



**Program Management Unit (PMU)  
Municipal Services Delivery Program (MSDP)  
P&D Department, Government of Sindh**

## **A&E Services for Jacobabad Water, Wastewater, and Solid Waste Infrastructure**

### **CONTRACT PACKAGE EM-11**

**Procurement and Installation of E&M Works**

#### **BIDDING DOCUMENTS**

#### **VOLUME - I**

**INVITATION FOR BIDS  
INSTRUCTIONS TO BIDDERS AND APPENDICES TO ITB  
FORM OF BID, SCHEDULES TO BID & PERFORMA  
SCHEDULE OF PRICES / BOQ  
PREAMBLE TO CONDITIONS OF CONTRACT  
CONDITIONS OF CONTRACT  
STANDARD FORMS**

**May - 2016**

**Issued to:** \_\_\_\_\_

**Dated:** \_\_\_\_\_



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# **INVITATION FOR BIDS**



# MSDP

Municipal Services Delivery Program  
P & D Department, Government of Sindh



## **NOTICE INVITING TENDER**

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

Grant No: \_\_\_\_\_

**Bid Reference No: EM-11 Procurement & Installation of  
E&M Works at Jacobabad**

1. The **Program Management Unit (PMU), Sindh MSDP; Planning & Dev. Department, Government of Sindh** has received a grant from the **USAID** towards the cost of improvement of water supply, waste water & solid waste infrastructure at Jacobabad and it is intended that part of the proceeds of the grant will be applied to eligible payments under the contract for **Package EM-11 Procurement & Installation of Electrical & Mechanical Works at Jacobabad**.
2. Procuring Agency invites sealed bids on item rate basis from Eligible Firms/Contractors licensed by the Pakistan Engineering Council (PEC) in the category **C-3 or above** for the works, necessarily having specialization in **CE-09 or CE-10, EE-04, EE-05 and ME-06**, having completed at least **two (2) projects of Procurement & Installation of Pumps** (having minimum capacity of 150 m<sup>3</sup>/hr.) in the past 10 years and registered with relevant tax authorities including Sindh Revenue Board (SRB).
3. The estimated cost of the works is **Rs. 154.00 Million** (approximately).
4. Bidders may purchase the Bidding Documents on payment of a non-refundable fee of **Rs. 3000/-** in shape of Call Deposit/Payee's Order/Demand Draft from the following office during working hours up to **29<sup>th</sup> June, 2016**:

**The Program Management Unit (PMU)  
USAID Sindh, Municipal Services Delivery Program  
House No. D-18, Block-2, Kehkashan, Clifton  
Karachi. Tel # 021-35810017-18**

Please note that the Bidding Documents will not be sent through post/courier. Bidding Documents can be downloaded from website of SPPRA [www.pprasingh.gov.pk](http://www.pprasingh.gov.pk) for review purpose only.

5. All bids must be accompanied by a bid security for a minimum amount of **2% of Bid Price** in Pak Rupees, either in the shape of Call Deposit, Demand Draft/Pay Order or Bank Guarantee and must be delivered to the above address at or before **11:00 AM, on 30<sup>th</sup> June, 2016**.
6. Bids will be opened at **11:30 AM** on the same day, in presence of the bidders or their authorized representatives who choose to attend at the same address. In case of emergency or holiday, then bids will be received and opened on next working day at the same time.
7. Pre-bid meeting will be held on **14<sup>th</sup> June, 2016** in the PMU office at **10:00 AM**. Site visit will be held on **6<sup>th</sup> June, 2016 at 10:30 AM** at the Site office of M/s AAA-TCI, near Saint John Grammar School, District Council Road, Jacobabad.

8. National Competitive Bidding Method (NCB) with **Single Stage One Envelope Procedure (Post Qualification)** will be adopted. The Post-Qualification requirements are mentioned in Appendix-B to Instructions to Bidders, Schedule-A to Bid and Schedule-I to Bid.
9. Procuring agency reserves the right to annul the bidding process and reject all bids or proposals, as per SPP Rules 2010.

**Program Director**  
**MSDP Sindh-USAID**  
**D-18, Block-2, Kehkashan, Clifton, Karachi**





**INSTRUCTIONS TO BIDDERS**  
**APPENDICES TO ITB**

## **INSTRUCTIONS TO BIDDERS**

(Note: These Instructions to Bidders 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 and Source of Funds**

##### **1.1 Scope of Bid**

The Program Management Unit (PMU), Sindh MSDP, P&D Department, Government of Sindh (hereinafter called “the Procuring Agency”) wishes to receive Bids for the following scope of work:

*Contract Package EM-11: Procurement and Installation of E&M Works for Municipal Services Delivery Program (MSDP) for the Improvement of Jacobabad Water, Wastewater and Solid Waste Infrastructure*

Bidders must quote for the complete scope of work. Any Bid covering partial scope of work will be rejected as non-responsive, pursuant to Clause IB.24.

##### **1.2 Source of Funds**

The procurement of all construction services for water, wastewater, and solid waste infrastructure in Jacobabad City will be the responsibility of the Program Management Unit (PMU) which has been established by Government of Sindh (GoS) whereas the USAID is providing the required funding to the Government of Pakistan for these services. Through the use of Fixed Amount Reimbursement Agreements (FARA), USAID will reimburse the Government of Sindh for the cost of these projects. The part of the funds will be used towards the cost of this project and to cover eligible payments under the Contract for the Works.

#### **IB.2 Eligible Bidders**

2.1 Bidding is open to all eligible bidders, as specified in Notice Inviting Tender.

#### **IB.3 Eligible Goods and Services**

3.1 All Goods & ancillary Services to be supplied under this Contract shall have their origin in Eligible countries as per Appendix ‘A’ to Instructions to Bidders and all expenditures made under the Contract will be limited to such Goods and Services.

3.2 For purpose of this Clause, “origin” means the place where the Goods are mined, grown or produced or from where the ancillary services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembling of components, a commercially recognized product results that is substantially different in

basic characteristics or in purpose or utility from its components.

- 3.3 The origin of Goods and Services is distinct from the nationality of the Bidder.

#### **IB.4 Cost of Bidding**

- 4.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid and the Procuring Agency will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the Bidding process.

### **B. BIDDING DOCUMENTS**

#### **IB.5 Contents of Bidding Documents**

- 5.1 In addition to Invitation for Bids, the Bidding Documents are those stated below, and should be read in conjunction with any Addendum issued in accordance with Clause IB.7.

#### **Volume - I**

1. Invitation for Bids
2. Instructions to Bidders with Appendices
3. Form of Bid & Schedules to Bid and Performa  
Schedules to Bid are the following:
  - i. Schedule A: Technical Data of Plant & Equipment Required
  - ii. Schedule B: Work to be performed by Subcontractors
  - iii. Schedule C: Proposed Programme of Works
  - iv. Schedule D: Deviations from Technical Provisions
  - v. Schedule E: Deviations from Contractual Conditions
  - vi. Schedule F: Method of Performing Works
  - vii. Schedule G: Proposed Organization
  - viii. Schedule H: Integrity Pact
  - ix. Schedule i: Financial Competence Evaluation Criteria

Performa are:

Performa P-1 Letter of available Credit Line through Bank  
Performa P-1 Current Contract Commitments  
Performa P-1 Details of required Key Technical Personnel

4. Schedule of Prices/BOQ
5. Preamble to Conditions of Contract
6. General Conditions of Contract: Part-I
7. Particular Conditions of Contract: Part-II
8. Standard Forms

Forms include the following:

- i. Form of Bid Security
- ii. Form of Contract Agreement
- iii. Form of Performance Security
- iv. Form of Bank Guarantee/Bond for Advance Payment

## **Volume - II**

### 9. Technical Specifications

## **Volume - III**

### 10. Drawings

## **Volume – IV**

### 11. Environmental Documentation Form (EDF)

- 5.2 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 Bidders own risk. Pursuant to Clause IB.24, Bids which are not substantially responsive to the requirements of the Bidding Documents will be rejected.

#### **IB.6 Clarification of Bidding Documents**

- 6.1 A prospective Bidder requiring any clarification(s) in respect of the Bidding Documents may notify the Procuring Agency in writing or by fax at the Procuring Agency's address indicated in the Invitation for Bids/NIT.

The Procuring Agency will examine the request for clarification of the Bidding Documents which it receives not later than Seven (7) days prior to the deadline for the submission of bids and if needed will issue the clarification/amendment of the Bidding Documents at least three (3) days before the date of submission of Bids (without identifying the source of enquiry) to all prospective Bidders who have purchased the Bidding Documents.

#### **IB.7 Amendment of Bidding Documents**

- 7.1 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 prospective Bidder, modify the Bidding Documents by issuing addendum.
- 7.2 Any addendum thus issued shall be part of the Bidding Documents pursuant to Sub-Clause 7.1 hereof, and shall be communicated in writing to all purchasers of the Bidding Documents. Prospective Bidders shall acknowledge receipt of each addendum in writing

to the Procuring Agency. The Bidder shall also confirm in the Form of Bid that the information contained in such addenda have been considered in preparing his Bid.

- 7.3 To afford prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Procuring Agency may at its discretion extend the deadline for submission of Bids in accordance with Clause IB.19.

## **C. PREPARATION OF BIDS**

### **IB.8 Language of Bid**

- 8.1 The Bid prepared by the Bidder and all correspondence and documents relating to the Bid, exchanged by the Bidder and the Engineer shall be written in the English language, provided that any printed literature furnished by the Bidder may be written in another language so long as accompanied by an English translation of its pertinent passages in which case, for purposes of interpretation of the Bid, the English translation shall govern.

### **IB.9 Documents Comprising the Bid**

- 9.1 The Bid prepared by the Bidder shall comprise the following components:
- a. Covering Letter
  - b. Form of Bid duly filled, signed and sealed, in accordance with Clause IB.17.
  - c. Schedules to Bid duly filled and signed, in accordance with the instructions contained therein.
  - d. Schedule of Prices/BOQ completed in accordance with Clauses IB.11 and IB.12.
  - e. Bid Security furnished in accordance with Clause IB.15.
  - f. Power of Attorney in accordance with Clause IB 17.5.
  - g. Joint Venture Agreement (if applicable).
  - h. Documentary evidence established in accordance with Clause IB.13 that the Bidder is eligible to Bid and is qualified to perform the Contract if its Bid is accepted.
  - i. Documentary evidence established in accordance with Clause IB.14 that the Plant and ancillary Services to be supplied by the Bidder are eligible Plant and Services and conform to the Bidding Documents.
  - j. Any other documents prescribed in Particular Conditions of Contract or Technical

Provisions to be submitted with the Bid.

**IB.10 Form of Bid and Schedules**

- 10.1 The Bidder shall complete, sign and seal the Form of Bid; Schedules to Bid and Schedule of Prices/BOQ furnished in the Bidding Documents and shall also enclose other information as detailed in Clause IB.9.

**IB.11 Bid Prices**

- 11.1 The Bidder shall fill up the Schedule of Prices/BOQ attached to these documents indicating the unit rates and prices of the Works to be performed under the Contract. Prices on the Schedule of Prices/BOQ shall be entered keeping in view the instructions contained in the Preamble to the Schedule of Prices/BOQ.
- 11.2 The Bidder shall fill in rates and prices for all items of the Works described in the Schedule of Prices/BOQ. 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 covered by rates and prices for other items in the Schedule of Prices/BOQ.
- 11.3 The Bidder's breakup of price components in accordance with Sub-Clause 11.1 above will be solely for the purpose of facilitating the comparison of Bids by the Procuring Agency and will not in any way limit its right to contract on any of the terms offered.
- 11.4 Unless otherwise stipulated in the Conditions of Contract, prices quoted by the Bidder shall remain fixed during the Bidder's performance of the Contract and not subject to variation on any account. When the Bidders are required to quote only fixed price(s), a Bid submitted with an adjustable price quotation will be treated as non-responsive, pursuant to Clause IB.24.
- 11.5 Any discount offered shall be valid for at least the period of validity of the Bid. A discount valid for lesser period shall be considered null and void.
- 11.6 The Bidder, by the act of submitting a Bid, acknowledges that he has inspected the Site of Works and determined the general characteristics and conditions. The Employer will not assume any responsibility for information, interpretations and deductions the Bidders may make from the information furnished by the Employer or the Engineer. No verbal agreement or conversation with any officer, employee or agent of the Employer or the Engineer before, during or after the execution of the Contract, shall effect or modify any of the terms or obligations contained in the Contract.
- 11.7 The attention of the Bidder is drawn to the fact that local regulations require special formalities to be complied with in connection with the ordering, purchasing and importing of materials from outside Pakistan. Bidder will be deemed to have obtained full information about all such matters and to have allowed in his Bid for all delays, additional costs and financing charges that may arise directly or indirectly there from.

- 11.8 Any neglect or failure on the part of the Bidder to obtain reliable information on the spot or elsewhere upon the foregoing or any other matters affecting the execution and completion of the Works, the rates, total amounts and the Contract shall not relieve the Bidder whose Bid is accepted from any risks or liabilities or from the responsibility of completing and handing over the works.
- 11.9 The rates and prices set down by the Bidder against all the items in the Bill of Quantities are to be the full inclusive value of the finished work described there-under and shall be deemed to include all costs of performing the Works including all taxes and duties, profits and costs of accepting the general risks, liabilities and obligations of every kind set forth or implied in the Contract.

#### **IB.12 Currencies of Bid**

- 12.1 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 shall bear all costs and risks for arranging the requirements of such currencies through his own resources.

#### **IB.13 Documents Establishing Bidder's Eligibility and Qualifications**

- 13.1 Pursuant to Clause IB.9, the Bidder shall furnish, as part of its Bid, documents establishing the Bidder's eligibility to Bid and its qualifications to perform the Contract if its Bid is accepted.
- 13.2 The documentary evidence of the Bidder's eligibility to Bid shall establish to the Procuring Agency's satisfaction that the Bidder, at the time of submission of its Bid is from an eligible source country as defined under Clause IB.2.
- 13.3 The documentary evidence of the Bidder's qualifications to perform the Contract if its Bid is accepted, shall establish to the Procuring Agency's satisfaction:
- a) that, in the case of a Bidder offering to supply Plant under the Contract which the Bidder did not manufacture or otherwise produce, the Bidder has been duly authorized by the Plant manufacturer or producer to supply the Plant to Pakistan;
  - b) that the Bidder/Manufacturer has the financial, technical and production capability necessary to perform the Contract; and
  - c) that, in the case of a Bidder not doing business within Pakistan the Bidder is or will be (if successful) represented by an agent in Pakistan equipped and able to carry out the Supplier's maintenance, repair and spare parts stocking obligations prescribed by the Conditions of Contract and/or Technical Provisions.
- 13.4 Bidders shall furnish documentary evidence of qualification on the Form "Evidence of Bidder's Capability" (Appendix B to these Instructions) including Technical Data of Plant

& Equipment required as per schedule A to Bid and Financial Competence Evaluation as per Schedule I to Bid.

#### 13.4 Joint Venture

In order for a Joint Venture to qualify:

- (a) At least one of the partners of joint venture shall satisfy the relevant experience criteria specified in Appendix-B to these Instructions.
- (b) All firms comprising the joint venture shall be legally constituted and shall meet the eligibility requirement of Sub-Clause 2.1 hereof.
- (c) All partners of the joint venture shall at all times and under all circumstances be liable jointly and severally to the Procuring Agency for the execution of the entire Contract in accordance with the Contract terms and conditions and a statement to this effect shall be included in the authorization mentioned under para (f) below as well as in the Form of Bid and Form of Contract Agreement (in case of a successful Bidder).
- (d) The Form of Bid, and in the case of successful Bidder, the Form of Contract Agreement, shall be signed so as to be legally binding on all partners.
- (e) 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.
- (f) The partner-in-charge shall be authorized to incur liabilities, receive payments and receive instructions for and on behalf of any or all partners of the joint venture.
- (g) 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.

- 13.6 The Bidder shall propose, in order of his priority; plant, equipment or goods of not more than two (2) Manufacturers. The Procuring Agency at his own jurisdiction will evaluate the plant, equipment or goods of only one of such Manufacturers.



#### **IB.14 Documents Establishing Plant's Eligibility and Conformity to Bidding Documents**

- 14.1 Pursuant to Clause IB.9, the Bidder shall furnish, as part of its Bid, documents establishing the eligibility and conformity to the Bidding Documents of all Plant and Services which Bidder proposes to perform under the Contract.
- 14.2 The documentary evidence of the Plant and Services eligibility shall establish to the Procuring Agency's satisfaction that they will have their origin in an eligible source country as defined under Clause IB.3. A certificate of origin issued at the time of shipment will satisfy the requirements of the said Clause.
- 14.3 The documentary evidence of the Plant and Services' conformity to the Bidding Documents may be in the form of literature, drawings and data and shall furnish:
- a. A detailed description of the Plant, essential technical and performance characteristics.
  - b. Complete set of technical information, description data, literature and drawings as required in accordance with Schedule A to Bid, Specific Works Data. Drawings and data submitted must be in sufficient detail and clarity to permit the Procuring Agency to verify compliance with the provisions of the Bidding Documents. This will include but not be limited to the following:
    - i. A sufficient number of drawings, diagrams, photographs, catalogues, illustrations and such other information as are necessary to illustrate clearly the significant characteristics such as general construction dimensions and other relevant information about the Plant to be furnished.
    - ii. The approximate weight and dimension of the main components, a brief description of the principal materials and fabrication processes to be used and recommended methods of assembly.
    - iii. Any other information which is required for evaluation purposes.
  - c. A clause-by-clause commentary on Technical Provisions, provided with the Bidding Documents, demonstrating the Plant's and Service's substantial responsiveness to those Specifications or a statement of deviations and exceptions to the provisions of the Technical Provisions as required in Schedule G to Bid.
- 14.4 For purpose of the commentary to be furnished pursuant to Sub-Clause 14.3(c) above, the Bidder shall note that standards for workmanship, material and equipment, and references to brand names or catalogue numbers, designated by the Engineer in the Technical Provisions are intended to be descriptive only and not restrictive. The Bidder may substitute alternative standards, brand names and/or catalogue numbers in its Bid, provided that it demonstrates to the Engineer's satisfaction that the substitutions are

substantially equivalent or superior to those designated in the Technical Provisions. Copies of the standards proposed by the Bidder other than those specified in the Bidding Documents shall be furnished.

#### **IB.15 Bid Security**

- 15.1 Each Bidder shall furnish, as part of his Bid, a Bid Security for an amount of 2% of the Bid Price in Pak Rupees or an equivalent amount in any 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 favor of the Procuring Agency valid for a period twenty eight (28) days beyond the bid validity date. The bank guarantee for bid security shall be acceptable in the manner as provided in Standard Form of Bid Security.
- 15.3 The Bid Security is required to protect the Procuring Agency against the risk of Bidder's conduct which would warrant the security's forfeiture, pursuant to Sub-Clause 15.7 hereof.
- 15.4 Any Bid not accompanied by an acceptable Bid Security shall be rejected by the Procuring Agency as non-responsive, pursuant to Clause IB.24.
- 15.5 The Bid securities of unsuccessful Bidders will be returned upon award of contract to the successful Bidder or on the expiry of validity of Bid Security whichever is earlier.
- 15.6 The Bid Security of the successful Bidder will be returned when the Bidder has furnished the required Performance Security, pursuant to Clause IB.34 and signed the Contract Agreement, pursuant to Clause IB.35.
- 15.7 The Bid Security may be forfeited:
  - a. if a Bidder withdraws his Bid during the period of Bid validity;
  - b. if a Bidder does not accept the correction of his Bid Price, pursuant to Sub-Clause 24.2 hereof; or
  - c. in the case of a successful Bidder, if he fails to:
    - i. furnish the required Performance Security in accordance with Clause IB.34, or
    - ii. sign the Contract Agreement, in accordance with Clause IB.35.

#### **IB.16 Validity of Bids**

- 16.1 Bids shall remain valid for 90 days after the date of Bid opening as prescribed in Clause

IB.19.

- 16.2 In exceptional circumstances, prior to expiry of original Bid validity period, the Procuring Agency may request the Bidders to extend the period of validity for a specified additional period which shall in no case be more than the original Bid validity period. The request and the responses thereto shall be made in writing. A Bidder may refuse the request without forfeiture of his Bid Security. A Bidder agreeing to the request will be required to extend the validity of his Bid Security for the period of the extension, and in compliance with Clause IB.15 in all respects.

**IB.17 Format and Signing of Bid**

- 17.1 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.
- 17.2 All Schedules to Bid are to be properly completed and signed.
- 17.3 No alteration is to be made in the Form of Bid nor in the Schedules thereto except in filling up the blanks as directed. If any alteration be made or if these instructions be not fully complied with, the Bid may be rejected.
- 17.4 Each Bidder shall prepare one (1) Original and (2) Copies of the documents comprising the bid as described in Clause IB.9 and clearly mark them "ORIGINAL" and "COPY" as appropriate. In the event of discrepancy between them, the original shall prevail.
- 17.5 The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign (in the case of copies, Photostats are also acceptable). This shall be indicated by submitting a written Power of Attorney authorizing the signatory of the Bidder to act for and on behalf of the Bidder. All pages of the Bid including appendices, addenda, corrigenda, clarifications, and supplementary information as issued shall be initialed and stamped by the authorized person(s) signing the bid.
- 17.6 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, in which case such corrections shall be initialed by the person or persons signing the Bid. Each correction shall be separately signed and stamped. Over-writing, erasures, use of whitening fluid, correction tape for making corrections is not permitted. Non compliance of these instructions may be construed as sufficient ground to render the Bid non-responsive.
- 17.7 Bidders shall indicate in the space provided in the Form of Bid their full and proper 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.

