Office of the Executive Engineer, Lower Pinyari Division Sujawal

Phone No: 0298-510421

No: TC/G-55 / 1074 /2015 Dated: 28 / 12 /2015

To,

1. Sardar Mohammad Ashrad D Baluch (Pvt) Ltd

2. M/s Hafiz Rabnawaz & Co

3. M/s Sher Muhammad Mugheri & Co

4. M/s Haji Muhkumuddin Solangi

NOTICE INVITING SEALED BIDS FROM PREQUALIFIED CONTRACTORS / FIRMS

The Chief Engineer Irrigation Kotri Barrage Hyderabad vide his office letter S-151/W-4/Preq: Notify/LPD/2015/2595, dated 13-11-2015 has declared you are prequalified Contractors / Firms to offer your bids for the Non ADP Work as shown below:-

S.No.	Name of Work	Estimated Cost in Million Rs.
1.	Construction Of Stone Spurs, Construction Of Trench Bund Mile 43/2 To 44/2 At Munarki, Recouping Of Apron Between Studs And Spurs, Construction Of Drain	Rs. 3192.176
	With Pumping Station, Construction Of Road	

- 1. The blank bidding forms of Rs. 10,000/- each (Non Refundable) can be received from the office of the undersigned during office hours up to 12-01-2016 at 12.00 hours.
- 2. Earnest Money 2% of the bid cost in shape of Call Deposit shall be attached with the bids
- 3. The conditional bids will not be entertained
- 4. The bids will be received back up 14.00 hours on 12-01-2016 and will be opened on the same day at 15.00 hours in the presence of bidders or their representative who wish to be present in the office of the Superintending Engineer Pinyari Circle B. No. 47 Civil Lines Hyderabad.
- 5. The Estimates, Plan and specifications of above work can be seen in the office of undersigned on any working day during office hours.

6. Late submission of the bids shall not be accepted at any cost.

(Ghulam Mohiuddin Mughal)

Executive Engineer Lower Pinyari Division, Sujawal

Copy forwarded with compliments to:

- 1. The PS to Honourable Minister Irrigation Department Government of Sindh Karachi
- 2. The Secretary Irrigation Department Government of Sindh Karachi
- 3. The Chief Engineer Irrigation Kotri Barrage Hyderabad
- 4. The Superintending Engineer Pinyari Circle Hyderabad
- 5. The Managing Director Sindh Public Procurement Regulatory Authority Government of Sindh Karachi with request to hoist this NIT and bid document on Authority's website
 - 6. Copy to Notice Board



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Executive Engineer Lower Pinyari Division, Sujawal

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- 5. The Managing Director Sindh Public Procurement Regulatory Authority Government of Sindh Karachi with request to hoist this NIT and bid document on Authority's website.
 - 6. Copy to Notice Board

INVITATION FOR BIDS

(4) NOTICE INVITING TENDERS

					Date:	
	Fed	eral/Provincial/Loc	cal Governmen	t Funds/ Loans / Gi	rant No:	
					teference No:	
1.	The					(the
			received/	applied for loa		
	(Name of Fund	ling Agency/GOP/Pro	vincial Governme	ent/Any Other) (Name	of Project/Schemo	e)
	and it is int	ended that part o	of the proceed contract for	ls of the loan/granthe	nt/funds will b	be applied to
				(Brief o	description of the	Works)
	Bidding is	open to all intere	sted bidders.			
2.	Procuring a	agency invites se	aled bids fro	m interested firm	is or persons	licensed by the
Pakis	stan Engineer	ing Council (PE	C) in the cat	egory or	above for the	e works and ir
discip	pline	and registered w	vith relevant	tax authorities. A	foreign bidd	er is entitled to
bid o	nly in a joint	venture with a Pa	akistani Firm	in accordance w	ith the relevar	nt provisions of
	bye-laws.					-
3.	Bidders ma	ıy obtain informa	ition by acqu	iring the bidding	documents (B	3D) from the
	Office of	the procuring ag	gency, up to	(Insert the d	date and time	e) at
				(Mailing Addre	:ss)	
4.	A complete	set of PD may	ha purahaga	d by an interested	d hidder on a	uhmission of s
				payment of a nor		
			•	payment of a nor	i-refulidable i	ee 01
KS. –	(Ing.	ert Amount)	•			
5			ed by a bid s	ecurity in the amo	ount of Rs	
٥.				_) or an equiv		
conve	ertible	currency,	and		be	delivered
to					00	denvered
10	(Indicate A	ddress and Exact	Location)			
				(Data) Dida w	لدوسوسو وطالك	at have
.1	at or before	nours, on	1.1.1	_ (Date). Bids w	ili be opened	atnours
	-	-	_	resentatives who	choose to atte	ind at the same
	`	address and exact		,		
6.	~	~ .	right to anni	ıl the bidding pr	ocess and rej	ect all blus or
propo	sals, as per S	PP Rules 2010.				

[Note: the bids shall be opened not later than one hour after the deadline for submission of bids]

INSTRUCTIONS TO BIDDERS

INSTRUCTIONS TO BIDDERS

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

A. GENERAL

IB.1 Scope of Bid

- 1:1 Procuring agency as defined in the bidding data hereinafter called "the !agency" wishes to receive bids for the construction and completion of works as described in these bidding documents, and summarized in the bidding data hereinafter referred to as the "Works".
- 1.2 The successful bidder will be expected to complete the works within the time specified in Appendix-A to Bid.

IB.2 Source of Funds

2.1 The Government of Sindh allocated fund for this scheme (ADP NO. 1234) in Annual development Program for the year 2014-15. The Government is administrative approve vide No.

IB.3 Eligible Bidders

- 3.1 This Invitation for Bids is open to all Pre-qualified Contractors/firm who are Pre-qualified by Chief Engineer Irrigation Kotri Barrage Hyderabad vide Notification N0. S-151/W-4/L.P.D/P.Q/2015/938 dated 13-04-2015 and the criteria given in the Notice Inviting Tender (NIT)/ Bidding Document.
 - (a) Bidders may be excluded if;
- (i) a Contractor/firm is blacklisted/ debarred by the procuring agency and the matter has been reported to the Authority, subject to Rule 30 of Sindh Public Procurement Rules 2010.
- (ii) a Contractor/firm disqualified for particular project/scheme.
- (b) Bidders are:-
- (i) pre-qualified with procuring agency for particular project/scheme;
- (ii) Registered with Pakistan Engineering Council in particular category and discipline,
- (iii) Registered with relevant tax authorities (income/sales tax, wherever applicable)

11.3 Bidders shall also submit proposals of work methods and schedule, in sufficient detail to demonstrate the adequacy of the bidders' proposals to meet the technical specifications and the completion time referred to sub- clause IB 1.2 hereof.

IB.12 Bid Prices

- Unless stated otherwise in the bidding documents, the contract shall be for the whole of the works as described in IB 1.1 hereof, based on the unit rates or prices submitted by the bidder or percentage quoted above or below on the rates of Composite Schedule of Rates (CSR), as the case may be.
- 12.2 The bidders shall fill in rates and prices for all items of the works described in the Bill of Quantities. Items against which no rate or price is entered by a bidder will not be paid for by the procuring agency when executed and shall be deemed to be covered by rates and prices for other items in the Bill of Quantities. In case of Composite Schedule of Rates, if the bidder fails to mention the percentage above or below, it shall be deemed to be at par with the rates of Composite Schedule of Rates.
- 12.3 The bid price submitted by the contractor shall include all rates and prices including the taxes. All duties, taxes and other levies payable by the contractor under the contract, or for any other cause during the currency of the execution of the work or otherwise specified in the contract as on the date seven days prior to the deadline for submission of bids.
 - Additional / reduced duties, taxes and levies due to subsequent additions or changes in legislation shall be reimbursed / deducted as per Sub-Clause 13.7 of the General Conditions of Contract Part-I.
- 12.4 The rates and prices quoted by the bidders are subject to adjustment during the performance of the contract in accordance with the provisions of Clause 13.7of GCC. The bidders shall furnish the prescribed information for the price adjustment formulae in Appendix-C to Bid, and shall submit with their bids such other supporting information as required under the said Clause. Adjustment in prices quoted by bidders shall be allowed as per Sub-Para 4(ii) of Section C of Instructions to bidders and bidding data.

IB.13 Currencies of Bid and Payment

- 13.1 The unit rates and the prices shall be quoted by the bidder entirely in Pak rupees. A bidder expecting to incur expenditures in other currencies for inputs to the works supplied from outside the procuring agency's country (referred to as the "Foreign Currency Requirements") shall indicate the same in Appendix-B to Bid. The proportion of the bid price (excluding Provisional Sums) needed by him for the payment of such Foreign Currency Requirements either
 - (i) Entirely in the currency of the bidder's home country or,
 - (ii) At the bidder's option, entirely in Pak rupees provided always that a bidder expecting to incur expenditures in a currency or currencies other than those stated in (i) and (ii) above for a portion of the foreign currency requirements, and wishing to be paid accordingly, shall indicate the respective portions in the bid.
- 13.2 The rates of exchange to be used by the bidder for currency conversion shall be the selling rates published and authorized by the State Bank of Pakistan prevailing on the

criteria set out in the prequalification documents, which as a minimum, would include the following:

- (i) Evidence of access to financial resources along with average annual construction turnover;
- (ii) Financial predictions for the current year and the following two years, including the effect of known commitments;
- (iii) Work commitments since prequalification;
- (iv) Current litigation information; and
- (v) Availability of critical equipment.
- Bids submitted by a joint venture of two (2) or more firms shall comply with the following requirements:
- (a) One of the joint venture partners shall be nominated as being in charge; and this authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the joint venture partners;
- (b) the bid, and in case of a successful bid, the Form of Contract Agreement shall be signed by the authorized partner so as to be legally binding on all partners;
- (c) the partner-in-charge shall always be duly authorized to deal with the procuring agency regarding all matters related with and/or incidental to the execution of works as per the terms and Conditions of Contract and in this regard to incur any and all liabilities, receive instructions, give binding undertakings and receive payments on behalf of the joint venture;
- (d) all partners of the joint venture shall at all times and under all circumstances be liable jointly and severally for the execution of the contract in accordance with the contract terms and a statement to this effect shall be included in the authorization mentioned under Sub-Para (a) above as well as in the Form of Bid and in the Form of Contract Agreement (in case of a successful bid);
- (e) a copy of the agreement entered into by the joint venture partners shall be submitted with the bid stating the conditions under which it will function, its period of duration, the persons authorized to represent and obligate it and which persons will be directly responsible for due performance of the contract and can give valid receipts on behalf of the joint venture, the proportionate participation of the several firms forming the joint venture, and any other information necessary to permit a full appraisal of its functioning. No amendments / modifications whatsoever in the joint venture agreement shall be agreed to between the joint venture partners without prior written consent of the procuring agency;
- (f) Submission of an alternative Letter of Intent to execute a Joint Venture Agreement shall be mandatory.

7.2 The bidders are expected to examine carefully the contents of all the above documents. Failure to comply with the requirements of bid submission will be at the bidder's own risk. Pursuant to Clause IB.26, bids which are not substantially responsive to the requirements of the BD will be rejected.

IB.8 Clarification of Bidding Documents (SSP RULE 23(1)):

Any interested bidder requiring any clarification(s) in respect of the bidding documents may notify the procuring agency in writing at the procuring agency's address indicated in the Invitation for Bids/NIT. Procuring agency will respond to any request for clarification provided they are received at least five calendar days prior to the date of opening of bid.

Provided that any clarification in response to query by any bidder; shall be communicated to all parties who have obtained bidding documents.

IB.9 Addendum/Modification of Bidding Documents:

- 9.1 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.
- 9.2 Any addendum thus issued shall be part of the bidding documents pursuant to subclause IB 7.1 hereof and shall be communicated in writing to all bidders. Interested bidders shall acknowledge receipt of each addendum in writing to the procuring agency.
- 9.3 To afford bidders reasonable time in which to take an addendum into account in preparing their bids, the procuring agency may extend the deadline for submission of bids in accordance with IB.20

C. PREPARATION OF BIDS IB.10 Language of Bid

10.1 The bid and all correspondence and documents related to the bid exchanged by a bidder and the procuring agency shall be in the language stipulated in the bidding data and Special Conditions of the Contract. Supporting documents and printed literature furnished by the bidders may be in any other language provided the same are accompanied by an accurate translation of the relevant parts in the bid language, in which case, for purposes of evaluation of the bid, the translation in bid language shall prevail.

IB.11 Documents Accompanying the Bid

- 11.1 Each bidder shall:
- (a) Submit a written authorization on the letterhead of the bidding firm, authorizing the signatory of the bid to act for and on behalf of the bidder;
- (b) Update the information indicated and listed in the bidding data and previously submitted with the application for prequalification, and continue to meet the minimum

IB.4 One Bid per Bidder

4.1 Each bidder shall submit only one bid either by himself, or as a partner in a joint venture. A bidder who submits or participates in more than one bid (other than alternatives pursuant to Clause IB.16) will be disqualified.

IB.5 Cost of Bidding

5.1 The bidders shall bear all costs associated with the preparation and submission of their respective bids, 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.

IB.6 Site Visit

- 6.1 The bidders are advised to visit and examine the site of works and its surroundings and obtain all information that may be necessary for preparing the bid and entering into a contract for construction of the works. All cost in this respect shall be at the bidder's own expense.
- 6.2 The bidders and any of their personnel or agents will be granted permission by the procuring agency to enter upon his premises and lands for the purpose of such inspection, but only upon the express condition that the bidders, their personnel and agents, will release and indemnify the procuring agency, his personnel and agents from and against all liability in respect thereof and will be responsible for death or personal injury, loss of or damage to property and any other loss, damage, costs and expenses incurred as a result of such inspection.

B. BIDDING DOCUMENTS

IB.7 Contents of Bidding Documents (SSP RULE 21)

- 7.1 The bidding documents, in addition to invitation for bids, are those stated below and should be read in conjunction with any addenda issued in accordance with Clause IB.9.
- a. Instructions to Bidders.
- b. Bidding Data.
- c. General Conditions of Contract, Part-I (GCC).
- d. Special Conditions of Contract, Part-II (SCC)
- e. Specifications.
- f. Form of Bid and Appendices to Bid.
- g. Bill of Quantities (Appendix-D to Bid).
- h. Form of Bid Security.
- i. Form of Contract Agreement.
- j. Forms of Performance Security, Mobilization Advance Guarantee, Integrity Pact and Indenture bond for secured advance.
- k. Drawings.

date, 07 (seven) days prior to the deadline for submission of bids. For the purpose of payments, the exchange rates used in bid preparation shall apply for the duration of the contract.

IB.14 Bid Validity

- 14.1 Bids shall remain valid for the period stipulated in the bidding data from the date of opening of bid specified in clause IB.23.
- In exceptional circumstances, prior to expiry of the original, the procuring agency may request the bidders to extend the period of validity for a specified additional period, which shall not be for more than one third of the original period of bid validity. The request and the responses thereto, shall be made in writing. A bidder may refuse the request without the forfeiture of the bid security. In case, a bidder agreed to the request, shall not be required or permitted to modify the bid, but will be required to extend the validity of the bid security for the period of the extension, and in compliance with Clause IB.15 in all respects.

IB.15 Bid Security

- Each bidder shall furnish, as part of the bid, a bid security in the amount stipulated in the bidding data in Pak Rupees or an equivalent amount in a freely convertible currency.
- 15.2 The bid security shall be at the option of the bidder, in the form of deposit at call, Pay order or a bank guarantee issued by a Scheduled Bank in Pakistan or from a foreign bank duly counter guaranteed by a Scheduled Bank in Pakistan in favour of the procuring agency, which should commensurate with the bid validity period. The bank guarantee for bid security shall be acceptable in the manner as provided at Annexure BS-1
- 15.3 Any bid not accompanied by an acceptable bid security shall be rejected by the procuring agency as non-responsive.
- 15.4 Bid security shall be released to the unsuccessful bidders once the contract has been signed with the successful bidder or the validity period has expired.
- 15.5 The bid security of the successful bidder shall be returned when the bidder has furnished the required Performance Security and signed the Contract Agreement.
- 15.6 The bid security may be forfeited:
- (a) If the bidder withdraws his bid except as provided in sub- clause IB 22.1;
- (b) If the bidder does not accept the correction of his bid price pursuant to sub-clause IB 27.2 hereof; or
- (c) In the case of successful bidder, if he fails within the specified time limit to:
- (i) Furnish the required Performance Security; or
- (ii) Sign the Contract Agreement.

IB.16 Alternate Proposals/Bids

16.1 Each bidder shall submit only one bid either by himself, or as a member of a joint venture, until and unless they have been requested or permitted for alternative bid, then he has to purchase separate bidding documents and alternate bid shall be treated as separate bid.

