

**OFFICE OF THE CHIEF ENGINEER
LOCAL GOVERNMENT PROJECT
GOVERNMENT OF SINDH**

Address: Ground Floor, Sindh Secretariat Building No.5,
Tughlaq House Kamal Attaturk Avenue, Karachi.
Phone No.021-99212314

No. CE/LGP/GOS/111/2016

Dated: 15/12/2016

To,

- 1 M/s Sher Jan Mosa Khail & Sons
- 2 M/s Sachal Engineering Works
- 3 M/s Sultan Mehmood & Co.
- 4 M/s Maqbool Associates (Pvt.) Ltd.

NOTICE INVITING BIDS

Subject: **PREQUALIFICATION OF CONTRACTORS / FIRMS / CONSORTIA FOR MEGA SCHEMES UNDER KARACHI PACKAGE (Bridge & Underpass Sector) (RE-INVITE).**

- a) **Reconstruction of of Drigh Colony Flyover.**
- b) **Construction of Manzil Pump Flyover at N-5, Karachi.**
- c) **Construction of Underpass at Submarine Chowrangi Karachi.**

EOI Ref # **PD(LGP)/GOS/42/16 Dated: 26-10-2016**

Received on: **17-11-2016**
SPPRA Sr.# **30282**

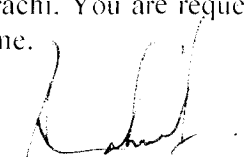
We appreciate your participation in the prequalification under reference for the subject work. I am directed to inform you that as per evaluation / recommendation of the Procurement Committee your firm has been qualified.

You are required to collect Tender Documents from 19-12-2016 to 26-12-2016 from the office of the Director Accounts (Project), Local Government Project, GOS situated at St-04, Block-3, Scheme-5, Clifton, Karachi during office hours, on payment of Rs.3000/- in shape of pay order in favour of Project Director, Local Government Project, GOS.

The Tender Documents are to be dropped in the tender box kept in the Office of Project Director, Local Government Project, GOS, St-04, Block-3, Scheme-5, Clifton, Karachi on 28-12-2016 till **02:00pm** and the same will be opened by Tender Opening Committee at **02:30pm**.

Please note that your financial bid should be accompanied with the Bid Security in line with the requirements of the bidding documents.

It is further informed that a pre-bid meeting under the Chairmanship of the Project Director, Local Government Project, GOS is scheduled to be held on 23-12-16 at 2:00 PM in the office of Project Director, Local Government Project, GOS, St-04, Block-3, Scheme-5, Clifton, Karachi. You are requested to ensure your personal presence or through your authorized representative at the same.


CHIEF ENGINEER
Local Government Project
Government of Sindh

C.C. to:-

1. Secretary Local Government Department, GOS
2. Municipal Commissioner, KMC
3. Project Director, Local Government Project, GOS
4. Director Accounts, Local Government Project, GOS
5. Deputy Director (Enf-I), SPPRA, GOS

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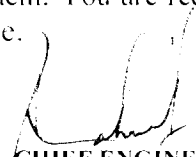
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3. Project Director, Local Government Project, GOS
4. Director Accounts, Local Government Project, GOS
5. Deputy Director (Enf-I), SPPRA, GOS

NOTE SHEET

(01)

Partis

Reference

Subject: PREQUALIFICATION OF CONTRACTORS / FIRMS / CONSORTIA FOR MEGA SCHEMES UNDER KARACHI PACKAGE (BRIDGES & UNDERPASSES SECTOR) (RE-INVITE) FOR THE FOLLOWING WORKS:

- i). Reconstruction of Drigh Colony Flyover.
- ii). Construction of Manzil Pump Flyover at N-5, Karachi.
- iii). Construction of Underpass at Submarine Chowraungi Karachi.

1/ The prequalification for the subject works was carried out under Prequalification Notice No.PD(LGP)/GOS/42/2016 dated 26-10-2016 and following firms were declared prequalified as per given criteria which was evaluated by M/s E.A. Consulting (Pvt.) Ltd. and subsequently signed by the Procurement Committee:

- 1 M/s Sherjan Mosakhail & Sons
- 2 M/s Sachal Engineering Works
- 3 M/s Sultan Mahmood & Co.
- 4 M/s Maqbool Associates (Pvt) Ltd

2/ As per SPP Rules 2010 the qualified firms have to be invited to submit bids for the subject works.

