



GOVERNMENT OF SINDH
IRRIGATION DEPARTMENT

NOTIFICATION

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

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

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

SYED ZAHEER HYDER SHAH
SECRETARY TO GOVT. OF SINDH

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

Karachi, dated the 9th October, 2015.

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

1. The Accountant General Sindh, Karachi with the request to nominate your representative for the above Complaint Redressal Committee.
2. The Director General, Monitoring & Evaluation Cell, Irrigation Department, Government of Sindh, Karachi.
3. The M. D. Sindh Public Procurement Regulatory Authority Karachi.
4. The Chief Engineer, (All) Irrigation Development, Govt. of Sindh: Kotri, 13-222-230 Hyd.
5. The Superintending Engineer, (All) Irrigation Deptt, Govt. of Sindh.
6. The Executive Engineer, (All), Irrigation Department, Govt. of Sindh.
7. P.S. to Secretary Irrigation Department, Govt. of Sindh, Karachi.

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

Phone No. 9210334.

607

No.S-151/W-4/Committ:/Sakro/2016/
Office of the Chief Engineer,
Irrigation Kotri Barrage,
Hyderabad, dated 31-3-2016.

READ:- Secretary to Government of Sindh Irrigation Department letter No.SO(R&S)8-110/2012-13, dated 14-12-2015, regarding Authorization of Notify the Procurement Committee.

NOTIFICATION.

The Committee Comprising of the following Members is constituted, as per Rule-07 of SPPRA Rules 2010, for ADP works, for the year 2015-2016, in Sakro Division, Mirpur Sakro of Baghar Circle, Hyderabad.

1. **Mr. Shafqat Hussain Wadho,** Chairman.
Superintending Engineer,
Pinyari Circle,
Hyderabad.
2. Mr.Fareed Ahmed Memon, Secretary/Member.
Executive Engineer,
Sakro Division,
Mirpur Sakro
3. **Mr.Abdul Aleem Memon,** Member.
Assistant Executive Engineer,
Building Sub-Division No.1,
Bath Iceland Karachi.

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

C.c.to:-

1. The Secretary to Government of Sindh, Irrigation Department, Karachi.
2. The Managing Director, SPPRA, Karachi.
3. The Superintending Engineer, Baghar Circle, Hyderabad, with reference to his letter No.TC/G-55/395, dated 30-03-2016.
4. The All Committee Members.

**ANNUAL PROCUREMENT PLAN
(FOR ADP WORKS)**

FOR THE YEAR 2015-2016 IN RESPECT OF SAKRO DIVISION MIRPUR SAKRO

Sr. No.	Description of Procurement	Quantity (where applicable)	Estimated Unit Cost (where applicable)	Estimated Total Cost	Funds allocated	Source of Funds (ADP/Non-ADP)	Proposed procurement method	Timing of Procurements				Remarks
								1 st Qtr	2 nd Qtr	3 rd Qtr	4 th Qtr	
i.	Lining of Saien Hyderi Minor & Indo Distry in District Thatta (ADP # 850) 2015-2016		120.00 (M)	120.00 (M)	30.00 (M)	ADP	Single stage envelop method	Whole works in the 12 months				


**EXECUTIVE ENGINEER
SAKRO DIVISION
MIRPUR SAKRO**

GOVERNMENT OF SINDH, IRRIGATION DEPARTMENT



**OFFICE OF THE EXECUTIVE ENGINEER SAKRO DIVISION
MIRPUR SAKRO**

BIDDING DOCUMENTS

For Large Works

(NAME OF WORK)

**“LINING OF SAIEN HYDERI MINOR & INDO DISTRY
IN DISTRICT THATTA (ADP # 850) 2015-2016”**

Tender issued to: _____

D.R.No. _____ dt: _____

Amount _____

**EXECUTIVE ENGINEER
SAKRO DIVISION
MIRPUR SAKRO**

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- Competitive Bidding (NCB) and minimum of 45 days for International Competitive Bidding (ICB) SPP Rule 18.
4. Non-refundable tender fee for the sale of bidding documents shall be nominal so as to cover cost of photocopying or printing only SPP Rule 20. However, cost of mailing the documents on request of the interested bidder may be charged separately. Last date for the sale of the bidding documents is mentioned in the Notice Inviting Tender.
 5. The procuring agency shall require the bidders to furnish a bid security not below one percent and not exceeding five percent of the bid price, which shall remain valid for a period of 28 days beyond the validity period for bids, in order to provide the procuring agency reasonable time to act, if the security is to be called, SPP Rule 37(1).
 6. The venue and time of receipt of bids and the venue and time of opening of bids are to be mentioned in Notice Inviting Tender. Last date for the receipt and opening of bids shall be the same SPP Rule 41(1).
 7. In IB 11.1 (b) of bidding data, procuring agency should list relevant information, which is considered vital at the time of post-qualification, when prequalification process is not followed. Subsequently, this information is required to be submitted along with bid and shall be verified by the procuring agency during evaluation process.
 8. All blank spaces in the bidding data are to be filled in by the procuring agency to complete this document.
 9. Referring to IB 19.2 (b) of bidding data, the Bid Reference Number should be the same as given in Notice Inviting Tenders and form of bid.

B. Instructions to Bidders and Bidding Data

1. If the works are not financed from a loan/credit, IB 2.1 of bidding data should be modified accordingly.
2. Procuring agency shall prepare the documents listed at Serial Nos. b, d, e, f, g, i, and k of IB 7.1 of Instructions to Bidders in order to complete the bidding documents comprising the Bid.
3. For completion of documents at Serial No. g and i, detailed instructions are given at Para C below.
4. Referring to IB 7.1 of bidding data, the period should be inserted as given in the bidding documents and Notice Inviting Tender (NIT).
5. In IB 11.1 (b) of bidding data, the bidder shall provide additional or updated information to the procuring agency regarding the post-qualification criteria as and when required.
6. Referring to IB 14.1 of bidding data, a bid validity period shall be specified therein, keeping in view the nature of the procurement, it shall not exceed 90 days in case of National Competitive Bidding (NCB) and 120 days in case of International Competitive Bidding (ICB) SPP Rule 38(1).

**INSTRUCTIONS
TO
BIDDERS**

INSTRUCTIONS TO BIDDERS

(Note: These Instructions to Bidders along with bidding data will not be part of the Contract and will cease to have effect once the contract is signed.)

A. GENERAL

IB.1 Scope of Bid

1:1

Procuring agency as defined in the bidding data hereinafter called "the agency" wish to receive bids for the construction and completion of works as described in these bidding documents, and summarized in the bidding data hereinafter referred to as the "Works".

- 1.2 The successful bidder will be expected to complete the works within the time specified in Appendix-A to Bid.

IB.2 Source of Funds

- 2.1 The Government of Sindh allocated fund for this scheme (ADP NO. 1185) in Annual development Programm for the year 2014-15. The Government is administrative approve vide No.

IB.3 Eligible Bidders

- 3.1 This Invitation for Bids is open to all Pre-qualified Contractors/firm who are Pre-qualified by Chief Engineer Irrigation Kotri Barrage Hyderabad vide Notification NO. S-151/W-4/Pre-Qual/Bc/3155 dated 31-12-2014 and the criteria given in the Notice Inviting Tender (NIT) Bidding Document.

(a) Bidders may be excluded if;

- (i) a Contractor/firm is blacklisted/ debarred by the procuring agency and the matter has been reported to the Authority, subject to Rule 30 of Sindh Public Procurement Rules 2010.
- (ii) a Contractor/firm disqualified for particular project/scheme.

- (b) Bidders are:-
- (i) pre-qualified with procuring agency for particular project/scheme;
 - (ii) registered with Pakistan Engineering Council in particular category and discipline,
 - (iii) registered with relevant tax authorities (income/sales tax, wherever applicable)

IB.4 One Bid per Bidder

- 4.1 Each bidder shall submit only one bid either by himself, or as a partner in a joint venture. A bidder who submits or participates in more than one bid (other than alternatives pursuant to Clause IB.16) will be disqualified.

IB.5 Cost of Bidding

- 5.1 The bidders shall bear all costs associated with the preparation and submission of their respective bids, 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.

IB.6 Site Visit

- 6.1 The bidders are advised to visit and examine the site of works and its surroundings and obtain all information that may be necessary for preparing the bid and entering into a contract for construction of the works. All cost in this respect shall be at the bidder's own expense.
- 6.2 The bidders and any of their personnel or agents will be granted permission by the procuring agency to enter upon his premises and lands for the purpose of such inspection, but only upon the express condition that the bidders, their personnel and agents, will release and indemnify the procuring agency, his personnel and agents from and against all liability in respect thereof and will be responsible for death or personal injury, loss of or damage to property and any other loss, damage, costs and expenses incurred as a result of such inspection.

B: BIDDING DOCUMENTS

IB.7 Contents of Bidding Documents (SSP RULE 21)

- 7.1 The bidding documents, in addition to invitation for bids, are those stated below and should be read in conjunction with any addenda issued in accordance with Clause IB.9.
- a. Instructions to Bidders.
 - b. Bidding Data.
 - c. General Conditions of Contract, Part-I (GCC).
 - d. Special Conditions of Contract, Part-II (SCC)
 - e. Specifications.
 - f. Form of Bid and Appendices to Bid.

- g. Bill of Quantities (Appendix-D to Bid).
- h. Form of Bid Security.
- i. Form of Contract Agreement.
- j. Forms of Performance Security, Mobilization Advance Guarantee, Integrity Pact and Indenture bond for secured advance.
- k. Drawings.

7.2 The bidders are expected to examine carefully the contents of all the above documents. Failure to comply with the requirements of bid submission will be at the bidder's own risk. Pursuant to Clause IB.26, bids which are not substantially responsive to the requirements of the BD will be rejected.

IB.8 Clarification of Bidding Documents (SSP RULE 23(1)):

Any interested bidder requiring any clarification(s) in respect of the bidding documents may notify the procuring agency in writing at the procuring agency's address indicated in the Invitation for Bids/NIT. Procuring agency will respond to any request for clarification provided they are received at least five calendar days prior to the date of opening of bid.

Provided that any clarification in response to query by any bidder; shall be communicated to all parties who have obtained bidding documents.

IB.9 Addendum/Modification of Bidding Documents:

9.1 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.

9.2 Any addendum thus issued shall be part of the bidding documents pursuant to sub-clause IB 7.1 hereof and shall be communicated in writing to all bidders. Interested bidders shall acknowledge receipt of each addendum in writing to the procuring agency.

9.3 To afford bidders reasonable time in which to take an addendum into account in preparing their bids, the procuring agency may extend the deadline for submission of bids in accordance with IB.20

C. PREPARATION OF BIDS

IB.10 Language of Bid

10.1 The bid and all correspondence and documents related to the bid exchanged by a bidder and the procuring agency shall be in the language stipulated in the bidding data and Special Conditions of the Contract. Supporting documents and printed literature furnished by the bidders may be in any other language provided the same are accompanied by an accurate translation of the relevant parts in the bid language, in which case, for purposes of evaluation of the bid, the translation in bid language shall prevail.

IB.11 Documents Accompanying the Bid

11.1 Each bidder shall:

- (a) submit a written authorization on the letterhead of the bidding firm, authorizing the signatory of the bid to act for and on behalf of the bidder;
- (b) update the information indicated and listed in the bidding data and previously submitted with the application for prequalification, and continue to meet the minimum criteria set out in the prequalification documents, which as a minimum, would include the following :
 - (i) Evidence of access to financial resources along with average annual construction turnover;
 - (ii) Financial predictions for the current year and the following two years, including the effect of known commitments;
 - (iii) Work commitments since prequalification;
 - (iv) Current litigation information; and
 - (v) Availability of critical equipment.

11.2 Bids submitted by a joint venture of two (2) or more firms shall comply with the following requirements:

- (a) one of the joint venture partners shall be nominated as being in charge; and this authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the joint venture partners;
- (b) the bid, and in case of a successful bid, the Form of Contract Agreement shall be signed by the authorized partner so as to be legally binding on all partners;
- (c) the partner-in-charge shall always be duly authorized to deal with the procuring agency regarding all matters related with and/or incidental to the execution of works as per the terms and Conditions of Contract and in this regard to incur any and all liabilities, receive instructions, give binding undertakings and receive payments on behalf of the joint venture;
- (d) all partners of the joint venture shall at all times and under all circumstances be liable jointly and severally for the execution of the contract in accordance with the contract terms and a statement to this effect shall be included in the authorization mentioned under Sub-Para (a) above as well as in the Form of Bid and in the Form of Contract Agreement (in case of a successful bid);

- (e) a copy of the agreement entered into by the joint venture partners shall be submitted with the bid stating the conditions under which it will function, its period of duration, the persons authorized to represent and obligate it and which persons will be directly responsible for due performance of the contract and can give valid receipts on behalf of the joint venture, the proportionate participation of the several firms forming the joint venture, and any other information necessary to permit a full appraisal of its functioning. No amendments / modifications whatsoever in the joint venture agreement shall be agreed to between the joint venture partners without prior written consent of the procuring agency;
- (f) submission of an alternative Letter of Intent to execute a Joint Venture Agreement shall be mandatory.
- 11.3 Bidders shall also submit proposals of work methods and schedule, in sufficient detail to demonstrate the adequacy of the bidders' proposals to meet the technical specifications and the completion time referred to sub- clause IB 1.2 hereof.

