

**JINNAH SINDH MEDICAL UNIVERSITY,**

**KARACHI**

***BIDDING DOCUMENT FOR***

**TENDER FOR ELECTRIFICATION & INTERIOR WORKS AT SINDH INSTITUTE OF ORAL HEALTH SCIENCES, JINNAH SINDH MEDICAL UNIVERSITY, KARACHI**

**Single Stage One Envelope Procedure of Procurement SPPRA Rule 2010 Amended 2013 in the light of Procurement Regulation (Works)**

APRIL, 2016

**Jinnah Sindh Medical University**

Rafiqui H.J. Shaheed Road, Karachi. Postal Code#75510

[www.jsmu.edu.pk](http://www.jsmu.edu.pk) Tel: 35223812-15 (Ext: 350) Fax# 99201372

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**INVITATION FOR BIDS**

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**INVITATION FOR BIDS**

**Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Bid Reference No.: \_\_\_\_\_\_\_\_\_\_\_\_\_\_**

1. Jinnah Sind Medical University, invites sealed bids from interested firms or persons licensed by the Pakistan Engineering Council in the *C5 (minimum)* category for the Works:

**i) “Construction of additional 5th Floor with light weight structure on the existing building of Jinnah Sindh Medical University with the estimated cost of Rs.50.0 Million**, which will be completed in 12 Months.

**ii) “Supply of Equipment and Execution Charges for Establishment the Sub-Station for Load 581 KW, H.T, Bulk Supply.” on the existing building of Jinnah Sindh Medical University with the estimated cost of Rs.50.0 Million**, which will be completed in 12 Months.

2. A complete set of Bidding Documents may be purchased by an interested eligible bidder   
on submission of a written application to the office given below and upon payment of a   
non-refundable fee of Rupees 3000*.* The bids will be opened next day if there will be a holiday or unexpected environment in the city. Bidders may acquire the Bidding Documents from the Office of the Procuring Agency,   
at **OFFICE OF THE PROJECT DEPARTMENT**

**JINNAH SINDH MEDICAL UNIVERSITY KARACHI.**

**3rd Floor, Rafiqui H.J. Shaheed Road, Karachi. Postal Code# 75510**

**Tel: 99204776, 35223811-15 Ext. 349, Fax # 99201372** [**www.jsmu.edu.pk**](http://www.jsmu.edu.pk)

3. All bids must be accompanied by a Bid Security in the amount of Rs.1 Million   
(Rupees One Million) or 2 percentage of bid price in the form of (*pay order / demand draft / bank guarantee*) and must be delivered to **OFFICE OF THE PROJECT DEPARTMENT**

**JINNAH SINDH MEDICAL UNIVERSITY KARACHI.**

**3rd Floor, Rafiqui H.J. Shaheed Road, Karachi,** at or before **05-08-2014** at **11:00 AM**. Bids will be opened at **11:30 AM** on the same day in the presence of bidders‘ representatives who choose to attend, at the same address.

**INSTRUCTIONS**

**TO BIDDERS**

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**BIDDING DATA**

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**F. AWARD OF CONTRACT**

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**INSTRUCTIONS TO BIDDERS**

**A. GENERAL**

**Scope of Bid & Source of Funds**

**Scope of Bid**

The Jinnah Sindh Medical University Wishes To Receive Bids For ELECTRIFICATION & INTERIOR WORKS AT SINDH INSTITUTE OF ORAL HEALTH SCIENCES, JINNAH SINDH MEDICAL UNIVERSITY, KARACHI**.**

Bidders must quote for the complete scope of construction work. Any Bid covering partial scope of   
work will be rejected as non-responsive..

**Source of Funds**

The Jinnah Sindh Medical University has arranged funds from Govt. of Sindh / own recourses*,* towards the cost of the project/scheme.

**Responsiveness Criteria**

1. Satisfactory completion of similar assignments with cost (at least three) under-taken projects over the past Five years.
2. Details of machinery, equipments and transport owned / leased / hired by firm / contractor;
3. Financial / Bank statement showing the financial soundness of bidder, Income Tax return of last Three years, Audit report of Three years, Affidavit that shows that the firm has never been blacklisted.
4. List of litigation (if any) and nature of litigation.
5. Latest registration certificate of PEC in category required as per cost of the works.
6. Bio data of Engineering and Technical staff of the firm (organization chart for the supervisory staff and labor).
7. Registration with Income Tax Department (NTN Certificate) and copy of CNIC.

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**Cost of Bidding**

The bidder shall bear all costs associated with the preparation and submission of its bid  
and the Procuring Agency will in no case be responsible or liable for those costs,   
regardless of the conduct or outcome of the bidding process (SPP Rules 24 & 25).

**B. BIDDING DOCUMENTS**

**Contents of Bidding Documents**

In addition to Invitation for Bids, the Bidding Documents are those stated below, and   
should be read in conjunction with any Addendum issued in accordance with Sub-Clause   
IB.6.1.

1. Instructions to Bidders & Bidding Data  
2. Form of Bid, Qualification Information & Schedules to Bid

Schedules to Bid comprise the following:  
(i) Schedule A: Schedule of Prices/ Bill of Quantities (BoQ).  
(ii) Schedule B: Specific Works Data  
(iii) Schedule C: Works to be Performed by Subcontractors  
(iv) Schedule D: Proposed Programme of Works  
(v) Schedule E: Method of Performing Works  
(vi) Schedule F: Integrity Pact (works costing Rs 10 million and above)

3. Conditions of Contract & Contract Data

4. Standard Forms:

(i) Form of Bid Security,  
(ii) Form of Performance Security;  
(iii)Form of Contract Agreement;  
(iv) Form of Bank Guarantee for Advance Payment.

5. Specifications

6. Drawings, if any

**Clarification of Bidding Documents**

A prospective bidder requiring any clarification(s) in respect of the Bidding Documents may

notify the Engineer/Procuring Agency at the Engineer‘s/ Procuring Agency‘s address   
indicated in the Bidding Data.

An interested bidder, who has obtained bidding documents, may request for clarification

All documents relating to t

**IB.6**

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**IB.7**

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**IB.8**

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of contents of bidding documents in writing and procuring agency shall respond to such   
quarries in writing within three calendar days, provided they are received at least five   
calendar days prior to the date of opening of bid (SPP Rule 23-1).

**Amendment of Bidding Documents (SPP Rules 22(2) & 22).**

At any time prior to the deadline for submission of Bids, the Procuring Agency may, for   
any reason, whether at his own initiative or in response to a clarification requested by a   
interested bidder, modify the Bidding Documents by issuing addendum.

Any addendum thus issued shall be part of the Bidding Documents pursuant to Sub-  
Clause 6.1 hereof, and shall be communicated in writing to all purchasers of the Bidding   
Documents. Prospective bidders shall acknowledge receipt of each addendum in writing   
to the Procuring Agency.

To afford interested bidders reasonable time in which to take an addendum into account   
in preparing their Bids, the Procuring Agency may at its discretion extend the deadline for   
submission of Bids.

**C. PREPARATION OF BIDS**

**Language of Bid**

he Bid shall be in the language specified in the Contract Data.

**Documents Comprising the Bid**

The Bid submitted by the bidder shall comprise the following:

(a) Offer /Covering Letter  
(b) Form of Bid duly filled, signed and sealed, in accordance with IB.14.3.  
(c) Schedules (A to F) to Bid duly filled and initialed, in accordance with the

instructions contained therein & in accordance with IB.14.3.

(d) Bid Security furnished in accordance with IB.13.  
(e) Power of Attorney in accordance with IB 14.5.  
(f) Documentary evidence in accordance with IB.2(c) & IB.11

(g) Documentary evidence in accordance with IB.12.

**Sufficiency of Bid**

Each bidder shall satisfy himself before Bidding as to the correctness and sufficiency of   
his Bid and of the premium on the rates of CSR / rates and prices quoted/entered in the   
Schedule of Prices, which rates and prices shall except in so far as it is otherwise   
expressly provided in the Contract, cover all his obligations under the Contract and all  
matters and things necessary for the proper completion of the works.

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**IB.10**

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**IB.11**

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**IB.12**

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The bidder is advised to obtain for himself at his own cost and responsibility all  
information that may be necessary for preparing the bid and entering into a Contract for   
execution of the Works.

