

Executive Engineer Research Division Karachi

ST/2, BLOCK- N, SAKHI HASSAN CHOWRANGI, NORTH NAZIMABAD, KARACHI

Phone No: 021-36645777

NO: TC/ G-55 /220/ 2016 DATED: 11/03/ 2016

INVITATION FOR BIDS

1. The procuring Agency, Executive Engineer, Research Division Karachi invites sealed bids from interested firms or persons licensed by the Pakistan Engineering Council in the appropriate category for the following works.

S.No	Description	Amount	Tender Fee	Earnest Money 2% in Rs	Time for Completion
1	Strengthening to the model side berm of low level channel at FRS Hyderabad.	955716/-	1000/-	20000/-	60 days

The complete set of Bidding Documents/Quotation may be purchased by an interested eligible bidder on submission of a written application to the office given below and upon payment of bid price tender fee mentioned against each work from the date of publication of NIT to one day before the opening date.

2. All bids must be accompanied by a Bid Security / Earnest Money in shape of 2% against each work in the form of Call Deposit from any scheduled Bank duly pledged in the name of Executive Engineer, Research Division Karachi and must be delivered to this office at or before 12.00 Noon.31-03-2016. and bid will be opened on the same day@ 1.00 PM in the presence of bidder's/representatives who choose to attend, at the same address.
3. Conditional and Telegraphic Tender will not be entertained.
4. The competent authority reserved the right to reject any or all tenders/ bid proposal as per provision of SPPRA rules and shall be communicated to bidder on request.

EXECUTIVE ENGINEER
RESEARCH DIVISION
KARACHI

C.c to:-

1. The Director (CB) Sindh Procurement Regularity Authority (SPPRA) Barrack No.8 Secretariat 4ACourt Road Karachi.
2. The Director Hydrology & Research Hyderabad
3. Copy on Notice Board/ C.B/D.B/Local

EXECUTIVE ENGINEER
RESEARCH DIVISION
KARACHI

9065
11-03-16

SINDH IRRIGATION DEPARTMENT
BIDDING DOCUMENT

Procurement of works
Bidding document for

FOR THE STRENGTHENING TO THE MODEL SIDE BERM OF
LOWLEVEL CHANNEL AT FRS HYDERABAD
(Post qualification)

Issued on : DR. No. _____, 2016,

NIT No : TC/G-55/22^Δ /2016, dated 01-03-2016.

Employer : Sindh Irrigation Department through Executive Engineer,
Research Division, Karachi.

Bidding Documents issued to:

M/S _____

_____ 2016

Letter of Price Bid

Date_01-03-2016

NO: TC/G-148/228/of 2016

To Executive Engineer Research Division Karachi.

We, the undersigned, declare that:

I, We have examined and have no reservation to the Biding Documents, including addenda issued in accordance with instruction to Bidders (ITB) 8;

J, We offer to execute in conformity with the Bidding Documents the following Works:

K, " FOR THE STRENGTHENING TO THE MODEL SIDE BERMS OF LOW LEVEL CHANNEL AT FRS HYDERABAD.

L, The total price of our bid excluding any discounts offered in item (d) below is PKR _____.

M, The discount offered and the methodology for their application are: _____.

N, Our Bid shall be valid for a period of _____ days from the date fixed for the bid submission deadline in accordance with the bidding documents. and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

O, If our bid is accepted, we commit to obtain a performance security in accordance with the Bidding Documents.

P, We have paid, or with pay the following commissions, gratuities, or fees with respect to the bidding process or execution of the Contract: **

Name of recipient	address	reason	amount
_____	_____	_____	_____
_____	_____	_____	_____

Q, We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute of binding contract between us. Until a formal contract is prepared and executed, and

We understand that you are bound to accept the lowest evaluated bid or any other bid that you may receive.

We agree to permit SID of its representative to inspect our accounts and records and other documents relating to the bid submission and to have them audited by auditors appointed by SID.