IB.12 Bid Prices

- 12.1 Unless stated otherwise in the bidding documents, the contract shall be for the whole of the works as described in IB 1.1 hereof, based on the unit rates or prices submitted by the bidder or percentage quoted above or below on the rates of Composite Schedule of Rates (CSR), as the case may be.
- 12.2 The bidders shall fill in rates and prices for all items of the works described in the Bill of Quantities. Items against which no rate or price is entered by a bidder will not be paid for by the procuring agency when executed and shall be deemed to be covered by rates and prices for other items in the Bill of Quantities. In case of Composite Schedule of Rates, if the bidder fails to mention the percentage above or below, it shall be deemed to be at par with the rates of Composite Schedule of Rates.
- 12.3 The bid price submitted by the contractor shall include all rates and prices including the taxes. All duties, taxes and other levies payable by the contractor under the contract, or for any other cause during the currency of the execution of the work or otherwise specified in the contract as on the date seven days prior to the deadline for submission of bids.
Additional / reduced duties, taxes and levies due to subsequent additions or changes in legislation shall be reimbursed / deducted as per Sub-Clause 13.7 of the General Conditions of Contract Part-I.
- 12.4 The rates and prices quoted by the bidders are subject to adjustment during the performance of the contract in accordance with the provisions of Clause 13.7 of GCC. The bidders shall furnish the prescribed information for the price adjustment formulae in Appendix-C to Bid, and shall submit with their bids such other supporting information as required under the said Clause. Adjustment in prices quoted by bidders shall be allowed as per Sub-Para 4(ii) of Section C of Instructions to bidders and bidding data.

IB.13 Currencies of Bid and Payment

- 13.1 The unit rates and the prices shall be quoted by the bidder entirely in Pak rupees. A bidder expecting to incur expenditures in other currencies for inputs to the works supplied from outside the procuring agency's country (referred to as the "Foreign Currency Requirements") shall indicate the same in Appendix-B to Bid. The proportion of the bid price (excluding Provisional Sums) needed by him for the payment of such Foreign Currency Requirements either
- (i) entirely in the currency of the bidder's home country or,
 - (ii) at the bidder's option, entirely in Pak rupees provided always that a bidder expecting to incur expenditures in a currency or currencies other than those stated in (i) and (ii) above for a portion of the foreign currency requirements, and wishing to be paid accordingly, shall indicate the respective portions in the bid.
- 13.2 The rates of exchange to be used by the bidder for currency conversion shall be the selling rates published and authorized by the State Bank of Pakistan prevailing on the date, 07 (seven) days prior to the deadline for submission of bids. For the purpose of payments, the exchange rates used in bid preparation shall apply for the duration of the contract.

IB.14 Bid Validity

- 14.1 Bids shall remain valid for the period stipulated in the bidding data from the date of opening of bid specified in clause IB.23.
- 14.2 In exceptional circumstances, prior to expiry of the original, the procuring agency may request the bidders to extend the period of validity for a specified additional period, which shall not be for more than one third of the original period of bid validity. The request and the responses thereto, shall be made in writing. A bidder may refuse the request without the forfeiture of the bid security. In case, a bidder agreed to the request, shall not be required or permitted to modify the bid, but will be required to extend the validity of the bid security for the period of the extension, and in compliance with Clause IB.15 in all respects.

IB.15 Bid Security

- 15.1 Each bidder shall furnish, as part of the bid, a bid security in the amount stipulated in the bidding data in Pak Rupees or an equivalent amount in a freely convertible currency.
- 15.2 The bid security shall be at the option of the bidder, in the form of deposit at call, Pay order or a bank guarantee issued by a Scheduled Bank in Pakistan or from a foreign bank duly counter guaranteed by a Scheduled Bank in Pakistan in favour of the procuring agency, which should commensurate with the bid validity period. The bank guarantee for bid security shall be acceptable in the manner as provided at Annexure BS-1

- 15.3 Any bid not accompanied by an acceptable bid security shall be rejected by the procuring agency as non-responsive.
- 15.4 Bid security shall be released to the unsuccessful bidders once the contract has been signed with the successful bidder or the validity period has expired.
- 15.5 The bid security of the successful bidder shall be returned when the bidder has furnished the required Performance Security and signed the Contract Agreement.
- 15.6 The bid security may be forfeited:
- (a) if the bidder withdraws his bid except as provided in sub- clause IB 22.1;
 - (b) if the bidder does not accept the correction of his bid price pursuant to sub-clause IB 27.2 hereof; or
 - (c) In the case of successful bidder, if he fails within the specified time limit to:
 - (i) furnish the required Performance Security; or
 - (ii) sign the Contract Agreement.

IB.16 Alternate Proposals/Bids

- 16.1 Each bidder shall submit only one bid either by himself, or as a member of a joint venture, until and unless they have been requested or permitted for alternative bid, then he has to purchase separate bidding documents and alternate bid shall be treated as separate bid.

IB.17 Pre-Bid Meeting

- 17.1 Procuring agency may, on his own motion or at the request of any bidder, hold a pre-bid meeting to clarify issues and to answer any questions on matters related to the bidding documents. The date, time and venue of pre-bid meeting, if convened, shall be communicated to all bidders. All bidders or their authorized representatives shall be invited to attend such a pre-bid meeting at their own expense.
- 17.2 The bidders are requested to submit questions, if any, in writing so as to reach the Procuring agency not later than seven (7) days before the proposed pre-bid meeting.
- 17.3 Minutes of the pre-bid meeting, including the text of the questions raised and the replies given, will be transmitted without delay to all bidders. Any modification of the bidding documents listed in sub- clause IB 7.1 hereof, which may become necessary as a result of the pre-bid meeting shall be made by the procuring agency exclusively through the issue of an Addendum pursuant to Clause IB.9 and not through the minutes of the pre-bid meeting.
- 17.4 Absence at the pre-bid meeting will not be a cause for disqualification of a bidder.

IB.18 Format and Signing of Bid

- 18.1 Bidders are particularly directed that the amount entered on the Form of Bid shall be for performing the contract strictly in accordance with the bidding documents.
- 18.2 All appendices to bid are to be properly completed and signed.
- 18.3 Alteration is not to be made neither in the form of bid nor in the Appendices thereto except in filling up the blanks as directed. If any such alterations be made or if these instructions be not fully complied with, the bid may be rejected.
- 18.4 Each bidder shall prepare by filling out the forms without alterations and shall provide an original copy along with photocopies as per the requirement of the procuring agency specified in the bidding data. The original as well as copies of the document shall be clearly marked as "ORIGINAL" and „COPY", as the case may be. If there is any discrepancy between original and copy (ies) then the original shall prevail.
- 18.5 The original and all copies of the bid shall be typed or written in indelible ink (in the case of copies, Photostats are also acceptable) and shall be signed by a person(s) duly authorized to sign on behalf of the bidder pursuant to sub- clause IB 11.1(a) hereof. All pages of the bid shall be initialed and stamped by the person(s) signing the bid.
- 18.6 The bid shall contain no alterations, omissions or additions, except to comply with instructions issued by the procuring agency, or as are necessary to correct errors made by the bidder. Such corrections shall be initialed by the person(s) signing the bid.
- 18.7 Bidders shall indicate in the space provided in the Form of Bid their full and proper postal addresses at which notices may be legally served on them and to which all correspondence in connection with their bids and the contract is to be sent.
- 18.8 Bidders should retain a copy of the bidding documents as their file copy.

D. SUBMISSION OF BIDS

IB.19 Sealing and Marking of Bids

- 19.1 Each bidder shall submit his bid as under:
 - (a) ORIGINAL and 02 COPIES of the bid shall be separately sealed and put in separate envelopes and marked as such.
 - (b) The envelopes containing the ORIGINAL and COPIES shall be put in one sealed envelope and addressed as given in sub – clause IB 19.2 hereof.
- 19.2 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 data; and

(c) provide a warning not to open before the time and date for bid opening, as specified in the bidding data.

19.3 In addition to the identification required in sub- clause IB 19.2 hereof, the inner envelope shall indicate the name and postal address of the bidder to enable the bid to be returned unopened in case it is declared "late" pursuant to Clause IB.21

19.4 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.

IB.20 Deadline for Submission of Bids

20.1 (a) Bids must be received by the procuring agency at the address specified not later than the time and date stipulated in the bidding data, or mention in NIT

(b) Bids with charges payable will not be accepted, nor will arrangements be undertaken to collect the bids from any delivery point other than that specified above. Bidders shall bear all expenses incurred in the preparation and delivery of bids. No claims shall be entertained for refund of such expenses,

20.2 The Procuring Agency may, at its discretion, extend the deadline for submission of bids by issuing an amendment in accordance with IB 09. In such case, all rights and obligations of the procuring agency and the bidders shall remain the same as mentioned in the original deadline.

IB.21 Late Bids

(a) any bid received by the procuring agency after the deadline for submission of bids prescribed in to clause IB 20 shall be returned unopened to such bidder.

(b) delays in the mail, person in transit, or delivery of a bid to the wrong office shall not be accepted as an excuse for failure to deliver a bid at the proper place and time. It shall be the bidder's responsibility to submit the bid in time.

IB.22 Modification, Substitution and Withdrawal of Bids

22.1 Any bidder may modify, substitute or withdraw his bid after bid submission provided that the modification, substitution or written notice of withdrawal is received by the procuring agency prior to the deadline for submission of bids.

22.2 The modification, substitution, or notice for withdrawal of any bid shall be prepared, sealed, marked and delivered in accordance with the provisions of Clause IB.19 with the outer and inner envelopes additionally marked "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL" as appropriate.

22.3 No bid may be modified by a bidder after the deadline for submission of bids except in accordance with to sub - clauses IB 22.1 and IB 27.2.

22.4 Withdrawal of a bid during the interval between the deadlines 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 in pursuance to clause IB 15.

E. BID OPENING AND EVALUATION.

IB.23 Bid Opening

- 23.1 Procuring agency will open the bids, including withdrawals, substitution and modifications made pursuant to Clause IB.22, in the presence of Procurement Committee and bidders' representatives who choose to attend, at the time, date and location stipulated in the bidding data/NIT. The bidders or their representatives who are in attendance shall sign an attendance sheet.
- 23.2 Envelopes marked "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL" shall be opened and read out first. Bids for which an acceptable notice of withdrawal has been submitted pursuant to clause IB.22 shall not be opened.
- 23.3 Procuring agency shall read aloud the name of the bidder, total bid price and price of any Alternate Proposal(s), if any, discounts, bid modifications, substitution and withdrawals, the presence or absence of bid security, and such other details as the procuring agency may consider appropriate, and total amount of each bid, and of any alternative bids if they have been requested or permitted, shall be read aloud and recorded when opened.
- 23.4 Procuring Agency shall prepare minutes of the bid opening, including the information disclosed to those present in accordance with the sub-clause IB.23.3.

IB.24 Process to be Confidential. (SPP Rule 53)

- 24.1 Information relating to the examination, clarification, evaluation and comparison of bid and recommendations for the award of a contract shall not be disclosed to bidders or any other person not officially concerned with such process before the announcement of bid evaluation report in accordance with the requirements of Rule 45, which states that Procuring agencies shall announce the results of bid evaluation in the form of a report giving reasons for acceptance or rejection of bids. The report shall be hoisted on website of authority and that of procuring agency if its website exists and intimated to all bidders at least seven (7) days prior to the award of contract. 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. Any effort by a bidder to influence the procuring agency's processing of bids or award decisions may result in the rejection of such bidder's bid. Whereas, any bidder feeling aggrieved, may lodge a written complaint as per Rule 31; however mere fact of lodging a complaint shall not warrant suspension of the procurement process.

IB.25 Clarification of Bid (SPP Rule 43)

- 25.1 To assist in the examination, evaluation and comparison of bids, the procuring agency may, at its discretion, ask any bidder for clarification of the bid, including breakdowns of unit rates. The request for clarification and the response shall be in writing but no change in the price or substance of the bid shall be sought, offered or permitted except as required to confirm the correction of arithmetic errors discovered by the procuring agency in the evaluation of the bids in accordance with clause IB 28.

IB.26 Examination of Bids and Determination of Responsiveness

- 26.1 Prior to the detailed evaluation of bids, the procuring agency will determine whether the bidder fulfills all codal requirements of eligibility criteria given in the tender notice such as registration with tax authorities, registration with PEC (where applicable), and any other condition mentioned in the NIT and bidding document. If the bidder does not fulfill any of these conditions, it shall not be evaluated further.
- 26.2 Once found to be fulfilling the eligibility criteria, as mentioned in sub-clause 26.1, the bids of eligible bidders will be evaluated for technical responsiveness as per specification and criteria given in the bidding documents.
- 26.3 A bid will be considered technically responsive if (i) has been properly signed; (ii) is accompanied by the required bid security; and (iii) conform to all the terms, conditions and specifications of the bidding documents, without material deviation or reservation. A material deviation or reservation is one (i) which affect in any substantial way the scope, quality or performance of the works; (ii) which limits in any substantial way, inconsistent with the bidding documents, the procuring agency's rights or the bidder's obligations under the contract; or (iii) adoption/rectification whereof would affect unfairly the competitive position of other bidders presenting substantially responsive bids.
- 26.4 If a bid has major deviations to the commercial requirements and technical specifications will be considered technically non responsive. As a general rule, major deviations are those that if accepted, would not fulfill the purposes for which the bid is requested, or would prevent a fair comparison or affect the ranking of the bids that are compliant with the bidding documents.

(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.

- 26.5 If a bid is not substantially responsive, it will be rejected by the procuring agency, and may not subsequently be made responsive by correction or withdrawal of the non-conforming deviation or reservation.

IB.27 Correction of Errors before Financial Evaluation

- 27.1 Bids determined to be substantially responsive will be checked by the procuring agency for any arithmetic errors. Errors will be corrected by the procuring agency as follows:

- (a) where there is a discrepancy between the amounts in figures and in words, the amount in words will govern; and
- (b) where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern, unless in the opinion of the procuring agency there is an obviously gross misplacement of the decimal point in the unit rate, in which case the line item total as quoted will govern and the unit rate will be corrected.

- 27.2 The amount stated in the Form of Bid will be adjusted by the procuring agency in accordance with the above procedure for the correction of errors and with the concurrence of the bidders. The amount thus corrected shall be considered as binding upon the bidder. If the bidder does not accept the corrected bid price, his bid will be rejected, and the bid security shall be forfeited in accordance with sub-clause IB 15.6(b) hereof.