**Bid Prices, Currency of Bid and Payment**

The bidder shall fill up the Schedule of Prices (Schedule A to Bid) indicating the  
percentage above or below the Composite Schedule of Rates/unit rates and prices of the   
Works to be performed under the Contract. Prices in the Schedule of Prices/Bill of   
Quantities shall be quoted entirely in Pak Rupees keeping in view the instructions   
contained in the Preamble to Schedule of Prices.

Unless otherwise stipulated in the Conditions of Contract, prices quoted by the bidder  
shall remain fixed during the bidder‘s performance of the Contract and not subject to   
variation on any account.

The unit rates and prices in the Schedule of Prices or percentage above or below on the   
composite schedule of rates shall be quoted by the bidder in the currency as stipulated in   
Bidding Data.

Items for which no rate or price is entered by the Bidder will not be paid for by the   
Procuring Agency when executed and shall be deemed covered by the other rates and   
prices in the Bill of Quantities.

**Documents Establishing Bidder**’s Eligibility and Qualifications

Pursuant to Clause IB.8, the bidder shall furnish, as part of its bid, documents establishing   
the bidder‘s eligibility to bid and its qualifications to perform the Contract if its bid is   
accepted.

Bidder must possess and provide evidence of its capability and the experience as   
stipulated in Bidding Data and the Qualification Criteria mentioned in the Bidding  
Documents.

**Documents Establishing Works**’ **Conformity to Bidding Documents**

The documentary evidence of the Works‘ conformity to the Bidding Documents may be   
in the form of literature, drawings and data and the bidder shall furnish documentation as   
set out in Bidding Data.

The bidder shall note that standards for workmanship, material and equipment, and   
references to brand names or catalogue numbers, if any*,* designated by the Procuring   
Agency in the Technical Provisions are intended to be descriptive only and not restrictive.

**IB.13 Bid Security**

13.1 Each bidder shall furnish, as part of his bid, at the option of the bidder, a Bid Security as   
 percentage of bid price/estimated cost or in the amount stipulated in Bidding Data in Pak.   
 Rupees in the form of *Deposit at Call/* Payee’s Order *or a Bank Guarantee* issued by a   
 Schedu led Bank in Pakistan in favour of the Procuring Agency valid for a period up to   
 twenty eight (28) days beyond the bid validity date .

13.2 Any bid not accompanied by an acceptable Bid Security shall be rejected by the Procuring   
 Agency as non-responsive.

13.3 The bid securities of unsuccessful bidders will be returned upon award of contract to the   
 successful bidder or on the expiry of validity of Bid Security whichever is earlier.

13.4 The Bid Security of the successful bidder will be returned when the bidder has furnished   
 the required Performance Security, and signed the Contract Agreement (SPP Rule 37).

13.5 The Bid Security may be forfeited:

(a) if a bidder withdraws his bid during the period of bid validity; or  
(b) if a bidder does not accept the correction of his Bid Price, pursuant to Sub-Clause

16.4 (b) hereof; or

(c) in the case of a successful bidder, if he fails within the specified time limit to:

(i) furnish the required Performance Security or  
(ii) sign the Contract Agreement.

**IB.14 Validity of Bids, Format, Signing and Submission of Bid**

14.1 Bids shall remain valid for the period stipulated in the Bidding Data after the date of bid  
 opening.

14.2 In exceptional circumstances, Procuring Agency may request the bidders to extend the   
period of validity for a additional period but not exceeding to the initial bid validity period.

The request and the bidders‘ responses shall be made in writing or by cable. A Bidder may   
refuse the request without forfeiting the Bid Security. A Bidder agreeing to the request   
will not be required or permitted to otherwise modify the Bid, but will be required to   
extend the validity of Bid Security for the period of the extension, and in compliance with   
IB.13 in all respects (SPP Rule 38).

14.3 All Schedules to Bid are to be properly completed and signed.

14.4 No alteration is to be made in the Form of Bid except in filling up the blanks as directed.   
 If any alteration be made or if these instructions be not fully complied with, the bid may   
 be rejected.

14.5 Each bidder shall prepare Original and number of copies specified in the Bidding Data of   
 the documents comprising the bid as described in IB.8 and clearly mark them   
 ―ORIGINAL‖ and ―COPY‖ as appropriate. In the event of discrepancy between them, the   
 original shall prevail.

14.6 The original and all copies of the bid shall be typed or written in indelible ink and shall be   
signed by a person or persons duly authorized to sign (in the case of copies, Photostats are   
also acceptable). This shall be indicated by submitting a written Power of Attorney   
authorising the signatory of the bidder to act for and on behalf of the bidder. All pages of   
the bid shall be initialed and official seal be affixed by the person or persons signing the   
bid.

14.7 The Bid shall be delivered in person or sent by registered mail at the address to Procuring   
 Agency as given in Bidding Data.

**D. SUBMISSION OF BID**

**IB.15 Deadline for Submission, Modification & Withdrawal of Bids**

15.1 Bids must be received by the Procuring Agency at the address/provided in Bidding Data   
 not later than the time and date stipulated therein.

15.2 The inner and outer envelopes shall

(a) be addressed to the Procuring Agency at the address provided in the Bidding Data;  
(b) bear the name and identification number of the Contract as defined in the Bidding

and Contract Data; and

(c) provide a warning not to open before the specified time and date for Bid opening

as defined in the Bidding Data.

(d) in addition to the identification required in 15.2, the inner envelopes shall indicate

the name and address of the Bidder to enable the Bid to be returned unopened in   
case it is declared late.

(e) If the outer envelope is not sealed and marked as above, the Procuring Agency will

assume no responsibility for the misplacement or premature opening of the Bid.

15.3 Bids submitted through telegraph, telex, fax or e-mail shall not be considered.

15.4 Any bid received by the Procuring Agency after the deadline for submission prescribed in   
 Bidding Data will be returned unopened to such bidder.

15.5 Any bidder may modify or withdraw his bid after bid submission provided that the

modification or written notice of withdrawal is received by the Procuring Agency prior to   
the deadline for submission of bids.

15.6 Withdrawal of a bid during the interval between the deadline for submission of bids and   
 the expiration of the period of bid validity specified in the Form of Bid may result in   
 forfeiture of the Bid Security pursuant to IB.13.5 (a).

**E. BID OPENING AND EVALUATION**

**IB.16 Bid Opening, Clarification and Evaluation (SPP Rules 41, 42 & 43)**

16.1 The Procuring Agency will open the bids, in the presence of bidders‘ representatives who   
 choose to attend, at the time, date and in the place specified in the Bidding Data.

16.2 The bidder‘s name, Bid Prices, any discount, the presence or absence of Bid Security, and   
such other details as the Procuring Agency at its discretion may consider appropriate, will  
be announced by the Procuring Agency at the bid opening. The Procuring Agency will  
record the minutes of the bid opening. Representatives of the bidders who choose to   
attend shall sign the attendance sheet.

Any Bid Price or discount which is not read out and recorded at bid opening will not be   
 taken into account in the evaluation of bid.

16.3 To assist in the examination, evaluation and comparison of Bids the Engineer/Procuring   
Agency may, at its discretion, ask the bidder for a clarification of its Bid. The request for   
clarification and the response shall be in writing and no change in the price or substance   
of the Bid shall be sought, offered or permitted (SPP Rule 43).

16.4 (a) Prior to the detailed evaluation, pursuant to IB.16.7 to 16.9, the

Engineer/Procuring Agency will determine the substantial responsiveness of each   
bid to the Bidding Documents. For purpose of these instructions, a substantially   
responsive bid is one which conforms to all the terms and conditions of the   
Bidding Documents without material deviations. It will include determining the   
requirements listed in Bidding Data.

(b) Arithmetical errors will be rectified on the following basis:

If there is a discrepancy between the unit price and total price that is obtained by   
multiplying the unit price and quantity, the unit price shall prevail and the total   
price shall be corrected. If there is a discrepancy between the words and figures   
the amount in words shall prevail. If there is a discrepancy between the Total Bid  
price entered in Form of Bid and the total shown in Schedule of Prices-Summary,   
the amount stated in the Form of Bid will be corrected by the Procuring Agency in   
accordance with the Corrected Schedule of Prices.

