

OFFICE OF THE EXECUTIVE ENGINEER TUBEWELLS DIVISION NAUSHAHRO FEROZE

MAIL: xentubewells_nf@yahoo.com
Tel: Phone #: 0242-920066
Fax #: 0242-920066

NO: SKP/TWD/NF/1217

DATED: 14/10/2016.

NOTICE INVITING BIDS/TENDERS.

Procuring Agency invites sealed Bid/Tender from interested Bidders/Firms & Contractors under **SPPRA Rules 2010 (amended 2013)**, the following eligibility Criteria to participate in bidding process, for the following work under National Competitive Bidding.

Sr. No.	Name of work	Estimated Cost Rs: (Million)	Bid Security/ Earnest Money	Bid/Tender Fee (Non-Refundable)	Time allowed For Completion
<u>(A). INSTALLATION OF SOLAR TUBEWELLS IN SINDH (30 NOS.) (ADP NO.933, 2016-17).</u>					
1.	Boring, Providing & Installation of Solar Pumps of 1.00 Cusecs on Solar Energy (06 Nos.), 1.50 Cusecs on Solar Energy (06 Nos.), 2.00 Cusecs on Solar Energy (18 Nos.), Construction of Structural work for New Tubewells on Solar Energy (30 Nos.) and Earth Work/ Construction of Disposal Channel of New Tubewells on Solar Energy (30 Nos.) in Tubewells Division Naushahroferoze.	206.762	5% of Bid Price	Rs:5,000/=	31 Months
<u>(B). CONSTRUCTION OF 03 NOS. PUMPING STATION/ DRAINS AT RD-72-73 NASRAT BRANCH (LEFT SIDE) NEAR VILLAGE CHANHEE MANUMAL AND NEAR VILLAGE USMAN GAHEECHO, DEH RAJO KEERIO AND DEH QASIM KHAHI TALUKA BHIRIA ALONG LEFT BANK OF NASRAT BRANCH.(ADP NO.914, 2016-2017).</u>					
1.	Construction of Duty Room for 03 No. Pumping Stations, @ RD-72-73, Nasrat Branch (Left Side) Near Chanhee Manumal & Near Village Usman Gahecho Deh Raju Keerio & Deh Qasim Khahi Taluka Bhiria District Naushahroferoze.	3.410	5% of Bid Price	Rs:2,000/=	19 Months

The Standard Bidding Documents will be issued from the date of publication in Newspaper upto **03.11.2016 at 02.30 p.m** on payment of Bid/Tender Fee (Non-refundable) and will be received back from the Bidders/Firms & Contractors (duly filled) on the last date i.e. **04.11.2016 upto 12.30 p.m** and opened on same date i.e. **04.11.2016 at 01:30 p.m** in the presence of Chairman Tendering Committee and also all the participating Bidders/Firms & Contractors or their authorized representatives/agents who wish to be present in the office of the undersigned (SCARP Colony Naushahro Feroze) (Authority letter must be provided on the letter pad).

The Standard Bidding Documents can also be downloaded from SPPRA Website <http://www.pprasindh.gov.pk/> and submitted alongwith prescribed Tender Fee (Non-Refundable) and deposits 5% of Bid price in the shape of Call Deposit in the name of Executive Engineer Tubewell Division Naushahroferoze of any scheduled Bank.

Cont.....P-2

1471
17-10-16

In case of Local/Gazetted Holiday declares by the Government or under un-avoidable circumstance if the Bids/Tenders are not submitted and opened as per above scheduled date, the Bids/Tenders shall be submitted and opened on the next working day accordingly. In case of no any application/Bid is received to this office or un-responded Bid/Tender, the same will be issued and open on the following dates.

Schedule of Un-Responded Bid/Tender.

- 2nd Attempt:**
- (a). Issue date upto **21.11.2016 @ 2.30 p.m**
 - (b). Submission upto **22.11.2016 @ 12.30 p.m**
 - (c). Opening on **22.11.2016 @ 01.30 p.m**

Qualification/Eligibility Criteria:

1. Copy of valid license issued by Pakistan Engineering Council Islamabad in appropriate category for the current financial year 2016-17, electrical work valid license issued by Inspectorate of Electrical License Sindh of the similar region.
2. Copy of Registration with S.R.B & valid NTN by F.B.R.
3. Details of equipments, machineries and transport must owned by Firm/Contractor availability to said works.
4. Financial statement (Summary) & Income Tax returns for last 03 years.
5. Details of works of similar nature worth minimum value of Rs:250.000 Million or above already completed during last 03 years in any Government organization supported by satisfactory completion certificate showing work orders, date of start and date of completion certificate by the concerned Department. (Not pertain to above said work at Sr. No.B (1).
6. Details of in hand similar type of works for Solar Tubewell amounting to **Rs:250.000 Million** (Equivalent to double of estimated cost as stipulated in SPPRA Regulation). (Not pertain to above said work at Sr. No.B (1).
7. Certificate of non litigation with Government on any schemes duly signed by Magistrate. List of litigation.
8. An affidavit that the Firms/Contractors has never been black listed by any department/agency.
9. Name, Qualification and Experience of Technical staff working with Firm, proof of working with the Firm.

Method of Procurement:

NCB Single Stage, Single Envelope.

Place:

1. Executive Engineer, Tubewell Division Naushahro Feroze, SCARP Wapda Colony Naushahro Feroze.

Telephone Nos:

0242-920065 & 0242-920066

Terms & Conditions:

- i. No conditional, telegraphic bid/tender will be accepted.
- ii. Bid not accompanied by bid security of required amount will not be accepted.
- iii. Bid received after specified time & date will not be accepted.
- iv. The Procuring Agency may reject/ accept any or all bids in terms of relevant clause of SPP Rules 2013 (Amended).

(JAWED AFTAB TANWRI)
EXECUTIVE ENGINEER
TUBEWELLS DIVISION
NAUSHAHRO FEROZE

Copy forwarded with compliments to:-

1. The Secretary, to Government of Sindh Irrigation Department Karachi.
2. ✓ The Director (A&F), Sindh Public Procurement Regulatory Authority (SPPRA) Karachi Block-8, Secretariat No.4-A, Court Road Karachi, with the request to up hoist the on SPPRA Web Site.
3. The Secretary to Government of Sindh Information & Technology Department Karachi with the request to up hoist the same on Sindh Governmnet Web Site.
4. The Director Information (Advertisement) Department Government of Sindh Karachi alongwith (07) Seven spare copies of NIT for publication in (03) Three leading Newspapers Viz: Sindhi, Urdu & English.
5. The Chief Engineer, Irrigation Development Region-I in Sindh, Thandi Sarak Shahbaz Building, Hyderabad for favour of kind information.
6. The Project Director SCARP North Rohri Shaheed Benazirabad for his kind information.
7. Copy to the Assistant Executive Engineer's (all) of Tubewells Division Naushahroferoze for information.
8. Notice Board.

(JAWED AFTAB TANWRI)
EXECUTIVE ENGINEER
TUBEWELLS DIVISION
NAUSHAHRO FEROZE

Guidelines/ Regulations For Procurement of Works.

PROCUREMENT PLAN (DEVELOPMENT/CAPITAL)

Sr. No/ ADP No.	Name of Scheme	Allocated Funds	Cost of ongoing works (Expenditure already incurred)	Funds earmarked for ongoing works	Cost of New Works (Components)	Funds for New Works (c-e)	Nature of Procurement	Method of Procurement	Anticipated/ Actual Date of Advertisement	Anticipated/ Actual Date of Start	Anticipated/ Actual Date of Completion
a	b	c	d	e	f	g	h	i	j	k	l
1/933	INSTALLATION OF SOLAR TUBEWELLS IN SINDH (30 NOS.).	50.000 (M)	-	-	211.984 (M)	50.00 (M)	NCB	Single Stage One Envelope method	17.10.2016	21.11.2016	30.06.2019 (31 Months)
11/914	CONSTRUCTION OF 03 NOS. PUMPING STATION/ DRAINS AT RD-72-73 NASRAT BRANCH (LEFT SIDE) NEAR VILLAGE CHANHEE MANUMAL AND NEAR VILLAGE USMAN GAHEECHO, DEH RAJO KEERIO AND DEH QASIM KHAHI TALUKA BHIRIA ALONG LEFT BANK OF NASRAT BRANCH. (REVISED).	20.462 (M)	-	-	160.402 (M) (Revised)	20.462 (M)	NCB	Single Stage One Envelope method	17.10.2016	21.11.2016	30.06.2018 (19 Months)


(JAWED AFTAB TANWARI)
EXECUTIVE ENGINEER
TUBEWELLS DIVISION
NAUSHAHROFEROZE

OFFICE OF THE CHIEF ENGINEER IRRIGATION DEVELOPMENT
REGION IN SINDH HYDERABAD



Tel: Office # 022-9200275.

Fax # 022-09200271.

No. CEI:/DEV:/WB/ 3058

Hyderabad Dated: 7/10/2016

READ:- Secretary to Government of Sindh Irrigation Department Karachi letter No. SO(R&S) 8-11/2012-13/3854, dated: 14-12-2015, regarding authorization to Notify the Procurement Committee.

NOTIFICATION:-

**CONSTITUTION OF PROCUREMENT COMMITTEE IN
TUBEWELL DIVISION NAUSHAHROFEROZE
UNDER SPP RULE-07 & 08 2010**

With the approval of competent authority the Procurement Committee is hereby reconstituted in terms of Rule 07 & 08 of SPP Rules 2010 (Amended 2013) after observing all codal formalities, in the office of the Executive Engineer Tubewell Division Naushahroferoze, for the year 2016-17, for procurement of Goods, Works & Service.

- | | |
|--|--------------------|
| 1. Project Director,
SCARP (I.R) Shaheed Benazirabad. | Chairman |
| 2. Executive Engineer,
Tubewell Division Naushahroferoze. | Member/ Secretary. |
| 3. Executive Engineer,
Building Division Naushahroferoze. | Member |

T.O.R

- Preparing Bidding Documents.
- Carrying out Technical as well as Financial of the bids.
- Preparing Evaluation Report as Provided in Rules 45 of SPP.
- Making Recommendation for the award to contract of the competent authority.
- Perform any other function ancillary and incidental to the above.

(DHANO MAL)
CHIEF ENGINEER
IRRIGATION DEVELOPMENT IN SINDH
HYDERABAD.

C.C to:-

- The Secretary Irrigation Department Government of Sindh Karachi.
- The Managing Director Sindh Public Procurement Regulatory Authority Karachi.
- The Project Director SCARP North Rohri Shaheed Benazirabad for information, with reference to letter No. PD/SRA/DB/2105, dated: 16-12-2016.
- The Executive Engineer Tubewell Division Naushahroferoze with reference to letter No. SKP/PWD/NF/1099, dated: 14-09-2016.
- The Executive Engineer Building Division Naushahroferoze.

(DHANO MAL)
CHIEF ENGINEER
IRRIGATION DEVELOPMENT IN SINDH
HYDERABAD

OFFICE OF THE PROJECT DIRECTOR SCARP (N.R) SHAHEED BENAZIRABAD

Tel:# Off: 0244-9370442

Fax:# 0244-9370441

NO.PD/SBA/DB/Tender/1844

DATED: 15/08/2016



To,

The Executive Engineers
Tubewells Division
i) Naushahroferoze
ii) Hala-I
iii) Hala-II
iv) Tando Jam
v) Drainage Division (LBOD)
Shaheed Benazirabad

SUBJECT:- REQUEST FOR ISSUANCE OF CONSTITUTING THE COMPLAINT REDRESSAL COMMITTEE IN TERMS OF RULES OF SPP RULE 2010 (AMENDED 2013).

Enclosed please find herewith a copy of Notification No. SO(R&S)8-110/2012-13, dated 09.10.2015 alongwith copy of letter No. SO(R&S)/8-110/2015-16/1348, dated 26.07.2016, from Secretary Irrigation Department Government of Sindh Karachi received through Chief Engineer Irrigation Development in Sindh Hyderabad vide his office letter No. CEI:/DEV:/WB/2357 dated 09.08.2016, on the subject noted above, for information and necessary action.

D.A/As above.

For. M.A.P.
PROJECT DIRECTOR
SCARP NORTH ROHRI
SHAHEED BENAZIRABAD

❖ Copy forwarded with compliments to the Chief Engineer Irrigation Development in Sindh Hyderabad for favour of kind information with reference to his office letter No. mentioned above.

PROJECT DIRECTOR
SCARP NORTH ROHRI
SHAHEED BENAZIRABAD

S.B.B.
7.494
17/8/2016

OFFICE OF THE CHIEF ENGINEER IRRIGATION DEVELOPMENT
REGION IN SINDH HYDERABAD



Tel: Office # 022-9200275.

Fax # 022-09200271.

No. CEI:/DEY:/WB/ 2357

Hyderabad, Dated: 09/08/2016

To,


The Project Director, SCARP Khairpur.

The Project Director, SCARP Sukkur.


✓ The Project Director SCARP North Rohri,
Shaheed Benazirabad.

Subject: REQUEST FOR ISSUANCE OF CONSTITUTING THE COMPLAINT REDRESSAL COMMITTEE IN TERMS OF RULES 31 OF SPP RULES 2010 (AMENDED 2013).

Enclosed please find herewith a copy of letter No. SO(R&S)/8-110/2015-16/1348, dated: 26-07-2016, received from Secretary Irrigation Department Government of Sindh Karachi, on the subject noted above, has already notified the **Complaint Redressal Committee** on 09-10-2015. The copy of Notification No. SO(R&S)8-110/2012-13, dated: 09-10-2015, is enclosed herewith for necessary action.


(DHANO MAL)
CHIEF ENGINEER
IRRIGATION DEVELOPMENT IN SINDH
HYDERABAD.

Copy forwarded with complements to the Worthy Secretary Irrigation Department Government of Sindh Karachi, for information, (Attention Section Officer RR&S).


(DHANO MAL)
CHIEF ENGINEER
IRRIGATION DEVELOPMENT IN SINDH
HYDERABAD.

P.D.
Supd. D.B.
11/08

NO. SO(R&S)/8-110/2015-16 / 1348
GOVERNMENT OF SINDH
IRRIGATION DEPARTMENT

Karachi dated the 26th July 2016



CE
29/7/16

The Chief Engineer,
Irrigation Development-I in Sindh,
HYDERABAD

42

SUBJECT: REQUEST FOR ISSUANCE OF CONSTITUTING THE COMPLAINT REDRESSAL COMMITTEE IN TERMS OF RULES 31 OF SPP RULES 2010 (AMENDED 2013).

W/B
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I am directed to refer to your letter No.CEI/DEV:WB/2116 dated 08.07.2016 on the subject noted above and to inform that this department has already notified the Complaint Redressal Committee on 09.10.2015. The copy of Notification No.SO(R&S)8-110/2012-13 dated 09.10.2015 is enclosed herewith for necessary action.

W/B
02

Encl: As Above

Ugha

SECTION OFFICER (RR&S)
FOR SECRETARY TO GOVERNMENT OF SINDH

Copy to:-

1. The Project Director SCARP (NR) Shaheed Benazirabad.
2. P.S. to Secretary, Irrigation Department, Govt. of Sindh, Karachi.



GOVERNMENT OF SINDH
IRRIGATION DEPARTMENT

1467

NOTIFICATION

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

- | | | |
|----|--|------------------------|
| 1. | Director General
Monitoring & Evaluation Cell
Irrigation Department, Government of Sindh | Chairman |
| 2. | Chief Engineer,
Development-II Region Hyderabad | Member |
| 3. | Superintending Engineer,
Development-II, Hyderabad | Member |
| 4. | Executive Engineer
(Concerned Division) Irrigation Department | Secretary |
| 5. | District Accountant Officer Sindh
(Concerned Division) | Assistant
Secretary |

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

SYED ZAHEER HYDER SHAH
SECRETARY TO GOVT. OF SINDH

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

Karachi, dated the 9th October, 2015.

Copy is forwarded for information & necessary action to:-

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

o/c *Eha*

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



**IRRIGATION DEPARTMENT
GOVERNMENT OF SINDH**

Issued to:- _____

DR.NO. _____ *Dated* _____

**CHIEF ENGINEER IRRIGATION DEVELOPMENT
REGION HYDERABAD**

**PROJECT DIRECTOR SCARP NORTH ROHRI
SHAHEED BENAZIRABAD**

**Name of Scheme: - CONSTRUCTION OF 03 NOS. PUMPING STATION/
DRAINS AT RD-72-73 NASRAT BRANCH (LEFT SIDE)
NEAR VILLAGE CHANHEE MANUMAL AND NEAR VILLAGE
USMAN GAHEECHO, DEH RAJO KEERIO AND DEH QASIM
KHAHI TALUKA BHIRIA ALONG LEFT BANK OF NASRAT
BRANCH.(ADP NO.914, 2016-2017).**

**Name of Work: - CONSTRUCTION OF DUTY ROOM FOR 03 NO.
PUMPING STATIONS, @ RD-72-73, NASRAT
BRANCH (LEFT SIDE) NEAR CHANHEE MANUMAL &
NEAR VILLAGE USMAN GAHECHO DEH RAJU
KEERIO & DEH QASIM KHAHI TALUKA BHIRIA
DISTRICT NAUSHAHROFEROZE.**

NOVEMBER -2016

**EXECUTIVE ENGINEER TUBEWELLS DIVISION
NAUSHAHROFEROZE**

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INVITATION FOR BIDS

Date: **14/10/2016**

Bid Reference No:- **CONSTRUCTION OF DUTY ROOM FOR 03 NO. PUMPING STATIONS, @ RD-72-73, NASRAT BRANCH (LEFT SIDE) NEAR CHANHEE MANUMAL & NEAR VILLAGE USMAN GAHECHO DEH RAJU KEERIO & DEH QASIM KHAHI TALUKA BHIRIA DISTRICT NAUSHAHROFEROZE.**

1. The Procuring Agency, **Executive Engineer Tubewells Division Naushahroferoze**, invites sealed bids from interested firms or persons licensed by the Pakistan Engineering Council & pre-qualified with the Procuring Agency for the Works (**ADP 2016-17**) which will be completed in **19 Months**.

2. A complete set of Bidding Documents may be purchased by an interested eligible bidder on submission of a written application to the office given below and upon payment of a non-refundable fee of Rupees **2000/= upto 03/11/2016**. Bidders may acquire the Bidding Documents from the Office of the Procuring Agency, **Executive Engineer Tubewells Division Naushahroferoze** at **xentubewells_nf@yahoo.com**

3. All bids must be accompanied by a Bid Security in the amount of **05%** percentage of bid price in the shape of **Call Deposit** and must be delivered to **Office of the Executive Engineer Tubewells Division Naushahroferoze** at or before **12:30** hours, on **04/11/2016**. Bids will be opened at **13:30** hours on the same day in the presence of bidders' representatives who choose to attend, at the same address.

4. You may obtain further information and acquire the Bidding Document from the **Office of the Executive Engineer Tubewells Division Naushahroferoze**

Tel. +92 0242 920066, Fax. +92 0242 920066.

**INSTRUCTIONS
TO BIDDERS
&
BIDDING DATA**

Notes on the Instructions to Bidders

This section of the bidding documents should provide the information necessary for bidders to prepare responsive bids, in accordance with the requirements of the Procuring Agency. It should also give information on bid submission, opening and evaluation, and on the award of contract.

Matters governing the performance of the Contract or payments under the Contract, or matters affecting the risks, rights, and obligations of the parties under the Contract are not normally included in this Section, but rather in the appropriate sections of the Conditions of Contract and/or Contract Data.

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A. GENERAL

IB.1 Scope of Bid & Source of Funds

1.1 Scope of Bid

The Procuring Agency as defined in the Bidding Data ("**Executive Engineer Tubewells Division Naushahroferoze**") wishes to receive Bids for the Works summarized in the Bidding Data ("**CONSTRUCTION OF DUTY ROOM FOR 03 NO. PUMPING STATIONS, @ RD-72-73, NASRAT BRANCH (LEFT SIDE) NEAR CHANHEE MANUMAL & NEAR VILLAGE USMAN GAHECHO DEH RAJU KEERIO & DEH QASIM KHAHI TALUKA BHIRIA DISTRICT NAUSHAHROFEROZE.**")

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

1.2 Source of Funds

The Procuring Agency has arranged funds **by Government of Sindh from ADP**, which may be indicated accordingly in bidding data towards the cost of the **CONSTRUCTION OF 03 NOS. PUMPING STATION/ DRAINS AT RD-72-73 NASRAT BRANCH (LEFT SIDE) NEAR VILLAGE CHANHEE MANUMAL AND NEAR VILLAGE USMAN GAHECHO, DEH RAJO KEERIO AND DEH QASIM KHAHI TALUKA BHIRIA ALONG LEFT BANK OF NASRAT BRANCH.(ADP NO.914, 2016-2017).**

IB.2 Eligible Bidders

2.1 Bidding is open to all firms and persons meeting the following requirements:

1. Copy of valid license issued by Pakistan Engineering Council Islamabad in appropriate category for the current financial year 2016-17, electrical work valid license issued by Inspectorate of Electrical License Sindh of the similar region.
2. Copy of Registration with S.R.B & valid NTN by F.B.R.
3. Details of equipments, machineries and transport must owned by Firm/Contractor availability to said works.
4. Financial statement (Summary) & Income Tax returns for last 03 years.