If awarded the contract, the person named below shall act as contractor's Representative

Name _____

In the capacity of _____

Signed _____

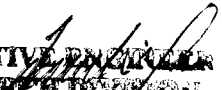
Duly Authorized to Sign the Bid for and or Behalf of _____

Date: _____

*** If none has been paid or is to be paid, indicate "None"*

**B-SCHEDULE FOR THE STRENGTHENING TO THE MODEL SIDE SIDE BERMS
OF LOW LEVEL CHANNEL AT FRS HYDERABAD**

S.No.	ITEMS	Quantity		Rtae	Unit	Amount
1	Dressing and levelling of earth work to designed section etc complete .(P-3,i-11b).	3500	x	187.55	%0 cft	656
2	Excavation in irrigation channels ,draind etc.dressed to designed section grades and profile excavated(P-1,i-5a).	3500	x	3176.25	%0cft	11117
3	Cement Concrete plain including placing compacting ,curing finishing complete ratio 1:4:8 (p-15,i5i)	700	x	11288.75	%cft	79021
4	Cement Concrete plain including placing compacting finishinf curring finishing complete ratio 1:2:4 (p-15,i5f)	1400	x	14429.25	% cft	202010
5	formation dressing and preparing sub-grade (a) slope .(-p-21,i-18a).	3500	x	435.75	% sft	15251
6	stone pitching i/c subbase with hammer dressed stone on surface laid in course(p-21,i18)	6125	x	5377.63	%cft	329380
7	Grouting stone filling or pitching with bijri...(p-30,i-17)	6125	x	1252.63	% sft	76724
8	errection and removal of centering for RCC or plain cement work partial wood vertical.(p-17,i-19bi)	1400	x	3127.41	% sft	43784
						757943


EXECUTIVE ENGINEER
RESEARCH DIVISION
KARACHI

Bill of Quantities

2. Preamble

- The Bill of Quantities shall be read in conjunction with the Condition of Contract, Specifications and Drawings.
- 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 Project Manager and valued at the rates and prices entered in the priced as the Bill of quantities, where applicable, and otherwise at such rates and prices as the Project Manager may fix in accordance with provision of the Contract.
- The rates and prices entered in the priced Bill Quantities shall, except insofar as it is otherwise provided under the Contract includes all costs of Contractor's plant, labor, supervision, materials, transportation, execution, insurance, profit, taxes and duties together with all general risks liabilities and obligations set out or implied to the Contract.
- Rate of item showing nil quantity may be quoted by contractor for use.
- 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.
- 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, it cost shall be deemed to be disturbed among the rates and prices entered for the related items of the works.
- General directions and description of work and materials are not necessarily repeated nor summarized in the Bill of Quantities. Reference to the relevant sections of the Bidding Documents shall be made before entering prices against each item in the priced Bill of Quantities.
- **Carriage of Material**

Payment shall be made at the unit price quoted in the Bill unit rate shall included cartage to the specified site . (copy attached).

Phone No. 9210334.

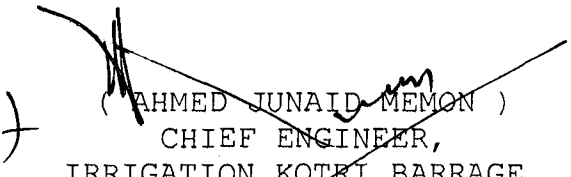
No.S-151/W-4/Commit:H&R/2015/2596
Office of the Chief Engineer,
Irrigation Kotri Barrage,
Hyderabad, dated 13-11-2015.

READ:- Secretary to Government of Sindh Irrigation Department letter No.11/19-SO(PL)/2013-14, dated 8th October, 2013, regarding Authorization to Notify the Procurement Committee.

NOTIFICATION.

The Committee Comprising of the following Members is constituted, as per Rule-07 of SPPRA Rules 2010, for the M & R, A.D.P and Deposit works under Directorate, Hydrology & Research in Sindh, Hyderabad, for the year 2015-16 in Research Division, Karachi of Director Hydrology & Research in Sindh, Hyderabad.

1. Mr. Zulfiqar Ali Nizamani, Chairman.
Director,
Hydrology & Research in Sindh,
Hyderabad.
2. Mr. Muhammad Yusuf, Member.
Executive Engineer,
Provincial Building,
Karachi.
3. Syed Riaz Hussain Shah, Secretary/Member.
Executive Engineer,
Research Division,
Karachi.


(AHMED JUNAID MEMON)
CHIEF ENGINEER,
IRRIGATION KOTRI BARRAGE,
HYDERABAD.

C.c.to:-

1. The Secretary to Government of Sindh, Irrigation Department, Karachi.
2. The Managing Director, SPPRA, Rules, Karachi.
3. The Hydrology & Research in Sindh, Hyderabad, with reference to his letter No.Asstt:/DH&R/871, dated 11-11-2015.
4. The Superintending Engineer, Provincial Building, Karachi.
5. The All Committee Members.