If the bidder does not accept the corrected amount of Bid, his Bid will be rejected   
and his Bid Security forfeited.

16.5 A Bid determined as substantially non-responsive will be rejected and will not   
 subsequently be made responsive by the bidder by correction of the non-conformity.

16.6 Any minor informality or non-conformity or irregularity in a Bid which does not   
 constitute a material deviation **(major deviation)** may be waived by Procuring Agency,

provided such waiver does not prejudice or affect the relative ranking of any other   
bidders.

**(A). Major (material) Deviations include:-**

(i) has been not properly signed;   
(ii) is not accompanied by the bid security of required amount and manner;   
(iii) stipulating price adjustment when fixed price bids were called for;  
(iv) failing to respond to specifications;  
(v) failing to comply with Mile-stones/Critical dates provided in Bidding Documents;  
(vi) sub-contracting contrary to the Conditions of Contract specified in Bidding

Documents;

(vii) refusing to bear important responsibilities and liabilities allocated in the Bidding

Documents, such as performance guarantees and insurance coverage;

(viii) taking exception to critical provisions such as applicable law, taxes and duties and

dispute resolution procedures;

(ix) a material deviation or reservation is one :

(a) which affect in any substantial way the scope, quality or performance of the

works;

(b) adoption/rectification whereof would affect unfairly the competitive position

of other bidders presenting substantially responsive bids.

**(B) Minor Deviations**

Bids that offer deviations acceptable to the Procuring Agency and which

can be assigned a monetary value may be considered substantially responsive at least   
as to the issue of fairness. This value would however be added as an adjustment for   
evaluation purposes only during the detailed evaluation process.

16.7 The Engineer/Procuring Agency will evaluate and compare only the bids previously

determined to be substantially responsive pursuant to IB.16.4 to 16.6 as per requirements   
given hereunder. Bids will be evaluated for complete scope of works. The prices will be   
compared on the basis of the Evaluated Bid Price pursuant to IB.16.8 herein below.

**Technical Evaluation:** It will be examined in detail whether the works offered by   
the bidder complies with the Technical Provisions of the Bidding Documents. For   
this purpose, the bidder‘s data submitted with the bid in Schedule B to Bid will be   
compared with technical features/criteria of the works detailed in the Technical   
Provisions. Other technical information submitted with the bid regarding the   
Scope of Work will also be reviewed.

16.8 Evaluated Bid Price

In evaluating the bids, the Engineer/Procuring Agency will determine for each bid in   
addition to the Bid Price, the following factors (adjustments) in the manner and to the   
extent indicated below to determine the Evaluated Bid Price:

(i) making any correction for arithmetic errors pursuant to IB.16.4 hereof.

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(ii) discount, if any, offered by the bidders as also read out and recorded at the time of

bid opening.

(iii) excluding **provisional sums** and the provisions for **contingencies** in the Bill of

Quantities **if any**, but including **Day work,** where priced competitively.

**IB.17 Process to be Confidential**

17.1 Subject to IB.16.3 heretofore, no bidder shall contact Engineer/Procuring Agency on any

matter relating to its Bid from the time of the Bid opening to the time the bid evaluation   
result is announced by the Procuring Agency. The evaluation result shall be announced at   
least seven (07) days prior to award of Contract (SPP Rule 45). The announcement to all  
bidders will include table(s) comprising read out prices, discounted prices, price  
adjustments made, final evaluated prices and recommendations against all the bids   
evaluated.

17.2 Any effort by a bidder to influence Engineer/Procuring Agency in the Bid evaluation, Bid

comparison or Contract Award decisions may result in the rejection of his Bid. Whereas   
any bidder feeling aggrieved, may lodge a written complaint to Complaint Redressal   
Committee as per terms and conditions mentioned in SPP Rules 31 & 32. However, mere   
fact of lodging a complaint shall not warrant suspension of procurement process.

17.3 Bidders may be excluded if involved in “Corrupt and **Fraudulent Practices**” means

either one or any combination of the practices given below SPP Rule2(q);  
(i) ―**Coercive Practice**‖ means any impairing or harming, or threatening to impair or harm,

directly or indirectly, any party or the property of the party to influence the actions of a party to   
achieve a wrongful gain or to cause a wrongful loss to another party;

(ii) ―**Collusive Practice**‖ means any arrangement between two or more parties to the   
procurement process or contract execution, designed to achieve with or without the knowledge of   
the procuring agency to establish prices at artificial, noncompetitive levels for any wrongful gain;

(iii) “Corrupt  **P**ractice” means the offering, giving, receiving or soliciting, directly or

indirectly, of anything of value to influence the acts of another party for wrongful gain;

(iv) ―**Fraudulent P**ractice” means any act or omission, including a misrepresentation, that

knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other   
benefit or to avoid an obligation;

(v) “Obstructive **P**ractice” means harming or threatening to harm, directly or indirectly,

persons or their property to influence their participation in a procurement process, or affect the   
execution of a contract or deliberately destroying, falsifying, altering or concealing of  
evidence material to the investigation or making false statements before investigators in order to   
materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive   
practice; or threatening, harassing or intimidating any party to prevent it from disclosing its   
knowledge of matters relevant to the investigation or from pursuing the investigation, or acts   
intended to materially impede the exercise of inspection and audit rights provided for under the   
Rules.

**F. AWARD OF CONTRACT**

**IB.18 Post Qualification**

18.1 The Procuring Agency, at any stage of the bid evaluation, having credible reasons for or   
*prima facie* evidence of any defect in contractor‘s capacities, may require the contractors   
to provide information concerning their professional, technical, financial, legal or   
managerial competence whether already pre-qualified or not:

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

18.2 The determination will take into account the bidder‘s financial and technical capabilities.   
It will be based upon an examination of the documentary evidence of the bidders‘  
qualifications submitted under B.11, as well as such other information required in the   
Bidding Documents.

**IB.19 Award Criteria & Procuring Agency**’s Right

19.1 Subject to IB.19.2, the Procuring Agency will award the Contract to the bidder whose bid  
 has been determined to be substantially responsive to the Bidding Documents and who   
 has offered the lowest evaluated Bid Price, provided that such bidder has been determined   
 to be qualified to satisfactory perform the Contract in accordance with the provisions of  
 the IB.18.

19.2 Not withstanding IB.19.1, the Procuring Agency reserves the right to accept or reject any   
 bid, and to annul the bidding process and reject all bids, at any time prior to award of   
 Contract, without thereby incurring any liability to the affected bidders or any obligation   
 to inform the affected bidders of the grounds for the Procuring Agency‘s action except   
 that the grounds for its rejection of all bids shall upon request be communicated, to any   
 bidder who submitted a bid, without justification of the grounds. Notice of the rejection   
 of all the bids shall be given promptly to all the bidders (SPP Rule 25).

**IB.20 Notification of Award & Signing of Contract Agreement**

20.1 Prior to expiration of the period of bid validity prescribed by the Procuring Agency, the   
Procuring Agency will notify the successful bidder in writing (―Letter of Acceptance‖)   
that his bid has been accepted (SPP Rule 49).

20.2 Within seven (07) days from the date of furnishing of acceptable Performance Security   
 under the Conditions of Contract, the Procuring Agency will send the successful bidder  
 the Form of Contract Agreement provided in the Bidding Documents, incorporating all  
 agreements between the parties.

20.3 The formal Agreement between the Procuring Agency and the successful bidder duly   
 stamped at rate of 0.3% of bid price(updated from time to time) stated in Letter of   
 Acceptance shall be executed within seven (07) days of the receipt of Form of Contract   
 Agreement by the successful bidder from the Procuring Agency.

**IB.21 Performance Security**

21.1 The successful bidder shall furnish to the Procuring Agency a Performance Security in the

form and the amount stipulated in the Conditions of Contract within a period of fourteen  
(14) days after the receipt of Letter of Acceptance (SPP 39).

21.2 Failure of the successful bidder to comply with the requirements of Sub-Clauses IB.20.2

& 20.3 or 21.1 or Clause IB.22 shall constitute sufficient grounds for the annulment of   
the award and forfeiture of the Bid Security.

