

# Construction of Water Supply Scheme Kashmore Town

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## **STANDARD FORM OF BIDDING DOCUMENT**

**FOR**

## **PROCUREMENT OF WORKS**

**(For Contracts (Small) amounting between Rs.2.5 million to Rs.50 million)**

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## **INSTRUCTIONS TO PROCURING AGENCIES**

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## **INSTRUCTIONS TO PROCURING AGENCIES**

**(Not to be included in Bidding Documents)**

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

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

**B. Contents of Documents As stated in Clause IB.4 of Instructions to Bidders, the complete Bidding Documents in addition to Invitation for Bids shall comprise items listed therein including any addendum to Bidding Documents issued in accordance with IB.6. The Standard Form of Bidding Documents (for Small Contracts) includes the following: 1. Instructions to Bidders & Bidding Data 2. Form of Bid & Schedules to Bid 3. Conditions of Contract & Contract Data 4. Standard Forms 5. Specifications 6. Drawings, if any In addition, Instructions to procuring agencies are also provided at various locations of this document within parenthesis or as a Note(s). Procuring agencies are expected to edit or finalise this document accordingly, by filling in all the relevant blank spaces and forms as per the scope of the work, deleting all notes and instructions intended to help the bidders. The procuring agency is required to prepare the following for completion of the Bidding Documents: (i) Invitation for Bids**

**Sindh Public Procurement Regulatory Authority | [www.pprasindh.gov.pk](http://www.pprasindh.gov.pk) (ii) Bidding Data (iii) Schedules to Bid (Samples) (iv) Schedule of Prices (Format) (v) Contract Data (vi) Specifications (vii) Drawings, if any The Procuring agency's attention is drawn to the following while**

**finalizing the Bidding Documents.**

**C. Notice Inviting Tender/ Invitation for Bids/ Request for Expression of Interest The –Notice Inviting Tender|| is meant for publication of tenders for calling bids in the newspapers and SPPRA Website. The blank spaces wherever shown are required to be filled by the Procuring Agency before issuance of Bidding Documents. The Procuring Agency may modify para 1 of Notice Inviting Tender as per its requirements. The notice should be published so as to give the interested bidders sufficient working period for preparation and submission of bids – not less than 15 days for National Competitive Bidding and 45 days for International Competitive Bidding (SPP Rule 18). 1. The eligible bidders are defined in IB.2; the text can be amended by the Procuring Agency as deemed appropriate.**

**2. The non-refundable fee for the sale of Bidding Documents should be nominal so as to cover printing/reproduction and mailing costs and to ensure that only bona-fide bidders shall apply (SPP Rule 20). 3. The amount of Bid Security should be a lump sum figure or a percentage, but not less than 1% and more than 5% of bid price and should be in accordance with IB.13.1**

**(SPP Rule 37). 4. If the venue of receipt of bids and the opening of bids is the same, the times for receipt and opening of bids are to be entered in last Para of the Notice Inviting Tender, otherwise indicate the name, address and exact location for the opening of bids. However the date for the receipt and the opening of bids shall be same (SPP Rule 41).**

**D. Instructions to Bidders These Instructions to Bidders will not be part of Contract and**

**will cease to have effect once the Contract is signed along with Bidding Data. The Instructions to Bidders can be used as given. Procuring agency may have to make changes under Bidding Data. The Procuring Agency's or Engineer's Representative, if any, shall exercise powers of the Engineer/Procuring Agency under and in connection with Clauses IB.5, IB.6, IB.16, etc. In**

**Sindh Public Procurement Regulatory Authority | [www.pprasindh.gov.pk](http://www.pprasindh.gov.pk) case an Engineer has been appointed by the Procuring Agency, the aforesaid clauses may be modified accordingly to specify the role of the Engineer by the Procuring Agency, otherwise the Engineer's reference wherever exist, except Sub-Clause 1.1.20 & Clause 15 of Conditions of Contract and Item 1.1.20 of Contract Data, shall be deleted.**

**E. Bidding Data The blank spaces wherever shown in Bidding Data are required to be filled by the Engineer/Procuring Agency before issuance of Bidding Documents. 1. Contents of IB.10.3 may be retained or modified by the Procuring Agency. 2. Procuring Agency should insert required experience in IB.11.2. 3. Referring to IB.14.1, the period of bid validity may range from 30 to 90 days depending upon the size and nature of the works. Number of days shall be filled in as per Procuring Agency's requirements. 4. Contents of IB.16.3 to IB.16.8 may be retained or modified by the Procuring Agency in accordance with its requirements.**

**F. Schedules to Bid Specimen of Schedules to Bid including format of Schedule of Prices are provided in this document. The Procuring Agency may add/delete/modify as per its requirement. The blank spaces wherever shown are required to be filled by the**

**Engineer/Procuring Agency before issuance of Bidding Documents except those required to be provided by the Contractor.**

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

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

Sindh Public Procurement Regulatory Authority | [www.pprasindh.gov.pk](http://www.pprasindh.gov.pk) 3. The sum insured for different insurances including minimum amount of third party insurance should be assessed by the Engineer/Procuring Agency and entered in Contract Data. Such insurance cover shall be carried out with Insurance Company having at least AA rating from PACRA / JCR in the favour of the procuring agency. 4. The time for completion of the whole of the

works should be assessed by the Engineer/Procuring Agency and entered in the Contract Data. 5. The Conditions of Contract contain no overall limit on the Contractor's liability. The amount of liquidated damages per day of delay shall be entered by the Engineer/Procuring Agency in Contract Data. Usually the liquidated damages are set between 0.05 percent and 0.10 percent per day and the maximum limit as 10 percent of contract price stated in the Letter of Acceptance. 6. Any amendment and/or additions to the Conditions of the Contract that are specific to a given Bid/Contract should be included by the Procuring agency. This may include but not be limited to the provisions regarding the following: a) Terms of Payment should be prepared and incorporated in Contract Data by the Engineer/Procuring Agency. b) The Engineer/Procuring Agency to make sure that all taxes and duties are included by the Bidders/Contractors in their prices.

I. Specifications To be prepared and incorporated by the Engineer/Procuring Agency

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

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## **INVITATION FOR BIDS**

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## **INVITATION FOR BIDS**

**Date:** \_\_\_\_\_

**Bid Reference No.:** \_\_\_\_\_ **1. The Procuring Agency, \_\_\_\_\_** [*enter name of the procuring agency*], invites sealed bids from interested firms or persons licensed by the Pakistan Engineering Council in the *appropriate category ( not required for works costing Rs 2.5 million or less) and/or duly pre-qualified (if pre-qualification is done for specific scheme/project)* with the Procuring Agency for the Works, \_\_\_\_\_ [*enter title, type and financial volume of work*], which will be completed in \_\_\_\_\_ [*enter appropriate time period*] days. **2. A complete set of Bidding Documents may be purchased by an interested eligible bidder on submission of a written application to the office given below and upon payment of a non-refundable fee of Rupees \_\_\_\_\_ (Insert Amount). Bidders may acquire the Bidding Documents from the Office of the Procuring Agency, at \_\_\_\_\_ (Mailing Address). 3. All bids must be accompanied by a Bid Security in the amount of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) or \_\_\_\_\_ percentage of bid price in the form of (pay order /**

*demand draft / bank guarantee) and must be delivered to \_\_\_\_\_ (Indicate Address and Exact Location) at or before \_\_\_\_\_ hours, on \_\_\_\_\_ (Date). Bids will be opened at \_\_\_\_\_ hours on the same day in the presence of bidders' representatives who choose to attend, at the same address [indicate the address if it differs]. [Note: 1. Procuring Agency to enter the requisite information in blank spaces. 2. The bid shall be opened within one hour after the deadline for submission of bids.]*

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## **INSTRUCTIONS**

### **TO BIDDERS**

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### **BIDDING DATA**

**Notes on the Instructions to Bidders** This section of the bidding documents should provide the information necessary for bidders to prepare responsive bids, in accordance with the requirements of the Procuring Agency. It should also give information on bid submission, opening and evaluation, and on the award of contract. Matters governing the performance of the Contract or payments under the Contract, or matters affecting the risks, rights, and obligations of the parties under the Contract are not normally included in this Section, but rather in the appropriate sections of the *Conditions of Contract and/or Contract Data.*

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

**A. GENERAL**

**IB.1 Scope of Bid & Source of Funds**

**1.1 Scope of Bid** The Procuring Agency as defined in the Bidding Data (hereinafter called –the Procuring Agency||) wishes to receive Bids for the Works summarized in the Bidding Data (hereinafter referred to as –the Works||). Bidders must quote for the complete scope of work. Any Bid covering partial scope of work will be rejected as non-responsive.

**1.2 Source of Funds** The Procuring Agency has arranged funds from its own sources or *Federal/ Provincial /Donor agency or any other source*, which may be indicated accordingly in bidding data

towards the cost of the project/scheme.

**IB.2 Eligible Bidders 2.1 Bidding is open to all firms and persons meeting the following requirements: a) duly licensed by the Pakistan Engineering Council (PEC) in the appropriate category for value of works. Provided that the works costing Rs. 2.5 million or less shall not require any registration with PEC . b) duly pre-qualified with the Procuring Agency. (*Where required*). In the event that prequalification of potential bidders has been undertaken, only bids from prequalified bidders will be considered for award of Contract. c) if prequalification has not undertaken , the procuring agency may ask information and documents not limited to following:- (i) company profile; (ii) works of similar nature and size for each performed in last 3/5 years; (iii) construction equipments; (iv) qualification and experience of technical personnel and key site management;**

Sindh Public Procurement Regulatory Authority | [www.pprasindh.gov.pk](http://www.pprasindh.gov.pk) **(v) financial statement of last 3 years; (vi) information regarding litigations and abandoned works if any.**

**IB.3 Cost of Bidding 3.1 The bidder shall bear all costs associated with the preparation and submission of its bid and the Procuring Agency will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process (SPP Rules 24 & 25).**

## **B. BIDDING DOCUMENTS**

**IB.4 Contents of Bidding Documents 4.1 In addition to Invitation for Bids, the Bidding Documents are those stated below, and should be read in conjunction with any**

**Addendum issued in accordance with Sub-Clause IB.6.1. 1. Instructions to Bidders & Bidding Data 2. Form of Bid, Qualification Information & Schedules to Bid Schedules to Bid comprise the following: (i) Schedule A: Schedule of Prices/ Bill of Quantities (BoQ). (ii) Schedule B: Specific Works Data (iii) Schedule C: Works to be Performed by Subcontractors (iv) Schedule D: Proposed Programme of Works (v) Schedule E: Method of Performing Works (vi) Schedule F: Integrity Pact (works costing Rs 10 million and above) 3. Conditions of Contract & Contract Data 4. Standard Forms: (i) Form of Bid Security, (ii) Form of Performance Security; (iii) Form of Contract Agreement; (iv) Form of Bank Guarantee for Advance Payment. 5. Specifications 6. Drawings, if any**

**IB.5 Clarification of Bidding Documents 5.1 A prospective bidder requiring any clarification(s) in respect of the Bidding Documents may notify the Engineer/Procuring Agency at the Engineer's/ Procuring Agency's address indicated in the Bidding Data. 5.2 An interested bidder, who has obtained bidding documents, may request for clarification**

**Sindh Public Procurement Regulatory Authority | [www.pprasindh.gov.pk](http://www.pprasindh.gov.pk) of contents of bidding documents in writing and procuring agency shall respond to such queries in writing within three calendar days, provided they are received at least five calendar days prior to the date of opening of bid (SPP Rule 23-1).**

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**B.6 Amendment of Bidding Documents (SPP Rules 22(2) & 22). 6.1 At any time prior to the deadline for submission of Bids, the Procuring Agency may, for any reason, whether**

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

### **C. PREPARATION OF BIDS**

**IB.7 Language of Bid 7.1** All documents relating to the Bid shall be in the language specified in the Contract Data.

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

**IB.9 Sufficiency of Bid 9.1** Each bidder shall satisfy himself before Bidding as to the correctness and sufficiency of his Bid and of the premium on the rates of CSR / rates and prices quoted/entered in the Schedule of Prices, which rates and prices shall except in

**so far as it is otherwise expressly provided in the Contract, cover all his obligations under the Contract and all matters and things necessary for the proper completion of the works.**

**Sindh Public Procurement Regulatory Authority | [www.pprasindh.gov.pk](http://www.pprasindh.gov.pk) 9.2 The bidder is advised to obtain for himself at his own cost and responsibility all information that may be necessary for preparing the bid and entering into a Contract for execution of the Works.**

**IB.10 Bid Prices, Currency of Bid and Payment 10.1 The bidder shall fill up the Schedule of Prices (Schedule A to Bid) indicating the percentage above or below the Composite Schedule of Rates/unit rates and prices of the Works to be performed under the Contract. Prices in the Schedule of Prices/Bill of Quantities shall be quoted entirely in Pak Rupees keeping in view the instructions contained in the Preamble to Schedule of Prices. 10.2 Unless otherwise stipulated in the Conditions of Contract, prices quoted by the bidder shall remain fixed during the bidder's performance of the Contract and not subject to variation on any account. 10.3 The unit rates and prices in the Schedule of Prices or percentage above or below on the composite schedule of rates shall be quoted by the bidder in the currency as stipulated in Bidding Data. 10.4 Items for which no rate or price is entered by the Bidder will not be paid for by the Procuring Agency when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities.**

**IB.11 Documents Establishing Bidder's Eligibility and Qualifications 11.1 Pursuant to Clause IB.8, the bidder shall furnish, as part of its bid, documents establishing the**

**bidder's eligibility to bid and its qualifications to perform the Contract if its bid is accepted. 11.2 Bidder must possess and provide evidence of its capability and the experience as stipulated in Bidding Data and the Qualification Criteria mentioned in the Bidding Documents.**

**IB.12 Documents Establishing Works' Conformity to Bidding Documents 12.1 The documentary evidence of the Works' conformity to the Bidding Documents may be in the form of literature, drawings and data and the bidder shall furnish documentation as set out in Bidding Data. 12.2 The bidder shall note that standards for workmanship, material and equipment, and references to brand names or catalogue numbers, if any, designated by the Procuring Agency in the Technical Provisions are intended to be descriptive only and not restrictive.**

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**IB.13 Bid Security 13.1 Each bidder shall furnish, as part of his bid, at the option of the bidder, a Bid Security as percentage of bid price/estimated cost or in the amount stipulated in Bidding Data in Pak. Rupees in the form of *Deposit at Call/ Payee's Order or a Bank Guarantee* issued by a Scheduled Bank in Pakistan in favour of the Procuring Agency valid for a period up to twenty eight (28) days beyond the bid validity date (*Bid security should not be below***

***1%.and not exceeding 5% of bid price/estimated cost SPP Rule 37*). 13.2 Any bid not accompanied by an acceptable Bid Security shall be rejected by the Procuring Agency as non-responsive. 13.3 The bid securities of unsuccessful bidders will be returned upon**

award of contract to the successful bidder or on the expiry of validity of Bid Security whichever is earlier. 13.4 The Bid Security of the successful bidder will be returned when the bidder has furnished the required Performance Security, and signed the Contract Agreement (SPP Rule 37). 13.5 The Bid Security may be forfeited: (a) if a bidder withdraws his bid during the period of bid validity; or (b) if a bidder does not accept the correction of his Bid Price, pursuant to Sub-Clause 16.4 (b) hereof; or (c) in the case of a successful bidder, if he fails within the specified time limit to: (i) furnish the required Performance Security or (ii) sign the Contract Agreement.

**IB.14 Validity of Bids, Format, Signing and Submission of Bid** 14.1 Bids shall remain valid for the period stipulated in the Bidding Data after the date of bid opening. 14.2 In exceptional circumstances, Procuring Agency may request the bidders to extend the period of validity for a additional period but not exceeding 1/3 of the original period. The request and the bidders' responses shall be made in writing or by cable. A Bidder may refuse the request without forfeiting the Bid Security. A Bidder agreeing to the request will not be required or permitted to otherwise modify the Bid, but will be required to extend the validity of Bid Security for the period of the extension, and in compliance with IB.13 in all respects (SPP Rule 38). 14.3 All Schedules to Bid are to be properly completed and signed. 14.4 No alteration is to be made in the Form of Bid except in filling up the blanks as directed. If any alteration be made or if these instructions be not fully complied with, the bid may be rejected.

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

#### **D. SUBMISSION OF BID**

**IB.15 Deadline for Submission, Modification & Withdrawal of Bids** 15.1 Bids must be received by the Procuring Agency at the address/provided in Bidding Data not later than the time and date stipulated therein. 15.2 The inner and outer envelopes shall (a) be addressed to the Procuring Agency at the address provided in the Bidding Data; (b) bear the name and identification number of the Contract as defined in the Bidding and Contract Data; and (c) provide a warning not to open before the specified time and date for Bid opening as defined in the Bidding Data. (d) in addition to the identification required in 15.2, the inner envelopes shall indicate the name and address of the Bidder to enable the Bid to be returned unopened in case it is declared late. (e) If the outer envelope is not sealed and marked as above, the Procuring Agency will assume no

**responsibility for the misplacement or premature opening of the Bid. 15.3 Bids submitted through telegraph, telex, fax or e-mail shall not be considered. 15.4 Any bid received by the Procuring Agency after the deadline for submission prescribed in Bidding Data will be returned unopened to such bidder. 15.5 Any bidder may modify or withdraw his bid after bid submission provided that the modification or written notice of withdrawal is received by the Procuring Agency prior to the deadline for submission of bids. 15.6 Withdrawal of a bid during the interval between the deadline for submission of bids and the expiration of the period of bid validity specified in the Form of Bid may result in forfeiture of the Bid Security pursuant to IB.13.5 (a).**

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## **E. BID OPENING AND EVALUATION**

**IB.16 Bid Opening, Clarification and Evaluation (SPP Rules 41, 42 & 43) 16.1 The Procuring Agency will open the bids, in the presence of bidders' representatives who choose to attend, at the time, date and in the place specified in the Bidding Data. 16.2 The bidder's name, Bid Prices, any discount, the presence or absence of Bid Security, and such other details as the Procuring Agency at its discretion may consider appropriate, will be announced by the Procuring Agency at the bid opening. The Procuring Agency will record the minutes of the bid opening. Representatives of the bidders who choose to attend shall sign the attendance sheet. Any Bid Price or discount which is not read out and recorded at bid opening will not be taken into account in the evaluation of bid. 16.3 To assist in the examination, evaluation and comparison of Bids**

**the Engineer/Procuring Agency may, at its discretion, ask the bidder for a clarification of its Bid. The request for clarification and the response shall be in writing and no change in the price or substance of the Bid shall be sought, offered or permitted (SPP Rule 43). 16.4 (a) Prior to the detailed evaluation, pursuant to IB.16.7 to 16.9, the Engineer/Procuring Agency will determine the substantial responsiveness of each bid to the Bidding Documents. For purpose of these instructions, a substantially responsive bid is one which conforms to all the terms and conditions of the Bidding Documents without material deviations. It will include determining the requirements listed in Bidding Data. (b) Arithmetical errors will be rectified on the following basis: If there is a discrepancy between the unit price and total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between the words and figures the amount in words shall prevail. If there is a discrepancy between the Total Bid price entered in Form of Bid and the total shown in Schedule of Prices-Summary, the amount stated in the Form of Bid will be corrected by the Procuring Agency in accordance with the Corrected Schedule of Prices. If the bidder does not accept the corrected amount of Bid, his Bid will be rejected and his Bid Security forfeited. 16.5 A Bid determined as substantially non-responsive will be rejected and will not subsequently be made responsive by the bidder by correction of the non-conformity. 16.6 Any minor informality or non-conformity or irregularity in a Bid which does not constitute a material deviation (major deviation) may be waived by Procuring Agency,**

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

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

**(B) Minor Deviations Bids that offer deviations acceptable to the Procuring Agency and which can be assigned a monetary value may be considered substantially responsive at least as to the issue of fairness. This value would however be added as an adjustment for evaluation purposes only during the detailed evaluation process. 16.7 The Engineer/Procuring Agency will evaluate and compare only the bids previously determined to be substantially responsive pursuant to IB.16.4 to 16.6 as per requirements given hereunder. Bids will be evaluated for complete scope of works. The**

prices will be compared on the basis of the Evaluated Bid Price pursuant to IB.16.8 herein below.

**Technical Evaluation:** It will be examined in detail whether the works offered by the bidder complies with the Technical Provisions of the Bidding Documents. For this purpose, the bidder's data submitted with the bid in Schedule B to Bid will be compared with technical features/criteria of the works detailed in the Technical Provisions. Other technical information submitted with the bid regarding the Scope of Work will also be reviewed. **16.8 Evaluated Bid Price** In evaluating the bids, the Engineer/Procuring Agency will determine for each bid in addition to the Bid Price, the following factors (adjustments) in the manner and to the extent indicated below to determine the Evaluated Bid Price: (i) making any correction for arithmetic errors pursuant to IB.16.4 hereof.

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**IB.17 Process to be Confidential** **17.1** Subject to IB.16.3 heretofore, no bidder shall contact Engineer/Procuring Agency on any matter relating to its Bid from the time of the Bid opening to the time the bid evaluation result is announced by the Procuring Agency. The evaluation result shall be announced at least seven (07) days prior to award of Contract (SPP Rule 45). The announcement to all bidders will include table(s)

comprising read out prices, discounted prices, price adjustments made, final evaluated prices and recommendations against all the bids evaluated. 17.2 Any effort by a bidder to influence Engineer/Procuring Agency in the Bid evaluation, Bid comparison or Contract Award decisions may result in the rejection of his Bid. Whereas any bidder feeling aggrieved, may lodge a written complaint to Complaint Redressal Committee as per terms and conditions mentioned in SPP Rules 31 & 32. However, mere fact of lodging a complaint shall not warrant suspension of procurement process. 17.3 Bidders may be excluded if involved in “Corrupt and Fraudulent Practices” means either one or any combination of the practices given below SPP Rule 2(q); (i) —Coercive Practice|| means any impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence the actions of a party to achieve a wrongful gain or to cause a wrongful loss to another party; (ii) —Collusive Practice|| means any arrangement between two or more parties to the procurement process or contract execution, designed to achieve with or without the knowledge of the procuring agency to establish prices at artificial, noncompetitive levels for any wrongful gain; (iii) “Corrupt Practice” means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful gain; (iv) —Fraudulent Practice” means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation; (v) “Obstructive Practice” means harming or threatening to harm, directly or indirectly, persons or

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

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## **F. AWARD OF CONTRACT**

**IB.18. Post Qualification 18.1** The Procuring Agency, at any stage of the bid evaluation, having credible reasons for or *prima facie* evidence of any defect in contractor's capacities, may require the contractors to provide information concerning their professional, technical, financial, legal or managerial competence whether already pre-qualified or not: Provided, that such qualification shall only be laid down after recording reasons therefore in writing. They shall form part of the records of that bid evaluation report. **18.2** The determination will take into account the bidder's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the bidders' qualifications submitted under B.11, as well as such other information required in the Bidding Documents.

**IB.19 Award Criteria & Procuring Agency's Right 19.1** Subject to IB.19.2, the Procuring

**Agency will award the Contract to the bidder whose bid has been determined to be substantially responsive to the Bidding Documents and who has offered the lowest evaluated Bid Price, provided that such bidder has been determined to be qualified to satisfactorily perform the Contract in accordance with the provisions of the IB.18. 19.2 Notwithstanding IB.19.1, the Procuring Agency reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of Contract, without thereby incurring any liability to the affected bidders or any obligation to inform the affected bidders of the grounds for the Procuring Agency's action except that the grounds for its rejection of all bids shall upon request be communicated, to any bidder who submitted a bid, without justification of the grounds. Notice of the rejection of all the bids shall be given promptly to all the bidders (SPP Rule 25).**

**IB.20 Notification of Award & Signing of Contract Agreement 20.1 Prior to expiration of the period of bid validity prescribed by the Procuring Agency, the Procuring Agency will notify the successful bidder in writing (–Letter of Acceptance||) that his bid has been accepted (SPP Rule 49). 20.2 Within seven (07) days from the date of furnishing of acceptable Performance Security under the Conditions of Contract, the Procuring Agency will send the successful bidder the Form of Contract Agreement provided in the Bidding Documents, incorporating all agreements between the parties. 20.3 The formal Agreement between the Procuring Agency and the successful bidder duly stamped at rate of ----% of bid price(updated from time to time) stated in Letter of Acceptance shall**

**be executed within seven (07) days of the receipt of Form of Contract Agreement by the successful bidder from the Procuring Agency.**

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**IB.21 Performance Security 21.1 The successful bidder shall furnish to the Procuring Agency a Performance Security in the form and the amount stipulated in the Conditions of Contract within a period of fourteen (14) days after the receipt of Letter of Acceptance (SPP 39). 21.2 Failure of the successful bidder to comply with the requirements of Sub-Clauses IB.20.2 & 20.3 or 21.1 or Clause IB.22 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. 21.3 Publication of Award of Contract: within seven days of the award of contract, the procuring shall publish on the website of the authority and on its own website, if such a website exists, the results of the bidding process, identifying the bid through procurement identifying Number if any and the following information:**

- (1) Evaluation Report;**
- (2) Form of Contract and letter of Award;**
- (3) Bill of Quantities or Schedule of Requirements. (SPP Rule 50)**

**IB.22 Integrity Pact The Bidder shall sign and stamp the Form of Integrity Pact provided at Schedule-F to Bid in the Bidding Document for all Sindh Government procurement**

**contracts exceeding Rupees ten (10) million. Failure to provide such Integrity Pact shall make the bid nonresponsive (SPP Rule 89).**

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

**Instructions to Bidders**

**Clause Reference 1.1 Name of Procuring Agency**

\_\_\_\_\_ *(Insert name of the Procuring Agency)*

**Brief Description of Works** \_\_\_\_\_

\_\_\_\_\_ **5.1 (a) Procuring Agency's address:**

\_\_\_\_\_ *(Insert address of the Procuring Agency with telex/fax)* **(b) Engineer's address:**

\_\_\_\_\_ *(Insert name and address of the Engineer, if any, with telex/fax.)* **10.3 Bid shall be quoted entirely in Pak. Rupees. The payment shall be made in Pak. Rupees. 11.2 The bidder has the financial, technical and constructional capability necessary to perform the Contract as follows: *(Insert required capabilities and documents)***

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

Sindh Public Procurement Regulatory Authority | [www.pprasindh.gov.pk](http://www.pprasindh.gov.pk)      **12.1 (a) A detailed description of the Works, essential technical and performance characteristics. (b) Complete set of technical information, description data, literature and drawings as required in accordance with Schedule B to Bid, Specific Works Data. This will include but not be limited to a sufficient number of drawings, photographs, catalogues, illustrations and such other information as is necessary to illustrate clearly the significant characteristics such as general construction dimensions and other relevant information about the works to be performed. 13.1 Amount of Bid Security**

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*(Fill in lump sum amount or in % age of bid amount /estimated cost, but not below 1% and not exceeding 5%) 14.1 Period of Bid Validity*

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*(Fill in "number of days" not exceeding 90) 14.4 Number of Copies of the Bid to be*

submitted: One original plus \_\_\_\_\_ copies. 14.6 (a) Procuring Agency's Address for the Purpose of Bid Submission \_\_\_\_\_

\_\_\_\_\_ (insert postal address or location of bid box for delivery by hand) 15.1 Deadline for Submission of Bids Time: \_\_\_\_\_ AM/PM on \_\_\_\_\_. 16.1 Venue, Time, and Date of Bid Opening Venue: \_\_\_\_\_ Time: \_\_\_\_\_ Date: \_\_\_\_\_ 16.4 Responsiveness of Bids

(i) Bid is valid till required period,

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

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## FORM OF BID AND SCHEDULES TO BID

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**FORM OF BID (LETTER OF OFFER) Bid Reference No. \_\_\_\_\_**

**(Name of Works) To: \_\_\_\_\_**

**\_\_\_\_\_ Gentlemen, 1. Having examined the Bidding Documents including Instructions to Bidders, Bidding Data, Conditions of Contract, Contract Data, Specifications, Drawings, if any, Schedule of Prices and Addenda Nos.**

**\_\_\_\_\_ for the execution of the above-named works, we, the undersigned, being a company doing business under the name of and address**

**\_\_\_\_\_ and being duly incorporated under the laws of Pakistan hereby offer to execute and complete such works and remedy any defects therein in conformity with the said Documents including Addenda thereto for the Total Bid Price of Rs \_\_\_\_\_ (Rupees \_\_\_\_\_) or such other sum as may be ascertained in accordance with the said Documents. 2. We understand that all the Schedules attached hereto form part of this Bid. 3. As security for due performance of the undertakings and obligations of this Bid, we submit herewith a Bid Security in the amount of \_\_\_\_\_ drawn in your favour or made payable to you and valid for a period of twenty eight (28) days beyond the period of validity of Bid. 4. We undertake, if our Bid is accepted, to commence the Works and to deliver and complete the Works comprised in the Contract within the time(s) stated in Contract Data. 5. We agree to abide by this Bid for the period of \_\_\_\_ days from the date fixed for receiving the same and it shall remain binding upon us and may be accepted at**

any time before the expiration of that period. 6. Unless and until a formal Agreement is prepared and executed, this Bid, together with your written acceptance thereof, shall constitute a binding contract between us. 7. We undertake, if our Bid is accepted, to execute the Performance Security

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*(Name of Bidder in Block Capitals)*

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ Witness:

**(Signature)** \_\_\_\_\_

**Name:** \_\_\_\_\_ **Address:** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

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**[SCHEDULES TO BID INCLUDE THE FOLLOWING:**

- Σχηδουλε Α το Βιδ: Σχηδουλε οφ Πριχεσ
- Σχηδουλε Β το Βιδ: Σπεχιφιχ Ωορκσ Δατα
- Σχηδουλε Χ το Βιδ: Ωορκσ το βε Περφορμεδ βψ Συβχοντραχτορσ
- Σχηδουλε Δ το Βιδ: Προποσεδ Προγραμ οφ Ωορκσ
- Σχηδουλε Ε το Βιδ: Μετηοδ οφ Περφορμινγ Ωορκσ
- Σχηδουλε Φ το Βιδ: Ιντεγριτυ Παχτ]

Σινδη Πυβλιχ Προχυρεμεντ Ρεγυλατορψ Αυτηοριτυ | ωωω.ππρασινδη.γοσ.πκ

## ΣΧΗΕΔΥΛΕ - A TO BID

### SCHEDULE OF PRICES

Sr. No. Page No. 1. Preamble to Schedule of Prices..... 24 2. Schedule of Prices..... 26 \*(a) Summary of Bid Prices \* (b) Detailed Schedule of Prices /Bill of Quantities (BOQ) \* *[To be prepared by the Engineer/Procuring Agency]*

### SCHEDULE - A TO BID

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### PREAMBLE TO SCHEDULE OF PRICES

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

**2. Description 2.1** The general directions and descriptions of works and materials are not necessarily repeated nor summarized in the Schedule of Prices. References to the

relevant sections of the Bidding Documents shall be made before entering prices against each item in the Schedule of Prices.

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

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

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

#### **SCHEDULE - A TO BID**

Sindh Public Procurement Regulatory Authority | [www.pprasindh.gov.pk](http://www.pprasindh.gov.pk) no items are provided, the cost shall be deemed to be distributed among the rates and prices entered for the related items of the Works and no separate payment will be made for those items. The rates, prices and

amounts shall be entered against each item in the Schedule of Prices. Any item against which no rate or price is entered by the bidder will not be paid for by the Procuring Agency when executed and shall be deemed covered by the rates and prices for other items in the Schedule of Prices. 4.5 (a) The bidder shall be deemed to have obtained all information as to and all requirements related thereto which may affect the bid price.

\*(b) The Contractor shall be responsible to make complete arrangements for the transportation of the Plant to the Site.

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

5. Bid Prices 5.1 Break-up of Bid Prices The various elements of Bid Prices shall be quoted as detailed by the Procuring Agency in the format of Schedule of Prices. The bidder shall recognize such elements of the costs which he expects to incur the performance of the Works and shall include all such costs in the rates and amounts entered in the Schedule of Prices. 5.2 Total Bid Price The total of bid prices in the Schedule of Prices shall be entered in the Summary of Bid Prices.

6. Provisional Sums and Day work 6.1 Provisional Sums included and so designated in the Schedule of Prices if any, shall be expended in whole or in part at the direction and discretion of the Engineer/Procuring Agency. The Contractor will only receive payment

**in respect of Provisional Sums, if he has been instructed by the Engineer/Procuring Agency to utilize such sums. 6.2 Day work rates in the contractor's bid are to be used for small additional amounts of work and only when the Engineer have given written instructions in advance for additional work to be paid for in that way.**

### **SCHEDULE - A TO BID**

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

**Bill**

**No.**

**Description Total Amount (Rs) 1. 2 3 4 5 1. 2. 3. 4. 1. 2. 3. 4. 5. 6.**

**(A) Building Work Civil works Internal sanitary and water supply Electrification  
External Development works Miscellaneous Items**

**(B) Road Work. Earthwork Hard Crust and Surface Treatment Culverts and Bridges  
Miscellaneous Items (C) Public Health Engineering Works. Earthwork Subsurface Drains  
Pipe Laying and Man holes Tube wells, Pump houses Compound wall Miscellaneous  
Items Total Bid Price (The amount to be entered in Paragraph 1 of the Form of Bid) (In  
words).**

### **SCHEDULE - A TO BID**

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### **SCHEDULE OF PRICES**

**Item**

No.

Description Quantity Unit Rate(Rs) Total Amount (Rs) 1. 2. 3. 1. 2. 3. 1. 2. 3. 1. 2. 3. 1. 2. 3.

I. (Civil works)

II. Internal sanitary and water supply.

III. Electrification.

IV. External Development works.

V. Miscellaneous Items Total (*to be carried to Summary of Bid Price*)

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

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**SCHEDULE - B TO BID**

**\*SPECIFIC WORKS DATA**

*(To be prepared and incorporated by the Procuring Agency)*

*\*(Note: The Procuring Agency shall spell out the information & data required to be filled out*

*by the bidder and to furnish complementary information).*

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**SCHEDULE - C TO BID**

**WORKS TO BE PERFORMED BY SUBCONTRACTORS\*** The bidder will do the work with his own forces except the work listed below which he intends to sub-contract. Items of Works Name and address of Statement of similar to be Sub-Contracted Sub-Contractors works previously executed. (*attach evidence*)

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

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## **SCHEDULE – D TO BID**

**PROPOSED PROGRAMME OF WORKS** Bidder shall provide a programme in a bar-chart or Program Evaluation and Review Technique (PERT) or Critical Path Method (CPM) showing the sequence of work items by which he proposes to complete the works of the entire Contract. The programme should indicate the sequence of work items and the period of time during which he proposes to complete the works including the activities

**like designing, schedule of submittal of drawings, ordering and procurement of materials, manufacturing, delivering, construction of civil works, erection, testing and commissioning of works to be supplied under the Contract.**

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## **SCHEDULE – E TO BID**

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

- Τη σεθενχε ανδ μετηοδσ ιν ωηιχη ηε προποσεσ το χαρρησ ουτ τηε Ωορκσ, ινχλυδινη τηε νυμβερ οφ σηιφτσ περ δαψ ανδ ηουρσ περ σηιφτ, ηε εξπεχτσ το ωορκ.
- Α λιστ οφ αλλ μαφορ ιτεμσ οφ χονστρυκτιον ανδ πλαντ ερεχτιον, τοολσ ανδ πεηιχλεσ προποσεδ το βε υσεδ ιν δελιπερινη/χαρρησ ιν ουτ τηε ωορκσ ατ σιτε.
- Τηε προχεδυρε φορ ινσταλλατιον οφ εθυιπμεντ ανδ τρανσπορτατιον οφ εθυιπμεντ ανδ ματεριαλσ το τηε σιτε.
- Οργανισατιον χηαρτ ινδιχατινη ηεαδ οφφιχε & φιελδ οφφιχε περσοννελ ινπολπεδ ιν μαναγεμεντ, συπερπισιον ανδ ενγινεερινη οφ τηε Ωορκσ το βε δονε υνδερ τηε Χοντραχτ.

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## **ΣΧΗΕΔΥΛΕ – F TO BID**

### **(INTEGRITY PACT)**

**DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC  
PAYABLE BY CONTRACTORS**

**(FOR CONTRACTS WORTH RS. 10.00 MILLION OR MORE)**

**Contract No. \_\_\_\_\_ Dated \_\_\_\_\_**

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

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

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

**Without limiting the generality of the foregoing, [name of Contractor] represents and warrants that it has fully declared the brokerage, commission, fees etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or**

**inducing**

**the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from, from Procuring Agency (PA) except that which has been expressly declared pursuant hereto.**

**[name of Contractor] accepts full responsibility and strict liability that it has made and will**

**make full disclosure of all agreements and arrangements with all persons in respect of or**

**related to the transaction with PA and has not taken any action or will not take any action to**

**circumvent the above declaration, representation or warranty.**

**[name of Contractor] accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to**

**defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other rights and remedies available to PA under any**

**law, contract or other instrument, be voidable at the option of PA.**

**Notwithstanding any rights and remedies exercised by PA in this regard, [name of**

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

.....

**[Procuring Agency] [Contractor]**

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## **CONDITIONS OF CONTRACT**

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## CONDITIONS OF CONTRACT

**1. GENERAL PROVISIONS 1.1 Definitions** In the Contract as defined below, the words and expressions defined shall have the following meanings assigned to them, except where the context requires otherwise:

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

**–Drawings||** means the Procuring Agency’s drawings of the Works as listed in the Contract Data, and any Variation to such drawings.

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

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

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

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**Other Definitions 1.1.11 –Contractor’s Equipment||** means all machinery, apparatus and other things required for the execution of the Works but does not include Materials or Plant intended to form part of the Works. **1.1.12 –Country||** means the Islamic Republic

of Pakistan. 1.1.13 –Procuring Agency’s Risks|| means those matters listed in Sub-Clause 6.1. 1.1.14 –Force Majeure|| means an event or circumstance which makes performance of a Party’s obligations illegal or impracticable and which is beyond that Party’s reasonable control. 1.1.15 \_Materials|| means things of all kinds (other than Plant) to be supplied and incorporated in the Works by the Contractor. 1.1.16 –Plant|| means the machinery and apparatus intended to form or forming part of the Works. 1.1.17 –Site|| means the places provided by the Procuring Agency where the Works are to be executed, and any other places specified in the Contract as forming part of the Site. 1.1.18 –Variation|| means a change which is instructed by the Engineer/Procuring Agency under Sub-Clause 10.1. 1.1.19 \_Works|| means any or all the works whether Supply, Installation, Construction etc. and design (if any) to be performed by the Contractor including temporary works and any variation thereof. 1.1.20 –Engineer|| means the person notified by the Procuring Agency to act as Engineer for the purpose of the Contract and named as such in Contract Data. 1.2 Interpretation Words importing persons or parties shall include firms and organisations. Words importing singular or one gender shall include plural or the other gender where the context requires. 1.3 Priority of Documents The documents forming the Contract are to be taken as mutually explanatory of one another. If an ambiguity or discrepancy is found in the documents, the priority of the documents shall be in accordance with the order as listed in the Contract Data.

relevant Law of Islamic Republic of Pakistan. 1.5 Communications All Communications related to the Contract shall be in English language. 1.6 Statutory Obligations The Contractor shall comply with the Laws of Islamic Republic of Pakistan and shall give all notices and pay all fees and other charges in respect of the Works.

**2. THE PROCURING AGENCY** 2.1 Provision of Site The Procuring Agency shall provide the Site and right of access thereto at the times stated in the Contract Data.

Site Investigation Reports are those that were included in the bidding documents and are factual and interpretative reports about the surface and subsurface conditions at the Site. 2.2 Permits etc. The Procuring Agency shall, if requested by the Contractor, assist him in applying for permits, licences or approvals which are required for the Works.

2.3 Engineer's/Procuring Agency's Instructions The Contractor shall comply with all instructions given by the Procuring Agency or the Engineer, if notified by the Procuring Agency, in respect of the Works including the suspension of all or part of the works. 2.4 Approvals No approval or consent or absence of comment by the Engineer/Procuring Agency shall affect the Contractor's obligations.

**3. ENGINEER'S/PROCURING AGENCY'S REPRESENTATIVES** 3.1 Authorised Person The Procuring Agency shall appoint a duly authorized person to act for him and on his behalf for the purposes of this Contract. Such authorized person shall be duly identified in the Contract Data or otherwise notified in writing to the Contractor as soon as he is so appointed. In either case the Procuring Agency shall notify the Contractor, in writing, the precise scope of the authority of such authorized person at the time of his

**appointment.**

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

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

**4. THE CONTRACTOR**

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

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

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

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

validity specified in Contract Data.

**5. DESIGN BY CONTRACTOR 5.1 Contractor's Design** The Contractor shall carry out design to the extent specified, as referred to in the Contract Data. The Contractor shall promptly submit to the Engineer/Procuring Agency all designs prepared by him, within fourteen (14) days of receipt the Engineer/Procuring Agency shall notify any comments or, if the design submitted is not in accordance with the Contract, shall reject it stating the reasons. The

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**6. PROCURING AGENCY'S RISKS 6.1 The Procuring Agency's Risks** The Procuring Agency's Risks are:- a) war, hostilities (whether war be declared or not), invasion, act of foreign enemies, within the Country; b) rebellion, terrorism, revolution, insurrection, military or usurped power, or civil war, within the Country; c) riot, commotion or

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

Sindh Public Procurement Regulatory Authority | [www.pprasindh.gov.pk](http://www.pprasindh.gov.pk) i) physical obstructions or physical conditions other than climatic conditions, encountered on the Site during the performance of the Works, for which the Contractor immediately notified to the Procuring Agency and accepted by the Procuring Agency.

**7. TIME FOR COMPLETION**  
**7.1 Execution of the Works** The Contractor shall commence the Works on the Commencement Date and shall proceed expeditiously and without delay and shall complete the Works, subject to Sub-Clause 7.3 below, within the Time for Completion.  
**7.2 Programme** Within the time stated in the Contract Data, the

**Contractor shall submit to the Engineer/Procuring Agency a programme for the Works in the form stated in the Contract Data. 7.3 Extension of Time The Contractor shall, within such time as may be reasonable under the circumstances, notify the Procuring Agency/Engineer of any event(s) falling within the scope of Sub-Clause 6.1 or 10.3 of these Conditions of Contract and request the Procuring Agency/Engineer for a reasonable extension in the time for the completion of works. Subject to the aforesaid, the Procuring Agency/Engineer shall determine such reasonable extension in the time for the completion of works as may be justified in the light of the details/particulars supplied by the Contractor in connection with the such determination by the Procuring Agency/Engineer within such period as may be prescribed by the Procuring Agency/Engineer for the same; and the Procuring Agency may extend the time for completion as determined. 7.4 Late Completion If the Contractor fails to complete the Works within the Time for Completion, the Contractor's only liability to the Procuring Agency for such failure shall be to pay the amount as liquidity damages stated in the Contract Data for each day for which he fails to complete the Works. 8. TAKING-OVER 8.1 Completion The Contractor may notify the Engineer/Procuring Agency when he considers that the Works are complete.**

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**8.2 Taking-Over Notice Within fourteen (14) days of the receipt of the said notice of completion from the Contractor the Procuring Agency/Engineer shall either takeover the completed works and issue a Certificate of Completion to that effect or shall notify the Contractor his reasons for not**

taking-over the works. While issuing the Certificate of Completion as aforesaid, the Procuring Agency/Engineer may identify any outstanding items of work which the Contractor shall undertake during the Maintenance Period.

**9. REMEDYING DEFECTS** 9.1 Remedying Defects The Contractor shall for a period stated in the Contract Data from the date of issue of the Certificate of Completion carry out, at no cost to the Procuring Agency, repair and rectification work which is necessitated by the earlier execution of poor quality of work or use of below specifications material in the execution of Works and which is so identified by the Procuring Agency/Engineer in writing within the said period. Upon expiry of the said period, and subject to the Contractor's faithfully performing his aforesaid obligations, the Procuring Agency/Engineer shall issue a Maintenance Certificate whereupon all obligations of the Contractor under this Contract shall come to an end. Failure to remedy any such defects or complete outstanding work within a reasonable time shall entitle the Procuring Agency to carry out all necessary works at the Contractor's cost. However, the cost of remedying defects not attributable to the Contractor shall be valued as a Variation. 9.2 Uncovering and Testing The Engineer/Procuring Agency may give instruction as to the uncovering and/or testing of any work. Unless as a result of an uncovering and/or testing it is established that the Contractor's design, materials, plant or workmanship are not in accordance with the Contract, the Contractor shall be paid for such uncovering and/or testing as a Variation in accordance with Sub-Clause 10.2.

**10. VARIATIONS AND CLAIMS** 10.1 Right to Vary The Procuring Agency/Engineer may

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

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

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

**Engineer with a detailed cost breakdown of any rate in the Bill of Quantities. 10.4 Early Warning The Contractor shall notify the Engineer/Procuring Agency in writing as soon as he is aware of any circumstance which may delay or disrupt the Works, or which may give rise to a claim for additional payment. To the extent of the Contractor's failure to notify, which results to the Engineer/Procuring Agency being unable to keep all relevant records or not taking steps to minimise any delay, disruption, or Cost, or the value of any Variation, the Contractor's entitlement to extension of the Time for Completion or additional payment shall be reduced/rejected. 10.5 Valuation of Claims If the Contractor incurs Cost as a result of any of the Procuring Agency's Risks, the Contractor shall be entitled to the amount of such Cost. If as a result of any**

**Sindh Public Procurement Regulatory Authority | [www.pprasindh.gov.pk](http://www.pprasindh.gov.pk) Procuring Agency's Risk, it is necessary to change the Works, this shall be dealt with as a Variation subject to Contractor's notification for intention of claim to the Engineer/Procuring Agency within fourteen (14) days of the occurrence of cause. 10.6 Variation and Claim Procedure The Contractor shall submit to the Engineer/Procuring Agency an itemised detailed breakdown of the value of variations and claims within twenty eight (28) days of the instruction or of the event giving rise to the claim. The Engineer/Procuring Agency shall check and if possible agree the value. In the absence of agreement, the Procuring Agency shall determine the value.**

**11. CONTRACT PRICE AND PAYMENT 11.1 (a) Terms of Payments The amount due to the Contractor under any Interim Payment Certificate issued by the Engineer pursuant to**

**this Clause, or to any other terms of the Contract, shall , subject to Clause 11.3, be paid by the Procuring Agency to the Contractor within 30 days after such Interim Payment Certificate has been jointly verified by Procuring Agency and Contractor, or, in the case of the Final Certificate referred to in Sub Clause 11.5, within 60days after such Final Payment Certificate has been jointly verified by Procuring Agency and Contractor; Provided that the Interim Payment shall be caused in thirty (30) days and Final Payment in 60 days in case of foreign funded project. In the event of the failure of the Procuring Agency to make payment within 90 days then Procuring Agency shall pay to the Contractor compensation at the 28 days rate of KIBOR+2% per annum in local currency and LIBOR+1% for foreign currency, upon all sums unpaid from the date by which the same should have been paid. (b) Valuation of the Works The Works shall be valued as provided for in the Contract Data, subject to Clause 10. 11.2 Monthly Statements The Contractor shall be entitled to be paid at monthly intervals: a) the value of the Works executed less to the cumulative amount paid previously; and b) value of secured advance on the materials and valuation of variations (if any). The Contractor shall submit each month to the Engineer/Procuring Agency a statement showing the amounts to which he considers himself entitled.**

**Sindh Public Procurement Regulatory Authority | [www.pprasindh.gov.pk](http://www.pprasindh.gov.pk) 11.3 Interim Payments Within a period not exceeding seven (07) days from the date of submission of a statement for interim payment by the Contractor, the Engineer shall verify the same and within a period not exceeding thirty (30/60) days from the said date of submission by the Contractor, the**

**Procuring Agency shall pay to the Contractor the sum subject to adjustment for deduction of the advance payments and retention money. 11.4 Retention Retention money shall be paid by the Procuring Agency to the Contractor within fourteen (14) days after either the expiry of the period stated in the Contract Data, or the remedying of notified defects, or the completion of outstanding work, all as referred to in Sub-Clause 9.1, whichever is the later. 11.5 Final Payment Within twenty one (21) days from the date of issuance of the Maintenance Certificate the Contractor shall submit a final account to the Engineer to verify and the Engineer shall verify the same within fourteen (14) days from the date of submission and forward the same to the Procuring Agency together with any documentation reasonably required to enable the Procuring Agency to ascertain the final contract value. Within sixty (60) days from the date of receipt of the verified final account from the Engineer, the Procuring Agency shall pay to the Contractor any amount due to the Contractor. While making such payment the Procuring Agency may, for reasons to be given to the Contractor in writing, withhold any part or parts of the verified amount. 11.6 Currency Payment shall be in the currency stated in the Contract Data.**

**12. DEFAULT 12.1 Defaults by Contractor If the Contractor abandons the Works, refuses or fails to comply with a valid instruction of the Engineer/Procuring Agency or fails to proceed expeditiously and without delay, or is, despite a written complaint, in breach of the Contract, the Procuring Agency may give notice referring to this Sub-Clause and stating the default. If the Contractor has not taken all practicable steps to remedy the**

default within fourteen (14) days after receipt of the Procuring Agency's notice, the Procuring Agency may by a second notice given within a further twenty one (21) days, terminate the Contract. The Contractor shall then demobilize from the Site leaving behind any Contractor's Equipment which the Procuring Agency instructs, in the second notice, to be used for the completion of the Works at the risk and cost of the Contractor.

Sindh Public Procurement Regulatory Authority | [www.pprasindh.gov.pk](http://www.pprasindh.gov.pk)      **12.2 Defaults by Procuring Agency** If the Procuring Agency fails to pay in accordance with the Contract, or is, despite a written complaint, in breach of the Contract, the Contractor may give notice referring to this Sub-Clause and stating the default. If the default is not remedied within fourteen (14) days after the Procuring Agency's receipt of this notice, the Contractor may suspend the execution of all or parts of the Works. If the default is not remedied within twenty eight (28) days after the Procuring Agency's receipt of the Contractor's notice, the Contractor may by a second notice given within a further twenty one (21) days, terminate the Contract. The Contractor shall then demobilise from the Site. **12.3 Insolvency** If a Party is declared insolvent under any applicable law, the other Party may by notice terminate the Contract immediately. The Contractor shall then demobilise from the site leaving behind, in the case of the Contractor's insolvency, any Contractor's Equipment which the Procuring Agency instructs in the notice is to be used for the completion of the Works. **12.4 Payment upon Termination** After termination, the Contractor shall be entitled to payment of the unpaid balance of the value of the works executed and of the Materials and Plant reasonably delivered to the site, adjusted by the

following: a) any sums to which the Contractor is entitled under Sub-Clause 10.4, b) any sums to which the Procuring Agency is entitled, c) if the Procuring Agency has terminated under Sub-Clause 12.1 or 12.3, the Procuring Agency shall be entitled to a sum equivalent to twenty percent (20%) of the value of parts of the Works not executed at the date of the termination, and d) if the Contractor has terminated under Sub-Clause 12.2 or 12.3, the Contractor shall be entitled to the cost of his demobilisation together with a sum equivalent to ten percent (10%) of the value of parts of the works not executed at the date of termination. The net balance due shall be paid or repaid within twenty eight (28) days of the notice of termination.

**13. RISKS AND RESPONSIBILITIES 13.1 Contractor's Care of the Works Subject to Sub-Clause 9.1, the Contractor shall take full responsibility for the care**

**Sindh Public Procurement Regulatory Authority | [www.pprasindh.gov.pk](http://www.pprasindh.gov.pk) of the Works from the Commencement Date until the date of the Procuring Agency's/Engineer's issuance of Certificate of Completion under Sub-Clause 8.2. Responsibility shall then pass to the Procuring Agency. If any loss or damage happens to the Works during the above period, the Contractor shall rectify such loss or damage so that the Works conform with the Contract. Unless the loss or damage happens as a result of any of the Procuring Agency's Risks, the Contractor shall indemnify the Procuring Agency, or his agents against all claims loss, damage and expense arising out of the Works. 13.2 Force Majeure If Force Majeure occurs, the Contractor shall notify the Engineer/Procuring Agency immediately. If necessary, the Contractor may suspend the execution of the Works and,**

to the extent agreed with the Procuring Agency demobilize the Contractor's Equipment. If the event continues for a period of eighty four (84) days, either Party may then give notice of termination which shall take effect twenty eight (28) days after the giving of the notice. After termination, the Contractor shall be entitled to payment of the unpaid balance of the value of the Works executed and of the Materials and Plant reasonably delivered to the Site, adjusted by the following: a) any sums to which the Contractor is entitled under Sub-Clause 10.4, b) the cost of his demobilization, and c) less any sums to which the Procuring Agency is entitled. The net balance due shall be paid or repaid within thirty five (35) days of the notice of termination.

**14. INSURANCE** 14.1 Arrangements The Contractor shall, prior to commencing the Works, effect insurances of the types, in the amounts and naming as insured the persons stipulated in the Contract Data except for items (a) to (e) and (i) of the Procuring Agency's Risks under SubClause 6.1. The policies shall be issued by insurers and in terms approved by the Procuring Agency. The Contractor shall provide the Engineer/Procuring Agency with evidence that any required policy is in force and that the premiums have been paid. 14.2 Default If the Contractor fails to effect or keep in force any of the insurances referred to in the previous Sub-Clause, or fails to provide satisfactory evidence, policies or receipts, the Procuring Agency may, without prejudice to any other right or

Sindh Public Procurement Regulatory Authority | [www.pprasindh.gov.pk](http://www.pprasindh.gov.pk) remedy, effect insurance for the cover relevant to such as a default and pay the premiums due and recover the same plus a sum

in percentage given in Contractor Data from any other amounts due to the Contractor.

**15. RESOLUTION OF DISPUTES**

**15.1 Engineer's Decision** If a dispute of any kind whatsoever arises between the Procuring Agency and the Contractor in connection with the works, the matter in dispute shall, in the first place, be referred in writing to the Engineer, with a copy to the other party. Such reference shall state that it is made pursuant to this Clause. No later than the twenty eight (28) days after the day on which he received such reference, the Engineer shall give notice of his decision to the Procuring Agency (Superintending Engineer) and the Contractor. Unless the Contract has already been repudiated or terminated, the Contractor shall, in every case, continue to proceed with the work with all due diligence, and the Contractor and the Procuring Agency (Superintending Engineer) shall give effect forthwith to every such decision of the Engineer unless and until the same shall be revised, as hereinafter provided in an arbitral award.

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

department or decision is not given in time then he can approach Superintending Engineer within 14 days, in case of dissatisfaction with decision of Superintending Engineer or not decided within 28 days, then arbitration process would be adopted as per clause 15.3. 15.3 Arbitration A dispute which has been the subject of a notice of dissatisfaction shall be finally settled as per provisions of Arbitration Act 1940 (Act No. X of 1940) and Rules made there under and any statutory modifications thereto. Any hearing shall be held at the place specified in the Contract Data and in the language referred to in Sub-Clause 1.5.

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**16 INTEGRITY PACT 16.1** If the Contractor or any of his Sub-Contractors, agents or servants is found to have violated or involved in violation of the Integrity Pact signed by the Contractor as Schedule-F to his Bid, then the Procuring Agency shall be entitled to: (a) recover from the Contractor an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by the Contractor or any of his Sub-Contractors, agents or servants; (b) terminate the Contract; and (c) recover from the Contractor any loss or damage to the Procuring Agency as a result of such termination or of any other corrupt business practices of the Contractor or any of his Sub-Contractors, agents or servants. On termination of the Contract under Sub-Para (b) of this Sub-Clause, the Contractor shall demobilize from the site leaving behind Contractor's Equipment which the Procuring Agency instructs, in the termination notice, to be used for the completion of the works at the risk and cost of the Contractor.

**Payment upon such termination shall be made under Sub-Clause 12.4, in accordance with Sub-Para (c) thereof, after having deducted the amounts due to the Procuring Agency under Sub-Para (a) and (c) of this Sub-Clause.**

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## **CONTRACT DATA**

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

**Sub-Clauses of**

**Conditions of Contract 1.1.3 Procuring Agency's Drawings, if any**

*(To be listed by the Procuring Agency)* **1.1.4 The Procuring Agency means**

\_\_\_\_\_

\_\_\_\_\_

**1.1.5 The Contractor means**

\_\_\_\_\_

**1.1.7 Commencement Date means the date of issue of Engineer's Notice to Commence which shall be issued within fourteen (14) days of the signing of the Contract Agreement. 1.1.9 Time for Completion \_\_\_\_\_ days**

*(The time for completion of the whole of the Works should be assessed by the Procuring Agency)* **1.1.20 Engineer (mention the name along with the designation**

**including whether he**

**belongs to department or consultant) and other details**

\_\_\_\_\_

\_\_\_\_\_ 1.3 Documents forming the Contract listed in the order of priority: (a) The Contract Agreement (b) Letter of Acceptance (c) The completed Form of Bid (d) Contract Data (e) Conditions of Contract (f) The completed Schedules to Bid including Schedule of Prices (g) The Drawings, if any (h) The Specifications (i) \_\_\_\_\_ (j) \_\_\_\_\_ (*The Procuring Agency may add, in order of priority, such other documents as form part of the Contract. Delete the document, if not applicable*)

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2.1 Provision of Site: On the

Commencement Date 3.1 Authorized person: \_\_\_\_\_ 3.2 Name and address of Engineer's/Procuring Agency's representative \_\_\_\_\_ 4.4 Performance Security: Amount \_\_\_\_\_ Validity \_\_\_\_\_

(*Form: As provided under Standard Forms of these Documents*) 5.1 Requirements for Contractor's design (if any): Specification Clause No's \_\_\_\_\_ 7.2 Programme: Time for submission: Within fourteen (14) days\* of the Commencement Date.

Form of programme: \_\_\_\_\_ (*Bar Chart/CPM/PERT or other*) 7.4 Amount payable due to failure to complete shall be \_\_% per day up to a maximum of (10%) of sum stated in the Letter of Acceptance (Usually the liquidated damages are set between 0.05 percent and 0.10 percent per day.) 7.5 Early Completion In case of earlier completion of the Work, the Contractor is entitled to be paid bonus up-to limit and at a rate equivalent to 50% of the relevant limit and rate of liquidated damages stated in the contract data.

9.1 Period for remedying defects \_\_\_\_\_

**10.2 (e) Variation procedures: Day work rates** \_\_\_\_\_ **(details)** **11.1 Terms of Payments**

**a) Mobilization Advance (1) Mobilization Advance up to 10 % of the Contract Price stated in the Letter of Acceptance shall be paid by the Procuring Agency to the Contractor on the works costing Rs.2.5 million or above on following conditions:**

Sindh Public Procurement Regulatory Authority | [www.pprasindh.gov.pk](http://www.pprasindh.gov.pk) **(i) on submission by the Contractor of a Mobilization Advance Guarantee for the full amount of the Advance in the specified form from a Scheduled Bank in Pakistan to the Procuring Agency; (ii) Contractor will pay interest on the mobilization advance at the rate of 10% per annum on the advance; and (iii) This Advance including the interest shall be recovered in 5 equal installments from the five (05) R.A bills and in case the number of bills is less than five (05) then 1/5<sup>th</sup> of the advance inclusive of the interest thereon shall be recovered from each bill and the balance together with interest be recovered from the final bill. It may be insured that there is sufficient amount in the final bill to enable recovery of the Mobilization Advance. OR 2) Secured Advance on Materials (a) The Contractor shall be entitled to receive from the Procuring Agency Secured Advance against an INDENTURE BOND in P W Account Form No. 31(Fin. R. Form No. 2 acceptable to the Procuring Agency of such sum as the Engineer may consider proper in respect of non-perishable materials brought at the Site but not yet incorporated in the Permanent Works provided that: (i) The materials are in accordance with the Specifications for the Permanent Works; (ii) Such materials have been delivered to the Site and are properly stored and protected**

against loss or damage or deterioration to the satisfaction and verification of the Engineer but at the risk and cost of the Contractor; (iii) The Contractor's records of the requirements, orders, receipts and use of materials are kept in a form approved by the Engineer, and such records shall be available for inspection by the Engineer; (iv) The Contractor shall submit with his monthly statement the estimated value of the materials on Site together with such documents as may be required by the Engineer for the purpose of valuation of materials and providing evidence of ownership and payment therefore; (v) Ownership of such materials shall be deemed to vest in the Procuring Agency and these materials shall not be removed from the Site or otherwise disposed of without written permission of the Procuring Agency; (vi) The sum payable for such materials on Site shall not exceed 75 % of the (i) landed cost of imported materials, or (ii) ex-factory / ex-warehouse price of locally manufactured or produced materials, or (iii) market price of stands other materials;

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(vii) Secured Advance should not be allowed unless & until the previous advance, if any, fully recovered; (viii) Detailed account of advances must be kept in part II of running account bill; and (ix) Secured Advance may be permitted only against materials/quantities anticipated to be consumed / utilized on the work within a period of 3 months from the date of issue of secured advance and definitely not for full quantities of materials for the entire work/contract (b) Recovery of Secured Advance: (i) Secured Advance paid to the Contractor under the above provisions shall be effected from the monthly payments on

actual consumption basis, but not later than period specified in the rules not more than three months (even if unutilized); other conditions. (ii) As recoveries are made the outstanding accounts of the items concerned in Part II should be reduced by making deduction entries in the column; –deduct quantity utilized in work measured since previous bill,|| equivalent to the quantities of materials used by the contractor on items of work shown as executed in part I of the bill. (c) Interim payments: The Contractor shall submit to the Engineer monthly statements of the estimated value of the work completed less the cumulative amount certified previously. (i) The value of work completed comprises the value of the quantities of the items in the Bill of Quantities completed. (ii) value of secured advance on the materials and valuation of variations (if any). (iii) Engineer may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information. (v) Retention money and other advances are to be recovered from the bill submitted by contractor. 11.2 \*(a) Valuation of the Works: i) Lump sum price \_\_\_\_\_(details), or ii) Lump sum price with schedules of rates \_\_\_\_\_(details), or iii) Lump sum price with bill of quantities \_\_\_\_\_(details), or iv) Re-measurement with estimated/bid quantities in the Schedule of Prices or on premium above or below quoted on the rates mentioned in CSR \_\_\_\_\_(details), or/and v) Cost reimbursable \_\_\_\_\_(details)

*decide, keeping in view the nature and the scope of the work)*

**Type of cover** The Works

**Amount of cover** The sum stated in the Letter of Acceptance plus fifteen percent (15%)

**Type of cover** Contractor's Equipment:

**Amount of cover** Full replacement cost

**Type of cover** Third Party-injury to persons and damage to property

---

*(The minimum amount of third party insurance should be assessed by the Procuring Agency and entered). Workers: \_\_\_\_\_*

**Other cover\*:** \_\_\_\_\_

*(In each case name of insured is Contractor and Procuring Agency) 14.2 Amount to be recovered Premium plus \_\_\_\_\_ percent (\_\_\_%). 15.3 Arbitration\*\* Place of Arbitration:\_\_\_\_\_*

*\* (Procuring Agency to specify as appropriate)*

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

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## **STANDARD FORMS**

*(Note: Standard Forms provided in this document for securities are to be issued by a bank.*

*In*

*case the bidder chooses to issue a bond for accompanying his bid or performance of*

*contract*

*or receipt of advance, the relevant format shall be tailored accordingly without changing the spirit of the Forms of securities).*

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**FORM OF BID SECURITY (Bank Guarantee) Guarantee No. \_\_\_\_\_ Executed on**

\_\_\_\_\_  
**(Letter by the Guarantor to the Procuring Agency) Name of Guarantor (Scheduled Bank in Pakistan) with address: \_\_\_\_\_ Name of Principal (Bidder) with address: \_\_\_\_\_**

\_\_\_\_\_  
**Sum of Security (express in words and figures): \_\_\_\_\_**

\_\_\_\_\_  
**Bid Reference**

**No. \_\_\_\_\_ Date of Bid \_\_\_\_\_ KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Bid and at the request of the said Principal, we the Guarantor above-named are held and firmly bound unto the**

**\_\_\_\_\_, (hereinafter called The –Procuring Agency||) in the sum stated above, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents. THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the accompanying Bid numbered and dated as above for**

\_\_\_\_\_ (Particulars of Bid) to the said Procuring Agency; and WHEREAS, the Procuring Agency has required as a condition for considering the said Bid that the Principal furnishes a Bid Security in the above said sum to the Procuring Agency, conditioned as under: (1) that the Bid Security shall remain valid for a period of twenty eight (28) days beyond the period of validity of the bid; (2) that in the event of; (a) the Principal withdraws his Bid during the period of validity of Bid, or (b) the Principal does not accept the correction of his Bid Price, pursuant to SubClause 16.4 (b) of Instructions to Bidders, or (c) failure of the successful bidder to (i) furnish the required Performance Security, in accordance with SubClause IB-21.1 of Instructions to Bidders, or (ii) sign the proposed Contract Agreement, in accordance with SubClauses IB-20.2 & 20.3 of Instructions to Bidders,

Sindh Public Procurement Regulatory Authority | [www.pprasindh.gov.pk](http://www.pprasindh.gov.pk) the entire sum be paid immediately to the said Procuring Agency for delayed completion and not as penalty for the successful bidder's failure to perform. NOW THEREFORE, if the successful bidder shall, within the period specified therefore, on the prescribed form presented to him for signature enter into a formal Contract Agreement with the said Procuring Agency in accordance with his Bid as accepted and furnish within fourteen (14) days of receipt of Letter of Acceptance, a Performance Security with good and sufficient surety , as may be required, upon the form prescribed by the said Procuring Agency for the faithful performance and proper fulfilment of the said Contract or in the event of nonwithdrawal of the said Bid within the time specified then this obligation shall be void and of no effect, but otherwise to

remain in full force and effect. PROVIDED THAT the Guarantor shall forthwith pay to the Procuring Agency the said sum stated above upon first written demand of the Procuring Agency without cavil or argument and without requiring the Procuring Agency to prove or to show grounds or reasons for such demand, notice of which shall be sent by the Procuring Agency by registered post duly addressed to the Guarantor at its address given above. PROVIDED ALSO THAT the Procuring Agency shall be the sole and final judge for deciding whether the Principal has duly performed his obligations to sign the Contract Agreement and to furnish the requisite Performance Security within the time stated above, or has defaulted in fulfilling said requirements and the Guarantor shall pay without objection the sum stated above upon first written demand from the Procuring Agency forthwith and without any reference to the Principal or any other person. IN WITNESS WHEREOF, the above bounded Guarantor has executed the instrument under its seal on the date indicated above, the name and seal of the Guarantor being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body. Guarantor (Bank) Witness:  
1. Signature 1. 2. Name \_\_\_\_\_ 3. Title \_\_\_\_\_ Corporate Secretary (Seal) 2. (Name, Title & Address) Corporate Guarantor (Seal)

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## FORM OF PERFORMANCE SECURITY

(Bank Guarantee) Guarantee No. \_\_\_\_\_ Executed on \_\_\_\_\_ Expiry Date (Letter by the Guarantor to the Procuring Agency) Name of Guarantor (Scheduled

Bank in Pakistan) with address:\_\_\_\_\_

Name of Principal (Contractor) with  
address:\_\_\_\_\_

\_\_\_\_\_ Penal Sum of Security

(express in words and figures)\_\_\_\_\_

\_\_\_\_\_ Letter of Acceptance

No.\_\_\_\_\_ Dated \_\_\_\_\_ KNOW ALL MEN BY THESE PRESENTS,

that in pursuance of the terms of the Bidding Documents and above said Letter of  
Acceptance (hereinafter called the Documents) and at the request of the said Principal  
we, the Guarantor above named, are held and firmly bound unto the

\_\_\_\_\_ (hereinafter called the Procuring Agency) in

the penal sum of the amount stated above, for the payment of which sum well and truly  
to be made to the said Procuring Agency, we bind ourselves, our heirs, executors,  
administrators and successors, jointly and severally, firmly by these presents. THE  
CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has accepted the  
Procuring Agency's above said Letter of Acceptance for \_\_\_\_\_

\_\_\_\_\_ (Name of Contract) for the \_\_\_\_\_

\_\_\_\_\_ (Name of Project). NOW THEREFORE, if the Principal

(Contractor) shall well and truly perform and fulfill all the undertakings, covenants,  
terms and conditions of the said Documents during the original terms of the said  
Documents and any extensions thereof that may be granted by the Procuring Agency,

**with or without notice to the Guarantor, which notice is, hereby, waived and shall also well and truly perform and fulfill all the undertakings, covenants terms and conditions of the Contract and of any and all modifications of the said Documents that may hereafter be made, notice of which modifications to the Guarantor being hereby waived, then, this obligation to be void; otherwise to remain in full force and virtue till all requirements of Clause 9, Remedying Defects, of Conditions of Contract are fulfilled. Our total liability under this Guarantee is limited to the sum stated above and it is a condition of any liability attaching to us under this Guarantee that the claim for payment in writing shall**

**Sindh Public Procurement Regulatory Authority | [www.pprasindh.gov.pk](http://www.pprasindh.gov.pk) be received by us within the validity period of this Guarantee, failing which we shall be discharged of our liability, if any, under this Guarantee. We, \_\_\_\_\_ (the Guarantor), waiving all objections and defenses under the Contract, do hereby irrevocably and independently guarantee to pay to the Procuring Agency without delay upon the Procuring Agency's first written demand without cavil or arguments and without requiring the Procuring Agency to prove or to show grounds or reasons for such demand any sum or sums up to the amount stated above, against the Procuring Agency's written declaration that the Principal has refused or failed to perform the obligations under the Contract, for which payment will be effected by the Guarantor to Procuring Agency's designated Bank & Account Number. PROVIDED ALSO THAT the Procuring Agency shall be the sole and final judge for deciding whether the Principal (Contractor) has duly performed his**

obligations under the Contract or has defaulted in fulfilling said obligations and the Guarantor shall pay without objection any sum or sums up to the amount stated above upon first written demand from the Procuring Agency forthwith and without any reference to the Principal or any other person. IN WITNESS WHEREOF, the above bounded Guarantor has executed this Instrument under its seal on the date indicated above, the name and corporate seal of the Guarantor being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body. \_\_\_\_\_ Guarantor (Bank) Witness: 1. \_\_\_\_\_ 1. Signature \_\_\_\_\_ 2. Name \_\_\_\_\_ Corporate Secretary (Seal) 3. Title \_\_\_\_\_ 2. \_\_\_\_\_ \_\_\_\_\_ (Name, Title & Address) Corporate Guarantor (Seal)

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**FORM OF CONTRACT AGREEMENT THIS CONTRACT AGREEMENT** (hereinafter called the –Agreement||) made on the \_\_\_ day of \_\_\_\_\_ 200 \_\_\_ between \_\_\_\_\_ (hereinafter called the –Procuring Agency||) of the one part and \_\_\_\_\_ (hereinafter called the –Contractor||) of the other part. WHEREAS the Procuring Agency is desirous that certain Works, viz \_\_\_\_\_ should be executed by the Contractor and has accepted a Bid by the Contractor for the execution and completion of such Works and the remedying of any defects therein. NOW this Agreement witnesseth as follows: 1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract

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

Sindh Public Procurement Regulatory Authority | [www.pprasindh.gov.pk](http://www.pprasindh.gov.pk)      **IN WITNESS WHEREOF** the parties hereto have caused this Contract Agreement to be executed on the day, month and year first before written in accordance with their respective laws. Signature of the Contactor  
Signature of the Procuring Agency \_\_\_\_\_ (Seal) (Seal)  
Signed, Sealed and Delivered in the presence of: Witness: Witness:  
\_\_\_\_\_ (Name, Title and Address) (Name, Title and Address)

**MOBILIZATION ADVANCE GUARANTEE** Guarantee No. \_\_\_\_\_ Executed on \_\_\_\_\_ (Letter by the Guarantor to the Procuring Agency) WHEREAS the \_\_\_\_\_ (hereinafter called the Procuring Agency) has entered into a Contract for \_\_\_\_\_

\_\_\_\_\_ (Particulars of Contract), with

\_\_\_\_\_ (hereinafter called the Contractor). AND WHEREAS the Procuring Agency has agreed to advance to the Contractor, at the Contractor's request, an amount of Rs. \_\_\_\_\_ Rupees \_\_\_\_\_) which amount shall be advanced to the Contractor as per provisions of the Contract. AND WHEREAS the Procuring Agency has asked the Contractor to furnish Guarantee to secure the advance payment for the performance of his obligations under the said Contract. AND WHEREAS

\_\_\_\_\_ (Scheduled Bank) (hereinafter 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, as aforesaid, on the part of the Contractor, shall be given by the Procuring Agency to the Guarantor, and on such first written demand payment shall be made by the Guarantor of all sums then due under this Guarantee without any reference to the Contractor and without any objection.

Sindh Public Procurement Regulatory Authority | [www.pprasindh.gov.pk](http://www.pprasindh.gov.pk) This Guarantee shall come into force as soon as the advance payment has been credited to the account of the Contractor. This Guarantee shall expire not later than \_\_\_\_\_ by which date we must have received any claims by registered letter, telegram, telex or telefax. It is understood that you will return this Guarantee to us on expiry or after settlement of the total amount to be claimed hereunder. \_\_\_\_\_ Guarantor (Scheduled Bank)

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

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**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 ..... -197--" - BETWEEN (hereinafter 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 (hereinafter called "the Government" of the other part). WHEREAS by an agreement, dated (hereinafter called the said agreement, the contractor has agreed to perform the under-mentioned works (hereinafter referred to as the said work):- (Here enter (the description of the works)).<sup>1</sup> AND WHEREAS 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 (E). the said works signed by the contractor

Fin R.Form.17.A ON..... — and on such covenants and conditions as are hereinafter contained and the Government has reserved to itself the option of marking any further advance or advances on the security of other materials brought by the Contractor to the site of the said 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 whereof the Contractor doth hereby acknowledge) and of such further advances (if any) as may be made to him as aforesaid (all of which

advances are hereinafter collectively referred to as the said amount) the Contractor doth hereby assign unto the Government the said materials by way of security for the said amount And doth hereby covenant and agree with the Government and declare ay follow :- (1) That the said sum of Rupees .....- .....- ..... (Rf. ----- ) so advanced by the Government to the Contractor as aforesaid and all or any further sum or sums which may be advanced aforesaid shall be employed by the contractor in or towards expending the execution of the said works and for no other purpose whatsoever.

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(2) That the materials detailed in the said Running Account Bill (B) which have been Offered to and accepted by (he Government as security for the said amount are absolutely by the Contractors own property free from encumbrances of any kind and the Contractor will not make any application for or receive a further advance on the security of materials which are not absolutely his own property and free from encumbrances of any kind and the contractor hereby agrees, at all times, to indemnify and save harmless the Government against all claims whatsoever to any materials in respect of which an advance has been made to him as aforesaid. (3) That the said materials detailed in the said Running Account Bill (B) and all other

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

directions of the Divisional Officer----- (hereinafter called the Divisional Officer) and in the terms of the said agreement. (4) That the Contractor shall make at his own cost all necessary and adequate arrangement for the proper watch, safe custody and protection against all risks of the said material and that until used in construction as aforesaid the said materials shall remain at the site of the said works in the Contractor's custody and at his own risk and on his own responsibility and shall at all times be open to inspection by (he Divisional Officer or any officer authorized by him. In the event of the said materials of any part (hereof being stolen, destroyed or damaged or becoming deteriorated in a grater degree than is due to reasonable use and wear thereof Contractor will forthwith replace the same with other materials of like qualify or repair and make good the same as required by the Divisional Officer and the materials so brought to replace the said materials so repaired and made good shall also be considered as security for the said amount. (5) 'Hurt the said materials shall not on any account be removed from the site of the said works except with the written permission of the Divisional Officer or an officer authorized by him in that behalf (6) That the said amount shall be payable in full when or before the Contractor receives payment, from the Government of the price payable to him for the said works under the terms and provisions of the said agreement PROVIDED THAT if any intermediate payments are made to the contractor on account of work done then on the occasion of each such payment the Government will be at liberty to make a recovery from the Contractors Bill for such payment by deducting there from in the value of the said

materials (hen actually used in the construction and in respect of which recovery has not been made previously the value for this purpose being determined in respect of each description of material at (he rates at which the amount of the advances made under these presents were calculated. (7) That if the Contractor shall at any time make any default in the performance or 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

Sindh Public Procurement Regulatory Authority | [www.pprasindh.gov.pk](http://www.pprasindh.gov.pk)      percent per annum from the date or respective dates of such advance or advances to the date or repayment and with all costs, charges, damages and expenses incurred by the Government in or for the recovery thereof or the enforcement of this security or otherwise by reason of (he default of the Contractor and any moneys so becoming due and payable shall constitute a debt due from the Contractor to the Government and the Contractor hereby covenants and agrees with the Government to repay and the same respectively to it accordingly. (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 withstanding anything in the said agreement and without

prejudice to the powers contained therein if and whether the covenant for payment and repayment hereinbefore contained shall become enforceable and the money owing shall not be paid to accordingly. Once therewith the Government may at any time thereafter adopt all or any of following courses as it may deem best ;- (a) Seize and utilize the said materials or any part thereof in the completion of the said works on behalf of the Contractor in accordance with the provisions in that behalf contained in the said agreement debiting the Contractor with the actual cost of effecting such completion the amount due in respect of advances under these presents and crediting the Contractor with the value of work done as he had carried it out in accordance with the said agreement and at the rates thereby provided. If the balance is against the Contractor he is to pay the same to the Government on demand. (b) Remove and sell by public auction the seized materials or any part thereof and out of the moneys arising from the sale retain all the sums aforesaid repayable to the Government under these presents and pay over the surplus (if any) to the Contractor. (c) Deduct all or any part of the moneys owing out of the security deposit or any sum due to the Contractor under the said agreement. (9) That except as is expressly provided by the presents interest on the aid advance shall not be payable. (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 hereinbefore expressly provided for the same shall be referred to the Superintending

**Engineer..... Circle whose..... decision shall be final and the provisions of the Indian Arbitration Act for the time being in force so far as they are applicable shall apply to any such reference.**

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**In witnesses whereof the\* -----**

**\_\_\_\_\_ on behalf of the Governor of Sindh and the said..... —**

**..... - ..... --have hereunto set their respective hands and seals the day and first above written. Signed, sealed and delivered by\* In the presence of Seal 1st witness 2<sup>nd</sup> witness Signed, sealed and delivered by\* In the presence of Seal 1st Witness 2<sup>nd</sup> witness**

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## **SPECIFICATIONS**

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

**contract. Samples of specifications from similar to previous procurements are useful in this respect. The use of metric units is encouraged. Depending on the complexity of the works and the repetitiveness of the type of procurement, it may be advantageous to standardize the Technical Specifications that should cover all classes of workmanship, materials and equipment although not necessarily to be used in a particular procurement. Care must be taken in drafting specifications to ensure that they are not restrictive. In the specification of standards for equipment, materials, and workmanship, recognized international standards should be used as much as possible. The specifications shall consider all conditions but not limited to seismic conditions, weather conditions and environmental impact. The specifications should state that equipment, materials, and workmanship that meet other authoritative standards, and which ensure at least a substantially equal quality than the standards mentioned, will also be acceptable. The following clause may be inserted in the Specifications. Sample Clause: Equivalency of Standards and Codes Wherever reference is made in the Specifications to specific standards and codes to be met by Works to be furnished and tested, the provisions of the latest current edition or revision of the relevant shall apply, unless otherwise expressly stated in the Contract. Other authoritative standards that ensure equivalence to the standards and codes specified will be acceptable.]**

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### **\*DRAWINGS**

***\* (Note: The Engineer/Procuring Agency may incorporate specific Drawings for***

*Bidding purposes only or may include the detailed drawings in a separate volume, if necessary).*

**constuction of water supply scheme comprising Tube Well, pump house Pumping Machinery, Inter connection,UPVC distribution system, compound wall for Village Muhammad Arif Khan Jakhrani Uc Sodhi Taluka Kashmore**

**SCHEDULE B**

**A) Tube Wells**

<b>S.No</b>	<b>Description</b>	<b>Qty</b>	<b>Unit</b>	<b>Rate</b>	<b>Amount</b>
1	Boring for Tube Wells in all water bearing soils from ground level up to 100' or 30.50 M depth including sinking & withdrawing of casing pipe (PHSI No:1 P41) 12" Dia	60	P Rft	743	44580
2	Supplying & Installing PVC Strainer B Class of approved design quality & make including necessary sockets etc complete. (PHSI No:9 P43) 8" Dia	35	P Rft	554.05	19392
3	Providing Strong substantially built wooden locked box with compartments for preserving 2 Lbs(1 Kg) samples stratas (PHSI No:5 P43).	1	Each	3530	3530
4	Taking & preserving in Box 2 Lbs (1Kg) sample of strata from bore hole (PHSI No: 6 P43)	5	Each	101	505
5	Supplying & Installing PVC Blind Pipe B Class of approved design quality & make including necessary sockets etc complete. (PHSI No:12 P44) 8" Dia	26	P Rft	516.8	13437

6	Taking samples of water from bore hole and placing in two separate bottles (PHSI No:7 P43)	5	Each	131	655
7	Supplying & Fixing PVC End Plug (SMI No: P ) 8" dia	1	Each	1000	1000
8	Supplying & Fixing MS plug of approved quality (PHSI 8b P-43)	1	Each	2607	2607
9	Shrouding with fine graded bajri (3/8" to 1/8" or 9mm to 3mm in between bore and blind pipe of the following diameter of strainer (PHSI No:13 P45)	60	P Rft	105	6300
10	Development charges of tube well (RA)	60	P Cft	200	12000
				<b>Grand Total Rs.</b>	<b>104,006.00</b>

#### Pump House 12' x 14'

S.No	Description	Nos	L	B	D	Qty	Amount
1	Excavation in foundation of building bridges and other structures i/c bailing, dressing, filling around the structure with excavated earth, watering, ramming Lead up to one chain & lift up to 5.0' (CSI No:18 P4)						
<b>Qty</b>		<b>188.00</b>	<b>cft at</b>	<b>3176.25</b>	<b>p%0</b>	<b>cft</b>	<b>Rs 597</b>
2	Cement Concrete bricks or stone ballast 1 1/2" to 2" gauge ratio 1:4:8 (CSI No:4 P16)						
<b>Qty</b>		<b>87.42</b>	<b>cft at</b>	<b>9416.28</b>	<b>p%</b>	<b>cft</b>	<b>Rs 8231</b>
3	Random rubble Masonry (Un-coursed) in cement sand mortar 1:6 (CSI No: 1(d) P28)						
<b>Qty</b>		<b>141.00</b>	<b>cft at</b>	<b>17723.0</b>	<b>p%</b>	<b>cft</b>	<b>Rs 24989</b>

4	Coursed rubble Masonry i/c hammer dressing cement sand mortar 1:6 (CSI No: 2(d) P28)							
<b>Qty</b>		<b>190.93</b>	<b>cft at Rs</b>	<b>25321.0</b>	<b>p%</b>	<b>cft</b>	<b>Rs</b>	<b>48345</b>
5	D P C in cement sand 2" thick (CSI No: 28 P19)							
<b>Qty</b>		<b>58.75</b>	<b>sft at Rs</b>	<b>4982.18</b>	<b>p%</b>	<b>sft</b>	<b>Rs</b>	<b>2927</b>
6	Pucca Brick work in ground floor i/c striking of joints in cement sand mortar 1:6 (CSI No:5 P21)							
<b>Qty</b>		<b>308.64</b>	<b>cft at Rs</b>	<b>12674.36</b>	<b>p%</b>	<b>cft</b>	<b>Rs</b>	<b>39117</b>
	fFabrication of heavy steel (CSI NO.24 P-92)							
7	Door		1	4.0	7.0	28.00		
	Window		1	3.0	4.0	12.00		
						40.00		
<b>Qty</b>		<b>4.41</b>	<b>cwt at Rs</b>	<b>4928.49</b>	<b>pcwt</b>		<b>Rs</b>	<b>21735</b>
8	Fabrication of mild steel reinforcement for cement concrete i/c cutting bending laying in position making joints and fastening i/c cost of binding wire also includes removal of rust from bars (CSI NO.7 (a) P-17)							
<b>Qty</b>		<b>4.23</b>	<b>cwt at Rs</b>	<b>5001.70</b>	<b>pcwt</b>		<b>Rs</b>	<b>21157</b>
9	RCC work in roof slabs beams columns rafts lintels and other structural members laid in situ are precast laid in position etc complete in all respects ratio 1:2:4 {cement, sand, shingle 1/8" to 1/4"} (CSI 6 P-17)							
<b>Qty</b>		<b>105.36</b>	<b>cft at Rs</b>	<b>337</b>	<b>pcft</b>	<b>cft</b>	<b>Rs</b>	<b>35509</b>
10	Filling watering ramming in floor surplus earth from foundation lead upto one chain and lift upto 5 ft: (CSI No.21 P-4)							
<b>Qty</b>		<b>368.17</b>	<b>cft at Rs</b>	<b>1512.5</b>	<b>p%0</b>	<b>cft</b>	<b>Rs</b>	<b>557</b>
11	Providing Laying 3" thick CC Topping 1:2:4 i/c surface finishing and dividing into panels (CSI.NO.16 P-42)							
<b>Qty</b>		<b>109.25</b>	<b>sft at Rs</b>	<b>4411.82</b>	<b>p%</b>	<b>sft</b>	<b>Rs</b>	<b>4820</b>
12	Cement plaster 1:6 upto 12' height 1/2" thick (CSI No:11 P-57)							

Qty	388	sft at Rs	2206.6	p%	sft	Rs	8562
13	Preparing new surface and painting of doors & window any type i/c edge (CSI.NO.5 c P-70) Two coats						
Qty	104.0	sft at Rs	2116.41	p%	sft	Rs	2201
	Cement plaster 1:4 upto 12' height 3/8" thick (CSI No:11 P-57)						
Qty	388	sft at Rs	2197.52	p%	sft	Rs	8526
14	Errection & filling in position of iron trusses stoping of water tank etc complete (GSI NO 3 P-91)						
Qty	4.41	cwt at Rs	271.04	pcwt	sft	Rs	1195
15	<b>Cement pointing struck joints on walls</b>						
Qty	448	sft at Rs	1213.58	p%	sft	Rs	5437
16	Pointing flush on stone work in cement mortar 1:3 (CSI.NO.20 P-53)						
Qty	195.0	sft at Rs	1758.08	p%	sft	Rs	3428
15	White washing two coats (CSI.NO.26 P-54) Ceiling						
Qty	204.0	sft at Rs	425.84	p%	sft	Rs	869
16	White washing one coat (CSI.NO.25 P-54) Quantity same as Cement Plaster						
Qty	348.00	sft at Rs	416.63	p%	sft	Rs	1450
17	Colour washing two coat (CSI.NO.25 P-54) Quantity same as Cement Plaster						
Qty	796.00	sft at Rs	859.9	p%	sft	Rs	6845
18	supplying and fixing in position iron steel girl (CSINo 26 p-93)						
Qty	24.0	sft at Rs	180.5		psft	Rs	4332
						<b>Total</b>	<b>250828</b>

### Compound Wall Around Water works

S.No	Description	Qty	Unit	Rate	Amount
1	Excavation in foundation of building bridges & other structures i/c dag-belling dressing refilling around the structure with excavated earth watering ramming lead upto one chain & lift up to 5 ft (CSI.No.18 P-4) In Ordinary Soil	452	P %oCft	3176.25	1436.00
2	CC Brick or stone ballast 1 1/2" to 2" gauge (CSI.No.4 P-16) Ratio 1:4:8	113	P %oCft	9416.28	10640.00
3	Random rubble masonry (un-coursed) in cement sand mortar 1:6 (CSI.NO.1 (d) P-31)	324	P %Cft	17723.00	57423.00
4	Random rubble masonry i/c hammer dressing in cement sand mortar 1:6 (CSI.NO.2 (d) P-31)	292.5	P %Cft	25321.00	74064.00
5	Pucca Brick work in ground floor i/c striking of joints upto 20' height in cement sand mortar 1:6 (CSI No:7 (i)P-24)	187.5	P %Cft	12346.65	23150.00
6	Cement pointing struck joint on wall Ratio 1:3 (CSI.No.19 (b) P-28)	380	P %Sft	1213.58	4612.00
7	Cement plaster 1:4 upto 20'height 3/8" thick (CSI.NO.11P-57)	560.8	P %Sft	2197.52	12324.00
8	Cement plaster 1:6upto1 2'height 1/2" thick (CSI.NO.11P-57)	560.8	P %Sft	2,206.60	12,375.00
9	DPC 1:2:4 i/c 2 coats of asphalt mixture (CSI.No.27 P-22) 3" thick	130	P.%Sft	4982.18	6477.00
10	Pointing flush on stone work in cement mortar 1:3 (CSI.NO.30 P-58)	572	P.%Sft	1758.08	10056.00
11	RCC work in roof slabs beams columns rafts lintels and other structural members laid in situ are pre-cast laid in position etc complete in all respects ratio 1:2:4(CSI.No:6 P-17)	51.5	p/cft	337	17356

12	Fabrication of mild steel reinforcement for cement concrete i/c cutting bending laying in position making joints and fastening i/c cost of binding wire also includes removal of rust from bars (CSI NO.7 P-17)	2.06	p/cwt	5001.7	10304
13	Making & fixing steel grated door with 1/16" thick sheet i/c angle iron frame 2x2x3 & 3/4" square bars @ 4" C/C with locking arrangements (CSI NO.24 P-97)	60	P.Sft	726.72	43603.00
14	White washing one coat (CSI.NO.25 P-59) Quantity same as Item No 7 & 8 Cement Plaster	940.8	P.%Cft	416.63	3920.00
14	Colour washing two coat (CSI.NO.25 P-59) Quantity same as Item No: 14	940.8	P.%Sft	859.90	8090.00
15	Preparing surface and pointing of doors and windows any type i/c edge (CSI.NO.5 C P-76)	120	P.%Sft	2116.41	2540.00
				<b>Total Rs.</b>	<b>298370.00</b>

#### E) uPVC Pipe Distribution System , 4" & 3" dia

S.No	Description	Qty	Unit	Rate	Amount
1	Excavation for pipe line including trenches pits tanks and reservoir in soft soil including trimming dressing to true alignment and shape leveling of bed of trenches to correct level and grade cutting jointing holes providing fence guards lights flags and temporary crossing for non vehicular traffic where ever required lift up to 5 ft (1.52 m) and lead up to one chain (30.5 m) (PHSI.No.1 P-60)	117120	P %0Cft	3600.00	421,632.0

	Providing PVC pipes of (B) Class (or equivalent make) and fixing in trenches including cutting fitting and jointing with 'Z' joint with one rubber ring including testing with water to a head of 66 meter or 200 ft.(PHSI NO1 P22 )				
2	For 4" dia	13050	P Rft	137.00	1,787,850.0
	For 3" dia	6470	P Rft	90.00	582,300.0
	PVC Bend 90 degree for PVC pipes (standard weight for ACIL (B) Class) (SMI.NO.16 ii P-27)				
3	For 4" dia	8	Each	956.00	7,648.0
	For 3" dia	11	Each	731.00	8,041.0
	PVC Tees Equal for A.C pipes (SMI.NO.18(5) P-26)				
4	Size 4" dia	3	Each	1181.00	3,543.0
	Size 3" dia	3	Each	900.00	2,700.0
	C.I Reducers for PVC pipes (SMI.NO.16(iv) P-29)				
5	Size 4" x 3"	2	Each	1258.00	2,516.0
	Supplying & Fixing C.I Sluice Valve heavy pattern test pressure (PHSI.NO.2 P-9)				
6	For 4" dia	1	Each	5460.00	5,460.0
	For 3" dia	2	Each	4290.00	8,580.0
	C.I Tail Piece (SMI.NO.9(iv) P-15)				
7	For 4" dia	2	Each	612.00	1,224.0
	For 3" dia	2	Each	568.00	1,136.0
9	Supplying Fire Hydrant Tee 4" dia	2	Each	1112.5	2225
10	Air Valve 3" dia	2	Each	4000	8000
	Gibault Joint (SMI.NO.10(14) P-16)				
11	For 4" dia	2	Each	731.25	1,463.0
	For 3" dia	2	Each	568.75	1,138.0
	PVC Socket B Class (SMI No 16 iii P 28)				
12	For 4" dia	8	Each	1125.00	9,000.0

	For 3" dia	8	Each	405.00	3,240.0
13	Making joint to PVC Specials fitting (including laying of) the required diameter and testing the joints along with the Asbestos Cement pressure Pipeline to the specified pressure and making good to all leaky joints etc complete (PHSI.NO.1b P-41)				
	For 4" dia	8	P Joint	59.00	472.0
	For 3" dia	8	P Joint	70.00	560.0
14	Jointing CI / MS flanged pipes and specials flanged and inside a trench including supplying rubber packing of the required thickness nuts bolts with washers etc and other tools required for jointing and testing the joints to the specified pressure etc complete (PHSI No 1a P 35)				
	For 4" dia	4	P Joint	513.00	2,052.0
	For 3" dia	8	P Joint	499.00	3,992.0
15	PVC Dead End (SMI No 10(10) P26)				
	For 4" dia	2	Each	544.00	1,088.0
	For 3" dia	8	Each	382.00	3,056.0

16 Providing chamber 2 1/2' x 2 1/2' (750 x 750 mm) inside dimension 4 1/2' (1372mm) deep as per approved design for sluice valve 3" to 12" dia with 18" (457 mm) dia inside cast iron cover and frame (wt = 1 cwt 3 qr) fixed in RCC 1:2:4 (102mm) thick (with 5 lbs steel per cft) 9" (299 mm) brick masonry walls set in 1:6 cement mortar 6" (1152 mm) thick cement concrete 1:3:6in foundation 1" (25 mm) thick cement concrete 1:2:4 flooring 1/2" (12.5 mm) thick cement plaster 1:3 to all inside wall surface and to top i/c providing and fixing M.S foot rest at every one foot beyond 2 1/2 ft depth, curing, excavation, back filling and disposal of surplus earth etc complete. (PHSI No Q(1) P-49)

5 Each 18820.00 94,100.0

17 Refilling the excavated stuff in trenches 6" thick layers including watering ramming to full compaction etc complete.(PHSI.NO.24 P-77)

105408 P %o cft 2760.00 290,926.0

Grand Total Rs. 3,253,942.0

**B) Pump House 12' x 10',**

<b>S.No</b>	<b>Description</b>	<b>Qty</b>	<b>Unit</b>	<b>Rate</b>	<b>Amount</b>
1	Excavation in foundation of building bridges and other structures i/c bailing, dressing, filling around the structure with excavated earth, watering, ramming Lead up to one chain & lift up to 5.0' (CSI No:18 P4)	264	P‰ Cft	3,176.25	839.00
2	Cement Concrete bricks or stone ballast 1 1/2" to 2" gauge ratio 1:4:8 (CSI No:4 P16)	93	P %Cft	9,416.28	8,785.00
3	Random rubble Masonry (Un-coursed) in cement sand mortar 1:6 (CSI No: 1(d) P28)	141	P %Cft	18,535.00	26,134.00
4	Coursed rubble Masonry i/c hammer dressing cement sand mortar 1:6 (CSI No: 2(d) P28)	118	P %Cft	26,288.00	31,020.00
5	D P C in cement sand 3" thick (CSI No: 28 P19)	59	P %Sft	4,982.18	2,939.00
6	Pucca Brick work in ground floor i/c striking of joints in cement sand mortar 1:6 (CSI No:5 P21)	339	P %Cft	12,674.36	42,966.00
7	Making and fixing steel grated door with 1/16" thick sheet i/c angle iron frame 2x2x3 & 4" square bars @ 4" C/C with locking arrangements (CSI NO.24 P-92)	46.75	P.Sft	726.72	33,974.00
8	Fabrication of mild steel reinforcement for cement concrete i/c cutting bending laying in position making joints and fastening i/c cost of binding wire also includes removal of rust from bars (CSI NO.7 (a) P-17)	4.22	Cwt	4,820.20	20,341.00
9	RCC work in roof slabs beams columns rafts lintels and other structural members laid in situ are precast laid in position etc complete in all respects ratio 1:2:4 {cement, sand, shingle 1/8" to 1/4"} (CSI P-17)	105	Cft	337.00	35,385.00
10	Filling watering ramming in floor surplus earth from foundation lead upto one chain and lift upto 5 ft: (CSI No.21 P-4)	205	P‰ Cft	1,512.50	310.00
11	Providing Laying 3" thick CC Topping 1:2:4 i/c surface finishing and dividing into panels (CSI.NO.16 P-42)	109	P%Sft	3,275.50	3,570.00

12	Cement plaster 1:4 upto 20' height 3/8" thick (CSI No:11 P-57)	426	P%Sft	2,197.52	9,361.00
13	Cement pointing struck joint on wall Ratio 1:3 (CSI.No.19 (b) P-53)	491	P %Sft	922.63	4,530.00
14	Preparing new surface and painting of doors & window any type i/c edge (CSI.NO.5 P-70) Two coats	94	P %Cft	1,489.68	1,400.00
15	Pointing flush on stone work in cement mortar 1:3 (CSI.NO.20P-53)	104	P %Sft	1,062.33	1,105.00
16	White washing two coats (CSI.NO.26 P-54) Ceiling	239	P %Sft	425.84	1,018.00
17	Distempering two coat (CSI.NO.24 P-54) Quantity same as Cement Plaster & Pointing	1021	P %Sft	1,044.00	10,658.00
18	Cement plaster 1:6 upto 12" height 1/2" thick (CSI No:11 P-52)	426	P %Sft	1,043.90	9,400.00
				<b>Total Rs</b>	<b>243,735.00</b>

**C) Pumping Machinery 10 BHP for Tube Wells**

<b>S No</b>	<b>Item Description</b>	<b>Qty</b>	<b>Unit</b>	<b>Rate</b>	<b>Amount</b>
1	<p>Supplying &amp; Installing in position i/c transportation to site of work at Muhammad Arif Khan Jakhrani Electric Pumping set of 2900 R.P.M (Siemens) made 10 BHP type (1LA7 130-4AA 10) 3 Phase 50 cycles 400/420 volts coupled with centrifugal pump (K.S.B), Pump type (ETA 40-200) size 2"x 1 1/2" mounted on common steel frame on base plates KSB (Capable of Discharging 80 IG.P.M against the required head of 165 ft: i/c installing of pumping set on cement concrete foundation Ratio: 1:2:4 with M.S nuts and bolts of 5/8" to be embedded in cement concrete foundation and CC 1:4:8 with ballast motor controll unit MCU/SD 7.50 HP 17A consist if circuit breaker megnetic contrctor over load protection under/over voltage protection /phase failure protection /AM Meter with current transformer / volt meter with potential transformer auttomatic star delta chang over switch controll an power cables indicating lights and all these componants are fixed in a metallic dust and smoke proof box KSB made i/c Providing internal Electric wiring from mains with (7/ 0.36) PVC insulated wire 600 volts grade in 25 mm (1") PVC conduit on surface as required i/c providing and fixing earthing set with 0.6 m x 0.6 mm (2'x2'x 1/4") G. I plate buried in the ground at depth 3.7 m (12ft) or less as per PWD/ PAK specifications and testing of pumping set against the required head, for 72 hours etc complete.(RA Attached)</p>	1	Each	293,000	293,000.00
<b>Total Rs</b>				<b>293,000.0</b>	

### GENERAL ABSTRACT

S. NO	Name of sub work	AMOUNT
1	Tube Wells 1 No	104006.00
2	Pump House 12x10 1 No	250828.00
3	Pumping Machinery 10 BHP 1 set	293000.00
4	Inter Connection 1 set	56587.00
5	UPVC Pipe Distribution System 4" & 3" Dia	3253942.00
6	Compound wall	298370.00
<b>Total Rs</b>		<b>4256733.00</b>

### Conditions

- 1 The Work Shall have to be executed according to the PWD/PHE Specifications.
- 2 No premium on non schedule Items shall be paid to the contractor.
- 3 Any error & omission and description of Item of work will be governed with relevant Schedule of Rates
- 4 The Contractor shall have to bring the material to be used in the work from the quarries as mentioned in the estimate.