IB.28 Financial Evaluation and Comparison of Bids

- 28.1 The procuring agency will evaluate and compare only the Bids determined to be substantially responsive in accordance with clause IB 26.

- 28.2 In evaluating the Bids, the procuring agency will determine for each bid the evaluated bid price by adjusting the bid price as follows:

- (a) making any correction for errors pursuant to clause IB 27;
- (b) excluding provisional sums (if any), for contingencies in the Summary Bill of Quantities, but including competitively priced Day work; and
- (c) making an appropriate adjustment for any other acceptable variation or deviation.

- 28.3 The estimated effect of the price adjustment provisions of the conditions of contract, applied over the period of execution of the contract, shall not be taken into account in bid evaluation.
- 28.4 If the bid of the successful bidder is seriously unbalanced in relation to the procuring agency's estimate of the cost of work to be performed under the contract, the procuring agency may require the bidder to produce detailed price analyses for any or all items of the Bill of Quantities to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, the procuring agency may require that the amount of the Performance Security set forth in clause IB.32 be increased at the expense of the successful bidder to a level sufficient to protect the procuring agency against financial loss in the event of default of the successful bidder under the contract.
- 28.5 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 Practice**" 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 Practice**" 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 Practice**" 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.

28.6 Evaluation Report (SPP Rule 45)

After the completion of evaluation process, as described in clauses IB 27 and IB 28, the procuring agency shall announce the results of bid evaluation in the form of report giving reasons for acceptance and rejection of bid. The report shall be hoisted on website of the SPPR authority and intimated to all bidders at least seven (7) days prior to the award of contract.

F. AWARD OF CONTRACT

IB.29 Award (SPP Rule 49)

29.1 Subject to clauses IB 30 and IB 34 and provision of the rule: The procuring agency shall 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, but not necessarily the lowest submitted price, within the original or extended period of bid validity. Provided that such bidder has been determined to be eligible in accordance with the provisions of clause IB 03 and qualify pursuant to sub-clause IB 29.2.

29.2 Procuring agency, at any stage of the bid evaluation, having credible reasons for or having *prima facie* evidence of any deficiency(ies) in contractor's capacities, may require the contractor to provide information concerning their professional, technical, financial, legal or managerial competence whether already pre-qualified or not for the said project.

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

IB.30 Procuring Agency's Right to reject all Bids or Annul/Cancellation the Bidding

Process (SPP Rule 25)

Notwithstanding clause IB 29 and provision of the rule: (1) A procuring agency reserves may cancel the bidding process at any time prior to the acceptance of a bid or proposal; (2) The procuring agency shall incur no liability towards bidders solely by virtue of its invoking sub -rule (1); (3) Intimation of the cancellation of bidding process shall be given promptly to all bidders and bid security shall be returned along with such intimation; (4) The procuring agency shall, upon request by any of the bidders, communicate to such bidder, grounds for cancellation of the bidding process, but is not required to justify such grounds.

IB.31. Notification/Publication of the Award of Contract (SPP Rule 25).

- 31.1 Prior to expiry of the period of bid validity, including extension, prescribed by the procuring agency, the procuring agency shall notify the successful bidder in writing ("Letter of Acceptance") that his bid has been accepted. This letter shall mention the sum which the procuring agency will pay to the contractor in consideration of the execution and completion of the works by the contractor as prescribed by the contract (hereinafter and in the conditions of contract called the "Contract Price").
- 31.2 No negotiation with the bidder having evaluated as lowest responsive or, any other bidder shall be permitted, however, procuring agency may hold meetings to clarify any item in the bid evaluation report.
- 31.3 The notification of award and its acceptance by the bidder will constitute the formation of the contract, binding the procuring agency and the bidder till signing of the formal Contract Agreement.
- 31.4 Upon furnishing by the successful bidder of a Performance Security and signing of the contract, the procuring agency will promptly notify the name of the successful bidder to all bidders and return their bid securities accordingly.
- 31.5 Within seven days of the award of contract, procuring agency shall publish on the website of the Authority and on its own website, if such a website exists, the results of the bidding process, identify the bid through procurement identifying numbers, and the following information:
- (1) Evaluation Report;
 - (2) Form of Contract and letter of Award;
 - (3) Bill of Quantities or Schedule of Requirement.

31.6 Debriefing (SPP Rule 51).

- (a) A bidder may ask the procuring agency for reasons for non-acceptance of his bid and may request for a debriefing meeting and procuring agency shall give him the reasons for such non-acceptance, either in writing or by holding a debriefing meeting with such a bidder.
- (b) The requesting bidder shall bear all the costs of attending such a debriefing.

IB.32 Performance Security (SPP Rule 39)

- 32.1 The successful bidder shall furnish to the procuring agency a Performance Security in the form of pay order or demand draft or bank guarantee, and the amount stipulated in the bidding data and the Conditions of Contract within a period of 28 days after the receipt of Letter of Acceptance.
- 32.2 Failure of the successful bidder to comply with the requirements of Sub-clause IB.32.1 or clauses IB 33 or IB 35 shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security.

32.3 Validity of performance security shall extend at least ninety days beyond the date of completion of contract, or as mentioned in the bidding data to cover defects liability period or maintenance period subject to final acceptance by the procuring agency.

IB.33 Signing of Contract Agreement (SPP Rule 39)

33.1 Within 14 days from the date of furnishing of acceptable Performance Security under the Conditions of Contract, the procuring agency will send the successful bidder the Contract Agreement in the form provided in the bidding documents, incorporating all agreements between the parties.

33.2 The formal Agreement between the procuring agency and the successful bidder shall be executed within 14 days of the receipt of the Contract Agreement by the successful bidder from the procuring agency.

33.3 A procurement contract shall come into force when the procuring agency requires signs contract, the date on which the signatures of both the procuring agency and the successful bidder are affixed to the written contract. Such affixing of signatures shall take place within the time prescribed in the bidding documents.

Provided that the procuring agency may reduce the maximum time limit for signing of contract, as and when required, and shall be mentioned in the bidding documents.

33.4 Stamp Duty.

The formal Agreement between the Procuring Agency and the successful bidder shall be duly stamped at rate of ----% of bid price (updated from time to time) stated in Letter of Acceptance

IB.34 General Performance of the Bidders

Procuring agency may in case of consistent poor performance of the contractor and his failure to remedy the underperforming contract may take such action as may be deemed appropriate under the circumstances of the case including the rescinding the contract and/or black listing of such contractor and debarring him from participation in future bidding process.

IB.35 Integrity Pact (SPP Rule 89)

The bidder shall sign and stamp the Integrity Pact provided at Appendix-L to the bidding documents for all Provincial/Local Government procurement contracts exceeding Rupees ten million. Failure to provide such Integrity Pact shall make the bidder non-responsive.

IB.36 Instructions not Part of Contract

Bids shall be prepared and submitted in accordance with these Instructions which are provided to assist bidders in preparing their bids, and do not constitute part of the bid or the Contract Documents.

IB.37 Arbitration (SPP Rule 34)

Any dispute that is not amicably resolved shall be finally settled, unless otherwise specified in the Contract, under the Arbitration Act 1940 updated from time to time and would be held anywhere in the Province of Sindh at the discretion of procuring agency.

BIDDING DATA

NOTES ON BIDDING DATA

This Section is intended to assist the procuring agency in providing the specific information in relation to corresponding clauses in Instructions to Bidders and should be prepared to suit each individual contract.

The procuring agency should provide in the bidding data information and requirements specific to the circumstances of the procuring agency, the processing of the bid, the applicable rules regarding bid price and currency, and the bid evaluation criteria that will apply to the bids. In preparing this section, the following aspects should be checked:

- (1) Information that specifies and complements the provisions of section; Instruction to Bidders must be incorporated.
- (2) Amendments and/or supplements, if any, to the provisions of Instructions to Bidders, necessitated by the circumstances of each individual contract, can be introduced only in this section since Instructions to Bidders will remain unchanged.

CONTACT / BIDDING DATA

Instruction to Bidders.

Clause Reference

1.1	Name and addressed of the procuring Agency	Irrigation Department Government of Sindh, through Executive Engineer, Sakro Division, Mirpursakro.
1.2	Name of the Project and summary of the works	
	Name of Project	Lining of Saian Hyderi Minor & Indo Distry in District Thatta (ADP#850) 2015-16.

Summary of Work.

Taluka Ghorabari is situated in District Thatta at Right Bank of River Indus. The Saian Hyderi off-takes from RD.30 Indo Distry and it is the main source of Irrigation in Taluka Ghorabari and the Total Length of Saian Hyderi is 3.0 Mile R.D.15.0

The Saian Hyderi lost its discharge caring capacity by 50% Head Regulator etc.

The contractor is required to construct and complete the work for Lining of Saian Hyderi Minor & Indo Distry in District Thatta (ADP#850) 2015-16.

2.1	Name of the Borrow / Source of Financing / Funding Agency / Funding Source.	Government of Sindh, ADP No.850 for the year 2015-16
2.2	Amount and type of Financing Scheme Cost and allocated Funds	Rs.120.00 Million Rs.30.00 Million allocated For the year 2015-16.

- 8.1 Time limit for clarification : **Not later than 5 working days prior to last date of Submission.**
- 10.1 Bid Language : **English**
- 11.1 (a) Prequalification Information to be updated (where applicable):

(i) Evidence of access to Financial resources (ii) latest status of financial resources commitment for two years (including the current year) (iii) works awarded during the interim period (iv) availability of essential critical equipment and (v) information about litigation presently.

- 13.1 Bidders to quote entirely in **Pak Rupees.**
- 14.1 Period of Bid Validity: **90 Days.**
- 15.1 Amount of Bid Security: **2% of Bid Amount.**

The amount of Bid Security in Pakistan Rupees shall not be less than 2% of the Bid Price in the form of pay-order in the name of the procuring agency or an unconditional Bank Guarantee from any scheduled Bank of Pakistan.

- 17.1 Venue, time and date of the Pre-Bid meeting. Date_____ Time_____
- As indicated in the Notice Inviting Tenders Venue: **Mirpur Sakro**

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

The bidder has to complete and submit one original and two copies.

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

Office of the Executive Engineer Sakro Division Mirpur Sakro

- (b) Name and Identification Number of the Contract: **Lining of Saieen Hyderi Minor & Indo Distry in District Thatta (ADP # 850) 2015-2016**

- 20.1 (a) Deadline for submission of bids : Time 2:00 PM and Date _____
- (b) Venue, time, and date of bid opening : Time 3:00 PM and Date _____
Office of the Executive Engineer
Sakro Division Mirpur Sakro
- 32.1 Standard form and amount of Performance Security acceptable to the procuring agency: The performance security shall be in the form of unconditional Bank Guarantee from a schedule Bank of Pakistan as per standard form provided for an amount of 10% of the Contract Price.
- 32.3 Stamp duty : 0.3% will be paid by successful bidder as stamp duty.

**FORM OF BID
AND
APPENDICES TO BID**

FORM OF BID

Bid Reference No. **Rehabilitation of Sakro Branch & Infrastructure at Taluka
Mirpursakro District Thatta**(Name of Contract/Work)

To:

The Superintending Engineer,
Baghar circle
Left Bank Barrage colony
Hyderabad

1. Having examined the bidding documents including Instructions to Bidders, Bidding Data, and Conditions of Contract, Specifications, Drawings and Bill of Quantities and Addenda Nos. _____ for the execution of the above-named work, we/I, the undersigned, offer to execute and complete the work and remedy any defects therein in conformity with the Conditions of Contract, Specifications, Drawings, Bill of Quantities and Addenda for the sum of Rs. _____ (Rupees _____) or such other sum as may be ascertained in accordance with the said conditions.
2. We/I understand that all the Appendices attached hereto form part of this bid.
3. As security for due performance of the undertakings and obligations of this bid, we/I submit herewith a bid security in the amount of Rupees _____ (Rs. _____) drawn in your favour or made payable to procuring agency and valid for a period of _____ days beginning from the date, bid is opened.
4. We/I undertake, if our bid is accepted, to commence the works and to complete the whole of the works comprised in the contract within the time stated in Appendix-A to Bid.
5. We/I agree to abide by this bid for the period of _____ days from the date fixed for opening the same and it shall remain binding upon us and may be accepted at any time before the expiration of 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 do hereby declare that the bid is made without any collusion, comparison of figures or arrangement with any other bidder for the works.
8. We understand that you are not bound to accept the lowest or any bid you may receive.

9. We undertake, if our/my bid is accepted, to execute the Performance Security referred to in Clause 10 of Conditions of Contract for the due performance of the Contract.
10. We confirm, if our bid is accepted, that all partners of the joint venture shall be liable jointly and severally for the execution of the Contract and the composition or the constitution of the joint venture shall not be altered without the prior consent of the procuring agency.

in the capacity of _____ duly authorized to sign Bids for and on behalf of

Dated this _____ day of _____ 20

Signature: _____

(Name of Bidder in Block Capitals)

(Seal)

Address:

Witness:

Signature:

Name:

Address:

Occupation:

APPENDIX-A
SPECIAL STIPULATIONS
CLAUSE
CONDITION OF CONTRACT

01	Engineer representing Consulting Firm hired by the procuring agency to issue variation in case of emergency.	3.1	Upto 2% of the contract price stated in the letter of acceptance.
02.	Amount of performance security.	4.1	10% of Contract price stated in the Letter of Acceptance.
03.	Time for Furnishing programme	8.3	Within 14 Months from the date of receipt of letter of acceptance.
04.	Minimum amount of Third party insurance	18.3	Rs.3,000,000/- per occurrence with number of occurrences unlimited.
05.	Time for Commencement	8.1	Within 07 days from the date of receipt of Engineers Notice to commence, this shall be issued within Seven (07) days after signing of Contract agreement.
06.	Time for completion (Works & sections)	8.2 & 10.2	14 Months (Upto June 2017).
07.	Amount of Liquidity Damages / Delay Damages / penalties.	8.7	0.05% of contract price equal to Rs._____damages per day for each day of delay in completion of the works subject to a maximum of 10% of Contract Price stated in the letter of acceptance.
08.	Defects Liability periods.	11.1	365 days from the effective date of taking over certificate.
09.	Percentage of Retention Money.	14.2	10% of the amount of interim / Running payment certificate.
10.	Limit of Retention Money.	14.2	5% of Contract price stated in the letter of acceptance.
11.	Minimum amount of interim / Running payment certificates.	14.2	Rs.1.50 million.
12.	Time of payment from delivery of Engineer's Interim Running payment certificate to the procuring agency.	14.7	Within 30 days .
13.	Mobilization Advance.	14.2	10% of Contract price stated in the letter of acceptance.

