



# KARACHI WATER & SEWERAGE BOARD

OFFICE OF THE EXECUTIVE ENGINEER (W/D)

LANDHI TOWN, DISTRICT KORANGI

ROOM NO. 5, 1<sup>ST</sup> FLOOR OLD KDA BUILDING, KORANGI NO. 4

Contact No. 0300-2191256

## NOTICE FOR INVITING TENDER THROUGH PRESS AS WELL AS AUTHORITY'S WEBSITE OF SPPRA (On Item Rate Basis).

Tender are invited from interested Contractors / Firms as per SPPRA Rule-2010 in single stage / single envelope system with sealed covers:-

1.	Name of Work:-	PROVIDING & LAYING OF 225MM P.E PIPE FROM BHUTTO NAGAR 12" DIA WATER LINE TO 18" DIA LINE NEAR 1-C AREA LANDHI TOWN. (WATER)
2.	Name, Address & Phone No. of Officer Inviting N.I.T.	Executive Engineer (W/D), Landhi Town, District Korangi, KW&SB, Room No. 5, 1 <sup>ST</sup> Floor, Old KDA Building Korangi No. 4, Karachi Cell # 0300-2191256
3.	Eligibility of Contractors:	Bidder / Contractor having NTN and Contractor should be registered with Sindh Revenue Board in terms of Rule-46(I)(iii) of SPP Rules, 2010 (amended 2014), Three Years Turnover must be attached with the Tender.
4.	Purchased of Tenders:	Tenders documents can be purchased from the office of the Accounts Officer (Revenue), KW&SB at KW&SB Head Office, at 1 <sup>ST</sup> Floor Old KBCA Annex Building, Behind Civic Center, Gulshan-e-Iqbal Karachi, between 9:00 am to 1:00 pm in any working day, against the pay orders in favour of KW&SB, as tender cost.
5.	Bid Security.	2% of bid security of the quoted cost / price in shape of pay order / bank draft for any schedule bank of Pakistan in favour of KW&SB. Bid security must be accompanied with the tender otherwise the tenders shall be treated as invalid & rejected.
6.	Tender Fee.	Rs. 3,000/= Non-Refundable in shape of pay order in favour of KW&SB.
7.	Last Date of issuing tender documents.	One day before the date of opening tender. since 1 <sup>ST</sup> Publishing i.e <u>21 - 03</u> -2016.
8.	Date & Time of Submission & Opening of Tenders:	<u>22 - 03</u> -2016, upto 2:00 PM and will be opened at 2:30 PM.
9.	Submission / Opening Venue:	Tenders will be opened by the <b>Procurement Committee-I</b> , at the office of the Chief Engineer (IP&D), KW&SB at Block "E" 9 <sup>TH</sup> Mile Karsaz, Shahrah-e-Faisal, Karachi.
10.	Scope of Work:	For improvement of Water Supply System in Landhi Town.
11.	Cost of Work:	Rs. 34,02,596/=
12.	Funded By:	KW&SB's Own Funds.

Note:-

- Tender & Bidding documents can be seen & download from SPPRA Website [www.spprasindh.gov.pk](http://www.spprasindh.gov.pk).
- The Procuring Agency may reject any bid subject to relevant provision of SPP Rules-2010.
- In case of any unforeseen situation resulting in closure of office on the date of opening or if Government declares Holiday the tender shall be submitted / opened on the next working day at the same time & venue.
- No tender shall be issued on the date of opening of tender.