(Sabir Ali Shaikh)  
Executive Engineer  
Public Health Engg: Division  
Kashmore @ Kandhkot

# **STANDARD FORM OF BIDDING DOCUMENT FOR**

## **PROCUREMENT OF WORKS**

**(For Contracts (Small) amounting between Rs.2.5 million to Rs.50 million)**

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## **INSTRUCTIONS TO PROCURING AGENCIES**

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## **INSTRUCTIONS TO PROCURING AGENCIES**

**(Not to be included in Bidding Documents)**

**A. Basis of Documents** These Documents have been prepared as a global document intended to be used by different agencies/users according to their requirements. This document is envisaged for National Competitive Bidding (NCB), meant for use for Works costing not more than Rs. 25 Million. These documents may be tailored according to the scope of works as well as in case of contracts on International Competitive Bidding (ICB) basis, funded by international financial institutions/donors, with payments in foreign currencies. Procuring agencies are then to tailor the relevant clauses to suit their requirements including appropriate modifications in the relevant sections of the documents in the light of SPPRA Bidding Documents for Large Works. The Procuring Agency is expected to manage the Contract itself. The role of Engineer may be added by the Procuring Agency, if the Procuring Agency wishes to engage a consultant. The role of the Engineer with specific delegated powers under various clauses of Instructions to Bidders such as clarifications of Bid Documents, Amendment of Bid Documents, evaluation of Bids etc. and to administer the Contract under various clauses of Conditions of Contract should have been specified. The Procuring Agency will be required to set out in the specifications and drawings the full scope of work including the extent of design to be done by the Contractor, if any.

**B. Contents of Documents** As stated in Clause IB.4 of Instructions to Bidders, the complete Bidding Documents in addition to Invitation for Bids shall comprise items listed therein including any addendum to Bidding Documents issued in accordance with IB.6. The Standard Form of Bidding Documents (for Small Contracts) includes the following: 1. Instructions to Bidders & Bidding Data 2. Form of Bid & Schedules to Bid 3. Conditions of Contract & Contract Data 4. Standard Forms 5. Specifications 6. Drawings, if any In addition, Instructions to procuring agencies are also provided at various locations of this document within parenthesis or as a Note(s). Procuring agencies are expected to edit or finalise this document accordingly, by filling in all the relevant blank spaces and forms as per the scope of the work, deleting all notes and instructions intended to help the bidders. The procuring agency is required to prepare the following for completion of the Bidding Documents: (i) Invitation for Bids

Sindh Public Procurement Regulatory Authority | [www.pprasindh.gov.pk](http://www.pprasindh.gov.pk) (ii) Bidding Data (iii) Schedules to Bid (Samples) (iv) Schedule of Prices (Format) (v) Contract Data (vi) Specifications (vii) Drawings, if any The Procuring agency's attention is drawn to the following while finalizing the Bidding Documents.

**C. Notice Inviting Tender/ Invitation for Bids/ Request for Expression of Interest** The –Notice Inviting Tender|| is meant for publication of tenders for calling bids in the newspapers and SPPRA Website. The blank spaces wherever shown are required to be filled by the Procuring Agency before issuance of Bidding Documents. The Procuring Agency may modify para 1 of Notice Inviting Tender as per its requirements. The notice should be published so as to give the interested bidders sufficient working period for preparation and submission of bids – not less than 15 days for National Competitive Bidding and 45 days for International Competitive Bidding (SPP Rule 18). 1. The eligible bidders are defined in IB.2; the text can be amended by the Procuring Agency as deemed appropriate.

2. The non-refundable fee for the sale of Bidding Documents should be nominal so as to cover printing/reproduction and mailing costs and to ensure that only bona-fide bidders shall apply (SPP Rule 20). 3. The amount of Bid Security should be a lump sum figure or a percentage, but not less than 1% and more than 5% of bid price and should be in accordance with IB.13.1

**(SPP Rule 37). 4. If the venue of receipt of bids and the opening of bids is the same, the times for receipt and opening of bids are to be entered in last Para of the Notice Inviting Tender, otherwise indicate the name, address and exact location for the opening of bids. However the date for the receipt and the opening of bids shall be same (SPP Rule 41).**

**D. Instructions to Bidders These Instructions to Bidders will not be part of Contract and will cease to have effect once the Contract is signed along with Bidding Data. The Instructions to Bidders can be used as given. Procuring agency may have to make changes under Bidding Data. The Procuring Agency's or Engineer's Representative, if any, shall exercise powers of the Engineer/Procuring Agency under and in connection with Clauses IB.5, IB.6, IB.16, etc. In**

**Sindh Public Procurement Regulatory Authority | [www.pprasindh.gov.pk](http://www.pprasindh.gov.pk) case an Engineer has been appointed by the Procuring Agency, the aforesaid clauses may be modified accordingly to specify the role of the Engineer by the Procuring Agency, otherwise the Engineer's reference wherever exist, except Sub-Clause 1.1.20 & Clause 15 of Conditions of Contract and Item 1.1.20 of Contract Data, shall be deleted.**

**E. Bidding Data The blank spaces wherever shown in Bidding Data are required to be filled by the Engineer/Procuring Agency before issuance of Bidding Documents. 1. Contents of IB.10.3 may be retained or modified by the Procuring Agency. 2. Procuring Agency should insert required experience in IB.11.2. 3. Referring to IB.14.1, the period of bid validity may range from 30 to 90 days depending upon the size and nature of the works. Number of days shall be filled in as per Procuring Agency's requirements. 4. Contents of IB.16.3 to IB.16.8 may be retained or modified by the Procuring Agency in accordance with its requirements.**

**F. Schedules to Bid Specimen of Schedules to Bid including format of Schedule of Prices are provided in this document. The Procuring Agency may add/delete/modify as per its requirement. The blank spaces wherever shown are required to be filled by the Engineer/Procuring Agency before issuance of Bidding Documents except those required to be provided by the Contractor.**

**G. Conditions of Contract The procuring agency while preparing Contract Data, shall ensure that no**

Clause of Conditions of Contract is deleted and that the changes included in Contract Data shall be such as not to change the spirit of the document. Any adjustment or change in clauses of Conditions of Contract to meet specific project features shall be made with care and incorporated in Contract Data.

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

**1.** Referring to Sub-Clause 1.1.1 of Conditions of Contract, the Engineer/Procuring Agency may add, in order of priority, such other documents as to form part of the Contract, in Sub-Clause 1.3 of the Contract Data.

**2.** The Procuring Agency's Representative, if any, shall exercise powers of the Procuring Agency under and in connection with Sub-Clauses 1.3, 2.3, 4.2, 4.3, 5.1, 7.3, 8.2, 9.1, 9.2, 10.1, 10.2, 10.5, 11.1, 11.5, 12.1, 13.2 and 14.1 of the Conditions of Contract. In case an Engineer has been appointed by the Procuring Agency, the aforesaid clauses may be modified accordingly by the Procuring Agency.

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**3.** The sum insured for different insurances including minimum amount of third party insurance should be assessed by the Engineer/Procuring Agency and entered in Contract Data. Such insurance cover shall be carried out with Insurance Company having at least AA rating from PACRA / JCR in the favour of the procuring agency.

**4.** The time for completion of the whole of the works should be assessed by the Engineer/Procuring Agency and entered in the Contract Data.

**5.** The Conditions of Contract contain no overall limit on the Contractor's liability. The amount of liquidated damages per day of delay shall be entered by the Engineer/Procuring Agency in Contract Data. Usually the liquidated damages are set between 0.05 percent and 0.10 percent per day and the maximum limit as 10

percent of contract price stated in the Letter of Acceptance.

**6.** Any amendment and/or additions to the Conditions of the Contract that are specific to a given Bid/Contract should be included by the Procuring agency. This may include but not be limited to the provisions regarding the following:

a) Terms of Payment should be prepared and incorporated in Contract Data by the Engineer/Procuring Agency.

b) The Engineer/Procuring Agency to make sure that all taxes and duties are included by the

**Bidders/Contractors in their prices.**

**I. Specifications To be prepared and incorporated by the Engineer/Procuring Agency**

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

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## **INVITATION FOR BIDS**

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## **INVITATION FOR BIDS**

**Date:** \_\_\_\_\_

**Bid Reference No.:** \_\_\_\_\_ **1. The Procuring Agency, \_\_\_\_\_ [enter name of the procuring agency],**  
**invites sealed bids from interested firms or persons licensed by the Pakistan Engineering Council in the**  
**appropriate category( not required for works costing Rs 2.5 million or less) and/or duly pre-qualified(if**  
**pre-qualification is done for specific scheme/project) with the Procuring Agency for the Works,**  
**\_\_\_\_\_ [enter title, type and financial volume of work], which will be completed in \_\_\_\_\_ [enter**  
**appropriate time period] days. 2. A complete set of Bidding Documents may be purchased by an**  
**interested eligible bidder on submission of a written application to the office given below and upon**  
**payment of a non-refundable fee of Rupees \_\_\_\_\_ (Insert Amount). Bidders may acquire the**  
**Bidding Documents from the Office of the Procuring Agency, at \_\_\_\_\_ (Mailing Address).**

3. All bids must be accompanied by a Bid Security in the amount of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) or \_\_\_\_\_ percentage of bid price in the form of (*pay order / demand draft / bank guarantee*) and must be delivered to \_\_\_\_\_ (*Indicate Address and Exact Location*) at or before \_\_\_\_\_ hours, on \_\_\_\_\_ (Date). Bids will be opened at \_\_\_\_\_ hours on the same day in the presence of bidders' representatives who choose to attend, at the same address [*indicate the address if it differs*]. [Note: 1. *Procuring Agency to enter the requisite information in blank spaces.* 2. *The bid shall be opened within one hour after the deadline for submission of bids.*]

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## INSTRUCTIONS

### TO BIDDERS

&

### BIDDING DATA

**Notes on the Instructions to Bidders** This section of the bidding documents should provide the information necessary for bidders to prepare responsive bids, in accordance with the requirements of the Procuring Agency. It should also give information on bid submission, opening and evaluation, and on the award of contract. Matters governing the performance of the Contract or payments under the Contract, or matters affecting the risks, rights, and obligations of the parties under the Contract are not normally included in this Section, but rather in the appropriate sections of the *Conditions of Contract* and/or *Contract Data*.

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**INSTRUCTIONS TO BIDDERS** (Note: *(These Instructions to Bidders (IB) along with Bidding Data will not be part of*

*Contract and will cease to have effect once the Contract is signed).*

## **A. GENERAL**

### **IB.1 Scope of Bid & Source of Funds**

**1.1 Scope of Bid** The Procuring Agency as defined in the Bidding Data (hereinafter called –the Procuring Agency||) wishes to receive Bids for the Works summarized in the Bidding Data (hereinafter referred to as –the Works||). Bidders must quote for the complete scope of work. Any Bid covering partial scope of

work will be rejected as non-responsive.

**1.2 Source of Funds** The Procuring Agency has arranged funds from its own sources or *Federal/ Provincial*

*/Donor agency or any other source*, which may be indicated accordingly in bidding data towards the cost of the project/scheme.

**IB.2 Eligible Bidders** 2.1 Bidding is open to all firms and persons meeting the following requirements: a) duly licensed by the Pakistan Engineering Council (PEC) in the appropriate category for value of works. Provided that the works costing Rs. 2.5 million or less shall not require any registration with PEC . b) duly pre-qualified with the Procuring Agency. (*Where required*). In the event that prequalification of potential bidders has been undertaken, only bids from prequalified bidders will be considered for award of Contract. c) if prequalification has not undertaken , the procuring agency may ask information and documents not limited to following:- (i) company profile; (ii) works of similar nature and size for each performed in last 3/5 years; (iii) construction equipments; (iv) qualification and experience of technical personnel and key site management;

Sindh Public Procurement Regulatory Authority | [www.pprasindh.gov.pk](http://www.pprasindh.gov.pk) (v) financial statement of last 3 years; (vi) information regarding litigations and abandoned works if any.

**IB.3 Cost of Bidding** 3.1 The bidder shall bear all costs associated with the preparation and submission of its bid and the Procuring Agency will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process (SPP Rules 24 & 25).

## **B. BIDDING DOCUMENTS**

**IB.4 Contents of Bidding Documents** 4.1 In addition to Invitation for Bids, the Bidding Documents are those stated below, and should be read in conjunction with any Addendum issued in accordance with Sub-Clause IB.6.1. 1. Instructions to Bidders & Bidding Data 2. Form of Bid, Qualification Information & Schedules to Bid Schedules to Bid comprise the following: (i) Schedule A: Schedule of Prices/ Bill of Quantities (BoQ). (ii) Schedule B: Specific Works Data (iii) Schedule C: Works to be Performed by

**Subcontractors (iv) Schedule D: Proposed Programme of Works (v) Schedule E: Method of Performing Works (vi) Schedule F: Integrity Pact (works costing Rs 10 million and above) 3. Conditions of Contract & Contract Data 4. Standard Forms: (i) Form of Bid Security, (ii) Form of Performance Security; (iii) Form of Contract Agreement; (iv) Form of Bank Guarantee for Advance Payment. 5. Specifications 6. Drawings, if any**

**IB.5 Clarification of Bidding Documents 5.1 A prospective bidder requiring any clarification(s) in respect of the Bidding Documents may notify the Engineer/Procuring Agency at the Engineer's/ Procuring Agency's address indicated in the Bidding Data. 5.2 An interested bidder, who has obtained bidding documents, may request for clarification**

**Sindh Public Procurement Regulatory Authority | [www.pprasindh.gov.pk](http://www.pprasindh.gov.pk) of contents of bidding documents in writing and procuring agency shall respond to such queries in writing within three calendar days, provided they are received at least five calendar days prior to the date of opening of bid (SPP Rule 23-1).**

**;I**

**B.6 Amendment of Bidding Documents (SPP Rules 22(2) & 22). 6.1 At any time prior to the deadline for submission of Bids, the Procuring Agency may, for any reason, whether at his own initiative or in response to a clarification requested by a interested bidder, modify the Bidding Documents by issuing addendum. 6.2 Any addendum thus issued shall be part of the Bidding Documents pursuant to SubClause 6.1 hereof, and shall be communicated in writing to all purchasers of the Bidding Documents.**

**Prospective bidders shall acknowledge receipt of each addendum in writing to the Procuring Agency. 6.3 To afford interested bidders reasonable time in which to take an addendum into account in preparing their Bids, the Procuring Agency may at its discretion extend the deadline for submission of Bids.**

### **C. PREPARATION OF BIDS**

**IB.7 Language of Bid 7.1 All documents relating to the Bid shall be in the language specified in the Contract Data.**

**IB.8 Documents Comprising the Bid 8.1 The Bid submitted by the bidder shall comprise the following: (a)**

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

**IB.9 Sufficiency of Bid 9.1 Each bidder shall satisfy himself before Bidding as to the correctness and sufficiency of his Bid and of the premium on the rates of CSR / rates and prices quoted/entered in the Schedule of Prices, which rates and prices shall except in so far as it is otherwise expressly provided in the Contract, cover all his obligations under the Contract and all matters and things necessary for the proper completion of the works.**

**Sindh Public Procurement Regulatory Authority | [www.pprasindh.gov.pk](http://www.pprasindh.gov.pk) 9.2 The bidder is advised to obtain for himself at his own cost and responsibility all information that may be necessary for preparing the bid and entering into a Contract for execution of the Works.**

**IB.10 Bid Prices, Currency of Bid and Payment 10.1 The bidder shall fill up the Schedule of Prices (Schedule A to Bid) indicating the percentage above or below the Composite Schedule of Rates/unit rates and prices of the Works to be performed under the Contract. Prices in the Schedule of Prices/Bill of Quantities shall be quoted entirely in Pak Rupees keeping in view the instructions contained in the Preamble to Schedule of Prices. 10.2 Unless otherwise stipulated in the Conditions of Contract, prices quoted by the bidder shall remain fixed during the bidder's performance of the Contract and not subject to variation on any account. 10.3 The unit rates and prices in the Schedule of Prices or percentage above or below on the composite schedule of rates shall be quoted by the bidder in the currency as stipulated in Bidding Data. 10.4 Items for which no rate or price is entered by the Bidder will not be paid for by the Procuring Agency when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities.**

**IB.11 Documents Establishing Bidder's Eligibility and Qualifications 11.1 Pursuant to Clause IB.8, the**

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

**IB.12 Documents Establishing Works' Conformity to Bidding Documents** 12.1 The documentary evidence of the Works' conformity to the Bidding Documents may be in the form of literature, drawings and data and the bidder shall furnish documentation as set out in Bidding Data. 12.2 The bidder shall note that standards for workmanship, material and equipment, and references to brand names or catalogue numbers, if any, designated by the Procuring Agency in the Technical Provisions are intended to be descriptive only and not restrictive.

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**IB.13 Bid Security** 13.1 Each bidder shall furnish, as part of his bid, at the option of the bidder, a Bid Security as percentage of bid price/estimated cost or in the amount stipulated in Bidding Data in Pak. Rupees in the form of *Deposit at Call/ Payee's Order or a Bank Guarantee* issued by a Scheduled Bank in Pakistan in favour of the Procuring Agency valid for a period up to twenty eight (28) days beyond the bid validity date (*Bid security should not be below*

*1%.and not exceeding 5% of bid price/estimated cost SPP Rule 37*). 13.2 Any bid not accompanied by an acceptable Bid Security shall be rejected by the Procuring Agency as non-responsive. 13.3 The bid securities of unsuccessful bidders will be returned upon award of contract to the successful bidder or on the expiry of validity of Bid Security whichever is earlier. 13.4 The Bid Security of the successful bidder will be returned when the bidder has furnished the required Performance Security, and signed the Contract Agreement (SPP Rule 37). 13.5 The Bid Security may be forfeited: (a) if a bidder withdraws his bid during the period of bid validity; or (b) if a bidder does not accept the correction of his Bid Price, pursuant to Sub-Clause 16.4 (b) hereof; or (c) in the case of a successful bidder, if he fails within the specified time limit to: (i) furnish the required Performance Security or (ii) sign the Contract Agreement.

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

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

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

#### **D. SUBMISSION OF BID**

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

**15.1** Bids must be received by the Procuring Agency at the address/provided in Bidding Data not later than the time and date stipulated therein. **15.2** The inner and outer envelopes shall (a) be addressed to the Procuring Agency at the address provided in the Bidding Data; (b) bear the name and identification number of the Contract as defined in the Bidding and Contract Data; and (c) provide a warning not to open before the specified time

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

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## **E. BID OPENING AND EVALUATION**

**IB.16 Bid Opening, Clarification and Evaluation (SPP Rules 41, 42 & 43)** 16.1 The Procuring Agency will open the bids, in the presence of bidders' representatives who choose to attend, at the time, date and in the place specified in the Bidding Data. 16.2 The bidder's name, Bid Prices, any discount, the presence or absence of Bid Security, and such other details as the Procuring Agency at its discretion may consider appropriate, will be announced by the Procuring Agency at the bid opening. The Procuring Agency will record the minutes of the bid opening. Representatives of the bidders who choose to attend shall sign the attendance sheet. Any Bid Price or discount which is not read out and recorded at bid opening will not be taken into account in the evaluation of bid. 16.3 To assist in the examination, evaluation and comparison of Bids the Engineer/Procuring Agency may, at its discretion, ask the bidder for a clarification of its Bid. The request for clarification and the response shall be in writing and no change in the price or substance of the Bid shall be sought, offered or permitted (SPP Rule 43). 16.4 (a) Prior to the detailed evaluation, pursuant to IB.16.7 to 16.9, the Engineer/Procuring Agency will determine the substantial

responsiveness of each bid to the Bidding Documents. For purpose of these instructions, a substantially responsive bid is one which conforms to all the terms and conditions of the Bidding Documents without material deviations. It will include determining the requirements listed in Bidding Data. (b) Arithmetical errors will be rectified on the following basis: If there is a discrepancy between the unit price and total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between the words and figures the amount in words shall prevail. If there is a discrepancy between the Total Bid price entered in Form of Bid and the total shown in Schedule of Prices-Summary, the amount stated in the Form of Bid will be corrected by the Procuring Agency in accordance with the Corrected Schedule of Prices. If the bidder does not accept the corrected amount of Bid, his Bid will be rejected and his Bid Security forfeited. 16.5 A Bid determined as substantially non-responsive will be rejected and will not subsequently be made responsive by the bidder by correction of the non-conformity. 16.6 Any minor informality or non-conformity or irregularity in a Bid which does not constitute a material deviation (major deviation) may be waived by Procuring Agency,

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

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

competitive position of other bidders presenting substantially responsive bids.

**(B) Minor Deviations Bids that offer deviations acceptable to the Procuring Agency and which can be assigned a monetary value may be considered substantially responsive at least as to the issue of fairness. This value would however be added as an adjustment for evaluation purposes only during the detailed evaluation process. 16.7 The Engineer/Procuring Agency will evaluate and compare only the bids previously determined to be substantially responsive pursuant to IB.16.4 to 16.6 as per requirements given hereunder. Bids will be evaluated for complete scope of works. The prices will be compared on the basis of the Evaluated Bid Price pursuant to IB.16.8 herein below.**

**Technical Evaluation: It will be examined in detail whether the works offered by the bidder complies with the Technical Provisions of the Bidding Documents. For this purpose, the bidder's data submitted with the bid in Schedule B to Bid will be compared with technical features/criteria of the works detailed in the Technical Provisions. Other technical information submitted with the bid regarding the Scope of Work will also be reviewed. 16.8 Evaluated Bid Price In evaluating the bids, the Engineer/Procuring Agency will determine for each bid in addition to the Bid Price, the following factors (adjustments) in the manner and to the extent indicated below to determine the Evaluated Bid Price: (i) making any correction for arithmetic errors pursuant to IB.16.4 hereof.**

**Sindh Public Procurement Regulatory Authority | [www.pprasindh.gov.pk](http://www.pprasindh.gov.pk) (ii) discount, if any, offered by the bidders as also read out and recorded at the time of bid opening. (iii) excluding provisional sums and the provisions for contingencies in the Bill of Quantities if any, but including Day work, where priced competitively.**

**IB.17 Process to be Confidential 17.1 Subject to IB.16.3 heretofore, no bidder shall contact Engineer/Procuring Agency on any matter relating to its Bid from the time of the Bid opening to the time the bid evaluation result is announced by the Procuring Agency. The evaluation result shall be announced at least seven (07) days prior to award of Contract (SPP Rule 45). The announcement to all bidders will include table(s) comprising read out prices, discounted prices, price adjustments made, final evaluated prices and recommendations against all the bids evaluated. 17.2 Any effort by a bidder to**

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

17.3 Bidders may be excluded if involved in “Corrupt and Fraudulent Practices” means either one or any combination of the practices given below SPP Rule 2(q); (i) —Coercive Practice|| means any impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence the actions of a party to achieve a wrongful gain or to cause a wrongful loss to another party; (ii) —Collusive Practice|| means any arrangement between two or more parties to the procurement process or contract execution, designed to achieve with or without the knowledge of the procuring agency to establish prices at artificial, noncompetitive levels for any wrongful gain; (iii) “Corrupt Practice” means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful gain; (iv) —Fraudulent Practice” means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation; (v) “Obstructive Practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract or deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements before investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or acts intended to materially impede the exercise of inspection and audit rights provided for under the Rules.

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## **F. AWARD OF CONTRACT**

**IB.18. Post Qualification 18.1** The Procuring Agency, at any stage of the bid evaluation, having

credible reasons for or

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

**IB.19 Award Criteria & Procuring Agency's Right** 19.1 Subject to IB.19.2, the Procuring Agency will award the Contract to the bidder whose bid has been determined to be substantially responsive to the Bidding Documents and who has offered the lowest evaluated Bid Price, provided that such bidder has been determined to be qualified to satisfactorily perform the Contract in accordance with the provisions of the IB.18. 19.2 Notwithstanding IB.19.1, the Procuring Agency reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of Contract, without thereby incurring any liability to the affected bidders or any obligation to inform the affected bidders of the grounds for the Procuring Agency's action except that the grounds for its rejection of all bids shall upon request be communicated, to any bidder who submitted a bid, without justification of the grounds. Notice of the rejection of all the bids shall be given promptly to all the bidders (SPP Rule 25).

**IB.20 Notification of Award & Signing of Contract Agreement** 20.1 Prior to expiration of the period of bid validity prescribed by the Procuring Agency, the Procuring Agency will notify the successful bidder in writing (—Letter of Acceptance||) that his bid has been accepted (SPP Rule 49). 20.2 Within seven (07) days from the date of furnishing of acceptable Performance Security under the Conditions of Contract, the Procuring Agency will send the successful bidder the Form of Contract Agreement provided in the Bidding Documents, incorporating all agreements between the parties. 20.3 The formal Agreement between the Procuring Agency and the successful bidder duly stamped at rate of ----% of bid

**price(updated from time to time) stated in Letter of Acceptance shall be executed within seven (07) days of the receipt of Form of Contract Agreement by the successful bidder from the Procuring Agency.**

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**IB.21 Performance Security 21.1 The successful bidder shall furnish to the Procuring Agency a Performance Security in the form and the amount stipulated in the Conditions of Contract within a period of fourteen (14) days after the receipt of Letter of Acceptance (SPP 39). 21.2 Failure of the successful bidder to comply with the requirements of Sub-Clauses IB.20.2 & 20.3 or 21.1 or Clause IB.22 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security.**

**21.3 Publication of Award of Contract: within seven days of the award of contract, the procuring shall publish on the website of the authority and on its own website, if such a website exists, the results of the bidding process, identifying the bid through procurement identifying Number if any and the following information:**

- (1) Evaluation Report;**
- (2) Form of Contract and letter of Award;**
- (3) Bill of Quantities or Schedule of Requirements. (SPP Rule 50)**

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

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

**Instructions to Bidders**

**Clause Reference 1.1 Name of Procuring Agency \_\_\_\_\_**

\_\_\_\_\_ *(Insert name of the Procuring Agency)*

**Brief Description of Works** \_\_\_\_\_

\_\_\_\_\_ **5.1 (a) Procuring Agency's address:**

\_\_\_\_\_ *(Insert address of the Procuring Agency with telex/fax)* **(b) Engineer's address:** \_\_\_\_\_

\_\_\_\_\_ *(Insert name and address of the Engineer, if any, with*

*telex/fax.)* **10.3 Bid shall be quoted entirely in Pak. Rupees. The payment shall be made in Pak. Rupees.**

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

**i. Financial capacity: *(must have turnover of Rs-----Million);***

**ii. Technical capacity:*(mention the appropriate category of registration with PEC and qualification and experience of the staff);***

**iii. Construction Capacity: *(mention the names and number of equipments required for the work).***

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**12.1 (a) A detailed description of the Works, essential technical and performance characteristics. (b) Complete set of technical information, description data, literature and drawings as required in accordance with Schedule B to Bid, Specific Works Data. This will include but not be limited to a sufficient number of drawings, photographs, catalogues, illustrations and such other information as is necessary to illustrate clearly the significant characteristics such as general construction dimensions and other relevant information about the works to be performed. 13.1 Amount of Bid Security** \_\_\_\_\_

\_\_\_\_\_ *(Fill in lump sum amount or in % age of bid amount /estimated cost, but not below 1%*

*and not exceeding 5%)* **14.1 Period of Bid Validity** \_\_\_\_\_

\_\_\_\_\_

*(Fill in "number of days" not exceeding 90)* 14.4 Number of Copies of the Bid to be submitted: One original plus \_\_\_\_\_ copies. 14.6 (a) Procuring Agency's Address for the Purpose of Bid Submission

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*(insert postal address or location of bid box for delivery by hand)* 15.1 Deadline for Submission of Bids Time: \_\_\_\_\_ AM/PM on \_\_\_\_\_. 16.1 Venue, Time, and Date of Bid Opening Venue: \_\_\_\_\_ Time: \_\_\_\_\_ Date: \_\_\_\_\_ 16.4 Responsiveness of Bids (i) Bid is valid till required period,

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

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## FORM OF BID AND SCHEDULES TO BID

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FORM OF BID (LETTER OF OFFER) Bid Reference No. \_\_\_\_\_

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*(Name of Works) To:* \_\_\_\_\_

Gentlemen, 1. Having examined the Bidding Documents including Instructions to Bidders, Bidding Data, Conditions of Contract, Contract Data, Specifications, Drawings, if any, Schedule of Prices and Addenda Nos. \_\_\_\_\_ for the execution of the above-named works, we, the undersigned, being a

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

Sindh Public Procurement Regulatory Authority | [www.pprasindh.gov.pk](http://www.pprasindh.gov.pk) referred to in Conditions of Contract for the due  
performance of the Contract. 8. We understand that you are not bound to accept the lowest or any bid  
you may receive. 9. We do hereby declare that the Bid is made without any collusion, comparison of  
figures or arrangement with any other person or persons making a bid for the Works. Dated this  
\_\_\_\_\_ day of \_\_\_\_\_, 20 Signature \_\_\_\_\_ in the capacity of \_\_\_\_\_ duly authorized to  
sign bid for and on behalf of \_\_\_\_\_

*(Name of Bidder in Block Capitals)*

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

\_\_\_\_\_

Witness: (Signature)\_\_\_\_\_

Name:\_\_\_\_\_

Address:\_\_\_\_\_

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**[SCHEDULES TO BID INCLUDE THE FOLLOWING:**

- Σχηδουλε Α το Βιδ: Σχηδουλε οφ Πριχες
- Σχηδουλε Β το Βιδ: Σπεχιφιχ Ωορκσ Δατα
- Σχηδουλε Χ το Βιδ: Ωορκσ το βε Περφορμεδ βψ Συβχοντραχτορσ
- Σχηδουλε Δ το Βιδ: Προποσεδ Προγραμ οφ Ωορκσ
- Σχηδουλε Ε το Βιδ: Μετηοδ οφ Περφορμινγ Ωορκσ
- Σχηδουλε Φ το Βιδ: Ιντεγριτυ Παχτ]

Σινδη Πυβλιχ Προχυρεμεντ Ρεγυλατορψ Αυτηοριτυ | ωωω.ππρασινδη.γοσ.πκ

**ΣΧΗΕΔΥΛΕ - Α ΤΟ ΒΙΔ**

**SCHEDULE OF PRICES**

Sr. No.	Page No.	1. Preamble to Schedule of Prices.....	24	2. Schedule of Prices.....	26	*(a)
		Summary of Bid Prices * (b) Detailed Schedule of Prices /Bill of Quantities (BOQ) * [To be prepared by the Engineer/Procuring Agency]				

**SCHEDULE - A TO BID**

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**PREAMBLE TO SCHEDULE OF PRICES**

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

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

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

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

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

#### **SCHEDULE - A TO BID**

Sindh Public Procurement Regulatory Authority | [www.pprasindh.gov.pk](http://www.pprasindh.gov.pk)      no items are provided, the cost shall be deemed to be distributed among the rates and prices entered for the related items of the Works and no separate payment will be made for those items. The rates, prices and amounts shall be entered against each item in the Schedule of Prices. Any item against which no rate or price is entered by the bidder will not be paid for by the Procuring Agency when executed and shall be deemed covered by the rates and prices for other items in the Schedule of Prices. **4.5 (a)** The bidder shall be deemed to have obtained all information as to and all requirements related thereto which may affect the bid price. **\*(b)** The Contractor shall be responsible to make complete arrangements for the transportation of the Plant to

the Site.

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

5. Bid Prices 5.1 Break-up of Bid Prices The various elements of Bid Prices shall be quoted as detailed by the Procuring Agency in the format of Schedule of Prices. The bidder shall recognize such elements of the costs which he expects to incur the performance of the Works and shall include all such costs in the rates and amounts entered in the Schedule of Prices. 5.2 Total Bid Price The total of bid prices in the Schedule of Prices shall be entered in the Summary of Bid Prices.

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

## **SCHEDULE - A TO BID**

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

**Bill**

**No.**

**Description Total Amount (Rs) 1. 2 3 4 5 1. 2. 3. 4. 1. 2. 3. 4. 5. 6.**

**(A) Building Work Civil works Internal sanitary and water supply Electrification External Development works Miscellaneous Items**

**(B) Road Work. Earthwork Hard Crust and Surface Treatment Culverts and Bridges Miscellaneous Items**

**(C) Public Health Engineering Works. Earthwork Subsurface Drains Pipe Laying and Man holes Tube wells, Pump houses Compound wall Miscellaneous Items Total Bid Price (The amount to be entered in Paragraph 1 of the Form of Bid) (In words).**

**SCHEDULE - A TO BID**

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**SCHEDULE OF PRICES**

**Item**

**No.**

**Description Quantity Unit Rate(Rs) Total Amount (Rs) 1. 2. 3. 1. 2. 3. 1. 2. 3. 1. 2. 3. 1. 2. 3.**

**I. (Civil works)**

**II. Internal sanitary and water supply.**

**III. Electrification.**

**IV. External Development works.**

**V. Miscellaneous Items Total (to be carried to Summary of Bid Price)**

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

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**SCHEDULE - B TO BID**

**\*SPECIFIC WORKS DATA**

*(To be prepared and incorporated by the Procuring Agency)*

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

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## **SCHEDULE – C TO BID**

**WORKS TO BE PERFORMED BY SUBCONTRACTORS\*** The bidder will do the work with his own forces except the work listed below which he intends to sub-contract. Items of Works Name and address of Statement of similar to be Sub-Contracted Sub-Contractors works previously executed. (*attach evidence*)

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

*In case Procuring Agency decides to allow subcontracting then following*

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

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## **SCHEDULE – D TO BID**

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

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## **SCHEDULE – E TO BID**

**METHOD OF PERFORMING WORKS** The bidder is required to submit a narrative outlining the method of

**performing the Works. The narrative should indicate in detail and include but not be limited to:**

- Τη σεθθενχε ανδ μετηοδσ ιν ωηιχη ηε προποσεσ το χαρρψ ουτ τηε Ωορκσ, ινχλυδιγγ τηε νυμβερ οφ σηιφτ σ περ δαψ ανδ ηουρσ περ σηιφτ, ηε εξπεχτσ το ωορκ.
- Α λιστ οφ αλλ μαφορ ιτεμσ οφ χονστρυχτιον ανδ πλαντ ερεχτιον, τοολσ ανδ πεηιχλεσ προποσεδ το βε υσε δ ιν δελιπεριγγ/χαρρψιγγ ουτ τηε ωορκσ ατ σιτε.
- Τηε προχεδυρε φορ ινσταλλατιον οφ εθυιπμεντ ανδ τρανσπορτατιον οφ εθυιπμεντ ανδ ματεριαλσ το τηε σι τε.
- Οργανισατιον χηαρτ ινδιχατιγγ ηεαδ οφφιχε & φιελδ οφφιχε περσοννελ ινπολπεδ ιν μαναγεμεντ, συπερπισι ον ανδ ενγινεεριγγ οφ τηε Ωορκσ το βε δονε υνδερ τηε Χοντραχτ.

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## **ΣΧΗΕΔΥΛΕ – F TO BID**

### **(INTEGRITY PACT)**

### **DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC**

### **PAYABLE BY CONTRACTORS**

### **(FOR CONTRACTS WORTH RS. 10.00 MILLION OR MORE)**

**Contract No.** \_\_\_\_\_ **Dated** \_\_\_\_\_

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

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

..... [name of Contractor] hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Sindh (GoS) or any administrative subdivision or agency thereof or any other entity owned or controlled by it (GoS) through any corrupt business practice. Without limiting the generality of the foregoing, [name of Contractor] represents and warrants that it has fully declared the brokerage, commission, fees etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within

**or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from, from Procuring Agency (PA) except that which has been expressly declared pursuant hereto.**

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

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

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

.....

## [Procuring Agency] [Contractor]

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### CONDITIONS OF CONTRACT

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#### CONDITIONS OF CONTRACT

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#### CONDITIONS OF CONTRACT

**1. GENERAL PROVISIONS**  
**1.1 Definitions** In the Contract as defined below, the words and expressions defined shall have the following meanings assigned to them, except where the context requires otherwise:

**The Contract**  
**1.1.1 –Contract||** means the Contract Agreement and the other documents listed in the Contract Data.  
**1.1.2 –Specifications||** means the document as listed in the Contract Data, including

**Procuring Agency's requirements in respect of design to be carried out by the Contractor (if any), and any Variation to such document. 1.1.3 –Drawings|| means the Procuring Agency's drawings of the Works as listed in the Contract Data, and any Variation to such drawings.**

**Persons 1.1.4 –Procuring Agency|| means the person named in the Contract Data and the legal successors in title to this person, but not (except with the consent of the Contractor) any assignee. 1.1.5**

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

**Dates, Times and Periods 1.1.7 –Commencement Date|| means the date fourteen (14) days after the date the Contract comes into effect or any other date named in the Contract Data. 1.1.8 –Day|| means a**

**calendar day 1.1.9 –Time for Completion|| means the time for completing the Works as stated in the Contract Data (or as extended under Sub-Clause 7.3), calculated from the Commencement Date.**

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

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**Other Definitions 1.1.11 –Contractor's Equipment|| means all machinery, apparatus and other things required for the execution of the Works but does not include Materials or Plant intended to form part of**

**the Works. 1.1.12 –Country|| means the Islamic Republic of Pakistan. 1.1.13 –Procuring Agency's Risks||**

**means those matters listed in Sub-Clause 6.1. 1.1.14 –Force Majeure|| means an event or circumstance which makes performance of a Party's obligations illegal or impracticable and which is beyond that**

**Party's reasonable control. 1.1.15 \_Materials|| means things of all kinds (other than Plant) to be supplied and incorporated in the Works by the Contractor. 1.1.16 –Plant|| means the machinery and apparatus**

**intended to form or forming part of the Works. 1.1.17 –Site|| means the places provided by the Procuring Agency where the Works are to be executed, and any other places specified in the Contract as forming**

**part of the Site. 1.1.18 –Variation|| means a change which is instructed by the Engineer/Procuring**

**Agency under Sub-Clause 10.1. 1.1.19 \_Works|| means any or all the works whether Supply, Installation, Construction etc. and design (if any) to be performed by the Contractor including temporary works and any variation thereof. 1.1.20 –Engineer|| means the person notified by the Procuring Agency to act as Engineer for the purpose of the Contract and named as such in Contract Data. 1.2 Interpretation Words importing persons or parties shall include firms and organisations. Words importing singular or one gender shall include plural or the other gender where the context requires. 1.3 Priority of Documents The documents forming the Contract are to be taken as mutually explanatory of one another. If an ambiguity or discrepancy is found in the documents, the priority of the documents shall be in accordance with the order as listed in the Contract Data.**

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**1.4 Law The law of the Contract is the relevant Law of Islamic Republic of Pakistan. 1.5 Communications All Communications related to the Contract shall be in English language. 1.6 Statutory Obligations The Contractor shall comply with the Laws of Islamic Republic of Pakistan and shall give all notices and pay all fees and other charges in respect of the Works. 2. THE PROCURING AGENCY 2.1 Provision of Site The Procuring Agency shall provide the Site and right of access thereto at the times stated in the Contract Data.**

**Site Investigation Reports are those that were included in the bidding documents and are factual and interpretative reports about the surface and subsurface conditions at the Site. 2.2 Permits etc. The Procuring Agency shall, if requested by the Contractor, assist him in applying for permits, licences or approvals which are required for the Works. 2.3 Engineer's/Procuring Agency's Instructions The Contractor shall comply with all instructions given by the Procuring Agency or the Engineer, if notified by the Procuring Agency, in respect of the Works including the suspension of all or part of the works. 2.4 Approvals No approval or consent or absence of comment by the Engineer/Procuring Agency shall affect the Contractor's obligations.**

**3. ENGINEER'S/PROCURING AGENCY'S REPRESENTATIVES 3.1 Authorised Person The Procuring Agency shall appoint a duly authorized person to act for him and on his behalf for the purposes of this Contract.**

Such authorized person shall be duly identified in the Contract Data or otherwise notified in writing to the Contractor as soon as he is so appointed. In either case the Procuring Agency shall notify the Contractor, in writing, the precise scope of the authority of such authorized person at the time of his appointment.

Sindh Public Procurement Regulatory Authority | [www.pprasindh.gov.pk](http://www.pprasindh.gov.pk) **3.2 Engineer's/Procuring Agency's Representative** The name and address of Engineer's/Procuring Agency's Representative is given in Contract Data. However the Contractor shall be notified by the Engineer/Procuring Agency, the delegated duties and authority before the Commencement of works.

**4. THE CONTRACTOR**

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

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

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

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

**5. DESIGN BY CONTRACTOR**

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

**with the Contract, shall reject it stating the reasons. The**

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

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

**6. PROCURING AGENCY'S RISKS**

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

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

**7. TIME FOR COMPLETION**

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

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

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

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

**8. TAKING-OVER**

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

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

**Contractor shall undertake during the Maintenances Period.**

**9. REMEDYING DEFECTS 9.1 Remedying Defects** The Contractor shall for a period stated in the Contract Data from the date of issue of the Certificate of Completion carry out, at no cost to the Procuring Agency, repair and rectification work which is necessitated by the earlier execution of poor quality of work or use of below specifications material in the execution of Works and which is so identified by the Procuring Agency/Engineer in writing within the said period. Upon expiry of the said period, and subject to the Contractor's faithfully performing his aforesaid obligations, the Procuring Agency/Engineer shall issue a Maintenance Certificate whereupon all obligations of the Contractor under this Contract shall come to an end. Failure to remedy any such defects or complete outstanding work within a reasonable time shall entitle the Procuring Agency to carry out all necessary works at the Contractor's cost.

However, the cost of remedying defects not attributable to the Contractor shall be valued as a Variation.

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

**10. VARIATIONS AND CLAIMS 10.1 Right to Vary** The Procuring Agency/Engineer may issue Variation Order(s) in writing. Where for any reason it has not been possible for the Procuring Agency/Engineer to issue such Variations Order(s), the Contractor may confirm any verbal orders given by the Procuring Agency/Engineer in writing and if the same are not refuted/denied by the Procuring Agency/Engineer within ten (10) days of the receipt of such confirmation the same shall be deemed to be a Variation Orders for the purposes of this Sub-Clause.

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valuation, or failing which d) at appropriate new rates, as may be agreed or which the Engineer/Procuring Agency considers appropriate, or e) if the Engineer/Procuring Agency so instructs, at day work rates set out in the Contract Data for which the Contractor shall keep records of hours of labour and Contractor's Equipment, and of Materials, used.

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

**10.4 Early Warning** The Contractor shall notify the Engineer/Procuring Agency in writing as soon as he is aware of any circumstance which may delay or disrupt the Works, or which may give rise to a claim for additional payment. To the extent of the Contractor's failure to notify, which results to the Engineer/Procuring Agency being unable to keep all relevant records or not taking steps to minimise any delay, disruption, or Cost, or the value of any Variation, the Contractor's entitlement to extension of the Time for Completion or additional payment shall be reduced/rejected.

**10.5 Valuation of Claims** If the Contractor incurs Cost as a result of any of the Procuring Agency's Risks, the Contractor shall be entitled to the amount of such Cost. If as a result of any Procuring Agency's Risk, it is necessary to change the Works, this shall be dealt with as a Variation subject to Contractor's notification for intention of claim to the Engineer/Procuring Agency within fourteen (14) days of the occurrence of cause.

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

**11. CONTRACT PRICE AND PAYMENT**

**11.1 (a) Terms of Payments** The amount due to the Contractor under any Interim Payment Certificate issued by the Engineer pursuant to this Clause, or to any other terms of the Contract, shall, subject to Clause 11.3, be paid by the Procuring Agency to the Contractor within 30 days after such Interim Payment Certificate has been jointly verified by Procuring Agency and Contractor, or, in the case of the Final Certificate referred to in Sub Clause 11.5, within 60 days after such Final Payment Certificate has been jointly verified by Procuring Agency and Contractor; Provided that the Interim Payment shall be caused in thirty (30) days and Final Payment in 60 days in case of foreign funded project. In the event of the failure of the Procuring Agency to make payment within 90 days then Procuring Agency shall pay to the Contractor compensation at the 28 days rate of KIBOR+2% per annum in local currency and LIBOR+1% for foreign currency, upon all sums unpaid from the date by which the same should have been paid.

**(b) Valuation of the Works** The Works shall be valued as provided for in the Contract Data, subject to Clause 10.

**11.2 Monthly Statements** The Contractor shall be entitled to be paid at monthly intervals: a) the value of the Works executed less to the cumulative amount paid previously; and b) value of secured advance on the materials and valuation of variations (if any). The Contractor shall submit each month to the Engineer/Procuring Agency a statement showing the amounts to which he considers himself entitled.

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

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

**11.5 Final Payment** Within twenty one (21) days from the date of issuance of the Maintenance Certificate the Contractor shall

submit a final account to the Engineer to verify and the Engineer shall verify the same within fourteen (14) days from the date of submission and forward the same to the Procuring Agency together with any documentation reasonably required to enable the Procuring Agency to ascertain the final contract value. Within sixty (60) days from the date of receipt of the verified final account from the Engineer, the Procuring Agency shall pay to the Contractor any amount due to the Contractor. While making such payment the Procuring Agency may, for reasons to be given to the Contractor in writing, withhold any part or parts of the verified amount. 11.6 Currency Payment shall be in the currency stated in the Contract Data.

**12. DEFAULT** 12.1 Defaults by Contractor If the Contractor abandons the Works, refuses or fails to comply with a valid instruction of the Engineer/Procuring Agency or fails to proceed expeditiously and without delay, or is, despite a written complaint, in breach of the Contract, the Procuring Agency may give notice referring to this Sub-Clause and stating the default. If the Contractor has not taken all practicable steps to remedy the default within fourteen (14) days after receipt of the Procuring Agency's notice, the Procuring Agency may by a second notice given within a further twenty one (21) days, terminate the Contract. The Contractor shall then demobilize from the Site leaving behind any Contractor's Equipment which the Procuring Agency instructs, in the second notice, to be used for the completion of the Works at the risk and cost of the Contractor.

Sindh Public Procurement Regulatory Authority | [www.pprasindh.gov.pk](http://www.pprasindh.gov.pk) 12.2 Defaults by Procuring Agency If the Procuring Agency fails to pay in accordance with the Contract, or is, despite a written complaint, in breach of the Contract, the Contractor may give notice referring to this Sub-Clause and stating the default. If the default is not remedied within fourteen (14) days after the Procuring Agency's receipt of this notice, the Contractor may suspend the execution of all or parts of the Works. If the default is not remedied within twenty eight (28) days after the Procuring Agency's receipt of the Contractor's notice, the Contractor may by a second notice given within a further twenty one (21) days, terminate the Contract. The Contractor shall then demobilise from the Site. 12.3 Insolvency If a Party is declared insolvent under any applicable

law, the other Party may by notice terminate the Contract immediately. The Contractor shall then demobilise from the site leaving behind, in the case of the Contractor's insolvency, any Contractor's Equipment which the Procuring Agency instructs in the notice is to be used for the completion of the Works. 12.4 Payment upon Termination After termination, the Contractor shall be entitled to payment of the unpaid balance of the value of the works executed and of the Materials and Plant reasonably delivered to the site, adjusted by the following: a) any sums to which the Contractor is entitled under Sub-Clause 10.4, b) any sums to which the Procuring Agency is entitled, c) if the Procuring Agency has terminated under Sub-Clause 12.1 or 12.3, the Procuring Agency shall be entitled to a sum equivalent to twenty percent (20%) of the value of parts of the Works not executed at the date of the termination, and d) if the Contractor has terminated under Sub-Clause 12.2 or 12.3, the Contractor shall be entitled to the cost of his demobilisation together with a sum equivalent to ten percent (10%) of the value of parts of the works not executed at the date of termination. The net balance due shall be paid or repaid within twenty eight (28) days of the notice of termination.

**13. RISKS AND RESPONSIBILITIES** 13.1 Contractor's Care of the Works Subject to Sub-Clause 9.1, the Contractor shall take full responsibility for the care

Sindh Public Procurement Regulatory Authority | [www.pprasindh.gov.pk](http://www.pprasindh.gov.pk) of the Works from the Commencement Date until the date of the Procuring Agency's/Engineer's issuance of Certificate of Completion under Sub-Clause 8.2. Responsibility shall then pass to the Procuring Agency. If any loss or damage happens to the Works during the above period, the Contractor shall rectify such loss or damage so that the Works conform with the Contract. Unless the loss or damage happens as a result of any of the Procuring Agency's Risks, the Contractor shall indemnify the Procuring Agency, or his agents against all claims loss, damage and expense arising out of the Works. 13.2 Force Majeure If Force Majeure occurs, the Contractor shall notify the Engineer/Procuring Agency immediately. If necessary, the Contractor may suspend the execution of the Works and, to the extent agreed with the Procuring Agency demobilize the Contractor's Equipment. If the event continues for a period of eighty four (84) days, either Party may then give notice of termination

which shall take effect twenty eight (28) days after the giving of the notice. After termination, the Contractor shall be entitled to payment of the unpaid balance of the value of the Works executed and of the Materials and Plant reasonably delivered to the Site, adjusted by the following: a) any sums to which the Contractor is entitled under Sub-Clause 10.4, b) the cost of his demobilization, and c) less any sums to which the Procuring Agency is entitled. The net balance due shall be paid or repaid within thirty five (35) days of the notice of termination.

**14. INSURANCE 14.1 Arrangements** The Contractor shall, prior to commencing the Works, effect insurances of the types, in the amounts and naming as insured the persons stipulated in the Contract Data except for items (a) to (e) and (i) of the Procuring Agency's Risks under SubClause 6.1. The policies shall be issued by insurers and in terms approved by the Procuring Agency. The Contractor shall provide the Engineer/Procuring Agency with evidence that any required policy is in force and that the premiums have been paid. **14.2 Default** If the Contractor fails to effect or keep in force any of the insurances referred to in the previous Sub-Clause, or fails to provide satisfactory evidence, policies or receipts, the Procuring Agency may, without prejudice to any other right or

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**15. RESOLUTION OF DISPUTES 15.1 Engineer's Decision** If a dispute of any kind whatsoever arises between the Procuring Agency and the Contractor in connection with the works, the matter in dispute shall, in the first place, be referred in writing to the Engineer, with a copy to the other party. Such reference shall state that it is made pursuant to this Clause. No later than the twenty eight (28) days after the day on which he received such reference, the Engineer shall give notice of his decision to the Procuring Agency (Superintending Engineer) and the Contractor. Unless the Contract has already been repudiated or terminated, the Contractor shall, in every case, continue to proceed with the work with all due diligence, and the Contractor and the Procuring Agency (Superintending Engineer) shall give effect

forthwith to every such decision of the Engineer unless and until the same shall be revised, as hereinafter provided in an arbitral award. **15.2 Notice of Dissatisfaction** If a Party is dissatisfied with the decision of the Engineer of consultant or if no decision is given within the time set out in Sub-Clause 15.1 here above, the Party may give notice of dissatisfaction referring to this Sub-Clause within fourteen (14) days of receipt of the decision or the expiry of the time for the decision. If no notice of dissatisfaction is given within the specified time, the decision shall be final and binding on the Parties. If notice of dissatisfaction is given within the specified time, the decision shall be binding on the Parties who shall give effect to it without delay unless and until the decision of the Engineer is revised by an arbitrator. If a contractor is dissatisfied with the decision of the Engineer of the department or decision is not given in time then he can approach Superintending Engineer within 14 days, in case of dissatisfaction with decision of Superintending Engineer or not decided within 28 days, then arbitration process would be adopted as per clause 15.3. **15.3 Arbitration** A dispute which has been the subject of a notice of dissatisfaction shall be finally settled as per provisions of Arbitration Act 1940 (Act No. X of 1940) and Rules made there under and any statutory modifications thereto. Any hearing shall be held at the place specified in the Contract Data and in the language referred to in Sub-Clause 1.5.

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

**in the termination notice, to be used for the completion of the works at the risk and cost of the Contractor. Payment upon such termination shall be made under Sub-Clause 12.4, in accordance with Sub-Para (c) thereof, after having deducted the amounts due to the Procuring Agency under Sub-Para (a) and (c) of this Sub-Clause.**

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## **CONTRACT DATA**

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

### **Sub-Clauses of**

**Conditions of Contract 1.1.3 Procuring Agency's Drawings, if any**

*(To be listed by the Procuring Agency)* **1.1.4 The Procuring Agency means**

\_\_\_\_\_

**1.1.5 The Contractor means**

\_\_\_\_\_

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

**1.1.9 Time for Completion \_\_\_\_\_ days**

*(The time for completion of the whole of the Works should be assessed by the*

*Procuring Agency)* **1.1.20 Engineer (mention the name along with the designation including whether he belongs to department or consultant) and other details**

\_\_\_\_\_

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

*order of priority, such other documents as form part of the Contract. Delete the document, if not applicable)*

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**2.1 Provision of Site: On the Commencement Date 3.1**

**Authorized person:\_\_\_\_\_ 3.2 Name and address of Engineer's/Procuring Agency's representative**

**\_\_\_\_\_ 4.4 Performance Security: Amount\_\_\_\_\_ Validity\_\_\_\_\_**

**(Form: As provided under Standard Forms of these Documents) 5.1 Requirements for Contractor's design**

**(if any): Specification Clause No's\_\_\_\_\_ 7.2 Programme:**

**Time for submission: Within fourteen (14) days\* of the Commencement Date.**

**Form of programme: \_\_\_\_\_ (Bar Chart/CPM/PERT or other) 7.4 Amount payable due to failure to**

**complete shall be \_\_\_% per day up to a maximum of (10%) of sum stated in the Letter of Acceptance**

**(Usually the liquidated damages are set between 0.05 percent and 0.10 percent per day.) 7.5 Early**

**Completion In case of earlier completion of the Work, the Contractor is entitled to be paid bonus up-to**

**limit and at a rate equivalent to 50% of the relevant limit and rate of liquidated damages stated in the**

**contract data. 9.1 Period for remedying defects \_\_\_\_\_**

**\_\_\_\_\_ 10.2 (e) Variation procedures: Day work rates\_\_\_\_\_**

**\_\_\_\_\_ (details) 11.1 Terms of Payments**

**a) Mobilization Advance (1) Mobilization Advance up to 10 % of the Contract Price stated in the Letter of Acceptance shall be paid by the Procuring Agency to the Contractor on the works costing Rs.2.5 million or above on following conditions:**

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

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

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(vii) Secured Advance should not be allowed unless & until the previous advance, if any, fully recovered; (viii) Detailed account of advances must be kept in part II of running account bill; and (ix) Secured Advance may be permitted only against materials/quantities anticipated to be consumed / utilized on the work within a period of 3 months from the date of issue of secured advance and definitely not for full quantities of materials for the entire work/contract (b) Recovery of Secured Advance: (i) Secured Advance paid to the Contractor under the above provisions shall be effected from the monthly payments on actual consumption basis, but not later

than period specified in the rules not more than three months (even if unutilized); other conditions. (ii) As recoveries are made the outstanding accounts of the items concerned in Part II should be reduced by making deduction entries in the column; –deduct quantity utilized in work measured since previous bill,|| equivalent to the quantities of materials used by the contractor on items of work shown as executed in part I of the bill. (c) Interim payments: The Contractor shall submit to the Engineer monthly statements of the estimated value of the work completed less the cumulative amount certified previously. (i) The value of work completed comprises the value of the quantities of the items in the Bill of Quantities completed. (ii) value of secured advance on the materials and valuation of variations (if any). (iii) Engineer may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information. (v) Retention money and other advances are to be recovered from the bill submitted by contractor. 11.2 \*(a) Valuation of the Works: i) Lump sum price\_\_\_\_\_ (details), or ii) Lump sum price with schedules of rates \_\_\_\_\_ (details), or iii) Lump sum price with bill of quantities\_\_\_\_\_ (details), or iv) Re-measurement with estimated/bid quantities in the Schedule of Prices or on premium above or below quoted on the rates mentioned in CSR \_\_\_\_\_ (details), or/and v) Cost reimbursable\_\_\_\_\_ (details)

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Type of cover The Works

Amount of cover The sum stated in the Letter of Acceptance plus fifteen percent (15%)

Type of cover Contractor's Equipment:

Amount of cover Full replacement cost

Type of cover Third Party-injury to persons and damage to property \_\_\_\_\_

*(The minimum amount of third party insurance should be assessed by the*

*Procuring Agency and entered).* Workers: \_\_\_\_\_ Other cover\*:

\_\_\_\_\_

*(In each case name of insured is Contractor and Procuring Agency) 14.2 Amount to be recovered Premium plus \_\_\_\_\_ percent (\_\_\_%). 15.3 Arbitration\*\* Place of Arbitration:\_\_\_\_\_*

*\* (Procuring Agency to specify as appropriate)*

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

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## STANDARD FORMS

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

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**FORM OF BID SECURITY (Bank Guarantee) Guarantee No.\_\_\_\_\_ Executed on \_\_\_\_\_**  
**(Letter by the Guarantor to the Procuring Agency) Name of Guarantor (Scheduled Bank in Pakistan) with**  
**address:\_\_\_\_\_ Name of Principal (Bidder) with**  
**address:\_\_\_\_\_**

\_\_\_\_\_ **Sum of Security (express in words and**  
**figures):\_\_\_\_\_**

\_\_\_\_\_ **Bid Reference No.\_\_\_\_\_ Date of**

**Bid \_\_\_\_\_ KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Bid and at the request of the said Principal, we the Guarantor above-named are held and firmly bound unto the \_\_\_\_\_, (hereinafter called The –Procuring Agency||) in the sum stated above, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents. THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the accompanying Bid numbered and**

dated as above for \_\_\_\_\_ (Particulars of Bid) to the said Procuring Agency; and WHEREAS, the Procuring Agency has required as a condition for considering the said Bid that the Principal furnishes a Bid Security in the above said sum to the Procuring Agency, conditioned as under: (1) that the Bid Security shall remain valid for a period of twenty eight (28) days beyond the period of validity of the bid; (2) that in the event of; (a) the Principal withdraws his Bid during the period of validity of Bid, or (b) the Principal does not accept the correction of his Bid Price, pursuant to SubClause 16.4 (b) of Instructions to Bidders, or (c) failure of the successful bidder to (i) furnish the required Performance Security, in accordance with SubClause IB-21.1 of Instructions to Bidders, or (ii) sign the proposed Contract Agreement, in accordance with SubClauses IB-20.2 & 20.3 of Instructions to Bidders, the entire sum be paid immediately to the said Procuring Agency for delayed completion and not as penalty for the successful bidder's failure to perform. NOW THEREFORE, if the successful bidder shall, within the period specified therefore, on the prescribed form presented to him for signature enter into a formal Contract Agreement with the said Procuring Agency in accordance with his Bid as accepted and furnish within fourteen (14) days of receipt of Letter of Acceptance, a Performance Security with good and sufficient surety, as may be required, upon the form prescribed by the said Procuring Agency for the faithful performance and proper fulfilment of the said Contract or in the event of nonwithdrawal of the said Bid within the time specified then this obligation shall be void and of no effect, but otherwise to remain in full force and effect. PROVIDED THAT the Guarantor shall forthwith pay to the Procuring Agency the said sum stated above upon first written demand of the Procuring Agency without cavil or argument and without requiring the Procuring Agency to prove or to show grounds or reasons for such demand, notice of which shall be sent by the Procuring Agency by registered post duly addressed to the Guarantor at its address given above. PROVIDED ALSO THAT the Procuring Agency shall be the sole and final judge for deciding whether the Principal has duly performed his obligations to sign the Contract Agreement and to furnish the requisite Performance Security within the time stated above, or has defaulted in fulfilling said requirements and

the Guarantor shall pay without objection the sum stated above upon first written demand from the Procuring Agency forthwith and without any reference to the Principal or any other person. IN WITNESS WHEREOF, the above bounded Guarantor has executed the instrument under its seal on the date indicated above, the name and seal of the Guarantor being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body. Guarantor (Bank)

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

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### FORM OF PERFORMANCE SECURITY

(Bank Guarantee) Guarantee No. \_\_\_\_\_ Executed on \_\_\_\_\_ Expiry Date (Letter by the Guarantor to the Procuring Agency) Name of Guarantor (Scheduled Bank in Pakistan) with address: \_\_\_\_\_ Name of Principal (Contractor) with address: \_\_\_\_\_

\_\_\_\_\_ Penal Sum of Security (express in words and figures) \_\_\_\_\_  
\_\_\_\_\_ Letter of Acceptance

No. \_\_\_\_\_ Dated \_\_\_\_\_ KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Bidding Documents and above said Letter of Acceptance (hereinafter called the Documents) and at the request of the said Principal we, the Guarantor above named, are held and firmly bound unto the \_\_\_\_\_ (hereinafter called the Procuring Agency) in the penal sum of the amount stated above, for the payment of which sum well and truly to be made to the said Procuring Agency, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents. THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has accepted the Procuring Agency's above said Letter of Acceptance for \_\_\_\_\_  
\_\_\_\_\_ (Name of Contract) for the \_\_\_\_\_ (Name of

**Project). NOW THEREFORE, if the Principal (Contractor) shall well and truly perform and fulfill all the undertakings, covenants, terms and conditions of the said Documents during the original terms of the said Documents and any extensions thereof that may be granted by the Procuring Agency, with or without notice to the Guarantor, which notice is, hereby, waived and shall also well and truly perform and fulfill all the undertakings, covenants terms and conditions of the Contract and of any and all modifications of the said Documents that may hereafter be made, notice of which modifications to the Guarantor being hereby waived, then, this obligation to be void; otherwise to remain in full force and virtue till all requirements of Clause 9, Remedying Defects, of Conditions of Contract are fulfilled. Our total liability under this Guarantee is limited to the sum stated above and it is a condition of any liability attaching to us under this Guarantee that the claim for payment in writing shall**

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**be received by us within the validity period of this Guarantee, failing which we shall be discharged of our liability, if any, under this Guarantee. We, \_\_\_\_\_ (the Guarantor), waiving all objections and defenses under the Contract, do hereby irrevocably and independently guarantee to pay to the Procuring Agency without delay upon the Procuring Agency's first written demand without cavil or arguments and without requiring the Procuring Agency to prove or to show grounds or reasons for such demand any sum or sums up to the amount stated above, against the Procuring Agency's written declaration that the Principal has refused or failed to perform the obligations under the Contract, for which payment will be effected by the Guarantor to Procuring Agency's designated Bank & Account Number. PROVIDED ALSO THAT the Procuring Agency shall be the sole and final judge for deciding whether the Principal (Contractor) has duly performed his obligations under the Contract or has defaulted in fulfilling said obligations and the Guarantor shall pay without objection any sum or sums up to the amount stated above upon first written demand from the Procuring Agency forthwith and without any reference to the Principal or any other person. IN WITNESS WHEREOF, the above bounded Guarantor has executed this Instrument under its seal on the date indicated above, the name and corporate seal of the Guarantor being hereto affixed and**

these presents duly signed by its undersigned representative, pursuant to authority of its governing body. \_\_\_\_\_ Guarantor (Bank) Witness: 1. \_\_\_\_\_ 1. Signature \_\_\_\_\_  
\_\_\_\_\_ 2. Name \_\_\_\_\_ Corporate Secretary (Seal) 3. Title \_\_\_\_\_ 2.  
\_\_\_\_\_ (Name, Title & Address) Corporate Guarantor  
(Seal)

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**FORM OF CONTRACT AGREEMENT THIS CONTRACT AGREEMENT** (hereinafter called the –Agreement||) made on the \_\_\_ day of \_\_\_\_\_ 200 \_\_\_ between \_\_\_\_\_ (hereinafter called the –Procuring Agency||) of the one part and \_\_\_\_\_ (hereinafter called the –Contractor||) of the other part.

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

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**IN WITNESS WHEREOF** the parties hereto have caused

**this Contract Agreement to be executed on the day, month and year first before written in accordance with their respective laws. Signature of the Contactor Signature of the Procuring Agency**

\_\_\_\_\_ (Seal) (Seal) Signed, Sealed and Delivered in the presence of:

**Witness: Witness:**

\_\_\_\_\_ (Name, Title and Address) (Name, Title and Address)

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**MOBILIZATION ADVANCE GUARANTEE** Guarantee No. \_\_\_\_\_ Executed on \_\_\_\_\_ (Letter by the Guarantor to the Procuring Agency) WHEREAS the \_\_\_\_\_ (hereinafter called the Procuring Agency) has entered into a Contract for \_\_\_\_\_

\_\_\_\_\_ (Particulars of Contract), with \_\_\_\_\_

\_\_\_\_\_ (hereinafter called the Contractor). AND WHEREAS the Procuring Agency has agreed to advance to the Contractor, at the Contractor's request, an amount of Rs. \_\_\_\_\_ Rupees \_\_\_\_\_) which amount shall be advanced to the Contractor as per provisions of the Contract. AND WHEREAS the Procuring Agency has asked the Contractor to furnish Guarantee to secure the advance payment for the performance of his obligations under the said Contract. AND WHEREAS \_\_\_\_\_ (Scheduled Bank) (hereinafter 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, as aforesaid, on the part of the Contractor, shall be given by the Procuring Agency to the Guarantor, and on such first written demand payment shall be made by the Guarantor of all sums then



**Running Account Bill (E). the said works signed by the contractor**

Fin R. Form No. 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 whereof the Contractor doth hereby acknowledge) and of such further advances (if any) as may be made to him as aforesaid (all of which advances are hereinafter collectively referred to as the said amount) the Contractor doth hereby assign unto the Government the said materials by way of security for the said amount And doth hereby covenant and agree with the Government and declare ay follow :- (1) That the said sum of Rupees .....- ..... ----- .....  
-- (Rf. ----- ) so advanced by the Government to the Contractor as aforesaid and all or any further sum or sums which may be advanced aforesaid shall be employed by the contractor in or towards expending the execution of the said works and for no other purpose whatsoever.

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

Fin R Form No. 17-A **Offered to and accepted by (he Government as security for the said amount are absolutely by the Contractors own property free from encumbrances of any kind and the Contractor will not make any application for or receive a further advance on the security of materials which are not absolutely his own property and free from encumbrances of any kind and the contractor hereby agrees, at all times, to indemnify and save harmless the Government against all claims whatsoever to any materials in respect of which an advance has been made to him as aforesaid. (3) That the said materials detailed in the said Running Account Bill (B) and all other**

Fin. R. Form No. 17-A **Materials on the security of which any further advance or advances may hereafter be made as aforesaid (hereinafter called the said materials) shall be used by the Contractor solely in *the* execution of**

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

percent per annum from the date or respective dates of such advance or advances to the date or repayment and with all costs, charges, damages and expenses incurred by the Government in or for the recovery thereof or the enforcement of this security or otherwise by reason of (he default of the Contractor and any moneys so becoming due and payable shall constitute a debt due from the Contractor to the Government and the Contractor hereby covenants and agrees with the Government to repay and the same respectively to it accordingly. (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 notwithstanding anything in the said agreement and without prejudice to the powers contained therein if and whether the covenant for payment and repayment hereinbefore contained shall become enforceable and the money owing shall not be paid to accordingly. Once therewith the Government may at any time thereafter adopt all or any of following courses as it may deem best ;-

- (a) Seize and utilize the said materials or any part thereof in the completion of the said works on behalf of the Contractor in accordance with the provisions in that behalf contained in the said agreement debiting the Contractor with the actual cost of effecting such completion the amount due in respect of advances under these presents and crediting the Contractor with the value of work done as he had carried it out in accordance with the said agreement and at the rates thereby provided. If the balance is against the Contractor he is to pay the same to the Government on demand.
- (b) Remove and sell by public auction the seized materials or any part thereof and out of the moneys arising from the sale retain all the sums aforesaid repayable to the Government under these presents and pay over the surplus (if any) to the Contractor.
- (c) Deduct all or any part of the moneys owing out of the security deposit or any sum due to the Contractor under the said agreement.

(9) That except as is expressly provided by the presents interest on the aid advance shall not be payable. (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 hereinbefore expressly provided for the same shall be referred to the Superintending Engineer..... Circle whose..... decision shall be final and the provisions of the Indian Arbitration Act for the time being in force so far as they are applicable shall apply to any such reference.

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on behalf of the Governor of Sindh and the said..... —..... - ..... --have hereunto set their respective hands and seals the day and first above written. Signed, sealed and delivered by\* In the presence of Seal 1st witness 2<sup>nd</sup> witness Signed, sealed and delivered by\* In the presence of Seal 1st Witness 2<sup>nd</sup> witness

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## **SPECIFICATIONS**

*[Note for Preparing the Specifications]* A set of precise and clear specifications is a prerequisite for bidders to respond realistically and competitively to the requirements of the user without qualifying their Bids. The specifications must be drafted to permit the widest possible competition and, at the same time, present a clear statement of the required standards of workmanship, materials, performance of the works. Only if this is done objectives of economy, efficiency, and fairness in procurement will be realized and responsiveness of Bids can be ensured, and the subsequent task of bid evaluation can be facilitated. The specifications should require that materials to be incorporated in the works be new, unused, and of the most recent or current models, and incorporated all recent improvements in design and materials unless provided for otherwise in the contract. Samples of specifications from similar to previous procurements are useful in this respect. The use of metric units is encouraged. Depending on the complexity of the works and the repetitiveness of the type of procurement, it may be advantageous to standardize the Technical Specifications that should cover all classes of workmanship, materials and equipment although not necessarily to be used in a particular procurement. Care must be taken in

drafting specifications to ensure that they are not restrictive. In the specification of standards for equipment, materials, and workmanship, recognized international standards should be used as much as possible. The specifications shall consider all conditions but not limited to seismic conditions, weather conditions and environmental impact. The specifications should state that equipment, materials, and workmanship that meet other authoritative standards, and which ensure at least a substantially equal quality than the standards mentioned, will also be acceptable. The following clause may be inserted in the Specifications. **Sample Clause: Equivalency of Standards and Codes** Wherever reference is made in the Specifications to specific standards and codes to be met by Works to be furnished and tested, the provisions of the latest current edition or revision of the relevant shall apply, unless otherwise expressly stated in the Contract. Other authoritative standards that ensure equivalence to the standards and codes specified will be acceptable.]

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**\*DRAWINGS**

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

**Construction of RCC Nala,surface drains and CC Block for Drainage Scheme Badani (Imprt: & Ext:) Tal: Kashmore**

	<u>RCC NALA</u>	-		<u>width 2.5 ft</u>					
1.	Dismantling and removing road metalling (G.S.I No.51P-13).								
	1	x	3400.0	x	5.17	x	1.00	=	17578.0 Cft
			=		<b>17578.0</b>		<b>Cft</b>	<b>@Rs.</b>	<b>605</b>
2	Excavation for pipe lines in trenches in pits in soft soil i/c trimming dressing sides to true alignment shape leveling of beds of trenches to correct level and grade cutting joints holes and disposal of surplus earth within one chain as direct by engineer incharge providing fence guards lights whenever and temporary crossing for non vehicular traffic whenever required lift upto 5ft and lead upto one chain								<b>P%Cft</b>
									<b>Rs.</b>
									<b>106347 /-</b>

(P.H.S.I No.1 P-60).

		1	x	3400.0	x	5.17	x	3.00		=	52734.00	Cft				
					=	<b>52734.0</b>		<b>Cft</b>		<b>@Rs.</b>	<b>3600</b>		<b>P%0Cft</b>	<b>Rs.</b>	<b>189842</b>	/
3	Excavation for pipe lines in trenches in pits in wet soil i/c trimming dressing sides to true alignment shape leveling of beds of trenches to correct level and grade cutting joints holes and disposal of surplus earth within one chain as direct by engineer incharge providing fence guards lights whenever and temporary crossing for non vehicular traffic whenever required lift upto 5ft and lead upto one chain (P.H.S.I No.1 P-66).															
		1	x	3400.0	x	5.17	x	2.00		=	35156.00	Cft				
					=	<b>35156.0</b>		<b>Cft</b>		<b>@Rs.</b>	<b>5400</b>		<b>P%0Cft</b>	<b>Rs.</b>	<b>189842</b>	/
4	Add every 50' additional lead or part there (G.S.I No.08 P-13). 1+2+3 80% of excavated earth =(19129+57387+38258)=91819 cft															
		84374.40				84374.40		cft								
					=	<b>84374.4</b>		<b>Cft</b>		<b>@Rs.</b>	<b>407</b>		<b>P%0Cft</b>	<b>Rs.</b>	<b>343404</b>	/
5	C.C plain i/c placing compacting finishing and curing complete i/c screening & washing of stone agree gate with out shuttering. 1:4:8 (S.I.No:05 p-15).															
		1	x	3400.0	x	5.17	x	0.50		=	8789.0	Cft				
					=	<b>8789.0</b>		<b>Cft</b>		<b>@Rs.</b>	<b>11288.75</b>		<b>P%0Cft</b>	<b>Rs.</b>	<b>992168</b>	/
	1:2:4															
		1	x	3400.0	x	3.17	x	0.17		=	1832.26	Cft				
		1	x	3400.0	x	3.17	x	1.25		=	13472.50	Cft				
		2	x	3400.0	x	0.33	x	0.5		=	1122.00	Cft				
											<u>16426.76</u>	Cft				
<b>Deduction</b>																
		1/2	x	3400.000	x	0.785	x	2.50	x	2.5	=	8340.63	Cft			
	<b>Net Qty</b>	16426.760				8340.63				=	8086.1	Cft				
					=	<b>8086.14</b>		<b>Cft</b>		<b>@Rs.</b>	<b>14429.25</b>		<b>P%0Cft</b>	<b>Rs.</b>	<b>1166769</b>	/

	Errection and removal of centering for RCC or Plain CC work of partial wood 2nd class (vertical)(GSI NO :18 P-20)																	
7		2	x	3400	x	0.50		=	3400.00	sft								
		3400	x	0.50	x	3.14	x	2.50	=	13345.00	sft							
										=	16745.00	sft						
										=	<b>16745.00</b>	<b>Cft</b>	<b>@Rs.</b>	<b>3127.41</b>	<b>P%sft</b>	<b>Rs.</b>	<b>523685</b>	<b>/-</b>
8	RCC work in roof slab beams columns rafts lintels & other structural member slain in situ or pre-cast laid in lead in position etc complete Ratio 1:2:4.(G.S.I.No:6 p-16).																	
	Type -II Raft	1	x	3400	x	4.67	x	0.50	=	7939.00	Cft							
	Type -II Wall	2	x	3400	x	0.75	x	5.75	=	29325.0	Cft							
	Type -II Top slab	1	x	3400	x	4.17	x	0.37	=	5245.86	Cft							
									=	42509.86	Cft							
	Deduction jali	170	x	1.50	x	0.75	x	0.50	=	96	Cft							
									=	42414.24	Cft							
									=	<b>42414</b>	<b>Cft</b>	<b>@Rs.</b>	<b>337</b>	<b>P.Cft</b>	<b>Rs.</b>	<b>14293477</b>	<b>/-</b>	
9	Fabrication of mild steel reinforcement i/c cutting bending laying in position making joints fastening i/c the cost of binding wire also removal of rust from bars.(G.S.I.No:7(ii) p-17).																	
	using 4.5 lbs/cft																	
	Qty: of R.C.C	=	42414	x	4.50	/	112	=	1704.39	Cwt								
									=	<b>1704.39</b>	<b>Cwt</b>	<b>@Rs.</b>	<b>5001.70</b>	<b>P.Cwt</b>	<b>Rs.</b>	<b>8524812</b>	<b>/-</b>	
10	Samall iron work such as gusset plat knees bends stirrups straps rings etc i/c cutting drilling refitting handling assembling and fixing but excluding errection in position (G.S.I-1 P-91)																	
	100/20	=	170	x	1.5	x	0.50	x	9.5	=	10.8							
									=	<b>10.80</b>	<b>Sft</b>	<b>@Rs.</b>	<b>6420.61</b>	<b>P.Cwt</b>	<b>Rs.</b>	<b>69373</b>	<b>/-</b>	
11	Supplying and mixing chemical admixture palatinattes B.V-40 or equivalent mixing with CC 1:2:4 M.L palatinattes B.V-40 with one beg of Cement																	
	=									(	57080	x	17.6	)	/	100	=	1005
									=	1005	x	0.25	=	251	liters			
									=	<b>251.00</b>	<b>@Rs.</b>	<b>80</b>	<b>P/Liter</b>	<b>Rs.</b>	<b>20080</b>	<b>/-</b>		

TotalRs: Rs. 26419800 /

**Construction of CC block**

S.No	Description	Nos	L	B	D	Qty	Amount
1	Barrow pit excavation undressed lead up to 100' in Ordinary Soil (GSI No 3 P 1)						
<b>Qty</b>		<b>13600.00</b>					
		<b>at</b>					
		<b>Rs</b>	2,117.50	p%cft		<b>Rs</b>	<b>28798.00</b>
2	Extra for every 50 ft additional lead or part there of (GSI No 8 P2) Qty same as Item No 1 Average Lead =2600 ft - 100 ft = 2500 ft No of Lead = 2500 / 50 = 50 leads 50 Leads @ Rs. 100.78 per lead = Rs. 5039/=						
<b>Qty</b>		<b>13600.00</b>					
		<b>at</b>					
		<b>Rs</b>	5039.00	p%cft		<b>Rs</b>	<b>68530.40</b>
1	Laying earth in 6" thick layers leveling, dressing and watering for compaction etc complete (GSI No 13b P3) Qty Same as Item No 8						
<b>Qty</b>		<b>13600.00</b>					
		<b>at</b>					
		<b>Rs</b>	354.00	p%cft		<b>Rs</b>	<b>4814.40</b>
2	Cement Concrete brick or stone Ballast 1 1/2" to 2" guage ratio 1:4:8 (GSI No.4 P17)						
<b>Qty</b>		<b>8976.00</b>					
		<b>at</b>					
		<b>Rs</b>	9416.28	p%cft		<b>Rs</b>	<b>845205.29</b>
3	Cemeny concrte plain i/c placing compacting finishing and curring complete i/c screening and washing of stone aggregate without shuttering 1:2:4(CSINO5 P-16)						
<b>Qty</b>		<b>6800.00</b>					
		<b>at</b>					
		<b>Rs</b>	14429.25	p%cft		<b>Rs</b>	<b>981189.00</b>

4	erection and removal of centering for RCC or Plain CC works of deodar wood 2nd class (CSINO 19-P-18)					
<b>Qty</b>	<b>1303.33</b>	<b>at Rs</b>	<b>3127.40</b>	<b>p%cft</b>	<b>Rs</b>	<b>40760.34</b>

**Total**  
**Rs 1969297**

### Surface CC Drains

S.No	Description	Nos	L	B	D	Qty	Amount
1	Excavation in foundation of building bridges and other structures i/c bailing, dressing, filling around the structure with excavated earth, watering, ramming Lead up to one chain & lift up to 5.0' (CSI No:18 P4)						
<b>Qty</b>		<b>32109.99</b>	<b>at Rs</b>	<b>3176.25</b>	<b>p%cft</b>	<b>Rs</b>	<b>101989.36</b>
2	CC plain i/c placing compacting finishing & curing complete i/c screening and washing of stone aggregate w/o shuttering (CSI NO:5 P-16)						
	Ratio 1:4:8						
<b>Qty</b>		<b>6575.00</b>	<b>at Rs</b>	<b>11288.75</b>	<b>p% cft</b>	<b>Rs</b>	<b>742235.315</b>
	Ratio 1:2:4						
	CC Slabs on Type-I Drains						
<b>Qty</b>		<b>399.30</b>	<b>at Rs</b>	<b>14429.25</b>	<b>p% cft</b>	<b>Rs</b>	<b>57615.99525</b>
3	Construction of standard open drain cunette block of CC 1:2:4 in situ to the design profile i/c cost of mould as per drawing i/c applying floating coat of cement 1/32" thick to the exposed face finished smooth curing etc complete as per detailed drawing (PHSI. No. D P-58)						
	Type-I Drains @ 0.35 cft per Rft						
<b>Qty</b>		<b>6250.00</b>	<b>at Rs</b>	<b>94.00</b>	<b>p/ft</b>	<b>Rs</b>	<b>587500</b>
	Type-II Drains @ 0.74 cft per Rft						
<b>Qty</b>		<b>3725.00</b>	<b>at Rs</b>	<b>174.00</b>	<b>p/ft</b>	<b>Rs</b>	<b>648150</b>
4	Pucca Brick work in foundation and plinth in cement sand mortar 1:6 (CSI No:4 P24)						
<b>Qty</b>		<b>17756.25</b>	<b>at Rs</b>	<b>11948.36</b>	<b>p% cft</b>	<b>Rs</b>	<b>2121580.673</b>
5	Cement plaster 1:4 up to 20' height 1/2" thick (CSI No:11 P-57)						

Qty	RCC work in roof slabs beams columns rafts lintels and other structural members laid in situ are pre-cast laid in position etc complete in all respects ratio 1:2:4(CSI.No:6 P-17)	<b>25800.00</b>	at Rs	<b>2283.93</b>	p% cft	<b>Rs 589253.94</b>
6	Type-II Drains					
Qty	Fabrication of mild steel reinforcement for cement concrete i/c cutting bending laying in position making joints and fastening i/c cost of binding wire also includes removal of rust from bars (CSI NO.7 P-17)	<b>300.00</b>	at Rs	<b>337.00</b>	p/cft	<b>Rs 101100</b>
7						
Qty		<b>10.71</b>	at Rs	<b>5001.70</b>	p/cwt	<b>Rs 53568.21</b>
						<b>Total Rs 5002993.5</b>

**GENERAL ABSTRACT**

<b>1</b>	<b>RCC NALA</b>	<b>30569361</b>
<b>2</b>	<b>SURFACE DRAINS</b>	<b>5002993</b>
<b>3</b>	<b>CC Block</b>	<b>1969297</b>
	<b>TOTAL</b>	<b>37541652</b>
	<b>SAY</b>	<b>37542034</b>

**Conditions**

- 1 The Work Shall have to be executed according to the PWD/PHE Specifications.
- 2 No premium on non schedule Items shall be paid to the contractor.
- 3 Any error & omission and description of Item of work will be governed with relevant Schedule of Rates
- 4 The Contractor shall have to bring the material to be used in the work from the quarries as mentioned in the estimate.

(Sabir Ali Shaikh)  
Executive Engineer  
Public Health Engineering Division  
Kashmore @ Kandhkot

**STANDARD FORM OF BIDDING DOCUMENT**

**FOR**

**PROCUREMENT OF WORKS**

**(For Contracts (Small) amounting between Rs.2.5 million to Rs.50**

million)

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## INSTRUCTIONS TO PROCURING AGENCIES

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## INSTRUCTIONS TO PROCURING AGENCIES

(Not to be included in Bidding Documents)

A. Basis of Documents These Documents have been prepared as a global document intended to be used by different agencies/users according to their requirements. This document is envisaged for National Competitive Bidding (NCB), meant for use for Works costing not more than Rs. 25 Million. These documents may be tailored according to the scope of works as well as in case of contracts on International Competitive Bidding (ICB) basis, funded by international financial institutions/donors, with payments in foreign currencies. Procuring agencies are then to tailor the relevant clauses to suit their requirements including appropriate modifications in the relevant sections of the documents in the light of SPPRA Bidding Documents for Large Works. The Procuring Agency is expected to manage the Contract itself. The role of Engineer may be added by the Procuring Agency, if the Procuring Agency wishes to engage a consultant. The role of the Engineer with specific delegated powers under various clauses of Instructions to Bidders such as clarifications of Bid Documents, Amendment of Bid Documents, evaluation of Bids etc. and to administer the Contract under various clauses of Conditions of Contract should have been specified. The Procuring Agency will be required to set out in the specifications and drawings the full scope of work including the extent of design to be done by the Contractor, if any.

B. Contents of Documents As stated in Clause IB.4 of Instructions to Bidders, the complete Bidding Documents in addition to Invitation for Bids shall comprise items listed therein including any addendum to Bidding Documents issued in accordance with IB.6. The Standard Form of Bidding Documents (for Small Contracts) includes the following: 1. Instructions to Bidders & Bidding Data 2. Form of Bid & Schedules to Bid 3. Conditions of Contract & Contract Data 4. Standard Forms 5. Specifications 6. Drawings, if any In addition, Instructions to procuring

agencies are also provided at various locations of this document within parenthesis or as a Note(s). Procuring agencies are expected to edit or finalise this document accordingly, by filling in all the relevant blank spaces and forms as per the scope of the work, deleting all notes and instructions intended to help the bidders. The procuring agency is required to prepare the following for completion of the Bidding Documents: (i) Invitation for Bids

Sindh Public Procurement Regulatory Authority | [www.pprasindh.gov.pk](http://www.pprasindh.gov.pk) (ii) Bidding Data (iii) Schedules to Bid (Samples) (iv) Schedule of Prices (Format) (v) Contract Data (vi) Specifications (vii) Drawings, if any The Procuring agency's attention is drawn to the following while finalizing the Bidding Documents.

C. Notice Inviting Tender/ Invitation for Bids/ Request for Expression of Interest The —Notice Inviting Tender is meant for publication of tenders for calling bids in the newspapers and SPPRA Website. The blank spaces wherever shown are required to be filled by the Procuring Agency before issuance of Bidding Documents. The Procuring Agency may modify para 1 of Notice Inviting Tender as per its requirements. The notice should be published so as to give the interested bidders sufficient working period for preparation and submission of bids – not less than 15 days for National Competitive Bidding and 45 days for International Competitive Bidding (SPP Rule 18). 1. The eligible bidders are defined in IB.2; the text can be amended by the Procuring Agency as deemed appropriate.

2. The non-refundable fee for the sale of Bidding Documents should be nominal so as to cover printing/reproduction and mailing costs and to ensure that only bona-fide bidders shall apply (SPP Rule 20). 3. The amount of Bid Security should be a lump sum figure or a percentage, but not less than 1% and more than 5% of bid price and should be in accordance with IB.13.1

(SPP Rule 37). 4. If the venue of receipt of bids and the opening of bids is the same, the times for receipt and opening of bids are to be entered in last Para of the Notice Inviting Tender, otherwise indicate the name, address and exact location for the opening of bids. However the date for the receipt and the opening of bids shall be same (SPP Rule 41).

D. Instructions to Bidders These Instructions to Bidders will not be part of Contract and will cease to have effect once the Contract is signed along with Bidding Data. The Instructions to Bidders can be used as given. Procuring agency may have to make changes under Bidding Data. The Procuring Agency's or Engineer's Representative, if any, shall exercise powers of the Engineer/Procuring Agency under and in connection with Clauses IB.5, IB.6, IB.16, etc. In

Sindh Public Procurement Regulatory Authority | [www.pprasindh.gov.pk](http://www.pprasindh.gov.pk) case an Engineer has been appointed by the Procuring Agency, the aforesaid clauses may be modified accordingly to specify the role of the Engineer by the Procuring Agency, otherwise the Engineer's reference wherever exist, except Sub-Clause 1.1.20 & Clause 15 of Conditions of Contract and Item 1.1.20 of Contract Data, shall be deleted.

E. Bidding Data The blank spaces wherever shown in Bidding Data are required to be filled by the Engineer/Procuring Agency before issuance of Bidding Documents. 1. Contents of IB.10.3 may be retained or modified by the Procuring Agency. 2. Procuring Agency should insert required experience in IB.11.2. 3. Referring to IB.14.1, the period of bid validity may range from 30 to 90 days depending upon the size and nature of the works. Number of days shall be filled in as per Procuring Agency's requirements. 4. Contents of IB.16.3 to IB.16.8 may be retained or modified by the Procuring Agency in accordance with its requirements.

F. Schedules to Bid Specimen of Schedules to Bid including format of Schedule of Prices are provided in this document. The Procuring Agency may add/delete/modify as per its requirement. The blank spaces wherever shown are required to be filled by the Engineer/Procuring Agency before issuance of Bidding Documents except those required to be provided by the Contractor.