FOREIGN CURRENCY REQUIREMENTS

1. The bidder may indicate herein below his requirements of foreign currency (if any), with reference to various inputs to the works.
2. Foreign Currency Requirement as percentage of the bid price excluding Provisional Sums _____ %.
3. Table of Exchange Rates

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

NOT USED

PRICE ADJUSTMENT UNDER CLAUSE 13.8
OF CONDITIONS OF CONTRACT

A. Weightages or coefficients are used for price adjustment.

The source of indices and the weightages or coefficients for use in the adjustment formula under Clause 13.8 shall be as follows:

Cost Element	Description	Weightages	Applicable index
1	2	3	4
(i)	Fixed Portion	0.350	
(ii)	Local Labor a) Skilled b) Unskilled	0.15 0.25	Government of Pakistan (GoP) Federal Bureau of Statistics (FBS) Monthly Statistical Bulletin.
(iii)	Cement-in bags	-	" " "
(iv)	Reinforcing Steel	-	" " "
(v)	High Speed Diesel (HSD)	0.25	" " "
(vi)	Bricks	-	" " "
(vii)	Bitumn	-	" " "
(viii)			
	Total	1.000	

Notes:

- 1) Indices for "(ii)" to "(vii)" are taken from the Government of Pakistan Federal Bureau of Statistics, Monthly Statistical Bulletin. The base cost indices or prices shall be those applying 15 days prior to the latest day for submission of bids. Current indices or prices shall be those applying 28 days prior to the last day of the billing period.
- 2) Any fluctuation in the indices or prices of materials other than those given above shall not be subject to adjustment of the Contract Price.

B. When Escalation is allowed on the Materials only

Price adjustment on following items shall allowed:

Cost Element	Description	Base Price	Applicable Index
1	2	3	4
(i)	Cement in Bags		Government of Pakistan (GOP) Federal Bureau of Statistics (FBS) Monthly Statistical Bulletin
(ii)	Reinforcing steel		“ “ “
(iii)	Bricks		“ “ “
(iv)	Bitumen		“ “ “
(v)	Wood (Composite item)		“ “ “
	Total five items.		

BILL OF QUANTITIES

A. Preamble

1. The Bill of Quantities shall be read in conjunction with the Conditions of Contract, Specifications and Drawings.
2. The quantities given in the Bill of Quantities are estimated and provisional, and are given to provide a common basis for bidding. The basis of payment will be the actual quantities of work executed and measured by the Contractor and verified by the Engineer and valued at the rates and prices entered in the priced Bill of Quantities, where applicable, and otherwise at such rates and prices as the Engineer may fix as per the Contract (in case of item not mentioned in Bill of Quantities).
3. The rates and prices entered in the priced Bill of Quantities shall, except insofar as it is otherwise provided under the contract include all costs of contractor's plant, labour, supervision, materials, execution, insurance, profit, taxes and duties, together with all general risks, liabilities and obligations set out or implied in the contract. Furthermore all duties, taxes and other levies payable by the contractor under the contract, or for any other cause, as on the date 14 days prior to deadline for submission of Bids in case of ICB/NCB respectively, shall be included in the rates and prices and the total bid price submitted by the bidder.
4. A rate or price shall be entered against each item in the priced Bill of Quantities, whether quantities are stated or not. The cost of items against which the contractor will have failed to enter a rate or price shall be deemed to be covered by other rates and prices entered in the Bill of Quantities and shall not be paid separately.
5. The whole cost of complying with the provisions of the Contract shall be included in the items provided in the priced Bill of Quantities, and where no items are provided, the cost shall be deemed to be distributed among the rates and prices entered for the related items of the works.
6. General directions and description of work and materials are not necessarily repeated nor summarised in the Bill of Quantities. References to the relevant sections of the bidding documents shall be made before entering prices against each item in the priced Bill of Quantities.
7. Provisional sums included and so designated in the Bill of Quantities shall be expended in whole or in part at the direction and discretion of the Engineer in accordance with sub-clause 13.5 of Part I, General Conditions of Contract.

BILL OF QUANTITIES (SAMPLE)

B. Work Items. (Road /PHE Work)*

1. The Bill of Quantities contains the following Bills and Items:

Bill No. 1. Earth Work & Bed Excavation of Sakro Branch from RD 0.00 To 163.00

Bill No. 2. Repair of Regulators in Sakro Branch

Bill No. 3. Repair of Residential Colony in Sakro Sub-division, Mirpur Sakro.

Day work Schedule
Summary Bill of Quantities

2. Bidders shall price the Bill of Quantities in Pakistani Rupees only.

**NAME OF WORK LINING OF SAIAN HAIDRI MINOR FROM RD 0+00
TO 15+00**

SUMMARY OF PROJECT

S #	DESCRIPTION	AMOUNT
1	Earth work Lining of Saian Hyderi Minor from RD.0.0 to 15.00 (Part-1)	
2	Lining of Saian Hyderi Minor from RD.0.0 to 15.00 (Part-2)	
3	Tempory outlets for. Lining of saian Hyderi Minor from Rd.0.0 to 15.0.(Part-C).	
4	New Construction of open type modules along Saian Hyderi from RD.0.0 to 15.0 (Part-D).	
5	Construction / Repair village Road Bridge along Saian Hyderi at RD.6 & 9 (Part-E).	
6	Repair of X-Regulator along Indo Distry at RD.30.0 and Construction of Retaining wall (Part-F).	
7	Repair of Doragha Landhi along Saian Hyderi at RD. 0.0 to 15.0 (Part-G)	
8	Repair of Head Regulator along Saian Hyderi Minor at RD.0.0 (Part-H)	
	Total Rs.	

CONTRACTORS.


Executive Engineer
Sakro Division M.Sakro

**NAME OF WORK EARTH WORK OF LINING OF SAIAN HADRI MINOR FROM
RD.0+00 TO 15+000**

SCHEDULE "B" (PART-"A")

Diversion of Chanal

QUANTITY	S.No.	ITEMS	RATE	UNIT	AMOUNT / Rs
900,000 Sft	1	Jungle Clearance & removing with in 100 ft (a) light	75.63	% 0 Sft	68,067.00
375,250 Cft	2	Earth work Excavation in irrigation channels , drains etc dresserd to designed section grades and profiles excavated material disposed off and dressed 50 ft (a) Ordinary soil	2,420.0	% 0 Cft	908,105.00
2,799,750 Cft	3	Borrowpit' excavation undressed lead upto 100 ft. Ordinary Soil)	2,117.5	% 0 Cft	5,928,470.63
2,799,750 Cft	4	Carriage of 100 Cft / 5 tons of all materials like stone aggregate, spawl, coal, lime, surkhi etc. BG rail fastening points and crossing bridge girders pipes sheets rails, MS bars etc or 1000 Nos. Of briks 10"x5"x3" or 1000 Nos of titles 12"x6"x2 or 150 Cft or timber or any other means owned by the contractor (Lead allowed 3 miles) (Page#1, 1-1)	579.41	% Cft	16,222,031.48
3,175,000 0 Cft	5	Earth work compaction (Soft Ordinary or hard Soil) (b) laying earth in 6" layers leveling dressing and watering for compaction etc complete.	263.00	% 0 Cft	835,025.00
227 Chain	6	Making Boundary or service road i/c degbeling leveling and dressing in unploughed land from 10' to 20' wide.	453.75	P.Chain	103,001.00
20.66 P.Acre	7	Ploughing 3 items P.No.103 Item No.41	1,769.63	P.Acre	365.61
5,000 Sft	8	Constructing Groynes double upto 10' height avenge lead 1 mile.	2,663.65	% Sft	133,182.50
3,175,000 Cft	9	Rehandling of Earth work.	1,058.75	% 0 Cft	3,361,531.25
Total: -					27,559,779.46

Contactor


Executive Engineer
Sakro Division,
Mirpursakro

**NAME OF WORK LINING OF SAIAN Haidri MINOR
FROM RD 0+00 TO 15+00**

SCHEDULE "B" (PART-B)

LINED CHANNELS

S #	Quantity	Item Of Work	Rate	Unit	Amount
1	3197325.00 Cft	Barrow pit excavation undressed lead up to 100 feet	2117.50	%0 Cft	6770335.7
2	474215.00 Cft	Earth work excavation irrigation channels drains ect dressed to designed section grades and profile excavated material disposed off and dressed within 50ft.lead	2420.00	%0 Cft	1147600.3
3	3197325.00 Cft	Carriage of 100Cft 5 tons of all materials like stone aggregate, wpawl, coal, Lime. Surkhi etc. B.G Rail fastening points and crossing bridge, Girders, Pipes Sheets Rail, M.S Bars etc of 1000 Nos. bricks, 10"x5"x3" or 1000 Nos. tiles 12"x6x2" or 150 Cft of timber or 1000 Maunds of fuel wood by trucks or any other means owned by the contractors upto 3 miles.	579.41	% Cft	18525621
4	3197325.00 Cft	Earth work compaction (soft ordinary or hard soil) laying earth in 6 inches layers leveling dressing and watering for compaction etc.	263.00	%0 Cft	840896.5
5	3197325.00 %0 C	Earth work compaction by sheep foot and power roller with optimum moisture content for 90% modified AASHO desity	2650.23	%0 Cft	8473646.6
6		Cement Plaster 1.5" thick Ratio 1:6			
	102797.00 Cft	(a) Bed & Berms	1800.12	% Cft	1850469.4
	168780.00 Cft	(b) On Slopes	2011.87	% Cft	3395634.2

S #	Quantity	Item Of Work	Rate	Unit	Amount
7		Cement concrete plain i/c placing, compaction, curing. and finishing with out shuttering ratio 1:2:4			
	26075.00 <i>Cft</i>	(a) Bed & Berms	13789.32	% <i>Cft</i>	3595565.2
	42195.00 <i>Cft</i>	(b) On Slopes	14227.95	% <i>Cft</i>	6003483.5
8	20504.00 <i>Sft</i>	Erection and removal of centering for RCC of plain cement concrete work for partal wood.	3127.41	% <i>Sft</i>	641244.1
9	26007.00 <i>Pft</i>	Filling Expansion Joints one inch wide with bitumen sand and saw dust.	22.69	<i>Pft</i>	590098.8
Total Amount					51834595.1

Contactor


Executive Engineer
 Sakro Division
 Mirpursakro

**NAME OF WORK TEMPORARY OUTLET FOR LINING OF SAIAN HYDERI
MINOR FROM RD 0+0 TO 15+0**

SCHEDULE "B" (PART-C)

Quantity	S #	Item Of Work	Rate	Unit	Amount
3920.00 Cft	1	Excavation in foundation of building bridge & other Structure i/c degbelling dressing Refilling earth watering ramming lead upto One chain and lift upto 5th in ordinary	3176.25	%0 Cft	12450.9
1512.00 Cft	2	Erection and removal of enterering for R.C.C or Plain cement concrete work of partial wood. (ii) Vertical	12595.00	% Cft	190436.4
308.00 Cft	3	Cement Concrete Plain i/c Placing Compacting finishing and curing complete i/c Screening and washing at stone Aggregate without Ratio 1:3:6	25321.00	% Cft	77988.7
924.00 Cft	4	Cement Concrete Plain i/c Placing Compacting finishing and curing complete i/c Screening and washing at stone Aggregate without Ratio 1:2:4	18535.08	% Cft	171264.1
924.00 Cft	5	Pacca Brick work other than building i/c Striking of joints upto 20feet Height in 1:4	14429.25	% Cft	133326.3
280 P-Rft 280 P-Rft	6	Providing laying and fixing spigot and socket R.C.C pipe class M(BSS011) Intrenches. (a) 12" dia (a) 18' dia	250 425	P-Rft P-Rft	70.000 119000
448 P Cwt 112 P Cwt	7	Removing Pipe Outlet refilling earth and puddng. (a) Portion under bank. (a) Portion under bank road beyond bank.	50/42 18/91	P Cwt	22588 2118
14.Nos. Each	8	Providing and fixing steel frme along with steel plate, lock, and locking arrangement.	3,194.93	Each	44729.0
Total Amount					607704.0
Cost of one outlet			607704	14	8507856

Contactor


Executive Engineer
 Sakro Division
 Mirpur Sakro

**NEW CONSTRUCTION OF OPEN TYPE MODULES
ALONG SAIAN HYDERI MINOR FROM RD.0.0 TO 15.00**

SCHEDULE "B" (PART-D)

S #	Quantity	Per	Item Of Work	Rate	Per	Amount
1	121.00	cft	Dismantaling cement concrete reinforced separating from concrete cleaning and strengthening the same 10)	5445.00	%cft	6588.5
2	390.00	cft	Dismantaling brick work in lime cement or mortar	1285.63	%cft	5014.0
3	40.00	cft	Dismantaling cement concrete plain 1:2:4	3327.50	%cft	1331.0
4	2264.00	Cft	Excavation in foundation of building bridge & other Structure i/c degbelling dressing Refilling earth watering ramming lead upto One chain and lift upto 5th in ordinary	3176.25	% 0 cft	7191.0
5	533.00	cft	Cement Concrete Plain i/c Placing Compacting finishing and curing complete i/c Screening and washing at stone Aggregate without Ratio 1:2:4	14429.25	%cft	76907.9
6	150.00	cft	Cement Concrete Plain i/c Placing Compacting finishing and curing complete i/c Screening and washing at stone Aggregate without Ratio 1:3:6	12595.00	%cft	18892.5
7	139.65	cft	Brick work in foundation and plint cement sand mortar ratio 1:4	12501.00	%cft	17457.6
8	260.18	cft	Brick work in foundation and plint cement sand mortar ratio 1:4	12899.70	%cft	33562.7
9	2580.00	cft	Erection and removal of enterering for R.C.C or Plain cement concrete work of partial wood. (ii) Vertical	7000.00	%cft	180600.0

S #	Quantity	Per	Item Of Work	Rate	Per	Amount
10	49.00	Cft	R.C.C work including all labour and materials except the cost of steel reinforcement and its labour for bending and binding which will be paid seperately this rate also include all kinds of forms moulds lifting shuttering kind of forms moulds lifting shuttering curing rendering and fisnishing the exposed surface I/C screening and washing of shingle (a) R.C.C work in roof slab beams columns, rafts, linlets and other structural members laid in situ or precast laid in positin. complete in all respect.	337.00	P.cft	16513.0
11	1.50	Cwt	Fabrication of mild steel reinforcement for cement concrete including cutting bending laying in position making joints and fastening including cost of binding wire (also includes removal of rust from bars).	4820.20	P.Cwt	7230.3
12.	340.00	Sft	Cement plaster 3/4" thick ratio 1:3	2795.30	% Sft	9504.0
13	1.00	Each	Providing and installation of gauges at	891.23	Each	891.2
14	14.00	Each	Construction of gauges at each	804.00	Each	11256.0
15	15.00	Each	Restoration of RDS marker post as per	520.50	Each	7807.5
16	15.00	Each	Construction of Bench marks	136.84	Each	2052.6
17.	14.00	Each	Providing and fixing steel frame along	3194.93	Each	44729.0
Total						447528.9
Cost of one outlet				447529	14	6265406.