IB.17 Pre-Bid Meeting

- 17.1 Procuring agency may, on his own motion or at the request of any bidder, hold a prebid meeting to clarify issues and to answer any questions on matters related to the bidding documents. The date, time and venue of pre-bid meeting, if convened, shall be communicated to all bidders. All bidders or their authorized representatives shall be invited to attend such a pre-bid meeting at their own expense.
- 17.2 The bidders are requested to submit questions, if any, in writing so as to reach the Procuring agency not later than seven (7) days before the proposed pre-bid meeting.
- 17.3 Minutes of the pre-bid meeting, including the text of the questions raised and the replies given, will be transmitted without delay to all bidders. Any modification of the bidding documents listed in sub- clause IB 7.1 hereof, which may become necessary as a result of the pre-bid meeting shall be made by the procuring agency exclusively through the issue of an Addendum pursuant to Clause IB.9 and not through the minutes of the pre-bid meeting.
- 17.4 Absence at the pre-bid meeting will not be a cause for disqualification of a bidder.

IB.18 Format and Signing of Bid

- 18.1 Bidders are particularly directed that the amount entered on the Form of Bid shall be for performing the contract strictly in accordance with the bidding documents.
- 18.2 All appendices to bid are to be properly completed and signed.
- 18.3 Alteration is not to be made neither in the form of bid nor in the Appendices thereto except in filling up the blanks as directed. If any such alterations be made or if these instructions be not fully complied with, the bid may be rejected.
- 18.4 Each bidder shall prepare by filling out the forms without alterations and shall provide an original copy along with photocopies as per the requirement of the procuring agency specified in the bidding data. The original as well as copies of the document shall be clearly marked as "ORIGINAL" and "COPY", as the case may be. If there is any discrepancy between original and copy (ies) then the original shall prevail.
- 18.5 The original and all copies of the bid shall be typed or written in indelible ink (in the case of copies, Photostats are also acceptable) and shall be signed by a person(s) duly authorized to sign on behalf of the bidder pursuant to sub-clause IB 11.1(a) hereof. All pages of the bid shall be initialed and stamped by the person(s) signing the bid.
- 18.6 The bid shall contain no alterations, omissions or additions, except to comply with instructions issued by the procuring agency, or as are necessary to correct errors made by the bidder. Such corrections shall be initialed by the person(s) signing the bid.

- 18.7 Bidders shall indicate in the space provided in the Form of Bid their full and proper postal addresses at which notices may be legally served on them and to which all correspondence in connection with their bids and the contract is to be sent.
- 18.8 Bidders should retain a copy of the bidding documents as their file copy.

D. SUBMISSION OF BIDS

IB.19 Sealing and Marking of Bids

- 19.1 Each bidder shall submit his bid as under:
- (a) ORIGINAL and 02 COPIES of the bid shall be separately sealed and put in separate envelopes and marked as such.
- (b) The envelopes containing the ORIGINAL and COPIES shall be put in one sealed envelope and addressed as given in sub clause IB 19.2 hereof.
- 19.2 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 data; and
- (c) Provide a warning not to open before the time and date for bid opening, as specified in the bidding data.
- 19.3 In addition to the identification required in sub- clause IB 19.2 hereof, the inner envelope shall indicate the name and postal address of the bidder to enable the bid to be returned unopened in case it is declared "late" pursuant to Clause IB.21
- 19.4 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.

IB.20 Deadline for Submission of Bids

- 20.1 (a) Bids must be received by the procuring agency at the address specified not later than the time and date stipulated in the bidding data, or mention in NIT
- (b) Bids with charges payable will not be accepted, nor will arrangements be undertaken to collect the bids from any delivery point other than that specified above. Bidders shall bear all expenses incurred in the preparation and delivery of bids. No claims shall be entertained for refund of such expenses,
- 20.2 The Procuring Agency may, at its discretion, extend the deadline for submission of bids by issuing an amendment in accordance with IB 09. In such case, all rights and obligations of the procuring agency and the bidders shall remain the same as mentioned in the original deadline.

IB.21 Late Bids

(a) Any bid received by the procuring agency after the deadline for submission of bids prescribed in to clause IB 20 shall be returned unopened to such bidder.

(b) Delays in the mail, person in transit, or delivery of a bid to the wrong office shall not be accepted as an excuse for failure to deliver a bid at the proper place and time. It shall be the bidder's responsibility to submit the bid in time.

IB.22 Modification, Substitution and Withdrawal of Bids

- 22.1 Any bidder may modify, substitute or withdraw his bid after bid submission provided that the modification, substitution or written notice of withdrawal is received by the procuring agency prior to the deadline for submission of bids.
- The modification, substitution, or notice for withdrawal of any bid shall be prepared, sealed, marked and delivered in accordance with the provisions of Clause IB.19 with the outer and inner envelopes additionally marked "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL" as appropriate.
- 22.3 No bid may be modified by a bidder after the deadline for submission of bids except in accordance with to sub clauses IB 22.1 and IB 27.2.
- 22.4 Withdrawal of a bid during the interval between the deadlines 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 in pursuance to clause IB 15.

E. BID OPENING AND EVALUATION.

IB.23 Bid Opening

- 23.1 Procuring agency will open the bids, including withdrawals, substitution and modifications made pursuant to Clause IB.22, in the presence of Procurement Committee and bidders' representatives who choose to attend, at the time, date and location stipulated in the bidding data/NIT. The bidders or their representatives who are in attendance shall sign an attendance sheet.
- 23.2 Envelopes marked "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL" shall be opened and read out first. Bids for which an acceptable notice of withdrawal has been submitted pursuant to clause IB.22 shall not be opened.
- 23.3 Procuring agency shall read aloud the name of the bidder, total bid price and price of any Alternate Proposal(s), if any, discounts, bid modifications, substitution and withdrawals, the presence or absence of bid security, and such other details as the procuring agency may consider appropriate, and total amount of each bid, and of any alternative bids if they have been requested or permitted, shall be read aloud and recorded when opened.
- 23.4 Procuring Agency shall prepare minutes of the bid opening, including the information disclosed to those present in accordance with the sub-clause IB.23.3.

IB.24 Process to be Confidential. (SPP Rule 53)

24.1 Information relating to the examination, clarification, evaluation and comparison of bid and recommendations for the award of a contract shall not be disclosed to bidders or

any other person not officially concerned with such process before the announcement of bid evaluation report in accordance with the requirements of Rule 45, which states that Procuring agencies shall announce the results of bid evaluation in the form of a report giving reasons for acceptance or rejection of bids. The report shall be hoisted on website of authority and that of procuring agency if it website exists and intimated to all bidders at least seven (7) days prior to the award of contract The announcement to all bidders will include table(s) comprising read out prices, discounted prices, price adjustments made, final evaluated prices and recommendations against all the bids evaluated. Any effort by a bidder to influence the procuring agency's processing of bids or award decisions may result in the rejection of such bidder's bid. Whereas, any bidder feeling aggrieved, may lodge a written complaint as per Rule 31; however mere fact of lodging a complaint shall not warrant suspension of the procurement process.

IB.25 Clarification of Bid (SPP Rule 43)

25.1 To assist in the examination, evaluation and comparison of bids, the procuring agency may, at its discretion, ask any bidder for clarification of the bid, including breakdowns of unit rates. The request for clarification and the response shall be in writing but no change in the price or substance of the bid shall be sought, offered or permitted except as required to confirm the correction of arithmetic errors discovered by the procuring agency in the evaluation of the bids in accordance with clause IB 28.

IB.26 Examination of Bids and Determination of Responsiveness

- 26.1 Prior to the detailed evaluation of bids, the procuring agency will determine whether the bidder fulfills all codal requirements of eligibility criteria given in the tender notice such as registration with tax authorities, registration with PEC (where applicable), and any other condition mentioned in the NIT and bidding document. If the bidder does not fulfill any of these conditions, it shall not be evaluated further.
- 26.2 Once found to be fulfilling the eligibility criteria, as mentioned in sub- clause 26.1, the bids of eligible bidders will be evaluated for technical responsiveness as per specification and criteria given in the bidding documents.
- A bid will be considered technically responsive if it (i) has been properly signed; (ii) is accompanied by the required bid security; and (iii) conforms to all the terms, conditions and specifications of the bidding documents, without material deviation or reservation. A material deviation or reservation is one (i) which affect in any substantial way the scope, quality or performance of the works; (ii) which limits in any substantial way, inconsistent with the bidding documents, the procuring agency's rights or the bidder's obligations under the contract; or (iii) adoption/rectification whereof would affect unfairly the competitive position of other bidders presenting substantially responsive bids.
- 26.4 If a bid has major deviations to the commercial requirements and technical specifications will be considered technically non responsive. As a general rule, major deviations are those that if accepted, would not fulfill the purposes for which the bid is requested, or would prevent a fair comparison or affect the ranking of the bids that are compliant with the bidding documents.

(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.

26.5 If a bid is not substantially responsive, it will be rejected by the procuring agency, and may not subsequently be made responsive by correction or withdrawal of the non-conforming deviation or reservation.

IB.27 Correction of Errors before Financial Evaluation

- 27.1 Bids determined to be substantially responsive will be checked by the procuring agency for any arithmetic errors. Errors will be corrected by the procuring agency as follows:
- (a) Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern; and
- (b) where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern, unless in the opinion of the procuring agency there is an obviously gross misplacement of the decimal point in the unit rate, in which case the line item total as quoted will govern and the unit rate will be corrected.
- 27.2 The amount stated in the Form of Bid will be adjusted by the procuring agency in accordance with the above procedure for the correction of errors and with the concurrence of the bidders. The amount thus corrected shall be considered as binding upon the bidder. If the bidder does not accept the corrected bid price, his bid will be rejected, and the bid security shall be forfeited in accordance with sub-clause IB 15.6(b) hereof.

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.

28.6 Evaluation Report (SPP Rule 45)

After the completion of evaluation process, as described in clauses IB 27 and IB 28, the procuring agency shall announce the results of bid evaluation in the form of report giving reasons for acceptance and rejection of bid. The report shall be hoisted on website of the SPPR authority and intimated to all bidders at least seven (7) days prior to the award of contract.

F. AWARD OF CONTRACT

IB.29 Award (SPP Rule 49)

- 29.1 Subject to clauses IB 30 and IB 34 and provision of the rule: The procuring agency shall 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, but not necessarily the lowest submitted price, within the original or extended period of bid validity. Provided that such bidder has been determined to be eligible in accordance with the provisions of clause IB 03 and qualify pursuant to sub-clause IB 29.2.
- **29.2** Procuring agency, at any stage of the bid evaluation, having credible reasons for or having *prima facie* evidence of any deficiency(ies) in contractor's capacities, may require the contractor to provide information concerning their professional, technical, financial, legal or managerial competence whether already pre-qualified or not for the said project.

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

IB.30 Procuring Agency's Right to reject all Bids or Annul/Cancellation the Bidding

Process (SPP Rule 25)

Notwithstanding clause IB 29 and provision of the rule: (1) A procuring agency reserves may cancel the bidding process at any time prior to the acceptance of a bid or proposal; (2) The procuring agency shall incur no liability towards bidders solely by virtue of its invoking sub—rule (1); (3) Intimation of the cancellation of bidding process shall be given promptly to all bidders and bid security shall be returned along with such intimation; (4) The procuring agency shall, upon request by any of the bidders, communicate to such bidder, grounds for cancellation of the bidding process, but is not required to justify such grounds.

IB.28 Financial Evaluation and Comparison of Bids

- 28.1 The procuring agency will evaluate and compare only the Bids determined to be substantially responsive in accordance with clause IB 26.
- 28.2 In evaluating the Bids, the procuring agency will determine for each bid the evaluated bid price by adjusting the bid price as follows:
 - (a) Making any correction for errors pursuant to clause IB 27;
 - (b) excluding provisional sums (if any), for contingencies in the Summary Bill of Quantities, but including competitively priced Day work; and
 - (c) Making an appropriate adjustment for any other acceptable variation or deviation.
- 28.3 The estimated effect of the price adjustment provisions of the conditions of contract, applied over the period of execution of the contract, shall not be taken into account in bid evaluation.
- 28.4 If the bid of the successful bidder is seriously unbalanced in relation to the procuring agency's estimate of the cost of work to be performed under the contract, the procuring agency may require the bidder to produce detailed price analyses for any or all items of the Bill of Quantities to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, the procuring agency may require that the amount of the Performance Security set forth in clause IB.32 be increased at the expense of the successful bidder to a level sufficient to protect the procuring agency against financial loss in the event of default of the successful bidder under the contract.
- 28.5 Bidders may be excluded if involved in "Corrupt and Fraudulent Practices" means either one or any combination of the practices given below SPP Rule2(q);
- (i) "Coercive Practice" means any impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence the actions of a party to achieve a wrongful gain or to cause a wrongful loss to another party;
- (ii) "Collusive Practice" means any arrangement between two or more parties to the procurement process or contract execution, designed to achieve with or without the knowledge of the procuring agency to establish prices at artificial, noncompetitive levels for any wrongful gain;
- (iii) "Corrupt Practice" means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful gain;
- (iv) "Fraudulent Practice" means any act or 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

IB.31. Notification/Publication of the Award of Contract (SPP Rule 25).

- 31.1 Prior to expiry of the period of bid validity, including extension, prescribed by the procuring agency, the procuring agency shall notify the successful bidder in writing ("Letter of Acceptance") that his bid has been accepted. This letter shall mention the sum which the procuring agency will pay to the contractor in consideration of the execution and completion of the works by the contractor as prescribed by the contract (hereinafter and in the conditions of contract called the "Contract Price").
- 31.2 No negotiation with the bidder having evaluated as lowest responsive or any other bidder shall be permitted, however, procuring agency may hold meetings to clarify any item in the bid evaluation report.
- 31.3 The notification of award and its acceptance by the bidder will constitute the formation of the contract, binding the procuring agency and the bidder till signing of the formal Contract Agreement.
- 31.4 Upon furnishing by the successful bidder of a Performance Security and signing of the contract, the procuring agency will promptly notify the name of the successful bidder to all bidders and return their bid securities accordingly.
- 31.5 Within seven days of the award of contract, procuring agency shall publish on the website of the Authority and on its own website, if such a website exists, the results of the bidding process, identify the bid through procurement identifying numbers, and the following information:
- (1) Evaluation Report;
- (2) Form of Contract and letter of Award;
- (3) Bill of Quantities or Schedule of Requirement.

31.6 Debriefing (SPP Rule 51).

- (a) A bidder may ask the procuring agency for reasons for non-acceptance of his bid and may request for a debriefing meeting and procuring agency shall give him the reasons for such non-acceptance, either in writing or by holding a debriefing meeting with such a bidder.
- (b) The requesting bidder shall bear all the costs of attending such a debriefing.

IB.32 Performance Security (SPP Rule 39)

- 32.1 The successful bidder shall furnish to the procuring agency a Performance Security in the form of pay order or demand draft or bank guarantee, and the amount stipulated in the bidding data and the Conditions of Contract within a period of 28 days after the receipt of Letter of Acceptance.
- Failure of the successful bidder to comply with the requirements of Sub-clause IB.32.1 or clauses IB 33 or IB 35 shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security.

Validity of performance security shall extend at least ninety says beyond the date of completion of contract, or as mentioned in the bidding data to cover defects liability period or maintenance period subject to final acceptance by the procuring agency.

IB.33 Signing of Contract Agreement (SPP Rule 39)

- Within 14 days from the date of furnishing of acceptable Performance Security under the Conditions of Contract, the procuring agency will send the successful bidder the Contract Agreement in the form provided in the bidding documents, incorporating all agreements between the parties.
- 33.2 The formal Agreement between the procuring agency and the successful bidder shall be executed within 14 days of the receipt of the Contract Agreement by the successful bidder from the procuring agency.
- 33.3 A procurement contract shall come into force when the procuring agency requires signs contract, the date on which the signatures of both the procuring agency and the successful bidder are affixed to the written contract. Such affixing of signatures shall take place within the time prescribed in the bidding documents.

Provided that the procuring agency may reduce the maximum time limit for signing of contract, as and when required, and shall be mentioned in the bidding documents.

33.4 Stamp Duty.

The formal Agreement between the Procuring Agency and the successful bidder shall be duly stamped at rate of ----% of bid price (updated from time to time) and will be stated in Letter of Acceptance

IB.34 General Performance of the Bidders

Procuring agency may in case of consistent poor performance of the contractor and his failure to remedy the underperforming contract may take such action as may be deemed appropriate under the circumstances of the case including the rescinding the contract and/or black listing of such contractor and debarring him from participation in future bidding process.

IB.35 Integrity Pact (SPP Rule 89)

The bidder shall sign and stamp the Integrity Pact provided at Appendix-L to the bidding documents for all Provincial/Local Government procurement contracts exceeding Rupees ten million. Failure to provide such Integrity Pact shall make the bidder non-responsive.