21.3 Publication of Award of Contract: within seven days of the award of contract, the procuring   
 shall publish on the website of the authority and on its own website, if such a website exists, the  
 results of the bidding process, identifying the bid through procurement identifying Number if any   
 and the following information:  
 (1) Evaluation Report;  
 (2) Form of Contract and letter of Award;  
 (3) Bill of Quantities or Schedule of Requirements. (SPP Rule 50)

**IB.22 Integrity Pact** The Bidder shall sign and stamp the Form of Integrity Pact provided at   
 Schedule-F to Bid in the Bidding Document for all Sindh Government procurement contracts   
 exceeding Rupees ten (10) million. Failure to provide such Integrity Pact shall make the bid non-  
 responsive (SPP Rule 89).

**BIDDING DATA**

(This section should be filled in by the Engineer/Procuring Agency before issuance of the   
Bidding Documents. The following specific data for the works to be tendered shall complement,   
amend, or supplement the provisions in the Instructions to Bidders. Wherever there is a conflict,   
the provisions herein shall prevail over those in the Instructions to Bidders.)

**Instructions to Bidders**   
**Clause Reference**

1.1 **Name of Procuring Agency**

Jinnah Sindh Medical University

**Brief Description of Works**

**“**ELECTRIFICATION & INTERIOR WORKS AT SINDH INSTITUTE OF ORAL HEALTH SCIENCES, JINNAH SINDH MEDICAL UNIVERSITY, KARACHI**”**

5.1 (a) Procuring Agency‘s address:

Jinnah Sindh Medical University Karachi,

Rafiqui H.J. Shaheed Road, Karachi

(b) Engineer‘s address:

Planning & Development Department, Jinnah Sindh Medical University, Karachi.

10.3 Bid shall be quoted entirely in Pak. Rupees. The payment shall be made in Pak. Rupees.

11.2 The bidder has the financial, technical and constructional capability necessary to perform

the Contract as follows:

i. Financial capacity: (*must have an annual turnover of Rs 20.00 Million);*  
*ii.* Technical capacity*:( Category of Registration with minimum C5 Category PEC and*

*qualification and experience of the staff);*

iii. Construction Capacity: The contractor shall, if required by the engineer, deliver to the engineer a return in detail, in such form and at such intervals as the engineer may prescribe, showing the staff and the numbers of the several classes of labor from time to time employed by the contractor on the site and such information respecting contractor’s equipment as the engineer may require.

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(a) A detailed description of the Works, essential technical and performance

characteristics.

(b) Complete set of technical information, description data, literature and drawings as

required in accordance with Schedule B to Bid, Specific Works Data. This will  
include but not be limited to a sufficient number of drawings, photographs,   
catalogues, illustrations and such other information as is necessary to illustrate   
clearly the significant characteristics such as general construction dimensions and   
other relevant information about the works to be performed.

**Amount of Bid Security**

2%

**Period of Bid Validity**

90 days

**Number of Copies of the Bid to be submitted:**

One original.

**(a) Procuring Agency's Address for the Purpose of Bid Submission**

Planning & Development Department,

Jinnah Sindh Medical University,

3rd Floor, Rafiqui H. J. Shaheed Road, Karachi, Postal Code#75510

Tel: 35223812-15 Ext. 350, Fax # 99201372 [www.jsmu.edu.pk](http://www.jsmu.edu.pk)

**Deadline for Submission of Bids**

**Time: 11:00 AM From 05-04-2016 Till 19-04-2016**

**The Tenders will be received back up to 20-04-2016 at 11:00 AM**

**Venue, Time, and Date of Bid Opening**

**Venue:** Planning & Development Department,

Jinnah Sindh Medical University,

3rd Floor, Rafiqui H. J. Shaheed Road, Karachi  
**Time: 11:30 AM Date: 20-04-2016 at 11:30 AM**

**Responsiveness of Bids**

(i) Bid is valid till required period,

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\*(ii) Bid prices are firm during currency of contract/Price adjustment;

(iii) Completion period offered is within specified limits,

(iv) Bidder is eligible to Bid and possesses the requisite experience, capability and

qualification.

(v) Bid does not deviate from basic technical requirements and

(vi) Bids are generally in order, etc.

**Fixed Price contract:**

In these contracts no escalation will be provided

during currency of the contract and normally period of completion of these   
 works is upto 12 months.

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**FORM OF BID AND SCHEDULES TO BID**

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Bid R

\_\_\_\_\_\_\_\_\_\_

Gentlemen,

To:

**FORM OF BID**

(LETTER OF OFFER)

eference No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*(Name of Works)*

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. Having examined the Bidding Documents including Instructions to Bidders,

Bidding Data, Conditions of Contract, Contract Data, Specifications,   
Drawings, if any, Schedule of Prices and Addenda Nos.   
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ for the execution of the above-named works,   
we, the undersigned, being a company doing business under the name of and   
address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_   
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and being   
duly incorporated under the laws of Pakistan hereby offer to execute and   
complete such works and remedy any defects therein in conformity with the   
said Documents including Addenda thereto for the Total Bid Price of   
Rs\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(Rupees\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_) or such other   
sum as may be ascertained in accordance with the said Documents.

2. We understand that all the Schedules attached hereto form part of this Bid.

3. As security for due performance of the undertakings and obligations of this

Bid, we submit herewith a Bid Security in the amount of \_\_\_\_\_\_\_\_\_\_\_\_   
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ drawn in your favour or made payable to you   
and valid for a period of twenty eight (28) days beyond the period of validity   
of Bid.

4. We undertake, if our Bid is accepted, to commence the Works and to deliver

and complete the Works comprised in the Contract within the time(s) stated in   
Contract Data.

5. We agree to abide by this Bid for the period of \_\_\_\_\_\_ days from the date

fixed for receiving the same and it shall remain binding upon us and may be   
accepted at any time before the expiration of that period.

6. Unless and until a formal Agreement is prepared and executed, this Bid,

together with your written acceptance thereof, shall constitute a binding   
contract between us.

7. We undertake, if our Bid is accepted, to execute the Performance Security

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referred to in Conditions of Contract for the due performance of the Contract.

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

receive.

9. We do hereby declare that the Bid is made without any collusion, comparison

of figures or arrangement with any other person or persons making a bid for   
the Works.

Dated this \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_day of \_\_\_\_\_\_\_\_\_\_\_\_\_, 20

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

in the capacity of \_\_\_\_\_\_\_\_\_\_\_\_\_duly authorized to sign bid for and on behalf of   
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
*(Name of Bidder in Block Capitals)*

*(Seal)*

Address   
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Witness:

(Signature)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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

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**[SCHEDULES TO BID INCLUDE THE FOLLOWING:**

 Schedule A to Bid: Schedule of Prices

 Schedule B to Bid: Specific Works Data

 Schedule C to Bid: Works to be Performed by Subcontractors

 Schedule D to Bid: Proposed Program of Works

 Schedule E to Bid: Method of Performing Works

 Schedule F to Bid: Integrity Pact]

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**SCHEDULE** – **A TO BID**

**SCHEDULE OF PRICES**

**Sr. No. Page No.**

1. Preamble to Schedule of Prices………….. 24

2. Schedule of Prices………………………. 26

\*(a) Summary of Bid Prices

\* (b) Detailed Schedule of Prices /Bill of Quantities (BOQ)

