



**Shah Abdul Latif University, Khairpur**  
**THE EXECUTIVE ENGINEER (WORKS)**

**NOTICE INVITING TENDERS**

Sealed tenders are invited from the interested persons/suppliers/companies/pre-qualified firms registered with Sales Tax & Income Tax Departments for the following works under SPPRA Rules.

*The News* List of Work

S. No.	Name of Work	Earnest Money	Tender Fee	Completion Period
1.	Remaining work of External Development for the Establishment of Shaheed Benazir Bhutto Chair at Shah Abdul Latif University, Khairpur.	2% Bid Value	3,000/-	12 Months.

1. The interested participants can purchase the separate set of tenders on payment of tender fee non-refundable as shown against each work up to **19-11-2013** from office of the undersigned at any working day.
2. Tenders shall be received back on **21-11-2013** up to **12:30 PM** and opened on the same day at **01:00 PM** in the presence of tenders opening/evaluation committee and bidders or their authorized representatives who wish to be present. If the undersigned is out of headquarter in any case, the tenders shall be opened on next day and misquotation will not be accepted in any case.
3. Eligibility conditions for intending participants shall be as per SPPRA Rules.
4. If the work remained un-responded on the above date the same will be issued again on **03-12-2013**, and will be received back and open on **05-12-2013**.
5. The Procuring Agency may reject any or all bids subject to the relevant provisions of SPPRA Rules.

*23-10-13 - The News* EXECUTIVE ENGINEER (WORKS)

PID (H) # 213/2013

# **SPPRA BIDDING DOCUMENT**

**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 BIDDERS & BIDDING DATA

## Notes on the Instructions to Bidders

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

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

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## INSTRUCTIONS TO BIDDERS

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

### A. GENERAL

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

##### 1.1 Scope of Bid

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

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

##### 1.2 Source of Funds

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

#### IB.2 Eligible Bidders

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

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

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

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

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

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

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

### **IB.3 Cost of Bidding**

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

## **B. BIDDING DOCUMENTS**

### **IB.4 Contents of Bidding Documents**

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

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

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

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



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

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

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

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

#### **IB.7 Language of Bid**

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

#### **IB.8 Documents Comprising the Bid**

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

#### **IB.9 Sufficiency of Bid**

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



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

#### **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.

### **IB.13 Bid Security**

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

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

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

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

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

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

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

## E. BID OPENING AND EVALUATION

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

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

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

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

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

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

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

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

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

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

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

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

**(B) Minor Deviations**

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

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

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

**16.8 Evaluated Bid Price**

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

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



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

#### **IB.17 Process to be Confidential**

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

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

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

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

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

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

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

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

## F. AWARD OF CONTRACT

### IB.18. Post Qualification

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

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

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

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

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

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

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

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



## **IB.21 Performance Security**

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

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

## 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  
Executive Engineer (Projects)  
Shah Abdul Latif University Khairpur

(Insert name of the Procuring Agency)

Brief Description of Works  
Remaining work of External Development  
of Shaheed Benazir Bhutto chair at Shah Abdul  
Latif University Khairpur

5.1 (a) Procuring Agency's address:  
Executive Engineer (Projects)  
Shah Abdul Latif University Khairpur

(Insert address of the Procuring Agency with telex/fax)

(b) Engineer's address:  
Gulam Aghor Shaikh  
Executive Engineer (Projects) S&W Khairpur  
(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

Two Percentage (2%)

(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

Ninety days (90 days)

(Fill in "number of days" not exceeding 90)

14.4 Number of Copies of the Bid to be submitted:

One original plus Three copies.

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

Executive Engineer (Projects)  
Shah Abdul Latif University Khairpur  
 (insert postal address or location of bid box for delivery by hand)

15.1 Deadline for Submission of Bids

Time: 12:30 AM/PM on 21-11-2013 - In case of un responding the next date be  
12:30 PM on 05-12-2013

16.1 Venue, Time, and Date of Bid Opening

Venue: Office of the Executive Engineer (Projects)  
 Time: 01:00 PM Date: 21-11-2013 or 01:00 PM on 05-12-2013

16.4 Responsiveness of Bids

- (i) Bid is valid till required period,

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

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

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

## **FORM OF BID 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

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

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20

Signature \_\_\_\_\_

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

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

*(Seal)*

Address

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

Witness:

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

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

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

\_\_\_\_\_



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

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

SCHEDULE – A TO BID

SCHEDULE OF PRICES

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

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

## PREAMBLE TO SCHEDULE OF PRICES

**1. General**

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

**2. Description**

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

**3. Units & Abbreviations**

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

Rft, Sft, Cft & Cwt

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

**4. Rates and Prices**

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

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

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

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

*\*(Procuring Agency may modify as appropriate)*

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

**5. Bid Prices**

5.1 Break-up of Bid Prices

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

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

5.2 Total Bid Price

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

**6. Provisional Sums and Day work**

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

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

SCHEDULE OF PRICES – SUMMARY OF BID PRICES (Sample)

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

SCHEDULE OF PRICES

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

*Copy attached at Annexure I*

SCHEDULE - B TO BID

**\*SPECIFIC WORKS DATA**

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

*Copy attached at Annexure - I*

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



## SCHEDULE – C TO BID

### WORKS TO BE PERFORMED BY SUBCONTRACTORS\*

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

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

**Note:**

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

## SCHEDULE – D TO BID

### PROPOSED PROGRAMME OF WORKS

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

**METHOD OF PERFORMING WORKS**

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

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

(INTEGRITY PACT)

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

Contract No. \_\_\_\_\_ Dated \_\_\_\_\_  
Contract Value: \_\_\_\_\_  
Contract Title: \_\_\_\_\_

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

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

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

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

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

.....  
[Procuring Agency]

[Contractor]

## CONDITIONS OF CONTRACT

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### CONDITIONS OF CONTRACT

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## CONDITIONS OF CONTRACT

### 1. GENERAL PROVISIONS

#### 1.1 Definitions

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

##### **The Contract**

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

##### **Persons**

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

##### **Dates, Times and Periods**

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

##### **Money and Payments**

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

does not include any allowance for profit.

### **Other Definitions**

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

### **1.2 Interpretation**

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

### **1.3 Priority of Documents**

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



1.4 **Law**

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

1.5 **Communications**

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

1.6 **Statutory Obligations**

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

2. **THE PROCURING AGENCY**

2.1 **Provision of Site**

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

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

2.2 **Permits etc.**

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

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

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

2.4 **Approvals**

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

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

3.1 **Authorised Person**

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

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

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

## 4. **THE CONTRACTOR**

### 4.1 **General Obligations**

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

### 4.2 **Contractor's Representative**

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

### 4.3 **Subcontracting**

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

### 4.4 **Performance Security**

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

## 5. **DESIGN BY CONTRACTOR**

### 5.1 **Contractor's Design**

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

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

## 5.2 Responsibility for Design

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

## 6. PROCURING AGENCY'S RISKS

### 6.1 The Procuring Agency's Risks

The Procuring Agency's Risks are:-

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

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

## 7. TIME FOR COMPLETION

### 7.1 Execution of the Works

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

### 7.2 Programme

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

### 7.3 Extension of Time

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

### 7.4 Late Completion

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

## 8. TAKING-OVER

### 8.1 Completion

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

## 8.2 Taking-Over Notice

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

## 9. REMEDYING DEFECTS

### 9.1 Remedying Defects

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

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

### 9.2 Uncovering and Testing

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

## 10. VARIATIONS AND CLAIMS

### 10.1 Right to Vary

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

## 10.2 Valuation of Variations

Variations shall be valued as follows:

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

## 10.3 Changes in the Quantities.

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

## 10.4 Early Warning

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

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

## 10.5 Valuation of Claims

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



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

#### 10.6 **Variation and Claim Procedure**

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

### 11. **CONTRACT PRICE AND PAYMENT**

#### 11.1 (a) **Terms of Payments**

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

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

#### (b) **Valuation of the Works**

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

#### 11.2 **Monthly Statements**

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

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

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



### 11.3 **Interim Payments**

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

### 11.4 **Retention**

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

### 11.5 **Final Payment**

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

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

### 11.6 **Currency**

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

## 12. **DEFAULT**

### 12.1 **Defaults by Contractor**

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

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

## 12.2 Defaults by Procuring Agency

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

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

## 12.3 Insolvency

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

## 12.4 Payment upon Termination

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

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

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

## 13. RISKS AND RESPONSIBILITIES

### 13.1 Contractor's Care of the Works

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

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

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

### 13.2 Force Majeure

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

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

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

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

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

## 14. INSURANCE

### 14.1 Arrangements

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

### 14.2 Default

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

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

## **15. RESOLUTION OF DISPUTES**

### **15.1 Engineer's Decision**

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

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

### **15.2 Notice of Dissatisfaction**

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

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

### **15.3 Arbitration**

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

16 **INTEGRITY PACT**

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

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

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

## CONTRACT DATA

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

### Sub-Clauses of

#### Conditions of Contract

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

*Copy attached at Annexure - II*

1.1.4 The Procuring Agency means

*Executing Engineer (Projects)  
Shah Abdul Latif University Khairpur*

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** 360 days (*12 Months*)