KARACHI WATER & SEWERAGE BOARD

SABIR ALI  
Executive Engineer  
Landhi Town (W/D), KW&SB

# کراچی واٹر اینڈ سیوریج بورڈ



دفتر ایگزیکٹو انجینئر (ڈبلیو ڈی) لائٹھی ٹاؤن، ڈسٹرکٹ کورنگی

روم نمبر 5، پہلی منزل کے ڈی اے بلڈنگ، کورنگی نمبر 4 راہ: 0300-2191256

## نوٹس برائے طلبی ٹینڈر

بذریعہ پریس اور اتھارٹی (ایس پی پی آر اے) کی ویب سائٹ

آن لائن کے نرخوں کی بنیاد پر

دلچسپی رکھنے والے کنٹریکٹرز انفرم سے ایس پی پی آر اے روز 2010 کے تحت سٹیل اسٹینڈرڈ سٹیم پمپ پر پمپنگ ٹینڈرز مطلوب ہیں۔

1	کام کا نام	لائٹھی ٹاؤن میں پمپنگ سے دن کی ایریا تک 12 بجے سے 18 بجے تک کی پانی کی لائن کیلئے 225 ایم ایم (پی پی) پائپ کی فراہمی اور پیمانے کا کام
2	نوٹس طلبی ٹینڈر کے انفرم کا نام، پتہ اور فون نمبر	ایگزیکٹو انجینئر (ڈبلیو ڈی) لائٹھی ٹاؤن، ڈسٹرکٹ کورنگی، ڈبلیو اینڈ ایس بی، روم نمبر 5، پہلی منزل، اولڈ کے ڈی اے بلڈنگ کورنگی نمبر 4 کراچی، سٹیل نمبر 0300-2191256
3	کنٹریکٹ کی اہلیت	بولی دہندگان انٹرنیشنل اینڈ این ایس پی آر اے اور سٹیل اسٹینڈرڈ سٹیم پمپ پر پمپنگ ٹینڈرز سے ایس پی پی آر اے روز 2010 (ترمیم شدہ 2014) کے ضابطہ 46 (iii) کے تحت رجسٹرڈ ہوں، تین سال کا ٹرن اور وہ بھی ٹینڈر کے ساتھ لازماً منسلک کیا جائے۔
4	ٹینڈرز کی خرید	ٹینڈرز دستاویزات اکاؤنٹس آفیسر (ریویو) کے ڈبلیو اینڈ ایس بی کے دفتر واقع کے ڈبلیو اینڈ ایس بی ہیڈ آفس، پہلی منزل اولڈ کے بی ای اے کی انٹیکس بلڈنگ متصل سوک سینٹر گلشن اقبال کراچی سے صبح 9:00 سے دوپہر 1:00 بجے تک، دفتر ایس بی کے ڈبلیو اینڈ ایس بی کے نام ٹینڈر کی قیمت کا پچھ آؤ رٹج کروا کر حاصل کیے جا سکتے ہیں۔
5	زر ضمانت	ٹینڈر کی قیمت الاکت کی 2 فیصد رقم کا پچھ آؤ رٹج اور ایڈوانس ڈرافٹ پاکستان کے کسی بھی شیڈول بینک سے کے ڈبلیو اینڈ ایس بی کے نام بنوا کر ٹینڈر کے ساتھ جمع کرانی کیا جائے، نہ سورت دیگر ٹینڈر مسترد ہو کر کیا جائے گا۔
6	ٹینڈر فیس	سٹیل 3000 روپے، بٹیکل ناقابل واپسی پچھ آؤ رٹج نام کے ڈبلیو اینڈ ایس بی
7	ٹینڈر دستاویزات کے اجراء کی آخری تاریخ	اجراء کی پہلی تاریخ 2016-03-21 سے ٹینڈر کھلنے کی تاریخ سے ایک روز قبل تک
8	ٹینڈر جمع کرانے اور کھولنے کا وقت اور تاریخ	2016-03-22 کی دوپہر 2:00 بجے تک اور ٹینڈر دوپہر 2:30 تک کھولا جائے گا
9	ٹینڈر پروکیورمنٹ نمٹھی 1، چیف انجینئر آئی پی اینڈ ڈی کے دفتر واقع کے ڈبلیو اینڈ ایس بی، بلاک ای 9th فائل کار سار شاہراہ فیصل، کراچی میں کھولنے کی جگہ	
10	کام کا مقصد	لائٹھی ٹاؤن میں پانی فراہمی کا نظام بہتر بنانا
11	کام کی الاکت	سٹیل 34,02,569 روپے
12	فٹز کاڈریز	کے ڈبلیو اینڈ ایس بی کا ذاتی فٹز