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Executive Engineer
 Sakro Division
 Mirpursakro

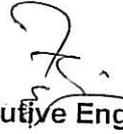
**CONSTRUCTION / REPAIR VILLAGE ROAD BRIDGE ALONG SAIAN HYDERI AT RD.6.0
& 9.0**

SCHEDULE-B (PART-E)

Quantity	S #	Item Of Work	Rate	Unit	Amount
3482.00 Cft	1	Excavation in foundation of building bridge & other Structure i/c degbelling dressing Refilling earth watering ramming lead upto One chain and lift upto 5th in ordinary (S.I.No: 18 P-5)	3176.25	%0 Cft	11059.7
714.00 Cft	2	C.C plain i/c placing compacting finishing and curing complete (i/c screening and washing of stone aggregate without shuttering) ration 1:3:6 (S.I.No 5, P-7)	12595.00	% Cft	89928.3
1434.50 Cft	3	Coursed rubble masonry i/c hammer Dressing in foundation and plinth in cement Sand mortar ratio 1:6 (S.I.No 2, P-32)	25321.00	% Cft	363229.7
1329.00 Cft	4	Masonry hammer dressed in super Structure in cement sand mortar ration 1:6 (S.I.No 4, P-33)	18535.08	% Cft	246331.2
269.50 Cft	5	C.C plain i/c placing compacting finishing and curing complete (i/c screening and washing of stone aggregate without shuttering) ration 1:2:4 (S.I.No 59, P-17)	14429.25	% Cft	38886.8
324.0 Cft	6	R.C.C work i/c all labour and material and except the cost of steel reinforcement and its labour for bending & binding which will be paid separately. This rate also includes all kinds off forms modules lighting shuttering curing rending and finishing the Exposed surface (i/c screening and washing and single) (a) R.C.C work in roof,slabs, beam, columns, Rafts, line tellsand other structural members laid in situ or pre-cast laid in position complete in all respect ratio (1:2:4) lbs Cement 2cft sand 4 cft shingle 1/8" to 1/4" Gauge. (S.I.No 6, P-19)	337.00	Cft	109188.0

Quantity	S #	Item Of Work	Rate	Unit	Amount
17.36 P Cwt	7	Fabrication of mild steel reinforcement of mild steel reinforcement for cement concrete i/c cutting, bending, laying in position making joints and fastening i/c Cost of binding wire (also includes removal and rust from bars) (S.I.No 7, P-20)	4820.20	P Cwt	83664.9
702.00 % Sft	8	Cement pointing flush on stone work in Mortar 1:3 (S.I.No 20, P-59)	1062.33	% Sft	7457.6
20000.00 Cft	9	Borrowpit excavation undressed lead upto 100ft (a) Ordinary soil (S.I.No 3 (a), P-1)	2117.50	%0 Cft	42350.0
20000.00 Cft	10	Dressing and leveling of earthwork designed section etc complete. (b) ordinary or hard soil. (S.I.No 11 (b), P-3)	187.55	%0 Cft	3751.0
Total Amount					995847.2
Cost of one Bridge			995847	2	1991694

CONTRACTOR


 Executive Engineer
 Sakro Division
 Mirpur Sakro

**NAME OF WORK REPAIR OF X-REGULATOR ALONG INDO
DISTRY AT RD.30.0 AND CONSTRUCTION OF RETAINING WALL**

SCHEDULE "B" (PART-F)

S #	Quantity	Per	Item Of Work	Rate	Per	Amount
1	430.00	cft	Dismantling cement concrete reinforced separating from concrete cleaning and strengthening the same 10)	5445.00	%cft	23413.5
2	240.00	cft	Dismantling brick work in lime cement or mortar	1285.63	%cft	3085.5
3	22400.00	cft	Excavation in foundation of building bridge & other Structure i/c degbelling dressing Refilling earth watering ramming lead upto One chain and lift upto 5th in ordinary	3176.25	% 0 cft	71148.0
4	8400.00	cft	Cement Concrete Plain i/c Placing Compacting finishing and curing complete i/c. Screening and washing at stone Aggregate without Ratio 1:3:6	12595.00	%cft	1057980.0
5	8800.00	cft	Pacca Brick work in foundation and plint cement sand mortar ratio 1:4	12501.41	%cft	1100124.1
6	21470.00	cft	Pacca Brick work other than building including striking of joints upto 20 ft height ratio 1:4	12899.70	%cft	2769565.6
7	1121.00	cft	Cement Concrete Plain including placing compacting finishing and curing complete including screening and washing at stone aggregate without Ratio:1:2:4	14429.25	%cft	161751.9
8	23.30	Cwt	Fabrication of mild steel reinforcement for cement concrete including cutting bending laying in position making joints and fastening including cost of binding wire (also includes removal of rust from bars).	4820.20	P.Cwt	112310.7

S #	Quantity	Per	Item Of Work	Rate	Per	Amount
9	430.00	Cft	R.C.C work including all labour and materials except the cost of steel reinforcement and its labour for bending and binding which will be paid seperately this rate also include all kinds of forms moulds lifting shuttering kind of forms moulds lifting shuttering curing rendering and fisnishing the exposed surface I/C screening and washing of shingle (a) R.C.C work in roof slab beams columns, rafts, linlets and other structural members laid in situ or precast laid in positin complete in all respect.	337.00	P.cft	144910.0
10	9816.00	Sft	Cement plaster 3/4" thick ratio 1:3:6	2795.30	% Sft	274386.6
11	2.00	Nos	Designing Fabrication / manufacturing / replacment and erection of verticial and erection of vertical double srew gates of Ms sheet 8mm girders channels angels etc of required size with operation device viz.crew road bross nut & top brackets channels driving shfat handles etc paining oiling cartage of material of etc complete with one year warranty period of operation	793182.00	Nos.	1586364.0
Total						7305039.9

Contactor


Executive Engineer

Sakro Division
Mirpursakro

**NAME OF WORK REPAIR OF DAROGHA LANDHI ALONG SAIAN
HYDERI MINOR FROM RD.0.0 TO 15.0**

SCHEDULE "B" (PART-G)

S #	Quantity	Per	Item Of Work	Rate	Per	Amount
1	271.21	cft	Dismantling cement concrete reinforced separating from concrete cleaning and strengthening the same 10)	5445.00	%cft	14767.4
2	1290.76	Sft	Removing cement or lime plaster	121.00	% Sft	1561.8
3	271.21	Cft	R.C.C work including all labour and materials except the cost of steel reinforcement and its labour for bending and binding which will be paid seperately this rate also include all kinds of forms moulds lifting shuttering kind of forms moulds lifting shuttering curing rendering and fisnishing the exposed surface I/C screening and washing of shingle (a) R.C.C work in roof slab beams columns, rafts, linlets and other structural members laid in situ or precast laid in positin complete in all respect.	337.00	P.cft	91397.8
4	14.52	Cwt	Fabrication of mild steel reinforcement for cement concrete including cutting bending laying in position making joints and fastening including cost of binding wire (also includes removal of rust from bars).	4820.20	P.Cwt	69989.3
5	375.00	cft	Cement Concrete Plain incuding placing compacting finishing and curing complete including screening and washing at stone aggregate without Ratio:1:2:4	14429.25	%cft	54109.7
6	1179.52	Sft	Cement plaster 3/4" thick ratio 1:4	3015.76	% Sft	35571.5
7	403.68	Sft	Providing and laying 1" thick topping cement concrete (1:2:4) i/c surface finishing and dividing into panels	4411.82	% Sft	17809.6
8	363.66	Sft	White washing © Three coats	829.95	% Sft	3018.2
9	2560.66	Sft	Distempering © Three Coats	1079.65	% Sft	27646.2
10	184.17	Sft	Brushing and scraping blister of old paints from wood work	151.25	% Sft	278.6
11	2671.90	Sft	Paint old surface © painting doors and windowns any type (i) first coat	657.91	% Sft	17578.7
12	76.08	Sft	Galvanized wire fixed to chowkats with 3/4" thick wood strip and screw	345.53	P.Sft	26287.9

S #	Quantity	Per	Item Of Work	Rate	Per	Amount
13	1.00	No.	S & F Bath room accessories set (7 piece) i/c towel rack brush, holders, soap tray shelf of approved design i/c cost of screws nuts etc complete (Master brands)	10322.40	Each	10322.4
14	7500.00	Cft	Borrowpit excavation undressed lead upto 100 ft. (a) Ordinary soil	2117.50	% 0 Cft	15881.3
15	7500.00	Cft	Dressing & leveling of earth work to designed section etc complete (b) ordinary soil or hard soil	187.55	% 0 Cft	1406.6
Total						387626.9
Cost of one Bridge				387626.9	3	1162880.72

Contractor


Executive Engineer
 Sakro Division
 Mirpursakro

**NAME OF WORK REPAIR HEAD REGULATOR ALONG SAIAN HYDERI
MINOR RD 0.0**

SCHEDULE-B (PART-H)

S #	Quantity	Item Of Work	Rate	Per	Amount
1	257.50	Dismanting Brick Work in lime or cement Mortor.(S.I.No.13 P-10)	1285.63	%cft	3310.5
2	783.00	Pacca Brick work other than building Including striking of joints upto 20feet Height in 1:4 .(S.I.No.7 (C) P-21)	12899.70	%cft	-101004.7
3	137.00	Cement Concrete Plain incuding placing compacting finishing and curing complete including screening and washing at stone aggregate without Ratio:1:2:4 (S.I.No.5 (f) P-15)	14429.25	%cft	19768.1
4	397.00	Cement plaster 3/4" Thick 1:3:6 (S.I.No.10 (C) P-51)	3056.62	%cft	12134.8
5	2.0 Nos.	Desiganing fabrication / manufacturing /Replacement and erection of vertical and eection of vertical double screw gates of M.S sheet 8mm girders channels angles etc of Required size with operation device Viz crew Road bross nut & top brackets channels driving shaft handles etc painting oiling cartage of Material of etc complete with one year warranty period of operation.	819163.00	2.0 Nos.	819163.0
*Total Amount					955381.0

CONTRACTOR


Executive Engineer
 Sakro Division
 Mirpursakro

BILL OF QUANTITIES

C. Day work Schedule

General

1. Reference is made to Sub-Clause 13.6 of the General Conditions of Contract. Work shall not be executed on a day work basis except by written order of the Engineer. Bidders shall enter basic rates for day work items in the Schedules, which rates shall apply to any quantity of day work ordered by the Engineer. Nominal quantities have been indicated against each item of day work, and the extended total for day work shall be carried forward to the bid price.

Day work Labour

2. In calculating payments due to the contractor for the execution of day work, the actual time of classes of labour directly doing the day work ordered by the Engineer and for which they are competent to perform will be measured excluding meal breaks and rest periods. The time of gangers (charge hands) actually doing work with the gang will also be measured but not the time of foreman or other supervisory personnel.
3. The contractor shall be entitled to payment in respect of the total time that labour is employed on day work, calculated at the basic rates entered by him in the Schedule of day work Rates for labour together with an additional percentage, payment on basic rates representing the contractor's profit, overheads, etc., as described below:
 - a) the basic rates for labour shall cover all direct costs to the contractor, including (but not limited to) the amount of wages paid to such labour, transportation time, overtime, subsistence allowances and any sums paid to or on behalf of such labour for social benefits in accordance with Pakistan law. The basic rates will be payable in local currency only; and
 - b) the additional percentage payment to be quoted by the bidder and applied to costs incurred under (a) above shall be deemed to cover the contractor's profit, overheads, superintendence, liabilities and insurances and allowances to labour time keeping and clerical and office work; the use of consumable stores, water, lighting and power; the use and repair of stagings, scaffolding, workshops and stores, portable power tools, manual plant and tools; supervision by the contractor's staff, foremen and other supervisory personnel; and charges incidental to the foregoing.