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

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

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

I. Specifications To be prepared and incorporated by the Engineer/Procuring Agency

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

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## INVITATION FOR BIDS

## INVITATION FOR BIDS

Date: \_\_\_\_\_

Bid Reference No.: \_\_\_\_\_ 1. The Procuring Agency, \_\_\_\_\_ [*enter name of the procuring agency*], invites sealed bids from interested firms or persons licensed by the Pakistan Engineering Council in the *appropriate category( not required for works costing Rs 2.5 million or less) and/or duly pre-qualified(if pre-qualification is done for specific scheme/project)* with the Procuring Agency for the Works, \_\_\_\_\_ [*enter title, type and financial volume of work*], which will be completed in \_\_\_\_\_ [*enter appropriate time period*] days. 2. A complete set of Bidding Documents may be purchased by an interested eligible bidder on submission of a written application to the office given below and upon payment of a non-refundable fee of Rupees \_\_\_\_\_ (*Insert Amount*). Bidders may acquire the Bidding Documents from the Office of the Procuring Agency, at \_\_\_\_\_ (Mailing Address). 3. All bids must

be accompanied by a Bid Security in the amount of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) or \_\_\_\_\_ percentage of bid price in the form of (*pay order / demand draft / bank guarantee*) and must be delivered to \_\_\_\_\_ (*Indicate Address and Exact Location*) at or before \_\_\_\_\_ hours, on \_\_\_\_\_ (Date). Bids will be opened at \_\_\_\_\_ hours on the same day in the presence of bidders' representatives who choose to attend, at the same address [*indicate the address if it differs*]. [Note: 1. *Procuring Agency to enter the requisite information in blank spaces.* 2. *The bid shall be opened within one hour after the deadline for submission of bids.*]

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**INSTRUCTIONS  
TO BIDDERS  
&  
BIDDING DATA**

Notes on the Instructions to Bidders This section of the bidding documents should provide the information necessary for bidders to prepare responsive bids, in accordance with the requirements of the Procuring Agency. It should also give information on bid submission, opening and evaluation, and on the award of contract. Matters governing the performance of the Contract or payments under the Contract, or matters affecting the risks, rights, and obligations of the parties under the Contract are not normally included in this Section, but rather in the appropriate sections of the *Conditions of Contract* and/or *Contract Data*.

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

#### A. GENERAL

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

1.1 Scope of Bid The Procuring Agency as defined in the Bidding Data (hereinafter called —the Procuring Agency\|) wishes to receive Bids for

the Works summarized in the Bidding Data (hereinafter referred to as —the Works)). Bidders must quote for the complete scope of work. Any Bid covering partial scope of work will be rejected as non-responsive.

1.2 Source of Funds The Procuring Agency has arranged funds from its own sources or *Federal/ Provincial*

*/Donor agency or any other source*, which may be indicated accordingly in bidding data towards the cost of the project/scheme.

IB.2 Eligible Bidders 2.1 Bidding is open to all firms and persons meeting the following requirements: a) duly licensed by the Pakistan Engineering Council (PEC) in the appropriate category for value of works. Provided that the works costing Rs. 2.5 million or less shall not require any registration with PEC . b) duly pre-qualified with the Procuring Agency. (*Where required*). In the event that prequalification of potential bidders has been undertaken, only bids from prequalified bidders will be considered for award of Contract. c) if prequalification has not undertaken , the procuring agency may ask information and documents not limited to following:- (i) company profile; (ii) works of similar nature and size for each performed in last 3/5 years; (iii) construction equipments; (iv) qualification and experience of technical personnel and key site management;

Sindh Public Procurement Regulatory Authority | [www.pprasindh.gov.pk](http://www.pprasindh.gov.pk) (v) financial statement of last 3 years; (vi) information regarding litigations and abandoned works if any.

IB.3 Cost of Bidding 3.1 The bidder shall bear all costs associated with the preparation and submission of its bid and the Procuring Agency will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process (SPP Rules 24 & 25).

## B. BIDDING DOCUMENTS

IB.4 Contents of Bidding Documents 4.1 In addition to Invitation for Bids, the Bidding Documents are those stated below, and should be read in conjunction with any Addendum issued in accordance with Sub-Clause IB.6.1. 1. Instructions to Bidders & Bidding Data 2. Form of Bid, Qualification Information & Schedules to Bid Schedules to Bid comprise the following: (i) Schedule A: Schedule of Prices/ Bill of Quantities (BoQ). (ii) Schedule B: Specific Works Data (iii) Schedule C:

Works to be Performed by Subcontractors (iv) Schedule D: Proposed Programme of Works (v) Schedule E: Method of Performing Works (vi) Schedule F: Integrity Pact (works costing Rs 10 million and above) 3. Conditions of Contract & Contract Data 4. Standard Forms: (i) Form of Bid Security, (ii) Form of Performance Security; (iii) Form of Contract Agreement; (iv) Form of Bank Guarantee for Advance Payment. 5. Specifications 6. Drawings, if any

**IB.5 Clarification of Bidding Documents** 5.1 A prospective bidder requiring any clarification(s) in respect of the Bidding Documents may notify the Engineer/Procuring Agency at the Engineer's/ Procuring Agency's address indicated in the Bidding Data. 5.2 An interested bidder, who has obtained bidding documents, may request for clarification

Sindh Public Procurement Regulatory Authority | [www.pprasindh.gov.pk](http://www.pprasindh.gov.pk) of contents of bidding documents in writing and procuring agency shall respond to such queries in writing within three calendar days, provided they are received at least five calendar days prior to the date of opening of bid (SPP Rule 23-1).

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**B.6 Amendment of Bidding Documents (SPP Rules 22(2) & 22).** 6.1 At any time prior to the deadline for submission of Bids, the Procuring Agency may, for any reason, whether at his own initiative or in response to a clarification requested by a interested bidder, modify the Bidding Documents by issuing addendum. 6.2 Any addendum thus issued shall be part of the Bidding Documents pursuant to SubClause 6.1 hereof, and shall be communicated in writing to all purchasers of the Bidding Documents. Prospective bidders shall acknowledge receipt of each addendum in writing to the Procuring Agency. 6.3 To afford interested bidders reasonable time in which to take an addendum into account in preparing their Bids, the Procuring Agency may at its discretion extend the deadline for submission of Bids.

## **C. PREPARATION OF BIDS**

**IB.7 Language of Bid** 7.1 All documents relating to the Bid shall be in the language specified in the Contract Data.

**IB.8 Documents Comprising the Bid** 8.1 The Bid submitted by the

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

**IB.9 Sufficiency of Bid**

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

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

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

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

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

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

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

**IB.11 Documents Establishing Bidder's Eligibility and Qualifications**

11.1 Pursuant to Clause IB.8, the bidder shall furnish, as part of its bid,

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

#### IB.12 Documents Establishing Works' Conformity to Bidding

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

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IB.13 Bid Security 13.1 Each bidder shall furnish, as part of his bid, at the option of the bidder, a Bid Security as percentage of bid price/estimated cost or in the amount stipulated in Bidding Data in Pak. Rupees in the form of *Deposit at Call/ Payee's Order or a Bank Guarantee* issued by a Scheduled Bank in Pakistan in favour of the Procuring Agency valid for a period up to twenty eight (28) days beyond the bid validity date (*Bid security should not be below 1%.and not exceeding 5% of bid price/estimated cost SPP Rule 37*). 13.2 Any bid not accompanied by an acceptable Bid Security shall be rejected by the Procuring Agency as non-responsive. 13.3 The bid securities of unsuccessful bidders will be returned upon award of contract to the successful bidder or on the expiry of validity of Bid Security whichever is earlier. 13.4 The Bid Security of the successful bidder will be returned when the bidder has furnished the required Performance Security, and signed the Contract Agreement (SPP Rule 37). 13.5 The Bid Security may be forfeited: (a) if a bidder withdraws his bid during the period of bid validity; or (b) if a bidder does not accept the correction of his Bid Price, pursuant to Sub-Clause 16.4 (b) hereof; or (c) in the case of a successful bidder, if he fails within the specified time limit to: (i) furnish the required Performance Security or (ii) sign the Contract Agreement.

IB.14 Validity of Bids, Format, Signing and Submission of Bid 14.1

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

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

#### **D. SUBMISSION OF BID**

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

15.1 Bids must be received by the Procuring Agency at the address/provided in Bidding Data not later than the time and date stipulated therein. 15.2 The inner and outer envelopes shall (a) be addressed to the Procuring Agency at the address provided in the Bidding Data; (b) bear the name and identification number of the Contract as defined in the Bidding and Contract Data; and (c) provide a

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

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## **E. BID OPENING AND EVALUATION**

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

16.1 The Procuring Agency will open the bids, in the presence of bidders' representatives who choose to attend, at the time, date and in the place specified in the Bidding Data. 16.2 The bidder's name, Bid Prices, any discount, the presence or absence of Bid Security, and such other details as the Procuring Agency at its discretion may consider appropriate, will be announced by the Procuring Agency at the bid opening. The Procuring Agency will record the minutes of the bid opening. Representatives of the bidders who choose to attend shall sign the attendance sheet. Any Bid Price or discount which is not read out and recorded at bid opening will not be taken into account in the evaluation of bid. 16.3 To assist in the examination, evaluation and comparison of Bids the Engineer/Procuring Agency may, at its discretion, ask the bidder for a clarification of its Bid. The request for clarification and the response shall be in writing and no change in the price or substance of the Bid shall be sought, offered or permitted (SPP

Rule 43). 16.4 (a) Prior to the detailed evaluation, pursuant to IB.16.7 to 16.9, the Engineer/Procuring Agency will determine the substantial responsiveness of each bid to the Bidding Documents. For purpose of these instructions, a substantially responsive bid is one which conforms to all the terms and conditions of the Bidding Documents without material deviations. It will include determining the requirements listed in Bidding Data. (b) Arithmetical errors will be rectified on the following basis: If there is a discrepancy between the unit price and total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between the words and figures the amount in words shall prevail. If there is a discrepancy between the Total Bid price entered in Form of Bid and the total shown in Schedule of Prices-Summary, the amount stated in the Form of Bid will be corrected by the Procuring Agency in accordance with the Corrected Schedule of Prices. If the bidder does not accept the corrected amount of Bid, his Bid will be rejected and his Bid Security forfeited. 16.5 A Bid determined as substantially non-responsive will be rejected and will not subsequently be made responsive by the bidder by correction of the non-conformity. 16.6 Any minor informality or non-conformity or irregularity in a Bid which does not constitute a material deviation (major deviation) may be waived by Procuring Agency,

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

the works; (b) adoption/rectification whereof would affect unfairly the competitive position of other bidders presenting substantially responsive bids.

(B) Minor Deviations Bids that offer deviations acceptable to the Procuring Agency and which can be assigned a monetary value may be considered substantially responsive at least as to the issue of fairness. This value would however be added as an adjustment for evaluation purposes only during the detailed evaluation process. 16.7 The Engineer/Procuring Agency will evaluate and compare only the bids previously determined to be substantially responsive pursuant to IB.16.4 to 16.6 as per requirements given hereunder. Bids will be evaluated for complete scope of works. The prices will be compared on the basis of the Evaluated Bid Price pursuant to IB.16.8 herein below.

Technical Evaluation: It will be examined in detail whether the works offered by the bidder complies with the Technical Provisions of the Bidding Documents. For this purpose, the bidder's data submitted with the bid in Schedule B to Bid will be compared with technical features/criteria of the works detailed in the Technical Provisions. Other technical information submitted with the bid regarding the Scope of Work will also be reviewed. 16.8 Evaluated Bid Price In evaluating the bids, the Engineer/Procuring Agency will determine for each bid in addition to the Bid Price, the following factors (adjustments) in the manner and to the extent indicated below to determine the Evaluated Bid Price: (i) making any correction for arithmetic errors pursuant to IB.16.4 hereof.

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IB.17 Process to be Confidential 17.1 Subject to IB.16.3 heretofore, no bidder shall contact Engineer/Procuring Agency on any matter relating to its Bid from the time of the Bid opening to the time the bid evaluation result is announced by the Procuring Agency. The evaluation result shall be announced at least seven (07) days prior to award of Contract (SPP

Rule 45). The announcement to all bidders will include table(s) comprising read out prices, discounted prices, price adjustments made, final evaluated prices and recommendations against all the bids evaluated. 17.2 Any effort by a bidder to influence Engineer/Procuring Agency in the Bid evaluation, Bid comparison or Contract Award decisions may result in the rejection of his Bid. Whereas any bidder feeling aggrieved, may lodge a written complaint to Complaint Redressal Committee as per terms and conditions mentioned in SPP Rules 31 & 32. However, mere fact of lodging a complaint shall not warrant suspension of procurement process. 17.3 Bidders may be excluded if involved in “Corrupt and Fraudulent Practices” means either one or any combination of the practices given below SPP Rule 2(q); (i) —Coercive Practice means any impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence the actions of a party to achieve a wrongful gain or to cause a wrongful loss to another party; (ii) —Collusive Practice means any arrangement between two or more parties to the procurement process or contract execution, designed to achieve with or without the knowledge of the procuring agency to establish prices at artificial, noncompetitive levels for any wrongful gain; (iii) “Corrupt Practice” means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful gain; (iv) —Fraudulent Practice” means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation; (v) “Obstructive Practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract or deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements before investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; or threatening, harassing or intimidating any party to prevent it

from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or acts intended to materially impede the exercise of inspection and audit rights provided for under the Rules.

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## F. AWARD OF CONTRACT

IB.18. Post Qualification 18.1 The Procuring Agency, at any stage of the bid evaluation, having credible reasons for or *prima facie* evidence of any defect in contractor's capacities, may require the contractors to provide information concerning their professional, technical, financial, legal or managerial competence whether already pre-qualified or not: Provided, that such qualification shall only be laid down after recording reasons therefore in writing. They shall form part of the records of that bid evaluation report. 18.2 The determination will take into account the bidder's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the bidders' qualifications submitted under B.11, as well as such other information required in the Bidding Documents.

IB.19 Award Criteria & Procuring Agency's Right 19.1 Subject to IB.19.2, the Procuring Agency will award the Contract to the bidder whose bid has been determined to be substantially responsive to the Bidding Documents and who has offered the lowest evaluated Bid Price, provided that such bidder has been determined to be qualified to satisfactory perform the Contract in accordance with the provisions of the IB.18. 19.2 Notwithstanding IB.19.1, the Procuring Agency reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of Contract, without thereby incurring any liability to the affected bidders or any obligation to inform the affected bidders of the grounds for the Procuring Agency's action except that the grounds for its rejection of all bids shall upon request be communicated, to any bidder who submitted a bid, without justification of the grounds. Notice of the rejection of all the bids shall be given promptly to all the bidders (SPP Rule 25).

IB.20 Notification of Award & Signing of Contract Agreement 20.1

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

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**IB.21 Performance Security** 21.1 The successful bidder shall furnish to the Procuring Agency a Performance Security in the form and the amount stipulated in the Conditions of Contract within a period of fourteen (14) days after the receipt of Letter of Acceptance (SPP 39).

21.2 Failure of the successful bidder to comply with the requirements of Sub-Clauses IB.20.2 & 20.3 or 21.1 or Clause IB.22 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security.

21.3 Publication of Award of Contract: within seven days of the award of contract, the procuring shall publish on the website of the authority and on its own website, if such a website exists, the results of the bidding process, identifying the bid through procurement identifying Number if any and the following information:

- (1) Evaluation Report;
- (2) Form of Contract and letter of Award;
- (3) Bill of Quantities or Schedule of Requirements. (SPP Rule 50)

**IB.22 Integrity Pact** The Bidder shall sign and stamp the Form of Integrity Pact provided at Schedule-F to Bid in the Bidding Document for all Sindh Government procurement contracts exceeding Rupees ten

(10) million. Failure to provide such Integrity Pact shall make the bid nonresponsive (SPP Rule 89).

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

Instructions to Bidders

Clause Reference 1.1 Name of Procuring Agency

---

*(Insert name of the Procuring Agency)*

Brief Description of Works

---

5.1 (a) Procuring Agency's address:

---

*(Insert address of the Procuring Agency with telex/fax)* (b) Engineer's address:

---

*(Insert name and address of the Engineer, if any, with telex/fax.)* 10.3

Bid shall be quoted entirely in Pak. Rupees. The payment shall be made in Pak. Rupees. 11.2 The bidder has the financial, technical and constructional capability necessary to perform the Contract as follows:

*(Insert required capabilities and documents)*

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

12.1 (a) A detailed description of the Works, essential technical and performance characteristics. (b) Complete set of technical information, description data, literature and drawings as required in accordance with Schedule B to Bid, Specific Works Data. This will include but not be limited to a sufficient number of drawings, photographs, catalogues, illustrations and such other information as is necessary to illustrate clearly the significant characteristics such as general construction dimensions and other relevant information about the works to be performed. 13.1 Amount of Bid Security

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
*(Fill in lump sum amount or in % age of bid amount /estimated cost, but not below 1% and not exceeding 5%)* 14.1 Period of Bid Validity

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
*(Fill in "number of days" not exceeding 90)* 14.4 Number of Copies of the Bid to be submitted: One original plus \_\_\_\_\_ copies. 14.6 (a) Procuring Agency's Address for the Purpose of Bid Submission

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
*(insert postal address or location of bid box for delivery by hand)* 15.1 Deadline for Submission of Bids Time: \_\_\_\_\_ AM/PM on \_\_\_\_\_.

16.1 Venue, Time, and Date of Bid Opening  
Venue: \_\_\_\_\_ Time: \_\_\_\_\_ Date: \_\_\_\_\_ 16.4

Responsiveness of Bids (i) Bid is valid till required period,  
Sindh Public Procurement Regulatory Authority | www.pprasindh.gov.pk \*(ii) Bid prices are firm during currency of contract/Price adjustment; (iii) Completion period offered is within specified limits, (iv) Bidder is eligible to Bid and possesses the requisite experience, capability and qualification. (v)

Bid does not deviate from basic technical requirements and (vi) Bids are generally in order, etc. \*Procuring agency can adopt either of two options. (*Select either of them*) (a) Fixed Price contract: In these contracts no escalation will be provided during currency of the contract and normally period of completion of these works is upto 12 months. (b) Price adjustment contract: In these contracts escalation will be paid only on those items and in the manner as notified by Finance Department, Government of Sindh, after bid opening during currency of the contract.

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## FORM OF BID AND SCHEDULES TO BID

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## FORM OF BID (LETTER OF OFFER) Bid Reference No.

\_\_\_\_\_  
\_\_\_\_\_  
(Name of Works) To: \_\_\_\_\_

\_\_\_\_\_ Gentlemen, 1. Having examined the Bidding Documents including Instructions to Bidders, Bidding Data, Conditions of Contract, Contract Data, Specifications, Drawings, if any, Schedule of Prices and Addenda Nos. \_\_\_\_\_ for the execution of the above-named works, we, the undersigned, being a company doing business under the name of and address

\_\_\_\_\_ and being duly incorporated under the laws of Pakistan hereby offer to execute and complete such works and remedy any defects therein in conformity with the said Documents including Addenda thereto for the Total Bid Price of Rs \_\_\_\_\_ (Rupees \_\_\_\_\_) or such other sum as may be ascertained in accordance with the said Documents. 2. We understand that all the Schedules attached hereto form part of this Bid. 3. As security for due performance of the undertakings and obligations of this Bid, we submit herewith a Bid Security in the amount of \_\_\_\_\_ drawn in your favour or

made payable to you and valid for a period of twenty eight (28) days beyond the period of validity of Bid. 4. We undertake, if our Bid is accepted, to commence the Works and to deliver and complete the Works comprised in the Contract within the time(s) stated in Contract Data. 5. We agree to abide by this Bid for the period of \_\_\_\_\_ days from the date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiration of that period. 6. Unless and until a formal Agreement is prepared and executed, this Bid, together with your written acceptance thereof, shall constitute a binding contract between us. 7. We undertake, if our Bid is accepted, to execute the Performance Security

Sindh Public Procurement Regulatory Authority | www.pprasindh.gov.pk referred to in Conditions of Contract for the due performance of the Contract. 8. We understand that you are not bound to accept the lowest or any bid you may receive. 9. We do hereby declare that the Bid is made without any collusion, comparison of figures or arrangement with any other person or persons making a bid for the Works. Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20 Signature \_\_\_\_\_ in the capacity of \_\_\_\_\_ duly authorized to sign bid for and on behalf of

\_\_\_\_\_  
*(Name of Bidder in Block Capitals)*

*(Seal)* Address

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ Witness: (Signature) \_\_\_\_\_

Name: \_\_\_\_\_

\_\_\_\_\_ Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**[SCHEDULES TO BID INCLUDE THE FOLLOWING:**

- Σχηδυλε Α το Βιδ: Σχηδυλε οφ Πριχεσ
- Σχηδυλε Β το Βιδ: Σπεχιφιχ Ωορκσ Δατα
- Σχηδυλε Χ το Βιδ: Ωορκσ το βε Περφορμεδ βψ Συβχοντραχτορ σ
- Σχηδυλε Δ το Βιδ: Προποσεδ Προγραμ οφ Ωορκσ
- Σχηδυλε Ε το Βιδ: Μετηοδ οφ Περφορμινγ Ωορκσ
- Σχηδυλε Φ το Βιδ: Ιντεγριτυ Παχτ]

Σινδη Πυβλιχ Προχυρεμεντ Ρεγυλατορψ Αυτηοριτυ | ωωω.ππρασινδη.γοσ.πκ

**ΣΧΗΔΥΛΕ – A TO BID**

**SCHEDULE OF PRICES**

Sr. No.	Page No.	1. Preamble to Schedule of Prices.....	24
		2. Schedule of Prices.....	26
		*(a) Summary of Bid Prices * (b) Detailed Schedule of Prices /Bill of Quantities (BOQ) * [To be prepared by the Engineer/Procuring Agency]	

**SCHEDULE - A TO BID**

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**PREAMBLE TO SCHEDULE OF PRICES**

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

---

*(Note: The abbreviations to be used in the Schedule of Prices to be*

*defined by the Procuring Agency).*

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

#### SCHEDULE - A TO BID

Sindh Public Procurement Regulatory Authority | [www.pprasindh.gov.pk](http://www.pprasindh.gov.pk) no items are provided, the cost shall be deemed to be distributed among the rates and prices entered for the related items of the Works and no separate payment will be made for those items. The rates, prices and amounts shall be entered against each item in the Schedule of Prices. Any item against which no rate or price is entered by the bidder will not be paid for by the Procuring Agency when executed and shall be deemed covered by the rates and prices for other items in the Schedule of Prices. 4.5 (a) The bidder shall be deemed to have obtained all information as to and all requirements related thereto which may affect the bid price. \*(b) The Contractor shall be responsible to make complete arrangements for the transportation of the Plant to the Site.

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

5. Bid Prices 5.1 Break-up of Bid Prices The various elements of Bid Prices shall be quoted as detailed by the Procuring Agency in the format of Schedule of Prices. The bidder shall recognize such elements of the

costs which he expects to incur the performance of the Works and shall include all such costs in the rates and amounts entered in the Schedule of Prices. 5.2 Total Bid Price The total of bid prices in the Schedule of Prices shall be entered in the Summary of Bid Prices.

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

**SCHEDULE - A TO BID**

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**SCHEDULE OF PRICES – SUMMARY OF BID PRICES (Sample)**  
**Bill**

No.

Description	Total Amount (Rs)	1.	2	3	4	5	1.	2.	3.	4.	1.	2.	3.	4.	5.	6.
(A) Building Work	Civil works	Internal sanitary and water supply	Electrification	External Development works	Miscellaneous Items											
(B) Road Work.	Earthwork	Hard Crust and Surface Treatment	Culverts and Bridges	Miscellaneous Items	(C) Public Health Engineering Works.											
	Earthwork	Subsurface Drains	Pipe Laying and Man holes	Tube wells, Pump houses	Compound wall	Miscellaneous Items	Total Bid Price (The amount to be entered in Paragraph 1 of the Form of Bid) (In words).									

**SCHEDULE - A TO BID**

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**SCHEDULE OF PRICES**

Item

No.

Description	Quantity	Unit	Rate(Rs)	Total Amount (Rs)	1.	2.	3.	1.	2.	3.	1.
	2.	3.	1.	2.	3.	1.	2.	3.	1.	2.	3.

I. (Civil works)

II. Internal sanitary and water

supply.

III. Electrification.

IV. External Development  
works.

V. Miscellaneous Items Total (*to be carried to Summary of Bid Price*)  
*Add/ Deduct the percentage quoted above/below on the prices of items  
based on Composite  
Schedule of Rates.*

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## **SCHEDULE - B TO BID**

### **\*SPECIFIC WORKS DATA**

*(To be prepared and incorporated by the Procuring Agency)*

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

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## **SCHEDULE – C TO BID**

**WORKS TO BE PERFORMED BY SUBCONTRACTORS\*** The bidder will do the work with his own forces except the work listed below which he intends to sub-contract. Items of Works Name and address of Statement of similar to be Sub-Contracted Sub-Contractors works previously executed. (*attach evidence*)

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

*In case Procuring Agency decides to allow subcontracting then following*

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

## **SCHEDULE – D TO BID**

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

## **SCHEDULE – E TO BID**

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

- Τη σεθυενχε ανδ μετηοδσ ιν ωηιχη ηε προποσεσ το χαρρψ ουτ τηε Ωορκσ, ινχλυδινγ τηε νυμβερ οφ σηιφτσ περ δαψ ανδ ηουρσ περ σηιφτ, ηε εξπεχτσ το ωορκ.
- Α λιστ οφ αλλ μαφορ ιτεμσ οφ χονστρυχτιον ανδ πλαντ ερεχτιον, τοολσ ανδ πεηιχλεσ προποσεδ το βε υσεδ ιν δελιπερινγ/χαρρψινγ ουτ τηε ωορκσ ατ σιτε.
- Τηε προχεδυρε φορ ινσταλλατιον οφ εθυιπμεντ ανδ τρανσπορτατιον οφ εθυιπμεντ ανδ ματεριαλσ το τηε σιτε.
- Οργανισατιον χηαρτ ινδιχατινγ ηεαδ οφφιχε & φιελδ οφφιχε περ σοννελ ινπολπεδ ιν μαναγεμεντ, συπερπισιον ανδ ενγινεερινγ οφ τηε Ωορκσ το βε δονε υνδερ τηε Χοντραχτ.

## **ΣΧΗΔΥΛΕ – F TO BID**

**(INTEGRITY PACT)**

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

Contract No. \_\_\_\_\_ Dated \_\_\_\_\_

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

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

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

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

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

not take any action to circumvent the above declaration, representation or warranty. [name of Contractor] accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other rights and remedies available to PA under any law, contract or other instrument, be voidable at the option of PA. Notwithstanding any rights and remedies exercised by PA in this regard, [name of Supplier/Contractor/Consultant] agrees to indemnify PA for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to PA in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by [name of Contractor] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from PA.

.....  
[Procuring Agency] [Contractor]

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## CONDITIONS OF CONTRACT

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## CONDITIONS OF CONTRACT

**1. GENERAL PROVISIONS**

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

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

**Persons** 1.1.4 —Procuring Agency $\parallel$  means the person named in the Contract Data and the legal successors in title to this person, but not

(except with the consent of the Contractor) any assignee. 1.1.5

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

Dates, Times and Periods 1.1.7 —Commencement Date means the date fourteen (14) days after the date the Contract comes into effect or any other date named in the Contract Data. 1.1.8 —Day means a calendar day

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

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

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Other Definitions 1.1.11 —Contractor's Equipment means all machinery, apparatus and other things required for the execution of the Works but does not include Materials or Plant intended to form part of the Works. 1.1.12 —Country means the Islamic Republic of Pakistan.

1.1.13 —Procuring Agency's Risks means those matters listed in Sub-Clause 6.1. 1.1.14 —Force Majeure means an event or circumstance which makes performance of a Party's obligations illegal or impracticable and which is beyond that Party's reasonable control.

1.1.15 —Materials means things of all kinds (other than Plant) to be supplied and incorporated in the Works by the Contractor. 1.1.16

—Plant means the machinery and apparatus intended to form or forming part of the Works. 1.1.17 —Site means the places provided by the Procuring Agency where the Works are to be executed, and any other places specified in the Contract as forming part of the Site. 1.1.18

—Variation means a change which is instructed by the Engineer/Procuring Agency under Sub-Clause 10.1. 1.1.19 —Works

means any or all the works whether Supply, Installation, Construction etc. and design (if any) to be performed by the Contractor including temporary works and any variation thereof. 1.1.20 —Engineer means

the person notified by the Procuring Agency to act as Engineer for the purpose of the Contract and named as such in Contract Data. 1.2

Interpretation Words importing persons or parties shall include firms and organisations. Words importing singular or one gender shall include plural or the other gender where the context requires. 1.3 Priority of Documents The documents forming the Contract are to be taken as mutually explanatory of one another. If an ambiguity or discrepancy is found in the documents, the priority of the documents shall be in accordance with the order as listed in the Contract Data.

Sindh Public Procurement Regulatory Authority | [www.pprasindh.gov.pk](http://www.pprasindh.gov.pk) 1.4 Law The law of the Contract is the relevant Law of Islamic Republic of Pakistan. 1.5

Communications All Communications related to the Contract shall be in English language. 1.6 Statutory Obligations The Contractor shall comply with the Laws of Islamic Republic of Pakistan and shall give all notices and pay all fees and other charges in respect of the Works.

**2. THE PROCURING AGENCY** 2.1 Provision of Site The Procuring Agency shall provide the Site and right of access thereto at the times stated in the Contract Data.

Site Investigation Reports are those that were included in the bidding documents and are factual and interpretative reports about the surface and subsurface conditions at the Site. 2.2 Permits etc. The Procuring Agency shall, if requested by the Contractor, assist him in applying for permits, licences or approvals which are required for the Works. 2.3 Engineer's/Procuring Agency's Instructions The Contractor shall comply with all instructions given by the Procuring Agency or the Engineer, if notified by the Procuring Agency, in respect of the Works including the suspension of all or part of the works. 2.4 Approvals No approval or consent or absence of comment by the Engineer/Procuring Agency shall affect the Contractor's obligations.

**3. ENGINEER'S/PROCURING AGENCY'S REPRESENTATIVES** 3.1

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

the Contractor, in writing, the precise scope of the authority of such authorized person at the time of his appointment.

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

**4. THE CONTRACTOR 4.1 General Obligations** The Contractor shall carry out the works properly and in accordance with the Contract. The Contractor shall provide all supervision, labour, Materials, Plant and Contractor's Equipment which may be required

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

**4.3 Subcontracting** The Contractor shall not subcontract the whole of the works. The Contractor shall not subcontract any part of the works without the consent of the Procuring Agency. **4.4 Performance Security** The Contractor shall furnish to the Procuring Agency within fourteen (14) days after receipt of Letter of Acceptance a Performance Security at the option of the bidder, in the form of Payee's order /Bank Draft or Bank Guarantee from scheduled bank for the amount and validity specified in Contract Data.

**5. DESIGN BY CONTRACTOR 5.1 Contractor's Design** The Contractor shall carry out design to the extent specified, as referred to in the Contract Data. The Contractor shall promptly submit to the Engineer/Procuring Agency all designs prepared by him, within fourteen (14) days of receipt the Engineer/Procuring Agency shall notify any comments or, if the design submitted is not in accordance with the Contract, shall reject it stating the reasons. The

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

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

## **6. PROCURING AGENCY'S RISKS**

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

i) physical obstructions or physical conditions other than climatic conditions, encountered on the

Site during the performance of the Works, for which the Contractor immediately notified to the Procuring Agency and accepted by the Procuring Agency.

**7. TIME FOR COMPLETION**

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

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

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

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

**8. TAKING-OVER**

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

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**8.2 Taking-Over**  
Notice Within fourteen (14) days of the receipt of the said notice of completion from the Contractor the Procuring Agency/Engineer shall either takeover the completed works and issue a Certificate of Completion to that effect or shall notify the Contractor his reasons for not taking-over the works. While issuing the Certificate of Completion

as aforesaid, the Procuring Agency/Engineer may identify any outstanding items of work which the Contractor shall undertake during the Maintenance Period.

**9. REMEDYING DEFECTS** 9.1 Remedying Defects The Contractor shall for a period stated in the Contract Data from the date of issue of the Certificate of Completion carry out, at no cost to the Procuring Agency, repair and rectification work which is necessitated by the earlier execution of poor quality of work or use of below specifications material in the execution of Works and which is so identified by the Procuring Agency/Engineer in writing within the said period. Upon expiry of the said period, and subject to the Contractor's faithfully performing his aforesaid obligations, the Procuring Agency/Engineer shall issue a Maintenance Certificate whereupon all obligations of the Contractor under this Contract shall come to an end. Failure to remedy any such defects or complete outstanding work within a reasonable time shall entitle the Procuring Agency to carry out all necessary works at the Contractor's cost. However, the cost of remedying defects not attributable to the Contractor shall be valued as a Variation. 9.2

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

**10. VARIATIONS AND CLAIMS** 10.1 Right to Vary The Procuring Agency/Engineer may issue Variation Order(s) in writing. Where for any reason it has not been possible for the Procuring Agency/Engineer to issue such Variations Order(s), the Contractor may confirm any verbal orders given by the Procuring Agency/Engineer in writing and if the same are not refuted/denied by the Procuring Agency/Engineer within ten (10) days of the receipt of such confirmation the same shall be deemed to be a Variation Orders for the purposes of this Sub-Clause.

Sindh Public Procurement Regulatory Authority | [www.pprasindh.gov.pk](http://www.pprasindh.gov.pk) 10.2 Valuation of Variations Variations shall be valued as follows: a) at a lump sum price

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

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

**10.4 Early Warning** The Contractor shall notify the Engineer/Procuring Agency in writing as soon as he is aware of any circumstance which may delay or disrupt the Works, or which may give rise to a claim for additional payment. To the extent of the Contractor's failure to notify, which results to the Engineer/Procuring Agency being unable to keep all relevant records or not taking steps to minimise any delay, disruption, or Cost, or the value of any Variation, the Contractor's entitlement to extension of the Time for Completion or additional payment shall be reduced/rejected.

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

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**10.6 Variation and Claim Procedure** The Contractor shall submit to the Engineer/Procuring Agency an itemised detailed

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

**11. CONTRACT PRICE AND PAYMENT** 11.1 (a) Terms of Payments  
The amount due to the Contractor under any Interim Payment Certificate issued by the Engineer pursuant to this Clause, or to any other terms of the Contract, shall , subject to Clause 11.3, be paid by the Procuring Agency to the Contractor within 30 days after such Interim Payment Certificate has been jointly verified by Procuring Agency and Contractor, or, in the case of the Final Certificate referred to in Sub Clause 11.5, within 60days after such Final Payment Certificate has been jointly verified by Procuring Agency and Contractor; Provided that the Interim Payment shall be caused in thirty (30) days and Final Payment in 60 days in case of foreign funded project. In the event of the failure of the Procuring Agency to make payment within 90 days then Procuring Agency shall pay to the Contractor compensation at the 28 days rate of KIBOR+2% per annum in local currency and LIBOR+1% for foreign currency, upon all sums unpaid from the date by which the same should have been paid. (b) Valuation of the Works The Works shall be valued as provided for in the Contract Data, subject to Clause 10. 11.2 Monthly Statements The Contractor shall be entitled to be paid at monthly intervals: a) the value of the Works executed less to the cumulative amount paid previously; and b) value of secured advance on the materials and valuation of variations (if any). The Contractor shall submit each month to the Engineer/Procuring Agency a statement showing the amounts to which he considers himself entitled.

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

11.4 Retention Retention money shall be paid by the Procuring Agency to the Contractor within fourteen (14) days after either the expiry of the period stated in the Contract Data, or the remedying of notified defects, or the completion of outstanding work, all as referred to in Sub-Clause 9.1, whichever is the later. 11.5 Final Payment Within twenty one (21) days from the date of issuance of the Maintenance Certificate the Contractor shall submit a final account to the Engineer to verify and the Engineer shall verify the same within fourteen (14) days from the date of submission and forward the same to the Procuring Agency together with any documentation reasonably required to enable the Procuring Agency to ascertain the final contract value. Within sixty (60) days from the date of receipt of the verified final account from the Engineer, the Procuring Agency shall pay to the Contractor any amount due to the Contractor. While making such payment the Procuring Agency may, for reasons to be given to the Contractor in writing, withhold any part or parts of the verified amount. 11.6 Currency Payment shall be in the currency stated in the Contract Data.

12. DEFAULT 12.1 Defaults by Contractor If the Contractor abandons the Works, refuses or fails to comply with a valid instruction of the Engineer/Procuring Agency or fails to proceed expeditiously and without delay, or is, despite a written complaint, in breach of the Contract, the Procuring Agency may give notice referring to this Sub-Clause and stating the default. If the Contractor has not taken all practicable steps to remedy the default within fourteen (14) days after receipt of the Procuring Agency's notice, the Procuring Agency may by a second notice given within a further twenty one (21) days, terminate the Contract. The Contractor shall then demobilize from the Site leaving behind any Contractor's Equipment which the Procuring Agency instructs, in the second notice, to be used for the completion of the Works at the risk and cost of the Contractor.

Sindh Public Procurement Regulatory Authority | [www.pprasindh.gov.pk](http://www.pprasindh.gov.pk) 12.2 Defaults by Procuring Agency If the Procuring Agency fails to pay in accordance with the Contract, or is, despite a written complaint, in breach of the Contract, the Contractor may give notice referring to this Sub-Clause and stating the default. If the default is not remedied within fourteen (14)

days after the Procuring Agency's receipt of this notice, the Contractor may suspend the execution of all or parts of the Works. If the default is not remedied within twenty eight (28) days after the Procuring Agency's receipt of the Contractor's notice, the Contractor may by a second notice given within a further twenty one (21) days, terminate the Contract. The Contractor shall then demobilise from the Site. 12.3 Insolvency If a Party is declared insolvent under any applicable law, the other Party may by notice terminate the Contract immediately. The Contractor shall then demobilise from the site leaving behind, in the case of the Contractor's insolvency, any Contractor's Equipment which the Procuring Agency instructs in the notice is to be used for the completion of the Works. 12.4 Payment upon Termination After termination, the Contractor shall be entitled to payment of the unpaid balance of the value of the works executed and of the Materials and Plant reasonably delivered to the site, adjusted by the following: a) any sums to which the Contractor is entitled under Sub-Clause 10.4, b) any sums to which the Procuring Agency is entitled, c) if the Procuring Agency has terminated under Sub-Clause 12.1 or 12.3, the Procuring Agency shall be entitled to a sum equivalent to twenty percent (20%) of the value of parts of the Works not executed at the date of the termination, and d) if the Contractor has terminated under Sub-Clause 12.2 or 12.3, the Contractor shall be entitled to the cost of his demobilisation together with a sum equivalent to ten percent (10%) of the value of parts of the works not executed at the date of termination. The net balance due shall be paid or repaid within twenty eight (28) days of the notice of termination.

**13. RISKS AND RESPONSIBILITIES** 13.1 Contractor's Care of the Works Subject to Sub-Clause 9.1, the Contractor shall take full responsibility for the care

Sindh Public Procurement Regulatory Authority | [www.pprasindh.gov.pk](http://www.pprasindh.gov.pk) of the Works from the Commencement Date until the date of the Procuring Agency's/Engineer's issuance of Certificate of Completion under Sub-Clause 8.2. Responsibility shall then pass to the Procuring Agency. If any loss or damage happens to the Works during the above period, the Contractor shall rectify such loss or damage so that the Works conform with the Contract. Unless the loss or damage happens as a result of any

of the Procuring Agency's Risks, the Contractor shall indemnify the Procuring Agency, or his agents against all claims loss, damage and expense arising out of the Works. 13.2 Force Majeure If Force Majeure occurs, the Contractor shall notify the Engineer/Procuring Agency immediately. If necessary, the Contractor may suspend the execution of the Works and, to the extent agreed with the Procuring Agency demobilize the Contractor's Equipment. If the event continues for a period of eighty four (84) days, either Party may then give notice of termination which shall take effect twenty eight (28) days after the giving of the notice. After termination, the Contractor shall be entitled to payment of the unpaid balance of the value of the Works executed and of the Materials and Plant reasonably delivered to the Site, adjusted by the following: a) any sums to which the Contractor is entitled under Sub-Clause 10.4, b) the cost of his demobilization, and c) less any sums to which the Procuring Agency is entitled. The net balance due shall be paid or repaid within thirty five (35) days of the notice of termination.

14. INSURANCE 14.1 Arrangements The Contractor shall, prior to commencing the Works, effect insurances of the types, in the amounts and naming as insured the persons stipulated in the Contract Data except for items (a) to (e) and (i) of the Procuring Agency's Risks under Sub-Clause 6.1. The policies shall be issued by insurers and in terms approved by the Procuring Agency. The Contractor shall provide the Engineer/Procuring Agency with evidence that any required policy is in force and that the premiums have been paid. 14.2 Default If the Contractor fails to effect or keep in force any of the insurances referred to in the previous Sub-Clause, or fails to provide satisfactory evidence, policies or receipts, the Procuring Agency may, without prejudice to any other right or

Sindh Public Procurement Regulatory Authority | [www.pprasindh.gov.pk](http://www.pprasindh.gov.pk) remedy, effect insurance for the cover relevant to such as a default and pay the premiums due and recover the same plus a sum in percentage given in Contractor Data from any other amounts due to the Contractor.

15. RESOLUTION OF DISPUTES 15.1 Engineer's Decision If a dispute of any kind whatsoever arises between the Procuring Agency and the Contractor in connection with the works, the matter in dispute

shall, in the first place, be referred in writing to the Engineer, with a copy to the other party. Such reference shall state that it is made pursuant to this Clause. No later than the twenty eight (28) days after the day on which he received such reference, the Engineer shall give notice of his decision to the Procuring Agency (Superintending Engineer) and the Contractor. Unless the Contract has already been repudiated or terminated, the Contractor shall, in every case, continue to proceed with the work with all due diligence, and the Contractor and the Procuring Agency (Superintending Engineer) shall give effect forthwith to every such decision of the Engineer unless and until the same shall be revised, as hereinafter provided in an arbitral award.

**15.2 Notice of Dissatisfaction** If a Party is dissatisfied with the decision of the Engineer of consultant or if no decision is given within the time set out in Sub-Clause 15.1 here above, the Party may give notice of dissatisfaction referring to this Sub-Clause within fourteen (14) days of receipt of the decision or the expiry of the time for the decision. If no notice of dissatisfaction is given within the specified time, the decision shall be final and binding on the Parties. If notice of dissatisfaction is given within the specified time, the decision shall be binding on the Parties who shall give effect to it without delay unless and until the decision of the Engineer is revised by an arbitrator. If a contractor is dissatisfied with the decision of the Engineer of the department or decision is not given in time then he can approach Superintending Engineer within 14 days, in case of dissatisfaction with decision of Superintending Engineer or not decided within 28 days, then arbitration process would be adopted as per clause 15.3.

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

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**16 INTEGRITY PACT 16.1** If the Contractor or any of his Sub-Contractors, agents or servants is found to have violated or involved in violation of the Integrity Pact signed by the Contractor as Schedule-F to

his Bid, then the Procuring Agency shall be entitled to: (a) recover from the Contractor an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by the Contractor or any of his Sub-Contractors, agents or servants; (b) terminate the Contract; and (c) recover from the Contractor any loss or damage to the Procuring Agency as a result of such termination or of any other corrupt business practices of the Contractor or any of his Sub-Contractors, agents or servants. On termination of the Contract under Sub-Para (b) of this Sub-Clause, the Contractor shall demobilize from the site leaving behind Contractor's Equipment which the Procuring Agency instructs, in the termination notice, to be used for the completion of the works at the risk and cost of the Contractor. Payment upon such termination shall be made under Sub-Clause 12.4, in accordance with Sub-Para (c) thereof, after having deducted the amounts due to the Procuring Agency under Sub-Para (a) and (c) of this Sub-Clause.

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## CONTRACT DATA

*(Note: Except where otherwise indicated, all Contract Data should be filled in by the*

*Procuring Agency prior to issuance of the Bidding Documents.)*

Sub-Clauses of

Conditions of Contract 1.1.3 Procuring Agency's Drawings, if any

*(To be listed by the Procuring Agency)* 1.1.4 The Procuring Agency

means

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\_\_\_\_\_ 1.1.5 The  
Contractor means

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

Agreement. 1.1.9 Time for Completion \_\_\_\_\_ days

*(The time for completion of the whole of the Works should be assessed  
by the*

*Procuring Agency)* 1.1.20 Engineer (mention the name along with the

designation including whether he belongs to department or consultant) and other details

\_\_\_\_\_ 1.3 Documents forming the Contract listed in the order of priority: (a) The Contract Agreement (b) Letter of Acceptance (c) The completed Form of Bid (d) Contract Data (e) Conditions of Contract (f) The completed Schedules to Bid including Schedule of Prices (g) The Drawings, if any (h) The Specifications (i) \_\_\_\_\_ (j) \_\_\_\_\_ *(The Procuring Agency may add, in order of priority, such other documents as form part of the Contract. Delete the document, if not applicable)*

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person: \_\_\_\_\_ 3.2 Name and address of Engineer's/Procuring Agency's representative

\_\_\_\_\_ 4.4 Performance Security: Amount \_\_\_\_\_ Validity \_\_\_\_\_

*(Form: As provided under Standard Forms of these Documents)* 5.1

Requirements for Contractor's design (if any): Specification Clause No's \_\_\_\_\_ 7.2 Programme:

Time for submission: Within fourteen (14) days\* of the Commencement Date.

Form of programme: \_\_\_\_\_ *(Bar Chart/CPM/PERT or other)* 7.4 Amount payable due to failure to complete shall be \_\_\_% per

day up to a maximum of (10%) of sum stated in the Letter of Acceptance (Usually the liquidated damages are set between 0.05

percent and 0.10 percent per day.) 7.5 Early Completion In case of earlier completion of the Work, the Contractor is entitled to be paid

bonus up-to limit and at a rate equivalent to 50% of the relevant limit and rate of liquidated damages stated in the contract data. 9.1 Period for

remedying defects

\_\_\_\_\_ 10.2 (e)

Variation procedures: Day work rates \_\_\_\_\_

(details) 11.1 Terms of Payments

a) Mobilization Advance (1) Mobilization Advance up to 10 % of the Contract Price stated in the Letter of Acceptance shall be paid by the Procuring Agency to the Contractor on the works costing Rs.2.5 million or above on following conditions:

Sindh Public Procurement Regulatory Authority | [www.pprasindh.gov.pk](http://www.pprasindh.gov.pk) (i) on submission by the Contractor of a Mobilization Advance Guarantee for the full amount of the Advance in the specified form from a Scheduled Bank in Pakistan to the Procuring Agency; (ii) Contractor will pay interest on the mobilization advance at the rate of 10% per annum on the advance; and (iii) This Advance including the interest shall be recovered in 5 equal installments from the five (05) R.A bills and in case the number of bills is less than five (05) then 1/5<sup>th</sup> of the advance inclusive of the interest thereon shall be recovered from each bill and the balance together with interest be recovered from the final bill. It may be insured that there is sufficient amount in the final bill to enable recovery of the Mobilization Advance. OR 2) Secured Advance on Materials (a) The Contractor shall be entitled to receive from the Procuring Agency Secured Advance against an INDENTURE BOND in P W Account Form No. 31(Fin. R. Form No. 2 acceptable to the Procuring Agency of such sum as the Engineer may consider proper in respect of non-perishable materials brought at the Site but not yet incorporated in the Permanent Works provided that: (i) The materials are in accordance with the Specifications for the Permanent Works; (ii) Such materials have been delivered to the Site and are properly stored and protected against loss or damage or deterioration to the satisfaction and verification of the Engineer but at the risk and cost of the Contractor; (iii) The Contractor's records of the requirements, orders, receipts and use of materials are kept in a form approved by the Engineer, and such records shall be available for inspection by the Engineer; (iv) The Contractor shall submit with his monthly statement the estimated value of the materials on Site together with such documents as may be required by the Engineer for the purpose of valuation of materials and providing evidence of ownership and payment therefore; (v) Ownership of such materials shall be deemed to vest in the Procuring Agency and these materials shall not be removed

from the Site or otherwise disposed of without written permission of the Procuring Agency; (vi) The sum payable for such materials on Site shall not exceed 75 % of the (i) landed cost of imported materials, or (ii) ex-factory / ex-warehouse price of locally manufactured or produced materials, or (iii) market price of stands other materials;

Sindh Public Procurement Regulatory Authority | [www.pprasindh.gov.pk](http://www.pprasindh.gov.pk) (vii) Secured Advance should not be allowed unless & until the previous advance, if any, fully recovered; (viii) Detailed account of advances must be kept in part II of running account bill; and (ix) Secured Advance may be permitted only against materials/quantities anticipated to be consumed / utilized on the work within a period of 3 months from the date of issue of secured advance and definitely not for full quantities of materials for the entire work/contract (b) Recovery of Secured Advance: (i) Secured Advance paid to the Contractor under the above provisions shall be effected from the monthly payments on actual consumption basis, but not later than period specified in the rules not more than three months (even if unutilized); other conditions. (ii) As recoveries are made the outstanding accounts of the items concerned in Part II should be reduced by making deduction entries in the column; —deduct quantity utilized in work measured since previous bill, equivalent to the quantities of materials used by the contractor on items of work shown as executed in part I of the bill. (c) Interim payments: The Contractor shall submit to the Engineer monthly statements of the estimated value of the work completed less the cumulative amount certified previously. (i) The value of work completed comprises the value of the quantities of the items in the Bill of Quantities completed. (ii) value of secured advance on the materials and valuation of variations (if any). (iii) Engineer may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information. (v) Retention money and other advances are to be recovered from the bill submitted by contractor. 11.2 \*(a) Valuation of the Works: i) Lump sum price \_\_\_\_\_ (details), or ii) Lump sum price with schedules of rates \_\_\_\_\_ (details), or iii) Lump sum price with bill of quantities \_\_\_\_\_ (details), or iv) Re-measurement with estimated/bid quantities in the Schedule of Prices or

on premium above or below quoted on the rates mentioned in CSR  
\_\_\_\_\_ (details), or/and v) Cost  
reimbursable \_\_\_\_\_ (details)

Sindh Public Procurement Regulatory Authority | www.pprasindh.gov.pk 11.3 Percentage of  
retention\*: *five (5%)* 11.6 Currency of payment: Pak. Rupees 14.1  
Insurances: *(Procuring Agency may decide, keeping in view the nature  
and*

*the scope of the work)*

Type of cover The Works

Amount of cover The sum stated in the Letter of Acceptance plus fifteen  
percent (15%)

Type of cover Contractor's Equipment:

Amount of cover Full replacement cost

Type of cover Third Party-injury to persons and damage to property

\_\_\_\_\_  
*(The minimum amount of third party insurance should be assessed by  
the*

*Procuring Agency and entered). Workers:*

\_\_\_\_\_ Other  
cover\*: \_\_\_\_\_

*(In each case name of insured is Contractor and Procuring Agency)*

14.2 Amount to be recovered Premium plus

\_\_\_\_\_ percent (\_\_\_\_%). 15.3 Arbitration\*\*

Place of Arbitration: \_\_\_\_\_

\* *(Procuring Agency to specify as appropriate)*

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

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## STANDARD FORMS

*(Note: Standard Forms provided in this document for securities are to  
be issued by a bank. In*

*case the bidder chooses to issue a bond for accompanying his bid or  
performance of contract*

*or receipt of advance, the relevant format shall be tailored accordingly  
without changing the*

*spirit of the Forms of securities).*

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

No. \_\_\_\_\_ Executed on \_\_\_\_\_

(Letter by the Guarantor to the Procuring Agency) Name of Guarantor  
(Scheduled Bank in Pakistan) with

address: \_\_\_\_\_

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

address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ Sum of Security (express in words and

figures): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ Bid Reference No. \_\_\_\_\_ Date of

Bid \_\_\_\_\_ **KNOW ALL MEN BY THESE PRESENTS**, that in  
pursuance of the terms of the Bid and at the request of the said Principal,  
we the Guarantor above-named are held and firmly bound unto the

\_\_\_\_\_, (hereinafter called The  
—Procuring Agency) in the sum stated above, for the payment of which  
sum well and truly to be made, we bind ourselves, our heirs, executors,  
administrators and successors, jointly and severally, firmly by these  
presents. **THE CONDITION OF THIS OBLIGATION IS SUCH**, that  
whereas the Principal has submitted the accompanying Bid numbered  
and dated as above for \_\_\_\_\_

(Particulars of Bid) to the said Procuring Agency; and **WHEREAS**, the  
Procuring Agency has required as a condition for considering the said  
Bid that the Principal furnishes a Bid Security in the above said sum to  
the Procuring Agency, conditioned as under: (1) that the Bid Security  
shall remain valid for a period of twenty eight (28) days beyond the  
period of validity of the bid; (2) that in the event of; (a) the Principal  
withdraws his Bid during the period of validity of Bid, or (b) the  
Principal does not accept the correction of his Bid Price, pursuant to  
SubClause 16.4 (b) of Instructions to Bidders, or (c) failure of the  
successful bidder to (i) furnish the required Performance Security, in

accordance with SubClause IB-21.1 of Instructions to Bidders, or (ii) sign the proposed Contract Agreement, in accordance with SubClauses IB-20.2 & 20.3 of Instructions to Bidders,

Sindh Public Procurement Regulatory Authority | [www.pprasindh.gov.pk](http://www.pprasindh.gov.pk) the entire sum be paid immediately to the said Procuring Agency for delayed completion and not as penalty for the successful bidder's failure to perform. NOW THEREFORE, if the successful bidder shall, within the period specified therefore, on the prescribed form presented to him for signature enter into a formal Contract Agreement with the said Procuring Agency in accordance with his Bid as accepted and furnish within fourteen (14) days of receipt of Letter of Acceptance, a Performance Security with good and sufficient surety, as may be required, upon the form prescribed by the said Procuring Agency for the faithful performance and proper fulfilment of the said Contract or in the event of nonwithdrawal of the said Bid within the time specified then this obligation shall be void and of no effect, but otherwise to remain in full force and effect. PROVIDED THAT the Guarantor shall forthwith pay to the Procuring Agency the said sum stated above upon first written demand of the Procuring Agency without cavil or argument and without requiring the Procuring Agency to prove or to show grounds or reasons for such demand, notice of which shall be sent by the Procuring Agency by registered post duly addressed to the Guarantor at its address given above. PROVIDED ALSO THAT the Procuring Agency shall be the sole and final judge for deciding whether the Principal has duly performed his obligations to sign the Contract Agreement and to furnish the requisite Performance Security within the time stated above, or has defaulted in fulfilling said requirements and the Guarantor shall pay without objection the sum stated above upon first written demand from the Procuring Agency forthwith and without any reference to the Principal or any other person. IN WITNESS WHEREOF, the above bounded Guarantor has executed the instrument under its seal on the date indicated above, the name and seal of the Guarantor being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body. Guarantor (Bank) Witness:

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

\_\_\_\_\_ Corporate Secretary (Seal) 2. (Name, Title & Address) Corporate Guarantor (Seal)

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**FORM OF PERFORMANCE SECURITY**

(Bank Guarantee) Guarantee No. \_\_\_\_\_ Executed on

\_\_\_\_\_ Expiry Date (Letter by the Guarantor to the Procuring Agency) Name of Guarantor (Scheduled Bank in Pakistan)

with

address: \_\_\_\_\_

\_\_\_\_\_ Name of Principal (Contractor) with

address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ Penal Sum of Security (express in words and figures) \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ Letter of Acceptance

No. \_\_\_\_\_ Dated \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Bidding Documents and above said Letter of Acceptance (hereinafter called the Documents) and at the request of the said Principal we, the Guarantor above named, are held and firmly bound unto the \_\_\_\_\_

(hereinafter called the Procuring Agency) in the penal sum of the amount stated above, for the payment of which sum well and truly to be made to the said Procuring Agency, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents. THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has accepted the Procuring Agency's above said Letter of Acceptance for \_\_\_\_\_

\_\_\_\_\_ (Name of Contract) for the

\_\_\_\_\_ (Name of

Project). NOW THEREFORE, if the Principal (Contractor) shall well and truly perform and fulfill all the undertakings, covenants, terms and

conditions of the said Documents during the original terms of the said Documents and any extensions thereof that may be granted by the Procuring Agency, with or without notice to the Guarantor, which notice is, hereby, waived and shall also well and truly perform and fulfill all the undertakings, covenants terms and conditions of the Contract and of any and all modifications of the said Documents that may hereafter be made, notice of which modifications to the Guarantor being hereby waived, then, this obligation to be void; otherwise to remain in full force and virtue till all requirements of Clause 9, Remediating Defects, of Conditions of Contract are fulfilled. Our total liability under this Guarantee is limited to the sum stated above and it is a condition of any liability attaching to us under this Guarantee that the claim for payment in writing shall

Sindh Public Procurement Regulatory Authority | [www.pprasindh.gov.pk](http://www.pprasindh.gov.pk) be received by us within the validity period of this Guarantee, failing which we shall be discharged of our liability, if any, under this Guarantee. We,

\_\_\_\_\_ (the Guarantor), waiving all objections and defenses under the Contract, do hereby irrevocably and independently guarantee to pay to the Procuring Agency without delay upon the Procuring Agency's first written demand without cavil or arguments and without requiring the Procuring Agency to prove or to show grounds or reasons for such demand any sum or sums up to the amount stated above, against the Procuring Agency's written declaration that the Principal has refused or failed to perform the obligations under the Contract, for which payment will be effected by the Guarantor to Procuring Agency's designated Bank & Account Number. PROVIDED ALSO THAT the Procuring Agency shall be the sole and final judge for deciding whether the Principal (Contractor) has duly performed his obligations under the Contract or has defaulted in fulfilling said obligations and the Guarantor shall pay without objection any sum or sums up to the amount stated above upon first written demand from the Procuring Agency forthwith and without any reference to the Principal or any other person. IN WITNESS WHEREOF, the above bounded Guarantor has executed this Instrument under its seal on the date indicated above, the name and corporate seal of the Guarantor being

hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

\_\_\_\_\_ Guarantor (Bank) Witness: 1.  
\_\_\_\_\_ 1. Signature \_\_\_\_\_  
\_\_\_\_\_ 2. Name \_\_\_\_\_ Corporate  
Secretary (Seal) 3. Title \_\_\_\_\_ 2.

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

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### FORM OF CONTRACT AGREEMENT THIS CONTRACT

AGREEMENT (hereinafter called the —Agreement) made on the \_\_\_\_\_ day of \_\_\_\_\_ 200 \_\_\_\_\_ between

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





administrators and assigns) of the one part and THE GOVERNOR OF SINDH (hereinafter called "the Government" of the other part). WHEREAS by an agreement, dated (hereinafter called the said agreement, the contractor has agreed to perform the under-mentioned works (hereinafter referred to as the said work):- (Here enter (the description of the works).<sup>1</sup> AND WHEREAS 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 (E). the said works signed by the contractor

Fin R.Form.17.A On----- ..... — and on such covenants and conditions as are hereinafter contained and the Government has reserved to itself the option of marking any further advance or advances on the security of other materials brought by the Contractor to the site of the said 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 whereof the Contractor doth hereby acknowledge) and of such further advances (if any) as may be made to him as aforesaid (all of which advances are hereinafter collectively referred to as the said amount) the Contractor doth hereby assign unto the Government the said materials by way of security for the said amount And doth hereby covenant and agree with the Government and declare ay follow :- (1) That the said sum of Rupees .....- ..... ----- ..... ----- (R.F. ----- ) so advanced by the Government to the Contractor as aforesaid and all or any further sum or sums which may be advanced aforesaid shall be employed by the contractor in or towards expending the execution of the

said works and for no other purpose whatsoever.

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

Fin R Form No. 17-A Offered to and accepted by (he Government as security for the said amount are absolutely by the Contractors own property free from encumbrances of any kind and the Contractor will not make any application for or receive a further advance on the security of materials which are not absolutely his own property and free from encumbrances of any kind and the contractor hereby agrees, at all times, to indemnify and save harmless the Government against all claims whatsoever to any materials in respect of which an advance has been made to him as aforesaid. (3) That the said materials detailed in the said Running Account Bill (B) and all other

Fin. R. Form No. 17-A Materials on the security of which any further advance or advances may hereafter be made as aforesaid (hereinafter called the said materials) shall be used by the Contractor solely in *the* execution of the said works in accordance with the directions of the Divisional Officer-----  
----- (hereinafter called the Divisional Officer) and in the terms of the said agreement. (4) That the Contractor shall make at his own cost all necessary and adequate arrangement for the proper watch, safe custody and protection against all risks of the said material and that until used in construction as aforesaid the said materials shall remain at the site of the said works in the Contractor's custody and at his own risk and on his own responsibility and shall at all times be open to inspection by (he Divisional Officer or any officer authorized by him. In the event of the said materials of any part (hereof being stolen, destroyed or damaged or becoming deteriorated in a grater degree than is due to reasonable use and wear thereof Contractor will forthwith replace the same with other materials of like qualify or repair and make good the same as required by the Divisional Officer and the materials so brought to replace the said materials so repaired and made good shall also be considered as security for the said amount. (5) 'Hurt the said materials shall not on any account be removed from the site of the said works except with the written permission of the Divisional Officer or an officer

authorized by him in that behalf (6) That the said amount shall be payable in full when or before the Contractor receives payment, from the Government of the price payable to him for the said works under the terms and provisions of the said agreement PROVIDED THAT if any intermediate payments are made to the contractor on account of work done then on the occasion of each such payment the Government will be at liberty to make a recovery from the Contractors Bill for such payment by deducting there from in the value of the said materials (hen actually used in the construction and in respect of which recovery has not been made previously the value for this purpose being determined in respect of each description of material at (he rates at which the amount of the advances made under these presents were calculated. (7) That if the Contractor shall at any time make any default in the performance or 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

Sindh Public Procurement Regulatory Authority | [www.pprasindh.gov.pk](http://www.pprasindh.gov.pk)      percent per annum from the date or respective dates of such advance or advances to the date or repayment and with all costs, charges, damages and expenses incurred by the Government in or for the recovery thereof or the enforcement of this security or otherwise by reason of (he default of the Contractor and any moneys so becoming due and payable shall constitute a debt due from the Contractor to the Government and the Contractor hereby covenants and agrees with the Government to repay and the same respectively to it accordingly. (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 withstanding anything in the said agreement and without prejudice to the powers contained therein if and whether the covenant for payment and repayment hereinbefore contained shall become enforceable and the

money owing shall not be paid to accordingly. Once therewith the Government may at any time thereafter adopt all or any of following courses as it may deem best ;-

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

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

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

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

(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 hereinbefore expressly provided for the same shall be referred to the Superintending Engineer..... Circle whose..... decision shall be final and the provisions of the Indian Arbitration Act for the time being in force so far as they are applicable shall apply to any such reference.

Sindh Public Procurement Regulatory Authority | www.pprasindh.gov.pk      In witnesses whereof  
 the\* ----- ———\_..... on behalf of the Governor of  
 Sindh and the said..... —..... - ..... --have  
 hereunto set their respective hands and seals the day and first above  
 written. Signed, sealed and delivered by\* In the presence of Seal 1st  
 witness 2<sup>nd</sup> witness Signed, sealed and delivered by\* In the presence of  
 Seal 1st Witness 2<sup>nd</sup> witness

## SPECIFICATIONS

*[Note for Preparing the Specifications]* A set of precise and clear specifications is a prerequisite for bidders to respond realistically and competitively to the requirements of the user without qualifying their Bids. The specifications must be drafted to permit the widest possible competition and, at the same time, present a clear statement of the required standards of workmanship, materials, performance of the works. Only if this is done objectives of economy, efficiency, and fairness in procurement will be realized and responsiveness of Bids can be ensured, and the subsequent task of bid evaluation can be facilitated. The specifications should require that materials to be incorporated in the works be new, unused, and of the most recent or current models, and incorporated all recent improvements in design and materials unless provided for otherwise in the contract. Samples of specifications from similar to previous procurements are useful in this respect. The use of metric units is encouraged. Depending on the complexity of the works and the repetitiveness of the type of procurement, it may be advantageous to standardize the Technical Specifications that should cover all classes of workmanship, materials and equipment although not necessarily to be used in a particular procurement. Care must be taken in drafting specifications to ensure that they are not restrictive. In the specification of standards for equipment, materials, and workmanship, recognized international standards should be used as much as possible. The specifications shall consider all conditions but not limited to seismic conditions, weather conditions and environmental impact. The specifications should state that equipment, materials, and workmanship that meet other authoritative standards, and which ensure at least a substantially equal quality than the standards mentioned, will also be acceptable. The following clause may be inserted in the Specifications. Sample Clause: Equivalency of Standards and Codes Wherever reference is made in the Specifications to specific standards and codes to be met by Works to be furnished and tested, the provisions of the latest current edition or revision of the relevant shall apply, unless otherwise expressly stated in the Contract. Other authoritative standards that ensure equivalence to the standards and codes specified will be

acceptable.]

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**\*DRAWINGS**

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

**Construction of surface drains , cc block supplying and installing of pumping machinery , PVC Rising main for drainage scheme Dari**

**Construction of CC block**

<b>S.No</b>	<b>Description</b>	<b>Nos</b>	<b>L</b>	<b>B</b>	<b>D</b>	<b>Qty</b>	<b>Amount</b>
1	Barrow pit excavation undressed lead up to 100' in Ordinary Soil (GSI No 3 P 1)						
<b>Qty</b>		<b>13200</b>	<b>at Rs</b>	<b>2117.5</b>	<b>p%cft</b>	<b>Rs</b>	<b>27951</b>
2	Extra for every 50 ft additional lead or part there of (GSI No 8 P2) Qty same as Item No 1 Average Lead =2600 ft - 100 ft = 2500 ft No of Lead = 2500 / 50 = 50 leads 50 Leads @ Rs. 100.78 per lead = Rs. 5039/=						
<b>Qty</b>		<b>13200</b>	<b>at Rs</b>	<b>5039</b>	<b>p%cft</b>	<b>Rs</b>	<b>66515</b>
1	Laying earth in 6" thick layers leveling, dressing and watering for compaction etc complete (GSI No 13b P3) Qty Same as Item No 8						
<b>Qty</b>		<b>13200</b>	<b>at Rs</b>	<b>263</b>	<b>p%cft</b>	<b>Rs</b>	<b>3472</b>
2	Cement Concrete brick or stone Ballast 1 1/2" to 2" guage ratio 1:4:8 (GSI No.4 P17)						
<b>Qty</b>		<b>8712</b>	<b>at Rs</b>	<b>9416.28</b>	<b>p%cft</b>	<b>Rs</b>	<b>820346</b>
3	Cemeny concrte plain i/c placing compacting finishing and curring complete i/c screening and washing of stone aggregate without shuttering 1:2:4(CSINO5 P-16)						

Qty	6600	at Rs	14429.25	p%cft	Rs	952331
4	erection and removal of centering for RCC or Plain CC works of deodar wood 2nd class (CSINO 19-P-18)					
Qty	1265	at Rs	3127.4	p%cft	Rs	<u>39562</u>
				Total		1910176

## CC Drains

S.No	Description	Nos	L	B	D	Qty	Amount
1	Excavation in foundation of building bridges and other structures i/c bailing, dressing, filling around the structure with excavated earth, watering, ramming Lead up to one chain & lift up to 5.0' (CSI No:18 P4)						
Qty		33362.13	at Rs	3176.25	p%0cft	Rs	105966
2	CC plain i/c placing compacting finishing & curing complete i/c screening and washing of stone aggregate w/o shuttering (CSI NO:5 P-16)						
	Ratio 1:4:8						
Qty		6324.50	at Rs	11288.75	p% cft	Rs	713957
	Ratio 1:2:4						
Qty		350.06	at Rs	14429.25	p% cft	Rs	50511
3	Construction of standard open drain cunette block of CC 1:2:4 in situ to the design profile i/c cost of mould as per drawing i/c applying floating coat of cement 1/32" thick to the exposed face finished smooth curing etc complete as per detailed drawing (PHSI. No. D P-58)						
	Type-I Drains @ 0.35 cft per Rft						
Qty		4900.00	at Rs	94.00	p/ft	Rs	460600
	Type-II Drains @ 0.74 cft per Rft						
Qty		4480.00	at Rs	174.00	p/ft	Rs	779520
4	Pucca Brick work in foundation and plinth in cement sand mortar 1:6 (CSI No:4 P24)						
Qty		19110.00	at Rs	11948.36	p% cft	Rs	2283332
5	Cement plaster 1:4 up to 20' height 1/2" thick (CSI No:11 P-57)						
Qty		32620.00	at Rs	2283.93	p% cft	Rs	745018

6 RCC work in roof slabs beams columns rafts lintels and other structural members laid in situ are pre-cast laid in position etc complete in all respects ratio 1:2:4(CSI.No:6 P-17)

<b>Qty</b>	<b>600.00</b>	<b>at Rs</b>	<b>337.00</b>	<b>p/cft</b>	<b>Rs</b>	<b>202200</b>
7	Fabrication of mild steel reinforcement for cement concrete i/c cutting bending laying in position making joints and fastening i/c cost of binding wire also includes removal of rust from bars (CSI NO.7 P-17)					
<b>Qty</b>	<b>21.42</b>	<b>at Rs</b>	<b>5001.70</b>	<b>p/cwt</b>	<b>Rs</b>	<b><u>107136</u></b>
				<b>Total</b>		<b>5,448,245</b>

### PVC Pipe Rising Mains 8" dia .

<b>S.No</b>	<b>Description</b>	<b>No</b>	<b>L</b>	<b>B</b>	<b>D</b>	<b>Qty</b>	<b>Amount</b>
1	Excavation for pipe line including trenches pits tanks and reservoir in soft soil including trimming dressing to true alignment and shape levelling of bed of trenches to correct level and grade cutting jointing holes providing fence guards lights flags and temporary crossing for non vehicular traffic where ever required lift upto 5 ft (1.52 m) and lead up to one chain (30.5 m) (PHSI.No.1 P-60)						
						<b>Qty</b>	<b>Amount</b>
						<b>14850.0</b>	<b>53460</b>
2	Providing laying PVC pipes and fixing in trenches including cutting fitting and jointing with rubber rings including testing with water to a head of 122 meter or 200 ft.(PHSI NoD1 P20 )(RA Attached)8" DIA						
						<b>Qty</b>	<b>Amount</b>
						<b>1650.0</b>	<b>663300</b>
3	C.I Bend 90 degree for A.C pipes (standred weight for ACIL (B) Class) (SMI.NO.1 P-13) For 8" dia						
						<b>Qty</b>	<b>Amount</b>
						<b>2.0</b>	<b>5440</b>

4 Making joint to C.I Specials fitting (including laying of) the required diameter and testing the joints alongwith the Asbestos Cement pressure Pipeline to the specified pressure and making good to all leaky joints etc complete (PHSI.NO.F1 P-81)

For 8" dia

<b>Qty</b>		<b>no at Rs</b>	<b>72</b>	<b>each</b>	<b>Rs</b>	<b>144</b>
	<b>2.0</b>					
5	Refling the exacavated stuff in trenches 6" thick layers including watering ramming to full compaction etc complete.(PHSI.NO.24 P-77)					
<b>Qty</b>		<b>cft at Rs</b>	<b>2760</b>	<b>p %0cft</b>	<b>Rs</b>	<b>36887</b>
	<b>13365.0</b>					
				<b>Grand total</b>	<b>Rs</b>	<b>759231</b>

### E) Pumping Machinery

<b>S No</b>	<b>Item Description</b>	<b>Qty</b>	<b>Unit</b>	<b>Rate</b>	<b>Amount</b>
1	Supplying & Installing in position i/c transportation to site of work at Dari Electric Pumping set of 1450 R.P.M (Siemens) made 15 BHP 3 Phase 4 pole frame 160 M Type-1 LA7 180-4 AA 60, 50 cycles 400/420 volts with non clogging K.S.B Pump type KWPz 100-250 size 3"x 4" mounted on common steel frame on base plates (Capable of Discharging 440 IG.P.M against the required head of 65 ft: i/c installing of pumping set on cement concrete foundation Ratio: 1:2:4 with M.S nuts and bolts of 5/8" to be embedded in cement concrete foundation P/fixing M.C.U (Siemens made all accessories consisting ASD (Automatic Star Delta Starter) Circuit Breaker, MCCB, Overload Relay, Timer Relay, Push Buttons, Indicators & Internal Wiring). Providing internal Electric wiring from MCU to Electric Motor 3-7/0.44 PVC insulated wire 660 volts grade in 50.8 mm (2") PVC conduit on surface as required i/c providing and fixing earthing set with 0.6 m x 0.6 mm (2'x2'x 1/4") copper plate buried out in the ground at depth 3.7 m (12ft) as per PWD/ PHE specifications and testing pumping set against the required head, for 72 hours etc complete.(RA Attached)	2	Each	750,000.00	1,500,000
2	Supplying & Installing in position i/c transportation to site of work at dari Diesel Oil Engine 25 BHP (Golden Made)GD-1115 2200 RPM coupled with Golden non clogging Horizontal Semi Open Impeller Pump Type (GSWG-103 size 6"x 5" capable of discharging 440 IGPM against the head of 45' mounted on common steel frame installed in CC Foundation and testing for 72 hours etc complete.(RA Attached)	1	Each	257,000.00	257,000.00

**Total Rs 1,757,000**

**INTER CONNECTION**

S.No	Description	No	L	B	D	Qty	Amount
1	Providing Laying and fixing and trench ic fitting jointing and tesing etc complet and all respect the high density polythylene PE pipe (HDPE.100) for W/sconfirming iso 4427/Din 8074/8075 BS3580 & PSI 3051 (PHSI No F1 P.25) PN 10 6" dia	80	530.0	pft		80	42400
2	Supplying reflex valve heavy pattern (test pressure 21 kg/sq cm or 300 lbs/inch) (imported) (SMI.No.6 P-10) 6" dia	3	4062.5	each		3	12188
3	C.I Sluice valve heavy pattern (test pressure 21 kg/cm or 300 lbs inch sq) (imported) (SMI.NO.2 P-9) 6" dia	3	9360.0	each		3	28080.00
4	Butt fussion joint 6" dia	20	1000.0	pft		20	20000.00
5	Supplying C.I bend with flanged endswith holes including turning and facing of flanges of all sizes (SMI No.8 P-11) 6" dia Weight of CI flanged bend = 40.95 £s (PHSI No Bends P 57) Rate in cwt	1.33	6096.0	pcwt		1.33	8108
6	C.I Tee flanged ends with holes including turning and facing of tee 6"x6"x6" (SMI.No.8 P-11) Weight of CI flanged Tee = 52.50 £s (PHSI No Tees P 58) Rate in cwt	0.71	6096.0	pcwt		0.71	4328
7	C.I taper flat botomed or central tapered flanged end with holes including turning and facing of flanges for all size (SMI.No.9 P-11)						

Weight of CI flanged tapper 6" x 2 1/2"  
or 6" x 3" = 29.40 £s (PHSI No  
Reducers P 60) Rate in cwt

Qty		2.00	at Rs	6096.0	pcwt		Rs	12192
8	<b>CI Foot valve heavy pattern 6" dia</b>							
		3.00	at Rs	1381.3	each		Rs	4144
10	Jointing CI / MS flanged pipes and specials flanged and inside a trench including supplying rubber packing of the required thickness nuts bolts with washers etc and other tools required for jointing and testing the joints to the specified pressure etc complete (PHSI No 1d P 40) 6" dia							
Qty		26	at Rs	938.0	each		Rs	24388.00
11	<b>Flange Adopter 6" (NSI)</b>							
Qty		20	at Rs	2025.0	each		Rs	40500.00
12	providing fixing MS Pipe 3/16" thick 6" dia							
Qty		24	at Rs	749.34	ft		Rs	17984
13	providing fixing MS flange 6" dia 3/8" thick							
Qty		20	at Rs	804.77	ft		Rs	16095
						<b>Grand total</b>	Rs	<b>230407</b>

#### GENERAL ABSTRACT

1	<b>SURFACE DRAINS</b>	<b>5448245</b>
2	<b>CC Block</b>	<b>1910176</b>
3	<b>PVC Rising main</b>	<b>759231</b>
4	<b>Pumping Machinery</b>	<b>1757000</b>
5	<b>Inter connection</b>	<b>230407</b>

	<b>TOTAL</b>	<b>9874652</b>
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**Conditions**

- 1 The Work Shall have to be executed according to the PWD/PHE Specifications.
- 2 No premium on non schedule Items shall be paid to the contractor.
- 3 Any error & omission and description of Item of work will be governed with relevant Schedule of Rates
- 4 The Contractor shall have to bring the material to be used in the work from the quarries as mentioned in the estimate.

(Sabir Ali Shaikh)  
Executive Engineer  
Public Health Engineering Division  
Kashmore @ Kandhkot

# Construction of drainage scheme colony-I Guddu

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## **STANDARD FORM OF BIDDING DOCUMENT**

**FOR**

## **PROCUREMENT OF WORKS**

**(For Contracts (Small) amounting between Rs.2.5 million to Rs.50 million)**

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## **INSTRUCTIONS TO PROCURING AGENCIES**

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## **INSTRUCTIONS TO PROCURING AGENCIES**

**(Not to be included in Bidding Documents)**

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

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

**B. Contents of Documents As stated in Clause IB.4 of Instructions to Bidders, the complete Bidding Documents in addition to Invitation for Bids shall comprise items listed therein including any addendum to Bidding Documents issued in accordance with IB.6. The Standard Form of Bidding Documents (for Small Contracts) includes the following: 1. Instructions to Bidders & Bidding Data 2. Form of Bid & Schedules to Bid 3. Conditions of Contract & Contract Data 4. Standard Forms 5. Specifications 6. Drawings, if any In addition, Instructions to procuring agencies are also provided at various locations of this document within parenthesis or as a Note(s). Procuring agencies are expected to edit or finalise this document accordingly, by filling in all the relevant blank spaces and forms as per the scope of the work, deleting all notes and instructions intended to help the bidders. The procuring agency is required to prepare the following for completion of the Bidding Documents: (i) Invitation for Bids**

**Sindh Public Procurement Regulatory Authority | [www.pprasindh.gov.pk](http://www.pprasindh.gov.pk) (ii) Bidding Data (iii) Schedules to Bid (Samples) (iv) Schedule of Prices (Format) (v) Contract Data (vi) Specifications (vii) Drawings, if any The Procuring agency's attention is drawn to the following while**

**finalizing the Bidding Documents.**

**C. Notice Inviting Tender/ Invitation for Bids/ Request for Expression of Interest The –Notice Inviting Tender|| is meant for publication of tenders for calling bids in the newspapers and SPPRA Website. The blank spaces wherever shown are required to be filled by the Procuring Agency before issuance of Bidding Documents. The Procuring Agency may modify para 1 of Notice Inviting Tender as per its requirements. The notice should be published so as to give the interested bidders sufficient working period for preparation and submission of bids – not less than 15 days for National Competitive Bidding and 45 days for International Competitive Bidding (SPP Rule 18). 1. The eligible bidders are defined in IB.2; the text can be amended by the Procuring Agency as deemed appropriate.**

**2. The non-refundable fee for the sale of Bidding Documents should be nominal so as to cover printing/reproduction and mailing costs and to ensure that only bona-fide bidders shall apply (SPP Rule 20). 3. The amount of Bid Security should be a lump sum figure or a percentage, but not less than 1% and more than 5% of bid price and should be in accordance with IB.13.1**

**(SPP Rule 37). 4. If the venue of receipt of bids and the opening of bids is the same, the times for receipt and opening of bids are to be entered in last Para of the Notice Inviting Tender, otherwise indicate the name, address and exact location for the opening of bids. However the date for the receipt and the opening of bids shall be same (SPP Rule 41).**

**D. Instructions to Bidders These Instructions to Bidders will not be part of Contract and**

**will cease to have effect once the Contract is signed along with Bidding Data. The Instructions to Bidders can be used as given. Procuring agency may have to make changes under Bidding Data. The Procuring Agency's or Engineer's Representative, if any, shall exercise powers of the Engineer/Procuring Agency under and in connection with Clauses IB.5, IB.6, IB.16, etc. In**

**Sindh Public Procurement Regulatory Authority | [www.pprasindh.gov.pk](http://www.pprasindh.gov.pk) case an Engineer has been appointed by the Procuring Agency, the aforesaid clauses may be modified accordingly to specify the role of the Engineer by the Procuring Agency, otherwise the Engineer's reference wherever exist, except Sub-Clause 1.1.20 & Clause 15 of Conditions of Contract and Item 1.1.20 of Contract Data, shall be deleted.**

**E. Bidding Data The blank spaces wherever shown in Bidding Data are required to be filled by the Engineer/Procuring Agency before issuance of Bidding Documents. 1. Contents of IB.10.3 may be retained or modified by the Procuring Agency. 2. Procuring Agency should insert required experience in IB.11.2. 3. Referring to IB.14.1, the period of bid validity may range from 30 to 90 days depending upon the size and nature of the works. Number of days shall be filled in as per Procuring Agency's requirements. 4. Contents of IB.16.3 to IB.16.8 may be retained or modified by the Procuring Agency in accordance with its requirements.**

**F. Schedules to Bid Specimen of Schedules to Bid including format of Schedule of Prices are provided in this document. The Procuring Agency may add/delete/modify as per its requirement. The blank spaces wherever shown are required to be filled by the**

**Engineer/Procuring Agency before issuance of Bidding Documents except those required to be provided by the Contractor.**

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

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

Sindh Public Procurement Regulatory Authority | [www.pprasindh.gov.pk](http://www.pprasindh.gov.pk) 3. The sum insured for different insurances including minimum amount of third party insurance should be assessed by the Engineer/Procuring Agency and entered in Contract Data. Such insurance cover shall be carried out with Insurance Company having at least AA rating from PACRA / JCR in the favour of the procuring agency. 4. The time for completion of the whole of the

works should be assessed by the Engineer/Procuring Agency and entered in the Contract Data. 5. The Conditions of Contract contain no overall limit on the Contractor's liability. The amount of liquidated damages per day of delay shall be entered by the Engineer/Procuring Agency in Contract Data. Usually the liquidated damages are set between 0.05 percent and 0.10 percent per day and the maximum limit as 10 percent of contract price stated in the Letter of Acceptance. 6. Any amendment and/or additions to the Conditions of the Contract that are specific to a given Bid/Contract should be included by the Procuring agency. This may include but not be limited to the provisions regarding the following: a) Terms of Payment should be prepared and incorporated in Contract Data by the Engineer/Procuring Agency. b) The Engineer/Procuring Agency to make sure that all taxes and duties are included by the Bidders/Contractors in their prices.

I. Specifications To be prepared and incorporated by the Engineer/Procuring Agency

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

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**INVITATION FOR BIDS**

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**INVITATION FOR BIDS**

**Date:** \_\_\_\_\_

**Bid Reference No.:** \_\_\_\_\_ **1. The Procuring Agency, \_\_\_\_\_** *[enter name of the procuring agency]*, invites sealed bids from interested firms or persons licensed by the Pakistan Engineering Council in the *appropriate category( not required for works costing Rs 2.5 million or less) and/or duly pre-qualified(if pre-qualification is done for specific scheme/project)* with the Procuring Agency for the Works, \_\_\_\_\_*[enter title, type and financial volume of work]*, which will be completed in \_\_\_\_\_ *[enter appropriate time period]* days. **2. A complete set of Bidding Documents may be purchased by an interested eligible bidder on submission of a written application to the office given below and upon payment of a non-refundable fee of Rupees \_\_\_\_\_(Insert Amount). Bidders may acquire the Bidding Documents from the Office of the Procuring Agency, at\_\_\_\_\_ (Mailing Address). 3. All bids must be accompanied by a Bid Security in the amount of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) or \_\_\_\_\_percentage of bid price in the form of (pay order /**

*demand draft / bank guarantee) and must be delivered to \_\_\_\_\_ (Indicate Address and Exact Location) at or before \_\_\_\_\_ hours, on \_\_\_\_\_ (Date). Bids will be opened at \_\_\_\_\_ hours on the same day in the presence of bidders' representatives who choose to attend, at the same address [indicate the address if it differs]. [Note: 1. Procuring Agency to enter the requisite information in blank spaces. 2. The bid shall be opened within one hour after the deadline for submission of bids.]*

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## **INSTRUCTIONS**

### **TO BIDDERS**

**&**

### **BIDDING DATA**

**Notes on the Instructions to Bidders** This section of the bidding documents should provide the information necessary for bidders to prepare responsive bids, in accordance with the requirements of the Procuring Agency. It should also give information on bid submission, opening and evaluation, and on the award of contract. Matters governing the performance of the Contract or payments under the Contract, or matters affecting the risks, rights, and obligations of the parties under the Contract are not normally included in this Section, but rather in the appropriate sections of the *Conditions of Contract and/or Contract Data.*

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

**A. GENERAL**

**IB.1 Scope of Bid & Source of Funds**

**1.1 Scope of Bid** The Procuring Agency as defined in the Bidding Data (hereinafter called –the Procuring Agency||) wishes to receive Bids for the Works summarized in the Bidding Data (hereinafter referred to as –the Works||). Bidders must quote for the complete scope of work. Any Bid covering partial scope of work will be rejected as non-responsive.

**1.2 Source of Funds** The Procuring Agency has arranged funds from its own sources or *Federal/ Provincial /Donor agency or any other source, which may be indicated accordingly in bidding data*

towards the cost of the project/scheme.

**IB.2 Eligible Bidders 2.1 Bidding is open to all firms and persons meeting the following requirements: a) duly licensed by the Pakistan Engineering Council (PEC) in the appropriate category for value of works. Provided that the works costing Rs. 2.5 million or less shall not require any registration with PEC . b) duly pre-qualified with the Procuring Agency. (*Where required*). In the event that prequalification of potential bidders has been undertaken, only bids from prequalified bidders will be considered for award of Contract. c) if prequalification has not undertaken , the procuring agency may ask information and documents not limited to following:- (i) company profile; (ii) works of similar nature and size for each performed in last 3/5 years; (iii) construction equipments; (iv) qualification and experience of technical personnel and key site management;**

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**IB.3 Cost of Bidding 3.1 The bidder shall bear all costs associated with the preparation and submission of its bid and the Procuring Agency will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process (SPP Rules 24 & 25).**

## **B. BIDDING DOCUMENTS**

**IB.4 Contents of Bidding Documents 4.1 In addition to Invitation for Bids, the Bidding Documents are those stated below, and should be read in conjunction with any**

**Addendum issued in accordance with Sub-Clause IB.6.1. 1. Instructions to Bidders & Bidding Data 2. Form of Bid, Qualification Information & Schedules to Bid Schedules to Bid comprise the following: (i) Schedule A: Schedule of Prices/ Bill of Quantities (BoQ). (ii) Schedule B: Specific Works Data (iii) Schedule C: Works to be Performed by Subcontractors (iv) Schedule D: Proposed Programme of Works (v) Schedule E: Method of Performing Works (vi) Schedule F: Integrity Pact (works costing Rs 10 million and above) 3. Conditions of Contract & Contract Data 4. Standard Forms: (i) Form of Bid Security, (ii) Form of Performance Security; (iii) Form of Contract Agreement; (iv) Form of Bank Guarantee for Advance Payment. 5. Specifications 6. Drawings, if any**

**IB.5 Clarification of Bidding Documents 5.1 A prospective bidder requiring any clarification(s) in respect of the Bidding Documents may notify the Engineer/Procuring Agency at the Engineer's/ Procuring Agency's address indicated in the Bidding Data. 5.2 An interested bidder, who has obtained bidding documents, may request for clarification**

**Sindh Public Procurement Regulatory Authority | [www.pprasindh.gov.pk](http://www.pprasindh.gov.pk) of contents of bidding documents in writing and procuring agency shall respond to such queries in writing within three calendar days, provided they are received at least five calendar days prior to the date of opening of bid (SPP Rule 23-1).**

**; I**

**B.6 Amendment of Bidding Documents (SPP Rules 22(2) & 22). 6.1 At any time prior to the deadline for submission of Bids, the Procuring Agency may, for any reason, whether**

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

### **C. PREPARATION OF BIDS**

**IB.7 Language of Bid 7.1** All documents relating to the Bid shall be in the language specified in the Contract Data.

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

**IB.9 Sufficiency of Bid 9.1** Each bidder shall satisfy himself before Bidding as to the correctness and sufficiency of his Bid and of the premium on the rates of CSR / rates and prices quoted/entered in the Schedule of Prices, which rates and prices shall except in

**so far as it is otherwise expressly provided in the Contract, cover all his obligations under the Contract and all matters and things necessary for the proper completion of the works.**

**Sindh Public Procurement Regulatory Authority | [www.pprasindh.gov.pk](http://www.pprasindh.gov.pk) 9.2 The bidder is advised to obtain for himself at his own cost and responsibility all information that may be necessary for preparing the bid and entering into a Contract for execution of the Works.**

**IB.10 Bid Prices, Currency of Bid and Payment 10.1 The bidder shall fill up the Schedule of Prices (Schedule A to Bid) indicating the percentage above or below the Composite Schedule of Rates/unit rates and prices of the Works to be performed under the Contract. Prices in the Schedule of Prices/Bill of Quantities shall be quoted entirely in Pak Rupees keeping in view the instructions contained in the Preamble to Schedule of Prices. 10.2 Unless otherwise stipulated in the Conditions of Contract, prices quoted by the bidder shall remain fixed during the bidder's performance of the Contract and not subject to variation on any account. 10.3 The unit rates and prices in the Schedule of Prices or percentage above or below on the composite schedule of rates shall be quoted by the bidder in the currency as stipulated in Bidding Data. 10.4 Items for which no rate or price is entered by the Bidder will not be paid for by the Procuring Agency when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities.**

**IB.11 Documents Establishing Bidder's Eligibility and Qualifications 11.1 Pursuant to Clause IB.8, the bidder shall furnish, as part of its bid, documents establishing the**

**bidder's eligibility to bid and its qualifications to perform the Contract if its bid is accepted. 11.2 Bidder must possess and provide evidence of its capability and the experience as stipulated in Bidding Data and the Qualification Criteria mentioned in the Bidding Documents.**

**IB.12 Documents Establishing Works' Conformity to Bidding Documents 12.1 The documentary evidence of the Works' conformity to the Bidding Documents may be in the form of literature, drawings and data and the bidder shall furnish documentation as set out in Bidding Data. 12.2 The bidder shall note that standards for workmanship, material and equipment, and references to brand names or catalogue numbers, if any, designated by the Procuring Agency in the Technical Provisions are intended to be descriptive only and not restrictive.**

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**IB.13 Bid Security 13.1 Each bidder shall furnish, as part of his bid, at the option of the bidder, a Bid Security as percentage of bid price/estimated cost or in the amount stipulated in Bidding Data in Pak. Rupees in the form of *Deposit at Call/ Payee's Order or a Bank Guarantee* issued by a Scheduled Bank in Pakistan in favour of the Procuring Agency valid for a period up to twenty eight (28) days beyond the bid validity date (*Bid security should not be below***

***1%.and not exceeding 5% of bid price/estimated cost SPP Rule 37*). 13.2 Any bid not accompanied by an acceptable Bid Security shall be rejected by the Procuring Agency as non-responsive. 13.3 The bid securities of unsuccessful bidders will be returned upon**

award of contract to the successful bidder or on the expiry of validity of Bid Security whichever is earlier. 13.4 The Bid Security of the successful bidder will be returned when the bidder has furnished the required Performance Security, and signed the Contract Agreement (SPP Rule 37). 13.5 The Bid Security may be forfeited: (a) if a bidder withdraws his bid during the period of bid validity; or (b) if a bidder does not accept the correction of his Bid Price, pursuant to Sub-Clause 16.4 (b) hereof; or (c) in the case of a successful bidder, if he fails within the specified time limit to: (i) furnish the required Performance Security or (ii) sign the Contract Agreement.

**IB.14 Validity of Bids, Format, Signing and Submission of Bid** 14.1 Bids shall remain valid for the period stipulated in the Bidding Data after the date of bid opening. 14.2 In exceptional circumstances, Procuring Agency may request the bidders to extend the period of validity for a additional period but not exceeding 1/3 of the original period. The request and the bidders' responses shall be made in writing or by cable. A Bidder may refuse the request without forfeiting the Bid Security. A Bidder agreeing to the request will not be required or permitted to otherwise modify the Bid, but will be required to extend the validity of Bid Security for the period of the extension, and in compliance with IB.13 in all respects (SPP Rule 38). 14.3 All Schedules to Bid are to be properly completed and signed. 14.4 No alteration is to be made in the Form of Bid except in filling up the blanks as directed. If any alteration be made or if these instructions be not fully complied with, the bid may be rejected.