3/ In this regard, considering the short limit of time "Emergency" to get these works started at the earliest as there is mounting pressure both from the public media and from the High-ups, it is proposed that the response time for the Notice inviting bids from the qualified firms may be reduce to seven days instead of fifteen days as per provision of Rule 19(i) of SPP Rules 2010. If agreed Draft N.I.T. is placed on board for signature please.

4/ Submitted please.

CPD
13/12/12
Executive Engineer (Projects)
Local Govt. Project, GoS

5/ Chief Engineer, Local Government Projects, GOS

6/ Project Director, Local Government Projects, GoS

As propm

C.E (LGP)

EE (LGP)

13/12

13/12

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The Sindh Public Procurement Regulatory Authority (SPPRA) is an autonomous body established under the Sindh Public Procurement Regulatory Authority Act, 2009. It is responsible for regulating the public procurement process in the province of Sindh. The Authority's mandate is to ensure transparency, fairness, and efficiency in the procurement of goods and services by the Government of Sindh and its departments. It also oversees the performance of procurement agencies and ensures compliance with the relevant laws and regulations.

**OFFICE OF THE PROJECT DIRECTOR
LOCAL GOVERNMENT PROJECT
GOVERNMENT OF SINDH**

Government of Sindh, South Sindh Industrial Zone
Karachi, Sindh, Pakistan
Phone: 37321111

No.

Dated:

**PREQUALIFICATION OF CONTRACTORS / FIRMS / CONSORTIA FOR MEGA SCHEMES
UNDER KARACHI PACKAGE (Bridge & Underpass Sector) (RE-INSYTE).**


- a) Reconstruction of of Drigh Colony Flyover.
- b) Construction of Manzil Pump Flyover at N-5, Karachi.
- c) Construction of Underpass at Submarine Chowrangh Karachi.


FOI Ref: FDI.G.P./GOS 42/16 Dated: 26-10-2016


Received on: 17-11-2016
SPPR/S.No. 30282

TECHNICAL EVALUATION REPORT

SN	NAME OF FIRM	REMARKS
1	M/s S. Ghani Engineering Works	Qualified
2	M/s Sultan Mehmood & Co.	Qualified
3	M/s Sher Jai Mosa Khalil & Sons	Qualified
4	M/s Mubool Associates (Pvt.) Ltd.	Qualified
5	M/s National Logistic Cell	Not Qualified
6	M/s M.S. Engineering	Not Qualified
7	M/s Zameer Ahmed & Co.	Not Qualified
8	M/s Ibrahim Khan & Ismail Khan (Pvt.) Ltd.	Not Qualified
9	M/s Shams & Zain Meo Rajput	Not Qualified
10	M/s Naseeb Khan & Brothers	Not Qualified
11	M/s Qalandar Bux Abro	Not Qualified
12	M/s A.A. Quality Builders	Not Qualified
13	M/s Saif Muhammad Ashraf D Baloch (Pvt.) Ltd.	Not Qualified
14	M/s Sparshik Engineering Contractors (Pvt.) Ltd.	Not Qualified
15	M/s HSI	Not Qualified
16	M/s Muhammad Siddique & Brothers	Not Qualified
17	M/s Kamran & Company (JV) Usman Associates	Not Qualified
18	M/s Kayaz & RPS Construction (JV)	Not Qualified
19	M/s M.S.K. (JV)	Not Qualified
20	M/s Al-Meem Builders	Not Qualified


Naveed Iqbal
Director Accounts,
Engineering Department, KMC
Member


Naveed Iqbal
Superintending Engineer
(R&T) Department, KDA
Member


Rahim Bux Shukh
Chief Engineer (Projects),
Local Govt. Project
Chairman

OFFICE OF THE PROJECT DIRECTOR
LOCAL GOVERNMENT PROJECT
GOVERNMENT OF SINDH

Address: Ground Floor, Sindh Secretariat Building No 5, Highlaj House Kamal Attariq Avenue, Karachi. Phone No: 021-99212314


No. PD/LGD/326(3-PD) 2016.