IB.36 Instructions not Part of Contract

Bids shall be prepared and submitted in accordance with these Instructions which are provided to assist bidders in preparing their bids, and do not constitute part of the bid or the Contract Documents.

IB.37 Arbitration (SPP Rule 34)

Any dispute that is not amicably resolved shall be finally settled, unless otherwise specified in the Contract, under the Arbitration Act 1940 updated from time to time and would be held anywhere in the Province of Sindh at the discretion of procuring agency.

BIDDING DATA

NOTES ON BIDDING DATA

This Section is intended to assist the procuring agency in providing the specific information in relation to corresponding clauses in Instructions to Bidders and should be prepared to suit each individual contract.

The procuring agency should provide in the bidding data information and requirements specific to the circumstances of the procuring agency, the processing of the bid, the applicable rules regarding bid price and currency, and the bid evaluation criteria that will apply to the bids. In preparing this section, the following aspects should be checked:

- (1) Information that specifies and complements the provisions of section: Instruction to Bidders must be incorporated.
- (2) Amendments and/or supplements, if any, to the provisions of Instructions to Bidders, necessitated by the circumstances of each individual contract, can be introduced only in this section since Instructions to Bidders will remain unchanged.

23

Contact/Bidding Data

Instructions to Bidders

Clause Reference

1.1 Name and address of the procuring agency:

Irrigation Department,

Government of Sindh, through Executive Engineer Lower

Pinyari Division Suajwal Phone No. 0298-510421

1.2 Name of the Project and Summary of the works:

Name of Project:

CONSTRUCTION OF STONE SPURS, CONSTRUCTION OF TRENCH BUND MILE 43/2 TO 44/2 AT MUNARKI, RECOUPING OF APRON BETWEEN SPURS AND CONSTRUCTION OF DRAIN WITH PUMPING STATION AND CONSTRUCTION OF ROAD

Summary of work:-

M.S Bund from Mile 43/3 to Mile 44/2 remained always under the threat of heavy erosion. It has collapsed various times during 1988 to 2015. Due to collapse of bund It was retarded by providing another bund line behind the previous line from 43/3 to 44/2. One Reason behind the frequently collapse of bund was due to erosion and scouring action and second reason was due to water seepage from land side in winter season when the water level in river reached at RL +4 ft.

During Super Flood of year 2010, this reach was declared most vulnerable point. Inspite of continued flood fighting operation, heavy erosion occurred due to high flow current. In flood 2015 velocity remained very high and parallel to bund from mile 43/2 to mile 44/2. During this period longitudinal cracks in the width of up to 6 inches appeared along the bund on the top of bund having depth of 4 to 5 ft. which were filled up regularly by putting the sand. According to results of Model Study carried out the actual parameters are ascertained and No. of spurs are increased. The components of works are mentioned as under in Lower Pinyari Division Sujawal

- 1. Construction of I No. J-Spur
- 2. Construction of 4 Nos. T-Spurs
- 3. Construction of Trench Bund
- 4. Construction / Recouping of Stone Apron
- 5. Excavation of Drain i/c Pumping Station
- 6. Construction of Road

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

Government of Sindh Non ADP Scheme for the year 2015-16

2.1 Amount and Type of Financing/ Scheme Cost and Allocated Funds.

Rs. 3192.176 Million

8.1 Time limit for clarification:

Not later than 5 working

days prior to last date of

submission

10.1 Bid language:

English

- 11.1 (a) Prequalification Information to be updated (where applicable):
- (i) Evidence of access to financial resources, (ii) latest status of financial resources commitment for two years (including the current year), (iii) works awarded during the interim period, (iv) availability of essential critical equipment, and (v) information about litigation presently
- 13.1 Bidders to quote entirely in Pak. rupees
- 14.1 Period of Bid Validity:

Upto June 2017

15.1 Amount of Bid Security:

The amount of Bid Security in Pakistan Rupees shall not be less than 5% of the Bid Price in the form of Pay Order in the name of the procuring agency or an unconditional Bank Guarantee from any scheduled Bank of Pakistan.

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

As indicated in the Notice Inviting Tenders

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

The bidder has to complete and submit one original and two copies

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

Office of the Superintending Engineer Pinyari Circle A-47 Civil Lines Hyderabad.

(b) Name and Identification Number of the Contract:

CONSTRUCTION OF STONE SPURS, CONSTRUCTION OF TRENCH BUND MILE 43/2 TO 44/2 AT MUNARKI, RECOUPING OF APRON BETWEEN SPURS AND CONSTRUCTION OF DRAIN WITH PUMPING STATION AND CONSTRUCTION OF ROAD

- 20.1 (a) Deadline for submission of bids: Time 14 hours and Date 12 -01-2016
- (b) Venue, time, and date of bid opening: Time 15 hours and Date 12-01-2016

 Office of the Superintending Engineer
 Pinyari Circle Hyderabad
- 32.1 Standard form and amount

 of Performance Security acceptable
 to the procuring agency:

 Guarantee from a schedule Bank of
 Pakistan as per standard form provided

32.3 Stamp duty

0.3% will be paid by successful bidder as stamp duty

for an amount of 5% of the Contract Price.

FORM OF BID AND APPENDICES TO BID

FORM OF BID

Bid Reference No.

CONSTRUCTION OF STONE SPURS, CONSTRUCTION OF TRENCH BUND MILE 43/2 TO 44/2 AT MUNARKI, RECOUPING OF APRON BETWEEN SPURS AND CONSTRUCTION OF DRAIN WITH PUMPING STATION AND CONSTRUCTION OF ROAD

To:	
	The Executive Engineer. Lower Pinyari Division Sujawal
1.	Having examined the bidding documents including Instructions to Bidders, Bidding Data, and Conditions of Contract, Specifications, Drawings and Bill of Quantities and Addenda Nos for the execution of the above-named work, we/I, the undersigned, offer to execute and complete the work and remedy any defects therein in conformity with the Conditions of Contract, Specifications, Drawings, Bill of Quantities and Addenda for the sum of Rs(Rupees) or such
	other sum as may be ascertained in accordance with the said conditions.
2.	We/I understand that all the Appendices attached hereto form part of this bid.
3.	As security for due performance of the undertakings and obligations of this bid, we/I submit herewith a bid security in the amount of Rupees
	(Rs) drawn in your favour or made payable to procuring agency and valid for a period ofdays beginning from the date, bid is opened.
4.	We/I undertake, if our bid is accepted, to commence the works and to complete the whole of the works comprised in the contract within the time stated in Appendix-A to Bid.
5.	We/I agree to abide by this bid for the period of days from the date fixed for opening 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 do hereby declare that the bid is made without any collusion, comparison of figures or arrangement with any other bidder for the works.
8.	We understand that you are not bound to accept the lowest or any bid you may receive.
9.	We undertake, if our/my bid is accepted, to execute the Performance Security referred to in Clause 10 of Conditions of Contract for the due performance of the Contract.
10.	We confirm, if our bid is accepted, that all partners of the joint venture shall be liable jointly and severally for the execution of the Contract and the composition or the

procuring agenc	y.		
in the capacity of	ofduly authorize	ed to sign Bids for and or	n behalf of
		day of	
	(Name of Bidder in	Block Capitals)	
	(Seal))	
Address:			
Witness:			
Signature:			
Name:			

constitution of the joint venture shall not be altered without the prior consent of the

Address:

Occupation:

Appendix-A to Bid

SPECIAL STIPULATIONS

Clause

Conditions of Contract

1.	Engineer representing Consulting Firm hired by the procuring agency to issue variation in case of emergency.	3.1	Up to 2% of the contract price stated in the Letter of Acceptance.
2.	Amount of Performance Security	4.2	5% of Contract Price stated in the Letter of Acceptance.
3.	Time for Furnishing Programme	8.3	Within 42 days from the date of receipt of Letter of Acceptance.
4.	Minimum amount of Third Party Insurance	18.3	Rs. 3,000,000/ per occurrence with number of occurrences unlimited.
5.	Time for Commencement	8.1	Within 14 days from the date of receipt of Engineers Notice to Commence, this shall be issued within fourteen (14) days after signing of Contract Agreement.
6.	Time for Completion (works & sections)	8.2 & 10.2	Upto June 2017
7.	Amount of Liquidity Damages/Delay Damages/Penalties	8.7	0.05% of Contract Price equal to Rs. 150000 damages per day for each day of delay in completion of the works subject to a maximum of 10% of Contract Price stated in the Letter of Acceptance
8.	Defects Liability Period	11.1	365 days from the effective date of Taking Over Certificate.
9.	Percentage of Retention Money	14.2	10 % of the amount of Interim/Running Payment Certificate.
10.	0. Limit of Retention Money		5 % of Contract Price stated in the Letter of Acceptance.
11.	Minimum amount of Interim/Running Payment Certificates		Rs. 150 Million
12.	Time of Payment from delivery of Engineer's Interim/Running Payment Certificate to the procuring agency.	14.7	Within 30 days
13.	Mobilization Advance.	14.2	0% of Contract Price stated in the Letter of Acceptance.

FOREIGN CURRENCY REQUIREMENTS

1.	The bidder may indicate her with reference to various in	_	airements of foreign currency (if any),
2.	Foreign Currency Requirer Sums%.	ment as percentage	of the bid price excluding Provisional
3.	Table of Exchange Rates	<i>6</i> 4	
	Unit of Currency		Equivalent in Pak. Rupees
	Australian Dollar Euro Japanese Yen U.K. Pound U.S. Dollars		
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PRICE ADJUSTMENT UNDER CLAUSE 13.8 OF CONDITIONS OF CONTRACT

A. Weightages or coefficients are used for price adjustment.

The source of indices and the weightages or coefficients for use in the adjustment formula under Clause 13.8 shall be as follows:

Cost Element	Description	Weight ages	Applicable index
_1	2	3	4
(i)	Fixed Portion	0.350	
(ii)	Local Labor		Government of Pakistan (GoP)
	a) Skilled	0.15	Federal Bureau of Statistics (FBS)
	b) Unskilled	0.25	Monthly Statistical Bulletin.
(iii)	Cement – in bags	•	44 45
(iv)	Reinforcing Steel	-	
(v)	High Speed Diesel (HSD)	0.25	66 66 66
(vi)	Bricks	-	
(vii)	Bitumn	~	cc cc cc
(viii)			
	Total	1.000	

Notes:

- Indices for "(ii)" to "(vii)" are taken from the Government of Pakistan Federal Bureau of Statistics, Monthly Statistical Bulletin. The base cost indices or prices shall be those applying 15 days prior to the latest day for submission of bids. Current indices or prices shall be those applying 28 days prior to the last day of the billing period.
- 2) Any fluctuation in the indices or prices of materials other than those given above shall not be subject to adjustment of the Contract Price.

B. When Escalation is allowed on the Materials only Price adjustment on following items shall allowed:

Cost Element	Description	Base Price	Applicable Index
1	2	3	4
(i)	Cement in Bags		Government of
			Pakistan
			(GOP)Federal
			Bureau of Statistics
			(FBS) Monthly
			Statistical Bulletin
(ii)	Reinforcing steel		
(iii)	Bricks		
(iv)	Bitumen		cc cc cc
(v)	Wood (Composite		εί ει ει
	item)		
	Total five items.		

BILL OF QUANTITIES

A. Preamble

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

Appendix-D to Bid

BILL OF QUANTITIES (SAMPLE)

B. Work Items.

- 1. The Bill of Quantities contains the following Bills and Items:
- Bill No. 1. Construction of 1 No. J-Spur
- Bill No. 2. Construction of 4 Nos. T-Spur
- Bill No. 3. Construction of Trench Bund
- Bill No. 4. Construction / Recouping of Stone Apron
- Bill No. 5. Excavation of Drain i/c Pumping Station
- Bill No. 6. Construction of Road

Day work Schedule Summary Schedule B

2. Bidders shall price the Schedule B in Pakistani Rupees only.

CONSTRUCTION OF STONE SPURS, CONSTRUCTION OF TRENCH BUND MILE 43/2 TO 44/2 AT MUNARKI, RECOUPING OF APRON BETWEEN SPURS AND CONSTRUCTION OF DRAIN WITH PUMPING STATION AND CONSTRUCTION OF ROAD

SCHEDULE B FOR J-SPUR

Qty		S.No	Item	Rate	Unit	Amount
113400	Sft	1	Jungle Clearance and removing with in 100 ft (b) thick	151.25	% 0 Sft	17,152
509600	Cft	2	Borrow Pit Excavation undressed lead up to 100 ft ordinary or hard soil	2117.5	% 0 Cft	1,079,078
509600	Cft	3	Carriage of 100 Cft / 5 Tons of all material like stone aggregate, Spawl, coal, lime surkhi etc B.G Rail fastening points and crossing bridges, Griders, Pipes, Sheets, Rails M.S Bar etc or 1000 Nos Bricks 10"x5"x3" or 1000 Nos. Tiles 12"x6"x2" or 150 Cft of timber or 100 mounds of fuel wood by truck or any other means owned by the Contractor including supply of earth from source to site of work	407	% Cft	2,074,072
509600	Cft	4	Earth work compaction sheep foot roller power roller with optimum moisture contain for 85% modified AASHQ density	1445.58	% 0Cft	736,668
280000	Cft	5	Earth Wrok Excavation in Irrigation Channels, Drains etc dressed to design section grades and profiles excavated material disposed off and dressed within 50 ft lead (a) ordinary soil	2420	% 0 Cft	677,600
14786774	Cft	6	Stone Filling Dry Hand Packed as filling behind retaining wall or in stone apron	2684	% Cft	396,877,014
32200	Sft	7	Formation dressing and preparing sub grade (b) on slope	453.75	% Sft	146,108
56350	Cft	8	Stone Pitching including sub base with hammer dressed stone on surface laid in course including carriage of materials 5 chains	5377.63	% Cft	3,030.295
					Total	404,637,985

CONSTRUCTION OF STONE SPURS, CONSTRUCTION OF TRENCH BUND MILE 43/2 TO 44/2 AT MUNARKI, RECOUPING OF APRON BETWEEN SPURS AND CONSTRUCTION OF DRAIN WITH PUMPING STATION AND CONSTRUCTION OF ROAD

SCHEDULE B FOR FOUR NOS. T-SPURS

Qty		S.No	Item	Rate	Unit	Amount
121500	Sft	1	Jungle Clearance and removing with in 100 ft (b) thick	151.25	% 0 Sft	18,377
546000	Cft	Borrow Pit Excavation undressed lead up to 100 ft ordinary or hard soil		2117.5	% 0 Cft	1,156,155
546000	Cft	3	Carriage of 100 Cft / 5 Tons of all material like stone aggregate, Spawl, coal. lime surkhi etc B.G Rail fastening points and crossing bridges, Griders, Pipes, Sheets, Rails M.S Bar etc or 1000 Nos Bricks 10"x5"x3" or 1000 Nos. Tiles 12"x6"x2" or 150 Cft of timber or 100 maunds of fuel wood by truck or any other means owned by the Contractor including supply of earth from source to site of work	407	% Cft	2,222,220
546000	Cft	4	Earth work compaction sheep foot roller power roller with optimen moisture contain for 85% modified AASHQ density	1445.58	% 0 Cft	789,287
300000	Earth Wrok Excavation in Irrigation Channels, Drains etc dressed to design section grades and profiles excavated material disposed off and dressed within 50 ft lead (a)		Channels, Drains etc dressed to design section grades and profiles excavated material	2420	% 0 Cft	726.000
34118080	Cft	6	Stone Filling Dry Hand Packed as filling behind retaining wall or in stone apron	2684	% Cft	915,729,267
34500	Sft	7	Formation dressing and preparing sub grade (b) on slope	453.75	% Sft	156,544
60375 Cft		8	Stone Pitching including sub base with hammer dressed stone on surface laid in course including carriage of materials 5 chains	5377.63	% Cft	3,246,744
					Total	924,044,594

CONSTRUCTION OF STONE SPURS, CONSTRUCTION OF TRENCH BUND MILE 43/2 TO 44/2 AT MUNARKI, RECOUPING OF APRON BETWEEN SPURS AND CONSTRUCTION OF DRAIN WITH PUMPING STATION AND CONSTRUCTION OF ROAD