5. Certificate of non litigation with Government on any schemes duly signed by Magistrate. List of litigation.
6. An affidavit that the Firms/Contractors has never been black listed by any department/agency.
7. Name, Qualification and Experience of Technical staff working with Firm, proof of working with the Firm.

IB.3 Cost of Bidding

- 3.1** 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 (SPP Rules 24 & 25)

B. BIDDING DOCUMENTS

IB.4 Contents of Bidding Documents

4.1 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 Sub-Clause IB.6.1.

1. Instructions to Bidders & Bidding Data
2. Form of Bid, Qualification Information & Schedules to Bid Schedules to Bid comprise the following:
 - (i) Schedule A: Schedule of Prices/ Bill of Quantities (BoQ).
 - (ii) Schedule B: Specific Works Data.
 - (iii) Schedule C: Works to be Performed by Subcontractors.
 - (iv) Schedule D: Proposed Programme of Works.
 - (v) Schedule E: Method of Performing Works.
 - (vi) Schedule F: Integrity Pact (works costing Rs 10 million and above)
3. Conditions of Contract & Contract Data
- 4.2 Standard Forms:
 - (i) Form of Bid Security,
 - (ii) Form of Performance Security;
 - (iii) Form of Contract Agreement;
 - (iv) Form of Bank Guarantee for Advance Payment.
5. Specifications: -
6. Drawings, Attached

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

IB.5 Clarification of Bidding Documents

- 5.1 A prospective bidder requiring any clarification(s) in respect of the Bidding Documents may notify the Engineer/Procuring Agency at the Engineer's/ Procuring Agency's address indicated in the Bidding Data.
- 5.2 An interested bidder, who has obtained bidding documents, may request for clarification of contents of bidding documents in writing and procuring agency shall respond to such queries in writing within three calendar days, provided they are received at least five calendar days prior to the date of opening of bid (SPP Rule 23-1).

IB.6 Amendment of Bidding Documents (SPP Rules 22(2) & 22).

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

Bidding Documents by issuing addendum.

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

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

C. PREPARATION OF BIDS

IB.7 Language of Bid

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

IB.8 Documents Comprising the Bid

8.1 The Bid submitted by the bidder shall comprise the following:

- (a) Covering Letter
- (b) Form of Bid duly filled, signed and sealed, in accordance with Sub-Clause IB.14.3.
- (c) Schedules (A to F) to Bid duly filled and initialed, in accordance with the instructions contained therein & in accordance with Sub-Clause IB14.3.
- (d) Bid Security furnished in accordance with Clause IB.13.
- (e) Power of Attorney in accordance with Sub-Clause IB 14.5.
- (f) Documentary evidence in accordance with Clause IB.11
- (g) Documentary evidence in accordance with Clause IB.12.

IB.9 Sufficiency of Bid

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

- 9.2 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.

IB.10 Bid Prices, Currency of Bid and Payment

- 10.1 The bidder shall fill up the Schedule of Prices (Schedule A to Bid) including the unit rates and prices of the Works to be performed under the Contract. Prices in the Schedule of Prices shall be quoted entirely in Pak Rupees keeping in view the instructions contained in the Preamble to Schedule of Prices and payment shall be made in Pak Rupees.

- 10.2 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.

- 10.3 The unit rates and prices in the Schedule of Prices shall be quoted by the bidder in the currency as stipulated in Bidding Data.

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

IB.11 Documents Establishing Bidder's Eligibility and Qualifications

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

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

IB.12 Documents Establishing Works' Conformity to Bidding Documents

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

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

IB.13 Bid Security

13.1 Each bidder shall furnish, as part of his bid, at the option of the bidder, a Bid Security as **05%** percentage of bid price in Pak. Rupees in the form of Deposit at Call issued by a Scheduled Bank in Pakistan in favour of the Procuring Agency (**Executive Engineer Tubewells Division Naushahroferoze**).

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

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

13.4 The Bid Security of the successful bidder will be returned after **(03) Months to completion of the project.**

13.5 The Bid Security may be forfeited:

(a) if a bidder withdraws his bid during the period of bid validity; or

(b) if a bidder does not accept the correction of his Bid Price, pursuant to Sub-Clause 16.4 (b) hereof; or

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

(i) Sign the Contract Agreement.

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

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

14.2 In exceptional circumstances, Procuring Agency may request the bidders to extend the period of validity for an additional period but not exceeding 1/3 of the original period. The request and the bidders' responses shall be made in writing or by cable. A Bidder may refuse the request without forfeiting the Bid Security. A Bidder agreeing to the request will not be required or permitted to otherwise modify the Bid, but will be required to extend the validity of Bid Security for the period of the extension, and in compliance with IB.13 in all respects (SPP Rule 38).

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

14.4 No alteration is to be made in the Form of Bid except in filling up the blanks as directed.

If any alteration be made or if these instructions be not fully complied with, the bid may be rejected.

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

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

14.7 The Bid shall be delivered in person or sent by registered mail at the address to Procuring Agency as given in Bidding Data. Bidder shall indicate their full and proper addresses which notices may be legally served in them and which all cross pan dance in connection with their bids.

D. SUBMISSION OF BID

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

15.1 Bids must be received by the Procuring Agency at **Office of the Executive Engineer Tubewells Division Naushahroferoze** not later than **12:30 hours on 04/11/2016**.

15.2 The inner and outer envelopes shall

- (a) be addressed to the Procuring Agency at the address provided in the Bidding Data;
- (b) bear the name and identification number of the Contract as defined in the Bidding and Contract Data; and
- (c) provide a warning not to open before the specified time and date for Bid opening as defined in the Bidding Data.
- (d) in addition to the identification required in 15.2, the inner envelopes shall indicate the name and address of the Bidder to enable the Bid to be returned unopened in case it is declared late.
- (e) If the outer envelope is not sealed and marked as above, the Procuring Agency will assume no responsibility for the misplacement or premature opening of the Bid.

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

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

- 15.5 Any bidder may modify or withdraw his bid after bid submission provided that the modification or written notice of withdrawal is received by the Procuring Agency prior to the deadline for submission of bids.
- 15.6 Withdrawal of a bid during the interval between the deadline for submission of bids and the expiration of the period of bid validity specified in the Form of Bid may result in forfeiture of the Bid Security pursuant to IB.13.5 (a).

E. BID OPENING AND EVALUATION

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

16.1 The Procuring committee will open the bids, in the presence of bidders' representatives who choose to attend, at **13:30 hours, on 04/11/2016 in the Office of the Executive Engineer Tubewells Division Naushahroferoze.**

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

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

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

16.4 (a) Prior to the detailed evaluation, pursuant to IB.16.7 to 16.9, the Engineer/Procuring Agency will determine the substantial responsiveness of each bid to the Bidding Documents. For purpose of these instructions, a substantially responsive bid is one which conforms to all the terms and conditions of the Bidding Documents without material deviations. It will include determining the requirements listed in Bidding Data.

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

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

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

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

16.6 Any minor informality or non-conformity or irregularity in a Bid which does not constitute a material deviation (major deviation) may be waived by Procuring Agency, provided such waiver does not prejudice or affect the relative ranking of any other bidders.

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

- (i) has been not properly signed;
- (ii) is not accompanied by the bid security of required amount and manner;
- (iii) stipulating price adjustment when fixed price bids were called for;
- (iv) failing to respond to specifications;
- (v) failing to comply with Mile-stones/Critical dates provided in Bidding Documents;
- (vi) sub-contracting contrary to the Conditions of Contract specified in Bidding Documents;
- (vii) refusing to bear important responsibilities and liabilities allocated in the Bidding Documents, such as performance guarantees and insurance coverage;
- (viii) taking exception to critical provisions such as applicable law, taxes and duties and dispute resolution procedures;
- (ix) a material deviation or reservation is one :
 - (a) which affect in any substantial way the scope, quality or performance of the works;
 - (b) adoption/rectification whereof would affect unfairly the competitive position of other bidders presenting substantially responsive bids.

(B) Minor Deviations

Bids that offer deviations acceptable to the Procuring Agency and which can be assigned a monetary value may be considered substantially responsive at least as to the issue of fairness. This value would however

be added as an adjustment for evaluation purposes only during the detailed evaluation process.

- 16.7 The Engineer/Procuring Agency will evaluate and compare only the bids previously determined to be substantially responsive pursuant to IB.16.4 to 16.6 as per requirements given hereunder. Bids will be evaluated for complete scope of works. The prices will be compared on the basis of the Evaluated Bid Price pursuant to IB.16.8 herein below.

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

16.8 Evaluated Bid Price

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

- (i) making any correction for arithmetic errors pursuant to IB.16.4 hereof.
- (ii) discount, if any, offered by the bidders as also read out and recorded at the time of bid opening.
- (iii) excluding provisional sums and the provisions for contingencies in the Bill of Quantities if any, but including Day work, where priced competitively.
- (iv) Making an appropriate adjustment for any other acceptable variation or deviations.

- 16.9 The estimate effect of the price adjustment provisions of the condition of contract, applied over the period of execution of the contract, shall not be taken into account in Bid evaluation.

- 16.10 If the Bid of 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 analysis for any or all items of the Bill of Quantities to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, the procuring Agency is authorized to accept or not accept unbalanced amount against the estimate.

IB.17 Process to be Confidential

- 17.1 Subject to IB.16.3 heretofore, no bidder shall contact Engineer/Procuring Agency on any matter relating to its Bid from the time of the Bid opening to the time the bid evaluation result is announced by the Procuring Agency. The

evaluation result shall be announced at least seven (07) days prior to award of Contract (SPP Rule 45). The announcement to all bidders will include table(s) comprising read out prices, discounted prices, price adjustments made, final evaluated prices and recommendations against all the bids evaluated.

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

17.3 Bidders may be excluded if involved in "Corrupt and Fraudulent Practices" means either one or any combination of the practices given below SPP Rule2(q);

- (i) "Coercive Practice" means any impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence the actions of a party to achieve a wrongful gain or to cause a wrongful loss to another party;
- (ii) "Collusive Practice" means any arrangement between two or more parties to the procurement process or contract execution, designed to achieve with or without the knowledge of the procuring agency to establish prices at artificial, noncompetitive levels for any wrongful gain;
- (iii) "Corrupt Practice" means the offering, giving, receiving or soliciting, indirectly or indirectly, of anything of value to influence the acts of another party for wrongful gain;
- (iv) "Fraudulent Practice" means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
- (v) "Obstructive Practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract or deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements before investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or acts intended to materially impede the exercise of inspection and audit rights provided for under the Rules.

F. AWARD OF CONTRACT

IB.18. Post Qualification

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

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

18.2 The determination will take into account the bidder's financial and technical capabilities.

It will be based upon an examination of the documentary evidence of the bidders' qualifications submitted under B.11, as well as such other information required in the Bidding Documents.

IB.19 Award Criteria & Procuring Agency's Right

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

19.2 Notwithstanding IB.19.1, the Procuring Agency reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of Contract, without thereby incurring any liability to the affected bidders or any obligation to inform the affected bidders of the grounds for the Procuring Agency's action except that the grounds for its rejection of all bids shall upon request be communicated, to any bidder who submitted a bid, without justification of the grounds. Notice of the rejection of all the bids shall be given promptly to all the bidders (SPP Rule 25).

IB.20 Notification of Award & Signing of Contract Agreement

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

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

20.3 The formal Agreement between the Procuring Agency and the successful bidder duly stamped at rate of 0.30% of bid price(updated from time to time) stated in Letter of Acceptance shall be executed within seven (07) days of the receipt of Form of Contract Agreement by the successful bidder from the Procuring Agency.

IB.21 Performance Security

21.1 The successful bidder shall furnish to the Procuring Agency a Performance Security in the form and the amount stipulated in the Conditions of Contract within a period of fourteen (14) days after the receipt of Letter of Acceptance (SPP 39).

NOT APPLICABLE

21.2 Failure of the successful bidder to comply with the requirements of Sub-Clauses IB.20.2 & 20.3 or 21.1 or Clause IB.22 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security.

21.3 Publication of Award of Contract: within seven days of the award of contract, the procuring shall publish on the website of the authority and on its own website, if such a website exists, the results of the bidding process, identifying the bid through procurement identifying Number if any and the following information:

- (1) Evaluation Report;
- (2) Form of contract and letter of Award;
- (3) Bill of Quantities or Schedule of Requirements. (SPP Rule 50)

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

BIDDING DATA

Instructions to Bidders

Clause Reference

- 1.1 Name of Procuring Agency
Executive Engineer Tubewells Division Naushahroferoze.
- Brief Description of Works
CONSTRUCTION OF DUTY ROOM FOR 03 NO. PUMPING STATIONS, @ RD-72-73, NASRAT BRANCH (LEFT SIDE) NEAR CHANHEE MANUMAL & NEAR VILLAGE USMAN GAHECHO DEH RAJU KEERIO & DEH QASIM KHAHI TALUKA BHIRIA DISTRICT NAUSHAHROFEROZE.
- 5.1 (a) Procuring Agency's address: **Office of the Executive Engineer Tubewells Division Naushahroferoze, WAPDA/SCARP Colony Naushahroferoze Tel. +92 0242 920066, Fax. +92 0242 920066.**
- (b) Engineer's address: **JAWED AFTAB TANWRI Executive Engineer, Tubewells Division Naushahroferoze. Tel. +92 0242 920066, Fax. +92 0242 920066.**
- 10.3 Bid shall be quoted entirely in Pak. Rupees. The payment shall be made in Pak. Rupees.
- 11.2 Contractor/firms already pre-qualified. **With the procuring Agency**
- 12.1 (a) A detailed description of the Works, essential technical and performance characteristics.
- (b) Complete set of technical information, description data, literature and drawings as required in accordance with Schedule B to Bid, Specific Works Data. This will include but not be limited to a sufficient number of drawings, photographs, catalogues, illustrations and such other information as is necessary to illustrate clearly the significant characteristics such as general construction dimensions and other relevant information about the works to be performed.
- 13.1 Amount of Bid Security
05% of Bid Price
- 14.1 Period of Bid Validity
90 Days

- 14.4 Number of Copies of the Bid to be submitted:
One original plus **02** Photo copies.
- 14.6 (a) Procuring Agency's Address for the Purpose of Bid Submission
Office of the Executive Engineer Tubewells Division Naushahroferoze.
- 15.1 Deadline for Submission of Bids
Time: **12:30 hours** on **04/11/2016**.
- 16.1 Venue, Time, and Date of Bid Opening
Venue: **Office of the Executive Engineer Tubewells Division Naushahroferoze, (WAPDA/SCARP Colony Naushahroferoze).**
Time: **13:30 hours** Date: **04/11/2016**.
- 16.4 Responsiveness of Bids
- (i) Bid is valid till required period,
 - *(ii) Bid prices are firm during currency of contract/Price adjustment;
 - (iii) Completion period offered is within specified limits, **(19 Months)**.
 - (v) Bidder is eligible to Bid and possesses the requisite experience, capability and qualification.
 - (vi) Bid does not deviate from basic technical requirements and
 - (vii) Bids are generally in order, etc.
- *Procuring agency can adopt either of two options. (Select either of them)
- (a) **Fixed Price contract:** In these contracts no escalation will be provided during currency of the contract and normally period of completion of these works is upto 12 months.
 - (b) **Price adjustment contract:** In these contracts escalation will be paid only on those items and in the manner as notified by Finance Department, Government of Sindh, after bid opening during currency of the contract.

FORM OF BID AND SCHEDULES TO BID

FORM OF BID

Bid Reference No. **CONSTRUCTION OF DUTY ROOM FOR 03 NO. PUMPING STATIONS, @ RD-72-73, NASRAT BRANCH (LEFT SIDE) NEAR CHANHEE MANUMAL & NEAR VILLAGE USMAN GAHECHO DEH RAJU KEERIO & DEH QASIM KHAHI TALUKA BHIRIA DISTRICT NAUSHAHROFEROZE.**

To: **Executive Engineer,**
Tubewells Division,
Naushahroferoze.

Gentlemen,

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

7. We undertake, if our Bid is accepted, to execute the Performance Security referred to in Conditions of Contract for the due performance of the Contract.
8. We understand that you are not bound to accept the lowest or any bid you may receive.
9. We do hereby declare that the Bid is made without any collusion, comparison of figures or arrangement with any other person or persons making a bid for the Works.

Dated this _____ day of _____, 20

Signature _____

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

(Name of Bidder in Block Capitals)
(Seal)

Address

Witness:

(Signature) _____

Name:

Address:

[SCHEDULES TO BID INCLUDE THE FOLLOWING:

- Schedule A to Bid: Schedule of Prices
- Schedule B to Bid: Specific Works Data
- Schedule C to Bid: Works to be Performed by Subcontractors
- Schedule D to Bid: Proposed Program of Works
- Schedule E to Bid: Method of Performing Works
- Schedule F to Bid: Integrity Pact]

SCHEDULE – A TO BID

SCHEDULE OF PRICES

Sr. No.	Page No.
1. Preamble to Schedule of Prices.....	24
2. Schedule of Prices.....	26
* (a) Summary of Bid Prices	
* (b) Detailed Schedule of Prices /Bill of Quantities (BOQ)	

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

PREAMBLE TO SCHEDULE OF PRICES

1. General

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

2. Description

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

3. Units & Abbreviations

- 3.1 Units of measurement, symbols and abbreviations expressed in the Bidding Documents shall comply with the System international Unites (SI Units).

Unit of Measurements already indicate in 130 Q

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

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 shall be the rates at which the Contractor shall be paid and shall be the full inclusive value of the works set forth or implied in the Contract; except for the amounts reimbursable, if any to the Contractor under the Contract.
- 4.2 Unless otherwise stipulated in the Contract Data, the premium, rates and prices entered by the bidder shall not be subject to adjustment during the performance of the Contract.
- 4.3 All duties, taxes and other levies payable by the Contractor shall be included in the rates and prices.
- 4.4 The whole cost of complying with the provisions of the Contract shall be included in the items provided in the Schedule of Prices, and where

SCHEDULE - A TO BID

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

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

- 4.5 (a) The bidder shall be deemed to have obtained all information as to and all requirements related thereto which may affect the bid price.

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

*(Procuring Agency may modify as appropriate)

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

5. Bid Prices

5.1 Break-up of Bid Prices

The various elements of Bid Prices shall be quoted as detailed by the Procuring Agency in the format of Schedule of Prices.

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

5.2 Total Bid Price

The total of bid prices in the Schedule of Prices shall be entered in the Summary of Bid Prices. Provisional Sums and Day work.

- 6.0 Provisional sums and day work.

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

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

SCHEDULE - A TO BID

SCHEDULE OF PRICES

*Total (to be carried to Summary of Bid Price)
Add/ Deduct the percentage quoted above/below on the prices of items
based on Composite
Schedule of Rates*

NAME OF WORK:- CONSTRUCTION OF DUTY ROOM FOR 03 NO. PUMPING STATIONS AT RD-72-73 NASRAT BRANCH LEFT SIDE NEAR VILLAGE CHANHEE MANUMAL AND NEAR VILLAGE USMAN GAHECHO DEH RAJU KEERIO & DEH QASIM KHAHI TALUKA BHIRIA DISTRICT NAUSHAHROFEROZE.