SCHEDULE OF DAYWORK RATES

I. Labour

Item No.	Description	Unit	Nominal Quantity	Rate (Rs) inFigure	Rate (Rs) inWords	Extended Amount (Rs.)
1	2	3	4	5	6	7
D101	Ganger	Hr	500			
D102	Labourer	Hr	5,000			
D103	Brick layer	Hr	500			
D104	Mason	Hr	500			
D105	Carpenter	Hr	500			
D106	Steel work Erector	Hr	500			
	-----etc-----	Hr	500			
D113	Driverforvehicleupto10 tons	Hr	1,000			
D114	Operator for excavator, dragline, shovel or crane	Hr	500			
D115	Operator for tractor, (tracked)withdozerbladeor ripper	Hr	500			
D122	<p style="text-align: right;">SubTotal</p> <p>Allow 35% percent ofsubtotal for Contractor'soverhead, profit, etc, inaccordancewith Paragraph 3(b)of Daywork Schedule</p> <p>Total forDaywork:Labour :</p> <p>(Carried forward to Daywork Summary)</p>					

Day work Material

4. The contractor shall be entitled to payment in respect of materials used for day work (except for materials for which the cost is included in the percentage addition to labour costs as detailed heretofore), at the basic rates entered by him in the Schedule of Day work Rates for materials together with an additional percentage payment on the basic rates to cover overhead charges and profit, as follows:

- a) the basic rates for materials shall be calculated on the basis of the invoiced price, freight, insurance, handling expenses, damage, losses, etc., and shall provide for delivery to store for stockpiling at the site. The basic rates shall be stated in local currency but payment will be made in the currency or currencies expended upon presentation of supporting documentation;
- b) the additional percentage payment shall be quoted by the bidder and applied to the equivalent local currency payments made under Sub-Para(a) above; and
- c) the cost of hauling materials used on work ordered to be carried out as Day work from the store or stockpile on the site to the place where it is to be used will be paid in accordance with the terms for Labour and Constructional Plant in this Schedule.

II. Materials

Item No.	Description	Unit	Nominal Quantity	Rate (Rs) in Figure	Rate (Rs) in Words)	Extended Amount (Rs.)
1	2	3	4	5	6	7
D201	Cement, ordinary Portland or equivalent in bags	M: Ton	200			
D202	Mild Steel reinforcing bar up to 16mm diameter to BS 4449 or equivalent	M: Ton	100			
D203	Fine aggregate for concrete as specified in Clause _____	Cu: M	1,000			
D204	-----etc-----					
D222	Gelignite (Noble Special Gelatine 60% or equivalent) including caps, fuse, wire and requisite accessories	M: Ton	10			
D223	<p style="text-align: center;">SubTotal</p> <p>Allow 35% percent of subtotal for Contractor's overhead, profit, etc., in accordance with Paragraph 4(b) of Daywork Schedule</p> <p>Total for Daywork: Materials</p> <p>(Carried forward to Daywork Summary)</p>					

DAYWORK

Summary (Day Work)

		Amounts* (Rs.)
(i)	Total for day work: Labour	
(ii)	Total for day work: Materials	
(iii)	Total for day work: Constructional Plant	
Total for day work (Carried forwarded to Summary Bill of Quantities)		

PROPOSED CONSTRUCTION SCHEDULE

Pursuant to Sub-Clause 8.2 of the General Conditions of Contract, the works shall be completed on or before the date stated in Appendix-A to Bid. The bidder shall provide as Appendix-E to Bid, the Construction Schedule in the bar chart (CPM, PERT or any other to be specified herein) showing the sequence of work items and the period of time during which he proposes to complete each work item in such a manner that his proposed programme for completion of the whole of the works and parts of the works may meet procuring agency's.

Description

Time for Completion

1) Whole works

Upto June 2017

METHOD OF PERFORMING THE WORK

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

1. Organization Chart indicating head office and field office personnel involved in management and supervision, engineering, equipment maintenance and purchasing.
2. Mobilization in Pakistan, the type of facilities including personnel accommodation, office accommodation, provision for maintenance and for storage, communications, security and other services to be used.
3. The method of executing the works, the procedures for installation of equipment and machinery and transportation of equipment and materials to the s

LIST OF MAJOR EQUIPMENT – RELATED ITEMS

[The bidder will provide on Sheet 2 of this Appendix a list of all major equipment and related items, under separate heading for items owned, to be purchased or to be arranged on lease by him to carry out the works. The information shall include make, type, capacity, and anticipated period of utilization for all equipment which shall be in sufficient detail to demonstrate fully that the equipment will meet all requirements of the Specifications.]

LIST OF MAJOR EQUIPMENT

Owned Purchased or Leased	Description of Unit (Make, Model, Year)	Capacity HP Rating	Condition	Present Location or Source	Date of Delivery at Site	Period of Work on Project
1	2	3	4	5	6	7
a. Owned						
b. To be Purchased						
c. To be arranged on Lease						

CONSTRUCTION CAMP AND HOUSING FACILITIES

The Contractor in accordance with Clause 6 of the Conditions of Contract shall provide description of his construction camp's facilities and staff housing requirements.

The contractor shall be responsible for pumps, electrical power, water and electrical distribution systems, and sewerage system including all fittings, pipes and other items necessary for servicing the contractor's construction camp.

The bidder shall list or explain his plans for providing these facilities for the service of the contract as follows:

1. Site Preparation (clearing, land preparation, etc.).
2. Provision of Services.
 - a) Power (expected power load, etc.).
 - b) Water (required amount and system proposed).
 - c) Sanitation (sewage disposal system, etc.).
3. Construction of Facilities
 - a) Contractor's Office, Workshop and Work Areas (areas required and proposed layout, type of construction of buildings, etc.).
 - b) Warehouses and Storage Areas (area required, type of construction and layout).
 - c) Housing and Staff Facilities (Plans for housing for proposed staff, layout, type of construction, etc.).
4. Construction Equipment Assembly and Preparation (detailed plans for carrying out this activity).
5. Other Items Proposed (Security services, etc.).

LIST OF SUBCONTRACTORS

I/We intend to subcontract the following parts of the work to subcontractors. In my/our opinion, the subcontractors named hereunder are reliable and competent to perform that part of the work for which each is listed.

Enclosed are documentation outlining experience of subcontractors, the curriculum vitae and experience of their key personnel who will be assigned to the contract, equipment to be supplied by them, size, location and type of contracts carried out in the past.

Part of Works (Give Details)	Subcontractor (With Complete Address)
1	2

ESTIMATED PROGRESS PAYMENTS

Bidder's estimate of the value of work which would be executed by him during each of the periods stated below, based on his Programme of the works and the Rates in the Bill of Quantities, expressed in Pakistani Rupees:

Quarter/ Year / Period	Amounts (in thousands)
1	2
1 st Quarter	
2 nd Quarter	
3 rd Quarter	
4 th Quarter	
5 th Quarter	
6 th Quarter	
7 th Quarter	
8 th Quarter	
Bid Price	

ORGANIZATION CHART
FOR THE
SUPERVISORY STAFF AND LABOUR

(INTEGRITY PACT)

DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC; PAYABLE BY CONTRACTORS.

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 times 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]

FORMS

**BID SECURITY
PERFORMANCE SECURITY**

CONTRACT AGREEMENT

**MOBILIZATION ADVANCE GUARANTEE
INDENTURE BOND FOR SECURED ADVANCE**

BID SECURITY
(Bank Guarantee)

Security Executed on _____ (Date)

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

Name of Principal (Bidder) with Address _____

Penal Sum of Security Rupees. _____ (Rs. _____)

Bid Reference No. _____

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the bid and at the request of the said Principal (Bidder) we, the Surety above named, are held and firmly bound unto _____

(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 Bidder has submitted the accompanying bid dated _____ for Bid No. _____ for _____ (Particulars of Bid) to the said Procuring Agency; and

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

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

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

(3) that in the event of failure of the successful bidder to execute the proposed Contract Agreement for such work and furnish the required Performance Security, the entire said sum be paid immediately to the said procuring agency pursuant to Clause 15.6 of the Instruction to bidders for the successful bidder's failure to perform.

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

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

notice of which shall be sent by the procuring agency by registered post duly addressed to the Surety at its address given above.

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

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

SURETY (Bank)

WITNESS:

Signature

1.

Name

Title

Corporate Secretary (Seal)

Corporate Guarantor (Seal)

2.

Name, Title & Address

**FORM OF PERFORMANCE SECURITY
(Bank Guarantee)**

Guarantee No. _____
Executed on _____
Expiry date _____

[Letter by the Guarantor to the Procuring Agency]

Name of Guarantor (Bank) with address: _____
(Scheduled Bank in Pakistan)

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 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 49, Defects Liability, of Conditions of Contract are fulfilled.

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

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

(66)

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 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-bounden 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. _____

Signature _____

Name _____

Corporate Secretary (Seal)

Title _____

2. _____

Name, Title & Address Corporate Guarantor (Seal)

FORM OF CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT (hereinafter called the "Agreement") made on the _____ day of _____ (month) 20____ between

(hereafter called the "Procuring Agency") of the one part and

_____ (hereafter called the "Contractor") of the other part.

WHEREAS the Procuring Agency is desirous that certain works, viz _____

should be executed by the Contractor and has accepted a bid by the Contractor for the execution and completion of such works and the remedying of any defects therein.

NOW this Agreement 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 Contract Agreement;
 - (b) The Letter of Acceptance;
 - (c) The completed Form of Bid;
 - (d) Special Stipulations (Appendix-A to Bid);
 - (e) The Special Conditions of Contract – Part II;
 - (f) The General Conditions – Part I;
 - (g) The priced Bill of Quantities (Appendix-D to Bid);
 - (h) The completed Appendices to Bid (B, C, E to L);
 - (i) The Drawings;
 - (j) The Specifications.
 - (k) _____ (any other)
3. In consideration of the payments to be made by the procuring agency to the Contractor as 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 with the provisions of the contract.
4. 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 Agreement to be executed on the day, month and year first before written in accordance with their respective laws.

Signature of the Contactor Signature of Procuring Agency

(Seal) (Seal)

Signed, Sealed and Delivered in the presence of:

Witness: Witness:

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

MOBILIZATION ADVANCE GUARANTEE

Bank Guarantee No. _____ Date _____
 WHEREAS _____ (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 Rupees _____ (Rs _____) 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 mobilization advance for the performance of his obligations under the said Contract.

AND WHEREAS, _____ (Scheduled Bank in Pakistan) (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 fulfilment of any of his obligations for which the advance payment is made, the Guarantor shall be liable to the procuring agency for payment not exceeding the aforementioned amount. Notice in writing of any default, of which the procuring agency shall be the sole and final judge, on the part of the Contractor, shall be given by the procuring agency to the Guarantor, and on such first written demand, payment shall be made by the Guarantor of all sums then due under this Guarantee without any reference to the Contractor and without any objection. This Guarantee shall remain in force until the advance is fully adjusted against payments from the Interim Payment Certificates of the Contractor or until _____ whichever is earlier.

(Date) _____
 The Guarantor's liability under this Guarantee shall not in any case exceed the sum of Rupees _____ (Rs _____).

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

GUARANTOR

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

WITNESS

- 1. _____
- Corporate Secretary (Seal)

- 2. _____

(Name Title & Address)

Corporate Guarantor (Seal)

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
..... 20..... 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 (B), the said works signed by the contractor
Fin R. Form.17.A

Onand 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. RS.
.....) so advanced by the Government to the Contractor as aforesaid and all or any further sum or sums which may be advanced as aforesaid shall be employed by the contractor in or towards expending the execution of the said works and for no other purpose whatsoever.
- (2) That the materials detailed in the said Running Account Bill (B) which have been offered to and accepted by (he Government as security for the said amount are absolutely by the 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 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 greater degree than is due to reasonable use and wear thereof Contractor will forthwith replace the same with other materials of like quality 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) That 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 Contractor's Bill for such payment by deducting there from in the value of the said materials (then actually used in the construction and in respect of which recovery has not been made previously the value for this purpose being determined in respect of each description of material at the rates at which the amount of the advances made under these presents were calculated.
- (7) 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 of 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 there with the Government may at any time thereafter adopt all or any of following courses as it may deem best;

- (a) Seize and utilize the said materials or any part thereof in the completion of the said works on behalf of the Contractor in accordance with the provisions in that behalf contained in the said agreement debiting the Contractor with the actual cost of effecting such completion the amount due in respect of advances under these presents and crediting the Contractor with the value of work done as he had carried it out in accordance with the said agreement and at the rates thereby provided. If the balance is against the Contractor he is to pay the same to the Government on demand.
 - (b) Remove and sell by public auction the seized materials or any part thereof and out of the 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 said advance shall not be payable.
- (10) That in the event of any conflict between the provisions of these presents and the said agreement the provisions of these presents shall prevail and in the event of any dispute or difference arising over the construction or effect of these presents the settlement of which has not been hereinbefore expressly provided for the same shall be referred to the Superintending Engineer/Executive District Officer/Officer one grade higher to officer signed the agreement Circle whose..... decision shall be final and the provisions of the Arbitration Act 1940 for the time being in force so far as they are applicable shall apply to any such reference.

Signed, sealed and delivered by:

In the presence of

1st witness

SEAL

2nd witness

Notes on the Conditions of Contract

The Conditions of Contract comprise two parts:

(a) Part I General Conditions of Contract

(b) Part II Special Conditions of Contract

Over the years, a number of "model" General Conditions of Contract have evolved. The one used in these Standard Bidding Documents was prepared by the International Federation of Consulting Engineers (Federation International des Ingenieurs-Conseils, or FIDIC), and is commonly known as the FIDIC Conditions of Contract. (The used version is the harmonized Edition March 2006).

The FIDIC Conditions of Contract have been prepared for an ad measurement (unit price or unit rate) type of contract, and cannot be used without major modifications for other types of contract, such as lump sum, turnkey, or target cost contracts.

The standard text of the General Conditions of Contract chosen must be retained intact to facilitate its reading and interpretation by bidders and its review by the procuring agency. Any amendments and additions to the General Conditions, specific to the contract in hand, should be introduced in the Particular Conditions of Contract.

The use of standard conditions of contract for all civil works will ensure comprehensiveness of coverage, better balance of rights or obligations between procuring agency and Contractor, general acceptability of its provisions, and savings in time and cost for bid preparation and review, leading to more economic prices.