SCHEDULE B FOR CONSTRUCTION OF TRENCH BUND

Qty		S.No	Item	Rate	Unit	Amount
633600	Sft	1	Jungle Clearance and removing with in 100 ft (b) thick	151.25	% 0 Sft	95,832
5501760	Cft	2	Borrow Pit Excavation undressed lead up to 100 ft ordinary or hard soil	2117.5	% 0 Cft	11,649,977
5501760	Cft	3	Carriage of 100 Cft / 5 Tons of all material like stone aggregate, Spawl, coal, lime surkhi etc B.G Rail fastening points and crossing bridges, Griders, Pipes, Sheets, Rails M.S Bar etc or 1000 Nos Bricks 10"x5"x3" or 1000 Nos. Tiles 12"x6"x2" or 150 Cft of timber or 100 maunds of fuel wood by truck or any other means owned by the Contractor including supply of earth from source to site of work	407	% Cft	22,392,163
5501760	Cft	4	Earth work compaction sheep foot roller power roller with optimen moisture contain for 85% modified AASHQ density	1445.58	% 0 Cft	7,953,234
Job		5	Repair / Renovation of Bello Bungalow	Details are on P.N		2,672,187
Job		6	Repair / Renovation of Munarki Bungalow	Details are on P.N		2,672,187
Job		7	Construction of Darogha Landhi at Munarki	Details are attached on P.No. 41		1,285,635
1	No	8	Providing Vehicle 4 x 4 Toyota Hilux Double Cabin Pick up Vigo Champ			4,000,000
					Total	52,721,215

REPAIR OF INSPECTION BUNGALOWS AT BELO

Qt	y	S.No.	Item	Rate	Unit	Amount
2752	Cft	1	Dismantling first class tile roofing (P-11-I-22(a)	453.75	%Cft	12487.2
11507	Sft	2	Removing cement or lime plaster (P-13-I-53)	121.0	%Sft	13923.47
885.75	Sft	3	Brushing and scrapping blistering old paint from good work	151.25	%Sft	1339.69
638.62	Cft	4	Packka Brick Work other than building i/c sticking joints upto 20ft height in cement and motor 1:5 (P-27-I-7(b)	12574.4	%Cft	80302.63
2752	Sft	5	First class tile roofing consisting 4" other than 1" mud plaster goobri keeping over 1/2" thick cement plaster 1:6 with 34 lbs of not bitumen coating sand blinded provided over 2 layer of tiles 12"x6"x11/4" laid in 1:6 cement mortar with 1/2" thick sand wicked layer of 1:6 cement mortar including 1:2 cement pointing underside of tiles complete including curing etc.	11443.10	%Sft	314914.11
53.16	Cwt	6	Fabrication of heavy steel work with angles, tees, flat iron, round iron and steel iron for making trusses, girders, tacks etc including cutting, drilling, reverting, handling, assembling and fixing but including erection in position.	4928.49	P.Cwt	261998.53
11507	Sft	7	Cement plaster 1:6 upto 20ft height (b) 3/4" thick (P-58-I-13(c)	2590.5	%Sft	298031.30
11507	Sft	8	Cement plaster 1:3 upto 20ft height (b) 1/2" thick (P-51-I-10(b)	2344.59	%Sft	269792
11507	Sft	9	White washing (c) three coats (P-53-I-26(c)	829.95	%Sft	95502
11507	Sft	10	Distempering (c) three coats (P-53-I-24(c)	1079.65	%Sft	124235
885.75	Sft	11	Painting old surfaces (c) painting doors and windows any type three coats	1675.21	%Sft	14838.17
2752	Sft	12	Laying floors of approved colored glazed tiles 1/4" thick (P-43-I-25)	27747.06	%Sft	763599.09
4	Nos.	13	Bath Room accessories	70,000	Each Total	280000 2,530,963

REPAIR OF INSPECTION BUNGALOWS AT MUNARKI

Qt	y	S.No.	Item	Rate	Unit	Amount
2752	Cft	1	Dismantling first class tile roofing (P-11-I-22(a)	453.75	%Cft	12487.2
11507	Sft	2	Removing cement or lime plaster (P-13-I-53)	121.0	%Sft	13923.47
885.75	Sft	3	Brushing and scrapping blistering old paint from good work	151.25	%Sft	1339.69
638.62	Cft	4	Packka Brick Work other than building i/c sticking joints upto 20ft height in cement and motor 1:5 (P-27-I-7(b)	12574.4	%Cft	80302.63
2752	Sft	5	First class tile roofing consisting 4" other than 1" mud plaster goobri keeping over 1/2" thick cement plaster 1:6 with 34 lbs of not bitumen coating sand blinded provided over 2 layer of tiles 12"x6"x11/4" laid in 1:6 cement mortar with 1/2" thick sand wicked layer of 1:6 cement mortar including 1:2 cement pointing underside of tiles complete including curing etc.	11443.10	%Sft	314914.11
53.16	Cwt	6	Fabrication of heavy steel work with angles, tees, flat iron, round iron and steel iron for making trusses, girders, tacks etc including cutting, drilling, reverting, handling, assembling and fixing but including erection in position.	4928.49	P.Cwt	261998.53
11507	Sft	7	Coment plaster 1:6 upto 20ft height (b) 3/4" thick (P-58-I-13(c)	2590.5	%Sft	298031.30
11507	Sft	8	Cement plaster 1:3 upto 20ft height (b) 1/2" thick (P-51-I-10(b)	2344.59	%Sft	269792
11507	Sft	9	White washing (c) three coats (P-53-I-26(c)	829.95	%Sft	95502
11507	Sft	10	Distempering (c) three coats (P-53-1-24(c)	1079.65	%Sft	124235
885.75	Sft	11	Painting old surfaces (c) painting doors and windows any type three coats	1675.21	%Sft	14838.17
2752			27747.06	%Sft	763599.09	
4	Nos.	13	Bath Room accessories	70,000	Each	280000
				THE RESERVE OF THE PROPERTY OF	Total	2,530,963

ESTIMATE FOR CONSTRUCTION OF DAROGHA LANDHI AT M.S BUND MILE $43/4\,$

Sr.	Description	O	ty	Rate	Unit	Amount
, No.	Excavation in Foundation of buildings, bridges and		-			
1	other structures i/c dag, belling dressing, refiling around structure with excavated earth watering and ramming lead up to one chain and lift up to 5 lt. b) In ordinary Soil GSS-2012,P-4, Item-18 (b)	6000	Cft	3176.25	% 0 Cft	19.058
2	Cement Concrete Plain i/c placing compacting, finishing and curing complete (i/c screening and washing of Stone Aggregate without shuttering) b) Ratio 1:4:8 GSS- 2012, P-17, Item-19 (a)	600	Cft	11288.8	% Cft	67,733
3	Reinforced cement concrete work i/c 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, molds, lifting shuttering, curing, rendering and finishing and exposed surface (i/c screening and washing of shingle). a) R.C work in roof, slab, beams, columns, rafts, lintels and other structural members laid in site or precast laid in position. i) Ratio 1:2:4 90 lbs cement sand 4 cft shingle 1/8" to 1/4". GSS-2012 P-16 Item-6 (i)	1214 .25	Cfi	337	P.Cft	409,202
4	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 Tar Bars GSS-2012, P-16, Item-8 (b)	75.8 9	Cwt	5001.7	P.Cwt	379,579
5	Pacca Brick Work other than building i/c stricking of joints up to 20 ft height in cement sand mortar 1:5 GSS-2012 P-21, I-7 (d)	919. 82	Cft	12574.4	% Cft	115,662
6	Cement Plaster 1:6 up to 20' height b) 3/4" thick GSS-2012 P-58, Item-13 (c)	2534	Sft	2590.5	% Sft	65.643
7	Cement Plaster 1:6 up to 20' height b) 1/2" thick GSS-2012 P-51, Item-10 (b)	2534	Sft	2344.59	% Sft	59,412
8	White washing (c) Three coats GSS-2012 P-53, Item-26 (c)	2534	Sft	829.95	% Sft	21,031
9	Distempering (c) Three Coats GSS-2012 P-53, Item-24 (c)	2534	Sft	1079.65	% Sft	27,358
					Total	1,164,677

Appendix-D to Bid

CONSTRUCTION OF STONE SPURS, CONSTRUCTION OF TRENCH BUND MILE 43/2 TO 44/2 AT MUNARKI, RECOUPING OF APRON BETWEEN SPURS AND CONSTRUCTION OF DRAIN WITH PUMPING STATION AND CONSTRUCTION OF ROAD

SCHEDULE B FOR CONSTRUCTION / RECOUPING OF STONE APRON

Qty		S.No	Item	Rate	Unit	Amount
4883435	Cft	1	Stone Filling Dry Hand Packed as filling behind retaining wall or in stone apron	2684	% Cft	131,071,395
2	Nos.	2	Providing Vehicles 4x4 Suzuki Jimny Jeep			5,000,000
					Total	136,071,395

CONSTRUCTION OF STONE SPURS, CONSTRUCTION OF TRENCH BUND MILE 43/2 TO 44/2 AT MUNARKI, RECOUPING OF APRON BETWEEN SPURS AND CONSTRUCTION OF DRAIN WITH PUMPING STATION AND CONSTRUCTION OF ROAD

SCHEDULE B FOR EXCAVATION OF DRAIN I/C PUMPING STATION

Qty		S.No	Item	Rate	Unit	Amount
528000	Sft	1	Jungle Clearance and removing with in 100 ft (b) thick	151.25	% 0 Sft	79,860
792000	Cft	2	Earth Wrok Excavation in Irrigation Channels, Drains etc dressed to design section grades and profiles excavated material disposed off and dressed within 50 ft lead (a) ordinary soil	2420	% 0 Cft	1,916,640
1	No	3	Construction of Pumping Station with all accessories	Details are attached on P.No. 44 to 52		18,554,580
	•				Total	20,551,080

ESTIMATE FOR CONSTRUCTION OF PUMPING STATION AT M.S BUND

Sr.	D	0.4		T .	*1	
No.	Description	Qty	7	Rate	Unit	Amount
1	Excavation in foundation of buildings bridges and other structures i/c dag, belling, dressing refilling around structures with excavated earth watering & ramming earth lead upto 5' b) Ordinary Soil. (GSS-2012, P-4, Item-18(b)	104,625	Cft	3,176.25	%0Cft	332,315
2	Extra for wet earth work. (GSS-2012, P-3, Item-15)	83,700	Cfi	1,058.75	% 0 Cft	88,617
3	Re-handling of earth work. b) upto lead of 50ft. (GSS-2012, P-3, Item-9(b)	94,163	Cft	1,058.75	% 0 Cft	99,695
4	Cement concrete plain i/c placing compacting, finishing and curing complete (i/c screening and washing of stone aggregate without shuttering). i) Ratio 1:4:8 (GSS-2012,P-15, Item-56(i).	1,649	Cfi	11,288.7	%Cft	186,151
5	Erection and removal of centering for R.C.C or plain cement concrete works of partal wood (2nd class) b) Vertical. (GSS-2012, P-17, Item-19 (a).	305	Sft	3,127.41	%Sft	9,539
6	Reinforced cement concrete work i/c 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 kins of forms, molds, lifting shuttering, curing, rendering and finishing and exposed surface (i/c screening and washing of shingle). a) R.C work in roof, slab, beams, columns, rafts, lintels and other structural members lald in site or Pre-cast laid in position i) Ratio 1:2:4 90Lbs cement sand 4Cft shingle 1/8" to 1/4" (GSS-2012,P-16, Item-6(i).	5,026	Cft	337.00	P.Cft	1,693,762
7	Fabrication of mild steel reinforcement for cement concrete i/c cutting, bending laying in position making joints and fastenings i/c sot of binding wire (also includes removal of rust from bars (b) using Tar Bars.(GSS-2012, P-16, Item-8 (b)	314,151	Cwt	5,001.70	P.Cwt	1,571,289
8	Pacca brick work other than building including striking of joints upto 20 feet height in cement sand mortar 1:5 (GSS-2012, P-21, Item-7(d)	671	Cft	12,574.3 8	% Cft	84,374

9	Cement Plaster 1:6 upto 20ft height		Sft		% Sft	33,936
	c) 3/4" thick (GSS-2012, P-58, Item-13(c).	1,310		2,590.50		
.10	Cement Plaster 1:2 upto 20ft height b) 1/2" thick (GSS-2012, P-51, Item-10(b).	1,310	Sft	2,344.59	% Sft	30,714
11	White washing (c) Three coats (GSS-2012, P-53, Item-26(c).	1,310	Sft	829.95	% Sft	10,872
12	Distempering © Three coats (GSS-2012, P-53, Item-24(c).	1,310	Sft	1,079.65	% Sft	14,143
13	Supplying and fixing steel grated door with 1/16" thick sheeting i/c angle iron frame 2"x2"x3/8" and 3/4" square bars 4" c/c with locking arrangement. (GSS-2012, P-91, Item-24.	108	Sft	726.72	P.Sft	78,486
14	Painting new surfaces:- (c) preparing surface and painting doors and windows any type (including edges). Three coats (GSS-2012, P-69, Item-5(c).	216	Sft	2,116.41	%Sft	4.571
15	Supplying and fixing in position iron steel grill of 4"x1/4" size flate iron of approved design i/c painting 3 coats etc. complete weight not be less than 3-7Lbs/Sq. of finishing grill. (GSS-2012, P-92, Item-26).	216	Sft	180.50	P.Sft	38,988
16	Boring for Tubewell in all water bearing, soils from ground level upto 100ft or 30.50 meter depth i/c sinking and with drawing (a) 200mm (8" dia) (PHES-2012, P-41, Item-1(a).	800	Rft	535.00	P.Rft	428,000
.17	Supplying M.S Bail Plug of approved qualityd) for 150mm, (6" dia)(PHES-2012-Part-VI, Vol-IV 2012, P-43 Item-8(b).	10	Nos	2,607.00	Each	26.070
18	Supplying and fixing local make coir stainer of approved quality complete b) for 150mm, (6" dia) (PHES-2012, P-44, Item-10(b).	300	Rft	647.00	P.Rft	194.100
19	Supplying and installing M/S Blind Pipe 3/16" thick (5mm) of best and approved quality and make including necessary socket etc complete b) for 150mm (6" dia) blind pipe (PHES-2012, P-44, Item-11(b).	500	Rft	762.50	P.Rft	381,250
20	Full hire charges of pumping set per day inclusive of the wages of driver and assistant fuel or electric energy plate form required for placing pumps etc. at lower depths with suction and delivery pipes for pumping out water found at various depths from trenches including the cost of erection and dismantling after completion of the job. ii) Hire charges of pumping set above 10 H.P pumping out water from 15' deep trench. (PHES-2012, P-77, Item-23(ii).	720	day	2,000.00	P.day	1,440,000

21	NOTE:- For working the pump beyond 8 Hours the		Hrs		P.Hour	2.160.000
	following payment shall be made, the higher of the	8,640		250.00		
	pumping set it self being for 24 Hours.		İ			
,	i) For pumping set of above 10 H.P				i	
	(PHES-2012, P-77, Item-23(i)					
*22	Barrow pit excavation undressed lead upto 100ft		Cft		%0 Cft	47,644
	a) Ordinary soil	22,500		2,117.50		
	(GSS-2012, P-1, Item-3(a)					
23	Dressing and Leveling of earthwork to designed		Cft		%0 Cft	4,220
	section etc complete	22,500		187.55		
	(GSS-2012, P-3, 1-11(b)					
24	Wiring for plug point with 1/1.13 (3/029) PVC				P.Point	4,014
	insulated wire in 20mm (3/4") PVC conduit on	6	Poi	669.00		
	surface as required. (Electric Schedule-2012),		nts			
25	Wiring of light or fan with 3/0 PVCE ins, wire 3/4"				P.Point	6,780
	PVC conduct released wall or col. As required(GSS-	6	Poi	1,130.00		
	2012, P-15, i-124 Electrical).		nts			
				TOT	AL RS :	8,969,531

ESTIMATE FOR FURNISHING AND INSTALLATION OF 5.00 CUSECS PUMPS FOR PUMPING STATION AT M.S BUND

· Sr. No.	Description	Qty	Rate	Unit	Amount
1	Furnishing and installing of 5.00 Cusecs pump single Stage (KSB equivalent) with 40 H.P vertical hallow shaft motor of Siemens along with Column Pipe of 10" dia Column Shaft Top Shaft 30 mm, Discharge Head, Bowl Assembly and Delivery Pipe i/c all fixtures and fitting etc. complete.	2	1575000	Each	3,150,000.00
2	Providing and fixing Control Panal for 40 H.P Motor (Siemens) i/c all fixture and fitting etc. complete.	2	250000	Each	500,000.00
3	Providing and fixing Main Switch with 400 Amps metal box and earthling i/c all fixture and fittings etc. complete and also i/c Bus-Bars, Amp: Meter Volts Meter and wiring with 19/.064", 7/064 PVC Wire and tumble of proper size etc. complete	2	185000	Each	370,000.00