SCHEDULE OF PRICE

Sr. No.	Description	Quantity	Rate	Unit	Amount
1	Excavation in foundation of building bridges and other structures i/c dag, belling, dressing, refilling around structure with excavated earth watering and ramming lead upto one chain and lift upto 5ft: in ordinary soil. (GSS-2012, P-4, item-18 b)	1018 Cft:	3176.25	%0 Cft:	3,233
2	Cement concrete plain i/c place compacting finishing and curring complete (i/c screening and washing of stone aggregate without shuttering). h) ratio 1:4:8 (GSS-2012, P-15, item-5 i)	525 Cft:	11288.75	% Cft:	59,266
3	Pacca brick work in foundation and plinth in cement sand mortar ratio 1:6. (GSS-2012, P-20, item-4 (e))	792 Cft:	11948.36	% Cft:	94,631
4	Reinforcement cement concrete work including all labour and material except the cost of steel reinforcement and its labour for which will be paid separately. This ratio also includes all kinds of forms moulds lifting shuttering and finishing the exposed surface including screening and washing of shingle. a) R.C work in roof slab, beams rafts, lintels and other structural members, laid in position complete in all respects. i) Ratio (1:2:4) 90Lbs, cement 2ft: sand 4cft: shingle 1/8" to 1/4" gauge. (GSS-2012, Vol: III Prt: II, P-15 item-6 (a))	665 Cft:	337.00	P. Cft:	224,105
5	Febrication of mild steel reinforcement of cement concrete i/c cutting bending laying in position making joints and fastening i/c cost of steel bars (also includes removal of rust from bars). (GSS-2012, P-16, item-8(a)).	35.630 Cwt:	4820.20	P. Cwt:	171,744
6	Pacca brick work in ground floor (i/c striking of joint) cement sand mortar ratio 1:6. (GSS-2012, P-20, item-5 (I)(e)).	1449 Cft:	12674.36	% Cft:	183,652
7	First class deodar wood wrought joinery in doors and windows etc, fixed in position i/c chowkats hold fasts hinges iron tower bolts chocks cleats handles and cards with hooks etc, deodar panned or panned and glazed or fully glazed. b) 1 3/4" thick . (GSS-2012, P-57, item-7 b)	103 Sft:	1273.76	P. Sft:	131,197

Sr. No.	Description	Quantity	Rate	Unit	Amount
8	Filling watering and ramming earth under floor with new earth (Excavated from outside) lead upto one chain and lift upto 5ft: (GSS-2012, P-4, item-22)	872 Cft:	3630.00	%0 Cft:	3,165
9	Cement Plaster (1:5) upto 20' height b) 1/2" thick. (GSS-2012, P-51, item-12b)	2735 Sft:	2241.80	% Sft:	61,313
10	Providing and laying 3" thick topping cement concrete (1:2:4) including surface finishing and dividing into pannels. (GSS-2012, P-41, item-16 (d).	436 Sft:	4411.82	% Sft:	19,236
11	Painting new surfaces. c) Preparing surface and painting of doors and windows and type (i/c edges) Three coats. (GSS-2012, P-68, item-5 c)	206 Sft:	2116.41	% Sft:	4,360
12	Distempering c) Three coats. (GSS-2012, P-53, item-24 ©,.	1068 Sft:	1079.65	% Sft:	11,531
13	White washing c) Three coats. (GSS-2012, P-53, item-26 c)	292 Sft:	829.95	% Sft:	2,423
14	Single layer of Tiles 9" x4 1/2"x2" laid over 24" earth and 1" mud plaster without Bhoosa grouted with cement sand 1:3 on top of R.C.C. slab provided with 34Lbs: bitumaen coating sand blinded. (GSS-2012, P-33, item-5)	330 Sft:	5310.35	% Sft:	17,524

TOTAL RS: 987,380

For 03 No. Duty Rooms for Pumping Stations Rs: 2,962,140

CONTRACTOR

**EXECUTIVE ENGINEER
TUBEWELLS DIVISION
NAUSHAHRO FEROZE**

*SPECIFIC WORKS DATA

(To be prepared and incorporated by the Procuring Agency)

**(Note: The Procuring Agency shall spell out the information & data required to be filled out by the bidder and to furnish complementary information).*

WORKS TO BE PERFORMED BY SUBCONTRACTORS*

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

Items of Works to be Sub-Contracted	Name and address of Sub-Contractors	Statement of similar works previously executed. (attach evidence)
-------------------------------------	-------------------------------------	---

Note:

* The Procuring Agency should decide whether to allow subcontracting or not. In case Procuring Agency decides to allow subcontracting then following conditions shall be complied with:

1. No change of Sub-Contractors 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 works, year completed and name & address of the clients.

PROPOSED PROGRAMME OF WORKS

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

METHOD OF PERFORMING WORKS

The bidder is required to submit a narrative outlining the method of performing the Works.

The narrative should indicate in detail and include but not be limited to:

- The sequence and methods in which he proposes to carry out the Works, including the number of shifts per day and hours per shift, he expects to work.
- A list of all major items of construction and plant erection, tools and vehicles proposed to be used in delivering/carrying out the works at site.
- The procedure for installation of equipment and transportation of equipment and materials to the site.
- Organization chart indicating head office & field office personnel involved in management, supervision and engineering of the Works to be done under the Contract.

**(INTEGRITY PACT)
DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC
PAYABLE BY CONTRACTORS
(FOR CONTRACTS WORTH RS. 2.500 MILLION OR MORE)**

Contract No. _____ Dated **14.10.2016**

Contract Value: _____

Contract Title: **CONSTRUCTION OF DUTY ROOM FOR 03 NO. PUMPING STATIONS, @ RD-72-73, NASRAT BRANCH (LEFT SIDE) NEAR CHANHEE MANUMAL & NEAR VILLAGE USMAN GAHECHO DEH RAJU KEERIO & DEH QASIM KHAHI TALUKA BHIRIA DISTRICT NAUSHAHROFEROZE.**

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

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

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

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

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

.....
[Procuring Agency]

[Contractor]

CONDITIONS OF CONTRACT

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CONDITIONS OF CONTRACT

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CONDITIONS OF CONTRACT

1. GENERAL PROVISIONS

1.1 Definitions

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

The Contract

1.1.11 "Contract" means the Contract Agreement and the other documents listed in the Contract Data.

1.1.2 "Specifications" means the document as listed in the Contract Data, including Procuring Agency's requirements in respect of design to be carried out by the Contractor (if any), and any Variation to such document.

1.1.3 "Drawings" means the Procuring Agency's drawings of the Works as listed in the Contract Data, and any Variation to such drawings.

Persons

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

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

1.1.6 "Party" means either the Procuring Agency or the Contractor.

Dates, Times and Periods

1.1.7 "Commencement Date" means the date fourteen (14) days after the date the Contract comes into effect or any other date named in the Contract Data.

1.1.8 "Day" means a calendar day

1.1.9 "Time for Completion" means the time for completing the Works as stated in the Contract Data (or as extended under Sub-Clause 7.3), calculated from the Commencement Date.

Money and Payments

1.1.10 "Cost" means all expenditure properly incurred (or to be incurred) by the Contractor, whether on or off the Site, including overheads and similar charges but does not include any allowance for profit.

Other Definitions

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

1.2 Interpretation

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

1.3 Priority of Documents

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

1.4 Law

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

1.5 Communications

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

1.6 Statutory Obligations

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

2. THE PROCURING AGENCY

2.1 Provision of Site

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

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

2.2 Permits etc.

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

2.3 Engineer's/Procuring Agency's Instructions

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

2.4 Approvals

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

3. ENGINEER'S/PROCURING AGENCY'S REPRESENTATIVES

3.1 Authorized Person

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

Assistant Executive Engineer will act on behalf of Executive Engineer / Procuring Agency.

3.2 Engineer's/Procuring Agency's Representative

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

4. THE CONTRACTOR

4.1 General Obligations

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

4.2 Contractor's Representative

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

4.3 Subcontracting

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

4.4 Performance Security

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

5. DESIGN BY CONTRACTOR

5.1 Contractor's Design

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

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

5.2 Responsibility for Design

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

6. PROCURING AGENCY'S RISKS

6.1 The Procuring Agency's Risks

The Procuring Agency's Risks are:-

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

7. TIME FOR COMPLETION

7.1 Execution of the Works

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

7.2 Programme

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

7.3 Extension of Time

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

7.4 Late Completion

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

8. TAKING-OVER

8.1 Completion

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

8.2 Taking-Over Notice

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

9. REMEDYING DEFECTS

9.1 Remedying Defects

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

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

9.2 Uncovering and Testing

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

10. VARIATIONS AND CLAIMS

10.1 Right to Vary

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

10.2 Valuation of Variations

Variations shall be valued as follows:

- a) at a lump sum price agreed between the Parties, or
- b) where appropriate, at rates in the Contract, or
- c) in the absence of appropriate rates, the rates in the Contract shall be used as the basis for valuation, or failing which
- d) at appropriate new rates, as may be agreed or which the Engineer/Procuring Agency considers appropriate, or

- e) if the Engineer/Procuring Agency so instructs, at day work rates set out in the Contract Data for which the Contractor shall keep records of hours of labour and Contractor's Equipment, and of Materials, used.

10.3 Changes in the Quantities.

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

10.4 Early Warning

The Contractor shall notify the Engineer/Procuring Agency in writing as soon as he is aware of any circumstance which may delay or disrupt the Works, **No will be made.**

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

10.5 Valuation of Claims

If the Contractor incurs Cost as a result of any of the Procuring Agency's Risks, the Contractor shall not be entitled to the amount of such Cost. If as a result of any Procuring Agency's Risk, it is necessary to change the Works, this shall be dealt with as a no Variation subject to Contractor's notification for intention of claim to the Engineer/Procuring Agency.

10.6 Variation and Claim Procedure

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

11. CONTRACT PRICE AND PAYMENT

11.1 (a) Terms of Payments

The amount due to the Contractor under any Interim Payment Certificate issued by the Engineer pursuant to this Clause, or to any other terms of the Contract, shall , subject to Clause 11.3, be paid by the Procuring.

Agency to the Contractor within 30 days after such Interim Payment Certificate has been jointly verified by Procuring Agency and Contractor, or, in the case of the Final Certificate referred to in Sub Clause 11.5, within 60days after such Final Payment Certificate has been jointly verified by Procuring Agency and Contractor; the payment shall be made to contractor subject to availability of funds.

(a) Valuation of the Works

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

11.2 Monthly Statements

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

a) the value of the Works executed less to the cumulative amount paid previously; and

b) value of secured advance on the materials and valuation of variations (if any).

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

11.3 Interim Payments

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

11.4 Retention

Retention money shall be paid by the Procuring Agency to the Contractor within Ninety (90) days after either the expiry of the period stated in the Contract Data, or the remedying of notified defects, or the completion of outstanding work, all as referred to in Sub-Clause 9.1, whichever is the later.

11.5 Final Payment

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

On availability of funds receipt of the verified final account from the Assistant Executive, the Procuring Agency shall pay to the Contractor any amount due to the Contractor. While making such payment the Procuring Agency may, for reasons to be given to the Contractor in writing, withhold any part or parts of the verified amount.

11.6 Currency

Payment shall be in the currency Pak Rupees.

12. DEFAULT

12.1 Defaults by Contractor

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

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

12.2 Defaults by Procuring Agency

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

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

12.3 Insolvency

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

12.4 Payment upon Termination

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

- a) any sums to which the Contractor is entitled under Sub-Clause 10.4,
- b) any sums to which the Procuring Agency is entitled,

c) if the Procuring Agency has terminated under Sub-Clause 12.1 or 12.3, the Procuring Agency shall be entitled to a sum equivalent to twenty percent (20%) of the value of parts of the Works not executed at the date of the termination, and

d) if the Contractor has terminated under Sub-Clause 12.2 or 12.3, the Contractor shall be entitled to the cost of his demobilisation together with a sum equivalent to ten percent (10%) of the value of parts of the works not executed at the date of termination.

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

13. RISKS AND RESPONSIBILITIES

13.1 Contractor's Care of the Works

Subject to Sub-Clause 9.1, the Contractor shall take full responsibility for the care of the Works from the Commencement Date until the date of the Procuring Agency's/Engineer's issuance of Certificate of Completion under Sub-Clause 8.2.

Responsibility shall then pass to the Procuring Agency. If any loss or damage happens to the Works during the above period, the Contractor shall rectify such loss or damage so that the Works conform with the Contract.

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

13.2 Force Majeure

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

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

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

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

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

14. INSURANCE

14.1 Arrangements

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

14.2 Default

If the Contractor fails to effect or keep in force any of the insurances referred to in the previous Sub-Clause, or fails to provide satisfactory evidence, policies or receipts, the Procuring Agency may, without prejudice to any other right or remedy, effect insurance for the cover relevant to such as a default and pay the premiums due and recover the same plus a sum in percentage given in Contractor Data from any other amounts due to the Contractor.

15. RESOLUTION OF DISPUTES

15.1 Engineer's Decision

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

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

15.2 Notice of Dissatisfaction

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

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

15.3 Arbitration

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

16. INTEGRITY PACT

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

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

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

CONTRACT DATA

Sub-Clauses of
Conditions of Contract
1.1.3 Procuring Agency's Drawings, if any
(To be listed by the Procuring Agency)

1.1.4 The Procuring Agency means

Executive Engineer

1.1.5 The Contractor means

Bidder

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

1.1.9 Time for Completion **19 Months**
(The time for completion of the whole of the Works should be assessed by the Procuring Agency)

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

**Concurrent
Assistant Executive Engineer
Tubewells (Civil) Sub-Division
Naushahroferoze**

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

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

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

- 2.1 Provision of Site: On the Commencement Date
- 3.1 Authorized person: **Concurrent Assistant Executive Engineer Tubewells (Civil) Sub-Division Naushahroferoze**
- 3.2 Name and address of Engineer's/Procuring Agency's representative

- 4.4 Performance Security:
Amount _____
Validity _____
(Form: As provided under Standard Forms of these Documents)
- 5.1 Requirements for Contractor's design (if any):
Specification Clause No's _____
- 7.2 Programme:
Time for submission: Within fourteen (14) days* of the Commencement Date.
Form of programme: **Bar Chart indemnifying the critical activities.**
- 7.4 Amount payable due to failure to complete shall be **0.05%** per day up to a maximum of 10% of sum stated in the Letter of Acceptance (Usually the liquidated damages are set between 0.05 percent and 0.10 percent per day.)
- 7.5 Early Completion**
In case of earlier completion of the work, the Contractor is entitled to be paid bonus up to _____ at a rate equivalent to 50% of the relevant limit and rate of liquidated damages stated in the contract data.
- 9.1 Period for remedying defects
03 Months
- 10.2 (e) Variation procedures:
Day work rates **in Quantities revised approved by the competent authority.**
- 11.1 Terms of Payments
- a) Mobilization Advance
- (1) Mobilization Advance up to _____ % of the Contract Price stated in the Letter of Acceptance shall be paid by the Procuring Agency to the Contractor on the works costing Rs.2.5 million or above on following conditions:

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

OR

2) Secured Advance on Materials

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

- (viii) Detailed account of advances must be kept in part II of running account bill; and
- (ix) Secured Advance may be permitted only against materials/quantities anticipated to be consumed / utilized on the work within a period of 3 months from the date of issue of secured advance and definitely not for full quantities of materials for the entire work/contract
- (b) Recovery of Secured Advance:
 - (i) Secured Advance paid to the Contractor under the above provisions shall be effected from the monthly payments on actual consumption basis, but not later than period specified in the rules not more than three months (even if unutilized); other conditions.
 - (ii) As recoveries are made the outstanding accounts of the items concerned in Part II should be reduced by making deduction entries in the column; "deduct quantity utilized in work measured since previous bill, equivalent to the quantities of materials used by the contractor on items of work shown as executed in part I of the bill.
- (c) Interim payments: The Contractor shall submit to the Engineer monthly statements of the estimated value of the work completed less the cumulative amount certified previously.
 - (i) The value of work completed comprises the value of the quantities of the items in the Bill of Quantities completed.
 - (ii) value of secured advance on the materials and valuation of variations (if any).
 - (iii) Engineer may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.
- (v) Retention money and other advances are to be recovered from the bill submitted by contractor.

11.2

***(a) Valuation of the Works:**

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

11.3 Percentage of retention*: five (5%)

11.6 Currency of payment: Pak. Rupees

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

Type of cover

The Works

Amount of cover

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

Type of cover

Contractor's Equipment:

Amount of cover

Full replacement cost

Type of cover

Third Party-injury to persons and damage to property

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

Workers:

Other cover*:

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

14.2 Amount to be recovered
Premium plus _____ percent (____%).

15.3 Arbitration**
Place of Arbitration: _____

* (Procuring Agency to specify as appropriate)

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

STANDARD FORMS

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

NOT APPLICABLE

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

Guarantee No. _____
Executed on _____

(Letter by the Guarantor to the Procuring Agency)

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

Name of Principal (Bidder) with
address: _____

Sum of Security (express in words and
figures): _____

Bid Reference No. _____ Date of Bid _____

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

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

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

- (1) that the Bid Security shall remain valid for a period of twenty eight (28) days beyond the period of validity of the bid;
- (2) that in the event of;
 - (a) the Principal withdraws his Bid during the period of validity of Bid, or
 - (b) the Principal does not accept the correction of his Bid Price, pursuant to Sub-Clause 16.4 (b) of Instructions to Bidders, or
 - (c) failure of the successful bidder to
 - (i) furnish the required Performance Security, in accordance with Sub-Clause IB-21.1 of Instructions to Bidders, or
 - (ii) sign the proposed Contract Agreement, in accordance with Sub-Clauses IB-20.2 & 20.3 of Instructions to Bidders,

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

NOW THEREFORE, if the successful bidder shall, within the period specified therefore, on the prescribed form presented to him for signature enter into a formal Contract Agreement with the said Procuring Agency in accordance with his Bid as accepted and furnish within fourteen (14) days of receipt of Letter of Acceptance, a Performance Security with good and sufficient surety, as may be required, upon the form prescribed by the said Procuring Agency for the faithful performance and proper fulfilment of the said Contract or in the event of non-withdrawal of the said Bid within the time specified then this obligation shall be void and of no effect, but otherwise to remain in full force and effect.

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

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

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

Guarantor (Bank)

Witness:

1. Signature _____

1. _____

2. Name _____

Corporate Secretary (Seal)

3. Title _____

2. _____

(Name, Title & Address)

Corporate Guarantor (Seal)

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

Guarantee No. _____
Executed on _____
Expiry Date _____

(Letter by the Guarantor to the Procuring Agency)

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

Name of Principal (Contractor) with
address: _____

Penal Sum of Security (express in words and
figures) _____

Letter of Acceptance No. _____ Dated _____

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Bidding

Documents and above said Letter of Acceptance (hereinafter called the Documents) and at the request of the said Principal we, the Guarantor above named, are held and firmly bound unto the _____ (hereinafter called the Procuring Agency) in the penal sum of the amount stated above, for the payment of which sum well and truly to be made to the said Procuring Agency, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

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

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

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

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

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

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

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

Guarantor (Bank)

Witness:

1. Signature _____

1. _____

2. Name _____

Corporate Secretary (Seal)

3. Title _____

2. _____

(Name, Title & Address)

Corporate Guarantor (Seal)

FORM OF CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT (hereinafter called the —Agreement) made on the _____ day _____ of **2016 in** between **Executive Engineer Tubewells Division Naushahroferoze** of the one part and _____ (hereinafter called the "Contractor") of the other part.

WHEREAS the Procuring Agency is desirous that certain Works, viz **CONSTRUCTION OF DUTY ROOM FOR 03 NO. PUMPING STATIONS, @ RD-72-73, NASRAT BRANCH (LEFT SIDE) NEAR CHANHEE MANUMAL & NEAR VILLAGE USMAN GAHECHO DEH RAJU KEERIO & DEH QASIM KHAHI TALUKA BHIRIA DISTRICT NAUSHAHROFEROZE (ADP No.914, 2016-17)** should be executed by the Contractor and has accepted a Bid by the Contractor for the execution and completion of such Works and the remedying of any defects therein.

NOW this Agreement witnesseth as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents after incorporating addenda, if any except those parts relating to Instructions to Bidders, shall be deemed to form and be read and construed as part of this Agreement, viz:
 - (a) The Letter of Acceptance;
 - (b) The completed Form of Bid along with Schedules to Bid;
 - (c) Conditions of Contract & Contract Data;
 - (d) The priced Schedule of Prices/Bill of quantities (BoQ);
 - (e) The Specifications; and
 - (f) The Drawings
3. In consideration of the payments to be made by the Procuring Agency to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Procuring Agency to execute and complete

the Works and remedy defects therein in conformity and in all respects within the provisions of the Contract.

4. The Procuring Agency hereby covenants to pay the Contractor, in consideration of the execution and completion of the Works as per provisions of the Contract, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

Signature of the Contactor

(Seal)

Signature of the Procuring Agency

(Seal)

Signed, Sealed and Delivered in the presence of:

Witness:

(Name, Title and Address)

Witness:

(Name, Title and Address)

MOBILIZATION ADVANCE GUARANTEE

Guarantee No. _____
Executed on _____

(Letter by the Guarantor to the Procuring Agency)

WHEREAS the _____ (hereinafter called the Procuring Agency) has entered into a Contract for _____ (Particulars of Contract), with _____ (hereinafter called the Contractor).

AND WHEREAS the Procuring Agency has agreed to advance to the Contractor, at the Contractor's request, an amount of Rs. _____ Rupees _____) which amount shall be advanced to the Contractor as per provisions of the Contract.

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

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

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

Notice in writing of any default, of which the Procuring Agency shall be the sole and final

NOT APPLICABLE

NOT APPLICABLE

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.

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Guarantor (Scheduled Bank)

Witness:

1. _____

Corporate Secretary (Seal)

2. _____

(Name, Title & Address)

1. Signature _____

2. Name _____

3. Title _____

Corporate Guarantor (Seal)

INDENTURE FOR SECURED ADVANCES.

(For use in cases in which is contract is for finished work and the contractor has entered into an agreement for the execution of a certain specified quantity of work in a given time).

This INDENTURE made the day of -197--"- BETWEEN (hereinafter called "the Contractor" which expression shall where the context so admits or implied be deemed to include his heirs, executors, administrators and assigns) of the one part and THE GOVERNOR OF SINDH (hereinafter called "the Government" of the other part).

WHEREAS by an agreement, dated (hereinafter called the said agreement, the contractor has agreed to perform the under-mentioned works (hereinafter referred to as the said work).