\* *[To be prepared by the Engineer/Procuring Agency]*

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **BILL OF QUANTITIES - Electrical Works** | | | | | | |
| **Supply of Equipment and Execution for Establishment the Sub-Station for Load 581 KW, H.T, Bulk Supply** | | | | | | |
| **Sindh Medical College** | | | | | | |
| **Sr.** | **Description of Works** | **Units** | **Qty** | **Rate / Unit** | | **Grand Total  Amount** | |
| **Amount**  **in  Words** | **Amount**  **in Figures** |
| 1. | Supply and execution works | 11KV, VCB 400 AMP with Protection &W/O. Metering Schneider with GST | 1 No. |  |  |  | |
| 2. | Supply and execution works | Transformer 750 KVA, (Transfopower) w/o GST | 1 No. |  |  |  | |
| 3. | Supply and execution works | Lt UG Armored Cable 240mm2 (Pakistan Cables) | 175 Mtrs. |  |  |  | |
| 4. | Supply and execution works | HT Cable 300 mm2 | 70 Mtrs. |  |  |  | |
| 5. | Supply and execution works | Indoor/Out-door HT. Cable Termination 300mm2 | 04 No. |  |  |  | |
| 6. | Supply and execution works | Indoor/Outdoor LT. Cable Termination 240mm2 | 06 No. |  |  |  | |
| 7. | Supply and execution works | Supply Single core Cable 300mm2 (Pakistan Cables) | 100 Mtrs. |  |  |  | |
| 8. | Supply and execution works | Supply Single core Cable 70mm2 (Pakistan Cable) | 30 Mtrs. |  |  |  | |
| 9. | Supply and execution works | Earthing unit complete for Sub Station | 01 No. |  |  |  | |
| 10. | Supply and execution works | Copper Lugs 300mm2 | 22 No. |  |  |  | |
| 11. | Supply and execution works | Copper Lugs 70 mm2 | 18 No. |  |  |  | |
| 12. | Supply and execution works | LT Breaker 1250 AMPS, with Penal | 02 No. |  |  |  | |
| 13. | Supply and execution works | LT Breaker 400 AMPS | 03 No. |  |  |  | |
| 14. | Supply and execution works | LT Cable support & Wooden Cleat | 04 No. |  |  |  | |
| 15. | Supply and execution works | Empire Tape | 06 No. |  |  |  | |
| 16. | Supply and execution works | PVC Tape | 24 No. |  |  |  | |
| 17. | Supply and execution works | Cable tie 12” | 02 Packets |  |  |  | |
| 18. | Supply and execution works | Nut & Bolt 2-1/2x1/2” | 24 No. |  |  |  | |
| 19. | Supply and execution works | Nut & Bolt 1-1/2x1/2” | 24 No. |  |  |  | |
| 20. | Supply and execution works | Cable warning Tiles, HT Cable Marking paper | Job |  |  |  | |
| 21. | Supply and execution works | Execution Charges | Job |  |  |  | |
| 22. | Supply and execution works | Anker bolt 3x3 | 24 No. |  |  |  | |
| 23. | Supply and execution works | Power Factor Improvement Plant, 325 KVR | 01 No. |  |  |  | |

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**eral**

**Descrip**

**ts & Abb**

**Rates and Prices**

**1. Gen**

1.1

1.2

**2.**

2.1

**3. Uni**

3.1

**4.**

4.1

4.2

4.3

4.4

**SCHEDULE - A TO BID**

**PREAMBLE TO SCHEDULE OF PRICES**

The Schedule of Prices shall be read in conjunction with the   
Conditions of Contract, Contract Data together with the Specifications   
and Drawings, if any.

The Contract shall be for the whole of the works as described in these   
Bidding Documents. Bids must be for the complete scope of works.

**tion**

The general directions and descriptions of works and materials are not   
necessarily repeated nor summarized in the Schedule of Prices.   
References to the relevant sections of the Bidding Documents shall be   
made before entering prices against each item in the Schedule of   
Prices.

**reviations**

Units of measurement, symbols and abbreviations expressed in the   
Bidding Documents shall comply with the Systeme Internationale FPS System.

*(Note: The abbreviations to be used in the Schedule of Prices to be*   
*defined by the Procuring Agency).*

Except as otherwise expressly provided under the Conditions of   
Contract, the rates and amounts entered in the Schedule of Prices shall   
be the rates at which the Contractor shall be paid and shall be the full   
inclusive value of the works set forth or implied in the Contract; except   
for the amounts reimbursable, if any to the Contractor under the   
Contract.

Unless otherwise stipulated in the Contract Data, the premium, rates   
and prices entered by the bidder shall not be subject to adjustment   
during the performance of the Contract.

All duties, taxes and other levies payable by the Contractor shall be   
included in the rates and prices.

The whole cost of complying with the provisions of the Contract shall   
be included in the items provided in the Schedule of Prices, and where

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**5.**

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**6.**

6.1

6.2

**SCHEDULE - A TO BID**

no items are provided, the cost shall be deemed to be distributed   
among the rates and prices entered for the related items of the Works   
and no separate payment will be made for those items.

The rates, prices and amounts shall be entered against each item in the   
Schedule of Prices. Any item against which no rate or price is entered   
by the bidder will not be paid for by the Procuring Agency when   
executed and shall be deemed covered by the rates and prices for other   
items in the Schedule of Prices.

(a) The bidder shall be deemed to have obtained all information as

to and all requirements related thereto which may affect the bid   
price.

(b) The Contractor shall be responsible to make complete

arrangements for the transportation of the Plant to the Site.

The Contractor shall provide for all parts of the Works to be completed   
in every respect. Notwithstanding that any details, accessories, etc.   
required for the complete installation and satisfactory operation of the   
Works, are not specifically mentioned in the Specifications, such   
details shall be considered as included in the Contract Price.

**Bid Prices**

Break-up of Bid Prices  
The various elements of Bid Prices shall be quoted as detailed by the   
Procuring Agency in the format of Schedule of Prices.  
The bidder shall recognize such elements of the costs which he expects   
to incur the performance of the Works and shall include all such costs  
in the rates and amounts entered in the Schedule of Prices.

Total Bid Price  
The total of bid prices in the Schedule of Prices shall be entered in the   
Summary of Bid Prices.

**Provisional Sums and Day work**

Provisional Sums included and so designated in the Schedule of Prices   
if any, shall be expended in whole or in part at the direction and   
discretion of the Engineer/Procuring Agency. The Contractor will only   
receive payment in respect of Provisional Sums, if he has been   
instructed by the Engineer/Procuring Agency to utilize such sums.

Day work rates in the contractor‘s bid are to be used for small  
additional amounts of work and only when the Engineer have given   
written instructions in advance for additional work to be paid for in   
that way.

**SCHEDULE – A TO BID**

**SCHEDULE OF PRICES**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Item**  **No.** | **Description** | **Quantity** | **Unit Rate (Rs)** | | **Total**  **Amount (Rs)** |
|  |  |  | **Figure** | **Words** |  |
| **1** | **I. Civil / Interior Works** |  |  |  |  |
| **2** | **II. Electrical Works.** |  |  |  |  |
| Total (*to be carried to Summary of Bid Price*)  *Add/ Deduct the percentage quoted above/below on the prices of items based on Composite Schedule of Rates.* | | | | | |

*Total Amount in Words:*

**SCHEDULE – B TO BID**

**SPECIFIC WORK DATA**

|  |  |  |  |
| --- | --- | --- | --- |
| 1. | Engineer representing Consulting Firm hired by the procuring agency to issue variation in case of emergency. | 3.1 | *Up to 2% of the* contract price stated in the Letter of Acceptance. |
| 2. | Amount of Performance Security | 4.2 | *Up to 10% of contract price*. Total amount including performance security and retention money deducted from bills should not exceed 10% of contract price stated in the Letter of Acceptance. |
| 3. | Time for Furnishing Programme | 8.3 | Within 42 days from the date of receipt of Letter of Acceptance. |
| 4. | Minimum amount of Third Party Insurance **(Not applicable)** | 18.3 | **Not Applicable** |
| 5. | Time for Commencement | 8.1 | Within 14 days from the date of receipt of Engineer’s Notice to Commence, this shall be issued within fourteen (14) days after signing of Contract Agreement. |
| 6. | Time for Completion (works & sections) | 8.2 &  10.2 | 365 days from the date of receipt of Engineer’s Notice to Commence. |
| 7. | Amount of Liquidity Damages/Delay Damages/Penalties | 8.7 | 0.07% of bid price Damages per day *(are to be mentioned)* but total amount will not be more than 10% of contract Price*.* |
| 8. | Defects Liability Period | 11.1 | 90 days from the effective date of Taking Over Certificate. |
| 9. | Percentage of Retention Money | 14.2 | 10 % of the amount of Interim/Running Payment Certificate. |
| 10. | Limit of Retention Money | 14.2 | 10 % of Contract Price stated in the Letter of Acceptance. |
| 11. | Minimum amount of Interim/Running Payment Certificates | 14.2 | Rs. 0.500 Million |
| 12. | Time of Payment from delivery of Engineer’s Interim/Running Payment Certificate to the procuring agency. | 14.7 | 30 days in case of local currency or 42 days in case of foreign funded projects. |
| 13. | Mobilization Advance. | 14.2 | 10% of Contract Price stated in the Letter of Acceptance. |

**SCHEDULE** – **C TO BID**

**WORKS TO BE PERFORMED BY SUBCONTRACTORS\***

The bidder will do the work with his own forces except the work listed below which he   
intends to sub-contract.

