

**TENDER/ BIDDING DOCUMENTS**

**Name of Work :-**

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

**Date of Issue upto :**

**Date of Opening:**

**Tender Issued to:**

**D.R No. Date:**

**Tender Fee. 3000/-**

**Executive Engineer,**

**Provincial Highways Division**

**Larkano**

***E-mail.*** [***provincialhighwaysdivisionlrk@gmail.com***](mailto:provincialhighwaysdivisionlrk@gmail.com)

FROM OF BID

Bid Reference No.

To

Executive Engineer,

Provincial Highways Division

**LARKANO.**

**GENTLEMAN**

**1.** Having examined the Bidding Documents instructions to bidders, bidding data conditions of Contract, Contract Data, Specification, Drawings, if any, Schedule of prices and addenda Nos. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ for the execution of the above named works we the undersigned being a company doing business under the name of and address\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and being duly incorporated under the laws of Pakistan hereby offer to execute and complete such work and remedy any defects therein in conformity with the said Documents including addenda there to for the Total Bid Price of Rs.\_\_\_\_\_\_\_\_\_\_\_\_\_/= (Rupees\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_) of such other sum as my be ascertained in accordance with said Documents.

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

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

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

**5.** We agreed to abide by this Bid for the period of \_\_\_\_\_\_\_**\_\_\_\_\_** from the date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

**6.** Unless and until a formal agreement is prepared and executed this bid together with your written acceptance thereof, shall constitute a binding contract between us

Contd: P/2

P/2

**7.** We undertake, if our Bid is accepted to execute the performance security referred to in conditions of contract for the due performance of the contract.

**8.** We understand that you are not bound to accept the lowest or any bid you may receive.

**9.** We do hereby declare that the Bid is made without any collusion comparison of figures or arrangement with any other person or persons making a bid for the works.

Date this \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_2013

Signature\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(SEAL)

Address:-

WITNESS:

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

Name:

Address:

**SUMMARY OF BID PRICE**

**NAME OF WORK:-**

|  |  |  |
| --- | --- | --- |
| **S.NO:** | **Description** | **Amount** |
| **1** | **PART-A** |  |
| **i.** |  |  |
| **2** | **PART-B** |  |
| **i.** |  |  |
| **ii.** |  |  |
| **iii.** |  |  |
| **iv.** |  |  |
| **3** | **PART-C** |  |
| **i.** |  |  |
| **4** | **PART-D** |  |
| **i.** |  |  |
| **5** | **PART-E** |  |
| **i.** |  |  |
| **3** | **PART-F** |  |
| **i.** |  |  |
|  | **G.TOTAL**  **A+B+C+D+E+F** |  |

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

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Contractor**

|  |
| --- |
|  |

**NAME OF WORK:-**

**BILL OF QUANTITIES**

**SPECIFICATIONS**

1. **PWD / NHA Specifications**

**FORMS**

**BID SECURITY**

**PERFORMANCE SECURITY**

**CONTRACT AGREEMENT**

**MOBILIZATION ADVANCE GUARANTEE**

**INDENTURE BOUND FOR SECURED ADVANCE**

**Contact/Bidding Data**

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

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

Instructions to Bidders

Clause Reference

1.1 Name and address of the procuring agency:

**Executive Engineer, Provincial Highways Division Larkano**

1.2 Name of the Project and Summary of the works:

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

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

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

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

Rs. (Million)

Allocated Rs. (Million)

8.1 Time limit for clarification:

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

***THREE DAYS***

10.1 Bid language:

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

***ENGLISH***

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

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

11.1 (b) Furnish and Technical Proposal (*in case of two envelope method*) or Company

Profile in single stage single envelope:

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

***SINGLE STAGE SINGLE ENVELOPE***

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

14.1 Period of Bid Validity:

*[Insert number of days after the deadline for bid opening. This period should be realistic, allowing sufficient time to evaluate the Bids, bearing in mind the complexity of works, and the time required for obtaining references, clarifications, clearances, and approvals (including the Financing Agency's" No Objection" if it is a bilateral or multilateral funding agency financed project)and for notification of the award. Normally the validity period should not exceed 90 days for NCB and120days for ICB.]*

***NINETY DAYS***

15.1 Amount of Bid Security:

*[This amount should be the same as also quoted in the Invitation forbids. To avoid disclosure of bid price, affixed sum should be specified, in preference to a percentage of the bid price. The sum has to be withinthelimitsof5% of estimated cost. The percentage should be lower in case of larger works and higher in case of smaller works, but not less than 1%and not exceed the limit of 5%.]*

***TWO PERECENT OF ESTIMATEED COST***

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

*[Insert address of venue, or indicate that the meeting will not take place. The meeting shouldtakeplacenotlaterthan*7days in case of NCB and no later than15days in case of ICB *before the dead line for bid submission. It should take place concurrently with the site visit, if any (see Sub-Clause IB-6).]*

***MEETING WILL NOT TAKE PLACE***

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

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

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

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

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

(b) Name and Identification Number of the Contract:

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

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

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

**upto 2.00 (P.M)**

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

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

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

32.3 Stamp duty

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

**BID SECURITY**

(**Bank Guarantee)**

**BS-1**

Security Executed on (Date)

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

Name of Principal (Bidder) with Address

Penal Sum of Security Rupees. Bid Reference No.