GOVERNMENT OF SINDH
IRRIGATION DEPARTMENT

NOTIFICATION

No.SO(R&S)8-110/2012-13: With the approval of competent authority, a Complaint Redressal Committee is hereby constituted in terms of Rule 31(1) of Sindh Public Procurement Rule 2010 (Amended 2013) regarding ADP schemes 2015-16 of Irrigation Department, Government of Sindh pertaining to Kotri Barrage Region Hyderabad with the following composition:-

1	Director General Monitoring & Evaluation Cell Irrigation Department, Government of Sindh	Chairman
2	Chief Engineer, Gudu Barrage Region Sukkur	Member
3	Superintending Engineer, Begari Sindh Feeder Circle, Sukkur	Member
4	Executive Engineer (Concerned Division) Irrigation Department	Secretary
5	District Accountant Officer Sindh (Concerned Division)	Assistant Secretary

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

SYED ZAHEER HYDER SHAH
SECRETARY TO GOVT. OF SINDH

No.SO(R&S)8-110/2012-13

Karachi, dated the 9th October, 2015.

A copy is forwarded for information & necessary action to:-

1. The Accountant General Sindh, Karachi with the request to nominate your representative for the above Complaint Redressal Committee.
2. The Director General, Monitoring & Evaluation Cell, Irrigation Department, Government of Sindh, Karachi.
3. The M. D. Sindh Public Procurement Regulatory Authority Karachi.
4. The Chief Engineer, (All) Irrigation Development, Govt. of Sindh. Kotri. 13-2015-16 Hyd.
5. The Superintending Engineer, (All) Irrigation Deptt, Govt. of Sindh.
6. The Executive Engineer, (All), Irrigation Department, Govt. of Sindh.
7. P.S. to Secretary Irrigation Department, Govt. of Sindh, Karachi.

SECTION OFFICER (RR&S.)
For Secretary to Government of Sindh

WORK PLAN

OF

EXECUTIVE ENGINEER

RESEARCH DIVISION KARACHI

FOR

THE YEAR 2015-2016

FORMAT OF WORK PLAN FOR THE YEAR 2015-2016

O & M OF BUNDS UNDER SC-21037 - IRRIGATION - 04 - ECONOMIC AFFAIRS - 042 - AGRICULTURE
FLOOD, FORESTRY, FISHERIES - 4220 - IRRIGATION - 042202 - DAMS

COST CENTRE KA-4481

A-13470 – R & C Research Division.

Allocation: 325000/-

Sr.No.	Sub-Head	Amount	Detail Attached
1	Maintenance of Earth Work.		Attached
2	Maintenance of Earth works construction of Groyance.		
3	Repair to Gates and Gearing of Regulators.		
4	Abklani Establishment.		
5	Abklani Material.		
6	Repair to Buildings.		
7	Repair to Vehicles.	325000	
8	No of Vehicles in Division to be Mentioned. T & T Charges.		
TOTAL:-		325000/-	

Executive Engineer
Research Division
Karachi

FORMAT OF WORK PLAN FOR THE YEAR 2015-2016

O & M OF BUNDS UNDER SC-21037 - IRRIGATION - 04 - ECONOMIC AFFAIRS - 042 - AGRICULTURE
FLOOD, FORESTRY, FISHERIES - 4220 - IRRIGATION - 042202 - DAMS

COST CENTRE KA-4481

DDO Code KA-4481

A-13570 – E & D Soil Mechanics & Hydraulic Lab

Allocation: 2023140/-

Sr.No.	Sub-Head	Amount	Detail Attached
1	Maintenance of Earth Work.	600000	
2	Maintenance of Earth works construction of Groyance.	700000	
3	Repair to Gates and Gearing of Regulators.	Nil	
4	Abklani Establishment.	Nil	
5	Abklani Material.	Nil	
6	Repair to Buildings.	600000	Attached
7	Repair to Vehicles.	123140	Attached
8	No of Vehicles in Division to be Mentioned. T & T Charges.		
TOTAL:-		2023140/-	

Executive Engineer
Research Division
Karachi

FORMAT OF WORK PLAN FOR THE YEAR 2015-2016

O & M OF BUNDS UNDER SC-21037 - IRRIGATION - 04 - ECONOMIC AFFAIRS - 042 - AGRICULTURE
FLOOD, FORESTRY, FISHERIES - 4220 - IRRIGATION - 042202 - DAMS