(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

*Executive Engineer (Projects)  
Shah Abdul Latif University Khairpur*

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)



- 2.1 Provision of Site: On the Commencement Date Site Available
- 3.1 Authorized person: AEN (Projects)
- 3.2 Name and address of Engineer's/Procuring Agency's representative  
AEN
- 4.4 Performance Security:  
Amount 10% of Bid  
Validity 12 Months  
(Form: As provided under Standard Forms of these Documents)
- 5.1 Requirements for Contractor's design (if any):  
Specification Clause No's N/A
- 7.2 Programme:  
Time for submission: Within fourteen (14) days\* of the Commencement Date.  
Form of programme: Bar chart (Bar Chart/CPM/PERT or other)
- 7.4 Amount payable due to failure to complete shall be 0.05% 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 15 days
- 10.2 (e) Variation procedures:  
Day work rates as per Rate Analysis (R/A)  
(details)
- 11.1 Terms of Payments
- a) Mobilization Advance
- (1) Mobilization Advance up to 10 % of the Contract Price stated in the Letter of Acceptance shall be paid by the Procuring Agency to the Contractor on the works costing Rs.2.5 million or above on following conditions:



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

- (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 <sup>+</sup>(a) **Valuation of the Works:** *as per B.O.Q*

- i) Lump sum price \_\_\_\_\_ (details), or
- ii) Lump sum price with schedules of rates \_\_\_\_\_ (details), or
- iii) Lump sum price with bill of quantities \_\_\_\_\_ (details), or
- iv) Re-measurement with estimated/bid quantities in the Schedule of Prices or on premium above or below quoted on the rates mentioned in CSR \_\_\_\_\_ (details), or/and
- v) Cost reimbursable \_\_\_\_\_ (details)

11.3 **Percentage of retention\*:** *five (5%)*

11.6 **Currency of payment:** Pak. Rupees

14.1 **Insurances:** *(Procuring Agency may decide, keeping in view the nature and the scope of the work)*

**Type of cover**

The Works

**Amount of cover**

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

**Type of cover**

Contractor's Equipment:

**Amount of cover**

Full replacement cost

**Type of cover**

Third Party-injury to persons and damage to property

*As per rules*

*(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: *Dist: Khairpur*

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

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

## STANDARD FORMS

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

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

Guarantee No. \_\_\_\_\_  
Executed on \_\_\_\_\_

(Letter by the Guarantor to the Procuring Agency)

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

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

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

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

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

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

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

- (1) that the Bid Security shall remain valid for a period of twenty eight (28) days beyond the period of validity of the bid;
- (2) that in the event of;
  - (a) the Principal withdraws his Bid during the period of validity of Bid, or
  - (b) the Principal does not accept the correction of his Bid Price, pursuant to Sub-Clause 16.4 (b) of Instructions to Bidders, or
  - (c) failure of the successful bidder to
    - (i) furnish the required Performance Security, in accordance with Sub-Clause IB-21.1 of Instructions to Bidders, or
    - (ii) sign the proposed Contract Agreement, in accordance with Sub-Clauses 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 non-withdrawal of the said Bid within the time specified then this obligation shall be void and of no effect, but otherwise to remain in full force and effect.

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

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

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

\_\_\_\_\_  
Guarantor (Bank)

Witness:

1. Signature \_\_\_\_\_

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

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

\_\_\_\_\_  
Corporate Secretary (Seal)

3. Title \_\_\_\_\_

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

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

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

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

Guarantee No. \_\_\_\_\_  
Executed on \_\_\_\_\_  
Expiry Date \_\_\_\_\_

(Letter by the Guarantor to the Procuring Agency)

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

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

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

Letter of Acceptance No. \_\_\_\_\_ Dated \_\_\_\_\_

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

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

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

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



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

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

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

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

Witness:

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

\_\_\_\_\_  
Corporate Secretary (Seal)

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

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

\_\_\_\_\_  
Guarantor (Bank)

1. Signature \_\_\_\_\_

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

3. Title \_\_\_\_\_

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

## FORM OF CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT (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.

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.

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. \_\_\_\_\_

\_\_\_\_\_  
Corporate Secretary (Seal)

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

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

1. Signature \_\_\_\_\_

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

3. Title \_\_\_\_\_

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

## INDENTURE FOR SECURED ADVANCES.

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

This INDENTURE made the ..... day of .....  
-----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 WITNESSETH 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 .....  
(Rs. ....) 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.

(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.

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.]

## **\*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).*

**SHAH ABDUL LATIF UNIVERSITY, KHAIRPUR SINDH.****REMAINING WORK OF EXTERNAL DEVELOPMENT OF SHAHEED BENAZIR  
BHUTTO CHAIR AT SHAH ABDUL LATIF UNIVERSITY KHAIRPUR.****COST OF BID VALUE.**

S.No.	DESCRIPTION	AMOUNT
1.	PART (A) CIVIL WORK SCHEDULED ITEMS (C.S.R-2012) RS:	
2.	PART (B) WATER SUPPLY & SANITARY FITTINGS SCHEDULED ITEMS (C.S.R-2012) RS:	
3.	PART (C) ITEMS BASED ON OFFERED RATES RS:	
	G. TOTAL RS:	

CONTRACTOR

EXECUTIVE ENGINEER (PROJECTS)  
SHAH ABDUL LATIF UNIVERSITY,  
KHAIRPUR

**SHAH ABDUL LATIF UNIVERSITY, KHAIRPUR SINDH.**

**REMAINING WORK OF EXTERNAL DEVELOPMENT OF SHAHEED BENAZIR  
BHUTTO CHAIR AT SHAH ABDUL LATIF UNIVERSITY KHAIRPUR.**

**LIST OF SPECIFIED MATERIAL AND ITS SOURCE.**

<b>S.No.</b>	<b>Material</b>	<b>Source</b>
1.	Cement O.P.C and Sulphate resistance	Lucky, Pak land or Falcon
2.	Hill sand	Bholari
3.	Crush Bajri / Stone Metal	Ubhan Shah Quarry
4.	Bricks / Brick tiles	Ranipur
5.	Steel (Billet)	Karachi
6.	Pavers	Karachi

CONTRACTOR

EXECUTIVE ENGINEER (PROJECTS)  
SHAH ABDUL LATIF UNIVERSITY,  
KHAIRPUR

NAME OF WORK:		REMAINING WORK OF EXTERNAL DEVELOPMENT OF SHAHEED BENAZIR BHUTTO CHAIR AT SHAH ABDUL LATIF UNIVERSITY KHAIRPUR.			
		BILL OF QUANTITIES			
PART (A)		CIVIL WORK SCHEDULED ITEMS (CSR-2012)			
1	2	3	4	5	6
ITEM No.	QTY:	DISCRIPTION OF ITEMS TO BE EXECUTED AT SITE	RATE	UNIT	AMOUNT IN RS:
1.	10279 Cft	Excavation in foundation of building bridges and other structures i/c dag balling dressing refilling around structure with excavated earth watering and ramming lead up-to 5ft. (b) in ordinary soil. (S.I.No.18 (b) P.No.5)	3176/25	%0Cft	32,649.00
2.	11040 Cft	Cement concrete stone of brick ballast 1½" to 2" gauge. Ratio (1:4:8). (S.I.No.4 (b) P.No.15)	9416/28	% Cft	1,039,557.0
3.	9250 Cft	Pacca brick work in foundation and plinth in (e) cement sand mortar 1:6. (S.I.No.4 (e) P.No.25)	11948/36	% Cft	1,105,223.00
4.	4275.0 Cft	Filling Watering & remaining earth under floor with new earth (excavated from out side) lead upto one chain and lift upto 5ft. (S.I. No.22, P. No.5)	3630/-	% 0Cft	15,518.00
5.	72274 Cft	Supply of clean screened (River or pit) sand within 5 chains including removal of top crust of earth or over burden and royalty to the Government or cost to the private owner. (S.I.No.36 P.No.7)	420/-	% Cft	303,551.00
6.	76549 Cft	Extra lead for carriage of earth, river or pit sand upto 4 miles.	649/86	% Cft	497,461.00
7.	76549 Cft	Earth work compaction (soft, ordinary or hard soil) (b) Laying earth in 6" layers leveling dressing and watering for compaction etc complete. (S.I.No.13(b) P.No.4)	354/-	%0 Cft	27,098.00
8.	429 Cft	Reinforced cement concrete work all labour and material except the cost of steel reinforcement and its labour for bending and binding which will be paid separately. This rate also includes all kinds of forms moulds: lifting shuttering curing rendering and finishing the exposed surface (i/c screening and washing of shingle) (a) R.C.C. work in roof slab beams columns rafts lintels and other structural members laid in situ or precast laid in position complete in all respects: (i) Ratio (1:2:4) 90 lbs cement 2 cft sand 4 cft shingle 1/8" to 1/4" gauge. (S.I.No.6 (a-1) P.No. 19)	337/-	P.Cft	144,573.00
9.	24.848 Cwt.	Fabrication of mild steel reinforcement for cement concrete i/c cutting bending laying in position making joints and fastenings i/c cost of binding wire ( also includes removal of rust from bars) (b) Using Tor bars.(S.I.No.7 (ii)(b) P.No.20)	5001/70	P.Cwt	124,282.00
					<b>3,289,912.00</b>