Bids shall be prepared and submitted on the "Form of the Bid"

All blank spaces must be filled in and completed Form must be without interlineations or alterations of the original wording. Bids with incomplete and/or unsigned Form of Bid may be rejected /considered Non Responsive.

The Bidder shall stamp and sign each page of Bid Documents for the purpose of identification and acknowledgement of acceptance thereof.

The Bids must conform in all respects to the Bidding Documents.

- 17.8 Bidders should retain a copy of the Bidding Documents as their file copy.

## **D. SUBMISSION OF BIDS**

### **IB.18 Sealing and Marking of Bids**

- 18.1 Each Bidder shall submit his Bid as under:

- a) ORIGINAL and COPY of the Bid shall be separately sealed and put in separate envelopes and marked as such.
- b) The envelopes containing the ORIGINAL and COPIES will be put in one sealed envelope and addressed/identified as given in Sub-Clause 18.2 hereof.

- 18.2 The inner and outer envelopes shall;

- a) be addressed to the Procuring Agency at the address given in Sub-Clause 6.1 heretofore.
- b) bear the Project name, Contract No. and Date of opening of Bid.
- c) provide a warning not to open before the time and date for Bid opening.

- 18.3 The Bid shall be delivered in person or sent by registered mail at the address of the Procuring Agency as mentioned in the Invitation to Bids.

- 18.4 In addition to the identification required in Sub-Clause 18.2 hereof, the inner envelope shall indicate the name and address of the Bidder to enable the Bid to be returned unopened in case it is declared "late" pursuant to Clause IB.20.

- 18.5 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.19 Deadline for Submission of Bids**

- 19.1

- a) Bids must be received by the Procuring Agency at the address specified in Invitation for Bids not later than the time and date stipulated in the Invitation for Bids.

- 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.
- c) Where delivery of a Bid is by mail and the Bidder wishes to receive an acknowledgment of receipt of such Bid, he shall make a request for such acknowledgment in a separate letter attached to but not included in the sealed Bid package.
- d) Upon request, acknowledgment of receipt of Bids will be provided to those making delivery in person or by messenger.

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

19.3 The Procuring Agency may, at his discretion, extend the deadline for submission of Bids by issuing an addendum in accordance with Clause IB.7, in which case all rights and obligations of the Procuring Agency and the Bidders previously subject to the original deadline will thereafter be subject to the deadline as extended.

#### **IB.20 Late Bids**

- 20.1 (a) Any Bid received by the Procuring Agency after the dead line for submission of Bids prescribed in Clause IB.19 will be returned unopened to such Bidder.
- (b) Delays in the mail, delays of 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 determine the manner in which timely delivery of his Bid will be accomplished either in person, by messenger, courier service or by mail.

#### **IB.21 Modification, Substitution and Withdrawal of Bids**

- 21.1 Any Bidder may modify, substitute or withdraw his Bid after Bid submission provided that modification, substitution or written notice of the withdrawal is received by the Procuring Agency prior to the deadline for submission of Bids.
- 21.2 The modification, substitution or withdrawal of any Bid shall be prepared, sealed, marked and delivered in accordance with the provisions of Clause IB.18 with the outer and inner envelopes additionally marked "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL", as appropriate.
- 21.3 Withdrawal of a Bid during the interval between the deadline for submission of Bids and the expiration of the period of Bid validity specified in the Form of Bid may result in forfeiture of the Bid Security pursuant to Clause IB.15.

## **E. BID OPENING AND EVALUATION**

### **IB.22 Bid Opening**

- 22.1 A Procurement Committee will open and evaluate the Bids, including withdrawals, substitutions and modifications made pursuant to Clause IB.21, in the presence of Bidders' representatives who choose to attend, at the time, date and location stipulated in the Invitation for Bids.

The Bidders' representatives who are present shall sign in a register evidencing their attendance.

- 22.2 Envelopes marked "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL" shall be opened and read out first and the name of the Bidder shall be read out. Bids for which an acceptable notice of withdrawal has been submitted pursuant to Clause IB.21 shall not be opened.

- 22.3 The Bidder's name, Bid Prices, unit rates, any discount offered, Bid modifications, substitutions and withdrawals, the presence or absence of Bid Security, and such other details as the Procuring Agency at its discretion may consider appropriate, will be announced and recorded by the Procuring Agency at the Bid opening. The Procuring Agency will record minutes of Bid opening.

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

- 22.4 Discounts offered for lesser period than the Bid validity shall not be considered in evaluation.

### **IB.23 Clarification of Bids**

- 23.1 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.

### **IB.24 Preliminary Examination & Determination of Responsiveness of Bids**

- 24.1 Prior to the detailed evaluation of bids, pursuant to Clause IB.26,

- (a) the Engineer will examine the Bids to determine whether;
  - (i) the Bid is complete and does not deviate from the scope,
  - (ii) any computational errors have been made,
  - (iii) required securities have been furnished,

- (iv) each page of the documents have been properly signed and stamped,
  - (v) the Bid is valid till required period,
  - (vi) the Bid prices are firm during currency of contract if it is a fixed price bid,
  - (vii) completion period offered is within specified limits,
  - (viii) the Bidder/Manufacturer is eligible to Bid
  - (ix) the Bid does not deviate from basic technical requirements; and
  - (x) the Bids are generally in order.
- (b) A bid is likely not to be considered, if;
- (i) it is unsigned,
  - (ii) its validity is less than specified,
  - (iii) it is submitted for incomplete scope of work,
  - (iv) it indicates completion period later than specified,
  - (v) it indicates that Works and materials to be supplied do not meet eligibility requirements,
  - (vi) it indicates that Bid prices do not include the amount of income tax, sales tax etc.
  - (vii) indicating price adjustment
- (c) A bid will not be considered, if;
- (i) it is not accompanied with bid security,
  - (ii) it is submitted by a Bidder who has participated in more than one Bid,
  - (iii) it is received after the deadline for submission of Bids,
  - (iv) it is submitted through fax, telex, telegram or email,
  - (v) it indicates that prices quoted are not firm during currency of the contract whereas the Bidders are required to quote fixed price(s),
  - (vi) the Bidder refuses to accept arithmetic correction,
  - (vii) it is materially and substantially different from the Conditions/ Specifications of the Bidding Documents.

24.2 Prior to the detailed evaluation, pursuant to Clause IB.26 the Procuring Agency/Engineer will determine the substantial responsiveness of each Bid to the Bidding Documents. For purpose of these Clauses, a substantially responsive Bid is one which conforms to all the terms and conditions of the Bidding Documents without material deviations.

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. whose rectification/adoption would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids.

The Procuring Agency's /Engineer's determination of a Bid's responsiveness will be based on the contents of the Bid itself without recourse to extrinsic evidence.

- 24.3 A Bid determined as substantially non-responsive will be rejected and will not subsequently be made responsive by the Bidder by correction of the non-conformity.
- 24.4 Any minor informality or non-conformity or irregularity in a Bid which does not constitute a material deviation may be waived by the Procuring Agency, as long as the waiver does not prejudice or affect the relative ranking of any Bidder.

#### **IB.25 Correction of Errors**

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

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

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

#### **IB.26 Detailed Evaluation of Bids**

- 26.1 The Procuring Agency will evaluate and compare only the bids previously determined to be substantially responsive pursuant to Clause IB.24.
- 26.2 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.25;
  - b) Excluding Provisional Sums and the provision, if any, for contingencies in the Summary Bill of Quantities, but including competitively priced Day work (if any); and
  - c) Making an appropriate adjustment for any other acceptable variation or deviation.



- 26.3 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 Schedule of Prices/BOQ 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.34 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.

#### **IB.27. Domestic Preference**

Deleted

#### **IB.28 Process to be Confidential**

- 28.1 Subject to Clause 23 heretofore, no Bidder shall contact the Procuring Agency and/or the Engineer on any matter relating to its Bid from the time of the Bid opening to the time the Bid evaluation result is announced by the Procuring Agency. The evaluation result shall be announced at least ten (10) days prior to 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.
- 28.2 Any effort by a Bidder to influence the Procuring Agency and/or Engineer in the Bid evaluation, Bid comparison or Contract Award decisions may result in the rejection of his Bid. Whereas any Bidder feeling aggrieved may lodge a written complaint not later than fifteen (15) days after the announcement of the Bid evaluation result; however, mere fact of lodging a complaint shall not warrant suspension of the procurement process.

### **F. AWARD OF CONTRACT**

#### **IB.29. Post-Qualification**

- 29.1 The Procuring Agency will conduct Post Qualification of the **Lowest Evaluated Bidder** and determine whether the Bidder is qualified or not.
- 29.2 The determination will take into account the Bidder's financial, technical and production capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualification submitted under Appendix B to Instructions to Bidders "Evidence of Bidder's Capability" by the Bidder pursuant to Clause IB.13 and IB.14, along with Evaluation of Financial Competence of the Bidder as per Schedule-I to Bid.
- 29.3 An affirmative determination will be a pre-requisite for award of the Contract to the

lowest evaluated Bidder. A negative determination will result in rejection of that Bidder's Bid in which event; the Procuring Agency will proceed to undertake a similar determination of the next lowest evaluated Bidder's capabilities to perform the Contract satisfactorily.

### **IB.30 Award Criteria**

- 30.1 Subject to Clause IB.32, the Procuring Agency will award the Contract to the Bidder whose Bid has been determined to be substantially responsive to the Bidding Documents and who has offered the lowest evaluated Bid Price, provided that such Bidder has been determined to be qualified to satisfactorily perform the Contract in accordance with the provisions of Clause IB.29.

### **IB.31 Procuring Agency's Right to Vary Quantities**

- 31.1 Procuring Agency reserves the right at the time of award of Contract to increase or decrease the quantity (ies) of Plant/equipment and Services specified in the Schedule of Prices/BOQ without any change in the unit price or other terms and conditions. However, such increase/decrease in quantities shall not cause any change in the evaluated contract prices by more than 15%.

### **IB.32 Procuring Agency's Right to Accept any Bid and to Reject any or all Bids**

- 32.1 Notwithstanding Clause IB.30, the Procuring Agency reserves the right to accept or reject any Bid, and to annul the bidding process and reject all Bids, at any time prior to award of Contract, without thereby incurring any liability to the affected Bidders or any obligation to inform the affected Bidders of the grounds for the Procuring Agency's action except that the grounds for its rejection shall upon request be communicated, to any Bidder who submitted a Bid, without justification of grounds. Rejection of all Bids shall be notified to all Bidders promptly.
- 32.2 No negotiation with the Bidder having been evaluated as lowest responsive or any other Bidder shall be permitted. However, the Procuring Agency may have clarification meeting(s) to get clarified any item(s) in the Bid evaluation report.

### **IB.33 Notification of Award**

- 33.1 Prior to expiration of the period of Bid validity prescribed by the Procuring Agency, the Procuring Agency will notify the successful Bidder in writing ("Letter of Acceptance") that his Bid has been accepted. This letter shall name the sum which the Procuring Agency will pay 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").
- 33.2 The Letter of Acceptance 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.

- 33.3 Upon furnishing by the successful Bidder of a Performance Security, the Procuring Agency will promptly notify the other Bidders that their Bids have been unsuccessful and return their Bid securities.

**IB.34 Performance Security**

- 34.1 The successful Bidder shall furnish to the Procuring Agency a Performance Security in the form and the amount stipulated in the Conditions of Contract within a period of twenty eight (28) days after the receipt of Letter of Acceptance.
- 34.2 Failure of the successful Bidder to comply with the requirements of Sub-Clauses IB.34.1, IB.35 or Clause IB.44 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security.

**IB.35 Signing of Contract Agreement**

- 35.1 Within fourteen (14) days from the date of furnishing of acceptable Performance Security under the Conditions of Contract, the Procuring Agency will send to the successful Bidder the Form of Contract Agreement provided in the Bidding Documents, duly filled in and incorporating all agreements between the parties for signing and return it to the Procuring Agency.
- 35.2 The formal Agreement between the Procuring Agency and the successful Bidder shall be executed within fourteen (14) days of the receipt of such Form of Contract Agreement by the successful Bidder from the Procuring Agency.
- 35.3 Stamp duty at the rate enforced at the time of signing of Contract agreement shall be paid by the successful bidder. There shall be no separate payment for the refund of cost incurred by the successful bidder for executing the formal contract agreement.

**G. ADDITIONAL INSTRUCTIONS**

**IB.36 Instructions not Part of Contract**

- 36.1 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 Contract Documents**

- 37.1 The Documents which will be included in the Contract are listed in the Form of Contract Agreement set out in these Bidding Documents.

#### **IB.38 Sufficiency of Bid**

- 38.1 Each Bidder shall satisfy himself before bidding as to the correctness and sufficiency of his Bid and of the rates and prices entered in the Schedule of Prices/BOQ. Except insofar as it is otherwise expressly provided in the Contract, the rates and prices entered in the Schedule of Price/BOQ shall cover all his obligations under the Contract and all matters and things necessary for the proper completion of the Works.

#### **IB.39 One Bid per Bidder**

- 39.1 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 will be disqualified and Bids submitted by him shall not be considered for evaluation and award.

#### **IB.40 Bidder to Inform Himself**

- 40.1 The Bidder is advised to obtain for himself at his own cost and responsibility all information that may be necessary for preparing the Bid and entering into a Contract for execution of the Works. This shall include but not be limited to the following:
- a) inquiries on Pakistani Income Tax to the Commissioner of the Income Tax, Sales Tax etc.
  - b) inquiries on customs duties and other import taxes, to the concerned authorities of Customs and Excise Department.
  - c) information regarding port clearance facilities, loading and unloading facilities, storage facilities, transportation facilities and congestion at Pakistan seaports.
  - d) investigations regarding transport conditions and the probable conditions which will exist at the time the Plant will be actually transported.

#### **IB.41 Alternate Proposals by Bidder**

- 41.1 Alternate proposal by the Bidder is not allowed. Bidder has to submit only for specified scope of work.

#### **IB.42 Site Visit and Local Conditions**

- 42.1 The Bidder or his authorized representative shall visit and inspect the Site of Works including suitable areas in the vicinity and surroundings to be used for Contractor's Camp, on his own responsibility and at his own expense, and obtain all the required information from his own sources which may be necessary for the purpose of preparing the Bid. The Procuring Agency may assist but will not take any responsibility for the supply or correctness of the information.

The Bidder shall, before submitting his Bid, satisfy himself in all respects including but

not limited to the following:

- a) The existing facilities in the vicinity of the Site of Work, the hydrological, climatological and sub-surface conditions, the form and nature of the Site of Work.
- b) The quantities and nature of the work and availability of materials necessary for the completion of the Works.
- c) The means of access to the site of work and exit from the site.
- d) The availability of space for Contractor's Camp Facilities within or outside the site of work.
- e) All necessary information as to risks, contingencies and other circumstances, which may influence or affect the Bid.
- f) The type and nature of soil existing in area of work.
- g) The existing physical conditions at Site including any obstructions or restrictions affecting the execution of works.

Each Bidder shall also enquire and satisfy himself as to the source, the quantity of supply, the sufficiency of and the means of obtaining and transporting all plant, material, labor, fuel, water, electricity, and other matters or things required for or in connection with the Works.

In preparing the Bid, the Bidder shall also consider his obligation to adequately store all materials and maintain existing facilities and all Temporary Works during the period of his usage.

The Bidder must make local inquiries as to the physical conditions prevailing at the Site and obtain his own information on all matters and things that may in any way influence him in making a Bid and fixing the rates in the Bill of Quantities. He must also satisfy himself as to the risks, obligations and responsibilities to be undertaken in accordance to the Contract to be entered into by him should his Bid be accepted.

The Bidder shall make his own investigations, enquiries and assessments, on all matters, of all conditions of existing constructions at the site and its vicinity, to his satisfaction before submitting his bid.

All costs thus incurred on the above accounts shall be at the bidder's own expense.

#### **IB.43 Pre-Bid Meeting**

- 43.1 The Procuring Agency may, at his own or at the request of any prospective Bidder(s), 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 intimated through letter for invitation.

All prospective Bidders or their authorized representatives shall be invited to attend such a Pre-Bid meeting at their own expense.

- 43.2 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.

43.3 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.5.1 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.7 and not through the minutes of the pre-bid meeting.

43.4 Absence at the pre-bid meeting will not be a cause for disqualification of a bidder.

#### **IB.44 Integrity Pact**

44.1 The Bidder shall sign and stamp the Integrity Pact provided in Schedule-H to Bid in the Bidding Documents for all Federal Government procurement contracts exceeding Rupees ten million. Failure to provide such Integrity Pact shall make the Bid non-responsive.

#### **IB.45 General Performance of the Bidders**

45.1 The Procuring Agency reserves the right to obtain information regarding performance of the Bidders on their previously awarded contracts/works. The Procuring Agency may in case of consistent poor performance of any Bidder as reported by the Employers of the previously awarded contracts, interalia, reject his bid and/or refer the case to the Pakistan Engineering Council.

**NAME OF ELIGIBLE COUNTRIES**

All countries of the World with whom Islamic Republic of Pakistan has commercial ties.

### **EVIDENCE OF BIDDER'S CAPABILITY**

*[Note: Bidders to provide the following information with the Bid separately and indicate herein its references where this information is available.]*

<b>Sr.No.</b>	<b>Information to be Supplied</b>	<b>Bid References</b>
1.	Name of Bidder, business address and country of incorporation.	
2.	Type of firm whether individually owned, partnership, corporation or joint venture and the names of its owners or partners.	
3.	Audited Balance Sheets and Profit & Loss Statements for the last Two (2) years.	
4.	Letter of available credit line through bank for minimum <b>Rs.20 Million</b> on the format given in <b>Performa P-1</b> .	
5.	Details of projects under execution along with the value of outstanding works on the format given in <b>Performa P-2</b> . (for each partner, in case of a joint venture).	
6.	Names, qualifications and experience of the key technical personnel along with Resumes and PEC Certificate. Refer <b>Performa P-3</b> .	
7.	List of at least two projects of <b>Providing &amp; Installation of Pumps (having minimum capacity of 150 m<sup>3</sup>/hr.)</b> with cost, under taken over the past 10 years along with Completion Certificate.	



8. Banking reference, names of banks and addresses may be given to whom reference regarding financial capability of the Bidder may be made, with authority to make inquiries from the Bidder's bankers and clients regarding any financial and technical aspects (for each partner, in case of a joint venture).
9. Information on any litigation or arbitration resulting from contracts completed or under execution by the Bidder over the last ten (10) years. The information shall indicate the parties concerned, the matter of dispute, the disputed amounts and the result thereof (for each partner, in case of a joint venture).
10. Documents establishing plant's /equipments' eligibility and conformity to the Bidding Documents as per ITB **Clause IB.14** and **Schedule A to Bid** and particularly complying with **Contract Specifications**.
11. Location and address of manufacturing facilities.
12. Full description of factories owned and the annual manufacturing capacities of various items made therein.
13. Details of the factory or factories where the offered equipment is proposed to be manufactured. This description should include the facilities and capacities of the particular factories including testing facilities and the processes used in manufacturing and testing. Where parts or components are purchased from outside, the details of equipment purchased and the names and experience record of the suppliers.

14. Detailed description of the quality control testing and research facilities. If the equipment is manufactured under license, the name of the licensor and details of the licensing arrangements, such as the duration of the license, the facilities provided to the bidder by the licensor and whether future improvements are available or not etc. A copy of the license agreement may be attached.
15. The time since the manufacturer has been in this business and the time since he has been doing work of similar nature.
16. The time since the particular equipment (as specified) offered has been manufactured and the time for which it has been in service. The manufacturer shall have the following experience.
  - i. At least 15 years of manufacturing of particular equipment.
  - ii. List of projects where the particular equipment under hot & humid climatic conditions have been installed and performing satisfactorily since last 10 years.
17. Other requirements as per ITB Clause IB.13 and IB.14.

**DOMESTIC GOODS (VALUE ADDED IN PAKISTAN)**

**NOT APPLICABLE**

**FORM OF BID**  
**SCHEDULES TO BID**  
**PERFORMA**

**FORM OF BID**  
(LETTER OF OFFER)

Bid Reference No. \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
(Name of Works)

To:

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

Gentlemen,

1. Having examined the Bidding Documents including Instructions to Bidders, Conditions of Contract, Specifications, Drawings, Schedule of Prices and Addenda Nos. \_\_\_\_\_ for the execution of the above-named Works, we, the undersigned, being a company doing business under the name of and address \_\_\_\_\_  
\_\_\_\_\_ and being duly incorporated under the laws of \_\_\_\_\_ hereby offer to execute and complete such Works and remedy any defects therein in conformity with the said Documents including Addenda thereto for the Total Bid Price comprising Foreign Currency Component of \_\_\_\_\_ ( \_\_\_\_\_ ) and Local Currency Component of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) or such other sum as may be ascertained in accordance with the said Documents.
2. We understand that all the Schedules attached hereto form part of this Bid.
3. As security for due performance of the undertakings and obligations of this Bid, we submit herewith a Bid Security in the amount of \_\_\_\_\_ drawn in your favour or made payable to you and valid for a period twenty eight (28) days beyond the period of validity of Bid.
4. We undertake, if our Bid is accepted, to commence the Works and to deliver and complete the whole of the Works comprised in the Contract within the time(s) stated in Preamble to the Conditions of Contract.
5. We agree to abide by this Bid for the period of \_\_\_\_\_ days from the date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

6. Unless and until a formal Agreement is prepared and executed, this Bid, together with your written acceptance thereof, shall constitute a binding contract between us.
7. We undertake, if our Bid is accepted, to execute the Performance Security referred to in Clause 10 of Conditions of Contract for the due performance of the Contract.
8. We understand that you are not bound to accept the lowest or any Bid you may receive.
9. We do hereby declare that the Bid is made without any collusion, comparison of figures or arrangement with any other person or persons making a Bid for the Works.
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 Employer. (Please delete in case of Bid from a single firm).