COST CENTRE

KA-4481

DDO Code

KA-4481

A-13570 - Others R & C

Allocation

Rs. 163000/-

Sr.No.	Sub-Head	Amount	Detail Attached
1	Maintenance of Earth Work.		
2	Maintenance of Earth works construction of Groyance.	163000	Attached
3	Repair to Gates and Gearing of Regulators.		
4	Abklani Establishment.		
5	Abklani Material.		
6	Repair to Buildings.		
7	Repair to Vehicles. No of Vehicles in Division to be Mentioned.		
8	T & T Charges.		
	TOTAL:-	163000/-	

Executive Engineer
Research Division
Karachi

FORMAT OF WORK PLAN FOR THE YEAR 2015-2016

O & M OF BUNDS UNDER SC-21037 - IRRIGATION - 04 - ECONOMIC AFFAIRS - 042 - AGRICULTURE
FLOOD, FORESTRY, FISHERIES - 4220 - IRRIGATION - 042202 - DAMS

COST CENTRE

KA-4481

DDO Code

KA-4481

A-13370 - M & R Research Division

Allocation

Rs. 16404000/-

Sr.No.	Sub-Head	Amount	Detail Attached
1	Maintenance of Earth Work.	900000	Attached
2	Maintenance of Earth works construction of Groyance.	10222720	Attached
3	Repair to Gates and Gearing of Regulators.	Nil	
4	Abklani Establishment.	Nil	
5	Abklani Material.	3181280	Attached
6	Repair to Buildings.	2100000	Attached
7	Repair to Vehicles.	Nil	
	No of Vehicles in Division to be Mentioned.	Nil	
8	T & T Charges.	Nil	
TOTAL:-		16404000/-	

Executive Engineer
Research Division
Karachi

FORMAT OF WORK PLAN FOR THE YEAR 2015-2016

O & M OF BUNDS UNDER SC-21037 - IRRIGATION - 04 - ECONOMIC AFFAIRS - 042 - AGRICULTURE
FLOOD, FORESTRY, FISHERIES - 4220 - IRRIGATION - 042202 - DAMS

COST CENTRE KA-4481

DDO Code

KA-4481

A-13370-6 M & R Soil Mechanics Hydraulics Lab:

Allocation

Rs. 3938000/-

Sr.No.	Sub-Head	Amount	Detail Attached
1	Maintenance of Earth Work.	600000	Attached
2	Maintenance of Earth works construction of Groyance.	600000	Attached
3	Repair to Gates and Gearing of Regulators.	Nil	
4	Abklani Establishment.	Nil	
5	Abklani Material.	Nil	
6	Repair to Buildings.	1630500	Attached
7	Repair to Vehicles.	1107500	Attached
	No of Vehicles in Division to be Mentioned.	Nil	
8	T & T Charges.	Nil	
	TOTAL:-	3938000/-	

Executive Engineer
Research Division
Karachi

Fund Head: Provincial
Major Head: M & R
Minor Head:
Department Head: ESTIMATE FOR STRENGTHENING TO THE MODEL SIDE
BERMS OF LOW LEVEL CHANNEL @ FRS HYDERABAD.

Estimate framed in the office of the Executive Engineer Research Division Karachi for the probable expenses that will be incurred on the above department Head .

Amounting Rs: 955716/- ✓

GENERAL DESCRIPTION

This estimate provide funds for the strengthening to the model side berm of low level channel to save damages of berms. hence estimate is prepared on schedule of rates.

**ESTIMATE FOR THE STRENGTHENING TO THE MODEL SIDE SIDE BERMS OF
LOW LEVEL CHANNEL AT FRS HYDERABAD**

"ABSTARCT SHEET"