CONTRACTOR

EXECUTIVE ENGINEER (PROJECTS)



ITEM No.	QTY:	DISCRIPTION OF ITEMS TO BE EXECUTED AT SITE	RATE	UNIT	AMOUNT IN RS:
					<b>3,289,912.00</b>
10.	727 Cft	Cement Concrete plain including placing compacting finishing & curing, complete (including screening and washing of stone aggregate without shuttering. Ratio 1:2:4. (S.I. No. 5(f), P. No.17)	14429/25	% Cft	104,901.00
11.	124 Cft	Cement Concrete plain including placing compacting finishing & curing, complete (including screening and washing of stone aggregate without shuttering. Ratio 1:1-1/2:3. (S.I. No.5(), P. No.17)	16395/50	% Cft	20,330.00
12.	2044 Sft	Erection and Removal of centering for R.C.C or Plain C.C works of partal wood.(S.I. No.18(b), P. No.21) (ii) Vertical	3127/41	% Sft	63,924.00
13.	5325 Sft	Cement Plaster 1:2 upto 20' height (c) 3/4" Thick. (S.I. No.9 (c), P. No.58)	3015/76	% Sft	160,589.00
14.	5325 Sft	Cement Plaster 1:4 upto 20' height (a) 3/8" Thick. (S.I. No.11 (a), P. No.53)	2197/52	% Sft	117,018.00
15.	1040 Rft	Extra labour rate for making grooves of 1"x1/4" or 3/4"x1/2" plastered surface with true edges both vertically and horizontally with uniform depth and with groove base smoothly finished etc. complete as per instruction of Engineer In charge. (S.I. No. 34 P. No.55)	7/71	P.Rft	8,018.00
16.	28.295 Cwt	Fabrication of heavy steel work with angles tees flat iron for making trusses girders tanks etc including cutting riveting handling assembling and fixing but excluding erection in position. (S.I.No.2 P.No.91).	4928.49	P.Cwt	139,452.00
17.	28.295 Cwt	Erecting rolled steel beams or old rails in roof etc erection and fixing in position. (S.I.No.6 P.No.96)	186.34	P.Cwt	5,272.00
18.	648 Sft	Fixing corrugated galvanized iron sheets with G.I bolts, nuts, limpet and bitumen washers, windless complete in all respect without valleys and ridges. (a) 20 B.W.G. (S.I.No.16 (a) Page No.36)	14293/44	% Sft	92,621.00
19.	6892 Sft	Single layer of tiles 9"x4-1/2x2" laid over 4" earth & 1" mud plaster without Bhoosa grouted with cement sound 1:3 on top of R.C.C slab with 34 Lbs bitumen coating sand blinded. (S.I.No.5 P.No. 39)	5310/35	% Sft	365,989.00
20.	13784 Sft	Providing and lying single per layer of polythene sheet 0.13 mm thick for water proofing as per specification and instructions of Engineer Incharge. (S.I.No.38 P.No.44)	10/70	P.Sft	147,489.00
					<b>4,515,515.00</b>

CONTRACTOR

EXECUTIVE ENGINEER (PROJECTS)

ITEM No.	QTY:	DISCRIPTION OF ITEMS TO BE EXECUTED AT SITE	RATE	UNIT	AMOUNT IN RS:
					<b>4,515,515.00</b>
21	1718 Sft	Providing & fixing bitumen felt paper of 60 Lbs over roof i/c cleaning of roof with wire brush and removing dust, applying bitumen coat at the rate of 34 Lbs per % sft as premix inter coats and then laying felt paper with 10% over laps, then applying and spreading hill sand at the rate of 1 cft for % sft. The cost also i/c necessary fire material, kerosene oil, wood etc. (S.I.No.41 P.No.44)	54/70	P Sft	93,975.00
22.	20 Nos:	Khuras on roof 2'x2'x6". (S.I. No.18, P. No.36)	358/68	Each	3,587.00
23.	20.0 Nos:	Bottom, Khuras of brick masonry in cement mortar (1:6) 4'x2'x4' 1/2" over 3" cement concrete (1:4:8) (S.I. No.19, P.No.36)	649/83	Each	6,498.00
24.	443 Rft	Extra labour rate for making cement plastered pattas/bends around straight or curved openings and around the edges of roof slabs the width not less then 6" with fine finishing as per directed by Engineer In charge. (S.I.No.35 P. No.55)	19/36	P Rft	8,576.00
25.	90 Sft	Supplying & fixing in position iron/steel grill of 3/4"x1/4" size flat iron of approved design including painting 3 coats etc complete (weight not to be less than 3.7 Lbs./Sq. Foot of finished grill). (S.I.No.26 P.No.93)	180/50	P Sft	16,245.00
26.	612 Sft	Providing and lying 1" thick topping cement concrete (1:2:4) i/c surface finishing and dividing into panels. (d) 3" Thick (S.I.No.16 (d) P.No.47)	4411/82	% Sft	27,000.00
27.	116 Sft	Providing and fixing 3/8" thick marble tiles of approved quality and colour shade size 8"x4"/6"x4" in dado skirting and facing removal/racking of existing plaster surface etc. over 1/2" thick base of cement mortar 1:3 setting mortar base including filling the joints and washing the tiles with white cement slurry, current finishing cleaning and polishing etc. complete.(a) For new work. (S.I.No.68 (a) P.No.55)	186/04	P.Sft	21,581.00
28.	232 Sft	Laying white marble flooring fine dressed on the surface without winding set in line mortar 1:2 including rubbing & polishing of the joints. (a) 1" thick flooring. (S.I.No.28 (b) P.No. 49)	628/93	P Sft	145,912.00
					<b>4,838,889.00</b>

CONTRACTOR

EXECUTIVE ENGINEER (PROJECTS)

ITEM No.	QTY:	DISCRIPTION OF ITEMS TO BE EXECUTED AT SITE	RATE	UNIT	AMOUNT IN RS:
					<b>4,838,889.00</b>
29.	9060 Sft	Providing & fixing cement paving blocks flooring having size of 197x97x80 (mm) of city / quddra /cobble shape with natural cours, having strength b/w 5000 psi to 8500 pasi i/c filling the joints with gill sand and laying in specified manner / pattern and design etc complete (S.I.No.73 P.No.50)	248/17	P Sft	2,248,420.00
30.	3564 Sft	Painting new surfaces:- (a) Preparing surface and Painting corrugated surface patent roofing etc with oil paint. 03 coats. (S.I.NO.5 (a-ii) Page No.76)	2116/41	% Sft	75,429.00
31.	450 Sft	Painting new surfaces: Painting guard bars, gates iron bars grating railing i/c standard braces etc. and similar open work Three coats. (S.I.NO.5 (d iii) Page No.76)	1270/83	% Sft	5,719.00
			<b>Sub Total Rs:</b>		<b>7,168,457.00</b>
		.....% above/below on the Schedule of rates (C.S.R 2012)		<b>Rs:</b>	
			<b>Total Rs:</b>		

Note:- Premium will not be allowed on item No.6.