ESTIMATE FOR CONSTRUCTION OF ELECTRIFICATION FOR PUMPING STATION AT M.S BUND

Sr. No.	Description	(Qty	Rate	Unit	Amount
1	HT Structure 34'-8"	8	Nos.	19,810	Each	158,480.00
2	Conductor ACSR Rabbit	2000	Meters	48	P- Meter	96,000.00
3	11 KVA Pin	8	Nos.	85	Each	680.00
4	11 KVA Pin Insulator	8	Nos.	130	Each	1,040.00
5	NUT & BOLT 1-1/2	8	Nos.	22	Each	176.00
6	Nuts & Bolts 10 x 5/8"	8	Nos.	62	Each	496.00
7	DEAD & CLAMP	8	Nos.	178	Each	1,424.00
8	P G Connector T-150	8	Nos.	95	Each	760.00
9	D-STRIP	8	Nos.	55	Each	440.00
10	STAY SET COMPLETE	8	Nos.	1,350	Each	10,800.00
11	Stay Wire	80	Kgm	95	P-Kgm	7,600.00
12	Steel Cross Arm	8	Nos.	4,150	Each	33,200.00
13	MS NUT & BOLT 6 x 3/8"	16	Nos.	27	Each	432.00
14	DANGER PLATE 11 KVA	8	Nos.	75	Each	600.00
15	MS NUT & BOLT 14 x 5/8"	32	Nos.	72	Each	2,304.00
16	MS NUT & BOLT D/S	32	Nos.	175	Each	5,600.00
17	MS NUT & BOLT 2 x 5/8"	32	Nos.	25	Each	800.00
18	MS NUT & BOLT 9 x 5/8"	32	Nos.	55	P- Meter	1,760.00
19	Disc Insulator	32	Nos.	560	P- Meter	17,920.00
20	ANCHOR SHACKLE	4	Nos.	28	Each	112.00
21	EYE NUT	4	Nos.	45	Each	180.00
22	Earth Rod	4	Nos.	750	Each	3,000.00

*	Sr. No.	Description		Qty	Rate	Unit	Amount	
•	23	Earth Wire	24	Kgm	70	P-Kgm	1,680.00	
:	24	LUMP SUM	2	Job	5,000	Job	10,000.00	
	25	Transformer 100 KVA	1	Nos.	650,000	Each	650,000.00	
	26	Transformer 25 KVA	2	Nos.	325,000	Each	650,000.00	
	27	11 KV Drop Cut Out	2	Nos.	2,850	Each	5,700.00	
	28	Double Pole Plate form	3	Nos.	8,250	Each	24,750.00	
	29	PVC 04 Core 07/83	75	Meters	585	P-Meter	43,875.00	
	30	T.O.U Meter	2	Nos.	22,000	Each	44,000.00	
						Total	1,773,809	
;	Add 8% Labour Charges						141,904.72	
		212,857.08 58,000.00						
	Grouting of 8 Nos. HT Structures at the rate of Rs 7250/- each							
		Fixing of Sta	y 8 Nos	. at athe r	ate of Rs. 8	300/- each	6,400.00	
•			o		Gra	and Total	2,192,970.80	

ESTIMATE FOR MAKING DIRECT DISPOSAL ARRANGEMENT OF PUMPS AT M.S BUND

Sr. No.	Description	Qty	Rate	Unit	Amount
1	M.S black steel pipe made out of M.S sheet of 5.56 mm, W.T, 6.4mm W.T, 1mm W.T, 7.9 mm W.T, 8.74mm, W.T 9.5mm W.T 10.31 mm W.T 11.13 mm W.T thickness confirming to APL 5L grade X-42 (Spirally Welled) (PHES-2012, Material, V-III, P-23 I-06 (b)	40	2093.57	P. Rfi	83,742.80
2	C.I Bends 45 12" dia with franged ends with holes i/c turning and facing of flanges for all sizes. (PHES-2012, P-12 I-02	4	2100.00	Each	8,400.00
3	Reflex valve heavy pattern (test pressure 21.0 kg/Sq or 300 Lbs/Sq: Inch) (h) 300 mm 12" dia. (PHES-2012, P-10 I-06	2	4100.00	Each	8,200.00
4	Manufacturing and supplying M.S Readucer 12" x 10" dia from M.S Sheet 3/16" thick sheeting i/c cutting and folding etc. complete. (PHES-2012, P-10 I-08	2	3500.00	Each	7,000.00
5	Jointing C.I/M.S flanged pipes and specials flanged inside a trench i/c supplying rubber packing as required for joints to a specific pressure etc complete. 300 mm (12" dia). (PHES-2012, P-35 I-01	10	741.65	P.Joint	7,416.50
6	Providing, Laying & Fixing in trench i/c fitting, jointing and testing etc complete in all respect the high Density Polyethylene PE Pipe (HDPE-100) for W/S confirming ISO 4427/DIN/8074/8075 B.S 3580 & PSI 3051.315 mm. (PHES-2012, P-27 I-(q) (PN-12.5)	100	2426.00	P.Rft	242,600.00
	1,1			Total Rs.	357,359

ESTIMATE FOR CONSTRUCTION OF VILLAGE ROAD CULVERT OVER DRAIN AT M.S BUND SCHEDULE B

	SCHEDULE B									
Sr. No.	Description	Qty		Rate	Unit	Amount				
1	Excavation in foundation of buildings bridges and other structures i/c dag, belling, dressing refilling around structures with excavated earth watering & ramming earth lead up to 5' b) Ordinary Soil. (GSS-2012, P-4, Item-18(b)	41,250	Cft	3,176.25	%0Cft	131,020				
2	Re-handling of earth work. b) up to lead of 50ft. (Item-9, P-2)	28,875	Cft	1,058.75	%0Cft	30,571				
3	Extra for wet earth work. (GSS-2012, P-3, Item-15)	33,000	Cft	1,058.75	%0Cft	34,939				
4	Erection and removal of centering for R.C.C or plain cement concrete works of partal wood (2nd class) b) Vertical. (GSS-2012, P-19, Item-17 (b).	140	Sft	3,127.41	%Sft	4,378				
5	Cement concrete plain i/c placing compacting, finishing and curing complete (i/c screening and washing of stone aggregate without shuttering i) Ratio 1:4:8 (GSS-2012,P-15, Item-5(i).	904	Cft	1,288.75	%Cft	102,050				
6	Reinforced cement concrete work i/c 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 kins of forms, molds, lifting shuttering, curing, rendering and finishing and exposed surface (i/c screening and washing of shingle). a) R.C work in roof, slab, beams, columns, rafts, lintels and other structural members lald in site or Pre-cast laid in position i) Ratio 1:2:4 90Lbs cement sand 4Cft shingle 1/8" to 1/4" (GSS-2012,P-16, Item-6).	1,612	Cft	337.00	P.Cft	543,244				
7	Fabrication of mild steel reinforcement for cement concrete i/c cutting, bending laying in position making joints and fastenings i/c sot of binding wire (also includes removal of rust from bars (b) using Tar Bars.(GSS-2012, P-16, Item-8 (b)	10,072	Cft	5,001.70	P.Cwt	503,771				
8	Pacca brick work other than building including striking of joints upto 20 feet height in cement sand mortar 1:5 (GSS-2012, P-21, Item-7(d)	2,366	Cft	12,574.38	% Cft	297,510				

Sr. No.	Description	Qty	,	Rate	Unit	Amount
9	Cement Plaster 1:3 upto 20ft height c) 3/4" thick (GSS-2012, P-51, Item-10©	786	Sft	2,795.30	% Sft	21,971
10	Barrow pit excavation undressed lead upto 100ft a) Ordinary soil (GSS-2012, P-1, Item-3(a)	4,500	Cft	2,117.50	%0 Cft	9.529
11	Dressing and Leveling of earthwork to designed section etc complete (GSS-2012, P-3, 1-11(b)	4,500	Cft	187.55	%0 Cft	844
12	Boring for Tube well in all water bearing, soils from ground level upto 100ft or 30.50 meter depth i/c sinking and with drawing. e) 200mm (8" dia) (PHES-Part-iii, Vol-iv 2012, P-42 Item-8(b)	320	Rft	535.00	P.Rft	171,200
13	Supplying M.S Bail Plug of approved quality d) for 150mm, (6" dia) (PHES-2012-Part-iii, Vol-iv 2012, P-42 Item-8(b).	4	Nos	2,607.00	Each	10,428
14	Supplying and fixing local make coir stainer of approved quality complete b) for 150mm, (6" dia) (PHES-2012, P-44, Item-10(b).	120	Rft	647.00	P.Rft	77,640
	Supplying and installing M/S Blind Pipe 3/16" thick (5mm) of best and approved quality and make including necessary socket etc complete b) for 150mm (6" dia) blind pipe (PHES-2012, P-44, Item-11(b).	200	Rft	762.50	P.Rft	152,500
16 -	Full hire charges of pumping set per day inclusive of the wages of driver and assistant fuel or electric energy plate form required for placing pumps etc. at lower depths with suction and delivery pipes for pumping out water found at various depths from trenches including the cost of erection and dismantling after completion of the job.ii) Hire charges of pumping set above 10 H.P pumping out water from 15' deep trench.(PHES-2012, P-77, Item-23(ii).	75	day	2,000.00	P.day	150,000
17	NOTE:- For working the pump beyond 8 Hours the following payment shall be made, the higher of the pumping set it self being for 24 Hours. i) For pumping set of above 10 H.P (PHES-2012, P-77, Item-23(i)	900	Hrs	250.00	P.Hour	225,000
	(Total	2,466,596

CONSTRUCTION OF STONE SPURS, CONSTRUCTION OF TRENCH BUND MILE 43/2 TO 44/2 AT MUNARKI, RECOUPING OF APRON BETWEEN SPURS AND CONSTRUCTION OF DRAIN WITH PUMPING STATION AND CONSTRUCTION OF ROAD

SCHEDULE B FOR CONSTRUCTION OF ROAD

and compacting to achieve 98 to 100% density as per modified AASHTO specifications (rate includes all cost of material T & P and carriage up to 3 chains) b Surface treatment Providing Surface dressing 1st coad on new or existing surface with 50 lbs bitumen and 6 cft of bajri of required size including cleaning the road surface rolling etc (rate includes all cost of materials T & P and carriage upto 3 chains) (b) using crushed bajri c Carpet Laying with Paver Machine Providing and laying to proper line and grade 1.5" thick pre mix carpet with paver machine prepared to specified formula approved by Engineer incharge including rolling and finishing to proper line, grade, level and camber etc (rate includes all cost of materials T & P and carriage up to 3 chains) (b) using	Qty		S.No	Item	Rate	Unit	Amount
b Surface treatment Providing Surface dressing 1st coad on new or existing surface with 50 lbs bitumen and 6 cft of bajri of required size including cleaning the road surface rolling etc (rate includes all cost of materials T & P and carriage upto 3 chains) (b) using crushed bajri c Carpet Laying with Paver Machine Providing and laying to proper line and grade 1.5" thick pre mix carpet with paver machine prepared to specified formula approved by Engineer incharge including rolling and finishing to proper line, grade, level and camber etc (rate includes all cost of materials T & P and carriage up to 3 chains) (b) using 83160 Sft Broviding Surface dressing 1st coad on new or existing surface dressing 1st coad on new or existing surface with 50 lbs bitumen and 6 cft of bajri of carriage upto 3 chains) 234.91 % Sft 293.027 % Sft 4462.57 % Sft 3,711,07	62370	Cft	а	Preparing Sub Base by supplying & spreading Stone Metal 1.5"/2 " gauge of approved quality from approved quarry in required thickness to proper camber and grade including hand packing, filling voids with 20 cft of pit / canal sand having plasticity index not more than 6% of suitable quality, watering and compacting to achieve 98 to 100% density as per modified AASHTO specifications (rate includes all cost of material T & P and	1257.76	% Cft	784,465
Carpet Laying with Paver Machine Providing and laying to proper line and grade 1.5" thick pre mix carpet with paver machine prepared to specified formula approved by Engineer incharge including rolling and finishing to proper line, grade, level and camber etc (rate includes all cost of materials T & P and carriage up to 3 chains) (b) using Providing with Paver Machine 4462.57 % Sft 3,711,07	124740	Sft	b	Providing Surface dressing 1st coad on new or existing surface with 50 lbs bitumen and 6 cft of bajri of required size including cleaning the road surface rolling etc (rate includes all cost of materials T & P and carriage upto 3 chains)	234.91	% Sft	293,027
Crusticu varti	83160	Sft	С	Carpet Laying with Paver Machine Providing and laying to proper line and grade 1.5" thick pre mix carpet with paver machine prepared to specified formula approved by Engineer incharge including rolling and finishing to proper line, grade, level and camber etc (rate includes all cost of materials	4462.57	% Sft	3,711,073

Abstract

Bill No	Description	Amount in Rs.
Bill No-1	Construction of 1 No. J-Spur	
Bill No-2	Construction of 4 Nos. T-Spur	
Bill No-3	Construction of Trench Bund	
Bill No-4	Construction / Recouping of Stone Apron	
Bill No-5	Excavation of Drain i/c Pumping Station	
Bill No-6	Construction of Road	
	G. Total in Rupees	

BILL OF QUANTITIES

C. Day work Schedule

General

1. Reference is made to Sub-Clause 13.6 of the General Conditions of Contract. Work shall not be executed on a day work basis except by written order of the Engineer. Bidders shall enter basic rates for day work items in the Schedules, which rates shall apply to any quantity of day work ordered by the Engineer. Nominal quantities have been indicated against each item of day work, and the extended total for day work shall be carried forward to the bid price.

Day work Labour

- 2. In calculating payments due to the contractor for the execution of day work, the actual time of classes of labour directly doing the day work ordered by the Engineer and for which they are competent to perform will be measured excluding meal breaks and rest periods. The time of gangers (charge hands) actually doing work with the gang will also be measured but not the time of foreman or other supervisory personnel.
- 3. The contractor shall be entitled to payment in respect of the total time that labour is employed on day work, calculated at the basic rates entered by him in the Schedule of day work Rates for labour together with an additional percentage, payment on basic rates representing the contractor's profit, overheads, etc., as described below:
 - a) the basic rates for labour shall cover all direct costs to the contractor, including (but not limited to) the amount of wages paid to such labour, transportation time, overtime, subsistence allowances and any sums paid to or on behalf of such labour for social benefits in accordance with Pakistan law. The basic rates will be payable in local currency only; and
 - b) the additional percentage payment to be quoted by the bidder and applied to costs incurred under (a) above shall be deemed to cover the contractor's profit, overheads, superintendence, liabilities and insurances and allowances to labour timekeeping and clerical and office work; the use of consumable stores, water, lighting and power; the use and repair of staging's, scaffolding, workshops and stores, portable power tools, manual plant and tools; supervision by the contractor's staff, foremen and other supervisory personnel; and charges incidental to the foregoing.

SCHEDULE OF DAY WORK RATES

I. Labour

Item No.	Description	Unit	Nominal Quantity	Rate (Rs) in Figure	Rate (Rs) in Words	Extended Amount (Rs.)
1	2	3	4	5	6	7
D101	Ganger	Hr	500			
D102	Labourer	Hr	5,000			
D103	Brick layer	Hr	500			
D104	Mason	Hr	500			
D105	Carpenter	Hr	500			
D106	Steel work Erector	Hr	500			
	etc	Hr	500			
D113	Driver for vehicle up to 10 tons	Hr	1,000			
D114	Operator for excavator, dragline, shovel or crane	Hr	500			
D115	Operator for tractor, (tracked) with dozer blade or ripper	Hr	500			
D122	Allow 35% percent of subtotal Paragraph 3(b) of Day work Sche Total for Day work: Labour :			ub Total rhead, profit	, etc, in acc	ordance with
	(Carried forward to Day work Sum	nmary)				

Day work Material

- 4. The contractor shall be entitled to payment in respect of materials used for day work (except for materials for which the cost is included in the percentage addition to labour costs as detailed heretofore), at the basic rates entered by him in the Schedule of Day work Rates for materials together with an additional percentage payment on the basic rates to cover overhead charges and profit, as follows:
- a) the basic rates for materials shall be calculated on the basis of the invoiced price, freight, insurance, handling expenses, damage, losses, etc., and shall provide for delivery to store for stockpiling at the site. The basic rates shall be stated in local currency but payment will be made in the currency or currencies expended upon presentation of supporting documentation;
- b) the additional percentage payment shall be quoted by the bidder and applied to the equivalent local currency payments made under Sub-Para(a) above; and
- c) the cost of hauling materials used on work ordered to be carried out as Day work from the store or stockpile on the site to the place where it is to be use d will be paid in accordance with the terms for Labour and Constructional Plant in this Schedule.