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

* Add the following text if the bidding documents, as issued, do not include a copy:

"Copies of the FIDIC Conditions of Contract can be obtained from: To request such permission please contact:

FIDIC CASE POSTALE, CH-1215 Switzerland;

Tel. +41 22 799 49 00;

Fax; +41 22 799 49 01

E-mail: fidic@fidic.org.

CONDITIONS OF CONTRACT FOR CONSTRUCTION

PART – I: GENERAL CONDITIONS OF CONTRACT FOR BUILDING AND ENGINEERING WORKS DESIGNED BY THE EMPLOYER

Multilateral Development Bank Harmonised Edition March 2006

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FEDERATION INTERNATIONALE DES INGENIEURS-CONSEILS
INTERNATIONAL FEDERATION OF CONSULTING ENGINEERS
INTERNATIONALE VEREINIGUNG BERATENDER INGENIEURE FEDERACION
INTERNACIONAL DE INGENIEROS CONSULTORES



"Copies of the FIDIC Conditions of Contract can be obtained from:

FIDIC CASE POSTALE, CH-1215 Switzerland;

Tel: +41 22 799 49 00;

Fax: +41 22 799 49 01

E-mail: fidic@fidic.org.

Definitions listed alphabetically

1.1.4.1	Accepted Contract Amount	1.1.4.7	Interim Payment Certificate
1.1.2.11	Bank	1.1.6.5	Laws
1.1.3.1	Base Date	1.1.1.3	Letter of Acceptance
1.1.1.9	Bill of Quantities	1.1.1.4	Letter of Tender
1.1.2.12	Borrower	1.1.4.8	Local Currency
1.1.3.2	Commencement Date	1.1.5.3	Materials
1.1.1.1	Contract	1.1.2.1	Party
1.1.1.2	Contract Agreement	1.1.4.9	Payment Certificate
1.1.1.10	Contract Data	1.1.3.8	Performance Certificate
1.1.4.2	Contract Price	1.1.6.6	Performance Security
1.1.2.3	Contractor	1.1.5.4	Permanent Works
1.1.6.1	Contractor's Documents	1.1.5.5	Plant
1.1.5.1	Contractor's Equipment	1.1.4.10	Provisional Sum
1.1.2.7	Contractor's Personnel	1.1.4.11	Retention Money
1.1.2.5	Contractor's Representative	1.1.1.7	Schedules
1.1.4.3	Cost	1.1.1.9	Schedule, Payment Currencies
1.1.6.2	Country	1.1.5.6	Section
1.1.2.9	DB	1.1.6.7	Site
1.1.3.9	day	1.1.1.5	Specification
1.1.1.9	Day work Schedule	1.1.4.12	Statement
1.1.3.7	Defects Notification Period	1.1.2.8	Subcontractor
1.1.1.6	Drawings	1.1.3.5	Taking-Over Certificate
1.1.2.2	Employer	1.1.5.7	Temporary Works
1.1.6.3	Employer's Equipment	1.1.1.8	Tender
1.1.2.6	Employer's Personnel	1.1.3.6	Tests after Completion
1.1.2.4	Engineer	1.1.3.4	Tests on Completion
1.1.2.10	FIDIC	1.1.3.3	Time for Completion
1.1.4.4	Final Payment Certificate	1.1.6.8	Unforeseeable
1.1.4.5	Final Statement	1.1.6.9	Variation
1.1.6.4	Force Majeure	1.1.5.8	Works
1.1.4.6	Foreign Currency	1.1.3.9	year
1.1.5.2	Goods		

PART II - SPECIAL CONDITIONS OF CONTRACT

1.1 Definitions

1.1.1.4 "Form of Bid" is synonymous with "Letter of Tender".

1.1.1.5 "Bid" is synonymous with "Tender".

1.1.1.10 "Bidding" is synonymous with "contract". The following paragraph is added:

1.1.1.11 "Programme" means the programme to be submitted by the contractor in accordance with Sub-Clause 8.3 and any approved revisions thereto.

1.1.2.2 "Employer" is synonymous with "Procuring Agency"

1.1.2.9 "DB" is synonymous with "Committee".

1.1.3.1 Replace 28 days by 7 days in LCB and 15 days in ICB..

1.1.3.7 "Defects notification Period" is synonymous with "Defects liability Period".

1.15 Inspections and Audit by the Bank

Deleted

3.1 Engineer's Duties and Authority.

The following paragraph is added after duties:

Procuring agency shall ensure that the Engineer's Representative/Staff is a professional engineer as defined in the Pakistan Engineering Council Act 1975 (V of 1976)

4.3 Contractor's Representative

The following text is to be added after last line:

The contractor's authorized representative and his other professional engineers working at site shall register themselves with the Pakistan Engineering Council.

6.10 Records of Contractor's Personnel and Equipment

The following paragraph is added:

The Contractor shall, upon request by the Engineer at any time in relation to any item (92) of hired Contractor's Equipment, forthwith notify the Engineer in writing the name and address of the Owner of the equipment and shall certify that the agreement for the hire thereof contains a provision in accordance with the requirements set forth above. The following sub-clause 7.9 is added in (GCC):

7.9 Use of Pakistani Materials and Services

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

8.1 Commencement of Works

The last para is deleted and substituted with the following:

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

8.3 Programme

The following text is to be added after [Commencement of Works]

The programme shall be submitted in the either form of:

- a) Bar Chart identifying the critical activities.
 - b) Critical Path Method (CPM) identifying the critical path/activities.
 - c) Program Evaluation and Review Techniques (PERT).
- (Procuring Agency to select appropriate one)*

8.11 Prolonged Suspension

Replace 84 days by 120 days.

13.1 Right to Vary

In the last line of Para, after the word "Variation", the word "in writing" is added.

13.3 Variation procedure

In the tenth line, after the words "as soon as practicable" following is added: "and within a period not exceeding one-eighth of the completion time"

14.1 The Contract Price

Sub-para (d) is deleted.

14.2 Advance Payment

The Text is deleted and replaced with following: Advance Payment/Mobilization Advance shall be made available to the Contractor by the procuring agency on following conditions:

Mobilization Advance/Advance Payment

- (i) Mobilization advance up to 10 % of the Contract Price may be paid by the procuring agency to the Contractor on the works costing Rs2.5 million or above on following conditions:
 - a. on submission by the Contractor of a mobilization advance guarantee for the full amount of the advance in the specified form, from a Scheduled Bank / Insurance Company in Pakistan (AA Rated), acceptable to the procuring agency;
 - b. contractor shall pay interest on the mobilization advance at the rate of 10% per annum on the advance; and
- (ii) This Advance including the interest shall be recovered in 5 equal installments from the 5 R.A bills and in case the number of bills is less than 5 then 1/5 of the advance inclusive of the interest 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.

14.5 Plants and Materials intended for Works

Add the following paragraph as sub-clause 14.5 (d) for Secured Advance on non – perishable materials and sub-clauses (a), (b) and (c) will be applicable for plants only:

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

- (i) The materials are in accordance with the specifications for the permanent works;
 - (ii) Such materials have been delivered to the site and are properly stored and protected against loss or damage or deterioration to the satisfaction and verification of the Engineer/Assistant Engineer but at the risk and cost of the Contractor;
 - (iii) The Contractor's records of the requirements, orders, receipts and use of materials are kept in a form approved by the Engineer, and such records shall be available for inspection by the Engineer;
 - (iv) The Contractor shall submit with his monthly statement the estimated value of the materials on site together with such documents as may be required by the Engineer for the purpose of valuation of materials and providing evidence of ownership and payment therefore; (94)
 - (v) Ownership of such materials shall be deemed to vest in the procuring agency and these materials shall not be removed from the site or otherwise disposed of without written permission of the procuring agency;
 - (vi) The sum payable for such materials on site shall not exceed 75 % of the (i) landed cost of imported materials, or (ii) ex-factory / ex-warehouse price of locally manufactured or produced materials, or (iii) market price of stands other materials;
 - (vii) Secured Advance shall not be allowed unless and until the previous advance, if any, is fully recovered;
 - (viii) Detailed account of advances must be kept in part II of running account bill or a separate statement; and
 - (ix) Secured Advance may be permitted only against materials/quantities anticipated to be consumed / utilized on the work within a period of 3 months from the date of issue of secured advance and in no case for full quantities of materials for the entire work/contract.
- (II) Recovery of Secured Advance:
Secured Advance paid on non-perishable materials to the Contractor under the above provisions shall be effected from the monthly payments on actual consumption basis, but not later than period specified in the rules not more than three months (even if unutilized);

14.8 Delayed Payment

Second Para is replaced with following text:

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

15.2 Termination by Employer

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

Provided further, that in addition to the action taken by the procuring agency against the Contractor under this Clause, the procuring agency may also refer the case of default of the Contractor to Pakistan Engineering Council for punitive action under the Construction and Operation of Engineering Works Bye-Laws 1987, as amended from time to time.

15.6 Corrupt and fraudulent Practices.

The following text is to be added as 3rd paragraph:

Successful Contractor has to provide Integrity Pact (for contracts worth Rs.10.0 million and above). If the Contractor or any of his Subcontractors, agents or servants is found to have violated or involved in violation of the Integrity Pact signed by the Contractor as Appendix-L to his Bid, then the procuring agency shall be entitled to:

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

The termination under sub-para (b) of this Sub-Clause shall proceed in the manner prescribed under sub-clauses 15.2 & 15.5 and the payment under Sub-Clause 15.4 shall be made after having deducted the amounts due to the procuring agency under Sub-Para (a) and (c) of this Sub-Clause.

16.4 Payment on Termination

Sub-paragraph (c) is deleted.

17.3 Employer's/ Procuring Agency's Risks

Sub-Clause 17.3 (h) is deleted.

The following text is added in Clause 18.1 (GCC):

18.1 General Requirements for Insurance

The contractor shall be obliged to place all insurances relating to the contract (including, but not limited to, the insurances referred to in Clauses 18.1,18.2,18.3,18.4) with Insurance Company having at least AA rating from PACRA/JCR in favour of the Employer//Procuring Agency valid for a period 28 days after beyond the Bid Validity date. Costs of such insurances shall be borne by the contractor.

19.6 Optional Termination, Payment and release by the Employer

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

20.6 Arbitration

Text will be replaced as under;

Any dispute in respect of which:

- (a) the decision, of the Dispute Board has not become final and binding pursuant to subclause 20.2, and
- (b) amicable settlement has not been reached within the period stated in sub-clause 20.5, shall be finally settled, under the provisions of the Arbitration Act, 1940 as amended or any statutory modification/Rules of Conciliation And Arbitration PEC Islamabad or re-enactment thereof for the time being in force.

The place of arbitration shall bein Sindh Province.

General Conditions

General Provisions

1.1 Definitions

In the Conditions of Contract ("these Conditions"), which include Particular Conditions, Parts A and B, and these General Conditions, the following words and expressions shall have the meanings stated. Words indicating persons or parties include corporations and other legal entities, except where the context requires otherwise.

1.1.1

The Contract 1.1.1.1 "Contract" means the Contract Agreement, the Letter of Acceptance, the Letter of Tender, these Conditions, the Specification, the Drawings, the Schedules, and the further documents (if any) which are listed in the Contract Agreement or in the Letter of Acceptance.

1.1.1.2 "Contract Agreement" means the contract agreement, referred to in Sub-Clause 1.6 [Contract Agreement].

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

1.1.1.4 "Letter of Tender" means the document entitled letter of tender or letter of bid, which was completed by the Contractor and includes the signed offer to the Employer for the Works.

1.1.1.5 "Specification" means the document entitled specification, as included in the Contract, and any additions and modifications to the specification in accordance with the Contract. Such document specifies the Works.

1.1.1.6 "Drawings" means the drawings of the Works, as included in the Contract, and any additional and modified drawings issued by (or on behalf of) the Employer in accordance with the Contract.

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

1.1.1.8 "Tender" means the Letter of Tender and all other documents which the Contractor submitted with the Letter of Tender, as included in the Contract.

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

1.1.1.10 "Contract Data" means the pages completed by the Employer entitled contract data which constitute Part A of the Particular Conditions.

1.1.2 Parties and Persons

1.1.2.1 "Party" means the Employer or the Contractor, as the context requires.

1.1.2.2 "Employer" means the person named as employer in the Contract Data and the legal successors in title to this person.

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

1.1.2.4 "Engineer" means the person appointed by the Employer to act as the Engineer for the purposes of the Contract and named in the Contract Data, or other person appointed from time to time by the Employer and notified to the Contractor under Sub-Clause 3.4 [Replacement of the Engineer].

1.1.2.5 "Contractor's Representative" means the person named by the Contractor in the Contract or appointed from time to time by the Contractor under Sub-Clause 4.3 [Contractor's Representative], who acts on behalf of the Contractor.

1.1.2.6 "Employer's Personnel" means the Engineer, the assistants referred to in Sub-Clause 3.2 [Delegation by the Engineer] and all other staff, labour and other employees of the Engineer and of the Employer; and any other personnel notified to the Contractor, by the Employer or the Engineer, as Employer's Personnel.

1.1.2.7 "Contractor's Personnel" means the Contractor's Representative and personnel whom the Contractor utilises on Site, who may include the staff, labour and other employees of the Contractor and of each Subcontractor; and any other personnel assisting the Contractor in the execution of the Works.

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

1.1.2.9 "DB" means the person or three persons appointed under Sub-Clause 20.2 Appointment of the Dispute Board] or Sub-Clause 20.3 [Failure to Agree on the Composition of the Dispute Board].

1.1.2.10 "FIDIC" means the Federation International des Ingénieurs-Conseils, the international federation of consulting engineers.

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

1.1.2.12 "Borrower" means the person (if any) named as the borrower in the Contract Data.

1.1.3 Dates, Tests, Periods and Completion

1.1.3.1 "Base Date" means the date 28 days prior to the latest date for submission and completion of the Tender.