S.No.	ITEMS	Quantity	Rtae	Unit	Amount
1	Dressing and levelling of earth work to designed section etc complete .(P-3,i-11b).	3500	x	✓ 187.55	%0 cft ✓ 656
2	Excavation in irrigation channels ,draind etc.dressed to designed section grades and profile excavated(P-1,i-5a).	3500 3500	x	✓ 3176.25	%0cft ✓ 11117
3	Cement Concrete plain including placing compacting ,curring finishing complete ratio 1:4:8 (p-15,i5i)	700	x	✓ 11288.75	%cft ✓ 79021-
4	Cement Concrete plain including placing compacting finishinf curring finishing complete ratio 1:2:4 (p-15,i5f)	1400	x	✓ 14429.25	% cft ✓ 202010
5	formation dressing and preparing sub-grade (a) slope .(-p-21,i-18a).	3500	x	✓ 435.75	% sft ✓ 15251
6	stone pitching i/c subbase with hammer dressed stone on surface laid in course(p-21,i18)	6125	x	✓ 5377.63	%sft ✓ 329380
7	Grouting stone filling or pitching with bijri...(p-30,i-17)	6125	x	✓ 1252.63	% sft ✓ 76724
8	errection and removal of centering for RCC or plain cement work partal wood vertical.(p-17,i-19bi)	1400-	x	✓ 3127.41	% sft ✓ 43784
					757943-
					CARTAGE 197773
					TOTAL 955716

**EXECUTIVE ENGINEER
RESEARCH DIVISION
KARACU**

381
**Assistant Engineer
Gauging Sub-Division
@ Kotri**

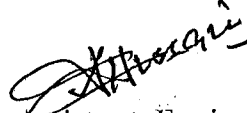
*Sanctioned for Rs 955716/2
Rupees (Nine Lac fifty five thousand seven hundred sixteen) a*

**DIRECTOR
Hydrology Research in Sindh
Hyderabad.**

**ESTIMATE FOR THE STRENGTHENING TO THE MODEL SIDE SIDE BERMS OF
LOW LEVEL CHANNEL AT FRS HYDERABAD**

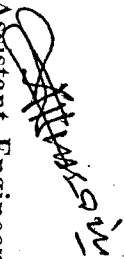
"MEASUREMENT SHEET"

S.No.	ITEMS	No.	L	B	Qty
1	Dressing and levelling of earth work to designed section etc complete (P-3,i-11b). bermes	1 x 700 650	x	5	3500 sft
2	Excavation in irrigation channels ,draind etc.dressed to designed section grades and profile excavated(P-1,i-5a). for berms curb	1x700 x 2	x	2.5	3500 cft
3	Cement Concrete plain including placing compacting finishinf curring finishing complete ratio 1:4:8 (p-15,i5i) fro berms curbs	1x700 x 2	x	0.5	700 cft
4	Cement Concrete plain including placing compacting finishinf curring finishing complete ratio 1:2:4 (p-15,i5f) for berms curb	1x700 x 1	x	2	1400 cft
5	formation dressing and preparing sub-grade (a) slope .(-p-21,i-18a). on berms low level channel	1 x 700	x	5	3500 sft
6	stone pitching i/c subbase with hammer dressed stone on surface laid in course(p-21,i18) on pitching	1x700 x 5	x	1.75	6125 cft
7	Grouting stone filling or pitching with bijri on pitching	1x700 x 5	x	1.75	6125 cft
8	Errection and removal of centering for for curb	1x700 x 1	x	2	1400 sft


 Assistant Engineer
 Gauging Sub-Division
 @ Kotri

**CARTAGE FOR THE STRENGTHENING TO THE MODEL SIDE BERMS OF LOW
LEVEL CHANNEL AT FRS HYDERABAD**

S.NO	ITEM	QUANTITY	CEMENT	SAND	BURI	AGGREGATE	stone
1	CEMENT CONCRETE 1:4:8	700	67	336	0	672	0
2	CEMENT CONCRETE 1:2:4	1400	264	616	0	1232	0
3	stone pitching i/c sub-grade	6125	0	0	1225	1225	7350
4	grouting stone filling with bijri	6125	0	0	0	1838	0
	TOTAL		331	952	1225	4967	7350
	PLACE		L/CEMENT	BOLHARI	BOLHARI	KHANOTE	KHANOTE
	Millage		62	22	22	25	25
	RATE		43.53	1292	1292	1260.36	1260.36
			14408	12299	15827	62603	92636
		197773/-					