(Here enter (the description of the works

AND WHEREAS the contractor has applied to the for an advance of him of Rupees (Rs.) on the security of materials absolutely belonging to him and brought by him to the site of the said works the subject of the said agreement for use in the construction of such of the said works as he has undertaken to execute at rates fixed for the finished work (inclusive of the cost of materials and labour and other charge) AND

WHEREAS the Government has agreed to advance to the Contractor the sum of Rupees, (Rs.) on the security of materials the quantities and other particulars of which are detailed in Part II of Running Account Bill (E). the said works signed by the contractor Fin R.Form.17.A

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

NOW THIS INDENTURE WTTNESSETH that A pursuance of the said agreement and in consideration of the sum of Rupees - ----- - — Rs.) on or before the execution of these presents paid to the Contractor by the Government (the receipt whereof the Contractor doth hereby acknowledge) and of such further advances (if any) as may be made to him as aforesaid (all of which advances are hereinafter collectively referred to as the said amount) the Contractor doth hereby assign unto the Government the said materials by way of security for the said amount

And doth hereby covenant and agree with the Government and declare ay follow :-

- (1) That the said sum of Rupees - ----- ----RF.- -----) so advanced by the Government to the Contractor as aforesaid and all or any further sum or sums which may be advanced

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aforesaid shall be employed by the contractor in or towards expending the execution of the said works and for no other purpose whatsoever.

(2) That the materials detailed in the said Running Account Bill (B) which have been Fin R Form No. 17-A

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

(3) That the said materials detailed in the said Running Account Bill (B) and all other Fin. R. Form No. 17-A

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

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

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

(7) That if the Contractor shall at any time make any default in the performance or observation in any respect of any of the terms and provisions of the said agreement or of these presents

the total amount of the advance or advances that may still be owing to the Government shall immediately on the happening of such default be repayable by the Contractor to the Government together with interest thereon at twelve

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

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

Once therewith the Government may at any time thereafter adopt all or any of following courses as it may deem best ;-

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

(b) Remove and sell by public auction the seized materials or any part thereof and out of the moneys arising from the sale retain all the sums aforesaid repayable to the Government under these presents and pay over the surplus (if any) to the Contractor.

(c) Deduct all or any part of the moneys owing out of the security deposit or any sum due to the Contractor under the said agreement.

(9) That except as is expressly provided by the presents interest on the said advance shall not be payable.

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

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

In witnesses whereof the* ----- on behalf of the Governor of Sindh and the said ----- have hereunto set their respective hands and seals the day and first above written.

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

1st witness 2nd witness

Signed, sealed and delivered by* In the presence of

Seal

1st Witness 2nd witness

NOT APPLICABLE

SPECIFICATIONS

[Note for Preparing the Specifications]

A set of precise and clear specifications is a prerequisite for bidders to respond realistically and competitively to the requirements of the user without qualifying their Bids. The specifications must be drafted to permit the widest possible competition and, at the same time, present a clear statement of the required standards of workmanship, materials, performance of the works. Only if this is done objectives of economy, efficiency, and fairness in procurement will be realized and responsiveness of Bids can be ensured, and the subsequent task of bid evaluation can be facilitated. The specifications should require that materials to be incorporated in the works be new, unused, and of the most recent or current models, and incorporated all recent improvements in design and materials unless provided for otherwise in the contract.

Samples of specifications from similar to previous procurements are useful in this respect.

The use of metric units is encouraged. Depending on the complexity of the works and the repetitiveness of the type of procurement, it may be advantageous to standardize the Technical Specifications that should cover all classes of workmanship, materials and equipment although not necessarily to be used in a particular procurement.

Care must be taken in drafting specifications to ensure that they are not restrictive. In the specification of standards for equipment, materials, and workmanship, recognized international standards should be used as much as possible. The specifications shall consider all conditions but not limited to seismic conditions, weather conditions and environmental impact. The specifications should state that equipment, materials, and workmanship that meet other authoritative standards, and which ensure at least a substantially equal quality than the standards mentioned, will also be acceptable. The following clause may be inserted in the Specifications.

Sample Clause: Equivalency of Standards and Codes

Wherever reference is made in the Specifications to specific standards and codes to be met by Works to be furnished and tested, the provisions of the latest current edition or revision of the relevant shall apply, unless otherwise expressly stated in the Contract. Other authoritative standards that ensure equivalence to the standards and codes specified will be acceptable.

The Site

1. General

The Site shall be that area where works to be executed. Right of way for access to the Works from existing roads shall be provided by the Contractor through his own arrangements. The Contractor shall make his own investigations of the condition of available public or private roads and of clearance, restrictions, bridge load limits and other limitation that affect or may affect transportation and ingress at the job sites, and shall bear all responsibilities in that respect.

2. Use of Land for Construction Facilities

The Contractor shall made his arrangements at his own cost to acquire land for field offices, construction plant, storage yards, and other facilities required for construction operations under the Contract.

The location, construction, maintenance and operation, of the Contractor's construction facilities shall be subject to the approval, of Engineer.

3. Access to the Works

Before the commencement of any part of the Work the Contractor shall make temporary access tracks including all necessary temporary diversions and bridge works to the part of the Site concerned, both for the Contractor's own access and for the maintenance of public access, all to the approval of the Engineer. The Contractor shall maintain such access tracks in a condition suitable for the safe and easy passage of plant, vehicles, and pedestrians until these tracks are no longer required for the purposes of the Contract. Other contractors employed upon the Project may use such access. The Contractor shall pay particular attention to the maintenance of existing irrigation channels and watercourses.

The Contractor shall make are record to be agreed by the Engineer of the condition of the surfaces of any private lands or any public cultivated or maintained lands over which access for the Site lies before use for access and he shall keep such surfaces in a reasonable state of cleanliness and repair during the execution of the Works. On the termination of the Contractor's use of such access he shall restore the surfaces to a condition at least equal to that obtaining before his first entry on them.

The Procuring Agency where the contractor encounters any difficulties in establishing a right of way to the works from existing roads.

4. Roadways Crossings

Where Drain crosses roads or tracks, these shall be kept open or temporary diversion roads must be constructed. Construction of temporary

diversions and reinstatement of roads and tracks shall be in accordance with the provisions of the Contract.

5. Damage to Channel and Drain Banks and Operating Roads

The Contractor shall limit his loads, speeds; and hauling operations over the existing roads so as to minimize damage to other existing facilities. Ruts and scars resulting from the Contractor's operations shall be removed and any damage to channel embankments shall be promptly corrected, to the satisfaction of the Engineer.

Site Operations

(i). General

1. The Site may be located through and adjacent to tracts of improved property. Where the drain accesses to the Works are adjacent to, cross, or disturb improvements such as gardens, trees, irrigation and drainage facilities, crops and cultivated fields, the Contractor shall conduct his operations so as to minimize disturbance to or destruction of improvements, crops or property and to interfere as little as possible with the operations of cultivators.

2. Restoration of Disturbed Lands within Right of Way

The Contractor shall be responsible for restoring the surface of the lands disturbed by the Work within the right of way as close as possible to the original condition as found, to the satisfaction of the Engineer. Upon the Contractor's application the Engineer will agree a schedule of conditions before the Contractor's entry.

3. Clearance of Site

The Contractor shall clear the Site to the extent required by the Engineer for checking setting-out. The Contractor shall also clear the parts of the Site to be occupied by the Works of all vegetation and artificial obstructions.

The Contractor shall fill and make good with appropriate material those cavities and losses of soil which result from clearing for setting-out as specified in this Clause. The material arising from such clearance shall be removed from the Site and disposed of by the Contractor.

The Contractor shall make periodic clearance of vegetation as is necessary to preserve the amenity and appearance of the neighborhood of the Site.

Preservation of Historical and Archeological Findings and Graveyards

The Contractor agrees that should he or any of his employees and subcontractors in the performance of the Contract discover evidence of possible scientific, Pre-historical, historical, or archeological materials, he will notify the Engineer immediately in writing giving the location and nature of the findings. Where appropriate by reason of a discovery, the Engineer may order delays in the time of performance and/or changes in the Work.

The Contractor shall not trespass, excavate in or otherwise disturb graveyards whether shown on Drawings or not. In the case of unidentified graveyards or burial sites, the Contractor shall notify the Engineer in writing and the Engineer shall make such design changes as required.

Measurement and Payment

No separate payment shall be made for complying with the requirements of this chapter.

Sampling and Testing

The Contractor shall keep records of all tests he conducts in compliance with Specifications, or as required by the Engineer and shall submit copies of the results of such tests to the Engineer when required.

Tests required by the Engineer maybe carried out at the laboratory nominated by the Engineer at the Contractor's expense.

Samples required for tests in nominated laboratory shall be supplied and delivered by the Contractor in appropriate containers, suitably packed and labeled.

The Contractor shall provide for the approval of the Engineer samples of all construction materials and manufactured items required for the Works, if ordered. All samples rejected by the Engineer shall be removed from the Site. All approved items shall be stored on the Site by the Contractor for the duration of Contract under conditions, which will prevent deterioration of the approved sample. Any materials or manufactured items subsequently delivered to the Site for incorporation in the Works shall be at least equal to the approved sample.

With regard to sampling, testing and the costs thereof, nothing in the foregoing shall be deemed to derogate from the responsibilities placed on the Contractor.

The Contractor shall, when required by the Engineer, provide suitable assistants for use in the supervision of the construction of the Works and

these assistants shall be available to help carry out sampling and testing of materials and workmanship. The Engineer will notify the Contractor of his requirements in this respect at least one (1) day in advance. The Contractor shall provide the Engineer with a list of staff he proposes to use and details of their qualifications and experience. The Engineer may reject any or all of the nominated staff.

Concrete Sampling and Testing

The Contractor shall be responsible for providing samples of concrete and its constituent materials either for testing by himself or on behalf of the Engineer for testing at nominated laboratory. Samples may also be taken by the Engineer for testing under the Contract at a nominated laboratory. Concrete test cubes, which shall be made in accordance with BS1881 part 116/ASTM C-31 and C-39, shall be deemed to be sampled for the purpose of this Clause. All sampling of constituent materials shall be carried out in accordance with the provisions of the appropriate British or ASTM Standard and all sampling of fresh and hardened concrete shall be carried out in accordance with the provisions of BS1881/ASTM C-172 unless such provision is at variance with the Specifications. Details of all such samples shall be recorded by the Contractor and passed to the Engineer. The frequency with which such samples are to be delivered to the laboratory will be given by the Engineer in the form of a sampling plan. The Engineer will make available to the Contractor the results of each test carried out on the samples provided.

The tests, which the Contractor is required to undertake himself on behalf of the Engineer, are those to be carried out on fresh concrete at the place of final deposit, or elsewhere in the Site as directed by the Engineer. These tests comprise slump test to BS 1881, part 102 and ASTM C-143. The frequency with which these tests are carried out shall be as directed by the Engineer in the form of a testing plan.

The Contractor shall also test aggregates for moisture content and so determine the water cement ratio of the fresh concrete. Determinations of water/cement ratio shall be carried out as required by the Engineer and the results and calculations submitted to him.

The Contractor shall until the Maintenance Period (or such earlier date as directed by the Engineer) supply, service and operate the necessary apparatus for sampling concrete and its constituent materials in accordance with the requirements and for slump tests on fresh concrete as described above.

Sampling of fresh concrete for concrete test cubes shall be carried out whenever possible, at the place of deposition in the Works. From each such sample three (3) such cubes shall be made. Each cube shall be marked indelibly for identification when it is in the mould. After retention at the place where they are made for 24 hours, the cubes shall be

delivered to the nominated laboratory for removal from their moulds, curing and testing. Moulds shall be returned to the Contractor for reuse. Sampling fresh concrete for such cubes shall be carried out by the Contractor in accordance with a sampling plan drawn up by the Engineer in accordance with the following principles.

The frequency of sampling for each class of concrete from each batching centre in each active day to be at a rate of: -

- (a) One sample from one batch of every 10 batches; or
- (b) One sample per 500 cubic feet of concrete; or
- (c) One sample;

Whichever involves the greatest number of samples Where more than 700 cubic feet from one batching centre is placed in one location in one day, the rate of sampling maybe decreased, with the approval of the Engineer to one sample from one batch of every 20 batches or one sample per 700 cubic feet of concrete, whichever involves the greatest number of samples. The actual rate of sampling may vary to the approval of the Engineer according to the random selection of batches to be sampled and shall be increased when ordered by the Engineer in appropriate circumstances.

In addition to his other duties in connection with the sampling and testing of concrete, the Contractor shall provide the instrument for, and record the temperatures of the concrete and concrete materials required by the Engineer and copies of shall be supplied to the Engineer. No separate payment will be made.



**IRRIGATION DEPARTMENT
GOVERNMENT OF SINDH**

Issued to:- _____

DR.NO. _____ *Dated* _____

**CHIEF ENGINEER IRRIGATION DEVELOPMENT
REGION HYDERABAD**

**PROJECT DIRECTOR SCARP NORTH ROHRI
SHAHEED BENAZIRABAD**

**Name of Scheme: - INSTALLATION OF SOLAR TUBEWELLS IN
SINDH (30 NOS.) (ADP NO.933, 2016-17).**

**Name of Work: - BORING, PROVIDING & INSTALLATION OF SOLAR
PUMPS OF 1.00 CUSECS ON SOLAR ENERGY (06 NOS.),
1.50 CUSECS ON SOLAR ENERGY (06 NOS.), 2.00
CUSECS ON SOLAR ENERGY (18 NOS.), CONSTRUCTION
OF STRUCTURAL WORK FOR NEW TUBEWELLS ON
SOLAR ENERGY (30 NOS.) AND EARTH WORK/
CONSTRUCTION OF DISPOSAL CHANNEL OF NEW
TUBEWELLS ON SOLAR ENERGY (30 NOS.) IN
TUBEWELLS DIVISION NAUSHAHROFEROZE.**

NOVEMBER -2016

**EXECUTIVE ENGINEER TUBEWELLS DIVISION
NAUSHAHROFEROZE**

SPPRA BIDDING DOCUMENT

**SINDH PUBLIC PROCUREMENT REGULATORY AUTHORITY
(SPPRA)**

STANDARD FORM OF BIDDING DOCUMENT

(Civil Works – Large Works)

**This SBD shall be used for large works costing more
than Rs.50 Million**

2016

**INSTRUCTIONS TO
PROCUREMENT AGENCIES**

INSTRUCTIONS TO PROCURING AGENCY

(Not to be included in bidding documents)

As stated in Clause IB.7 of the Instructions to Bidders, the complete bidding documents shall comprise of eleven items listed therein and any Addenda issued in accordance with Clause IB.9. The Standard Bidding Documents, in addition to Invitation for Bids, includes the following:

1. Instructions to Bidders.
2. Bidding Data.
3. General Conditions of Contract, Part I (GCC).
4. Special Conditions of Contract, Part II (SCC).
5. Specifications
6. Form of Bid and Appendices to Bid.
7. Bill of Quantities.
8. Form of Bid Security.
9. Form of Agreement.
10. Form of Performance Security, Mobilization Advance Guarantee, Indenture Security Bond and Integrity pact.
11. Drawings.

The Instructions to Bidders can be used as given. Procuring agency may have to make changes in the text under some special circumstances subject to provisions of Rules and Regulations.

General Conditions of Contract shall not be changed. Procuring agency may carry out changes in General Conditions of Contract through Special Conditions of Contract, as per provisions of Sindh Public Procurement Rules 2010, updated from time to time, in Province of Sindh. However, such changes in General Conditions shall be made with due care. Completion of the Forms and preparation of Bill of Quantities should be made as suggested hereinafter.

Procuring Agency is required to prepare the following documents for completion of the bidding documents:

- (i) Special Conditions of Contract Part-II (SCC)
- (ii) Specifications.
- (iii) Bill of Quantities.
- (iv) Drawings

A. Notice Inviting Tender

1. The "Notice Inviting Tender" is advertised in the newspapers shall appear in at least three widely circulated leading dailies of English, Urdu and Sindhi languages as well as on SPPRA Website as explained in the SPP Rules, 2010 (17) (2). All the blank spaces are to be filled in by the procuring agency.
2. The eligible bidders are defined in Clause IB.3 of Instructions to Bidders.
3. The notice shall be published so as to give the interested bidders, sufficient time for preparation and submission of bids which shall be minimum of 15 days for National

Competitive Bidding (NCB) and minimum of 45 days for International Competitive Bidding (ICB) SPP Rule 18.

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

B. Instructions to Bidders and Bidding Data

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

7. Referring to IB 15.1 of bidding data, the amount is to be filled in by the procuring agency: bid security shall not be below than one percent and not exceeding five percent of the bid price SPP Rule 37(1).

C. Form of Bid and Appendices to Bid

1. Form of Bid:

Only Bid Reference Number shall be filled in by the procuring agency (refer Para A.8 above). All other blanks spaces are to be filled in by the bidder.

2. Appendix-A to Bid:

- (a) The minimum amount of third party insurance should be assessed by the procuring agency and entered at Sr. No. 3.
- (b) The time for completion of the whole of the works shall be entered by the procuring agency at Sr. No. 5.
- (c) The amount of Liquidated Damages per day of delay shall be entered by the procuring agency at Sr. No. 7.

Amount of the Liquidated Damages for each day of delay in completion of the whole of the works, or if applicable, for any Section thereof, shall be (a sum equal to 10% of the estimated cost of the works divided by one-fourth of the number of days specified as completion time).

Formula: LD (per day) = 10% of Estimated or Bid Cost ÷ [0.25 × Time for completion (days)].

- (d) The Defects Liability Period is to be entered by the procuring agency keeping in view the nature and size of the work at Sr. No. 7.

This is generally taken as 365 days/one year.

- (e) The minimum amount of Interim Payment Certificate should be determined by the procuring agency depending upon the size and duration of the works and to be entered at Sr. No 10.

3. Appendix-B to Bid:

Where foreign currency payments are foreseen; the entire Appendix-B to bid should be left blank to be filled in by the bidder.

Where no foreign currency payments are foreseen, the procuring agency should stamp this Appendix-B as "Not Used" and, referring to 1.1.4.6 and 13.4 of GCC, and state in SCC that all payments shall be in local currency only. Clause IB-13 should also be modified accordingly through the changes in bidding data.

4. Appendix-C to Bid:

(a) National Competitive Bidding (NCB):

Escalations on local funded projects/schemes shall be paid to the contractor only on following items with their base prices and sources shown in the bidding document at time of issuing NIT:-

- (i) Steel (ii) Cement (iii) Wood for Doors, windows & Partition walls
- (iv) Bitumen (v) Bricks.

(b) International Competitive Bidding (ICB):

- (i) Contracts having duration of twelve months or more should be liable to price adjustment as per conditions of contract. Provided that the procuring agency may add or delete any item from the list given at the relevant appendix, as deemed appropriate.
- (ii) Blank spaces for weight-age of each cost item in column 3 of the table should be filled in by the procuring agency, while preparing the bidding documents.
- (iii) In case the price adjustable items are not covered in the Federal Bureau of Statistics, the base price and the source thereof shall be mentioned by the procuring agency and the corresponding column of the table should be amended accordingly.
- (iv) This mechanism shall be applicable only for price adjustment in local currency.
- (v) Price adjustment as mentioned above shall be applicable to all contracts including item rate, lump sum and %age quoted above or below on Composite Schedule of Rates (CSR), provided these provisions are part of the contract.

5. Appendix-D to Bid:

Bills for various items are given by way of example only. The procuring agency should prepare the Bill of Quantities (BoQs) appropriate to the works. In preparation of the Bill of Quantities, columns under (1), (2), (3) and (4) in item rate contract should be completed by the procuring agency, whereas, spaces under columns (5) and (6) as well as the totals at the bottom shall be left blank to be filled in by the bidder. But in case of Composite Schedule of Rates, all columns are to be filled by procuring agency, only percentage above or below are to be quoted by bidder.

Referring to Schedule of Day Work Rates for labour, materials and constructional plant, types of labour, materials and constructional plant under column (2) as well as quantities under column (4) are given by way of example only. The procuring agency should determine the types of labour, materials and constructional plant as well as the quantities thereof, estimated to be utilized, on day work basis

depending upon the nature of the works.

Percentage for overhead and profit on labour and materials, and the total amounts should be left blank to be filled in by the bidder.

Day Work summary is to be left blank to be filled in by the bidder.

6. Appendix-E to Bid:

If the procuring agency requires partial completion of the works by sections (for example Parts-A, B, C etc.), these should be identified and time for completion thereof, are to be specified, and the blank spaces may be filled in by the procuring agency.

7. Appendix-F to Bid:

The procuring agency may expand the requirements as stated in this Appendix, keeping in view the requirements of the works.

8. Appendix-G to Bid:

It pertains to the list of major equipments to be provided by the bidder if applicable. All blank spaces are to be filled in by the bidder.

9. Appendix-H to Bid:

The bidder has to provide details about camps and housing facilities. Procuring agency may modify the requirements as stated in this Appendix, keeping in view requirements of the works.