(Rs. )

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

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

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

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

(1) that the bid security shall remain in force up to and including the date 28 days after the deadline for validity of bids as stated in the Instructions to bidders or as it may be extended by the procuring agency, notice of which extension (s) to the Surety is here by waived;

(2) that the bid security of unsuccessful bidders will be returned by the procuring agency after expiry of its validity or upon signing of the Contract Agreement; and

(3) that in the event of failure of the successful bidder to execute the proposed Contract Agreement for such work and furnish the required Performance Security, the entire said sum be paid immediately to the said procuring agency pursuant to Clause15.6 of the Instruction to bidders for the successful bidder's failure to perform.

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

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

notice of which shall be sent by the procuring agency by registered post duly addressed to the

Surety at its address given above.

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

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

SURETY (Bank)

WITNESS: Signature

1. Name

Title

Corporate Secretary (Seal) Corporate Guarantor (Seal)

2.

Name, Title & Address

**PS-1**

**FORMOF PERFORMANCE SECURITY (Bank Guarantee)**

[Letter by the Guarantor to the Procuring Agency] Name of Guarantor (Bank)with address:

Name of Principal (Contractor)with address:

Guarantee No. Executed on Expiry date

(Scheduled Bank in Pakistan)

Penal Sum of Security (express in words and figures)

Letter of Acceptance No.

Dated

KNOWALL MENBYTHESEPRESENTS, that in pursuance of the terms of the bidding documents and above said Letter of Acceptance (herein after called the Documents) and at the request of the said Principal we, the Guarantor above named, are held and firmly bound unto

the

(herein after called the

procuring agency) in the penal sum of the amount stated above for the payment of which sum well and truly to be made to the said procuring agency, we find ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has accepted the procuring agency's above said Letter of Acceptance for

(Name of Contract) for the

(Name of Project).

NOW THERE FORE, if the Principal (Contractor) shall well and truly perform and fulfill all the undertakings, covenants, terms and conditions of the said Documents during the original terms of the said Documents and any extensions there of that may be granted by the procuring agency, with or without notice to the Guarantor, which notice is, hereby, waived and shall also well and truly perform and fulfill all the undertakings, covenants terms and conditions of the Contract and of any and all modifications of said Documents that may hereafter be made, notice of which modifications to the Guarantor being here by waived, then, this obligation to be void; otherwise to remain in full force and virtue till all requirements of Clause 49, Defects Liability, of Conditions of Contract are fulfilled.

Our total liability under this Guarantee is limited to the sum stated above and it is a condition of any liability attaching to us under this Guarantee that the claim for payment in writing shall be received by us within the validity period of this Guarantee, failing which we shall be discharged of our liability, if any, under this Guarantee.

We,\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the Guarantor), waiving all objections and defenses under the Contract, do hereby irrevocably and independently guarantee to pay to the procuring agency without delay upon the procuring agency's first written demand without

Cavil or argument sand without requiring the procuring agency to prove or to show grounds or reasons for such demand any sum or sums up to the amount stated above, against the procuring agency's written declaration that the Principal has refused or failed to perform the obligations under the Contract which payment will be effected by the Guarantor to Procuring Agency’s designated Bank &Account Number.

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

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

Witness:

1.

Guarantor (Bank)

Signature

Corporate Secretary (Seal)

Name

Title

2.

Name, Title & Address Corporate Guarantor (Seal)

**MG-1**

**MOBILIZATION ADVANCE GUARANTEE**

Bank Guarantee No. Date

WHEREAS (herein after called the 'Procuring Agency') has entered in to a

Contract for

(Particulars of Contract)

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

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

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

AND WHEREAS,

(Scheduled Bank in Pakistan)

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

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

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

This Guarantee shall remain in force until the advance is fully adjusted against payments from the Interim Payment Certificates of the Contractor or until

Which ever is earlier. (Date)

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

(Rs ).

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

GUARANTOR

|  |  |  |
| --- | --- | --- |
| 1. | Signature |  |
| 2. | Name |  |
| 3. | Title |  |

WITNESS

1.

Corporate Secretary(Seal)

2.

(Name Title & Address) Corporate Guarantor(Seal)

**INDENTUREFORSECUREDADVANCES.**

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

This INDENTURE made the………………………..day of...............................

………………….20……….……… BETWEEN (herein after called "the Contractor "which expression shall where the context so admits or implied be deemed to include his heirs, executors, administrators and assigns) of the one part and

THE GOVERNOR OF SINDH (here in after called "the Government" of the other part).

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

(Here enter (the description of the works).1

AND WHERE AS the contractor has applied to the…………………………………..