CONTRACTOR

EXECUTIVE ENGINEER (PROJECTS)  
SHAH ABDUL LATIF UNIVERSITY,  
KHAIRPUR

NAME OF WORK:		REMAINING WORK OF EXTERNAL DEVELOPMENT OF SHAHEED BENAZIR BHUTTO CHAIR AT SHAH ABDUL LATIF UNIVERSITY KHAIRPUR.			
		BILL OF QUANTITIES			
PART (B)		W/S & S/F SCHEDULED ITEMS (CSR-2012)			
1	2	3	4	5	6
ITEM No.	QTY:	DISCRIPTION OF ITEMS TO BE EXECUTED AT SITE	RATE	UNIT	AMOUNT IN RS:
1.	01 Nos:	Supplying & fixing Fiber Glass Tank of approved quality and design and wall thickness as specified i/c cost of nut bolts and fixing in plate form of cement concrete 1:2:3 and making connections for in let, outlet & over flow pipes etc complete (b) 350 gallons (S.I.No.3 (b) Page No.21)	30,773/42	Each	30,773.00
2.		Providing laying UPVC Pressure Pipes of Class "D" (equivalent make) fixing in trench i/c cutting fitting and jointing with "Z" joint with one rubber ring i/c testing with water to a bead 122 meter or 400ft			
(a)	300.0 Rft	1" dia (P.H.S.I.No.E-3 (a) Page 23)	28/-	P.Rft	8,400.00
(b)	40.0 Rft	1 1/2" dia (P.H.S.I.No.E-3 (c) Page 23)	44/-	P.Rft	1,760.00
(c)	300.0 Rft	2" dia (P.H.S.I.No.3 (d) Page 23)	66/-	P.Rft	19,800.00
(d)	155.0 Rft	4" dia (P.H.S.I.No.3 (f) Page 23)	226/-	P.Rft	35,030.00
(e)	337.0 Rft	6" dia (P.H.S.I.No.3 (h) Page 23)	486/-	P Rft	163,782.0
(f)	7.0 Rft	8" dia (P.H.S.I.No.3 (i) Page 23)	742/-	P Rft	5,194.0
3.		Providing G.I pipes special & clamps etc i/c fixing cutting and fitting complete with and i/c 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 colour of the building and testing with water to a pressure head of 200 feet and handling. <b>(Internal)</b>			
(a)	50.0 Rft	1" dia G.I. pipe. (S.I.NO.(iii) P. No.12)	128/55	P Rft	6,428.00
(b)	50.0 Rft	3/4" dia G.I. pipe.(S.I.NO.(ii) P. No.12)	95/79	P Rft	4,790.00
(c)	148.0 Rft	4" dia G.I. pipe.(S.I.NO.(ix)P. No.12)	896/17	P Rft	132,633.0
4.	40.0 Rft	Boring for tube well in all water bearing soils from ground level upto 100ft or 30.5 meter depth i/c sinking and with drawing of casing pipe. (b) 100 mm (4" dia) (P.H.S.I.No.O-1 (b) Page No.41)	242/-	P.Rft	9,680.00
					<b>418,270.00</b>

ITEM No.	QTY:	DISCRIPTION OF ITEMS TO BE EXECUTED AT SITE	RATE	UNIT	AMOUNT IN RS:
					<b>418,270.00</b>
5.	08 Nos:	Constructing manhole or inspection chamber for the required diameter of circular sewer and 3'-4" (1067mm) depth with walls of B.B in cement sand mortar 1:3 cement plastered 1:3, 1/2" thick inside of walls and 1" (25mm) thick over benching and channel i/c fixing C.I manhole cover with frame of clear opening 1-1/2' x1-1/2' (457x457mm) of 1.75 cwt. (88.9kg) embedded in plain C.C 1:2:4 and fixing 1" (25mm) dia M.S steps 6" (150mm) wide projecting 4" (102mm) from the face of wall at 12" (305mm) C/C duly painted etc. complete as per standard specification and drawing. (a) 4" to 12" dia 2'x2'x3'-6" (P.H.S.I.No.P-1 (a) Page No.46)	14,748/-	Each	117,984.00
			<b>Sub Total Rs:</b>		<b>536,254.00</b>
		.....% above/below on the Schedule of rates (C.S.R 2012)		<b>Rs:</b>	
			<b>Total Rs:</b>		

CONTRACTOR

EXECUTIVE ENGINEER (PROJECTS)  
 SHAH ABDUL LATIF UNIVERSITY,  
 KHAIRPUR

NAME OF WORK:		<b>REMAINING WORK OF EXTERNAL DEVELOPMENT OF SHAHEED BENAZIR BHUTTO CHAIR AT SHAH ABDUL LATIF UNIVERSITY KHAIRPUR.</b>			
		<b>BILL OF QUANTITIES</b>			
PART (C)		<b>ITEMS BASED ON OFFERED RATES (CIVIL WORKS)</b>			
1	2	3	4	5	6
ITEM No.	QTY:	DISCRIPTION OF ITEMS TO BE EXECUTED AT SITE	RATE	UNIT	AMOUNT IN RS:
1.	25 Nos:	Providing and fixing stain less steel letters/figures at the front side of Shaheed Benazir Bhutto Chair of size (12"x7"x2") to specify the name of building as Shaheed Benazir Bhutto Chair nickel plated, polished and fixed with steel nails 5" long etc complete. The rate includes all kinds of labour material and T&P required at site. (M.R)		Each	
2.	30.0 Sft	Providing and fixing polycarbonate sheets of approved make, on structural roofing/sky light structures in shaps as per Architect's drawing. The rate shall include cost of scaffolding, screws, nuts, bolts and all necessary fixtures and fastening etc. complete in all respect as per specifications and as directed by Engineer in-charge (M.R)		P.Sft	
3.	01 No	Supplying & fixing water pumping set with 3 star motor & Javed pump ½ HP 1400 RPM single phase 220 volts 2"x2"x1 ½" suction and delivery upto 40 ft head i/c nuts and bolts as instruction by the Engineer (M.R)		Each	
4.	01 No.	Supplying & fixing water pumping set with 3 star motor & Javed pump 1HP 1400 RPM single phase 220 volts 2"x2"x1 ½" suction and delivery upto 40 ft head i/c nuts and bolts as instruction by the Engineer (M.R)		Each	
			<b>Total Rs:</b>		

CONTRACTOR

EXECUTIVE ENGINEER (PROJECTS)  
SHAH ABDUL LATIF UNIVERSITY,  
KHAIRPUR



Annexure - II

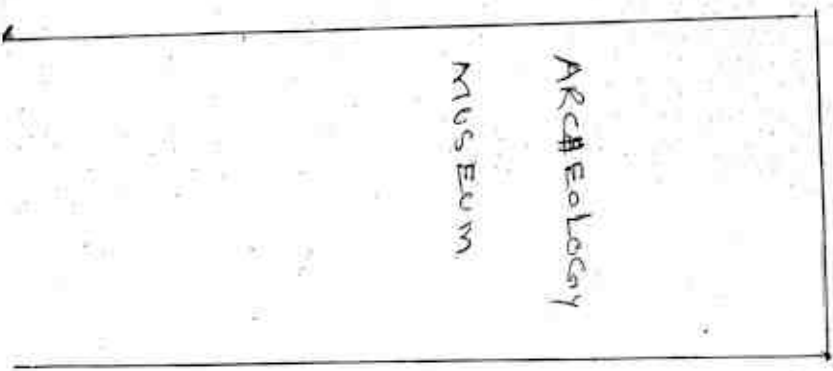
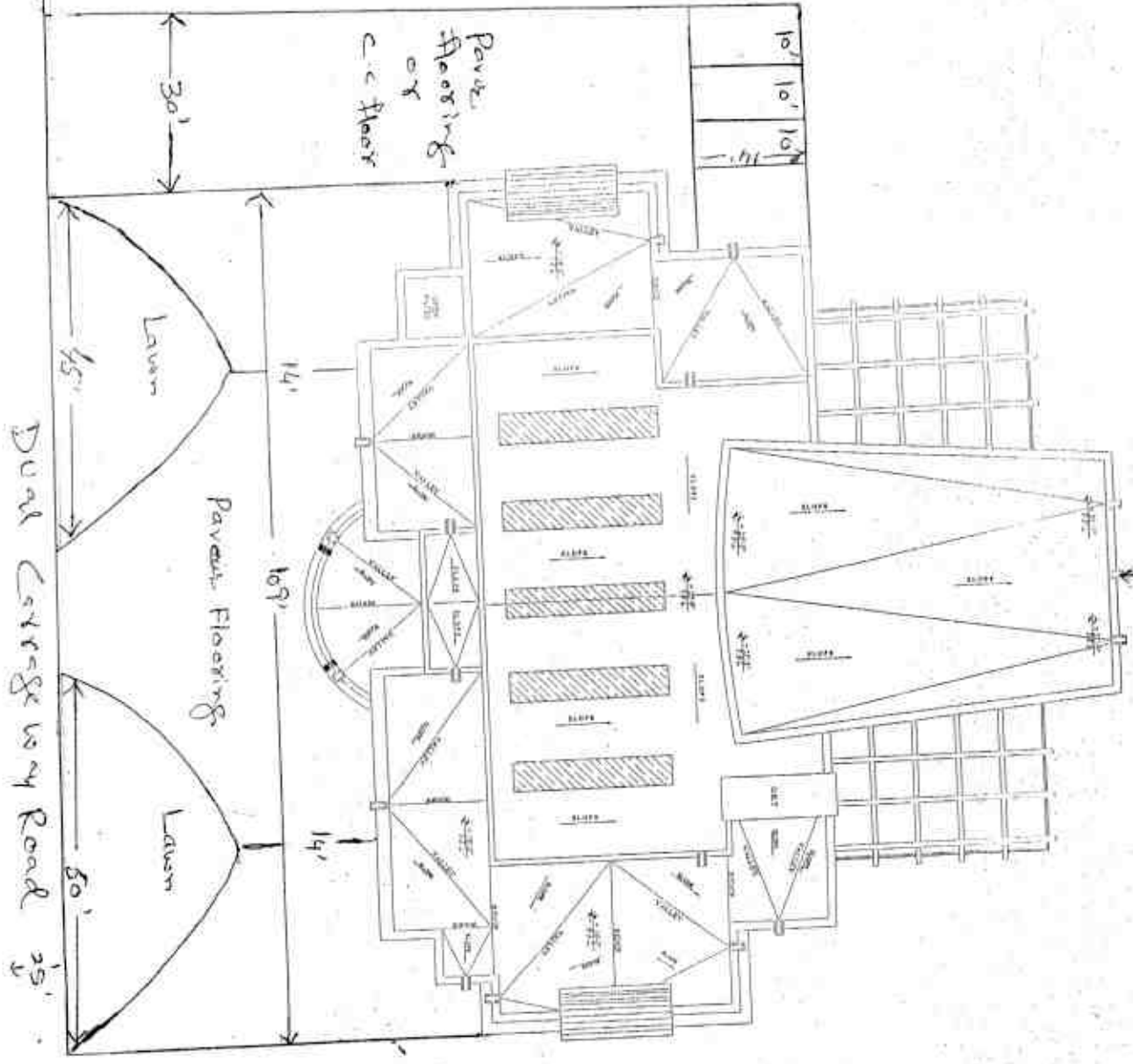
Boundary wall