10. Appendix-I to Bid:

The bidder has to provide list of sub-contractors along with the details of works assigned. The blank spaces are to be filled in by the bidder.

11. Appendix-J to Bid:

The bidder has to provide the estimated value of work to be executed in the period mentioned therein. The blank spaces are to be filled in by the bidder.

12. Appendix-K to Bid:

The bidder has to provide the organizational chart for supervisory staff and labour. The blank spaces are to be filled in by the bidder.

13. Appendix-L to Bid:

Procuring agency shall provide the Integrity Pact form duly signed, stamped and submit the same along with the bid.

D. Forms

1. Bid Security:

Procuring agency, before issuing the bidding documents, should fill in following blank spaces:

- (a) Amount/ Percentage of bid security, in words as well as figures, which should be the same as provided at Sub-Para A.5 above.
- (b) Bid Reference Number should be the same as per Sub-Para B.7 above.
- (c) Standard Forms of Securities provided in this document are to be issued by a scheduled bank.

E. Special Conditions of Contract

1. Name and full address of the procuring agency as well as that of the Engineer in charge or in case a consultant is hired by the procuring agency, then Consultant's Engineer, as the case may be, should be filled in by the procuring agency in the blank spaces provided under Sub-Para (a) (i) and (iv) of Sub-Clause 1.1 of SCC.
2. Referring to first paragraph of Sub-Clause 3.1 of GCC, information as applicable is provided there under.
3. Referring to Sub-Clause 1.5 of GCC, the procuring agency may add, in the order of priority, such other documents which form part of the contract.
4. Referring to 8.3 of GCC, the procuring agency should specify the form in which the programme is to be submitted by the bidder, e.g., Critical Path Method (CPM), Bar Chart or Programme Evaluation and Review Technique (PERT).
5. (a) Referring to Sub-Clause 5.3 of GCC, if the procuring agency desires the Bidder to use the services of nominated subcontractor(s), the procuring agency should make necessary provisions of provisional sums and provide blank spaces to be filled in the percentage rate(s) and estimated amounts, resulting there from in Appendix-D to Bid. The blank spaces for the rate(s) and the estimated amount(s) shall be filled in by the bidder.
(b) Suitable text referring to such provisions should be added in SCC.

If provisional sums and Day Work are not to be provided, then same should be mentioned in special conditions of contract.

6. Mobilization Advance/Advance Payment:

Procuring agency shall extend mobilization advance to the contractor *on submission of Bid Bond/ Bank Guarantee.*

7. Referring to 20.6 of GCC, the procuring agency should state the venue of Arbitration, which should be located within the province of Sindh and according to Arbitration Act, 1940 (up dated from time to time).
8. Addresses of the procuring agency and the Engineer or in case a consultant is hired

by the procuring agency, then Consultant's Engineer, as the case may be, are to be entered by the procuring agency to completely fill in the blanks in Sub-Clause 1.3.

F. Specifications.

To be prepared and incorporated by the procuring agency.

(Precise and clear specifications are prerequisite for bidders to respond realistically and competitively to the requirements of the procuring agency without qualifying or conditioning their bids. In the context of both national and international competitive bidding, the specifications must be drafted to permit the widest possible competition and, at the same time, present a clear statement of the required standards of materials, plant, other supplies, and workmanship to be provided. Only if this is done, the objectives of economy, efficiency and equality in procurement will be realized, responsiveness of bids be ensured, and the subsequent task of bid evaluation be facilitated. The specifications should require that all materials, plant, and other supplies to be incorporated in the works are new, unused, of the most recent or current models, and incorporate all recent improvements in design and materials unless provided otherwise in the contract. A clause setting out the scope of the works is often included at the beginning of the specifications, and it is customary to give a list of the drawings. Where the contractor is responsible for the design of any part of the permanent works, the extent of his obligations must be stated.

Specification shall be generic and shall not include references to brand names, model numbers, catalogue numbers or similar classifications. However, if the procuring agency is convinced that the use of or a reference to a brand name or catalogue number is essential to complete an otherwise incomplete specification, such use or reference shall be qualified with the words "or equivalent".

Care must be taken in drafting specifications to ensure that they are not restrictive. In the specification of standards for materials, plant, other supplies, and workmanship, recognized international standards should be used as much as possible. The specifications shall consider all site conditions, but not limited to seismic and weather conditions, and environmental impact. Where other particular standards are used, whether national or other standards, the specifications should state that materials, plant, other supplies, and workmanship meeting other recognised standards, and which ensure equal performance, to the mentioned standards, will also be acceptable.)

G. Drawings

To be prepared and incorporated by the procuring agency.

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**INVITATION
FOR BIDS**

NOTICE INVITING TENDERS

Date: _____
Federal/Provincial/Local Government Funds/ Loans / Grant No: _____
Bid Reference No: _____

1. The _____ (the
(Name of Procuring Agency)
"Procuring Agency") has received/ applied for loan/grant/funds from the
_____ towards the cost of _____
(Name of Funding Agency/GOP/ Provincial Government/Any Other) (Name of Project/Scheme)
and it is intended that part of the proceeds of the loan/grant/funds will be applied to
eligible payments under the contract for the _____
(Brief description of the Works)
Bidding is open to all interested bidders.
2. Procuring agency invites sealed bids from interested firms or persons licensed by the
Pakistan Engineering Council (PEC) in the category _____ or above for the works
and in discipline _____ and registered with relevant tax authorities. A foreign bidder
is entitled to bid only in a joint venture with a Pakistani Firm in accordance with the
relevant provisions of PEC bye-laws.
3. Bidders may obtain information by acquiring the bidding documents (BD) from the
Office of the procuring agency, up to _____ (Insert the date and time) at

(Mailing Address)
4. A complete set of BD may be purchased by an interested bidder on submission of a
written application to the above office and upon payment of a non-refundable fee of
Rs. _____
(Insert Amount)
5. All bids must be accompanied by a bid security in the amount of Rs. _____
(Rupees _____) or an equivalent amount in a freely
convertible _____ currency, and _____ must be delivered
to _____
(Indicate Address and Exact Location)
at or before _____ hours, on _____ (Date). Bids will be opened at _____ hours
on the same day, in the presence of bidder's representatives who choose to attend at
the same address. (Indicate address and exact location if it differs).
6. Procuring agency reserves right to annul the bidding process and reject all bids or
proposals, as per SPP Rules 2010.

[Note: the bids shall be opened not later than one hour after the deadline for submission of bids]

**INSTRUCTIONS
TO
BIDDERS**

INSTRUCTIONS TO BIDDERS

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

A. GENERAL

IB.1 Scope of Bid

- 1.1 Procuring agency as defined in the bidding data hereinafter called "the procuring agency" wishes to receive bids for the construction and completion of works as described in these bidding documents, and summarized in the bidding data hereinafter referred to as the "Works".
- 1.2 The successful bidder will be expected to complete the works within the time specified in Appendix-A to Bid.

IB.2 Source of Funds

- 2.1 Procuring agency has received/allocated/] applied for loan/grant/ Federal/ Provincial/Local Government funds from the source(s) indicated in the bidding data in various currencies towards the cost of the project /scheme specified in the bidding data, and it is intended that part of the proceeds of this loan/grant/funds will be applied to eligible payments under the contract for which these bidding documents are issued.

IB.3 Eligible Bidders

- 3.1 This Invitation for Bids is open to all interested bidders who are eligible under provisions of Sindh Public Procurement Rules as mentioned below and the criteria given in the Notice Inviting Tender (NIT)/ Bidding Document.

Firms and individuals, national or international, may be allowed to bid for any project where international competitive bidding is feasible. Any conditions for participation shall be limited to those that are essential to ensure the bidder's capability to fulfill the contract in question.

- (a) Bidders may be excluded if:
 - (i) as a matter of law or official regulations, commercial relations are prohibited with the bidder's country by the federal government in case of ICB, or
 - (ii) a firm is blacklisted/ debarred by the procuring agency and the matter has been reported to the Authority, subject to Rule 30 of Sindh Public Procurement Rules 2010.

(b) Government-owned enterprises or institutions may participate only if they can establish that they are:

- (i) legally and financially autonomous, and
- (ii) operate under commercial law.

Provided that where government-owned universities or research centers in the country are of a unique and exceptional nature, and their participation is critical to project implementation, they may be allowed to participate; and

Bidders shall include all those contractors who are registered or incorporated in Pakistan, irrespective of the nationality of their owners and professional staff, or

(c) Bidders are:-

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

IB.4 One Bid per Bidder

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

IB.5 Cost of Bidding

5.1 The bidders shall bear all costs associated with the preparation and submission of their respective bids, and the procuring agency will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

IB.6 Site Visit

6.1 The bidders are advised to visit and examine the site of works and its surroundings and obtain all information that may be necessary for preparing the bid and entering into a contract for construction of the works. All cost in this respect shall be at the bidder's own expense.

6.2 The bidders and any of their personnel or agents will be granted permission by the procuring agency to enter upon his premises and lands for the purpose of such inspection, but only upon the express condition that the bidders, their personnel and agents, will release and indemnify the procuring agency, his personnel and agents from and against all liability in respect thereof and will be responsible for death or personal injury, loss of or damage to property and any other loss, damage, costs and

expenses incurred as a result of such inspection.

B. BIDDING DOCUMENTS

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

7.1 The bidding documents, in addition to invitation for bids, are those stated below and should be read in conjunction with any addenda issued in accordance with Clause IB.9.

- a. Instructions to Bidders.
- b. Bidding Data.
- c. General Conditions of Contract, Part-I (GCC).
- d. Special Conditions of Contract, Part-II (SCC)
- e. Specifications.
- f. Form of Bid and Appendices to Bid.
- g. Bill of Quantities (Appendix-D to Bid).
- h. Form of Bid Security.
- i. Form of Contract Agreement.
- j. Forms of Performance Security, Mobilization Advance Guarantee, Integrity Pact and Indenture bond for secured advance.
- k. Drawings.

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

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

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

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

IB.9 Addendum/Modification of Bidding Documents:

9.1 At any time prior to the deadline for submission of bids, the procuring agency may, for any reason, whether at his own initiative or in response to a clarification requested by a interested bidder, modify the bidding documents by issuing addendum.

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

9.3 To afford bidders reasonable time in which to take an addendum into account in

preparing their bids, the procuring agency may extend the deadline for submission of bids in accordance with IB.20

C. PREPARATION OF BIDS

IB.10 Language of Bid

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

IB.11 Documents Accompanying the Bid

11.1 Each bidder shall:

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

And

- (c) furnish a technical proposal taking into account the various Appendices to Bid specially the following:

Appendix-E to Bid	Proposed Construction Schedule
Appendix-F to Bid	Method of Performing the Work
Appendix-G to Bid	List of Major Equipment
Appendix-K to Bid	Organization Chart for Supervisory Staff

and other pertinent information such as mobilization programme etc;

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

- (a) one of the joint venture partners shall be nominated as being in charge; and

this authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the joint venture partners;

- (b) the bid, and in case of a successful bid, the Form of Contract Agreement shall be signed by the authorized partner so as to be legally binding on all partners;
- (c) the partner-in-charge shall always be duly authorized to deal with the procuring agency regarding all matters related with and/or incidental to the execution of works as per the terms and Conditions of Contract and in this regard to incur any and all liabilities, receive instructions, give binding undertakings and receive payments on behalf of the joint venture;
- (d) all partners of the joint venture shall at all times and under all circumstances be liable jointly and severally for the execution of the contract in accordance with the contract terms and a statement to this effect shall be included in the authorization mentioned under Sub-Para (a) above as well as in the Form of Bid and in the Form of Contract Agreement (in case of a successful bid);
- (e) a copy of the agreement entered into by the joint venture partners shall be submitted with the bid stating the conditions under which it will function, its period of duration, the persons authorized to represent and obligate it and which persons will be directly responsible for due performance of the contract and can give valid receipts on behalf of the joint venture, the proportionate participation of the several firms forming the joint venture, and any other information necessary to permit a full appraisal of its functioning. No amendments / modifications whatsoever in the joint venture agreement shall be agreed to between the joint venture partners without prior written consent of the procuring agency;
- (f) submission of an alternative Letter of Intent to execute a Joint Venture Agreement shall be mandatory.

11.3 Bidders shall also submit proposals of work methods and schedule, in sufficient detail to demonstrate the adequacy of the bidders' proposals to meet the technical specifications and the completion time referred to sub- clause IB 1.2 hereof.

IB.12 Bid Prices

- 12.1 Unless stated otherwise in the bidding documents, the contract shall be for the whole of the works as described in IB 1.1 hereof, based on the unit rates or prices submitted by the bidder or percentage quoted above or below on the rates of Composite Schedule of Rates (CSR), as the case may be.
- 12.2 The bidders shall fill in rates and prices for all items of the works described in the Bill of Quantities. Items against which no rate or price is entered by a bidder will not be paid for by the procuring agency when executed and shall be deemed to be covered by rates and prices for other items in the Bill of Quantities. In case of Composite Schedule of Rates, if the bidder fails to mention the percentage above or below, it shall be deemed to be at par with the rates of Composite Schedule of Rates.
- 12.3 The bid price submitted by the contractor shall include all rates and prices including

the taxes. All duties, taxes and other levies payable by the contractor under the contract, or for any other cause during the currency of the execution of the work or otherwise specified in the contract as on the date seven days prior to the deadline for submission of bids.

Additional / reduced duties, taxes and levies due to subsequent additions or changes in legislation shall be reimbursed / deducted as per Sub-Clause 13.7 of the General Conditions of Contract Part-I.

- 12.4 The rates and prices quoted by the bidders are subject to adjustment during the performance of the contract in accordance with the provisions of Clause 13.7 of GCC. The bidders shall furnish the prescribed information for the price adjustment formulae in Appendix-C to Bid, and shall submit with their bids such other supporting information as required under the said Clause. Adjustment in prices quoted by bidders shall be allowed as per Sub-Para 4(ii) of Section C of Instructions to bidders and bidding data.

IB.13 Currencies of Bid and Payment

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

IB.14 Bid Validity

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

IB.15 Bid Security

- 15.1 Each bidder shall furnish, as part of the bid, a bid security in the amount stipulated in the bidding data in Pak Rupees or an equivalent amount in a freely convertible currency.
- 15.2 The bid security shall be at the option of the bidder, in the form of deposit at call, Pay order or a bank guarantee issued by a Scheduled Bank in Pakistan or from a foreign bank duly counter guaranteed by a Scheduled Bank in Pakistan in favour of the procuring agency, which should commensurate with the bid validity period. The bank guarantee for bid security shall be acceptable in the manner as provided at Annexure BS-1
- 15.3 Any bid not accompanied by an acceptable bid security shall be rejected by the procuring agency as non-responsive.
- 15.4 Bid security shall be released to the unsuccessful bidders once the contract has been signed with the successful bidder or the validity period has expired.
- 15.5 The bid security of the successful bidder shall be returned when the bidder has furnished the required Performance Security and signed the Contract Agreement.
- 15.6 The bid security may be forfeited:
 - (a) if the bidder withdraws his bid except as provided in sub- clause IB 22.1;
 - (b) if the bidder does not accept the correction of his bid price pursuant to sub-clause IB.27.2 hereof; or
 - (c) In the case of successful bidder, if he fails within the specified time limit to:
 - (i) furnish the required Performance Security; or
 - (ii) sign the Contract Agreement.

IB.16 Alternate Proposals/Bids

- 16.1 Each bidder shall submit only one bid either by himself, or as a member of a joint venture, until and unless they have been requested or permitted for alternative bid, then he has to purchase separate bidding documents and alternate bid shall be treated as separate bid.
- 16.2 Alternate proposals are allowed only for procurement of works where technical complexity is involved and more than one designs or technical solutions are being offered. Two stage two envelope bidding procedure will be appropriate when alternate proposal is required.
- 16.3 Alternate bid(s) shall contain (a) relevant design calculations; (b) technical specifications; (c) proposed construction methodology; and (d) any other relevant details / conditions, provided that the total sum entered on the Form of Bid shall be

that which represents complete compliance with the bidding documents.

IB.17 Pre-Bid Meeting

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

IB.18 Format and Signing of Bid

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

postal addresses at which notices may be legally served on them and to which all correspondence in connection with their bids and the contract is to be sent.

18.8 Bidders should retain a copy of the bidding documents as their file copy.

D. SUBMISSION OF BIDS

IB.19 Sealing and Marking of Bids

19.1 Each bidder shall submit his bid as under:

- (a) ORIGINAL and COPIES of the bid shall be separately sealed and put in separate envelopes and marked as such.
- (b) The envelopes containing the ORIGINAL and COPIES shall be put in one sealed envelope and addressed as given in sub – clause IB 19.2 hereof.

19.2 The inner and outer envelopes shall:

- (a) be addressed to the procuring agency at the address provided in the bidding data;
- (b) bear the name and identification number of the contract as defined in the bidding data; and
- (c) provide a warning not to open before the time and date for bid opening, as specified in the bidding data.

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

19.4 If the outer envelope is not sealed and marked as above, the procuring agency will assume no responsibility for the misplacement or premature opening of the Bid.

IB.20 Deadline for Submission of Bids

- 20.1
- (a) Bids must be received by the procuring agency at the address specified not later than the time and date stipulated in the bidding data,
 - (b) Bids with charges payable will not be accepted, nor will arrangements be undertaken to collect the bids from any delivery point other than that specified above. Bidders shall bear all expenses incurred in the preparation and delivery of bids. No claims shall be entertained for refund of such expenses.
 - (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.

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

IB.21 Late Bids

- (a) any bid received by the procuring agency after the deadline for submission of bids prescribed in to clause IB 20 shall be returned unopened to such bidder.
- (b) delays in the mail, person in transit, or delivery of a bid to the wrong office shall not be accepted as an excuse for failure to deliver a bid at the proper place and time. It shall be the bidder's responsibility to submit the bid in time.

IB.22 Modification, Substitution and Withdrawal of Bids

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

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

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

22.4 Withdrawal of a bid during the interval between the deadlines for submission of bids and the expiration of the period of bid validity specified in the Form of Bid may result in forfeiture of the bid security in pursuance to clause IB 15.

E. BID OPENING AND EVALUATION.

IB.23 Bid Opening

23.1 Procuring agency will open the bids, including withdrawals, substitution and modifications made pursuant to Clause IB.22, in the presence of bidders' representatives who choose to attend, at the time, date and location stipulated in the bidding data. The bidders or their representatives who are in attendance shall sign an attendance sheet.

23.2 Envelopes marked "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL" shall be opened and read out first. Bids for which an acceptable notice of withdrawal has been submitted pursuant to clause IB.22 shall not be opened.

23.3 Procuring agency shall read aloud the name of the bidder, total bid price and price of

any Alternate Proposal(s), if any, discounts, bid modifications, substitution and withdrawals, the presence or absence of bid security, and such other details as the procuring agency may consider appropriate, and total amount of each bid, and of any alternative bids if they have been requested or permitted, shall be read aloud and recorded when opened.

- 23.4 Procuring Agency shall prepare minutes of the bid opening, including the information disclosed to those present in accordance with the sub-clause IB.23.3.

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

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

IB.25 Clarification of Bid (SPP Rule 43)

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

IB.26 Examination of Bids and Determination of Responsiveness

- 26.1 Prior to the detailed evaluation of bids, the procuring agency will determine whether the bidder fulfills all codal requirements of eligibility criteria given in the tender notice such as registration with tax authorities, registration with PEC (where applicable), turnover statement, experience statement, and any other condition mentioned in the NIT and bidding document. If the bidder does not fulfill any of these conditions, it shall not be evaluated further.
- 26.2 Once found to be fulfilling the eligibility criteria, as mentioned in sub-clause 26.1, the bids of eligible bidders will be evaluated for technical responsiveness as per specification and criteria given in the bidding documents. Technical and financial evaluations may be carried out in accordance with single stage-single one envelope, single stage-two envelopes, two stage or two stage-two envelopes bidding procedures,

depending on the selection procedure adopted by the procuring agency.

26.3 A bid will be considered technically responsive if it (i) has been properly signed; (ii) is accompanied by the required bid security; and (iii) conforms to all the terms, conditions and specifications of the bidding documents, without material deviation or reservation. A material deviation or reservation is one (i) which affect in any substantial way the scope, quality or performance of the works; (ii) which limits in any substantial way, inconsistent with the bidding documents, the procuring agency's rights or the bidder's obligations under the contract; or (iii) adoption/rectification whereof would affect unfairly the competitive position of other bidders presenting substantially responsive bids.

26.4 If a bid has major deviations to the commercial requirements and technical specifications will be considered technically non responsive. As a general rule, major deviations are those that if accepted, would not fulfill the purposes for which the bid is requested, or would prevent a fair comparison or affect the ranking of the bids that are compliant with the bidding documents.