……..…………………..for an advance to him of Rupees……………..…………………… (Rs...................) on the security of materials absolutely belonging to him and brought by him to the site of the said works the subject of the said agreement for use in the construction of such of the said works as he has undertaken to execute at rates fixed for the

Finished work (inclusive of the cost of materials and labour and other charge) AND WHEREAS the Government has agreed to advance to the Contractor the sum of Rupees, (Rs.

.........................) on the security of materials the quantities and other particulars of which are detailed in Part-II of Running Account Bill (B).the said works signed by the contractor

FinR.Form.l7.A

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

NOW THIS INDENTURE WTTNESSETH that in pursuance of the said

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

follow :-

And doth hereby covenant and agree with the Government and declared

(1) That the said sum of Rupees.……………………………………………RS.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SEAL

1stwitness

2ndwitness

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

SEAL

1stwitness

2ndwitness

**FORM OF CONTRACT AGREEMENT**

**A-1**

THIS CONTRACT AGREEMENT (hereinafter called the “Agreement”) made on the

day of

(month) 20

between

(hereafter called the “Procuring Agency”) of the one part and

(hereafter called the “Contractor”) of the other

part.

WHEREAS the Procuring Agency is desirous that certain works, viz should be executed by the Contractor and has accepted a bid by the Contractor for the execution and completion of such works and the remedying of any defects therein.

NOW this Agreement witnessed-- as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract herein after referred to.

2. The following documents after incorporating addenda, if any, except those parts relating to Instructions to bidders shall be deemed to form and be read and construed as part of this Agreement, viz:

(a) The Contract Agreement; (b) The Letter of Acceptance;

(c) The completed Form of Bid;

(d) Special Stipulations (Appendix-A to Bid);

(e) The Special Conditions of Contract– Part-II; (f) The General Conditions– Part-I;

(g) The priced Bill of Quantities (Appendix-D to Bid);

The Drawings;

(j) The Specifications.

(k) (any other)

3. In consideration of the payments to be made by the procuring agency to the Contractor as herein after mentioned, the Contractor hereby covenants with the procuring agency to execute and complete the works and remedy defects therein in conformity and in all respects with the provisions of the contract.

4. Procuring agency hereby covenants to pay the contractor, inconsideration of the execution and completion of the works as per provisions of the contract, the contract Price or such other sum as may be come payable under the provisions of the contract at the times and in the manner prescribed by the contract.

**CA-2**

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

Signature of the Contactor Signature of Procuring Agency

(Seal) (Seal)

Signed, Sealed and Delivered in the presence of:

Witness: Witness:

(Name, Title and Address) (Name, Title and Address)

**Notes on the Conditions of Contract**

The Conditions of Contract comprise two parts:

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

Over the years, a number of “model” General Conditions of Contract have evolved. The one used in these Standard Bidding Documents was prepared by the International Federation of Consulting Engineers (Federation 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 forbid preparation and review, leading to more economic prices.

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

\* 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.or](mailto:fidic@fidic.org)g.

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General Conditions

General Provisions

1.1

Definitions

1.1.1

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.

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- Clause1.6[Contract Agreement].

1.1.1.3 “Letter of Acceptance” means the letter of formal acceptance, signed by

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

1.1.1.4 “Letter of Tender” means the document entitled letter of tender or letter of

bid, which was completed by the Contractor and includes the signed offer to the

Employer for the Works.

1.1.1.5 “Specification” means the document entitled specification, as included in

The Contract, and any additions and modifications to the specification in accordance with the Contract. Such document specifies the Works.

1.1.1.6 “Drawings” means the drawings of the Works, as included in the Contract,

And any additional and modified drawings issued by (or on behalf of) the Employer in accordance with the Contract.

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

1.1.1.8 “Tender” means the Letter of Tender and all other documents which the

Contractor submitted with the Letter of Tender, as included in the Contract.

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

1.1.1.10 “Contract Data” means the pages completed by the Employer entitled

Contract data which constitute Part A of the Particular Conditions.

1.1.2

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

1.1.2.2 “Employer” means the person named as employer in the Contract Data

And the legal successors in title to this person.

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

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

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

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

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

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

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

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

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

1.1.3

Dates, Tests, Periods

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

Contract Data.

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

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

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

(as the case may be)under Sub-Clause8.2[Time for Completion], as stated in the Contract

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

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

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

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

1.1.3.7“Defects Notification Period” means the period for notifying defects in the

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

1.1.3.8“Performance Certificate” means the certificate issued under Sub-Clause

11.9[Performance Certificate].

1.1.4

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

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

1.1.4.2“Contract Price” means the price defined in Sub-Clause14.1[The

Contract Price],and includes adjustments in accordance with the Contract.

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

1.1.4.4 “Final Payment Certificate” means the payment certificate issued under

Sub-Clause14.13 [Issue of Final Payment Certificate].

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

1.1.4.6 “Foreign Currency” means a currency in which part (oral) of the Contract

Price is payable, but not the Local Currency.