نوٹ:

- ٹینڈر راولریوں کی دستاویزات ایس پی پی آر اے کی ویب سائٹ [www.spprasindh.gov.pk](http://www.spprasindh.gov.pk) پر دلچسپی اور ہاں سے ڈاؤن لوڈ کی جا سکتی ہیں۔
- پروکیورمنٹ ایجنسی ایس پی پی آر اے روز 2010 کے تحت متعلقہ شق کی بنیاد کی بھی بولی کو مسترد کرنے کی اجازت ہے۔
- کسی وجہ یا حکومت کی جانب سے ٹینڈر کھولے جانے کی تاریخ پر دفتر بند ہونے کی صورت میں ٹینڈر اگلے دفتر دن جمع کرنا اور کھولا جائے گا۔
- ٹینڈر کھولے جانے کی تاریخ پر کوئی ٹینڈر جاری نہیں کیا جائے گا۔

کراچی واٹر اینڈ سیوریج بورڈ

ATTACHED

Handwritten signature and stamp area.

DT: 27-02-2016



# Karachi Water & Sewerage Board

OFFICE OF THE EXECUTIVE ENGINEER (W/D)

LANDHI TOWN, DISTRICT KORANGI

ROOM NO. 5, 1ST FLOOR KDA BUILDING, KORANGI NO. 4

Contact No. 0300-2191256

## NOTICE FOR INVITING TENDER THROUGH PRESS AS WELL AS AUTHORITY'S WEBSITE OF SPPRA (On Item rate Basis)

Tender are invited from interested contractor / Firms as per SPPRA Rule 2010 in single stage/ single envelop system with sealed covers:-

1	Name of Work:	PROVIDING & LAYING OF 225MM PE PIPE FROM BHUTTO NAGAR 12" DIA WATER LINE TO 18" DIA LINE NEAR 1-C AREA LANDHI TOWN (WATER)
2	Name, Address & Phone No. of Officer inviting N.I.T	Executive Engineer (W/D), Landhi Town, District Korangi, KW&SB, Room No 5, 1st Floor, Old KDA Building Korangi No 4, Karachi Cell # 0300-2191256
3	Eligibility of Contractors:	Bidder / Contractor having NTN and Contractor should be registered with Sindh Revenue Board in terms of Rule-46(i)(iii) of SPP Rules, 2010 (amended 2014). Three Years Turnover must be attached with the Tender.
4	Purchased of Tenders:	Tenders documents can be purchased from the office of the Accounts Officer (Revenue), KW&SB at KW&SB Head office, at 1st Floor Old KBCA Annexy Building, Behind Civic Center, Gulshan-e-Iqbal Karachi, between 9:00 am to 1:00 pm in any working day against the pay orders in favour of KW&SB, as tender cost
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6	Tender Fee	Rs 3,000/- Non-Refundable in shape of pay order in favour of KW&SB.
7	Last Date of Issuing tender documents	One day before the date of opening tender, since 1st Publishing i.e. 21-03-2016.
8	Date & Time of Submission & Opening of Tenders	22.03.2016 upto 10 PM and will be opened at 2:30 PM.
9	Submission / Opening Venue:	Tenders will be opened by the Procurement Committee-I, at the office of the Chief Engineer (IP&D), KW&SB at Block "E" 9th Mile Karsaz, Shahrah-e-Faisal, Karachi.
10	Scope of Work	For improvement of Water Supply System in Landhi Town.
11	Cost of Work:	Rs. 34,02,890/-
12	Funded By:	KW&SB'S Own Funds

**Note:-**

- Tender & Bidding documents can be seen & download from SPPRA Website [www.spprasindh.gov.pk](http://www.spprasindh.gov.pk).
- In case Procuring Agency may reject any bid subject to relevant provision of SPPRA Rule-2010.
- Holidays of any unforeseen situation resulting in closure of office on the date of opening or if Government declares
- No tender by the tender shall be submitted / opened on the next working day at the same time & venue.