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

- (i) has been not properly signed;
- (ii) is not accompanied by the bid security of required amount and manner;
- (iii) stipulating price adjustment when fixed price bids were called for;
- (iv) failing to respond to specifications;
- (v) failing to comply with Mile-stones/Critical dates provided in Bidding Documents;
- (vi) sub-contracting contrary to the Conditions of Contract specified in Bidding Documents;
- (vii) refusing to bear important responsibilities and liabilities allocated in the Bidding Documents, such as performance guarantees and insurance coverage;
- (viii) taking exception to critical provisions such as applicable law, taxes and duties and dispute resolution procedures;
- (ix) a material deviation or reservation is one :
 - (a) which affect in any substantial way the scope, quality or performance of the works;
 - (b) adoption/rectification whereof would affect unfairly the competitive position of other bidders presenting substantially responsive bids.

(B) Minor Deviations

Bids that offer deviations acceptable to the Procuring Agency and which can be assigned a monetary value may be considered substantially responsive at least as to the issue of fairness. This value would however be added as an adjustment for evaluation purposes only during the detailed evaluation process.

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

IB.27 Correction of Errors before Financial Evaluation

- 27.1 Bids determined to be substantially responsive will be checked by the procuring agency for any arithmetic errors. Errors will be corrected by the procuring agency as follows:
- (a) where there is a discrepancy between the amounts in figures and in words, the amount in words will govern; and
 - (b) where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern, unless in the opinion of the procuring agency there is an obviously gross misplacement of the decimal point in the unit rate, in which case the line item total as quoted will govern and the unit rate will be corrected.
- 27.2 The amount stated in the Form of Bid will be adjusted by the procuring agency in accordance with the above procedure for the correction of errors and with the concurrence of the bidders. The amount thus corrected shall be considered as binding upon the bidder. If the bidder does not accept the corrected bid price, his bid will be rejected, and the bid security shall be forfeited in accordance with sub- clause IB 15.6(b) hereof.

IB.28 Financial Evaluation and Comparison of Bids

- 28.1 The procuring agency will evaluate and compare only the Bids determined to be substantially responsive in accordance with clause IB 26.
- 28.2 In evaluating the Bids, the procuring agency will determine for each bid the evaluated bid price by adjusting the bid price as follows:
- (a) making any correction for errors pursuant to clause IB 27;
 - (b) excluding provisional sums (if any), for contingencies in the Summary Bill of Quantities, but including competitively priced Day work; and
 - (c) making an appropriate adjustment for any other acceptable variation or deviation.
- 28.3 The estimated effect of the price adjustment provisions of the conditions of contract, applied over the period of execution of the contract, shall not be taken into account in bid evaluation.
- 28.4 If the bid of the successful bidder is seriously unbalanced in relation to the procuring agency's estimate of the cost of work to be performed under the contract, the procuring agency may require the bidder to produce detailed price analyses for any or all items of the Bill of Quantities to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, the procuring agency may require that the amount of the Performance Security set forth in clause IB.32 be increased at the expense of the successful bidder to a level sufficient to protect the procuring agency against financial loss in the event of default of the successful bidder under the contract.

28.5 Bidders may be excluded if involved in **“Corrupt and Fraudulent Practices”** means either one or any combination of the practices given below SPP Rule2(q);

- (i) **“Coercive Practice”** means any impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence the actions of a party to achieve a wrongful gain or to cause a wrongful loss to another party;
- (ii) **“Collusive Practice”** means any arrangement between two or more parties to the procurement process or contract execution, designed to achieve with or without the knowledge of the procuring agency to establish prices at artificial, noncompetitive levels for any wrongful gain;
- (iii) **“Corrupt Practice”** means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful gain;
- (iv) **“Fraudulent Practice”** means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
- (v) **“Obstructive Practice”** means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract or deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements before investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or acts intended to materially impede the exercise of inspection and audit rights provided for under the Rules.

28.6 Evaluation Report (SPP Rule 45)

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

F. AWARD OF CONTRACT

IB.29 Award (SPP Rule 49)

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

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

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

IB.30 Procuring Agency's Right to reject all Bids or Annul/Cancellation the Bidding Process (SPP Rule 25)

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

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

31.1 Prior to expiry of the period of bid validity, including extension, prescribed by the procuring agency, the procuring agency shall notify the successful bidder in writing ("Letter of Acceptance") that his bid has been accepted. This letter shall mention the sum which the procuring agency will pay to the contractor in consideration of the execution and completion of the works by the contractor as prescribed by the contract (hereinafter and in the conditions of contract called the "Contract Price").

31.2 No negotiation with the bidder having evaluated as lowest responsive or any other bidder shall be permitted, however, procuring agency may hold meetings to clarify any item in the bid evaluation report.

31.3 The notification of award and its acceptance by the bidder will constitute the formation of the contract, binding the procuring agency and the bidder till signing of the formal Contract Agreement.

31.4 Upon furnishing by the successful bidder of a Performance Security and signing of the contract, the procuring agency will promptly notify the name of the successful bidder to all bidders and return their bid securities accordingly.

31.5 Within seven days of the award of contract, procuring agency shall publish on the website of the Authority and on its own website, if such a website exists, the results of the bidding process, identify the bid through procurement identifying numbers, and the following information:

- (1) Evaluation Report;
- (2) Form of Contract and letter of Award;
- (3) Bill of Quantities or Schedule of Requirement.

31.6 Debriefing (SPP Rule 51).

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

IB.32 Performance Security (SPP Rule 39)

- 32.1 The successful bidder shall furnish to the procuring agency a Performance Security in the form of pay order or demand draft or bank guarantee, and the amount stipulated in the bidding data and the Conditions of Contract within a period of 28 days after the receipt of Letter of Acceptance.
- 32.2 Failure of the successful bidder to comply with the requirements of Sub-clause IB.32.1 or clauses IB 33 or IB 35 shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security.
- 32.3 Validity of performance security shall extend at least ninety days beyond the date of completion of contract, or as mentioned in the bidding data to cover defects liability period or maintenance period subject to final acceptance by the procuring agency.

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

- 33.1 Within 14 days from the date of furnishing of acceptable Performance Security under the Conditions of Contract, the procuring agency will send the successful bidder the Contract Agreement in the form provided in the bidding documents, incorporating all agreements between the parties.
- 33.2 The formal Agreement between the procuring agency and the successful bidder shall be executed within 14 days of the receipt of the Contract Agreement by the successful bidder from the procuring agency.
- 33.3 A procurement contract shall come into force when the procuring agency requires signs contract, the date on which the signatures of both the procuring agency and the successful bidder are affixed to the written contract. Such affixing of signatures shall take place within the time prescribed in the bidding documents.

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

33.4 Stamp Duty.

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

IB.34 General Performance of the Bidders

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

IB.35 Integrity Pact (SPP Rule 89)

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

IB.36 Instructions not Part of Contract

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

IB.37 Arbitration (SPP Rule 34)

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

**BIDDING
DATA**

NOTES ON BIDDING DATA

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

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

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

Contact/Bidding Data

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

[Instructions are provided, as needed, in italics.]

Instructions to Bidders

Clause Reference

1.1 Name and address of the procuring agency:

1.2 Name of the Project and Summary of the works:

[Insert brief summary, including relationship to other contracts under the Project. If the works are to be tendered in separate contracts, describe all the contracts.]

2.1 Name of the Borrower/Source of Financing/Funding Agency/Funding Source:

[Insert the ADP No: (in case of PSDP) / name of Borrower and statement of relationship with the procuring agency, if different from the Borrower. This insertion should correspond to the information provided in the Invitation for Bids.]

2.1 Amount and Type of Financing/Scheme Cost and Allocated Funds.

8.1 Time limit for clarification:

[Minimum number of days to seek clarification by the interested bidder may be inserted as no later than 5 working days prior to last date of submission.]

10.1 Bid language:

[The same language in which the bidding documents are written in English, should be used in National/ International Competitive Bidding.]

11.1 (a) Prequalification Information to be updated (where applicable):

[Indicate what items of information submitted with application for prequalification is to be updated. It may include but not limited to (i) Evidence of access to financial resources, (ii) latest status of financial resources commitment for two years (including the current year), (iii) works awarded during the interim period, (iv) availability of essential critical equipment, and (v) information about litigation presently in process.]

11.1 (b) Furnish and Technical Proposal (in case of two envelope method) or Company Profile in single stage single envelope:

The bidder has to submit a technical proposal in sufficient detail to demonstrate the adequacy of the bid in meeting requirements for timely completion of the works.

13.1 Bidders to quote entirely in Pak. rupees but specify the percentages of foreign currency they require, if applicable.

14.1 Period of Bid Validity:

[Insert number of days after the deadline for bid opening. This period should be realistic, allowing sufficient time to evaluate the Bids, bearing in mind the complexity of works, and the time required for obtaining references, clarifications, clearances, and approvals (including the Financing Agency's "No Objection" if it is a bilateral or multilateral funding agency financed project) and for notification of the award. Normally the validity period should not exceed 90 days for NCB and 120 days for ICB.]

15.1 Amount of Bid Security:

[This amount should be the same as also quoted in the Invitation for Bids. To avoid disclosure of bid price, a fixed sum should be specified, in preference to a percentage of the bid price. The sum has to be within the limits of 5% of estimated cost. The percentage should be lower in case of larger works and higher in case of smaller works, but not less than 1% and not exceed the limit of 5%.]

17.1 Venue, time, and date of the pre-Bid meeting:

[Insert address of venue, or indicate that the meeting will not take place. The meeting should take place not later than 7 days in case of NCB and no later than 15 days in case of ICB before the deadline for bid submission. It should take place concurrently with the site visit, if any (see Sub-Clause IB-6).]

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

[Usually one original and copies (number to be specified by the procuring agency)]

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

[Should match the receiving address provided in the Invitation for Bids.]

(b) Name and Identification Number of the Contract:

20.1 (a) Deadline for submission of bids:

[The time and date should be the same as that given in the Invitation for Bids unless subsequently amended pursuant to IB.20.2.]

(b) Venue, time, and date of bid opening:

[Date should be the same as that given for the deadline for submission of Bids [IB.20] but time for opening of bids shall be at least thirty minutes after the time for the deadline for submission of bids, but not later than one hour].

32.1 Standard form and amount of Performance Security acceptable to the procuring agency:

[Select the kind of Performance Security (bank guarantee, call deposit, pay order), and indicate the amount/percentage. A bank guarantee has to be unconditional as given in the sample form given with the bidding document. An amount not more than 10 percent of the contract price is commonly specified for bank guarantees. This percentage should match with that stipulated in Appendix-A to Bid.]

32.3 Stamp duty

_____ % will be paid by successful bidder as stamp duty.
[% will depend upon the rules]

**FORM OF BID
AND
APPENDICES TO BID**

FORM OF BID

Bid Reference No. _____

(Name of Contract/Work)

To:

**The Executive Engineer,
Tubewells Division,
Naushahroferoze.**

1. Having examined the bidding documents including Instructions to Bidders, Bidding Data, and Conditions of Contract, Specifications, Drawings and Bill of Quantities and Addenda Nos. _____ for the execution of the above-named work, we/I, the undersigned, offer to execute and complete the work and remedy any defects therein in conformity with the Conditions of Contract, Specifications, Drawings, Bill of Quantities and Addenda for the sum of Rs. _____ (Rupees _____) or such other sum as may be ascertained in accordance with the said conditions.
2. We/I understand that all the Appendices attached hereto form part of this bid.
3. As security for due performance of the undertakings and obligations of this bid, we/I submit herewith a bid security in the amount of Rupees _____ (Rs. _____) drawn in your favour or made payable to procuring agency and valid for a period of _____ days beginning from the date, bid is opened.
4. We/I undertake, if our bid is accepted, to commence the works and to complete the whole of the works comprised in the contract within the time stated in Appendix-A to Bid.
5. We/I agree to abide by this bid for the period of _____ days from the date fixed for opening the same and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
6. Unless and until a formal Agreement is prepared and executed, this bid, together with your written acceptance thereof, shall constitute a binding contract between us.
7. We do hereby declare that the bid is made without any collusion, comparison of figures or arrangement with any other bidder for the works.

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

9. We undertake, if our/my bid is accepted, to execute the Performance Security referred to in Clause 10 of Conditions of Contract for the due performance of the Contract.
10. We confirm, if our bid is accepted, that all partners of the joint venture shall be liable jointly and severally for the execution of the Contract and the composition or the constitution

of the joint venture shall not be altered without the prior consent of the procuring agency.
(Please delete this in case of Bid form a single bidder)

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

Dated this _____ day of _____ 20____

Signature: _____

(Name of Bidder in Block Capitals)
(Seal)

Address: _____

Witness:

Signature: _____
Name: _____

Address: _____

Occupation: _____

SPECIAL STIPULATIONS

Clause

Conditions of Contract

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

FOREIGN CURRENCY REQUIREMENTS

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

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

**PRICE ADJUSTMENT UNDER CLAUSE 70/
OF CONDITIONS OF CONTRACT**

A. Weight ages or coefficients are used for price adjustment.

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

(To be filled by the procuring agency)

Cost Element	Description	Weight ages	Applicable index
1	2	3	4
(i)	Fixed Portion	0.350	
(ii)	Local Labor		Government of Pakistan (GoP) Federal Bureau of Statistics (FBS) Monthly Statistical Bulletin.
(iii)	Cement – in bags		" " "
(iv)	Reinforcing Steel		" " "
(v)	High Speed Diesel (HSD)		" " "
(vi)	Bricks		" " "
(vii)	Bitumen		" " "
(viii)			
	Total	1.000	

Notes:

- 1) Indices for "(ii)" to "(vii)" are taken from the Government of Pakistan Federal Bureau of Statistics, Monthly Statistical Bulletin. The base cost indices or prices shall be those applying 15 days prior to the latest day for submission of bids. Current indices or prices shall be those applying 28 days prior to the last day of the billing period.
- 2) Any fluctuation in the indices or prices of materials other than those given above shall not be subject to adjustment of the Contract Price.
- 3) Fixed portion shown here is for typical road project, procuring agency to determine the weight age of Fixed Portion considering only those cost elements having cost impact of seven (7) percent or more on his specific project.

B When Escalation is allowed on the materials only.
 Price adjustment on following items shall be allowed:

Cost Element	Description	Base price	Applicable index
1	2	3	4
(i)	Cement - in bags		Government of Pakistan (GoP) Federal Bureau of Statistics (FBS) Monthly Statistical Bulletin. " "
(ii)	Reinforcing Steel		" " "
(iii)	Bricks		" " "
(iv)	Bitumen		" " "
(v)	Wood (Composite item)		" " "
	Total five items.		

|

BILL OF QUANTITIES

A. Preamble

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

(SCHEDULE A TO BID)

NAME OF WORK:- BORING, PROVIDING & INSTALLATION OF SOLAR PUMP OF 1.00 CUSECS ON SOLAR ENERGY (06 NOS.), IN TUBEWELLS DIVISION NAUSHAHROFEROZE.

SCHEDULE OF PRICE

Sr.No.	Description	Quantity	Rate	Unit	Amount
PART-A:- BORING OF TUBEWELL.					
1	Drilling hole 22" DIA for Tube well up to depth.	110 Lft.		P-Lft.	
2	Furnishing & installation of fiber glass housing casing 14" dia.	50 Rft.		P-Rft.	
3	Furnishing & installation of fiber glass reducer 8"x14" dia.	1 No.		Each	
4	Furnishing & installation of Fiber glass stainer 8" dia 0.2" thick with 0.35 " slots.	50 Rft.		P-Rft.	
5	Furnishing & installation of Fiber glass casing blank 8" dia.	10 Rft.		P-Rft	
6	Furnishing & placing gravel shrouding with annular space as per specification.	250 Cft.		P-Cft.	
7	Furnishing & placing gravel shrouding in over drilled hole.	50 Cft.		P-Cft.	
8	Providing & Fixing Bail Plug.	1 No.		Each	
9	Furnishing & Installing Centrallizer.	4 Nos.		Each	
10	Tubewell Development and well capacity testing with turbine pump as per specification.	1 No.		Each	
11	Security Cap 14" dia of MS Sheet.	1 No.		Each	
TOTAL BILL OF PART (A) Rs:					
PART-B:- PROVIDING & INSTALLATION OF SOLAR PUMP FOR SOLAR TUBEWELL.					
Supplying, Installation, testing & commissioning including transportation at site fo work complete solar powered sulation alongwith submersible Pumping Machinery / equipments for Tubewlls.					
A)	1.00 Cusecs Discharge against head of 100 ft with 15 Kw motor pump setting depth of pump & motor 80ft.				
i	Submersible centrifugal pump (Eurpoean / American make), Meterial SS 304 along with submersible squirrel cage induction motor, thre phase 3x380 volts, 50 Hz (variable speed) (European / American Make) Material SS 304.	1 No.		Each	
ii	15kw Maximum power point tracker MPPT (European / American Make).	1 No.		Each	
iii	Well probe sensor for dry running protection, proctection upto 5 bar.	2 Nos.		Each	
iv	Well probe cable 2 x 1.5 mm x 300 ft along with Splice kit.	300 Fts.		P. Ft	

Sr.No.	Description	Quantity	Rate	Unit	Amount
v	Submersible cable for submersible motor 3 x 16 mm, 300 Ft alongwith Splice Kit.	300 Fts.		P. Ft	
vi	Solar PV Panel Mono / Poly crystalline 300 Watt each certified with IEC 61215, TUV/VDE, CE.	76 Nos.		Each	
vii	PV disconnect switch 900 V/ 40 A with plastic / iron box 250 mm x 200 mm x 122 mm IP 65.	1 No.		Each	
viii	Major Junction box with heavy duty terminals.	1 No.		Each	
ix	Minor Junction box with heavy duty terminals.	4 Nos.		Each	
x	Grounding / Earthing arrangement with Copper Plate 1 Ft ² x 5 mm thick connected with copper cable 6 mm x 5 ft.	1 Job		P. Job	
xi	G.I Angle Iron structure for solar PV Panel.	1 Unit		P. Unit	
xii	Iron made power coated rust proof mounting plate for controller and disconnect switch.	1 No.		Each	
xiii	Riser Pipe Clamps two halves 5" Ø.	1 No.		Each	
xiv	Providing & Installation of 90° Bends 5" Ø.	1 No.		Each	
xv	Providing & Installation of Discharge Pipe with Flanges 5" Ø x 10'.	10 Fts.		P. Ft	
xvi	Providing & Installation of Sluice Valve 5" Ø heavy duty.	1 No.		Each	
xvii	G.I Riser 5" Ø with notched flanges.	8 Nos.		Each	
xviii	Internal Electrification of operator rom (through DC Solarized system 1.2v).	1 No.		Each	
xix	Operation & Maintenance for 1 Year including security guard.	1 Job		P. Job	
TOTAL BILL OF PART (B) Rs:					

TOTAL COST OF 01 NO. T/WELL (A)+(B)=RS:

TOTAL COST OF 06 NO. TUBEWELLS OF 1.0 CUSECS RS:

CONTRACTOR

**EXECUTIVE ENGINEER
TUBEWELLS DIVISION
NAUSHAHRO FEROZE**

(SCHEDULE A TO BID)

NAME OF WORK:- BORING, PROVIDING & INSTALLATION OF SOLAR PUMP OF 1.50 CUSECS ON SOLAR ENERGY (06 Nos.), IN TUBEWELLS DIVISION NAUSHAHROFEROZE.