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

#### **D. SUBMISSION OF BID**

**IB.15 Deadline for Submission, Modification & Withdrawal of Bids** 15.1 Bids must be received by the Procuring Agency at the address/provided in Bidding Data not later than the time and date stipulated therein. 15.2 The inner and outer envelopes shall (a) be addressed to the Procuring Agency at the address provided in the Bidding Data; (b) bear the name and identification number of the Contract as defined in the Bidding and Contract Data; and (c) provide a warning not to open before the specified time and date for Bid opening as defined in the Bidding Data. (d) in addition to the identification required in 15.2, the inner envelopes shall indicate the name and address of the Bidder to enable the Bid to be returned unopened in case it is declared late. (e) If the outer envelope is not sealed and marked as above, the Procuring Agency will assume no

**responsibility for the misplacement or premature opening of the Bid. 15.3 Bids submitted through telegraph, telex, fax or e-mail shall not be considered. 15.4 Any bid received by the Procuring Agency after the deadline for submission prescribed in Bidding Data will be returned unopened to such bidder. 15.5 Any bidder may modify or withdraw his bid after bid submission provided that the modification or written notice of withdrawal is received by the Procuring Agency prior to the deadline for submission of bids. 15.6 Withdrawal of a bid during the interval between the deadline for submission of bids and the expiration of the period of bid validity specified in the Form of Bid may result in forfeiture of the Bid Security pursuant to IB.13.5 (a).**

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## **E. BID OPENING AND EVALUATION**

**IB.16 Bid Opening, Clarification and Evaluation (SPP Rules 41, 42 & 43) 16.1 The Procuring Agency will open the bids, in the presence of bidders' representatives who choose to attend, at the time, date and in the place specified in the Bidding Data. 16.2 The bidder's name, Bid Prices, any discount, the presence or absence of Bid Security, and such other details as the Procuring Agency at its discretion may consider appropriate, will be announced by the Procuring Agency at the bid opening. The Procuring Agency will record the minutes of the bid opening. Representatives of the bidders who choose to attend shall sign the attendance sheet. Any Bid Price or discount which is not read out and recorded at bid opening will not be taken into account in the evaluation of bid. 16.3 To assist in the examination, evaluation and comparison of Bids**

**the Engineer/Procuring Agency may, at its discretion, ask the bidder for a clarification of its Bid. The request for clarification and the response shall be in writing and no change in the price or substance of the Bid shall be sought, offered or permitted (SPP Rule 43). 16.4 (a) Prior to the detailed evaluation, pursuant to IB.16.7 to 16.9, the Engineer/Procuring Agency will determine the substantial responsiveness of each bid to the Bidding Documents. For purpose of these instructions, a substantially responsive bid is one which conforms to all the terms and conditions of the Bidding Documents without material deviations. It will include determining the requirements listed in Bidding Data. (b) Arithmetical errors will be rectified on the following basis: If there is a discrepancy between the unit price and total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between the words and figures the amount in words shall prevail. If there is a discrepancy between the Total Bid price entered in Form of Bid and the total shown in Schedule of Prices-Summary, the amount stated in the Form of Bid will be corrected by the Procuring Agency in accordance with the Corrected Schedule of Prices. If the bidder does not accept the corrected amount of Bid, his Bid will be rejected and his Bid Security forfeited. 16.5 A Bid determined as substantially non-responsive will be rejected and will not subsequently be made responsive by the bidder by correction of the non-conformity. 16.6 Any minor informality or non-conformity or irregularity in a Bid which does not constitute a material deviation (major deviation) may be waived by Procuring Agency,**

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

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

**(B) Minor Deviations Bids that offer deviations acceptable to the Procuring Agency and which can be assigned a monetary value may be considered substantially responsive at least as to the issue of fairness. This value would however be added as an adjustment for evaluation purposes only during the detailed evaluation process. 16.7 The Engineer/Procuring Agency will evaluate and compare only the bids previously determined to be substantially responsive pursuant to IB.16.4 to 16.6 as per requirements given hereunder. Bids will be evaluated for complete scope of works. The**

prices will be compared on the basis of the Evaluated Bid Price pursuant to IB.16.8 herein below.

**Technical Evaluation:** It will be examined in detail whether the works offered by the bidder complies with the Technical Provisions of the Bidding Documents. For this purpose, the bidder's data submitted with the bid in Schedule B to Bid will be compared with technical features/criteria of the works detailed in the Technical Provisions. Other technical information submitted with the bid regarding the Scope of Work will also be reviewed. **16.8 Evaluated Bid Price** In evaluating the bids, the Engineer/Procuring Agency will determine for each bid in addition to the Bid Price, the following factors (adjustments) in the manner and to the extent indicated below to determine the Evaluated Bid Price: (i) making any correction for arithmetic errors pursuant to IB.16.4 hereof.

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**IB.17 Process to be Confidential** **17.1** Subject to IB.16.3 heretofore, no bidder shall contact Engineer/Procuring Agency on any matter relating to its Bid from the time of the Bid opening to the time the bid evaluation result is announced by the Procuring Agency. The evaluation result shall be announced at least seven (07) days prior to award of Contract (SPP Rule 45). The announcement to all bidders will include table(s)

comprising read out prices, discounted prices, price adjustments made, final evaluated prices and recommendations against all the bids evaluated. 17.2 Any effort by a bidder to influence Engineer/Procuring Agency in the Bid evaluation, Bid comparison or Contract Award decisions may result in the rejection of his Bid. Whereas any bidder feeling aggrieved, may lodge a written complaint to Complaint Redressal Committee as per terms and conditions mentioned in SPP Rules 31 & 32. However, mere fact of lodging a complaint shall not warrant suspension of procurement process. 17.3 Bidders may be excluded if involved in “Corrupt and Fraudulent Practices” means either one or any combination of the practices given below SPP Rule 2(q); (i) —Coercive Practice|| means any impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence the actions of a party to achieve a wrongful gain or to cause a wrongful loss to another party; (ii) —Collusive Practice|| means any arrangement between two or more parties to the procurement process or contract execution, designed to achieve with or without the knowledge of the procuring agency to establish prices at artificial, noncompetitive levels for any wrongful gain; (iii) “Corrupt Practice” means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful gain; (iv) —Fraudulent Practice” means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation; (v) “Obstructive Practice” means harming or threatening to harm, directly or indirectly, persons or

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

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## **F. AWARD OF CONTRACT**

**IB.18. Post Qualification 18.1** The Procuring Agency, at any stage of the bid evaluation, having credible reasons for or *prima facie* evidence of any defect in contractor's capacities, may require the contractors to provide information concerning their professional, technical, financial, legal or managerial competence whether already pre-qualified or not: Provided, that such qualification shall only be laid down after recording reasons therefore in writing. They shall form part of the records of that bid evaluation report. **18.2** The determination will take into account the bidder's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the bidders' qualifications submitted under B.11, as well as such other information required in the Bidding Documents.

**IB.19 Award Criteria & Procuring Agency's Right 19.1** Subject to IB.19.2, the Procuring

**Agency will award the Contract to the bidder whose bid has been determined to be substantially responsive to the Bidding Documents and who has offered the lowest evaluated Bid Price, provided that such bidder has been determined to be qualified to satisfactorily perform the Contract in accordance with the provisions of the IB.18. 19.2 Notwithstanding IB.19.1, the Procuring Agency reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of Contract, without thereby incurring any liability to the affected bidders or any obligation to inform the affected bidders of the grounds for the Procuring Agency's action except that the grounds for its rejection of all bids shall upon request be communicated, to any bidder who submitted a bid, without justification of the grounds. Notice of the rejection of all the bids shall be given promptly to all the bidders (SPP Rule 25).**

**IB.20 Notification of Award & Signing of Contract Agreement 20.1 Prior to expiration of the period of bid validity prescribed by the Procuring Agency, the Procuring Agency will notify the successful bidder in writing (–Letter of Acceptance||) that his bid has been accepted (SPP Rule 49). 20.2 Within seven (07) days from the date of furnishing of acceptable Performance Security under the Conditions of Contract, the Procuring Agency will send the successful bidder the Form of Contract Agreement provided in the Bidding Documents, incorporating all agreements between the parties. 20.3 The formal Agreement between the Procuring Agency and the successful bidder duly stamped at rate of ----% of bid price(updated from time to time) stated in Letter of Acceptance shall**

**be executed within seven (07) days of the receipt of Form of Contract Agreement by the successful bidder from the Procuring Agency.**

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**IB.21 Performance Security 21.1** The successful bidder shall furnish to the Procuring Agency a Performance Security in the form and the amount stipulated in the Conditions of Contract within a period of fourteen (14) days after the receipt of Letter of Acceptance (SPP 39). **21.2** Failure of the successful bidder to comply with the requirements of Sub-Clauses IB.20.2 & 20.3 or 21.1 or Clause IB.22 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security.

**21.3 Publication of Award of Contract:** within seven days of the award of contract, the procuring shall publish on the website of the authority and on its own website, if such a website exists, the results of the bidding process, identifying the bid through procurement identifying Number if any and the following information:

- (1) Evaluation Report;**
- (2) Form of Contract and letter of Award;**
- (3) Bill of Quantities or Schedule of Requirements. (SPP Rule 50)**

**IB.22 Integrity Pact** The Bidder shall sign and stamp the Form of Integrity Pact provided at Schedule-F to Bid in the Bidding Document for all Sindh Government procurement

**contracts exceeding Rupees ten (10) million. Failure to provide such Integrity Pact shall make the bid nonresponsive (SPP Rule 89).**

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

**Instructions to Bidders**

**Clause Reference 1.1 Name of Procuring Agency**

\_\_\_\_\_ *(Insert name of the Procuring Agency)*

**Brief Description of Works** \_\_\_\_\_

\_\_\_\_\_ **5.1 (a) Procuring Agency's address:**

\_\_\_\_\_ *(Insert address of the Procuring Agency with telex/fax)* **(b) Engineer's address:**

\_\_\_\_\_ *(Insert name and address of the Engineer, if any, with telex/fax.)* **10.3 Bid shall be quoted entirely in Pak. Rupees. The payment shall be made in Pak. Rupees. 11.2 The bidder has the financial, technical and constructional capability necessary to perform the Contract as follows: *(Insert required capabilities and documents)***

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

Sindh Public Procurement Regulatory Authority | [www.pprasindh.gov.pk](http://www.pprasindh.gov.pk)      **12.1 (a) A detailed description of the Works, essential technical and performance characteristics. (b) Complete set of technical information, description data, literature and drawings as required in accordance with Schedule B to Bid, Specific Works Data. This will include but not be limited to a sufficient number of drawings, photographs, catalogues, illustrations and such other information as is necessary to illustrate clearly the significant characteristics such as general construction dimensions and other relevant information about the works to be performed. 13.1 Amount of Bid Security**

\_\_\_\_\_ (Fill in lump sum amount or in %  
\_\_\_\_\_ age of bid amount /estimated cost, but not below 1%  
\_\_\_\_\_ and not exceeding 5%) **14.1 Period of Bid Validity**

\_\_\_\_\_  
\_\_\_\_\_ (Fill in "number of days" not exceeding 90) **14.4 Number of Copies of the Bid to be**

submitted: One original plus \_\_\_\_\_ copies. 14.6 (a) Procuring Agency's Address for the Purpose of Bid Submission \_\_\_\_\_

\_\_\_\_\_ (insert postal address or location of bid box for delivery by hand) 15.1 Deadline for Submission of Bids Time: \_\_\_\_\_ AM/PM on \_\_\_\_\_. 16.1 Venue, Time, and Date of Bid Opening Venue: \_\_\_\_\_ Time: \_\_\_\_\_ Date: \_\_\_\_\_ 16.4 Responsiveness of Bids

(i) Bid is valid till required period,

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## FORM OF BID AND SCHEDULES TO BID

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**FORM OF BID (LETTER OF OFFER) Bid Reference No. \_\_\_\_\_**

**(Name of Works) To: \_\_\_\_\_**

\_\_\_\_\_ **Gentlemen, 1. Having examined the Bidding Documents including Instructions to Bidders, Bidding Data, Conditions of Contract, Contract Data, Specifications, Drawings, if any, Schedule of Prices and Addenda Nos.**

\_\_\_\_\_ **for the execution of the above-named works, we, the undersigned, being a company doing business under the name of and address**

\_\_\_\_\_ **and being duly incorporated under the laws of Pakistan hereby offer to execute and complete such works and remedy any defects therein in conformity with the said Documents including Addenda thereto for the Total Bid Price of Rs \_\_\_\_\_ (Rupees \_\_\_\_\_) or such other sum as may be ascertained in accordance with the said Documents. 2. We understand that all the Schedules attached hereto form part of this Bid. 3. As security for due performance of the undertakings and obligations of this Bid, we submit herewith a Bid Security in the amount of \_\_\_\_\_ drawn in your favour or made payable to you and valid for a period of twenty eight (28) days beyond the period of validity of Bid. 4. We undertake, if our Bid is accepted, to commence the Works and to deliver and complete the Works comprised in the Contract within the time(s) stated in Contract Data. 5. We agree to abide by this Bid for the period of \_\_\_\_ days from the date fixed for receiving the same and it shall remain binding upon us and may be accepted at**

any time before the expiration of that period. 6. Unless and until a formal Agreement is prepared and executed, this Bid, together with your written acceptance thereof, shall constitute a binding contract between us. 7. We undertake, if our Bid is accepted, to execute the Performance Security

Sindh Public Procurement Regulatory Authority | [www.pprasindh.gov.pk](http://www.pprasindh.gov.pk) referred to in Conditions of Contract for the due performance of the Contract. 8. We understand that you are not bound to accept the lowest or any bid you may receive. 9. We do hereby declare that the Bid is made without any collusion, comparison of figures or arrangement with any other person or persons making a bid for the Works. Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20 Signature \_\_\_\_\_ in the capacity of \_\_\_\_\_ duly authorized to sign bid for and on behalf of \_\_\_\_\_

*(Name of Bidder in Block Capitals)*

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

\_\_\_\_\_

Witness:

(Signature) \_\_\_\_\_

Name: \_\_\_\_\_

Address:

\_\_\_\_\_

\_\_\_\_\_

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**[SCHEDULES TO BID INCLUDE THE FOLLOWING:**

- Σχηδουλε Α το Βιδ: Σχηδουλε οφ Πριχεσ
- Σχηδουλε Β το Βιδ: Σπεχιφιχ Ωορκσ Δατα
- Σχηδουλε Χ το Βιδ: Ωορκσ το βε Περφορμεδ βψ Συβχοντραχτορσ
- Σχηδουλε Δ το Βιδ: Προποσεδ Προγραμ οφ Ωορκσ
- Σχηδουλε Ε το Βιδ: Μετηοδ οφ Περφορμινγ Ωορκσ
- Σχηδουλε Φ το Βιδ: Ιντεγριτυ Παχτ]

Σινδη Πυβλιχ Προχυρεμεντ Ρεγυλατορψ Αυτηοριτυ | ωωω.ππρασινδη.γοσ.πκ

## ΣΧΗΕΔΥΛΕ - A TO BID

### SCHEDULE OF PRICES

Sr. No. Page No. 1. Preamble to Schedule of Prices..... 24 2. Schedule of Prices..... 26 \*(a) Summary of Bid Prices \* (b) Detailed Schedule of Prices /Bill of Quantities (BOQ) \* *[To be prepared by the Engineer/Procuring Agency]*

### SCHEDULE - A TO BID

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### PREAMBLE TO SCHEDULE OF PRICES

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

**2. Description 2.1** The general directions and descriptions of works and materials are not necessarily repeated nor summarized in the Schedule of Prices. References to the

relevant sections of the Bidding Documents shall be made before entering prices against each item in the Schedule of Prices.

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

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

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

#### **SCHEDULE - A TO BID**

Sindh Public Procurement Regulatory Authority | [www.pprasindh.gov.pk](http://www.pprasindh.gov.pk) no items are provided, the cost shall be deemed to be distributed among the rates and prices entered for the related items of the Works and no separate payment will be made for those items. The rates, prices and

amounts shall be entered against each item in the Schedule of Prices. Any item against which no rate or price is entered by the bidder will not be paid for by the Procuring Agency when executed and shall be deemed covered by the rates and prices for other items in the Schedule of Prices. 4.5 (a) The bidder shall be deemed to have obtained all information as to and all requirements related thereto which may affect the bid price.

\*(b) The Contractor shall be responsible to make complete arrangements for the transportation of the Plant to the Site.

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

5. Bid Prices 5.1 Break-up of Bid Prices The various elements of Bid Prices shall be quoted as detailed by the Procuring Agency in the format of Schedule of Prices. The bidder shall recognize such elements of the costs which he expects to incur the performance of the Works and shall include all such costs in the rates and amounts entered in the Schedule of Prices. 5.2 Total Bid Price The total of bid prices in the Schedule of Prices shall be entered in the Summary of Bid Prices.

6. Provisional Sums and Day work 6.1 Provisional Sums included and so designated in the Schedule of Prices if any, shall be expended in whole or in part at the direction and discretion of the Engineer/Procuring Agency. The Contractor will only receive payment

**in respect of Provisional Sums, if he has been instructed by the Engineer/Procuring Agency to utilize such sums. 6.2 Day work rates in the contractor's bid are to be used for small additional amounts of work and only when the Engineer have given written instructions in advance for additional work to be paid for in that way.**

### **SCHEDULE - A TO BID**

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

**Bill**

**No.**

**Description Total Amount (Rs) 1. 2 3 4 5 1. 2. 3. 4. 1. 2. 3. 4. 5. 6.**

**(A) Building Work Civil works Internal sanitary and water supply Electrification  
External Development works Miscellaneous Items**

**(B) Road Work. Earthwork Hard Crust and Surface Treatment Culverts and Bridges  
Miscellaneous Items (C) Public Health Engineering Works. Earthwork Subsurface Drains  
Pipe Laying and Man holes Tube wells, Pump houses Compound wall Miscellaneous  
Items Total Bid Price (The amount to be entered in Paragraph 1 of the Form of Bid) (In  
words).**

### **SCHEDULE - A TO BID**

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### **SCHEDULE OF PRICES**

**Item**

No.

Description Quantity Unit Rate(Rs) Total Amount (Rs) 1. 2. 3. 1. 2. 3. 1. 2. 3. 1. 2. 3. 1. 2. 3.

I. (Civil works)

II. Internal sanitary and water supply.

III. Electrification.

IV. External Development works.

V. Miscellaneous Items Total (*to be carried to Summary of Bid Price*)

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

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**SCHEDULE - B TO BID**

**\*SPECIFIC WORKS DATA**

*(To be prepared and incorporated by the Procuring Agency)*

*\*(Note: The Procuring Agency shall spell out the information & data required to be filled out*

*by the bidder and to furnish complementary information).*

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**SCHEDULE - C TO BID**

**WORKS TO BE PERFORMED BY SUBCONTRACTORS\*** The bidder will do the work with his own forces except the work listed below which he intends to sub-contract. Items of Works Name and address of Statement of similar to be Sub-Contracted Sub-Contractors works previously executed. (*attach evidence*)

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

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## **SCHEDULE – D TO BID**

**PROPOSED PROGRAMME OF WORKS** Bidder shall provide a programme in a bar-chart or Program Evaluation and Review Technique (PERT) or Critical Path Method (CPM) showing the sequence of work items by which he proposes to complete the works of the entire Contract. The programme should indicate the sequence of work items and the period of time during which he proposes to complete the works including the activities

**like designing, schedule of submittal of drawings, ordering and procurement of materials, manufacturing, delivering, construction of civil works, erection, testing and commissioning of works to be supplied under the Contract.**

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## **SCHEDULE – E TO BID**

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

- Τη σεθενχε ανδ μετηοδσ ιν ωηιχη ηε προποσεσ το χαρρησ ουτ τηε Ωορκσ, ινχλυδιγγ τηε νυμβερ οφ σηιφτσ περ δαψ ανδ ηουρσ περ σηιφτ, ηε εξπεχτσ το ωορκ.
- Α λιστ οφ αλλ μαφορ ιτεμσ οφ χονστρυχτιον ανδ πλαντ ερεχτιον, τοολσ ανδ πεηιχλεσ προποσεδ το βε υσεδ ιν δελιπεριγγ/χαρρησιγγ ουτ τηε ωορκσ ατ σιτε.
- Τηε προχεδυρε φορ ινσταλλατιον οφ εθυιπμεντ ανδ τρανσπορτατιον οφ εθυιπμεντ ανδ ματεριαλσ το τηε σιτε.
- Οργανισατιον χηαρτ ινδιχατιγγ ηεαδ οφφιχε & φιελδ οφφιχε περσοννελ ινπολπεδ ιν μαναγεμεντ, συπερπισιον ανδ ενγινεεριγγ οφ τηε Ωορκσ το βε δονε υνδερ τηε Χοντραχτ.

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## **ΣΧΗΔΥΛΕ – F TO BID**

### **(INTEGRITY PACT)**

**DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC  
PAYABLE BY CONTRACTORS**

**(FOR CONTRACTS WORTH RS. 10.00 MILLION OR MORE)**

**Contract No. \_\_\_\_\_ Dated \_\_\_\_\_**

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

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

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

**Without limiting the generality of the foregoing, [name of Contractor] represents and warrants that it has fully declared the brokerage, commission, fees etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or**

**inducing**

**the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from, from Procuring Agency (PA) except that which has been expressly declared pursuant hereto.**

**[name of Contractor] accepts full responsibility and strict liability that it has made and will**

**make full disclosure of all agreements and arrangements with all persons in respect of or**

**related to the transaction with PA and has not taken any action or will not take any action to**

**circumvent the above declaration, representation or warranty.**

**[name of Contractor] accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to**

**defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other rights and remedies available to PA under any**

**law, contract or other instrument, be voidable at the option of PA.**

**Notwithstanding any rights and remedies exercised by PA in this regard, [name of**

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

.....

**[Procuring Agency] [Contractor]**

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## **CONDITIONS OF CONTRACT**

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## CONDITIONS OF CONTRACT

**1. GENERAL PROVISIONS 1.1 Definitions** In the Contract as defined below, the words and expressions defined shall have the following meanings assigned to them, except where the context requires otherwise:

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

**–Drawings||** means the Procuring Agency’s drawings of the Works as listed in the Contract Data, and any Variation to such drawings.

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

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

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

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**Other Definitions 1.1.11 –Contractor’s Equipment||** means all machinery, apparatus and other things required for the execution of the Works but does not include Materials or Plant intended to form part of the Works. **1.1.12 –Country||** means the Islamic Republic

of Pakistan. **1.1.13 –Procuring Agency’s Risks**|| means those matters listed in Sub-Clause 6.1. **1.1.14 –Force Majeure**|| means an event or circumstance which makes performance of a Party’s obligations illegal or impracticable and which is beyond that Party’s reasonable control. **1.1.15 \_Materials**|| means things of all kinds (other than Plant) to be supplied and incorporated in the Works by the Contractor. **1.1.16 –Plant**|| means the machinery and apparatus intended to form or forming part of the Works. **1.1.17 –Site**|| means the places provided by the Procuring Agency where the Works are to be executed, and any other places specified in the Contract as forming part of the Site. **1.1.18 –Variation**|| means a change which is instructed by the Engineer/Procuring Agency under Sub-Clause 10.1. **1.1.19 \_Works**|| means any or all the works whether Supply, Installation, Construction etc. and design (if any) to be performed by the Contractor including temporary works and any variation thereof. **1.1.20 –Engineer**|| means the person notified by the Procuring Agency to act as Engineer for the purpose of the Contract and named as such in Contract Data. **1.2 Interpretation** Words importing persons or parties shall include firms and organisations. Words importing singular or one gender shall include plural or the other gender where the context requires. **1.3 Priority of Documents** The documents forming the Contract are to be taken as mutually explanatory of one another. If an ambiguity or discrepancy is found in the documents, the priority of the documents shall be in accordance with the order as listed in the Contract Data.

relevant Law of Islamic Republic of Pakistan. **1.5 Communications** All Communications related to the Contract shall be in English language. **1.6 Statutory Obligations** The Contractor shall comply with the Laws of Islamic Republic of Pakistan and shall give all notices and pay all fees and other charges in respect of the Works.

**2. THE PROCURING AGENCY** **2.1 Provision of Site** The Procuring Agency shall provide the Site and right of access thereto at the times stated in the Contract Data.

Site Investigation Reports are those that were included in the bidding documents and are factual and interpretative reports about the surface and subsurface conditions at the Site. **2.2 Permits etc.** The Procuring Agency shall, if requested by the Contractor, assist him in applying for permits, licences or approvals which are required for the Works.

**2.3 Engineer's/Procuring Agency's Instructions** The Contractor shall comply with all instructions given by the Procuring Agency or the Engineer, if notified by the Procuring Agency, in respect of the Works including the suspension of all or part of the works. **2.4 Approvals** No approval or consent or absence of comment by the Engineer/Procuring Agency shall affect the Contractor's obligations.

**3. ENGINEER'S/PROCURING AGENCY'S REPRESENTATIVES** **3.1 Authorised Person** The Procuring Agency shall appoint a duly authorized person to act for him and on his behalf for the purposes of this Contract. Such authorized person shall be duly identified in the Contract Data or otherwise notified in writing to the Contractor as soon as he is so appointed. In either case the Procuring Agency shall notify the Contractor, in writing, the precise scope of the authority of such authorized person at the time of his

**appointment.**

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

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

**4. THE CONTRACTOR**

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

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

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

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

validity specified in Contract Data.

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

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

**6. PROCURING AGENCY'S RISKS**  
**6.1 The Procuring Agency's Risks** The Procuring Agency's Risks are:- a) war, hostilities (whether war be declared or not), invasion, act of foreign enemies, within the Country; b) rebellion, terrorism, revolution, insurrection, military or usurped power, or civil war, within the Country; c) riot, commotion or

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

Sindh Public Procurement Regulatory Authority | [www.pprasindh.gov.pk](http://www.pprasindh.gov.pk) i) physical obstructions or physical conditions other than climatic conditions, encountered on the Site during the performance of the Works, for which the Contractor immediately notified to the Procuring Agency and accepted by the Procuring Agency.

**7. TIME FOR COMPLETION**  
**7.1 Execution of the Works** The Contractor shall commence the Works on the Commencement Date and shall proceed expeditiously and without delay and shall complete the Works, subject to Sub-Clause 7.3 below, within the Time for Completion.  
**7.2 Programme** Within the time stated in the Contract Data, the

**Contractor shall submit to the Engineer/Procuring Agency a programme for the Works in the form stated in the Contract Data. 7.3 Extension of Time The Contractor shall, within such time as may be reasonable under the circumstances, notify the Procuring Agency/Engineer of any event(s) falling within the scope of Sub-Clause 6.1 or 10.3 of these Conditions of Contract and request the Procuring Agency/Engineer for a reasonable extension in the time for the completion of works. Subject to the aforesaid, the Procuring Agency/Engineer shall determine such reasonable extension in the time for the completion of works as may be justified in the light of the details/particulars supplied by the Contractor in connection with the such determination by the Procuring Agency/Engineer within such period as may be prescribed by the Procuring Agency/Engineer for the same; and the Procuring Agency may extend the time for completion as determined. 7.4 Late Completion If the Contractor fails to complete the Works within the Time for Completion, the Contractor's only liability to the Procuring Agency for such failure shall be to pay the amount as liquidity damages stated in the Contract Data for each day for which he fails to complete the Works. 8. TAKING-OVER 8.1 Completion The Contractor may notify the Engineer/Procuring Agency when he considers that the Works are complete.**

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**8.2 Taking-Over Notice Within fourteen (14) days of the receipt of the said notice of completion from the Contractor the Procuring Agency/Engineer shall either takeover the completed works and issue a Certificate of Completion to that effect or shall notify the Contractor his reasons for not**

taking-over the works. While issuing the Certificate of Completion as aforesaid, the Procuring Agency/Engineer may identify any outstanding items of work which the Contractor shall undertake during the Maintenance Period.

**9. REMEDYING DEFECTS** 9.1 Remedying Defects The Contractor shall for a period stated in the Contract Data from the date of issue of the Certificate of Completion carry out, at no cost to the Procuring Agency, repair and rectification work which is necessitated by the earlier execution of poor quality of work or use of below specifications material in the execution of Works and which is so identified by the Procuring Agency/Engineer in writing within the said period. Upon expiry of the said period, and subject to the Contractor's faithfully performing his aforesaid obligations, the Procuring Agency/Engineer shall issue a Maintenance Certificate whereupon all obligations of the Contractor under this Contract shall come to an end. Failure to remedy any such defects or complete outstanding work within a reasonable time shall entitle the Procuring Agency to carry out all necessary works at the Contractor's cost. However, the cost of remedying defects not attributable to the Contractor shall be valued as a Variation. 9.2 Uncovering and Testing The Engineer/Procuring Agency may give instruction as to the uncovering and/or testing of any work. Unless as a result of an uncovering and/or testing it is established that the Contractor's design, materials, plant or workmanship are not in accordance with the Contract, the Contractor shall be paid for such uncovering and/or testing as a Variation in accordance with Sub-Clause 10.2.

**10. VARIATIONS AND CLAIMS** 10.1 Right to Vary The Procuring Agency/Engineer may

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

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

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

**Engineer with a detailed cost breakdown of any rate in the Bill of Quantities. 10.4 Early Warning The Contractor shall notify the Engineer/Procuring Agency in writing as soon as he is aware of any circumstance which may delay or disrupt the Works, or which may give rise to a claim for additional payment. To the extent of the Contractor's failure to notify, which results to the Engineer/Procuring Agency being unable to keep all relevant records or not taking steps to minimise any delay, disruption, or Cost, or the value of any Variation, the Contractor's entitlement to extension of the Time for Completion or additional payment shall be reduced/rejected. 10.5 Valuation of Claims If the Contractor incurs Cost as a result of any of the Procuring Agency's Risks, the Contractor shall be entitled to the amount of such Cost. If as a result of any**

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**11. CONTRACT PRICE AND PAYMENT 11.1 (a) Terms of Payments The amount due to the Contractor under any Interim Payment Certificate issued by the Engineer pursuant to**

**this Clause, or to any other terms of the Contract, shall , subject to Clause 11.3, be paid by the Procuring Agency to the Contractor within 30 days after such Interim Payment Certificate has been jointly verified by Procuring Agency and Contractor, or, in the case of the Final Certificate referred to in Sub Clause 11.5, within 60days after such Final Payment Certificate has been jointly verified by Procuring Agency and Contractor; Provided that the Interim Payment shall be caused in thirty (30) days and Final Payment in 60 days in case of foreign funded project. In the event of the failure of the Procuring Agency to make payment within 90 days then Procuring Agency shall pay to the Contractor compensation at the 28 days rate of KIBOR+2% per annum in local currency and LIBOR+1% for foreign currency, upon all sums unpaid from the date by which the same should have been paid. (b) Valuation of the Works The Works shall be valued as provided for in the Contract Data, subject to Clause 10. 11.2 Monthly Statements The Contractor shall be entitled to be paid at monthly intervals: a) the value of the Works executed less to the cumulative amount paid previously; and b) value of secured advance on the materials and valuation of variations (if any). The Contractor shall submit each month to the Engineer/Procuring Agency a statement showing the amounts to which he considers himself entitled.**

**Sindh Public Procurement Regulatory Authority | [www.pprasindh.gov.pk](http://www.pprasindh.gov.pk) 11.3 Interim Payments Within a period not exceeding seven (07) days from the date of submission of a statement for interim payment by the Contractor, the Engineer shall verify the same and within a period not exceeding thirty (30/60) days from the said date of submission by the Contractor, the**

**Procuring Agency shall pay to the Contractor the sum subject to adjustment for deduction of the advance payments and retention money. 11.4 Retention Retention money shall be paid by the Procuring Agency to the Contractor within fourteen (14) days after either the expiry of the period stated in the Contract Data, or the remedying of notified defects, or the completion of outstanding work, all as referred to in Sub-Clause 9.1, whichever is the later. 11.5 Final Payment Within twenty one (21) days from the date of issuance of the Maintenance Certificate the Contractor shall submit a final account to the Engineer to verify and the Engineer shall verify the same within fourteen (14) days from the date of submission and forward the same to the Procuring Agency together with any documentation reasonably required to enable the Procuring Agency to ascertain the final contract value. Within sixty (60) days from the date of receipt of the verified final account from the Engineer, the Procuring Agency shall pay to the Contractor any amount due to the Contractor. While making such payment the Procuring Agency may, for reasons to be given to the Contractor in writing, withhold any part or parts of the verified amount. 11.6 Currency Payment shall be in the currency stated in the Contract Data.**

**12. DEFAULT 12.1 Defaults by Contractor If the Contractor abandons the Works, refuses or fails to comply with a valid instruction of the Engineer/Procuring Agency or fails to proceed expeditiously and without delay, or is, despite a written complaint, in breach of the Contract, the Procuring Agency may give notice referring to this Sub-Clause and stating the default. If the Contractor has not taken all practicable steps to remedy the**

default within fourteen (14) days after receipt of the Procuring Agency's notice, the Procuring Agency may by a second notice given within a further twenty one (21) days, terminate the Contract. The Contractor shall then demobilize from the Site leaving behind any Contractor's Equipment which the Procuring Agency instructs, in the second notice, to be used for the completion of the Works at the risk and cost of the Contractor.

Sindh Public Procurement Regulatory Authority | [www.pprasindh.gov.pk](http://www.pprasindh.gov.pk)      **12.2 Defaults by Procuring Agency** If the Procuring Agency fails to pay in accordance with the Contract, or is, despite a written complaint, in breach of the Contract, the Contractor may give notice referring to this Sub-Clause and stating the default. If the default is not remedied within fourteen (14) days after the Procuring Agency's receipt of this notice, the Contractor may suspend the execution of all or parts of the Works. If the default is not remedied within twenty eight (28) days after the Procuring Agency's receipt of the Contractor's notice, the Contractor may by a second notice given within a further twenty one (21) days, terminate the Contract. The Contractor shall then demobilise from the Site. **12.3 Insolvency** If a Party is declared insolvent under any applicable law, the other Party may by notice terminate the Contract immediately. The Contractor shall then demobilise from the site leaving behind, in the case of the Contractor's insolvency, any Contractor's Equipment which the Procuring Agency instructs in the notice is to be used for the completion of the Works. **12.4 Payment upon Termination** After termination, the Contractor shall be entitled to payment of the unpaid balance of the value of the works executed and of the Materials and Plant reasonably delivered to the site, adjusted by the

following: a) any sums to which the Contractor is entitled under Sub-Clause 10.4, b) any sums to which the Procuring Agency is entitled, c) if the Procuring Agency has terminated under Sub-Clause 12.1 or 12.3, the Procuring Agency shall be entitled to a sum equivalent to twenty percent (20%) of the value of parts of the Works not executed at the date of the termination, and d) if the Contractor has terminated under Sub-Clause 12.2 or 12.3, the Contractor shall be entitled to the cost of his demobilisation together with a sum equivalent to ten percent (10%) of the value of parts of the works not executed at the date of termination. The net balance due shall be paid or repaid within twenty eight (28) days of the notice of termination.

**13. RISKS AND RESPONSIBILITIES 13.1 Contractor's Care of the Works Subject to Sub-Clause 9.1, the Contractor shall take full responsibility for the care**

**Sindh Public Procurement Regulatory Authority | [www.pprasindh.gov.pk](http://www.pprasindh.gov.pk) of the Works from the Commencement Date until the date of the Procuring Agency's/Engineer's issuance of Certificate of Completion under Sub-Clause 8.2. Responsibility shall then pass to the Procuring Agency. If any loss or damage happens to the Works during the above period, the Contractor shall rectify such loss or damage so that the Works conform with the Contract. Unless the loss or damage happens as a result of any of the Procuring Agency's Risks, the Contractor shall indemnify the Procuring Agency, or his agents against all claims loss, damage and expense arising out of the Works. 13.2 Force Majeure If Force Majeure occurs, the Contractor shall notify the Engineer/Procuring Agency immediately. If necessary, the Contractor may suspend the execution of the Works and,**

to the extent agreed with the Procuring Agency demobilize the Contractor's Equipment. If the event continues for a period of eighty four (84) days, either Party may then give notice of termination which shall take effect twenty eight (28) days after the giving of the notice. After termination, the Contractor shall be entitled to payment of the unpaid balance of the value of the Works executed and of the Materials and Plant reasonably delivered to the Site, adjusted by the following: a) any sums to which the Contractor is entitled under Sub-Clause 10.4, b) the cost of his demobilization, and c) less any sums to which the Procuring Agency is entitled. The net balance due shall be paid or repaid within thirty five (35) days of the notice of termination.

**14. INSURANCE** 14.1 Arrangements The Contractor shall, prior to commencing the Works, effect insurances of the types, in the amounts and naming as insured the persons stipulated in the Contract Data except for items (a) to (e) and (i) of the Procuring Agency's Risks under SubClause 6.1. The policies shall be issued by insurers and in terms approved by the Procuring Agency. The Contractor shall provide the Engineer/Procuring Agency with evidence that any required policy is in force and that the premiums have been paid. 14.2 Default If the Contractor fails to effect or keep in force any of the insurances referred to in the previous Sub-Clause, or fails to provide satisfactory evidence, policies or receipts, the Procuring Agency may, without prejudice to any other right or

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in percentage given in Contractor Data from any other amounts due to the Contractor.

**15. RESOLUTION OF DISPUTES**

**15.1 Engineer's Decision** If a dispute of any kind whatsoever arises between the Procuring Agency and the Contractor in connection with the works, the matter in dispute shall, in the first place, be referred in writing to the Engineer, with a copy to the other party. Such reference shall state that it is made pursuant to this Clause. No later than the twenty eight (28) days after the day on which he received such reference, the Engineer shall give notice of his decision to the Procuring Agency (Superintending Engineer) and the Contractor. Unless the Contract has already been repudiated or terminated, the Contractor shall, in every case, continue to proceed with the work with all due diligence, and the Contractor and the Procuring Agency (Superintending Engineer) shall give effect forthwith to every such decision of the Engineer unless and until the same shall be revised, as hereinafter provided in an arbitral award.

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

department or decision is not given in time then he can approach Superintending Engineer within 14 days, in case of dissatisfaction with decision of Superintending Engineer or not decided within 28 days, then arbitration process would be adopted as per clause 15.3. 15.3 Arbitration A dispute which has been the subject of a notice of dissatisfaction shall be finally settled as per provisions of Arbitration Act 1940 (Act No. X of 1940) and Rules made there under and any statutory modifications thereto. Any hearing shall be held at the place specified in the Contract Data and in the language referred to in Sub-Clause 1.5.

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**16 INTEGRITY PACT 16.1** If the Contractor or any of his Sub-Contractors, agents or servants is found to have violated or involved in violation of the Integrity Pact signed by the Contractor as Schedule-F to his Bid, then the Procuring Agency shall be entitled to: (a) recover from the Contractor an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by the Contractor or any of his Sub-Contractors, agents or servants; (b) terminate the Contract; and (c) recover from the Contractor any loss or damage to the Procuring Agency as a result of such termination or of any other corrupt business practices of the Contractor or any of his Sub-Contractors, agents or servants. On termination of the Contract under Sub-Para (b) of this Sub-Clause, the Contractor shall demobilize from the site leaving behind Contractor's Equipment which the Procuring Agency instructs, in the termination notice, to be used for the completion of the works at the risk and cost of the Contractor.

**Payment upon such termination shall be made under Sub-Clause 12.4, in accordance with Sub-Para (c) thereof, after having deducted the amounts due to the Procuring Agency under Sub-Para (a) and (c) of this Sub-Clause.**

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## **CONTRACT DATA**

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

**Sub-Clauses of**

**Conditions of Contract 1.1.3 Procuring Agency's Drawings, if any**

*(To be listed by the Procuring Agency)* **1.1.4 The Procuring Agency means**

\_\_\_\_\_

\_\_\_\_\_

**1.1.5 The Contractor means**

\_\_\_\_\_

**1.1.7 Commencement Date means the date of issue of Engineer's Notice to Commence which shall be issued within fourteen (14) days of the signing of the Contract Agreement. 1.1.9 Time for Completion \_\_\_\_\_ days**

*(The time for completion of the whole of the Works should be assessed by the Procuring Agency)* **1.1.20 Engineer (mention the name along with the designation including whether he**

**belongs to department or consultant) and other details**

\_\_\_\_\_

\_\_\_\_\_ 1.3 Documents forming the Contract listed in the order of priority: (a) The Contract Agreement (b) Letter of Acceptance (c) The completed Form of Bid (d) Contract Data (e) Conditions of Contract (f) The completed Schedules to Bid including Schedule of Prices (g) The Drawings, if any (h) The Specifications (i) \_\_\_\_\_ (j) \_\_\_\_\_ (*The Procuring Agency may add, in order of priority, such other documents as form part of the Contract. Delete the document, if not applicable*)

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2.1 Provision of Site: On the

Commencement Date 3.1 Authorized person: \_\_\_\_\_ 3.2 Name and address of Engineer's/Procuring Agency's representative \_\_\_\_\_ 4.4 Performance Security: Amount \_\_\_\_\_ Validity \_\_\_\_\_

(*Form: As provided under Standard Forms of these Documents*) 5.1 Requirements for Contractor's design (if any): Specification Clause No's \_\_\_\_\_ 7.2 Programme: Time for submission: Within fourteen (14) days\* of the Commencement Date.

Form of programme: \_\_\_\_\_ (*Bar Chart/CPM/PERT or other*) 7.4 Amount payable due to failure to complete shall be \_\_% per day up to a maximum of (10%) of sum stated in the Letter of Acceptance (Usually the liquidated damages are set between 0.05 percent and 0.10 percent per day.) 7.5 Early Completion In case of earlier completion of the Work, the Contractor is entitled to be paid bonus up-to limit and at a rate equivalent to 50% of the relevant limit and rate of liquidated damages stated in the contract data.

9.1 Period for remedying defects \_\_\_\_\_

**10.2 (e) Variation procedures: Day work rates** \_\_\_\_\_ **(details)** **11.1 Terms of Payments**

**a) Mobilization Advance (1) Mobilization Advance up to 10 % of the Contract Price stated in the Letter of Acceptance shall be paid by the Procuring Agency to the Contractor on the works costing Rs.2.5 million or above on following conditions:**

Sindh Public Procurement Regulatory Authority | [www.pprasindh.gov.pk](http://www.pprasindh.gov.pk) **(i) on submission by the Contractor of a Mobilization Advance Guarantee for the full amount of the Advance in the specified form from a Scheduled Bank in Pakistan to the Procuring Agency; (ii) Contractor will pay interest on the mobilization advance at the rate of 10% per annum on the advance; and (iii) This Advance including the interest shall be recovered in 5 equal installments from the five (05) R.A bills and in case the number of bills is less than five (05) then 1/5<sup>th</sup> of the advance inclusive of the interest thereon shall be recovered from each bill and the balance together with interest be recovered from the final bill. It may be insured that there is sufficient amount in the final bill to enable recovery of the Mobilization Advance. OR 2) Secured Advance on Materials (a) The Contractor shall be entitled to receive from the Procuring Agency Secured Advance against an INDENTURE BOND in P W Account Form No. 31(Fin. R. Form No. 2 acceptable to the Procuring Agency of such sum as the Engineer may consider proper in respect of non-perishable materials brought at the Site but not yet incorporated in the Permanent Works provided that: (i) The materials are in accordance with the Specifications for the Permanent Works; (ii) Such materials have been delivered to the Site and are properly stored and protected**

against loss or damage or deterioration to the satisfaction and verification of the Engineer but at the risk and cost of the Contractor; (iii) The Contractor's records of the requirements, orders, receipts and use of materials are kept in a form approved by the Engineer, and such records shall be available for inspection by the Engineer; (iv) The Contractor shall submit with his monthly statement the estimated value of the materials on Site together with such documents as may be required by the Engineer for the purpose of valuation of materials and providing evidence of ownership and payment therefore; (v) Ownership of such materials shall be deemed to vest in the Procuring Agency and these materials shall not be removed from the Site or otherwise disposed of without written permission of the Procuring Agency; (vi) The sum payable for such materials on Site shall not exceed 75 % of the (i) landed cost of imported materials, or (ii) ex-factory / ex-warehouse price of locally manufactured or produced materials, or (iii) market price of stands other materials;

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(vii) Secured Advance should not be allowed unless & until the previous advance, if any, fully recovered; (viii) Detailed account of advances must be kept in part II of running account bill; and (ix) Secured Advance may be permitted only against materials/quantities anticipated to be consumed / utilized on the work within a period of 3 months from the date of issue of secured advance and definitely not for full quantities of materials for the entire work/contract (b) Recovery of Secured Advance: (i) Secured Advance paid to the Contractor under the above provisions shall be effected from the monthly payments on

actual consumption basis, but not later than period specified in the rules not more than three months (even if unutilized); other conditions. (ii) As recoveries are made the outstanding accounts of the items concerned in Part II should be reduced by making deduction entries in the column; –deduct quantity utilized in work measured since previous bill,|| equivalent to the quantities of materials used by the contractor on items of work shown as executed in part I of the bill. (c) Interim payments: The Contractor shall submit to the Engineer monthly statements of the estimated value of the work completed less the cumulative amount certified previously. (i) The value of work completed comprises the value of the quantities of the items in the Bill of Quantities completed. (ii) value of secured advance on the materials and valuation of variations (if any). (iii) Engineer may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information. (v) Retention money and other advances are to be recovered from the bill submitted by contractor. 11.2 \*(a) Valuation of the Works: i) Lump sum price \_\_\_\_\_(details), or ii) Lump sum price with schedules of rates \_\_\_\_\_(details), or iii) Lump sum price with bill of quantities \_\_\_\_\_(details), or iv) Re-measurement with estimated/bid quantities in the Schedule of Prices or on premium above or below quoted on the rates mentioned in CSR \_\_\_\_\_(details), or/and v) Cost reimbursable \_\_\_\_\_(details)

*decide, keeping in view the nature and the scope of the work)*

Type of cover The Works

Amount of cover The sum stated in the Letter of Acceptance plus fifteen percent (15%)

Type of cover Contractor's Equipment:

Amount of cover Full replacement cost

Type of cover Third Party-injury to persons and damage to property

---

*(The minimum amount of third party insurance should be assessed by the Procuring Agency and entered). Workers: \_\_\_\_\_*

Other cover\*: \_\_\_\_\_

*(In each case name of insured is Contractor and Procuring Agency) 14.2 Amount to be recovered Premium plus \_\_\_\_\_ percent (\_\_\_%). 15.3 Arbitration\*\* Place of Arbitration:\_\_\_\_\_*

*\* (Procuring Agency to specify as appropriate)*

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

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## **STANDARD FORMS**

*(Note: Standard Forms provided in this document for securities are to be issued by a bank.*

*In*

*case the bidder chooses to issue a bond for accompanying his bid or performance of*

*contract*

*or receipt of advance, the relevant format shall be tailored accordingly without changing the spirit of the Forms of securities).*

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**FORM OF BID SECURITY (Bank Guarantee) Guarantee No. \_\_\_\_\_ Executed on**

\_\_\_\_\_  
**(Letter by the Guarantor to the Procuring Agency) Name of Guarantor (Scheduled Bank in Pakistan) with address: \_\_\_\_\_ Name of Principal (Bidder) with address: \_\_\_\_\_**

\_\_\_\_\_  
**Sum of Security (express in words and figures): \_\_\_\_\_**

\_\_\_\_\_  
**Bid Reference**

**No. \_\_\_\_\_ Date of Bid \_\_\_\_\_ KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Bid and at the request of the said Principal, we the Guarantor above-named are held and firmly bound unto the**

**\_\_\_\_\_, (hereinafter called The –Procuring Agency||) in the sum stated above, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents. THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the accompanying Bid numbered and dated as above for**

\_\_\_\_\_ (Particulars of Bid) to the said Procuring Agency; and WHEREAS, the Procuring Agency has required as a condition for considering the said Bid that the Principal furnishes a Bid Security in the above said sum to the Procuring Agency, conditioned as under: (1) that the Bid Security shall remain valid for a period of twenty eight (28) days beyond the period of validity of the bid; (2) that in the event of; (a) the Principal withdraws his Bid during the period of validity of Bid, or (b) the Principal does not accept the correction of his Bid Price, pursuant to SubClause 16.4 (b) of Instructions to Bidders, or (c) failure of the successful bidder to (i) furnish the required Performance Security, in accordance with SubClause IB-21.1 of Instructions to Bidders, or (ii) sign the proposed Contract Agreement, in accordance with SubClauses IB-20.2 & 20.3 of Instructions to Bidders,

Sindh Public Procurement Regulatory Authority | [www.pprasindh.gov.pk](http://www.pprasindh.gov.pk) the entire sum be paid immediately to the said Procuring Agency for delayed completion and not as penalty for the successful bidder's failure to perform. NOW THEREFORE, if the successful bidder shall, within the period specified therefore, on the prescribed form presented to him for signature enter into a formal Contract Agreement with the said Procuring Agency in accordance with his Bid as accepted and furnish within fourteen (14) days of receipt of Letter of Acceptance, a Performance Security with good and sufficient surety , as may be required, upon the form prescribed by the said Procuring Agency for the faithful performance and proper fulfilment of the said Contract or in the event of nonwithdrawal of the said Bid within the time specified then this obligation shall be void and of no effect, but otherwise to

remain in full force and effect. PROVIDED THAT the Guarantor shall forthwith pay to the Procuring Agency the said sum stated above upon first written demand of the Procuring Agency without cavil or argument and without requiring the Procuring Agency to prove or to show grounds or reasons for such demand, notice of which shall be sent by the Procuring Agency by registered post duly addressed to the Guarantor at its address given above. PROVIDED ALSO THAT the Procuring Agency shall be the sole and final judge for deciding whether the Principal has duly performed his obligations to sign the Contract Agreement and to furnish the requisite Performance Security within the time stated above, or has defaulted in fulfilling said requirements and the Guarantor shall pay without objection the sum stated above upon first written demand from the Procuring Agency forthwith and without any reference to the Principal or any other person. IN WITNESS WHEREOF, the above bounded Guarantor has executed the instrument under its seal on the date indicated above, the name and seal of the Guarantor being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body. Guarantor (Bank) Witness:  
1. Signature 1. 2. Name \_\_\_\_\_ 3. Title \_\_\_\_\_ Corporate Secretary (Seal) 2. (Name, Title & Address) Corporate Guarantor (Seal)

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## FORM OF PERFORMANCE SECURITY

(Bank Guarantee) Guarantee No. \_\_\_\_\_ Executed on \_\_\_\_\_ Expiry Date (Letter by the Guarantor to the Procuring Agency) Name of Guarantor (Scheduled

Bank in Pakistan) with address:\_\_\_\_\_

Name of Principal (Contractor) with  
address:\_\_\_\_\_

\_\_\_\_\_ Penal Sum of Security

(express in words and figures)\_\_\_\_\_

\_\_\_\_\_ Letter of Acceptance

No.\_\_\_\_\_ Dated \_\_\_\_\_ KNOW ALL MEN BY THESE PRESENTS,

that in pursuance of the terms of the Bidding Documents and above said Letter of  
Acceptance (hereinafter called the Documents) and at the request of the said Principal  
we, the Guarantor above named, are held and firmly bound unto the

\_\_\_\_\_ (hereinafter called the Procuring Agency) in  
the penal sum of the amount stated above, for the payment of which sum well and truly  
to be made to the said Procuring Agency, we bind ourselves, our heirs, executors,  
administrators and successors, jointly and severally, firmly by these presents. THE  
CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has accepted the  
Procuring Agency's above said Letter of Acceptance for \_\_\_\_\_

\_\_\_\_\_ (Name of Contract) for the \_\_\_\_\_

\_\_\_\_\_ (Name of Project). NOW THEREFORE, if the Principal  
(Contractor) shall well and truly perform and fulfill all the undertakings, covenants,  
terms and conditions of the said Documents during the original terms of the said  
Documents and any extensions thereof that may be granted by the Procuring Agency,

**with or without notice to the Guarantor, which notice is, hereby, waived and shall also well and truly perform and fulfill all the undertakings, covenants terms and conditions of the Contract and of any and all modifications of the said Documents that may hereafter be made, notice of which modifications to the Guarantor being hereby waived, then, this obligation to be void; otherwise to remain in full force and virtue till all requirements of Clause 9, Remedying Defects, of Conditions of Contract are fulfilled. Our total liability under this Guarantee is limited to the sum stated above and it is a condition of any liability attaching to us under this Guarantee that the claim for payment in writing shall**

**Sindh Public Procurement Regulatory Authority | [www.pprasindh.gov.pk](http://www.pprasindh.gov.pk) be received by us within the validity period of this Guarantee, failing which we shall be discharged of our liability, if any, under this Guarantee. We, \_\_\_\_\_ (the Guarantor), waiving all objections and defenses under the Contract, do hereby irrevocably and independently guarantee to pay to the Procuring Agency without delay upon the Procuring Agency's first written demand without cavil or arguments and without requiring the Procuring Agency to prove or to show grounds or reasons for such demand any sum or sums up to the amount stated above, against the Procuring Agency's written declaration that the Principal has refused or failed to perform the obligations under the Contract, for which payment will be effected by the Guarantor to Procuring Agency's designated Bank & Account Number. PROVIDED ALSO THAT the Procuring Agency shall be the sole and final judge for deciding whether the Principal (Contractor) has duly performed his**

obligations under the Contract or has defaulted in fulfilling said obligations and the Guarantor shall pay without objection any sum or sums up to the amount stated above upon first written demand from the Procuring Agency forthwith and without any reference to the Principal or any other person. IN WITNESS WHEREOF, the above bounded Guarantor has executed this Instrument under its seal on the date indicated above, the name and corporate seal of the Guarantor being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body. \_\_\_\_\_ Guarantor (Bank) Witness: 1. \_\_\_\_\_ 1. Signature \_\_\_\_\_ 2. Name \_\_\_\_\_ Corporate Secretary (Seal) 3. Title \_\_\_\_\_ 2. \_\_\_\_\_ \_\_\_\_\_ (Name, Title & Address) Corporate Guarantor (Seal)

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**FORM OF CONTRACT AGREEMENT THIS CONTRACT AGREEMENT** (hereinafter called the –Agreement||) made on the \_\_\_ day of \_\_\_\_\_ 200 \_\_\_ between \_\_\_\_\_ (hereinafter called the –Procuring Agency||) of the one part and \_\_\_\_\_ (hereinafter called the –Contractor||) of the other part. WHEREAS the Procuring Agency is desirous that certain Works, viz \_\_\_\_\_ should be executed by the Contractor and has accepted a Bid by the Contractor for the execution and completion of such Works and the remedying of any defects therein. NOW this Agreement witnesseth as follows: 1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract

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

Sindh Public Procurement Regulatory Authority | [www.pprasindh.gov.pk](http://www.pprasindh.gov.pk)      **IN WITNESS WHEREOF** the parties hereto have caused this Contract Agreement to be executed on the day, month and year first before written in accordance with their respective laws. Signature of the Contactor  
Signature of the Procuring Agency \_\_\_\_\_ (Seal) (Seal)  
Signed, Sealed and Delivered in the presence of: Witness: Witness:  
\_\_\_\_\_ (Name, Title and Address) (Name, Title and Address)

**MOBILIZATION ADVANCE GUARANTEE** Guarantee No. \_\_\_\_\_ Executed on \_\_\_\_\_ (Letter by the Guarantor to the Procuring Agency) WHEREAS the \_\_\_\_\_ (hereinafter called the Procuring Agency) has entered into a Contract for \_\_\_\_\_

\_\_\_\_\_ (Particulars of Contract), with

\_\_\_\_\_ (hereinafter called the Contractor). AND WHEREAS the Procuring Agency has agreed to advance to the Contractor, at the Contractor's request, an amount of Rs. \_\_\_\_\_ Rupees \_\_\_\_\_) which amount shall be advanced to the Contractor as per provisions of the Contract. AND WHEREAS the Procuring Agency has asked the Contractor to furnish Guarantee to secure the advance payment for the performance of his obligations under the said Contract. AND WHEREAS

\_\_\_\_\_ (Scheduled Bank) (hereinafter 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, as aforesaid, on the part of the Contractor, shall be given by the Procuring Agency to the Guarantor, and on such first written demand payment shall be made by the Guarantor of all sums then due under this Guarantee without any reference to the Contractor and without any objection.

Sindh Public Procurement Regulatory Authority | [www.pprasindh.gov.pk](http://www.pprasindh.gov.pk) This Guarantee shall come into force as soon as the advance payment has been credited to the account of the Contractor. This Guarantee shall expire not later than \_\_\_\_\_ by which date we must have received any claims by registered letter, telegram, telex or telefax. It is understood that you will return this Guarantee to us on expiry or after settlement of the total amount to be claimed hereunder. \_\_\_\_\_ Guarantor (Scheduled Bank)

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

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**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 ..... -197--"- BETWEEN (hereinafter 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 (hereinafter called "the Government" of the other part). WHEREAS by an agreement, dated (hereinafter called the said agreement, the contractor has agreed to perform the under-mentioned works (hereinafter referred to as the said work):- (Here enter (the description of the works)).<sup>1</sup> AND WHEREAS 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 (E). the said works signed by the contractor

Fin R.Form.17.A ON..... — and on such covenants and conditions as are hereinafter contained and the Government has reserved to itself the option of marking any further advance or advances on the security of other materials brought by the Contractor to the site of the said 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 whereof the Contractor doth hereby acknowledge) and of such further advances (if any) as may be made to him as aforesaid (all of which

advances are hereinafter collectively referred to as the said amount) the Contractor doth hereby assign unto the Government the said materials by way of security for the said amount And doth hereby covenant and agree with the Government and declare ay follow :- (1) That the said sum of Rupees .....- .....- .....- ..... (Rf. ....- .....- ..... ) so advanced by the Government to the Contractor as aforesaid and all or any further sum or sums which may be advanced aforesaid shall be employed by the contractor in or towards expending the execution of the said works and for no other purpose whatsoever.

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(2) That the materials detailed in the said Running Account Bill (B) which have been Offered to and accepted by (he Government as security for the said amount are absolutely by the Contractors own property free from encumbrances of any kind and the Contractor will not make any application for or receive a further advance on the security of materials which are not absolutely his own property and free from encumbrances of any kind and the contractor hereby agrees, at all times, to indemnify and save harmless the Government against all claims whatsoever to any materials in respect of which an advance has been made to him as aforesaid. (3) That the said materials detailed in the said Running Account Bill (B) and all other

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

directions of the Divisional Officer----- (hereinafter called the Divisional Officer) and in the terms of the said agreement. (4) That the Contractor shall make at his own cost all necessary and adequate arrangement for the proper watch, safe custody and protection against all risks of the said material and that until used in construction as aforesaid the said materials shall remain at the site of the said works in the Contractor's custody and at his own risk and on his own responsibility and shall at all times be open to inspection by (he Divisional Officer or any officer authorized by him. In the event of the said materials of any part (hereof being stolen, destroyed or damaged or becoming deteriorated in a grater degree than is due to reasonable use and wear thereof Contractor will forthwith replace the same with other materials of like qualify or repair and make good the same as required by the Divisional Officer and the materials so brought to replace the said materials so repaired and made good shall also be considered as security for the said amount. (5) 'Hurt the said materials shall not on any account be removed from the site of the said works except with the written permission of the Divisional Officer or an officer authorized by him in that behalf (6) That the said amount shall be payable in full when or before the Contractor receives payment, from the Government of the price payable to him for the said works under the terms and provisions of the said agreement PROVIDED THAT if any intermediate payments are made to the contractor on account of work done then on the occasion of each such payment the Government will be at liberty to make a recovery from the Contractors Bill for such payment by deducting there from in the value of the said

materials (hen actually used in the construction and in respect of which recovery has not been made previously the value for this purpose being determined in respect of each description of material at (he rates at which the amount of the advances made under these presents were calculated. (7) That if the Contractor shall at any time make any default in the performance or 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

Sindh Public Procurement Regulatory Authority | [www.pprasindh.gov.pk](http://www.pprasindh.gov.pk)      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 (he default of the Contractor and any moneys so becoming due and payable shall constitute a debt due from the Contractor to the Government and the Contractor hereby covenants and agrees with the Government to repay and the same respectively to it accordingly. (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 withstanding anything in the said agreement and without

prejudice to the powers contained therein if and whether the covenant for payment and repayment hereinbefore contained shall become enforceable and the money owing shall not be paid to accordingly. Once therewith the Government may at any time thereafter adopt all or any of following courses as it may deem best ;-

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

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

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

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

(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 hereinbefore expressly provided for the same shall be referred to the Superintending

**Engineer..... Circle whose..... decision shall be final and the provisions of the Indian Arbitration Act for the time being in force so far as they are applicable shall apply to any such reference.**

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**In witnesses whereof the\* -----**

**\_\_\_\_\_ on behalf of the Governor of Sindh and the said..... —**

**..... - ..... --have hereunto set their respective hands and seals the day and first above written. Signed, sealed and delivered by\* In the presence of Seal 1st witness 2nd witness Signed, sealed and delivered by\* In the presence of Seal 1st Witness 2nd witness**

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## **SPECIFICATIONS**

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

contract. Samples of specifications from similar to previous procurements are useful in this respect. The use of metric units is encouraged. Depending on the complexity of the works and the repetitiveness of the type of procurement, it may be advantageous to standardize the Technical Specifications that should cover all classes of workmanship, materials and equipment although not necessarily to be used in a particular procurement. Care must be taken in drafting specifications to ensure that they are not restrictive. In the specification of standards for equipment, materials, and workmanship, recognized international standards should be used as much as possible. The specifications shall consider all conditions but not limited to seismic conditions, weather conditions and environmental impact. The specifications should state that equipment, materials, and workmanship that meet other authoritative standards, and which ensure at least a substantially equal quality than the standards mentioned, will also be acceptable. The following clause may be inserted in the Specifications. Sample Clause: Equivalency of Standards and Codes Wherever reference is made in the Specifications to specific standards and codes to be met by Works to be furnished and tested, the provisions of the latest current edition or revision of the relevant shall apply, unless otherwise expressly stated in the Contract. Other authoritative standards that ensure equivalence to the standards and codes specified will be acceptable.]

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#### **\*DRAWINGS**

*\* (Note: The Engineer/Procuring Agency may incorporate specific Drawings for*

*Bidding purposes only or may include the detailed drawings in a separate volume, if necessary).*

**Detail working estimate of Drainage Scheme in colony -I Guddu**

**Surface Drains**

S. No	Description	Type I	Type II			Qty	Amount
		17 60 Nos	L	B	D		
1	Excavation in foundation of building bridges and other structures i/c bailing, dressing, filling around the structure with excavated earth, watering, ramming Lead up to one chain & lift up to 5.0' (CSI No:18 P4)						
Qty	<b>14035.13</b>	at Rs	<b>3176.25</b>	p% cft		Rs	<b>44579.08</b>
2	CC plain i/c placing compacting finishing & curing complete i/c screening and washing of stone aggregate w/o shuttering (CSI NO:5 P-16)						
	Ratio 1:4:8						
Qty	<b>2564.80</b>	at Rs	<b>1128.875</b>	p% cft		Rs	<b>289533.86</b>
	Ratio 1:2:4						
Qty	<b>114.52</b>	at Rs	<b>1442.925</b>	p% cft		Rs	<b>16524.3771</b>
3	Construction of standard open drain cunette block of CC 1:2:4 in situ to the design profile i/c cost of mould as per drawing i/c applying floating coat of cement 1/32" thick to the exposed face finished smooth curing etc complete as per detailed drawing (PHSI. No. D P-58)						
Qty	Type-I Drains @ 0.35 cft per Rft	<b>1760.00</b>	at	<b>94.00</b>	p/ft	Rs	<b>165440</b>

			<b>Rs</b>			
	Type-II Drains @ 0.74 cft per Rft					
<b>Qty</b>	<b>2000.00</b>	<b>at</b>	<b>174.0</b>			
4	Pucca Brick work in foundation and plinth in cement sand mortar 1:6 (CSI No:4 P24)	<b>Rs</b>	<b>0</b>	<b>p/ft</b>	<b>Rs</b>	<b>348000</b>
<b>Qty</b>	<b>6451.20</b>	<b>at</b>	<b>1194</b>	<b>p%</b>		
5	Cement plaster 1:4 up to 20' height 1/2" thick (CSI No:11 P-57)	<b>Rs</b>	<b>8.36</b>	<b>cft</b>	<b>Rs</b>	<b>770813</b>
<b>Qty</b>	<b>9520.00</b>	<b>at</b>	<b>2283.</b>	<b>p%</b>		
6	RCC work in roof slabs beams columns rafts lintels and other structural members laid in situ are pre-cast laid in position etc complete in all respects ratio 1:2:4(CSI.No:6 P-17)	<b>Rs</b>	<b>93</b>	<b>cft</b>	<b>Rs</b>	<b>217430</b>
<b>Qty</b>	<b>240.00</b>	<b>at</b>	<b>337.0</b>	<b>p/c</b>		
7	Fabrication of mild steel reinforcement for cement concrete i/c cutting bending laying in position making joints and fastening i/c cost of binding wire also includes removal of rust from bars (CSI NO.7 P-17)	<b>Rs</b>	<b>0</b>	<b>ft</b>	<b>Rs</b>	<b>80880</b>
<b>Qty</b>	<b>8.57</b>	<b>at</b>	<b>5001.</b>	<b>p/c</b>		
		<b>Rs</b>	<b>70</b>	<b>wt</b>	<b>Rs</b>	<b>42865</b>
						<b>197606</b>
						<b>4.62</b>

### Conditions

- 1 The Work Shall have to be executed according to the PWD/PHE Specifications.
- 2 No premium on non schedule Items shall be paid to the contractor.
- 3 Any error & omission and description of Item of work will be governed with relevant Schedule of Rates

4 The Contractor shall have to bring the material to be used in the work from the quarries as mentioned in the estimate.

Contractor

(Sabir Ali Shaikh)  
Executive Engineer  
Public Health Engg:Div:  
Kashmore @ Kandhkot

### Detail working estimate of Drainage Scheme in colony -I Guddu

#### Surface Drains

S.No	Description	Type I 1760		Type II 2000		Qty	Amount
		Nos	L	B	D		
1	Excavation in foundation of building bridges and other structures i/c bailing, dressing, filling around the structure with excavated earth, watering, ramming Lead up to one chain & lift up to 5.0' (CSI No:18 P4)						
Qty		14035.13	at Rs	3176.25	p%cft		Rs 44579.08
2	CC plain i/c placing compacting finishing & curing complete i/c screening and washing of stone aggregate w/o shuttering (CSI NO:5 P-16)						
Qty	Ratio 1:4:8	2564.80	at Rs	11288.75	p% cft		Rs 289533.86
Qty	Ratio 1:2:4	114.52	at Rs	14429.25	p% cft		Rs 16524.3771



# Construction of Water Supply Scheme Kashmore Town

---

# **STANDARD FORM OF BIDDING DOCUMENT**

**FOR**

## **PROCUREMENT OF WORKS**

**(For Contracts (Small) amounting between Rs.2.5 million to Rs.50 million)**

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## **INSTRUCTIONS TO PROCURING AGENCIES**

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## **INSTRUCTIONS TO PROCURING AGENCIES**

**(Not to be included in Bidding Documents)**

**A. Basis of Documents** These Documents have been prepared as a global document intended to be used by different agencies/users according to their requirements. This document is envisaged for National Competitive Bidding (NCB), meant for use for Works costing not more than Rs. 25 Million. These documents may be tailored according to the scope of works as well as in case of contracts on International Competitive Bidding (ICB) basis, funded by international financial institutions/donors, with payments in foreign currencies. Procuring agencies are then to tailor the relevant clauses to suit their requirements including appropriate modifications in the relevant sections of the documents in the light of SPPRA Bidding Documents for Large Works. The Procuring Agency is expected to manage the Contract itself. The role of Engineer may be added by the Procuring Agency, if the Procuring Agency wishes to engage a consultant. The role of the Engineer with specific delegated powers under various clauses of Instructions to Bidders such as clarifications of Bid Documents, Amendment of Bid Documents, evaluation of Bids etc. and to administer the

**Contract under various clauses of Conditions of Contract should have been specified. The Procuring Agency will be required to set out in the specifications and drawings the full scope of work including the extent of design to be done by the Contractor, if any.**

**B. Contents of Documents As stated in Clause IB.4 of Instructions to Bidders, the complete Bidding Documents in addition to Invitation for Bids shall comprise items listed therein including any addendum to Bidding Documents issued in accordance with IB.6. The Standard Form of Bidding Documents (for Small Contracts) includes the following: 1. Instructions to Bidders & Bidding Data 2. Form of Bid & Schedules to Bid 3. Conditions of Contract & Contract Data 4. Standard Forms 5. Specifications 6. Drawings, if any In addition, Instructions to procuring agencies are also provided at various locations of this document within parenthesis or as a Note(s). Procuring agencies are expected to edit or finalise this document accordingly, by filling in all the relevant blank spaces and forms as per the scope of the work, deleting all notes and instructions intended to help the bidders. The procuring agency is required to prepare the following for completion of the Bidding Documents: (i) Invitation for Bids**

**Sindh Public Procurement Regulatory Authority | [www.pprasindh.gov.pk](http://www.pprasindh.gov.pk) (ii) Bidding Data (iii) Schedules to Bid (Samples) (iv) Schedule of Prices (Format) (v) Contract Data (vi) Specifications (vii) Drawings, if any The Procuring agency's attention is drawn to the following while finalizing the Bidding Documents.**

**C. Notice Inviting Tender/ Invitation for Bids/ Request for Expression of Interest The –Notice Inviting Tender|| is meant for publication of tenders for calling bids in the newspapers**

and SPPRA Website. The blank spaces wherever shown are required to be filled by the Procuring Agency before issuance of Bidding Documents. The Procuring Agency may modify para 1 of Notice Inviting Tender as per its requirements. The notice should be published so as to give the interested bidders sufficient working period for preparation and submission of bids – not less than 15 days for National Competitive Bidding and 45 days for International Competitive Bidding (SPP Rule 18). 1. The eligible bidders are defined in IB.2; the text can be amended by the Procuring Agency as deemed appropriate. 2. The non-refundable fee for the sale of Bidding Documents should be nominal so as to cover printing/reproduction and mailing costs and to ensure that only bona-fide bidders shall apply (SPP Rule 20). 3. The amount of Bid Security should be a lump sum figure or a percentage, but not less than 1% and more than 5% of bid price and should be in accordance with IB.13.1

(SPP Rule 37). 4. If the venue of receipt of bids and the opening of bids is the same, the times for receipt and opening of bids are to be entered in last Para of the Notice Inviting Tender, otherwise indicate the name, address and exact location for the opening of bids. However the date for the receipt and the opening of bids shall be same (SPP Rule 41).

**D. Instructions to Bidders** These Instructions to Bidders will not be part of Contract and will cease to have effect once the Contract is signed along with Bidding Data. The Instructions to Bidders can be used as given. Procuring agency may have to make changes under Bidding Data. The Procuring Agency's or Engineer's Representative, if any, shall exercise powers of the Engineer/Procuring Agency under and in connection with

## **Clauses IB.5, IB.6, IB.16, etc. In**

Sindh Public Procurement Regulatory Authority | [www.pprasindh.gov.pk](http://www.pprasindh.gov.pk) **case an**

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

**E. Bidding Data** The blank spaces wherever shown in Bidding Data are required to be filled by the Engineer/Procuring Agency before issuance of Bidding Documents. 1. Contents of IB.10.3 may be retained or modified by the Procuring Agency. 2. Procuring Agency should insert required experience in IB.11.2. 3. Referring to IB.14.1, the period of bid validity may range from 30 to 90 days depending upon the size and nature of the works. Number of days shall be filled in as per Procuring Agency's requirements. 4. Contents of IB.16.3 to IB.16.8 may be retained or modified by the Procuring Agency in accordance with its requirements.

**F. Schedules to Bid Specimen of Schedules to Bid** including format of Schedule of Prices are provided in this document. The Procuring Agency may add/delete/modify as per its requirement. The blank spaces wherever shown are required to be filled by the Engineer/Procuring Agency before issuance of Bidding Documents except those required to be provided by the Contractor.

**G. Conditions of Contract** The procuring agency while preparing Contract Data, shall ensure that no Clause of Conditions of Contract is deleted and that the changes included in Contract Data shall be such as not to change the spirit of the document.

**Any adjustment or change in clauses of Conditions of Contract to meet specific project features shall be made with care and incorporated in Contract Data.**

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

Sindh Public Procurement Regulatory Authority | [www.pprasindh.gov.pk](http://www.pprasindh.gov.pk) 3. The sum insured for different insurances including minimum amount of third party insurance should be assessed by the Engineer/Procuring Agency and entered in Contract Data. Such insurance cover shall be carried out with Insurance Company having at least AA rating from PACRA / JCR in the favour of the procuring agency. 4. The time for completion of the whole of the works should be assessed by the Engineer/Procuring Agency and entered in the Contract Data. 5. The Conditions of Contract contain no overall limit on the Contractor's liability. The amount of liquidated damages per day of delay shall be entered by the Engineer/Procuring Agency in Contract Data. Usually the liquidated damages are set between 0.05 percent and 0.10 percent per day and the maximum limit as 10

percent of contract price stated in the Letter of Acceptance. 6. Any amendment and/or additions to the Conditions of the Contract that are specific to a given Bid/Contract should be included by the Procuring agency. This may include but not be limited to the provisions regarding the following: a) Terms of Payment should be prepared and incorporated in Contract Data by the Engineer/Procuring Agency. b) The Engineer/Procuring Agency to make sure that all taxes and duties are included by the Bidders/Contractors in their prices.

I. Specifications To be prepared and incorporated by the Engineer/Procuring Agency

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

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**INVITATION FOR BIDS**

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**INVITATION FOR BIDS**

**Date:** \_\_\_\_\_

Bid Reference No.: \_\_\_\_\_ 1. The Procuring Agency, \_\_\_\_\_ [*enter name of the procuring agency*], invites sealed bids from interested firms or persons licensed by the Pakistan Engineering Council in the *appropriate category (not required for works costing Rs 2.5 million or less) and/or duly pre-qualified (if pre-qualification is done for specific scheme/project)* with the Procuring Agency for the Works, \_\_\_\_\_ [*enter title, type and financial volume of work*], which will be completed in \_\_\_\_\_ [*enter appropriate time period*] days. 2. A complete set of Bidding Documents may be purchased by an interested eligible bidder on submission of a written application to the office given below and upon payment of a non-refundable fee of Rupees \_\_\_\_\_ (*Insert Amount*). Bidders may acquire the Bidding Documents from the Office of the Procuring Agency, at \_\_\_\_\_ (Mailing Address). 3. All bids must be accompanied by a Bid Security in the amount of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) or \_\_\_\_\_ percentage of bid price in the form of (*pay order / demand draft / bank guarantee*) and must be delivered to \_\_\_\_\_ (*Indicate Address and Exact Location*) at or before \_\_\_\_\_ hours, on \_\_\_\_\_ (Date). Bids will be opened at \_\_\_\_\_ hours on the same day in the presence of bidders' representatives who choose to attend, at the same address [*indicate the address if it differs*]. [Note: 1. *Procuring Agency to enter the requisite information in blank spaces.* 2. *The bid shall be opened within one hour after the deadline for submission of bids.*]

**INSTRUCTIONS  
TO BIDDERS  
&  
BIDDING DATA**

**Notes on the Instructions to Bidders** This section of the bidding documents should provide the information necessary for bidders to prepare responsive bids, in accordance with the requirements of the Procuring Agency. It should also give information on bid submission, opening and evaluation, and on the award of contract. Matters governing the performance of the Contract or payments under the Contract, or matters affecting the risks, rights, and obligations of the parties under the Contract are not normally included in this Section, but rather in the appropriate sections of the *Conditions of Contract* and/or *Contract Data*.

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

## A. GENERAL

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

1.1 Scope of Bid The Procuring Agency as defined in the Bidding Data (hereinafter called –the Procuring Agency||) wishes to receive Bids for the Works summarized in the Bidding Data (hereinafter referred to as –the Works||). Bidders must quote

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

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

**IB.2 Eligible Bidders** 2.1 Bidding is open to all firms and persons meeting the following requirements: a) duly licensed by the Pakistan Engineering Council (PEC) in the appropriate category for value of works. Provided that the works costing Rs. 2.5 million or less shall not require any registration with PEC . b) duly pre-qualified with the Procuring Agency. (*Where required*). In the event that prequalification of potential bidders has been undertaken, only bids from prequalified bidders will be considered for award of Contract. c) if prequalification has not undertaken , the procuring agency may ask information and documents not limited to following:- (i) company profile; (ii) works of similar nature and size for each performed in last 3/5 years; (iii) construction equipments; (iv) qualification and experience of technical personnel and key site management;

Sindh Public Procurement Regulatory Authority | [www.pprasindh.gov.pk](http://www.pprasindh.gov.pk) (v) financial statement of last 3 years; (vi) information regarding litigations and abandoned works if any.

**IB.3 Cost of Bidding** 3.1 The bidder shall bear all costs associated with the preparation and submission of its bid and the Procuring Agency will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process (SPP Rules 24 & 25).

## **B. BIDDING DOCUMENTS**

**IB.4 Contents of Bidding Documents 4.1 In addition to Invitation for Bids, the Bidding Documents are those stated below, and should be read in conjunction with any Addendum issued in accordance with Sub-Clause IB.6.1. 1. Instructions to Bidders & Bidding Data 2. Form of Bid, Qualification Information & Schedules to Bid Schedules to Bid comprise the following: (i) Schedule A: Schedule of Prices/ Bill of Quantities (BoQ). (ii) Schedule B: Specific Works Data (iii) Schedule C: Works to be Performed by Subcontractors (iv) Schedule D: Proposed Programme of Works (v) Schedule E: Method of Performing Works (vi) Schedule F: Integrity Pact (works costing Rs 10 million and above) 3. Conditions of Contract & Contract Data 4. Standard Forms: (i) Form of Bid Security, (ii) Form of Performance Security; (iii) Form of Contract Agreement; (iv) Form of Bank Guarantee for Advance Payment. 5. Specifications 6. Drawings, if any**

**IB.5 Clarification of Bidding Documents 5.1 A prospective bidder requiring any clarification(s) in respect of the Bidding Documents may notify the Engineer/Procuring Agency at the Engineer's/ Procuring Agency's address indicated in the Bidding Data. 5.2 An interested bidder, who has obtained bidding documents, may request for clarification**

**Sindh Public Procurement Regulatory Authority | [www.pprasindh.gov.pk](http://www.pprasindh.gov.pk) of contents of bidding documents in writing and procuring agency shall respond to such queries in writing within three calendar days, provided they are received at least five calendar days prior to the date of opening of bid (SPP Rule 23-1).**

**; I**

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

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

### **C. PREPARATION OF BIDS**

**IB.7 Language of Bid 7.1 All documents relating to the Bid shall be in the language specified in the Contract Data.**

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

**IB.9 Sufficiency of Bid 9.1 Each bidder shall satisfy himself before Bidding as to the correctness and sufficiency of his Bid and of the premium on the rates of CSR / rates and prices quoted/entered in the Schedule of Prices, which rates and**

prices shall except in so far as it is otherwise expressly provided in the Contract, cover all his obligations under the Contract and all matters and things necessary for the proper completion of the works.

Sindh Public Procurement Regulatory Authority | [www.pprasindh.gov.pk](http://www.pprasindh.gov.pk) **9.2 The bidder is advised to obtain for himself at his own cost and responsibility all information that may be necessary for preparing the bid and entering into a Contract for execution of the Works.**

**IB.10 Bid Prices, Currency of Bid and Payment 10.1 The bidder shall fill up the Schedule of Prices (Schedule A to Bid) indicating the percentage above or below the Composite Schedule of Rates/unit rates and prices of the Works to be performed under the Contract. Prices in the Schedule of Prices/Bill of Quantities shall be quoted entirely in Pak Rupees keeping in view the instructions contained in the Preamble to Schedule of Prices. 10.2 Unless otherwise stipulated in the Conditions of Contract, prices quoted by the bidder shall remain fixed during the bidder's performance of the Contract and not subject to variation on any account. 10.3 The unit rates and prices in the Schedule of Prices or percentage above or below on the composite schedule of rates shall be quoted by the bidder in the currency as stipulated in Bidding Data. 10.4 Items for which no rate or price is entered by the Bidder will not be paid for by the Procuring Agency when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities.**

**IB.11 Documents Establishing Bidder's Eligibility and Qualifications 11.1 Pursuant to Clause IB.8, the bidder shall furnish, as part of its bid, documents establishing the bidder's eligibility to bid and its qualifications to perform the Contract if**

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

#### **IB.12 Documents Establishing Works' Conformity to Bidding**

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

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**IB.13 Bid Security 13.1** Each bidder shall furnish, as part of his bid, at the option of the bidder, a Bid Security as percentage of bid price/estimated cost or in the amount stipulated in Bidding Data in Pak. Rupees in the form of *Deposit at Call/ Payee's Order or a Bank Guarantee* issued by a Scheduled Bank in Pakistan in favour of the Procuring Agency valid for a period up to twenty eight (28) days beyond the bid validity date (*Bid security should not be below*

*1%.and not exceeding 5% of bid price/estimated cost SPP Rule*

*37*). **13.2** Any bid not accompanied by an acceptable Bid Security shall be rejected by the Procuring Agency as non-responsive. **13.3** The bid securities of unsuccessful bidders will be returned upon award of contract to the successful bidder or on the expiry of validity of Bid Security whichever is earlier.

**13.4** The Bid Security of the successful bidder will be returned when the bidder has furnished the required Performance

Security, and signed the Contract Agreement (SPP Rule 37).

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

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

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

Sindh Public Procurement Regulatory Authority | [www.pprasindh.gov.pk](http://www.pprasindh.gov.pk) **14.5 Each bidder shall prepare Original and number of copies specified in the Bidding Data of the documents comprising the bid as described in IB.8 and clearly mark them –ORIGINAL|| and –COPY|| as appropriate. In the event of discrepancy between**

them, the original shall prevail. 14.6 The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign (in the case of copies, Photostats are also acceptable). This shall be indicated by submitting a written Power of Attorney authorising the signatory of the bidder to act for and on behalf of the bidder. All pages of the bid shall be initialed and official seal be affixed by the person or persons signing the bid. 14.7 The Bid shall be delivered in person or sent by registered mail at the address to Procuring Agency as given in Bidding Data.

#### **D. SUBMISSION OF BID**

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

15.1 Bids must be received by the Procuring Agency at the address/provided in Bidding Data not later than the time and date stipulated therein. 15.2 The inner and outer envelopes shall (a) be addressed to the Procuring Agency at the address provided in the Bidding Data; (b) bear the name and identification number of the Contract as defined in the Bidding and Contract Data; and (c) provide a warning not to open before the specified time and date for Bid opening as defined in the Bidding Data. (d) in addition to the identification required in 15.2, the inner envelopes shall indicate the name and address of the Bidder to enable the Bid to be returned unopened in case it is declared late. (e) If the outer envelope is not sealed and marked as above, the Procuring Agency will assume no responsibility for the misplacement or premature opening of the Bid. 15.3 Bids submitted through telegraph, telex, fax or e-mail shall not be considered. 15.4 Any bid received by the Procuring Agency after the deadline for submission prescribed in Bidding Data will be returned

unopened to such bidder. 15.5 Any bidder may modify or withdraw his bid after bid submission provided that the modification or written notice of withdrawal is received by the Procuring Agency prior to the deadline for submission of bids. 15.6 Withdrawal of a bid during the interval between the deadline for submission of bids and the expiration of the period of bid validity specified in the Form of Bid may result in forfeiture of the Bid Security pursuant to IB.13.5 (a).

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## **E. BID OPENING AND EVALUATION**

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

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

**16.2** The bidder's name, Bid Prices, any discount, the presence or absence of Bid Security, and such other details as the Procuring Agency at its discretion may consider appropriate, will be announced by the Procuring Agency at the bid opening. The Procuring Agency will record the minutes of the bid opening. Representatives of the bidders who choose to attend shall sign the attendance sheet. Any Bid Price or discount which is not read out and recorded at bid opening will not be taken into account in the evaluation of bid. **16.3** To assist in the examination, evaluation and comparison of Bids the Engineer/Procuring Agency may, at its discretion, ask the bidder for a clarification of its Bid. The request for clarification and the response shall be in writing and no change in the price or substance of the Bid shall be sought, offered or permitted (SPP Rule 43). **16.4 (a)** Prior to the detailed evaluation, pursuant to IB.16.7 to 16.9, the Engineer/Procuring Agency will

**determine the substantial responsiveness of each bid to the Bidding Documents. For purpose of these instructions, a substantially responsive bid is one which conforms to all the terms and conditions of the Bidding Documents without material deviations. It will include determining the requirements listed in Bidding Data. (b) Arithmetical errors will be rectified on the following basis: If there is a discrepancy between the unit price and total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between the words and figures the amount in words shall prevail. If there is a discrepancy between the Total Bid price entered in Form of Bid and the total shown in Schedule of Prices-Summary, the amount stated in the Form of Bid will be corrected by the Procuring Agency in accordance with the Corrected Schedule of Prices. If the bidder does not accept the corrected amount of Bid, his Bid will be rejected and his Bid Security forfeited. 16.5 A Bid determined as substantially non-responsive will be rejected and will not subsequently be made responsive by the bidder by correction of the non-conformity. 16.6 Any minor informality or non-conformity or irregularity in a Bid which does not constitute a material deviation (major deviation) may be waived by Procuring Agency,**

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**(A). Major (material) Deviations include:- (i) has been not properly signed; (ii) is not accompanied by the bid security of required amount and manner; (iii) stipulating price adjustment**

when fixed price bids were called for; (iv) failing to respond to specifications; (v) failing to comply with Mile-stones/Critical dates provided in Bidding Documents; (vi) sub-contracting contrary to the Conditions of Contract specified in Bidding Documents; (vii) refusing to bear important responsibilities and liabilities allocated in the Bidding Documents, such as performance guarantees and insurance coverage; (viii) taking exception to critical provisions such as applicable law, taxes and duties and dispute resolution procedures; (ix) a material deviation or reservation is one : (a) which affect in any substantial way the scope, quality or performance of the works; (b) adoption/rectification whereof would affect unfairly the competitive position of other bidders presenting substantially responsive bids.

(B) Minor Deviations Bids that offer deviations acceptable to the Procuring Agency and which can be assigned a monetary value may be considered substantially responsive at least as to the issue of fairness. This value would however be added as an adjustment for evaluation purposes only during the detailed evaluation process. 16.7 The Engineer/Procuring Agency will evaluate and compare only the bids previously determined to be substantially responsive pursuant to IB.16.4 to 16.6 as per requirements given hereunder. Bids will be evaluated for complete scope of works. The prices will be compared on the basis of the Evaluated Bid Price pursuant to IB.16.8 herein below.

**Technical Evaluation:** It will be examined in detail whether the works offered by the bidder complies with the Technical Provisions of the Bidding Documents. For this purpose, the bidder's data submitted with the bid in Schedule B to Bid will

be compared with technical features/criteria of the works detailed in the Technical Provisions. Other technical information submitted with the bid regarding the Scope of Work will also be reviewed. 16.8 Evaluated Bid Price In evaluating the bids, the Engineer/Procuring Agency will determine for each bid in addition to the Bid Price, the following factors (adjustments) in the manner and to the extent indicated below to determine the Evaluated Bid Price: (i) making any correction for arithmetic errors pursuant to IB.16.4 hereof.

Sindh Public Procurement Regulatory Authority | [www.pprasindh.gov.pk](http://www.pprasindh.gov.pk) (ii) discount, if any, offered by the bidders as also read out and recorded at the time of bid opening. (iii) excluding provisional sums and the provisions for contingencies in the Bill of Quantities if any, but including Day work, where priced competitively.

IB.17 Process to be Confidential 17.1 Subject to IB.16.3 heretofore, no bidder shall contact Engineer/Procuring Agency on any matter relating to its Bid from the time of the Bid opening to the time the bid evaluation result is announced by the Procuring Agency. The evaluation result shall be announced at least seven (07) days prior to award of Contract (SPP Rule 45). The announcement to all bidders will include table(s) comprising read out prices, discounted prices, price adjustments made, final evaluated prices and recommendations against all the bids evaluated. 17.2 Any effort by a bidder to influence Engineer/Procuring Agency in the Bid evaluation, Bid comparison or Contract Award decisions may result in the rejection of his Bid. Whereas any bidder feeling aggrieved, may lodge a written complaint to Complaint Redressal Committee as per terms and conditions mentioned in

**SPP Rules 31 & 32. However, mere fact of lodging a complaint shall not warrant suspension of procurement process. 17.3 Bidders may be excluded if involved in “Corrupt and Fraudulent Practices” means either one or any combination of the practices given below SPP Rule 2(q); (i) —Coercive Practice|| means any impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence the actions of a party to achieve a wrongful gain or to cause a wrongful loss to another party; (ii) —Collusive Practice|| means any arrangement between two or more parties to the procurement process or contract execution, designed to achieve with or without the knowledge of the procuring agency to establish prices at artificial, noncompetitive levels for any wrongful gain; (iii) “Corrupt Practice” means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful gain; (iv) —Fraudulent Practice” means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation; (v) “Obstructive Practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract or deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements before investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; or threatening, harassing or intimidating any party to prevent it from disclosing its**

knowledge of matters relevant to the investigation or from pursuing the investigation, or acts intended to materially impede the exercise of inspection and audit rights provided for under the Rules.

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## **F. AWARD OF CONTRACT**

**IB.18. Post Qualification 18.1** The Procuring Agency, at any stage of the bid evaluation, having credible reasons for or *prima facie* evidence of any defect in contractor's capacities, may require the contractors to provide information concerning their professional, technical, financial, legal or managerial competence whether already pre-qualified or not: Provided, that such qualification shall only be laid down after recording reasons therefore in writing. They shall form part of the records of that bid evaluation report. **18.2** The determination will take into account the bidder's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the bidders' qualifications submitted under B.11, as well as such other information required in the Bidding Documents.

**IB.19 Award Criteria & Procuring Agency's Right 19.1** Subject to IB.19.2, the Procuring Agency will award the Contract to the bidder whose bid has been determined to be substantially responsive to the Bidding Documents and who has offered the lowest evaluated Bid Price, provided that such bidder has been determined to be qualified to satisfactorily perform the Contract in accordance with the provisions of the IB.18. **19.2** Notwithstanding IB.19.1, the Procuring Agency reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of Contract,

without thereby incurring any liability to the affected bidders or any obligation to inform the affected bidders of the grounds for the Procuring Agency's action except that the grounds for its rejection of all bids shall upon request be communicated, to any bidder who submitted a bid, without justification of the grounds. Notice of the rejection of all the bids shall be given promptly to all the bidders (SPP Rule 25).

#### **IB.20 Notification of Award & Signing of Contract Agreement**

**20.1** Prior to expiration of the period of bid validity prescribed

by the Procuring Agency, the Procuring Agency will notify the successful bidder in writing (—Letter of Acceptance||) that his bid has been accepted (SPP Rule 49).

**20.2** Within seven (07)

days from the date of furnishing of acceptable Performance

Security under the Conditions of Contract, the Procuring

Agency will send the successful bidder the Form of Contract

Agreement provided in the Bidding Documents, incorporating

all agreements between the parties. **20.3** The formal Agreement

between the Procuring Agency and the successful bidder duly

stamped at rate of ----% of bid price(updated from time to time)

stated in Letter of Acceptance shall be executed within seven

(07) days of the receipt of Form of Contract Agreement by the

successful bidder from the Procuring Agency.

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#### **IB.21 Performance Security 21.1** The successful bidder shall

furnish to the Procuring Agency a Performance Security in the

form and the amount stipulated in the Conditions of Contract

within a period of fourteen (14) days after the receipt of Letter

of Acceptance (SPP 39). **21.2** Failure of the successful bidder to

comply with the requirements of Sub-Clauses IB.20.2 & 20.3 or

21.1 or Clause IB.22 shall constitute sufficient grounds for the

**annulment of the award and forfeiture of the Bid Security.**

**21.3 Publication of Award of Contract: within seven days of the award of contract, the procuring**

**shall publish on the website of the authority and on its own website, if such a website exists, the**

**results of the bidding process, identifying the bid through**

**procurement identifying Number if any**

**and the following information:**

**(1) Evaluation Report;**

**(2) Form of Contract and letter of Award;**

**(3) Bill of Quantities or Schedule of Requirements. (SPP Rule 50)**

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

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

**Instructions to Bidders**

**Clause Reference 1.1 Name of Procuring Agency**

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**\_\_\_\_\_ (Insert name of the Procuring Agency)**

## Brief Description of Works

\_\_\_\_\_ 5.1 (a)

Procuring Agency's address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ *(Insert address of the Procuring Agency with telex/fax)* (b) Engineer's address:

\_\_\_\_\_  
\_\_\_\_\_ *(Insert name and address of the Engineer, if any, with telex/fax.)* 10.3 Bid shall be quoted entirely in Pak. Rupees. The payment shall be made in Pak. Rupees. 11.2 The bidder has the financial, technical and constructional capability necessary to perform the Contract as follows: *(Insert required capabilities and documents)*

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

Sindh Public Procurement Regulatory Authority | [www.pprasindh.gov.pk](http://www.pprasindh.gov.pk) 12.1 (a) A detailed description of the Works, essential technical and performance characteristics. (b) Complete set of technical information, description data, literature and drawings as required in accordance with Schedule B to Bid, Specific Works Data. This will include but not be limited to a sufficient number of drawings, photographs, catalogues, illustrations and such other information as is necessary to illustrate clearly the significant characteristics such as general construction

dimensions and other relevant information about the works to be performed. 13.1 Amount of Bid Security

\_\_\_\_\_ (Fill in lump sum amount or in % age of bid amount /estimated cost, but not below 1% and not exceeding 5%) 14.1 Period of Bid Validity

\_\_\_\_\_ (Fill in "number of days" not exceeding 90) 14.4 Number of Copies of the Bid to be submitted: One original plus \_\_\_\_\_ copies. 14.6 (a) Procuring Agency's Address for the Purpose of Bid Submission

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

15.1 Deadline for Submission of Bids Time: \_\_\_\_\_ AM/PM on \_\_\_\_\_.

16.1 Venue, Time, and Date of Bid Opening

Venue: \_\_\_\_\_ Time: \_\_\_\_\_ Date: \_\_\_\_\_ 16.4

Responsiveness of Bids (i) Bid is valid till required period,

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are firm during currency of contract/Price adjustment; (iii)

Completion period offered is within specified limits, (iv) Bidder

is eligible to Bid and possesses the requisite experience,

capability and qualification. (v) Bid does not deviate from basic

technical requirements and (vi) Bids are generally in order, etc.

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

either of them) (a) Fixed Price contract: In these contracts no

escalation will be provided during currency of the contract and

normally period of completion of these works is upto 12

months. (b) Price adjustment contract: In these contracts escalation will be paid only on those items and in the manner as notified by Finance Department, Government of Sindh, after bid opening during currency of the contract.

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## FORM OF BID AND SCHEDULES TO BID

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### FORM OF BID (LETTER OF OFFER) Bid Reference No.

\_\_\_\_\_

\_\_\_\_\_

*(Name of Works)* To: \_\_\_\_\_

\_\_\_\_\_ Gentlemen,

1. Having examined the Bidding Documents including Instructions to Bidders, Bidding Data, Conditions of Contract, Contract Data, Specifications, Drawings, if any, Schedule of Prices and Addenda Nos. \_\_\_\_\_ for the execution of the above-named works, we, the undersigned, being a company doing business under the name of and address

\_\_\_\_\_ and being duly incorporated under the laws of Pakistan hereby offer to execute and complete such works and remedy any defects therein in conformity with the said Documents including Addenda thereto for the Total Bid Price of Rs \_\_\_\_\_ (Rupees \_\_\_\_\_) or such other sum as may be ascertained in accordance with the said Documents.

