

**OFFICE OF THE EXECUTIVE ENGINEER**  
**NARA PROJECT DIVISION SANGHAR**

Sanghar Phone No. 0235 - 541054, Fax No. 0235 - 541253  
Hyderabad Phone No. 022 - 9210074, Fax No. 022 - 9210089

No.HC/G-148/NPD/ 525/

Sanghar, Dated: 30/12/2015

To,

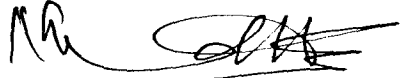
✓  
The Incharge (Receipt Section)  
Sindh Public Procurement Regulatory Authority,  
Government of Sindh  
Karachi.

Subject: RETURN OF TENDER NOTICE.

Reference: Your office letter No. (IR)/SPPRA/2015-16/148 dated 28-12-2015.

With reference to your office letter cited above, the Annual  
Procurement Work Plan for the year 2015-16 is attached as desired. . . .

DA as above. .

  
(Muhammad Ali Zardari)  
Executive Engineer  
Nara Project Division,  
Sanghar.

APP

EXTRA JOURNAL DIARY  
NO. 6575  
DATE: 04-01-16

By the construction of twin Jamrao Canal the problem of regulation of water during short supply and to manage the distribution of water adequately in the both canals will be solved. The people of the area placed their grievances before the Prime Minister of Pakistan during his visit of the area. He placed to direct the execution of work on Nara and Jamrao Canal to redress the grievance.

**7. Capital Cost Estimates:-**

Initially the cost estimates amounting Rs.1086.15 Million was sanctioned by ENCEC in Sep. 2006 the cost estimates provided in original PC-I was based on the schedule of rates enforced by government of Sindh 2004. More than six years have been passed therefore the present rates of material and labour are higher due to inflation. During this period the process for launching this scheme was made, the major component of this scheme in construction of two Fall Structure along Nara Canal. The estimate and drawings provided in PC-I was tentative. The consultant was deployed for detailed designing and estimates based on the factual position of market rates. Therefore the rates analysis has been prepared on the basis of prevailing market rates which forms the base for working on the revised capital cost of the project. The cost escalation factor approved by planning and development division is taken into consideration. This work requires so many technical equipments such as vehicles, accommodation of staff etc therefore the engineer's requirement is provided in the scheme.

**YEAR WISE / COMPONENTS WISE FINANCIAL PHASING.**

Total Cost (Million)	Actual Exp: Year 2012-13	Year 2013-14	Year 2014-15	Year 2015-16
2274.448	374.650	668.338	800.00	431.460

**YEAR WISE / COMPONENTS WISE PHYSICAL PHASING.**

Year 2012-13	Year 2013-14	Year 2014-15	Year 2015-16	Year 2015-16
1.7%	29%	35%	19%	100%

JUSTIFICATION FOR REVISION OF PC-I

a) The scheme based on the composite schedule of rates year 2004 was approved in September 2006. The estimate provided in original PC-I was tentative M/S EURO Consultant Pakistan were engaged to prepare the actual cost estimates by carrying out detailed study and proper designing.

There was heavy variation in quantities and items involved in the work of construction of Fall Structure and was not workable in the rates provided in original PC-I therefore the scheme is being revised to work out the cost on the basis of new rates analysis prepared on prevailing market rates for construction input material and labour.

b) The Estimate is prepared on prevailing market rates as per PPRA rules instead (CS-2004) due to immense price hike in the rates of construction input material and labour. Therefore revised PC-I has been prepared on the basis of prevailing market rates.

c) There was provision of Rs.104 Million for land acquisition but by mistake it was not included in the abstract of cost sheet therefore looking the actual requirement 10 Million in being provided in the abstract cost sheet. For bridge section the rates worked out from CSR-2004 with an increasing factor of 40% contingencies and taxes. The metal work is also worked out with the increasing factor of 40% considering the price escalation whereas the bids were called on the market price which comes to 100% increase in the year 2009-10.

d) in the original PC-I the consultancy services was provided for 48 months from following signing of consultancy agreement in Feb.2008 the expenditure in the consultancy service was incurred for 2007-08 which will continue for four years up 2012-13 will be extended for another for years due to increase in the period of implementation of the project.

e) Provision of T & P vehicles, accommodation for executing staff made which will be charged on direct work.