SCHEDULE OF PRICE

Sr.No.	Description	Quantity	Rate	Unit	Amount
PART-A:- BORING OF TUBEWELL.					
1	Drilling hole 22" DIA for Tube well up to depth.	160 Lft.		P-Lft.	
2	Furnishing & installation of fiber glass housing casing 14" dia.	60 Rft.		P-Rft.	
3	Furnishing & installation of fiber glass reducer 8"x14" dia.	1 No.		Each	
4	Furnishing & installation of Fiber glass stainer 8"dia 0.2" thick with 0.35 " slots.	90 Rft.		P-Rft.	
5	Furnishing & installation of Fiber glass casing blank 8"dia.	10 Rft.		P-Rft	
6	Furnishing & placing gravel shrouding with annular space as per specification.	350 Cft.		P-Cft.	
7	Furnishing & placing gravel shrouding in over drilled hole.	75 Cft.		P-Cft.	
8	Providing & Fixing Bail Plug.	1 No.		Each	
9	Furnishing & Installing Centrallizer.	5 Nos.		Each	
10	Tubewell Development and well capacity testing with turbine pump as per specification.	1 No.		Each	
11	Security Cap 14" dia of MS Sheet.	1 No.		Each	
TOTAL BILL OF PART (A) Rs:					
PART-B:- PROVIDING & INSTALLATION OF SOLAR PUMP FOR SOLAR TUBEWELL.					
Supplying, Installation, testing & commissioning including transportation at site fo work complete solar powered sulation alongwith submersible Pumping Machinery / equipments for Tubewlls.					
A)	1.50 Cusecs Discharge aginst head of 70 ft with 15 Kw motor pump setting depth of pump & motor 60 ft.				
i	Submersible centrifugal pump (Eurpoean / American make), Meterial SS 304 along with submersible squirrel cage induction motor, thre phase 3x380 volts, 50 Hz (variable speed) (European / American Make) Material SS 304.	1 No.		Each	
ii	Maximum power point tracker MPPT (European / American Make).	1 No.		Each	
iii	Well probe sensor for dry running protection, protection upto 5 bar.	2 Nos.		Each	
iv	Well probe cable 2 x 1.5 mm x 250 ft along with Splice kit.	100 Fts.		P. Ft	

Sr.No.	Description	Quantity	Rate	Unit	Amount
v	Submersible cable for submersible motor 3 x 16 mm, 250 Ft alongwith Splice Kit.	250 Fts.		P. Ft	
vi	Solar PV Panel Mono / Poly crystalline 300 Watt each certified with IEC 61215, TUV/VDE, CE.	76 Nos.		Each	
vii	PV disconnect switch 900 V/ 40 A with plastic / iron box 250 mm x 200 mm x 122 mm IP 65.	1 No.		Each	
viii	Major Junction box with heavy duty terminals.	1 No.		Each	
ix	Minor Junction box with heavy duty terminals.	4 Nos.		Each	
x	Grounding / Earthing arrangement with Copper Plate 1 Ft ² x 5 mm thick connected with copper cable 6 mm x 5 ft.	1 Job		P. Job	
xi	G.I Angle Iron structure for solar PV Panel.	1 Unit		P. Unit	
xii	Iron made power coated rust proof mounting plate for controller and disconnect switch.	1 No.		Each	
xiii	Riser Pipe Clamps two halves 6" Ø.	1 No.		Each	
xiv	Providing & Installation of 90° Bends 6" Ø.	1 No.		Each	
xv	Providing & Installation of Discharge Pipe with Flanges 5" Ø x 10'.	10 Fts.		P. Ft	
xvi	Providing & Installation of Sluice Valve 6" Ø heavy duty.	1 No.		Each	
xvii	G.I Riser 6" Ø with notched flanges.	5 Nos.		Each	
xviii	Internal Elecctrification of operator rom (through DC Solarized system 1.2v).	1 No.		Each	
xix	Operation & Maintenance for 1 Year including security guard.	1 Job		P. Job	

TOTAL BILL OF PART (B) Rs:

TOTAL COST OF 01 NO. T/WELL (A)+(B)=RS:

TOTAL COST OF 06 NO. TUBEWELLS OF 1.5 CUSECS RS:

CONTRACTOR

**EXECUTIVE ENGINEER
TUBEWELLS DIVISION
NAUSHAHRO FEROZE**

(SCHEDULE A TO BID)

NAME OF WORK:- BORING, PROVIDING & INSTALLATION OF SOLAR PUMP OF 2.00 CUSECS ON SOLAR ENERGY (18 NOS.), IN TUBEWELLS DIVISION NAUSHAHROFEROZE.

SCHEDULE OF PRICE

Sr.No.	Description	Qty:	Rate	Unit	Amount
PART-A:- BORING OF TUBEWELL.					
1	Drilling hole 22" DIA for Tube well up to depth.	210 Lft.		P-Lft.	
2	Furnishing & installation of fiber glass housing casing 14" dia.	70 Rft.		P-Rft.	
3	Furnishing & installation of fiber glass reducer 8"x14" dia.	1 No.		Each	
4	Furnishing & installation of Fiber glass stainer 8"dia 0.2" thick with 0.35 " slots.	130 Rft.		P-Rft.	
5	Furnishing & installation of Fiber glass casing blank 8"dia.	10 Rft.		P-Rft	
6	Furnishing & placing gravel shrouding with annular space as per specification.	450 Cft.		P-Cft.	
7	Furnishing & placing gravel shrouding in over drilled hole.	100 Cft.		P-Cft.	
8	Providing & Fixing Bail Plug.	1 No.		Each	
9	Furnishing & Installing Centrallizer.	5 Nos.		Each	
10	Tubewell Development and well capacity testing with turbine pump as per specification.	1 No.		Each	
11	Security Cap 14" dia of MS Sheet.	1 No.		Each	
TOTAL BILL OF PART (A) Rs:					
PART-B:- PROVIDING & INSTALLATION OF SOLAR PUMP FOR SOLAR TUBEWELL.					
Supplying, Installation, testing & commissioning including transportation at site fo work complete solar powered sulation alongwith submersible Pumping Machinery / equipments for Tubewlls.					
A)	2.00 Cusecs Discharge against head of 50 ft with 15 Kw motor pump setting depth of pump & motor 50 ft.				
i	Submersible centrifugal pump (Eurpoean / American make), Meterial SS 304 along with submersible squirrel cage induction motor, thre phase 3x380 volts, 50 Hz (variable speed) (European / American Make) Material SS 304.	1 No.		Each	
ii	Maximum power point tracker MPPT (European / American Make).	1 No.		Each	
iii	Well probe sensor for dry running protection, proctection upto 5 bar.	2 Nos.		Each	
iv	Well probe cable 2 x 1.5 mm x 250 ft along with Splice kit.	100 Fts.		P. Ft	

Sr.No.	Description	Qty:	Rate	Unit	Amount
v	Submersible cable for submersible motor 3 x 16 mm, 250 Ft alongwith Splice Kit.	250 Fts.		P. Ft	
vi	Solar PV Panel Mono / Poly crystalline 300 Watt each certified with IEC 61215, TUV/VDE, CE.	76 Nos.		Each	
vii	PV disconnect switch 900 V/ 40 A with plastic / iron box 250 mm x 200 mm x 122 mm IP 65.	1 No.		Each	
viii	Major Junction box with heavy duty terminals.	1 No.		Each	
ix	Minor Junction box with heavy duty terminals.	4 Nos.		Each	
x	Grounding / Earthing arrangement with Copper Plate 1 Ft ² x 5 mm thick connected with copper cable 6 mm x 5 ft.	1 Job		P. Job	
xi	G.I Angle Iron structure for solar PV Panel.	1 Unit		P. Unit	
xii	Iron made power coated rust proof mounting plate for controller and disconnect switch.	1 No.		Each	
xiii	Riser Pipe Clamps two halves 6" Ø.	1 No.		Each	
xiv	Providing & Installation of 90° Bends 6" Ø.	1 No.		Each	
xv	Providing & Installation of Discharge Pipe with Flanges 5" Ø x 10'.	10 Fts.		P. Ft	
xvi	Providing & Installation of Sluice Valve 6" Ø heavy duty.	1 No.		Each	
xvii	G.I Riser 6" Ø with notched flanges.	5 Nos.		Each	
xviii	Internal Electrification of operator rom (through DC Solarized system 1.2v).	1 No.		Each	
xix	Operation & Maintenance for 1 Year including security guard.	1 Job		P. Job	
TOTAL BILL OF PART (B) Rs:					

TOTAL COST OF 01 NO. T/WELL (A)+(B)=RS:

TOTAL COST OF 18 NO. TUBEWELLS OF 2.0 CUSECS RS:

CONTRACTOR

**EXECUTIVE ENGINEER
TUBEWELLS DIVISION
NAUSHAHRO FEROZE**

(SCHEDULE A TO BID)

NAME OF WORK:- CONSTRUCTION OF STRUCTURAL WORK FOR NEW TUBEWELLS ON SOLAR ENERGY (30 NOS.), IN TUBEWELLS DIVISION NAUSHAHROFEROZE.

SCHEDULE OF PRICE

Sr. No.	Description	Quantity	Rate	Unit	Amount
1	Excavation in foundation of buildings, bridges and other structures i/c dag, belling dressing, refilling around structure with excavated earth watering and ramming lead up to one chain and lift up to 5ft: b) In ordinary soil. (GSS-2012, P-4, Item-18).	1258 Cft	3,176.25	%0 Cft:	3,997
2	Cement concrete plain i/c placing compacting, finishing and curing complete (i/c screening and washing of stone aggregate without shuttering). h) Ratio 1:4:8 (GSS-2012, P-15, item-5(h)).	662 Cft	11288.75	% Sft:	74,731
3	Pacca brick work other than building including striking of joints up to 20 feet height in cement sand mortar 1:5. (GSS-2012, P-21, Item-7)(a).	1563 Cft	12574.38	% Cft:	196,537
4	Reinforced cement concrete work i/c all labour and material except the cost of steel reinforcement and its labour for bending and binding which will be paid separately. This rate also includes all kinds of forms, molds, lifting shuttering, curing, rendering and finishing and exposed surface (i/c screening and washing of shingle). a) R.C work in roof, slab, beams, columns, rafts, lintels and other structural members laid in site or precast laid in position. i) Ratio 1:2:4 90Lbs: cement sand 4Cft: shingle 1/8" to 1/4" (GSS-2012, P-16, Item-6).	191 Cft	337.00	P. Cft:	64,367
5	Fabrication of mild steel reinforcement for cement concrete i/c cutting, bending laying in position making joints and fastenings i/c cost of binding wire (also includes removal of rust from bars).	10.232 Cwt	5001.70	P. Cwt:	51,177
6	Cement plaster (1:3) upto 12" height b) 1/2" thick [GSS-2012, Page-52, Item-10(b)].	3672 Cft	2344.59	% Sft:	86,093

Sr. No.	Description	Quantity	Rate	Unit	Amount
7	Distempering. (c) Three coats. (GSS-2012, P-53, Item-24(c)).	749 Sft	1079.65	% Sft:	8,087
8	Making and fixing steel grated door with 1-1/6" thick sheeting i/c angle iron frame 2" x 2" x 3/8" and 3/4" squire bars 4" centre to centre with locking arrangement. (GSS- 2012, P-91, I-24).	66 Sft	726.72	P. Sft:	47,964
9	Painting new surfaces:- (c) preparing surface and painting doors and windows any type (including edges). Three Coats. (GSS-2012, P-69, Item-5(c)).	132 Sft	2116.41	% Sft:	2,794
10	Providing, Jointing and fixing of G.I Pipe 2" dia for Pillers of fencing. (PHES-2012, V-III, Part-V-B, P-i(vi)).	487 Rft	225.73	P. Rft:	109,930
11	Barrow pit excavation undressed lead up to 100'. a) Ordinary soil. (GSS-2012, P-1, Item-3 (a)).	21720 Cft	2117.50	%0 Cft:	45,992
12	W.C Pan White or coloured glazed 23" standard pattern. (Sch: of Rates of Material, Part-III-B, Vol-III, P-01, Item No. 01.	1 No.	1220.00	Each	1,220
13	Wash Basin white or colour glazed 24" x 18" standard patter. (Sch: of Rates of Material, Part-III-B, Vol-III, P-01, Item No. 11.	1 No.	1900.00	Each	1,900
14	Long Bib Cock 1/2" dia of superior quality with C.P Head. (Sch: of Rates of Material, Part-III-B, Vol-III, P-11, Item No. 19-i.	1 No.	975.00	Each	975
15	C.P Bib cock 1/2" dia Standard pattern. (Sch: of Rates of Material, Part-III-B, Vol-III, P-09, Item No.9.	1 No.	130.00	Each	130
16	Waste pipe PVC 1 1/2" dia. (Sch: of Rates of Material, Part-III-B, Vol-III, P-02, Item No.37.	1 No.	50.00	Each	50
17	Nylon Connection with Brass nuts 18". (Sch: of Rates of Material, Part-III-B, Vol-III, P-03, Item No.53.	1 No.	130.00	Each	130

Sr. No.	Description	Quantity	Rate	Unit	Amount
18	C.P Piller Cock Standard. (Sch: of Rates of Material, Part-III-B, Vol-III, P-03, Item No.43.	1 No.	700.00	Each	700
19	G.I Pipe of approved quality to be pested with pressure head of 200ft 1/2" dia (I.I.L). (Sch: of Rates of Material, Part-III-B, Vol-III, P-06, Item No.1-A.	20 Rft.	35.78	Each	715
20	G.I Socket 1/2" dia. (Sch: of Rates of Material, Part-III-B, Vol-III, P-06, Item No.2.	4 Nos.	18.00	Each	72
21	G.I Elbow 1/2" dia. (Sch: of Rates of Material, Part-III-B, Vol-III, P-06, Item No.3.	4 Nos.	22.00	Each	88
22	G.I Tee 1/2" dia. (Sch: of Rates of Material, Part-III-B, Vol-III, P-07, Item No.4.	2 Nos.	20.50	Each	41
TOTAL Cost of 01 No. P/House, Discharge Box & Duty Room Rs:					697,690
For 30 Nos.		697,690	x	30	20,930,700

CONTRACTOR

**EXECUTIVE ENGINEER
TUBEWELLS DIVISION
NAUSHAHRO FEROZE**

(SCHEDULE A TO BID)

NAME OF WORK:- EARTH WORK/CONSTRUCTION OF DISPOSAL CHANNEL OF NEW TUBEWELLS ON SOLAR ENERGY (30 NOS.), IN TUBEWELLS DIVISION NAUSHAHROFEROZE.

SCHEDULE OF PRICE

Sr. No.	Description	Quantity	Rate	Unit	Amount
1	Earth work excavation in Irrigation Channels, Drains etc Dressed to designed section. (a) Ordinary Soil. (GSS-2012, V-III, Part-ii P-01, Item-05 (a).	15000 Cft	2,420.00	%0 Cft:	36,300
2	Excavation in foundation of buildings bridges and other structures i/c dag, belling, dressing refilling around structures with excavated earth watering & ramming earth lead up to 5'. b) Ordinary Soil. (GSS-2012 P-4 Item-18 (h)	1325 Cft	3,176.25	%0 Cft:	4,209
3	Cement concrete plain i/c placing compacting, finishing and curing complete (i/c screening and washing of stone aggregate without shuttering). h) Ratio 1:3:6. (GSS-2012 P-17 Item-5(h)	250 Cft	12,595.00	%0 Cft:	31,488
4	Pacca brick work other than building including striking of joints up to 20 feet height in cement sand mortar 1:5. (GSS-2012, P-21, Item-7)(a).	282.500 Cft	12,574.38	% Cft:	35,523
5	Cement plaster (1:3) upto 12" height. b) 1/2" thick [GSS-2012, Page-52, Item-10(b)].	313 Sft	2,344.59	% Sft:	7,339
6	Reinforced cement concrete work i/c all labour and material except the cost of steel reinforcement and its labour for bending and binding which will be paid separately. This rate also includes all kinds of forms, molds, lifting shuttering, curing, rendering and finishing and exposed surface (i/c screening and washing of shingle). a) R.C work in roof, slab, beams, columns, rafts, lintels and other structural members laid in site or precast laid in position. i) Ratio 1:2:4 90Lbs: cement sand 4Cft: shingle 1/8" to 1/4". (GSS-2012, P-18, Item-6).	378 Cft	337.00	P. Cft:	127,386

Sr. No.	Description	Quantity	Rate	Unit	Amount
7	Fabrication of mild steel reinforcement for cement concrete i/c cutting, bending laying in position making joints and fastenings i/c cost of binding wire (also includes removal of rust from bars. (GSS-2012, P-18, Item-7(b).	20.250 Cwt	5,001.70	P. Cwt:	101,284
8	Excavation for pipe line in trenches, and pits in soft soils i/c trimming and dressing sides to true alignment and shape levelling of beds of trenches to correct level and grade, cutting joints holes and disposal of surplus earth within a one chain as directed by Engineer incharge. Providing fence guards, lights, flages and temporary corssings for non-vehicular traffic where ever required lift upto 5 ft. (1.52m) and lead upto one chain (30.5m). (PHES-2012, P-60, Item (A-1).	180 Cft	3,600.00	%0 Cft:	648
9	Refilling the excavated stuff in trenches 6" thick layer i/c watering ramming to full compaction etc, complete. (PHES-2012, P-77, I-24).	162 Cft	2,760.00	%0 Cft:	447
10	Providing, Laying & Fixing in trenches i/c fitting, jointing & testing etc complete in all respect the high Density Polyethene PE Pipes (HDPE ISO 4427/DIN8074/8075 B.S 3580 & PSI 3051. P.N 08, 200 mm. (PHES-2012, Volume-IV, Part-VI, Item No. 1-h (PN-08), Page. No.25.	20 Rft	691.00	P. Rft:	13,820
TOTAL COST OF 01 NO. DISPOSAL CHANNEL RS:					358,444
For 30 Nos.		358,444	x	30	10,753,320

CONTRACTOR

**EXECUTIVE ENGINEER
TUBEWELLS DIVISION
NAUSHAHRO FEROZE**

BILL OF QUANTITIES (SAMPLE)**B. Work Items. (Road /PIE Work)***

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

Bill No. 1	-	Earthworks
Bill No. 2	-	Hard Crust and Surface Treatment
Bill No. 3	-	Culverts and Bridges
Bill No. 4	-	Subsurface Drains, Pipe Laying and Man holes
Bill No. 5	-	Tube wells, Pump houses and Compound wall
Bill No. 6	-	Miscellaneous Items

Day work Schedule

Summary Bill of Quantities

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

**Procuring Agency can add and delete the Items as per its requirement.*

BILL OF QUANTITIES (SAMPLE)*

B. Work Items (Buildings)

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

Bill No. 1	-	Plinth and Foundation.
Bill No. 2	-	Ground floor.
Bill No. 3	-	First and Subsequent Floors.
Bill No. 4	-	Internal Water Supply and Sanitary Fittings.
Bill No. 5	-	Internal Electrification.
Bill No. 6	-	Miscellaneous Items
Bill No. 7	-	External Development

Day work Schedule

Summary Bill of Quantities

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

* *Procuring Agency can add and delete the Items as per its requirement*

BILL OF QUANTITIES (SAMPLE)

Bill No. 1 Earthworks/Plinth and Foundation

Item	Description	Unit	Quantity	Rate		Amount
				Rupees in figures	Rupees in words	Rupees
1	2	3	4	5		6
101						
102						
103						
104						
105						
106						
Total for Bill No. 1 (Carried forward to Summary Page)						

BILL OF QUANTITIES (SAMPLE)

Bill No. 2 Hard Crust and Surface Treatment /Ground Floor.

Item	Description	Unit	Quantity	Rate		Amount
				Rupees in figures	Rupees in words	Rupees
1	2	3	4	5		6
201						
202						
203						
204						
205						
206						
Total for Bill No. 2 (Carried forward to Summary Page)						

BILL OF QUANTITIES (SAMPLE)

Bill No. 3 Culverts and Bridges/First and Subsequent Floors

Item	Description	Unit	Quantity	Rate		Amount Rupees
				Rupees in figures	Rupees in words	
1	2	3	4	5		6
301						
302						
303						
304						
305						
306						
Total for Bill No. 3 (Carried forward to Summary Page)						

BILL OF QUANTITIES (SAMPLE)

Bill No. 4 Subsurface Drains/ Pipe Laying and Man holes/Internal water Supply and Sanitary Fittings

Item	Description	Unit	Quantity	Rate		Amount Rupees
				Rupees in figures	Rupees in words	
1	2	3	4	5		6
401						
402						
403						
404						
205						
406						
Total for Bill No. 4 (Carried forward to Summary Page)						

BILL OF QUANTITIES (SAMPLE)

Bill No. 5 Tube wells and Pump-houses/Internal Electrification

Item	Description	Unit	Quantity	Rate		Amount
				Rupees in figures	Rupees in words	
1	2	3	4	5		6
501						
502						
503						
504						
505						
506						
Total for Bill No. 5 Carried forward to Summary Page)						

BILL OF QUANTITIES (SAMPLE)

Bill No. 6 - Miscellaneous Items

Item	Description	Unit	Quantity	Rate		Amount Rupees
				Rupees in figures	Rupees in words	
1	2	3	4	5		6
601	Mobilization Cost					
602						
603						
604						
605						
606						
Total for Bill No. 6 Carried forward to Summary Page)						

BILL OF QUANTITIES (SAMPLE)

Bill No. 7 External Development

Item	Description	Unit	Quantity	Rate		Amount
				Rupees in figures	Rupees in words	
1	2	3	4	5		6
601	Items of water supply & drainage					
602	Paths & parks					
603	External electrification					
604						
605						
606						
Total for Bill No. 7 Carried forward to Summary Page)						

BILL OF QUANTITIES**C. Day work Schedule****General**

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

Day work Labour

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

Appendix-D to Bid

SCHEDULE OF DAYWORK RATES

I. Labour

Item No.	Description	Unit	Nominal Quantity	Rate (Rs) in Figure	Rate (Rs) in Words	Extended Amount (Rs.)	
1	2	3	4	5	6	7	
D101	Ganger	Hr	500				
D102	Labourer	Hr	5,000				
D103	Brick layer	Hr	500				
D104	Mason	Hr	500				
D105	Carpenter	Hr	500				
D106	Steel work Erector	Hr	500				
	-----etc-----	Hr	500				
D113	Driver for vehicle up to 10 tons	Hr	1,000				
D114	Operator for excavator, dragline, shovel or crane	Hr	500				
D115	Operator for tractor, (tracked) with dozer blade or ripper	Hr	500				
D122	Sub Total						
	Allow _____ percent of subtotal for Contractor's overhead, profit, etc, in accordance with Paragraph 3(b) of Day work Schedule						
	Total for Day work: Labour : _____						
	(Carried forward to Day work Summary)						

Appendix-D to Bid

Day work Material

4. The contractor shall be entitled to payment in respect of materials used for day work (except for materials for which the cost is included in the percentage addition to labour costs as detailed heretofore), at the basic rates entered by him in the Schedule of Day work Rates for materials together with an additional percentage payment on the basic rates to cover overhead charges and profit, as follows:
 - a) the basic rates for materials shall be calculated on the basis of the invoiced price, freight, insurance, handling expenses, damage, losses, etc., and shall provide for delivery to store for stockpiling at the site. The basic rates shall be stated in local currency but payment will be made in the currency or currencies expended upon presentation of supporting documentation;
 - b) the additional percentage payment shall be quoted by the bidder and applied to the equivalent local currency payments made under Sub-Para(a) above; and
 - c) the cost of hauling materials used on work ordered to be carried out as Day work from the store or stockpile on the site to the place where it is to be used will be paid in accordance with the terms for Labour and Constructional Plant in this Schedule.