II. Materials

Item No.	Description	Unit	Nominal Quantity	Rate (Rs) in Figure	Rate (Rs) in Words)	Extended Amount (Rs.)
1	2	3	4	5	6	7
D201	Cement, ordinary Portland or equivalent in bags	M:Ton	200			
D202	Mild Steel reinforcing bar up to 16mm diameter to BS 4449 or equivalent	M:Ton	100			
D203	Fine aggregate for concrete as specified in Clause	Cu: M	1,000			
D204	etc					
D222	Gelignite (Noble Special Gelatine 60 % or equivalent) including caps, fuse, wire and requisite accessories	M:Ton	10			
D223	Allow 35% percent of subtotal Paragraph 4(b) of Day work Sche			ub Total head, profit,	etc., in acco	ordance with
	(Carried forward to Day work Sum	nmary)				

DAY WORK

Summary (Day Work)

(i)	Total for day work:	Labour	Amounts (Rs.)
(ii)	Total for day work:	Materials	
(iii)	Total for day work:	Constructional Plant	
	Total for day work (Carried forwarded to Su	mmary Bill of Quantities)	

PROPOSED CONSTRUCTION SCHEDULE

Pursuant to Sub-Clause 8.2 of the General Conditions of Contract, the works shall be completed on or before the date stated in Appendix-A to Bid. The bidder shall provide as Appendix-E to Bid. the Construction Schedule in the bar chart (CPM, PERT or any other to be specified herein) showing the sequence of work items and the period of time during which he proposes to complete each work item in such a manner that his proposed programme for completion of the whole of the works and parts of the works may meet procuring agency's.

Description	Time for Completion
1) Whole works	Days.
2) Bill-1	Days
3) Bill-2	Days
4) Bill-3	Days
5) Bill-4	Days
6) Bill-5	Days
7) Bill-6	Days
8) Bill-7	Days

METHOD OF PERFORMING THE WORK

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

- 1. Organization Chart indicating head office and field office personnel involved in management and supervision, engineering, equipment maintenance and purchasing.
- 2. Mobilization in Pakistan, the type of facilities including personnel accommodation, office accommodation, provision for maintenance and for storage, communications, security and other services to be used.
- 3. The method of executing the works, the procedures for installation of equipment and machinery and transportation of equipment and materials to the s

LIST OF MAJOR EQUIPMENT – RELATED ITEMS

[The bidder will provide on Sheet 2 of this Appendix a list of all major equipment and related items, under separate heading for items owned, to be purchased or to be arranged on lease by him to carry out the works. The information shall include make, type, capacity, and anticipated period of utilization for all equipment which shall be in sufficient detail to demonstrate fully that the equipment will meet all requirements of the Specifications.]

Appendix-G to Bid

LIST OF MAJOR EQUIPMENT

Owned Purchased or Leased	Description of Unit (Make, Model, Year)	Capacity HP Rating	Condition	Present Location or Source	Date of Delivery at Site	Period of Work on Project
1	2	3	4	5	6	7
a. Owned						
			: <u> </u>			
b. To be Purchased						
c. To be arranged on Lease			· · · · · · · · · · · · · · · · · · ·			
					:	

CONSTRUCTION CAMP AND HOUSING FACILITIES

The Contractor in accordance with Clause 6 of the Conditions of Contract shall provide description of his construction camp"s facilities and staff housing requirements.

The contractor shall be responsible for pumps, electrical power, water and electrical distribution systems, and sewerage system including all fittings, pipes and other items necessary for servicing the contractor's construction camp.

The bidder shall list or explain his plans for providing these facilities for the service of the contract as follows:

- 1. Site Preparation (clearing, land preparation, etc.).
- 2. Provision of Services.
 - a) Power (expected power load, etc.).
 - b) Water (required amount and system proposed).
 - c) Sanitation (sewage disposal system, etc.).
- 3. Construction of Facilities
 - a) Contractor's Office. Workshop and Work Areas (areas required and proposed layout, type of construction of buildings, etc.).
 - b) Warehouses and Storage Areas (area required, type of construction and layout).
 - c) Housing and Staff Facilities (Plans for housing for proposed staff, layout, type of construction, etc.).
- 4. Construction Equipment Assembly and Preparation (detailed plans for carrying out this activity).
- 5. Other Items Proposed (Security services, etc.).

LIST OF SUBCONTRACTORS

I/We intend to subcontract the following parts of the work to subcontractors. In my/our opinion, the subcontractors named hereunder are reliable and competent to perform that part of the work for which each is listed.

Enclosed are documentation outlining experience of subcontractors, the curriculum vitae and experience of their key personnel who will be assigned to the contract, equipment to be supplied by them, size, location and type of contracts carried out in the past.

Part of Works (Give Details)	Subcontractor (With Complete Address)	
1	2	
	!	

ESTIMATED PROGRESS PAYMENTS

Bidder's estimate of the value of work which would be executed by him during each of the periods stated below, based on his Programme of the works and the Rates in the Bill of Quantities, expressed in Pakistani Rupees:

Quarter/	Amounts
Year / Period	(in thousands)
1	2
1 st Quarter	
2 nd Quarter	
3 rd Quarter	
4 th Quarter	
5 th Quarter	P. 414 A 1 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4
6 th Quarter	***
7 th Quarter	
8 th Quarter	
Bid Price	

ORGANIZATION CHART FOR THE SUPERVISORY STAFF AND LABOUR

(INTEGRITY PACT)

DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC; PAYABLE BY CONTRACTORS.

Contract No. Dated	
Contract No Dated Contract Value: Contract Title:	
	enefit from
Without limiting the generality of the foregoing, [name of Contractor] represents and w it has fully declared the brokerage, commission, fees etc. paid or payable to anyone an or agreed to give and shall not give or agree to give to anyone within or outside Pak directly or indirectly through any natural or juridical person, including its affiliate, agen broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any congratification, bribe, finder's fee or kickback, whether described as consultation fee or with the object of obtaining or inducing the procurement of a contract, right, interest, pother obligation or benefit in whatsoever form from, from Procuring Agency (PA) which has been expressly declared pursuant hereto.	d not given istan either t, associate, ommission, otherwise, privilege or
[name of Contractor] accepts full responsibility and strict liability that it has made and full disclosure of all agreements and arrangements with all persons in respect of or re transaction with PA and has not taken any action or will not take any action to circumvendeclaration, representation or warranty.	ated to the
[name of Contractor] accepts full responsibility and strict liability for making any false of not making full disclosure, misrepresenting facts or taking any action likely to defeat to of this declaration, representation and warranty. It agrees that any contract, right, interest or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to rights and remedies available to PA under any law, contract or other instrument, be voice option of PA.	he purpose t, privilege o any other
Notwithstanding any rights and remedies exercised by PA in this regard, Supplier/Contractor/Consultant] agrees to indemnify PA for any loss or damage incurr account of its corrupt business practices and further pay compensation to PA in equivalent to ten time the sum of any commission, gratification, bribe, finder's fee of given by [name of Contractor] as aforesaid for the purpose of obtaining or inducing the proof any contract, right, interest, privilege or other obligation or benefit in whatsoever form	ed by it on an amount r kickback rocurement

[Contractor]

[Procuring Agency]

FORMS

BID SECURITY PERFORMANCE SECURITY

CONTRACT AGREEMENT

MOBILIZATION ADVANCE GUARANTEE INDENTURE BOND FOR SECURED ADVANCE

BID SECURITY (Bank Guarantee)

Security Executed on			
	(Date)		
Name of Surety (Bank) with Address:			
	(Scheduled Bank in Pakis	(Scheduled Bank in Pakistan)	
Name of Principal (Bidder) with Address _			
Penal Sum of Security Rupees.	(Rs.)	
Bid Reference No.			
KNOW ALL MEN BY THESE PRESENT the request of the said Principal (Bidder) bound unto			
(hereinafter called the 'Procuring Agency')	in the sum stated above for the pa	ayment of which	
sum well and truly to be made, we bind o	ourselves, our heirs, executors, ad	ministrators and	
successors, jointly and severally, firmly by	these presents.		
THE CONDITION OF THIS OBLIGATIO	N IS SUCH, that whereas the Bidd	ler has submitted	
the accompanying bid dated for Bi	id No for(Partic	culars of Bid) to	
the said Procuring Agency; and			
WHEREAS, the Procuring Agency has rec	quired as a condition for consider	ing said bid that	

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

- (1) that the bid security shall remain in force up to and including the date 28 days after the deadline for validity of bids as stated in the Instructions to bidders or as it may be extended by the procuring agency, notice of which extension(s) to the Surety is hereby waived;
- (2) that the bid security of unsuccessful bidders will be returned by the procuring agency after expiry of its validity or upon signing of the Contract Agreement; and
- (3) that in the event of failure of the successful bidder to execute the proposed Contract Agreement for such work and furnish the required Performance Security, the entire said sum be paid immediately to the said procuring agency pursuant to Clause 15.6 of the Instruction to bidders for the successful bidder's failure to perform.

NOW THEREFORE, if the successful bidder shall, within the period specified therefore, on the prescribed form presented to him for signature enter into a formal Contract with the said procuring agency in accordance with his bid as accepted and furnish within twenty eight (28) days of his being requested to do so, a Performance Security with good and sufficient surety, as may be required, upon the form prescribed by the said procuring agency for the faithful performance and proper fulfilment of the said Contract or in the event of non-withdrawal of the said bid within the time specified for its validity then this obligation shall be void and of no effect, but otherwise to remain in full force and effect.

PROVIDED THAT the Surety shall forthwith pay the procuring agency, the said sum upon first written demand of the procuring agency (without cavil or argument) and without requiring the procuring agency to prove or to show grounds or reasons for such demand,

notice of which shall be sent by the procuring agency by registered post duly addressed to the Surety at its address given above.

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

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

SURETY (Bank)
WITNESS:
Signature

1.
Name
Title
Corporate Secretary (Seal)
Corporate Guarantor (Seal)
2.

Name, Title & Address

FORM OF PERFORMANCE SECURITY (Bank Guarantee)

	Guarantee No.
	Executed on
	Expiry date
[Letter by the Guarantor to the Procuring Agend	
Name of Guarantor (Bank) with address:	
	(Scheduled Bank in Pakistan)
Name of Principal (Contractor) with address:	
Penal Sum of Security (express in words and fig	gures)
Letter of Acceptance No	
KNOW ALL MEN BY THESE PRESENTS, documents and above said Letter of Acceptance request of the said Principal we, the Guarantor the	e (hereinafter called the Documents) and at the above named, are held and firmly bound unto
the procuring agency) in the penal sum of the amou well and truly to be made to the said procuring agadministrators and successors, jointly and sever	gency, we bind ourselves, our heirs, executors,
THE CONDITION OF THIS OBLIGATION accepted the procuring agency's above said Lett	
(Name	e of Contract) for the
(Name o	of Project).
NOW THEREFORE, if the Principal (Contract the undertakings, covenants, terms and condition terms of the said Documents and any extensions agency, with or without notice to the Guarantor, well and truly perform and fulfill all the undertagent contract and of any and all modifications of said of which modifications to the Guarantor being hotherwise to remain in full force and virtue till all of Conditions of Contract are fulfilled.	ons of the said Documents during the original is thereof that may be granted by the procuring which notice is, hereby, waived and shall also akings, covenants terms and conditions of the Documents that may hereafter be made notice acreby waived, then, this obligation to a coid;
Our total liability under this Guarantee is limite of any liability attaching to us under this Guaran be received by us within the validity period of discharged of our liability, if any, under this Guaran	ntee that the claim for payment in well as shall of this Guarantee, failing which we shall be

We,	(the Guarantor), waiving all effections ar
defenses under the Contract, do hereby ir	revocably and independently guarantee to pay to the procuring agency's first written demand without
reasons for such demand any sum or sums agency's written declaration that the Prince	the procuring agency to prove or to she argumeds of sup to the amount stated above, against the procuring cipal has refused or failed to perform the of figurious be effected by the Guarantor to Procuring Agency
whether the Principal (Contractor) has dras defaulted in fulfilling said obligation	agency shall be the sole and final judy. To deciding the performed his obligations under the Contract of and the Guarantor shall pay with a deciding a procuring to the Principal or any other person.
its seal on the date indicated above, the na	ounden Guarantor has executed this Introme and und ame and corporate seal of the Guarant preing here its undersigned representative, purement to enthorise
177'	Quarante ini
Witness: 1	Signature
	Name
Corporate Secretary (Seal)	Name
Corporate Secretary (Seal) 2	

FORM OF CONTRACT AGREEMENT

THIS	CONTRA	AC1 .	AGRE day		hereinalter ca (month)		-		nt") m betw	
(herea	after c	alled	the	"Procuri	ng Agency"	of	the	one	part	and
					(herea	fter ca	lled the	e "Con	tractor'	') of the other
part.										
WHE	REAS the	Procu	ıring A	gency is d	esirous that ce	rtain w	orks, v	viz		- 1980
		_			and has acceptors and the rem		-			
NOW	this Agree	ement	witnes	sseth as f	ollows:					
1. respec		_			l expressions on ditions of Co					anings as are
		ctions	•		•	_				ot il ise parts rued as part of
(a) (b) (c) (d) (e) (f) (g) (h) (i) (j) (k)	The Spec The Gene The price The comp The Drav The Spec	er of Appleted Stipularial Coeral Coe	Accepta I Form ations (condition fondition I of Qual I Appending ions.	ance; of Bid; Appendix- ns of Cont ons – Part l antities (A ndices to E	-A to Bid); tract – Part II; I; appendix-D to Bid (B, C, E to	L);				
execut	einafter m	nentio iplete	ned, tl the wo	ne Contrac orks and re	s to be made better hereby comedy defects	venan	ts witl	i the p	orocurii	ng spendy to
4.	Procuring	r age	ncv he	reby cove	enants to pay	the co	ntracto	or, in o	conside	eration of the

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

Signature of the Contactor	Signature of Procuring Agency
(Seal) (Seal)	Value and the second se
Signed, Sealed and Delivere	d in the presence of:
Witness: Witness:	
(Name, Title and Address)	(Name, Title and Address)

MOBILIZATION ADVANCE GUARANTEE

Bank Guarantee No	Date
WHEREAS	(hereinafter called the 'Procuring Agency') has entered into
Contract for	
(Particulars of Contract) w	
AND WHEREAS, the Pr Contractor's request, an a:	rocuring Agency has agreed to advance to the Contractor, at the mount of Rupees (Rs
	vanced to the Contractor as per provisions of the Contract.
	ocuring Agency has asked the Contractor to furnish Guarantee to
secure the mobilization ad	vance for the performance of his obligations under the said Contract
AND WHEREAS,	
	(Scheduled Bank in Pakistan)
	arantor") at the request of the Contractor and in consideration of the
	g to make the above advance to the Contractor, has agreed to furnish
the said Guarantee.	
	e Guarantor hereby guarantees that the Contractor shall use the
• •	f above mentioned Contract and if he fails and commits default in
*	bligations for which the advance payment is made, the Guaranton ring agency for payment not exceeding the aforementioned amount
<u>-</u>	fault, of which the procuring agency shall be the sole and final judge
	or, shall be given by the procuring agency to the Guarantor, and or
	payment shall be made by the Guarantor of all sums then due under
	reference to the Contractor and without any objection.
	in in force until the advance is fully adjusted against payments from
	ficates of the Contractor or until
	whichever is earlier.
(Dat	
`	nder this Guarantee shall not in any case exceed the sum of Rupees
This Guarantee shall rema	in valid up to the aforesaid date and shall be null and void after the
	if the advance made to the Contractor is fully adjusted against
payments from Interim Pa	syment Certificates of the Contractor provided that the Guaranton
agrees that the aforesaid p	period of validity shall be deemed to be extended if on the above
mentioned date the advanc	e payment is not fully adjusted.
	GUARANTOR
	1. Signature
	2. Name
WITTER	3. Title
WITNESS	
1.	
Corporate Secretary	v (Seal)
2.	, (~-)
(Name Title & Address)	Corporate Guarantor (Seal)
(Iname Time & Address)	Corporate Quarantor (Scar)

INDENTURE FOR SECURED ADVANCES

(For use in cases in which is contract is for finished work and the contractor has entered into

àn a	greement for the execution of a certain specified quantity of work in a given time).
expr	INDENTURE made the
has a	EREAS by an agreement, dated (hereinafter called the said agreement, the contracto agreed to perform the under-mentioned works (hereinafter referred to as the said work): e enter (the description of the works).1
(Rs. to the such (included) (incl	WHEREAS the contractor has applied to the
conta adva	and on such covenants and conditions as are hereinafter ained and the Government has reserved to itself the option of marking any further note or advances on the security of other materials brought by the Contractor to the site as said works.
cons (Rs. by the further herei	I THIS INDENTURE WTTNESSETH that in pursuance of the said agreement and in ideration of the sum of Rupees) on or before the execution of these presents paid to the Contractor of Government (the receipt whereof the Contractor doth hereby acknowledge) and of such advances (if any) as may be made to him as aforesaid (all of which advances are nafter collectively referred to as the said amount) the Contractor doth hereby assign unto 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
(2)	That the materials detailed in the said Running Account Bill (B) which have been offered to and accepted by (he Government as security for the said amount are absolutely by the Contractors own property free from encumbrances of any kind and the Contractor will not make any application for or receive a further advance on the security of materials which are not absolutely his own property and free from encumbrances of any kind and the contractor hereby agrees, at all times, to indemnify and save harmless the Government against all claims whatsoever to any materials in respect of which an advance has been made to him as aforesaid.