1) R.D 335 →  
2) R.D 460 →

**COMPARISON OF REVISED COST WITH THE APPROVED COST.**

Sr. No	Item	Approved Cost (Million)	Revised Cost (Million)	Increased Cost (Million)
1	Construction of two Fall Structure on Nara Canal @ RD 335 & RD 460.	623.211	1223.363	600.152
2	Construction of Double groynes	58.121 ✓	146.964 ✓	88.841
3	Providing Stone Pitching and apron along Mangles.	45.543 ✓	106.270 ✓	60.727 ✓
4	Construction of village Road Bridge @ Tajjal	46.745 ✓	51.112 ✓	4.367 ✓
5	Re-sectioning of Ranto Canal from RD 0 to 72.	172.504 ✓	193.598 ✓	21.094
6	Strengthening of weak portion along NIP Side of Jamrao Canal & removing embankment work and construction groynes.	98.251 ✓	98.251 ✓	0
7	Escalation	-	363.91	363.91
8	2% Administrative Consultancy Services.	10.443	36.391 ✓	25.948
9	Physical contingencies for enforcing, Miscellaneous T&P POL repair of Government Vehicle, Project Allowance etc.	31.331	54.587 ✓	23.256
	<b>Total</b>	<b>1086.15</b>	<b>2274.446</b>	<b>1188.295</b>

8. Annual Operating Cost:-

Rs.4.347 Millions (Details sheet attached).

9. Demand and Supply Analysis:-

Sindh Irrigation and Drainage Authority (SIDA) have full fledged staff to look after the operation and maintenance of the Project.

10. Financial Plan:-

Sources of Financing:

A) Equity.

The funds are provided by the Federal Government of Pakistan as a Grant-in-Aid.

B) Debt.

Not applicable in view of above.

C) Grant with resources.

Federal Government of Pakistan will provide funds as grant from its own resources.

D) Weighted Cost of Project.

Not Applicable

11. Benefits of the Project and Analysis  
Financial Analysis.

Cost Benefit ratio @ 10% discount rate is 1:2.92  
Cost Benefit ratio @ 15% discount rate is 1:1.67  
Internal financial rate of return (IFRR)  
The internal rate of return at 15% discount factor is 19.21 which fulfill the requirement economic viability.

12. Sensitivity Analysis.

The Project was approved by ECNEC in

# **OFFICE OF THE EXECUTIVE ENGINEER** **NARA PROJECT DIVISION, SANGHAR**

Sanghar Phone No. 0235 – 541054, Fax No. 0235 – 541253  
Hyderabad Phone No. 022 -- 9210074, Fax No. 022 -- 9210089

No. TC/G-55/NPD/ 436

Sanghar Dated: 21 / 12 / 2015.

## **NOTICE INVITING TENDER:**

Sealed bids are invited from the interested Firms/ Contractors, registered with P.E.C as well as S.R.B for the execution of below mentioned works as per SPPRA rules 2010 ammended 2013.