 Assistant Engineer
 Gauging Sub-Division
 @ Kotri

GENERAL CONDITIONS OF CONTRACT

1. The Original bid shall be typed or written in indelible ink by the bidder or person duly authorized. The person or persons signing the bid shall initial all pages of the bid. The name and designation of each person signing must be mentioned below the signature.
2. The bidder shall drop by hand / mail in the office of the Executive Engineer Research Karachi ST/2 Block-N-Sakhi Hassan Chowrangi North Nazimabad, Karachi as the date mentioned in Tender Enquiry / advertisement.
3. The bid documents comprises the following (as per rule, 21 of SPP Rules 2010 amended 2013).
 - a) Instruction to Bidder Annex-I
 - b) Form of Bid
 - i) Proposal / Specification Annex-II
 - c) Form of Contract (As per 89 of SPPRA) Annex-III
 - d) General / Special Conditions of Contract Annex-IV
 - e) Bid Evaluation Criteria Annex-V
4. The tenders will be received back upto _____ at 12:30 am and will be opened on the same day at 1:00 PM in the presence of Procurement Committee and the bidders of their authorized representative. In case of holiday the bids shall be opened on next day at same time.
5. Bid Security, Amounting 2% of Bid price should be in shape of Pay order/call Deposit in Executive Engineer Research Karachi issued by any schedule Bank of Pakistan.
6. The bid security will be forfeited to the Government, if the bidder withdraws his bid after opening and before the expiry of the bid validity period or falls to sign the contract in stipulated time if the bid is accepted.
7. Conditional tender and tender without bid security shall not be considered.
8. The work / job time will be 30 days starting from the issuance of work orders / signing the contract.
9. GST / Income Tax Certificate must be accompanied with tender
10. The procuring agency may reject all or any bid at any time prior to the acceptance of a bid or proposals, subject to the relevant provision of SPP Rules, 2010 (amended 2013). The payment will be made within four weeks after receipt of bill / invoice duly fill in all respects.
11. Bids shall remain valid for 90 days after the date of bid opening and same may be extended in terms of Rule 38 (2) (3) (4) of SPPRA Rules.
12. Prices quoted shall remain open upto 30th June 2015.
13. Bids submitted late due to any reason what so ever, shall not be considered and returned unopened to the bidder or his authorized representative.

14. The bids shall be quoted in Pak Rupees.

15. No bidder shall be allowed to alter or modify his bid after the bids have been opened.

However the procuring agency may seek and accept clarification to the bid that do not change substances of the bids.

16. The procuring agency may reject all bids or proposal at any time prior to the acceptance of a bid or proposal. The procuring agency upon request communicate to any supplier or contractor who submitted a bid or proposal, the grounds for its rejection of all bids or proposal, but is not required to justify those grounds.

“Noted”

Signature of Contractor

Stamp

FORM OF CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT (hereinafter called the "Agreement") made on the ____ day of _____ 2015 between _____ (hereinafter called the "Employer") of the one part and _____ (hereinafter called the "Contractor") of the other part.

WHEREAS the Employer is desirous that certain Works, viz _____ should be executed by the Contractor and has accepted a Bid by the Contractor for the execution and completion of such Works and the remedying of any defects therein.

NOW this Agreement witnesseth as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents after incorporating addenda, if any except those parts relating to Instructions to Bidders, shall be deemed to form and be read and construed as part of this Agreement, viz:
 - (a) Work Order(s) / Letter of Intent (Acceptance) where applicable.
 - (b) The completed Form of Bid along with Schedules to Bid;
 - (c) Conditions of Contract & Contract DATA.
 - (d) The priced Schedule of Prices;
 - (e) The Specifications; and
 - (f) The Drawings (If applicable)
3. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy defects therein in conformity and in all respects within the provisions of the Contract.
4. The Employer hereby covenants to pay the Contractor, in consideration of the execution and completion of the Works as per provisions of the Contract, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

Signature of the Contactor

Signature of the Employer

(Seal)

(Seal)

Signed, Sealed and Delivered in the presence of:

Witness:

Witness:

(Name, Title and Address)

(Name, Title and Address)

CONDITIONS OF CONTRACT

1. GENERAL PROVISIONS

1.1 Definitions

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

The Contract

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

Persons

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

Dates, Times and Periods

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

Money and Payments

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

does not include any allowance for profit.