Order shall be issued on the date of opening of tender.

KW&SB/DPR/201

3/09

KARACHI WATER & SEWERAGE BOARD

ATTESTED

*[Signature]*  
Executive Engineer  
Karachi Water & Sewerage Board

# ہلال پاکستان

خمس 25 فیبروری 2016ء بمطابق 16 جمادی الاول 1437ھ

## کراچی واٹر اینڈ سیوریج بورڈ

آفیس آف ڈی ایگزیکٹو انجینئر (ڈبلیو/ڈی)

لانڈی ٹائون، ڈسٹرکٹ کورنگی

کمرو نمبر-5، پهرين ماڙ کي ڊي اي بلڊنگ، کورنگی نمبر-4

رابطو لاء: 0300-2191256



## ٽينڊر گھرائڻ لاءِ نوٽيس

پريس ۽ ايس پي پي آري جي ويب سائٽ جي ذريعي

آئيم ريت بنيادن تي

ايس پي پي آري رول 2010 جي مطابق سنگل اسٽيج-سنگل لفافي جي سسٽم تحت هيٺ ڄاڻايل ڪمن جي لاءِ مهيند ٽينڊر گھرائڻ جا.

ڪم جو نالو	ڪم جو نالو
1. 225MM بي. اي پاڻي جي پائپ لائين جي فراهمي ۽ وڇائڻ، پتو نگر 12" کان 18" تائين ڊايا لائين ويجھو C-1 علائقو لانڊي ٽائون (واٽر).	ڪم جو نالو
2. ايگزیکٹو انجینئر (ڊبلیو/ڊي) لانڊي ٽائون ڊسٽرڪٽ کورنگي، ڪي ڊبلیو اینڊ ايس بي ڪمرو نمبر-5، پهرين ماڙ، پراڻي ڪي ڊي اي بلڊنگ، کورنگي نمبر-4، کراچي سيل: 0300-2191256	N.I.T آفيسر جو نالو، ايدريس ۽ فون نمبر
3. ڪنٽريڪٽر NTN ۽ ڪنٽريڪٽر سنڌ روٽرو بورڊ پي پي رولز 2010 (ترميمريل 2014) جي رول (1) 46 (iii) جي مطابق رجسٽرڊ هجڻ گهرجي. ٽينڊر سان گڏ ٽن سالن جو ٽرن اوور ايج ڪرڻ گهرجي.	ٽيڪيڊارن جي اهلويت
4. ٽينڊر دستاويزاڪائونٽنس آفيسر (روٽرو) ڪي ڊبلیو اینڊ ايس بي آفيس واقع فرسٽ فلور پراڻي ڪي ڊي سي اي اينڪسي بلڊنگ پوربان سوڪ سينٽر گلشن اقبال، کراچي ڪي ڊبلیو اینڊ ايس بي هيڊ آفيس جي آفيس ۾ صبح 9:00 وڳي کان منجهند 1:00 وڳي تائين خريد ڪري سگهجن ٿا. ڪنهن به ڪم واري ڏينهن پي آرڊر جي شڪل ۾ خريد ڪري سگهجن ٿا.	ٽينڊرز خريد ڪري سگهجن ٿا
5. ڪوٽيد رقم جو 2% کراچي واٽر اینڊ سيوریج بورڊ جي حق ۾ پي آرڊر/بئنڪ ڊرافٽ جي صورت ۾ ۽ بڊ سيڪيورٽي ٽينڊرز سان گڏ هجي، نه ته ٽينڊر کي ناڪارو قرار ڏنو ويندو.	بڊ سيڪيورٽي
6. 3000/- رپيه (ناقابل واپسي) ڪي ڊبلیو اینڊ ايس بي جي حق ۾ پي آرڊر جي شڪل ۾.	ٽينڊر في
7. پهرين پبلشنگ واري تاريخ 2016-3-21 کان ٽينڊر کڻڻ واري تاريخ کان هڪ ڏينهن اڳ تائين.	ٽينڊر دستاويزن جي جاري ڪرڻ جي آخري تاريخ
8. ٽينڊر پيش ڪرڻ جي تاريخ 2016-3-22 تي منجهند 2:00 وڳي جيڪي ساڳئي ڏينهن منجهند 2:30 وڳي کوليا ويندا.	ٽينڊر پيش ڪرڻ ۽ کولڻ جي تاريخ ۽ وقت
9. ٽينڊر پراڪيورمينٽ ڪميٽي-1 طرفان آفيس آف ڊي جيف انجینئر (آءِ پي اينڊ ڊي) ڪي ڊبلیو اینڊ ايس بي، بلاڪ-اي-9-ميل شاهراهه فيصل ڪار سائز کراچي جي آفيس ۾ کوليا ويندا.	پيش ڪرڻ/ کولڻ جو هنڌ
10. لانڊي ٽائون ۾ واٽر سيل ۽ جو سڌارو.	ڪم جي اسڪوپ
11. 34,02,596/=	ڪٽيل لاڳت
12. کراچي واٽر اینڊ سيوریج بورڊ جا پنهنجا فنڊز	فنڊنگ جو ذريعو