225'

North Plan

Exhibition Gallery of State of Bengal Institute  
Chhatra Sanshodhan

ARCHAEOLOGY  
MUSEUM






## GENERAL TERMS & CONDITIONS

1. Eligibility conditions for intending participants are as under:-
  - i. Registration with Pakistan Engineering Council in the relevant filled of specialization of work and to the extent of tender amount of each work.
  - ii. Bio data of Engineers and technical staff working with the firm.
  - iii. Documentary evidence of works executed / works in progress and certificate of satisfactory completion of works by the employers.
  - iv. List of works in progress indicating cost of each work and copy of letter or award of work.
  - v. List of machinery and equipment available with documentary evidence of its ownership certificates of Bank showing credit worthiness along with Bank statement.
2. Registration with income Tax department (NTN Certificates) and copy of N.I.C.
3. Under taking on affidavit that firm is not involved in any litigation or abandoned any work in any organization.
4. The bidders should submit earnest money as shown against each work in shape of call deposit prepared from the scheduled bank in the favour of the Executive Engineer.
5. Affidavit to the effect that the Firm/contractor have not been black listed previously by any executing agency.
6. Affidavit with effect that all documents/particulars/information furnished are true & correct.
7. In case of Firm, list of partners/Partnership Deed, giving full particulars of Directors/proprietors or others connected along with Power of Attorney. In case of being sole proprietors such undertaking on affidavit be furnished.
8. In case of works costing below Rs:2.500 (M) the conditions @ S.No.1 will not be applicable.

**Note:-** Standard Form of bidding Document for Procurement of works Harmonized with SPPRA is applicable.

  
Executive Engineer (Projects)  
Shah Abdul Latif University,  
Khairpur.

TECHNICAL SPECIFICATIONS

# TECHNICAL SPECIFICATIONS

## CIVIL WORK

### SCOPE OF WORK

1. EXCAVATION AND BACK FILLING  
As specified in the Bill of Quantities and Book of specifications for executing of works issued by standing Rates Committee Government of Sindh (Chapter No.17)

- 1.1 DISPOSAL OF SURPLUS EARTH AND RUBBISH  
All surplus earth and rubbish shall be disposed off by the Contractor at his cost as directed by the OWNER. The terms of disposal shall include all operations of loading, unloading, stacking, spreading filling depressions, consolidating & ramming in layers not exceeding 12" (300 mm) thickness.

## 2. CONCRETE WORK

### SCOPE OF WORK

The work covered by this section of the specifications consists of furnishing all labour, equipment, appliances and materials and in performing all operations in connection with concrete work complete in strict accordance with the applicable drawing and the specifications set here in and subject to the terms and conditions of the contract.

Electrical / Mechanical poker vibrator of suitable diameter shall be used for vibrating all concrete specially R.C.C. works.

- 2.1 Full cooperation shall be extended to other trades to install embedded items. Embedded items will be inspected and tests for concrete and other materials or for mechanical operations will be completed and approved before concrete is placed.

### 2.2 MATERIALS

i) WATER:

The water shall be free from impurities and fit for drinking purpose.

ii) CEMENT:

In all the R.C.C. structure, sulphate resisting cement (Type V) shall be used upto plinth level.

In super structure ordinary grey Portland cement (local) shall be used.

Use of imported cement is totally forbidden unless approved by the OWNER.

- iii) The Contractor shall provide at his own cost on the site all necessary sheds which shall be perfectly dry and water tight for the storing of cement to be delivered to the works to ensure adequate supplies being available for site work.
- iv) If at any time the OWNER consider that any batch of cement may have deteriorated on site during storage of any reason he will direct that tests shall be made and the batch of cement on the site which may be in question, shall not be used until it has been shown by test to be satisfactory. Any rejected cement shall be removed from the site by the Contractor without delay. Cement reclaimed from cleaning bags or leaking containers shall not be used.
- v) Cement shall be consumed in the sequence of receipt of shipment unless otherwise directed by the OWNER.

### 2.3

#### AGGREGATES

- i) All fine and coarse aggregate to be used shall be supplied from approved source which shall not be changed without permission in writing from the OWNER. Aggregate shall conform to the test requirements of B.S. No. 812 or equivalent ASTM or Pakistan Standard 243:1963.
- ii) Fine aggregate shall be approved sand to be obtained from Bholari or from other approved source and shall be clean sharp, free from clay, earth, vegetable and organic matters, alkaline or acid reactions or other deleterious matter or impurities.
- iii) Fine aggregates shall conform to British Standard specifications B.S. No. 882 and shall be graded as follows:

B.S. Sieve		Percentage (weight) Passing	
No.	(Grading Zone -1)	(Grading Zone - 2)	
3/8" (10mm)	100	100	
3/16" (5mm)	90 - 100	90 - 00	
No. 7	60 - 110	75 - 100	
No. 14	30 - 70	55 - 90	
No. 25	15 - 34	35 - 59	
No. 52	5 - 20	8 - 30	
No. 100	0 - 10	0 - 10	

- iv) Locally available Coarse aggregate shall be crushed stone and shall be clean free from sand, dust, salt, lime, chalk, clay, organic impurities or other deleterious matter.
- v) Coarse aggregate shall conform to the relevant British Standard specifications or ASTM Standard.

- vi) If required, aggregate shall be washed and screened to the satisfaction of the OWNER before use by making proper screening and washing.
- vii) Sieve analysis and other necessary tests of all aggregates shall be carried out as and when required by the OWNER. Sample for such tests shall be taken in the presence of the OWNER.
- viii) All costs in connection with the tests shall be borne by the Contractor.
- ix) All aggregates shall be subject to the approval of the OWNER. Any aggregates not found to the required standard shall be rejected by the OWNER and shall have to be removed from site without any delay. Concrete structures executed with rejected aggregates shall be dismantled and rebuilt and the contractor's expense.

### 3. CLASSIFICATION OF CONCRETE

Classes of concrete to be used in various parts of the works shall be indicated on the drawings and concrete of various grades shall be proportioned as set out in Table-1 appended hereto.

Table-1 showing minimum required compressive strengths of 6 in. x 6 in. x 6 in. (150 x 150 x 150 mm) cubes and minimum quantity of cement required per 100 cubic feet of finished concrete for various mixes and under various conditions.

Class of Concrete	Nominal Mix-Ratio	Min. Qnty Bags per % cft.	Work test Cube strength.	
			p.s.i at 7 days	p.s.i at 28 days
A	1:1:2	30	3553	5076
B	1:1-1/2:3	24	3500	5000
C	1:2:4	17	3038	3750
D	1:3:6	13.5	1000	1500
E	1:4:8	10.0	660	1000

The Mix-Ratio indicated in above table are only as guide line normally these ratios achieve the required strength but may vary due to quality of aggregates available in the area of work. The structural design is based on cube strength after 28 days. Therefore the strength should be achieved by design of mix.