1.1.3.2 "Commencement Date" means the date notified under Sub-Clause 8.1 [Commencement of Works].

1.1.3.3 "Time for Completion" means the time for completing the Works or a Section (as the case may be) under Sub-Clause 8.2 [Time for Completion], as stated in the Contract

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

1.1.3.4 "Tests on Completion" means the tests which are specified in the Contract or agreed by both Parties or instructed as a Variation, and which are carried out under Clause 9 [Tests on Completion] before the Works or a Section (as the case may be) are taken over by the Employer.

1.1.3.5 "Taking-Over Certificate" means a certificate issued under Clause 10 [Employer's Taking Over].

1.1.3.6 "Tests after Completion" means the tests (if any) which are specified in the

Contract and which are carried out in accordance with the Specification after the Works or a Section (as the case may be) are taken over by the Employer.

1.1.3.7 "Defects Notification Period" means the period for notifying defects in the

Works or a Section (as the case may be) under Sub-Clause 11.1 [Completion of Outstanding Work and Remedying Defects], which extends over twelve months except if otherwise stated in the Contract Data (with any extension under Sub-Clause 11.3 [Extension of Defects Notification Period]), calculated from the date on which the Works or Section is completed as certified under Sub-Clause 10.1 [Taking Over of the Works and Sections].

1.1.3.8 "Performance Certificate" means the certificate issued under Sub-Clause 11.9 [Performance Certificate].

1.1.3.9 "day" means a calendar day and "year" means 365 days.

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

1.1.4.2 "Contract Price" means the price defined in Sub-Clause 14.1 [The Contract Price], and includes adjustments in accordance with the Contract.

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

1.1.4.4 "Final Payment Certificate" means the payment certificate issued under Sub-Clause 14.13, [Issue of Final Payment Certificate].

1.1.4.5 "Final Statement" means the statement defined in Sub-Clause 14.11 [Application for Final Payment Certificate].

1.1.4.6 "Foreign Currency" means a currency in which part (or all) of the Contract Price is payable, but not the Local Currency.

1.1.4.7 "Interim Payment Certificate" means a payment certificate issued under Clause 14 [Contract Price and Payment], other than the Final Payment Certificate.

1.1.4.8 "Local Currency" means the currency of the Country.

1.1.4.9 "Payment Certificate" means a payment certificate issued under Clause 14

[Contract Price and Payment].

1.1.4.10 "Provisional Sum" means a sum (if any) which is specified in the Contract as a provisional sum, for the execution of any part of the Work or for the supply of Plant, Materials or services under Sub-Clause 13.5 [Provisional Sums].

1.1.4.11 "Retention Money" means the accumulated retention moneys which the Employer retains under Sub-Clause 14.3 [Application for Interim Payment Certificates] and pays under Sub-Clause

14.9 [Payment of Retention Money].

1.1.4.12 "Statement" means a statement submitted by the Contractor as part of an application, under Clause 14 [Contract Price and Payment], for a payment certificate. 1.1.5 Works and Goods

1.1.5.1 "Contractor's Equipment" means all apparatus, machinery, vehicles and other things required for the execution and completion of the Works and the remedying of any defects. However, Contractor's Equipment excludes Temporary Works, Employer's Equipment (if any), Plant, Materials and any other things intended to form or forming part of the Permanent Works.

1.1.5.2 "Goods" means Contractor's Equipment, Materials, Plant and Temporary Works, or any of them as appropriate.

1.1.5.3 "Materials" means things of all kinds (other than Plant) intended to form or forming part of the Permanent Works, including the supply-only materials (if any) to be supplied by the Contractor under the Contract.

1.1.5.4 "Permanent Works" means the permanent works to be executed by the Contractor under the Contract:

1.1.5.5 "Plant" means the apparatus, machinery and vehicles intended to form or forming part of the Permanent Works, including vehicles purchased for the Employer and relating to the construction or operation of the Works.

1.1.5.6 "Section" means a part of the Works specified in the Contract Data as a Section (if any).

1.1.5.7 "Temporary Works" means all temporary works of every kind (other than Contractor's Equipment) required on Site for the execution and completion of the Permanent Works and the remedying of any defects.

1.1.5.8 "Works" mean the Permanent Works and the Temporary Works, or either of them as appropriate. 1.1.6 Other Definitions

1.1.6.1 "Contractor's Documents" means the calculations, computer programs and other software, drawings, manuals, models and other documents of a technical nature (if any) supplied by the Contractor under the Contract.

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

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

Plant which has not been taken over by the Employer.

1.1.6.4 "Force Majeure" is defined in Clause 19 [Force Majeure].

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

1.1.6.6 "Performance Security" means the security (or securities, if any) under Sub-Clause 4.2 [Performance Security].

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

1.1.6.8 "Unforeseeable" means not reasonably foreseeable by an experienced contractor by the Base Date.

1.1.6.9 "Variation" means any change to the Works, which is instructed or approved as a variation under Clause 13 [Variations and Adjustments].

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

- (a) words indicating one gender include all genders;
- (b) words indicating the singular also include the plural and words indicating the plural also include the singular;
- (c) provisions including the word "agree", "agreed" or "agreement" require the agreement to be record in writing;
- (d) "written" or "in writing" means hand-written, type-written, printed or electronically made, and resulting in a permanent record; and
- (e) the word "tender" is synonymous with "bid", and "tenderer" with "bidder" and the words "tender documents" with "bidding documents". The marginal words and other headings shall not be taken into consideration in the interpretation of these Conditions. In these Conditions, provisions including the expression "Cost plus profit" require this profit to be one-twentieth (5%) of this Cost unless otherwise indicated in the Contract Data.

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

- (a) in writing and delivered by hand (against receipt), sent by mail or courier, or transmitted using any of the agreed systems of electronic transmission as stated in the Contract Data; and
- (b) delivered, sent or transmitted to the address for the recipient's communications as stated in the Contract Data. However:
 - (i) if the recipient gives notice of another address, communications shall thereafter be delivered accordingly; and
 - (ii) if the recipient has not stated otherwise when requesting an approval or consent, it may be sent to the address from which the request was issued.

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

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

1.4 Law and Language The Contract shall be governed by the law of the country or other jurisdiction stated in the Contract Data. The ruling language of the Contract shall be that stated in the Contract Data. The language for communications shall be that stated in the Contract Data. If no language is stated there, the language for communications shall be the ruling language of the Contract.

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

- (a) the Contract Agreement (if any),
- (b) the Letter of Acceptance,
- (c) the Tender,
- (d) the Particular Conditions - Part A,
- (e) the Particular Conditions - Part B,
- (f) these General Conditions,
- (g) the Specification,
- (h) the Drawings, and
- (i) the Schedules and any other documents forming part of the Contract.

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

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PART II - SPECIAL /PARTICULAR CONDITIONS OF CONTRACT

1.1 Definitions

1.1.1.4 "Form of Bid" is synonymous with "Letter of Tender".

1.1.1.5 "Bid" is synonymous with "Tender".

1.1.1.10 "Bidding" is synonymous with "contract".

The following paragraph is added:

1.1.1.11 "Programme" means the programme to be submitted by the contractor in accordance with

Sub-Clause 8.3 and any approved revisions thereto.

1.12.2 "Employer" is synonymous with "Procuring Agency" 1.1.2.9 "DB" is synonymous with "Committee".

1.1.3.1 Replace 28 days by 7 days in LCB and 15 days in ICB.

1.1.3.7 "Defects notification Period" is synonymous with "Defects liability Period".

1.15 Inspections and Audit by the Bank

Deleted

Procuring Agency can retain this clause with or without changes, in case of contracts under Project, Bank and donor's programme.

3.1 Engineer's Duties and Authority.

The following paragraph is added after duties:

Procuring agency shall ensure that the Engineer's Representative/Staff is a professional engineer as defined in the Pakistan Engineering Council Act 1975 (V of 1976)

4.3 Contractor's Representative

The following text is to be added after last line:

The contractor's authorised representative and his other professional engineers working at site shall register themselves with the Pakistan Engineering Council.

6.10 Records of Contractor's Personnel and Equipment

The following paragraph is added:

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

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

7.9 Use of Pakistani Materials and Services

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

8.1 Commencement of Works

The last para is deleted and substituted with the following:

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

8.11 Prolonged Suspension Replace 84 days by 120 days.

8.3 Programme

The following text is to be added after [Commencement of Works]

The programme shall be submitted in the either form of:

- a) Bar Chart identifying the critical activities.
- b) Critical Path Method (CPM) identifying the critical path/activities.
- c) Program Evaluation and Review Techniques (PERT).

(Procuring Agency to select appropriate one)

13.1 Right to vary

In the last line of Para, after the word "Variation", the word "in writing" is added.

13.3 Variation procedure

In the tenth line, after the words "as soon as practicable" following is added: "and within a period not exceeding one-eighth of the completion time"

13.8 Adjustment for changes in cost

This clause will be applicable for Foreign funded Project/ Schemes or ICB

Contracts (locally & foreign funded) only.

The following provision is added for Local funded Project/ Schemes/National Competitive Bidding Contracts:

The amounts payable to the Contractor, pursuant to Sub-Clause 14.6, shall be adjusted in respect of the rise or fall in the cost of materials only, and will be paid to the contractor on those items mentioned in the **Appendix-C (B)**.

Similarly reduction in the cost of these materials will also be recovered from the contractor accordingly

14.1 The Contract Price Sub-para (d) is deleted.

14.2 Advance Payment

The Text is deleted and replaced with following:

Advance Payment/Mobilization Advance shall be made available to the Contractor by the procuring agency on following conditions:

Mobilization Advance/Advance Payment

(i) Mobilization advance up to 10 % of the Contract Price may be paid by the procuring agency to the Contractor on the works costing Rs2.5 million or above on following conditions:

- a. on submission by the Contractor of a mobilization advance guarantee for the full amount of the advance in the specified form, from a Scheduled Bank in Pakistan, acceptable to the procuring agency;
- b. contractor shall pay interest on the mobilization advance at the rate of 10% per annum on the advance; and

(ii) This Advance including the interest shall be recovered in 5 equal installments from the 5 R.A bills and in case the number of bills is less than 5 then 1/5 of the advance inclusive of the interest 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.

14.5 Plants and Materials intended for Works

Add the following paragraph as sub-clause 14.5 (d) for Secured Advance on non – perishable materials and sub-clauses (a), (b) and (c) will be applicable for plants only :-

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

- (i) The materials are in accordance with the specifications for the permanent works;
- (ii) Such materials have been delivered to the site and are properly stored and protected against loss or damage or deterioration to the satisfaction and verification of the Engineer/Assistant Engineer but at the risk and cost of the Contractor;
- (iii) The Contractor's records of the requirements, orders, receipts and use of materials are kept in a form approved by the Engineer, and such records shall be available for inspection by the Engineer;

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

- (v) Ownership of such materials shall be deemed to vest in the procuring agency and these materials shall not be removed from the site or otherwise disposed of without written permission of the procuring agency;
- (vi) The sum payable for such materials on site shall not exceed 75 % of the (i) landed cost of imported materials, or (ii) ex-factory / ex-warehouse price of locally manufactured or produced materials, or (iii) market price of stands other materials;
- (vii) Secured Advance shall not be allowed unless and until the previous advance, if any, is fully recovered;
- (viii) Detailed account of advances must be kept in part II of running account bill or a separate statement; and
- (ix) Secured Advance may be permitted only against materials/quantities anticipated to be consumed / utilized on the work within a period of 3 months from the date of issue of secured advance and in no case for full quantities of materials for the entire work/contract.

(II) Recovery of Secured Advance:

Secured Advance paid on non-perishable materials to the Contractor under the above provisions shall be effected from the monthly payments on actual consumption basis, but not later than period specified in the rules not more than three months (even if unutilized);

14.8 Delayed Payment

Second Para is replaced with following text:

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

15.2 Termination by Employer

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

Provided further, that in addition to the action taken by the procuring agency against the Contractor under this Clause, the procuring agency may also refer the case of default of the Contractor to Pakistan Engineering Council for punitive action under the Construction and Operation of Engineering Works Bye-Laws 1987, as amended from time to time.

15.6 Corrupt and fraudulent Practices.

The following text is to be added as 3rd paragraph:

Successful Contractor has to provide Integrity Pact (for contracts worth

Rs. 10.0 million and above).

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

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

The termination under sub-para (b) of this Sub-Clause shall proceed in the manner prescribed under sub-clauses 15.2 & 15.5 and the payment under Sub-Clause 15.4 shall be made after having deducted the amounts due to the procuring agency under Sub-Para (a) and (c) of this Sub-Clause.

16.4 Payment on Termination

Sub-paragraph (c) is deleted.

17.3 Employer's/ Procuring Agency's Risks

Sub-Clause 17.3 (h) is deleted.

The following text is added in Clause 18.1 (GCC):

18.1 General Requirements for Insurance

The contractor shall be obliged to place all insurances relating to the contract (including, but not limited to, the insurances referred to in Clauses 18.1, 18.2, 18.3, 18.4) with Insurance Company having at least AA rating from PACRA/JCR in favour of the Employer//Procuring Agency valid for a period 28 days after beyond the Bid Validity date.

Costs of such insurances shall be borne by the contractor.

19.6 Optional Termination, Payment and release by the Employer

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

20.6 Arbitration

Text will be replaced as under;

Any dispute in respect of which:

- (a) *the decision, of the Dispute Board has not become final and binding pursuant to sub-clause 20.2, and*
- (b) *amicable settlement has not been reached within the period stated in sub-clause 20.5, shall be finally settled, under the provisions of the Arbitration Act, 1940 as amended or any statutory modification/Rules of Conciliation And Arbitration PEC Islamabad or re-enactment thereof for the time being in force.*

The place of arbitration shall be, in Sindh Province.

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

Annex PROCEDURAL RULES

Procuring Agency can retain these rules with or without changes, in case of contracts under Project, Bank and donor's programme.

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