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

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

1.1.4.9 “Payment Certificate” means a payment certificate issued under Clause14

[Contract Price and Payment].

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

a provisional sum, for the execution of any part of the Works or for the supply of Plant, Materials or services under Sub-Clause 13.5 [ Provisional Sums].

1.1.4.11“Retention Money” means the accumulated retention moneys which the Employer retains under Sub-Clause14.3 [Application for Interim Payment Certificates] and pays under Sub-Clause

14.9 [Payment of Retention Money].

1.1.5

1.1.4.12“Statement” means a statement submitted by the Contractor as part of an application, under Clause14 [Contract Price and Payment],for a payment certificate.

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 former

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 former forming part of the Permanent Works, including vehicles purchased for the Employer and relating to the construction or operation of the Works.

1.1.5.6 “Section” means a part of the Works specified in the Contract Data as a

Section(if any).

1.1.5.7 “Temporary Works” means all temporary works of every kind (other than

Contractor’s Equipment) required on Site for the execution and completion

Of the Permanent Works and the remedying of any defects.

1.1.5.8 “Works” mean the Permanent Works and the Temporary Works, or either of

Them as appropriate.

1.1.6

Other Definitions

1.1.6.1“Contractor’s Documents” means the calculations,

Computer programs

and other software, drawings, manuals, models and other documents of a technical nature (if any)supplied by the Contractor under the Contract.

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

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

Plant which has not been taken over by the Employer.

1.1.6.4 “Force Majeure” is defined in Clause19[Force Majeure].

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

1.1.6.6 “Performance Security” means the security (or securities, if any) under

Sub-Clause4.2 [Performance Security].

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

1.1.6.8 “Unforeseeable” means not reasonably foreseeable by an experienced

Contractor by the Base Date.

1.1.6.9 “Variation” means any change to the Works, which is instructed or

Approved as a variation under Clause13[ Variations and Adjustments].

1.2

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

(a) words indicating one gender include all genders;

(b) words indicating the singular also include the plural and words indicating the plural also include the singular;

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

Agreement to be record in writing;

(d) “written ”or “ in writing” means hand-written, type-written, printed or electronically made, and resulting in a permanent record; and

(e) the word“ tender” is synonymous with “bid”, and“ tendered” with“ bidder” and the words “tender documents” with “bidding documents".

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

In these Conditions, provisions including the expression “Cost plus profit” require

this

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

Contract

Data.

1.3

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

Shall be:

(a) in writing and delivered by hand (against receipt),sent by mail or courier, or transmitted using any of the agreed systems of electronic transmission as stated in the Contract Data; and

(b) delivered, sent or transmitted to the address for the recipient’s communications

As stated in the Contract Data. However:

(i) if the recipient gives notice of another address, communications shall thereafter be delivered accordingly; and

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

Law and Language

1.5

Priority of Documents

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

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

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

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

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

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

(a) the Contract Agreement (if any), (b) the Letter of Acceptance,

(c) the Tender,

(d) the Particular Conditions-Part A,

(e) the Particular Conditions-Part B, (f) these General Conditions

(g) the Specification, (h) the Drawings, and

(i) the Schedules and any other documents forming part of the Contract.

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

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**PART II-SPECIAL** / **PARTICULAR CONDITIONSOF 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-Clause8.3 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 Replace28 days by7 days in LCB and 15days 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 of1976)

**4.3 Contractor’s Representative**

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

The contractor’s authorized representative and his other professional engineers working at site

shall register themselves with the Pakistan Engineering Council.

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

*The following paragraph is added:*

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

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

**7.9 Use of Pakistani Materials and Services**

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

**8.1 Commencement of Works**

The last para is deleted and substituted with the following:

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

8.11 Prolonged Suspension

Replace84 days by120 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-Clause14.6, 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 upto10% of the Contract Price may be paid by the procuring

Agency to the Contractor on the works costing Rs2.5 million or above on following conditions:

a. on submission by the Contractor of a mobilization advance guarantee for the full amount of the advance in the specified form, a Scheduled Bank in Pakistan, acceptable to the procuring agency;

b. contractor shall pay interest on the mobilization advance at the rate of 10%per annum on the advance; and

(ii) This Advance including the interest shall be recovered in 5 equal installments from the 5 R.A bills and in case the number of bills is less than 5 then 1/5 of the advance inclusive of the interest there on shall be recovered from each bill and the balance together with interest be recovered from the final bill. It may be insured that there is sufficient amount in the final bill to en able recovery of the Mobilization Advance.