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

Signature \_\_\_\_\_ in the capacity of \_\_\_\_\_ duly

authorized to sign bids for and on behalf of \_\_\_\_\_  
(Name of Bidder in Block Capitals)  
(Seal)

Address

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

Witness:

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

(Name) \_\_\_\_\_

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

Occupation \_\_\_\_\_

**SCHEDULES TO BID INCLUDE THE FOLLOWING:**

- Schedule A to Bid: Technical Data of Plant and Equipment Required
- Schedule B to Bid: Work to be Performed by Subcontractors
- Schedule C to Bid: Proposed Programme of Works
- Schedule D to Bid: Deviations from Technical Provisions
- Schedule E to Bid: Deviations from Contractual Conditions
- Schedule F to Bid: Method of Performing Works
- Schedule G to Bid: Proposed Organization
- Schedule H to Bid: Integrity Pact
- Schedule I to Bid: Financial Competence Evaluation Criteria

**PERFORMA**

Performa P-1 Letter of available Credit Line through Bank

Performa P-1 Current Contract Commitments

Performa P-1 Details of required Key Technical Personnel

**TECHNICAL DATA OF PLANT AND EQUIPMENT REQUIRED**

1. Equipment listed below should match the requirements of BOQ and Technical Specifications.
2. Bidder may add drawings, specifications, etc. as proof of its listed equipment.

**Pumps i) 900 IGPM with 75 m head**

Manufacturer	
Address of manufacturing facility	
Country of Origin	
Number of pumps	
Model Number	
Material of Construction	
Flow/ Discharge (IGPM)	
Energy Consumption	
Representative (Name, Address & Contact details)	
Technical Details/ Catalogue (including information required in sr. no. 10, 11, 12, 13, 14, 15, & 16 of Appendix B to Instructions to Bidders)	Attach separately
Warranty and After sales support	
Applicable standards	

**Pumps ii) 900 IGPM with 64 m head**

Manufacturer	
Address of manufacturing facility	
Country of Origin	
Number of pumps	
Model Number	
Material of Construction	
Flow/ Discharge (IGPM)	
Energy Consumption	
Representative (Name, Address & Contact details)	



Technical Details/ Catalogue (including information required in sr. no. 10, 11, 12, 13, 14, 15, & 16 of Appendix B to Instructions to Bidders)	Attach separately
Warranty and After sales support	
Applicable standards	

**Motors i) 100 HP**

Manufacturer	
Address of manufacturing facility	
Country of Origin	
Number of motors	
Model Number	
Material of Construction	
AC power supply	
Motor HP	
Energy Consumption	
Representative (Name, Address & Contact details)	
Technical Details/ Catalogue (including information required in sr. no. 10, 11, 12, 13, 14, 15, & 16 of Appendix B to Instructions to Bidders)	Attach separately
Warranty and After sales support	
Applicable standard	

**Motors ii) 80 HP**

Manufacturer	
Address of manufacturing facility	
Country of Origin	
Number of motors	
Model Number	
Material of Construction	
AC power supply	
Motor HP	
Energy Consumption	
Representative (Name, Address & Contact details)	
Technical Details/ Catalogue (including	Attach separately

information required in sr. no. 10, 11, 12, 13, 14, 15, & 16 of Appendix B to Instructions to Bidders)	
Warranty and After sales support	
Applicable standard	

**Generators: i) 800 KVA**

Manufacturer	
Address of manufacturing facility	
Country of Origin	
Model Number	
Material of Construction	
Rating	
Energy Consumption	
Representative (Name, Address & Contact details)	
Technical Details/ Catalogue (including information required in sr. no. 10, 11, 12, 13, 14, 15, & 16 of Appendix B to Instructions to Bidders)	Attach separately
Warranty and After sales support	
Applicable standard	

**Generators: ii) 100 KVA**

Manufacturer	
Address of manufacturing facility	
Country of Origin	
Model Number	
Material of Construction	
Rating	
Energy Consumption	
Representative (Name, Address & Contact details)	
Technical Details/ Catalogue (including information required in sr. no. 10, 11, 12, 13, 14, 15, & 16 of Appendix B to Instructions to Bidders)	Attach separately
Warranty and After sales support	
Applicable standard	

#### Instrumentation

<b>Pressure Gauges</b>	
<b>Automatic Star &amp; Delta timer</b>	
<b>Ammeter</b>	
<b>Voltmeter</b>	
<b>Changeover switch</b>	
<b>Gate valves</b>	
<b>Swing check valves</b>	
<b>Moulded Case Circuit Breaker</b>	
<b>LT Motor Control Panels</b>	
<b>PFI panel</b>	
<b>Ultrasonic level Controller</b>	
<b>Ultrasonic level sensor</b>	
<b>Electric based control valve</b>	
<b>Online UPS</b>	
<b>Digitized electronic pressure transmitter</b>	
<b>Water Flow Meter (Electromagnetic)</b>	
<b>Water Flow Meter (Turbine Mechanical type)</b>	

#### Spare Parts of Pump

<b>Column Pipe</b>	
<b>Column Shaft</b>	
<b>Top Shaft</b>	
<b>Stainer 1 ft in length</b>	
<b>Top Shaft nut</b>	
<b>Socket</b>	
<b>Extension piece</b>	

Bidders should provide separate detail of each type of instrumentation mentioned above along with the technical specification sheet/ catalogues.

## SCHEDULE – B TO BID

### WORK TO BE PERFORMED BY SUBCONTRACTORS

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

<u>Items of Work to be Sub-Contracted</u>	<u>Name and address of Sub-Contractor</u>	<u>Statement of similar works previously executed (attach evidence)</u>
---	---	---

**Note:**

1. No change of Sub-Contractor shall be made by the bidder without prior approval of the Procuring Agency.
2. The truthfulness and accuracy of the statement as to the experience of Sub-Contractors is guaranteed by the bidder. The Procuring Agency's judgment shall be final as to the evaluation of the experience of Sub-Contractors submitted by the bidder.
3. Statement of similar works shall include description, location & value of work, year completed and name & address of the clients.

**PROPOSED PROGRAMME OF WORKS**

Bidder shall provide a Programme in a bar-chart/CPM/PERT form showing the sequence of work items by which he proposes to complete the work of the entire Contract. The programme should indicate the sequence of work items and the period of time during which he proposes to complete the Works including the activities like designing, schedule of submittal of drawings, ordering and procurement of materials, manufacturing, delivering, construction of civil works, erection, testing and commissioning of Works to be supplied under the Contract.

**SCHEDULE – D TO BID**

**DEVIATIONS  
FROM  
TECHNICAL PROVISIONS**

It is presumed that the bidder shall not take any deviation. However, if he intends to take deviations to the specified terms, those must be listed in the space provided below:

Sr. No.	Clause No. / Section No.	Deviations/Clarifications
---------	--------------------------	---------------------------

[Note: Attach additional sheets, if necessary]

**DEVIATIONS  
FROM  
CONTRACTUAL CONDITIONS**

It is presumed that the bidder shall not take any deviation. However, if he intends to take deviations to the specified Contractual/Commercial Conditions, those must be listed in the space provided below:

Sr. No.	Clause No. / Section No.	Deviations/Clarifications
---------	--------------------------	---------------------------

[Note: Attach additional sheets, if necessary]

**METHOD OF PERFORMING WORKS**

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

- The sequence and methods in which he proposes to carry out the Works, including the number of shifts per day and hours per shift, he expects to work.
- A list of all major items of constructional and erection plant, tools and vehicles proposed to be used in carrying out the Works at Site, including number of each kind, make, type, capacity of all equipment, working condition, which shall be deployed by him for Civil Work and Erection, Testing and Commissioning of the Works, in sufficient detail to demonstrate fully that the equipment will meet all the requirements of the Specifications.
- The procedure for installation of equipment and transportation of equipment and materials to the site.
- Details regarding 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.
- Organization chart indicating head office & field office personnel involved in management, supervision and engineering of the Works to be done under the Contract.
- Quality control/Quality assurance measures to be adopted including procedures to be followed for carrying out all tests required under specifications.



## SCHEDULE – G TO BID

### PROPOSED ORGANISATION

The bidder shall list in this Schedule the key personnel he will employ from Head office and from Site office to direct and execute the Works, together with their names, qualifications, experience, positions held and their nationalities.

Designation	Name of Person	Summary of Qualifications, Experience, Present Position and Nationality
-------------	----------------	---

- Head Office:

- Site Office:  
Contractor's Representative  
Site Superintendent  
Supervising Engineer  
Plant Erectors  
Construction Supervisors  
Other Key Staff

**(INTEGRITY PACT)**

**DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC.  
PAYABLE BY THE SUPPLIERS OF GOODS, SERVICES & WORKS IN  
CONTRACTS WORTH RS. 10.00 MILLION OR MORE**

Contract No. \_\_\_\_\_ Dated \_\_\_\_\_

Contract Value: \_\_\_\_\_

Contract Title: \_\_\_\_\_

..... [name of Supplier] 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 Pakistan (GoP) or any administrative subdivision or agency thereof or any other entity owned or controlled by GoP through any corrupt business practice.

Without limiting the generality of the foregoing, [name of Supplier] 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 GoP, except that which has been expressly declared pursuant hereto.

[name of Supplier] certifies 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 GoP and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

[name of Supplier] 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 GoP under any law, contract or other instrument, be voidable at the option of GoP.

Notwithstanding any rights and remedies exercised by GoP in this regard, [name of Supplier] agrees to indemnify GoP for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoP in an amount

equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by [name of Supplier] 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 GoP.

Name of Buyer: .....

Signature: .....

[Seal]

Name of Seller/Supplier: .....

Signature: .....

[Seal]

**FINANCIAL COMPETENCE EVALUATION CRITERIA**

The financial position of the bidder shall be evaluated as per following details:

**1. Credit line**

Minimum currently available credit line of **Rs.20 Million** for the proposed project (as per the Letter of available credit line through Bank).

**2. Financial Bid Capacity**

Minimum Financial Bid Capacity of **Rs. 50 Million** which will be calculated from Auditor' Balance Sheets for the last two years and details of current commitments along with the value of outstanding works as follows:

1. 5 x Net worth (Net worth = Total Assets minus Total liabilities)
2. 10 x working capital (Working Capital = Current Assets minus current liabilities)
3. Take Lower of 1 & 2
4. Value of remaining works (Current Commitments)
5. Bid Capacity = 3 minus 4

**3. Average Annual Turn Over**

Minimum Average Annual Turnover of **Rs. 75 Million** for the last two years (to be calculated from auditor's Profit & Loss Statements)

**LETTER OF AVAILABLE CREDIT LINE THROUGH BANK**

Reference No. \_\_\_\_\_  
Date: \_\_\_\_\_

**ON THE LETTER HEAD OF THE BANK**

**TO WHOM IT MAY CONCERN**

This is to certify that M/s. ( **Name, Address of the Company** ) are maintaining their Account No. \_\_\_\_\_ with us satisfactorily.

This is also certified that the above referred company have an approved current credit line facility of Rs. \_\_\_\_\_ (Rs. In Words \_\_\_\_\_) on the basis of their Financial Strength, Market Reputation and Securities with us. We are confident that they are financially capable to complete any mega project in Pakistan.

This Certificate is being issued at the request of M/s. ( **Name of Company** ).

**Authorized Signature**

**Authorized Signature**

### CURRENT CONTRACT COMMITMENTS

(Applicants and each partner to an application should provide information on their current commitments on all contracts that have been awarded, or for which a letter of intent or acceptance has been received, or for contracts approaching completion, but for which substantial Completion Certificate has yet to be issued.)

Name of Contract	Contract Price as on -----	Value of Outstanding / Remaining Work (Equivalent Pak Rs. Millions)	Estimated Completion Date
1.			
2.			
3.			
4.			
5.			
6.			

**DETAILS OF REQUIRED KEY TECHNICAL PERSONNEL**

<b>Sr. No.</b>	<b>Position</b>	<b>Minimum Qualifications</b>	<b>Minimum Experience (Years)</b>
1.	Project Manager(Elect/Mech.)	Graduate Professional Engineer	15
2.	SITE Engineer (Civil)	Graduate Engineer	08
3.	SITE Engineer (Mechanical)	Graduate Engineer	05
4.	SITE Engineer (Electrical)	Graduate Engineer	05

**Note:**

The Bidder must submit the CVs of the above staff along with their PEC Registration Certificates.

**PREAMBLE TO SCHEDULE OF**  
**PRICES/BOQ**



## **PREAMBLE TO SCHEDULE OF PRICES / BILL OF QUANTITIES**

### **1. General**

- 1.1 The Schedule of Prices / BOQ shall be read in conjunction with the Conditions of Contract together with the Specifications and Drawings.
- 1.2 The Contract shall be for the whole of the Works as described in these Bidding Documents. Bids must be for the complete scope of Work.

### **2. Description**

- 2.1 The general directions and descriptions of work and materials are not necessarily repeated nor summarized in the Schedule of Prices/BOQ. References to the relevant sections of the Bidding Documents shall be made before entering prices against each item in the Schedule of Prices/BOQ.
- 2.2 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.

### **3. Units & Abbreviations**

The following abbreviations shall be used in the Schedule of Prices/BOQ:

	<b><u>Abbreviation</u></b>
Pakistani Rupees	PKR/Pak Rs.
Number	No.
Kilometer	km
Kilogram	Kg
Cubic Meter	Cu.m
Provisional Sum	PS
Percent	%

### **4. Rates and Prices**

- 4.1 Except as otherwise expressly provided under the Conditions of Contract, the rates and amounts entered in the Schedule of Prices/BOQ shall be the rates at

which the Contractor shall be paid and shall be the full inclusive value of the work set forth or implied in the Contract; except for the amounts reimbursable to the Contractor under the Contract.

- 4.2 Unless otherwise stipulated in the Conditions of Contract, the rates and prices entered by the bidder shall not be subject to adjustment during the performance of the Contract.
- 4.3 All duties, taxes and other levies payable by the Contractor under the Contract, or for any other cause, as on the date twenty eight (28) days prior to the deadline for submission of bids shall be included in the rates and prices and the total Bid Price submitted by a bidder.

Additional/reduced duties, taxes and levies due to subsequent additions or changes in legislation shall be reimbursed / deducted as per provisions of the Conditions of Contract.

- 4.4 The whole cost of complying with the provisions of the Contract shall be included in the items provided in the priced Schedule of Prices/BOQ, 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 and no separate payment will be made for those items.

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

- 4.5 The bidder shall be deemed to have obtained all information as to port clearance facilities and charges, loading and unloading facilities and charges, storage facilities and charges, transportation facilities and charges, congestion and/or other conditions to be expected at Karachi Port and or any other seaport of Pakistan and all requirements related thereto.

The Contractor shall be responsible to make complete arrangements for the transportation of the Plant to the Site.

The bidder shall be deemed to have included all clearing, forwarding and other incidental costs in this regard in his bid. The Contractor will have the option to use either Karachi Port or or any other seaport of Pakistan.

- 4.6 The Contractor shall provide for all parts of the Works to be completed in every respect for commercial operation. Notwithstanding that any details, accessories, etc. required for the complete installation and satisfactory operation of the

Plant, are not specifically mentioned in the Specifications, such details shall be considered as included in the Contract Price.

- 4.7 All costs in connection with inspection and witnessing of Factory Acceptance Tests within and outside Pakistan as per provisions of Sub-Clause 20.2 of Particular Conditions of Contract shall be borne by the Contractor and shall be deemed to have been included in the quoted prices.

All costs in connection with the holding of meetings shall also be borne by the Contractor.

- 4.8 The rates in the Schedule of Prices/BOQ shall also include Contractor's cost for providing Performance Security and other Bank Guarantees required for performance of the Contract.

- 4.9 The Bidder shall be deemed to have included all the costs in the cost and price of relevant items for related civil/builder's work for the construction of foundations, making holes in the walls and making chases in walls/floors, making good etc.; complete in all respect to the approval of the Engineer; for the installation of E&M Equipment (like generators, pumps, motors and panels etc.).

## **5. Bid Prices**

The various elements of Bid Prices shall be quoted as detailed below:

### **i) Insurance & Shipping**

#### **i) Insurance**

The bidder quoted prices are deemed to be inclusive of insurance cover from ex-factory / ex-works to the Site for the sub-totals of the Plant, Erection Equipment, Spare Parts and other materials to be imported or to be acquired locally for the Contract. Such prices shall include all insurance costs covering the responsibility for all loss or damages while loading, unloading, storing and trimming on board or on inland carrier and transportation to Site.

#### **ii) Shipping / Transportation**

The bidder quoted prices are deemed to be inclusive of shipping from port of shipment to the port of entry in Pakistan for the sub-totals of the Plant, Erection Equipment, Spare Parts and other materials to be imported for the Contract in Pakistan. Such prices shall include all marine transportation costs including ocean freight and other charges, etc.

iii) Inland Transportation

Inland transportation for the Plant, Erection Equipment and Spare Parts shall be the Contractor's responsibility in respect of:

- a) the Plant, Erection Equipment, Spare Parts and other materials offered from outside Pakistan; from the port of entry in Pakistan to the Site, and
- b) indigenous Plant, Erection Equipment, Spare Parts and other materials if any, offered from within Pakistan; from the factory in Pakistan to the Site, and all charges occurring there from including octroi, zila tax, fees etc. and charges for loading, forwarding and unloading expenses shall be borne by the Contractor. Unloading at the Site, handling of the Plant, Erection Equipment, Spare Parts and other materials to the designated point of Site storage, checking and verifying all shipments received against shipping documents, issue of all receiving reports and issues of damage reports (when applicable) shall be the Contractor's responsibility.

The bidder shall recognize such elements of the costs which he expects to incur in the performance of the Works and shall include all such costs in the rates and amounts entered in the Schedule of Prices/BOQ.

ii) **Erection, Installation & Other Work**

The bidder quoted prices are deemed to be inclusive of Erection, Installation & Other Work for the sub-totals of the Plant at the Site. Such prices shall include the costs of handling of the Plant and other materials from Site storage to point of final installation, erection, installation, testing, commissioning including all inspection, reliability tests, the cost of foreign and local erection staff and labour, tools and equipment, etc. It shall also cover the services of qualified representative(s) of the supplier(s) of Plant or adviser(s) to assure proper erection and commissioning of the Plant.

The price shall also include cost of arranging insurances in respect of Contractor's operations in Pakistan which insurances shall be effected by the Contractor.

**5a. Total Bid Price**

The total of bid prices in the Schedule of Prices/BOQ shall be entered in the Summary of Bid Prices.

The unit rates and prices and lump sum amount entered in the Schedule of Prices/BOQ will be the rates at which the Contractor will be paid, and shall be deemed to be the full inclusive value of the work including all costs of performing the Works such as overheads, income tax, super tax, profits, costs of accepting the general risks, liabilities and obligations set forth or implied in the Contract. The rates shall also include Contractor's cost for providing Performance Security and other Bank Guarantees required for performance of the Contract.

**6. Erection and Testing Equipment and Maintenance Tools**

6.1 The bidder shall be responsible to provide all Erection and Testing Equipment & Maintenance Tools at the Site, at his own expenses.

**7. Provisional Quantities**

7.1 Items in the Schedule of Prices/BOQ marked 'PROVISIONAL QUANTITY' shall only be executed if they are the subject of a written instruction from the Engineer. The rates set out for such items shall be used for the valuation of works so ordered by the Engineer in writing whether the quantities shown are used wholly or in part or not used at all. No change in rate of provisional quantity items will be admissible if quantities exceed those given in Schedule of Prices/BOQ.

7.2 Non execution of any or all provisional quantity, in whole or in part, shall not entitle the Contractor of any claim under the Contract.

**8. Provisional Sums**

8.1 Provisional Sums included and so designated in the Schedule of Prices/BOQ if any, shall be expended in whole or in part or none at the direction and discretion of the Procuring Agency/ Engineer. The Contractor will only receive payment in respect of Provisional Sums if he has been instructed by the Procuring Agency /Engineer to utilize such sums.

8.2 Provisional Sum payment shall:

- a. be inclusive of applicable Taxes plus 5% Service Charges.
- b. Only be paid on the production of accounts voucher.