2. We understand that all the Schedules attached hereto form part of this Bid. 3. As security for due performance of the undertakings and obligations of this Bid, we submit herewith a

**Bid Security in the amount of \_\_\_\_\_ drawn in your favour or made payable to you and valid for a period of twenty eight (28) days beyond the period of validity of Bid. 4. We undertake, if our Bid is accepted, to commence the Works and to deliver and complete the Works comprised in the Contract within the time(s) stated in Contract Data. 5. We agree to abide by this Bid for the period of \_\_\_\_ days from the date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiration of that period. 6. Unless and until a formal Agreement is prepared and executed, this Bid, together with your written acceptance thereof, shall constitute a binding contract between us. 7. We undertake, if our Bid is accepted, to execute the Performance Security**

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**8. We understand that you are not bound to accept the lowest or any bid you may receive. 9. We do hereby declare that the Bid is made without any collusion, comparison of figures or arrangement with any other person or persons making a bid for the Works. Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20**

**Signature \_\_\_\_\_ in the capacity of \_\_\_\_\_ duly authorized to sign bid for and on behalf of**

\_\_\_\_\_  
***(Name of Bidder in Block Capitals)***

***(Seal) Address***

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Witness: (Signature)\_\_\_\_\_**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

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### **[SCHEDULES TO BID INCLUDE THE FOLLOWING:**

- Σχηδουλε Α το Βιδ: Σχηδουλε οφ Πριχεσ
- Σχηδουλε Β το Βιδ: Σπεχιφιχ Ωορκσ Δατα
- Σχηδουλε Χ το Βιδ: Ωορκσ το βε Περφορμεδ βψ Συβχοντραχτορ σ
- Σχηδουλε Δ το Βιδ: Προποσεδ Προγραμ οφ Ωορκσ
- Σχηδουλε Ε το Βιδ: Μετηοδ οφ Περφορμινγ Ωορκσ
- Σχηδουλε Φ το Βιδ: Ιντεγριτυ Παχτ]

Σινδη Πυβλιχ Προχυρεμεντ Ρεγυλατορψ Αυτηοριτυ | [www.pprasindh.gov.pk](http://www.pprasindh.gov.pk)

### **ΣΧΗΕΔΥΛΕ – A TO BID**

#### **SCHEDULE OF PRICES**

<b>Sr. No.</b>	<b>Page No.</b>	<b>1. Preamble to Schedule of Prices.....</b>	<b>24</b>
		<b>2. Schedule of Prices.....</b>	<b>26</b>

**\*(a) Summary of Bid Prices**  
**\*(b) Detailed Schedule of Prices /Bill of Quantities (BOQ)**  
***[To be prepared by the Engineer/Procuring Agency]***

#### **SCHEDULE - A TO BID**

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### **PREAMBLE TO SCHEDULE OF PRICES**

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

**2. Description**  
**2.1** The general directions and descriptions of

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

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

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

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

#### **SCHEDULE - A TO BID**

Sindh Public Procurement Regulatory Authority | [www.pprasindh.gov.pk](http://www.pprasindh.gov.pk) **no items are provided, the cost shall be deemed to be distributed among the rates and prices entered for the related items of the Works and**

no separate payment will be made for those items. The rates, prices and amounts shall be entered against each item in the Schedule of Prices. Any item against which no rate or price is entered by the bidder will not be paid for by the Procuring Agency when executed and shall be deemed covered by the rates and prices for other items in the Schedule of Prices. 4.5

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

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

5. Bid Prices 5.1 Break-up of Bid Prices The various elements of Bid Prices shall be quoted as detailed by the Procuring Agency in the format of Schedule of Prices. The bidder shall recognize such elements of the costs which he expects to incur the performance of the Works and shall include all such costs in the rates and amounts entered in the Schedule of Prices. 5.2 Total Bid Price The total of bid prices in the Schedule of Prices shall be entered in the Summary of Bid Prices.

6. Provisional Sums and Day work 6.1 Provisional Sums included and so designated in the Schedule of Prices if any, shall be expended in whole or in part at the direction and discretion of the Engineer/Procuring Agency. The Contractor

will only receive payment in respect of Provisional Sums, if he has been instructed by the Engineer/Procuring Agency to utilize such sums. 6.2 Day work rates in the contractor's bid are to be used for small additional amounts of work and only when the Engineer have given written instructions in advance for additional work to be paid for in that way.

**SCHEDULE - A TO BID**

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

**Bill**

**No.**

**Description Total Amount (Rs) 1. 2 3 4 5 1. 2. 3. 4. 1. 2. 3. 4. 5. 6.**

**(A) Building Work Civil works Internal sanitary and water supply Electrification External Development works**

**Miscellaneous Items**

**(B) Road Work. Earthwork Hard Crust and Surface Treatment**

**Culverts and Bridges Miscellaneous Items (C) Public Health**

**Engineering Works. Earthwork Subsurface Drains Pipe Laying and Man holes Tube wells, Pump houses Compound wall**

**Miscellaneous Items Total Bid Price (The amount to be entered in Paragraph 1 of the Form of Bid) (In words).**

**SCHEDULE - A TO BID**

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**SCHEDULE OF PRICES**

**Item**

**No.**

**Description Quantity Unit Rate(Rs) Total Amount (Rs) 1. 2. 3. 1.**

**2. 3. 1. 2. 3. 1. 2. 3. 1. 2. 3.**

**I. (Civil works)**

**II. Internal sanitary and water**

supply.

**III. Electrification.**

**IV. External Development works.**

**V. Miscellaneous Items Total (*to be carried to Summary of Bid Price*)**

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

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## **SCHEDULE - B TO BID**

### **\*SPECIFIC WORKS DATA**

*(To be prepared and incorporated by the Procuring Agency)*

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

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## **SCHEDULE – C TO BID**

**WORKS TO BE PERFORMED BY SUBCONTRACTORS\*** The bidder will do the work with his own forces except the work listed below which he intends to sub-contract. Items of Works Name and address of Statement of similar to be Sub-Contracted Sub-Contractors works previously executed. *(attach evidence)*

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

*In case Procuring Agency decides to allow subcontracting then following*

*conditions shall be complied with: 1. No change of Sub-Contractors shall be made by the bidder without prior approval*

**of the Procuring Agency. 2. The truthfulness and accuracy of the statement as to the experience of SubContractors is guaranteed by the bidder. The Procuring Agency's judgment shall be final as to the evaluation of the experience of Sub-Contractors submitted by the bidder. 3. Statement of similar works shall include description, location & value of works, year completed and name & address of the clients.**

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#### **SCHEDULE – D TO BID**

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

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#### **SCHEDULE – E TO BID**

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

- Τησ σελθενχε ανδ μετηοδσ ιν ωηιχη ηε προποσεσ το χαρρη ουτ τηε Ωορκσ, ινχλυδινη τηε νυμβερ οφ σηιφτσ περ δαψ ανδ ηουρσ περ σηιφτ, ηε εξπεχτσ το ωορκ.

- Α λιστ οφ αλλ μαφορ ιτεμσ οφ χονστρυχτιον ανδ πλαντ ερεχτιον, τοολσ ανδ πεηιχλεσ προποσεδ το βε υσεδ ιν δελιπερινγ/χαρρσι νγ ουτ τηε ωορκσ ατ σιτε.
- Τηε προχεδυρε φορ ινσταλλατιον οφ εθυιπμεντ ανδ τρανσπορτατιον οφ εθυιπμεντ ανδ ματεριαλσ το τηε σιτε.
- Οργανισατιον χηαρτ ινδιχατινγ ηεαδ οφφιχε & φιελδ οφφιχε περσοννελ ινπολπεδ ιν μαναγεμεντ, συπερπισιον ανδ ενγινεερινγ οφ τηε Ωορκσ το βε δονε υνδερ τηε Χοντραχτ.

Σινδη Πυβλιχ Προχυρεμεντ Ρεγυλατορσ Αυτηοριτυ | ωωω.ππρασινδη.γοσ.πικ

**ΣΧΗΕΔΥΛΕ - F TO BID**

**(INTEGRITY PACT)**

**DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC**

**PAYABLE BY CONTRACTORS**

**(FOR CONTRACTS WORTH RS. 10.00 MILLION OR MORE)**

Contract No. \_\_\_\_\_ Dated \_\_\_\_\_

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

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

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

Without limiting the generality of the foregoing, [name of Contractor] represents and warrants that it has fully declared the brokerage, commission, fees etc. paid or payable to

anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from, from Procuring Agency (PA) except that which has been expressly declared pursuant hereto.

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

[name of Contractor] accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as

aforesaid shall, without prejudice to any other rights and remedies available to PA under any law, contract or other instrument, be voidable at the option of PA.

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

.....  
[Procuring Agency] [Contractor]

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## CONDITIONS OF CONTRACT

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## **CONDITIONS OF CONTRACT**

**1. GENERAL PROVISIONS** 1.1 Definitions In the Contract as defined below, the words and expressions defined shall have the following meanings assigned to them, except where the context requires otherwise:

**The Contract** 1.1.1 –Contract|| means the Contract Agreement and the other documents listed in the Contract Data. 1.1.2

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

**Persons** 1.1.4 –Procuring Agency|| means the person named in the Contract Data and the legal successors in title to this person, but not (except with the consent of the Contractor) any assignee. 1.1.5 –Contractor|| means the person named in the

Contract Data and the legal successors in title to this person,

but not (except with the consent of the Procuring Agency) any assignee. 1.1.6 –Party|| means either the Procuring Agency or the Contractor.

Dates, Times and Periods 1.1.7 –Commencement Date|| means the date fourteen (14) days after the date the Contract comes into effect or any other date named in the Contract Data. 1.1.8

–Day|| means a calendar day 1.1.9 –Time for Completion|| means the time for completing the Works as stated in the Contract Data (or as extended under Sub-Clause 7.3), calculated from the Commencement Date.

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

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Other Definitions 1.1.11 –Contractor’s Equipment|| means all machinery, apparatus and other things required for the execution of the Works but does not include Materials or Plant intended to form part of the Works. 1.1.12 –Country|| means

the Islamic Republic of Pakistan. 1.1.13 –Procuring Agency’s Risks|| means those matters listed in Sub-Clause 6.1. 1.1.14

–Force Majeure|| means an event or circumstance which makes performance of a Party’s obligations illegal or impracticable and which is beyond that Party’s reasonable control. 1.1.15

–Materials|| means things of all kinds (other than Plant) to be supplied and incorporated in the Works by the Contractor.

1.1.16 –Plant|| means the machinery and apparatus intended to form or forming part of the Works. 1.1.17 –Site|| means the places provided by the Procuring Agency where the Works are

to be executed, and any other places specified in the Contract as forming part of the Site. 1.1.18 –Variation|| means a change which is instructed by the Engineer/Procuring Agency under Sub-Clause 10.1. 1.1.19 \_Works|| means any or all the works whether Supply, Installation, Construction etc. and design (if any) to be performed by the Contractor including temporary works and any variation thereof. 1.1.20 –Engineer|| means the person notified by the Procuring Agency to act as Engineer for the purpose of the Contract and named as such in Contract Data. 1.2 Interpretation Words importing persons or parties shall include firms and organisations. Words importing singular or one gender shall include plural or the other gender where the context requires. 1.3 Priority of Documents The documents forming the Contract are to be taken as mutually explanatory of one another. If an ambiguity or discrepancy is found in the documents, the priority of the documents shall be in accordance with the order as listed in the Contract Data.

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1.4 Law The law of the Contract is the relevant Law of Islamic Republic of Pakistan. 1.5 Communications All Communications related to the Contract shall be in English language. 1.6 Statutory Obligations The Contractor shall comply with the Laws of Islamic Republic of Pakistan and shall give all notices and pay all fees and other charges in respect of the Works.

2. THE PROCURING AGENCY 2.1 Provision of Site The Procuring Agency shall provide the Site and right of access thereto at the times stated in the Contract Data.

Site Investigation Reports are those that were included in the bidding documents and are factual and interpretative reports about the surface and subsurface conditions at the Site. 2.2

**Permits etc. The Procuring Agency shall, if requested by the Contractor, assist him in applying for permits, licences or approvals which are required for the Works. 2.3**

**Engineer's/Procuring Agency's Instructions The Contractor shall comply with all instructions given by the Procuring Agency or the Engineer, if notified by the Procuring Agency, in respect of the Works including the suspension of all or part of the works. 2.4 Approvals No approval or consent or absence of comment by the Engineer/Procuring Agency shall affect the Contractor's obligations.**

### **3. ENGINEER'S/PROCURING AGENCY'S REPRESENTATIVES 3.1**

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

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

**4. THE CONTRACTOR 4.1 General Obligations The Contractor shall carry out the works properly and in accordance with the Contract. The Contractor shall provide all supervision, labour, Materials, Plant and Contractor's Equipment which may be required 4.2 Contractor's Representative The Contractor shall**

appoint a representative at site on full time basis to supervise the execution of work and to receive instructions on behalf of the Contractor but only after obtaining the consent of the Procuring Agency for such appointment which consent shall not be withheld without plausible reason(s) by the Procuring Agency. Such authorized representative may be substituted/ replaced by the Contractor at any time during the Contract Period but only after obtaining the consent of the Procuring Agency as aforesaid. 4.3 Subcontracting The Contractor shall not subcontract the whole of the works. The Contractor shall not subcontract any part of the works without the consent of the Procuring Agency. 4.4 Performance Security The Contractor shall furnish to the Procuring Agency within fourteen (14) days after receipt of Letter of Acceptance a Performance Security at the option of the bidder, in the form of Payee's order /Bank Draft or Bank Guarantee from scheduled bank for the amount and validity specified in Contract Data.

**5. DESIGN BY CONTRACTOR** 5.1 Contractor's Design The Contractor shall carry out design to the extent specified, as referred to in the Contract Data. The Contractor shall promptly submit to the Engineer/Procuring Agency all designs prepared by him, within fourteen (14) days of receipt the Engineer/Procuring Agency shall notify any comments or, if the design submitted is not in accordance with the Contract, shall reject it stating the reasons. The

Sindh Public Procurement Regulatory Authority | [www.pprasindh.gov.pk](http://www.pprasindh.gov.pk) **Contractor** shall not construct any element of the works designed by him within fourteen (14) days after the design has been submitted to the Engineer/Procuring Agency or which has been rejected. Design that has been rejected shall be promptly amended and

resubmitted. The Contractor shall resubmit all designs commented on taking these comments into account as necessary. 5.2 Responsibility for Design The Contractor shall remain responsible for his bided design and the design under this Clause, both of which shall be fit for the intended purposes defined in the Contract and he shall also remain responsible for any infringement of any patent or copyright in respect of the same. The Engineer/Procuring Agency shall be responsible for the Specifications and Drawings.

**6. PROCURING AGENCY'S RISKS 6.1 The Procuring Agency's Risks** The Procuring Agency's Risks are:- a) war, hostilities (whether war be declared or not), invasion, act of foreign enemies, within the Country; b) rebellion, terrorism, revolution, insurrection, military or usurped power, or civil war, within the Country; c) riot, commotion or disorder by persons other than the Contractor's personnel and other employees including the personnel and employees of SubContractors, affecting the Site and/or the Works; d) ionising radiations, or contamination by radio-activity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radio-active toxic explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component of such an assembly, except to the extent to which the Contractor/Sub-Contractors may be responsible for the use of any radio-active material; e) Pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds; f) use or occupation by the Procuring Agency of any part of the Works, except as may be specified in the Contract; g) late handing over of sites, anomalies in drawings, late delivery of designs and drawings of any part of the Works by the Procuring

**Agency's personnel or by others for whom the Procuring Agency is responsible; h) a suspension under Sub-Clause 2.3 unless it is attributable to the Contractor's failure; and**

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

## **7. TIME FOR COMPLETION 7.1 Execution of the Works**

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

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

**7.3 Extension of Time The Contractor shall, within such time as may be reasonable under the circumstances, notify the Procuring Agency/Engineer of any event(s) falling within the scope of Sub-Clause 6.1 or 10.3 of these Conditions of Contract and request the Procuring**

**Agency/Engineer for a reasonable extension in the time for the completion of works. Subject to the aforesaid, the Procuring Agency/Engineer shall determine such reasonable extension in the time for the completion of works as may be justified in the light of the details/particulars supplied by the Contractor in connection with the such determination by the Procuring**

**Agency/Engineer within such period as may be prescribed by the Procuring Agency/Engineer for the same; and the Procuring Agency may extend the time for completion as determined.**

**7.4 Late Completion If the Contractor fails to complete the Works**

within the Time for Completion, the Contractor's only liability to the Procuring Agency for such failure shall be to pay the amount as liquidity damages stated in the Contract Data for each day for which he fails to complete the Works. **8. TAKING-OVER**

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

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

**9. REMEDYING DEFECTS**

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

within a reasonable time shall entitle the Procuring Agency to carry out all necessary works at the Contractor's cost. However, the cost of remedying defects not attributable to the Contractor shall be valued as a Variation. 9.2 Uncovering and Testing The Engineer/Procuring Agency may give instruction as to the uncovering and/or testing of any work. Unless as a result of an uncovering and/or testing it is established that the Contractor's design, materials, plant or workmanship are not in accordance with the Contract, the Contractor shall be paid for such uncovering and/or testing as a Variation in accordance with Sub-Clause 10.2.

**10. VARIATIONS AND CLAIMS 10.1 Right to Vary** The Procuring Agency/Engineer may issue Variation Order(s) in writing. Where for any reason it has not been possible for the Procuring Agency/Engineer to issue such Variations Order(s), the Contractor may confirm any verbal orders given by the Procuring Agency/Engineer in writing and if the same are not refuted/denied by the Procuring Agency/Engineer within ten (10) days of the receipt of such confirmation the same shall be deemed to be a Variation Orders for the purposes of this Sub-Clause.

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which the Contractor shall keep records of hours of labour and Contractor's Equipment, and of Materials, used. 10.3 Changes in the Quantities. a) If the final quantity of the work done differs from the quantity in the Bill of Quantities for the particular item by more than 25 percent, provided the change exceeds 1 percent of the Initial Contract Price, the Procuring Agency/Engineer shall adjust the rate to allow for the change and will be valued as per sub clause 10.2. b) The Engineer shall not adjust rates from changes in quantities if thereby the Initial Contract Price is exceeded by more than 15 percent, except with the prior approval of the Procuring Agency. c) If requested by the Engineer, the contractor shall provide the Engineer with a detailed cost breakdown of any rate in the Bill of Quantities.

10.4 Early Warning The Contractor shall notify the Engineer/Procuring Agency in writing as soon as he is aware of any circumstance which may delay or disrupt the Works, or which may give rise to a claim for additional payment. To the extent of the Contractor's failure to notify, which results to the Engineer/Procuring Agency being unable to keep all relevant records or not taking steps to minimise any delay, disruption, or Cost, or the value of any Variation, the Contractor's entitlement to extension of the Time for Completion or additional payment shall be reduced/rejected. 10.5 Valuation of Claims If the Contractor incurs Cost as a result of any of the Procuring Agency's Risks, the Contractor shall be entitled to the amount of such Cost. If as a result of any

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**Procuring Agency's Risk, it is necessary to change the Works, this shall be dealt with as a Variation subject to Contractor's notification for intention of claim to the Engineer/Procuring Agency within**

fourteen (14) days of the occurrence of cause. 10.6 Variation and Claim Procedure The Contractor shall submit to the Engineer/Procuring Agency an itemised detailed breakdown of the value of variations and claims within twenty eight (28) days of the instruction or of the event giving rise to the claim. The Engineer/Procuring Agency shall check and if possible agree the value. In the absence of agreement, the Procuring Agency shall determine the value.

**11. CONTRACT PRICE AND PAYMENT** 11.1 (a) Terms of Payments The amount due to the Contractor under any Interim Payment Certificate issued by the Engineer pursuant to this Clause, or to any other terms of the Contract, shall , subject to Clause 11.3, be paid by the Procuring Agency to the Contractor within 30 days after such Interim Payment Certificate has been jointly verified by Procuring Agency and Contractor, or, in the case of the Final Certificate referred to in Sub Clause 11.5, within 60days after such Final Payment Certificate has been jointly verified by Procuring Agency and Contractor; Provided that the Interim Payment shall be caused in thirty (30) days and Final Payment in 60 days in case of foreign funded project. In the event of the failure of the Procuring Agency to make payment within 90 days then Procuring Agency shall pay to the Contractor compensation at the 28 days rate of KIBOR+2% per annum in local currency and LIBOR+1% for foreign currency, upon all sums unpaid from the date by which the same should have been paid. (b) Valuation of the Works The Works shall be valued as provided for in the Contract Data, subject to Clause 10. 11.2 Monthly Statements The Contractor shall be entitled to be paid at monthly intervals: a) the value of the Works executed less to the cumulative amount paid previously; and b)

value of secured advance on the materials and valuation of variations (if any). The Contractor shall submit each month to the Engineer/Procuring Agency a statement showing the amounts to which he considers himself entitled.

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**11.3 Interim Payments** Within a period not exceeding seven (07) days from the date of submission of a statement for interim payment by the Contractor, the Engineer shall verify the same and within a period not exceeding thirty (30/60) days from the said date of submission by the Contractor, the Procuring Agency shall pay to the Contractor the sum subject to adjustment for deduction of the advance payments and retention money. **11.4 Retention** Retention money shall be paid by the Procuring Agency to the Contractor within fourteen (14) days after either the expiry of the period stated in the Contract Data, or the remedying of notified defects, or the completion of outstanding work, all as referred to in Sub-Clause 9.1, whichever is the later. **11.5 Final Payment** Within twenty one (21) days from the date of issuance of the Maintenance Certificate the Contractor shall submit a final account to the Engineer to verify and the Engineer shall verify the same within fourteen (14) days from the date of submission and forward the same to the Procuring Agency together with any documentation reasonably required to enable the Procuring Agency to ascertain the final contract value. Within sixty (60) days from the date of receipt of the verified final account from the Engineer, the Procuring Agency shall pay to the Contractor any amount due to the Contractor. While making such payment the Procuring Agency may, for reasons to be given to the Contractor in writing, withhold any part or parts of the verified amount. **11.6 Currency Payment**

shall be in the currency stated in the Contract Data.

**12. DEFAULT**  
**12.1 Defaults by Contractor** If the Contractor abandons the Works, refuses or fails to comply with a valid instruction of the Engineer/Procuring Agency or fails to proceed expeditiously and without delay, or is, despite a written complaint, in breach of the Contract, the Procuring Agency may give notice referring to this Sub-Clause and stating the default. If the Contractor has not taken all practicable steps to remedy the default within fourteen (14) days after receipt of the Procuring Agency's notice, the Procuring Agency may by a second notice given within a further twenty one (21) days, terminate the Contract. The Contractor shall then demobilize from the Site leaving behind any Contractor's Equipment which the Procuring Agency instructs, in the second notice, to be used for the completion of the Works at the risk and cost of the Contractor.

Sindh Public Procurement Regulatory Authority | [www.pprasindh.gov.pk](http://www.pprasindh.gov.pk) **12.2 Defaults by Procuring Agency** If the Procuring Agency fails to pay in accordance with the Contract, or is, despite a written complaint, in breach of the Contract, the Contractor may give notice referring to this Sub-Clause and stating the default. If the default is not remedied within fourteen (14) days after the Procuring Agency's receipt of this notice, the Contractor may suspend the execution of all or parts of the Works. If the default is not remedied within twenty eight (28) days after the Procuring Agency's receipt of the Contractor's notice, the Contractor may by a second notice given within a further twenty one (21) days, terminate the Contract. The Contractor shall then demobilise from the Site.

**12.3 Insolvency** If a Party is declared insolvent under any applicable law, the other Party

may by notice terminate the Contract immediately. The Contractor shall then demobilise from the site leaving behind, in the case of the Contractor's insolvency, any Contractor's Equipment which the Procuring Agency instructs in the notice is to be used for the completion of the Works. 12.4 Payment upon Termination After termination, the Contractor shall be entitled to payment of the unpaid balance of the value of the works executed and of the Materials and Plant reasonably delivered to the site, adjusted by the following: a) any sums to which the Contractor is entitled under Sub-Clause 10.4, b) any sums to which the Procuring Agency is entitled, c) if the Procuring Agency has terminated under Sub-Clause 12.1 or 12.3, the Procuring Agency shall be entitled to a sum equivalent to twenty percent (20%) of the value of parts of the Works not executed at the date of the termination, and d) if the Contractor has terminated under Sub-Clause 12.2 or 12.3, the Contractor shall be entitled to the cost of his demobilisation together with a sum equivalent to ten percent (10%) of the value of parts of the works not executed at the date of termination. The net balance due shall be paid or repaid within twenty eight (28) days of the notice of termination.

**13. RISKS AND RESPONSIBILITIES** 13.1 Contractor's Care of the Works Subject to Sub-Clause 9.1, the Contractor shall take full responsibility for the care

Sindh Public Procurement Regulatory Authority | [www.pprasindh.gov.pk](http://www.pprasindh.gov.pk) of the Works from the Commencement Date until the date of the Procuring Agency's/Engineer's issuance of Certificate of Completion under Sub-Clause 8.2. Responsibility shall then pass to the Procuring Agency. If any loss or damage happens to the Works during the above period, the Contractor shall rectify such loss

or damage so that the Works conform with the Contract. Unless the loss or damage happens as a result of any of the Procuring Agency's Risks, the Contractor shall indemnify the Procuring Agency, or his agents against all claims loss, damage and expense arising out of the Works. 13.2 Force Majeure If Force Majeure occurs, the Contractor shall notify the Engineer/Procuring Agency immediately. If necessary, the Contractor may suspend the execution of the Works and, to the extent agreed with the Procuring Agency demobilize the Contractor's Equipment. If the event continues for a period of eighty four (84) days, either Party may then give notice of termination which shall take effect twenty eight (28) days after the giving of the notice. After termination, the Contractor shall be entitled to payment of the unpaid balance of the value of the Works executed and of the Materials and Plant reasonably delivered to the Site, adjusted by the following: a) any sums to which the Contractor is entitled under Sub-Clause 10.4, b) the cost of his demobilization, and c) less any sums to which the Procuring Agency is entitled. The net balance due shall be paid or repaid within thirty five (35) days of the notice of termination.

**14. INSURANCE** 14.1 Arrangements The Contractor shall, prior to commencing the Works, effect insurances of the types, in the amounts and naming as insured the persons stipulated in the Contract Data except for items (a) to (e) and (i) of the Procuring Agency's Risks under SubClause 6.1. The policies shall be issued by insurers and in terms approved by the Procuring Agency. The Contractor shall provide the Engineer/Procuring Agency with evidence that any required policy is in force and that the premiums have been paid. 14.2 Default If the Contractor fails to

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

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**15. RESOLUTION OF DISPUTES**

**15.1 Engineer's Decision** If a dispute of any kind whatsoever arises between the Procuring Agency and the Contractor in connection with the works, the matter in dispute shall, in the first place, be referred in writing to the Engineer, with a copy to the other party. Such reference shall state that it is made pursuant to this Clause. No later than the twenty eight (28) days after the day on which he received such reference, the Engineer shall give notice of his decision to the Procuring Agency (Superintending Engineer) and the Contractor. Unless the Contract has already been repudiated or terminated, the Contractor shall, in every case, continue to proceed with the work with all due diligence, and the Contractor and the Procuring Agency (Superintending Engineer) shall give effect forthwith to every such decision of the Engineer unless and until the same shall be revised, as hereinafter provided in an arbitral award.

**15.2 Notice of Dissatisfaction** If a Party is dissatisfied with the decision of the Engineer of consultant or if no decision is given within the time set out in Sub-Clause 15.1 here above, the Party may give notice of dissatisfaction referring to this Sub-Clause within fourteen (14) days of receipt of the decision or the expiry of the time for

**the decision. If no notice of dissatisfaction is given within the specified time, the decision shall be final and binding on the Parties. If notice of dissatisfaction is given within the specified time, the decision shall be binding on the Parties who shall give effect to it without delay unless and until the decision of the Engineer is revised by an arbitrator. If a contractor is dissatisfied with the decision of the Engineer of the department or decision is not given in time then he can approach Superintending Engineer within 14 days, in case of dissatisfaction with decision of Superintending Engineer or not decided within 28 days, then arbitration process would be adopted as per clause 15.3. 15.3 Arbitration A dispute which has been the subject of a notice of dissatisfaction shall be finally settled as per provisions of Arbitration Act 1940 (Act No. X of 1940) and Rules made there under and any statutory modifications thereto. Any hearing shall be held at the place specified in the Contract Data and in the language referred to in Sub-Clause 1.5.**

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

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

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## **CONTRACT DATA**

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

**Sub-Clauses of**

**Conditions of Contract 1.1.3 Procuring Agency's Drawings, if any**

*(To be listed by the Procuring Agency)*

**1.1.4 The Procuring Agency means**

\_\_\_\_\_

\_\_\_\_\_

**1.1.5 The Contractor means**

\_\_\_\_\_

**1.1.7 Commencement Date means the date of issue of Engineer's Notice to Commence which shall be issued within fourteen (14) days of the signing of the Contract Agreement. 1.1.9 Time for Completion \_\_\_\_\_ days**

*(The time for completion of the whole of the Works should be assessed by the Procuring Agency)*

**1.1.20 Engineer (mention the name along**

with the designation including whether he belongs to department or consultant) and other details

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

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

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2.1 Provision of Site: On the Commencement Date 3.1 Authorized person: \_\_\_\_\_

3.2 Name and address of Engineer's/Procuring Agency's representative \_\_\_\_\_

4.4 Performance Security: Amount \_\_\_\_\_ Validity \_\_\_\_\_

*(Form: As provided under Standard Forms of these Documents)*

5.1 Requirements for Contractor's design (if any): Specification Clause No's \_\_\_\_\_ 7.2 Programme:

Time for submission: Within fourteen (14) days\* of the Commencement Date.

Form of programme: \_\_\_\_\_ *(Bar Chart/CPM/PERT or other)* 7.4 Amount payable due to failure to complete shall be

\_\_% per day up to a maximum of (10%) of sum stated in the Letter of Acceptance (Usually the liquidated damages are set between 0.05 percent and 0.10 percent per day.) 7.5 Early Completion In case of earlier completion of the Work, the Contractor is entitled to be paid bonus up-to limit and at a rate

equivalent to 50% of the relevant limit and rate of liquidated damages stated in the contract data. 9.1 Period for remedying defects \_\_\_\_\_

\_\_\_\_\_ 10.2 (e) Variation procedures: Day work rates \_\_\_\_\_

\_\_\_\_\_ (details) 11.1 Terms of Payments

a) Mobilization Advance (1) Mobilization Advance up to 10 % of the Contract Price stated in the Letter of Acceptance shall be paid by the Procuring Agency to the Contractor on the works costing Rs.2.5 million or above on following conditions:

Sindh Public Procurement Regulatory Authority | [www.pprasindh.gov.pk](http://www.pprasindh.gov.pk) (i) on submission by the Contractor of a Mobilization Advance Guarantee for the full amount of the Advance in the specified form from a Scheduled Bank in Pakistan to the Procuring Agency; (ii) Contractor will pay interest on the mobilization advance at the rate of 10% per annum on the advance; and (iii)

This Advance including the interest shall be recovered in 5 equal installments from the five (05) R.A bills and in case the number of bills is less than five (05) then 1/5<sup>th</sup> of the advance inclusive of the interest thereon shall be recovered from each bill and the balance together with interest be recovered from the final bill. It may be insured that there is sufficient amount in the final bill to enable recovery of the Mobilization Advance. OR

2) Secured Advance on Materials (a) The Contractor shall be entitled to receive from the Procuring Agency Secured Advance against an INDENTURE BOND in P W Account Form No. 31 (Fin. R. Form No. 2 acceptable to the Procuring Agency of such sum as the Engineer may consider proper in respect of non-perishable materials brought at the Site but not yet incorporated in the Permanent Works provided that: (i) The

materials are in accordance with the Specifications for the Permanent Works; (ii) Such materials have been delivered to the Site and are properly stored and protected against loss or damage or deterioration to the satisfaction and verification of the Engineer but at the risk and cost of the Contractor; (iii) The Contractor's records of the requirements, orders, receipts and use of materials are kept in a form approved by the Engineer, and such records shall be available for inspection by the Engineer; (iv) The Contractor shall submit with his monthly statement the estimated value of the materials on Site together with such documents as may be required by the Engineer for the purpose of valuation of materials and providing evidence of ownership and payment therefore; (v) Ownership of such materials shall be deemed to vest in the Procuring Agency and these materials shall not be removed from the Site or otherwise disposed of without written permission of the Procuring Agency; (vi) The sum payable for such materials on Site shall not exceed 75 % of the (i) landed cost of imported materials, or (ii) ex-factory / ex-warehouse price of locally manufactured or produced materials, or (iii) market price of stands other materials;

Sindh Public Procurement Regulatory Authority | [www.pprasindh.gov.pk](http://www.pprasindh.gov.pk) (vii) Secured Advance should not be allowed unless & until the previous advance, if any, fully recovered; (viii) Detailed account of advances must be kept in part II of running account bill; and (ix) Secured Advance may be permitted only against materials/quantities anticipated to be consumed / utilized on the work within a period of 3 months from the date of issue of secured advance and definitely not for full quantities of materials for the entire work/contract (b) Recovery of Secured

**Advance:** (i) Secured Advance paid to the Contractor under the above provisions shall be effected from the monthly payments on actual consumption basis, but not later than period specified in the rules not more than three months (even if unutilized); other conditions. (ii) As recoveries are made the outstanding accounts of the items concerned in Part II should be reduced by making deduction entries in the column; –deduct quantity utilized in work measured since previous bill,|| equivalent to the quantities of materials used by the contractor on items of work shown as executed in part I of the bill. (c) Interim payments: The Contractor shall submit to the Engineer monthly statements of the estimated value of the work completed less the cumulative amount certified previously. (i) The value of work completed comprises the value of the quantities of the items in the Bill of Quantities completed. (ii) value of secured advance on the materials and valuation of variations (if any). (iii) Engineer may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information. (v) Retention money and other advances are to be recovered from the bill submitted by contractor. 11.2 \*(a) Valuation of the Works: i) Lump sum price \_\_\_\_\_ (details), or ii) Lump sum price with schedules of rates \_\_\_\_\_ (details), or iii) Lump sum price with bill of quantities \_\_\_\_\_ (details), or iv) Re-measurement with estimated/bid quantities in the Schedule of Prices or on premium above or below quoted on the rates mentioned in CSR \_\_\_\_\_ (details), or/and v) Cost reimbursable \_\_\_\_\_ (details)

**Pak. Rupees 14.1 Insurances: (*Procuring Agency may decide, keeping in view the nature and the scope of the work*)**

**Type of cover The Works**

**Amount of cover The sum stated in the Letter of Acceptance plus fifteen percent (15%)**

**Type of cover Contractor's Equipment:**

**Amount of cover Full replacement cost**

**Type of cover Third Party-injury to persons and damage to property \_\_\_\_\_**

**(*The minimum amount of third party insurance should be assessed by the***

***Procuring Agency and entered*). Workers: \_\_\_\_\_**

**\_\_\_\_\_ Other cover\*: \_\_\_\_\_**

**(*In each case name of insured is Contractor and Procuring Agency*) 14.2 Amount to be recovered Premium plus**

**\_\_\_\_\_ percent (\_\_\_%). 15.3 Arbitration\*\* Place of Arbitration:\_\_\_\_\_**

**\* (*Procuring Agency to specify as appropriate*)**

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

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## **STANDARD FORMS**

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

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

No. \_\_\_\_\_ Executed on \_\_\_\_\_

(Letter by the Guarantor to the Procuring Agency) Name of Guarantor (Scheduled Bank in Pakistan) with

address: \_\_\_\_\_ Name

of Principal (Bidder) with

address: \_\_\_\_\_

\_\_\_\_\_ Sum of

Security (express in words and

figures): \_\_\_\_\_

\_\_\_\_\_ Bid

Reference No. \_\_\_\_\_ Date of Bid \_\_\_\_\_ KNOW

**ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Bid and at the request of the said Principal, we the**

**Guarantor above-named are held and firmly bound unto the**

\_\_\_\_\_, (hereinafter called The

–Procuring Agency)) in the sum stated above, for the payment

of which sum well and truly to be made, we bind ourselves, our

heirs, executors, administrators and successors, jointly and

severally, firmly by these presents. THE CONDITION OF THIS

OBLIGATION IS SUCH, that whereas the Principal has submitted

the accompanying Bid numbered and dated as above for

\_\_\_\_\_ (Particulars of Bid) to the said

Procuring Agency; and WHEREAS, the Procuring Agency has

required as a condition for considering the said Bid that the

Principal furnishes a Bid Security in the above said sum to the

Procuring Agency, conditioned as under: (1) that the Bid

Security shall remain valid for a period of twenty eight (28)

days beyond the period of validity of the bid; (2) that in the

event of; (a) the Principal withdraws his Bid during the period

**of validity of Bid, or (b) the Principal does not accept the correction of his Bid Price, pursuant to SubClause 16.4 (b) of Instructions to Bidders, or (c) failure of the successful bidder to (i) furnish the required Performance Security, in accordance with SubClause IB-21.1 of Instructions to Bidders, or (ii) sign the proposed Contract Agreement, in accordance with SubClauses IB-20.2 & 20.3 of Instructions to Bidders,**

**Sindh Public Procurement Regulatory Authority | [www.pprasindh.gov.pk](http://www.pprasindh.gov.pk) the entire sum be paid immediately to the said Procuring Agency for delayed completion and not as penalty for the successful bidder's failure to perform. NOW THEREFORE, if the successful bidder shall, within the period specified therefore, on the prescribed form presented to him for signature enter into a formal Contract Agreement with the said Procuring Agency in accordance with his Bid as accepted and furnish within fourteen (14) days of receipt of Letter of Acceptance, a Performance Security with good and sufficient surety , as may be required, upon the form prescribed by the said Procuring Agency for the faithful performance and proper fulfilment of the said Contract or in the event of nonwithdrawal of the said Bid within the time specified then this obligation shall be void and of no effect, but otherwise to remain in full force and effect. PROVIDED THAT the Guarantor shall forthwith pay to the Procuring Agency the said sum stated above upon first written demand of the Procuring Agency without cavil or argument and without requiring the Procuring Agency to prove or to show grounds or reasons for such demand, notice of which shall be sent by the Procuring Agency by registered post duly addressed to the Guarantor at its address given above. PROVIDED ALSO THAT the Procuring Agency shall be the sole and final judge for**

deciding whether the Principal has duly performed his obligations to sign the Contract Agreement and to furnish the requisite Performance Security within the time stated above, or has defaulted in fulfilling said requirements and the Guarantor shall pay without objection the sum stated above upon first written demand from the Procuring Agency forthwith and without any reference to the Principal or any other person. IN WITNESS WHEREOF, the above bounded Guarantor has executed the instrument under its seal on the date indicated above, the name and seal of the Guarantor being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

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

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### FORM OF PERFORMANCE SECURITY

(Bank Guarantee) Guarantee No. \_\_\_\_\_ Executed on \_\_\_\_\_ Expiry Date (Letter by the Guarantor to the Procuring Agency) Name of Guarantor (Scheduled Bank in Pakistan) with address: \_\_\_\_\_

Name of Principal (Contractor) with address: \_\_\_\_\_

Penal Sum of Security (express in words and figures) \_\_\_\_\_

Letter of Acceptance No. \_\_\_\_\_ Dated \_\_\_\_\_

\_\_\_\_\_ KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Bidding Documents and above said Letter of Acceptance (hereinafter called the Documents) and at the request of the said Principal we, the Guarantor above named, are held and firmly bound unto the

\_\_\_\_\_ (hereinafter called the Procuring Agency) in the penal sum of the amount stated above, for the payment of which sum well and truly to be made to the said Procuring Agency, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents. THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has accepted the Procuring Agency's above said Letter of Acceptance for \_\_\_\_\_

\_\_\_\_\_ (Name of Contract) for the \_\_\_\_\_ (Name of Project). NOW

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

**this Guarantee that the claim for payment in writing shall**  
Sindh Public Procurement Regulatory Authority | www.pprasindh.gov.pk **be received by**  
**us within the validity period of this Guarantee, failing which we**  
**shall be discharged of our liability, if any, under this Guarantee.**  
**We, \_\_\_\_\_ (the Guarantor), waiving all**  
**objections and defenses under the Contract, do hereby**  
**irrevocably and independently guarantee to pay to the**  
**Procuring Agency without delay upon the Procuring Agency's**  
**first written demand without cavil or arguments and without**  
**requiring the Procuring Agency to prove or to show grounds or**  
**reasons for such demand any sum or sums up to the amount**  
**stated above, against the Procuring Agency's written**  
**declaration that the Principal has refused or failed to perform**  
**the obligations under the Contract, for which payment will be**  
**effected by the Guarantor to Procuring Agency's designated**  
**Bank & Account Number. PROVIDED ALSO THAT the Procuring**  
**Agency shall be the sole and final judge for deciding whether**  
**the Principal (Contractor) has duly performed his obligations**  
**under the Contract or has defaulted in fulfilling said obligations**  
**and the Guarantor shall pay without objection any sum or sums**  
**up to the amount stated above upon first written demand from**  
**the Procuring Agency forthwith and without any reference to**  
**the Principal or any other person. IN WITNESS WHEREOF, the**  
**above bounded Guarantor has executed this Instrument under**  
**its seal on the date indicated above, the name and corporate**  
**seal of the Guarantor being hereto affixed and these presents**  
**duly signed by its undersigned representative, pursuant to**  
**authority of its governing body. \_\_\_\_\_ Guarantor**  
**(Bank) Witness: 1. \_\_\_\_\_ 1. Signature \_\_\_\_\_**  
**\_\_\_\_\_ 2. Name \_\_\_\_\_ Corporate Secretary**

(Seal) 3. Title \_\_\_\_\_ 2. \_\_\_\_\_  
\_\_\_\_\_ (Name, Title & Address)

**Corporate Guarantor (Seal)**

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**FORM OF CONTRACT AGREEMENT THIS CONTRACT**

**AGREEMENT (hereinafter called the –Agreement||) made on**

**the \_\_\_\_ day of \_\_\_\_\_ 200 \_\_\_\_ between**

**\_\_\_\_\_ (hereinafter called the –Procuring Agency||) of the one part and \_\_\_\_\_ (hereinafter called the**

**–Contractor||) of the other part. WHEREAS the Procuring**

**Agency is desirous that certain Works, viz \_\_\_\_\_ should**

**be executed by the Contractor and has accepted a Bid by the**

**Contractor for the execution and completion of such Works and**

**the remedying of any defects therein. NOW this Agreement**

**witnesseth as follows: 1. In this Agreement words and**

**expressions shall have the same meanings as are respectively**

**assigned to them in the Conditions of Contract hereinafter**

**referred to. 2. The following documents after incorporating**

**addenda, if any except those parts relating to Instructions to**

**Bidders, shall be deemed to form and be read and construed as**

**part of this Agreement, viz: (a) The Letter of Acceptance; (b)**

**The completed Form of Bid along with Schedules to Bid; (c)**

**Conditions of Contract & Contract Data; (d) The priced Schedule**

**of Prices/Bill of quantities (BoQ); (e) The Specifications; and (f)**

**The Drawings 3. In consideration of the payments to be made**

**by the Procuring Agency to the Contractor as hereinafter**

**mentioned, the Contractor hereby covenants with the**

**Procuring Agency to execute and complete the Works and**

**remedy defects therein in conformity and in all respects within**

**the provisions of the Contract. 4. The Procuring Agency hereby**

covenants to pay the Contractor, in consideration of the execution and completion of the Works as per provisions of the Contract, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

Sindh Public Procurement Regulatory Authority | [www.pprasindh.gov.pk](http://www.pprasindh.gov.pk) **IN WITNESS**

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

**Signature of the Contactor Signature of the Procuring Agency**  
\_\_\_\_\_ (Seal) (Seal) Signed, Sealed  
and Delivered in the presence of: **Witness: Witness:**

\_\_\_\_\_ (Name, Title  
and Address) (Name, Title and Address)

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**MOBILIZATION ADVANCE GUARANTEE Guarantee**

**No.**\_\_\_\_\_ **Executed on**\_\_\_\_\_ **(Letter by the**  
**Guarantor to the Procuring Agency) WHEREAS the**

\_\_\_\_\_ **(hereinafter called the**  
**Procuring Agency) has entered into a Contract for**

\_\_\_\_\_  
\_\_\_\_\_ **(Particulars of Contract),**

**with** \_\_\_\_\_  
\_\_\_\_\_ **(hereinafter called the Contractor).**

**AND WHEREAS** the Procuring Agency has agreed to advance to the Contractor, at the Contractor's request, an amount of **Rs.**\_\_\_\_\_ **Rupees** \_\_\_\_\_) which amount shall be advanced to the Contractor as per provisions of the Contract. **AND WHEREAS** the Procuring Agency has asked the

Contractor to furnish Guarantee to secure the advance payment for the performance of his obligations under the said Contract. AND WHEREAS \_\_\_\_\_ (Scheduled Bank) (hereinafter 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, as aforesaid, on the part of the Contractor, shall be given by the Procuring Agency to the Guarantor, and on such first written demand payment shall be made by the Guarantor of all sums then due under this Guarantee without any reference to the Contractor and without any objection.

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**This** Guarantee shall come into force as soon as the advance payment has been credited to the account of the Contractor. This Guarantee shall expire not later than

\_\_\_\_\_ by which date we must have received any claims by registered letter, telegram, telex or telefax. It is understood that you will return this Guarantee to us on expiry or after settlement of the total amount to be claimed hereunder. \_\_\_\_\_ Guarantor (Scheduled

Bank) Witness: 1. \_\_\_\_\_ 1. Signature \_\_\_\_\_

\_\_\_\_\_ 2. Name \_\_\_\_\_ Corporate Secretary

(Seal) 3. Title \_\_\_\_\_ 2. \_\_\_\_\_

\_\_\_\_\_ (Name, Title & Address)

**Corporate Guarantor (Seal)**

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**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 ..... -197--"**

**BETWEEN (hereinafter 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 (hereinafter called "the Government" of the other part).**

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

**(Here enter (the description of the works).<sup>1</sup> AND WHEREAS 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 (E). the said works signed by the**

**contractor**

Fin R.Form.17.A **ON**----- ..... — and on such covenants and conditions as are hereinafter contained and the Government has reserved to itself the option of marking any further advance or advances on the security of other materials brought by the Contractor to the site of the said 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 whereof the Contractor doth hereby acknowledge) and of such further advances (if any) as may be made to him as aforesaid (all of which advances are hereinafter collectively referred to as the said amount) the Contractor doth hereby assign unto the Government the said materials by way of security for the said amount And doth hereby covenant and agree with the Government and declare ay follow :- (1) That the said sum of Rupees .....- ..... -----..... ----- (Rf. -- ----- ) so advanced by the Government to the Contractor as aforesaid and all or any further sum or sums which may be advanced aforesaid shall be employed by the contractor in or towards expending the execution of the said works and for no other purpose whatsoever.

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

Fin R Form No. 17-A **Offered to and accepted by (he Government as security for the said amount are absolutely by the Contractors own property free from encumbrances of any kind and the Contractor will not make any application for or receive a**

further advance on the security of materials which are not absolutely his own property and free from encumbrances of any kind and the contractor hereby agrees, at all times, to indemnify and save harmless the Government against all claims whatsoever to any materials in respect of which an advance has been made to him as aforesaid. (3) That the said materials detailed in the said Running Account Bill (B) and all other Fin. R. Form No. 17-A Materials on the security of which any further advance or advances may hereafter be made as aforesaid (hereinafter called the said materials) shall be used by the Contractor solely in *the* execution of the said works in accordance with the directions of the Divisional Officer-----  
----- (hereinafter called the Divisional Officer) and in the terms of the said agreement. (4) That the Contractor shall make at his own cost all necessary and adequate arrangement for the proper watch, safe custody and protection against all risks of the said material and that until used in construction as aforesaid the said materials shall remain at the site of the said works in the Contractor's custody and at his own risk and on his own responsibility and shall at all times be open to inspection by (he Divisional Officer or any officer authorized by him. In the event of the said materials of any part (hereof being stolen, destroyed or damaged or becoming deteriorated in a grater degree than is due to reasonable use and wear thereof Contractor will forthwith replace the same with other materials of like qualify or repair and make good the same as required by the Divisional Officer and the materials so brought to replace the said materials so repaired and made good shall also be considered as security for the said amount. (5) 'Hurt the said materials shall not on any account be removed from the site of

the said works except with the written permission of the Divisional Officer or an officer authorized by him in that behalf

(6) That the said amount shall be payable in full when or before the Contractor receives payment, from the Government of the price payable to him for the said works under the terms and provisions of the said agreement PROVIDED THAT if any intermediate payments are made to the contractor on account of work done then on the occasion of each such payment the Government will be at liberty to make a recovery from the Contractors Bill for such payment by deducting there from in the value of the said materials (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

Sindh Public Procurement Regulatory Authority | [www.pprasindh.gov.pk](http://www.pprasindh.gov.pk)      percent per annum from the date or respective dates of such advance or advances to the date or repayment and with all costs, charges, damages and expenses incurred by the Government in or for the recovery thereof or the enforcement of this security or otherwise by reason of 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 withstanding anything in the said agreement and without prejudice to the powers contained therein if and whether the covenant for payment and repayment hereinbefore contained shall become enforceable and the money owing shall not be paid to accordingly. Once therewith the Government may at any time thereafter adopt all or any of following courses as it may deem best ;- (a) Seize and utilize the said materials or any part thereof in the completion of the said works on behalf of the Contractor in accordance with the provisions in that behalf contained in the said agreement debiting the Contractor with the actual cost of effecting such completion the amount due in respect of advances under these presents and crediting the Contractor with the value of work done as he had carried it out in accordance with the said agreement and at the rates thereby provided. If the balance is against the Contractor he is to pay the same to the Government on demand. (b) Remove and sell by public auction the seized materials or any part thereof and out of the moneys arising from the sale retain all the sums aforesaid repayable to the Government under these presents and pay over the surplus (if any) to the Contractor. (c) Deduct all or any part of the moneys owing out of the security deposit or any sum due to the Contractor under the said agreement. (9)

That except as is expressly provided by the presents interest on the aid advance shall not be payable. (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 hereinbefore expressly provided for the same shall be referred to the Superintending Engineer..... Circle whose..... decision shall be final and the provisions of the Indian Arbitration Act for the time being in force so far as they are applicable shall apply to any such reference.

Sindh Public Procurement Regulatory Authority | [www.pprasindh.gov.pk](http://www.pprasindh.gov.pk) In witnesses whereof the\* ----- —\_..... on behalf of the Governor of Sindh and the said..... —..... - ..... - have hereunto set their respective hands and seals the day and first above written. Signed, sealed and delivered by\* In the presence of Seal 1st witness 2<sup>nd</sup> witness Signed, sealed and delivered by\* In the presence of Seal 1st Witness 2<sup>nd</sup> witness

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## **SPECIFICATIONS**

*[Note for Preparing the Specifications]* A set of precise and clear specifications is a prerequisite for bidders to respond realistically and competitively to the requirements of the user without qualifying their Bids. The specifications must be drafted to permit the widest possible competition and, at the same time, present a clear statement of the required standards of workmanship, materials, performance of the works. Only if this is done objectives of economy, efficiency, and fairness in procurement will be realized and responsiveness of Bids can be

ensured, and the subsequent task of bid evaluation can be facilitated. The specifications should require that materials to be incorporated in the works be new, unused, and of the most recent or current models, and incorporated all recent improvements in design and materials unless provided for otherwise in the contract. Samples of specifications from similar to previous procurements are useful in this respect. The use of metric units is encouraged. Depending on the complexity of the works and the repetitiveness of the type of procurement, it may be advantageous to standardize the Technical Specifications that should cover all classes of workmanship, materials and equipment although not necessarily to be used in a particular procurement. Care must be taken in drafting specifications to ensure that they are not restrictive. In the specification of standards for equipment, materials, and workmanship, recognized international standards should be used as much as possible. The specifications shall consider all conditions but not limited to seismic conditions, weather conditions and environmental impact. The specifications should state that equipment, materials, and workmanship that meet other authoritative standards, and which ensure at least a substantially equal quality than the standards mentioned, will also be acceptable. The following clause may be inserted in the Specifications. Sample Clause: Equivalency of Standards and Codes Wherever reference is made in the Specifications to specific standards and codes to be met by Works to be furnished and tested, the provisions of the latest current edition or revision of the relevant shall apply, unless otherwise expressly stated in the Contract. Other authoritative standards that ensure equivalence to the standards and codes specified

will be acceptable.]

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**\*DRAWINGS**

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

**Construction of surface drains , cc block supplying and installing of pumping machinery , AC Rising main for drainage scheme Ghouspur**

**SCHEDUL B**

**CC Drains**

<b>S.No</b>	<b>Description</b>	<b>Nos</b>	<b>L</b>	<b>B</b>	<b>D</b>	<b>Qty</b>	<b>Amount</b>
1	Excavation in foundation of building bridges and other structures i/c bailing, dressing, filling around the structure with excavated earth, watering, ramming Lead up to one chain & lift up to 5.0' (CSI No:18 P4)						
<b>Qty</b>		<b>28701.96</b>	<b>at Rs</b>	<b>3176.25</b>	<b>p%0cft</b>	<b>Rs</b>	<b>91165</b>
2	CC plain i/c placing compacting finishing & curing complete i/c screening and washing of stone aggregate w/o shuttering (CSI NO:5 P-16)						
	Ratio 1:4:8						
<b>Qty</b>		<b>5652.40</b>	<b>at Rs</b>	<b>11288.75</b>	<b>p% cft</b>	<b>Rs</b>	<b>638085</b>
	Ratio 1:2:4						
<b>Qty</b>		<b>350.06</b>	<b>at Rs</b>	<b>14429.25</b>	<b>p% cft</b>	<b>Rs</b>	<b>50511</b>
3	Construction of standard open drain cunette block of CC 1:2:4 in situ to the design profile i/c cost of mould as per drawing i/c applying floating coat of cement 1/32" thick to the exposed face finished smooth curing etc complete as per detailed drawing (PHSI. No. D P-58)						
	Type-I Drains @ 0.35 cft per Rft						
<b>Qty</b>		<b>4880.00</b>	<b>at Rs</b>	<b>94.00</b>	<b>p/ft</b>	<b>Rs</b>	<b>458720</b>
	Type-II Drains @ 0.74 cft per Rft						
<b>Qty</b>		<b>3600.00</b>	<b>at Rs</b>	<b>174.00</b>	<b>p/ft</b>	<b>Rs</b>	<b>626400</b>

4	Pucca Brick work in foundation and plinth in cement sand mortar 1:6 (CSI No:4 P24)						
<b>Qty</b>	<b>16770.00</b>	<b>at Rs</b>	<b>11948.36</b>	<b>p% cft</b>	<b>Rs</b>	<b>2003740</b>	
5	Cement plaster 1:4 up to 20' height 1/2" thick (CSI No:11 P-57)						
<b>Qty</b>	<b>29040.00</b>	<b>at Rs</b>	<b>2283.93</b>	<b>p% cft</b>	<b>Rs</b>	<b>663253</b>	
6	RCC work in roof slabs beams columns rafts lintels and other structural members laid in situ are pre-cast laid in position etc complete in all respects ratio 1:2:4(CSI.No:6 P-17)						
<b>Qty</b>	<b>600.00</b>	<b>at Rs</b>	<b>337.00</b>	<b>p/cft</b>	<b>Rs</b>	<b>202200</b>	
7	Fabrication of mild steel reinforcement for cement concrete i/c cutting bending laying in position making joints and fastening i/c cost of binding wire also includes removal of rust from bars (CSI NO.7 P-17)						
<b>Qty</b>	<b>21.42</b>	<b>at Rs</b>	<b>5001.70</b>	<b>p/cwt</b>	<b>Rs</b>	<b><u>107136</u></b>	
				<b>Total</b>		<b>4,841,216</b>	

### Construction of CC block

S.No	Description	Nos	L	B	D	Qty	Amount
1	Barrow pit excavation undressed lead up to 100' in Ordinary Soil (GSI No 3 P 1)						
<b>Qty</b>	<b>12120</b>	<b>at Rs</b>	<b>2117.5</b>	<b>p%cft</b>		<b>Rs</b>	<b>25664</b>
2	Extra for every 50 ft additional lead or part there of (GSI No 8 P2) Qty same as Item No 1 Average Lead =2600 ft - 100 ft = 2500 ft No of Lead = 2500 / 50 = 50 leads 50 Leads @ Rs. 100.78 per lead = Rs. 5039/=						
<b>Qty</b>	<b>12120</b>	<b>at Rs</b>	<b>5039</b>	<b>p%cft</b>		<b>Rs</b>	<b>61073</b>
1	Laying earth in 6" thick layers leveling, dressing and watering for compaction etc complete (GSI No 13b P3) Qty Same as Item No 8						
<b>Qty</b>	<b>12120</b>	<b>at Rs</b>	<b>354</b>	<b>p%cft</b>		<b>Rs</b>	<b>4290</b>
2	Cement Concrete brick or stone Ballast 1 1/2" to 2" guage ratio 1:4:8 (GSI No.4 P17)						

<b>Qty</b>	<b>7999.2</b>	<b>at Rs</b>	<b>9416.28</b>	<b>p%cft</b>	<b>Rs</b>	<b>753227</b>
3	Cemeny concrte plain i/c placing compacting finishing and curring complete i/c screening and washing of stone aggregate without shuttering 1:2:4(CSINO5 P-16)					
<b>Qty</b>	<b>6060</b>	<b>at Rs</b>	<b>14429.25</b>	<b>p%cft</b>	<b>Rs</b>	<b>874413</b>
4	errection and removal of centering for RCC or Plain CC works of deodar wood 2nd class (CSINO 19-P-18)					
<b>Qty</b>	<b>1161.5</b>	<b>at Rs</b>	<b>3127.4</b>	<b>p%cft</b>	<b>Rs</b>	<b><u>36325</u></b>
				<b>Total</b>		<b>1754992</b>

### AC Pipe Rising Mains 8" dia

S.No	Description	No	L	B	D	Qty	Amount
1	Excavation for pipe line including trenches pits tanks and reserivior in soft soil including trimming dressing to true alignment and shape levelling of bed of trenches to correct level and grade cutting jointing holes providing fence guards lights flags and temporary crossing for non vehiculer traffic where ever required lift upto 5 ft (1.52 m) and lead up to one chain (30.5 m) (PHSI.No.1 P-60)						
<b>Qty</b>		<b>9000.0</b>	<b>cft at Rs</b>	<b>3600</b>	<b>p %0cft</b>	<b>Rs</b>	<b>32400</b>
2	Providing laying Fiber Cement pressure pipes and Comit joint of (B) Class and fixing in trenches including cutting fitting and jointing with rubber rings including testing with water to a head of 122 meter or 400 ft.(PHSI NoD1 P20 )(RA Attached)						
	For 8" dia						
<b>Qty</b>		<b>1000.0</b>	<b>ft at Rs</b>	<b>785.06</b>	<b>p ft</b>	<b>Rs</b>	<b>785060</b>
3	C.I Bend 90 degree for A.C pipes (standred weight for ACIL (B) Class) (SMI.NO.1 P-13)						
	For 8" dia						
<b>Qty</b>		<b>2.0</b>	<b>no at Rs</b>	<b>3312.5</b>	<b>each</b>	<b>Rs</b>	<b>6625</b>

4	C.I Bend 45 degree for F.C pipes (standred weight for ACIL (B) Class) (SMI.NO.2 P-13) For 8" dia					
<b>Qty</b>		<b>2.0</b>	<b>no at Rs</b>	<b>2356.25</b>	<b>each</b>	<b>Rs 4712.5</b>
5	commet joint B Class (SMI No 4d P 4) For 8" dia					
<b>Qty</b>		<b>4.0</b>	<b>no at Rs</b>	<b>292</b>	<b>each</b>	<b>Rs 1168</b>
6	One pair rubber ring for FC pressure pipe (commet joint) ( SMI No 7b P4) For 8" dia					
<b>Qty</b>		<b>8.0</b>	<b>no at Rs</b>	<b>161</b>	<b>each</b>	<b>Rs 1288</b>
7	Making joint to C.I Specials fitting (including laying of) the required diameter and testing the joints alongwith the Asbestos Cement pressure Pipeline to the specified pressure and making good to all leaky joints etc complete (PHSI.NO.F1 P-81) For 8" dia					
<b>Qty</b>		<b>4.0</b>	<b>no at Rs</b>	<b>72</b>	<b>each</b>	<b>Rs 288</b>
8	Refling the excavated stuff in trenches 6" thick layers including watering ramming to full compaction etc complete.(PHSI.NO.24 P-77)					
<b>Qty</b>		<b>8100.0</b>	<b>cft at Rs</b>	<b>2760</b>	<b>p %0cft</b>	<b>Rs 22356</b>
					<b>Grand total</b>	<b>Rs 853897.5</b>

### E) Pumping Machinery

S No	Item Description	Qty	Unit	Rate	Amount
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1	<p>Supplying &amp; Installing in position i/c transportation to site of work at Ghouspur Electric Pumping set of 1450 R.P.M (Siemens) made 25 BHP 3 Phase 4 pole frame 160 M Type-1 LA7 180-4 AA 60, 50 cycles 400/420 volts with non clogging K.S.B Pump type KWPz 100-250 size 6"x 6" mounted on common steel frame on base plates (Capable of Discharging 880 IG.P.M against the required head of 45 ft: i/c installing of pumping set on cement concrete foundation Ratio: 1:2:4 with M.S nuts and bolts of 5/8" to be embedded in cement concrete foundation P/fixing M.C.U (Siemens made all accessories consisting ASD (Automatic Star Delta Starter) Circuit Breaker, MCCB, Overload Relay, Timer Relay, Push Buttons, Indicators &amp; Internal Wiring). Providing internal Electric wiring from MCU to Electric Motor 3-7/0.44 PVC insulated wire 660 volts grade in 50.8 mm (2") PVC conduit on surface as required i/c providing and fixing earthing set with 0.6 m x 0.6 mm (2'x2'x 1/4") copper plate buried out in the ground at depth 3.7 m (12ft) as per PWD/ PHE specifications and testing pumping set against the required head, for 72 hours etc complete.(RA Attached)</p>	2	Each	1,104,000	2,208,000.00
2	<p>Supplying &amp; Installing in position i/c transportation to site of work at Ghouspur Diesel Oil Engine 36 BHP (Golden Made)GD- 186 ,2200 RPM coupled with KSB non clogging Sullage pump Type KWPZ 150-315 Type size 6"x 6" capable of discharging 880 IGPM against the head of 45' mounted on common steel frame installed in CC Foundation and testing for 72 hours etc complete.(RA Attached)</p>	1	Each	928,000	928,000.00
				<b>Total Rs</b>	<b>3,136,000.0</b>

**INTER CONNECTION**

S.No	Description	No	L	B	D	Qty	Amount
1	<p>Providing Laying and fixing and trench ic fitting jointing and tesing etc complet and all respect the high density polythylene PE pipe (HDPE.100) for W/sconfirming iso 4427/Din 8074/8075 BS3580 &amp; PSI 3051 (PHSI No F1 P.25) PN 10</p> <p>6" dia</p>	16	at Rs	530.0	pft	Rs	8480
		8"dia					
		16	at Rs	1590.0	pft	Rs	25440
2	<p>Supplying reflex valve heavy pattern (test pressure 21 kg/sq cm or 300 lbs/inch) (imported) (SMI.No.6 P-10) 6" dia</p>	2	at Rs	4062.5	each	Rs	8125

3	C.I Sluice valve heavy pattern (test pressure 21 kg/cm or 300 lbs inch sq) (imported) (SMI.NO.2 P-9) 6" dia						
<b>Qty</b>		<b>1</b>	<b>at Rs</b>	<b>9360.0</b>	<b>each</b>	<b>Rs</b>	<b>9360.00</b>
4	Butt fussion joint						
	<b>6" dia</b>						
<b>Qty</b>		<b>4</b>	<b>at Rs</b>	<b>1000.0</b>	<b>pft</b>	<b>Rs</b>	<b>4000.00</b>
	<b>8" dia</b>						
<b>Qty</b>		<b>6</b>	<b>at Rs</b>	<b>1800.0</b>	<b>pft</b>	<b>Rs</b>	<b>10800.00</b>
5	Supplying C.I bend with flanged ends with holes including turning and facing of flanges of all sizes (SMI No.8 P-11) 6" dia Weight of CI flanged bend = 40.95 £s (PHSI No Bends P 57) Rate in cwt						
<b>Qty</b>		<b>1.61</b>	<b>at Rs</b>	<b>6096.0</b>	<b>pcwt</b>	<b>Rs</b>	<b>9815</b>
6	C.I Tee flanged ends with holes including turning and facing of tee 6"x6"x6" (SMI.No.8 P-11) Weight of CI flanged Tee = 52.50 £s (PHSI No Tees P 58) Rate in cwt						
<b>Qty</b>		<b>0.77</b>	<b>at Rs</b>	<b>6096.0</b>	<b>pcwt</b>	<b>Rs</b>	<b>4694</b>
7	C.I tapper flat botomed or central tapered flanged end with holes including turning and facing of flanges for all size (SMI.No.9 P-11) Weight of CI flanged tapper 6" x 2 1/2" or 6" x 3" = 29.40 £s (PHSI No Reducers P 60) Rate in cwt						
<b>Qty</b>		<b>0.43</b>	<b>at Rs</b>	<b>6096.0</b>	<b>pcwt</b>	<b>Rs</b>	<b>2621</b>
8	<b>CI Foot valve heavy pattern 6" dia</b>						
		<b>1.00</b>	<b>at Rs</b>	<b>1381.3</b>	<b>each</b>	<b>Rs</b>	<b>1381</b>

10	Jointing CI / MS flanged pipes and specials flanged and inside a trench including supplying rubber packing of the required thickness nuts bolts with washers etc and other tools required for jointing and testing the joints to the specified pressure etc complete (PHSI No 1d P 40) 6" dia	Qty	4	at Rs	938.0	each	Rs	3752.00
			8" dia					
11	Flange Adopter 6" (NSI)	Qty	6	at Rs	940.0	each	Rs	5640.00
		Qty	4	at Rs	2025.0	each	Rs	8100.00
			6	at Rs	7425.0	each	Rs	44550.00
12	providing fixing MS Pipe 3/16" thich 6" dia	Qty	8	at Rs	749.34	ft	Rs	5995
13	providing fixing MS flange 6" dia 1/2" thick	Qty	4	at Rs	1520.00	ft	Rs	6080
			8" dia					
		Qty	6	at Rs	1953.00	ft	Rs	<u>11718</u>
						Grand total	Rs	170551
							Rs	511652.19

for 3 no =3x170551

### GENERAL ABSTRACT

1	<b>SURFACE DRAINS</b>	<b>4841216</b>
2	<b>CC Block</b>	<b>1754992</b>
3	<b>AC Rising main</b>	<b>853898</b>
4	<b>Pumping Machinery</b>	<b>3136000</b>
5	<b>Inter connection</b>	<b>511652</b>

<b>TOTAL</b>	<b>11097757</b>
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**Conditions**

- 1 The Work Shall have to be executed according to the PWD/PHE Specifications.
- 2 No premium on non schedule Items shall be paid to the contractor.
- 3 Any error & omission and description of Item of work will be governed with relevant Schedule of Rates
- 4 The Contractor shall have to bring the material to be used in the work from the quarries as mentioned in the estimate.

(Sabir Ali Shaikh)  
Executive Engineer  
Public Health Engineering Division  
Kashmore @ Kandhkot

**STANDARD FORM OF BIDDING DOCUMENT  
FOR  
PROCUREMENT OF WORKS**

**(For Contracts (Small) amounting between Rs.2.5 million to Rs.50 million)**

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**INSTRUCTIONS TO PROCURING AGENCIES**

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**INSTRUCTIONS TO PROCURING AGENCIES**

**(Not to be included in Bidding Documents)**

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

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

**B. Contents of Documents As stated in Clause IB.4 of Instructions to Bidders, the complete Bidding Documents in addition to Invitation for Bids shall comprise items listed therein including any addendum to Bidding Documents issued in accordance with IB.6. The Standard Form of Bidding Documents (for Small Contracts) includes the following: 1. Instructions to Bidders & Bidding Data 2. Form of Bid & Schedules to Bid 3. Conditions of Contract & Contract Data 4. Standard Forms 5. Specifications 6. Drawings, if any In addition, Instructions to procuring agencies are also provided at various locations of this document within parenthesis or as a Note(s). Procuring agencies are expected to edit or finalise this document accordingly, by filling in all the relevant blank spaces and forms as per the scope of the work, deleting all notes and instructions intended to help the bidders. The procuring agency is required to prepare the following for completion of the Bidding Documents: (i) Invitation for Bids**

**Sindh Public Procurement Regulatory Authority | [www.pprasindh.gov.pk](http://www.pprasindh.gov.pk) (ii) Bidding Data (iii) Schedules to Bid (Samples) (iv) Schedule of Prices (Format) (v) Contract Data (vi) Specifications (vii)**

**Drawings, if any The Procuring agency's attention is drawn to the following while finalizing the Bidding Documents.**

**C. Notice Inviting Tender/ Invitation for Bids/ Request for Expression of Interest The –Notice Inviting Tender|| is meant for publication of tenders for calling bids in the newspapers and SPPRA Website. The blank spaces wherever shown are required to be filled by the Procuring Agency before issuance of Bidding Documents. The Procuring Agency may modify para 1 of Notice Inviting Tender as per its requirements. The notice should be published so as to give the interested bidders sufficient working period for preparation and submission of bids – not less than 15 days for National Competitive Bidding and 45 days for International Competitive Bidding (SPP Rule 18). 1. The eligible bidders are defined in IB.2; the text can be amended by the Procuring Agency as deemed appropriate.**

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

**D. Instructions to Bidders** These Instructions to Bidders will not be part of Contract and will cease to have effect once the Contract is signed along with Bidding Data. The Instructions to Bidders can be used as given. Procuring agency may have to make changes under Bidding Data. The Procuring Agency's or Engineer's Representative, if any, shall exercise powers of the Engineer/Procuring Agency under and in connection with Clauses IB.5, IB.6, IB.16, etc. In

Sindh Public Procurement Regulatory Authority | [www.pprasindh.gov.pk](http://www.pprasindh.gov.pk) case an Engineer has been appointed by the Procuring Agency, the aforesaid clauses may be modified accordingly to specify the role of the Engineer by the Procuring Agency, otherwise the Engineer's reference wherever exist, except Sub-Clause 1.1.20 & Clause 15 of Conditions of Contract and Item 1.1.20 of Contract Data, shall be deleted.

**E. Bidding Data** The blank spaces wherever shown in Bidding Data are required to be filled by the Engineer/Procuring Agency before issuance of Bidding Documents. 1. Contents of IB.10.3 may be retained or modified by the Procuring Agency. 2. Procuring Agency should insert required experience in IB.11.2. 3. Referring to IB.14.1, the period of bid validity may range from 30 to 90 days depending upon the size and nature of the works. Number of days shall be filled in as per Procuring Agency's requirements. 4. Contents of IB.16.3 to IB.16.8 may be retained or modified by the Procuring Agency in accordance with its requirements.

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

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

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

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

**Sindh Public Procurement Regulatory Authority | [www.pprasindh.gov.pk](http://www.pprasindh.gov.pk) 3. The sum insured for different insurances including minimum amount of third party insurance should be assessed by the Engineer/Procuring Agency and entered in Contract Data. Such insurance cover shall be carried out with Insurance Company having at least AA rating from PACRA / JCR**

in the favour of the procuring agency. 4. The time for completion of the whole of the works should be assessed by the Engineer/Procuring Agency and entered in the Contract Data. 5. The Conditions of Contract contain no overall limit on the Contractor's liability. The amount of liquidated damages per day of delay shall be entered by the Engineer/Procuring Agency in Contract Data. Usually the liquidated damages are set between 0.05 percent and 0.10 percent per day and the maximum limit as 10 percent of contract price stated in the Letter of Acceptance. 6. Any amendment and/or additions to the Conditions of the Contract that are specific to a given Bid/Contract should be included by the Procuring agency. This may include but not be limited to the provisions regarding the following: a) Terms of Payment should be prepared and incorporated in Contract Data by the Engineer/Procuring Agency. b) The Engineer/Procuring Agency to make sure that all taxes and duties are included by the Bidders/Contractors in their prices.

I. Specifications To be prepared and incorporated by the Engineer/Procuring Agency

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

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### **INVITATION FOR BIDS**

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### **INVITATION FOR BIDS**

**Date:** \_\_\_\_\_

**Bid Reference No.:** \_\_\_\_\_ **1. The Procuring Agency, \_\_\_\_\_** [*enter name of the procuring agency*], invites sealed bids from interested firms or persons licensed by the Pakistan Engineering Council in the *appropriate category( not required for works costing Rs 2.5 million or less) and/or duly pre-qualified(if pre-qualification is done for specific scheme/project)* with the Procuring Agency for the Works, \_\_\_\_\_ [*enter title, type and financial volume of work*], which will be completed in \_\_\_\_\_ [*enter appropriate time period*] days. **2. A complete set of Bidding Documents may be purchased by an interested eligible bidder on submission of a written application to the office given below and upon payment of a non-refundable fee of Rupees \_\_\_\_\_ (Insert Amount). Bidders may acquire the Bidding Documents from the Office of the Procuring Agency, at \_\_\_\_\_ (Mailing Address). 3. All bids must be accompanied by a Bid Security in the amount of Rs. \_\_\_\_\_ (Rupees**

\_\_\_\_\_ ) or \_\_\_\_\_ percentage of bid price in the form of (*pay order / demand draft / bank guarantee*) and must be delivered to \_\_\_\_\_ (*Indicate Address and Exact Location*) at or before \_\_\_\_\_ hours, on \_\_\_\_\_ (Date). Bids will be opened at \_\_\_\_\_ hours on the same day in the presence of bidders' representatives who choose to attend, at the same address [*indicate the address if it differs*]. [Note: 1. *Procuring Agency to enter the requisite information in blank spaces.* 2. *The bid shall be opened within one hour after the deadline for submission of bids.*]

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## **INSTRUCTIONS**

### **TO BIDDERS**

**&**

### **BIDDING DATA**

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

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

## ***Contract and/or Contract Data.***

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

**A. GENERAL**

**IB.1 Scope of Bid & Source of Funds**

**1.1 Scope of Bid** The Procuring Agency as defined in the Bidding Data (hereinafter called –the Procuring Agency||) wishes to receive Bids for the Works summarized in the Bidding Data (hereinafter referred to as –the Works||). Bidders must quote for the complete scope of work. Any Bid covering partial scope of work will be rejected as non-responsive.

**1.2 Source of Funds** The Procuring Agency has arranged funds from its own sources or *Federal/ Provincial*

*/Donor agency or any other source, which may be indicated accordingly in bidding data towards the cost of the project/scheme.*

**IB.2 Eligible Bidders 2.1 Bidding is open to all firms and persons meeting the following requirements: a) duly licensed by the Pakistan Engineering Council (PEC) in the appropriate category for value of works. Provided that the works costing Rs. 2.5 million or less shall not require any registration with PEC . b) duly pre-qualified with the Procuring Agency. (*Where required*). In the event that prequalification of potential bidders has been undertaken, only bids from prequalified bidders will be considered for award of Contract. c) if prequalification has not undertaken , the procuring agency may ask information and documents not limited to following:- (i) company profile; (ii) works of similar nature and size for each performed in last 3/5 years; (iii) construction equipments; (iv) qualification and experience of technical personnel and key site management;**

Sindh Public Procurement Regulatory Authority | [www.pprasindh.gov.pk](http://www.pprasindh.gov.pk) **(v) financial statement of last 3 years; (vi) information regarding litigations and abandoned works if any.**

**IB.3 Cost of Bidding 3.1 The bidder shall bear all costs associated with the preparation and submission of its bid and the Procuring Agency will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process (SPP Rules 24 & 25).**

## **B. BIDDING DOCUMENTS**

**IB.4 Contents of Bidding Documents 4.1 In addition to Invitation for Bids, the Bidding**

**Documents are those stated below, and should be read in conjunction with any Addendum issued in accordance with Sub-Clause IB.6.1. 1. Instructions to Bidders & Bidding Data 2. Form of Bid, Qualification Information & Schedules to Bid Schedules to Bid comprise the following: (i) Schedule A: Schedule of Prices/ Bill of Quantities (BoQ). (ii) Schedule B: Specific Works Data (iii) Schedule C: Works to be Performed by Subcontractors (iv) Schedule D: Proposed Programme of Works (v) Schedule E: Method of Performing Works (vi) Schedule F: Integrity Pact (works costing Rs 10 million and above) 3. Conditions of Contract & Contract Data 4. Standard Forms: (i) Form of Bid Security, (ii) Form of Performance Security; (iii) Form of Contract Agreement; (iv) Form of Bank Guarantee for Advance Payment. 5. Specifications 6. Drawings, if any**

**IB.5 Clarification of Bidding Documents 5.1 A prospective bidder requiring any clarification(s) in respect of the Bidding Documents may notify the Engineer/Procuring Agency at the Engineer's/ Procuring Agency's address indicated in the Bidding Data. 5.2 An interested bidder, who has obtained bidding documents, may request for clarification**

**Sindh Public Procurement Regulatory Authority | [www.pprasindh.gov.pk](http://www.pprasindh.gov.pk) of contents of bidding documents in writing and procuring agency shall respond to such queries in writing within three calendar days, provided they are received at least five calendar days prior to the date of opening of bid (SPP Rule 23-1).**

**; I**

**B.6 Amendment of Bidding Documents (SPP Rules 22(2) & 22). 6.1 At any time prior to**

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

### **C. PREPARATION OF BIDS**

**IB.7 Language of Bid 7.1 All documents relating to the Bid shall be in the language specified in the Contract Data.**

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

**IB.9 Sufficiency of Bid 9.1 Each bidder shall satisfy himself before Bidding as to the correctness and sufficiency of his Bid and of the premium on the rates of CSR / rates and**

**prices quoted/entered in the Schedule of Prices, which rates and prices shall except in so far as it is otherwise expressly provided in the Contract, cover all his obligations under the Contract and all matters and things necessary for the proper completion of the works.**

**Sindh Public Procurement Regulatory Authority | [www.pprasindh.gov.pk](http://www.pprasindh.gov.pk) 9.2 The bidder is advised to obtain for himself at his own cost and responsibility all information that may be necessary for preparing the bid and entering into a Contract for execution of the Works.**

**IB.10 Bid Prices, Currency of Bid and Payment 10.1 The bidder shall fill up the Schedule of Prices (Schedule A to Bid) indicating the percentage above or below the Composite Schedule of Rates/unit rates and prices of the Works to be performed under the Contract. Prices in the Schedule of Prices/Bill of Quantities shall be quoted entirely in Pak Rupees keeping in view the instructions contained in the Preamble to Schedule of Prices. 10.2 Unless otherwise stipulated in the Conditions of Contract, prices quoted by the bidder shall remain fixed during the bidder's performance of the Contract and not subject to variation on any account. 10.3 The unit rates and prices in the Schedule of Prices or percentage above or below on the composite schedule of rates shall be quoted by the bidder in the currency as stipulated in Bidding Data. 10.4 Items for which no rate or price is entered by the Bidder will not be paid for by the Procuring Agency when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities.**

**IB.11 Documents Establishing Bidder's Eligibility and Qualifications 11.1 Pursuant to**

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

**IB.12 Documents Establishing Works' Conformity to Bidding Documents 12.1 The documentary evidence of the Works' conformity to the Bidding Documents may be in the form of literature, drawings and data and the bidder shall furnish documentation as set out in Bidding Data. 12.2 The bidder shall note that standards for workmanship, material and equipment, and references to brand names or catalogue numbers, if any, designated by the Procuring Agency in the Technical Provisions are intended to be descriptive only and not restrictive.**

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**IB.13 Bid Security 13.1 Each bidder shall furnish, as part of his bid, at the option of the bidder, a Bid Security as percentage of bid price/estimated cost or in the amount stipulated in Bidding Data in Pak. Rupees in the form of *Deposit at Call/ Payee's Order or a Bank Guarantee* issued by a Scheduled Bank in Pakistan in favour of the Procuring Agency valid for a period up to twenty eight (28) days beyond the bid validity date (*Bid security should not be below***

***1%.and not exceeding 5% of bid price/estimated cost SPP Rule 37*). 13.2 Any bid not accompanied by an acceptable Bid Security shall be rejected by the Procuring Agency as**

non-responsive. 13.3 The bid securities of unsuccessful bidders will be returned upon award of contract to the successful bidder or on the expiry of validity of Bid Security whichever is earlier. 13.4 The Bid Security of the successful bidder will be returned when the bidder has furnished the required Performance Security, and signed the Contract Agreement (SPP Rule 37). 13.5 The Bid Security may be forfeited: (a) if a bidder withdraws his bid during the period of bid validity; or (b) if a bidder does not accept the correction of his Bid Price, pursuant to Sub-Clause 16.4 (b) hereof; or (c) in the case of a successful bidder, if he fails within the specified time limit to: (i) furnish the required Performance Security or (ii) sign the Contract Agreement.

**IB.14 Validity of Bids, Format, Signing and Submission of Bid** 14.1 Bids shall remain valid for the period stipulated in the Bidding Data after the date of bid opening. 14.2 In exceptional circumstances, Procuring Agency may request the bidders to extend the period of validity for a additional period but not exceeding 1/3 of the original period. The request and the bidders' responses shall be made in writing or by cable. A Bidder may refuse the request without forfeiting the Bid Security. A Bidder agreeing to the request will not be required or permitted to otherwise modify the Bid, but will be required to extend the validity of Bid Security for the period of the extension, and in compliance with IB.13 in all respects (SPP Rule 38). 14.3 All Schedules to Bid are to be properly completed and signed. 14.4 No alteration is to be made in the Form of Bid except in filling up the blanks as directed. If any alteration be made or if these instructions be not fully complied with, the bid may be rejected.

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

#### **D. SUBMISSION OF BID**

**IB.15 Deadline for Submission, Modification & Withdrawal of Bids 15.1 Bids must be received by the Procuring Agency at the address/provided in Bidding Data not later than the time and date stipulated therein. 15.2 The inner and outer envelopes shall (a) be addressed to the Procuring Agency at the address provided in the Bidding Data; (b) bear the name and identification number of the Contract as defined in the Bidding and Contract Data; and (c) provide a warning not to open before the specified time and date for Bid opening as defined in the Bidding Data. (d) in addition to the identification required in 15.2, the inner envelopes shall indicate the name and address of the Bidder to enable the Bid to be returned unopened in case it is declared late. (e) If the outer**

**envelope is not sealed and marked as above, the Procuring Agency will assume no responsibility for the misplacement or premature opening of the Bid. 15.3 Bids submitted through telegraph, telex, fax or e-mail shall not be considered. 15.4 Any bid received by the Procuring Agency after the deadline for submission prescribed in Bidding Data will be returned unopened to such bidder. 15.5 Any bidder may modify or withdraw his bid after bid submission provided that the modification or written notice of withdrawal is received by the Procuring Agency prior to the deadline for submission of bids. 15.6 Withdrawal of a bid during the interval between the deadline for submission of bids and the expiration of the period of bid validity specified in the Form of Bid may result in forfeiture of the Bid Security pursuant to IB.13.5 (a).**

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## **E. BID OPENING AND EVALUATION**

**IB.16 Bid Opening, Clarification and Evaluation (SPP Rules 41, 42 & 43) 16.1 The Procuring Agency will open the bids, in the presence of bidders' representatives who choose to attend, at the time, date and in the place specified in the Bidding Data. 16.2 The bidder's name, Bid Prices, any discount, the presence or absence of Bid Security, and such other details as the Procuring Agency at its discretion may consider appropriate, will be announced by the Procuring Agency at the bid opening. The Procuring Agency will record the minutes of the bid opening. Representatives of the bidders who choose to attend shall sign the attendance sheet. Any Bid Price or discount which is not read out and recorded at bid opening will not be taken into account in the**

evaluation of bid. 16.3 To assist in the examination, evaluation and comparison of Bids the Engineer/Procuring Agency may, at its discretion, ask the bidder for a clarification of its Bid. The request for clarification and the response shall be in writing and no change in the price or substance of the Bid shall be sought, offered or permitted (SPP Rule 43). 16.4 (a) Prior to the detailed evaluation, pursuant to IB.16.7 to 16.9, the Engineer/Procuring Agency will determine the substantial responsiveness of each bid to the Bidding Documents. For purpose of these instructions, a substantially responsive bid is one which conforms to all the terms and conditions of the Bidding Documents without material deviations. It will include determining the requirements listed in Bidding Data. (b) Arithmetical errors will be rectified on the following basis: If there is a discrepancy between the unit price and total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between the words and figures the amount in words shall prevail. If there is a discrepancy between the Total Bid price entered in Form of Bid and the total shown in Schedule of Prices-Summary, the amount stated in the Form of Bid will be corrected by the Procuring Agency in accordance with the Corrected Schedule of Prices. If the bidder does not accept the corrected amount of Bid, his Bid will be rejected and his Bid Security forfeited. 16.5 A Bid determined as substantially non-responsive will be rejected and will not subsequently be made responsive by the bidder by correction of the non-conformity. 16.6 Any minor informality or non-conformity or irregularity in a Bid which does not constitute a material deviation (major deviation)

**may be waived by Procuring Agency,**

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

**(B) Minor Deviations Bids that offer deviations acceptable to the Procuring Agency and which can be assigned a monetary value may be considered substantially responsive at least as to the issue of fairness. This value would however be added as an adjustment for evaluation purposes only during the detailed evaluation process. 16.7 The Engineer/Procuring Agency will evaluate and compare only the bids previously determined to be substantially responsive pursuant to IB.16.4 to 16.6 as per**

requirements given hereunder. Bids will be evaluated for complete scope of works. The prices will be compared on the basis of the Evaluated Bid Price pursuant to IB.16.8 herein below.

**Technical Evaluation:** It will be examined in detail whether the works offered by the bidder complies with the Technical Provisions of the Bidding Documents. For this purpose, the bidder's data submitted with the bid in Schedule B to Bid will be compared with technical features/criteria of the works detailed in the Technical Provisions. Other technical information submitted with the bid regarding the Scope of Work will also be reviewed. **16.8 Evaluated Bid Price** In evaluating the bids, the Engineer/Procuring Agency will determine for each bid in addition to the Bid Price, the following factors (adjustments) in the manner and to the extent indicated below to determine the Evaluated Bid Price: (i) making any correction for arithmetic errors pursuant to IB.16.4 hereof.

Sindh Public Procurement Regulatory Authority | [www.pprasindh.gov.pk](http://www.pprasindh.gov.pk) (ii) discount, if any, offered by the bidders as also read out and recorded at the time of bid opening. (iii) excluding provisional sums and the provisions for contingencies in the Bill of Quantities if any, but including Day work, where priced competitively.

**IB.17 Process to be Confidential** 17.1 Subject to IB.16.3 heretofore, no bidder shall contact Engineer/Procuring Agency on any matter relating to its Bid from the time of the Bid opening to the time the bid evaluation result is announced by the Procuring Agency. The evaluation result shall be announced at least seven (07) days prior to

award of Contract (SPP Rule 45). The announcement to all bidders will include table(s) comprising read out prices, discounted prices, price adjustments made, final evaluated prices and recommendations against all the bids evaluated. 17.2 Any effort by a bidder to influence Engineer/Procuring Agency in the Bid evaluation, Bid comparison or Contract Award decisions may result in the rejection of his Bid. Whereas any bidder feeling aggrieved, may lodge a written complaint to Complaint Redressal Committee as per terms and conditions mentioned in SPP Rules 31 & 32. However, mere fact of lodging a complaint shall not warrant suspension of procurement process. 17.3 Bidders may be excluded if involved in “Corrupt and Fraudulent Practices” means either one or any combination of the practices given below SPP Rule 2(q); (i) —Coercive Practice|| means any impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence the actions of a party to achieve a wrongful gain or to cause a wrongful loss to another party; (ii) —Collusive Practice|| means any arrangement between two or more parties to the procurement process or contract execution, designed to achieve with or without the knowledge of the procuring agency to establish prices at artificial, noncompetitive levels for any wrongful gain; (iii) “Corrupt Practice” means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful gain; (iv) —Fraudulent Practice” means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation; (v) “Obstructive

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

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## **F. AWARD OF CONTRACT**

**IB.18. Post Qualification 18.1 The Procuring Agency, at any stage of the bid evaluation, having credible reasons for or *prima facie* evidence of any defect in contractor’s capacities, may require the contractors to provide information concerning their professional, technical, financial, legal or managerial competence whether already pre-qualified or not: Provided, that such qualification shall only be laid down after recording reasons therefore in writing. They shall form part of the records of that bid evaluation report. 18.2 The determination will take into account the bidder’s financial and technical capabilities. It will be based upon an examination of the documentary evidence of the bidders’ qualifications submitted under B.11, as well as such other information required in the Bidding Documents.**

**IB.19 Award Criteria & Procuring Agency's Right** 19.1 Subject to IB.19.2, the Procuring Agency will award the Contract to the bidder whose bid has been determined to be substantially responsive to the Bidding Documents and who has offered the lowest evaluated Bid Price, provided that such bidder has been determined to be qualified to satisfactorily perform the Contract in accordance with the provisions of the IB.18. 19.2 Notwithstanding IB.19.1, the Procuring Agency reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of Contract, without thereby incurring any liability to the affected bidders or any obligation to inform the affected bidders of the grounds for the Procuring Agency's action except that the grounds for its rejection of all bids shall upon request be communicated, to any bidder who submitted a bid, without justification of the grounds. Notice of the rejection of all the bids shall be given promptly to all the bidders (SPP Rule 25).

**IB.20 Notification of Award & Signing of Contract Agreement** 20.1 Prior to expiration of the period of bid validity prescribed by the Procuring Agency, the Procuring Agency will notify the successful bidder in writing (—Letter of Acceptance||) that his bid has been accepted (SPP Rule 49). 20.2 Within seven (07) days from the date of furnishing of acceptable Performance Security under the Conditions of Contract, the Procuring Agency will send the successful bidder the Form of Contract Agreement provided in the Bidding Documents, incorporating all agreements between the parties. 20.3 The formal Agreement between the Procuring Agency and the successful bidder duly stamped at

**rate of ----% of bid price(updated from time to time) stated in Letter of Acceptance shall be executed within seven (07) days of the receipt of Form of Contract Agreement by the successful bidder from the Procuring Agency.**

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**IB.21 Performance Security 21.1 The successful bidder shall furnish to the Procuring Agency a Performance Security in the form and the amount stipulated in the Conditions of Contract within a period of fourteen (14) days after the receipt of Letter of Acceptance (SPP 39). 21.2 Failure of the successful bidder to comply with the requirements of Sub-Clauses IB.20.2 & 20.3 or 21.1 or Clause IB.22 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security.**

**21.3 Publication of Award of Contract: within seven days of the award of contract, the procuring shall publish on the website of the authority and on its own website, if such a website exists, the results of the bidding process, identifying the bid through procurement identifying Number if any**

**and the following information:**

- (1) Evaluation Report;**
- (2) Form of Contract and letter of Award;**
- (3) Bill of Quantities or Schedule of Requirements. (SPP Rule 50)**

**IB.22 Integrity Pact The Bidder shall sign and stamp the Form of Integrity Pact provided**

**at Schedule-F to Bid in the Bidding Document for all Sindh Government procurement contracts exceeding Rupees ten (10) million. Failure to provide such Integrity Pact shall make the bid nonresponsive (SPP Rule 89).**

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

### **Instructions to Bidders**

#### **Clause Reference 1.1 Name of Procuring Agency**

\_\_\_\_\_ *(Insert name of the Procuring Agency)*

**Brief Description of Works** \_\_\_\_\_

\_\_\_\_\_ **5.1 (a) Procuring Agency's address:**

\_\_\_\_\_ *(Insert address of the Procuring Agency with telex/fax)* **(b) Engineer's address:**

\_\_\_\_\_ *(Insert name and address of the Engineer, if any, with telex/fax.)* **10.3 Bid shall be quoted entirely in Pak. Rupees. The payment shall be made in Pak. Rupees. 11.2 The bidder has the financial, technical and constructional capability necessary to perform the Contract**

as follows: *(Insert required capabilities and documents)*

**i. Financial capacity:** *(must have turnover of Rs-----Million);*

**ii. Technical capacity:***(mention the appropriate category of registration with PEC and qualification and experience of the staff);*

**iii. Construction Capacity:** *(mention the names and number of equipments required for the work).*

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*(Fill in lump sum amount or in % age of bid amount /estimated cost, but not below 1% and not exceeding 5%)* **14.1 Period of Bid Validity**

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*(Fill in "number of days" not exceeding 90)* 14.4 Number of Copies of the Bid to be submitted: One original plus \_\_\_\_\_ copies. 14.6 (a) Procuring Agency's Address for the Purpose of Bid Submission \_\_\_\_\_

*(insert postal address or location of bid box for delivery by hand)* 15.1 Deadline for Submission of Bids Time: \_\_\_\_\_ AM/PM on \_\_\_\_\_. 16.1 Venue, Time, and Date of Bid Opening Venue: \_\_\_\_\_ Time: \_\_\_\_\_ Date: \_\_\_\_\_ 16.4 Responsiveness of Bids (i) Bid is valid till required period,

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

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**FORM OF BID AND SCHEDULES TO BID**

**FORM OF BID (LETTER OF OFFER) Bid Reference No. \_\_\_\_\_**

\_\_\_\_\_  
**(Name of Works) To: \_\_\_\_\_**

\_\_\_\_\_ **Gentlemen, 1. Having examined the Bidding Documents including Instructions to Bidders, Bidding Data, Conditions of Contract, Contract Data, Specifications, Drawings, if any, Schedule of Prices and Addenda Nos.**

\_\_\_\_\_ **for the execution of the above-named works, we, the undersigned, being a company doing business under the name of and address**

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



## **[SCHEDULES TO BID INCLUDE THE FOLLOWING:**

- Σχηδουλε Α το Βιδ: Σχηδουλε οφ Πριχες
- Σχηδουλε Β το Βιδ: Σπεχιφιχ Ωορκσ Δατα
- Σχηδουλε Χ το Βιδ: Ωορκσ το βε Περφορμεδ βψ Συβχοντραχτορσ
- Σχηδουλε Δ το Βιδ: Προποσεδ Προγραμ οφ Ωορκσ
- Σχηδουλε Ε το Βιδ: Μετηοδ οφ Περφορμινγ Ωορκσ
- Σχηδουλε Φ το Βιδ: Ιντεγριτυ Παχτ]

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## **ΣΧΗΕΔΥΛΕ - Α ΤΟ ΒΙΔ**

### **SCHEDULE OF PRICES**

**Sr. No. Page No. 1. Preamble to Schedule of Prices..... 24 2. Schedule of Prices..... 26 \*(a) Summary of Bid Prices \* (b) Detailed Schedule of Prices /Bill of Quantities (BOQ) \* [To be prepared by the Engineer/Procuring Agency]**

### **SCHEDULE - A TO BID**

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### **PREAMBLE TO SCHEDULE OF PRICES**

- 1. General 1.1 The Schedule of Prices shall be read in conjunction with the Conditions of Contract, Contract Data together with the Specifications and Drawings, if any. 1.2 The Contract shall be for the whole of the works as described in these Bidding Documents. Bids must be for the complete scope of works.**
- 2. Description 2.1 The general directions and descriptions of works and materials are**

not necessarily repeated nor summarized in the Schedule of Prices. References to the relevant sections of the Bidding Documents shall be made before entering prices against each item in the Schedule of Prices.