ٽينڊر ۽ بڊنگ دستاويزن ايس پي پي آري جي ويب سائٽ [www.spprasindh.gov.pk](http://www.spprasindh.gov.pk) تي ڏسي ۽ ڏاٽون لوڊ ڪري سگهجي ٿو.

پراڪيورنگ ايجنسي ايس پي پي آري رولز 2010 جي مطابق ڪاب آج رد ڪري سگهجي ٿي.

ڪنهن به اوچتي صورتحال جي ڪري ٽينڊر جمع ڪرائڻ/ کولڻ جي تاريخ تي آفيس بند هجڻ يا حڪومت طرفان موڪل جو اعلان ڪرڻ جي حالت ۾ ٽينڊر ايندڙ ڪم واري ڏينهن ساڳئي وقت تي جمع/ کوليا ويندا.

ٽينڊر کولڻ جي تاريخ تي ٻيو ڪوبه ٽينڊر شايع نه ٿيندو.

کراچي واٽر اینڊ سيوریج بورڊ



# KARACHI WATER & SEWERAGE BOARD

HUMAN RESOURCES, DEVELOPMENT & ADMINISTRATION DEPARTMENT  
PHONE NO. 021-99231464, 021-99231463

No: KW&SB/HRD&A/DMD/344

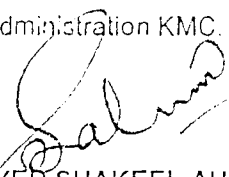
Dated: 30.10.2015

## CORRIGENDUM

In pursuance of office order issued vide No.KW&SB/DMD//HRD&A/919 dated 22.10.2015 regarding of rules-31 of SPPR, A complaint redressal committee (CRC) is Constituted, requires appropriate correction as under:

Sr. No.04 May Be Read as : Sr. Director (HRM) KMC.

Instead of : Director Administration KMC.

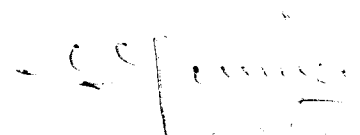
  
( SYED SHAKEEL AHMED )  
DY. MANAGING DIRECTOR  
KW&SB

### Distribution

1. Dy. Managing Director (TS) KW&SB.
2. Dy. Managing Director (Finance) KW&SB / Convener Committee
3. Dy. Managing Director (Planning) KW&SB.
4. The Chief Engineer Korangi KW&SB / Member Secretary Committee.
5. The Chief Engineer Central KMC / Member of the Committee.
6. The Senior Director HR-II KMC / Member of the Committee.
7. The Divisional Account Officer (South), KW&SB.
8. The Director (IT), KW&SB.
9. The Director Administration, KW&SB.
10. The Asstt. Director (LFA), KW&SB.
11. The Accounts Officer (Estt), KW&SB.
12. Office Copy.
13. Master File.