## **DAYWORK SCHEDULE**

### **1. General**

- 1.1 Work shall not be executed on a Daywork basis except by written Order of the Engineer. The rates for Daywork items entered in the Schedule of Prices/BOQ shall apply to any quantity of Daywork ordered by the Engineer. Nominal quantities have been indicated against each item of Daywork, and the extended total for Daywork shall be carried forward as a provisional sum to the Summary of Bid Prices.

### **2. Daywork - Labour**

- 2.1 In calculating payments due to the Contractor for the execution of Daywork, the hours for labour shall be reckoned from the time of arrival of the labour at the job Site to execute the particular item of Daywork to the time of departure, but excluding meal breaks and rest periods. Only the times of classes of labour directly doing work ordered by the Engineer and for which they are competent to perform shall be measured.

The time of Plant Erectors or other expatriate supervisory personnel shall not be measured unless their time on Site is extended by Variation Order. The rates entered by the Bidder for these categories shall be daily rates inclusive of all allowances and overheads.

- 2.2 For labour other than Plant Erectors or other expatriate supervisory personnel, the Contractor shall be entitled to payment in respect of the total time that labour is employed on Daywork, calculated at the basic rates entered by him in the Schedule of "Daywork Rates – Labour" together with an additional percentage payments 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 Labour laws. The basic rates will be payable in Pak. Rupees only, and
- b) The additional percentage payment to be quoted by the Bidder and applied to costs shall be deemed to cover the Contractor's overheads, profits, superintendence, liabilities and insurances and allowances to labour, timekeeping and clerical and office work, the use of consumable stores,

water, lighting and power; the use and repair of staging, 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. Payments under this item shall be made in foreign currency and local currency at the percentages entered in the Daywork Schedule.

- 2.3 Rates entered in the Daywork Schedule shall apply to labour of trade and qualification as described and to labour of other trades with similar skill and qualification.

### **3. Daywork - Contractor's Equipment**

- 3.1 The Contractor shall be entitled to payments in respect of Contractor's Equipment already on Site and employed on Daywork at the basic rental rates entered by him in the "Schedule of Daywork Rate - Contractor's Equipment". The said rates shall be deemed to include complete allowance for depreciation, interest, indemnity and insurance, repairs, maintenance, supplies, fuel, lubricants and other consumables and all overheads, profit and administrative costs related to the use of such equipment.
- 3.2 In calculating the payment due to the Contractor for Contractor's Equipment employed on Daywork, only the actual number of working hours will be eligible for payment, except that, where applicable and agreed with the Engineer, the travelling time from the part of the Site where the Contractor's Equipment was located when ordered by the Engineer to be employed on Daywork and the time for the return journey thereto shall be included for payment.
- 3.3 The rental rates for Contractor's Equipment employed on Daywork shall be stated in Pakistani Rupees but payments to the Contractor will be made in local and foreign currencies according to the rates entered in the Schedule.

### **4. Daywork-Materials**

- 4.1 The Contractor shall be entitled to the following payments in respect of materials used for Daywork (except for materials for which the cost is included in the percentage addition to labour costs) which are actually incorporated into the Works:
- a) The net cost of such materials delivered to the Site. Such cost shall be calculated by the Contractor on the basis of the invoiced price and freight and insurance as certified by the Engineer on the basis of invoices produced.

- b) Percentage addition, in local and/or foreign currency, of such net cost of materials to cover the Contractor's handling charges, overheads and profits.
- 4.2 Payment of the net cost to the Contractor of Daywork materials shall be made in the same currency as the invoice. Payment of the addition for handling charges, overheads and profit shall be in local and/or foreign currency as entered in the Schedule of Daywork - Materials.



## **APPENDIX TO PREAMBLE TO SCHEDULE OF PRICES / BOQ**

### **Appendix to Preamble**

Stages for Interim Payments in respect of BOQ Item Nos.

1/1 (i) Providing, Installation, Testing and Commissioning of 800 KVA Standby Diesel Generating Set.

2/1 (i) Providing, Installation, Testing and Commissioning of 100 KVA Standby Diesel Generating Set.

5/1 (i) (a) Providing, Installation, Testing and Commissioning of Deep Well Turbine Pump 900 IGPM pump, 75 meter head coupled with 100 HP motor for new pump room at High Lift.

5/1 (i) (b) Providing, Installation, Testing and Commissioning of Deep Well Turbine Pump 900 IGPM pump, 64 meter head coupled with 80 HP motor at Water Filtration Plant.

	<b>Schedule of Payment</b>	<b>Cumulative Percentage</b>
a.	At the time of delivery at Site.	60%
b.	Upon installation at designated location along with all required fittings and relevant works.	20%
c.	Upon successful tests on completion and commissioning.	20%

## **SCHEDULE OF PRICES/BOQ**

MUNICIPAL SERVICES PROGRAM ( MSP ) JACOBABAD

PROCUREMENT AND INSTALLATION OF ELECTRICAL & MECHANICAL WORKS

BILL OF QUANTITIES

SUMMARY OF PACKAGE # EM-11

BILL No.	TITLE	AMOUNT
1	PROCUREMENT AND INSTALLATION OF GENERATING SET IN NEWLY BUILT ROOM AT HIGH LIFT PUMPING STATION	
2	PROCUREMENTAND INSTALLATION OF GENERATING SET IN NEWLY BUILT ROOM AT LOW LIFT PUMPING STATION	
3	REPAIR AND INSTALLATION OF GENERATING SET IN NEWLY BUILT ROOM AT WATER FILTRATION PLANT.	
4	MINOR REPAIR WORKS OF PUMPING SETS AT HIGH LIFT, LOW LIFT PUMPING STATIONS AND FILTER PLANT	
5	PROCUREMENT AND INSTALLATION OF NEW PUMPING SETS AT WATER FILTRATION PLANT AND HIGH LIFT PUMPING STATION	
6	INSTRUMENTATION	
7	SEPCO CONNECTIONS	
8	GENERAL WORKS	
9	DAY-WORK SCHEDULE	
TOTAL ( 1 TO 9 )		
5% PHYSICAL CONTINGENCIES FOR VARIATION/ EXTRA WORK INSTRUCTED BY THE ENGINEER		
<b>GRAND TOTAL</b>		

Amount in Words:

Total Carried to Bid Form:

SIGNATURE OF CONTRACTOR

SEAL

MUNICIPAL SERVICES PROGRAM ( MSP ) JACOBABAD

PROCUREMENT AND INSTALLATION OF ELECTRICAL & MECHANICAL WORKS

BILL OF QUANTITIES

BILL NO - 1 :- PROCUREMENT AND INSTALLATION OF GENERATING SET IN NEWLY BUILT ROOM AT HIGH LIFT PUMPING STATION:

S.NO	Item Description	Unit	Quantity	Rate		Amount
				In figure	In words	
1/1	<b>Providing, Installation, Testing and Commissioning of 800 KVA Standby Diesel Generating Set.</b>  i) Providing and installation of 800 KVA Standby Diesel Generating Set, 3-Ø, 380/400 V, 50 c/s with Water cooled Engine, mounted on steel platform with storage tank, 2 x 12 V batteries and exhaust system, installation on duly prepared platform/ foundation at site with foundation bolts properly aligned, testing and commissioning, complete in all respects, under instructions of Engineer incharge and as per Site requirement.  ii) Procurement and installation of 1600 Amps change over switch of approved standard quality, complete as per drawings, specifications and as directed by the Engineer.  iii) Procurement and laying of 2 x 300mm <sup>2</sup> copper conductor, PVC insulated, PVC Sheathed, unarmored 600/1000V 3½ core cable, from (a) SEPCO outgoing pannel for pump house (meter) to change over switch; (b) standby Generating set outgoing panel to change over switch; and (c) from change over switch to main panels (incomings) of Existing and New Pump Houses complete as per drawings, specifications and as directed by the Engineer.	set	1			
		No.	1			
		m	300			
1/2	Providing and fixing earthing Set 600 x 600 x 3.1 mm (2' x 2' x 1/8") copper plate with hard drawn bare copper wire 13mm square (No: 8 SWG) running inside 50 mm dia: G.I pipe 3.5 meter below Ground level. The earthing set will be covered with Salt and Charcoal inside earth as approved and directed by the Engineer.	job	2			
CARRIED TO COLLECTION						

SIGNATURE OF CONTRACTOR

SEAL

MUNICIPAL SERVICES PROGRAM ( MSP ) JACOBABAD

PROCUREMENT AND INSTALLATION OF ELECTRICAL & MECHANICAL WORKS

BILL OF QUANTITIES

BILL NO - 1 :- PROCUREMENT AND INSTALLATION OF GENERATING SET IN NEWLY BUILT ROOM AT HIGH LIFT PUMPING STATION:

No	Page No.	Amount ( Rs )
1	<u>COLLECTION</u> B.O.Q Page NO - 2	
CARRIED FORWARD TO SUMMARY OF COST		

SIGNATURE OF CONTRACTOR

SEAL

MUNICIPAL SERVICES PROGRAM ( MSP ) JACOBABAD

PROCUREMENT AND INSTALLATION OF ELECTRICAL & MECHANICAL WORKS

BILL OF QUANTITIES

**BILL NO - 2 :- PROCUREMENT AND INSTALLATION OF GENERATING SET IN NEWLY BUILT ROOM AT LOW LIFT PUMPING STATION:**

S.NO	Item Description	Unit	Quantity	Rate		Amount
				In figure	In words	( Rs. )
2/1	<b>Providing, Installation, Testing and Commissioning of 100 KVA Standby Diesel Generating Set.</b>  i) Providing and Fixing of 100 KVA Standby Diesel Generating Set, 3-Ø, 380/400 V 50 c/s with Water cooled Engine, mounted on steel platform with storage tank, 12 V batteries and exhaust system, installation on duly prepared platform/ foundation at site with foundation bolts properly aligned, testing and commissioning, complete in all respects, with instructions of Engineer incharge and as per Site requirement  ii) Procurement and installation of 500 Amps change over switch approved standard quality, complete as per drawings, specifications and as directed by the Engineer.  iii) Procurement and laying of 2 x 185mm <sup>2</sup> copper conductor, PVC insulated, PVC Sheathed, unarmoured 600/1000V 3½ core cable: (a) from SEPCO meter to generator set changeover switch, (b) from generator set panel to changeover switch, and (c) from changeover switch to pump rooms main panel; complete as per drawings, specifications and as directed by the Engineer.	set	1			
		No.	1			
		m	200			
2/2	Providing and fixing earthing Set 600 x 600 x 3.1 mm (2' x 2' x 1/8") copper plate with hard drawn bare copper wire 13mm square (No: 8 SWG) running inside 50 mm dia: G.I pipe 3.5 meter below Ground level. The earthing set will be covered with Salt and Charcoal inside earth as approved and directed by the Engineer.	job	4			
CARRIED TO COLLECTION						

SIGNATURE OF CONTRACTOR

SEAL

MUNICIPAL SERVICES PROGRAM ( MSP ) JACOBABAD

PROCUREMENT AND INSTALLATION OF ELECTRICAL & MECHANICAL WORKS

BILL OF QUANTITIES

BILL NO - 2 :- PROCUREMENT AND INSTALLATION OF GENERATING SET IN NEWLY BUILT ROOM AT LOW LIFT PUMPING STATION:

No	Page No.	Amount ( Rs )
1	<u>COLLECTION</u> B.O.Q Page NO - 4	
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MUNICIPAL SERVICES PROGRAM ( MSP ) JACOBABAD

PROCUREMENT AND INSTALLATION OF ELECTRICAL & MECHANICAL WORKS

BILL OF QUANTITIES

BILL NO - 3 :- REPAIR AND INSTALLATION OF GENERATING SET IN NEWLY BUILT ROOM AT WATER FILTRATION PLANT:

S.NO	Item Description	Unit	Quantity	Rate		Amount
				In figure	In words	( Rs. )
	viii) Providing and Laying of 2 x 240 mm <sup>2</sup> copper conductor PVC insulated ,PVC Sheathed, unarmoured cable 600/1000V, 3.5 core, from generator to 800Amps change over switch to main switches of pump room. complete in all respect	m	160			
	ix) Dismantling of existing 800 Amps changeover switch from High Lift Pump house and reinstallation at Water Filtration Plant, 300 KVA Generator Room. complete in all respect.	job	1			
	x) Scrapping and painting of all components of standby 300 KVA Generator, as per instruction of Engineer Incharge.	job	1			
3/2	Providing and fixing earthing Set 600 x 600 x 3.1 mm (2' x 2' x 1/8") copper plate with hard drawn bare copper wire 13mm square (No: 8 SWG) running inside 50 mm dia: G.I pipe 3.5 meter below Ground level. The earthing set will be covered with Salt and Charcoal inside earth as approved and directed by the Engineer.	job	6			
3/3	Procurement & Installation of 2 x 12V, 200 amp batteries for existing 300 kVA generator at Water Filtration Plant.	job	1			
CARRIED TO COLLECTION						

SIGNATURE OF CONTRACTOR

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PROCUREMENT AND INSTALLATION OF ELECTRICAL & MECHANICAL WORKS

BILL OF QUANTITIES

BILL NO - 3 :- REPAIR AND INSTALLATION OF GENERATING SET IN NEWLY BUILT ROOM AT WATER FILTRATION PLANT:

No	Page No.	Amount ( Rs )
	<u>COLLECTION</u>	
1	B.O.Q Page NO - 6	
2	B.O.Q Page NO - 7	
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SIGNATURE OF CONTRACTOR

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MUNICIPAL SERVICES PROGRAM ( MSP ) JACOBABAD

PROCUREMENT AND INSTALLATION OF ELECTRICAL & MECHANICAL WORKS

BILL OF QUANTITIES

BILL NO - 4 : - MINOR REPAIR WORKS OF PUMPING SETS AT HIGH LIFT, LOW LIFT PUMPING STATIONS AND WATER FILTRATION PLANT:

S.NO	Item Description	Unit	Quantity	Rate		Amount
				In figure	In words	( Rs. )
4/1	<b>Minor Repair of Low Lift Horizontal Pumping Sets (25 HP motors).</b> i) Re insulation of motors (Dismantling and re-installation included), complete in all respect. ii) Procurement and fixing of rubber coupling between pump and motor. complete in all respect. iii) Procurement and fixing of Gland Packing, complete in all respect. iv) Cleaning, repair, scrapping, non-corrosive painting and greasing of all pumps, valves, motors, pipes, etc, as per site requirements and under instructions of Engineer.	job	6			
		No.	6			
		Kg.	3			
		job	6			
4/2	<b>Minor Repair of existing pumping machinery at High Lift and Water Filtration Plant (vertical DWT B-12/B-6 pumps with 80 HP motors).</b> i) Rewinding and reinsulating of Motor (including dismantling and re-installation). ii) Providing and fixing of Ball Bearing #: 6322 / C3 (SKF, FAG or any approved equivalent). iii) Providing and fixing of Ball Bearing #: 6313 (SKF, FAG or any approved equivalent). iv) Dismantling & Re-assembling of Deep Well Turbine (DWT) pump after rehabilitation and fixing of spare parts. v) Providing and fixing Top shaft (C.Steel 35 mm), local make.	job	13			
		job	13			
		job	13			
		job	13			
		job	13			
CARRIED TO COLLECTION						

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MUNICIPAL SERVICES PROGRAM ( MSP ) JACOBABAD

PROCUREMENT AND INSTALLATION OF ELECTRICAL & MECHANICAL WORKS

BILL OF QUANTITIES

BILL NO - 4 : - MINOR REPAIR WORKS OF PUMPING SETS AT HIGH LIFT, LOW LIFT PUMPING STATIONS AND WATER FILTRATION PLANT:

S.NO	Item Description	Unit	Quantity	Rate		Amount
				In figure	In words	( Rs. )
	vi) Providing and fixing Column shaft (C.Steel), local make.	job	13			
	vii) Providing and fixing shaft (S.Steel) for Bowl Assembly Type B-12/B-6.	job	13			
	viii) Providing and fixing impellers (Bronze).	job	78			
	ix) Providing and fixing Bowl Sleeve (G.M) for B-12/B-6 vertical pump.	job	78			
	x) Providing and fixing Wearing rings (C.I) for B-12/B-6 vertical pump.	job	78			
	xi) Providing and fixing Clamp Sleeve (S.S) for B-12/B-6 vertical pump.	job	13			
	xii) Providing and fixing Bearing Sleeve (G.M)	job	39			
	xiii) Providing and fixing Sand Guard (G.M)	job	26			
	xiv) Providing and fixing threaded coupling for B-12/B-6 vertical pump.	job	26			
	xv) Providing and fixing paper gasket along with gland packing.	job	26			
	xvi) Cleaning, Scrapping, non-corrosive painting and greasing of all pumps, valves, motors, pipes, etc, as per site requirements and under instructions of Engineer.	job	13			
CARRIED TO COLLECTION						

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MUNICIPAL SERVICES PROGRAM ( MSP ) JACOBABAD

PROCUREMENT AND INSTALLATION OF ELECTRICAL & MECHANICAL WORKS

BILL OF QUANTITIES

BILL NO - 4 : - MINOR REPAIR WORKS OF PUMPING SETS AT HIGH LIFT, LOW LIFT PUMPING STATIONS AND WATER FILTRATION PLANT:

S.NO	Item Description	Unit	Quantity	Rate		Amount
				In figure	In words	( Rs. )
4/3	i) Shifting & commissioning of 3 No. Filter back wash pumping sets to the proposed place (10 ft. side of staircase) on filter plant pumping room including work of disconnecting/ dismantling from existing place, reinstallation, reconnecting pumping sets with rising man, extension connecting cable 2 x 70mm <sup>2</sup> with the system complete in all respects as per requirement, drawing, specification and direction by the Engineer.	No.	3			
	ii) Cement concrete plain Class-B including placing compaction finishing, curing complete for pumping set beds as per specification, drawings etc.	cu.m	2			
	iii) Fixation of stands of approved quality Including cost of nuts, bolts etc. complete.	No.	3			
	iv) Dismantling existing header from flange of pumping sets, cutting, shifting, welding of flanges with existing and new proposed header reconnecting with extension pieces of 200mm dia: delivery pipe with necessary fittings/ welding's etc. complete in all respects and as per requirement drawings, specifications and direction by the Engineer.	No.	1			
	v) Providing and fixing Flange of 31.75mm thickness and 20 No; of holes (as shown in drawing) welding with 24"dia (600 mm) pipe line including gasket, nuts, bolts etc. complete as per direction by the of Engineer.	No.	3			
CARRIED TO COLLECTION						

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MUNICIPAL SERVICES PROGRAM ( MSP ) JACOBABAD

PROCUREMENT AND INSTALLATION OF ELECTRICAL & MECHANICAL WORKS

BILL OF QUANTITIES

BILL NO - 4 : - MINOR REPAIR WORKS OF PUMPING SETS AT HIGH LIFT, LOW LIFT PUMPING STATIONS AND WATER FILTRATION PLANT:

S.NO	Item Description	Unit	Quantity	Rate		Amount
				In figure	In words	( Rs. )
4/4	<b>Procurement and fixing of the following as per the specifications and directions of the Engineer:</b>  i) Procurement of 0-150 Psi / 0-50 kgm/cm <sup>2</sup> Pressure Gauges, complete in all respect.  ii) Procurement and fixing of Star & Delta Timer 8 pin 220V AC approved standard quality, as per site requirements, complete in all respect.  iii) Installation of LT Motor Control Centre (MCC) panel consisting of Automatic Star Delta (ASD) starter, Ammeter (96mm x 96 mm), Voltmeter (96mm x 96 mm), CTS indicator, Overload protection, time relay, push buttons etc. complete as directed by the Engineer.	No.	13			
		No.	13			
		set	13			
CARRIED TO COLLECTION						

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PROCUREMENT AND INSTALLATION OF ELECTRICAL & MECHANICAL WORKS

BILL OF QUANTITIES

BILL NO - 4 : - MINOR REPAIR WORKS OF PUMPING SETS AT HIGH LIFT, LOW LIFT PUMPING STATIONS AND WATER FILTRATION PLANT:

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3	B.O.Q Page NO - 11	
4	B.O.Q Page NO - 12	
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MUNICIPAL SERVICES PROGRAM ( MSP ) JACOBABAD

PROCUREMENT AND INSTALLATION OF ELECTRICAL & MECHANICAL WORKS

BILL OF QUANTITIES

BILL NO - 5 :-PROCUREMENT AND INSTALLATION OF NEW PUMPING SETS AT WATER FILTRATION PLANT AND HIGH LIFT PUMPING STATION:

S.NO	Item Description	Unit	Quantity	Rate		Amount
				In figure	In words	( Rs. )
5/1	<b>Providing, Installation, Testing and Commissioning of vertical type Deep Well Turbine Pumps coupled with electric motors.</b>  i) Providing and Fixing of DWT Pumps of following details, vertical for water distribution system of approved manufacturer and installation of pump including column, assembly of different stages with flanged joints and mounting clamps, coupled with vertical solid shaft electric motor, testing and commissioning, complete in all respects as approved by the Engineer.  a) 900 IGPM pump, 75 meter head coupled with 100 HP motor for new pump room at High Lift.  b) 900 IGPM pump, 64 meter head coupled with 80 HP motor at Water Filtration Plant.  ii) Providing and Fixing 200 mm dia Gate Valves PN-10 standard approved quality (approved manufacturer) including rubber packing, galvanized nuts and bolts; etc complete as per drawings, specification, (Test certificate from manufacturer) and as per direction of Engineer.  iii) Providing and fixing Resilient seated swing check valves standard approved DN 200 mm (8" dia) BS 5153 PN-10 flange casted and drilled to PN-10 cast iron body seat, MBR Disc seat, Galvanized Steel nuts and bolts (test certificate from manufacturer), complete as per drawings, specifications and as directed by the Engineer.  iv,a) Providing and fixing X-42 -200 mm (8" dia) carbon steel pipe 5.6 mm thick one side welded with header and other side welded with flange of required dia: complete as per drawings, specifications and as directed by the Engineer.	No.	6			
		No.	6			
		No.	12			
		No.	13			
		m	65			
CARRIED TO COLLECTION						