To achieve the required strength is the sole responsibility of the Contractor. No Admixture is recommended for use in concrete for getting the required strength, if any Admixture is recommended by the Laboratory it may be used after approval from The Consultants at the entire RISK AND COST of the Contractor. No extra payment will be made in this regard even if the Admixture is approved by the Consultant.

### 4. PROPORTIONING OF CONCRETE MIXES

All concrete shall be proportioned by volume unless specifically allowed by OWNER. This proportions given in Table-1 above are suitable only when the specific gravities of the aggregate are in the region of 2.5.



The Contractor shall submit to the OWNER proposed mix designs for concrete to be used, based on preliminary laboratory test to determine proportion of cement, aggregate and water in the concrete conforming to the quality and strength requirement specified herein. Preliminary test results of at least three different mixes of each class of concrete with varied water cement ratio shall be submitted. The results of 7 days and 28 days cube tests shall be used to establish the relation between 7 days and 28 days strengths.

The OWNER may make adjustments in the mix for a certain work. Preliminary design of mixes and testing shall be a responsibility of the contractor. The proportions voids in the aggregate shall be controlled and if it exceeds 45%, sand and consequently the cement shall be increased by the contractor without any charge. If the proportion is less than 40%, sand shall be decreased but not the cement.

## 5. WATER CEMENT RATIO

### 5.1 SLUMP TEST

A test of the plasticity and flowability of concrete should be made in the field in presence of Representative of Owner during every concrete operation. The slump cone is a sheet metal (or frustum of a cone) 12" high, 4" in diameter at the top and 8" in diameter at the bottom. After the mixer is fully emptied of a batch, the cone is filled in three layers, roding each layer 25 times with a 5/8" dia bullet pointed rod. The cone is then lifted and the slump is measured. The height of the pile will be less than 12". The allowable slump is generally defined in specifications.

### 5.2 MIXIMUM ALLOWABLE WATER CONTENT

All concrete specimens shall be made, cured and tested in accordance with British Standard or ASTM Standard. A curve representing the relation between the water content and the average 28 days compressive strength earlier strength at which the concrete is to receive its full working load shall be established for a range of value including all the compressive strength shown on the Plans. The curve shall be established by at least four points, each point representing average values for at least four test specimens. The maximum allowable water content for the concrete shall be as determined from this curve and shall correspond to a strength 15% greater than indicated on the plans. The slump for concrete shall be minimum of 1" (25mm) and a maximum of 2-1/2" (75 mm) provided the requisite strength is obtained. Corrective additions to remedy deficiencies in aggregate gradations shall be used only with the written approval of the OWNER. When such permissions are permitted the material shall be measured separately for each batch of concrete.

## 6. SAMPLES AND TESTING

### 6.1 GENERAL

Test cubes concrete shall be provided and stored by the Contractor as and when directed by the OWNER. Test cubes shall be tested by the approved laboratory and the contractor shall bear the charges for the same.

6.2 Cement shall be tested as prescribed in British Standard or ASTM Standard, at the cost of Contractor.

### 6.3 AGGREGATES

Aggregates shall be tested at Contractor's cost as prescribed in British Standard 812. In additions, fine aggregates shall be tested for organic impurities in conformity with B.S. 812 or equal ASTM Standard.

The Contractor shall submit to the OWNER proposed mix designs for concrete to be used, based on preliminary laboratory test to determine proportion of cement, aggregate and water in the concrete conforming to the quality and strength requirement specified herein. Preliminary test results of at least three different mixes of each class of concrete with varied water cement ratio shall be submitted. The results of 7 days and 28 days cube tests shall be used to establish the relation between 7 days and 28 days strengths.

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6.4

#### TESTING OF CONCRETE

- a) All test cubes shall be 6 x 6 x 6 inch (150 x 150 x 150 mm) size.
- b) Specimens shall be cured under laboratory conditions except that the OWNER may require curing under field conditions.
- c) Three cubes of the set shall be tested at 7 (seven) days and 3 (three) shall be tested at 28 days or at such ages as directed by the OWNER.
- d) All cube moulds shall be steel moulds perfectly true having all internal and the meeting faces machined to smooth surface as approved by the OWNER.
- e) If the strength tests of the laboratory controlled specimens for any portion of the work falls below the minimum allowable compressive strength at 28 days required for the class of concrete used in that portion the OWNER shall have the right to order replacement of the affected work.

6.5

#### PLACING CONCRETE

- i) All concrete shall be thoroughly compacted and consolidated by means of pneumatic mechanical or electrical vibrators or other approved compacting method. Care shall be taken to avoid segregation due to excessive vibration and placing / dropping of concrete from a height of more than 7' - 0". The contractor shall maintain on site at all times one or more stand-by vibrators. Compaction shall be done until the whole mass assumes a jelly like appearance and consistency, with the water just appearing on the surface. Concrete shall be sufficiently tamped and consolidated around the steel rods, care be taken that the vibrator does not as such touch steel or form work.
- ii) Hardened concrete, debris and foreign materials shall be removed from interior of forms and from inner surface of mixing and conveying equipments.
- iii) Constructions joints in concrete shall only be given at location indicated in the drawings or as approved by the OWNER. At the end of the day's work the concrete shall be finished off against a temporary shutter stop which shall be vertical and securely fixed.
- iv) Should any part of the exposed surface present a rough uneven or imperfect appearance when shuttering is removed, it shall be picked out to the such depth and refilled and properly resurfaced as per directions of the OWNER.
- v) Whole work is to be smooth, pleasing and to the entire satisfaction of the OWNER.

## 7. FORM WORK

### 7.1 GENERAL

The form work shall be inclusive of all labour, material, workmanship and alike. All formwork and supports thereto shall be designed by the contractor and relevant drawings shall be submitted to the OWNER for approval before the work is put in hand. Such an approval shall not relieve the contractor for all the obligations of the contract or give rise to any claims.

### 7.2 FORM WORK NOT TO INTEREFERE AND INJURE WORK.

The form work shall be so designed and arranged as not be unduly interfere with concrete, during its placing, and easy to be removed without injuring the finished concrete edges, clamps, bolts and tie rods shall be used, when permitted and where practicable, in making the form work rigid and in holding it to true position.

### 7.3 OPENINGS IN FORM WORK.

Wherever the concreting is required to be carried out within forms of considerable depths, temporary openings in the side of the form shall be provided to facilitate the pouring and consolidation of the concrete. Small temporary openings shall be provided at the bottom of all forms to permit the removal of rubbish etc.

### 7.4 OPENINGS IN THE STRUCTURE AND OTHER DETAILS.

Provisions shall be kept in the form work for openings such as recesses, holes, packets, fillets etc. for housing services and other architectural details in the finished concrete or on its surface and edges as shown on drawings or as directed by the OWNER to fix all necessary inserts, dowels pipe, holdfast, etc. as shown on drawings or as directed.

### 7.5 JOINTS IN FORM WORK.

All joints in the form work shall be sufficiently water tight to prevent undue leakage or cement slurry from concrete surface not to be exposed in the finished work. The joints in the form work for all concrete surfaces to be exposed in the finished work shall be water tight jointed and perfectly smooth so as not to allow any leakage of the cement slurry from the concrete.

### 7.6 TREATMENT AFTER REMOVAL OF FORMS

All honey combing or other irregularities are to be properly made good upon the removal of the form work and the surface made good to the satisfaction of the OWNER. All such defects must be inspected by the OWNER before carrying out any remedial work.

### 7.7

No form work shall be measured and paid for separately and shall be deemed to be included in the units price of Concrete whether cast-in-situ or pre-cast and subsequently fixed in position.

8. CLEARING AND REMOVAL OF RUBBISH

On completion of works herein the contractor shall remove all concrete debris, rubbish, shuttering materials, scraps etc. from the vicinity of the structures completed. All areas shall be cleaned to the satisfaction and approval of the OWNER.

9. REINFORCEMENT STEEL

9.1 SCOPE OF WORK

The work covered by this section of the specifications consists of furnishing all materials, tools, labours and in performing all operations in connection with providing, straightening, cutting, bending, binding and fixing in strict accordance with this section of specifications, the applicable drawings, bar bending schedule, (to be prepared by the CONTRACTOR as per terms and conditions of the contract).

The cost of laps, hooks, bends, u-bends, chairs, pins, spacer blocks and binding wire should be included in unit rate of steel. No claim for any extra payment in this regard will be entertained.