C.C. to Managing Director, KW&SB.

ATTESTED

  
HAMEED ALI  
Executive Engineer  
Landfill Township, Karachi





# KARACHI WATER & SEWERAGE BOARD

OFFICE OF THE CHIEF ENGINEER (IPD)

Block-B, 9<sup>th</sup> Mile Karsaz, Shahra-e-Faisal, Karachi

Telephone # 99245161

No.KW&SB/CE(IPD)/2013/236

Dated: /5-03-2013

## OFFICE ORDER

In pursuance of Rule-07 of the Sindh Public Procurement Rules, 2010, instruction of SPPRA communicated vide No.Dir(Enf-I)/SPPRA/1-3/(GEN)/12-13/8001, dated: 26-02-2013 and with the approval of Managing Director, KW&SB, Procurement Committee is hereby re-constituted for performing the functions prescribed in Rule-08 of Rules ibid for the works for which evaluation report required to be hoisted on Sindh Public Procurement Authority's Web Site, as under:

S.No	Nominee	Position in P.C
1	Chief Engineer (IPD)	Convener
2	Chief Engineer (Concerned)	Member
3	Representative of D.G (TS) KMC	Member
4	Representative of Finance Advisor, KMC	Member
5	Accounts Officer (Concerned)	Member / Secretary

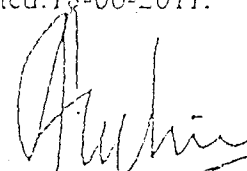
The office of the Convener / Chief Engineer (IPD), shall be headquarter for Procurement Committee.

The Concerned office of Chief Engineer shall maintain the record of procurement proceedings as required under Rule-9 of SPPRA 2010.

Uniform criteria for assessment of bids shall be used by all the Procurement Committees, to ensure uniformity of assessment of similar items and works.

This modifies the earlier order bearing No.MD/KW&SB/2011/197/L dated:18-06-2011.

This issue with the approval of Managing Director, KW&SB.

  
Chief Engineer (IPD) KW&SB  
15/3/2013

### Copy to:

1. The Managing Director, KW&SB.
2. The All DMD's KW&SB.
3. The All C.E's KW&SB.
4. The Assistant Director (LFA), KW&SB.
5. The P.S to Chairman, KW&SB.
6. The All Accounts Officer, KW&SB.

### Copy also to:

1. The Administrator, KMC.
2. The Chief Officer / Municipal Commissioner, KMC.
3. The Director General (T.S), KMC.
4. The Financial Advisor, KMC.
5. The Director (C.B) SPPRA, GOS.


ATTESTED  
- C. C. [Signature]  
S. M. [Signature]  
Liaison Officer, KW&SB



**EVALUATION CRITERIA OF THE TENDER UPTO 2.5 MILLION.**

1. Contractor having NTN and copy must be available with tender in case of supply item the GST registration must be available with tender.
2. The Pay Order of Bid Security as mentioned in NIT and must be available with tender.
3. 3 Years Experience certificate of similar nature of job must be available with the tender.
4. Turnover Statement last 3 Years.
5. Similar nature of Bidding Documents form upto 2.5 Million of SPPRa with filling Bidding Data & Contractor Data must be available with BOQ other wise the tender cannot be accepted.
6. Rate must be quoted in figure & words by contractor.
7. Bid shall be properly signed by contractor with stamped, address and contact No. #.
8. If the estimate are based on Sch: 2012 and premium can be allowed within allowable limit.
9. If the estimate are preparing on M.R and 10% profit is included in R.A & excess quoted cost cannot be concenter.
10. Conditional bid cannot be accepted.
11. Bid must be submitted in sealed cover.
12. Contractor firm cannot be debarred in KW&SB.