Dated: 12-08-2016

Subject: CONSTITUTION OF PROCUREMENT COMMITTEE FOR WORKS PROCEEDS UNDER MEGA SCHEMES FOR KARACHI CITY.

In compliance of Rule 7 of SPP Rules 2010 a Procurement Committee comprising the following Officers is hereby notified for procuring the procurement duties as per rule 8 of the SPP Rules 2010.

- | | |
|---|----------|
| 1. Mr. Rahim Bux Shaikh
Chief Engineer (Project).
Local Government Project | Chairman |
| 2. Mr. Nayyab Saeed
Director Accounts, Engineering Department.
Karachi Metropolitan Corporation | Member |
| 3. Mr. Naveed Izhar
Superintending Engineer (R&T Department).
Karachi Development Authority | Member |


Project Director,
Local Government Project
Government of Sindh

Distribution:-
All incumbents

C.C. to:

1. Secretary, Local Government Department, GOS
2. Administrator, KMC
3. Municipal Commissioner, KMC
4. Chief Engineer, Local Government Project
5. Sindh Public Procurement Regularity Authority (SPPRA)

GOVERNMENT OF SINDH
LOCAL GOVERNMENT & ITP DEPARTMENT

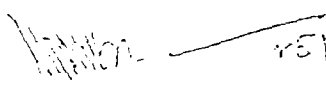
Karachi, date 1 the 25-05-2016

No.

Subject: CONSTITUTION OF COMPLAINT REDRESSAL COMMITTEE (C.R.C)
FOR THE WORK EXECUTED UNDER THE PROJECT DIRECTOR,
LOCAL GOVERNMENT PROJECTS.

A Complaint Redressal Committee comprising the following officers is hereby notified in compliance of Rule 31(2) of SPP Rules 2010. The Committee will address the complaints of bidders that may occur during the procurement proceedings as per provisions of rule 31 of SPP Rules 2010:

- | | |
|--------------------------|---------------------------------------|
| 1. Mr. Niaz Ahmed Soomro | Chairman SPP Local Govt. Project |
| 2. Mr. Riaz Ahmed Memon | Account Officer
(Member Secretary) |
| 3. Mr. Javed Chundrigar | Independent Professional |


Secretary Local Government & ITP Dept.

Distribution:-
All incumbents

- C.C. to:
1. Special Secretary, Govt. of Sindh
 2. Administrator, KMC
 3. Municipal Commissioner, KMC
 4. Chief Engineer, Local Government Project
 5. Sindh Public Procurement Regularity Authority (SPPRA)

PROVINCIAL MEGA SCHEMES FOR KARACHI CITY 2016-17

Sl. No.	Special / Subsector Name of Scheme	Location of Scheme District	Status: Date of Approval	Target Date for completion	Estimated Cost	Actual Expenditure upto June 15	Revised Allocation 2015-16		Estimated Expenditure upto June 16	Outlay Awarded as on 01-07-16	Allocation for 2016-17			IPA	Financials in %age of		Financial Projection	
							Total	F.P.V.			Capital	Revenue	Total		Jan'16	Jun'17	2017-18	2018-19
							8	9			12	13	14		15	16	17	18

MEGA SCHEMES FOR KARACHI CITY
(in Rupees)