**14.5 Plants and Materials intended for Works**

*Add the following paragraph as sub-clause14.5(d)for Secured Advance on non–perishable*

*materials and sub-clauses (a),(b)and(c)will be applicable for plants only:-*

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

(i) The materials are in accordance with the specifications for the permanent works;

(ii) Such materials have been delivered to the site and are properly stored and protected against loss or damage or deterioration to the satisfaction and verification of the Engineer/Assistant Engineer but at the risk and cost of the Contractor;

(iii) The Contractor’s records of the requirements, orders, receipts and use of materials are kept in a form approved by the Engineer, and such records shall be available for inspection by the Engineer;

(iv) The Contractor shall submit with his monthly statement the estimated value of the materials on site together with such documents as may be required by the Engineer for the purpose of valuation of materials and providing evidence of ownership and payment therefore;

(v) Ownership of such materials shall be deemed to vest in the procuring agency and these materials shall not be removed from the site or otherwise disposed of without written permission of the procuring agency;

(vi) The sum payable for such materials on site shall not exceed 75% of the (i) landed cost of imported materials, or (ii) ex-factory/ex-warehouse price of locally manufactured or produced materials, or (iii) market price of stands other materials;

(vii) Secured Advance shall not be allowed unless and until the previous advance, if any, is fully recovered;

(viii) Detailed account of advances must be kept in part-II of running account bill or a separate statement; and

(ix) Secured Advance may be permitted only against materials/quantities anticipated to be consumed/utilized on the work within a period of 3 months from the date of issue of secured advance and in no case for full quantities of materials for the entire work/contract.

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

Secured Advance paid on non-perishable materials to the Contractor under the above

Provisions shall be effected from the monthly payments on actual consumption basis, but not later than period specified in the rules not more than three month s(even if unutilized);

**14.8 Delayed Payment**

*Second Para is replaced with following text:*

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

**15.2 Termination by Employer**

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

Provided further, that in addition to the action taken by the procuring agency against the Contractor under this Clause, the procuring agency may also refer the case of default of the Contractor to Pakistan Engineering Council for punitive action under the Construction and Operation of Engineering WorksBye-Laws1987,as amended from time to time.

**15.6 Corrupt and fraudulent Practices.**

*The following text is to be added as 3rdparagraph:*

*Successful Contractor has to provide Integrity Pact (for contracts worth*

*Rs.10.0 million and above).*

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

(a) recover from the Contractor an amount equivalent to ten times the sum of any commission, gratification, bribe, finder’s fee or kick back given by the Contractor or any of his Subcontractors, agents or servants;

(b) terminate the Contract; and

(c) recover from the Contractor any loss or damage to the procuring agency as a result of such termination or of any other corrupt business practices of the Contractor or any of his Subcontractors, agents or servants.

The termination under sub-para (b)of this Sub-Clause shall proceed in the manner prescribed under sub-clauses**15.2**& 15.5and the payment under Sub-Clause15.4 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-Clause17.3 (h)is deleted.

The following text is added in Clause18.1 (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 Clauses18.1,18.2,18.3,18.4) with Insurance Company having at least A A rating from PACRA/JCR in favour of the Employer//Procuring Agency valid for a period 28 days after beyond the Bid Validity date.

Costs of such insurances shall be borne by the contractor.

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

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

**20.6 Arbitration**

*Text will be replaced as under; Any dispute in respect of which:*

*(a) the decision, of the Dispute Board has not become final and binding pursuant to sub- clause 20.2, and*

*(b) amicable settlement has not been reached within the period stated in sub-clause 20.5, shall be finally settled,* under the provisions of the Arbitration Act,1940 as amended or any statutory modification/Rules of Conciliation And Arbitration PEC Islamabad or re-enactment thereof for the time being in force.

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

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

**Annex PROCEDURAL RULES**

*Procuring Agency can retain these rules with or without changes, in case of contracts under*

*Project, Bank and donor’s programme.*

**PART II–SPECIAL/PARTICULARCONDITIONSOFCONTRACT**

**INDEX CLAUSE**

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Advance Payment 14.2

Amicable Settlement. 20.5

Appointment of the Dispute Board / Notification of the Committee 20.2

Arbitration 20.6

Commencement of Works 8.1

Contractor’s Representative 4.3

Contractor’s Claims 20.1

Contract Price 14.1

Corrupt and fraudulent Practices (Integrity Pact). 15.6

Definitions 1.1

Delayed Payments 14.8

Employer’s/Procuring Agency’s Risks 17.3

Engineer’s Duties and Authority 3.1

Expiry of Dispute Board’s Appointment 20.8

Failure to agree on the composition of the Dispute Board. 20.3

Failure to comply with Dispute Board’s Decision 20.7

General Conditions of Dispute Board Agreement **A**ppendix

General Requirements for Insurance 18.1

Optional Termination, Payment and release by the Employer 19.6

Obtaining Dispute Board’s Decision 20.4

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PROCEDURALRULES Annex

Prolonged Suspension 8.11

Programme 8.3

Records of Contractor’s Personnel and equipment 6.10

Right to vary 13.1

Termination by Employer/Procuring Agency 15.2

Use of Pakistani Materials and Services 7.9

Variation procedure 13.3

**SPECIFICATIONS**

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

**BB-1**

**Appendix-B to Bid**

**FOREIGN CURRENCY REQUIREMENTS**

1. The bidder may indicate herein below his requirements of foreign currency (if any), with reference to various inputs to the works.