Sr. No	Name of work	Estt: Cost	E/Money	Time allowed
1	Construction of Grayance/ Muharies along Nara Canal RD-318-325 (Where Necessary)	9350000/-	187000/-	3 Months
2	Construction of Stone Protection work along Nara Canal @ RD-298	9175000/-	183500/-	3 Months

1. Bidding documents can be had on all working day from the office of the Executive Engineer Nara Proejet Division from the date of publication to 11-01-2016 on payment of Rs.2000/- tender fee (Non Rrefundable) no tender will be issued after 11-01-2016.
2. The bids will be received back on 12-01-2016 upto 1:00pm and would be opened by the procurement committee @ 2:00pm before the tender in the office of the Project Director/SE Chotiari Reservoir Project Circle Camp Office @ Left Bank Barrage Colony Hyderabad.
3. Earnest money @ 2% in shape of call deposit of any schedule bank duly pledged in the name of Executive Engineer Nara Project Division Sanghar, should be attached with the application for receiving bidding document. No tender will be issued without Call Deposit.
4. Intending tender will have provide documentary evidence of their registration will P.E.C and S.R.B income tax along with no dues certificate.
5. The intending Firms/ Contractors should provide the documentary evidence of work done of similar nature.
6. The rates should be inclusive of all taxes and transportation charges etc.
7. The Firm/ Contractors supply wrong information are laible for legal action.
8. The committee reserve the right the accept/ reject the bids any or all without reason.

**Executive Engineer**  
Nara Project Division  
Sanghar

- Copy Director Information (Advertisement) Public Relation, Block No.96 Karachi for information. He is requested insert the same in leading News Papers Sindhi, Urdu & English for wide publicity.

**Executive Engineer**  
Nara Project Division  
Sanghar

### **Copy F.W.C's to:**

- The Secretary Irrigation Department Government of Sindh, Karachi.
- The P.S Managing Director SPPRA Karachi.
- The Chief Engineer Irrigation Developmet Region-II Hyderabad.
- The Project Director/ SE Chotiari Reservoir Project Circle, Sanghar for information.
- Copy for Notice Board

  
**Executive Engineer**  
Nara Project Division  
Sanghar

NOTIFICATION

SO(R&S)8-110/2012-13: With the approval of competent authority, a Complaint Redressal Committee is hereby constituted in terms of Rule 31(1) of Sindh Public Procurement Rule 2010 (Amended 2013) regarding ADP schemes 2015-16 of Irrigation Department, Government of Sindh pertaining to Development-II Region Hyderabad with the following composition:-

- |    |                                                                                                |                        |
|----|------------------------------------------------------------------------------------------------|------------------------|
| 1. | Director General<br>Monitoring & Evaluation Cell<br>Irrigation Department, Government of Sindh | Chairman               |
| 2. | Chief Engineer,<br>Development-I Region Hyderabad                                              | Member                 |
| 3. | Project Director,<br>Scarp Sukkur Project, Sukkur                                              | Member                 |
| 4. | Executive Engineer<br>(Concerned Division) Irrigation Department                               | Secretary              |
| 5. | District Accountant Officer Sindh<br>(Concerned Division) <i>Mr. Shah Nawaz Talat</i>          | Assistant<br>Secretary |

T.O.R's of the Committee are as provided under Rule 31 of Sindh Public Procurement Rule 2010 and also perform any other function ancillary and incidental to the above.

SYED ZAHEER HYDER SHAH  
SECRETARY TO GOVT. OF SINDH

SO(R&S)8-110/2012-13 / 2491 Karachi, dated the 9<sup>th</sup>, October, 2015.  
Copy is forwarded for information & necessary action to:-

1. The Accountant General Sindh, Karachi with the request to nominate your representative for the above Complaint Redressal Committee.
2. The Director General, Monitoring & Evaluation Cell, Irrigation Department, Government of Sindh, Karachi.
3. The M. D. Sindh Public Procurement Regulatory Authority Karachi.
4. ✓ The Chief Engineer, (All) Irrigation Development, Govt. of Sindh. *Development-II Rg Hyderabad*
5. The Superintending Engineer, (All) Irrigation Deptt, Govt. of Sindh.
6. The Executive Engineer, (All), Irrigation Department, Govt. of Sindh.
7. P.S. to Secretary Irrigation Department, Govt. of Sindh, Karachi.