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MUNICIPAL SERVICES PROGRAM ( MSP ) JACOBABAD

PROCUREMENT AND INSTALLATION OF ELECTRICAL & MECHANICAL WORKS

BILL OF QUANTITIES

BILL NO - 5 :-PROCUREMENT AND INSTALLATION OF NEW PUMPING SETS AT WATER FILTRATION PLANT AND HIGH LIFT PUMPING STATION:

S.NO	Item Description	Unit	Quantity	Rate		Amount
				In figure	In words	( Rs. )
	iv,b) Providing and fixing Carbon steel pipe flange for 200 mm (8" dia) pipe, equivalent to size and thickness of flange of gate valve with equal No: of holes matching with flange of gate valve, welded with carbon steel pipe etc, complete as directed by the Engineer.	No.	52			
	v) Providing and fixing Moulded Case Circuit Breaker (MCCB) 3 pole 500/690 V with thermal and magnetic trips 2500 A, Icu 100 Kva/ Ics 75 kA @ 380- 400 V. complete as per drawings, specifications and as directed by the Engineer.	set	2			
	vi) Procurement and fixing of Pressure gauge 1-150 Psi 0-50 kgm/cm <sup>2</sup> , 6 inch dial size, glycerin filled as per site requirement of approved quality and as directed by the Engineer.	No.	12			
	vii) Installation of LT Motor Control Centre (MCC) panel consisting of Automatic Star Delta (ASD) starter, Ammeter, Voltmeter, CTS indicator, Overload protection, time relay, push buttons etc. complete as directed by the Engineer.	set	2			
	viii) Providing, fixing, installation and commissioning of Power Factor Improvement (PFI) Panel 80KVR 400Volt several stages Auto/ Manual operating all components complete in all respects and directives of Engineers.	job	2			
	ix) Providing and laying (main or sub.main) of 2X 70mm <sup>2</sup> copper Conductor PVC insulated PVC Sheathed, unarmoured 600/1000V 3 core cable from main panel to pump motors through Automatic Star Delta (ASD) starters. complete as per drawings, specifications and as directed by the Engineer.	m	600			
CARRIED TO COLLECTION						

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PROCUREMENT AND INSTALLATION OF ELECTRICAL & MECHANICAL WORKS

BILL OF QUANTITIES

BILL NO - 5 :-PROCUREMENT AND INSTALLATION OF NEW PUMPING SETS AT WATER FILTRATION PLANT AND HIGH LIFT PUMPING STATION:

S.NO	Item Description	Unit	Quantity	Rate		Amount
				In figure	In words	( Rs. )
5/2	Providing and fixing earthing Set 600 x 600 x 3.1 mm (2' x 2' x 1/8") copper plate with hard drawn bare copper wire 13mm square (No: 8 SWG) running inside 50 mm dia: G.I pipe 3.5 meter below Ground level. The earthing set will be covered with Salt and Charcoal inside earth as approved and directed by the Engineer.	job	6			
5/3	Providing, Laying and Jointing helical submerged carbon steel pipe in accordance with specification API 5L Grade B of required dia; including cutting, welding , jointing and fittings with ends beveled to suit site but welding in accordance with API specification ; with 3 layers external polyethylene coating according to DIN 30670 specification; 6 mm thick CC lining inside pipe; complete in all respect as per drawings, specifications and as directed by the Engineer.  (i) 24" (610mm) dia : - header pipe - 8.7mm thick	m	50			
CARRIED TO COLLECTION						

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PROCUREMENT AND INSTALLATION OF ELECTRICAL & MECHANICAL WORKS

BILL OF QUANTITIES

BILL NO - 5 :-PROCUREMENT AND INSTALLATION OF NEW PUMPING SETS AT WATER FILTRATION PLANT AND HIGH LIFT PUMPING STATION:

No	Page No.	Amount ( Rs )
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1	B.O.Q Page NO - 14	
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3	B.O.Q Page NO - 16	
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MUNICIPAL SERVICES PROGRAM ( MSP ) JACOBABAD

PROCUREMENT AND INSTALLATION OF ELECTRICAL & MECHANICAL WORKS

BILL OF QUANTITIES

BILL NO -6 : INSTRUMENTATION:

S.NO	Item Description	Unit	Quantity	Rate		Amount
				In figure	In words	( Rs. )
6/1	<b>Procurement, Installation, Testing and commissioning of equipment for instrumentation of overhead reservoirs as per Technical Specifications and directives of the Engineer.</b>  i) Ultrasonic level controller capable of taking Input from 2x Ultrasonic level sensor, Output should be 4-20mA HART, 2-Channel for High and Low Alarm, Equipped with at-least 4-relayed switch SPDT Outputs & IP66 Protection along-with all connectors, cables and accessories.  ii) Ultrasonic level sensor with maximum measurement distance of 10m, Output should be 4-20mA HART, separated version with field housing along with Weather-proof protection IP68, complete in all respect with up to 25 m cable length.  iii) Electric based Control valve for 16-inch (400 mm) diameter HDPE pipe, Class # 150 with manual operation capability.  iv) Online Uninterruptable Power Supply (UPS) at each reservoir site for backup power.	No.	6			
		No.	12			
		No.	6			
		No.	6			
6/2	<b>Procurement, installation, testing and commissioning of equipment for instrumentation of pumps as per Technical Specifications and directives of the Engineer.</b>  i) Ultrasonic level sensor with maximum measurement distance of 10m, Output should be 4-20mA HART, Separated version with field housing along with Weather-proof protection IP68, complete in all respect with up to 25 m cable length and display.  ii) Digital electronic pressure gauge on 600 mm dia MS transmission loop with IP66/68 protection and display.	No.	1			
		No.	1			
CARRIED TO COLLECTION						

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PROCUREMENT AND INSTALLATION OF ELECTRICAL & MECHANICAL WORKS

BILL OF QUANTITIES

BILL NO -6 : INSTRUMENTATION:

S.NO	Item Description	Unit	Quantity	Rate		Amount
				In figure	In words	
6/3	<b>Procurement, installation, testing and commissioning of Flow meters as per Technical Specifications and directives of the Engineer.</b>  i) Turbine Mechanical Flowmeters for clean water with size 16-inch (400 mm) HDPE pipe, integrated data logger, Sensor and transmitter should be of IP67/68 protection class, complete in all respect with installation, testing, calibration and commissioning.  ii) Water Flow meter (Electromagnetic) for clean water with size 24-inch (600 mm) MS pipe, Integrated data logger, Sensor and transmitter should be of IP67/68 protection class, complete in all respect with installation, testing, calibration and commissioning.	No.	6			
		No.	2			
6/4	<b>Procurement, installation, testing and commissioning of equipment for Instrumentation works as per Technical Specifications and directives of the Engineer.</b>  i) Electrical Panel for each reservoir.  ii) Instruments calibration, installation, wiring, fitting, commissioning, and interfacing with main network.  iv) System installation including labor and material by using PVC conduit/duct & cable.  v) Cables for all power/ signals at each reservoir site.	No.	6			
		job	System			
		L.S.	System			
		m	600			
CARRIED TO COLLECTION						

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BILL OF QUANTITIES

BILL NO -6 : INSTRUMENTATION:

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PROCUREMENT AND INSTALLATION OF ELECTRICAL & MECHANICAL WORKS

BILL OF QUANTITIES

BILL NO - 7 :- SEPCO CONNECTIONS:

S.NO	Item Description	Unit	Quantity	Rate		Amount
				In figure	In words	( Rs. )
7/1	Obtaining power connection from SEPCO 450 KW (over and above existing 243 KW load) for High Lift Pumping Station complete with 11KV/400V step down transformer, incoming panel, cables, end termination and connection with incoming 11 KV panel consisting of AM, UM, MDI and Energy meter, earthing, etc. complete in all respects as per site requirement and directions of the Engineer. This item also includes service charges of licensed SEPCO wireman contractor and fees paid to Electrical Inspector for NOC and payment of demand note on actuals to SEPCO.			Provisional sum		10,000,000
7/2	Obtaining power connection from SEPCO 400 KW (over and above existing 451 KW load) for Water Filtration Plant complete with 11KV/400V step down transformer, incoming panel, cables end termination and connection with incoming 11 KV panel consisting of AM, UM, MDI and Energy meter, earthing, etc. complete in all respects as per site requirement and directions of the Engineer. This item also includes service charges of licensed SEPCO wireman contractor and fees paid to Electrical Inspector for NOC and payment of demand note on actuals to SEPCO.			Provisional sum		10,000,000
7/3	Obtaining single phase electric power connection from SEPCO, 1 KW for (6 no.s) Overhead Reservoirs (at the locations identified by the Engineer). This item also includes service charges of licensed SEPCO wireman contractor and fees paid to Electrical Inspector for NOC and payment of demand note on actuals to SEPCO.			Provisional sum		2,400,000
CARRIED TO COLLECTION						22,400,000

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PROCUREMENT AND INSTALLATION OF ELECTRICAL & MECHANICAL WORKS

BILL OF QUANTITIES

BILL NO - 7 :- SEPCO CONNECTIONS:

S.NO	Item Description	Unit	Quantity	Rate		Amount ( Rs. )
				In figure	In words	
	<b><u>TRANSFORMER PAD</u></b>					
7/4	Excavation for foundation in all kinds of soils (except hard rock), including all operations of site i.e dewatering, leveling, dressing and ramming the excavated surface and throwing excavated earth clearing of edges of excavation and disposal of excavated surplus material to designated disposal areas within 4 Km, and backfilling the excavated material in 150mm layers in excavated pits, plinth and under floor wherever required around the structure, watering and ramming etc. complete up to required depth as per drawings, specifications and as directed by the Engineer.	cu.m	30			
7/5	Providing and laying plain cement concrete Class E(1), using sulphate resisting cement in foundation and plinth or where required, formwork, mixing, pouring, leveling, compacting, vibrating and curing; complete as per drawings, specifications and as directed by the Engineer.	cu.m	3			
7/6	Providing and laying RCC Class A(1), using sulphate resistance cement in sub structure or where required, using formwork, mixing, pouring, leveling, compacting, vibrating and curing; complete as per drawings, specifications and as directed by the Engineer. (Provisional quantity).					
	i) Footing	cu.m	8			
	ii) Wall	cu.m	4			
	iii) Transformer	cu.m	10			
	iv) Transformer Pad Wall	cu.m	2			
CARRIED TO COLLECTION						

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BILL OF QUANTITIES

BILL NO - 7 :- SEPCO CONNECTIONS:

S.NO	Item Description	Unit	Quantity	Rate		Amount
				In figure	In words	( Rs. )
7/7	Providing, Placing and fixing in position Deformed steel reinforcement bars, conforming to ASTM A-615 with minimum Yield strength of 60,000 psi, including cutting, bending, binding, straightening, wastage, overlaps, chairs and tying with binding wire, at any height and any floor; complete as per design, drawings, specifications and as directed by the Engineer.	tonne	3			
7/8	Providing and laying filter media in beds, obtained from approved source, including grading and levelling with following grain sizes.					
	Gravel (15 to 25 mm)	cu.m	6			
7/9	Providing, Installation, Testing and Commissioning of 11KV/400V water-proof transformers placed on transformer pads at site with proper earthing, complete as per directions of the Engineer at High Lift Pumping Station and at Water Filtration Plant. (provisional quantity)	job	2			
7/10	Providing and Erecting steel tabular poles (150 mm x 125mm x 100mm) 3 meter each in length with: (provisional quantity)					
	i) HT Structure	job	3			
	ii) HT Steel Cross Arm	job	3			
	iii) Disc Insulator	job	9			
	iv) Dead End Clamp	job	9			
	v) Earthing Unit	job	3			
	vi) Stay Rod Complete	job	3			
	vii) Stay wire 10mm	job	3			
CARRIED TO COLLECTION						

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BILL OF QUANTITIES

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BILL OF QUANTITIES

**BILL NO- 8 : - GENERAL WORKS:**

S.NO	Item Description	Unit	Quantity	Rate		Amount
				In figure	In words	
	<u>SITE OFFICE AND MAINTENANCE</u> Provision and maintenance of Engineer's office and Equipment in accordance with Chapter 16 of Technical specifications.					
8/1	Providing Temporary Site office ( Min 50 sq.m) with electricity, telephone, internet, gas with separate toilet facility along with furniture, fixtures, fittings & equipment, including standby generator, air conditioner and all other accessories and facilities, as specified in Chapter 16 of Technical specifications.	month	10			
8/2	Provisional Sum for payment to Utility Agencies for Re-location and / or their supervision charges where Required.	Provisional-Sum				500,000
CARRIED TO COLLECTION						

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BILL OF QUANTITIES

**BILL NO- 8 : - GENERAL WORKS:**

No	Page No.	Amount ( Rs )
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BILL OF QUANTITIES

**BILL NO- 9 : - DAY-WORK SCHEDULE:**

**1. Labour**

S.NO	Item Description	Unit	Quantity	Rate	Amount
				( Rs. )	( Rs. )
1.1	Electrical Engineer with PEC Registration	hr	10		
1.2	Labourer	hr	50		
1.3	Plumber	hr	10		
1.4	Mason	hr	10		
1.5	Carpenter	hr	10		
1.6	Welder	hr	10		
1.7	Steel Work Erector	hr	10		
1.8	Surveyor	hr	10		
1.9	Driver for vehicle up to 10 tons	hr	10		
1.10	Electrician (Wireman/Supervisory License Holder)	hr	10		
1.11	Fabricator	hr	10		
	Add percent adjustment for Contractor's overhead, profit, etc,	%			
Total for Day work Labour: (Carried forward to Daywork Summary)					

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PROCUREMENT AND INSTALLATION OF ELECTRICAL & MECHANICAL WORKS

BILL OF QUANTITIES

**2. Materials**

S.NO	Item Description	Unit	Quantity	Rate	Amount
				( Rs. )	( Rs. )
2.1	Cement, ordinary Portland or equivalent in bags	t	1		
2.2	Sulphate resisting cement	t	1		
2.3	Deformed reinforcing bar BS 4449 or equivalent	t	1		
2.4	Fine aggregate for concrete	cu.m	5		
2.5	Coarse aggregate	cu.m	5		
2.6	MS Plate (ASTM A36)	t	1		
2.7	MS Angle Iron (ASTM A36)	t	1		
2.8	MS Channel (ASTM A36)	t	1		
	Add percent adjustment for Contractor's overhead, profit, etc,	%			
Total for Day work Material: (Carried forward to Daywork Summary)					

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PROCUREMENT AND INSTALLATION OF ELECTRICAL & MECHANICAL WORKS

BILL OF QUANTITIES

**3. Constructional Plant**

S.NO	Item Description	Unit	Quantity	Rate	Amount
				( Rs. )	( Rs. )
3.1	Excavator and Back Hoes ( with or without rock hammer )				
	1. JCB III or equivalent	hr	10		
	2. CAT 225 or equivalent	hr	10		
3.2	Mini Truck	hr	10		
3.3	Water Tanker	hr	10		
3.4	Hand Compactor	hr	10		
3.5	Mixer Machine	hr	10		
3.6	Welding Plant	hr	10		
3.7	Generator up to 5 KVA	hr	10		
3.8	Jack Hammer	hr	10		
3.9	Compressor with tools	hr	10		
4.0	Dewatering Pump (150 mm dia)	hr	5		
4.1	Steel Cutter	hr	5		
4.2	Gas Torch Plant	hr	5		
	Add percent adjustment for Contractor's overhead, profit, etc,	%			
Total for Day work Constructional Plant: (Carried forward to Daywork Summary)					

SIGNATURE OF CONTRACTOR

SEAL

MUNICIPAL SERVICES PROGRAM ( MSP ) JACOBABAD

PROCUREMENT AND INSTALLATION OF ELECTRICAL & MECHANICAL WORKS

BILL OF QUANTITIES

Summary ( Day-Work )

S.Nr	Description	Amount ( Rs. )
1	Total for Day-work: Labour ( B.O.Q Page NO - 27)	
2	Total for Day-work: Materials ( B.O.Q Page NO - 28)	
3	Total for Day-work: Constructional plant ( B.O.Q Page NO - 29)	
Total for Day work : (Carried forward to Summary of cost )		

SIGNATURE OF CONTRACTOR

SEAL



**PREAMBLE TO**  
**CONDITIONS OF CONTRACT**

## PREAMBLE TO CONDITIONS OF CONTRACT

<b>Commencement Date</b>	<p>Sub-Clause 1.1.1.(i)</p> <p>The date for commencement of the Works is the date of issuance of the Engineer's Written Order to Commence which shall be issued within 14 days of signing of the Contract Agreement</p>
<b>Defect Liability Period</b>	<p>Sub-Clause 1.1.11</p> <p>The Defects Liability Period is 365 days after the date certified in the Taking-Over Certificate but subject to extension as provided under Sub-Clause 30.4.</p>
<b>The Employer</b>	<p>Sub-Clause 1.1.12.</p> <p>The Employer is:</p> <p><b>The Program Management Unit (PMU)</b> <b>USAID-Sindh MSDP</b> <b>D-18, Block-2, Kehkashan, Clifton</b> <b>Karachi</b></p>
<b>The Engineer</b>	<p>Sub-Clause 1.1.15.</p> <p>The Engineer is:</p> <p><b>Dr. Muhammad Bashir Lakhani</b> <b>AAA/TCI</b> <b>16 – E, Block 6, PECHS,</b> <b>Karachi</b></p>
<b>Time for Completion</b>	<p>Sub-Clause 1.1.35.</p> <p>The Time for Completion is 300 days from the Commencement Date.</p>
<b>Warranty Period</b>	<p>Sub-Clause 1.1.40.</p> <p>The Warranty Period is Two years for (goods/plant/equipment) from the date of taking over of the Project.</p>
<b>Engineer's Duties &amp; Authorities</b>	<p>Sub-Clause 2.1</p> <p>The duties &amp; authorities of the Engineer are specified in Particular Conditions of Contract.</p>
<b>Confirmation in Writing</b>	<p>Sub-Clause 2.6</p> <p>(i) The Contractor shall notify to the Engineer within ten (10) days, if he requires any confirmation.</p> <p>(ii) Engineer shall confirm the decision/instruction within Fourteen (14) days of the requirement.</p>

<b>Ruling Language</b>	Sub-Clause 5.1. The version in English language (ruling language) shall prevail.
<b>Day to Day Communications</b>	Sub-Clause 5.2. The language for day to day communication is English.
<b>As Built-Drawings</b>	Sub-Clause 6.10 As-Built drawings shall be provided to the Engineer within thirty (30) days from the date of issue of Taking-Over Certificate.
<b>Programme to be Furnished</b>	Sub-Clause 12.1. The Programme must be submitted in the form of Bar-Chart for individual activities and overall project.
<b>Working Hours</b>	Sub-Clause 18.3. The normal working hours on the Site are to conform to the applicable labour laws and the existing customs of Pakistan.  If requested and duly substantiated by the Contractor, Engineer after due consultation with the Employer may increase or may alter the working hours of Engineer's Staff, supervising the works at site. However cost of overtime at 1.5 times the charged rate and other benefits as per applicable labour law of Pakistan shall be borne by the Contractor, and there shall be no claim admissible in this regard.
<b>Inspection and Testing During Manufacture</b>	Sub-Clause 20.2 Visits to the manufacturing facilities for four (4) persons per trip will be arranged by the Contractor. No. of trips including No. of days per trip has to be ascertained by the Contractor.
<b>Time for Completion</b>	Sub-Clause 25.1 Period of Completion is as stated under Sub-Clause 1.1.35 hereof.
<b>Earlier Completion</b>	Sub-Clause 26.3 (i) Amount of Bonus per day (Not Applicable) (ii) Max. Amount of Bonus (Not Applicable)
<b>Delay in Completion</b>	Sub-Clause 27.1. Failure of the Contractor to meet the Time for Completion entitles the Employer to deduct from the Contract Price, the liquidated damages at the following rate:  Rs.(a)* 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, where

**\*(a) = 10% of Evaluated Bid Price / (0.25 x Time for Completion in days).**

<b>Prolonged Delay</b>	Sub-Clause 27.2. Maximum amount recoverable from the Contractor by the Employer shall be 10% of Contract Price as stated in the Letter of Acceptance.
<b>Terms of Payment</b>	Sub-Clause 33.1. In addition to the provisions under Clause 33, the terms of payment shall be as stated in Sub-Clause 33.1 of Particular Conditions of Contract.
<b>Retention Money</b>	Sub-Clauses 33.1 & 33.5 The Retention Money shall be deducted at the rate of 10% of the amount payable under a Payment Application until the total deducted amount reaches the ceiling of 5% of the Contract sum.
<b>Payment in Foreign Currencies</b>	Sub-Clause 35.1. Payment in Foreign Currency(ies) is <b>NOT APPLICABLE</b> All payment shall be made in Pak Rupees Only.
<b>Insurance of Works</b>	Sub-Clause 43.1. The amount of insurance shall be for full replacement value of the Works. For the deductibles, if any, the Contractor shall submit an undertaking that he shall indemnify and keep indemnified the Employer for the amount of deductibles provided in the insurance policy.  Sub-Clause 43.1.(a) The additional risks to be insured are as stated in Sub-Clause 43.1(a) of the Particular Conditions of Contract.
<b>Third Party Liability</b>	Sub-Clause 43.3. Third Party Liability (Insurance) is as stated in Sub-Clause 43.3 of the Particular Conditions of Contract.
<b>Payment on Termination for Employer's Default</b>	Sub-Clause 46.3. The additional amount payable by the Employer on termination shall not exceed the actual cost of work executed.
<b>Labour, Materials and Transport</b>	Sub-Clause 47.1. The Contract is not subject to price adjustment.