1674	Construction of Staffed Benzoin Bhamo Deyseral Saikhep Complex	Karachi	Un-Approved	June-17	800,000	0.000	0.000	0.000	0.000	800,000	800,000	0.000	8,02,000	0.000	0	100	0.000	0.000
1675	Upgradation of Fire Services for High Rise Buildings, KMC	Karachi	Approved 28.10.14	June-17	499,000	0.000	0.000	0.000	0.000	499,000	0.000	499,000	499,000	0.000	0	100	0.000	0.000
1676	Upgradation of Rapid River Point Pumping Station	Karachi	Un-Approved	June-17	900,000	0.000	0.000	0.000	0.000	900,000	900,000	0.000	9,02,000	0.000	0	100	0.000	0.000
1677	Construction of University road from Hassan Square to NED	Karachi	Un-Approved	June-17	770,000	0.000	0.000	0.000	0.000	770,000	770,000	0.000	7,70,000	0.000	0	100	0.000	0.000
1678	Construction of University road from NED University to S. Inayat Chowk	Karachi	Un-Approved	June-17	780,000	0.000	0.000	0.000	0.000	780,000	780,000	0.000	7,80,000	0.000	0	100	0.000	0.000
1679	Rehabilitation / Reconstruction of Feroz Road from Shahrah-e-Nisbat Road to Shahrah-e-Quaid-ea, District East, KM	Karachi	Un-Approved	June-17	550,000	0.000	0.000	0.000	0.000	550,000	550,000	0.000	5,50,000	0.000	0	100	0.000	0.000
1680	Re-Construction / Rehabilitation of Mesamiat Road, Karachi	Karachi	Un-Approved	June-17	200,000	0.000	0.000	0.000	0.000	200,000	200,000	0.000	2,00,000	0.000	0	100	0.000	0.000
1681	Construction of Hub River Road (Baluch Portion)	Karachi	Un-Approved	June-17	500,000	0.000	0.000	0.000	0.000	500,000	500,000	0.000	5,00,000	0.000	0	100	0.000	0.000
1682	Re-Construction / Rehabilitation of Road from Surjani to Madinatul Hilmak, Karachi	Karachi	Un-Approved	June-17	750,000	0.000	0.000	0.000	0.000	750,000	750,000	0.000	7,50,000	0.000	0	100	0.000	0.000
1683	Construction of Under-Pass at Regent Plaza, Shahr-e-Faisal, Karachi	Karachi	Un-Approved	June-17	525,000	0.000	0.000	0.000	0.000	525,000	525,000	0.000	5,25,000	0.000	0	100	0.000	0.000
1684	Construction of Underpass at Natha Khan Bridge, Karachi	Karachi	Un-Approved	June-17	141,000	0.000	0.000	0.000	0.000	141,000	141,000	0.000	1,41,000	0.000	0	100	0.000	0.000
1685	Construction of Under Pass at Star Gate, Shahr-e Faisal, Karachi	Karachi	Un-Approved	June-17	500,000	0.000	0.000	0.000	0.000	500,000	500,000	0.000	5,00,000	0.000	0	100	0.000	0.000
1686	Whitening of Shahr-e Faisal on both sides from Metropark to Star Gate	Karachi	Un-Approved	June-17	850,000	0.000	0.000	0.000	0.000	850,000	850,000	0.000	8,50,000	0.000	0	100	0.000	0.000
1687	Remodeling of Baluch Colony Flyover and Construction of road	Karachi	Un-Approved	June-17	120,000	0.000	0.000	0.000	0.000	120,000	120,000	0.000	1,20,000	0.000	0	100	0.000	0.000

PROVINCIAL MEGA SCHEMES FOR KARACHI CITY

(Rs. in million)

Gen. Ser. No.	Sector / Sub-sector / Name of Scheme	Location of Scheme / District	Status Date of Approval	Target Date for Completion	Estimated Cost	Actual Expenditure upto June 15	Revised Allocation 2015-16		Estimated Expenditure upto June 16	Throw-forward as on 01-07-16	Allocation for 2016-17			FPA	Financial Progress to date upto		Financial Projection	
							Total	F.P.A.			Capital	Revenue	Total		Jun'16	Jun'17	2017-18	2018-19
							8	9			12	13	14		16	17	18	19
1688	Re-Construction of Drig Colony Flyover, Karachi	Karachi	Un-Approved	June-17	505,000	0.000	0.000	0.000	0.000	505,000	505,000	0.000	505,000	0.000	0	10	0.000	0.000
1689	Construction of Manrill Pump Flyover at N-5 Karachi	Karachi	Un-Approved	June-17	600,000	0.000	0.000	0.000	0.000	600,000	600,000	0.000	600,000	0.000	0	10	0.000	0.000
1690	Construction of Underpass at Submarine Chowrangi, Karachi	Karachi	Un-Approved	June-17	500,000	0.000	0.000	0.000	0.000	500,000	500,000	0.000	500,000	0.000	0	10	0.000	0.000
1691	Replacement of existing damaged/broken of 12" Dia W/S pipeline with 16" Dia pipe & enhancement pumping machinery at Ex-4 Metroville Pumping Station and providing 8" dia Water Supply for Hazara Chowk to Al Wajid Town	Karachi	Un-Approved	June-17	100,000	0.000	0.000	0.000	0.000	100,000	100,000	0.000	100,000	0.000	0	10	0.000	0.000
1692	Construction of Storm Water Drain from Jinnah Terminal to Chakoria Nallah to Nallah Khair Bridge, Sindhraah-1	Karachi	Un-Approved	June-17	200,000	0.000	0.000	0.000	0.000	200,000	200,000	0.000	200,000	0.000	0	10	0.000	0.000
1693	Construction of Road from Kharap Town to Jinnah Road National Highway including two portion connecting the Super Highway District Mafar Karachi	Karachi	Un-Approved	June-17	60,000	0.000	0.000	0.000	0.000	60,000	60,000	0.000	60,000	0.000	0	10	0.000	0.000
1694	Rehabilitation and Improvement of Karachi Zoo	Karachi	Un-Approved	June-17	150,000	0.000	0.000	0.000	0.000	150,000	150,000	0.000	150,000	0.000	0	10	0.000	0.000
Total Mega Schemes for Karachi City are					1905,000	0.000	0.000	0.000	0.000	1,000,000	980,000	499,000	1,000,000	0.000	0	10	0.000	0.000