2. Foreign Currency Requirement as percentage of the bid price excluding Provisional

Sums %.

3. Table of Exchange Rates

|  |  |
| --- | --- |
| **Unit of Currency** | **Equivalent in Pak. Rupees** |
| Australian Dollar  Euro  Japanese Yen U.K. Pound U.S. Dollars  ---------------------------  --------------------------- | --------------------------  --------------------------  --------------------------  --------------------------  --------------------------  --------------------------  -------------------------- |

**BC-1**

**Appendix-C to Bid**

**PRICE ADJUSTMENT UNDER CLAUSE 70/13.8**

**OF CONDITIONS OF CONTRACT**

**B When Escalation is allowed on the materials only.**

Price adjustment on following items shall be allowed:

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

**Appendix-D to Bid**

**BILL OFQUANTITIES**

**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 sit 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

**INSTRUCTIONS TO PROCURING AGENCY**

**(Not to be included in bidding documents)**

As stated in Clause IB.7of the Instructions to Bidders, the complete bidding documents shall comprise of eleven items listed there in and any Addend an issued in accordance with ClauseIB.9. The Standard Bidding Documents, in addition to Invitation for Bids, includes the following:

1 Instructions to Bidders.

2. Bidding Data.

3. General Conditions of Contract, PartI (GCC).

4. Special Conditions of Contract, PartII (SCC).

5. Specifications

6. Form of Bid and Appendices to Bid.

7. Bill of Quantities.

8. Form of Bid Security.

9. Form of Agreement.

10. Form of Performance Security, Mobilization Advance Guarantee, Indenture

Security Bond and Integrity pact.

11. Drawings.

The Instructions to Bidders can be used as given. Procuring agency may have to make changes in the text under some special circumstances subject to provisions of Rules and Regulations.

General Conditions of Contract shall not be changed. Procuring agency may carry out changes in General Conditions of Contract through Special Conditions of Contract, as per provisions of Sindh Public Procurement Rules 2010, updated from time to time, in Province of Sindh. However, such changes in General Conditions shall be made with due care. Completion of the Forms and preparation of Bill of Quantities should be made as suggested hereinafter.

Procuring Agency is required to prepare the following documents for completion of the bidding documents:

(i) Special Conditions of Contract Part-II (SCC) (ii) Specifications.

(iii) Bill of Quantities. (iv) Drawings

**A. Notice Inviting Tender**

1. The “Notice Inviting Tender” is advertised in the newspapers shall appear in at least three widely circulated leading dailies of English, Urdu and Sindhi languages as well as on SPPRA Website as explained in the SPPRules, 2010(17) (2). All the blank spaces are to be filled in by the procuring agency.

2. The eligible bidders are defined inClauseIB.3ofInstructions to Bidders*.*

3. The notice shall be published so as to give the interested bidders, sufficient time

For preparation and submission of bids which shall be minimum of 15 days for

National Competitive Bidding (NCB) and minimum of 45 days for International Competitive Bidding (ICB) SPP Rule 18.

4. Non-refundable tender fee for the sale of bidding documents shall be nominal so as to cover cost of photo copying or printing only SPP Rule 20.However, cost of mailing the documents on request of the interested bidder may be charged separately. Last date for the sale of the bidding documents is mentioned in the Notice Inviting Tender.

5. The procuring agency shall require the bidders to furnish a bid security not below one percent and not exceeding five percent of the bid price, which shall remain valid for a period of28 days beyond the validity period forbids, in order to provide the procuring agency reasonable time to act, if the security is to be called, SPP Rule 37(1).

6. The venue and time of receipt of bids and the venue and time of opening of bids are to be mentioned in Notice Inviting Tender. Last date for the receipt and opening of bids shall be the same SPP Rule 41(1).

**7.** In IB11.1 (b) of bidding data, procuring agency should list relevant information, which is considered vital at the time of post-qualification, when prequalification process is not followed. Subsequently, this information is required to be submitted along with bid and shall be verified by the procuring agency during evaluation process.

8. All blank spaces in the bidding data are to be filled in by the procuring agency to complete this document**.**

9. Referring to IB19.2 (b) of bidding data, the Bid Reference Number should be the same as given in Notice Inviting Tenders and form of bid.

**B. Instructions to Bidders and Bidding Data**

1. If the works are not financed from a loan / credit, IB 2.1 of bidding data should be modified accordingly.

2. Procuring agency shall prepare the documents listed at Serial Nos. b,d,e,f,g,i, and k of IB7.1 of Instructions to Bidders in order to complete the bidding documents comprising the Bid.

3. For completion of documents at Serial No. gandi, detailed instructions are given at Para C below.

4. Referring to IB7.1 of bidding data, the period should be inserted as given in the bidding documents and Notice Inviting Tender (NIT).