<b>Notices to Engineer</b>	<p>Sub-Clause 49.2.</p> <p>The address of the Employer for notices is the same as given in Sub-Clause 1.1.12 here above.</p> <p>The address of the Engineer for notices is the same as given in Sub-Clause 1.1.15 here above.</p>
<b>Applicable Law</b>	<p>Sub-Clause 51.1.</p> <p>The Contract in all respects be read and construed and shall operate as a Pakistani Contract in conformity with the Laws of Islamic Republic of Pakistan.</p>
<b>Procedural Law for Arbitration</b>	<p>Sub-Clause 51.2.</p> <p>The procedural law for arbitration shall be the Rules of Pakistan Arbitration Act 1940 as amended.</p>
<b>Language and Place of Arbitration</b>	<p>Sub-Clause 51.3.</p> <p>The language of arbitration is English.</p> <p>The place of arbitration is Karachi, Pakistan.</p>

**GENERAL CONDITIONS OF**  
**CONTRACT PART- I**

## **[Notes on the Conditions of Contract]**

The Conditions of Contract comprise two parts:

- (a) General Conditions of Contract**
- (b) Particular 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 Internationale des Ingenieurs-Conseils, or FIDIC), and is commonly known as the FIDIC Conditions of Contract. (The used version is the 1987 edition, reprinted in 1988 with editorial amendments.)

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 Employer. 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 electrical/mechanical Works will ensure comprehensiveness of coverage, better balance of rights or obligations between Employer 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.\*

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\* 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:

FIDIC Secretariat

P.O. Box 86

1000 Lausanne 12

Switzerland

[fidic.pub@fidic.org](mailto:fidic.pub@fidic.org) – [FIDIC.org/bookshop](http://FIDIC.org/bookshop)]

The **“CONDITIONS OF CONTRACT FOR ELECTRICAL AND MECHANICAL WORKS”** section from page 71-141 has been removed as FIDIC doesn’t allow it to be copied. Download the PDF version of this document from PICC website to view it completely OR Copies of the FIDIC Conditions of Contract can be obtained from:

FIDIC Secretariat  
P.O. Box 86  
1000 Lausanne 12  
Switzerland

e-mail: [fidic.pub@fidic.org](mailto:fidic.pub@fidic.org) – [FIDIC.org/bookshop](http://FIDIC.org/bookshop)]



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## **PART-II: PARTICULAR CONDITIONS OF CONTRACT**

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The text of Sub-Clause 1.1.1 is deleted and substituted by the following:

“Commencement Date” means the date specified in the Preamble to Conditions of Contract.

The text of Sub-Clause 1.1.2 is deleted and substituted by the following:

“Conditions” means the Preamble to Conditions of Contract, General Conditions of Contract (GCC) and Particular Conditions of Contract (PCC) along with applicable schedules, Appendices and Performas to Bid.

#### **Sub-Clause 1.1.3**

At the end of Sub-Clause, the following is added:

“Any subsequent document mutually agreed and signed by the Employer and the Contractor, shall be the part of the Contract.”

#### **Sub-Clause 1.1.5**

The text of Sub-Clause 1.1.5 is deleted and substituted by the following:

“Contract Price” means “the sum stated in the Letter of Acceptance as payable to the Contractor for the execution and completion of the Works subject to such additions thereto or deductions therefrom as may be made under the provisions hereinafter contained and remedying of any defects therein in accordance with the provisions of the Contract”.

#### **Sub-Clause 1.1.11**

The Defects Liability Period is the period mentioned in the Preamble to Conditions of Contract.

#### **Sub-Clause 1.1.12**

Managing Director or any other representative authorized by the Employer and the legal successor in title to his position.

“Procuring Agency” is synonymous to “Employer”

#### **Sub-Clause 1.1.15**

The following is added at the end of the Sub-Clause:

“or any other competent person appointed by the Procuring Agency as his replacement.”

#### Sub-Clause 1.1.23

The following paragraph is added:

The word 'Goods' is synonymous with the word "Plants/equipment".

The text of Sub-Clause 1.1.27 is deleted and substituted by the following:

"Schedule of Prices" means the completed and priced Schedule of Prices/BOQ, or any part or individual Schedule/BOQ thereof, submitted by the Contractor with his Bid or revised and mutually agreed and forming a part of the Contract Documents.

The Schedule of Prices and Priced Bill of Quantities (BOQ) used in this document have the same meaning and intent.

#### Sub-Clause 1.1.33:

The word "Tender" is synonymous with the word "Bid" and the word 'Tender Documents' with "Bidding Documents" and the word "bidder" with the word "tenderer".

*The following Sub-Clauses 1.1.38 to 1.1.49 are added:*

#### Sub-Clause 1.1.38

"Month" means calendar month according to Gregorian calendar.

#### Sub-Clause 1.1.39

"Operation and Maintenance Manuals" has the meaning described in Sub-Clause 6.6.

#### Sub-Clause 1.1.40

"Warranty Certificate" means the certificate against specified goods/equipment, for the period mentioned in the Preamble to Conditions of Contract, to be issued by the Contractor that the goods/equipment supplied under the Contract are new, unused and incorporate all recent improvements in design and materials unless provided otherwise in the Contract and that the Contractor will be responsible for making good or replacing any defective goods/equipment during the Warranty Period specified in the Preamble to Conditions of Contract which should commence after expiry of Defects Liability Period.

#### Sub-Clause 1.1.41

The word 'Part II' wherever appearing in FIDIC Conditions of Contract is synonymous with the words "Particular Conditions of Contract".

#### Sub-Clause 1.1.42

The words 'Local Goods' is synonymous with the words "Indigenous Goods" and the word 'Installation' with "Erection".

#### Sub-Clause 1.1.43

"Constructional Plant" means all appliances or things of whatsoever nature (other than Temporary Works) required for execution and completion of the Works and the remedying of

any defects therein but does not include Plant, materials or other things intended to form or forming part of Permanent Works. The word 'Constructional Plant' is synonymous with "Contractor's Equipment".

**Sub-Clause 1.1.44**

"Contractor's Agent" means the person for the time being or from time to time appointed by the Contractor pursuant to the provisions of Clause 13. The word "Contractor's Agent" is synonymous with "Contractor's Representative".

**Sub-Clause 1.1.45**

"Performance Tests" means tests intended to demonstrate the attainment of guaranteed contract performance to be conducted in accordance with the requirement of the Specifications.

**Sub-Clause 1.1.46**

"Reliability Test" means such test or tests as are provided for in the Contract, or as may be agreed upon, which shall be successfully completed as a pre-requisite to Taking Over.

**Sub-Clause 1.1.47**

"Temporary Works" means all temporary works of every kind (other than Contractor's Equipment) required in or about the execution and completion of the Works and the remedying of any defects therein.

**Sub-Clause 1.1.48**

"Permanent Works" means the works to be executed (including Plant) in accordance with the Contract.

**Sub-Clause 1.1.49**

The word "Country" stated in Contract Documents is synonymous with the word "Islamic Republic of Pakistan."

**Sub-Clause 1.6 Costs, Overhead Charges and Profit**

Deleted in its entirety and substituted with following:

"All costs, overhead charges and profits are covered in quoted rates of the Contractor and shall not be paid separately."

**Sub-Clause 2.1 Engineer's Duties**

The text of Sub-Clause 2.1 is deleted and substituted by the following:

"The Engineer shall carry out the duties specified in the Contract.

The Engineer may exercise the authority attributable to the Engineer as specified in or necessarily to be implied from the Contract. The Engineer is required to obtain the specific

approval of the Employer before carrying out his duties in accordance with the following Clauses of General Conditions of Contract (GCC):

- (a) approval of Subcontractor under Sub-Clause 4.1,
- (b) certifying additional sums under Sub-Clause 5.4,
- (c) certifying additional costs under Sub-Clauses 11.3 & 12.3,
- (d) certifying any cost under Sub-Clause 14.6,
- (e) approval of extension of time under Clause 26,
- (f) issuing a Taking-Over Certificate under Sub-Clause 29,
- (g) issuing a Defects Liability Certificate under Sub-Clause 30.11,
- (h) issuing a Variation Order under Clause 31,
- (i) fixing rates or prices under Clauses 31 and 34,
- (j) certifying additional costs under Sub-Clause 44.5 and
- (k) certifying additional costs under Sub-Clause 47.2;

Except for such variations pursuant to Sub-Clause 31.1 of the GCC which may be necessary in an emergency affecting safety of life, the Works or of adjoining property.

Except as expressly stated in the Contract, the Engineer shall have no authority to relieve the Contractor of any of his obligations under the Contract.”

#### **Sub-Clause 2.6 Confirmation in Writing**

- (i) In line 3 after the words “undue delay” the following is added:  
“but not after the number of days mentioned in the Preamble to Conditions of Contract from the instruction or decision”.
- (ii) At the end of Sub-Clause 2.6, the following is added:  
  
"The Engineer shall confirm or otherwise within the period mentioned in the Preamble to Conditions of Contract from the receipt of requirement(s) from the Contractor”.

#### **Sub-Clause 2.7 Disputing Engineer’s Decisions and Instructions**

The following text is deleted:

“If either party ..... in accordance with the Contract.”

#### **Sub-Clause 2.8 Replacement of Engineer**

The text of Sub-Clause 2.8 is deleted in its entirety and substituted by the following:

“If the Employer intends to replace the Engineer, the Employer shall, not less than fourteen (14) days before the intended date of replacement, give notice to the Contractor, of the name, address and relevant experience of the intended replacement Engineer. The Employer shall not

replace the Engineer with a person against whom the Contractor raises reasonable objection by notice to the Employer, with supporting particulars.”

*The following Sub-Clause 2.9 is added:*

**“Sub-Clause 2.9 Engineer Not Liable**

Approval, reviews and inspection by the Engineer of any part of the Works does not relieve the Contractor from his sole responsibility and liability for the supply of remaining materials and equipment for the Works and parts thereof and complete the remaining erection works and testing and commissioning in accordance with the Contract and neither the Engineer’s authority to act nor any decision made by him in good faith as provided for under this Contract whether to exercise or not to exercise such authority shall give rise to any duty or responsibility of the Engineer to the Contractor, any Subcontractor, any of their representatives or employees or any other person performing any of the Works. However the Contractor shall be compensated if any loss/damage is occurred due to the decision of the Engineer.”

*The following Sub-Clause 4.2 is added:*

**“Sub-Clause 4.2” No Contractual Relation between Subcontractor and the Employer**

Nothing contained in the Contract Documents shall create any contractual relation between any Subcontractor and the Procuring Agency.”

**Sub-Clause 5.3 Priority of Contract Documents**

The text of Sub-Clause 5.3 is deleted and substituted by the following:

“Unless otherwise provided in the Contract, the priority of the Contract Documents shall be as follows:

1. The Contract Agreement (if completed)
2. The Letter of Acceptance
3. The completed Form of Bid
4. Preamble to Conditions of Contract
5. The Particular Conditions of Contract
6. The General Conditions of Contract
7. The priced Schedule of Prices/BOQ
8. The completed Schedules to Bid
9. The Specifications
10. The Drawings
11. Addendum, if any, shall be deemed to have been incorporated at the appropriate place in the documents forming the Contract Agreement.

In case of discrepancies between drawings, those of larger scale shall govern unless they are



superseded by drawing(s) of a later date regardless of scale. All drawings and specifications shall be interpreted in conformity with the Contract Agreement and these conditions.”

#### **Sub-Clause 5.4 Documents Mutually Explanatory**

The text appearing in the last line after the words “the Contract Price” is deleted.

#### **Sub-Clause 6.2 Consequences of Disapproval of Contractor's Drawings**

Full stop in the last line is deleted and the following words are added at the end of the Sub-Clause:

“for the approval of the Engineer. However, the Contractor shall not be entitled for time extension on this account”.

#### **Sub-Clause 6.6 Operation and Maintenance Manuals**

Paras 2 & 3 are deleted and the following text is added at the end of Para 1 of Sub-Clause:

“The Operation and Maintenance Manuals shall include full instructions for the operation, servicing and maintenance of the Plant/equipment, not only during the period of the Contractor's liability but more particularly during its operating life.

The directions shall be set out simply, clearly and systematically. This may be divided into two volumes if desirable, one for operation and the second for servicing and maintenance (in sub-volumes for major items of Plant/equipment).

The operational data shall include a complete physical and functional description of the Plant/equipment (in sub-volumes for major items of Plant) and step-by-step procedures for inspection, checking and adjustments for proper operation of the Plant/equipment.

The maintenance data shall include complete instructions for routine checks, servicing, maintenance and repair of all parts and for dismantling, handling and re-assembly of all Plant/equipment, sub-assemblies and all separate components. The maintenance data shall also include where possible parts catalogues. The lists shall provide all necessary information for identifying the parts and for re-ordering the parts including name of part, part number and catalogue references where applicable, name of manufacturer, size, capacity and other characteristics .

General arrangements, single line diagrams and detailed drawings shall be provided for ready reference in the operation and maintenance instructions.

The manuals shall be printed on ISO paper size A4 (210x297 mm) with offset or equivalent printing strongly bound in a durable stiff cover bearing the title in approved legend. Drawings shall be folded or reduced to 297 mm height. All volumes shall bear on the spine an approved shortened version of the title.

The Contractor shall submit three (3) draft copies for approval of the Engineer prior to producing finished volumes.

The Contractor shall provide ten (10) copies of the approved Operation and Maintenance

Manuals prior to Taking Over by the Employer. Supplementary Operation and Maintenance Manual shall be provided by the Contractor, if required, to incorporate changes resulting from experience during the operation and maintenance period. The work shall not be considered to be completed for the purpose of taking over until such manual and drawings have been supplied to the Procuring Agency."

#### **Sub-Clause 6.9 Manufacturing Drawings**

The words "Unless otherwise specified in Part-II" are deleted and the following is added at the end of Sub-Clause:

"However, the Contractor is required to disclose to the Engineer or the Procuring Agency any confidential information necessary to justify the reliability, the efficiency and the operation and maintenance of the Plant supplied by him."

*The following new Sub-Clauses 6.10 and 6.11 are added:*

#### **Sub-Clause 6.10 "As-Built" Drawings**

The Contractor shall furnish to the Engineer six (6) copies and one (1) reproducible of approved quality of all "As-Built" drawings including soft copy on CD within the period mentioned in the Preamble to Conditions of Contract.

#### **Sub-Clause 6.11 Shop Drawings**

The Contractor shall submit to the Engineer for review three (3) copies of all shop and site erection work drawings on 1:4 scale seeking approval of the Engineer.

The Contractor will submit shop drawings of the foundations of generators, pumps and motors etc. and other related civil/builder's work within three months of the commencement of Work for the approval of Engineer.

Review and approval by the Engineer shall not be construed as a complete check but will indicate only that the general method of construction and detailing is satisfactory and that the Engineer's review or approval shall not relieve the Contractor of any of his responsibilities under the Contract."

#### **Sub-Clause 8.1 General Obligations**

The text of Sub-Clause 8.1 is deleted and substituted by the following:

- "(a) The Contractor shall commence the work on the date specified in the Preamble to Conditions of Contract and shall proceed with the same with due expedition and without delay.
- (b) The Contractor shall, in accordance with the Contract, with due care and diligence, complete the Works and test and commission the Plant and carry out the Works within the Time for Completion. The Contractor shall also provide all necessary Contractor's Equipment, superintendence, labour and except as stated herein below, all necessary facilities therefor.

The Employer will permit use of the Erection, Testing Equipment and Maintenance Tools if available freely at site.

The above facilities shall be provided at no cost to the Contractor but he shall procure at his cost all required consumable materials and any other items necessary for the proper execution of the Works. These shall be properly used and maintained by the Contractor and returned to the Employer upon handing over of the Works in good condition, fair wear and tear excepted. In case of any damage, loss or theft, the items shall be replaced by the Contractor at his own cost."

#### **Sub-Clause 9.1 Contract Agreement**

The word "Employer" from third line is replaced by "Contractor" and the following is added at the end of Sub-Clause:

"The cost of stamp duties and similar charges (if any) imposed by law in connection with entry in to the Contract Agreement shall be borne by the Contractor. The Contractor shall provide six (6) copies of signed Contract Document to the Employer in proper book form for record. The cost in this respect will be borne by the Contractor."

#### **Sub-Clause 10.1 Performance Security**

The text of Sub-Clause 10.1 is deleted and substituted by the following:

"The Contractor shall provide a Performance Security in the prescribed Form annexed to these Documents. The said Security shall be furnished by the Contractor within twenty eight (28) days after the receipt of Letter of Acceptance. The Performance Security shall be of an amount equal to 5 percent of the Contract Price in Pak Rupees, in the form of an unconditional Bank Guarantee from any Scheduled Bank of Pakistan or from a bank located outside Pakistan duly counter-guaranteed by a Scheduled Bank of Pakistan.

The performance security shall remain valid up to twenty eight (28) days beyond the expiry of Defects Liability Period and shall be released within 28 days after receiving a copy of Defects Liability Certificate.

The cost of complying with the requirements of this Sub-Clause shall be borne by the Contractor".

*The following new Sub Clause 10.4 is added:*

#### **Sub-Clause 10.4 Performance Security Binding on Variations and Changes**

"The Performance Security shall be binding irrespective of variations and changes in the quantities of the Works or extensions in completion time of the Works, which are granted or agreed upon under the provisions of the Contract."

#### **Sub-Clause 12.1 Programme to be Furnished**

(1) The text of Sub-Clause 12.1(a) is deleted and substituted by the following:

"(a) the order in which the Contractor proposes to carry out the Works (including preliminaries, required material ordering, delivery to Site, construction, erection and

rectifications work, testing, commissioning and taking-over by the Employer). The programme shall also include the following:

- (i) Employment of local and expatriate labour of various categories;
- (ii) Local material procurement; and
- (iii) Material imports, if any.”

(2) In Sub-Clause 12.1(c) (iv), the words “any import licenses” are deleted

*The following new Sub-Clauses 12.4 and 12.5 are added:*

**Sub-Clause 12.4 Monthly Progress Report**

During the period of the Contract, the Contractor shall submit six (6) sets of monthly progress report to the Engineer not later than the 8th day of each month including:

- (i) a construction schedule indicating the progress achieved during the preceding month;
- (ii) description of all work carried out since the last report;
- (iii) description of the work planned for the next forty-two (42) days sufficiently detailed to enable the Project Manager/Engineer to determine his programme of inspection and testing;
- (iv) summary of daily job record for the preceding month;
- (v) colour photographs to illustrate progress.

**Sub-Clause 12.5 Daily Job Record**

“During the period of the Contract, the Contractor shall keep a daily record of the work progress duly verified by the Engineer, which shall be made available to the Engineer as and when requested.

The daily record shall include particulars of weather conditions, number of men working in different categories, deliveries of materials, quantity, location and assignment of equipment.”

**Sub-Clause 13.1 Contractor's Representative**

At the end of the Sub-Clause, the following is added:

“The Contractor's Representative shall be a competent and skilled person approved by the Engineer (which approval may at any time be withdrawn). He shall be present on the Site during all working hours and shall not be transferred from the Site without the consent of the Engineer. He shall be fluent in the English language. The Contractor's Representative shall be a Registered/Professional Engineer as defined in the Pakistan Engineering Council Act 1975 (V of 1976).”

*The following new Sub-Clauses 13.3, 13.4, 13.5, 13.6, 13.7 and 13.8 are added:*

**Sub-Clause 13.3 Language Ability of Superintending Staff of Contractor**

A reasonable proportion of the Contractor's superintending staff shall have a working knowledge of the English language, or the Contractor shall have a sufficient number of competent interpreters available on site during all working hours.

**Sub-Clause 13.4 Employment of Local Personnel**

"The Contractor shall, to the extent practicable and reasonable, employ staff and labour from sources within Pakistan."

**Sub-Clause 13.5 Foreign Staff and Labour**

"The Contractor may deploy foreign personnel who are necessary for the execution of the Works. However, the Contractor shall ensure that these personnel are provided with the required residence visas and work permits. The Contractor shall be responsible for the return to the place where they were recruited or to the country of their domicile. In the event of death in the Country of any of these personnel or members of their families, the Contractor shall similarly be responsible for making the appropriate arrangements for their return or burial."