Items of Works Name and address of Statement of similar  
to be Sub-Contracted Sub-Contractors works previously

executed. *(attach*  
*evidence)*

Not Applicable

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**SCHEDULE** – **D TO BID**

**PROPOSED PROGRAMME OF WORKS**

Bidder shall provide a programme in a bar-chart or Program Evaluation and Review   
Technique (PERT) or Critical Path Method (CPM) showing the sequence of work items by   
which he proposes to complete the works of the entire Contract. The programme should   
indicate the sequence of work items and the period of time during which he proposes to   
complete the works including the activities like designing, schedule of submittal of drawings,   
ordering and procurement of materials, manufacturing, delivering, construction of civil   
works, erection, testing and commissioning of works to be supplied under the Contract.

**SCHEDULE** – **E TO BID**

**METHOD OF PERFORMING WORKS**

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

 The sequence and methods in which he proposes to carry out the Works, including the

number of shifts per day and hours per shift, he expects to work.

 A list of all major items of construction and plant erection, tools and vehicles

proposed to be used in delivering/carrying out the works at site.

 The procedure for installation of equipment and transportation of equipment and

materials to the site.

 Organisation chart indicating head office & field office personnel involved in

management, supervision and engineering of the Works to be done under the   
Contract.

**SCHEDULE** – **F TO BID**

**(INTEGRITY PACT)**

**DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC**

**PAYABLE BY CONTRACTORS**

(FOR CONTRACTS WORTH RS. 10.00 MILLION OR MORE)

Contract No.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Contract Value: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Contract Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

………………………………… [name of Contractor] hereby declares that it has not obtained   
or induced the procurement of any contract, right, interest, privilege or other obligation or  
benefit from Government of Sindh (GoS) or any administrative subdivision or agency thereof  
or any other entity owned or controlled by it (GoS) through any corrupt business practice.

Without limiting the generality of the foregoing, [name of Contractor] represents and   
warrants that it has fully declared the brokerage, commission, fees etc. paid or payable to   
anyone and not given or agreed to give and shall not give or agree to give to anyone within   
or outside Pakistan either directly or indirectly through any natural or juridical person,   
including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder,   
sponsor or subsidiary, any commission, gratification, bribe, finder‘s fee or kickback,   
whether described as consultation fee or otherwise, with the object of obtaining or inducing   
the procurement of a contract, right, interest, privilege or other obligation or benefit in   
whatsoever form from, from Procuring Agency (PA) except that which has been expressly   
declared pursuant hereto.

[name of Contractor] accepts full responsibility and strict liability that it has made and will  
make full disclosure of all agreements and arrangements with all persons in respect of or  
related to the transaction with PA and has not taken any action or will not take any action to   
circumvent the above declaration, representation or warranty.

[name of Contractor] accepts full responsibility and strict liability for making any false  
declaration, not making full disclosure, misrepresenting facts or taking any action likely to   
defeat the purpose of this declaration, representation and warranty. It agrees that any   
contract, right, interest, privilege or other obligation or benefit obtained or procured as  
aforesaid shall, without prejudice to any other rights and remedies available to PA under any   
law, contract or other instrument, be voidable at the option of PA.

Notwithstanding any rights and remedies exercised by PA in this regard, [name of  
Supplier/Contractor/Consultant] agrees to indemnify PA for any loss or damage incurred by   
it on account of its corrupt business practices and further pay compensation to PA in an   
amount equivalent to ten time the sum of any commission, gratification, bribe, finder‘s fee or  
kickback given by [name of Contractor] as aforesaid for the purpose of obtaining or inducing   
the procurement of any contract, right, interest, privilege or other obligation or benefit in   
whatsoever form from PA.

………………………

[Procuring Agency] [Contractor]

**CONDITIONS OF CONTRACT**

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**CONDITIONS OF CONTRACT**

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

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**CONDITIONS OF CONTRACT**

**I. GENERAL PROVISIONS**

**Definitions**

1.1 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

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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.

**TIME FOR COMPLETION**

**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.

**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.

**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.

**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.

**TAKING-OVER**

**Completion**

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

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**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   
Maintenances Period.

**REMEDYING DEFECTS**

**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.

**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.

**VARIATIONS AND CLAIMS**

**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.

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**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.

**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.

**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.

**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 60days 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.

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**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.

**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.

**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.

**Currency**

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

**DEFAULT**

**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.

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**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.

**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.

**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.

**RISKS AND RESPONSIBILITIES**

Contractor’s Care of the Works

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

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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. INTEGRITY PACT**

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

(a) recover from the Contractor an amount equivalent to ten times the sum of

any commission, gratification, bribe, finder‘s fee or kickback given by the   
Contractor or any of his Sub-Contractors, agents or servants;

(b) terminate the Contract; and

(c) recover from the Contractor any loss or damage to the Procuring Agency as a

result of such termination or of any other corrupt business practices of the   
Contractor or any of his Sub-Contractors, agents or servants.

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

**CONTRACT DATA**

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

**Sub-Clauses of**  
**Conditions of Contract**

1.1.3 Procuring Agency‘s Drawings, if any

*(To be listed by the Procuring Agency)*

1.1.4 **The Procuring Agency** means

**Jinnah Sindh Medical University**

1.1.5 **The Contractor** means

**Lowest Responsive evaluated Bidder**

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** 120 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**

**Mahmood Ali Lakho**  
**Advisor to V.C on P&D / Procurement**

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)*

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

**Authorized person: Advisor to V.C on P&D / Procurement**

Name and address of Engineer’s/**Procuring Agency**’s representative

**Mahmood Ali Lakho**

**Performance Security:**

Amount: 10% of Contract / Bid Price.

Validity: 90 Days.

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

**Require**ments for Contractor’s design (if any):

Specification Clause No‘s\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Programme:**

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

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

Amount payable due to failure to complete shall be 0.05% 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.)

**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.

**Period for remedying defects**

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\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(e) **Variation procedures:**

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

**Terms of Payments**

**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:

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(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 1/5th 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 an, 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 b 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 of the estimated value of the work completed less the cumulative

statements 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.

(iv) 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 (Not applicable)**

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)*

**STANDARD FORMS**

*(Note: Standard Forms provided in this document for securities are to be issued by a bank. In*   
*case the bidder chooses to issue a bond for accompanying his bid or performance of contract*   
*or receipt of advance, the relevant format shall be tailored accordingly without changing the*   
*spirit of the Forms of securities).*

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**FORM OF BID SECURITY**

(Bank Guarantee)

Guarantee No.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Executed on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**(**Letter by the Guarantor to the Procuring Agency)

Name of Guarantor (Scheduled Bank in Pakistan) with   
address:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Name of Principal (Bidder) with   
address:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Sum of Security (express in words and   
figures):\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Bid Reference No.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date of Bid \_\_\_\_\_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Bid and at   
the request of the said Principal, we the Guarantor above-named are held and firmly bound   
unto the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, (hereinafter called The ―Procuring   
Agency‖) in the sum stated above, for the payment of which sum well and truly to be made,   
we bind ourselves, our heirs, executors, administrators and successors, jointly and severally,   
firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has   
submitted the accompanying Bid numbered and dated as above for   
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Particulars of Bid) to the said Procuring   
Agency; and

WHEREAS, the Procuring Agency has required as a condition for considering the said Bid   
that the Principal furnishes a Bid Security in the above said sum to the Procuring Agency,   
conditioned as under:

(1) that the Bid Security shall remain valid for a period of twenty eight (28) days beyond

the period of validity of the bid;

(2) that in the event of;

(a) the Principal withdraws his Bid during the period of validity of Bid, or

(b) the Principal does not accept the correction of his Bid Price, pursuant to Sub-

Clause 16.4 (b) of Instructions to Bidders, or

(c) failure of the successful bidder to

(i) furnish the required Performance Security, in accordance with Sub-

Clause IB-21**.**1 of Instructions to Bidders, or

(ii) sign the proposed Contract Agreement, in accordance with Sub-

Clauses IB-20.2 & 20.3 of Instructions to Bidders,

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the entire sum be paid immediately to the said Procuring Agency for delayed   
completion and not as penalty for the successful bidder's failure to perform.