*[Signature]*  
SECTION OFFICER (RR&S.)  
For Secretary to Government of Sindh

OFFICE OF THE CHIEF ENGINEER IRRIGATION DEVELOPMENT REGION-II HYDERABAD

Bungalow No. 28-A Civil Line Hyderabad.



No.CEI/DEV-II/WB/ 1094  
Hyderabad Dated: 29/08/2015  
Office Ph: 022-9201465  
Fax No: 022-9201464.

**Read:** Secretary to Government of Sindh, Irrigation Department Karachi letter No. 11/19-SO(PL)/2013-14, dated. 08-10-2013 regarding Authorization to Notify the Procurement committee under SPP Rules 2010.

Secretary to Government of Sindh, Irrigation Department Karachi letter No. 11/19-SO(PL)/2013-14, dated. 13-10-2013 regarding Authorization to Notify the Procurement committee under SPP Rules 2010.

**NOTIFICATION**

As recommended by Project Director /S.E. Chotiari Reservoir Sanghar, the Procurement Committee comprising of following officers is hereby constituted in terms of Rule-7 of Sindh Public Procurement Rules 2010 for Procurement of Goods, Works and Services in Nara Project Division Sanghar for the year 2015-16

1. Mr. Aziz Ahmed Memon  
Project Director/S.E.  
Chotiari Reservoir Project Circle  
Sanghar. Chairman
2. Executive Engineer  
Nara Project Division  
Sanghar. Member/Secretary
3. Mr. Aitaf Husain  
Assistant Director  
Sindh Building Control Authority,  
Hyderabad Member

**TOR.**

- i. Carrying out Financial Evaluation of the Bids.
- ii. Preparing Bid Evaluation Report as provided in Rule 45 of SPP.
- iii. Making recommendation for the award of contract to the Competent Authority.
- iv. Perform any other function ancillary and incidental to the above.

(Ishtiaque Ahmed Memon)  
Chief Engineer  
Irrigation Development Region-II  
Hyderabad

**C.c to:-**

1. The Secretary to Government of Sindh Irrigation Department Karachi for information w.r.t Letter No. cited above (Attention Section Officer (Planning)).
2. The Managing Director Sindh Public Procurement Regulatory Authority with the request to up hoist the Notification on SPPRA Website.
3. The Project Director Chotiari Reservoir Project Circle Sanghar with reference to letter No. Supdt/PD/CRPC/769 dated: 29-06-2015.
4. The Executive Engineer Nara Project Division Sanghar.
5. Member of Committee .....

(Ishtiaque Ahmed Memon)  
Chief Engineer  
Irrigation Development Region-II

**IRRIGATION DEPARTMENT GOVERNMENT OF SINDH**



**CHOTIARI RESERVOIR PROJECT CIRCLE  
SANGHAR**

**BIDDING DOCUMENTS**

**FOR**

**RESTORATION/ CONSTRUCTION OF FALL STRUCTURES**

**PROTECTION WORKS ALONG NARA CANAL**

**ADP NO.811 / 2015-16**

**Name Of Work:- CONSTRUCTION OF STONE PITCHING &  
GRAYONCE ALONG NARA CANAL**

ISSUED TO M/S \_\_\_\_\_  
\_\_\_\_\_

DECEMBER, 2015



**SCHEDULE – A TO BID**

**SCHEDULE OF PRICES – SUMMARY OF BID PRICES**

<b>Bill No.</b>	<b>Description</b>	<b>Total Amount (Rs.)</b>
	Construction / Stone Pitching along Nara Canal	
	Total Amount	
	___ % Above/ Below	
	<b>Grand Total</b>	
	<b>Total</b>	
	Total Bid price (The amount to be entered in Paragraph 1 of the Form of Bid) (in words)	