- (3) That the said materials detailed in the said Running Account Bill (B) and all other materials on the security of which any further advance or advances may hereafter be made as aforesaid (hereinafter called the said materials) shall be used by the Contractor solely in the execution of the said works in accordance with the directions of the Divisional Officer (hereinafter called the Divisional Officer) and in the terms of the said agreement.
- (4) That the Contractor shall make at his own cost all necessary and adequate arrangement for the proper watch, safe custody and protection against all risks of the said material and that until used in construction as aforesaid the said materials shall remain at the site of the said works in the Contractor's custody and at his own risk and on his own responsibility and shall at all times be open to inspection by (he Divisional Officer or any officer authorized by him. In the event of the said materials of any part (hereof being stolen, destroyed or damaged or becoming deteriorated in a greater 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) at 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.

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

- (a) Seize and utilize the said materials or any part thereof in the completion of the said works on behalf of the Contractor in accordance with the provisions in that behalf contained in the said agreement debiting the Contractor with the actual cost of effecting such completion the amount due in respect of advances under these presents and crediting the Contractor with the value of work done as he had carried it out in accordance with the said agreement and at the rates thereby provided. If the balance is against the Contractor he is to pay the same to the Government on demand.
- (b) Remove and sell by public auction the seized materials or any part thereof and out of the 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 said advance shall not be payable.
- (10) That in the event of any conflict between the provisions of these presents and the said agreement the provisions of these presents shall prevail and in the event of any dispute or difference arising over the construction or effect of these presents the settlement of which has not been hereinbefore expressly provided for the same shall be referred to the Superintending Engineer/Executive District Officer/Officer one grade higher to officer signed the agreement Circle whose.................. decision shall be final and the provisions of the Arbitration Act 1940 for the time being in force so far as they are applicable shall apply to any such reference.

are applicable shall appl	y to any such reference.
Signed, sealed and delivered by:	

1st witness

SEAL

In the presence of

2nd witness

Notes on the Conditions of Contract

The Conditions of Contract comprise two parts:

(a) Part I General Conditions of Contract

(b) Part II Special Conditions of Contract

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

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

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

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

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

"Copies of the FIDIC Conditions of Contract can be obtained from: To request such permission please contact:

FIDIC CASE POSTALE, CH-1215 Switzerland;

Tel. +41 22 799 49 00; Fax; +41 22 799 49 01 E-mail: fidic@fidic.org.

FOR CONSTRUCTION

PART – I: GENERAL CONDITIONS OF CONTRACT FOR BUILDING AND ENGINEERING WORKS DESIGNED BY THE EMPLOYER

Multilateral Development Bank Harmonised Edition March 2006

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INTERNATIONAL FEDERATION OF CONSULTING ENGINEERS
INTERNATIONALE VEREINIGUNG BERATENDER INGENIEURE FEDERACION
INTERNACIONAL DE INGENIEROS CONSULTORES

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Tel: +41 22 799 49 00; Fax: +41 22 799 49 01 E-mail: fidic@fidic.org.

Definitions listed alphabetically

1.1.4.1	Accepted Contract Amount	1.1.4.7	Interim Payment Certificate
1.1.2.11	Bank	1.1.6.5	Laws
1.1.3.1	Base Date	1.1.1.3	Letter of Acceptance
1.1.1.9	Bill of Quantities	1.1.1.4	Letter of Tender
1.1.2.12	Borrower	1.1.4.8	Local Currency
1.1.3.2	Commencement Date	1.1.5.3	Materials
1.1.1.1	Contract	1.1.2.1	Party
1.1.1.2	Contract Agreement	1.1.4.9	Payment Certificate
1.1.1.10	Contract Data	1.1.3.8	Performance Certificate
1.1.4.2	Contract Price	1.1.6.6	Performance Security
1.1.2.3	Contractor	1.1.5.4	Permanent Works
1.1.6.1	Contractor's Documents	1.1.5.5	Plant
1.1.5.1	Contractor's Equipment	1.1.4.10	Provisional Sum
1.1.2.7	Contractor's Personnel	1.1.4.11	Retention Money
1.1.2.5	Contractor's Representative	1.1.1.7	Schedules
1.1.4.3	Cost	1.1.1.9	Schedule, Payment Currencies
1.1.6.2	Country	1.1.5.6	Section
1.1.2.9	DB	1.1.6.7	Site
1.1.3.9	day	1.1.1.5	Specification
1.1.1.9	Daywork Schedule	1.1.4.12	Statement
1.1.3.7	Defects Notification Period	1.1,2.8	Subcontractor
1.1.1.6	Drawings	1.1.3.5	Taking-Over Certificate
1.1.2.2	Employer	1.1.5.7	Temporary Works
1.1.6.3	Employer's Equipment	1.1.1.8	Tender
1.1.2.6	Employer's Personnel	1.1.3.6	Tests after Completion
1.1.2.4	Engineer	1.1.3.4	Tests on Completion
1.1.2.10	FIDIC	1.1.3.3	Time for Completion
1.1.4.4	Final Payment Certificate	1.1.6.8	Unforeseeable
1.1.4.5	Final Statement	1.1.6.9	Variation
1.1.6.4	Force Majeure	1.1.5.8	Works
1.1.4.6 1.1.5.2	Foreign Currency Goods	1.1.3.9	year

PART II - SPECIAL CONDITIONS OF CONTRACT

1.1 Definitions

- 1.1.1.4 "Form of Bid" is synonymous with "Letter of Tender".
- 1.1.1.5 "Bid" is synonymous with "Tender".
- 1.1.1.10 "Bidding" is synonymous with "contract". The following paragraph is added:
- 1.1.1.11"Programme" means the programme to be submitted by the contractor in accordance with Sub-Clause 8.3 and any approved revisions thereto.
- 1.12.2 "Employer" is synonymous with "Procuring Agency"
- 1.1.2.9 "DB" is synonymous with "Committee".
- 1.1.3.1 Replace 28 days by 7 days in LCB and 15 days in ICB..
- 1.1.3.7 "Defects notification Period" is synonymous with "Defects liability Period".

1.15 Inspections and Audit by the Bank

Deleted

3.1 Engineer's Duties and Authority.

The following paragraph is added after duties:

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

4.3 Contractor's Representative

The following text is to be added after last line:

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

6.10 Records of Contractor's Personnel and Equipment

The following paragraph is added:

The Contractor shall, upon request by the Engineer at any time in relation to any item (92) of hired Contractor's Equipment, forthwith notify the Engineer in writing the name and address of the Owner of the equipment and shall certify that the agreement for the hire thereof contains a provision in accordance with the requirements set forth above. The following sub-clause 7.9 is added in (GCC):

7.9 Use of Pakistani Materials and Services

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

8.1 Commencement of Works

The last para is deleted and substituted with the following:

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

8.3 Programme

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

The programme shall be submitted in the either form of:

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

8.11 Prolonged Suspension

Replace 84 days by 120 days.

13.1 Right to Vary

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

13.3 Variation procedure

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

14.1 The Contract Price

Sub-para (d) is deleted.

14.2 Advance Payment

The Text is deleted and replaced with following: Advance Payment/Mobilization Advance shall be made available to the Contractor by the procuring agency on following conditions:

Mobilization Advance/Advance Payment

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

14.5 Plants and Materials intended for Works

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

- (I) The Contractor shall be entitled to receive from the procuring agency Secured Advance against an INDENTURE BOND in Public Works Account Form No.31 (Fin. R. Form No. 2) acceptable to the procuring agency of such sum as the Engineer may consider proper in respect of non-perishable materials brought at the site but not yet incorporated in the Permanent Works provided that:
 - (i) The materials are in accordance with the specifications for the permanent works;
 - (ii) Such materials have been delivered to the site and are properly stored and protected against loss or damage or deterioration to the satisfaction and verification of the Engineer/Assistant Engineer but at the risk and cost of the Contractor;
 - (iii) The Contractor's records of the requirements, orders, receipts and use of materials are kept in a form approved by the Engineer, and such records shall be available for inspection by the Engineer;
 - (iv) The Contractor shall submit with his monthly statement the estimated value of the materials on site together with such documents as may be required by the Engineer for the purpose of valuation of materials and providing evidence of ownership and payment therefore; (94)
 - (v) Ownership of such materials shall be deemed to vest in the procuring agency and these materials shall not be removed from the site or otherwise disposed of without written permission of the procuring agency;
 - (vi) The sum payable for such materials on site shall not exceed 75 % of the (i) landed cost of imported materials, or (ii) ex-factory / ex-warehouse price of locally manufactured or produced materials, or (iii) market price of stands other materials:
 - (vii) Secured Advance shall not be allowed unless and until the previous advance, if any, is fully recovered;
 - (viii) Detailed account of advances must be kept in part II of running account bill or a separate statement; and
 - (ix) Secured Advance may be permitted only against materials/quantities anticipated to be consumed / utilized on the work within a period of 3 months from the date of issue of secured advance and in no case for full quantities of materials for the entire work/contract.
- (II) Recovery of Secured Advance:

Secured Advance paid on non-perishable materials to the Contractor under the above provisions shall be effected from the monthly payments on actual consumption basis, but not later than period specified in the rules not more than three months (even if unutilized);

14.8 Delayed Payment

Second Para is replaced with following text:

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

15.2 Termination by Employer

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

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

15.6 Corrupt and fraudulent Practices.

The following text is to be added as 3rd paragraph:

Successful Contractor has to provide Integrity Pact (for contracts worth Rs.10.0 million and above). If the Contractor or any of his Subcontractors, agents or servants is found to have violated or involved in violation of the Integrity Pact signed by the Contractor as Appendix-L to his Bid, then the procuring agency shall be entitled to:

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

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

16.4 Payment on Termination

Sub-paragraph (c) is deleted.

17.3 Employer's/ Procuring Agency's Risks

Sub-Clause 17.3 (h) is deleted.

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

18.1 General Requirements for Insurance

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

19.6 Optional Termination, Payment and release by the Employer

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

20.6 Arbitration

Text will be replaced as under;

Any dispute in respect of which:

- (a) the decision, of the Dispute Board has not become final and binding pursuant to subclause 20.2, and
- (b) amicable settlement has not been reached within the period stated in sub-clause 20.5, shall be finally settled, under the provisions of the Arbitration Act, 1940 as amended or any statutory modification/Rules of Conciliation And Arbitration PEC Islamabad or reenactment thereof for the time being in force.

The place of arbitration shall be in Sindh Province.

General Conditions

General Provisions

1.1 Definitions

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

1.1.1 The Contract

- 1.1.1.1 "Contract" means the Contract Agreement, the Letter of Acceptance, the Letter of Tender, these Conditions, the Specification, the Drawings, the Schedules, and the further documents (if any) which are listed in the Contract Agreement or in the Letter of Acceptance.
- 1.1.1.2 "Contract Agreement" means the contract agreement referred to in Sub-Clause 1.6 [Contract Agreement].
- 1.1.1.3 "Letter of Acceptance" means the letter of formal acceptance, signed by the Employer, of the Letter of Tender, including any annexed memoranda comprising agreements between and signed by both Parties. If there is no such letter of acceptance, the expression "Letter of Acceptance" means the Contract Agreement and the date of issuing or receiving the Letter of Acceptance means the date of signing the Contract Agreement.
- 1.1.1.4 "Letter of Tender" means the document entitled letter of tender or letter of bid, which was completed by the Contractor and includes the signed offer to the Employer for the Works.
- 1.1.1.5 "Specification" means the document entitled specification, as included in the Contract, and any additions and modifications to the specification in accordance with the Contract. Such document specifies the Works.
- 1.1.1.6 "Drawings" means the drawings of the Works, as included in the Contract, and any additional and modified drawings issued by (or on behalf of) the Employer in accordance with the Contract.
- 1.1.1.7 "Schedules" means the document(s) entitled schedules, completed by the Contractor and submitted with the Letter of Tender, as included in the Contract. Such document may include the Bill of Quantities, data, lists, and schedules of rates and/or prices.
- 1.1.1.8 "Tender" means the Letter of Tender and all other documents which the Contractor submitted with the Letter of Tender, as included in the Contract.
- 1.1.1.9 "Bill of Quantities", "Daywork Schedule" and "Schedule of Payment Currencies" mean the documents so named (if any) which are comprised in the Schedules
- 1.1.1.10 "Contract Data" means the pages completed by the Employer entitled contract data which constitute Part A of the Particular Conditions.

Parties and Persons

1121

"Party" means the Employer or the Contractor, as the context requires.

1122

"Employer" means the person named as employer in the Contract Data and the legal successors in title to this person.

1.1.2.3

"Contractor" means the person(s) named as contractor in the Letter of

Tender accepted by the Employer and the legal successors in title to this

person(s).

1.1.2.4

"Engineer" means the person appointed by the Employer to act as the

Engineer for the purposes of the Contract and named in the Contract Data, or
other person appointed from time to time by the Employer and notified to the

Contractor under Sub-Clause 3.4 [Replacement of the Engineer].

1.1.2.5 "Contractor's Representative" means the person named by the

Sub-Clause 4.3 [Contractor's Representative], who acts on behalf of the Contractor.

Contractor in the Contract or appointed from time to time by the Contractor under

1.1.2.6

"Employer's Personnel" means the Engineer, the assistants referred to in Sub-Clause 3.2 [Delegation by the Engineer] and all other staff, labour and other employees of the Engineer and of the Employer; and any other personnel notified to the Contractor, by the Employer or the Engineer, as Employer's Personnel.

1.1.2.7

"Contractor's Personnel" means the Contractor's Representative and all personnel whom the Contractor utilises on Site, who may include the staff,

labour and other employees of the Contractor and of each Subcontractor; and any other personnel assisting the Contractor in the execution of the Works.

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

1.1.2.9 "DB" means the person or three persons appointed under Sub-Clause 20.2

[Appointment of the Dispute Board] or Sub-Clause 20.3 [Failure to Agree on the Composition of the Dispute Board].

1.1.2.10

"FIDIC" means the Fédération Internationale des Ingénieurs-Conseils, the international federation of consulting engineers.

1.1.2.11

"Bank" means the financing institution (if any) named in the Contract Data.

1.1.2.12

"Borrower" means the person (if any) named as the borrower in the

Contract Data.

1.1.3

Dates, Tests, Periods

and Completion

1.1.3.1

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

1.1.3.2

"Commencement Date" means the date notified under Sub-Clause 8.1

[Commencement of Works].

1.1.3.3 "Time for Completion" means the time for completing the Works or a Section

(as the case may be) under Sub-Clause 8.2 [Time for Completion], as stated in the Contract

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

- 1.1.3.4 "Tests on Completion" means the tests which are specified in the Contract or agreed by both Parties or instructed as a Variation, and which are carried out under Clause 9 [Tests on Completion] before the Works or a Section (as the case may be) are taken over by the Employer.
- 1.1.3.5 "Taking-Over Certificate" means a certificate issued under Clause 10 [Employer's Taking Over].
- 1.1.3.6 "Tests after Completion" means the tests (if any) which are specified in the

Contract and which are carried out in accordance with the Specification after the Works or a Section (as the case may be) are taken over by the Employer.

1.1.3.7 "Defects Notification Period" means the period for notifying defects in the

Works or a Section (as the case may be) under Sub-Clause 11.1 [Completion of Outstanding Work and Remedying Defects], which extends over twelve months except if otherwise stated in the Contract Data (with any extension under Sub-Clause 11.3 [Extension of Defects Notification Period]), calculated from the date on which the Works or Section is completed as certified under Sub-Clause 10.1 [Taking Over of the Works and Sections].

- 1.1.3.8 "Performance Certificate" means the certificate issued under Sub-Clause 11.9 [Performance Certificate].
- 1.1.3.9 "day" means a calendar day and "year" means 365 days.
- 1.1.4

Money and Payments 1.1.4.1 "Accepted Contract Amount" means the amount accepted in the Letter of

Acceptance for the execution and completion of the Works and the remedying of any defects.

- 1.1.4.2 "Contract Price" means the price defined in Sub-Clause 14.1 [The Contract Price], and includes adjustments in accordance with the Contract.
- 1.1.4.3 "Cost" means all expenditure reasonably incurred (or to be incurred) by the

Contractor, whether on or off the Site, including overhead and similar charges, but does not include profit.

- 1.1.4.4 "Final Payment Certificate" means the payment certificate issued under Sub-Clause 14.13 [Issue of Final Payment Certificate].
- 1.1.4.5 "Final Statement" means the statement defined in Sub-Clause 14.11

[Application for Final Payment Certificate].