NOW THEREFORE, if the successful bidder shall, within the period specified therefore, on   
the prescribed form presented to him for signature enter into a formal Contract Agreement  
with the said Procuring Agency in accordance with his Bid as accepted and furnish within   
fourteen (14) days of receipt of Letter of Acceptance, a Performance Security with good and   
sufficient surety , as may be required, upon the form prescribed by the said Procuring Agency

for the faithful performance and proper fulfilment of the said Contract or in the event of non**-**  
withdrawal of the said Bid within the time specified then this obligation shall be void and of   
no effect, but otherwise to remain in full force and effect.

PROVIDED THAT the Guarantor shall forthwith pay to the Procuring Agency the said sum   
stated above upon first written demand of the Procuring Agency without cavil or argument   
and without requiring the Procuring Agency to prove or to show grounds or reasons for such   
demand, notice of which shall be sent by the Procuring Agency by registered post duly   
addressed to the Guarantor at its address given above.

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

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

Guarantor (Bank)

Witness: 1. Signature

1. 2. Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

3. Title \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Corporate Secretary (Seal)

2.

(Name, Title & Address) Corporate Guarantor (Seal)

**FORM OF PERFORMANCE SECURITY**

**(Bank Guarantee)**

Guarantee No.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Executed on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Expiry Date

(Letter by the Guarantor to the Procuring Agency)

Name of Guarantor (Scheduled Bank in Pakistan) with

address:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of Principal (Contractor) with   
address:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Penal Sum of Security (express in words and   
figures)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Letter of Acceptance No.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Bidding  
Documents and above said Letter of Acceptance (hereinafter called the Documents) and at the   
request of the said Principal we, the Guarantor above named, are held and firmly bound unto   
the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter called the   
Procuring Agency) in the penal sum of the amount stated above*,* for the payment of which   
sum well and truly to be made to the said Procuring Agency, we bind ourselves, our heirs,   
executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has   
accepted the Procuring Agency's above said Letter of Acceptance for \_\_\_\_\_\_\_\_   
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Name of Contract) for the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Name of Project).

NOW THEREFORE, if the Principal (Contractor) shall well and truly perform and fulfill all  
the undertakings, covenants, terms and conditions of the said Documents during the original   
terms of the said Documents and any extensions thereof that may be granted by the Procuring   
Agency, with or without notice to the Guarantor, which notice is, hereby, waived and shall   
also well and truly perform and fulfill all the undertakings, covenants terms and conditions of   
the Contract and of any and all modifications of the said Documents that may hereafter be   
made, notice of which modifications to the Guarantor being hereby waived, then, this   
obligation to be void; otherwise to remain in full force and virtue till all requirements of   
Clause 9, Remedying Defects, of Conditions of Contract are fulfilled.

Our total liability under this Guarantee is limited to the sum stated above and it is a condition   
of any liability attaching to us under this Guarantee that the claim for payment in writing shall

be received by us within the validity period of this Guarantee, failing which we shall be   
discharged of our liability, if any, under this Guarantee.

We, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the Guarantor), waiving all objections and   
defenses under the Contract, do hereby irrevocably and independently guarantee to pay to the   
Procuring Agency without delay upon the Procuring Agency's first written demand without  
cavil or arguments and without requiring the Procuring Agency to prove or to show grounds   
or reasons for such demand any sum or sums up to the amount stated above, against the   
Procuring Agency's written declaration that the Principal has refused or failed to perform the   
obligations under the Contract, for which payment will be effected by the Guarantor to   
Procuring Agency‘s designated Bank & Account Number.

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

IN WITNESS WHEREOF, the above bounded Guarantor has executed this Instrument under   
its seal on the date indicated above, the name and corporate seal of the Guarantor being hereto   
affixed and these presents duly signed by its undersigned representative, pursuant to authority   
of its governing body.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Guarantor (Bank)

Witness:  
1. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 1. Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 2. Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Corporate Secretary (Seal)

3. Title

2.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
(Name, Title & Address) Corporate Guarantor (Seal)

**FORM OF CONTRACT AGREEMENT**

THIS CONTRACT AGREEMENT (hereinafter called the ―Agreement‖) made on the \_\_\_\_\_   
day of \_\_\_\_\_\_\_\_ 200 \_\_\_\_\_ between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(hereinafter called the   
―Procuring Agency‖) of the one part and \_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter called the   
―Contractor‖) of the other part.

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

NOW this Agreement 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) The Letter of Acceptance;  
(b) The completed Form of Bid along with Schedules to Bid;  
(c) Conditions of Contract & Contract Data;  
(d) The priced Schedule of Prices/Bill of quantities (BoQ);  
(e) The Specifications; and  
(f) The Drawings

3. In consideration of the payments to be made by the Procuring Agency to the

Contractor as hereinafter mentioned, the Contractor hereby covenants with the   
Procuring Agency to execute and complete the Works and remedy defects therein in   
conformity and in all respects within the provisions of the Contract.

4. The Procuring Agency 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 Procuring Agency  
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
(Seal) (Seal)

Signed, Sealed and Delivered in the presence of:

Witness: Witness:

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

**MOBILIZATION ADVANCE GUARANTEE**

Guarantee No.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Executed on\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Letter by the Guarantor to the Procuring Agency)

WHEREAS the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter

called the Procuring Agency) has entered into a Contract for

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Particulars of Contract), with

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(hereinafter called the Contractor).

AND WHEREAS the Procuring Agency has agreed to advance to the Contractor, at the

Contractor‘s request, an amount of Rs.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Rupees

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_) which amount shall be advanced to the Contractor as per

provisions of the Contract.

AND WHEREAS the Procuring Agency has asked the Contractor to furnish Guarantee to   
secure the advance payment for the performance of his obligations under the said Contract.

AND WHEREAS \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Scheduled Bank)   
(hereinafter called the Guarantor) at the request of the Contractor and in consideration of the   
Procuring Agency agreeing to make the above advance to the Contractor, has agreed to  
furnish the said Guarantee.

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

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

This Guarantee shall come into force as soon as the advance payment has been credited to the   
account of the Contractor.

This Guarantee shall expire not later than \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

by which date we must have received any claims by registered letter, telegram, telex or   
telefax.

It is understood that you will return this Guarantee to us on expiry or after settlement of the   
total amount to be claimed hereunder.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Guarantor (Scheduled Bank)

Witness:

1. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 1. Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 2. Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Corporate Secretary (Seal)

3. Title \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

2. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
(Name, Title & Address) Corporate Guarantor (Seal)

**INDENTURE FOR SECURED ADVANCES.**

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

entered into an agreement for the execution of a certain specified quantity of work in a given   
time ).

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

----- ....... ----------........-197--"- BETWEEN (hereinafter called "the

Contractor" which expression shall where the context so admits or implied be deemed to   
include his heirs, executors, administrators and assigns) of the one part and THE  
GOVERNOR OF SINDH (hereinafter called "the Government" of the other part).

WHEREAS by an agreement, dated (hereinafter called the said

agreement, the contractor has agreed to perform the under-mentioned works (hereinafter   
referred to as the said work):-

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

AND WHEREAS the contractor has applied to the ........... ................... ..............