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

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

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

#### **SCHEDULE - A TO BID**

Sindh Public Procurement Regulatory Authority | [www.pprasindh.gov.pk](http://www.pprasindh.gov.pk)      no items are provided, the cost shall be deemed to be distributed among the rates and prices entered for the related items of

the Works and no separate payment will be made for those items. The rates, prices and amounts shall be entered against each item in the Schedule of Prices. Any item against which no rate or price is entered by the bidder will not be paid for by the Procuring Agency when executed and shall be deemed covered by the rates and prices for other items in the Schedule of Prices. 4.5 (a) The bidder shall be deemed to have obtained all information as to and all requirements related thereto which may affect the bid price.

\*(b) The Contractor shall be responsible to make complete arrangements for the transportation of the Plant to the Site.

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

**5. Bid Prices** 5.1 Break-up of Bid Prices The various elements of Bid Prices shall be quoted as detailed by the Procuring Agency in the format of Schedule of Prices. The bidder shall recognize such elements of the costs which he expects to incur the performance of the Works and shall include all such costs in the rates and amounts entered in the Schedule of Prices. 5.2 Total Bid Price The total of bid prices in the Schedule of Prices shall be entered in the Summary of Bid Prices.

**6. Provisional Sums and Day work** 6.1 Provisional Sums included and so designated in the Schedule of Prices if any, shall be expended in whole or in part at the direction and

**discretion of the Engineer/Procuring Agency. The Contractor will only receive payment in respect of Provisional Sums, if he has been instructed by the Engineer/Procuring Agency to utilize such sums. 6.2 Day work rates in the contractor's bid are to be used for small additional amounts of work and only when the Engineer have given written instructions in advance for additional work to be paid for in that way.**

### **SCHEDULE - A TO BID**

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

**Bill**

**No.**

**Description Total Amount (Rs) 1. 2 3 4 5 1. 2. 3. 4. 1. 2. 3. 4. 5. 6.**

**(A) Building Work Civil works Internal sanitary and water supply Electrification  
External Development works Miscellaneous Items**

**(B) Road Work. Earthwork Hard Crust and Surface Treatment Culverts and Bridges  
Miscellaneous Items (C) Public Health Engineering Works. Earthwork Subsurface Drains  
Pipe Laying and Man holes Tube wells, Pump houses Compound wall Miscellaneous  
Items Total Bid Price (The amount to be entered in Paragraph 1 of the Form of Bid) (In  
words).**

### **SCHEDULE - A TO BID**

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### **SCHEDULE OF PRICES**

**Item**

**No.**

**Description Quantity Unit Rate(Rs) Total Amount (Rs) 1. 2. 3. 1. 2. 3. 1. 2. 3. 1. 2. 3. 1. 2. 3.**

**I. (Civil works)**

**II. Internal sanitary and water supply.**

**III. Electrification.**

**IV. External Development works.**

**V. Miscellaneous Items Total (*to be carried to Summary of Bid Price*)**

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

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**SCHEDULE - B TO BID**

**\*SPECIFIC WORKS DATA**

***(To be prepared and incorporated by the Procuring Agency)***

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

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## **SCHEDULE – C TO BID**

**WORKS TO BE PERFORMED BY SUBCONTRACTORS\*** The bidder will do the work with his own forces except the work listed below which he intends to sub-contract. Items of Works Name and address of Statement of similar to be Sub-Contracted Sub-Contractors works previously executed. (*attach evidence*)

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

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## **SCHEDULE – D TO BID**

**PROPOSED PROGRAMME OF WORKS** Bidder shall provide a programme in a bar-chart or Program Evaluation and Review Technique (PERT) or Critical Path Method (CPM) showing the sequence of work items by which he proposes to complete the works of the entire Contract. The programme should indicate the sequence of work items and the

**period of time during which he proposes to complete the works including the activities like designing, schedule of submittal of drawings, ordering and procurement of materials, manufacturing, delivering, construction of civil works, erection, testing and commissioning of works to be supplied under the Contract.**

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### **SCHEDULE – E TO BID**

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

- Τη σεθνεχη ανδ μετηοδσ εν ωηιχη ηε προποσεσ το χαρρησ ουτ τηε Ωορκσ, ενχλυδινη τηε νυμβερ οφ σηιφτσ περ δαψ ανδ ηουρσ περ σηιφτ, ηε εξπεχτσ το ωορκ.
- Α λιστ οφ αλλ μαφορ ιτεμσ οφ χονστρυχτιον ανδ πλαντ ερεχτιον, τοολσ ανδ πεηιχλεσ προποσεδ το βε υσεδ εν δελιπερινη/χαρρησινγη ουτ τηε ωορκσ ατ σιτε.
- Τηε προχεδυρε φορ ενσταλλατιον οφ εθυιπμεντ ανδ τρανσπορτατιον οφ εθυιπμεντ ανδ ματεριαλσ το τηε σιτε.
- Οργανισατιον χηαρτ ενδιχατινη ηεαδ οφφιχε & φιελδ οφφιχε περσοννελ ενπολπεδ εν μαναγεμεντ, συπερπισιον ανδ ενγινεερινη οφ τηε Ωορκσ το βε δονε υνδερ τηε Χοντραχτ.

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### **ΣΧΗΔΥΛΕ – F TO BID**

#### **(INTEGRITY PACT)**

#### **DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC**

**PAYABLE BY CONTRACTORS**

**(FOR CONTRACTS WORTH RS. 10.00 MILLION OR MORE)**

**Contract No. \_\_\_\_\_ Dated \_\_\_\_\_**

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

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

**..... [name of Contractor] hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or**

**benefit from Government of Sindh (GoS) or any administrative subdivision or agency thereof**

**or any other entity owned or controlled by it (GoS) through any corrupt business practice.**

**Without limiting the generality of the foregoing, [name of Contractor] represents and warrants that it has fully declared the brokerage, commission, fees etc. paid or payable to**

**anyone and not given or agreed to give and shall not give or agree to give to anyone within**

**or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder,**

**sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback,**

**whether described as consultation fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from, from Procuring Agency (PA) except that which has been expressly declared pursuant hereto.**

**[name of Contractor] accepts full responsibility and strict liability that it has made and will**

**make full disclosure of all agreements and arrangements with all persons in respect of or**

**related to the transaction with PA and has not taken any action or will not take any action to**

**circumvent the above declaration, representation or warranty.**

**[name of Contractor] accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to**

**defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other rights and remedies available to PA under any**

**law, contract or other instrument, be voidable at the option of PA.**

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

.....  
**[Procuring Agency] [Contractor]**

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## **CONDITIONS OF CONTRACT**

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## **CONDITIONS OF CONTRACT**

**1. GENERAL PROVISIONS 1.1 Definitions** In the Contract as defined below, the words and expressions defined shall have the following meanings assigned to them, except where the context requires otherwise:

**The Contract 1.1.1 –Contract||** means the Contract Agreement and the other documents listed in the Contract Data. **1.1.2 –Specifications||** means the document as listed in the Contract Data, including Procuring Agency's requirements in respect of design to be

carried out by the Contractor (if any), and any Variation to such document. 1.1.3 –Drawings|| means the Procuring Agency’s drawings of the Works as listed in the Contract Data, and any Variation to such drawings.

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

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

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

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does not include any allowance for

profit.

Other Definitions 1.1.11 –Contractor’s Equipment|| means all machinery, apparatus and other things required for the execution of the Works but does not include Materials or

**Plant intended to form part of the Works. 1.1.12 –Country|| means the Islamic Republic of Pakistan. 1.1.13 –Procuring Agency’s Risks|| means those matters listed in Sub-Clause 6.1. 1.1.14 –Force Majeure|| means an event or circumstance which makes performance of a Party’s obligations illegal or impracticable and which is beyond that Party’s reasonable control. 1.1.15 \_Materials|| means things of all kinds (other than Plant) to be supplied and incorporated in the Works by the Contractor. 1.1.16 –Plant|| means the machinery and apparatus intended to form or forming part of the Works. 1.1.17 –Site|| means the places provided by the Procuring Agency where the Works are to be executed, and any other places specified in the Contract as forming part of the Site. 1.1.18 –Variation|| means a change which is instructed by the Engineer/Procuring Agency under Sub-Clause 10.1. 1.1.19 \_Works|| means any or all the works whether Supply, Installation, Construction etc. and design (if any) to be performed by the Contractor including temporary works and any variation thereof. 1.1.20 –Engineer|| means the person notified by the Procuring Agency to act as Engineer for the purpose of the Contract and named as such in Contract Data. 1.2 Interpretation Words importing persons or parties shall include firms and organisations. Words importing singular or one gender shall include plural or the other gender where the context requires. 1.3 Priority of Documents The documents forming the Contract are to be taken as mutually explanatory of one another. If an ambiguity or discrepancy is found in the documents, the priority of the documents shall be in accordance with the order as listed in the Contract Data.**

**1.4 Law** The law of the Contract is the relevant Law of Islamic Republic of Pakistan. **1.5 Communications** All Communications related to the Contract shall be in English language. **1.6 Statutory Obligations** The Contractor shall comply with the Laws of Islamic Republic of Pakistan and shall give all notices and pay all fees and other charges in respect of the Works.

**2. THE PROCURING AGENCY** **2.1 Provision of Site** The Procuring Agency shall provide the Site and right of access thereto at the times stated in the Contract Data.

Site Investigation Reports are those that were included in the bidding documents and are factual and interpretative reports about the surface and subsurface conditions at the Site. **2.2 Permits etc.** The Procuring Agency shall, if requested by the Contractor, assist him in applying for permits, licences or approvals which are required for the Works. **2.3 Engineer's/Procuring Agency's Instructions** The Contractor shall comply with all instructions given by the Procuring Agency or the Engineer, if notified by the Procuring Agency, in respect of the Works including the suspension of all or part of the works. **2.4 Approvals** No approval or consent or absence of comment by the Engineer/Procuring Agency shall affect the Contractor's obligations.

**3. ENGINEER'S/PROCURING AGENCY'S REPRESENTATIVES** **3.1 Authorised Person** The Procuring Agency shall appoint a duly authorized person to act for him and on his behalf for the purposes of this Contract. Such authorized person shall be duly identified in the Contract Data or otherwise notified in writing to the Contractor as soon as he is so appointed. In either case the Procuring Agency shall notify the Contractor, in writing,

**the precise scope of the authority of such authorized person at the time of his appointment.**

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

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

**4. THE CONTRACTOR**

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

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

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

**4.4 Performance Security The Contractor shall furnish to the Procuring Agency within fourteen (14) days after receipt of Letter of Acceptance a Performance Security at the option of the bidder, in the form of**

**Payee's order /Bank Draft or Bank Guarantee from scheduled bank for the amount and validity specified in Contract Data.**

**5. DESIGN BY CONTRACTOR 5.1 Contractor's Design** The Contractor shall carry out design to the extent specified, as referred to in the Contract Data. The Contractor shall promptly submit to the Engineer/Procuring Agency all designs prepared by him, within fourteen (14) days of receipt the Engineer/Procuring Agency shall notify any comments or, if the design submitted is not in accordance with the Contract, shall reject it stating the reasons. The

Sindh Public Procurement Regulatory Authority | [www.pprasindh.gov.pk](http://www.pprasindh.gov.pk) **Contractor shall not construct any element of the works designed by him within fourteen (14) days after the design has been submitted to the Engineer/Procuring Agency or which has been rejected. Design that has been rejected shall be promptly amended and resubmitted. The Contractor shall resubmit all designs commented on taking these comments into account as necessary. 5.2 Responsibility for Design** The Contractor shall remain responsible for his bided design and the design under this Clause, both of which shall be fit for the intended purposes defined in the Contract and he shall also remain responsible for any infringement of any patent or copyright in respect of the same. The Engineer/Procuring Agency shall be responsible for the Specifications and Drawings.

**6. PROCURING AGENCY'S RISKS 6.1 The Procuring Agency's Risks** The Procuring Agency's Risks are:- a) war, hostilities (whether war be declared or not), invasion, act of foreign enemies, within the Country; b) rebellion, terrorism, revolution, insurrection,

**military or usurped power, or civil war, within the Country; c) riot, commotion or disorder by persons other than the Contractor's personnel and other employees including the personnel and employees of SubContractors, affecting the Site and/or the Works; d) ionising radiations, or contamination by radio-activity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radio-active toxic explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component of such an assembly, except to the extent to which the Contractor/Sub-Contractors may be responsible for the use of any radio-active material; e) Pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds; f) use or occupation by the Procuring Agency of any part of the Works, except as may be specified in the Contract; g) late handing over of sites, anomalies in drawings, late delivery of designs and drawings of any part of the Works by the Procuring Agency's personnel or by others for whom the Procuring Agency is responsible; h) a suspension under Sub-Clause 2.3 unless it is attributable to the Contractor's failure; and**

**Sindh Public Procurement Regulatory Authority | [www.pprasindh.gov.pk](http://www.pprasindh.gov.pk) i) physical obstructions or physical conditions other than climatic conditions, encountered on the Site during the performance of the Works, for which the Contractor immediately notified to the Procuring Agency and accepted by the Procuring Agency.**

**7. TIME FOR COMPLETION 7.1 Execution of the Works The Contractor shall commence the Works on the Commencement Date and shall proceed expeditiously and without delay and shall complete the Works, subject to Sub-Clause 7.3 below, within the Time**

**for Completion. 7.2 Programme Within the time stated in the Contract Data, the Contractor shall submit to the Engineer/Procuring Agency a programme for the Works in the form stated in the Contract Data. 7.3 Extension of Time The Contractor shall, within such time as may be reasonable under the circumstances, notify the Procuring Agency/Engineer of any event(s) falling within the scope of Sub-Clause 6.1 or 10.3 of these Conditions of Contract and request the Procuring Agency/Engineer for a reasonable extension in the time for the completion of works. Subject to the aforesaid, the Procuring Agency/Engineer shall determine such reasonable extension in the time for the completion of works as may be justified in the light of the details/particulars supplied by the Contractor in connection with the such determination by the Procuring Agency/Engineer within such period as may be prescribed by the Procuring Agency/Engineer for the same; and the Procuring Agency may extend the time for completion as determined. 7.4 Late Completion If the Contractor fails to complete the Works within the Time for Completion, the Contractor's only liability to the Procuring Agency for such failure shall be to pay the amount as liquidity damages stated in the Contract Data for each day for which he fails to complete the Works. 8. TAKING-OVER 8.1 Completion The Contractor may notify the Engineer/Procuring Agency when he considers that the Works are complete.**

**8.2 Taking-Over Notice Within fourteen (14) days of the receipt of the said notice of completion from the Contractor the Procuring Agency/Engineer shall either takeover the completed works and issue a**

**Certificate of Completion to that effect or shall notify the Contractor his reasons for not taking-over the works. While issuing the Certificate of Completion as aforesaid, the Procuring Agency/Engineer may identify any outstanding items of work which the Contractor shall undertake during the Maintenances Period.**

**9. REMEDYING DEFECTS 9.1 Remedying Defects The Contractor shall for a period stated in the Contract Data from the date of issue of the Certificate of Completion carry out, at no cost to the Procuring Agency, repair and rectification work which is necessitated by the earlier execution of poor quality of work or use of below specifications material in the execution of Works and which is so identified by the Procuring Agency/Engineer in writing within the said period. Upon expiry of the said period, and subject to the Contractor's faithfully performing his aforesaid obligations, the Procuring Agency/Engineer shall issue a Maintenance Certificate whereupon all obligations of the Contractor under this Contract shall come to an end. Failure to remedy any such defects or complete outstanding work within a reasonable time shall entitle the Procuring Agency to carry out all necessary works at the Contractor's cost. However, the cost of remedying defects not attributable to the Contractor shall be valued as a Variation. 9.2 Uncovering and Testing The Engineer/Procuring Agency may give instruction as to the uncovering and/or testing of any work. Unless as a result of an uncovering and/or testing it is established that the Contractor's design, materials, plant or workmanship are not in accordance with the Contract, the Contractor shall be paid for such uncovering and/or testing as a Variation in accordance with Sub-Clause 10.2.**

**10. VARIATIONS AND CLAIMS 10.1 Right to Vary** The Procuring Agency/Engineer may issue Variation Order(s) in writing. Where for any reason it has not been possible for the Procuring Agency/Engineer to issue such Variations Order(s), the Contractor may confirm any verbal orders given by the Procuring Agency/Engineer in writing and if the same are not refuted/denied by the Procuring Agency/Engineer within ten (10) days of the receipt of such confirmation the same shall be deemed to be a Variation Orders for the purposes of this Sub-Clause.

Sindh Public Procurement Regulatory Authority | [www.pprasindh.gov.pk](http://www.pprasindh.gov.pk) **10.2 Valuation of Variations** Variations shall be valued as follows: a) at a lump sum price agreed between the Parties, or b) where appropriate, at rates in the Contract, or c) in the absence of appropriate rates, the rates in the Contract shall be used as the basis for valuation, or failing which d) at appropriate new rates, as may be agreed or which the Engineer/Procuring Agency considers appropriate, or e) if the Engineer/Procuring Agency so instructs, at day work rates set out in the Contract Data for which the Contractor shall keep records of hours of labour and Contractor's Equipment, and of Materials, used. **10.3 Changes in the Quantities.** a) If the final quantity of the work done differs from the quantity in the Bill of Quantities for the particular item by more than 25 percent, provided the change exceeds 1 percent of the Initial Contract Price, the Procuring Agency/Engineer shall adjust the rate to allow for the change and will be valued as per sub clause 10.2. b) The Engineer shall not adjust rates from changes in quantities if thereby the Initial Contract Price is exceeded by more than 15 percent, except with the prior approval of the

**Procuring Agency. c) If requested by the Engineer, the contractor shall provide the Engineer with a detailed cost breakdown of any rate in the Bill of Quantities. 10.4 Early Warning The Contractor shall notify the Engineer/Procuring Agency in writing as soon as he is aware of any circumstance which may delay or disrupt the Works, or which may give rise to a claim for additional payment. To the extent of the Contractor's failure to notify, which results to the Engineer/Procuring Agency being unable to keep all relevant records or not taking steps to minimise any delay, disruption, or Cost, or the value of any Variation, the Contractor's entitlement to extension of the Time for Completion or additional payment shall be reduced/rejected. 10.5 Valuation of Claims If the Contractor incurs Cost as a result of any of the Procuring Agency's Risks, the Contractor shall be entitled to the amount of such Cost. If as a result of any**

**Sindh Public Procurement Regulatory Authority | [www.pprasindh.gov.pk](http://www.pprasindh.gov.pk) Procuring Agency's Risk, it is necessary to change the Works, this shall be dealt with as a Variation subject to Contractor's notification for intention of claim to the Engineer/Procuring Agency within fourteen (14) days of the occurrence of cause. 10.6 Variation and Claim Procedure The Contractor shall submit to the Engineer/Procuring Agency an itemised detailed breakdown of the value of variations and claims within twenty eight (28) days of the instruction or of the event giving rise to the claim. The Engineer/Procuring Agency shall check and if possible agree the value. In the absence of agreement, the Procuring Agency shall determine the value.**

**11. CONTRACT PRICE AND PAYMENT 11.1 (a) Terms of Payments The amount due to the**

**Contractor under any Interim Payment Certificate issued by the Engineer pursuant to this Clause, or to any other terms of the Contract, shall , subject to Clause 11.3, be paid by the Procuring Agency to the Contractor within 30 days after such Interim Payment Certificate has been jointly verified by Procuring Agency and Contractor, or, in the case of the Final Certificate referred to in Sub Clause 11.5, within 60days after such Final Payment Certificate has been jointly verified by Procuring Agency and Contractor; Provided that the Interim Payment shall be caused in thirty (30) days and Final Payment in 60 days in case of foreign funded project. In the event of the failure of the Procuring Agency to make payment within 90 days then Procuring Agency shall pay to the Contractor compensation at the 28 days rate of KIBOR+2% per annum in local currency and LIBOR+1% for foreign currency, upon all sums unpaid from the date by which the same should have been paid. (b) Valuation of the Works The Works shall be valued as provided for in the Contract Data, subject to Clause 10. 11.2 Monthly Statements The Contractor shall be entitled to be paid at monthly intervals: a) the value of the Works executed less to the cumulative amount paid previously; and b) value of secured advance on the materials and valuation of variations (if any). The Contractor shall submit each month to the Engineer/Procuring Agency a statement showing the amounts to which he considers himself entitled.**

exceeding thirty (30/60) days from the said date of submission by the Contractor, the Procuring Agency shall pay to the Contractor the sum subject to adjustment for deduction of the advance payments and retention money. 11.4 Retention Retention money shall be paid by the Procuring Agency to the Contractor within fourteen (14) days after either the expiry of the period stated in the Contract Data, or the remedying of notified defects, or the completion of outstanding work, all as referred to in Sub-Clause 9.1, whichever is the later. 11.5 Final Payment Within twenty one (21) days from the date of issuance of the Maintenance Certificate the Contractor shall submit a final account to the Engineer to verify and the Engineer shall verify the same within fourteen (14) days from the date of submission and forward the same to the Procuring Agency together with any documentation reasonably required to enable the Procuring Agency to ascertain the final contract value. Within sixty (60) days from the date of receipt of the verified final account from the Engineer, the Procuring Agency shall pay to the Contractor any amount due to the Contractor. While making such payment the Procuring Agency may, for reasons to be given to the Contractor in writing, withhold any part or parts of the verified amount. 11.6 Currency Payment shall be in the currency stated in the Contract Data.

**12. DEFAULT** 12.1 Defaults by Contractor If the Contractor abandons the Works, refuses or fails to comply with a valid instruction of the Engineer/Procuring Agency or fails to proceed expeditiously and without delay, or is, despite a written complaint, in breach of the Contract, the Procuring Agency may give notice referring to this Sub-Clause and

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

Sindh Public Procurement Regulatory Authority | [www.pprasindh.gov.pk](http://www.pprasindh.gov.pk)      **12.2 Defaults by Procuring Agency** If the Procuring Agency fails to pay in accordance with the Contract, or is, despite a written complaint, in breach of the Contract, the Contractor may give notice referring to this Sub-Clause and stating the default. If the default is not remedied within fourteen (14) days after the Procuring Agency's receipt of this notice, the Contractor may suspend the execution of all or parts of the Works. If the default is not remedied within twenty eight (28) days after the Procuring Agency's receipt of the Contractor's notice, the Contractor may by a second notice given within a further twenty one (21) days, terminate the Contract. The Contractor shall then demobilise from the Site. **12.3 Insolvency** If a Party is declared insolvent under any applicable law, the other Party may by notice terminate the Contract immediately. The Contractor shall then demobilise from the site leaving behind, in the case of the Contractor's insolvency, any Contractor's Equipment which the Procuring Agency instructs in the notice is to be used for the completion of the Works. **12.4 Payment upon Termination** After termination, the Contractor shall be entitled to payment of the unpaid balance of the value of the works

executed and of the Materials and Plant reasonably delivered to the site, adjusted by the following: a) any sums to which the Contractor is entitled under Sub-Clause 10.4, b) any sums to which the Procuring Agency is entitled, c) if the Procuring Agency has terminated under Sub-Clause 12.1 or 12.3, the Procuring Agency shall be entitled to a sum equivalent to twenty percent (20%) of the value of parts of the Works not executed at the date of the termination, and d) if the Contractor has terminated under Sub-Clause 12.2 or 12.3, the Contractor shall be entitled to the cost of his demobilisation together with a sum equivalent to ten percent (10%) of the value of parts of the works not executed at the date of termination. The net balance due shall be paid or repaid within twenty eight (28) days of the notice of termination.

**13. RISKS AND RESPONSIBILITIES 13.1 Contractor's Care of the Works Subject to Sub-Clause 9.1, the Contractor shall take full responsibility for the care**

Sindh Public Procurement Regulatory Authority | [www.pprasindh.gov.pk](http://www.pprasindh.gov.pk) **of the Works from the Commencement Date until the date of the Procuring Agency's/Engineer's issuance of Certificate of Completion under Sub-Clause 8.2. Responsibility shall then pass to the Procuring Agency. If any loss or damage happens to the Works during the above period, the Contractor shall rectify such loss or damage so that the Works conform with the Contract. Unless the loss or damage happens as a result of any of the Procuring Agency's Risks, the Contractor shall indemnify the Procuring Agency, or his agents against all claims loss, damage and expense arising out of the Works. 13.2 Force Majeure If Force Majeure occurs, the Contractor shall notify the Engineer/Procuring Agency**

immediately. If necessary, the Contractor may suspend the execution of the Works and, to the extent agreed with the Procuring Agency demobilize the Contractor's Equipment. If the event continues for a period of eighty four (84) days, either Party may then give notice of termination which shall take effect twenty eight (28) days after the giving of the notice. After termination, the Contractor shall be entitled to payment of the unpaid balance of the value of the Works executed and of the Materials and Plant reasonably delivered to the Site, adjusted by the following: a) any sums to which the Contractor is entitled under Sub-Clause 10.4, b) the cost of his demobilization, and c) less any sums to which the Procuring Agency is entitled. The net balance due shall be paid or repaid within thirty five (35) days of the notice of termination.

**14. INSURANCE** 14.1 Arrangements The Contractor shall, prior to commencing the Works, effect insurances of the types, in the amounts and naming as insured the persons stipulated in the Contract Data except for items (a) to (e) and (i) of the Procuring Agency's Risks under SubClause 6.1. The policies shall be issued by insurers and in terms approved by the Procuring Agency. The Contractor shall provide the Engineer/Procuring Agency with evidence that any required policy is in force and that the premiums have been paid. 14.2 Default If the Contractor fails to effect or keep in force any of the insurances referred to in the previous Sub-Clause, or fails to provide satisfactory evidence, policies or receipts, the Procuring Agency may, without prejudice to any other right or

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

**15. RESOLUTION OF DISPUTES**

**15.1 Engineer's Decision** If a dispute of any kind whatsoever arises between the Procuring Agency and the Contractor in connection with the works, the matter in dispute shall, in the first place, be referred in writing to the Engineer, with a copy to the other party. Such reference shall state that it is made pursuant to this Clause. No later than the twenty eight (28) days after the day on which he received such reference, the Engineer shall give notice of his decision to the Procuring Agency (Superintending Engineer) and the Contractor. Unless the Contract has already been repudiated or terminated, the Contractor shall, in every case, continue to proceed with the work with all due diligence, and the Contractor and the Procuring Agency (Superintending Engineer) shall give effect forthwith to every such decision of the Engineer unless and until the same shall be revised, as hereinafter provided in an arbitral award.

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

**arbitrator. If a contractor is dissatisfied with the decision of the Engineer of the department or decision is not given in time then he can approach Superintending Engineer within 14 days, in case of dissatisfaction with decision of Superintending Engineer or not decided within 28 days, then arbitration process would be adopted as per clause 15.3. 15.3 Arbitration A dispute which has been the subject of a notice of dissatisfaction shall be finally settled as per provisions of Arbitration Act 1940 (Act No. X of 1940) and Rules made there under and any statutory modifications thereto. Any hearing shall be held at the place specified in the Contract Data and in the language referred to in Sub-Clause 1.5.**

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

to be used for the completion of the works at the risk and cost of the Contractor. Payment upon such termination shall be made under Sub-Clause 12.4, in accordance with Sub-Para (c) thereof, after having deducted the amounts due to the Procuring Agency under Sub-Para (a) and (c) of this Sub-Clause.

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## **CONTRACT DATA**

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

### **Sub-Clauses of**

**Conditions of Contract 1.1.3 Procuring Agency's Drawings, if any**

*(To be listed by the Procuring Agency)* **1.1.4 The Procuring Agency means**

\_\_\_\_\_

**1.1.5 The Contractor means**

\_\_\_\_\_

**1.1.7 Commencement Date means the date of issue of Engineer's Notice to Commence which shall be issued within fourteen (14) days of the signing of the Contract Agreement. 1.1.9 Time for Completion \_\_\_\_\_ days**

*(The time for completion of the whole of the Works should be assessed by the Procuring Agency)* **1.1.20 Engineer (mention the name along with the designation including whether he**

**belongs to department or consultant) and other details**

\_\_\_\_\_ 1.3 Documents forming the Contract listed in the order of priority: (a) The Contract Agreement (b) Letter of Acceptance (c) The completed Form of Bid (d) Contract Data (e) Conditions of Contract (f) The completed Schedules to Bid including Schedule of Prices (g) The Drawings, if any (h) The Specifications (i) \_\_\_\_\_ (j) \_\_\_\_\_ *(The Procuring Agency may add, in order of priority, such other documents as form part of the Contract. Delete the document, if not applicable)*

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2.1 Provision of Site: On the Commencement Date 3.1 Authorized person: \_\_\_\_\_ 3.2 Name and address of Engineer's/Procuring Agency's representative \_\_\_\_\_ 4.4 Performance Security: Amount \_\_\_\_\_ Validity \_\_\_\_\_  
*(Form: As provided under Standard Forms of these Documents)* 5.1 Requirements for Contractor's design (if any): Specification Clause No's \_\_\_\_\_ 7.2 Programme: Time for submission: Within fourteen (14) days\* of the Commencement Date. Form of programme: \_\_\_\_\_ *(Bar Chart/CPM/PERT or other)* 7.4 Amount payable due to failure to complete shall be \_\_\_% per day up to a maximum of (10%) of sum stated in the Letter of Acceptance (Usually the liquidated damages are set between 0.05 percent and 0.10 percent per day.) 7.5 Early Completion In case of earlier completion of the Work, the Contractor is entitled to be paid bonus up-to limit and at a rate equivalent to 50% of the relevant limit and rate of liquidated damages stated in the contract data.

## 9.1 Period for remedying defects \_\_\_\_\_

\_\_\_\_\_ 10.2 (e) Variation procedures: Day work rates \_\_\_\_\_ (details) 11.1 Terms of Payments

**a) Mobilization Advance (1) Mobilization Advance up to 10 % of the Contract Price stated in the Letter of Acceptance shall be paid by the Procuring Agency to the Contractor on the works costing Rs.2.5 million or above on following conditions:**

Sindh Public Procurement Regulatory Authority | [www.pprasindh.gov.pk](http://www.pprasindh.gov.pk) (i) on submission by the Contractor of a Mobilization Advance Guarantee for the full amount of the Advance in the specified form from a Scheduled Bank in Pakistan to the Procuring Agency; (ii) Contractor will pay interest on the mobilization advance at the rate of 10% per annum on the advance; and (iii) This Advance including the interest shall be recovered in 5 equal installments from the five (05) R.A bills and in case the number of bills is less than five (05) then 1/5<sup>th</sup> of the advance inclusive of the interest thereon shall be recovered from each bill and the balance together with interest be recovered from the final bill. It may be insured that there is sufficient amount in the final bill to enable recovery of the Mobilization Advance. OR 2) Secured Advance on Materials (a) The Contractor shall be entitled to receive from the Procuring Agency Secured Advance against an INDENTURE BOND in P W Account Form No. 31 (Fin. R. Form No. 2 acceptable to the Procuring Agency of such sum as the Engineer may consider proper in respect of non-perishable materials brought at the Site but not yet incorporated in the Permanent Works provided that: (i) The materials are in accordance with the Specifications for the Permanent Works; (ii)

Such materials have been delivered to the Site and are properly stored and protected against loss or damage or deterioration to the satisfaction and verification of the Engineer but at the risk and cost of the Contractor; (iii) The Contractor's records of the requirements, orders, receipts and use of materials are kept in a form approved by the Engineer, and such records shall be available for inspection by the Engineer; (iv) The Contractor shall submit with his monthly statement the estimated value of the materials on Site together with such documents as may be required by the Engineer for the purpose of valuation of materials and providing evidence of ownership and payment therefore; (v) Ownership of such materials shall be deemed to vest in the Procuring Agency and these materials shall not be removed from the Site or otherwise disposed of without written permission of the Procuring Agency; (vi) The sum payable for such materials on Site shall not exceed 75 % of the (i) landed cost of imported materials, or (ii) ex-factory / ex-warehouse price of locally manufactured or produced materials, or (iii) market price of stands other materials;

Sindh Public Procurement Regulatory Authority | [www.pprasindh.gov.pk](http://www.pprasindh.gov.pk) (vii) Secured Advance should not be allowed unless & until the previous advance, if any, fully recovered; (viii) Detailed account of advances must be kept in part II of running account bill; and (ix) Secured Advance may be permitted only against materials/quantities anticipated to be consumed / utilized on the work within a period of 3 months from the date of issue of secured advance and definitely not for full quantities of materials for the entire work/contract (b) Recovery of Secured Advance: (i) Secured Advance paid to the

Contractor under the above provisions shall be effected from the monthly payments on actual consumption basis, but not later than period specified in the rules not more than three months (even if unutilized); other conditions. (ii) As recoveries are made the outstanding accounts of the items concerned in Part II should be reduced by making deduction entries in the column; –deduct quantity utilized in work measured since previous bill,|| equivalent to the quantities of materials used by the contractor on items of work shown as executed in part I of the bill. (c) Interim payments: The Contractor shall submit to the Engineer monthly statements of the estimated value of the work completed less the cumulative amount certified previously. (i) The value of work completed comprises the value of the quantities of the items in the Bill of Quantities completed. (ii) value of secured advance on the materials and valuation of variations (if any). (iii) Engineer may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information. (v) Retention money and other advances are to be recovered from the bill submitted by contractor. 11.2 \*(a) Valuation of the Works: i) Lump sum price\_\_\_\_\_ (details), or ii) Lump sum price with schedules of rates \_\_\_\_\_ (details), or iii) Lump sum price with bill of quantities\_\_\_\_\_ (details), or iv) Re-measurement with estimated/bid quantities in the Schedule of Prices or on premium above or below quoted on the rates mentioned in CSR \_\_\_\_\_ (details), or/and v) Cost reimbursable\_\_\_\_\_ (details)

**(5%) 11.6 Currency of payment: Pak. Rupees 14.1 Insurances: (Procuring Agency may decide, keeping in view the nature and the scope of the work)**

**Type of cover The Works**

**Amount of cover The sum stated in the Letter of Acceptance plus fifteen percent (15%)**

**Type of cover Contractor's Equipment:**

**Amount of cover Full replacement cost**

**Type of cover Third Party-injury to persons and damage to property**

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**(The minimum amount of third party insurance should be assessed by the Procuring Agency and entered). Workers: \_\_\_\_\_**

**Other cover\*: \_\_\_\_\_**

**(In each case name of insured is Contractor and Procuring Agency) 14.2 Amount to be recovered Premium plus \_\_\_\_\_ percent (\_\_\_%). 15.3 Arbitration\*\* Place of Arbitration: \_\_\_\_\_**

**\* (Procuring Agency to specify as appropriate)**

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

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## **STANDARD FORMS**

**(Note: Standard Forms provided in this document for securities are to be issued by a bank.**

**In**

*case the bidder chooses to issue a bond for accompanying his bid or performance of contract or receipt of advance, the relevant format shall be tailored accordingly without changing the spirit of the Forms of securities).*

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**FORM OF BID SECURITY (Bank Guarantee) Guarantee No. \_\_\_\_\_ Executed on \_\_\_\_\_**

**(Letter by the Guarantor to the Procuring Agency) Name of Guarantor (Scheduled Bank in Pakistan) with address: \_\_\_\_\_ Name of Principal (Bidder) with address: \_\_\_\_\_**

**\_\_\_\_\_ Sum of Security (express in words and figures): \_\_\_\_\_**

**\_\_\_\_\_ Bid Reference**

**No. \_\_\_\_\_ Date of Bid \_\_\_\_\_ KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Bid and at the request of the said Principal, we the Guarantor above-named are held and firmly bound unto the \_\_\_\_\_, (hereinafter called The –Procuring Agency||) in the sum stated above, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents. THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas**

the Principal has submitted the accompanying Bid numbered and dated as above for \_\_\_\_\_ (Particulars of Bid) to the said Procuring Agency; and WHEREAS, the Procuring Agency has required as a condition for considering the said Bid that the Principal furnishes a Bid Security in the above said sum to the Procuring Agency, conditioned as under: (1) that the Bid Security shall remain valid for a period of twenty eight (28) days beyond the period of validity of the bid; (2) that in the event of; (a) the Principal withdraws his Bid during the period of validity of Bid, or (b) the Principal does not accept the correction of his Bid Price, pursuant to SubClause 16.4 (b) of Instructions to Bidders, or (c) failure of the successful bidder to (i) furnish the required Performance Security, in accordance with SubClause IB-21.1 of Instructions to Bidders, or (ii) sign the proposed Contract Agreement, in accordance with SubClauses IB-20.2 & 20.3 of Instructions to Bidders,

Sindh Public Procurement Regulatory Authority | [www.pprasindh.gov.pk](http://www.pprasindh.gov.pk) the entire sum be paid immediately to the said Procuring Agency for delayed completion and not as penalty for the successful bidder's failure to perform. NOW THEREFORE, if the successful bidder shall, within the period specified therefore, on the prescribed form presented to him for signature enter into a formal Contract Agreement with the said Procuring Agency in accordance with his Bid as accepted and furnish within fourteen (14) days of receipt of Letter of Acceptance, a Performance Security with good and sufficient surety , as may be required, upon the form prescribed by the said Procuring Agency for the faithful performance and proper fulfilment of the said Contract or in the event of nonwithdrawal of the said Bid within

the time specified then this obligation shall be void and of no effect, but otherwise to remain in full force and effect. PROVIDED THAT the Guarantor shall forthwith pay to the Procuring Agency the said sum stated above upon first written demand of the Procuring Agency without cavil or argument and without requiring the Procuring Agency to prove or to show grounds or reasons for such demand, notice of which shall be sent by the Procuring Agency by registered post duly addressed to the Guarantor at its address given above. PROVIDED ALSO THAT the Procuring Agency shall be the sole and final judge for deciding whether the Principal has duly performed his obligations to sign the Contract Agreement and to furnish the requisite Performance Security within the time stated above, or has defaulted in fulfilling said requirements and the Guarantor shall pay without objection the sum stated above upon first written demand from the Procuring Agency forthwith and without any reference to the Principal or any other person. IN WITNESS WHEREOF, the above bounded Guarantor has executed the instrument under its seal on the date indicated above, the name and seal of the Guarantor being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body. Guarantor (Bank) Witness:  
1. Signature 1. 2. Name \_\_\_\_\_ 3. Title \_\_\_\_\_ Corporate Secretary (Seal) 2. (Name, Title & Address) Corporate Guarantor (Seal)

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## FORM OF PERFORMANCE SECURITY

(Bank Guarantee) Guarantee No. \_\_\_\_\_ Executed on \_\_\_\_\_ Expiry

**Date (Letter by the Guarantor to the Procuring Agency) Name of Guarantor (Scheduled Bank in Pakistan) with address:\_\_\_\_\_**

**Name of Principal (Contractor) with address:\_\_\_\_\_**

**\_\_\_\_\_ Penal Sum of Security (express in words and figures)\_\_\_\_\_**

**\_\_\_\_\_ Letter of Acceptance**

**No.\_\_\_\_\_ Dated \_\_\_\_\_ KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Bidding Documents and above said Letter of Acceptance (hereinafter called the Documents) and at the request of the said Principal we, the Guarantor above named, are held and firmly bound unto the**

**\_\_\_\_\_ (hereinafter called the Procuring Agency) in the penal sum of the amount stated above, for the payment of which sum well and truly to be made to the said Procuring Agency, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents. THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has accepted the Procuring Agency's above said Letter of Acceptance for \_\_\_\_\_**

**\_\_\_\_\_ (Name of Contract) for the \_\_\_\_\_**

**\_\_\_\_\_ (Name of Project). NOW THEREFORE, if the Principal (Contractor) shall well and truly perform and fulfill all the undertakings, covenants, terms and conditions of the said Documents during the original terms of the said**

**Documents and any extensions thereof that may be granted by the Procuring Agency, with or without notice to the Guarantor, which notice is, hereby, waived and shall also well and truly perform and fulfill all the undertakings, covenants terms and conditions of the Contract and of any and all modifications of the said Documents that may hereafter be made, notice of which modifications to the Guarantor being hereby waived, then, this obligation to be void; otherwise to remain in full force and virtue till all requirements of Clause 9, Remedying Defects, of Conditions of Contract are fulfilled. Our total liability under this Guarantee is limited to the sum stated above and it is a condition of any liability attaching to us under this Guarantee that the claim for payment in writing shall**

**Sindh Public Procurement Regulatory Authority | [www.pprasindh.gov.pk](http://www.pprasindh.gov.pk) be received by us within the validity period of this Guarantee, failing which we shall be discharged of our liability, if any, under this Guarantee. We, \_\_\_\_\_ (the Guarantor), waiving all objections and defenses under the Contract, do hereby irrevocably and independently guarantee to pay to the Procuring Agency without delay upon the Procuring Agency's first written demand without cavil or arguments and without requiring the Procuring Agency to prove or to show grounds or reasons for such demand any sum or sums up to the amount stated above, against the Procuring Agency's written declaration that the Principal has refused or failed to perform the obligations under the Contract, for which payment will be effected by the Guarantor to Procuring Agency's designated Bank & Account Number. PROVIDED ALSO THAT the Procuring Agency shall be the sole and final**

judge for deciding whether the Principal (Contractor) has duly performed his obligations under the Contract or has defaulted in fulfilling said obligations and the Guarantor shall pay without objection any sum or sums up to the amount stated above upon first written demand from the Procuring Agency forthwith and without any reference to the Principal or any other person. IN WITNESS WHEREOF, the above bounded Guarantor has executed this Instrument under its seal on the date indicated above, the name and corporate seal of the Guarantor being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body. \_\_\_\_\_ Guarantor (Bank) Witness: 1. \_\_\_\_\_ 1. Signature \_\_\_\_\_ 2. Name \_\_\_\_\_ Corporate Secretary (Seal) 3. Title \_\_\_\_\_ 2. \_\_\_\_\_ \_\_\_\_\_ (Name, Title & Address) Corporate Guarantor (Seal)

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**FORM OF CONTRACT AGREEMENT THIS CONTRACT AGREEMENT** (hereinafter called the –Agreement||) made on the \_\_\_ day of \_\_\_\_\_ 200 \_\_\_ between \_\_\_\_\_ (hereinafter called the –Procuring Agency||) of the one part and \_\_\_\_\_ (hereinafter called the –Contractor||) of the other part. WHEREAS the Procuring Agency is desirous that certain Works, viz \_\_\_\_\_ should be executed by the Contractor and has accepted a Bid by the Contractor for the execution and completion of such Works and the remedying of any defects therein. NOW this Agreement witnesseth as follows: 1. In this Agreement words and expressions shall have

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

Sindh Public Procurement Regulatory Authority | [www.pprasindh.gov.pk](http://www.pprasindh.gov.pk)      **IN WITNESS WHEREOF** the parties hereto have caused this Contract Agreement to be executed on the day, month and year first before written in accordance with their respective laws. Signature of the Contactor  
Signature of the Procuring Agency \_\_\_\_\_ (Seal) (Seal)  
Signed, Sealed and Delivered in the presence of: Witness: Witness:  
\_\_\_\_\_ (Name, Title and Address) (Name, Title and Address)

**MOBILIZATION ADVANCE GUARANTEE** Guarantee No. \_\_\_\_\_ Executed  
on \_\_\_\_\_ (Letter by the Guarantor to the Procuring Agency) WHEREAS the  
\_\_\_\_\_ (hereinafter called the Procuring Agency) has  
entered into a Contract for \_\_\_\_\_

\_\_\_\_\_ (Particulars of Contract), with

\_\_\_\_\_ (hereinafter called the Contractor). AND WHEREAS the Procuring Agency has agreed to  
advance to the Contractor, at the Contractor's request, an amount of Rs. \_\_\_\_\_  
Rupees \_\_\_\_\_) which amount shall be advanced to the Contractor as per  
provisions of the Contract. AND WHEREAS the Procuring Agency has asked the  
Contractor to furnish Guarantee to secure the advance payment for the performance of  
his obligations under the said Contract. AND WHEREAS

\_\_\_\_\_ (Scheduled Bank) (hereinafter 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, as aforesaid, on the part of the Contractor, shall be given by the Procuring Agency to the Guarantor, and on such first written demand payment shall be made by the Guarantor of all sums then due under this Guarantee without any reference to the Contractor and without any objection.

Sindh Public Procurement Regulatory Authority | [www.pprasindh.gov.pk](http://www.pprasindh.gov.pk) This Guarantee shall come into force as soon as the advance payment has been credited to the account of the Contractor. This Guarantee shall expire not later than \_\_\_\_\_ by which date we must have received any claims by registered letter, telegram, telex or telefax. It is understood that you will return this Guarantee to us on expiry or after settlement of the total amount to be claimed hereunder. \_\_\_\_\_ Guarantor (Scheduled Bank)

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

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**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 ..... -197--" - BETWEEN (hereinafter 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 (hereinafter called "the Government" of the other part). WHEREAS by an agreement, dated (hereinafter called the said agreement, the contractor has agreed to perform the under-mentioned works (hereinafter referred to as the said work):- (Here enter (the description of the works)).<sup>1</sup> AND WHEREAS 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 (E). the said works signed by the contractor

Fin R.Form.17.A on----- ..... — and on such covenants and conditions as are hereinafter contained and the Government has reserved to itself the option of marking any further advance or advances on the security of other materials brought by the Contractor to the site of the said 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 whereof the Contractor doth hereby acknowledge) and of

such further advances (if any) as may be made to him as aforesaid (all of which advances are hereinafter collectively referred to as the said amount) the Contractor doth hereby assign unto the Government the said materials by way of security for the said amount And doth hereby covenant and agree with the Government and declare ay follow :- (1) That the said sum of Rupees .....- ..... -..... (Rf. ----- ) so advanced by the Government to the Contractor as aforesaid and all or any further sum or sums which may be advanced aforesaid shall be employed by the contractor in or towards expending the execution of the said works and for no other purpose whatsoever.

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(2) That the materials detailed in the said Running Account Bill (B) which have been Offered to and accepted by (he Government as security for the said amount are absolutely by the Contractors own property free from encumbrances of any kind and the Contractor will not make any application for or receive a further advance on the security of materials which are not absolutely his own property and free from encumbrances of any kind and the contractor hereby agrees, at all times, to indemnify and save harmless the Government against all claims whatsoever to any materials in respect of which an advance has been made to him as aforesaid. (3) That the said materials detailed in the said Running Account Bill (B) and all other Materials on the security of which any further advance or advances may hereafter be made as aforesaid (hereinafter called the said materials) shall be used by

the Contractor solely in *the* execution of the said works in accordance with the directions of the Divisional Officer----- (hereinafter called the Divisional Officer) and in the terms of the said agreement. (4) That the Contractor shall make at his own cost all necessary and adequate arrangement for the proper watch, safe custody and protection against all risks of the said material and that until used in construction as aforesaid the said materials shall remain at the site of the said works in the Contractor's custody and at his own risk and on his own responsibility and shall at all times be open to inspection by (he Divisional Officer or any officer authorized by him. In the event of the said materials of any part (hereof being stolen, destroyed or damaged or becoming deteriorated in a grater degree than is due to reasonable use and wear thereof Contractor will forthwith replace the same with other materials of like qualify or repair and make good the same as required by the Divisional Officer and the materials so brought to replace the said materials so repaired and made good shall also be considered as security for the said amount. (5) 'Hurt the said materials shall not on any account be removed from the site of the said works except with the written permission of the Divisional Officer or an officer authorized by him in that behalf (6) That the said amount shall be payable in full when or before the Contractor receives payment, from the Government of the price payable to him for the said works under the terms and provisions of the said agreement PROVIDED THAT if any intermediate payments are made to the contractor on account of work done then on the occasion of each such payment the Government will be at liberty to make a recovery from the

**Contractors Bill for such payment by deducting there from in the value of the said materials (hen actually used in the construction and in respect of which recovery has not been made previously the value for this purpose being determined in respect of each description of material at (he rates at which the amount of the advances made under these presents were calculated. (7) That if the Contractor shall at any time make any default in the performance or 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**

**Sindh Public Procurement Regulatory Authority | [www.pprasindh.gov.pk](http://www.pprasindh.gov.pk)      percent per annum from the date or respective dates of such advance or advances to the date or repayment and with all costs, charges, damages and expenses incurred by the Government in or for the recovery thereof or the enforcement of this security or otherwise by reason of (he default of the Contractor and any moneys so becoming due and payable shall constitute a debt due from the Contractor to the Government and the Contractor hereby covenants and agrees with the Government to repay and the same respectively to it accordingly. (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 withstanding anything in the said agreement and without prejudice to the powers contained therein if and whether the covenant for payment and repayment hereinbefore contained shall become enforceable and the money owing shall not be paid to accordingly. Once therewith the Government may at any time thereafter adopt all or any of following courses as it may deem best ;-

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

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

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

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

(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 hereinbefore expressly

provided for the same shall be referred to the Superintending Engineer..... Circle whose..... decision shall be final and the provisions of the Indian Arbitration Act for the time being in force so far as they are applicable shall apply to any such reference.

Sindh Public Procurement Regulatory Authority | [www.pprasindh.gov.pk](http://www.pprasindh.gov.pk) In witnesses whereof the\* ----- —  
—..... on behalf of the Governor of Sindh and the said..... —  
..... - ..... --have hereunto set their respective hands and seals the day and first above written. Signed, sealed and delivered by\* In the presence of Seal 1st witness 2<sup>nd</sup> witness Signed, sealed and delivered by\* In the presence of Seal 1st Witness 2<sup>nd</sup> witness

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## **SPECIFICATIONS**

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

recent improvements in design and materials unless provided for otherwise in the contract. Samples of specifications from similar to previous procurements are useful in this respect. The use of metric units is encouraged. Depending on the complexity of the works and the repetitiveness of the type of procurement, it may be advantageous to standardize the Technical Specifications that should cover all classes of workmanship, materials and equipment although not necessarily to be used in a particular procurement. Care must be taken in drafting specifications to ensure that they are not restrictive. In the specification of standards for equipment, materials, and workmanship, recognized international standards should be used as much as possible. The specifications shall consider all conditions but not limited to seismic conditions, weather conditions and environmental impact. The specifications should state that equipment, materials, and workmanship that meet other authoritative standards, and which ensure at least a substantially equal quality than the standards mentioned, will also be acceptable. The following clause may be inserted in the Specifications. Sample Clause: Equivalency of Standards and Codes Wherever reference is made in the Specifications to specific standards and codes to be met by Works to be furnished and tested, the provisions of the latest current edition or revision of the relevant shall apply, unless otherwise expressly stated in the Contract. Other authoritative standards that ensure equivalence to the standards and codes specified will be acceptable.]

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**\*DRAWINGS**

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

**Construction of water supply scheme village Ghulam Asghar chachar and Abdul Wahab Sunhydroconstuction**

**SCHEDULE B**

**A) Tube Wells**

**S.No**

**Description**

1

Boring for Tube Wells in all water bearing soils from ground level up to 100' or 30.50 M depth including sinking & withdrawing of casing pipe (PHSI No:1 P41) 12" Dia

2

Supplying & Installing PVC Strainer B Class of approved design quality & make including necessary sockets etc complete. (PHSI No:9 P43) 8" Dia

3

Providing Strong substantially built wooden locked box with compartments for preserving 2 Lbs(1 Kg) samples stratas (PHSI No:5 P43).

4

Taking & preserving in Box 2 Lbs (1Kg) sample of strata from bore hole (PHSI No: 6 P43)

5

Supplying & Installing PVC Blind Pipe B Class of approved design quality & make including necessary sockets etc complete. (PHSI No:12 P44) 8" Dia

6	Taking samples of water from bore hole and placing in two separate bottles (PHSI No:7 P43)
7	Supplying & Fixing PVC End Plug (SMI No: P ) 8" dia
8	Supplying & Fixing MS plug of approved quality (PHSI 8b P-43)
9	Shrouding with fine graded bajri (3/8" to 1/8" or 9mm to 3mm in between bore and blind pipe of the following diameter of strainer (PHSI No:13 P45)
10	Development charges of tube well (RA)

**For 4 no Rs =416024**

**B) Pump House 12' x 10',**

<b>S.No</b>	<b>Description</b>	<b>Qty</b>	<b>Unit</b>	<b>Rate</b>	<b>Amount</b>
1	Excavation in foundation of building bridges and other structures i/c bailing, dressing, filling around the structure with excavated earth, watering, ramming Lead up to one chain & lift up to 5.0' (CSI No:18 P4)	264	P‰ Cft	3,176.25	839.00
2	Cement Concrete bricks or stone ballast 1 1/2" to 2" gauge ratio 1:4:8 (CSI No:4 P16)	93	P %Cft	9,416.28	8,785.00
3	Random rubble Masonry (Un-coursed) in cement sand mortar 1:6 (CSI No: 1(d) P28)	141	P %Cft	18,535.00	26,134.00
4	Coursed rubble Masonry i/c hammer dressing cement sand mortar 1:6 (CSI No: 2(d) P28)	118	P %Cft	26,288.00	31,020.00
5	D P C in cement sand 3" thick (CSI No: 28 P19)	59	P %Sft	4,982.18	2,939.00
6	Pucca Brick work in ground floor i/c striking of joints in cement sand mortar 1:6 (CSI No:5 P21)	339	P %Cft	12,674.36	42,966.00
7	Making and fixing steel grated door with 1/16" thick sheet i/c angle iron frame 2x2x3 & 4" square bars @ 4" C/C with locking arrangements (CSI NO.24 P-92)	46.75	P.Sft	726.72	33,974.00
8	Fabrication of mild steel reinforcement for cement concrete i/c cutting bending laying in position making joints and fastening i/c cost of binding wire also includes removal of rust from bars (CSI NO.7 (a) P-17)	4.22	Cwt	4,820.20	20,341.00
9	RCC work in roof slabs beams columns rafts lintels and other structural members laid in situ are precast laid in position etc complete in all respects ratio 1:2:4 {cement, sand, shingle 1/8" to 1/4"} (CSI P-17)	105	Cft	337.00	35,385.00
10	Filling watering ramming in floor surplus earth from foundation lead upto one chain and lift upto 5 ft: (CSI No.21 P-4)	205	P‰ Cft	1,512.50	310.00
11	Providing Laying 3" thick CC Topping 1:2:4 i/c surface finishing and dividing into panels (CSI.NO.16 P-42)	109	P%Sft	3,275.50	3,570.00

12	Cement plaster 1:4 upto 20' height 3/8" thick (CSI No:11 P-57)	426	P%Sft	2,197.52	9,361.00
13	Cement pointing struck joint on wall Ratio 1:3 (CSI.No.19 (b) P-53)	491	P %Sft	922.63	4,530.00
14	Preparing new surface and painting of doors & window any type i/c edge (CSI.NO.5 P-70) Two coats	94	P %Cft	1,489.68	1,400.00
15	Pointing flush on stone work in cement mortar 1:3 (CSI.NO.20P-53)	104	P %Sft	1,062.33	1,105.00
16	White washing two coats (CSI.NO.26 P-54) Ceiling	239	P %Sft	425.84	1,018.00
17	Distempering two coat (CSI.NO.24 P-54) Quantity same as Cement Plaster & Pointing	1021	P %Sft	1,044.00	10,658.00
18	Cement plaster 1:6 upto 12" height 1/2" thick (CSI No:11 P-52)	426	P %Sft	1,043.90	9,400.00
				<b>Total Rs</b>	<b>243,735.00</b>

**For 4 no =974940**

### C) Pumping Machinery 10 BHP for Tube Wells

S No	Item Description	Qty	Unit	Rate	Amount
1	<p>Supplying &amp; Installing in position i/c transportation to site of work at Muhammad Arif Khan Jakhrani Electric Pumping set of 2900 R.P.M (Siemens) made 10 BHP type (1LA7 130-4AA 10) 3 Phase 50 cycles 400/420 volts coupled with centrifugal pump (K.S.B), Pump type (ETA 40-200) size 2"x 1 1/2" mounted on common steel frame on base plates KSB (Capable of Discharging 80 IG.P.M against the required head of 165 ft: i/c installing of pumping set on cement concrete foundation Ratio: 1:2:4 with M.S nuts and bolts of 5/8" to be embedded in cement concrete foundation and CC 1:4:8 with ballast motor control unit MCU/SD 7.50 HP 17A consist if circuit breaker magnetic contractor over load protection under/over voltage protection /phase failure protection /AM Meter with current transformer / volt meter with potential transformer automatic star delta change over switch control an power cables indicating lights and all these components are fixed in a metallic dust and smoke proof box KSB made i/c Providing internal Electric wiring from mains with (7/ 0.36) PVC insulated wire 600 volts grade in 25 mm (1") PVC conduit on surface as required i/c providing and fixing earthing set with 0.6 m x 0.6 mm (2"x2"x 1/4") G. I plate buried in the ground at depth 3.7 m (12ft) or less as per PWD/ PAK specifications and testing of pumping set against the required head, for 72 hours etc complete.(RA Attached)</p>	4	Each	293,000	1172000.00
				<b>Total Rs</b>	<b>1172000.0</b>
	<p>Supplying and Fixing Diesel Oil Engine Pumping set 16 BHP complete coupled with golden Centrifugal pump size 3"x2 1/2" capable of discharging 70 gallon/min at the head of 110 ft etc complete</p>	2	Sets	266,500.0	<b>533,000.0</b>

**E) uPVC Pipe Distribution System , 4" & 3" dia**

<b>S.No</b>	<b>Description</b>	<b>Qty</b>	<b>Unit</b>	<b>Rate</b>	<b>Amount</b>
1	Excavation for pipe line including trenches pits tanks and reservoir in soft soil including trimming dressing to true alignment and shape leveling of bed of trenches to correct level and grade cutting jointing holes providing fence guards lights flags and temporary crossing for non vehicular traffic where ever required lift up to 5 ft (1.52 m) and lead up to one chain (30.5 m) (PHSI.No.1 P-60)	105300.0	P %0Cft	3,600.00	379,080.00
2	Providing PVC pipes of (B) Class (or equivalent make) and fixing in trenches including cutting fitting and jointing with 'Z' joint with one rubber ring including testing with water to a head of 66 meter or 200 ft.(PHSI NO1 P22 )				
	For 4" dia	10900.0	P Rft	137.00	1,493,300.0
	For 3" dia	6650.0	P Rft	90.00	598,500.0
3	PVC Bend 90 degree for PVC pipes (standard weight for ACIL (B) Class) (SMI.NO.16 ii P-27)				
	For 4" dia	8	Each	956.00	7,648.00
	For 3" dia	11	Each	731.00	8,041.00
4	CI Tees for PVC pipes (SMI.NO.18 P-26)				
	Size 4" x 3"	5	Each	1,181.00	5,905.00
5	PVC Tees Equal for A.C pipes (SMI.NO.18(5) P-26)				
	Size 4" dia	3	Each	-	-
	Size 3" dia	3	Each	-	-
6	C.I Reducers for PVC pipes (SMI.NO.16(iv) P-29)				

	Size 4" x 3"	2	Each	1,258.00	2,516.00
7	Supplying & Fixing C.I Sluice Valve heavy pattern test pressure (PHSI.NO.2 P-9)				
	For 4" dia	2	Each	5,460.00	10,920.00
	For 3" dia	2	Each	4,290.00	8,580.00
8	C.I Tail Piece (SMI.NO.9(iv) P-15)				
	For 4" dia	4	Each	612.00	2,448.00
	For 3" dia	4	Each	568.00	2,272.00
9	Supplying Fire Hydrant Tee 4" dia	2	Each	1,112.50	2,225.00
10	Air Valve 3" dia	2	Each	4,000.00	8,000.00
11	Gibault Joint (SMI.NO.10(14) P-16)				
	For 4" dia	6	Each	731.25	4,388.00
	For 3" dia	6	Each	568.75	3,413.00
12	PVC Socket B Class (SMI No 16 iii P 28)				
	For 4" dia	8	Each	1,125.00	9,000.00
	For 3" dia	8	Each	409.00	3,272.00
13	Making joint to PVC Specials fitting (including laying of) the required diameter and testing the joints along with the Asbestos Cement pressure Pipeline to the specified pressure and making good to all leaky joints etc complete (PHSI.NO.1b P-41)				
	For 4" dia	8	P Joint	59.00	472.00
	For 3" dia	8	P Joint	70.00	560.00

14	Jointing CI / MS flanged pipes and specials flanged and inside a trench including supplying rubber packing of the required thickness nuts bolts with washers etc and other tools required for jointing and testing the joints to the specified pressure etc complete (PHSI No 1a P 35)				
	For 4" dia	4	P Joint	513.00	2,052.00
	For 3" dia	8	P Joint	499.00	3,992.00
15	PVC Dead End (SMI No 10(10) P26)				
	For 4" dia	2	Each	544.00	1,088.00
	For 3" dia	8	Each	382.00	3,056.00
16	Providing chamber 2 1/2' x 2 1/2' (750 x 750 mm) inside dimension 4 1/2' (1372mm) deep as per approved design for sluice valve 3" to 12" dia with 18" (457 mm) dia inside cast iron cover and frame (wt = 1 cwt 3 qr) fixed in RCC 1:2:4 (102mm) thick (with 5 lbs steel per cft) 9" (299 mm) brick masonry walls set in 1:6 cement mortar 6" (1152 mm) thick cement concrete 1:3:6in foundation 1" (25 mm) thick cement concrete 1:2:4 flooring 1/2" (12.5 mm) thick cement plaster 1:3 to all inside wall surface and to top i/c providing and fixing M.S foot rest at every one foot beyond 2 1/2 ft depth, curing, excavation, back filling and disposal of surplus earth etc complete. (PHSI No Q(1) P-49)	6	Each	18,820.0	112,920.00
17	Refilling the excavated stuff in trenches 6" thick layers including watering ramming to full compaction etc complete.(PHSI.NO.24 P-77)	94770.0	P %o cft	2,760.00	261,565.00
<b>Grand Total Rs.</b>					<b>2,935,213.0</b>

<b>S. NO</b>	<b>Name of sub work</b>
--------------	-------------------------

1	<b>Tube Wells 4 No</b>	<b>416024.00</b>
2	<b>Pump House 12x10 4 No</b>	<b>1003312.00</b>
3	<b>Pumping Machinery 10 BHP 2 set</b>	<b>1172000.00</b>
4	<b>Inter Connection 4 set</b>	<b>226348.00</b>
5	<b>Disel engine</b>	<b>533000</b>
6	<b>UPVC Pipe Distribution System 4" &amp; 3" Dia</b>	<b>2935213</b>
<b>Total</b>		<b>6285897</b>

### **Conditions**

The Work Shall have to be executed according to the PWD/PHE Specifications.

No premium on non schedule Items shall be paid to the contractor.

Any error & omission and description of Item of work will be governed with relevant Schedule of Rates

The Contractor shall have to bring the material to be used in the work from the quarries as mentioned in the estimate.

(Sabir Ali Shaikh)  
Executive Engineer  
Public Health Engineer Division  
Kashmore @ Kandhkot

# Construction of Water Supply Scheme Kashmore Town

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# **STANDARD FORM OF BIDDING DOCUMENT**

**FOR**

**PROCUREMENT OF WORKS**

**(For Contracts (Small) amounting between Rs.2.5 million to Rs.50 million)**

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## **INSTRUCTIONS TO PROCURING AGENCIES**

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## **INSTRUCTIONS TO PROCURING AGENCIES**

**(Not to be included in Bidding Documents)**

**A. Basis of Documents** These Documents have been prepared as a global document intended to be used by different agencies/users according to their requirements. This document is envisaged for National Competitive Bidding (NCB), meant for use for Works costing not more than Rs. 25 Million. These documents may be tailored according to the scope of works as well as in case of contracts on International Competitive Bidding (ICB) basis, funded by international financial institutions/donors, with payments in foreign currencies. Procuring agencies are then to tailor the relevant clauses to suit their requirements including appropriate modifications in the relevant sections of the documents in the light of SPPRA Bidding Documents for Large Works. The Procuring Agency is expected to manage the Contract itself. The role of Engineer may be added by the Procuring Agency, if the Procuring Agency wishes to engage a consultant. The role of the Engineer with specific delegated powers under various clauses of Instructions to Bidders such as clarifications of Bid Documents, Amendment of Bid Documents, evaluation of Bids etc. and to administer the

**Contract under various clauses of Conditions of Contract should have been specified. The Procuring Agency will be required to set out in the specifications and drawings the full scope of work including the extent of design to be done by the Contractor, if any.**

**B. Contents of Documents As stated in Clause IB.4 of Instructions to Bidders, the complete Bidding Documents in addition to Invitation for Bids shall comprise items listed therein including any addendum to Bidding Documents issued in accordance with IB.6. The Standard Form of Bidding Documents (for Small Contracts) includes the following: 1. Instructions to Bidders & Bidding Data 2. Form of Bid & Schedules to Bid 3. Conditions of Contract & Contract Data 4. Standard Forms 5. Specifications 6. Drawings, if any In addition, Instructions to procuring agencies are also provided at various locations of this document within parenthesis or as a Note(s). Procuring agencies are expected to edit or finalise this document accordingly, by filling in all the relevant blank spaces and forms as per the scope of the work, deleting all notes and instructions intended to help the bidders. The procuring agency is required to prepare the following for completion of the Bidding Documents: (i) Invitation for Bids**

**Sindh Public Procurement Regulatory Authority | [www.pprasindh.gov.pk](http://www.pprasindh.gov.pk) (ii) Bidding Data (iii) Schedules to Bid (Samples) (iv) Schedule of Prices (Format) (v) Contract Data (vi) Specifications (vii) Drawings, if any The Procuring agency's attention is drawn to the following while finalizing the Bidding Documents.**

**C. Notice Inviting Tender/ Invitation for Bids/ Request for Expression of Interest The –Notice Inviting Tender|| is meant for publication of tenders for calling bids in the newspapers**

and SPPRA Website. The blank spaces wherever shown are required to be filled by the Procuring Agency before issuance of Bidding Documents. The Procuring Agency may modify para 1 of Notice Inviting Tender as per its requirements. The notice should be published so as to give the interested bidders sufficient working period for preparation and submission of bids – not less than 15 days for National Competitive Bidding and 45 days for International Competitive Bidding (SPP Rule 18). 1. The eligible bidders are defined in IB.2; the text can be amended by the Procuring Agency as deemed appropriate. 2. The non-refundable fee for the sale of Bidding Documents should be nominal so as to cover printing/reproduction and mailing costs and to ensure that only bona-fide bidders shall apply (SPP Rule 20). 3. The amount of Bid Security should be a lump sum figure or a percentage, but not less than 1% and more than 5% of bid price and should be in accordance with IB.13.1

(SPP Rule 37). 4. If the venue of receipt of bids and the opening of bids is the same, the times for receipt and opening of bids are to be entered in last Para of the Notice Inviting Tender, otherwise indicate the name, address and exact location for the opening of bids. However the date for the receipt and the opening of bids shall be same (SPP Rule 41).

**D. Instructions to Bidders** These Instructions to Bidders will not be part of Contract and will cease to have effect once the Contract is signed along with Bidding Data. The Instructions to Bidders can be used as given. Procuring agency may have to make changes under Bidding Data. The Procuring Agency's or Engineer's Representative, if any, shall exercise powers of the Engineer/Procuring Agency under and in connection with

## **Clauses IB.5, IB.6, IB.16, etc. In**

Sindh Public Procurement Regulatory Authority | [www.pprasindh.gov.pk](http://www.pprasindh.gov.pk) **case an**

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

**E. Bidding Data** The blank spaces wherever shown in Bidding Data are required to be filled by the Engineer/Procuring Agency before issuance of Bidding Documents. 1. Contents of IB.10.3 may be retained or modified by the Procuring Agency. 2. Procuring Agency should insert required experience in IB.11.2. 3. Referring to IB.14.1, the period of bid validity may range from 30 to 90 days depending upon the size and nature of the works. Number of days shall be filled in as per Procuring Agency's requirements. 4. Contents of IB.16.3 to IB.16.8 may be retained or modified by the Procuring Agency in accordance with its requirements.

**F. Schedules to Bid Specimen of Schedules to Bid** including format of Schedule of Prices are provided in this document. The Procuring Agency may add/delete/modify as per its requirement. The blank spaces wherever shown are required to be filled by the Engineer/Procuring Agency before issuance of Bidding Documents except those required to be provided by the Contractor.

**G. Conditions of Contract** The procuring agency while preparing Contract Data, shall ensure that no Clause of Conditions of Contract is deleted and that the changes included in Contract Data shall be such as not to change the spirit of the document.

**Any adjustment or change in clauses of Conditions of Contract to meet specific project features shall be made with care and incorporated in Contract Data.**

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

Sindh Public Procurement Regulatory Authority | [www.pprasindh.gov.pk](http://www.pprasindh.gov.pk) 3. The sum insured for different insurances including minimum amount of third party insurance should be assessed by the Engineer/Procuring Agency and entered in Contract Data. Such insurance cover shall be carried out with Insurance Company having at least AA rating from PACRA / JCR in the favour of the procuring agency. 4. The time for completion of the whole of the works should be assessed by the Engineer/Procuring Agency and entered in the Contract Data. 5. The Conditions of Contract contain no overall limit on the Contractor's liability. The amount of liquidated damages per day of delay shall be entered by the Engineer/Procuring Agency in Contract Data. Usually the liquidated damages are set between 0.05 percent and 0.10 percent per day and the maximum limit as 10

percent of contract price stated in the Letter of Acceptance. 6. Any amendment and/or additions to the Conditions of the Contract that are specific to a given Bid/Contract should be included by the Procuring agency. This may include but not be limited to the provisions regarding the following: a) Terms of Payment should be prepared and incorporated in Contract Data by the Engineer/Procuring Agency. b) The Engineer/Procuring Agency to make sure that all taxes and duties are included by the Bidders/Contractors in their prices.

I. Specifications To be prepared and incorporated by the Engineer/Procuring Agency

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

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**INVITATION FOR BIDS**

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**INVITATION FOR BIDS**

Date: \_\_\_\_\_

Bid Reference No.: \_\_\_\_\_ 1. The Procuring Agency, \_\_\_\_\_ [*enter name of the procuring agency*], invites sealed bids from interested firms or persons licensed by the Pakistan Engineering Council in the *appropriate category (not required for works costing Rs 2.5 million or less) and/or duly pre-qualified (if pre-qualification is done for specific scheme/project)* with the Procuring Agency for the Works, \_\_\_\_\_ [*enter title, type and financial volume of work*], which will be completed in \_\_\_\_\_ [*enter appropriate time period*] days. 2. A complete set of Bidding Documents may be purchased by an interested eligible bidder on submission of a written application to the office given below and upon payment of a non-refundable fee of Rupees \_\_\_\_\_ (*Insert Amount*). Bidders may acquire the Bidding Documents from the Office of the Procuring Agency, at \_\_\_\_\_ (Mailing Address). 3. All bids must be accompanied by a Bid Security in the amount of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) or \_\_\_\_\_ percentage of bid price in the form of (*pay order / demand draft / bank guarantee*) and must be delivered to \_\_\_\_\_ (*Indicate Address and Exact Location*) at or before \_\_\_\_\_ hours, on \_\_\_\_\_ (Date). Bids will be opened at \_\_\_\_\_ hours on the same day in the presence of bidders' representatives who choose to attend, at the same address [*indicate the address if it differs*]. [Note: 1. *Procuring Agency to enter the requisite information in blank spaces.* 2. *The bid shall be opened within one hour after the deadline for submission of bids.*]

**INSTRUCTIONS  
TO BIDDERS  
&  
BIDDING DATA**

**Notes on the Instructions to Bidders** This section of the bidding documents should provide the information necessary for bidders to prepare responsive bids, in accordance with the requirements of the Procuring Agency. It should also give information on bid submission, opening and evaluation, and on the award of contract. Matters governing the performance of the Contract or payments under the Contract, or matters affecting the risks, rights, and obligations of the parties under the Contract are not normally included in this Section, but rather in the appropriate sections of the *Conditions of Contract* and/or *Contract Data*.

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

## **A. GENERAL**

### **IB.1 Scope of Bid & Source of Funds**

**1.1 Scope of Bid** The Procuring Agency as defined in the Bidding Data (hereinafter called –the Procuring Agency||) wishes to receive Bids for the Works summarized in the Bidding Data (hereinafter referred to as –the Works||). Bidders must quote

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

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

**IB.2 Eligible Bidders** 2.1 Bidding is open to all firms and persons meeting the following requirements: a) duly licensed by the Pakistan Engineering Council (PEC) in the appropriate category for value of works. Provided that the works costing Rs. 2.5 million or less shall not require any registration with PEC . b) duly pre-qualified with the Procuring Agency. (*Where required*). In the event that prequalification of potential bidders has been undertaken, only bids from prequalified bidders will be considered for award of Contract. c) if prequalification has not undertaken , the procuring agency may ask information and documents not limited to following:- (i) company profile; (ii) works of similar nature and size for each performed in last 3/5 years; (iii) construction equipments; (iv) qualification and experience of technical personnel and key site management;

Sindh Public Procurement Regulatory Authority | [www.pprasindh.gov.pk](http://www.pprasindh.gov.pk) (v) financial statement of last 3 years; (vi) information regarding litigations and abandoned works if any.

**IB.3 Cost of Bidding** 3.1 The bidder shall bear all costs associated with the preparation and submission of its bid and the Procuring Agency will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process (SPP Rules 24 & 25).

## **B. BIDDING DOCUMENTS**

**IB.4 Contents of Bidding Documents 4.1 In addition to Invitation for Bids, the Bidding Documents are those stated below, and should be read in conjunction with any Addendum issued in accordance with Sub-Clause IB.6.1. 1. Instructions to Bidders & Bidding Data 2. Form of Bid, Qualification Information & Schedules to Bid Schedules to Bid comprise the following: (i) Schedule A: Schedule of Prices/ Bill of Quantities (BoQ). (ii) Schedule B: Specific Works Data (iii) Schedule C: Works to be Performed by Subcontractors (iv) Schedule D: Proposed Programme of Works (v) Schedule E: Method of Performing Works (vi) Schedule F: Integrity Pact (works costing Rs 10 million and above) 3. Conditions of Contract & Contract Data 4. Standard Forms: (i) Form of Bid Security, (ii) Form of Performance Security; (iii) Form of Contract Agreement; (iv) Form of Bank Guarantee for Advance Payment. 5. Specifications 6. Drawings, if any**

**IB.5 Clarification of Bidding Documents 5.1 A prospective bidder requiring any clarification(s) in respect of the Bidding Documents may notify the Engineer/Procuring Agency at the Engineer's/ Procuring Agency's address indicated in the Bidding Data. 5.2 An interested bidder, who has obtained bidding documents, may request for clarification**

**Sindh Public Procurement Regulatory Authority | [www.pprasindh.gov.pk](http://www.pprasindh.gov.pk) of contents of bidding documents in writing and procuring agency shall respond to such queries in writing within three calendar days, provided they are received at least five calendar days prior to the date of opening of bid (SPP Rule 23-1).**

**; I**

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

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

### **C. PREPARATION OF BIDS**

**IB.7 Language of Bid 7.1 All documents relating to the Bid shall be in the language specified in the Contract Data.**

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

**IB.9 Sufficiency of Bid 9.1 Each bidder shall satisfy himself before Bidding as to the correctness and sufficiency of his Bid and of the premium on the rates of CSR / rates and prices quoted/entered in the Schedule of Prices, which rates and**

prices shall except in so far as it is otherwise expressly provided in the Contract, cover all his obligations under the Contract and all matters and things necessary for the proper completion of the works.

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**IB.10 Bid Prices, Currency of Bid and Payment 10.1 The bidder shall fill up the Schedule of Prices (Schedule A to Bid) indicating the percentage above or below the Composite Schedule of Rates/unit rates and prices of the Works to be performed under the Contract. Prices in the Schedule of Prices/Bill of Quantities shall be quoted entirely in Pak Rupees keeping in view the instructions contained in the Preamble to Schedule of Prices. 10.2 Unless otherwise stipulated in the Conditions of Contract, prices quoted by the bidder shall remain fixed during the bidder's performance of the Contract and not subject to variation on any account. 10.3 The unit rates and prices in the Schedule of Prices or percentage above or below on the composite schedule of rates shall be quoted by the bidder in the currency as stipulated in Bidding Data. 10.4 Items for which no rate or price is entered by the Bidder will not be paid for by the Procuring Agency when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities.**

**IB.11 Documents Establishing Bidder's Eligibility and Qualifications 11.1 Pursuant to Clause IB.8, the bidder shall furnish, as part of its bid, documents establishing the bidder's eligibility to bid and its qualifications to perform the Contract if**

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

#### **IB.12 Documents Establishing Works' Conformity to Bidding**

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

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**IB.13 Bid Security 13.1** Each bidder shall furnish, as part of his bid, at the option of the bidder, a Bid Security as percentage of bid price/estimated cost or in the amount stipulated in Bidding Data in Pak. Rupees in the form of *Deposit at Call/ Payee's Order or a Bank Guarantee* issued by a Scheduled Bank in Pakistan in favour of the Procuring Agency valid for a period up to twenty eight (28) days beyond the bid validity date (*Bid security should not be below*

*1%.and not exceeding 5% of bid price/estimated cost SPP Rule*

*37*). **13.2** Any bid not accompanied by an acceptable Bid Security shall be rejected by the Procuring Agency as non-responsive. **13.3** The bid securities of unsuccessful bidders will be returned upon award of contract to the successful bidder or on the expiry of validity of Bid Security whichever is earlier.

**13.4** The Bid Security of the successful bidder will be returned when the bidder has furnished the required Performance

Security, and signed the Contract Agreement (SPP Rule 37).

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

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

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

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**14.5 Each bidder shall prepare Original and number of copies specified in the Bidding Data of the documents comprising the bid as described in IB.8 and clearly mark them –ORIGINAL|| and –COPY|| as appropriate. In the event of discrepancy between**

them, the original shall prevail. 14.6 The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign (in the case of copies, Photostats are also acceptable). This shall be indicated by submitting a written Power of Attorney authorising the signatory of the bidder to act for and on behalf of the bidder. All pages of the bid shall be initialed and official seal be affixed by the person or persons signing the bid. 14.7 The Bid shall be delivered in person or sent by registered mail at the address to Procuring Agency as given in Bidding Data.

#### **D. SUBMISSION OF BID**

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

15.1 Bids must be received by the Procuring Agency at the address/provided in Bidding Data not later than the time and date stipulated therein. 15.2 The inner and outer envelopes shall (a) be addressed to the Procuring Agency at the address provided in the Bidding Data; (b) bear the name and identification number of the Contract as defined in the Bidding and Contract Data; and (c) provide a warning not to open before the specified time and date for Bid opening as defined in the Bidding Data. (d) in addition to the identification required in 15.2, the inner envelopes shall indicate the name and address of the Bidder to enable the Bid to be returned unopened in case it is declared late. (e) If the outer envelope is not sealed and marked as above, the Procuring Agency will assume no responsibility for the misplacement or premature opening of the Bid. 15.3 Bids submitted through telegraph, telex, fax or e-mail shall not be considered. 15.4 Any bid received by the Procuring Agency after the deadline for submission prescribed in Bidding Data will be returned

unopened to such bidder. 15.5 Any bidder may modify or withdraw his bid after bid submission provided that the modification or written notice of withdrawal is received by the Procuring Agency prior to the deadline for submission of bids. 15.6 Withdrawal of a bid during the interval between the deadline for submission of bids and the expiration of the period of bid validity specified in the Form of Bid may result in forfeiture of the Bid Security pursuant to IB.13.5 (a).

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## **E. BID OPENING AND EVALUATION**

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

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

**16.2** The bidder's name, Bid Prices, any discount, the presence or absence of Bid Security, and such other details as the Procuring Agency at its discretion may consider appropriate, will be announced by the Procuring Agency at the bid opening. The Procuring Agency will record the minutes of the bid opening. Representatives of the bidders who choose to attend shall sign the attendance sheet. Any Bid Price or discount which is not read out and recorded at bid opening will not be taken into account in the evaluation of bid. **16.3** To assist in the examination, evaluation and comparison of Bids the Engineer/Procuring Agency may, at its discretion, ask the bidder for a clarification of its Bid. The request for clarification and the response shall be in writing and no change in the price or substance of the Bid shall be sought, offered or permitted (SPP Rule 43). **16.4 (a)** Prior to the detailed evaluation, pursuant to IB.16.7 to 16.9, the Engineer/Procuring Agency will

**determine the substantial responsiveness of each bid to the Bidding Documents. For purpose of these instructions, a substantially responsive bid is one which conforms to all the terms and conditions of the Bidding Documents without material deviations. It will include determining the requirements listed in Bidding Data. (b) Arithmetical errors will be rectified on the following basis: If there is a discrepancy between the unit price and total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between the words and figures the amount in words shall prevail. If there is a discrepancy between the Total Bid price entered in Form of Bid and the total shown in Schedule of Prices-Summary, the amount stated in the Form of Bid will be corrected by the Procuring Agency in accordance with the Corrected Schedule of Prices. If the bidder does not accept the corrected amount of Bid, his Bid will be rejected and his Bid Security forfeited. 16.5 A Bid determined as substantially non-responsive will be rejected and will not subsequently be made responsive by the bidder by correction of the non-conformity. 16.6 Any minor informality or non-conformity or irregularity in a Bid which does not constitute a material deviation (major deviation) may be waived by Procuring Agency,**

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**(A). Major (material) Deviations include:- (i) has been not properly signed; (ii) is not accompanied by the bid security of required amount and manner; (iii) stipulating price adjustment**

when fixed price bids were called for; (iv) failing to respond to specifications; (v) failing to comply with Mile-stones/Critical dates provided in Bidding Documents; (vi) sub-contracting contrary to the Conditions of Contract specified in Bidding Documents; (vii) refusing to bear important responsibilities and liabilities allocated in the Bidding Documents, such as performance guarantees and insurance coverage; (viii) taking exception to critical provisions such as applicable law, taxes and duties and dispute resolution procedures; (ix) a material deviation or reservation is one : (a) which affect in any substantial way the scope, quality or performance of the works; (b) adoption/rectification whereof would affect unfairly the competitive position of other bidders presenting substantially responsive bids.

(B) Minor Deviations Bids that offer deviations acceptable to the Procuring Agency and which can be assigned a monetary value may be considered substantially responsive at least as to the issue of fairness. This value would however be added as an adjustment for evaluation purposes only during the detailed evaluation process. 16.7 The Engineer/Procuring Agency will evaluate and compare only the bids previously determined to be substantially responsive pursuant to IB.16.4 to 16.6 as per requirements given hereunder. Bids will be evaluated for complete scope of works. The prices will be compared on the basis of the Evaluated Bid Price pursuant to IB.16.8 herein below.

**Technical Evaluation:** It will be examined in detail whether the works offered by the bidder complies with the Technical Provisions of the Bidding Documents. For this purpose, the bidder's data submitted with the bid in Schedule B to Bid will

be compared with technical features/criteria of the works detailed in the Technical Provisions. Other technical information submitted with the bid regarding the Scope of Work will also be reviewed. 16.8 Evaluated Bid Price In evaluating the bids, the Engineer/Procuring Agency will determine for each bid in addition to the Bid Price, the following factors (adjustments) in the manner and to the extent indicated below to determine the Evaluated Bid Price: (i) making any correction for arithmetic errors pursuant to IB.16.4 hereof.

Sindh Public Procurement Regulatory Authority | [www.pprasindh.gov.pk](http://www.pprasindh.gov.pk) (ii) discount, if any, offered by the bidders as also read out and recorded at the time of bid opening. (iii) excluding provisional sums and the provisions for contingencies in the Bill of Quantities if any, but including Day work, where priced competitively.

IB.17 Process to be Confidential 17.1 Subject to IB.16.3 heretofore, no bidder shall contact Engineer/Procuring Agency on any matter relating to its Bid from the time of the Bid opening to the time the bid evaluation result is announced by the Procuring Agency. The evaluation result shall be announced at least seven (07) days prior to award of Contract (SPP Rule 45). The announcement to all bidders will include table(s) comprising read out prices, discounted prices, price adjustments made, final evaluated prices and recommendations against all the bids evaluated. 17.2 Any effort by a bidder to influence Engineer/Procuring Agency in the Bid evaluation, Bid comparison or Contract Award decisions may result in the rejection of his Bid. Whereas any bidder feeling aggrieved, may lodge a written complaint to Complaint Redressal Committee as per terms and conditions mentioned in

**SPP Rules 31 & 32. However, mere fact of lodging a complaint shall not warrant suspension of procurement process. 17.3 Bidders may be excluded if involved in “Corrupt and Fraudulent Practices” means either one or any combination of the practices given below SPP Rule 2(q); (i) —Coercive Practice|| means any impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence the actions of a party to achieve a wrongful gain or to cause a wrongful loss to another party; (ii) —Collusive Practice|| means any arrangement between two or more parties to the procurement process or contract execution, designed to achieve with or without the knowledge of the procuring agency to establish prices at artificial, noncompetitive levels for any wrongful gain; (iii) “Corrupt Practice” means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful gain; (iv) —Fraudulent Practice” means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation; (v) “Obstructive Practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract or deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements before investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; or threatening, harassing or intimidating any party to prevent it from disclosing its**

knowledge of matters relevant to the investigation or from pursuing the investigation, or acts intended to materially impede the exercise of inspection and audit rights provided for under the Rules.

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## **F. AWARD OF CONTRACT**

**IB.18. Post Qualification 18.1** The Procuring Agency, at any stage of the bid evaluation, having credible reasons for or *prima facie* evidence of any defect in contractor's capacities, may require the contractors to provide information concerning their professional, technical, financial, legal or managerial competence whether already pre-qualified or not: Provided, that such qualification shall only be laid down after recording reasons therefore in writing. They shall form part of the records of that bid evaluation report. **18.2** The determination will take into account the bidder's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the bidders' qualifications submitted under B.11, as well as such other information required in the Bidding Documents.

**IB.19 Award Criteria & Procuring Agency's Right 19.1** Subject to IB.19.2, the Procuring Agency will award the Contract to the bidder whose bid has been determined to be substantially responsive to the Bidding Documents and who has offered the lowest evaluated Bid Price, provided that such bidder has been determined to be qualified to satisfactorily perform the Contract in accordance with the provisions of the IB.18. **19.2** Notwithstanding IB.19.1, the Procuring Agency reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of Contract,

without thereby incurring any liability to the affected bidders or any obligation to inform the affected bidders of the grounds for the Procuring Agency's action except that the grounds for its rejection of all bids shall upon request be communicated, to any bidder who submitted a bid, without justification of the grounds. Notice of the rejection of all the bids shall be given promptly to all the bidders (SPP Rule 25).

#### **IB.20 Notification of Award & Signing of Contract Agreement**

**20.1** Prior to expiration of the period of bid validity prescribed

by the Procuring Agency, the Procuring Agency will notify the successful bidder in writing (—Letter of Acceptance||) that his bid has been accepted (SPP Rule 49).

**20.2** Within seven (07)

days from the date of furnishing of acceptable Performance

Security under the Conditions of Contract, the Procuring

Agency will send the successful bidder the Form of Contract

Agreement provided in the Bidding Documents, incorporating

all agreements between the parties. **20.3** The formal Agreement

between the Procuring Agency and the successful bidder duly

stamped at rate of ----% of bid price(updated from time to time)

stated in Letter of Acceptance shall be executed within seven

(07) days of the receipt of Form of Contract Agreement by the

successful bidder from the Procuring Agency.

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**IB.21 Performance Security 21.1** The successful bidder shall

furnish to the Procuring Agency a Performance Security in the

form and the amount stipulated in the Conditions of Contract

within a period of fourteen (14) days after the receipt of Letter

of Acceptance (SPP 39). **21.2** Failure of the successful bidder to

comply with the requirements of Sub-Clauses IB.20.2 & 20.3 or

21.1 or Clause IB.22 shall constitute sufficient grounds for the

**annulment of the award and forfeiture of the Bid Security.**

**21.3 Publication of Award of Contract: within seven days of the award of contract, the procuring**

**shall publish on the website of the authority and on its own website, if such a website exists, the**

**results of the bidding process, identifying the bid through procurement identifying Number if any**

**and the following information:**

**(1) Evaluation Report;**

**(2) Form of Contract and letter of Award;**

**(3) Bill of Quantities or Schedule of Requirements. (SPP Rule 50)**

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

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

**Instructions to Bidders**

**Clause Reference 1.1 Name of Procuring Agency**

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***(Insert name of the Procuring Agency)***

## Brief Description of Works

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5.1 (a)

Procuring Agency's address:

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*(Insert address of the Procuring Agency with telex/fax)* (b) Engineer's address:

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*(Insert name and address of the Engineer, if any, with telex/fax.)* 10.3 Bid shall be quoted entirely in Pak. Rupees. The payment shall be made in Pak. Rupees. 11.2 The bidder has the financial, technical and constructional capability necessary to perform the Contract as follows: *(Insert required capabilities and documents)*

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

Sindh Public Procurement Regulatory Authority | [www.pprasindh.gov.pk](http://www.pprasindh.gov.pk) 12.1 (a) A detailed description of the Works, essential technical and performance characteristics. (b) Complete set of technical information, description data, literature and drawings as required in accordance with Schedule B to Bid, Specific Works Data. This will include but not be limited to a sufficient number of drawings, photographs, catalogues, illustrations and such other information as is necessary to illustrate clearly the significant characteristics such as general construction

dimensions and other relevant information about the works to be performed. 13.1 Amount of Bid Security

\_\_\_\_\_ (Fill in lump sum amount or in % age of bid amount /estimated cost, but not below 1% and not exceeding 5%) 14.1 Period of Bid Validity

\_\_\_\_\_ (Fill in "number of days" not exceeding 90) 14.4 Number of Copies of the Bid to be submitted: One original plus \_\_\_\_\_ copies. 14.6 (a) Procuring Agency's Address for the Purpose of Bid Submission

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

15.1 Deadline for Submission of Bids Time: \_\_\_\_\_ AM/PM on \_\_\_\_\_. 16.1 Venue, Time, and Date of Bid Opening

Venue: \_\_\_\_\_ Time: \_\_\_\_\_ Date: \_\_\_\_\_ 16.4

Responsiveness of Bids (i) Bid is valid till required period, Sindh Public Procurement Regulatory Authority | www.pprasindh.gov.pk \*(ii) Bid prices are firm during currency of contract/Price adjustment; (iii) Completion period offered is within specified limits, (iv) Bidder is eligible to Bid and possesses the requisite experience, capability and qualification. (v) Bid does not deviate from basic technical requirements and (vi) Bids are generally in order, etc. \*Procuring agency can adopt either of two options. (Select either of them) (a) Fixed Price contract: In these contracts no escalation will be provided during currency of the contract and normally period of completion of these works is upto 12

months. (b) Price adjustment contract: In these contracts escalation will be paid only on those items and in the manner as notified by Finance Department, Government of Sindh, after bid opening during currency of the contract.

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## FORM OF BID AND SCHEDULES TO BID

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### FORM OF BID (LETTER OF OFFER) Bid Reference No.

\_\_\_\_\_  
\_\_\_\_\_

*(Name of Works) To:* \_\_\_\_\_

\_\_\_\_\_ Gentlemen,

1. Having examined the Bidding Documents including Instructions to Bidders, Bidding Data, Conditions of Contract, Contract Data, Specifications, Drawings, if any, Schedule of Prices and Addenda Nos. \_\_\_\_\_ for the execution of the above-named works, we, the undersigned, being a company doing business under the name of and address

\_\_\_\_\_ and being duly incorporated under the laws of Pakistan hereby offer to execute and complete such works and remedy any defects therein in conformity with the said Documents including Addenda thereto for the Total Bid Price of Rs \_\_\_\_\_ (Rupees \_\_\_\_\_) or such other sum as may be ascertained in accordance with the said Documents.