SCHEDULE OF PRICES

**CONSTRUCTION OF GRAYONCE ALONG NARA CANAL FROM RD 318  
TO 325 R/S (WHEREVER NECESSARY)**

Item No	Description	Quantity	Unit	Rate (Rs.)	Total Amount (Rs.)
1	Constructing groyance double up to 10' height average lead on mil SI 1 No 25 P-18.	135000	% Sft		
2	Supplying 16'-1' tp 20' long bamboo 2-1/2" to 5" dia S.Page No.100 item No.15 E (i)	1000	% Nos		
3	Sharpening end of bamboos 16' to 20' long 2-1/2" to 3" dia S. Page No.100 item No.15 E (ii).	1000	% Nos		
4	Tying bamboo 2'-1/2" to 5" with B.S WG No.1 wire two lines 1/2 lying around the bamboos. S.Page No. 14E (iv) item No.15D (iv) P-100.	100	P Chain		
5	Driving Bamboos 16'-1" to 20 long 2-1/2" to 3" dia 4.0 below the available bed or ground average S. Page No.100 item No.15E (iii).	1000	% Nos		
6	Cutting and supply brush wood from canal plantation or from any other source within one mile No. 107 item No.14-E (v) P-100.	212500	P. Chain		
7	Filling brush wood only thoroughly packed S.Page No.100 item No.17.	312500	% Cft		
				<b>Total</b>	
				<b>Grand Total</b>	

SCHEDULE OF PRICES

CONSTRUCTION STONE PROTECTION WORK ALONG NARA CANAL @  
RD 298 & 299 NIP

Item No	Description	Quantity	Unit	Rate (Rs.)	Total Amount (Rs.)
1	Stone Pitching i/c sub base with hammer dressed stone on surface laid in courses i/c carriage of materials within 3 chains S.I. No.23 P.31.	33750	% Sft		
2	Stone filling dry hand packed as filling behind retaining walls or in pitching and apron. S.I No.16. P-28	60000	% Cft		
3	Supplying stone boulder 9" and above P-80 (1-109)	60000	% Cft		
				<b>Total</b>	
				<b>Grand Total</b>	

**FORM OF BID**

Bid Reference No. ADP No.811/ 2015-16

To,

Executive Engineer  
Nara Project Division,  
Sanghar.

1. Having examined the bidding documents including Instruction 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. \_\_\_\_\_ ) Only 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 undertaking and obligations of this bid, we/ I submit herewith a bid security in the amount of Rupees C.D No. \_\_\_\_\_ dated, \_\_\_\_\_ draw in your favour or made payable to procuring agency and valid for a period of 91-days beginning from the date, bid is opened.
4. We/ I undertake, if our bid is accepted, to commence the works and to complete the whold 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 the 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 fitures 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 constitution of the joint venture shall not be altered without the prior consent of the procuring agency.

In the capacity of Self / Representative duly authorized to sign Bids for and on behalf of

Dated \_\_\_\_\_

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

**Witness:**

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

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

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

Occupation: \_\_\_\_\_

## CONTRACT DATA

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

### Sub-Clauses of Conditions of Contract

- 1.1.3 Procuring Agency's Drawings, if any  
(To be listed by the Procuring Agency)
- 1.1.4 The Procuring Agency means  
Chief Engineer Irrigation Development Region-II Hyderabad and its representative Executive Engineer Nara Project Division, Sanghar
- 1.1.5 The Contractor means
- 1.1.7 Commencement Data Means the date of issue of Engineer's Notice to Commence which shall be issued within fourteen (14) days of the signing of the Contract Agreement.
- 1.1.9 Time for completion: \_\_\_\_\_ days  
(the time for completion of the whole of the work should be assessed by the Procuring Agency).
- 1.1.20 Engineer (mention the name along with the designation including whether he belongs to department or consultant) and other details.  
Executive Engineer Nara Project Division, Sanghar.
- 1.3 Documents forming the Contract listed in the order of priority:**
- a) The Contract Agreement
  - b) Letter of Acceptance
  - c) The completed Form of Bid
  - d) Contract Data
  - e) Conditions of contract
  - f) The completed Schedules of Bid including Schedule of Prices.
  - g) The Drawings, if any
  - h) The Specifications
  - i) Performance Guarantee
  - j) Stamps Duty 0.30%

(the procuring agency may add, in order of priority, such other documents as form part of the contract. Delete the documents, if not applicable)

## CONDITIONS OF CONTRACT

### I. GENERAL PROVISIONS

#### 1.1 Definitions

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

##### **The Contract**

1.1.1 “Contract” means the Contract Agreement and the other documents listed in the Contract Data.