—....... ----- for an advance to him of Rupees -----------------------------------------------------.  
(Rs. ..................) on the security of materials absolutely belonging to him and brought by

him to the site of the said works the subject of the said agreement for use in the  
construction of such of the said works as he has undertaken to execute at rates fixed for  
the finished work (inclusive of the cost of materials and labour and other charge) AND   
WHEREAS the Government has agreed to advance to the Contractor the sum of Rupees,  
(Rs. ...................... ) on the security of materials the quantities and other particulars of  
which are detailed in Part II of Running Account Bill (E). the said works signed by the contractor

Fin R.Form.l7.A

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

NOW THIS INDENTURE WTTNESSETH that in pursuance of the said

agreement and in consideration of the sum of Rupees...........------------- ......-........— ......  
(Rs. ------ ...... ----- ) on or before the execution of these presents paid to the Contractor  
by the Government (the receipt whereof the Contractor doth hereby acknowledge) and of

such further advances (if any) as may be made to him as aforesaid (all of which advances are  
hereinafter collectively referred to as the said amount) the Contractor doth hereby assign   
unto the Government the said materials by way of security for the said amount

And doth hereby covenant and agree with the Government and declare ay

follow :-

(1) That the said sum of Rupees .........- ................ -------------...... --------------

(RF. ------------------- ) so advanced by the Government to the Contractor as aforesaid and  
all or any further sum or sums which may be advanced aforesaid shall be employed by the   
contractor in or towards expending the execution of the said works and for no other purpose   
whatsoever.

(2) That the materials detailed in the said Running Account Bill (B) which have been

Fin R Form No. 17-A

Offered to and accepted by (he Government as security for the said amount are absolutely by   
the Contractors own property free from encumbrances of any kind and the Contractor will   
not make any application for or receive a further advance on the security of materials which are   
not absolutely his own property and free from encumbrances of any kind and the contractor  
hereby agrees, at all times, to indemnify and save harmless the Government against all  
claims whatsoever to any materials in respect of which an advance has been made to him   
as aforesaid.

(3) That the said materials detailed in the said Running Account Bill (B) and all other

Fin. R. Form No. 17-A

Materials on the security of which any further advance or advances may hereafter be made   
as aforesaid (hereinafter called the said materials) shall be used by the Contractor solely in *the*  
execution of the said works in accordance with the directions of the  
Divisional Officer---------------------------(hereinafter called the Divisional Officer) and in  
the terms of the said agreement.

(4) That the Contractor shall make at his own cost all necessary and adequate

arrangement for the proper watch, safe custody and protection against all risks of the said  
material and that until used in construction as aforesaid the said materials shall remain at the  
site of the said works in the Contractor's custody and at his own risk and on his own  
responsibility and shall at all times be open to inspection by (he Divisional Officer or any  
officer authorized by him. In the event of the said materials of any part (hereof being  
stolen, destroyed or damaged or becoming deteriorated in a grater degree than is due to  
reasonable use and wear thereof Contractor will forthwith replace the same with other  
materials of like qualify or repair and make good the same as required by the Divisional  
Officer and the materials so brought to replace the said materials so repaired and made  
good shall also be considered as security for the said amount.

(5) 'Hurt the said materials shall not on any account be removed from the site of the said  
works except with the written permission of the Divisional Officer or an officer   
authorized by him in that behalf

(6) That the said amount shall be payable in full when or before the Contractor  
receives payment, from the Government of the price payable to him for the said works  
under the terms and provisions of the said agreement PROVIDED THAT if any   
intermediate payments are made to the contractor on account of work done then on the   
occasion of each such payment the Government will be at liberty to make a recovery from  
the Contractors Bill for such payment by deducting there from in the value of the said   
materials (hen actually used in the construction and in respect of which recovery has not been  
made previously the value for this purpose being determined in respect of each description   
of material at (he rates at which the amount of the advances made under these presents were   
calculated.

(7) That if the Contractor shall at any time make any default in the

performance or observation in any respect of any of the terms and provisions of the said  
agreement or of these presents the total amount of the advance or advances that may still be   
owing to the Government shall immediately on the happening of such default be  
repayable by the Contractor to the Government together with interest thereon at twelve

percent per annum from the date or respective dates of such advance or advances to the  
date or repayment and with all costs, charges, damages and expenses incurred by the  
Government in or for the recovery thereof or the enforcement of this security or  
otherwise by reason of (he default of the Contractor and any moneys so becoming due and  
payable shall constitute a debt due from the Contractor to the Government and the Contractor  
hereby covenants and agrees with the Government to repay and the same respectively to it   
accordingly.

(8) That the Contractor hereby charges all the said materials with the

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

Once therewith the Government may at any time thereafter adopt all or any of

following courses as it may deem best ;-

(a) Seize and utilize the said materials or any part thereof in the completion of the

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

(b) Remove and sell by public auction the seized materials or any part thereof and

out of the moneys arising from the sale retain all the sums aforesaid  
repayable to the Government under these presents and pay over the surplus   
(if any) to the Contractor.

(c) Deduct all or any part of the moneys owing out of the security deposit or any

sum due to the Contractor under the said agreement.

(9) That except as is expressly provided by the presents interest on the aid

advance shall not be payable.

(10) That in the event of any conflict between the provisions of these presents and

the said agreement the provisions of these presents shall prevail and in the event of any   
dispute or difference arising over the construction or effect of these presents the settlement of   
which has not been hereinbefore expressly provided for the same shall be  
referred to the Superintending Engineer..................................... Circle whose…………….

decision shall be final and the provisions of the Indian Arbitration Act for the time being in   
force so far as they are applicable shall apply to any such reference.

__rendered_path__35

In witnesses whereof the\* ----- -—\_\_.................................... on behalf of the

Governor of Sindh and the said................. —........................... - .......... --have hereunto set  
their respective hands and seals the day and first above written.

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

Seal

1st witness

2nd witness

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

Seal

1st Witness

2nd witness

**SPECIFICATIONS**

1.1 Execution of work shall be carried out as per Pakistan P.W.D. Specifications, Parts I and if 1973 unless otherwise clearly provided for in the contract documents.

1.2 Where there are any differences between provisions of the various documents relating to a contract, the order of precedence given below shall be followed to determine the scope of the contracted work:

(i) Schedule of Quantities of the Contract.

(ii) Specifications Parts I and II, 1973.

(iii) Standard Clauses of the Agreement.

(iv) Additional terms and conditions attached with the contract.

(v) Plans.

1.3 In addition to what has been stipulated in the standard clauses of the Agreement and additional terms and conditions attached with the contract, the rates quoted by the contractor for complete items shall include the cost of all labour, materials and every other operation involved in the execution of items of the contract of work. The rates shall also include the cost of hire charges and depreciation etc., of T. & P. Scaffolding/Centering/Shuttering/Form work etc., as required for execution of work.

1.4 the work ‘Specification’ wherever occurs in the contract documents, shall mean ‘SPPRA’ Specifications 2010 amended 2013., except where specific provision to some other specifications has been made.

1.5 A bulletin of basic rates of labour and material called “CURRENT RATES BULLETIN”, shall be issued by the department from time to time. Each bulletin shall be treated as part of SPPRA Schedule 2010 amended 2013 for the period of its validity.

1.6 For the purpose of extra items based on market rates under clause 12 of the contract, the following order or precedence shall be followed:

(i) Bulletin of basic rates of labour and material issued by the SPPRA for the period of time at which work is ordered to be executed.

(ii) Basic rates of labour and material given in schedule with quoted percentage above/below the estimated cost will be considered as the first bulletin of basic rates. It will remain applicable till the second bulletin in issued.

1.7 Where the carrier carrying materials from the source to the destination need not ply empty, partly or wholly on return journey a reduction of 50% on the total amount calculated on schedule rate given in the sub-head shall be made to arrive at the admissible rate of carriage.

1.8 Whenever floor has not been mentioned in the nomenclature of items of work, shall it mean to cover any or all the floors.

1.9 Height of a floor shall be considered up to 15 ft., and extra for additional lift where the floor height exceeds 15 ft., will be admissible as per schedule of rates as per relevant schedule items for extra height. The extra for additional lift due to more than 15 ft. height of a floor will be admissible only for items where the nomenclature of the schedule of quantities clearly mentioned the floor and will not be admissible for any other items.

In case of common walls where the floor height exceeds 15 ft., on one side and does not exceed 15 ft., on the other side, the height of the higher side will be considered for the purpose for the purpose of the applicability of the Schedule rates.

1.10 Parapets shall be considered as part of the floors above which it has been constructed due allowance being made for height as a para 1.9 above.

1.11 Where lime occurs in the Specification or in the schedule of quantities it will be taken to mean “line putty”.

1.12 The Schedule and Specifications shall also apply to the Airports, landing grounds and their structures.