Other Definitions

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

1.2 Interpretation

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

1.3 Priority of Documents

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

1.4 **Law**

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

1.5 **Communications**

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

1.6 **Statutory Obligations**

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

2. **THE PROCURING AGENCY**

2.1 **Provision of Site**

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

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

2.2 **Permits etc.**

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

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

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

2.4 **Approvals**

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

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

3.1 **Authorised Person**

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

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

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

4. **THE CONTRACTOR**

4.1 **General Obligations**

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

4.2 **Contractor's Representative**

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

4.3 **Subcontracting**

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

4.4 **Performance Security**

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

5. **DESIGN BY CONTRACTOR**

5.1 **Contractor's Design**

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

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

5.2 Responsibility for Design

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

6. PROCURING AGENCY'S RISKS

6.1 The Procuring Agency's Risks

The Procuring Agency's Risks are:-

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

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

7. TIME FOR COMPLETION

7.1 Execution of the Works

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

7.2 Programme

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

7.3 Extension of Time

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

7.4 Late Completion

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

8. TAKING-OVER

8.1 Completion

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

8.2 Taking-Over Notice

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

9. REMEDYING DEFECTS

9.1 Remedying Defects

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

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

9.2 Uncovering and Testing

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

10. VARIATIONS AND CLAIMS

10.1 Right to Vary

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

10.2 Valuation of Variations

Variations shall be valued as follows:

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

10.3 Changes in the Quantities.

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

10.4 Early Warning

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

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

10.5 Valuation of Claims

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

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

10.6 Variation and Claim Procedure

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

11. CONTRACT PRICE AND PAYMENT

11.1 (a) Terms of Payments

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

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

(b) Valuation of the Works

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

11.2 Monthly Statements

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

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

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

11.3 Interim Payments

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

11.4 Retention

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

11.5 Final Payment

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

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

11.6 Currency

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

12. DEFAULT

12.1 Defaults by Contractor

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

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

12.2 Defaults by Procuring Agency

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

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

12.3 Insolvency

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

12.4 Payment upon Termination

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

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

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

13. RISKS AND RESPONSIBILITIES

13.1 Contractor's Care of the Works

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

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

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

13.2 Force Majeure

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

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

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

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

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

14. INSURANCE

14.1 Arrangements

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

14.2 Default

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

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

15. RESOLUTION OF DISPUTES

15.1 Engineer's Decision

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

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

15.2 Notice of Dissatisfaction

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

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

15.3 Arbitration

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

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

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

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

CONTRACT DATA

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

Sub-Clauses of Conditions of Contract

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

1.1.4 The Procuring Agency means

1.1.5 The Contractor means

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

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

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

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

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

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

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

3.1 **Authorized person:** _____

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

4.4 **Performance Security:**

Amount _____

Validity _____

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

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

Specification Clause No's _____

7.2 **Programme:**

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

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

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

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

7.5 **Early Completion**

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

9.1 **Period for remedying defects**

10.2 (e) **Variation procedures:**

Day work rates _____
_____ (details)

11.1 **Terms of Payments**

a) **Mobilization Advance**

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

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

OR

2) **Secured Advance on Materials**

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

- (vii) Secured Advance should not be allowed unless & until the previous advance, if any, fully recovered;
- (viii) Detailed account of advances must be kept in part II of running account bill; and
- (ix) Secured Advance may be permitted only against materials/quantities anticipated to be consumed / utilized on the work within a period of 3 months from the date of issue of secured advance and definitely not for full quantities of materials for the entire work/contract

(b) Recovery of Secured Advance:

- (i) Secured Advance paid to the Contractor under the above provisions shall be effected from the monthly payments on actual consumption basis, but not later than period specified in the rules not more than three months (even if unutilized); other conditions.
- (ii) As recoveries are made the outstanding accounts of the items concerned in Part II should be reduced by making deduction entries in the column; "deduct quantity utilized in work measured since previous bill," equivalent to the quantities of materials used by the contractor on items of work shown as executed in part I of the bill.

(c) Interim payments: The Contractor shall submit to the Engineer monthly statements of the estimated value of the work completed less the cumulative amount certified previously.

- (i) The value of work completed comprises the value of the quantities of the items in the Bill of Quantities completed.
- (ii) value of secured advance on the materials and valuation of variations (if any).
- (iii) Engineer may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.
- (v) Retention money and other advances are to be recovered from the bill submitted by contractor.

11.2 *(a) Valuation of the Works:

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

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

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

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

Type of cover

The Works

Amount of cover

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

Type of cover

Contractor's Equipment:

Amount of cover

Full replacement cost

Type of cover

Third Party-injury to persons and damage to property

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

Workers:

Other cover*:

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

14.2 **Amount to be recovered**

Premium plus _____ percent (_____ %).

15.3 **Arbitration****

Place of Arbitration: _____

* *(Procuring Agency to specify as appropriate)*

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