1.1.2 “Specifications” means the document as listed in the Contract Data, including Procuring Agency’s requirements in respect of design to be carried out by the Contractor (if any), and any Variation to such document.

1.1.3 “Drawings” means the Procuring Agency’s drawings of the Works as listed in the Contract Data, and any Variation to such drawings.

##### **Persons**

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

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

1.1.6 “Party” means either the Procuring Agency or the Contractor.

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

1.1.7 “Commencement Date” means the date fourteen (14) days after the date the Contract comes into effect or any other date named in the Contract Data.

1.1.8 “Day” means a calendar day

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

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

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

does not include any allowance for profit.

### **Other Definitions**

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

### **1.2 Interpretation**

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

### **1.3 Priority of Documents**

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



1.4 **Law**

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

1.5 **Communications**

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

1.6 **Statutory Obligations**

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

2. **THE PROCURING AGENCY**

2.1 **Provision of Site**

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

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

2.2 **Permits etc.**

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

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

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

2.4 **Approvals**

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

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

3.1 **Authorised Person**

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

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

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

## **4. THE CONTRACTOR**

### **4.1 General Obligations**

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

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

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

### **4.3 Subcontracting**

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

### **4.4 Performance Security**

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

## **5. DESIGN BY CONTRACTOR**

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

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

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

## 5.2 Responsibility for Design

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

## 6. PROCURING AGENCY'S RISKS

### 6.1 The Procuring Agency's Risks

The Procuring Agency's Risks are:

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

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

## 7. TIME FOR COMPLETION

### 7.1 Execution of the Works

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

### 7.2 Programme

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

### 7.3 Extension of Time

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

### 7.4 Late Completion

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

## 8. TAKING-OVER

### 8.1 Completion

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

## 8.2 **Taking-Over Notice**

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

## 9. **REMEDYING DEFECTS**

### 9.1 **Remedying Defects**

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

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

### 9.2 **Uncovering and Testing**

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

## 10. **VARIATIONS AND CLAIMS**

### 10.1 **Right to Vary**

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

## 10.2 Valuation of Variations

Variations shall be valued as follows:

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

## 10.3 Changes in the Quantities.

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

## 10.4 Early Warning

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

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

## 10.5 Valuation of Claims

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

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

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

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

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

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

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

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

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

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

#### 11.2 **Monthly Statements**

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

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

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

### 11.3 **Interim Payments**

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

### 11.4 **Retention**

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

### 11.5 **Final Payment**

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

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

### 11.6 **Currency**

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

## 12. **DEFAULT**

### 12.1 **Defaults by Contractor**

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

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



## 12.2 Defaults by Procuring Agency

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

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

## 12.3 Insolvency

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

## 12.4 Payment upon Termination

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

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

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

## 13. RISKS AND RESPONSIBILITIES

### 13.1 Contractor's Care of the Works

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

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

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

### 13.2 Force Majeure

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

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

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

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

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

## 14. INSURANCE

### 14.1 Arrangements

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

### 14.2 Default

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

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

## **15. RESOLUTION OF DISPUTES**

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

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

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

### **15.2 Notice of Dissatisfaction**

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

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

### **15.3 Arbitration**

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

**16 INTEGRITY PACT**

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

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

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

## CONTRACT DATA

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

### Sub-Clauses of Conditions of Contract

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

1.1.4 The Procuring Agency means

\_\_\_\_\_

1.1.5 The Contractor means

\_\_\_\_\_

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

1.1.9 **Time for Completion** \_\_\_\_\_ days  
*(The time for completion of the whole of the Works should be assessed by the Procuring Agency)*