**Sub-Clause 13.6 Alcoholic Liquor or Drugs**

The Contractor shall not, otherwise than in accordance with the laws of the Country import, sell, give, barter or otherwise dispose of any alcoholic liquor or drugs, or permit or allow their importation, sale, gift, barter or disposal by the Contractor's Personnel.

**Sub-Clause 13.7 Arms and Ammunition**

The Contractor shall not give, barter or otherwise dispose of to any person or persons, any arms or ammunition of any kind or allow Contractor's Personnel to do so.

**Sub-Clause 13.8 Festivals and Religious Customs**

The Contractor shall respect the Country's recognized festivals, days of rest and religious or other customs.

**Sub-Clause 14.1 Contractor's Equipment**

Replace the word "or" at the end of Sub-paragraph (a) by "and" and insert the following at the end of Sub-paragraph (b):

"which shall not be unreasonably withheld."

**Sub-Clause 14.2 Safety Precautions**

At the end of the Sub-Clause, the following is added:

"In order to provide for the safety, health and welfare of persons, and for prevention of damage of any kind, all operations for the purposes of or in connection with the Contract shall be carried

out in compliance with the safety requirements of the Government of Pakistan with such modifications thereto as the Engineer may authorize or direct and the Contractor shall take or cause to be taken such further measures and comply with such further requirements as the Engineer may determine to be reasonably necessary for such purpose.

The Contractor shall make, maintain, and submit reports to the Engineer concerning safety, health and welfare of persons and damage to property as the Engineer may from time to time prescribe.”

#### **Sub-Clause 14.3 Electricity, Water and Gas**

The text of Sub-Clause 14.3 is deleted and substituted by the following:

“The Contractor shall be responsible for making his own arrangements for the adequate supply of electricity, water and gas required for the effective performance of his obligations under the Contract. Subject to the aforesaid, the Contractor shall be entitled to use for the purposes of the Works such supplies and services as may be available on the Site. The Contractor shall, before the commencement of the work at Site, seek the approval of the Engineer as to his detailed requirements of electricity, water and gas for the entire Contract period. The Contractor shall pay the Procuring Agency at the rates/cost incurred by the Procuring Agency. The Contractor shall at his own cost provide any apparatus necessary for such use”.

#### **Sub-Clause 14.4 Procuring Agency’s Equipment**

The text of Sub-Clause 14.4 is deleted and substituted by the following:

“The Procuring Agency shall, if the Contractor so requests for the execution of the works operate any available equipment solely at the Employer’s discretion. The Contractor shall pay the Employer a mutually agreed price for such use.

The Employer shall during such operation retain control of and be responsible for the safe working of the equipment.”

#### **Sub-Clause 14.8 Information for Import Permits & Licenses**

The text of Sub-Clause 14.8 is deleted and substituted by the following:

“The Contractor shall submit to the Procuring Agency in good time such details of all Plant and Contractor's Equipment to be imported into Pakistan and identify as to what assistance of the Procuring Agency is required for obtaining by the Contractor of all necessary import permits or licenses”.

#### **Sub-Clause 15.2 Compliance with Laws**

The text of Sub-Clause 15.2 is deleted and substituted by the following:

“The Contractor shall comply with the Laws of country of manufacture and the Laws of Islamic Republic of Pakistan where the Plant is to be erected”.

*The following new Sub-Clauses 16.4 and 16.5 are added:*

**Sub-Clause 16.4 Photographs of Works and Advertisement Prohibited**

Except with the prior written authorization of the Procuring Agency the Contractor shall not exhibit or permit to be exhibited any photographs or advertisement on the Works. Any authorized exhibition shall be immediately removed if the Procuring Agency so requires.

**Sub-Clause 16.5 Training of Employer's/Consultant's Staff**

The Contractor shall provide such facilities for the training of such numbers of Pakistani engineers, engineering students, apprentices and trade apprentices on such sections of the Works at the Site or on the Contractor's premises or Contractor selected plant manufacturer's premises and factories, or wherever else work is in hand, as specified or directed by the Engineer. The Employer shall direct what sums by way of wages and allowances are to be paid by the Contractor to such persons and shall reimburse the Contractor for such sums as are so directed to be paid and are paid. The Contractor shall also provide medical expenses or medical insurance and travelling expenses for trainees if required by the Procuring Agency which shall be reimbursed by the Procuring Agency.

The language of training at the above stated premises shall be English and Urdu."

**Sub-Clause 17.4 Consents and Way Leaves**

The text of Sub-Clause 17.4 is deleted and substituted by the following:

"The Procuring Agency shall issue permissions, letters, certificates and provide such other assistance to the Contractor for his obtaining permits-to-work, way leaves and approvals from any other department/authority and right of way from private owners, if required. The Contractor will bear the cost of logistics, fees, etc. for such activities. The Procuring Agency, will reimburse the Contractor only the payments made by him in respect of any land compensation for obtaining such way leaves, required for the Works."

**Sub-Clause 17.5 – Import Permits and Licenses**

The word "Employer" is deleted and substituted by the word "Contractor" and the following is added at the end of Sub-Clause 17.5:

"The Employer will provide assistance for this purpose."

**Sub-Clause 18.1 – Engagement of Labour**

At the end of the Clause the following is added:

"in accordance with the regulations, orders and requirements of the Government of Pakistan".

The following new Sub-Clauses 18.5 to 18.13 are added:

**Sub-Clause 18.5 Employment of Persons in the Service of Others**

The Contractor shall not recruit or attempt to recruit his staff and labour from amongst the persons in the service of the Procuring Agency or the Project Manager/Engineer and vice-versa, unless mutually agreed between the Procuring Agency /Engineer and the Contractor.

#### **Sub-Clause 18.6 Disorderly Conduct**

The Contractor shall at all times take all reasonable precautions to prevent any unlawful riotous or disorderly conduct by or amongst his staff and labour and for the preservation of peace and protection of persons and property in the neighborhood of the Works.

#### **Sub-Clause 18.7 Records of Safety and Health**

The Contractor shall maintain such records and make such reports concerning safety, health and welfare of persons and damage to property as the Engineer may from time to time prescribe.

#### **Sub-Clause 18.8 Reporting of Accidents**

The Contractor shall report to the Engineer details of any accident as soon as possible after its occurrence. In the case of any fatality or serious accident, the Contractor shall, in addition to appropriate action required under the law, notify the Engineer immediately by the quickest available means.

#### **Sub-Clause 18.9 Housing for Labour**

Save insofar as the Contract otherwise provides, the Contractor shall provide and maintain such housing accommodation and amenities as he may consider necessary for all his supervisory staff and labour, employed for the purposes of or in connection with the Contract including all fencing, electricity supply, sanitation, cookhouses, fire prevention, water supply and other requirements in connection with such housing accommodation or amenities. On completion of the Contract, these facilities shall be handed over to the Procuring Agency or if the Procuring Agency so desires, the temporary camps or housing provided by the Contractor shall be removed and the Site reinstated to its original condition, all to the approval of the Engineer.

#### **Sub-Clause 18.10 Epidemics**

In the event of any outbreak of illness of an epidemic nature, the Contractor shall comply with and carry out such regulations, orders and requirements as may be made by the Government, or the local medical or sanitary authorities, for purpose of dealing with and overcoming the same.

#### **Sub-Clause 18.11 Supply of Water**

The Contractor shall, so far as is reasonably practicable, having regard to local conditions, provide on the Site, to the satisfaction of the Engineer or his representative, adequate supply of drinking and other water for the use of his staff and labour.

#### **Sub-Clause 18.12 Compliance by Subcontractors**

The Contractor shall be responsible for compliance by his Subcontractors of the foregoing provisions.”



### **Sub-Clause 18.13 Environmental Documentation Form**

A document "Environmental Documentation Form" is attached with these Contract Documents. The Contractor shall follow and implement this document for necessary compliance in its entirety on the site. Compliance with these conditions will be regularly confirmed and documented.

### **Sub-Clause 19.1 Manner of Execution**

The following is added at the end of Sub-Clause:

"The Contractor shall submit for approval of the Engineer, his detailed method statement(s) for the execution of such items of work as may be desired by the Engineer. Approval of such method statement(s) shall neither relieve the Contractor of his responsibilities under the Contract nor form any basis for claiming additional costs."

### **Sub-Clause 19.3 Uncovering Work**

The following is added at the end of second paragraph of Sub-Clause 19.3:

"In any other case, all costs shall be borne by the Contractor."

The following new Sub-Clause 19.4 is added:

### **Sub-Clause 19.4 Use of Pakistani Materials**

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

### **Sub-Clause 20.2 Inspection and Testing During Manufacture**

The following is added at the end of second paragraph of Sub-Clause 20.2:

"For any plant, equipment & machinery manufactured at the facility outside Pakistan, the Contractor at his own cost shall arrange all requirements for endorsement of visas, boarding, lodging and any other expenses for the relevant staff of the Employer, NSUSC and the Engineer for witnessing of testing at the place manufacturing.

Visits to the manufacturing facilities for four (4) persons per trip will be arranged by the Contractor. No. of trips including No. of days per trip has to be ascertained by the Contractor. "

### **Sub-Clause 24.1 Cost of Suspension**

At the end of the second paragraph after the word "Contractor" the following is added:

"or for the proper execution or for the safety of the Works or Plant unless such necessity results from any act or default of the Project Manager/Engineer or the Employer or in consequence of any of the Employer's Risks under Sub-Clause 37.2."

#### **Sub-Clause 24.4 Resumption of Work**

First paragraph of Sub-Clause 24.4 is deleted and substituted by the following:

“If the Contractor chooses not to treat prolonged suspension as an omission or termination under Sub-Clause 24.3, the Procuring Agency shall, upon the request of the Contractor, take over the responsibility for protection, storage, security and insurance of the suspended Works and of the Plant which has been delivered to the Site and which is affected by suspension and the risk of loss or damage thereto shall thereupon pass to the Procuring Agency”.

#### **Sub-Clause 25.1 Time for Completion**

The text of Sub-Clause 25.1 is deleted and substituted by the following:

“The Works at the place of the project mentioned in the Preamble to Conditions of Contract shall be completed, tested and commissioned within the period mentioned in the Preamble to Conditions of Contract.”

#### **Sub-Clause 26.1 Extension of Time for Completion**

Sub-Clause 26.1(h) is deleted.

#### **Sub-Clause 26.3 Earlier Completion**

Sub-Clause 26.3 is deleted in its entirety.

*The following new Sub-Clause 26.4 is added:*

#### **Sub-Clause 26.4 Rate of Progress**

“If for any reason, which does not entitle the Contractor to an extension of time, the rate of progress of the Works or any Section is at any time, in the opinion of the Engineer, too slow to comply with the Time for Completion, the Engineer shall so notify the Contractor who shall thereupon take such steps as are necessary, subject to the consent of the Engineer, to expedite progress so as to comply with the Time for Completion. The Contractor shall not be entitled to any additional payment for taking such steps. If, as a result of any notice given by the Engineer under this Clause, the Contractor considers that it is necessary to do any work at night or on locally recognized days of rest, he shall be entitled to seek the consent of the Engineer so to do. Provided that if any steps, taken by the Contractor in meeting his obligations under this Sub-Clause, involve the Procuring Agency in additional supervision costs, such costs shall, after due consultation with the Procuring Agency and the Contractor, be determined by the Engineer and shall be recoverable from the Contractor by the Procuring Agency, and may be deducted by the Procuring Agency from any moneys due or to become due to the Contractor and the Engineer shall notify the Contractor accordingly, with a copy to the Procuring Agency.”

#### **Sub-Clause 27.1 Delay in Completion**

The text of Sub-Clause 27.1 is deleted and substituted by the following:

“If the Contractor fails to deliver the Works, or any part thereof, within the time stated in Sub-Clause 25.1, or fails to complete the whole of the Work, or, if applicable, any Section within the

relevant time prescribed by Sub-Clause 25.1, then the Contractor shall pay to the Procuring Agency the relevant sum stated herein below as liquidated damages for such default (which sum shall be the only moneys due from the Contractor for such default) for every day or part of a day which shall elapse between the relevant time for Delivery or Time for Completion and the actual date of delivery at site or the date stated in a Taking-Over Certificate of the whole of the Works or the relevant Section, as the case may be, subject to the applicable limit stated herein below.

The Procuring Agency may deduct the amount of such damages from any monies due or to become due to the Contractor. The payment or deduction of such damages shall not relieve the Contractor from his obligation to complete the Works, or from any other of his obligations and liabilities under the Contract.

The liquidated damages for each day of delay and the maximum amount of liquidated damages shall be the amounts mentioned in the Preamble to Conditions of Contract.”

#### **Sub-Clause 28.7 Consequences of Failure to Pass Tests on Completion**

The words “by arbitration” appearing at the end of the Sub-Clause 28.7(c) are deleted and substituted by the words “by the Engineer”.

#### **Sub-Clause 30.1 Defects Liability Period**

At the end of Sub-Clause the following is added:

“Defects Liability Period is 365 days calculated from the date on which works have satisfactorily passed the test on completion and Test Certificate under Clause 28.9 of Conditions of Contract is issued by the Engineer.”

#### **Sub-Clause 30.4 Extension of Defects Liability Period**

At the end of 4th paragraph of Sub-Clause the following is added:  
“or a mutually agreed period.”

#### **Sub-Clause 30.5 Failure to Remedy Defects**

In first line after the words “reasonable time” the following is added:  
“fixed by the Engineer”.

The following new Sub-Clause 30.13 is added:

#### **Sub-Clause 30.13 Unfulfilled Obligations**

“After the Defects Liability Certificate has been issued, the Contractor and the Procuring Agency shall remain liable for the fulfillment of any obligation which remains unperformed at that time. For the purposes of determining the nature and extent of any such obligation, the Contract shall be deemed to remain in force.”

### **Sub-Clause 31.1 Engineer's Right to Vary**

The following is added at the end of second paragraph:

“No such variation shall in any way vitiate or invalidate the Contract, but the effect, if any, of all such variations shall be valued in accordance with Clause 31. Provided that whether the issue of an instruction to vary the Works is necessitated by some default of or breach of Contract by the Contractor or for which he is responsible, any additional cost attributable to such default shall be borne by the Contractor”.

### **Sub-Clause 31.5 Records of Costs**

The word “Engineer” in 4th line of Sub-Clause is deleted and substituted by “Engineer/Employer”.

The following is added at the end of paragraph:

“If, on the issue of the Defects Liability Certificate for the whole of the Works, it is found that as a result of:

- i. all varied work valued under the Contract
- ii. all adjustments upon measurement of the estimated quantities set out in Bill of Quantities, excluding provisional sums and daywork

but not from any other cause, there have been additions to or deductions from the Contract Price which taken together are in excess of 15% of the “Effective Contract Price” (which for the purposes of this Sub-Clause shall mean the Contract Price, defined in Sub Clause 1.1.5, excluding provisional sums and allowance for daywork, if any) then and in such event (subject to any action already taken under any other Sub-Clauses of this Contract), after due consultation by the Engineer with the Employer and the Contractor, there shall be added to or deducted from the Contract Price such further sum as may be agreed between the Contractor and the Employer or, failing agreement, determined by the Engineer having regard to the Contractor’s Site and general overhead costs of the Contract. The Engineer shall notify the Contractor of any determination made under this Sub-Clause, with a copy to the Employer. Such sum shall be based only on the amount by which such additions or deduction shall be in excess of 15% of the Effective Contract Price.”

*The following new Sub-Clauses 31.6 and 31.7 are added:*

### **Sub-Clause 31.6 Daywork under Variation Order**

A Variation Order may provide that work done pursuant thereto shall be executed as Daywork, if considered in the opinion of the Engineer. In such case the Contractor shall be paid for such work under the conditions and the rates and prices set out in the Day Work Schedule.

### **Sub-Clause 31.7 Value Engineering**

The Contractor may, at any time, submit to the Engineer a written proposal which in the Contractor’s opinion will reduce the cost of constructing, maintaining or operating the works, or improve the efficiency or value to the Procuring Agency of the completed Works or otherwise

be of benefit to the Procuring Agency. Any such proposal shall be prepared at the cost of the Contractor. However Procuring Agency is not bound to accept such proposal.”

### **Sub-Clause 33.1 Terms of Payment**

The text of Sub-Clause 33.1 is deleted and substituted by the following:

- A) The Contractor shall submit his application for Interim Payments as specified in sub clause 33.2 hereof.

The Engineer shall, within Twenty Eight (28) days of receiving such interim payment statement and within Fifty Six (56) days in case of Final Statement, certify to the Employer the amount of payment to the Contractor which he considers due and payable in respect thereof, subject to:

- (a) firstly, to the retention of the account calculated by applying the Percentage of Retention stated in preamble to Conditions of Contract, to the amount to which the Contractor is entitled, until the amount so retained reaches the Limit of Retention Money stated in the preamble to Conditions of Contract , and
- (b) secondly, to the deduction of any sums which may have become due and payable by the Contractor to the Procuring Agency.

Notwithstanding the terms of this Clause or any other Clause of the Contract, no amount will be certified by the Engineer for payment until the performance security, if required under the Contract, has been provided by the Contractor and approved by the Procuring Agency.

Minimum amount of Interim/ Running Payment Certificates (Running Bills) should be 3% of the Accepted Contract Amount.

### **B) Mobilization Advance**

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

- (i) Mobilization advance up to 10 % of the Contract Price may be paid by the Procuring Agency to the Contractor 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) the 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 IPC's and in case the number of IPC's is less than 5 then 1/5 of the

advance inclusive of the interest thereon shall be recovered from each IPC and the balance together with interest be recovered from the final payment certificate. It may be ensured that there is sufficient amount in the final payment certificate to enable recovery of the Mobilization Advance.

*The following new Sub-Clauses 33.1.1 to 33.1.3 are added:*

**Sub-Clause 33.1.1 Retention of Payment**

“If at any time any payment would fall due for Works or part of Works and, if there shall be any defect in part of such Works in respect of which such payment is proposed, the Procuring Agency may retain the whole or any part of such payment. Any sum retained by the Procuring Agency pursuant to the provisions of this Clause shall be paid to the Contractor after the said defect is removed.”

**Sub-Clause 33.1.2 Payment Where Taking-Over Certificate Issued for Section or Part of Works**

“If any section or part of the Works shall be taken-over separately under Clause 29 (Taking-Over) hereof, the payments herein provided for on or after Taking-Over shall be made in respect of the section or part taken-over and reference to the price shall mean such part of the price as shall, in the absence of agreement, be apportioned thereto by the Engineer.”

**Sub-Clause 33.1.3 Payment of Retention Money**

- a) Upon the issue of the Taking Over Certificate with respect to the whole of the works, one half of the Retention Money, or upon the issue of a Taking Over Certificate with respect to a section or part of the Permanent Works only such proportion thereof as the Engineer determines having regards to the relative values of such section or part of the Permanent works, shall be certified by the Engineer for payment to the contractor.
- b) Upon the expiration of the Defects Liability Period for the works the other half of the Retention Money shall be certified by the Engineer for payment to the Contractor. Provided that, in the event of different Defects Liability Period having become applicable to different sections or part of the Permanent Work pursuant to Clause 30 , the expression” expiration of the Defects Liability Period” shall , for the purposes of this sub-Clause , be deemed to mean the expiration of the latest of such periods. Provided also that if at such time , there shall remain to be executed by the Contractor any work, the Engineer shall be entitled to withhold certification until completion of such work of so much of the balance of the Retention Money as shall, in the opinion of the Engineer, represent the cost of the work remaining to be executed.

**Sub-Clause 33.2 Method of Application**

The following paragraphs are added:

“The Contractor shall submit to the Engineer six (6) copies of the Application for Certificate of Payment (invoices) each signed by the Contractor and in such form as the Engineer may from time to time prescribe.

The Engineer shall examine such invoices within the times stated in Sub-Clauses 33.3 and 33.5. After such time, each invoice will be deemed to have been accepted. If the invoice amount is not accepted by the Engineer, the disputed amount which is retained shall be communicated, giving the reasons in writing, to the Contractor within the same time. If the objections of the Engineer are not acceptable to the Contractor he will justify his claims with necessary documentation and include left over amounts / items in the next invoice. However, the portions of such invoices accepted by the Engineer shall be paid as per Sub-Clause 33.5.”

#### **Sub-Clause 33.5 Payment**

The text of Sub-Clause 33.5 is deleted and substituted by the following:

1. “The amount due to the Contractor under any Interim Payment Certificate issued by the Engineer pursuant to this Clause, or to any other term of the Contract, shall, subject to Clauses 27 & 30, be paid by the Employer to the Contractor within twenty-eight (28) days after such Interim Payment Certificate has been verified by the Engineer or in the case of the Final Certificate (referred to in Sub-Clause 33.10) within fifty-six (56) days after such Final Payment Certificate has been verified by the Engineer.
2. Deduction shall be made from the net amounts payable to the Contractor of any sum(s) in accordance with the prevalent Federal and/or Provincial laws, provided that no such deduction shall be made from those payments in respect of which the Contractor has obtained exemption under the Law.”
3. Retention money shall be released after the completion of Defects Liability Period notified through issuance of Defects Liability Certificate by the Engineer with the approval of the Employer.

#### **Sub-Clause 33.6 Delayed Payment**

The text of Sub-Clause 33.6 is deleted and substituted by the following:

“In the event of the failure of the Employer to make payment within the times stated in Sub-Clause 33.5, the Employer shall pay to the Contractor compensation at the rate of KIBOR for local currency per annum upon all sums unpaid from the date by which the same should have been paid. The provisions of this Sub-Clause are without prejudice to Contractor's entitlement under Sub-Clause 46.1.”