ATTESTED

  
H. A. H. H. H. H. H.  
Landhi Town (P.O.) SW&SB



**Karachi Water & Sewerage Board**  
**PROCUREMENT PLAN (Maintenance)**  
**FOR THE F. Y. 2015-16**

Serial No.	Funds Head & Sub Head	Name of Work and break up	Allocated Funds and break up for different locations / sites	Items to be Executed	Methods of Procurement	Anticipated / Actual Date of Advertisement	Anticipated / Actual Date of Start	Anticipated / Actual Date of Completion	Remarks
a	b	c	d	f	h	i	j	k	l
1	J-013-18	Providing Laying of 225MM P.E Pipe from Bhutto Nagar 12" Dia Water Line to 18" Dia Line Near 1-C Area Landhi Town.	Rs. 34,02,596/=	Providing Laying of 225MM P.E Pipe from Bhutto Nagar 12" Dia Water Line to 18" Dia Line Near 1-C Area Landhi Town.	Single Stage One Envelope Procedure	Last Week of February-2016	Third Week of March-2016	Third Week of April-2016	

*Signature*

**SPPRA PREQUALIFICATION DOCUMENT**

**STANDARD FORM OF BIDDING DOCUMENT**

**FOR**

**PROCUREMENT OF WORKS**

(For Contracts (Small) amounting between Rs.2.5 million to Rs.5.00 million)

(Harmonized with SPPRA Rules)



TENDER DOCUMENTS

FOR THE WORK OF

PROVIDING & LAYING OF 225MM P.E  
PIPE FROM BHUTTO NAGAR 12" DIA  
WATER LINE TO 18" DIA LINE NEAR  
1-C AREA LANDHI TOWN.

EXECUTIVE ENGINEER (W/D)  
LANDHI TOWN, KW&SB.

KARACHI WATER & SEWERAGE BOARD



# KARACHI WATER & SEWERAGE BOARD

OFFICE OF THE EXECUTIVE ENGINEER (W/D)

LANDHI DIVISION.

SUBJECT: PROVIDING & LAYING OF 225MM P.E PIPE FROM BHUTTO  
NAGAR 12" DIA WATER LINE TO 18" DIA LINE NEAR 1-C AREA  
LANDHI TOWN.

E/Cost:- On item rate basis

Tender Issued to M/S \_\_\_\_\_

Tender Cost:- Rs. 3,000

Pay Order No. \_\_\_\_\_

Dated \_\_\_\_\_

Time Limit:- 30 Days

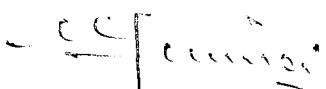
Penalty:- Rs. 2000/- per day

Date of Opening: 22-03-2016

## ISSUING AUTHORITY

S. No.	Description	QTY	Rate	Per	Amount
1	Scarifying the existing road surface.	7500 sft		%sft	
2	Excavation for pipe line in trenches and pits in all kind of soil or mud i/c trimming and dressing sides to true alignment and shapes leveling of beds of trenches to correct level and grade, cutting joint holes and disposal of surplus earth within a one chain as directed by engineer incharge. Providing fence guards, light, flags and temporary crossings for non-vehicular traffic where ever required lift up to 5' ft (1.25m) and lead up to one chain (30.5m).				
	0'-5'	37500 cft		%0cft	
	5'-8'	22500 cft		%0cft	
	8'-11'	22500 cft		%0cft	
3	Providing Laying & Fixing in trench i/c fitting, jointing & testing etc complete in all respect the high density polyethylene P.E pipes (HDPE-100) for W/S confirming ISO 4427/DIN8074/8075 B.S 3580 & PSI 3051 (PN-10)				
	225 mm	2500 rft		P/rft	
4	Providing & Fixing M.S split collar tee on PRCC pipe of different sizes having width as mentioned against each item to suit the size of connection fabricated with 3/8" thick M.S plate excluding the cost of the neck it includes the cost of 3/4" thick M.S flanges with a total weight as mentioned against each item it also includes the cost of nuts, bolts, rubber packing, labour and sealing material and all the tools and plants. Width 2".6" wt 163160 kgs.				
	18"x18"	1 Nos		Each	
5	Providing & Fixing 0-9" long 3/8" thick M.S Neck to existing M.S pipe to a split collar tee having a total weight as mentioned against each item. It includes the cost of fabrication and welding to the split collar tee. Dia 8" Wt. 15.757 kgs				
	8" Dia	1 Nos		Each	