5. In IB11.1 (b) of bidding data, the bidder shall provide additional or updated information to the procuring agency regarding the post-qualification criteria as and when required.

6. Referring to IB 14.1 of bidding data, a bid validity period shall be specified therein, keeping in view the nature of the procurement, it shall not exceed 90 days in case of National Competitive Bidding (NCB) and 120 days in case of International Competitive Bidding (ICB) SPPRule38(1).

7. Referring to IB15.1 of bidding data, the amount is to be filled in by the procuring agency; bid security shall not be below than one percent and not exceeding five percent of the bid price SPP Rule 37(1).

**C. Form of Bid and Appendices to Bid**

**1. Form of Bid:**

Only Bid Reference Number shall be filled in by the procuring agency (refer Para

A.8 above).All other blanks spaces are to be filled in by the bidder.

**2. Appendix-A to Bid:**

(a) The minimum amount of third party insurance should be assessed by the procuring agency and entered at Sr. No. 3.

(b) The time for completion of the whole of the works shall be entered by the procuring agency at Sr. No. 5.

(c) The amount of Liquidated Damages per day of delay shall be entered by the procuring agency at Sr. No. 7.

Amount of the Liquidated Damages for each day of delay in completion of the whole of the works, or if applicable, for any Section thereof, shall be (a sum equal to 10% of the estimated cost of the works divided by one-fourth of the number of days specified as completion time).

Formula: LD(per day)=10% of Estimated or Bid Cost÷[0.25**×**Time for completion (days)].

(d) The Defects Liability Period is to be entered by the procuring agency keeping in view the nature and size of the work at Sr. No. 7.

This is generally taken as 365 days / one year.

(e) The minimum amount of Interim Payment Certificate should be determined by the procuring agency depending upon the size and duration of the works and to be entered at Sr. No 10.

**3. Appendix-B to Bid:**

Where foreign currency payments are fore seen; the entire Appendix-B to bid should be left blank to be filled in by the bidder.

Where no foreign currency payments are foreseen, the procuring agency should stamp this Appendix-B as “Not Used” and, referring to1.1.4.6 and 13.4 of GCC, and state in SCC that all payments shall be in local currency only. Clause IB-13 should also be modified accordingly through the changes in bidding data.

**4. Appendix-C to Bid:**

(a) National Competitive Bidding (NCB):

Escalations on local funded projects/schemes shall be paid to the contractor

only on following items with their base prices and sources shown in the

bidding document at time of issuing NIT:-

(i) Steel (ii) Cement (iii) Wood for Doors, windows & Partition walls

(iv) Bitumen (v) Bricks.

(b) International Competitive Bidding (ICB):

(i) Contracts having duration of twelve months or more should be liable to price adjustment as preconditions of contract. Provided that the procuring agency may add or delete any item from the list given at the relevant appendix, as deemed appropriate.

(ii) Blank spaces for weight-age of each cost item in column 3 of the table should be filled in by the procuring agency, while preparing the bidding documents.

(iii) In case the price adjustable items are not covered in the Federal Bureau of Statistics, the base price and the source there of shall be mentioned by the procuring agency and the corresponding column of the table should be amended accordingly.

(iv) This mechanism shall be applicable only for price adjustment in local currency.

(v) Price adjustment as mentioned above shall be applicable to all contracts including item rate, lump-sum and % age quoted above or below on Composite Schedule of Rates (CSR), provided these provisions are part of the contract.

**5. Appendix-D to Bid:**

Bills for various items are given by way of example only. The procuring agency should prepare the Bill of Quantities (BoQs) appropriate to the works. In preparation of the Bill of Quantities, columns under (1),(2),(3) and (4) in item rate contract should be completed by the procuring agency, whereas, spaces under columns (5) and (6) as well as the totals at the bottom shall be left blank to be filled in by the bidder. But in case of Composite Schedule of Rates, all columns are to be filled by procuring agency, only percentage above or below are to be quoted by bidder.

Referring to Schedule of Day Work Rates for labour, materials and constructional plant, types of labour, materials and constructional plant under column (2) as well as quantities under column (4) are given by way of example only. The procuring agency should determine the types of labour, materials and constructional plant as well as the quantities thereof, estimated to be utilized, on day work basis depending upon the nature of the works. Percentage for over head and profit on labour and materials, and the total amounts should be left blank to be filled in by the bidder. Day Work summary is to be left blank to be filled in by the bidder.

**6. Appendix-E to Bid:**

If the procuring agency requires partial completion of the works by sections (for example Parts-A,B,C etc.), these should be identified and time for completion thereof, are to be specified, and the blank spaces may be filled in by the procuring agency.

**7. Appendix-F to Bid:**

The procuring agency may expand the requirements as stated in this Appendix, keeping in view the requirements of the works.

**8. Appendix-G to Bid:**

It pertains to the list of major equipments to be provided by the bidder if applicable. All blank spaces are to be filled in by the bidder.