9.2 MATERIALS:

- i) Reinforcing steel to be new billet stock of mild steel as specified on the drawings and shall conform to British Standard Specifications or equivalent ASTM or Pakistan Standard.
- ii) The Contractor shall furnish to the OWNER, Manufacturer's mills certificate to guarantee that steel meets the standard, specifications, requirements and minimum certified yield stresses as follows:

ALL REINFORCEMENT STEEL SHALL CONFORM TO ASTM A-615

YIELD STRENGTH	60,000 Psi
ELONGATION	14 %

9.3 All steel to be true to the standard specifications with regard to bendability specifically the hard grade deformed bars under  $\frac{3}{4}$ " shall be capable of being bent 4 times its own diameter without fractures or injury of any kind. In case of deformed bars  $\frac{3}{4}$ " and 1-1/8" above round a bar of 6. times its own diameter.

9.4 18 guage annealed wire shall be used for binding the steel reinforcement.

9.5 Samples shall be tested for above specifications in an approved laboratory when required by the OWNER and all costs of such tests shall be borne by the Contractor.

## 10. BRICK MASONRY

### 10.1 SCOPE OF WORK

The work covered under this section of specifications consists of furnishing all labour, material tools and plants for the satisfactory completion of the works in accordance with the drawings as specified herein and subject to the terms and conditions of the contract.

### 10.2 GENERAL

Each finished brick shall be of first class quality and shall not be less than 3" x 4½" x 9" in size and shall have a ¼" deep frog on the upper face. All the bricks shall be regular, of homogenous texture uniform in shape and size with sharp and square arises, parallel faces and deep red colour may vary by 1/8" from the standard size. When struck, they should give a clear ringing sound. They shall not absorb more than 1/6<sup>th</sup> of their weight of water after being soaked for one hour, and shall show no sign of effervescence on drying. A good brick should not break when struck against another brick or when dropped flat from a height of 3'-0" to 4'-0" on the ground. It should have a surface so hard that it cannot be scratched by finger nail. The average compressive strength of five representative bricks shall not be less than 1,800 P.S.I.

### 10.3 EXECUTION

- a) Unless otherwise specified, bricks shall be laid in English Bond with the frogs upwards. Each brick shall be set with both bed and vertical joints filled with mortar and thoroughly bedded in by tapping with handles of the trowel. No half bricks or bats shall be used except where necessary to complete the Bond. Simple lipping with mortar at the edges shall not be permitted.
- b) All bricks work shall be taken up truly plumb and should be so done with a plumb and straight edge.
- c) Brick work shall be carried up all round at the same height and during construction one part of wall should not be more than 3'-0" higher than any other part.

- d) Brick work constructed shall be of best standard of workmanship obtainable and objectionable offsets in the brick work shall be removed by and at the expense of the contractor.
- e) Each course in the wall after being laid should be properly grouted to fill all of the voids in the area. The grout should be fluid enough to perform this function.

## 11. PLASTERING

The work covered under this section of specifications consists of furnishing all labour, material, tools and plants for the satisfactory completion of the work in accordance with the drawings as specified herein and the terms and conditions of the contract.

- a) The joints of brick masonry which is to be plastered shall have  $\frac{1}{4}$ " deep grooved joint which should be raked before the mortar sets each day.
- b) The concrete surface to receive plaster shall be properly roughened.
- c) The Plaster shall be made to a true line and plumb and a straight edge not less than 10'-0" in length. All horizontal lines and surfaces shall be made with a level and all jambs and corners with a plumb bob as the work proceeds. The plaster shall be finished perfectly smooth else or otherwise instructed and shall be without wavy surface. The edges and corners shall be rounded or chamfered as instructed by the OWNER.
- d) DURACRETE Polypropylene Fiber should be mixed in the mortar @ 100 gms per cement bag as directed by Engineer Incharge.

## 12. GLAZED, MATT FINISH WALL AND FLOOR TILES

### 12.1 GENERAL

The contractor shall supply and fix tiles as described in B.O.Q.

### 12.2 LAYING

- i) All tiles should be soaked in water before laying in sufficient quantity to complete a days work.
- ii) All tiles shall be set in bed of cement sand mortar to its correct level and line the mortar shall be evenly spread on the full bottom of tiles.
- iii) Joints shall be grouted with white cement mixed with matching colour of tiles as approved by the Engineer Incharge.



### 13. TERRA AND MARBLE TILES

#### 13.1 GENERAL

- a) The contractor shall submit samples of Marble Tiles for flooring and dado required in various locations. The finished floors and dados shall confirm in all respects to the characteristics of approved sample by the OWNER.
- b) Marble tiles shall be of first quality, free from cracks chips or any other defects and shall be uniform in tone and colour, as selected by OWNER. Terra Tiles should be 3/4" thick and Marble Tiles be 3/8" thick, on floors and 1/4" thick on steps of staircases where specified.

#### 13.2 LAYING

- i) Immediately prior to laying the tiles will be checked the lot and rejected tiles be replaced.
- ii) All Tiles shall be set in bed of cement / sand mortar to their correct lines and level and the mortar shall be spread evenly on the full bottom of tiles.
- iii) All Tiles should be set without joints (Butt joints) as approved by the OWNER.
- iv) Terra Tiles should be pre-polished and Marble Tiles be finished with chemical polish.

### 14. CARPENTARY, JOINERY AND HARDWARE

#### 14.1 SCOPE OF WORK

The work covered by this section of the specifications consists of furnishing all plant, labour, equipment, appliances and materials and in performing all operations in connection with fabrication and installation of shelves, cupboards paneling, doors / windows frames, shutters etc. as per size, thickness, dimension and details shown on the working drawings, compete schedule of Doors and Windows in strict accordance with this section of the specification and the applicable drawings, finishing schedule, instructions of the Engineer.

#### 14.2 MATERIALS, FITTINGS & SAMPLES

##### (i) SOFT WOOD

The timber of trees belonging to the botanical group Gymnosperms, commercial timber deodar of this group, with best quality shall be used.

##### (ii) PLYWOOD

Shall comply in all respects with B.S.S. 1455: 1948. The plywood shall only be obtained from approved manufactures.

The plywood used for doors, paneling and the like shall be of the thickness as specified. The grade shall be first quality. The face and back shall be free from end-joints, dead-knots, overlaps, patches and other defects. Edge joints in veneers shall be well made. Isolated pinworm holes shall be permitted provided they do not run along with plane of the veneer. The face and back shall be free smooth for painting or polishing.

(iii) TEAK VENEER BOARD

Shall be first quality obtained from the manufacture approved by the OWNER.

14.3 HARDWARE AND FITTINGS

Hardware and fittings shall be heavy duty hardware of approved quality and manufacture otherwise mentioned in the drawings and Bill of Quantities.

14.4(i) LOCKS AND DOOR CLOSER

Shall be of the best quality available from the approved manufacturers according to the Samples approved by the OWNER.

(ii) HINGES

Shall of best quality (local) heavy duty steel hinges 3" (75 mm) in windows, 4" (100 mm) in single leaf doors and 5" (125 mm) in Main door every leaf should have 4 hinges fixed with steel screws.

(iii) All other fittings shall be best quality available from approved manufacturer. Samples shall be submitted to the OWNER, for his approval. Cost of hardware shall be included in item of door and no separate payment will be made.

(iv) HARDWARE-SCHEDULE

Each flush door shutter shall be furnished with the following.

- Best quality (aluminum or bronze) Mortice lock / knobset (local)-1 No.
- Tower-blots 8" (200 mm) long chromium plated / Aluminum (local)-2 Nos. Door closers (Japan) of approved Manufacturer where directed by the Engineer-1 No.
- Kick-plates / push plates of stainless steel 6" x 1/8" (150 mm x 3mm) where directed by the Engineer-both sides. All material will be best quality as approved / specified by the owner of the time of installation.



#### 14.5 WOOD TREATMENTS

In addition to the prior seasoning treatment of timbers, ceilings frame joints, purlins, planks, all the door frames, furring strips blocking grounds, nailing strips in contact with concrete or masonry or wood or other materials, shall first be treated with the pesticides designated in relevant section on Termite control of these specifications and then with solignum or equally approved material in accordance with manufacturers / OWNER'S instructions.

#### 14.6 FLUSH DOORS

Flush doors shall be solid cored as per description in Bill of Quantities covered on both side with commercial ply or Teak veneered block board as specified in drawing. The doors shall be lipped and edges fitted and hung to the frames. The flush door shall be obtained from the source approved by the OWNER and shall be of uniform quality and texture.