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

\_\_\_\_\_

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

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

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

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

3.1 **Authorized person:** \_\_\_\_\_

3.2 **Name and address of Engineer's/Procuring Agency's representative**

\_\_\_\_\_

4.4 **Performance Security:**

Amount \_\_\_\_\_

Validity \_\_\_\_\_

*(Form: As provided under Standard Forms of these Documents)*

5.1 **Requirements for Contractor's design (if any):**

Specification Clause No's \_\_\_\_\_

7.2 **Programme:**

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

**Form of programme:** \_\_\_\_\_ *(Bar Chart/CPM/PERT or other)*

7.4 Amount payable due to failure to complete shall be \_\_ % per day up to a maximum of (10%) of sum stated in the Letter of Acceptance

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

7.5 **Early Completion**

In case of earlier completion of the Work, the Contractor is entitled to be paid bonus up-to limit and at a rate equivalent to 50% of the relevant limit and rate of liquidated damages stated in the contract data.

9.1 **Period for remedying defects**

\_\_\_\_\_

10.2 (e) **Variation procedures:**

Day work rates \_\_\_\_\_  
\_\_\_\_\_ (details)

11.1 **Terms of Payments**

**a) Mobilization Advance**

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

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

OR

2) **Secured Advance on Materials**

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

- (vii) Secured Advance should not be allowed unless & until the previous advance, if any, fully recovered;
  - (viii) Detailed account of advances must be kept in part II of running account bill; and
  - (ix) Secured Advance may be permitted only against materials/quantities anticipated to be consumed / utilized on the work within a period of 3 months from the date of issue of secured advance and definitely not for full quantities of materials for the entire work/contract
- (b) Recovery of Secured Advance:
- (i) Secured Advance paid to the Contractor under the above provisions shall be effected from the monthly payments on actual consumption basis, but not later than period specified in the rules not more than three months (even if unutilized); other conditions.
  - (ii) As recoveries are made the outstanding accounts of the items concerned in Part II should be reduced by making deduction entries in the column, "deduct quantity utilized in work measured since previous bill," equivalent to the quantities of materials used by the contractor on items of work shown as executed in part I of the bill.
- (c) Interim payments: The Contractor shall submit to the Engineer monthly statements of the estimated value of the work completed less the cumulative amount certified previously.
- (i) The value of work completed comprises the value of the quantities of the items in the Bill of Quantities completed.
  - (ii) value of secured advance on the materials and valuation of variations (if any).
  - (iii) Engineer may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.
  - (v) Retention money and other advances are to be recovered from the bill submitted by contractor.
- 11.2 \*(a) **Valuation of the Works:**
- i) Lump sum price \_\_\_\_\_ (details), or
  - ii) Lump sum price with schedules of rates \_\_\_\_\_ (details), or
  - iii) Lump sum price with bill of quantities \_\_\_\_\_ (details), or
  - iv) Re-measurement with estimated/bid quantities in the Schedule of Prices or on premium above or below quoted on the rates mentioned in CSR \_\_\_\_\_ (details), or/and
  - v) Cost reimbursable \_\_\_\_\_ (details)



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

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

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

**Type of cover**

The Works

**Amount of cover**

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

**Type of cover**

Contractor's Equipment:

**Amount of cover**

Full replacement cost

**Type of cover**

Third Party injury to persons and damage to property

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

Workers:

-----  
Other cover\*:

-----  
*(In each case name of insured is Contractor and Procuring Agency)*

14.2 **Amount to be recovered**

Premium plus \_\_\_\_\_ percent ( %).

15.3 **Arbitration\*\***

Place of Arbitration: \_\_\_\_\_

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

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