BID DOCUMENTS

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VOLUME-I:

- Notice Inviting Tender (NIT)
- Instruction to Bidders
- Bidding Data
- Forms of Bid and Appendices to Bid
- Forms
- Part-I – General Condition of Contract
- Part-II – Special Condition of Contract

VOLUME-II: BILL OF QUANTITIES

VOLUME-III: SPECIFICATIONS

VOLUME-IV: DRAWINGS

INVITATION FOR BIDS

INVITATION FOR BIDS

Refer Notice Inviting Bids/Tenders published in News papers

INSTRUCTIONS TO BIDDERS

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INSTRUCTIONS TO BIDDERS

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INSTRUCTIONS TO BIDDERS

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 Annexure "B".

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 bidders 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 0.30% 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

Bidding Data

Instructions to Bidders

Clause Reference

- 1.1 Name and address of the procuring agency:

**Project Director
Mega Scheme Karachi
Local Government Department,
Ground Floor, Sindh Secretariat Building No.5,
Tughlaq House Kamal Attaturk Avenue,
Karach
Telephone No: 021-99212314**

- 1.2 Name of the Project and Summary of the works:

Name of Project:

Mega Scheme For Karachi

Name of Work

“CONSTRUCTION OF DRIG ROAD UNDERPASS ALONG SHAHRAH-E-FAISAL WITH RESTORATION OF EXISTING RIGHT TURN BRIDGE”

1.2 The successful bidder will be expected to complete the works within the time specified in Special Stipulations (Appendix-A).

- 2.1 Name of the Funding Source;
Government of Sindh

- 3.1 Delete IB Cause 3.1 (c) (i)

- 2.1 Type of Financing/Scheme Cost
ADP

- 8.1 Time limit for clarification:
The written clarification should reach the addressee of the NIT on any working day but not later than 5 working days prior to last date of submission.

- 10.1 Bid language:
English

- 11.1(a) The bidder along with letter of authorization shall submit the (i) Registration Certificate with Sindh Revenue Board, Government of Sindh (ii) PEC Registration Certificate for 2016 in category C2 CE01 & CE-02 (iii) NTN Certificate (iv) Professional Tax payment. The failure to submit above mentioned documents shall lead to rejection of bid.

- 11.1(b) Deleted

- 11.1(c) Add following
The bidder shall submit the detailed CVs of proposed staff as per the requirement laid down in Appendix K. It is mandatory for the successful

bidder to mobilize the same staff proposed in Appendix K after approval from the Engineer