2. We understand that all the Schedules attached hereto form part of this Bid. 3. As security for due performance of the undertakings and obligations of this Bid, we submit herewith a

**Bid Security in the amount of \_\_\_\_\_ drawn in your favour or made payable to you and valid for a period of twenty eight (28) days beyond the period of validity of Bid. 4. We undertake, if our Bid is accepted, to commence the Works and to deliver and complete the Works comprised in the Contract within the time(s) stated in Contract Data. 5. We agree to abide by this Bid for the period of \_\_\_\_ days from the date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiration of that period. 6. Unless and until a formal Agreement is prepared and executed, this Bid, together with your written acceptance thereof, shall constitute a binding contract between us. 7. We undertake, if our Bid is accepted, to execute the Performance Security**

**Sindh Public Procurement Regulatory Authority | [www.pprasindh.gov.pk](http://www.pprasindh.gov.pk) referred to in Conditions of Contract for the due performance of the Contract.**

**8. We understand that you are not bound to accept the lowest or any bid you may receive. 9. We do hereby declare that the Bid is made without any collusion, comparison of figures or arrangement with any other person or persons making a bid for the Works. Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20**

**Signature \_\_\_\_\_ in the capacity of \_\_\_\_\_ duly authorized to sign bid for and on behalf of**

\_\_\_\_\_  
***(Name of Bidder in Block Capitals)***

***(Seal) Address***

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Witness: (Signature)\_\_\_\_\_**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

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### **[SCHEDULES TO BID INCLUDE THE FOLLOWING:**

- Σχηδουλε Α το Βιδ: Σχηδουλε οφ Πριχεσ
- Σχηδουλε Β το Βιδ: Σπεχιφιχ Ωορκσ Δατα
- Σχηδουλε Χ το Βιδ: Ωορκσ το βε Περφορμεδ βψ Συβχοντραχτορ σ
- Σχηδουλε Δ το Βιδ: Προποσεδ Προγραμ οφ Ωορκσ
- Σχηδουλε Ε το Βιδ: Μετηοδ οφ Περφορμινγ Ωορκσ
- Σχηδουλε Φ το Βιδ: Ιντεγριτυ Παχτ]

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### **ΣΧΗΕΔΥΛΕ – A TO BID**

#### **SCHEDULE OF PRICES**

<b>Sr. No.</b>	<b>Page No.</b>	<b>1. Preamble to Schedule of Prices.....</b>	<b>24</b>
		<b>2. Schedule of Prices.....</b>	<b>26</b>

**\*(a) Summary of Bid Prices \* (b) Detailed Schedule of Prices /Bill of Quantities (BOQ) \* [To be prepared by the Engineer/Procuring Agency]**

#### **SCHEDULE - A TO BID**

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### **PREAMBLE TO SCHEDULE OF PRICES**

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

**2. Description 2.1 The general directions and descriptions of**

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

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

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

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

#### **SCHEDULE - A TO BID**

Sindh Public Procurement Regulatory Authority | [www.pprasindh.gov.pk](http://www.pprasindh.gov.pk) **no items are provided, the cost shall be deemed to be distributed among the rates and prices entered for the related items of the Works and**

no separate payment will be made for those items. The rates, prices and amounts shall be entered against each item in the Schedule of Prices. Any item against which no rate or price is entered by the bidder will not be paid for by the Procuring Agency when executed and shall be deemed covered by the rates and prices for other items in the Schedule of Prices. 4.5

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

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

5. Bid Prices 5.1 Break-up of Bid Prices The various elements of Bid Prices shall be quoted as detailed by the Procuring Agency in the format of Schedule of Prices. The bidder shall recognize such elements of the costs which he expects to incur the performance of the Works and shall include all such costs in the rates and amounts entered in the Schedule of Prices. 5.2 Total Bid Price The total of bid prices in the Schedule of Prices shall be entered in the Summary of Bid Prices.

6. Provisional Sums and Day work 6.1 Provisional Sums included and so designated in the Schedule of Prices if any, shall be expended in whole or in part at the direction and discretion of the Engineer/Procuring Agency. The Contractor

will only receive payment in respect of Provisional Sums, if he has been instructed by the Engineer/Procuring Agency to utilize such sums. 6.2 Day work rates in the contractor's bid are to be used for small additional amounts of work and only when the Engineer have given written instructions in advance for additional work to be paid for in that way.

**SCHEDULE - A TO BID**

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

**Bill**

**No.**

**Description Total Amount (Rs) 1. 2 3 4 5 1. 2. 3. 4. 1. 2. 3. 4. 5. 6.**

**(A) Building Work Civil works Internal sanitary and water supply Electrification External Development works**

**Miscellaneous Items**

**(B) Road Work. Earthwork Hard Crust and Surface Treatment**

**Culverts and Bridges Miscellaneous Items (C) Public Health**

**Engineering Works. Earthwork Subsurface Drains Pipe Laying and Man holes Tube wells, Pump houses Compound wall**

**Miscellaneous Items Total Bid Price (The amount to be entered in Paragraph 1 of the Form of Bid) (In words).**

**SCHEDULE - A TO BID**

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**SCHEDULE OF PRICES**

**Item**

**No.**

**Description Quantity Unit Rate(Rs) Total Amount (Rs) 1. 2. 3. 1.**

**2. 3. 1. 2. 3. 1. 2. 3. 1. 2. 3.**

**I. (Civil works)**

**II. Internal sanitary and water**

supply.

**III. Electrification.**

**IV. External Development works.**

**V. Miscellaneous Items Total (*to be carried to Summary of Bid Price*)**

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

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## **SCHEDULE - B TO BID**

### **\*SPECIFIC WORKS DATA**

*(To be prepared and incorporated by the Procuring Agency)*

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

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## **SCHEDULE – C TO BID**

**WORKS TO BE PERFORMED BY SUBCONTRACTORS\*** The bidder will do the work with his own forces except the work listed below which he intends to sub-contract. Items of Works Name and address of Statement of similar to be Sub-Contracted Sub-Contractors works previously executed. *(attach evidence)*

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

*In case Procuring Agency decides to allow subcontracting then following*

*conditions shall be complied with: 1. No change of Sub-Contractors shall be made by the bidder without prior approval*

**of the Procuring Agency. 2. The truthfulness and accuracy of the statement as to the experience of SubContractors is guaranteed by the bidder. The Procuring Agency's judgment shall be final as to the evaluation of the experience of Sub-Contractors submitted by the bidder. 3. Statement of similar works shall include description, location & value of works, year completed and name & address of the clients.**

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#### **SCHEDULE – D TO BID**

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

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#### **SCHEDULE – E TO BID**

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

- Τησ σεθυενχε ανδ μετηοδσ ιν ωηιχη ηε προποσεσ το χαρρψ ουτ τηε Ωορκσ, ινχλυδινη τηε νυμβερ οφ σηιφτσ περ δαψ ανδ ηουρσ περ σηιφτ, ηε εξπεχτσ το ωορκ.

- Α λιστ οφ αλλ μαφορ ιτεμσ οφ χονστρυχτιον ανδ πλαντ ερεχτιον, τοολσ ανδ πεηιχλεσ προποσεδ το βε υσεδ ιν δελιπερινγ/χαρρσι νγ ουτ τηε ωορκσ ατ σιτε.
- Τηε προχεδυρε φορ ινσταλλατιον οφ εθυιπμεντ ανδ τρανσπορτατιον οφ εθυιπμεντ ανδ ματεριαλσ το τηε σιτε.
- Οργανισατιον χηαρτ ινδιχατινγ ηεαδ οφφιχε & φιελδ οφφιχε περσοννελ ινπολπεδ ιν μαναγεμεντ, συπερπισιον ανδ ενγινεερινγ οφ τηε Ωορκσ το βε δονε υνδερ τηε Χοντραχτ.

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## **ΣΧΗΔΥΛΕ - F TO BID**

### **(INTEGRITY PACT)**

### **DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC**

### **PAYABLE BY CONTRACTORS**

### **(FOR CONTRACTS WORTH RS. 10.00 MILLION OR MORE)**

**Contract No.** \_\_\_\_\_ **Dated** \_\_\_\_\_

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

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

..... **[name of Contractor] hereby declares that it has not obtained**

**or induced the procurement of any contract, right, interest, privilege or other obligation or**

**benefit from Government of Sindh (GoS) or any administrative subdivision or agency thereof**

**or any other entity owned or controlled by it (GoS) through any corrupt business practice.**

**Without limiting the generality of the foregoing, [name of Contractor] represents and**

**warrants that it has fully declared the brokerage, commission, fees etc. paid or payable to**

anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from, from Procuring Agency (PA) except that which has been expressly declared pursuant hereto.

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

[name of Contractor] accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as

aforesaid shall, without prejudice to any other rights and remedies available to PA under any law, contract or other instrument, be voidable at the option of PA.

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

.....  
[Procuring Agency] [Contractor]

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## CONDITIONS OF CONTRACT

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## **CONDITIONS OF CONTRACT**

**1. GENERAL PROVISIONS 1.1 Definitions** In the Contract as defined below, the words and expressions defined shall have the following meanings assigned to them, except where the context requires otherwise:

**The Contract 1.1.1 –Contract||** means the Contract Agreement and the other documents listed in the Contract Data. **1.1.2**

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

**Persons 1.1.4 –Procuring Agency||** means the person named in the Contract Data and the legal successors in title to this person, but not (except with the consent of the Contractor) any assignee. **1.1.5 –Contractor||** means the person named in the

Contract Data and the legal successors in title to this person,

but not (except with the consent of the Procuring Agency) any assignee. 1.1.6 –Party|| means either the Procuring Agency or the Contractor.

Dates, Times and Periods 1.1.7 –Commencement Date|| means the date fourteen (14) days after the date the Contract comes into effect or any other date named in the Contract Data. 1.1.8

–Day|| means a calendar day 1.1.9 –Time for Completion|| means the time for completing the Works as stated in the Contract Data (or as extended under Sub-Clause 7.3), calculated from the Commencement Date.

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

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Other Definitions 1.1.11 –Contractor’s Equipment|| means all machinery, apparatus and other things required for the execution of the Works but does not include Materials or Plant intended to form part of the Works. 1.1.12 –Country|| means

the Islamic Republic of Pakistan. 1.1.13 –Procuring Agency’s Risks|| means those matters listed in Sub-Clause 6.1. 1.1.14

–Force Majeure|| means an event or circumstance which makes performance of a Party’s obligations illegal or impracticable and which is beyond that Party’s reasonable control. 1.1.15

–Materials|| means things of all kinds (other than Plant) to be supplied and incorporated in the Works by the Contractor.

1.1.16 –Plant|| means the machinery and apparatus intended to form or forming part of the Works. 1.1.17 –Site|| means the

places provided by the Procuring Agency where the Works are

to be executed, and any other places specified in the Contract as forming part of the Site. 1.1.18 –Variation|| means a change which is instructed by the Engineer/Procuring Agency under Sub-Clause 10.1. 1.1.19 \_Works|| means any or all the works whether Supply, Installation, Construction etc. and design (if any) to be performed by the Contractor including temporary works and any variation thereof. 1.1.20 –Engineer|| means the person notified by the Procuring Agency to act as Engineer for the purpose of the Contract and named as such in Contract Data. 1.2 Interpretation Words importing persons or parties shall include firms and organisations. Words importing singular or one gender shall include plural or the other gender where the context requires. 1.3 Priority of Documents The documents forming the Contract are to be taken as mutually explanatory of one another. If an ambiguity or discrepancy is found in the documents, the priority of the documents shall be in accordance with the order as listed in the Contract Data.

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1.4 Law The law of the Contract is the relevant Law of Islamic Republic of Pakistan. 1.5 Communications All Communications related to the Contract shall be in English language. 1.6 Statutory Obligations The Contractor shall comply with the Laws of Islamic Republic of Pakistan and shall give all notices and pay all fees and other charges in respect of the Works.

2. THE PROCURING AGENCY 2.1 Provision of Site The Procuring Agency shall provide the Site and right of access thereto at the times stated in the Contract Data.

Site Investigation Reports are those that were included in the bidding documents and are factual and interpretative reports about the surface and subsurface conditions at the Site. 2.2

**Permits etc. The Procuring Agency shall, if requested by the Contractor, assist him in applying for permits, licences or approvals which are required for the Works. 2.3**

**Engineer's/Procuring Agency's Instructions The Contractor shall comply with all instructions given by the Procuring Agency or the Engineer, if notified by the Procuring Agency, in respect of the Works including the suspension of all or part of the works. 2.4 Approvals No approval or consent or absence of comment by the Engineer/Procuring Agency shall affect the Contractor's obligations.**

### **3. ENGINEER'S/PROCURING AGENCY'S REPRESENTATIVES 3.1**

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

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

**4. THE CONTRACTOR 4.1 General Obligations The Contractor shall carry out the works properly and in accordance with the Contract. The Contractor shall provide all supervision, labour, Materials, Plant and Contractor's Equipment which may be required 4.2 Contractor's Representative The Contractor shall**

appoint a representative at site on full time basis to supervise the execution of work and to receive instructions on behalf of the Contractor but only after obtaining the consent of the Procuring Agency for such appointment which consent shall not be withheld without plausible reason(s) by the Procuring Agency. Such authorized representative may be substituted/ replaced by the Contractor at any time during the Contract Period but only after obtaining the consent of the Procuring Agency as aforesaid. 4.3 Subcontracting The Contractor shall not subcontract the whole of the works. The Contractor shall not subcontract any part of the works without the consent of the Procuring Agency. 4.4 Performance Security The Contractor shall furnish to the Procuring Agency within fourteen (14) days after receipt of Letter of Acceptance a Performance Security at the option of the bidder, in the form of Payee's order /Bank Draft or Bank Guarantee from scheduled bank for the amount and validity specified in Contract Data.

**5. DESIGN BY CONTRACTOR** 5.1 Contractor's Design The Contractor shall carry out design to the extent specified, as referred to in the Contract Data. The Contractor shall promptly submit to the Engineer/Procuring Agency all designs prepared by him, within fourteen (14) days of receipt the Engineer/Procuring Agency shall notify any comments or, if the design submitted is not in accordance with the Contract, shall reject it stating the reasons. The

Sindh Public Procurement Regulatory Authority | [www.pprasindh.gov.pk](http://www.pprasindh.gov.pk) **Contractor** shall not construct any element of the works designed by him within fourteen (14) days after the design has been submitted to the Engineer/Procuring Agency or which has been rejected. Design that has been rejected shall be promptly amended and

resubmitted. The Contractor shall resubmit all designs commented on taking these comments into account as necessary. 5.2 Responsibility for Design The Contractor shall remain responsible for his bided design and the design under this Clause, both of which shall be fit for the intended purposes defined in the Contract and he shall also remain responsible for any infringement of any patent or copyright in respect of the same. The Engineer/Procuring Agency shall be responsible for the Specifications and Drawings.

**6. PROCURING AGENCY'S RISKS 6.1 The Procuring Agency's Risks** The Procuring Agency's Risks are:- a) war, hostilities (whether war be declared or not), invasion, act of foreign enemies, within the Country; b) rebellion, terrorism, revolution, insurrection, military or usurped power, or civil war, within the Country; c) riot, commotion or disorder by persons other than the Contractor's personnel and other employees including the personnel and employees of SubContractors, affecting the Site and/or the Works; d) ionising radiations, or contamination by radio-activity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radio-active toxic explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component of such an assembly, except to the extent to which the Contractor/Sub-Contractors may be responsible for the use of any radio-active material; e) Pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds; f) use or occupation by the Procuring Agency of any part of the Works, except as may be specified in the Contract; g) late handing over of sites, anomalies in drawings, late delivery of designs and drawings of any part of the Works by the Procuring

**Agency's personnel or by others for whom the Procuring Agency is responsible; h) a suspension under Sub-Clause 2.3 unless it is attributable to the Contractor's failure; and**

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

## **7. TIME FOR COMPLETION 7.1 Execution of the Works**

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

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

**7.3 Extension of Time The Contractor shall, within such time as may be reasonable under the circumstances, notify the Procuring Agency/Engineer of any event(s) falling within the scope of Sub-Clause 6.1 or 10.3 of these Conditions of Contract and request the Procuring**

**Agency/Engineer for a reasonable extension in the time for the completion of works. Subject to the aforesaid, the Procuring Agency/Engineer shall determine such reasonable extension in the time for the completion of works as may be justified in the light of the details/particulars supplied by the Contractor in connection with the such determination by the Procuring**

**Agency/Engineer within such period as may be prescribed by the Procuring Agency/Engineer for the same; and the Procuring Agency may extend the time for completion as determined.**

**7.4 Late Completion If the Contractor fails to complete the Works**

within the Time for Completion, the Contractor's only liability to the Procuring Agency for such failure shall be to pay the amount as liquidity damages stated in the Contract Data for each day for which he fails to complete the Works. **8. TAKING-OVER**

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

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

**9. REMEDYING DEFECTS**

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

within a reasonable time shall entitle the Procuring Agency to carry out all necessary works at the Contractor's cost. However, the cost of remedying defects not attributable to the Contractor shall be valued as a Variation. 9.2 Uncovering and Testing The Engineer/Procuring Agency may give instruction as to the uncovering and/or testing of any work. Unless as a result of an uncovering and/or testing it is established that the Contractor's design, materials, plant or workmanship are not in accordance with the Contract, the Contractor shall be paid for such uncovering and/or testing as a Variation in accordance with Sub-Clause 10.2.

**10. VARIATIONS AND CLAIMS 10.1 Right to Vary** The Procuring Agency/Engineer may issue Variation Order(s) in writing. Where for any reason it has not been possible for the Procuring Agency/Engineer to issue such Variations Order(s), the Contractor may confirm any verbal orders given by the Procuring Agency/Engineer in writing and if the same are not refuted/denied by the Procuring Agency/Engineer within ten (10) days of the receipt of such confirmation the same shall be deemed to be a Variation Orders for the purposes of this Sub-Clause.

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which the Contractor shall keep records of hours of labour and Contractor's Equipment, and of Materials, used. 10.3 Changes in the Quantities. a) If the final quantity of the work done differs from the quantity in the Bill of Quantities for the particular item by more than 25 percent, provided the change exceeds 1 percent of the Initial Contract Price, the Procuring Agency/Engineer shall adjust the rate to allow for the change and will be valued as per sub clause 10.2. b) The Engineer shall not adjust rates from changes in quantities if thereby the Initial Contract Price is exceeded by more than 15 percent, except with the prior approval of the Procuring Agency. c) If requested by the Engineer, the contractor shall provide the Engineer with a detailed cost breakdown of any rate in the Bill of Quantities.

10.4 Early Warning The Contractor shall notify the Engineer/Procuring Agency in writing as soon as he is aware of any circumstance which may delay or disrupt the Works, or which may give rise to a claim for additional payment. To the extent of the Contractor's failure to notify, which results to the Engineer/Procuring Agency being unable to keep all relevant records or not taking steps to minimise any delay, disruption, or Cost, or the value of any Variation, the Contractor's entitlement to extension of the Time for Completion or additional payment shall be reduced/rejected. 10.5 Valuation of Claims If the Contractor incurs Cost as a result of any of the Procuring Agency's Risks, the Contractor shall be entitled to the amount of such Cost. If as a result of any

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**Procuring Agency's Risk, it is necessary to change the Works, this shall be dealt with as a Variation subject to Contractor's notification for intention of claim to the Engineer/Procuring Agency within**

fourteen (14) days of the occurrence of cause. 10.6 Variation and Claim Procedure The Contractor shall submit to the Engineer/Procuring Agency an itemised detailed breakdown of the value of variations and claims within twenty eight (28) days of the instruction or of the event giving rise to the claim. The Engineer/Procuring Agency shall check and if possible agree the value. In the absence of agreement, the Procuring Agency shall determine the value.

**11. CONTRACT PRICE AND PAYMENT** 11.1 (a) Terms of Payments The amount due to the Contractor under any Interim Payment Certificate issued by the Engineer pursuant to this Clause, or to any other terms of the Contract, shall , subject to Clause 11.3, be paid by the Procuring Agency to the Contractor within 30 days after such Interim Payment Certificate has been jointly verified by Procuring Agency and Contractor, or, in the case of the Final Certificate referred to in Sub Clause 11.5, within 60days after such Final Payment Certificate has been jointly verified by Procuring Agency and Contractor; Provided that the Interim Payment shall be caused in thirty (30) days and Final Payment in 60 days in case of foreign funded project. In the event of the failure of the Procuring Agency to make payment within 90 days then Procuring Agency shall pay to the Contractor compensation at the 28 days rate of KIBOR+2% per annum in local currency and LIBOR+1% for foreign currency, upon all sums unpaid from the date by which the same should have been paid. (b) Valuation of the Works The Works shall be valued as provided for in the Contract Data, subject to Clause 10. 11.2 Monthly Statements The Contractor shall be entitled to be paid at monthly intervals: a) the value of the Works executed less to the cumulative amount paid previously; and b)

value of secured advance on the materials and valuation of variations (if any). The Contractor shall submit each month to the Engineer/Procuring Agency a statement showing the amounts to which he considers himself entitled.

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**11.3 Interim Payments** Within a period not exceeding seven (07) days from the date of submission of a statement for interim payment by the Contractor, the Engineer shall verify the same and within a period not exceeding thirty (30/60) days from the said date of submission by the Contractor, the Procuring Agency shall pay to the Contractor the sum subject to adjustment for deduction of the advance payments and retention money. **11.4 Retention** Retention money shall be paid by the Procuring Agency to the Contractor within fourteen (14) days after either the expiry of the period stated in the Contract Data, or the remedying of notified defects, or the completion of outstanding work, all as referred to in Sub-Clause 9.1, whichever is the later. **11.5 Final Payment** Within twenty one (21) days from the date of issuance of the Maintenance Certificate the Contractor shall submit a final account to the Engineer to verify and the Engineer shall verify the same within fourteen (14) days from the date of submission and forward the same to the Procuring Agency together with any documentation reasonably required to enable the Procuring Agency to ascertain the final contract value. Within sixty (60) days from the date of receipt of the verified final account from the Engineer, the Procuring Agency shall pay to the Contractor any amount due to the Contractor. While making such payment the Procuring Agency may, for reasons to be given to the Contractor in writing, withhold any part or parts of the verified amount. **11.6 Currency Payment**

shall be in the currency stated in the Contract Data.

**12. DEFAULT**  
**12.1 Defaults by Contractor** If the Contractor abandons the Works, refuses or fails to comply with a valid instruction of the Engineer/Procuring Agency or fails to proceed expeditiously and without delay, or is, despite a written complaint, in breach of the Contract, the Procuring Agency may give notice referring to this Sub-Clause and stating the default. If the Contractor has not taken all practicable steps to remedy the default within fourteen (14) days after receipt of the Procuring Agency's notice, the Procuring Agency may by a second notice given within a further twenty one (21) days, terminate the Contract. The Contractor shall then demobilize from the Site leaving behind any Contractor's Equipment which the Procuring Agency instructs, in the second notice, to be used for the completion of the Works at the risk and cost of the Contractor.

Sindh Public Procurement Regulatory Authority | [www.pprasindh.gov.pk](http://www.pprasindh.gov.pk) **12.2 Defaults by Procuring Agency** If the Procuring Agency fails to pay in accordance with the Contract, or is, despite a written complaint, in breach of the Contract, the Contractor may give notice referring to this Sub-Clause and stating the default. If the default is not remedied within fourteen (14) days after the Procuring Agency's receipt of this notice, the Contractor may suspend the execution of all or parts of the Works. If the default is not remedied within twenty eight (28) days after the Procuring Agency's receipt of the Contractor's notice, the Contractor may by a second notice given within a further twenty one (21) days, terminate the Contract. The Contractor shall then demobilise from the Site.  
**12.3 Insolvency** If a Party is declared insolvent under any applicable law, the other Party

may by notice terminate the Contract immediately. The Contractor shall then demobilise from the site leaving behind, in the case of the Contractor's insolvency, any Contractor's Equipment which the Procuring Agency instructs in the notice is to be used for the completion of the Works. 12.4 Payment upon Termination After termination, the Contractor shall be entitled to payment of the unpaid balance of the value of the works executed and of the Materials and Plant reasonably delivered to the site, adjusted by the following: a) any sums to which the Contractor is entitled under Sub-Clause 10.4, b) any sums to which the Procuring Agency is entitled, c) if the Procuring Agency has terminated under Sub-Clause 12.1 or 12.3, the Procuring Agency shall be entitled to a sum equivalent to twenty percent (20%) of the value of parts of the Works not executed at the date of the termination, and d) if the Contractor has terminated under Sub-Clause 12.2 or 12.3, the Contractor shall be entitled to the cost of his demobilisation together with a sum equivalent to ten percent (10%) of the value of parts of the works not executed at the date of termination. The net balance due shall be paid or repaid within twenty eight (28) days of the notice of termination.

**13. RISKS AND RESPONSIBILITIES** 13.1 Contractor's Care of the Works Subject to Sub-Clause 9.1, the Contractor shall take full responsibility for the care

Sindh Public Procurement Regulatory Authority | [www.pprasindh.gov.pk](http://www.pprasindh.gov.pk) of the Works from the Commencement Date until the date of the Procuring Agency's/Engineer's issuance of Certificate of Completion under Sub-Clause 8.2. Responsibility shall then pass to the Procuring Agency. If any loss or damage happens to the Works during the above period, the Contractor shall rectify such loss

or damage so that the Works conform with the Contract. Unless the loss or damage happens as a result of any of the Procuring Agency's Risks, the Contractor shall indemnify the Procuring Agency, or his agents against all claims loss, damage and expense arising out of the Works. 13.2 Force Majeure If Force Majeure occurs, the Contractor shall notify the Engineer/Procuring Agency immediately. If necessary, the Contractor may suspend the execution of the Works and, to the extent agreed with the Procuring Agency demobilize the Contractor's Equipment. If the event continues for a period of eighty four (84) days, either Party may then give notice of termination which shall take effect twenty eight (28) days after the giving of the notice. After termination, the Contractor shall be entitled to payment of the unpaid balance of the value of the Works executed and of the Materials and Plant reasonably delivered to the Site, adjusted by the following: a) any sums to which the Contractor is entitled under Sub-Clause 10.4, b) the cost of his demobilization, and c) less any sums to which the Procuring Agency is entitled. The net balance due shall be paid or repaid within thirty five (35) days of the notice of termination.

**14. INSURANCE** 14.1 Arrangements The Contractor shall, prior to commencing the Works, effect insurances of the types, in the amounts and naming as insured the persons stipulated in the Contract Data except for items (a) to (e) and (i) of the Procuring Agency's Risks under SubClause 6.1. The policies shall be issued by insurers and in terms approved by the Procuring Agency. The Contractor shall provide the Engineer/Procuring Agency with evidence that any required policy is in force and that the premiums have been paid. 14.2 Default If the Contractor fails to

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

Sindh Public Procurement Regulatory Authority | [www.pprasindh.gov.pk](http://www.pprasindh.gov.pk) remedy, effect insurance for the cover relevant to such as a default and pay the premiums due and recover the same plus a sum in percentage given in Contractor Data from any other amounts due to the Contractor.

**15. RESOLUTION OF DISPUTES**

**15.1 Engineer's Decision** If a dispute of any kind whatsoever arises between the Procuring Agency and the Contractor in connection with the works, the matter in dispute shall, in the first place, be referred in writing to the Engineer, with a copy to the other party. Such reference shall state that it is made pursuant to this Clause. No later than the twenty eight (28) days after the day on which he received such reference, the Engineer shall give notice of his decision to the Procuring Agency (Superintending Engineer) and the Contractor. Unless the Contract has already been repudiated or terminated, the Contractor shall, in every case, continue to proceed with the work with all due diligence, and the Contractor and the Procuring Agency (Superintending Engineer) shall give effect forthwith to every such decision of the Engineer unless and until the same shall be revised, as hereinafter provided in an arbitral award.

**15.2 Notice of Dissatisfaction** If a Party is dissatisfied with the decision of the Engineer of consultant or if no decision is given within the time set out in Sub-Clause 15.1 here above, the Party may give notice of dissatisfaction referring to this Sub-Clause within fourteen (14) days of receipt of the decision or the expiry of the time for

**the decision. If no notice of dissatisfaction is given within the specified time, the decision shall be final and binding on the Parties. If notice of dissatisfaction is given within the specified time, the decision shall be binding on the Parties who shall give effect to it without delay unless and until the decision of the Engineer is revised by an arbitrator. If a contractor is dissatisfied with the decision of the Engineer of the department or decision is not given in time then he can approach Superintending Engineer within 14 days, in case of dissatisfaction with decision of Superintending Engineer or not decided within 28 days, then arbitration process would be adopted as per clause 15.3. 15.3 Arbitration A dispute which has been the subject of a notice of dissatisfaction shall be finally settled as per provisions of Arbitration Act 1940 (Act No. X of 1940) and Rules made there under and any statutory modifications thereto. Any hearing shall be held at the place specified in the Contract Data and in the language referred to in Sub-Clause 1.5.**

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

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

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## **CONTRACT DATA**

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

**Sub-Clauses of**

**Conditions of Contract 1.1.3 Procuring Agency's Drawings, if any**

*(To be listed by the Procuring Agency)*

**1.1.4 The Procuring Agency means**

\_\_\_\_\_

\_\_\_\_\_

**1.1.5 The Contractor means**

\_\_\_\_\_

**1.1.7 Commencement Date means the date of issue of Engineer's Notice to Commence which shall be issued within fourteen (14) days of the signing of the Contract Agreement. 1.1.9 Time for Completion \_\_\_\_\_ days**

*(The time for completion of the whole of the Works should be assessed by the Procuring Agency)*

**1.1.20 Engineer (mention the name along**

with the designation including whether he belongs to department or consultant) and other details

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

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

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2.1 Provision of Site: On the Commencement Date 3.1 Authorized person: \_\_\_\_\_

3.2 Name and address of Engineer's/Procuring Agency's representative \_\_\_\_\_

4.4 Performance Security: Amount \_\_\_\_\_ Validity \_\_\_\_\_

*(Form: As provided under Standard Forms of these Documents)*

5.1 Requirements for Contractor's design (if any): Specification Clause No's \_\_\_\_\_ 7.2 Programme:

Time for submission: Within fourteen (14) days\* of the Commencement Date.

Form of programme: \_\_\_\_\_ *(Bar Chart/CPM/PERT or other)* 7.4 Amount payable due to failure to complete shall be

\_\_% per day up to a maximum of (10%) of sum stated in the Letter of Acceptance (Usually the liquidated damages are set between 0.05 percent and 0.10 percent per day.) 7.5 Early Completion In case of earlier completion of the Work, the Contractor is entitled to be paid bonus up-to limit and at a rate

equivalent to 50% of the relevant limit and rate of liquidated damages stated in the contract data. 9.1 Period for remedying defects \_\_\_\_\_

\_\_\_\_\_ 10.2 (e) Variation procedures: Day work rates \_\_\_\_\_

\_\_\_\_\_ (details) 11.1 Terms of Payments

a) Mobilization Advance (1) Mobilization Advance up to 10 % of the Contract Price stated in the Letter of Acceptance shall be paid by the Procuring Agency to the Contractor on the works costing Rs.2.5 million or above on following conditions:

Sindh Public Procurement Regulatory Authority | [www.pprasindh.gov.pk](http://www.pprasindh.gov.pk) (i) on submission by the Contractor of a Mobilization Advance Guarantee for the full amount of the Advance in the specified form from a Scheduled Bank in Pakistan to the Procuring Agency; (ii) Contractor will pay interest on the mobilization advance at the rate of 10% per annum on the advance; and (iii)

This Advance including the interest shall be recovered in 5 equal installments from the five (05) R.A bills and in case the number of bills is less than five (05) then 1/5<sup>th</sup> of the advance inclusive of the interest thereon shall be recovered from each bill and the balance together with interest be recovered from the final bill. It may be insured that there is sufficient amount in the final bill to enable recovery of the Mobilization Advance. OR

2) Secured Advance on Materials (a) The Contractor shall be entitled to receive from the Procuring Agency Secured Advance against an INDENTURE BOND in P W Account Form No. 31 (Fin. R. Form No. 2 acceptable to the Procuring Agency of such sum as the Engineer may consider proper in respect of non-perishable materials brought at the Site but not yet incorporated in the Permanent Works provided that: (i) The

materials are in accordance with the Specifications for the Permanent Works; (ii) Such materials have been delivered to the Site and are properly stored and protected against loss or damage or deterioration to the satisfaction and verification of the Engineer but at the risk and cost of the Contractor; (iii) The Contractor's records of the requirements, orders, receipts and use of materials are kept in a form approved by the Engineer, and such records shall be available for inspection by the Engineer; (iv) The Contractor shall submit with his monthly statement the estimated value of the materials on Site together with such documents as may be required by the Engineer for the purpose of valuation of materials and providing evidence of ownership and payment therefore; (v) Ownership of such materials shall be deemed to vest in the Procuring Agency and these materials shall not be removed from the Site or otherwise disposed of without written permission of the Procuring Agency; (vi) The sum payable for such materials on Site shall not exceed 75 % of the (i) landed cost of imported materials, or (ii) ex-factory / ex-warehouse price of locally manufactured or produced materials, or (iii) market price of stands other materials;

Sindh Public Procurement Regulatory Authority | [www.pprasindh.gov.pk](http://www.pprasindh.gov.pk) (vii) Secured Advance should not be allowed unless & until the previous advance, if any, fully recovered; (viii) Detailed account of advances must be kept in part II of running account bill; and (ix) Secured Advance may be permitted only against materials/quantities anticipated to be consumed / utilized on the work within a period of 3 months from the date of issue of secured advance and definitely not for full quantities of materials for the entire work/contract (b) Recovery of Secured

**Advance:** (i) Secured Advance paid to the Contractor under the above provisions shall be effected from the monthly payments on actual consumption basis, but not later than period specified in the rules not more than three months (even if unutilized); other conditions. (ii) As recoveries are made the outstanding accounts of the items concerned in Part II should be reduced by making deduction entries in the column; –deduct quantity utilized in work measured since previous bill,|| equivalent to the quantities of materials used by the contractor on items of work shown as executed in part I of the bill. (c) Interim payments: The Contractor shall submit to the Engineer monthly statements of the estimated value of the work completed less the cumulative amount certified previously. (i) The value of work completed comprises the value of the quantities of the items in the Bill of Quantities completed. (ii) value of secured advance on the materials and valuation of variations (if any). (iii) Engineer may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information. (v) Retention money and other advances are to be recovered from the bill submitted by contractor. 11.2 \*(a) Valuation of the Works: i) Lump sum price \_\_\_\_\_ (details), or ii) Lump sum price with schedules of rates \_\_\_\_\_ (details), or iii) Lump sum price with bill of quantities \_\_\_\_\_ (details), or iv) Re-measurement with estimated/bid quantities in the Schedule of Prices or on premium above or below quoted on the rates mentioned in CSR \_\_\_\_\_ (details), or/and v) Cost reimbursable \_\_\_\_\_ (details)

**Pak. Rupees 14.1 Insurances: (*Procuring Agency may decide, keeping in view the nature and the scope of the work*)**

**Type of cover The Works**

**Amount of cover The sum stated in the Letter of Acceptance plus fifteen percent (15%)**

**Type of cover Contractor's Equipment:**

**Amount of cover Full replacement cost**

**Type of cover Third Party-injury to persons and damage to property \_\_\_\_\_**

**(*The minimum amount of third party insurance should be assessed by the***

***Procuring Agency and entered*). Workers: \_\_\_\_\_**

**\_\_\_\_\_ Other cover\*: \_\_\_\_\_**

**(*In each case name of insured is Contractor and Procuring Agency*) 14.2 Amount to be recovered Premium plus**

**\_\_\_\_\_ percent (\_\_\_%). 15.3 Arbitration\*\* Place of Arbitration:\_\_\_\_\_**

**\* (*Procuring Agency to specify as appropriate*)**

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

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## **STANDARD FORMS**

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

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

No. \_\_\_\_\_ Executed on \_\_\_\_\_

(Letter by the Guarantor to the Procuring Agency) Name of Guarantor (Scheduled Bank in Pakistan) with

address: \_\_\_\_\_ Name

of Principal (Bidder) with

address: \_\_\_\_\_

\_\_\_\_\_ Sum of

Security (express in words and

figures): \_\_\_\_\_

\_\_\_\_\_ Bid

Reference No. \_\_\_\_\_ Date of Bid \_\_\_\_\_ KNOW

**ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Bid and at the request of the said Principal, we the**

**Guarantor above-named are held and firmly bound unto the**

\_\_\_\_\_, (hereinafter called The

–Procuring Agency)) in the sum stated above, for the payment

of which sum well and truly to be made, we bind ourselves, our

heirs, executors, administrators and successors, jointly and

severally, firmly by these presents. THE CONDITION OF THIS

OBLIGATION IS SUCH, that whereas the Principal has submitted

the accompanying Bid numbered and dated as above for

\_\_\_\_\_ (Particulars of Bid) to the said

Procuring Agency; and WHEREAS, the Procuring Agency has

required as a condition for considering the said Bid that the

Principal furnishes a Bid Security in the above said sum to the

Procuring Agency, conditioned as under: (1) that the Bid

Security shall remain valid for a period of twenty eight (28)

days beyond the period of validity of the bid; (2) that in the

event of; (a) the Principal withdraws his Bid during the period

**of validity of Bid, or (b) the Principal does not accept the correction of his Bid Price, pursuant to SubClause 16.4 (b) of Instructions to Bidders, or (c) failure of the successful bidder to (i) furnish the required Performance Security, in accordance with SubClause IB-21.1 of Instructions to Bidders, or (ii) sign the proposed Contract Agreement, in accordance with SubClauses IB-20.2 & 20.3 of Instructions to Bidders,**

**Sindh Public Procurement Regulatory Authority | [www.pprasindh.gov.pk](http://www.pprasindh.gov.pk)      the entire sum be paid immediately to the said Procuring Agency for delayed completion and not as penalty for the successful bidder's failure to perform. NOW THEREFORE, if the successful bidder shall, within the period specified therefore, on the prescribed form presented to him for signature enter into a formal Contract Agreement with the said Procuring Agency in accordance with his Bid as accepted and furnish within fourteen (14) days of receipt of Letter of Acceptance, a Performance Security with good and sufficient surety , as may be required, upon the form prescribed by the said Procuring Agency for the faithful performance and proper fulfilment of the said Contract or in the event of nonwithdrawal of the said Bid within the time specified then this obligation shall be void and of no effect, but otherwise to remain in full force and effect. PROVIDED THAT the Guarantor shall forthwith pay to the Procuring Agency the said sum stated above upon first written demand of the Procuring Agency without cavil or argument and without requiring the Procuring Agency to prove or to show grounds or reasons for such demand, notice of which shall be sent by the Procuring Agency by registered post duly addressed to the Guarantor at its address given above. PROVIDED ALSO THAT the Procuring Agency shall be the sole and final judge for**

deciding whether the Principal has duly performed his obligations to sign the Contract Agreement and to furnish the requisite Performance Security within the time stated above, or has defaulted in fulfilling said requirements and the Guarantor shall pay without objection the sum stated above upon first written demand from the Procuring Agency forthwith and without any reference to the Principal or any other person. IN WITNESS WHEREOF, the above bounded Guarantor has executed the instrument under its seal on the date indicated above, the name and seal of the Guarantor being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

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

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### FORM OF PERFORMANCE SECURITY

(Bank Guarantee) Guarantee No. \_\_\_\_\_ Executed on \_\_\_\_\_ Expiry Date (Letter by the Guarantor to the Procuring Agency) Name of Guarantor (Scheduled Bank in Pakistan) with address: \_\_\_\_\_

Name of Principal (Contractor) with address: \_\_\_\_\_

Penal Sum of Security (express in words and figures) \_\_\_\_\_

Letter of Acceptance No. \_\_\_\_\_ Dated \_\_\_\_\_

\_\_\_\_\_ KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Bidding Documents and above said Letter of Acceptance (hereinafter called the Documents) and at the request of the said Principal we, the Guarantor above named, are held and firmly bound unto the

\_\_\_\_\_ (hereinafter called the Procuring Agency) in the penal sum of the amount stated above, for the payment of which sum well and truly to be made to the said Procuring Agency, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents. THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has accepted the Procuring Agency's above said Letter of Acceptance for \_\_\_\_\_

\_\_\_\_\_ (Name of Contract) for the \_\_\_\_\_ (Name of Project). NOW

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

**this Guarantee that the claim for payment in writing shall**  
Sindh Public Procurement Regulatory Authority | www.pprasindh.gov.pk **be received by**  
**us within the validity period of this Guarantee, failing which we**  
**shall be discharged of our liability, if any, under this Guarantee.**  
**We, \_\_\_\_\_ (the Guarantor), waiving all**  
**objections and defenses under the Contract, do hereby**  
**irrevocably and independently guarantee to pay to the**  
**Procuring Agency without delay upon the Procuring Agency's**  
**first written demand without cavil or arguments and without**  
**requiring the Procuring Agency to prove or to show grounds or**  
**reasons for such demand any sum or sums up to the amount**  
**stated above, against the Procuring Agency's written**  
**declaration that the Principal has refused or failed to perform**  
**the obligations under the Contract, for which payment will be**  
**effected by the Guarantor to Procuring Agency's designated**  
**Bank & Account Number. PROVIDED ALSO THAT the Procuring**  
**Agency shall be the sole and final judge for deciding whether**  
**the Principal (Contractor) has duly performed his obligations**  
**under the Contract or has defaulted in fulfilling said obligations**  
**and the Guarantor shall pay without objection any sum or sums**  
**up to the amount stated above upon first written demand from**  
**the Procuring Agency forthwith and without any reference to**  
**the Principal or any other person. IN WITNESS WHEREOF, the**  
**above bounded Guarantor has executed this Instrument under**  
**its seal on the date indicated above, the name and corporate**  
**seal of the Guarantor being hereto affixed and these presents**  
**duly signed by its undersigned representative, pursuant to**  
**authority of its governing body. \_\_\_\_\_ Guarantor**  
**(Bank) Witness: 1. \_\_\_\_\_ 1. Signature \_\_\_\_\_**  
**\_\_\_\_\_ 2. Name \_\_\_\_\_ Corporate Secretary**

(Seal) 3. Title \_\_\_\_\_ 2. \_\_\_\_\_  
\_\_\_\_\_ (Name, Title & Address)

**Corporate Guarantor (Seal)**

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**FORM OF CONTRACT AGREEMENT THIS CONTRACT**

**AGREEMENT (hereinafter called the –Agreement||) made on**

**the \_\_\_\_ day of \_\_\_\_\_ 200 \_\_\_\_ between**

**\_\_\_\_\_ (hereinafter called the –Procuring Agency||) of the one part and \_\_\_\_\_ (hereinafter called the**

**–Contractor||) of the other part. WHEREAS the Procuring**

**Agency is desirous that certain Works, viz \_\_\_\_\_ should**

**be executed by the Contractor and has accepted a Bid by the**

**Contractor for the execution and completion of such Works and**

**the remedying of any defects therein. NOW this Agreement**

**witnesseth as follows: 1. In this Agreement words and**

**expressions shall have the same meanings as are respectively**

**assigned to them in the Conditions of Contract hereinafter**

**referred to. 2. The following documents after incorporating**

**addenda, if any except those parts relating to Instructions to**

**Bidders, shall be deemed to form and be read and construed as**

**part of this Agreement, viz: (a) The Letter of Acceptance; (b)**

**The completed Form of Bid along with Schedules to Bid; (c)**

**Conditions of Contract & Contract Data; (d) The priced Schedule**

**of Prices/Bill of quantities (BoQ); (e) The Specifications; and (f)**

**The Drawings 3. In consideration of the payments to be made**

**by the Procuring Agency to the Contractor as hereinafter**

**mentioned, the Contractor hereby covenants with the**

**Procuring Agency to execute and complete the Works and**

**remedy defects therein in conformity and in all respects within**

**the provisions of the Contract. 4. The Procuring Agency hereby**

covenants to pay the Contractor, in consideration of the execution and completion of the Works as per provisions of the Contract, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

Sindh Public Procurement Regulatory Authority | [www.pprasindh.gov.pk](http://www.pprasindh.gov.pk) **IN WITNESS**

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

**Signature of the Contactor Signature of the Procuring Agency**  
\_\_\_\_\_ (Seal) (Seal) Signed, Sealed  
and Delivered in the presence of: **Witness: Witness:**

\_\_\_\_\_ (Name, Title  
and Address) (Name, Title and Address)

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**MOBILIZATION ADVANCE GUARANTEE Guarantee**

**No.**\_\_\_\_\_ **Executed on**\_\_\_\_\_ **(Letter by the**  
**Guarantor to the Procuring Agency) WHEREAS the**

\_\_\_\_\_ **(hereinafter called the**  
**Procuring Agency) has entered into a Contract for**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ **(Particulars of Contract),**

**with** \_\_\_\_\_  
\_\_\_\_\_ **(hereinafter called the Contractor).**

**AND WHEREAS** the Procuring Agency has agreed to advance to the Contractor, at the Contractor's request, an amount of **Rs.**\_\_\_\_\_ **Rupees** \_\_\_\_\_) which amount shall be advanced to the Contractor as per provisions of the Contract. **AND WHEREAS** the Procuring Agency has asked the

**Contractor to furnish Guarantee to secure the advance payment for the performance of his obligations under the said Contract. AND WHEREAS \_\_\_\_\_ (Scheduled Bank) (hereinafter 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, as aforesaid, on the part of the Contractor, shall be given by the Procuring Agency to the Guarantor, and on such first written demand payment shall be made by the Guarantor of all sums then due under this Guarantee without any reference to the Contractor and without any objection.**

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**This Guarantee shall come into force as soon as the advance payment has been credited to the account of the Contractor. This Guarantee shall expire not later than**

**\_\_\_\_\_ by which date we must have received any claims by registered letter, telegram, telex or telefax. It is understood that you will return this Guarantee to us on expiry or after settlement of the total amount to be claimed hereunder. \_\_\_\_\_ Guarantor (Scheduled**

**Bank) Witness: 1. \_\_\_\_\_ 1. Signature \_\_\_\_\_**

**\_\_\_\_\_ 2. Name \_\_\_\_\_ Corporate Secretary**

(Seal) 3. Title \_\_\_\_\_ 2. \_\_\_\_\_

\_\_\_\_\_ (Name, Title & Address)

**Corporate Guarantor (Seal)**

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**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 ..... -197--"**

**BETWEEN (hereinafter 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 (hereinafter called "the Government" of the other part).**

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

**(Here enter (the description of the works).<sup>1</sup> AND WHEREAS 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 (E). the said works signed by the**

**contractor**

Fin R.Form.17.A **ON**----- ..... — and on such covenants and conditions as are hereinafter contained and the Government has reserved to itself the option of marking any further advance or advances on the security of other materials brought by the Contractor to the site of the said 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 whereof the Contractor doth hereby acknowledge) and of such further advances (if any) as may be made to him as aforesaid (all of which advances are hereinafter collectively referred to as the said amount) the Contractor doth hereby assign unto the Government the said materials by way of security for the said amount And doth hereby covenant and agree with the Government and declare ay follow :- (1) That the said sum of Rupees .....- ..... -----..... ----- (Rf. -- ----- ) so advanced by the Government to the Contractor as aforesaid and all or any further sum or sums which may be advanced aforesaid shall be employed by the contractor in or towards expending the execution of the said works and for no other purpose whatsoever.

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

Fin R Form No. 17-A **Offered to and accepted by (he Government as security for the said amount are absolutely by the Contractors own property free from encumbrances of any kind and the Contractor will not make any application for or receive a**

further advance on the security of materials which are not absolutely his own property and free from encumbrances of any kind and the contractor hereby agrees, at all times, to indemnify and save harmless the Government against all claims whatsoever to any materials in respect of which an advance has been made to him as aforesaid. (3) That the said materials detailed in the said Running Account Bill (B) and all other Fin. R. Form No. 17-A Materials on the security of which any further advance or advances may hereafter be made as aforesaid (hereinafter called the said materials) shall be used by the Contractor solely in *the* execution of the said works in accordance with the directions of the Divisional Officer-----  
----- (hereinafter called the Divisional Officer) and in the terms of the said agreement. (4) That the Contractor shall make at his own cost all necessary and adequate arrangement for the proper watch, safe custody and protection against all risks of the said material and that until used in construction as aforesaid the said materials shall remain at the site of the said works in the Contractor's custody and at his own risk and on his own responsibility and shall at all times be open to inspection by (he Divisional Officer or any officer authorized by him. In the event of the said materials of any part (hereof being stolen, destroyed or damaged or becoming deteriorated in a grater degree than is due to reasonable use and wear thereof Contractor will forthwith replace the same with other materials of like qualify or repair and make good the same as required by the Divisional Officer and the materials so brought to replace the said materials so repaired and made good shall also be considered as security for the said amount. (5) 'Hurt the said materials shall not on any account be removed from the site of

the said works except with the written permission of the Divisional Officer or an officer authorized by him in that behalf

(6) That the said amount shall be payable in full when or before the Contractor receives payment, from the Government of the price payable to him for the said works under the terms and provisions of the said agreement PROVIDED THAT if any intermediate payments are made to the contractor on account of work done then on the occasion of each such payment the Government will be at liberty to make a recovery from the Contractors Bill for such payment by deducting there from in the value of the said materials (hen actually used in the construction and in respect of which recovery has not been made previously the value for this purpose being determined in respect of each description of material at (he rates at which the amount of the advances made under these presents were calculated. (7) That if the Contractor shall at any time make any default in the performance or 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

Sindh Public Procurement Regulatory Authority | [www.pprasindh.gov.pk](http://www.pprasindh.gov.pk)      percent per annum from the date or respective dates of such advance or advances to the date or repayment and with all costs, charges, damages and expenses incurred by the Government in or for the recovery thereof or the enforcement of this security or otherwise by reason of (he default of the Contractor and any moneys so becoming due and payable shall constitute a debt due from the Contractor to the Government and the Contractor

hereby covenants and agrees with the Government to repay and the same respectively to it accordingly. (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 withstanding anything in the said agreement and without prejudice to the powers contained therein if and whether the covenant for payment and repayment hereinbefore contained shall become enforceable and the money owing shall not be paid to accordingly. Once therewith the Government may at any time thereafter adopt all or any of following courses as it may deem best ;- (a) Seize and utilize the said materials or any part thereof in the completion of the said works on behalf of the Contractor in accordance with the provisions in that behalf contained in the said agreement debiting the Contractor with the actual cost of effecting such completion the amount due in respect of advances under these presents and crediting the Contractor with the value of work done as he had carried it out in accordance with the said agreement and at the rates thereby provided. If the balance is against the Contractor he is to pay the same to the Government on demand. (b) Remove and sell by public auction the seized materials or any part thereof and out of the moneys arising from the sale retain all the sums aforesaid repayable to the Government under these presents and pay over the surplus (if any) to the Contractor. (c) Deduct all or any part of the moneys owing out of the security deposit or any sum due to the Contractor under the said agreement. (9)

That except as is expressly provided by the presents interest on the aid advance shall not be payable. (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 hereinbefore expressly provided for the same shall be referred to the Superintending Engineer..... Circle whose..... decision shall be final and the provisions of the Indian Arbitration Act for the time being in force so far as they are applicable shall apply to any such reference.

Sindh Public Procurement Regulatory Authority | [www.pprasindh.gov.pk](http://www.pprasindh.gov.pk) In witnesses whereof the\* ----- —\_..... on behalf of the Governor of Sindh and the said..... —..... - ..... - have hereunto set their respective hands and seals the day and first above written. Signed, sealed and delivered by\* In the presence of Seal 1st witness 2<sup>nd</sup> witness Signed, sealed and delivered by\* In the presence of Seal 1st Witness 2<sup>nd</sup> witness

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## **SPECIFICATIONS**

*[Note for Preparing the Specifications]* A set of precise and clear specifications is a prerequisite for bidders to respond realistically and competitively to the requirements of the user without qualifying their Bids. The specifications must be drafted to permit the widest possible competition and, at the same time, present a clear statement of the required standards of workmanship, materials, performance of the works. Only if this is done objectives of economy, efficiency, and fairness in procurement will be realized and responsiveness of Bids can be

ensured, and the subsequent task of bid evaluation can be facilitated. The specifications should require that materials to be incorporated in the works be new, unused, and of the most recent or current models, and incorporated all recent improvements in design and materials unless provided for otherwise in the contract. Samples of specifications from similar to previous procurements are useful in this respect. The use of metric units is encouraged. Depending on the complexity of the works and the repetitiveness of the type of procurement, it may be advantageous to standardize the Technical Specifications that should cover all classes of workmanship, materials and equipment although not necessarily to be used in a particular procurement. Care must be taken in drafting specifications to ensure that they are not restrictive. In the specification of standards for equipment, materials, and workmanship, recognized international standards should be used as much as possible. The specifications shall consider all conditions but not limited to seismic conditions, weather conditions and environmental impact. The specifications should state that equipment, materials, and workmanship that meet other authoritative standards, and which ensure at least a substantially equal quality than the standards mentioned, will also be acceptable. The following clause may be inserted in the Specifications. Sample Clause: Equivalency of Standards and Codes Wherever reference is made in the Specifications to specific standards and codes to be met by Works to be furnished and tested, the provisions of the latest current edition or revision of the relevant shall apply, unless otherwise expressly stated in the Contract. Other authoritative standards that ensure equivalence to the standards and codes specified

will be acceptable.]

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**\*DRAWINGS**

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

Construction of Water Supply Scheme Kashmore Town

**SCHEDULE B**

**TUBE WELL 5 NOS**

S.No	Description	Qty	Unit	Rate	Amount
1	Boring for Tube Wells in all water bearing soils from ground level up to 100' or 30.50 M depth including sinking & withdrawing of casing pipe (PHSI No:1 P41) 12" Dia	90	P Rft	743.00	66,870.00
2	Supplying & Installing PVC Strainer B Class of approved design quality & make including necessary sockets etc complete. (PHSI No:9 P43) 8" Dia	65	P Rft	554.05	36,013.00
3	Providing Strong substantially built wooden locked box with compartments for preserving 2 Lbs(1 Kg) samples stratas (PHSI No:5 P43).	1	Each	3,530.00	3,530.00
4	Taking & preserving in Box 2 Lbs (1Kg) sample of strata from bore hole (PHSI No: 6 P43)	5	Each	101.00	505.00
5	Supplying & Installing PVC Blind Pipe B Class of approved design quality & make including necessary sockets etc complete. (PHSI No:12 P44) 8" Dia	26	P Rft	516.80	13,437.00
6	Taking samples of water from bore hole and placing in two separate bottles (PHSI No:7 P43)	5	Each	131.00	655.00
7	Supplying & Fixing PVC End Plug (SMI No: P ) 8" dia	1	Each	1,360.00	1,360.00
8	Supplying & Fixing MS plug of approved quality (PHSI 8b P-43)	1	Each	2,607.00	2,607.00
9	Shrouding with fine graded bajri (3/8" to 1/8" or 9mm to 3mm in between bore and blind pipe of the following diameter of strainer (PHSI No:13 P45)	90	P Rft	105.00	9,450.00

10	Development charges of tube well (RA)	90	P Cft	200.00	18,000.00
<b>Grand Total Rs.</b>					<b>152,427.00</b>
<b>Cost of T/Wells 5 Nos Rs</b>					<b>762135.00</b>

**Pump House 12' x 14'**

S.No	Description	Nos	L	B	D	Qty	Amount
1	Excavation in foundation of building bridges and other structures i/c bailing, dressing, filling around the structure with excavated earth, watering, ramming Lead up to one chain & lift up to 5.0' (CSI No:18 P4)						
<b>Qty</b>		<b>188.00</b>	<b>cft at Rs</b>	<b>3176.25</b>	<b>p%0</b>	<b>cft</b>	<b>Rs 59</b>
2	Cement Concrete bricks or stone ballast 1 1/2" to 2" gauge ratio 1:4:8 (CSI No:4 P16)						
<b>Qty</b>		<b>87.42</b>	<b>cft at Rs</b>	<b>9416.28</b>	<b>p%</b>	<b>cft</b>	<b>Rs 823</b>
3	Random rubble Masonry (Un-coursed) in cement sand mortar 1:6 (CSI No: 1(d) P28)						
<b>Qty</b>		<b>141.00</b>	<b>cft at Rs</b>	<b>17723.0</b>	<b>p%</b>	<b>cft</b>	<b>Rs 2498</b>
4	Coursed rubble Masonry i/c hammer dressing cement sand mortar 1:6 (CSI No: 2(d) P28)						
<b>Qty</b>		<b>190.93</b>	<b>cft at Rs</b>	<b>25321.0</b>	<b>p%</b>	<b>cft</b>	<b>Rs 4834</b>
5	D P C in cement sand 2" thick (CSI No: 28 P19)						
<b>Qty</b>		<b>58.75</b>	<b>sft at Rs</b>	<b>4982.18</b>	<b>p%</b>	<b>sft</b>	<b>Rs 292</b>
6	Pucca Brick work in ground floor i/c striking of joints in cement sand mortar 1:6 (CSI No:5 P21)						
<b>Qty</b>		<b>308.64</b>	<b>cft at Rs</b>	<b>12674.36</b>	<b>p%</b>	<b>cft</b>	<b>Rs 3911</b>
7	fFabrication of heavy steel (CSI NO.24 P-92)						
	Door	1	4.0	7.0		28.00	
	Window	1	3.0	4.0		12.00	
<b>Qty</b>		<b>4.41</b>	<b>cwt at Rs</b>	<b>4928.49</b>	<b>pcwt</b>	<b>40.00</b>	<b>Rs 2173</b>
8	Fabrication of mild steel reinforcement for cement concrete i/c cutting bending laying in position making joints and fastening i/c cost of binding wire also includes removal of rust from bars (CSI NO.7 (a) P-17)						
<b>Qty</b>		<b>4.23</b>	<b>cwt at Rs</b>	<b>5001.70</b>	<b>pcwt</b>		<b>Rs 2115</b>
9	RCC work in roof slabs beams columns rafts lintels and other structural members laid in situ are precast laid in position etc complete in all respects ratio 1:2:4 {cement, sand, shingle 1/8" to 1/4"} (CSI 6 P-17)						
<b>Qty</b>		<b>105.36</b>	<b>cft at Rs</b>	<b>337</b>	<b>pcft</b>	<b>cft</b>	<b>Rs 3550</b>
10	Filling watering ramming in floor surplus earth from foundation lead upto one chain and lift upto 5 ft: (CSI No.21 P-4)						

Qty	368.17	cft at Rs	1512.5	p%0	cft	Rs	55
11	Providing Laying 3" thick CC Topping 1:2:4 i/c surface finishing and dividing into panels (CSI.NO.16 P-42)						
Qty	109.25	sft at Rs	4411.82	p%	sft	Rs	482
12	Cement plaster 1:6 upto 12' height 1/2" thick (CSI No:11 P-57)						
Qty	388	sft at Rs	2206.6	p%	sft	Rs	856
13	Preparing new surface and painting of doors & window any type i/c edge (CSI.NO.5 c P-70) Two coats						
Qty	104.0	sft at Rs	2116.41	p%	sft	Rs	220
	Cement plaster 1:4 upto 12' height 3/8" thick (CSI No:11 P-57)						
Qty	388	sft at Rs	2197.52	p%	sft	Rs	852
14	Errrection & filling in position of iron trusses stoping of water tank etc complete (GSI NO 3 P-91)						
Qty	4.41	cwt at Rs	271.04	pcwt	sft	Rs	119
15	<b>Cement pointing struck joints on walls</b>						
Qty	448	sft at Rs	1213.58	p%	sft	Rs	543
16	Pointing flush on stone work in cement mortar 1:3 (CSI.NO.20 P-53)						
Qty	195.0	sft at Rs	1758.08	p%	sft	Rs	342
15	White washing two coats (CSI.NO.26 P-54) Ceiling						
Qty	204.0	sft at Rs	425.84	p%	sft	Rs	86
16	White washing one coat (CSI.NO.25 P-54) Quantity same as Cement Plaster						
Qty	348.00	sft at Rs	416.63	p%	sft	Rs	145
17	Colour washing two coat (CSI.NO.25 P-54) Quantity same as Cement Plaster						
Qty	796.00	sft at Rs	859.9	p%	sft	Rs	684
18	supplying and fixing in position iron steel girl (CSINo 26 p-93)						
Qty	24.0	sft at Rs	180.5		psft	Rs	433
						<b>Total</b>	<b>25082</b>
						5 x	<b>250828</b>
						Total Rs	<b>125413</b>

for 5 no one for tube well pumping machinery

**Clear Water Tanks 1 Nos. 30' dia**

- 1 Excavation for Tanks and reservoir in soft i/c trimming and dressing to true alignment design section profile and shape leveling of laying of beds of trenches to correct level and grade i/c laying of earth in 6" layer for construction of banks and dressing and disposal of surplus. Excavated earth within one chain as directed by Engineer Incharge i/c providing fence guards. Lights flags where ever required lift upto 5 feet (1:52 m) and lead upto one chain (30.5m) (PHSI No:1P-67)

**0' to 5' depth**

Qty:	<b>4808.12</b>	Cft	@ Rs.	3000.00	P %o Cft	Rs.	14424.00
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- 2 Excavation for Tanks and reservoir in wet Soil/clay or mud i/c trimming and dressing to true alignment design section profile and shape leveling of laying of beds of trenches to correct level and grade i/c laying of earth in 6" layer for construction of banks and dressing and disposal of surplus. Excavated earth within one chain as directed by Engineer Incharge i/c providing fence guards. Lights flags where ever required lift upto 5 feet (1:52 m) and lead upto one chain (30.5m) (PHSI No:14 P-74)

**5' to 8' depth**

Qty:	<b>2884.88</b>	Cft	@ Rs.	<b>5350.00</b>	P %o Cft	Rs.	<b>15434.00</b>
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**8' to 11' depth**

Qty:	<b>1923.25</b>	Cft	@ Rs.	<b>5900.00</b>	P %o Cft	Rs.	<b>11347.00</b>
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- 4 CC plain i/c placing compacting finishing & curring complete i/c screening and washing of stone aggregate w/o shuttering (CSI NO:5 P-15) **(1:4:8)**

Qty:	961.62	Cft	@ Rs.	11288.75	P %Cft	Rs.	108555.00
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- 5 RCC work in roof, slabs, beams, columns, rafts, lintels and other structural members laid in situ or pre-cast laid in position etc complete in all respected. Ratio 1:2:4 (CSI No.6,(a) P-16)

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Qty:	2647.00	Cft	@ Rs.	337.00	P Cft	Rs.	892039.00
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- 6 Fabrication of Mild Steel reinforcement for cement concrete i/c

cutting, bending layin in position making joints and fastenings i/c cost of binding wire also includes removal of rust from bars. (CSI No.8, P-16)

$$\frac{2647.00}{112} \times 6.50 = 153.621 \quad \text{Cwt}$$

Qty	118.160	cwt	@	Rs.	5001.70	P-	cwt	Rs.	591001.00
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8 Cement plaster 1:4 upto 12' height 3/4" thick (CSI No:11 P-57)

Qty:	1532.00	sft	@ Rs.	3015.76	P %sft	Rs.	46201.00
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9 Supply of Dampo (Sch: of Mat: 1-46, P-4).

Qty:	35.00	kg	@ Rs.	125.00	P sft	Rs.	4375.00
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10 Providing construction joint in concrete work 9" (225mm) made corrugated P.V.C water stop (with bulb) i/c soldering cost of material and labour. (P.H.S.I-2 P/56).

Qty:	292.02	Rft	@ Rs.	86.00	P Rft	Rs.	25114.00
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11 Providing C.I Main hole cover & frame i/c cost of material etc: (PHSI No.1, P-35)

Qty:	2.50	Rft	@ Rs.	6985.00	P cwt	Rs.	17463.00
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12 Providing and fixing C.I. ventilator weight not less than 90lbs roof of tank approved design rain with water right joints including once in painting etc complete (PHSI.No.4 P-55)

Qty: 4.00 Nos. @ Rs. 4870.00 P/Cwt Rs. 19480.00

Total  
Rs. 1745433.00

**Pump House 16' x 14'**

S.No	Description	Nos	L	B	D	Qty	Amount
1	Excavation in foundation of building bridges and other structures i/c bailing, dressing, filling around the structure with excavated earth, watering, ramming Lead up to one chain & lift up to 5.0' (CSI No:18 P4)						
Qty		252.00	cft at Rs	3176.25	p%0	cft	Rs 800
2	Cement Concrete bricks or stone ballast 1 1/2" to 2" gauge ratio 1:4:8 (CSI No:4 P16)						
Qty		140.42	cft at Rs	9416.28	p%	cft	Rs 13221
3	Random rubble Masonry (Un-coursed) in cement sand mortar 1:6 (CSI No: 1(d) P28)						
Qty		189.00	cft at Rs	17723.0	p%	cft	Rs 33496
4	Coursed rubble Masonry i/c hammer dressing cement sand mortar 1:6 (CSI No: 2(d) P28)						
Qty		255.93	cft at Rs	25321.0	p%	cft	Rs 64804
5	D P C in cement sand 2" thick (CSI No: 28 P19)						
Qty		78.75	sft at Rs	4982.18	p%	sft	Rs 3923
6	Pucca Brick work in ground floor i/c striking of joints in cement sand mortar 1:6 (CSI No:5 P21)						
Qty		428.64	cft at Rs	12674.36	p%	cft	Rs 54326
	fFabrication of heavy steel (CSI NO.24 P-92)						
7	Door	1	4.0	7.0		28.00	
	Window	1	3.0	4.0		12.00	
						40.00	
Qty		4.41	cwt at Rs	4928.49	pcwt		Rs 21735
8	Fabrication of mild steel reinforcement for cement concrete i/c cutting bending laying in position making joints and fastening i/c cost of binding wire also includes removal of rust from bars (CSI NO.7 (a) P-17)						
Qty		6.60	cwt at Rs	5001.70	pcwt		Rs 33011
9	RCC work in roof slabs beams columns rafts lintels and other structural members laid in situ are precast laid in position etc complete in all respects ratio 1:2:4 {cement, sand, shingle 1/8" to 1/4"} (CSI 6 P-17)						
Qty		164.16	cft at	337	pcft	cft	Rs 55325

		Rs						
10	Filling watering ramming in floor surplus earth from foundation lead upto one chain and lift upto 5 ft: (CSI No.21 P-4)							
<b>Qty</b>		<b>261.56</b>	<b>cft at Rs</b>	<b>1512.5</b>	<b>p%0</b>	<b>cft</b>	<b>Rs</b>	<b>396</b>
11	Providing Laying 3" thick CC Topping 1:2:4 i/c surface finishing and dividing into panels (CSI.NO.16 P-42)							
<b>Qty</b>		<b>209.25</b>	<b>sft at Rs</b>	<b>4411.82</b>	<b>p%</b>	<b>sft</b>	<b>Rs</b>	<b>9232</b>
12	Cement plaster 1:6 upto 12' height 1/2" thick (CSI No:11 P-57)							
<b>Qty</b>		<b>548</b>	<b>sft at Rs</b>	<b>2206.6</b>	<b>p%</b>	<b>sft</b>	<b>Rs</b>	<b>12092</b>
13	Preparing new surface and painting of doors & window any type i/c edge (CSI.NO.5 c P-70) Two coats							
<b>Qty</b>		<b>104.0</b>	<b>sft at Rs</b>	<b>2116.41</b>	<b>p%</b>	<b>sft</b>	<b>Rs</b>	<b>2201</b>
	Cement plaster 1:4 upto 12' height 3/8" thick (CSI No:11 P-57)							
<b>Qty</b>		<b>548</b>	<b>sft at Rs</b>	<b>2197.52</b>	<b>p%</b>	<b>sft</b>	<b>Rs</b>	<b>12042</b>
14	Errection & filling in position of iron trusses stoping of water tank etc complete (GSI NO 3 P-91)							
<b>Qty</b>		<b>4.41</b>	<b>cwt at Rs</b>	<b>271.04</b>	<b>pcwt</b>	<b>sft</b>	<b>Rs</b>	<b>1195</b>
15	<b>Cement pointing struck joints on walls</b>							
<b>Qty</b>		<b>608</b>	<b>sft at Rs</b>	<b>1213.58</b>	<b>p%</b>	<b>sft</b>	<b>Rs</b>	<b>7379</b>
16	Pointing flush on stone work in cement mortar 1:3 (CSI.NO.20 P-53)							
<b>Qty</b>		<b>255.0</b>	<b>sft at Rs</b>	<b>1758.08</b>	<b>p%</b>	<b>sft</b>	<b>Rs</b>	<b>4483</b>
15	White washing two coats (CSI.NO.26 P-54) Ceiling							
<b>Qty</b>		<b>332.0</b>	<b>sft at Rs</b>	<b>425.84</b>	<b>p%</b>	<b>sft</b>	<b>Rs</b>	<b>1414</b>
16	White washing one coat (CSI.NO.25 P-54) Quantity same as Cement Plaster							
<b>Qty</b>		<b>548.00</b>	<b>sft at Rs</b>	<b>416.63</b>	<b>p%</b>	<b>sft</b>	<b>Rs</b>	<b>2283</b>
17	Colour washing two coat (CSI.NO.25 P-54) Quantity same as Cement Plaster							
<b>Qty</b>		<b>1156.00</b>	<b>sft at Rs</b>	<b>859.9</b>	<b>p%</b>	<b>sft</b>	<b>Rs</b>	<b>9940</b>
18	supplying and fixing in position iron steel girl (CSINo 26 p-93)							
<b>Qty</b>		<b>24.0</b>	<b>sft at Rs</b>	<b>180.5</b>		<b>psft</b>	<b>Rs</b>	<b>4332</b>
							<b>Total</b>	<b>347632</b>

P.E Rising main 10" dia

1	Dismantling and removing of Road metalling ( GSI No 51 P-No.13)	22500	P %Cft	605.00	136,125.00
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1	Excavation for pipe line including trenches pits tanks and reservoir in soft soil including trimming dressing to true alignment and shape leveling of bed of trenches to correct level and grade cutting jointing holes providing fence guards lights flags and temporary crossing for non vehicular traffic where ever required lift up to 5 ft (1.52 m) and lead up to one chain (30.5 m) (PHSI.No.1 P-60)	37500.0	P %0Cft	3,600.00	135,000.00
2	Providing Layng and fixing and trench ic fitting jointing and tesing etc complet and all respect the high density polythylene PE pipe (HDPE.100) for W/sconfirming iso 4427/Din 8074/8075 BS3580 & PSI 3051 (PHSI No F1 P.25) PN 8 280mm				
	For 10" dia PE Pipe	6000.0	P Rft	1,313.00	7,878,000.0
3	Supplying and Manufacturing MS mechanical flanged made out of M.S. Sheet 1/2" thick (Based on shedule item ) 10" dia	2.0	no	1,330.48	2,661.0
	Butt fusion joint (PHSI (M) NO P-)				
	10" Dia	12.0	each	1,800.00	21,600.0
	3" dia	1.0	each	600.00	600.0
4	Flanged Adopter(NSI)				
	10" Dia	2.0	each	7,425.00	14,850.0
	3" dia	1.0	each	675.00	675.0
3	Bend for PE pipe 90 degree for pipes (standard weight for ACIL (B) Class)				
	For 10" dia PE Pipe	4	Each	8,469.00	33,876.00
4	Equal Tee for PE pipe				
	Size 10" x 10" x 10"dia	2	Each	10,163.0	20,326.00
5	Reducers for PE pipes				
	Size 10" x 6"	2	Each	12,239.0	24,478.00
6	Supplying & Fixing C.I Sluice Valve heavy pattern test pressure (PHSI.NO.2 P-9)				
	For 10" dia	1	Each	27,690.0	27,690.00
7	Air Valve 10" dia	1	Each	4,000.00	4,000.00
8	P.E Tee 10"x3." (NSI)	1	Each	12,180.0	12,180.00
	Providing chamber 2 1/2' x 2 1/2' (750 x 750 mm) inside dimension 4 1/2' (1372mm) deep as per approved design for sluice valve 3" to 12" dia with 18"	2	Each	18,820.0	37,640.00

(457 mm) dia inside cast iron cover and frame (wt = 1 cwt 3 qr) fixed in RCC 1:2:4 (102mm) thick (with 5 lbs steel per cft) 9" (299 mm) brick masonry walls set in 1:6 cement mortar 6" (1152 mm) thick cement concrete 1:3:6in foundation 1" (25 mm) thick cement concrete 1:2:4 flooring 1/2" (12.5 mm) thick cement plaster 1:3 to all inside wall surface and to top i/c providing and fixing M.S foot rest at every one foot beyond 2 1/2 ft depth, curing, excavation, back filling and disposal of surplus earth etc complete. (PHSI No Q(1) P-49)

9	Refilling the excavated stuff in trenches 6" thick layers including watering ramming to full compaction etc complete.(PHSI.NO.24 P-77)	54000.0	P % cft	2,760.00	149,040.00
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### Pumping Machinery 7.5 BHP 5 sets and 30 BHP 2 sets

S No	Item Description	Qty	Unit	Rate	Amount
1	Supplying & Installing in position i/c transportation to site of work at Kashmore water supply scheme Electric Pumping set of 2900 R.P.M (Siemens) made 7.5 BHP type (1LA7 130-4AA 10) 3 Phase 50 cycles 400/420 volts coupled with centrifugal pump (K.S.B), Pump type (ETA 40-200) size 2"x 1 1/2" mounted on common steel frame on base plates KSB (Capable of Discharging 70 IG.P.M against the required head of 100 ft: i/c installing of pumping set on cement concrete foundation Ratio: 1:2:4 with M.S nuts and bolts of 5/8" to be embedded in cement concrete foundation and CC 1:4:8 with ballast motor control unit MCU/SD 7.50 HP 17A consist if circuit breaker magnetic contractor over load protection under/over voltage protection /phase failure protection /AM Meter with current transformer / volt meter with potential transformer automatic star delta change over switch control an power cables indicating lights and all these components are fixed in a metallic dust and smoke proof box KSB made i/c Providing internal Electric wiring from mains with (7/ 0.36) PVC insulated wire 600 volts grade in 25 mm (1") PVC conduit on surface as required i/c providing and fixing earthing set with 0.6 m x 0.6 mm (2'x2'x 1/4") G. I plate buried in the ground at depth 3.7 m (12ft) or less as per PWD/ PAK specifications and testing of pumping set against the required head, for 72 hours etc complete.(RA Attached)	5	Each	279,000	1,395,000.00

Supplying & Installing in position i/c transportation to site of work at Kashmore Electric Pumping set of AC Electric motor 30 BHP 3 Phase 50 cycle 400/420 voTS Of 1450 R.P.M made type (II A4-130-4AA-50) Coupled with KSB centrifugal Pump type KWPz (80-200)size 4"x 3" mounted on common steel frame on base plates (Capable of Discharge 500 gpm against the head of 140 ft: i/c installing of pumping set on cement concrete foundation Ratio: 1:2:4 and C.C Ratio (1:4:8)with ballast with M.S nuts and bolts of 5/8" to be embedded in C.C foundation i/c providing & fixing automatic start deltastarter Type (MCU) i/c providing & fixing prepared board iron (clad) triple pole and neutral switch fuse with requireble type fuse link carrier 500 volts and 0-50 ampars installed on metaled board i/c providing internal electric wiring for main switch with 3-7/0.88 (7/0.36) PVC insulated wire 660 volts grade in 25 mm (1") PVC conduit on surface as required i/c providing and fixing earthing with set with 0.6 m x 0.6 m (2'x2'x 1/2") G.I plate buried out in the ground at depth of 3.7 m (12ft) for bas plate & testing of the pumping set against the required head, for 72 hours etc complete (Market Rate).

2		2	Each	503,000	1,006,000.00
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**Total Rs    2,401,000.00**

**Interconnection for tube well**

S.No	Description	Qty	Unit	Rate	Amount
1	Providing G.I pipe specials and clamps etc including fixing cutting and fitting complete including the cost of breaking through walls and roof making good etc painting two coats after cleaning the pipe etc with white Zink paint with pigment to match the color of building and testing with a water to a pressure head of 200' and handling (RAA)	40.0	3" dia P Rft	360.40	14,416.00
2	Manufacturing and installing with welding MS flange 3" dia made out MS sheet 3/16" thick cutting drilling holes complete(RA) based on schedule rates.	50	3" dia Each	500.89	25,045.00
3	Foot valve heavy pattern with cone type gate (imported) (Sch of Mat Item No 4 P11) 3" dia	5	P Each	731.25	3,656.00
4	Supplying reflex valve heavy pattern (test pressure 21 kg/sq cm or 300 lbs/inch) (imported) (Sch of Mat Item No6 a P11) 3" dia	5	P Each	1,543.00	7,715.00
5	C.I Sluice valve heavy pattern (test pressure 21 kg/cm or 300 lbs inch sq) (imported) (Sch of Mat Item No6 a P10) 3" dia	5	P Each	4,290.00	21,450.00
6	Supplying C.I bend with flanged ends with holes including turning and facing of flanges of all sizes (SMI No.8 P-11) 3" dia	2.67	P cwt	6,096.00	16,276.00

7	Short piece ( SMI No 9 P15) 3" dia	1	P Each	375.00	375.00
8	Jointing CI / MS flanged pipes and specials flanged and inside a trench including supplying rubber packing of the required thickness nuts bolts with washers etc and other tools required for jointing and testing the joints to the specified pressure etc complete (PHSI No 1a P 35) 3" dia	50	3" dia P Joint	499.00	24,950.00
9	Butt fusion joint	50	P Each	600.00	30,000.00
	Flange adopter (NSI) 3"	50	P Each	675.00	33,750.00
10	CI Tapper flat bottomed or central tapered flanged and with hole 2"x3" i/c turning and facing of flange for all size (SMINO 9 P-11)5x2x20/112	2.67	P cwt	6,096.00	16,276.00
11	Providing Layng and fixing and trench ic fitting jointing and tesing etc complet and all respect the high density polythylene PE pipe (HDPE.100) for W/sconfirming iso 4427/Din 8074/8075 BS3580 & PSI 3051 (PHSI No F1 P.25) PN 8 280mm	205.00	ft	178.00	36,490.00
<b>Grand Total Rs.</b>					<b>230,399.0</b>

### E) uPVC Pipe Distribution System ,6" , 4" & 3" dia

S.No	Description	Qty	Unit	Rate	Amount
	Dismantling and removing of Road metalling ( GSI No 51 P-No.13)	58440	%cft	605	353,562.00
1	Excavation for pipe line including trenches pits tanks and reservoir in soft soil including trimming dressing to true alignment and shape leveling of bed of trenches to correct level and grade cutting jointing holes providing fence guards lights flags and temporary crossing for non vehicular traffic where ever required lift up to 5 ft (1.52 m) and lead up to one chain (30.5 m) (PHSI.No.1 P-60)	122880.0	P %0Cft	3,600.00	442,368.00
2	Providing Laying and fixing and trench ic fitting jointing and tesing etc complet and all respect the high density polythylene PE pipe (HDPE.100) for W/sconfirming iso 4427/Din 8074/8075 BS3580 & PSI 3051 (PHSI No F1 P.25) PN 8				
	For 6" dia	3000.0	P Rft	440.00	1,320,000.0
	For 4" dia	17700.0	P Rft	224.00	3,964,800.0
	For 3" dia	8520.0	P Rft	148.00	1,260,960.0

3	PVC Bend 90 degree for PVC pipes (standard weight for ACIL (B) Class) (SMI.NO.16 ii P-27)				
	For 6" dia 160 mm PE P.N 8	3.0	Each	2,132.00	6,396.00
	For 4" dia 110 mm PE P.N 8	6	Each	1,655.00	9,930.00
	For 3" dia 90 mm PE P.N 8	8	Each	1,118.00	8,944.00
4	Supplying and Manufacturing MS mechanical flanged made out of M.S. Sheet 1/2" thick (Based on shedule item )				
	6" dia	2.0	no	500.89	1,002.0
	4" dia	4	no	596.75	2,387.0
	Butt fusion joint (PHSI (M) NO P-)				
5	6" Dia	11.0	each	1,000.00	11,000.0
	4" dia	16.0	each	1,000.00	16,000.0
	3" dia	16.0	each	600.00	9,600.0
	Flanged Adopter(NSI)				
6	6" Dia	2.0	each	2,025.00	4,050.0
	4" dia	4.0	each	1,215.00	4,860.0
7	CI Tees for PE pipes (SMI.NO.18 P-26)				
	PE Tee PE P.N 8 6" dia	3	Each	4,175.00	12,525.00
8	PE Tees Equal for A.C pipes (SMI.NO.18(5) P-26)				
	PE Tee 4" dia	3	Each	1,986.00	5,958.00
	PE Tee 3" dia	3	Each	1,341.00	4,023.00
9	C.I Reducers for PVC pipes (SMI.NO.16(iv) P-29)				
	Size 4" x 3" PE P.N 8	2	Each	3,250.00	6,500.00
10	Supplying & Fixing C.I Sluice Valve heavy pattern test pressure (PHSI.NO.2 P-9)				
	For 4" dia	2	Each	5,460.00	10,920.00
	For 6" dia	1	Each	9,360.00	9,360.00
11	Jointing CI / MS flanged pipes and specials flanged and inside a trench including supplying rubber packing of the required thickness nuts bolts with washers etc and other tools required for jointing and testing the joints to the specified pressure etc complete (PHSI No 1a P 35)				

	For 4" dia	4	P Joint	513.00	2,052.00
	6" dia	2	P Joint	938.00	1,876.00
12	Stab end pipe PNO 8				
	For 4" dia	2	Each	1,618.00	3,236.00
13	Providing chamber 2 1/2' x 2 1/2' (750 x 750 mm) inside dimension 4 1/2' (1372mm) deep as per approved design for sluice valve 3" to 12" dia with 18" (457 mm) dia inside cast iron cover and frame (wt = 1 cwt 3 qr) fixed in RCC 1:2:4 (102mm) thick (with 5 lbs steel per cft) 9" (299 mm) brick masonry walls set in 1:6 cement mortar 6" (1152 mm) thick cement concrete 1:3:6in foundation 1" (25 mm) thick cement concrete 1:2:4 flooring 1/2" (12.5 mm) thick cement plaster 1:3 to all inside wall surface and to top i/c providing and fixing M.S foot rest at every one foot beyond 2 1/2 ft depth, curing, excavation, back filling and disposal of surplus earth etc complete. (PHSI No Q(1) P-49)	3	Each	18,820.0	56,460.00
14	Refilling the excavated stuff in trenches 6" thick layers including watering ramming to full compaction etc complete.(PHSI.NO.24 P-77)	163188.0	P %o cft	2,760.00	450,399.00
<b>Grand Total Rs.</b>					<b>7,979,168.0</b>
<b>INTER CONNECTION OF PUMPING MACHINERY 30 BHP</b>					

**S.No Description No L B D Qty Amount**

Providing Laying and fixing and trench ic fitting jointing and tesing etc complet and all respect the high density polythylene PE pipe (HDPE.100) for W/sconfirming iso 4427/Din 8074/8075 BS3580 & PSI 3051 (PHSI No F1 P.25) PN 10

suction 4" dia vertical

**Qty 60 at Rs 268.0 pft Rs 16080**

Delivery 6" dia vertical 1 x 18 18

**Qty 18 at Rs 530.0 pft Rs 9540**

3 Supplying reflex valve heavy pattern (test pressure 21 kg/sq cm or 300 lbs/inch) (imported) (SMI.No.6 P-10) 6" dia

**Qty 2 at Rs 4062.5 each Rs 8125.00**

4	C.I Sluice valve heavy pattern (test pressure 21 kg/cm or 300 lbs inch sq) (imported) (SMI.NO.2 P-9) 6" dia					
<b>Qty</b>		<b>2</b>	<b>at Rs</b>	<b>9360.0</b>	<b>each</b>	<b>Rs 18720.00</b>
5	Butt fussion joint					
	<b>6" dia</b>					
<b>Qty</b>		<b>10</b>	<b>at Rs</b>	<b>1000.0</b>	<b>pft</b>	<b>Rs 10000.00</b>
	<b>4" dia</b>					
<b>Qty</b>		<b>8</b>	<b>at Rs</b>	<b>1000.0</b>	<b>pft</b>	<b>Rs 8000.00</b>
6	Supplying C.I bend with flanged ends with holes including turning and facing of flanges of all sizes (SMI No.8 P-11) 6" dia Weight of CI flanged bend = 40.95 £s (PHSI No Bends P 57) Rate in cwt					
<b>Qty</b>		<b>1.02</b>	<b>at Rs</b>	<b>6096.0</b>	<b>pcwt</b>	<b>Rs 6218</b>
6	C.I Tee flanged ends with holes including turning and facing of tee 6"x6"x6" (SMI.No.8 P-11) Weight of CI flanged Tee = 52.50 £s (PHSI No Tees P 58) Rate in cwt					
<b>Qty</b>		<b>0.71</b>	<b>at Rs</b>	<b>6096.0</b>	<b>pcwt</b>	<b>Rs 4328</b>
7	<b>Flane Adopter (NSI) 6" Dia</b>					
<b>Qty</b>		<b>10.00</b>	<b>at Rs</b>	<b>2025.0</b>	<b>each</b>	<b>Rs 20250</b>
	<b>4" dia</b>					
<b>Qty</b>		<b>8.00</b>	<b>at Rs</b>	<b>1215.0</b>	<b>each</b>	<b>Rs 9720</b>
	CI Foot valve heavy pattern 4" dia					
<b>Qty</b>		<b>2.00</b>	<b>at Rs</b>	<b>893.8</b>	<b>pcwt</b>	<b>Rs 1788</b>
7	C.I taper flat botomed or central tapered flanged end with holes including turning and facing of flanges for all size (SMI.No.9 P-11) Weight of CI flanged taper 6" x 3" = 29.40 £s (PHSI No Reducers P 60) Rate in cwt					
				<b>(4x5"x6")</b>	<b>&amp;</b>	<b>(4x4"x6")</b>

Qty	0.71	at Rs	6096.0	pcwt	Rs	4328
8	Jointing CI / MS flanged pipes and specials flanged and inside a trench including supplying rubber packing of the required thickness nuts bolts with washers etc and other tools required for jointing and testing the joints to the specified pressure etc complete (PHSI No 1d P 40) 6" dia					
Qty	10	at Rs	938.0	each	Rs	9380.00
	4' dia					
Qty	8	at Rs	513.0	each	Rs	4104.00
	providing fixing MS Pipe 3/16" thich 4" dia					
Qty	16	at Rs	506.60	ft	Rs	8106
	providing fixing MS flange 6" dia 3/8" thick					
Qty	10	at Rs	804.77	ft	Rs	8048
	4" dia 3/8" 8 nos	at Rs	596.75	ft	Rs	4774
				<b>Gran total</b>	Rs	<b>151509</b>

construction of water supply scheme Kashmore town  
**SCHEDULE B**

**GENERAL ABSTRACT**

S. NO	Name of sub work	AMOUNT
1	Tube Wells 5 No	762135.00
2	Pump House 12x14 5 No	1254137.00
3	Clear water tank 30' dia	1745433.00
4	Pump House 16x14 1 No	347632.00
5	P.E Rising main 10" dia	8498741.00
6	Pumping Machinery 7.5 BHP 5 set and 2 sets 25 BHP	2401000.00
7	Inter Connection tube well	230399.00
8	UPVC Pipe Distribution System 6" 4" & 3" Dia	7979168.00

9	<b>Inter Connection at clear water tank</b>	<b>151509.00</b>
<b>Total Rs</b>		<b>23370154.00</b>

### **Conditions**

- 1 The Work Shall have to be executed according to the PWD/PHE Specifications.
- 2 No premium on non schedule Items shall be paid to the contractor.
- 3 Any error & omission and description of Item of work will be governed with relevant Schedule of Rates
- 4 The Contractor shall have to bring the material to be used in the work from the quarries as mentioned in the estimate.

Contractor

(Sabir Ali Shaikh)  
Executive Engineer  
Public Health Engg: Division  
Kashmore @ Kandhkot

**STANDARD FORM OF BIDDING DOCUMENT  
FOR  
PROCUREMENT OF WORKS**

**(For Contracts (Small) amounting between Rs.2.5 million to Rs.50 million)**

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**INSTRUCTIONS TO PROCURING AGENCIES**

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**INSTRUCTIONS TO PROCURING AGENCIES**

**(Not to be included in Bidding Documents)**

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

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

**B. Contents of Documents As stated in Clause IB.4 of Instructions to Bidders, the complete Bidding Documents in addition to Invitation for Bids shall comprise items listed therein including any addendum to Bidding Documents issued in accordance with IB.6. The Standard Form of Bidding Documents (for Small Contracts) includes the following: 1. Instructions to Bidders & Bidding Data 2. Form of Bid & Schedules to Bid 3. Conditions of Contract & Contract Data 4. Standard Forms 5. Specifications 6. Drawings, if any In addition, Instructions to procuring agencies are also provided at various locations of this document within parenthesis or as a Note(s). Procuring agencies are expected to edit or finalise this document accordingly, by filling in all the relevant blank spaces and forms as per the scope of the work, deleting all notes and instructions intended to help the bidders. The procuring agency is required to prepare the following for completion of the Bidding Documents: (i) Invitation for Bids**

**Sindh Public Procurement Regulatory Authority | [www.pprasindh.gov.pk](http://www.pprasindh.gov.pk) (ii) Bidding Data (iii) Schedules to Bid (Samples) (iv) Schedule of Prices (Format) (v) Contract Data (vi) Specifications (vii)**

**Drawings, if any The Procuring agency's attention is drawn to the following while finalizing the Bidding Documents.**

**C. Notice Inviting Tender/ Invitation for Bids/ Request for Expression of Interest The –Notice Inviting Tender|| is meant for publication of tenders for calling bids in the newspapers and SPPRA Website. The blank spaces wherever shown are required to be filled by the Procuring Agency before issuance of Bidding Documents. The Procuring Agency may modify para 1 of Notice Inviting Tender as per its requirements. The notice should be published so as to give the interested bidders sufficient working period for preparation and submission of bids – not less than 15 days for National Competitive Bidding and 45 days for International Competitive Bidding (SPP Rule 18). 1. The eligible bidders are defined in IB.2; the text can be amended by the Procuring Agency as deemed appropriate.**

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

**D. Instructions to Bidders** These Instructions to Bidders will not be part of Contract and will cease to have effect once the Contract is signed along with Bidding Data. The Instructions to Bidders can be used as given. Procuring agency may have to make changes under Bidding Data. The Procuring Agency's or Engineer's Representative, if any, shall exercise powers of the Engineer/Procuring Agency under and in connection with Clauses IB.5, IB.6, IB.16, etc. In

Sindh Public Procurement Regulatory Authority | [www.pprasindh.gov.pk](http://www.pprasindh.gov.pk) case an Engineer has been appointed by the Procuring Agency, the aforesaid clauses may be modified accordingly to specify the role of the Engineer by the Procuring Agency, otherwise the Engineer's reference wherever exist, except Sub-Clause 1.1.20 & Clause 15 of Conditions of Contract and Item 1.1.20 of Contract Data, shall be deleted.

**E. Bidding Data** The blank spaces wherever shown in Bidding Data are required to be filled by the Engineer/Procuring Agency before issuance of Bidding Documents. 1. Contents of IB.10.3 may be retained or modified by the Procuring Agency. 2. Procuring Agency should insert required experience in IB.11.2. 3. Referring to IB.14.1, the period of bid validity may range from 30 to 90 days depending upon the size and nature of the works. Number of days shall be filled in as per Procuring Agency's requirements. 4. Contents of IB.16.3 to IB.16.8 may be retained or modified by the Procuring Agency in accordance with its requirements.

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

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

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

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

Sindh Public Procurement Regulatory Authority | [www.pprasindh.gov.pk](http://www.pprasindh.gov.pk) 3. The sum insured for different insurances including minimum amount of third party insurance should be assessed by the Engineer/Procuring Agency and entered in Contract Data. Such insurance cover shall be carried out with Insurance Company having at least AA rating from PACRA / JCR

in the favour of the procuring agency. 4. The time for completion of the whole of the works should be assessed by the Engineer/Procuring Agency and entered in the Contract Data. 5. The Conditions of Contract contain no overall limit on the Contractor's liability. The amount of liquidated damages per day of delay shall be entered by the Engineer/Procuring Agency in Contract Data. Usually the liquidated damages are set between 0.05 percent and 0.10 percent per day and the maximum limit as 10 percent of contract price stated in the Letter of Acceptance. 6. Any amendment and/or additions to the Conditions of the Contract that are specific to a given Bid/Contract should be included by the Procuring agency. This may include but not be limited to the provisions regarding the following: a) Terms of Payment should be prepared and incorporated in Contract Data by the Engineer/Procuring Agency. b) The Engineer/Procuring Agency to make sure that all taxes and duties are included by the Bidders/Contractors in their prices.

I. Specifications To be prepared and incorporated by the Engineer/Procuring Agency

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

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**INVITATION FOR BIDS**

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**INVITATION FOR BIDS**

**Date:** \_\_\_\_\_

**Bid Reference No.:** \_\_\_\_\_ **1. The Procuring Agency, \_\_\_\_\_** [*enter name of the procuring agency*], invites sealed bids from interested firms or persons licensed by the Pakistan Engineering Council in the *appropriate category( not required for works costing Rs 2.5 million or less) and/or duly pre-qualified(if pre-qualification is done for specific scheme/project)* with the Procuring Agency for the Works, \_\_\_\_\_ [*enter title, type and financial volume of work*], which will be completed in \_\_\_\_\_ [*enter appropriate time period*] days. **2. A complete set of Bidding Documents may be purchased by an interested eligible bidder on submission of a written application to the office given below and upon payment of a non-refundable fee of Rupees \_\_\_\_\_ (Insert Amount). Bidders may acquire the Bidding Documents from the Office of the Procuring Agency, at \_\_\_\_\_ (Mailing Address). 3. All bids must be accompanied by a Bid Security in the amount of Rs. \_\_\_\_\_ (Rupees**

\_\_\_\_\_ ) or \_\_\_\_\_ percentage of bid price in the form of (*pay order / demand draft / bank guarantee*) and must be delivered to \_\_\_\_\_ (*Indicate Address and Exact Location*) at or before \_\_\_\_\_ hours, on \_\_\_\_\_ (Date). Bids will be opened at \_\_\_\_\_ hours on the same day in the presence of bidders' representatives who choose to attend, at the same address [*indicate the address if it differs*]. [Note: 1. *Procuring Agency to enter the requisite information in blank spaces.* 2. *The bid shall be opened within one hour after the deadline for submission of bids.*]

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## **INSTRUCTIONS**

### **TO BIDDERS**

**&**

### **BIDDING DATA**

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

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

## ***Contract and/or Contract Data.***

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

**A. GENERAL**

**IB.1 Scope of Bid & Source of Funds**

**1.1 Scope of Bid** The Procuring Agency as defined in the Bidding Data (hereinafter called –the Procuring Agency||) wishes to receive Bids for the Works summarized in the Bidding Data (hereinafter referred to as –the Works||). Bidders must quote for the complete scope of work. Any Bid covering partial scope of work will be rejected as non-responsive.