6	C.I S/V heavy pattern (test Pressure 21.0 kg/sq.km.com or 300LB/Sq.Inch 8"	1 Nos		Each
7	Fixing of sluice Valves with 2 cast iron tailpieces one end flanged and other with socket including the cost of nuts, bolts and rubber packing labour etc complete. 8"	1 Nos		Each
8	Full hire charges of the pumping set per day i/c of wages of driver and assistant fuel or electric energy plate forms required for placing pumps etc. at lower depth with suction and delivery pipes for pumping out water found at various depths from trenches i/c the cost of erection and dismantling after completion of the job. (i) Hire Charges of pumping set of up to 10 HP pumping out water from 10'-0" deep	20 days		P/Day
9	Construction of C.CB/M chamber of size, 6x6x6 inside dimension with 24"x24" C.I cover from weight 65 Kg fixed in 6" thick RCC 1:2:4 slab with steel ½" tor bar @ 6" c/c with bent up both way, both side 8" thick C.C 1:3:6 block masonry wall 6" c/c 1:4:8 in foundation 2" thick C.C 1:2:4 flooring ½" thick cement plaster 1:6 inside wall surface 1'-0' deep up to roof slab i/c M.S Footrest 5/8" dia bar at every 2' deep i/c curing dewatering excavation refilling and disposal of surplus earth etc complete. (As per attached R.A) 6'X6'X6'	1 Nos		Each
10	Refilling the excavated stuff in trenches 6" thick layer i/c watering ramming to full compaction etc complete.	81396 cft		%0cft
Total Amount:				

  
 Executive Engineer (W/D)  
 Landhi Town, KW&SB

I/We hereby quoted amount to Rs. \_\_\_\_\_

In Words \_\_\_\_\_

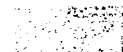
Note:- All existing SPPRA Rule will be abide.

Signature & Stamp of the Contractor

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### CONDITIONS OF CONTRACT

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## 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 Remediating 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.

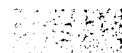
### 9.2 Uncovering and Testing

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.

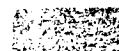
## 10.4 Early Warning

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

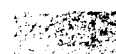
Payment shall be in the currency stated in the Contract Data.

## 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.

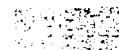
## 14. INSURANCE

### 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.

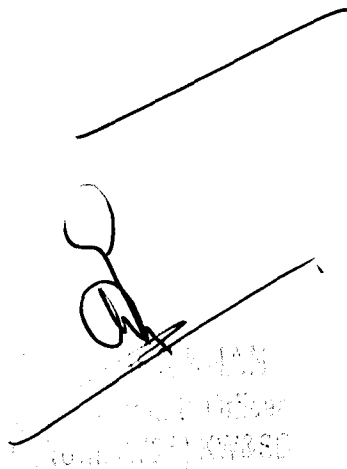


16 INTEGRITY PACT

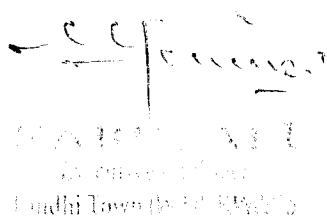
16.1 If the Contractor or any of his Sub-Contractors, agents or servants is found to have violated or involved in violation of the Integrity Pact signed by the Contractor as Schedule-F to his Bid, then the Procuring Agency shall be entitled to:

- (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.



Handwritten signature and stamp of the Procuring Agency. The stamp is partially obscured by a diagonal line and contains the text: "PROCURING AGENCY", "Sindh", and "Karachi".



Handwritten signature and stamp of the Contractor. The stamp is partially obscured by a diagonal line and contains the text: "Contractor", "Sindh", and "Karachi".