SCHEDULE OF DAYWORK RATES

II. Materials

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

Appendix-D to Bid

Day Work Constructional Plant

5. The contractor shall be entitled to payments in respect of constructional plant already on site and employed on Day work at the basic rental rates entered by him in the Schedule of Day work Rates for constructional plant. 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 overhead, profit and administrative costs related to the use of such equipment. The cost of drivers, operators and assistants will be paid for separately as described under the section on Day work Labour.
6. In calculating the payment due to the Contractor for constructional plant employed on Day work, 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 constructional plant was located when ordered by the Engineer to be employed on Day work and the time for return journey thereto shall be included for payment.
7. The basic rental rates for constructional plant employed on Day work shall be stated in Pakistani Rupees.

SCHEDULE OF DAYWORK RATES

III. Constructional Plant

Item No.	Description	Unit	Nominal Quantity	Rate (Rs.) in Figure	Rate Rs.) in Words	Extended Amount (Rs.)
1	2	3	4		5	6
D301	Excavator, face shovel or dragline:					
	1. Up-to and including 1 Cu.M.	Hr	500			
	2. Over 1 Cu.M to 2 Cu. M.	Hr	400			
	3. Over 2 Cu. M	Hr	100			
D302	Tractor (tracked) including bull or angle dozer:					
	1. Up-to and including 150 HP	Hr	500			
	2. Over 150 to 200 HP	Hr	400			
	3. Over 200 to 250 HP	Hr	200			
D303	Tractor with ripper:					
	1. Up-to and including 200 HP	Hr	400			
	2. Over 200 to 250 HP	Hr	200			
D304	-----etc-----					
	Total for day work: Constructional Plant (Carried forward to day work summary)					

DAYWORK

Summary (Day work)

	Amount (Rs.)
(I) Total for day work: Labour	_____
(II) Total for day work: Materials	_____
(III) Total for day work: Constructional Plant	_____
Total for day work (Carried forward to summary page of Bill of Quantities)	

BILL OF QUANTITIES (SAMPLE)**SUMMARY**

	▪ Amount (Rs.)
Bill No. 1: Earthworks/Plinth and Foundation	
Bill No. 2: Culverts and Bridges/Ground Floor	
Bill No. 3: Subsurface Drains/Internal Water Supply & Sanitary Fittings	
Bill No. 4: Subsurface Drains/ Pipe Laying and Man holes/Internal water Supply and Sanitary Fittings	
Bill No. 5: Tube wells and Pump-houses/Internal Electrification	
Bill No. 6: Miscellaneous Items	
Bill No. 7: External Development	
Sub-Total of Bills	_____
Day work	_____
Bid Price	_____

Note: All Provisional Sums are to be expended in whole or, in part at the direction and discretion of the Engineer in accordance with Sub-Clauses 52.4 and 58.2 of the General Conditions of Contract Part- I.

Appendix-E to Bid

PROPOSED CONSTRUCTION SCHEDULE

Pursuant to Sub-Clause 43.1 of the General Conditions of Contract, the works shall be completed on or before the date stated in Appendix-A to Bid. The bidder shall provide as Appendix-E to Bid, the Construction Schedule in the bar chart (CPM, PERT or any other to be specified herein) showing the sequence of work items and the period of time during which he proposes to complete each work item in such a manner that his proposed programme for completion of the whole of the works and parts of the works may meet procuring agency's completion targets in days noted below and counted from the date of receipt of Engineer's Notice to Commence (Attach sheets as required for the specified form of Construction Schedule):

<u>Description</u>	<u>Time for Completion</u>
1) Whole works	_____ days
2) Part-A	_____ days
3) Part-B	_____ days
4)	_____ days
5)	_____ days

METHOD OF PERFORMING THE WORK

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

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

LIST OF MAJOR EQUIPMENT – RELATED ITEMS

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

Appendix-G to Bid

LIST OF MAJOR EQUIPMENT (SAMPLE)

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

CONSTRUCTION CAMP AND HOUSING FACILITIES

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

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

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

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

LIST OF SUBCONTRACTORS

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

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

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

Appendix-J to Bid

ESTIMATED PROGRESS PAYMENTS (SAMPLE)

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

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

**ORGANIZATION CHART
FOR THE
SUPERVISORY STAFF AND LABOUR**

(To be filled in by the bidder)

(INTEGRITY PACT)

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

(FOR CONTRACTS WORTH RS. 10.00 MILLION OR MORE)

Contract No. _____ Dated _____
Contract Value: _____
Contract Title: _____

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

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

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

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

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

.....
[Procuring Agency]

[Contractor]

FORMS

**BID SECURITY
PERFORMANCE SECURITY
CONTRACT AGREEMENT
MOBILIZATION ADVANCE GUARANTEE
INDENTURE BOND FOR SECURED ADVANCE**

**BID SECURITY
(Bank Guarantee)**

Security Executed on _____

(Date)

Name of Surety (Bank) with Address: _____

(Scheduled Bank in Pakistan)

Name of Principal (Bidder) with Address _____

Penal Sum of Security Rupees. _____

(Rs. _____)

Bid Reference No. _____

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

(hereinafter called the 'Procuring Agency') in the sum stated above for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Bidder has submitted the accompanying bid dated _____ for Bid No. _____ for _____ (Particulars of Bid) to the said Procuring Agency; and

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

- (1) that the bid security shall remain in force up to and including the date 28 days after the deadline for validity of bids as stated in the Instructions to bidders or as it may be extended by the procuring agency, notice of which extension(s) to the Surety is hereby waived;
- (2) that the bid security of unsuccessful bidders will be returned by the procuring agency after expiry of its validity or upon signing of the Contract Agreement; and
- (3) that in the event of failure of the successful bidder to execute the proposed Contract Agreement for such work and furnish the required Performance Security, the entire said sum be paid immediately to the said procuring agency pursuant to Clause 15.6 of the Instruction to bidders for the successful bidder's failure to perform.

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

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

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

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

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

SURETY (Bank)

WITNESS:

Signature _____

1. _____

Name _____

Title _____

Corporate Secretary (Seal)

Corporate Guarantor (Seal)

2. _____

Name, Title & Address

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

Guarantee No. _____
 Executed on _____
 Expiry date _____

[Letter by the Guarantor to the Procuring Agency]

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

Name of Principal (Contractor) with address: _____

Penal Sum of Security (express in words and figures) _____

Letter of Acceptance No. _____ Dated _____

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

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has accepted the procuring agency's above said Letter of Acceptance for _____ (Name of Contract) for the _____ (Name of Project).

NOW THEREFORE, if the Principal (Contractor) shall well and truly perform and fulfill all the undertakings, covenants, terms and conditions of the said Documents during the original terms of the said Documents and any extensions thereof that may be granted by the procuring agency, with or without notice to the Guarantor, which notice is, hereby, waived and shall also well and truly perform and fulfill all the undertakings, covenants terms and conditions of the Contract and of any and all modifications of said Documents that may hereafter be made, notice of which modifications to the Guarantor being hereby waived, then, this obligation to be void; otherwise to remain in full force and virtue till all requirements of Clause 49, Defects Liability, of Conditions of Contract are fulfilled.

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

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

cavil or arguments and without requiring the procuring agency to prove or to show grounds or reasons for such demand any sum or sums up to the amount stated above, against the procuring agency's written declaration that the Principal has refused or failed to perform the obligations under the Contract which payment will be effected by the Guarantor to Procuring Agency's designated Bank & Account Number.

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

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

	_____ Guarantor (Bank)
Witness:	
1.	Signature _____
	Name _____
_____ Corporate Secretary (Seal)	Title _____
2.	
Name, Title & Address	_____ Corporate Guarantor (Seal)

FORM OF CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT (hereinafter called the "Agreement") made on the _____ day of _____ (month) 20____ between _____ (hereafter called the "Procuring Agency") of the one part and _____ (hereafter called the "Contractor") of the other part.

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

NOW this Agreement witnesseth-- as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents after incorporating addenda, if any, except those parts relating to Instructions to bidders shall be deemed to form and be read and construed as part of this Agreement, viz:
 - (a) The Contract Agreement;
 - (b) The Letter of Acceptance;
 - (c) The completed Form of Bid;
 - (d) Special Stipulations (Appendix-A to Bid);
 - (e) The Special Conditions of Contract Part II;
 - (f) The General Conditions – Part I;
 - (g) The priced Bill of Quantities (Appendix-D to Bid);
 - (h) The completed Appendices to Bid (B, C, E to L);
 - (i) The Drawings;
 - (j) The Specifications.
 - (k) _____ (any other)
3. In consideration of the payments to be made by the procuring agency to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the procuring agency to execute and complete the works and remedy defects therein in conformity and in all respects with the provisions of the contract.
4. Procuring agency hereby covenants to pay the contractor, in consideration of the execution and completion of the works as per provisions of the contract, the contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

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

Signature of the Contactor

Signature of Procuring Agency

(Seal)

(Seal)

Signed, Sealed and Delivered in the presence of:

Witness:

Witness:

(Name, Title and Address)

(Name, Title and Address)

MOBILIZATION ADVANCE GUARANTEE

Bank Guarantee No. _____ Date _____

WHEREAS _____ (hereinafter called the 'Procuring Agency') has entered into a Contract for _____

(Particulars of Contract)

with _____ (hereinafter called the "Contractor").

AND WHEREAS, the Procuring Agency has agreed to advance to the Contractor, at the Contractor's request, an amount of Rupees _____ (Rs _____) which amount shall be advanced to the Contractor as per provisions of the Contract.

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

AND WHEREAS,

(Scheduled Bank in Pakistan)

(hereinafter called the "Guarantor") at the request of the Contractor and in consideration of the **procuring agency** agreeing to make the above advance to the Contractor, has agreed to furnish the said Guarantee.

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

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

This Guarantee shall remain in force until the advance is fully adjusted against payments from the Interim Payment Certificates of the Contractor or until

_____ whichever is
_____ earlier. (Date)

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

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

GUARANTOR

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

WITNESS

1. _____
Corporate Secretary (Seal)

2. _____
(Name Title & Address)

Corporate Guarantor (Seal)

INDENTURE FOR SECURED ADVANCES.

(For use in cases in which is contract is for finished work and the contractor has entered into an agreement for the execution of a certain specified quantity of work in a given time).

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

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

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

AND WHEREAS the contractor has applied to the
.....for an advance to him of Rupees
(Rs.) on the security of materials absolutely belonging to him and brought by
him to the site of the said works the subject of the said agreement for use in the construction
of such of the said works as he has undertaken to execute at rates fixed for the finished work
(inclusive of the cost of materials and labour and other charge) AND WHEREAS the
Government has agreed to advance to the Contractor the sum of Rupees, (Rs.
.....) on the security of materials the quantities and other particulars of which
are detailed in Part II of Running Account Bill (B), the said works signed by the contractor
Fin R.Form.17.A

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

NOW THIS INDENTURE WTTNESSETH that in pursuance of the said
agreement and in consideration of the sum of Rupees.....
(Rs.) on or before the execution of these presents paid to the Contractor
by the Government (the receipt whereof the Contractor doth hereby acknowledge) and of
such further advances (if any) as may be made to him as aforesaid (all of which advances are
hereinafter collectively referred to as the said amount) the Contractor doth hereby assign
unto the Government the said materials by way of security for the said amount

And doth hereby covenant and agree with the Government and declare ay
follow :-

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

(2) That the materials detailed in the said Running Account Bill (B) which have been
offered to and accepted by (he Government as security for the said amount are

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

(3) That the said materials detailed in the said Running Account Bill (B) and all other materials on the security of which any further advance or advances may hereafter be made as aforesaid (hereinafter called the said materials) shall be used by the Contractor solely in the execution of the said works in accordance with the directions of the Divisional Officer (hereinafter called the Divisional Officer) and in the terms of the said agreement.

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

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

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

(7) That if the Contractor shall at any time make any default in the performance or observation in any respect of any of the terms and provisions of the said

agreement or of these presents the total amount of the advance or advances that may still be owing to the Government shall immediately on the happening of such default be repayable by the Contractor to the Government together with interest thereon at twelve percent per annum from the date or respective dates of such advance or advances to the date of repayment and with all costs, charges, damages and expenses incurred by the Government in or for the recovery thereof or the

enforcement of this security or otherwise by reason of (he default of the Contractor and any moneys so becoming due and payable shall constitute a debt due from the Contractor to the Government and the Contractor hereby covenants and agrees with the Government to repay and the same respectively to it accordingly.

(8) That the Contractor hereby charges all the said materials with the repayment to the Government of the said sum of Rupees

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

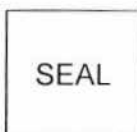
Once there with the Government may at any time thereafter adopt all or any of following courses as it may deem best :-

- (a) Seize and utilize the said materials or any part thereof in the completion of the said works on behalf of the Contractor in accordance with the provisions in that behalf contained in the said agreement debiting the Contractor with the actual cost of effecting such completion the amount due in respect of advances under these presents and crediting the Contractor with the value of work done as he had carried it out in accordance with the said agreement and at the rates thereby provided. If the balance is against the Contractor he is to pay the same to the Government on demand.
- (b) Remove and sell by public auction the seized materials or any part thereof and out of the moneys arising from the sale retain all the sums aforesaid repayable to the Government under these presents and pay over the surplus (if any) to the Contractor.
- (c) Deduct all or any part of the moneys owing out of the security deposit or any sum due to the Contractor under the said agreement.

(9) That except as is expressly provided by the presents interest on the said advance shall not be payable.

(10) That in the event of any conflict between the provisions of these presents and the said agreement the provisions of these presents shall prevail and in the event of any dispute or difference arising over the construction or effect of these presents the settlement of which has not been hereinbefore expressly provided for the same shall be referred to the Superintending Engineer/Executive District Officer/Officer one grade higher to officer signed the agreement Circle whose..... decision shall be final and the provisions of the Arbitration Act 1940 for the time being in force so far as they are applicable shall apply to any such reference.

Singed, sealed and delivered by*
In the presence of



1st witness
2nd witness

Signed, sealed and delivered
by* In the presence of

SEAL

1st witness
2nd witness

Notes on the Conditions of Contract

The Conditions of Contract comprise two parts:

- (a) **Part I - General Conditions of Contract**
- (b) **Part II - Special Conditions of Contract**

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

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

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

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

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

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

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

To request such permission please contact:

FIDIC CASE POSTALE, CH-1215 Switzerland;

Tel. +41 22 799 49 00;

Fax; +41 22 799 49 01

E-mail: fidic@fidic.org.

Conditions of Contract for CONSTRUCTION

FOR BUILDING AND ENGINEERING
WORKS DESIGNED BY THE EMPLOYER

Multilateral Development Bank Harmonised Edition
March 2006

General Conditions

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



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General Conditions

General Provisions

1.1

Definitions

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

1.1.1

The Contract

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

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

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

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

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

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

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

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

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

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

1.1.2

Parties and Persons

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

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

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

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

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

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

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

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

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

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

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

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

1.1.3

Dates, Tests, Periods and Completion

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

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

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

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

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

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

1.1.3.6 "Tests after Completion" means the tests (if any) which are specified in the Contract and which are carried out in accordance with the Specification after the Works or a Section (as the case may be) are taken over by the Employer.

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

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

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

1.1.4

Money and Payments

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

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

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

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

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

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

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

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

1.1.4.9 "Payment Certificate" means a payment certificate issued under Clause 14 [Contract Price and Payment].

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

1.1.4.11 "Retention Money" means the accumulated retention moneys which the Employer retains under Sub-Clause 14.3 [Application for Interim Payment Certificates] and pays under Sub-Clause 14.9 [Payment of Retention Money].

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

1.1.5
Works and Goods

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.2

Interpretation

In the Contract, except where the context requires otherwise:

- (a) words indicating one gender include all genders;
- (b) words indicating the singular also include the plural and words indicating the plural also include the singular;
- (c) provisions including the word "agree", "agreed" or "agreement" require the agreement to be recorded in writing;
- (d) "written" or "in writing" means hand-written, type-written, printed or electronically made, and resulting in a permanent record; and
- (e) the word "tender" is synonymous with "bid", and "tenderer" with "bidder" and the words "tender documents" with "bidding documents".

The marginal words and other headings shall not be taken into consideration in the interpretation of these Conditions.

In these Conditions, provisions including the expression "Cost plus profit" require this profit to be one-twentieth (5%) of this Cost unless otherwise indicated in the Contract Data.

1.3

Communications

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

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

issued.

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

1.4
Law and Language

The Contract shall be governed by the law of the country or other jurisdiction stated in the Contract Data.

The ruling language of the Contract shall be that stated in the Contract Data.

The language for communications shall be that stated in the Contract Data. If no language is stated there, the language for communications shall be the ruling language of the Contract.

1.5
Priority of Documents

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

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

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

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PART II - SPECIAL /PARTICULAR CONDITIONS OF CONTRACT

1.1 Definitions

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

1.1.1.5 "Bid" is synonymous with "Tender".

1.1.1.10 "Bidding" is synonymous with "contract".

The following paragraph is added:

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

1.12.2 "Employer" is synonymous with "Procuring Agency"

1.1.2.9 "DB" is synonymous with "Committee".

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

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

1.15 Inspections and Audit by the Bank

Deleted

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

3.1 Engineer's Duties and Authority.

The following paragraph is added after duties:

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

4.3 Contractor's Representative

The following text is to be added after last line:

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

6.10 Records of Contractor's Personnel and Equipment

The following paragraph is added:

The Contractor shall, upon request by the Engineer at any time in relation to any item

of hired Contractor's Equipment, forthwith notify the Engineer in writing the name and address of the Owner of the equipment and shall certify that the agreement for the hire thereof contains a provision in accordance with the requirements set forth above.

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

7.9 Use of Pakistani Materials and Services

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

8.1 Commencement of Works

The last para is deleted and substituted with the following:

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

8.11 Prolonged Suspension
Replace 84 days by 120 days.

8.3 Programme

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

The programme shall be submitted in the either form of:

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

13.1 Right to vary

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

13.3 Variation procedure

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

13.8 Adjustment for changes in cost

This clause will be applicable for Foreign funded Project/ Schemes or Contracts (locally & foreign funded) only. ICB

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

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

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

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

14.2 Advance Payment

The Text is deleted and replaced with following:

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

Mobilization Advance/Advance Payment

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

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

(ii) This Advance including the interest shall be recovered in 5 equal installments from the 5 R.A bills and in case the number of bills is less than 5 then 1/5 of the advance inclusive of the interest thereon shall be recovered from each bill and the balance together with interest be recovered from the final bill. It may be insured that there is sufficient amount in the final bill to enable recovery of the Mobilization Advance.

14.5 Plants and Materials intended for Works

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

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

- (i) The materials are in accordance with the specifications for the permanent works;
- (ii) Such materials have been delivered to the site and are properly stored and protected against loss or damage or deterioration to the satisfaction and verification of the Engineer/Assistant Engineer but at the risk and cost of the Contractor;
- (iii) The Contractor's records of the requirements, orders, receipts and use of materials are kept in a form approved by the Engineer, and such records shall be available for inspection by the Engineer;
- (iv) The Contractor shall submit with his monthly statement the estimated value of the materials on site together with such documents as may be required by the Engineer for the purpose of valuation of materials and providing evidence of ownership and payment therefore;

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

(II) Recovery of Secured Advance:

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

14.8 Delayed Payment

Second Para is replaced with following text:

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

15.2 Termination by Employer

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

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

15.6 Corrupt and fraudulent Practices.

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

Successful Contractor has to provide Integrity Pact (for contracts worth Rs.10.0 million and above).

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

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

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

16.4 Payment on Termination

Sub-paragraph (c) is deleted.

17.3 Employer's/ Procuring Agency's Risks

Sub-Clause 17.3 (h) is deleted.

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

18.1 General Requirements for Insurance

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

19.6 Optional Termination, Payment and release by the Employer

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

20.6 Arbitration

Text will be replaced as under;

Any dispute in respect of which:

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

The place of arbitration shall be in Sindh Province.

Procuring Agency can retain this clause without changes, in case of contracts under Project,

Bank and donor's programme except the place of arbitration shall be, in Sindh Province.

Annex PROCEDURAL RULES

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

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