#### 14.7 FABRICATION

- (a) The contractor shall perform all necessary groovings, notching, tonguening, housing, rebating and all other work necessary for the correct jointings. The contractor shall also provide all metal plates, screws, nails and other fixing that may be necessary for the proper execution of the joinery work specified. The contractor shall also required to carry out all works necessary for the proper construction of all framings, etc. and for their support and fixing in the building. All wood work shall be approved and initialed by the OWNER or Engineer before being fixed in position.
- (b) Any joinery which may show signs of defects arising from the unsound materials or defective workmanship before the expiry of the maintenance period shall be cut out and replace at contractor's own expense.
- (c) All hold-fast are to be cut to size and shall be 1/8" thick M.S. flat iron as shown on the drawing.
- (d) Solid wood frames as per BOQ or as shown on drawing are to be prepared with posts tenoned with the beads or as shown on the drawings.
- (e) The shutters will be fixed to the frames with approved quality fittings. The frames will be secured with wrought iron clamps.
- (f) All doors and windows shutters shall be fabricated in workman like manner in accordance with the drawings or as directed by the Engineer.
- (g) All articles of ironmongery to be soundly and strongly made well finished and equal in quality to first grade articles of approved manufacturers.
- (h) Steel fittings are to be furnished and oxidized on exposed surfaces. Aluminum fittings are to be anodized on exposed surfaces. Aluminum fittings are to be the best quality of their kind and shall have a base coat of brass or copper.

- (i) Locks, or knob sets, handles, heavy handles etc. shall be as per specified and approved by the OWNER.
- (j) Paint and Polish shall be carried out as specified in relevant section.
- (k) Anti-termite treatment of approved quality shall be applied to frames on the surface in contact with earth, or wall etc. as per directions of Engineer. Contractor's rates in BOQ for doors, windows shelves etc. shall include this item and no additional payment shall be made.
- (l) (i) Three coats of Enamel paint should be applied on all wood work after preparing all surfaces.
- (ii) Three coats of Enamel paint on all steel works over priming coat of Red oxide.

#### 14.8 SHOP DRAWINGS AND SAMPLES

The contractor should submit the shop drawings for the approval of OWNER or should submit sample of one complete door and window for approval of the Owner.

#### 15. ALUMINIUM WINDOWS AND VENTILATORS

##### 15.1 SCOPE OF WORK

The work covered by this section of the specifications. Consist of furnishing all plant, labour, equipment, appliance and materials in performing all operations in connection with fabrication and fixing of windows and ventilators as per size, thickness, dimension and details shown in working drawings.

##### 15.2 MATERIAL FITTINGS AND ACCESSORIES

All sections of windows and ventilators should be of Pakistan Cables or equivalent and approved box section including the following fittings and accessories:

- |    |   |                            |
|----|---|----------------------------|
| 1. | 5mm thick Pakistan tinted float glass.      |                            |
| 2. | Adjustable Rollers / Wheels manufactured by | MATEX-Japan or equivalent. |
| 3. | Handles / Latches manufactured by           | MECO Taiwan or equivalent. |
| 4. | American Flyscreen                          | "OPAL" Brand.              |

Including best quality gaskets, felts, screws, rivets and all other items not indicated above but required for proper functioning of all windows and ventilators. The windows and ventilators should be total fly-proof even when open.

##### 15.3 SHOP DRAWINGS AND SAMPLES

The Contractor should submit the shop drawing for the approval of the Consultants, should also submit a sample of sections and one complete window for the approval of Consultant / Owner.

## 16. GLAZING

### 16.1 SCOPE OF WORK

The work covered under this section of specifications consists of furnishing all labour material, tools and plants and performing all operations in connection with fixing of the glass to the doors windows, skylights etc in accordance with the drawings, as specified herein and subject to the terms and conditions of the contract.

### 16.2 GENERAL

- (a) Size of glass indicated on drawings are only approximate actual sizes required shall be determined by measuring all panels. Glass shall be without wave, distortion or bulbs.
- (b) For wooden Doors and Windows, where provided, glass shall be secured in place with Deodar wood beading.
- (c) All glass shall be of manufacture and quality approved by the OWNER or Engineer. 5 mm thick glass should be used in Aluminum windows and ventilators.

### 16.3 ACCEPTANCE

Glass shall be protected against damage. After inspection any labels, paint smears and the glass shall be washed clean on both sides. Damaged or broken glasses shall be removed and replaced with new ones before acceptance at no additional cost.

## 17. BITUMEN COATING

Unless otherwise specified, all concrete work in contact with earth up to plinth level shall be given an application of hot bitumen "PB-4" at the rate of 7.5 kg per 10 sq.m ensuring that no holes / patches are left out. Bitumen shall be applied after ensuring that the concrete has been cured and dried. Back-filling of earth in foundation upto plinth (if specified on drawings) shall only be carried out after the application of bitumen coat as specified herein and / or as directed by the OWNER, if shown on the drawings.

## 18. POLYTHENE SHEETS

0.5 mm thick Polythene sheet should be laid on all compacted floors before casting concrete with minimum laps of 6".

## 19. DAMP PROOF SHEETS

According to thickness of wall (as per drag) Bitumen felt (2 ply) should be laid on plinth beams under Masonry to serve as D.P.C.

## 20. PAINTING AND FINISHING

### 20.1 SCOPE OF WORK

The work covered in this section of the specifications consists of furnishing all plants, labour, equipment, appliances and materials and in performing all operations in connection with protective and general painting and finishing complete in strict accordance with this section of the specifications and applicable drawings and subject to the terms and conditions of the contract.

### 20.2 GENERAL

The terms "Paints" as used herein means enamel paints Emulsion Paint, primers, colour washes, chalk washes etc. All colours shall be subject to the approval of the Owner.

20.3 All Paints shall be of first class quality product made by an approved manufacturer ICI or equivalent approved and shall conform to the requirements of current British Standards specifications or ASTM standards.

20.4 All colours and shades shall be as directed by the Owner. The colour of each coat of paint shall not be of a different shade from the following coat.

### 21. COOPERATION WITH OTHER TRADES

21.1 All work under this section shall be coordinated with the work to be done as specified under other sections of the specifications.

21.2 The contractor shall drill, tap, cut and fit the work included herein as required, to accommodate work of other trades in conjunctions with it.

### 22. SAMPLE

Samples of materials specified shall be submitted for approval when required by the Owner.

# SPECIFICATION (Water Supply & Sewerage Work)

## SEWERAGE SYSTEM

### 1. U.P.V.C. PIPING

The pipe to be used shall be "Nikasi" local made Dadex or approved equivalent the fittings like tee, bends etc. It shall be jointed with solvent / special adhesive. The lines shall be smoke tested before concealing.

### 2. FLOOR DRAIN

Cast iron floor traps / P. Traps with deep seal shall be used for floor drain. It should be made water tight while embedding in floor and open-able jali / grating of UPVC 6"x6" shall be provided.

### 3. GULLY TRAPS

Cast iron gully traps shall be provided out side the building to receive toilets waste water prior to its discharge in the manholes. The gully trap chamber shall be made in bricks masonry (size 12" x 12" x 12" inside) provided with C. I. cover and frame not less than 8" x 8". It should be cement plastered from inside and out side with 1:3 cement mortar.

### 4. MANHOLES

It should be constructed with burnt brick 9" thick wall over C.C. 1:4:8 bed 4" and C.C. 1:2:4 benching provided with C.I. cover and frame double seal not less than 1.75 Cwt (88.95 kg). weight embedded in C.C. 1:2:4 top slab i/c ½" thick cement plaster 1:3 inside (size of manhole 24" x 24" x 3'-6" Max) all complete as shown in drawing and instructions of site incharge.

### 5. SANITARY WARES

Indian W.C. (ORRISA type) shall be provided with earthen ware P. trap and flushing tank with flush pipe etc. the unit shall be of KARAM Cera of prime quality or its equivalent as approved, placed over a base of sand cushion.

### 6. EUROPEAN TYPE W.C.

It should be Karam Cera or equal approved prime quality with coupled flushing cistern with bacolite / plastic seat and cover.

### 7. URINAL

It should be Karam Cera or equal & approved prime quality with C.P. spreader, waste and bottle trap of Master or Baig or equivalent approved.



8. KITCHEN SINK

It should be good quality stainless steel sink with one bowl and draining board 60 inches long provided with C.P. waste bottle trap wall mounted sink mixer of Master or Baig or equivalent approved.

9. WASH BASIN WITH PEDESTAL

It should be Karam Cera or equivalent approved prime quality basin with pedestal, provided with C.P. waste bottle trap, mixer tap Master or Baig as approved.

WATER SUPPLY

1. HOT & COLD WATER SUPPLY LINES

POLYDEX pipes and fittings (PPR) manufactured by Dadex Eternit Ltd. or equivalent approved shall be used with approved fittings like tee, bends etc. it should be tested to a pressure of 150 psi before concealing. Proper clamps and supports should also be provided as and where necessary.

2. BIB COCK AND T-STOP COCK

Sanitary fittings should preferably be of Masters, or equivalent and approved.