#### **Sub-Clause 33.8 Payment by Measurement**

The work shall be measured for the units mentioned in the Schedule of Prices/BOQ according to the Contract as determined by the Engineer from approved drawings, Specifications and Contract Documents.

#### **Sub-Clause 33.10 Issue of Final Certificate for Payment**

In the second line of First paragraph replaced 28 with 56.

*The following Sub-Clauses 33.12 is added:*

**Sub-Clause 33.12 Withholding of Payment**

If the Works or any parts thereof are not being carried out to the Engineer's satisfaction and in order to protect the Employer from loss on account of:

- (a) defective work not rectified
- (b) guarantees not met
- (c) claims filed against the Contractor
- (d) failure of the Contractor to make payments due for Plant procured or labour employed by him
- (e) damage to any other contractor employed by the Employer
- (f) Contractor's non-compliance with the Contract
- (g) any Government dues recoverable from the Contractor if notified by the Government

The Engineer may notify withholding of such payments or part thereof as may, in his opinion, be related to the aforesaid reasons/grounds. When the reasons/grounds for withholding the payment are removed by the Contractor, the Engineer shall upon being satisfied to that effect issue Certificate of Payment in respect of withheld amounts.

**Sub-Clause 35.1 Payment in Foreign Currencies**

The contents of this Sub-Clause is deleted in its entirety and substituted by the following:

“All payments under the Contract shall be made in Pak Rupees only.

Any required foreign currency transactions shall be met by the Contractor at his risk and cost from his own resources.”

**Sub-Clause 35.2 Currency Restrictions**

This Sub-Clause is deleted in its entirety.

**Sub-Clause 35.3 Rates of Exchange**

Not Applicable.

**Sub-Clause 36.4 Payment Against Provisional Sums**

The text of Sub-Clause 36.4 is deleted and substituted by the following:

“Provisional Sums, if any will be expended on the direction of the Engineer which would be valued in accordance with the Contract.”



### **Sub-Clause 37.2 Procuring Agency's Risks**

The text of Sub-Clause 37.2 is deleted and substituted by the following:

"The Procuring Agency's Risks are:

- (a) (Insofar as they relate to Pakistan) war and hostilities (whether war be declared or not), invasion, act of foreign enemies;
- (b) (Insofar as they relate to Pakistan) rebellion, revolution, insurrection, military or usurped power or civil war;
- (c) ionizing radiation or contamination by radioactivity from any nuclear fuel, radio-active toxic explosives or other hazardous properties of any explosive nuclear assembly or nuclear components thereof;
- (d) pressure waves caused by aircraft travelling at sonic or supersonic speed;
- (e) (Insofar as they relate to Pakistan) riot, commotion or disorder, unless solely restricted to the employees of the Contractor or of his Subcontractors.
- (f) use or occupation of the Work or any part thereof by the Procuring Agency;
- (g) fault, error, defect or omission in the design of any part of the Works by the Engineer, Procuring Agency or those for whom the Procuring Agency is responsible for which the Contractor has disclaimed responsibility in writing within a reasonable time after the receipt of such design;
- (h) the use or occupation of the Site by the Works or any part thereof, or for the purposes of the Contract: or interference, whether temporary or permanent with any right of way, light, air or water or with any easement, wayleaves or right of a similar nature which is the inevitable result of the construction of the Works in accordance with the Contract;
- (i) the right of the Procuring Agency to construct the Works or any part thereof on, over, under, in or through any land;
- (j) damage (other than that resulting from the Contractor's method of construction) which is the inevitable result of the construction of the Works in accordance with the Contract; and
- (k) the act, neglect or omission or breach of contract or of statutory duty of the Engineer, the Procuring Agency or other contractors engaged by the Procuring Agency or of their respective employees or agents."

### **Sub-Clause 39.2 Loss or Damage Before Risk Transfer Date**

The words "by arbitration under Clause 50" are deleted and substituted "by the Engineer".

The following new Sub-Clause 39.4 is added:

**“Sub-Clause 39.4 Duty to Minimize Delay**

Each Party shall at all times use all reasonable endeavors to minimize any delay in the Performance of the Contract as a result of Risks.

The Contractor shall give notice to the Procuring Agency and vice versa the Procuring Agency shall give notice to the Contractor in case of foreseeable delay by the Risks.”

**Sub-Clause 40.2 Procuring Agency 's Liability**

The text of Sub-Clause 40.2 from the words “or of death or personal injury” to the end of the Sub-Clause is deleted and substituted by the following:

“..... (other than the Works) or of death or personal injury to the extent caused by any of the Procuring Agency’s Risks listed in paragraphs (f), (g), (h), (i), (j), and (k) of Sub-Clause 37.2 but not otherwise.”

**Sub-Clause 42.2 Maximum Liability**

The words “the sum stated in the Preamble to Conditions of Contract or if no such sum is stated” appearing in 2nd line of Sub-Clause are deleted.

**Sub-Clause 42.6 Foreseen Damages**

Sub-Clause 42.6 is deleted in its entirety.

**Sub-Clause 43.1 The Works (Insurance)**

Add following sub clause

The Contractor shall be obliged to place all insurances relating to the Contract with any insurance company in accordance with Clause 43.12 of Particular Conditions of Contract. The limit of insurance will be in accordance with preamble and subsequent Clauses of Particular Conditions of Contract.

Costs of such insurances shall be borne by the Contractor.

Add the following sub-clause 43.1.1:

**Sub-Clause 43.1.1 General**

Should a loss or damage be sustained, the Contractor shall replace or repair any loss or damage at his own cost and complete the Works in accordance with the Contract as soon as possible after occurrence of such loss or damage, without waiting for the settlement of the insurance claim.

### **Sub-Clause 43.2 Contractor's Equipment**

The text of Sub-Clause 43.2 is deleted and substituted by the following:

“The Contractor shall insure the Contractor's Equipment for its full replacement value while on the Site against all loss or damage caused by any of the Contractor's Risks.”

### **Sub-Clause 43.3 Third Party Liability (Insurance)**

The amount of insurance against third party liability taken out by the Contractor shall be as under:

Third Party-injury to persons and damage to property

The Third Party compensation policy must contain following conditions of indemnification per occurrence with the number of occurrence unlimited:

- i) In case of death, Rs. 1,000,000 per person
- ii) In case of major injury, Rs. 500,000 per person
- iii) In case of minor injury, Rs. 100,000 per person
- iv) In case of damage to property, full amount of repair/replacement, as the case may be.

#### **Workers:**

- i) In case of death, Rs. 1,000,000 per person
- ii) In case of major injury, Rs. 500,000 per person
- iii) In case of minor injury, Rs. 100,000 per person

### **Sub-Clause 43.5 Time for Providing Insurances**

Add the following new sub-clause

“All insurances required under the Contract shall be effected before start of the works at site but not later than twenty eight (28) days from the date of commencement.”

### **Sub-Clause 43.7 Remedies on the Contractor's Failure to Insure**

In 3rd line after the word, “purpose”, the expressions “and reasonable costs including the man-hours costs of Employers Personnel” are added.

The following new Sub-Clauses 43.9 to 43.12 are added:

### **Sub-Clause 43.9 Currency of Insurance**

All policies of Insurance of the Plant shall provide for payment of indemnity to be made in such amounts as will allow making good of loss of or damage to the whole or any part of the Works.

### **Sub-Clause 43.10 Contractor to Notify**

It shall be the responsibility of the Contractor to notify the insurance company of any changes in nature and extent of the Works and to ensure the adequacy of the insurance coverage at all times in accordance with the provisions of the Contract.

#### **Sub-Clause 43.11 Procurement of Insurance Policies**

The Contractor shall procure and submit the insurance cover under this Clause within a period of twenty eight (28) days from the date of receipt of Letter of Acceptance from the Procuring Agency.

#### **Sub-Clause 43.12 Insurance Company**

All insurances under the Contract shall be effected with any of the insurance company acceptable to the Procuring Agency operating in Pakistan with financial strength rating of AA approved by Pakistan Credit Rating Agency (PACRA) or JCR.

#### **Sub-Clause 44.6 Damage Caused by Force Majeure**

At the end of the Sub-Clause 44.6 the following is added:

“However the Contractor shall put up his claim to the Procuring Agency/Engineer with full details and justification.”

#### **Sub-Clause 44.8 Payment on Termination for Force Majeure**

Text in sub-Para (c) is deleted and Paras (d) and (e) are re-numbered as (c) and (d).

#### **Sub-Clause 44.10 Force Majeure Affecting Engineer’s Duties**

Sub-Clause 44.10 is deleted in its entirety.

#### **Sub-Clause 45.2 Contractor's Default**

The following paragraph is added at the end of Sub-Clause 45.2.

“The Procuring Agency or such other contractor may use for such completion any Contractor's Equipment which is upon the Site as he or they may think proper.”

*The following new Sub-Clause 45.6 is added:*

#### **Sub-Clause 45.6 Integrity Pact**

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 Schedule-H to his Bid, then the Employer 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 Employer 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 45.2 to 45.5 and the payment under Sub-Clause 45.4 shall be made after having deducted the amounts due to the Procuring Agency under Sub-Paras (a) and (c) of this Sub-Clause.

**Sub-Clause 46.1 Procuring Agency 's Default**

The comma and the word “or” at the end of paragraph (d) of Sub-Clause 46.1 are deleted and substituted by period (.). Paragraph (e) of Sub-Clause 46.1 is deleted.

**Sub-Clause 46.3 Payment on Termination for Procuring Agency's Default**

The words “including loss of profit” in the second paragraph of Sub-Clause 46.3 are deleted.

**Sub-Clause 47.1 Labour, Materials and Transport**

There shall be no price adjustments

**Sub-Clause 48.1 Customs and Import Duties**

This sub-clause is deleted in its entirety and replaced with the following

The Contractor shall be deemed to have obtained all the information regarding facilities and charges, in respect of customs, import duties, taxes, port clearance, loading and unloading, storage, transportation, congestion and confirmed the requirements thereof at his own responsibility and all such costs and charges are deemed to be included in the rates and prices of the Schedule of Prices/BOQ.

**Sub-Clause 49.1 Notice to Contractor**

The following paragraph is added at the end of Sub-Clause 49.1:

“For the purposes of Sub-Clause 49.1, the Contractor shall, immediately after receipt of Letter of Acceptance, intimate in writing to the Procuring Agency and the Engineer by registered post, the address of his principal place of business or any change in such address during the period of the Contract.”

**Sub-Clause 49.2 Notices to Procuring Agency and Engineer**

For the purpose of this sub-clause, the address of the Procuring Agency is as under:

**The Program Management Unit (PMU)**  
**USAID Sindh, MSDP**  
**D-18, Block-2, Kehkashan, Clifton**  
**Karachi**

For the purpose of this sub-clause, the address of the Engineer is as under:

**Dr. Muhammad Bashir Lakhani**  
**Chief of Party**  
**AAA-TCI**  
**16-E, Block-6, PECHS**

**Sub-Clause 50 Disputes & Arbitration**

Clause 50 is deleted and in its place the following Sub-Clauses 50.1 to 50.5 are inserted:

“50.1 If a dispute of any kind whatsoever arises between the Procuring Agency and the Contractor in connection with, or arising out of, the Contract or the execution of the Works, whether during the execution of the Works or after their completion and whether before or after repudiation or other termination of the Contract, including any dispute as to any opinion, instruction, determination, certificate or valuation of the Engineer, the matter in dispute shall, in the first place, be referred in writing to the Engineer, with a copy to the other party. Such reference shall state that it is made pursuant to this Clause. No later than the fifty sixth (56) day after the day on which he received such reference, the Engineer shall give notice of his decision to the Procuring Agency and the Contractor. Such decision shall state that it is made pursuant to this Clause.

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

In any case where the Conditions of Contract provide that the decision of the Engineer is to be final and conclusive, such decision shall not be referable to arbitration under this Clause nor shall the same be questioned in any other form of proceedings whatsoever.

50.2 If either the Procuring Agency or the Contractor be dissatisfied with a decision of the Engineer or if the Engineer fails to give notice of his decision on or before the fifty sixth (56) day after the day on which he received the reference, then either the Procuring Agency or the Contractor may, on or before the twenty eighth (28) day after the day on which the said period of fifty six (56) days expired, as the case may be, give notice to the other party to commence arbitration, as hereinafter provided, as to the matter in dispute. Such notice shall establish the entitlement of the party giving the same to commence arbitration, as hereinafter provided, as to such dispute and, subject to Sub-Clause 50.5, no arbitration in respect thereof may be commenced unless such notice is given.

If the Engineer has given notice of his decision as to a matter in dispute to the Employer and the Contractor and no notification of intention to commence arbitration as to such dispute has been given by either the Procuring Agency or the Contractor on or before the twenty eighth (28) day after the day on which the parties received notice as to such decision from the Engineer the said decision shall become final and binding upon the Employer and the Contractor.

50.3 Where notice of intention to commence arbitration as to a dispute has been given in accordance with Sub-Clause 50.2, arbitration of such dispute shall not be commenced

unless an attempt has first been made by the parties to settle such dispute amicably through mutual negotiation within ninety (90) days from the date of notification of Engineer's decision.

**50.4 Any dispute in respect of which:**

- (a) the decision, if any, of the Engineer has not become final and binding pursuant to Sub-Clause 50.1 and
- (b) amicable settlement has not been started/reached within the period stated in Sub-Clause 50.3

shall be finally settled, unless otherwise specified in the Contract, under the Rules of Pakistan Arbitration Act, 1940 (Act No. X of 1940) and Rules made thereunder as amended, by one or more arbitrators appointed under such Rules.

The said arbitrator(s) shall have full power to open up, review and revise any decision, opinion, instruction, determination, certificate or valuation of the Engineer for the purpose of obtaining said decision pursuant to Sub-Clause 50.1. No such decision shall disqualify the Engineer from being called as a witness and giving evidence before the arbitrator(s) on any matter whatsoever relevant to the dispute.

The venue of arbitration proceedings shall be the place in Pakistan as mentioned in the Preamble to Conditions of Contract.

**50.5 Where neither the Procuring Agency nor the Contractor has given notice of intention to commence arbitration of a dispute within the period stated in Sub-Clause 50.1 or 50.2 and the related decision has become final and binding, either party may, if the other party fails to comply with such decision, and without prejudice to any other rights it may have, refer the failure to arbitration in accordance with Sub-Clause 50.4. The provisions of Sub-Clauses 50.1 to 50.2 shall not apply to any such reference."**

## **ADDITIONAL CONDITIONS**

**52.1 Payment of Income Tax, Etc.**

The Contractor shall be responsible for the payment, if any is required, of all Pakistani Income Tax, Super Tax, Sales Tax and other taxes on income and services arising out of the Contract, and the rates and prices stated in the priced Schedule of Prices/BOQ shall be deemed to cover all such taxes.

**52.2 Personnel, Taxes and Duties**

The Contractor or his personnel shall pay all personal income tax or other taxes due in Pakistan, if any, for the personnel employed by the Contractor for implementing the work or any other activity required by the Contract. The Contractor shall obtain, at his own cost, work permits from competent authorities to enable any foreign personnel to

work in Pakistan. The Contractor shall be responsible for all formalities in connection with passports, obtaining visas, police permits, and expenses for customs duties, if any, related to personal goods of foreign personnel employed on the Project. However, the Procuring Agency will, if requested, assist the Contractor in obtaining visas and work permits.

### **52.3 Income Tax Provisions in Subcontracts**

Provisions to the like effect as those contained in this Clause shall be incorporated in Subcontracts.

### **53. Liability of the Contractor**

The Contractor or his Subcontractors or assigns shall follow strictly, all relevant labour laws including the Workmen's Compensation Act and the Procuring Agency shall be fully indemnified for all claims, damages etc. arising out of any dispute between the Contractor, his Subcontractors or permitted assigns and the labour employed by them.

### **54. Joint and Several Liabilities**

If the Contractor is a joint venture of two or more persons, all such persons shall be jointly and severally bound to the Procuring Agency for the fulfilment of the terms of the Contract and shall designate one of such persons to act as leader with authority to bind the joint venture. The composition or the constitution of the joint venture shall not be altered without the prior consent of the Procuring Agency.

### **55. Details to be Confidential**

The Contractor shall treat the details of the Contract as private and confidential, save in so far as may be necessary for the purposes thereof, and shall not publish or disclose the same or any particulars thereof in any trade or technical paper or elsewhere without the prior consent in writing of the Procuring Agency or the Engineer. If any dispute arises as to the necessity of any publication or disclosure for the purpose of the Contract, the same shall be referred to the decision of the Engineer whose award shall be final.

### **56. Spare Parts and Consumables**

The manufacturer will provide the following free of cost:

- A recommended spare parts list for next 5 years
- List of consumables for the next 5 years along with price list



# **STANDARD FORMS**

## **STANDARD FORMS**

**Standard Forms include the following:**

- Form of Bid Security  
(Bank Guarantee)
- Form of Contract Agreement
- Form of Performance Security  
(Bank Guarantee)
- Form of Bank Guarantee for Advance Payment

## FORM OF BID SECURITY

(Bank Guarantee)

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

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

Expiry date \_\_\_\_\_

Name of Guarantor (Bank) with address: \_\_\_\_\_

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

\_\_\_\_\_

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

\_\_\_\_\_

Bid Reference No. \_\_\_\_\_ Date of Bid Opening \_\_\_\_\_

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

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

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

- (1) that the Bid Security shall remain valid for a period 28 days beyond the period of validity of the Bid,
- (2) that in the event of;
  - (a) the Principal withdraws his Bid during the period of validity of Bid, or
  - (b) the Principal does not accept the correction of his Bid Price, pursuant to Sub-Clause 24.2 of Instructions to Bidders, or
  - (c) failure of the successful Bidder to
    - (i) furnish the required Performance Security, in accordance with Clause 34 of Instructions to Bidders, or
    - (ii) sign the proposed Contract Agreement, in accordance with Clause 35 of Instructions to Bidders,

then the entire sum be paid immediately to the said Procuring Agency as liquidated damages and

not as penalty for the successful Bidder's failure to perform.

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

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

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

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

Witness:

Signature \_\_\_\_\_

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

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) 2013 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 a Contract Sum of \_\_\_\_\_ 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) The Preamble to Conditions of Contract
  - (e) The Particular Conditions of Contract
  - (f) The General Conditions of Contract
  - (g) The priced Schedule of Prices/BOQ
  - (h) The completed Schedules to Bid
  - (i) The Specifications
  - (j) The Drawings
  - (k) Any other item
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. The Procuring Agency hereby covenants to pay the Contractor, in consideration of the execution and completion of the Works as per provisions of the Contract, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

Signature of the Contactor

\_\_\_\_\_  
(Seal)

Signature of Procuring Agency

\_\_\_\_\_  
(Seal)

Signed, Sealed and Delivered in the presence of:

Witness:

\_\_\_\_\_  
(Name, Title and Address)

Witness:

\_\_\_\_\_  
(Name, title and Address)

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

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

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

Expiry date \_\_\_\_\_

Name of Guarantor (Bank) with address: \_\_\_\_\_

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

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

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

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

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

NOW THEREFORE, if the Principal (Contractor) shall well and truly perform and fulfill all the undertakings, covenants, terms and conditions of the said Documents during the original terms of the said Documents and any extensions thereof that may be granted by the Procuring Agency, with or without notice to the Guarantor, which notice is, hereby, waived and shall also well and truly perform and fulfill all the undertakings, covenants terms and conditions of the Contract and of any and all modifications of 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 30, Defects after Taking Over, of Conditions of Contract are fulfilled.

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

We, \_\_\_\_\_ (the Guarantor), waiving all objections and

defenses under the Contract, do hereby irrevocably and independently guarantee to pay to the Procuring Agency without delay upon the Procuring Agency's first written demand without cavil or arguments and without requiring the Procuring Agency to prove or to show grounds or reasons for such demand any sum or sums up to the amount stated above, against the Procuring Agency's written declaration that the Principal has refused or failed to perform the obligations under the Contract 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.

Witness:

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

\_\_\_\_\_  
Corporate Secretary (Seal)

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

\_\_\_\_\_  
Name, Title & Address

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

Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

\_\_\_\_\_  
Corporate Guarantor (Seal)



## FORM OF BANK GUARANTEE FOR ADVANCE PAYMENT

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

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

Expiry date \_\_\_\_\_

WHEREAS the \_\_\_\_\_ (hereinafter called the  
Procuring Agency) has entered into a Contract for \_\_\_\_\_

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

\_\_\_\_\_ (hereinafter called the Contractor).

AND WHEREAS the Procuring Agency has agreed to advance to the Contractor, at the Contractor's request, an amount of \_\_\_\_\_  
(Rs. \_\_\_\_\_) 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 advance payment for performance of his obligations under the said Contract.

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

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

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

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

This guarantee shall expire not later than \_\_\_\_\_  
by which date we must have received any claims by registered letter, telegram, telex or telefax.

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

Witness:

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

\_\_\_\_\_  
Corporate Secretary (Seal)

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

\_\_\_\_\_  
Name, Title & Address

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

Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

\_\_\_\_\_  
Corporate Guarantor (Seal)