**1.2 Source of Funds** The Procuring Agency has arranged funds from its own sources or *Federal/ Provincial*

*/Donor agency or any other source, which may be indicated accordingly in bidding data towards the cost of the project/scheme.*

**IB.2 Eligible Bidders 2.1 Bidding is open to all firms and persons meeting the following requirements: a) duly licensed by the Pakistan Engineering Council (PEC) in the appropriate category for value of works. Provided that the works costing Rs. 2.5 million or less shall not require any registration with PEC . b) duly pre-qualified with the Procuring Agency. (*Where required*). In the event that prequalification of potential bidders has been undertaken, only bids from prequalified bidders will be considered for award of Contract. c) if prequalification has not undertaken , the procuring agency may ask information and documents not limited to following:- (i) company profile; (ii) works of similar nature and size for each performed in last 3/5 years; (iii) construction equipments; (iv) qualification and experience of technical personnel and key site management;**

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**IB.3 Cost of Bidding 3.1 The bidder shall bear all costs associated with the preparation and submission of its bid and the Procuring Agency will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process (SPP Rules 24 & 25).**

## **B. BIDDING DOCUMENTS**

**IB.4 Contents of Bidding Documents 4.1 In addition to Invitation for Bids, the Bidding**

**Documents are those stated below, and should be read in conjunction with any Addendum issued in accordance with Sub-Clause IB.6.1. 1. Instructions to Bidders & Bidding Data 2. Form of Bid, Qualification Information & Schedules to Bid Schedules to Bid comprise the following: (i) Schedule A: Schedule of Prices/ Bill of Quantities (BoQ). (ii) Schedule B: Specific Works Data (iii) Schedule C: Works to be Performed by Subcontractors (iv) Schedule D: Proposed Programme of Works (v) Schedule E: Method of Performing Works (vi) Schedule F: Integrity Pact (works costing Rs 10 million and above) 3. Conditions of Contract & Contract Data 4. Standard Forms: (i) Form of Bid Security, (ii) Form of Performance Security; (iii) Form of Contract Agreement; (iv) Form of Bank Guarantee for Advance Payment. 5. Specifications 6. Drawings, if any**

**IB.5 Clarification of Bidding Documents 5.1 A prospective bidder requiring any clarification(s) in respect of the Bidding Documents may notify the Engineer/Procuring Agency at the Engineer's/ Procuring Agency's address indicated in the Bidding Data. 5.2 An interested bidder, who has obtained bidding documents, may request for clarification**

**Sindh Public Procurement Regulatory Authority | [www.pprasindh.gov.pk](http://www.pprasindh.gov.pk) of contents of bidding documents in writing and procuring agency shall respond to such queries in writing within three calendar days, provided they are received at least five calendar days prior to the date of opening of bid (SPP Rule 23-1).**

**; I**

**B.6 Amendment of Bidding Documents (SPP Rules 22(2) & 22). 6.1 At any time prior to**

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

### **C. PREPARATION OF BIDS**

**IB.7 Language of Bid 7.1 All documents relating to the Bid shall be in the language specified in the Contract Data.**

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

**IB.9 Sufficiency of Bid 9.1 Each bidder shall satisfy himself before Bidding as to the correctness and sufficiency of his Bid and of the premium on the rates of CSR / rates and**

**prices quoted/entered in the Schedule of Prices, which rates and prices shall except in so far as it is otherwise expressly provided in the Contract, cover all his obligations under the Contract and all matters and things necessary for the proper completion of the works.**

**Sindh Public Procurement Regulatory Authority | [www.pprasindh.gov.pk](http://www.pprasindh.gov.pk) 9.2 The bidder is advised to obtain for himself at his own cost and responsibility all information that may be necessary for preparing the bid and entering into a Contract for execution of the Works.**

**IB.10 Bid Prices, Currency of Bid and Payment 10.1 The bidder shall fill up the Schedule of Prices (Schedule A to Bid) indicating the percentage above or below the Composite Schedule of Rates/unit rates and prices of the Works to be performed under the Contract. Prices in the Schedule of Prices/Bill of Quantities shall be quoted entirely in Pak Rupees keeping in view the instructions contained in the Preamble to Schedule of Prices. 10.2 Unless otherwise stipulated in the Conditions of Contract, prices quoted by the bidder shall remain fixed during the bidder's performance of the Contract and not subject to variation on any account. 10.3 The unit rates and prices in the Schedule of Prices or percentage above or below on the composite schedule of rates shall be quoted by the bidder in the currency as stipulated in Bidding Data. 10.4 Items for which no rate or price is entered by the Bidder will not be paid for by the Procuring Agency when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities.**

**IB.11 Documents Establishing Bidder's Eligibility and Qualifications 11.1 Pursuant to**

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

**IB.12 Documents Establishing Works' Conformity to Bidding Documents 12.1 The documentary evidence of the Works' conformity to the Bidding Documents may be in the form of literature, drawings and data and the bidder shall furnish documentation as set out in Bidding Data. 12.2 The bidder shall note that standards for workmanship, material and equipment, and references to brand names or catalogue numbers, if any, designated by the Procuring Agency in the Technical Provisions are intended to be descriptive only and not restrictive.**

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**IB.13 Bid Security 13.1 Each bidder shall furnish, as part of his bid, at the option of the bidder, a Bid Security as percentage of bid price/estimated cost or in the amount stipulated in Bidding Data in Pak. Rupees in the form of *Deposit at Call/ Payee's Order or a Bank Guarantee* issued by a Scheduled Bank in Pakistan in favour of the Procuring Agency valid for a period up to twenty eight (28) days beyond the bid validity date (*Bid security should not be below***

***1%.and not exceeding 5% of bid price/estimated cost SPP Rule 37*). 13.2 Any bid not accompanied by an acceptable Bid Security shall be rejected by the Procuring Agency as**

non-responsive. 13.3 The bid securities of unsuccessful bidders will be returned upon award of contract to the successful bidder or on the expiry of validity of Bid Security whichever is earlier. 13.4 The Bid Security of the successful bidder will be returned when the bidder has furnished the required Performance Security, and signed the Contract Agreement (SPP Rule 37). 13.5 The Bid Security may be forfeited: (a) if a bidder withdraws his bid during the period of bid validity; or (b) if a bidder does not accept the correction of his Bid Price, pursuant to Sub-Clause 16.4 (b) hereof; or (c) in the case of a successful bidder, if he fails within the specified time limit to: (i) furnish the required Performance Security or (ii) sign the Contract Agreement.

**IB.14 Validity of Bids, Format, Signing and Submission of Bid** 14.1 Bids shall remain valid for the period stipulated in the Bidding Data after the date of bid opening. 14.2 In exceptional circumstances, Procuring Agency may request the bidders to extend the period of validity for a additional period but not exceeding 1/3 of the original period. The request and the bidders' responses shall be made in writing or by cable. A Bidder may refuse the request without forfeiting the Bid Security. A Bidder agreeing to the request will not be required or permitted to otherwise modify the Bid, but will be required to extend the validity of Bid Security for the period of the extension, and in compliance with IB.13 in all respects (SPP Rule 38). 14.3 All Schedules to Bid are to be properly completed and signed. 14.4 No alteration is to be made in the Form of Bid except in filling up the blanks as directed. If any alteration be made or if these instructions be not fully complied with, the bid may be rejected.

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

#### **D. SUBMISSION OF BID**

**IB.15 Deadline for Submission, Modification & Withdrawal of Bids 15.1 Bids must be received by the Procuring Agency at the address/provided in Bidding Data not later than the time and date stipulated therein. 15.2 The inner and outer envelopes shall (a) be addressed to the Procuring Agency at the address provided in the Bidding Data; (b) bear the name and identification number of the Contract as defined in the Bidding and Contract Data; and (c) provide a warning not to open before the specified time and date for Bid opening as defined in the Bidding Data. (d) in addition to the identification required in 15.2, the inner envelopes shall indicate the name and address of the Bidder to enable the Bid to be returned unopened in case it is declared late. (e) If the outer**

**envelope is not sealed and marked as above, the Procuring Agency will assume no responsibility for the misplacement or premature opening of the Bid. 15.3 Bids submitted through telegraph, telex, fax or e-mail shall not be considered. 15.4 Any bid received by the Procuring Agency after the deadline for submission prescribed in Bidding Data will be returned unopened to such bidder. 15.5 Any bidder may modify or withdraw his bid after bid submission provided that the modification or written notice of withdrawal is received by the Procuring Agency prior to the deadline for submission of bids. 15.6 Withdrawal of a bid during the interval between the deadline for submission of bids and the expiration of the period of bid validity specified in the Form of Bid may result in forfeiture of the Bid Security pursuant to IB.13.5 (a).**

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## **E. BID OPENING AND EVALUATION**

**IB.16 Bid Opening, Clarification and Evaluation (SPP Rules 41, 42 & 43) 16.1 The Procuring Agency will open the bids, in the presence of bidders' representatives who choose to attend, at the time, date and in the place specified in the Bidding Data. 16.2 The bidder's name, Bid Prices, any discount, the presence or absence of Bid Security, and such other details as the Procuring Agency at its discretion may consider appropriate, will be announced by the Procuring Agency at the bid opening. The Procuring Agency will record the minutes of the bid opening. Representatives of the bidders who choose to attend shall sign the attendance sheet. Any Bid Price or discount which is not read out and recorded at bid opening will not be taken into account in the**

evaluation of bid. 16.3 To assist in the examination, evaluation and comparison of Bids the Engineer/Procuring Agency may, at its discretion, ask the bidder for a clarification of its Bid. The request for clarification and the response shall be in writing and no change in the price or substance of the Bid shall be sought, offered or permitted (SPP Rule 43). 16.4 (a) Prior to the detailed evaluation, pursuant to IB.16.7 to 16.9, the Engineer/Procuring Agency will determine the substantial responsiveness of each bid to the Bidding Documents. For purpose of these instructions, a substantially responsive bid is one which conforms to all the terms and conditions of the Bidding Documents without material deviations. It will include determining the requirements listed in Bidding Data. (b) Arithmetical errors will be rectified on the following basis: If there is a discrepancy between the unit price and total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between the words and figures the amount in words shall prevail. If there is a discrepancy between the Total Bid price entered in Form of Bid and the total shown in Schedule of Prices-Summary, the amount stated in the Form of Bid will be corrected by the Procuring Agency in accordance with the Corrected Schedule of Prices. If the bidder does not accept the corrected amount of Bid, his Bid will be rejected and his Bid Security forfeited. 16.5 A Bid determined as substantially non-responsive will be rejected and will not subsequently be made responsive by the bidder by correction of the non-conformity. 16.6 Any minor informality or non-conformity or irregularity in a Bid which does not constitute a material deviation (major deviation)

**may be waived by Procuring Agency,**

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

**(B) Minor Deviations Bids that offer deviations acceptable to the Procuring Agency and which can be assigned a monetary value may be considered substantially responsive at least as to the issue of fairness. This value would however be added as an adjustment for evaluation purposes only during the detailed evaluation process. 16.7 The Engineer/Procuring Agency will evaluate and compare only the bids previously determined to be substantially responsive pursuant to IB.16.4 to 16.6 as per**

requirements given hereunder. Bids will be evaluated for complete scope of works. The prices will be compared on the basis of the Evaluated Bid Price pursuant to IB.16.8 herein below.

**Technical Evaluation:** It will be examined in detail whether the works offered by the bidder complies with the Technical Provisions of the Bidding Documents. For this purpose, the bidder's data submitted with the bid in Schedule B to Bid will be compared with technical features/criteria of the works detailed in the Technical Provisions. Other technical information submitted with the bid regarding the Scope of Work will also be reviewed. **16.8 Evaluated Bid Price** In evaluating the bids, the Engineer/Procuring Agency will determine for each bid in addition to the Bid Price, the following factors (adjustments) in the manner and to the extent indicated below to determine the Evaluated Bid Price: (i) making any correction for arithmetic errors pursuant to IB.16.4 hereof.

Sindh Public Procurement Regulatory Authority | [www.pprasindh.gov.pk](http://www.pprasindh.gov.pk) (ii) discount, if any, offered by the bidders as also read out and recorded at the time of bid opening. (iii) excluding provisional sums and the provisions for contingencies in the Bill of Quantities if any, but including Day work, where priced competitively.

**IB.17 Process to be Confidential** 17.1 Subject to IB.16.3 heretofore, no bidder shall contact Engineer/Procuring Agency on any matter relating to its Bid from the time of the Bid opening to the time the bid evaluation result is announced by the Procuring Agency. The evaluation result shall be announced at least seven (07) days prior to

award of Contract (SPP Rule 45). The announcement to all bidders will include table(s) comprising read out prices, discounted prices, price adjustments made, final evaluated prices and recommendations against all the bids evaluated. 17.2 Any effort by a bidder to influence Engineer/Procuring Agency in the Bid evaluation, Bid comparison or Contract Award decisions may result in the rejection of his Bid. Whereas any bidder feeling aggrieved, may lodge a written complaint to Complaint Redressal Committee as per terms and conditions mentioned in SPP Rules 31 & 32. However, mere fact of lodging a complaint shall not warrant suspension of procurement process. 17.3 Bidders may be excluded if involved in “Corrupt and Fraudulent Practices” means either one or any combination of the practices given below SPP Rule 2(q); (i) —Coercive Practice|| means any impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence the actions of a party to achieve a wrongful gain or to cause a wrongful loss to another party; (ii) —Collusive Practice|| means any arrangement between two or more parties to the procurement process or contract execution, designed to achieve with or without the knowledge of the procuring agency to establish prices at artificial, noncompetitive levels for any wrongful gain; (iii) “Corrupt Practice” means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful gain; (iv) —Fraudulent Practice” means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation; (v) “Obstructive

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

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## **F. AWARD OF CONTRACT**

**IB.18. Post Qualification 18.1 The Procuring Agency, at any stage of the bid evaluation, having credible reasons for or *prima facie* evidence of any defect in contractor’s capacities, may require the contractors to provide information concerning their professional, technical, financial, legal or managerial competence whether already pre-qualified or not: Provided, that such qualification shall only be laid down after recording reasons therefore in writing. They shall form part of the records of that bid evaluation report. 18.2 The determination will take into account the bidder’s financial and technical capabilities. It will be based upon an examination of the documentary evidence of the bidders’ qualifications submitted under B.11, as well as such other information required in the Bidding Documents.**

**IB.19 Award Criteria & Procuring Agency's Right** 19.1 Subject to IB.19.2, the Procuring Agency will award the Contract to the bidder whose bid has been determined to be substantially responsive to the Bidding Documents and who has offered the lowest evaluated Bid Price, provided that such bidder has been determined to be qualified to satisfactorily perform the Contract in accordance with the provisions of the IB.18. 19.2 Notwithstanding IB.19.1, the Procuring Agency reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of Contract, without thereby incurring any liability to the affected bidders or any obligation to inform the affected bidders of the grounds for the Procuring Agency's action except that the grounds for its rejection of all bids shall upon request be communicated, to any bidder who submitted a bid, without justification of the grounds. Notice of the rejection of all the bids shall be given promptly to all the bidders (SPP Rule 25).

**IB.20 Notification of Award & Signing of Contract Agreement** 20.1 Prior to expiration of the period of bid validity prescribed by the Procuring Agency, the Procuring Agency will notify the successful bidder in writing (—Letter of Acceptance||) that his bid has been accepted (SPP Rule 49). 20.2 Within seven (07) days from the date of furnishing of acceptable Performance Security under the Conditions of Contract, the Procuring Agency will send the successful bidder the Form of Contract Agreement provided in the Bidding Documents, incorporating all agreements between the parties. 20.3 The formal Agreement between the Procuring Agency and the successful bidder duly stamped at

**rate of ----% of bid price(updated from time to time) stated in Letter of Acceptance shall be executed within seven (07) days of the receipt of Form of Contract Agreement by the successful bidder from the Procuring Agency.**

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**IB.21 Performance Security 21.1 The successful bidder shall furnish to the Procuring Agency a Performance Security in the form and the amount stipulated in the Conditions of Contract within a period of fourteen (14) days after the receipt of Letter of Acceptance (SPP 39). 21.2 Failure of the successful bidder to comply with the requirements of Sub-Clauses IB.20.2 & 20.3 or 21.1 or Clause IB.22 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security.**

**21.3 Publication of Award of Contract: within seven days of the award of contract, the procuring shall publish on the website of the authority and on its own website, if such a website exists, the results of the bidding process, identifying the bid through procurement identifying Number if any**

**and the following information:**

- (1) Evaluation Report;**
- (2) Form of Contract and letter of Award;**
- (3) Bill of Quantities or Schedule of Requirements. (SPP Rule 50)**

**IB.22 Integrity Pact The Bidder shall sign and stamp the Form of Integrity Pact provided**

**at Schedule-F to Bid in the Bidding Document for all Sindh Government procurement contracts exceeding Rupees ten (10) million. Failure to provide such Integrity Pact shall make the bid nonresponsive (SPP Rule 89).**

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

**Instructions to Bidders**

**Clause Reference 1.1 Name of Procuring Agency**

\_\_\_\_\_ *(Insert name of the Procuring Agency)*

**Brief Description of Works** \_\_\_\_\_

\_\_\_\_\_ **5.1 (a) Procuring Agency's address:**

\_\_\_\_\_ *(Insert address of the Procuring Agency with telex/fax)* **(b) Engineer's address:**

\_\_\_\_\_ *(Insert name and address of the Engineer, if any, with telex/fax.)* **10.3 Bid shall be quoted entirely in Pak. Rupees. The payment shall be made in Pak. Rupees. 11.2 The bidder has the financial, technical and constructional capability necessary to perform the Contract**

as follows: *(Insert required capabilities and documents)*

**i. Financial capacity:** *(must have turnover of Rs-----Million);*

**ii. Technical capacity:***(mention the appropriate category of registration with PEC and qualification and experience of the staff);*

**iii. Construction Capacity:** *(mention the names and number of equipments required for the work).*

Sindh Public Procurement Regulatory Authority | [www.pprasindh.gov.pk](http://www.pprasindh.gov.pk)      **12.1 (a) A detailed description of the Works, essential technical and performance characteristics. (b) Complete set of technical information, description data, literature and drawings as required in accordance with Schedule B to Bid, Specific Works Data. This will include but not be limited to a sufficient number of drawings, photographs, catalogues, illustrations and such other information as is necessary to illustrate clearly the significant characteristics such as general construction dimensions and other relevant information about the works to be performed. 13.1 Amount of Bid Security**

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*(Fill in lump sum amount or in % age of bid amount /estimated cost, but not below 1% and not exceeding 5%)* **14.1 Period of Bid Validity**

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*(Fill in "number of days" not exceeding 90)* 14.4 Number of Copies of the Bid to be submitted: One original plus \_\_\_\_\_ copies. 14.6 (a) Procuring Agency's Address for the Purpose of Bid Submission \_\_\_\_\_

*(insert postal address or location of bid box for delivery by hand)* 15.1 Deadline for Submission of Bids Time: \_\_\_\_\_ AM/PM on \_\_\_\_\_. 16.1 Venue, Time, and Date of Bid Opening Venue: \_\_\_\_\_ Time: \_\_\_\_\_ Date: \_\_\_\_\_ 16.4 Responsiveness of Bids (i) Bid is valid till required period,

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

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**FORM OF BID AND SCHEDULES TO BID**

**FORM OF BID (LETTER OF OFFER) Bid Reference No. \_\_\_\_\_**

\_\_\_\_\_  
**(Name of Works) To: \_\_\_\_\_**

\_\_\_\_\_ **Gentlemen, 1. Having examined the Bidding Documents including Instructions to Bidders, Bidding Data, Conditions of Contract, Contract Data, Specifications, Drawings, if any, Schedule of Prices and Addenda Nos.**

\_\_\_\_\_ **for the execution of the above-named works, we, the undersigned, being a company doing business under the name of and address**

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

fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiration of that period. 6. Unless and until a formal Agreement is prepared and executed, this Bid, together with your written acceptance thereof, shall constitute a binding contract between us. 7. We undertake, if our Bid is accepted, to execute the Performance Security

Sindh Public Procurement Regulatory Authority | [www.pprasindh.gov.pk](http://www.pprasindh.gov.pk) referred to in Conditions of Contract for the due performance of the Contract. 8. We understand that you are not bound to accept the lowest or any bid you may receive. 9. We do hereby declare that the Bid is made without any collusion, comparison of figures or arrangement with any other person or persons making a bid for the Works. Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20 Signature \_\_\_\_\_ in the capacity of \_\_\_\_\_ duly authorized to sign bid for and on behalf of \_\_\_\_\_

*(Name of Bidder in Block Capitals)*

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ Witness:

(Signature) \_\_\_\_\_

Name: \_\_\_\_\_ Address:

\_\_\_\_\_  
\_\_\_\_\_

## [SCHEDULES TO BID INCLUDE THE FOLLOWING:

- Σχηδουλε Α το Βιδ: Σχηδουλε οφ Πριχες
- Σχηδουλε Β το Βιδ: Σπεχιφιχ Ωορκσ Δατα
- Σχηδουλε Χ το Βιδ: Ωορκσ το βε Περφορμεδ βψ Συβχοντραχτορσ
- Σχηδουλε Δ το Βιδ: Προποσεδ Προγραμ οφ Ωορκσ
- Σχηδουλε Ε το Βιδ: Μετηοδ οφ Περφορμινγ Ωορκσ
- Σχηδουλε Φ το Βιδ: Ιντεγριτυ Παχτ]

Σινδη Πυβλιχ Προχυρεμεντ Ρεγυλατορψ Αυτηοριτυ | ωωω.ππρασινδη.γωω.πκ

## ΣΧΗΕΔΥΛΕ – A TO BID

### SCHEDULE OF PRICES

Sr. No. Page No. 1. Preamble to Schedule of Prices..... 24 2. Schedule of Prices..... 26 \*(a) Summary of Bid Prices \* (b) Detailed Schedule of Prices /Bill of Quantities (BOQ) \* *[To be prepared by the Engineer/Procuring Agency]*

### SCHEDULE - A TO BID

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### PREAMBLE TO SCHEDULE OF PRICES

- 1. General**
  - 1.1** The Schedule of Prices shall be read in conjunction with the Conditions of Contract, Contract Data together with the Specifications and Drawings, if any.
  - 1.2** The Contract shall be for the whole of the works as described in these Bidding Documents. Bids must be for the complete scope of works.
- 2. Description**
  - 2.1** The general directions and descriptions of works and materials are

not necessarily repeated nor summarized in the Schedule of Prices. References to the relevant sections of the Bidding Documents shall be made before entering prices against each item in the Schedule of Prices.

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

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

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

#### **SCHEDULE - A TO BID**

Sindh Public Procurement Regulatory Authority | [www.pprasindh.gov.pk](http://www.pprasindh.gov.pk)      no items are provided, the cost shall be deemed to be distributed among the rates and prices entered for the related items of

the Works and no separate payment will be made for those items. The rates, prices and amounts shall be entered against each item in the Schedule of Prices. Any item against which no rate or price is entered by the bidder will not be paid for by the Procuring Agency when executed and shall be deemed covered by the rates and prices for other items in the Schedule of Prices. 4.5 (a) The bidder shall be deemed to have obtained all information as to and all requirements related thereto which may affect the bid price.

\*(b) The Contractor shall be responsible to make complete arrangements for the transportation of the Plant to the Site.

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

5. Bid Prices 5.1 Break-up of Bid Prices The various elements of Bid Prices shall be quoted as detailed by the Procuring Agency in the format of Schedule of Prices. The bidder shall recognize such elements of the costs which he expects to incur the performance of the Works and shall include all such costs in the rates and amounts entered in the Schedule of Prices. 5.2 Total Bid Price The total of bid prices in the Schedule of Prices shall be entered in the Summary of Bid Prices.

6. Provisional Sums and Day work 6.1 Provisional Sums included and so designated in the Schedule of Prices if any, shall be expended in whole or in part at the direction and

**discretion of the Engineer/Procuring Agency. The Contractor will only receive payment in respect of Provisional Sums, if he has been instructed by the Engineer/Procuring Agency to utilize such sums. 6.2 Day work rates in the contractor's bid are to be used for small additional amounts of work and only when the Engineer have given written instructions in advance for additional work to be paid for in that way.**

### **SCHEDULE - A TO BID**

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

**Bill**

**No.**

**Description Total Amount (Rs) 1. 2 3 4 5 1. 2. 3. 4. 1. 2. 3. 4. 5. 6.**

**(A) Building Work Civil works Internal sanitary and water supply Electrification  
External Development works Miscellaneous Items**

**(B) Road Work. Earthwork Hard Crust and Surface Treatment Culverts and Bridges  
Miscellaneous Items (C) Public Health Engineering Works. Earthwork Subsurface Drains  
Pipe Laying and Man holes Tube wells, Pump houses Compound wall Miscellaneous  
Items Total Bid Price (The amount to be entered in Paragraph 1 of the Form of Bid) (In  
words).**

### **SCHEDULE - A TO BID**

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### **SCHEDULE OF PRICES**

**Item**

**No.**

**Description Quantity Unit Rate(Rs) Total Amount (Rs) 1. 2. 3. 1. 2. 3. 1. 2. 3. 1. 2. 3. 1. 2. 3.**

**I. (Civil works)**

**II. Internal sanitary and water supply.**

**III. Electrification.**

**IV. External Development works.**

**V. Miscellaneous Items Total (*to be carried to Summary of Bid Price*)**

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

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**SCHEDULE - B TO BID**

**\*SPECIFIC WORKS DATA**

***(To be prepared and incorporated by the Procuring Agency)***

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

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## **SCHEDULE – C TO BID**

**WORKS TO BE PERFORMED BY SUBCONTRACTORS\*** The bidder will do the work with his own forces except the work listed below which he intends to sub-contract. Items of Works Name and address of Statement of similar to be Sub-Contracted Sub-Contractors works previously executed. (*attach evidence*)

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

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## **SCHEDULE – D TO BID**

**PROPOSED PROGRAMME OF WORKS** Bidder shall provide a programme in a bar-chart or Program Evaluation and Review Technique (PERT) or Critical Path Method (CPM) showing the sequence of work items by which he proposes to complete the works of the entire Contract. The programme should indicate the sequence of work items and the

**period of time during which he proposes to complete the works including the activities like designing, schedule of submittal of drawings, ordering and procurement of materials, manufacturing, delivering, construction of civil works, erection, testing and commissioning of works to be supplied under the Contract.**

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### **SCHEDULE – E TO BID**

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

- Τη σεθνεχη ανδ μετηοδσ ιν ωηιχη ηε προποσεσ το χαρρησ ουτ τηε Ωορκσ, ινχλυδινη τηε νυμβερ οφ σηιφτσ περ δαψ ανδ ηουρσ περ σηιφτ, ηε εξπεχτσ το ωορκ.
- Α λιστ οφ αλλ μαφορ ιτεμσ οφ χονστρυχτιον ανδ πλαντ ερεχτιον, τοολσ ανδ πεηιχλεσ προποσεδ το βε υσεδ ιν δελιπερινη/χαρρησ ιν ουτ τηε ωορκσ ατ σιτε.
- Τηε προχεδυρε φορ ινσταλλατιον οφ εθυιπμεντ ανδ τρανσπορτατιον οφ εθυιπμεντ ανδ ματεριαλσ το τηε σιτε.
- Οργανισατιον χηαρτ ινδιχατινη ηεαδ οφφιχε & φιελδ οφφιχε περσοννελ ινπολπεδ ιν μαναγεμεντ, συπερπισιον ανδ ενγινεερινη οφ τηε Ωορκσ το βε δονε υνδερ τηε Χοντραχτ.

Σινδη Πυβλιχ Προχυρεμεντ Ρεγυλατορη Αυτηοριτη | [www.pprasindh.gov.pk](http://www.pprasindh.gov.pk)

### **ΣΧΗΔΥΛΕ – F TO BID**

#### **(INTEGRITY PACT)**

#### **DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC**

**PAYABLE BY CONTRACTORS**

**(FOR CONTRACTS WORTH RS. 10.00 MILLION OR MORE)**

**Contract No. \_\_\_\_\_ Dated \_\_\_\_\_**

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

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

**..... [name of Contractor] hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or**

**benefit from Government of Sindh (GoS) or any administrative subdivision or agency thereof**

**or any other entity owned or controlled by it (GoS) through any corrupt business practice.**

**Without limiting the generality of the foregoing, [name of Contractor] represents and warrants that it has fully declared the brokerage, commission, fees etc. paid or payable to**

**anyone and not given or agreed to give and shall not give or agree to give to anyone within**

**or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder,**

**sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback,**

whether described as consultation fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from, from Procuring Agency (PA) except that which has been expressly declared pursuant hereto.

[name of Contractor] accepts full responsibility and strict liability that it has made and will

make full disclosure of all agreements and arrangements with all persons in respect of or

related to the transaction with PA and has not taken any action or will not take any action to

circumvent the above declaration, representation or warranty.

[name of Contractor] accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to

defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other rights and remedies available to PA under any

law, contract or other instrument, be voidable at the option of PA.

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

.....  
**[Procuring Agency] [Contractor]**

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## **CONDITIONS OF CONTRACT**

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## CONDITIONS OF CONTRACT

**1. GENERAL PROVISIONS 1.1 Definitions** In the Contract as defined below, the words and expressions defined shall have the following meanings assigned to them, except where the context requires otherwise:

**The Contract 1.1.1 –Contract||** means the Contract Agreement and the other documents listed in the Contract Data. **1.1.2 –Specifications||** means the document as listed in the Contract Data, including Procuring Agency's requirements in respect of design to be

carried out by the Contractor (if any), and any Variation to such document. 1.1.3 –Drawings|| means the Procuring Agency’s drawings of the Works as listed in the Contract Data, and any Variation to such drawings.

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

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

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

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does not include any allowance for

profit.

Other Definitions 1.1.11 –Contractor’s Equipment|| means all machinery, apparatus and other things required for the execution of the Works but does not include Materials or

Plant intended to form part of the Works. 1.1.12 –Country|| means the Islamic Republic of Pakistan. 1.1.13 –Procuring Agency’s Risks|| means those matters listed in Sub-Clause 6.1. 1.1.14 –Force Majeure|| means an event or circumstance which makes performance of a Party’s obligations illegal or impracticable and which is beyond that Party’s reasonable control. 1.1.15 \_Materials|| means things of all kinds (other than Plant) to be supplied and incorporated in the Works by the Contractor. 1.1.16 –Plant|| means the machinery and apparatus intended to form or forming part of the Works. 1.1.17 –Site|| means the places provided by the Procuring Agency where the Works are to be executed, and any other places specified in the Contract as forming part of the Site. 1.1.18 –Variation|| means a change which is instructed by the Engineer/Procuring Agency under Sub-Clause 10.1. 1.1.19 \_Works|| means any or all the works whether Supply, Installation, Construction etc. and design (if any) to be performed by the Contractor including temporary works and any variation thereof. 1.1.20 –Engineer|| means the person notified by the Procuring Agency to act as Engineer for the purpose of the Contract and named as such in Contract Data. 1.2 Interpretation Words importing persons or parties shall include firms and organisations. Words importing singular or one gender shall include plural or the other gender where the context requires. 1.3 Priority of Documents The documents forming the Contract are to be taken as mutually explanatory of one another. If an ambiguity or discrepancy is found in the documents, the priority of the documents shall be in accordance with the order as listed in the Contract Data.

**1.4 Law** The law of the Contract is the relevant Law of Islamic Republic of Pakistan. **1.5 Communications** All Communications related to the Contract shall be in English language. **1.6 Statutory Obligations** The Contractor shall comply with the Laws of Islamic Republic of Pakistan and shall give all notices and pay all fees and other charges in respect of the Works.

**2. THE PROCURING AGENCY** **2.1 Provision of Site** The Procuring Agency shall provide the Site and right of access thereto at the times stated in the Contract Data.

Site Investigation Reports are those that were included in the bidding documents and are factual and interpretative reports about the surface and subsurface conditions at the Site. **2.2 Permits etc.** The Procuring Agency shall, if requested by the Contractor, assist him in applying for permits, licences or approvals which are required for the Works. **2.3 Engineer's/Procuring Agency's Instructions** The Contractor shall comply with all instructions given by the Procuring Agency or the Engineer, if notified by the Procuring Agency, in respect of the Works including the suspension of all or part of the works. **2.4 Approvals** No approval or consent or absence of comment by the Engineer/Procuring Agency shall affect the Contractor's obligations.

**3. ENGINEER'S/PROCURING AGENCY'S REPRESENTATIVES** **3.1 Authorised Person** The Procuring Agency shall appoint a duly authorized person to act for him and on his behalf for the purposes of this Contract. Such authorized person shall be duly identified in the Contract Data or otherwise notified in writing to the Contractor as soon as he is so appointed. In either case the Procuring Agency shall notify the Contractor, in writing,

**the precise scope of the authority of such authorized person at the time of his appointment.**

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

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

**4. THE CONTRACTOR**

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

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

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

**4.4 Performance Security The Contractor shall furnish to the Procuring Agency within fourteen (14) days after receipt of Letter of Acceptance a Performance Security at the option of the bidder, in the form of**

**Payee's order /Bank Draft or Bank Guarantee from scheduled bank for the amount and validity specified in Contract Data.**

**5. DESIGN BY CONTRACTOR 5.1 Contractor's Design** The Contractor shall carry out design to the extent specified, as referred to in the Contract Data. The Contractor shall promptly submit to the Engineer/Procuring Agency all designs prepared by him, within fourteen (14) days of receipt the Engineer/Procuring Agency shall notify any comments or, if the design submitted is not in accordance with the Contract, shall reject it stating the reasons. The

Sindh Public Procurement Regulatory Authority | [www.pprasindh.gov.pk](http://www.pprasindh.gov.pk) **Contractor shall not construct any element of the works designed by him within fourteen (14) days after the design has been submitted to the Engineer/Procuring Agency or which has been rejected. Design that has been rejected shall be promptly amended and resubmitted. The Contractor shall resubmit all designs commented on taking these comments into account as necessary. 5.2 Responsibility for Design** The Contractor shall remain responsible for his bided design and the design under this Clause, both of which shall be fit for the intended purposes defined in the Contract and he shall also remain responsible for any infringement of any patent or copyright in respect of the same. The Engineer/Procuring Agency shall be responsible for the Specifications and Drawings.

**6. PROCURING AGENCY'S RISKS 6.1 The Procuring Agency's Risks** The Procuring Agency's Risks are:- a) war, hostilities (whether war be declared or not), invasion, act of foreign enemies, within the Country; b) rebellion, terrorism, revolution, insurrection,

**military or usurped power, or civil war, within the Country; c) riot, commotion or disorder by persons other than the Contractor's personnel and other employees including the personnel and employees of SubContractors, affecting the Site and/or the Works; d) ionising radiations, or contamination by radio-activity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radio-active toxic explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component of such an assembly, except to the extent to which the Contractor/Sub-Contractors may be responsible for the use of any radio-active material; e) Pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds; f) use or occupation by the Procuring Agency of any part of the Works, except as may be specified in the Contract; g) late handing over of sites, anomalies in drawings, late delivery of designs and drawings of any part of the Works by the Procuring Agency's personnel or by others for whom the Procuring Agency is responsible; h) a suspension under Sub-Clause 2.3 unless it is attributable to the Contractor's failure; and**

**Sindh Public Procurement Regulatory Authority | [www.pprasindh.gov.pk](http://www.pprasindh.gov.pk) i) physical obstructions or physical conditions other than climatic conditions, encountered on the Site during the performance of the Works, for which the Contractor immediately notified to the Procuring Agency and accepted by the Procuring Agency.**

**7. TIME FOR COMPLETION 7.1 Execution of the Works The Contractor shall commence the Works on the Commencement Date and shall proceed expeditiously and without delay and shall complete the Works, subject to Sub-Clause 7.3 below, within the Time**

**for Completion. 7.2 Programme Within the time stated in the Contract Data, the Contractor shall submit to the Engineer/Procuring Agency a programme for the Works in the form stated in the Contract Data. 7.3 Extension of Time The Contractor shall, within such time as may be reasonable under the circumstances, notify the Procuring Agency/Engineer of any event(s) falling within the scope of Sub-Clause 6.1 or 10.3 of these Conditions of Contract and request the Procuring Agency/Engineer for a reasonable extension in the time for the completion of works. Subject to the aforesaid, the Procuring Agency/Engineer shall determine such reasonable extension in the time for the completion of works as may be justified in the light of the details/particulars supplied by the Contractor in connection with the such determination by the Procuring Agency/Engineer within such period as may be prescribed by the Procuring Agency/Engineer for the same; and the Procuring Agency may extend the time for completion as determined. 7.4 Late Completion If the Contractor fails to complete the Works within the Time for Completion, the Contractor's only liability to the Procuring Agency for such failure shall be to pay the amount as liquidity damages stated in the Contract Data for each day for which he fails to complete the Works. 8. TAKING-OVER 8.1 Completion The Contractor may notify the Engineer/Procuring Agency when he considers that the Works are complete.**

**8.2 Taking-Over Notice Within fourteen (14) days of the receipt of the said notice of completion from the Contractor the Procuring Agency/Engineer shall either takeover the completed works and issue a**

**Certificate of Completion to that effect or shall notify the Contractor his reasons for not taking-over the works. While issuing the Certificate of Completion as aforesaid, the Procuring Agency/Engineer may identify any outstanding items of work which the Contractor shall undertake during the Maintenances Period.**

**9. REMEDYING DEFECTS 9.1 Remedying Defects The Contractor shall for a period stated in the Contract Data from the date of issue of the Certificate of Completion carry out, at no cost to the Procuring Agency, repair and rectification work which is necessitated by the earlier execution of poor quality of work or use of below specifications material in the execution of Works and which is so identified by the Procuring Agency/Engineer in writing within the said period. Upon expiry of the said period, and subject to the Contractor's faithfully performing his aforesaid obligations, the Procuring Agency/Engineer shall issue a Maintenance Certificate whereupon all obligations of the Contractor under this Contract shall come to an end. Failure to remedy any such defects or complete outstanding work within a reasonable time shall entitle the Procuring Agency to carry out all necessary works at the Contractor's cost. However, the cost of remedying defects not attributable to the Contractor shall be valued as a Variation. 9.2 Uncovering and Testing The Engineer/Procuring Agency may give instruction as to the uncovering and/or testing of any work. Unless as a result of an uncovering and/or testing it is established that the Contractor's design, materials, plant or workmanship are not in accordance with the Contract, the Contractor shall be paid for such uncovering and/or testing as a Variation in accordance with Sub-Clause 10.2.**

**10. VARIATIONS AND CLAIMS 10.1 Right to Vary** The Procuring Agency/Engineer may issue Variation Order(s) in writing. Where for any reason it has not been possible for the Procuring Agency/Engineer to issue such Variations Order(s), the Contractor may confirm any verbal orders given by the Procuring Agency/Engineer in writing and if the same are not refuted/denied by the Procuring Agency/Engineer within ten (10) days of the receipt of such confirmation the same shall be deemed to be a Variation Orders for the purposes of this Sub-Clause.

Sindh Public Procurement Regulatory Authority | [www.pprasindh.gov.pk](http://www.pprasindh.gov.pk) **10.2 Valuation of Variations** Variations shall be valued as follows: a) at a lump sum price agreed between the Parties, or b) where appropriate, at rates in the Contract, or c) in the absence of appropriate rates, the rates in the Contract shall be used as the basis for valuation, or failing which d) at appropriate new rates, as may be agreed or which the Engineer/Procuring Agency considers appropriate, or e) if the Engineer/Procuring Agency so instructs, at day work rates set out in the Contract Data for which the Contractor shall keep records of hours of labour and Contractor's Equipment, and of Materials, used. **10.3 Changes in the Quantities.** a) If the final quantity of the work done differs from the quantity in the Bill of Quantities for the particular item by more than 25 percent, provided the change exceeds 1 percent of the Initial Contract Price, the Procuring Agency/Engineer shall adjust the rate to allow for the change and will be valued as per sub clause 10.2. b) The Engineer shall not adjust rates from changes in quantities if thereby the Initial Contract Price is exceeded by more than 15 percent, except with the prior approval of the

**Procuring Agency. c) If requested by the Engineer, the contractor shall provide the Engineer with a detailed cost breakdown of any rate in the Bill of Quantities. 10.4 Early Warning The Contractor shall notify the Engineer/Procuring Agency in writing as soon as he is aware of any circumstance which may delay or disrupt the Works, or which may give rise to a claim for additional payment. To the extent of the Contractor's failure to notify, which results to the Engineer/Procuring Agency being unable to keep all relevant records or not taking steps to minimise any delay, disruption, or Cost, or the value of any Variation, the Contractor's entitlement to extension of the Time for Completion or additional payment shall be reduced/rejected. 10.5 Valuation of Claims If the Contractor incurs Cost as a result of any of the Procuring Agency's Risks, the Contractor shall be entitled to the amount of such Cost. If as a result of any**

**Sindh Public Procurement Regulatory Authority | [www.pprasindh.gov.pk](http://www.pprasindh.gov.pk) Procuring Agency's Risk, it is necessary to change the Works, this shall be dealt with as a Variation subject to Contractor's notification for intention of claim to the Engineer/Procuring Agency within fourteen (14) days of the occurrence of cause. 10.6 Variation and Claim Procedure The Contractor shall submit to the Engineer/Procuring Agency an itemised detailed breakdown of the value of variations and claims within twenty eight (28) days of the instruction or of the event giving rise to the claim. The Engineer/Procuring Agency shall check and if possible agree the value. In the absence of agreement, the Procuring Agency shall determine the value.**

**11. CONTRACT PRICE AND PAYMENT 11.1 (a) Terms of Payments The amount due to the**

**Contractor under any Interim Payment Certificate issued by the Engineer pursuant to this Clause, or to any other terms of the Contract, shall, subject to Clause 11.3, be paid by the Procuring Agency to the Contractor within 30 days after such Interim Payment Certificate has been jointly verified by Procuring Agency and Contractor, or, in the case of the Final Certificate referred to in Sub Clause 11.5, within 60 days after such Final Payment Certificate has been jointly verified by Procuring Agency and Contractor; Provided that the Interim Payment shall be caused in thirty (30) days and Final Payment in 60 days in case of foreign funded project. In the event of the failure of the Procuring Agency to make payment within 90 days then Procuring Agency shall pay to the Contractor compensation at the 28 days rate of KIBOR+2% per annum in local currency and LIBOR+1% for foreign currency, upon all sums unpaid from the date by which the same should have been paid. (b) Valuation of the Works The Works shall be valued as provided for in the Contract Data, subject to Clause 10. 11.2 Monthly Statements The Contractor shall be entitled to be paid at monthly intervals: a) the value of the Works executed less to the cumulative amount paid previously; and b) value of secured advance on the materials and valuation of variations (if any). The Contractor shall submit each month to the Engineer/Procuring Agency a statement showing the amounts to which he considers himself entitled.**

**11.3 Interim Payments Within a period not exceeding seven (07) days from the date of submission of a statement for interim payment by the Contractor, the Engineer shall verify the same and within a period not**

exceeding thirty (30/60) days from the said date of submission by the Contractor, the Procuring Agency shall pay to the Contractor the sum subject to adjustment for deduction of the advance payments and retention money. 11.4 Retention Retention money shall be paid by the Procuring Agency to the Contractor within fourteen (14) days after either the expiry of the period stated in the Contract Data, or the remedying of notified defects, or the completion of outstanding work, all as referred to in Sub-Clause 9.1, whichever is the later. 11.5 Final Payment Within twenty one (21) days from the date of issuance of the Maintenance Certificate the Contractor shall submit a final account to the Engineer to verify and the Engineer shall verify the same within fourteen (14) days from the date of submission and forward the same to the Procuring Agency together with any documentation reasonably required to enable the Procuring Agency to ascertain the final contract value. Within sixty (60) days from the date of receipt of the verified final account from the Engineer, the Procuring Agency shall pay to the Contractor any amount due to the Contractor. While making such payment the Procuring Agency may, for reasons to be given to the Contractor in writing, withhold any part or parts of the verified amount. 11.6 Currency Payment shall be in the currency stated in the Contract Data.

**12. DEFAULT** 12.1 Defaults by Contractor If the Contractor abandons the Works, refuses or fails to comply with a valid instruction of the Engineer/Procuring Agency or fails to proceed expeditiously and without delay, or is, despite a written complaint, in breach of the Contract, the Procuring Agency may give notice referring to this Sub-Clause and

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

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executed and of the Materials and Plant reasonably delivered to the site, adjusted by the following: a) any sums to which the Contractor is entitled under Sub-Clause 10.4, b) any sums to which the Procuring Agency is entitled, c) if the Procuring Agency has terminated under Sub-Clause 12.1 or 12.3, the Procuring Agency shall be entitled to a sum equivalent to twenty percent (20%) of the value of parts of the Works not executed at the date of the termination, and d) if the Contractor has terminated under Sub-Clause 12.2 or 12.3, the Contractor shall be entitled to the cost of his demobilisation together with a sum equivalent to ten percent (10%) of the value of parts of the works not executed at the date of termination. The net balance due shall be paid or repaid within twenty eight (28) days of the notice of termination.

**13. RISKS AND RESPONSIBILITIES 13.1 Contractor's Care of the Works Subject to Sub-Clause 9.1, the Contractor shall take full responsibility for the care**

Sindh Public Procurement Regulatory Authority | [www.pprasindh.gov.pk](http://www.pprasindh.gov.pk) **of the Works from the Commencement Date until the date of the Procuring Agency's/Engineer's issuance of Certificate of Completion under Sub-Clause 8.2. Responsibility shall then pass to the Procuring Agency. If any loss or damage happens to the Works during the above period, the Contractor shall rectify such loss or damage so that the Works conform with the Contract. Unless the loss or damage happens as a result of any of the Procuring Agency's Risks, the Contractor shall indemnify the Procuring Agency, or his agents against all claims loss, damage and expense arising out of the Works. 13.2 Force Majeure If Force Majeure occurs, the Contractor shall notify the Engineer/Procuring Agency**

immediately. If necessary, the Contractor may suspend the execution of the Works and, to the extent agreed with the Procuring Agency demobilize the Contractor's Equipment. If the event continues for a period of eighty four (84) days, either Party may then give notice of termination which shall take effect twenty eight (28) days after the giving of the notice. After termination, the Contractor shall be entitled to payment of the unpaid balance of the value of the Works executed and of the Materials and Plant reasonably delivered to the Site, adjusted by the following: a) any sums to which the Contractor is entitled under Sub-Clause 10.4, b) the cost of his demobilization, and c) less any sums to which the Procuring Agency is entitled. The net balance due shall be paid or repaid within thirty five (35) days of the notice of termination.

**14. INSURANCE** 14.1 Arrangements The Contractor shall, prior to commencing the Works, effect insurances of the types, in the amounts and naming as insured the persons stipulated in the Contract Data except for items (a) to (e) and (i) of the Procuring Agency's Risks under SubClause 6.1. The policies shall be issued by insurers and in terms approved by the Procuring Agency. The Contractor shall provide the Engineer/Procuring Agency with evidence that any required policy is in force and that the premiums have been paid. 14.2 Default If the Contractor fails to effect or keep in force any of the insurances referred to in the previous Sub-Clause, or fails to provide satisfactory evidence, policies or receipts, the Procuring Agency may, without prejudice to any other right or

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

**15. RESOLUTION OF DISPUTES**

**15.1 Engineer's Decision** If a dispute of any kind whatsoever arises between the Procuring Agency and the Contractor in connection with the works, the matter in dispute shall, in the first place, be referred in writing to the Engineer, with a copy to the other party. Such reference shall state that it is made pursuant to this Clause. No later than the twenty eight (28) days after the day on which he received such reference, the Engineer shall give notice of his decision to the Procuring Agency (Superintending Engineer) and the Contractor. Unless the Contract has already been repudiated or terminated, the Contractor shall, in every case, continue to proceed with the work with all due diligence, and the Contractor and the Procuring Agency (Superintending Engineer) shall give effect forthwith to every such decision of the Engineer unless and until the same shall be revised, as hereinafter provided in an arbitral award.

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

**arbitrator. If a contractor is dissatisfied with the decision of the Engineer of the department or decision is not given in time then he can approach Superintending Engineer within 14 days, in case of dissatisfaction with decision of Superintending Engineer or not decided within 28 days, then arbitration process would be adopted as per clause 15.3. 15.3 Arbitration A dispute which has been the subject of a notice of dissatisfaction shall be finally settled as per provisions of Arbitration Act 1940 (Act No. X of 1940) and Rules made there under and any statutory modifications thereto. Any hearing shall be held at the place specified in the Contract Data and in the language referred to in Sub-Clause 1.5.**

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

to be used for the completion of the works at the risk and cost of the Contractor. Payment upon such termination shall be made under Sub-Clause 12.4, in accordance with Sub-Para (c) thereof, after having deducted the amounts due to the Procuring Agency under Sub-Para (a) and (c) of this Sub-Clause.

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## CONTRACT DATA

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

### Sub-Clauses of

Conditions of Contract 1.1.3 Procuring Agency's Drawings, if any

*(To be listed by the Procuring Agency)* 1.1.4 The Procuring Agency means

\_\_\_\_\_

1.1.5 The Contractor means

\_\_\_\_\_

1.1.7 Commencement Date means the date of issue of Engineer's Notice to Commence which shall be issued within fourteen (14) days of the signing of the Contract Agreement. 1.1.9 Time for Completion \_\_\_\_\_ days

*(The time for completion of the whole of the Works should be assessed by the Procuring Agency)* 1.1.20 Engineer (mention the name along with the designation including whether he

belongs to department or consultant) and other details

\_\_\_\_\_ 1.3 Documents forming the Contract listed in the order of priority: (a) The Contract Agreement (b) Letter of Acceptance (c) The completed Form of Bid (d) Contract Data (e) Conditions of Contract (f) The completed Schedules to Bid including Schedule of Prices (g) The Drawings, if any (h) The Specifications (i) \_\_\_\_\_ (j) \_\_\_\_\_ *(The Procuring Agency may add, in order of priority, such other documents as form part of the Contract. Delete the document, if not applicable)*

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2.1 Provision of Site: On the Commencement Date 3.1 Authorized person: \_\_\_\_\_ 3.2 Name and address of Engineer's/Procuring Agency's representative \_\_\_\_\_ 4.4 Performance Security: Amount \_\_\_\_\_ Validity \_\_\_\_\_  
*(Form: As provided under Standard Forms of these Documents)* 5.1 Requirements for Contractor's design (if any): Specification Clause No's \_\_\_\_\_ 7.2 Programme: Time for submission: Within fourteen (14) days\* of the Commencement Date. Form of programme: \_\_\_\_\_ *(Bar Chart/CPM/PERT or other)* 7.4 Amount payable due to failure to complete shall be \_\_\_% per day up to a maximum of (10%) of sum stated in the Letter of Acceptance (Usually the liquidated damages are set between 0.05 percent and 0.10 percent per day.) 7.5 Early Completion In case of earlier completion of the Work, the Contractor is entitled to be paid bonus up-to limit and at a rate equivalent to 50% of the relevant limit and rate of liquidated damages stated in the contract data.

## **9.1 Period for remedying defects \_\_\_\_\_**

\_\_\_\_\_ **10.2 (e) Variation procedures: Day work rates \_\_\_\_\_ (details)** **11.1 Terms of Payments**

**a) Mobilization Advance (1) Mobilization Advance up to 10 % of the Contract Price stated in the Letter of Acceptance shall be paid by the Procuring Agency to the Contractor on the works costing Rs.2.5 million or above on following conditions:**

**Sindh Public Procurement Regulatory Authority | [www.pprasindh.gov.pk](http://www.pprasindh.gov.pk) (i) on submission by the Contractor of a Mobilization Advance Guarantee for the full amount of the Advance in the specified form from a Scheduled Bank in Pakistan to the Procuring Agency; (ii) Contractor will pay interest on the mobilization advance at the rate of 10% per annum on the advance; and (iii) This Advance including the interest shall be recovered in 5 equal installments from the five (05) R.A bills and in case the number of bills is less than five (05) then 1/5<sup>th</sup> of the advance inclusive of the interest thereon shall be recovered from each bill and the balance together with interest be recovered from the final bill. It may be insured that there is sufficient amount in the final bill to enable recovery of the Mobilization Advance. OR 2) Secured Advance on Materials (a) The Contractor shall be entitled to receive from the Procuring Agency Secured Advance against an INDENTURE BOND in P W Account Form No. 31 (Fin. R. Form No. 2 acceptable to the Procuring Agency of such sum as the Engineer may consider proper in respect of non-perishable materials brought at the Site but not yet incorporated in the Permanent Works provided that: (i) The materials are in accordance with the Specifications for the Permanent Works; (ii)**

Such materials have been delivered to the Site and are properly stored and protected against loss or damage or deterioration to the satisfaction and verification of the Engineer but at the risk and cost of the Contractor; (iii) The Contractor's records of the requirements, orders, receipts and use of materials are kept in a form approved by the Engineer, and such records shall be available for inspection by the Engineer; (iv) The Contractor shall submit with his monthly statement the estimated value of the materials on Site together with such documents as may be required by the Engineer for the purpose of valuation of materials and providing evidence of ownership and payment therefore; (v) Ownership of such materials shall be deemed to vest in the Procuring Agency and these materials shall not be removed from the Site or otherwise disposed of without written permission of the Procuring Agency; (vi) The sum payable for such materials on Site shall not exceed 75 % of the (i) landed cost of imported materials, or (ii) ex-factory / ex-warehouse price of locally manufactured or produced materials, or (iii) market price of stands other materials;

Sindh Public Procurement Regulatory Authority | [www.pprasindh.gov.pk](http://www.pprasindh.gov.pk) (vii) Secured Advance should not be allowed unless & until the previous advance, if any, fully recovered; (viii) Detailed account of advances must be kept in part II of running account bill; and (ix) Secured Advance may be permitted only against materials/quantities anticipated to be consumed / utilized on the work within a period of 3 months from the date of issue of secured advance and definitely not for full quantities of materials for the entire work/contract (b) Recovery of Secured Advance: (i) Secured Advance paid to the

Contractor under the above provisions shall be effected from the monthly payments on actual consumption basis, but not later than period specified in the rules not more than three months (even if unutilized); other conditions. (ii) As recoveries are made the outstanding accounts of the items concerned in Part II should be reduced by making deduction entries in the column; –deduct quantity utilized in work measured since previous bill,|| equivalent to the quantities of materials used by the contractor on items of work shown as executed in part I of the bill. (c) Interim payments: The Contractor shall submit to the Engineer monthly statements of the estimated value of the work completed less the cumulative amount certified previously. (i) The value of work completed comprises the value of the quantities of the items in the Bill of Quantities completed. (ii) value of secured advance on the materials and valuation of variations (if any). (iii) Engineer may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information. (v) Retention money and other advances are to be recovered from the bill submitted by contractor. 11.2 \*(a) Valuation of the Works: i) Lump sum price\_\_\_\_\_ (details), or ii) Lump sum price with schedules of rates \_\_\_\_\_ (details), or iii) Lump sum price with bill of quantities\_\_\_\_\_ (details), or iv) Re-measurement with estimated/bid quantities in the Schedule of Prices or on premium above or below quoted on the rates mentioned in CSR \_\_\_\_\_ (details), or/and v) Cost reimbursable\_\_\_\_\_ (details)

**(5%) 11.6 Currency of payment: Pak. Rupees 14.1 Insurances: (Procuring Agency may decide, keeping in view the nature and the scope of the work)**

**Type of cover The Works**

**Amount of cover The sum stated in the Letter of Acceptance plus fifteen percent (15%)**

**Type of cover Contractor's Equipment:**

**Amount of cover Full replacement cost**

**Type of cover Third Party-injury to persons and damage to property**

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**(The minimum amount of third party insurance should be assessed by the Procuring Agency and entered). Workers: \_\_\_\_\_**

**Other cover\*: \_\_\_\_\_**

**(In each case name of insured is Contractor and Procuring Agency) 14.2 Amount to be recovered Premium plus \_\_\_\_\_ percent (\_\_\_%). 15.3 Arbitration\*\* Place of Arbitration: \_\_\_\_\_**

**\* (Procuring Agency to specify as appropriate)**

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

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## **STANDARD FORMS**

**(Note: Standard Forms provided in this document for securities are to be issued by a bank.**

**In**

*case the bidder chooses to issue a bond for accompanying his bid or performance of contract or receipt of advance, the relevant format shall be tailored accordingly without changing the spirit of the Forms of securities).*

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**FORM OF BID SECURITY (Bank Guarantee) Guarantee No. \_\_\_\_\_ Executed on \_\_\_\_\_**

**(Letter by the Guarantor to the Procuring Agency) Name of Guarantor (Scheduled Bank in Pakistan) with address: \_\_\_\_\_ Name of Principal (Bidder) with address: \_\_\_\_\_**

**\_\_\_\_\_ Sum of Security (express in words and figures): \_\_\_\_\_**

**\_\_\_\_\_ Bid Reference**

**No. \_\_\_\_\_ Date of Bid \_\_\_\_\_ KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Bid and at the request of the said Principal, we the Guarantor above-named are held and firmly bound unto the**

**\_\_\_\_\_, (hereinafter called The –Procuring Agency||) in the sum stated above, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents. THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas**

the Principal has submitted the accompanying Bid numbered and dated as above for \_\_\_\_\_ (Particulars of Bid) to the said Procuring Agency; and WHEREAS, the Procuring Agency has required as a condition for considering the said Bid that the Principal furnishes a Bid Security in the above said sum to the Procuring Agency, conditioned as under: (1) that the Bid Security shall remain valid for a period of twenty eight (28) days beyond the period of validity of the bid; (2) that in the event of; (a) the Principal withdraws his Bid during the period of validity of Bid, or (b) the Principal does not accept the correction of his Bid Price, pursuant to SubClause 16.4 (b) of Instructions to Bidders, or (c) failure of the successful bidder to (i) furnish the required Performance Security, in accordance with SubClause IB-21.1 of Instructions to Bidders, or (ii) sign the proposed Contract Agreement, in accordance with SubClauses IB-20.2 & 20.3 of Instructions to Bidders,

Sindh Public Procurement Regulatory Authority | [www.pprasindh.gov.pk](http://www.pprasindh.gov.pk) the entire sum be paid immediately to the said Procuring Agency for delayed completion and not as penalty for the successful bidder's failure to perform. NOW THEREFORE, if the successful bidder shall, within the period specified therefore, on the prescribed form presented to him for signature enter into a formal Contract Agreement with the said Procuring Agency in accordance with his Bid as accepted and furnish within fourteen (14) days of receipt of Letter of Acceptance, a Performance Security with good and sufficient surety , as may be required, upon the form prescribed by the said Procuring Agency for the faithful performance and proper fulfilment of the said Contract or in the event of nonwithdrawal of the said Bid within

the time specified then this obligation shall be void and of no effect, but otherwise to remain in full force and effect. PROVIDED THAT the Guarantor shall forthwith pay to the Procuring Agency the said sum stated above upon first written demand of the Procuring Agency without cavil or argument and without requiring the Procuring Agency to prove or to show grounds or reasons for such demand, notice of which shall be sent by the Procuring Agency by registered post duly addressed to the Guarantor at its address given above. PROVIDED ALSO THAT the Procuring Agency shall be the sole and final judge for deciding whether the Principal has duly performed his obligations to sign the Contract Agreement and to furnish the requisite Performance Security within the time stated above, or has defaulted in fulfilling said requirements and the Guarantor shall pay without objection the sum stated above upon first written demand from the Procuring Agency forthwith and without any reference to the Principal or any other person. IN WITNESS WHEREOF, the above bounded Guarantor has executed the instrument under its seal on the date indicated above, the name and seal of the Guarantor being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body. Guarantor (Bank) Witness:  
1. Signature 1. 2. Name \_\_\_\_\_ 3. Title \_\_\_\_\_ Corporate Secretary (Seal) 2. (Name, Title & Address) Corporate Guarantor (Seal)

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## FORM OF PERFORMANCE SECURITY

(Bank Guarantee) Guarantee No. \_\_\_\_\_ Executed on \_\_\_\_\_ Expiry

**Date (Letter by the Guarantor to the Procuring Agency) Name of Guarantor (Scheduled Bank in Pakistan) with address:\_\_\_\_\_**

**Name of Principal (Contractor) with address:\_\_\_\_\_**

**\_\_\_\_\_ Penal Sum of Security (express in words and figures)\_\_\_\_\_**

**\_\_\_\_\_ Letter of Acceptance**

**No.\_\_\_\_\_ Dated \_\_\_\_\_ KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Bidding Documents and above said Letter of Acceptance (hereinafter called the Documents) and at the request of the said Principal we, the Guarantor above named, are held and firmly bound unto the**

**\_\_\_\_\_ (hereinafter called the Procuring Agency) in the penal sum of the amount stated above, for the payment of which sum well and truly to be made to the said Procuring Agency, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents. THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has accepted the Procuring Agency's above said Letter of Acceptance for \_\_\_\_\_**

**\_\_\_\_\_ (Name of Contract) for the \_\_\_\_\_**

**\_\_\_\_\_ (Name of Project). NOW THEREFORE, if the Principal (Contractor) shall well and truly perform and fulfill all the undertakings, covenants, terms and conditions of the said Documents during the original terms of the said**

**Documents and any extensions thereof that may be granted by the Procuring Agency, with or without notice to the Guarantor, which notice is, hereby, waived and shall also well and truly perform and fulfill all the undertakings, covenants terms and conditions of the Contract and of any and all modifications of the said Documents that may hereafter be made, notice of which modifications to the Guarantor being hereby waived, then, this obligation to be void; otherwise to remain in full force and virtue till all requirements of Clause 9, Remedying Defects, of Conditions of Contract are fulfilled. Our total liability under this Guarantee is limited to the sum stated above and it is a condition of any liability attaching to us under this Guarantee that the claim for payment in writing shall**

**Sindh Public Procurement Regulatory Authority | [www.pprasindh.gov.pk](http://www.pprasindh.gov.pk) be received by us within the validity period of this Guarantee, failing which we shall be discharged of our liability, if any, under this Guarantee. We, \_\_\_\_\_ (the Guarantor), waiving all objections and defenses under the Contract, do hereby irrevocably and independently guarantee to pay to the Procuring Agency without delay upon the Procuring Agency's first written demand without cavil or arguments and without requiring the Procuring Agency to prove or to show grounds or reasons for such demand any sum or sums up to the amount stated above, against the Procuring Agency's written declaration that the Principal has refused or failed to perform the obligations under the Contract, for which payment will be effected by the Guarantor to Procuring Agency's designated Bank & Account Number. PROVIDED ALSO THAT the Procuring Agency shall be the sole and final**

judge for deciding whether the Principal (Contractor) has duly performed his obligations under the Contract or has defaulted in fulfilling said obligations and the Guarantor shall pay without objection any sum or sums up to the amount stated above upon first written demand from the Procuring Agency forthwith and without any reference to the Principal or any other person. IN WITNESS WHEREOF, the above bounded Guarantor has executed this Instrument under its seal on the date indicated above, the name and corporate seal of the Guarantor being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body. \_\_\_\_\_ Guarantor (Bank) Witness: 1. \_\_\_\_\_ 1. Signature \_\_\_\_\_ 2. Name \_\_\_\_\_ Corporate Secretary (Seal) 3. Title \_\_\_\_\_ 2. \_\_\_\_\_ \_\_\_\_\_ (Name, Title & Address) Corporate Guarantor (Seal)

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**FORM OF CONTRACT AGREEMENT THIS CONTRACT AGREEMENT** (hereinafter called the –Agreement||) made on the \_\_\_ day of \_\_\_\_\_ 200 \_\_\_ between \_\_\_\_\_ (hereinafter called the –Procuring Agency||) of the one part and \_\_\_\_\_ (hereinafter called the –Contractor||) of the other part. WHEREAS the Procuring Agency is desirous that certain Works, viz \_\_\_\_\_ should be executed by the Contractor and has accepted a Bid by the Contractor for the execution and completion of such Works and the remedying of any defects therein. NOW this Agreement witnesseth as follows: 1. In this Agreement words and expressions shall have

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

Sindh Public Procurement Regulatory Authority | [www.pprasindh.gov.pk](http://www.pprasindh.gov.pk)      **IN WITNESS WHEREOF** the parties hereto have caused this Contract Agreement to be executed on the day, month and year first before written in accordance with their respective laws. Signature of the Contactor  
Signature of the Procuring Agency \_\_\_\_\_ (Seal) (Seal)  
Signed, Sealed and Delivered in the presence of: Witness: Witness:  
\_\_\_\_\_ (Name, Title and Address) (Name, Title and Address)

**MOBILIZATION ADVANCE GUARANTEE** Guarantee No. \_\_\_\_\_ Executed  
on \_\_\_\_\_ (Letter by the Guarantor to the Procuring Agency) WHEREAS the  
\_\_\_\_\_ (hereinafter called the Procuring Agency) has  
entered into a Contract for \_\_\_\_\_

\_\_\_\_\_ (Particulars of Contract), with

\_\_\_\_\_ (hereinafter called the Contractor). AND WHEREAS the Procuring Agency has agreed to  
advance to the Contractor, at the Contractor's request, an amount of Rs. \_\_\_\_\_  
Rupees \_\_\_\_\_) which amount shall be advanced to the Contractor as per  
provisions of the Contract. AND WHEREAS the Procuring Agency has asked the  
Contractor to furnish Guarantee to secure the advance payment for the performance of  
his obligations under the said Contract. AND WHEREAS

\_\_\_\_\_ (Scheduled Bank) (hereinafter 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, as aforesaid, on the part of the Contractor, shall be given by the Procuring Agency to the Guarantor, and on such first written demand payment shall be made by the Guarantor of all sums then due under this Guarantee without any reference to the Contractor and without any objection.**

**Sindh Public Procurement Regulatory Authority | [www.pprasindh.gov.pk](http://www.pprasindh.gov.pk) This Guarantee shall come into force as soon as the advance payment has been credited to the account of the Contractor. This Guarantee shall expire not later than \_\_\_\_\_ by which date we must have received any claims by registered letter, telegram, telex or telefax. It is understood that you will return this Guarantee to us on expiry or after settlement of the total amount to be claimed hereunder. \_\_\_\_\_ Guarantor (Scheduled Bank)**

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

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**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 ..... -197--"- BETWEEN (hereinafter 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 (hereinafter called "the Government" of the other part). WHEREAS by an agreement, dated (hereinafter called the said agreement, the contractor has agreed to perform the under-mentioned works (hereinafter referred to as the said work):- (Here enter (the description of the works)).<sup>1</sup> AND WHEREAS 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 (E). the said works signed by the contractor

Fin R.Form.17.A on----- ..... — and on such covenants and conditions as are hereinafter contained and the Government has reserved to itself the option of marking any further advance or advances on the security of other materials brought by the Contractor to the site of the said 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 whereof the Contractor doth hereby acknowledge) and of

such further advances (if any) as may be made to him as aforesaid (all of which advances are hereinafter collectively referred to as the said amount) the Contractor doth hereby assign unto the Government the said materials by way of security for the said amount And doth hereby covenant and agree with the Government and declare ay follow :- (1) That the said sum of Rupees .....- ..... -..... (Rf. ----- ) so advanced by the Government to the Contractor as aforesaid and all or any further sum or sums which may be advanced aforesaid shall be employed by the contractor in or towards expending the execution of the said works and for no other purpose whatsoever.

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(2) That the materials detailed in the said Running Account Bill (B) which have been  
Fin R Form No. 17-A Offered to and accepted by (he Government as security for the said amount are absolutely by the Contractors own property free from encumbrances of any kind and the Contractor will not make any application for or receive a further advance on the security of materials which are not absolutely his own property and free from encumbrances of any kind and the contractor hereby agrees, at all times, to indemnify and save harmless the Government against all claims whatsoever to any materials in respect of which an advance has been made to him as aforesaid. (3) That the said materials detailed in the said Running Account Bill (B) and all other  
Fin. R. Form No. 17-A Materials on the security of which any further advance or advances may hereafter be made as aforesaid (hereinafter called the said materials) shall be used by

the Contractor solely in *the* execution of the said works in accordance with the directions of the Divisional Officer----- (hereinafter called the Divisional Officer) and in the terms of the said agreement. (4) That the Contractor shall make at his own cost all necessary and adequate arrangement for the proper watch, safe custody and protection against all risks of the said material and that until used in construction as aforesaid the said materials shall remain at the site of the said works in the Contractor's custody and at his own risk and on his own responsibility and shall at all times be open to inspection by (he Divisional Officer or any officer authorized by him. In the event of the said materials of any part (hereof being stolen, destroyed or damaged or becoming deteriorated in a grater degree than is due to reasonable use and wear thereof Contractor will forthwith replace the same with other materials of like qualify or repair and make good the same as required by the Divisional Officer and the materials so brought to replace the said materials so repaired and made good shall also be considered as security for the said amount. (5) 'Hurt the said materials shall not on any account be removed from the site of the said works except with the written permission of the Divisional Officer or an officer authorized by him in that behalf (6) That the said amount shall be payable in full when or before the Contractor receives payment, from the Government of the price payable to him for the said works under the terms and provisions of the said agreement PROVIDED THAT if any intermediate payments are made to the contractor on account of work done then on the occasion of each such payment the Government will be at liberty to make a recovery from the

**Contractors Bill for such payment by deducting there from in the value of the said materials (hen actually used in the construction and in respect of which recovery has not been made previously the value for this purpose being determined in respect of each description of material at (he rates at which the amount of the advances made under these presents were calculated. (7) That if the Contractor shall at any time make any default in the performance or 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**

**Sindh Public Procurement Regulatory Authority | [www.pprasindh.gov.pk](http://www.pprasindh.gov.pk)      percent per annum from the date or respective dates of such advance or advances to the date or repayment and with all costs, charges, damages and expenses incurred by the Government in or for the recovery thereof or the enforcement of this security or otherwise by reason of (he default of the Contractor and any moneys so becoming due and payable shall constitute a debt due from the Contractor to the Government and the Contractor hereby covenants and agrees with the Government to repay and the same respectively to it accordingly. (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 withstanding anything in the said agreement and without prejudice to the powers contained therein if and whether the covenant for payment and repayment hereinbefore contained shall become enforceable and the money owing shall not be paid to accordingly. Once therewith the Government may at any time thereafter adopt all or any of following courses as it may deem best ;- (a) Seize and utilize the said materials or any part thereof in the completion of the said works on behalf of the Contractor in accordance with the provisions in that behalf contained in the said agreement debiting the Contractor with the actual cost of effecting such completion the amount due in respect of advances under these presents and crediting the Contractor with the value of work done as he had carried it out in accordance with the said agreement and at the rates thereby provided. If the balance is against the Contractor he is to pay the same to the Government on demand. (b) Remove and sell by public auction the seized materials or any part thereof and out of the moneys arising from the sale retain all the sums aforesaid repayable to the Government under these presents and pay over the surplus (if any) to the Contractor. (c) Deduct all or any part of the moneys owing out of the security deposit or any sum due to the Contractor under the said agreement. (9) That except as is expressly provided by the presents interest on the aid advance shall not be payable. (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 hereinbefore expressly

provided for the same shall be referred to the Superintending Engineer..... Circle whose..... decision shall be final and the provisions of the Indian Arbitration Act for the time being in force so far as they are applicable shall apply to any such reference.

Sindh Public Procurement Regulatory Authority | [www.pprasindh.gov.pk](http://www.pprasindh.gov.pk) In witnesses whereof the\* ----- —  
—..... on behalf of the Governor of Sindh and the said..... —  
..... - ..... --have hereunto set their respective hands and seals the day and first above written. Signed, sealed and delivered by\* In the presence of Seal 1st witness 2<sup>nd</sup> witness Signed, sealed and delivered by\* In the presence of Seal 1st Witness 2<sup>nd</sup> witness

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## **SPECIFICATIONS**

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

recent improvements in design and materials unless provided for otherwise in the contract. Samples of specifications from similar to previous procurements are useful in this respect. The use of metric units is encouraged. Depending on the complexity of the works and the repetitiveness of the type of procurement, it may be advantageous to standardize the Technical Specifications that should cover all classes of workmanship, materials and equipment although not necessarily to be used in a particular procurement. Care must be taken in drafting specifications to ensure that they are not restrictive. In the specification of standards for equipment, materials, and workmanship, recognized international standards should be used as much as possible. The specifications shall consider all conditions but not limited to seismic conditions, weather conditions and environmental impact. The specifications should state that equipment, materials, and workmanship that meet other authoritative standards, and which ensure at least a substantially equal quality than the standards mentioned, will also be acceptable. The following clause may be inserted in the Specifications. Sample Clause: Equivalency of Standards and Codes Wherever reference is made in the Specifications to specific standards and codes to be met by Works to be furnished and tested, the provisions of the latest current edition or revision of the relevant shall apply, unless otherwise expressly stated in the Contract. Other authoritative standards that ensure equivalence to the standards and codes specified will be acceptable.]

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**\*DRAWINGS**

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

**3) uPVC Pipe Distribution and Rising Main ,6" 4" & 3" dia for village Kundho Bakhrani**

S.No	Description	Qty	Unit	Rate	Amount
1	Excavation for pipe line including trenches pits tanks and reservoir in soft soil including trimming dressing to true alignment and shape leveling of bed of trenches to correct level and grade cutting jointing holes providing fence guards lights flags and temporary crossing for non vehicular traffic where ever required lift up to 5 ft (1.52 m) and lead up to one chain (30.5 m) (PHSI.No.1 P-60)	30000.0	P %0Cft	3,600.00	108,000.00
2	Providing PVC pipes of (B) Class (or equivalent make) and fixing in trenches including cutting fitting and jointing with 'Z' joint with one rubber ring including testing with water to a head of 66 meter or 200 ft.(PHSI NO1 P22 )				
	For 6" dia	3900.0	P Rft	262.00	1,021,800.0
	For 4" dia	400.0	P Rft	137.00	54,800.0
	For 3" dia	700.0	P Rft	90.00	63,000.0
3	PVC Bend 90 degree for PVC pipes (standard weight for ACIL (B) Class) (SMI.NO.16 ii P-27)				
	For 6" dia	4	Each	1,913.00	7,652.00
	For 4" dia	8	Each	956.00	7,648.00
	For 3" dia	11	Each	731.00	8,041.00
4	CI Tees for PVC pipes (SMI.NO.18 P-26)				

	size 6"x4"	3	Each	1,181.00	3,543.00
	Size 4" x 3"	3	Each	1,181.00	3,543.00
5	PVC Tees Equal for A.C pipes (SMI.NO.18(5) P-26)				
	Size 4" dia	1	Each	-	-
	Size 3" dia	1	Each	-	-
6	C.I Reducers for PVC pipes (SMI.NO.16(iv) P-29)				
	Size 4" x 3"	1	Each	1,258.00	1,258.00
7	Supplying & Fixing C.I Sluice Valve heavy pattern test pressure (PHSI.NO.2 P-9)				
	For 4" dia	1	Each	5,460.00	5,460.00
	For 3" dia	1	Each	4,290.00	4,290.00
8	C.I Tail Piece (SMI.NO.9(iv) P-15)				
	For 4" dia	2	Each	612.00	1,224.00
	For 3" dia	2	Each	568.00	1,136.00
	Supplying Fire Hydrant Tee 6" dia	2	Each	1,375.00	2,750.00
9	Supplying Fire Hydrant Tee 4" dia	2	Each	1,112.50	2,225.00
10	Air Valve 3" dia	4	Each	4,000.00	16,000.00
11	Gibault Joint (SMI.NO.10(14) P-16)				
	For 6" dia	5	Each	1,062.50	5,313.00
	For 4" dia	6	Each	731.25	4,388.00
	For 3" dia	6	Each	568.75	3,413.00
12	PVC Socket B Class (SMI No 16 iii P 28)				

	For 6" dia	7	Each	1,575.00	11,025.00
	For 4" dia	8	Each	1,125.00	9,000.00
	For 3" dia	8	Each	409.00	3,272.00
13	Making joint to PVC Specials fitting (including laying of) the required diameter and testing the joints along with the Asbestos Cement pressure Pipeline to the specified pressure and making good to all leaky joints etc complete (PHSI.NO.1b P-41)				
	For 6" dia	7	P Joint	96.00	672.00
	For 4" dia	4	P Joint	59.00	236.00
	For 3" dia	4	P Joint	70.00	280.00
14	Jointing CI / MS flanged pipes and specials flanged and inside a trench including supplying rubber packing of the required thickness nuts bolts with washers etc and other tools required for jointing and testing the joints to the specified pressure etc complete (PHSI No 1a P 35)				
	For 6" dia	3	P Joint	512.00	1,536.00
	For 4" dia	4	P Joint	513.00	2,052.00
	For 3" dia	4	P Joint	499.00	1,996.00
15	PVC Dead End (SMI No 10(10) P26)				
	For 4" dia	2	Each	544.00	1,088.00
	For 3" dia	4	Each	382.00	1,528.00

16	Providing chamber 2 1/2' x 2 1/2' (750 x 750 mm) inside dimension 4 1/2' (1372mm) deep as per approved design for sluice valve 3" to 12" dia with 18" (457 mm) dia inside cast iron cover and frame (wt = 1 cwt 3 qr) fixed in RCC 1:2:4 (102mm) thick (with 5 lbs steel per cft) 9" (299 mm) brick masonry walls set in 1:6 cement mortar 6" (1152 mm) thick cement concrete 1:3:6in foundation 1" (25 mm) thick cement concrete 1:2:4 flooring 1/2" (12.5 mm) thick cement plaster 1:3 to all inside wall surface and to top i/c providing and fixing M.S foot rest at every one foot beyond 2 1/2 ft depth, curing, excavation, back filling and disposal of surplus earth etc complete. (PHSI No Q(1) P-49)	2	Each	18,820.0	37,640.00
17	Refilling the excavated stuff in trenches 6" thick layers including watering ramming to full compaction etc complete.(PHSI.NO.24 P-77)	27000.0	P %o cft	2,760.00	74,520.00
18	Carriagae of Pipes from Karachi to Site of work lead 405 Miles				
	For 6" dia	3900.0	P % rft	531.39	20,724.00
	For 4" dia	400.0	P % rft	532.39	2,130.00
	For 3" dia	700.0	P % rft	315.93	2,212.00
<b>Grand Total Rs.</b>					<b>1,495,395.0</b>

#### D) Interconnection / Suction & Delivery

S.No	Description	Qty	Unit	Rate	Amount
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1	Providing G.I pipe specials and clamps etc including fixing cutting and fitting complete including the cost of breaking through walls and roof making good etc painting two coats after cleaning the pipe etc with white Zink paint with pigment to match the color of building and testing with a water to a pressure head of 200' and handling (RAA)	68.0	3" dia P Rft	338.17	22,996.00
2	Manufacturing and installing with welding MS flange 3" dia made out MS sheet 3/16" thick cutting drilling holes complete(RA) based on schedule rates.	18	3" dia Each	500.89	9,016.00
3	Foot valve heavy pattern with cone type gate (imported) (Sch of Mat Item No 4 P11) 3" dia	2	P Each	731.25	1,463.00
4	Supplying reflex valve heavy pattern (test pressure 21 kg/sq cm or 300 lbs/inch) (imported) (Sch of Mat Item No6 a P11) 3" dia	2	P Each	1,543.00	3,086.00
5	C.I Sluice valve heavy pattern (test pressure 21 kg/cm or 300 lbs inch sq) (imported) (Sch of Mat Item No6 a P10) 3" dia	2	P Each	4,290.00	8,580.00
6	Supplying C.I bend with flanged ends with holes including turning and facing of flanges of all sizes (SMI No.8 P-11) 3" dia	0.65	P cwt	6,096.00	3,962.00
7	Short piece ( SMI No 9 P15) 3" dia	1	P Each	375.00	375.00
8	Jointing CI / MS flanged pipes and specials flanged and inside a trench including supplying rubber packing of the required thickness nuts bolts with washers etc and other tools required for jointing and testing the joints to the specified pressure etc complete (PHSI No 1a P 35) 3" dia	18	3" dia P Joint	499.00	8,982.00

9	C I Gibault Joint (Sch of Mat Item No6 a P10) 3" dia	1	P Each	568.00	568.00
10	CI Tapper flat bottomed or central tapered flanged and with hole 2"x3" i/c turning and facing of flange for all size (SMINO 9 P-11)	0.4207	P cwt	6096	2560
11	CI Tee flanged ends with hole i/c turning and facing of flanged for all size(SMINO11P-12)	0.1781	P cwt	6096	1097
<b>Grand Total Rs.</b>					<b>62,685.0</b>

### 1) Pump House for Tube Wells

S.No	Description	Qty	Unit	Rate	Amount
1	Cement Concrete bricks or stone ballast 1 1/2" to 2" gauge ratio 1:4:8 (CSI No:4 P16)	40.4	P %Cft	9,416.28	3,806.00
2	Making and fixing steel grated door with 1/16" thick sheet i/c angle iron frame 2x2x3 & 4" square bars @ 4" C/C with locking arrangements (CSI NO.24 P-92)	34.75	P.Sft	726.72	25,254.00
3	Providing Laying 3" thick CC Topping 1:2:4 i/c surface finishing and dividing into panels (CSI.NO.16 P-42)	109	P%Sft	3,275.50	3,570.00
4	Cement plaster 1:4 upto 20' height 3/8" thick (CSI No:11 P-57)	438	P%Sft	2,197.52	9,625.00
5	Cement pointing struck joint on wall Ratio 1:3 (CSI.No.19 (b) P-53)	503	P %Sft	922.63	4,641.00
6	Preparing new surface and painting of doors & window any type i/c edge (CSI.NO.5 P-70) Two coats	70	P %Cft	1,489.68	1,043.00
7	White washing two coats (CSI.NO.26 P-54) Ceiling	239	P %Sft	425.84	1,018.00
8	Distempering two coat (CSI.NO.24 P-54) Quantity same as Cement Plaster & Pointing	941	P %Sft	1,043.90	9,823.00

9	Cement plaster 1:6 upto 12" height 1/2" thick (CSI No:11 P-52)	438	P %Sft	2,206.60	9,665.00
10	White washing one coats (CSI.NO.26 P-54)	941	P %Sft	416.63	3,920.00
11	Suppling and fixing in position iron steel girl (CSINO26P-93)	12	p/sft	180.50	2,166.00
12	Fabrication of heavy steel work with angles tees flat iron round iron and sheet iron for makoing trusses girder etc complete(CSINO2P-91)	1.012	p/cwt	4,928.49	4,988.00
13	errection and fitting in position of iron trusses staggging of water tanks etc CSINO3P-91	1.012	p/sft	271.04	274.00
					79,793.00

**3) uPVC Pipe Distribution and Rising Main ,6" 4" & 3" dia for village Khamiso Brohi**

S.No	Description	Qty	Unit	Rate	Amount
1	Excavation for pipe line including trenches pits tanks and reservoir in soft soil including trimming dressing to true alignment and shape leveling of bed of trenches to correct level and grade cutting jointing holes providing fence guards lights flags and temporary crossing for non vehicular traffic where ever required lift up to 5 ft (1.52 m) and lead up to one chain (30.5 m) (PHSI.No.1 P-60)	27600.0	P %0Cft	3,600.00	99,360.00
2	Providing PVC pipes of (B) Class (or equivalent make) and fixing in trenches including cutting fitting and jointing with 'Z' joint with one rubber ring including testing with water to a head of 66 meter or 200 ft.(PHSI NO1 P22 )				
	For 6" dia	1800.0	P Rft	262.00	471,600.0
	For 4" dia	800.0	P Rft	137.00	109,600.0
	For 3" dia	2000.0	P Rft		

				90.00	180,000.0
3	PVC Bend 90 degree for PVC pipes (standard weight for ACIL (B) Class) (SMI.NO.16 ii P-27)				
	For 6" dia	4	Each	1,913.00	7,652.00
	For 4" dia	8	Each	956.00	7,648.00
	For 3" dia	11	Each	731.00	8,041.00
4	CI Tees for PVC pipes (SMI.NO.18 P-26)				
	size 6"x4"	3	Each	1,181.00	3,543.00
	Size 4" x 3"	3	Each	1,181.00	3,543.00
5	PVC Tees Equal for A.C pipes (SMI.NO.18(5) P-26)				
	Size 4" dia	1	Each	-	-
	Size 3" dia	1	Each	-	-
6	C.I Reducers for PVC pipes (SMI.NO.16(iv) P-29)				
	Size 4" x 3"	1	Each	1,258.00	1,258.00
7	Supplying & Fixing C.I Sluice Valve heavy pattern test pressure (PHSI.NO.2 P-9)				
	For 4" dia	1	Each	5,460.00	5,460.00
	For 3" dia	1	Each	4,290.00	4,290.00
8	C.I Tail Piece (SMI.NO.9(iv) P-15)				
	For 4" dia	2	Each	612.00	1,224.00
	For 3" dia	2	Each	568.00	1,136.00
	Supplying Fire Hydrant Tee 6" dia	2	Each	1,375.00	2,750.00
9	Supplying Fire Hydrant Tee 4" dia	2	Each	1,112.50	2,225.00
10	Air Valve 3" dia	4	Each		

				4,000.00	16,000.00
11	Gibault Joint (SMI.NO.10(14) P-16)				
	For 6" dia	5	Each	1,062.50	5,313.00
	For 4" dia	6	Each	731.25	4,388.00
	For 3" dia	6	Each	568.75	3,413.00
12	PVC Socket B Class (SMI No 16 iii P 28)				
	For 6" dia	7	Each	1,575.00	11,025.00
	For 4" dia	8	Each	1,125.00	9,000.00
	For 3" dia	8	Each	409.00	3,272.00
13	Making joint to PVC Specials fitting (including laying of) the required diameter and testing the joints along with the Asbestos Cement pressure Pipeline to the specified pressure and making good to all leaky joints etc complete (PHSI.NO.1b P-41)				
	For 6" dia	7	P Joint	96.00	672.00
	For 4" dia	4	P Joint	59.00	236.00
	For 3" dia	4	P Joint	70.00	280.00
14	Jointing CI / MS flanged pipes and specials flanged and inside a trench including supplying rubber packing of the required thickness nuts bolts with washers etc and other tools required for jointing and testing the joints to the specified pressure etc complete (PHSI No 1a P 35)				
	For 6" dia	3	P Joint	512.00	1,536.00
	For 4" dia	4	P Joint	513.00	2,052.00
	For 3" dia	4	P Joint		

				499.00	1,996.00
15	PVC Dead End (SMI No 10(10) P26)				
	For 4" dia	2	Each	544.00	1,088.00
	For 3" dia	4	Each	382.00	1,528.00
16	Providing chamber 2 1/2' x 2 1/2' (750 x 750 mm) inside dimension 4 1/2' (1372mm) deep as per approved design for sluice valve 3" to 12" dia with 18" (457 mm) dia inside cast iron cover and frame (wt = 1 cwt 3 qr) fixed in RCC 1:2:4 (102mm) thick (with 5 lbs steel per cft) 9" (299 mm) brick masonry walls set in 1:6 cement mortar 6" (1152 mm) thick cement concrete 1:3:6in foundation 1" (25 mm) thick cement concrete 1:2:4 flooring 1/2" (12.5 mm) thick cement plaster 1:3 to all inside wall surface and to top i/c providing and fixing M.S foot rest at every one foot beyond 2 1/2 ft depth, curing, excavation, back filling and disposal of surplus earth etc complete. (PHSI No Q(1) P-49)	2	Each	18,820.0	37,640.00
17	Refilling the excavated stuff in trenches 6" thick layers including watering ramming to full compaction etc complete.(PHSI.NO.24 P-77)	24840.0	P % cft	2,760.00	68,558.00
18	Carriagae of Pipes from Karachi to Site of work lead 405 Miles				
	For 6" dia	1800.0	P % rft	531.39	9,565.00
	For 4" dia	800.0	P % rft	532.39	4,259.00
	For 3" dia	2000.0	P % rft	315.93	6,319.00
<b>Grand Total Rs.</b>					<b>1,097,470.0</b>

### 1) Pump House for Tube Wells

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S.No	Description	Qty	Unit	Rate	Amount
1	Cement Concrete bricks or stone ballast 1 1/2" to 2" gauge ratio 1:4:8 (CSI No:4 P16)	40.4	P %Cft	9,416.28	3,806.00
2	Providing Laying 3" thick CC Topping 1:2:4 i/c surface finishing and dividing into panels (CSI.NO.16 P-42)	109	P%Sft	3,275.50	3,570.00
3	Cement plaster 1:4 upto 20' height 3/8" thick (CSI No:11 P-57)	273	P%Sft	2,197.52	5,999.00
4	Preparing new surface and painting of doors & window any type i/c edge (CSI.NO.5 P-70) Two coats	70	P %Cft	1,489.68	1,043.00
5	White washing two coats (CSI.NO.26 P-54) Ceiling	239	P %Sft	425.84	1,018.00
6	Distempering two coat (CSI.NO.24 P-54) Quantity same as Cement Plaster & Pointing	462	P %Sft	1,043.90	4,823.00
7	Cement plaster 1:6 upto 12" height 1/2" thick (CSI No:11 P-52)	273	P %Sft	2,206.60	6,024.00
8	White washing one coats (CSI.NO.26 P-54)	462	P %Sft	416.63	1,925.00
					28,208.00

**D) Interconnection / Suction & Delivery of Motors of Tube Wells**

S.No	Description	Qty	Unit	Rate	Amount
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1	Providing G.I pipe specials and clamps etc including fixing cutting and fitting complete including the cost of breaking through walls and roof making good etc painting two coats after cleaning the pipe etc with white Zink paint with pigment to match the color of building and testing with a water to a pressure head of 200' and handling (RAA)	0.0	3" dia P Rft	338.17	22,996.00
2	Manufacturing and installing with welding MS flange 3" dia made out MS sheet 3/16" thick cutting drilling holes complete(RA) based on schedule rates.	18	3" dia Each	500.89	9,016.00
3	Foot valve heavy pattern with cone type gate (imported) (Sch of Mat Item No 4 P11) 3" dia	2	P Each	731.25	1,463.00
4	Supplying reflex valve heavy pattern (test pressure 21 kg/sq cm or 300 lbs/inch) (imported) (Sch of Mat Item No6 a P11) 3" dia	2	P Each	1,543.00	3,086.00
5	C.I Sluice valve heavy pattern (test pressure 21 kg/cm or 300 lbs inch sq) (imported) (Sch of Mat Item No6 a P10) 3" dia	2	P Each	4,290.00	8,580.00
6	Supplying C.I bend with flanged ends with holes including turning and facing of flanges of all sizes (SMI No.8 P-11) 3" dia	0.65	P cwt	6,096.00	3,962.00
7	Short piece ( SMI No 9 P15) 3" dia	1	P Each	375.00	375.00
8	Jointing CI / MS flanged pipes and specials flanged and inside a trench including supplying rubber packing of the required thickness nuts bolts with washers etc and other tools required for jointing and testing the joints to the specified pressure etc complete (PHSI No 1a P 35) 3" dia	18	3" dia P Joint	499.00	8,982.00
9	C I Gibault Joint (Sch of Mat Item No6 a P10) 3" dia	1	P Each	568.00	568.00

10	CI Tapper flat bottomed or central tapered flanged and with hole 2"x3" i/c turning and facing of flange for all size (SMINO 9 P-11)	0.4207	P cwt	6096	2560
11	CI Tee flanged ends with hole i/c turning and facing of flanged for all size(SMINO11P-12)	0.1781	P cwt	6096	1097
<b>Grand Total Rs.</b>					<b>62,685.0</b>

### **Conditions**

- 1 The Work Shall have to be executed according to the PWD/PHE Specifications.
- 2 No premium on non schedule Items shall be paid to the contractor.  
Any error & omission and description of Item of work will be governed with relevant Schedule of Rates
- 3
- 4 The Contractor shall have to bring the material to be used in the work from the quarries as mentioned in the estimate.

(Sabir Ali Shaikh)  
Executive Engineer  
Public Health Engineering Division  
Kashmore @ Kandhkot

### Bid Data Sheet

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<b>ITB 1.1</b>	NOT APPLICABLE
<b>ITB 1.1</b>	Name of Project:  Construction of Water Supply Scheme Kashmore Town.
<b>ITB 1.1</b>	Name of Contract:  Construction of Water Supply Scheme Kashmore Town.
<b>ITB 4.1</b>	Name of Procuring agency.  <b>Public Health Engineering Division Kashmore @ Kandhkot</b>
<b>ITB 6.1</b>	Procuring agency's address, telephone, telex, and facsimile numbers.  Address: Govt: Elementary College, near NADRA office Gulsher Mohalla.
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<b>ITB 1.1</b>	Name of Contract:  Construction of RCC Nala, Surface drains and CC Block for Drainage Scheme Badani (Imp: & Ext) Tal: Kashmore
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<b>ITB 1.1</b>	NOT APPLICABLE
<b>ITB 1.1</b>	Name of Project:  Construction of surface drains ,CC block supplying and installing of pumping machinery, AC Rising main for drainage scheme Ghouspur
<b>ITB 1.1</b>	Name of Contract:  Construction of surface drains ,CC block supplying and installing of pumping machinery, AC Rising main for drainage scheme Ghouspur
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<b>ITB 1.1</b>	Name of Contract:  Construction of drainage scheme in colony –I Guddu
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<b>ITB 1.1</b>	NOT APPLICABLE
<b>ITB 1.1</b>	Name of Project:  Construction of water supply scheme village Asghar khan chachar and village Abdul Wahab Sunhidro.
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<b>ITB 1.1</b>	Name of Project:  Rehabilitation of water supply scheme village Kundho khan bakhrani and village Khamiso brohi i/c one year operation & maintenance.
<b>ITB 1.1</b>	Name of Contract:  Rehabilitation of water supply scheme village Kundho khan bakhrani and village Khamiso Brohi i/c one year operation & mauntenance.
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