- 1.1.4.6 "Foreign Currency" means a currency in which part (or all) of the Contract Price is payable, but not the Local Currency.
- 1.1.4.7 "Interim Payment Certificate" means a payment certificate issued under

Clause 14 [Contract Price and Payment], other than the Final Payment Certificate.

1.1.4.8 "Local Currency" means the currency of the Country.

1.1.4.9 "Payment Certificate" means a payment certificate issued under Clause 14

[Contract Price and Payment].

1.1.4.10 "Provisional Sum" means a sum (if any) which is specified in the Contract as

a provisional sum, for the execution of any

part of the

Works

supply of Plant, Materials or services under

or for the

supply of Flame, Materials of

Sub-Clause

13.5 [

Provisional

Sums].

1.1.4.11 "Retention Money" means the accumulated retention moneys which the

Employer retains under Sub-Clause 14.3 [Application for Interim Payment Certificates] and pays under Sub-Clause

14.9 [Payment of Retention Money].

1.1.4.12

"Statement" means a statement submitted by the Contractor as part of an

application, under Clause 14 [Contract Price and Payment], for a payment

certificate.

1.1.5

Works and Goods

1,1.5.1

"Contractor's Equipment" means all apparatus, machinery, vehicles and

other things required for the execution and completion of the Works and the

remedying of any defects. However, Contractor's Equipment excludes Temporary Works, Employer's Equipment (if any), Plant, Materials and any other things intended to form or forming part of the Permanent Works.

1.1.5.2 "Goods" means Contractor's Equipment, Materials, Plant and Temporary

Works, or any of them as appropriate.

1.1.5.3 "Materials" means things of all kinds (other than Plant) intended to form or forming part of the Permanent Works, including the supply-only materials (if

any) to be supplied by the Contractor under the Contract.

1.1.5.4 "Permanent Works" means the permanent works to be executed by the

Contractor under the Contract.

- 1.1.5.5 "Plant" means the apparatus, machinery and vehicles intended to form or forming part of the Permanent Works, including vehicles purchased for the Employer and relating to the construction or operation of the Works.
- 1.1.5.6 "Section" means a part of the Works specified in the Contract Data as a

Section (if any).

1.1.5.7 "Temporary Works" means all temporary works of every kind (other than Contractor's Equipment) required on Site for the execution and completion

of the Permanent Works and the remedying of any defects.

1.1.5.8 "Works" mean the Permanent Works and the Temporary Works, or either of them as appropriate.

1.1.6

Other Definitions calculations.

1.1.6.1 "Contractor's Documents" means the

computer programs

and other software, drawings, manuals, models and other documents of a

technical nature (if any) supplied by the Contractor under the Contract.

- 1.1.6.2 "Country" means the country in which the Site (or most of it) is located, where the Permanent Works are to be executed.
- 1.1.6.3 "Employer's Equipment" means the apparatus, machinery and vehicles (if any) made available by the Employer for the use of the Contractor in the execution of the Works, as stated in the Specification; but does not include

Plant which has not been taken over by the Employer.

- 1.1.6.4 "Force Majeure" is defined in Clause 19 [Force Majeure].
- 1.1.6.5 "Laws" means all national (or state) legislation, statutes, ordinances and other laws, and regulations and by-laws of any legally constituted public authority.
- 1.1.6.6 "Performance Security" means the security (or securities, if any) under

Sub-Clause 4.2 [Performance Security].

- 1.1.6.7 "Site" means the places where the Permanent Works are to be executed, including storage and working areas, and to which Plant and Materials are to be delivered, and any other places as may be specified in the Contract as forming part of the Site.
- 1.1.6.8 "Unforeseeable" means not reasonably foreseeable by an experienced contractor by the Base Date.
- 1.1.6.9 "Variation" means any change to the Works, which is instructed or approved as a variation under Clause 13 [Variations and Adjustments].

Interpretation In the Contract, except where the context requires otherwise:

- (a) words indicating one gender include all genders;
- (b) words indicating the singular also include the plural and words indicating the

plural also include the singular;

(c) provisions including the word "agree", "agreed" or "agreement" require the

agreement to be record in writing;

- (d) "written" or "in writing" means hand-written, type-written, printed or electronically made, and resulting in a permanent record; and
- (e) the word "tender" is synonymous with "bid", and "tenderer" with "bidder" and

the words "tender documents" with "bidding documents".

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

In these Conditions, provisions including the expression "Cost plus profit" require this

profit to be one-twentieth (5%) of this Cost unless otherwise indicated in the Contract

Data.

1.3

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

shall be:

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

(ii) if the recipient has not stated otherwise when requesting an approval or consent, it may be sent to the address from which the request was

issued.

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

Engineer, a copy shall be sent to the Engineer or the other Party, as the case may be.

1.4

Law and Language

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

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

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

1.5 Priority of Documents

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

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

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

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Annex PROCEDURAL RULE

PART II - SPECIAL /PARTICULAR CONDITIONS OF CONTRACT

1.1 Definitions

- "Form of Bid" is synonymous with "Letter of Tender".
- 1.1.1.5 "Bid" is synonymous with "Tender".
 - 1.1.1.10 "Bidding" is synonymous with "contract".

The following paragraph is added:

1.1.1.11"Programme" means the programme to be submitted by the contractor in accordance with

Sub-Clause 8.3 and any approved revisions thereto.

- 1.12.2 "Employer" is synonymous with "Procuring Agency" 1.1.2.9 "DB" is synonymous with "Committee".
- 1.1.3.1 Replace 28 days by 7 days in LCB and 15 days in ICB..
- 1.1.3.7 "Defects notification Period" is synonymous with "Defects liability Period".

1.15 Inspections and Audit by the Bank

Deleted

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

3.1 Engineer's Duties and Authority.

The following paragraph is added after duties:

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

4.3 Contractor's Representative

The following text is to be added after last line:

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

6.10 Records of Contractor's Personnel and Equipment

The following paragraph is added:

The Contractor shall, upon request by the Engineer at any time in relation to any item

of hired Contractor"s Equipment, forthwith notify the Engineer in writing the name and address of the Owner of the equipment and shall certify that the agreement for the hire thereof contains a provision in accordance with the requirements set forth above.

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

7.9 Use of Pakistani Materials and Services

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

8.1 Commencement of Works

The last para is deleted and substituted with the following:

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

8.11 Prolonged Suspension Replace 84 days by 120 days.

8.3 Programme

The following text is to be added after [Commencement of Works] The programme shall be submitted in the either form of:

- a) Bar Chart identifying the critical activities.
- b) Critical Path Method (CPM) identifying the critical path/activities.
- c) Program Evaluation and Review Techniques (PERT).

(Procuring Agency to select appropriate one)

13.1 Right to vary

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

13.3 Variation procedure

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

13.8 Adjustment for changes in cost

This clause will be applicable for Foreign funded Project/ Schemes or ICB

Contracts (locally & foreign funded) only.

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

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

14.1 The Contract Price Sub-para (d) is deleted.

14.2 Advance Payment

The Text is deleted and replaced with following:

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

Mobilization Advance/Advance Payment

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

14.5 Plants and Materials intended for Works

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

- (I) The Contractor shall be entitled to receive from the procuring agency Secured Advance against an INDENTURE BOND in Public Works Account Form No.31 (Fin. R. Form No. 2) acceptable to the procuring agency of such sum as the Engineer may consider proper in respect of non-perishable materials brought at the site but not yet incorporated in the Permanent Works provided that:
- (i) The materials are in accordance with the specifications for the permanent works;

- (ii) Such materials have been delivered to the site and are properly stored and protected against loss or damage or deterioration to the satisfaction and verification of the Engineer/Assistant Engineer but at the risk and cost of the Contractor;
- (iii) The Contractor's records of the requirements, orders, receipts and use of materials are kept in a form approved by the Engineer, and such records shall be available for inspection by the Engineer;
- (iv) The Contractor shall submit with his monthly statement the estimated value of the materials on site together with such documents as may be required by the Engineer for the purpose of valuation of materials and providing evidence of ownership and payment therefore;
- (v) Ownership of such materials shall be deemed to vest in the procuring agency and these materials shall not be removed from the site or otherwise disposed of without written permission of the procuring agency;
- (vi) The sum payable for such materials on site shall not exceed 75 % of the (i) landed cost of imported materials, or (ii) ex-factory / ex-warehouse price of locally manufactured or produced materials, or (iii) market price of stands other materials;
- (vii) Secured Advance shall not be allowed unless and until the previous advance, if any, is fully recovered;
- (viii) Detailed account of advances must be kept in part II of running account bill or a separate statement; and
- (ix) Secured Advance may be permitted only against materials/quantities anticipated to be consumed / utilized on the work within a period of 3 months from the date of issue of secured advance and in no case for full quantities of materials for the entire work/contract.

(II) Recovery of Secured Advance:

Secured Advance paid an non-perishable materials to the Contractor under the above provisions shall be effected from the monthly payments on actual consumption basis, but not later than period specified in the rules not more than three months (even if unutilized);

14.8 Delayed Payment

Second Para is replaced with following text:

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

15.2 Termination by Employer

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

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

15.6 Corrupt and fraudulent Practices.

The following text is to be a Med as 3rd paragraph: Successful Contractor has a provide Integrity Pact (for contracts worth

Rs. 10.0 million and wove).

If the Contractor or any of his Subcontractors, agents or servants is found to have violated or involved an violation of the Integrity Pact signed by the Contractor as Appendix-L to his aid, then the procuring agency shall be entitled to:

- (a) recover from the Contract of 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 Subcontractors, agents or servants:
- (b) terminate the Contract; a....
- (c) recover from the Contract... my loss or damage to the procuring agency as a result of such termination or of any other acrupt business practices of the Contractor or any of his Subcontractors, agents or servance.

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

16.4 Payment on Termination

Sub-paragraph (c) is deleast

17.3 Employer's/Procuring A sy's Risks

Sub-Clause 17.3 (h) Heleted.

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

18.1 General Requirements for assurance

The contractor shall be oblique to place all insurances relating to the contract (including, but not limited to, the insurance Company having at least AA radial Lom PACRA/JCR in favour of the Employer//Procuring Agency valid for a period 28 days at least Validity date.

Costs of such insurances shad be borne by the contractor.

19.6 Optional Termination, and and release by the Employer

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

20.6 Arbitration

Text will be replaced as unc Any dispute in respect of which:

- the decision, of the Dispute Book has not become final and binding pursuant to subclause 20.2, and
- *(b)* shall be finally settled, under the provithereof for the time being in force.

amicable settlement has not beer reached within the period stated in sub-clause 20.5, ns of the Arbitration Act, 1940 as amended or any statutory modification/Rules of Concilision And Arbitration PEC Islamabad or re-enactment

The place of arbitration shall be, in Sindh Province.

Procuring Agency can retain the dause without changes, in case of contracts under Project,

Bank and donor's programme except the place of arbitration shall be in Sindh Province.

Annex PROCEDURAL RULES

Procuring Agency can retain these are swith or without changes, in case of contracts under

Project, Bank and donor's program. 2.

PART II -SPECTAL/PARTICULAR CONDITIONS OF CONTRACT

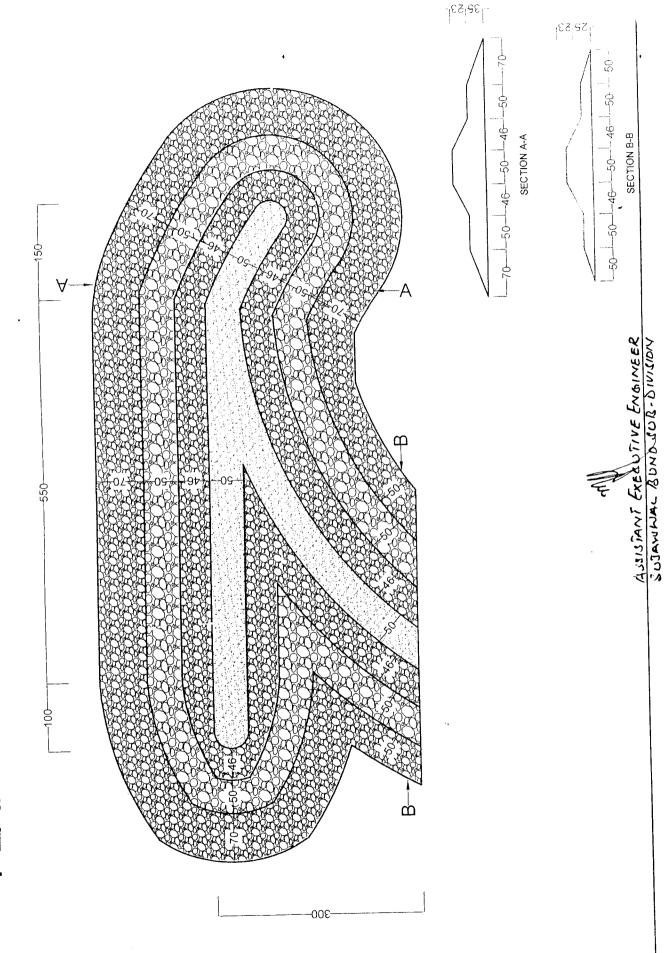
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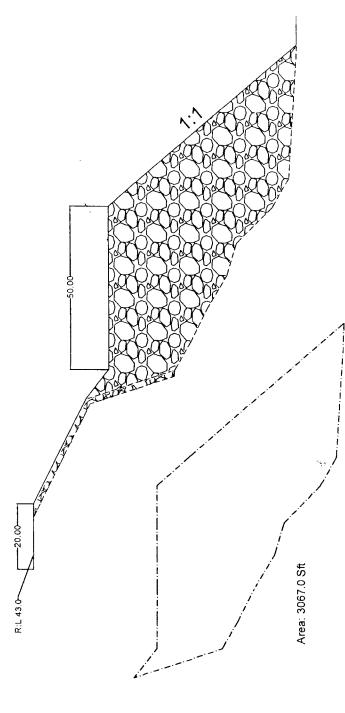
SPECIFICATIONS

DRAWINGS





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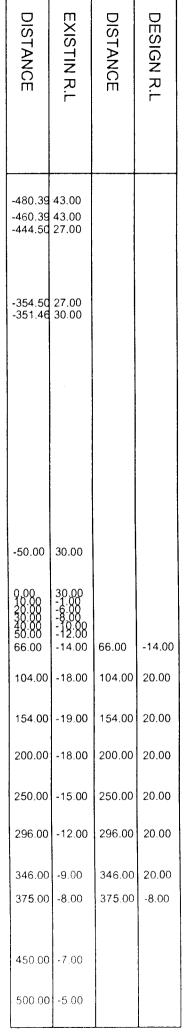
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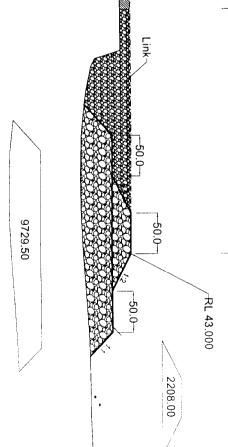
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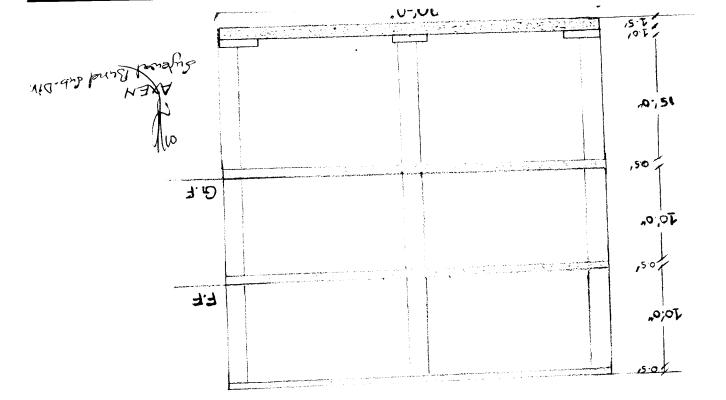
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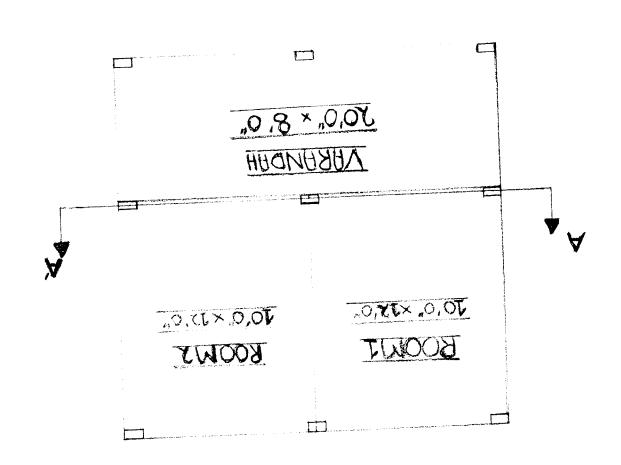


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