**9. Appendix-H to Bid:**

The bidder has to provide details about camps and housing facilities. Procuring agency may modify the requirements as stated in this Appendix, keeping in view requirements of the works.

**10. Appendix-Ito Bid:**

The bidder has to provide list of sub-contractors along with the details of works assigned. The blank spaces are to be filled in by the bidder.

**11. Appendix-J to Bid:**

The bidder has to provide the estimated value of work to be executed in the period mentioned there in. The blank spaces are to be filled in by the bidder.

**12. Appendix-K to Bid:**

The bidder has to provide the organizational chart for supervisory staff and labour. The blank spaces are to be filled in by the bidder.

**13. Appendix-L to Bid:**

Procuring agency shall provide the Integrity Pact form duly signed, stamped and submit the same along with the bid.

**D. Forms**

**1. Bid Security:**

Procuring agency, before issuing the bidding documents, should fill in following blank spaces:

(a) Amount/Percentage of bid security, in words as well as figures, which should be the same as provided at Sub-ParaA.5above.

(b) Bid Reference Number should be the same as per Sub-Para B.7above.

(c) Standard Forms of Securities provided in this document are to be issued by a scheduled bank.

**E. Special Conditions of Contract**

1. Name and full address of the procuring agency as well as that of the Engineer in charge or in case a consultant is hired by the procuring agency, then Consultant ‟s Engineer, as the case may be, should be filled in by the procuring agency in the blank spaces provided under Sub-Para (a)(i) and (iv) of Sub-Clause 1.1 of SCC.

2. Referring to first paragraph of Sub-Clause 3.1of GCC, information as applicable is provided there under.

3. Referring to Sub-Clause1.5 of GCC, the procuring agency may add, in the order of priority, such other documents which form part of the contract.

4. Referring to 8.3 of GCC, the procuring agency should specify the form in which the programme is to be submitted by the bidder, e.g., Critical Path Method (CPM), Bar Chart or Programme Evaluation and Review Technique (PERT).

|  |  |  |
| --- | --- | --- |
| 5. | (a) | Referring to Sub-Clause 5.3 of GCC, if the procuring agency desires the |
|  |  | Bidder to use the services of nominated sub contractor (s), the procuring |
|  |  | Agency should make necessary provisions of provisional sums and provide |
|  |  | Blank spaces to be filled in the percentage rate(s) and estimated amounts, |
|  |  | Resulting the reform in Appendix-D to Bid. The blank spaces for the rate (s) |
|  | (b) | and the estimated amount(s)shall be filled in by the bidder.  Suitable text referring to such provisions should be added in SCC. |

***If provisional sums and Day Work are not to be provided, then same should be mentioned in special conditions of contract.***

6. **Mobilization Advance/Advance Payment:**

Procuring agency shall extend mobilization advance to the contractor *on submission of Bid*

*Bond / Bank Guarantee.*

7. Referring to 20.6 of GCC, the procuring agency should state the venue of Arbitration, which should be located within the province of Sindh and according to Arbitration Act, 1940 (updated from time to time).

8. Addresses of the procuring agency and the Engineer or in case a consultant is hired

By the procuring agency, then Consultant ‟s Engineer, as the case may be, are to

be entered by the procuring agency to completely fill in the blanks in Sub-Clause

1.3.

**F. Specifications.**

To be prepared and incorporated by the procuring agency.

(Precise and clear specifications are prerequisite for bidders to respond realistically and competitively to the requirements of the procuring agency without qualifying or conditioning their bids. In the context of both national and international competitive bidding, the specifications must be drafted to permit the widest possible competition and, at the same time, present a clear statement of the required standards of materials, plant, other supplies, and work man ship to be provided. Only if this is done, the objectives of economy, efficiency and equality in procurement will be realized, responsiveness of bids be ensured, and the subsequent task of bid evaluation be facilitated. The specifications should require that all materials, plant, and other supplies to be incorporated in the works are new, un used, of the most recent or current models, and incorporate all recent improvements in design and materials unless provided otherwise in the contract. A clause setting out the scope of the works is often included at the beginning of the specifications, and it is customary to give a list of the drawings. Where the contractor is responsible for the design of any part of the permanent works, the extent of his obligations must be stated.

Specification shall be generic and shall not include references to brand names, model numbers, catalogue numbers or similar classifications. However, if the procuring agency is convinced that the use of or a reference to a brand name or catalogue number is essential to complete an otherwise incomplete specification, such use or reference shall be qualified with the words “or equivalent”.

Care must be taken in drafting specifications to ensure that they are not restrictive. In the specification of standards for materials, plant, other supplies, and workmanship, recognized international standards should be used as much as possible. The specifications shall consider all site conditions, but not limited to seismic and weather conditions, and environmental impact. Where other particular standards are used, whether national or other standards, the specifications should state that materials, plant, other supplies, and workmanship meeting other recognized standards, and which ensure equal performance, to the mentioned standards, will also be acceptable.)

**G. Drawings**

To be prepared and incorporated by the procuring agency.