- 13.1 Bidders to quote entirely in Pak. Rupees, foreign currency is not applicable.
- 14.1 Period of Bid Validity:
90 days with 30 days extension in time as per SPP Rules 2010
- 15.1 Amount of Bid Security:
2% of the estimated amount
- 16.1 Alternate bid:
Alternate Bid is not allowed
- 17.1 Venue, time, and date of the pre-Bid meeting:
As Per Mentioned in Letter.
- 18.4 Number of copies of the bid to be completed and returned:
One original + Two Copies
- 19.2 (a) Procuring Agency's address for the purpose of bid submission:
As Per Mentioned in Letter.
- (b) Name and Identification Number of the Contract:
As Per Mentioned in Letter.
- 20.1 (a) Deadline for submission of bids:
As Per Mentioned in Letter.
- (b) Venue, time, and date of bid opening:
As Per Mentioned in Letter.
- 28.4 If the successful bidder failed to submit Performance Security of increased amount within fourteen (14) days of demand by the PA, his bid shall be cancelled and his bid security shall be forfeited.
- 32.1 Standard form and amount of Performance Security acceptable to the procuring agency:
5% of Contractual Value in shape of Bank Guarantee in the format as specified in the format attached at Annexure "D"
- 32.3 Stamp duty
The Contract will be executed on a non-judicial stamp paper of the value @ 0.35% of the contract value. The cost of the stamp duty shall be borne by the successful bidder.

**FORM OF BID
AND
APPENDICES TO BID**

FORM OF BID

Bid Reference No. _____
 (Name of Contract/Work)

To:

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.
1. 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: _____

Appendix-A to Bid

SPECIAL STIPULATIONS
Particular Conditions of Contract- Part A

	Description	General Conditions Clauses	Stipulations
1	Employer's name and address	1.1.2.2 & 1.3	Project Director Mega Scheme Karachi Local Government Department, Ground Floor, Sindh Secretariat Building No.5, Tughlaq House Kamal Attaturk Avenue, Karach Telephone No: 021-99212314 Employer's Representative, Chief Engineer, Local Government Department
2	Engineer's name and address	1.1.2.4 & 1.3	EA Consulting (Pvt) limited AL-9, 15 th Lane, Khayaban-e-Hilal, DHA Phase VII, Karachi Telephone No: 021-111-111584 Fax No: 021-35841825
5	Governing Law	1.4	The Laws of Islamic Republic of Pakistan.
6	Ruling language	1.4	English
7	Language for communications	1.4	English
8	Time for access to the Site	2.1	Immediately after Commencement Date
9	Engineer representing Consulting Firm hired by the procuring agency to issue variation in case of emergency	3.1	Up to 1% of the contract price stated in the Letter of Acceptance.
10	Amount of Performance Security	4.2	The performance security will be in the form of a "unconditional, irrevocable and acceptable bank guarantee" in the amount of 5% (Five percent) of the contract price stated in the Letter of Acceptance.
11	Subcontract.	4.4	The aggregate amount of the Works subcontracted shall not exceed 30% of the Contract Price.
13	Time for Commencement	8.1	Within 07 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.
14	Time for Completion)	8.2	180 days from the date of receipt of Engineer's Notice to Commence.
15	Time for Furnishing Programme	8.3	Within 14 days from the date of receipt of Letter of Acceptance.
16	Revised Programme	8.3	Revised Programme to be submitted within 7 days of the Engineer's notice.
17	Delay damages for the Works	8.7 & 14.15(b)	0.1% of the Contract Price per day, Also, other charges mentioned in Special/Particular Conditions of Contract
18	Maximum amount of delay damages	8.7 & 14.15(b)	10% of the final Contract Price & Also, other charges mentioned in Part B, Particular Conditions of Contract
19	Defects Liability Period	11.1	365 days from the effective date of Taking Over Certificate.
22	Mobilization Advance	14.2	10% Percentage of the Accepted Contract Amount. First Installment: 50% of total Advance Payment shall be made after fulfilling all the requirements provided in Conditions of the Contract. Second Installment: Remaining 50%, on mobilization of Plant, equipment and other resources at site by the Contractor to the satisfaction of the Engineer.
23	Recovery of Mobilization Advance	14.2(b)	From five consecutive IPCs in equal installments including 10% per annum interest
24	Percentage of Retention	14.3	10 % of the amount of Interim/Running Payment Certificate.
25	Limit of Retention Money	14.3	5 % of Contract Price stated in the Letter of Acceptance.
27	Minimum Amount of Interim Payment Certificates	14.6	3 % of the Accepted Contract Amount.
28	Payment	14.7	30days.
32	Minimum amount of Insurance Cover	18.1, 18.2, 18.3 and	Type of cover The Works

		18.4	<p>Amount of cover The sum stated in the Letter of Acceptance plus fifteen percent (15%)</p> <p>Type of cover Contractor's Equipment:</p> <p>Amount of cover Full replacement cost plus fifteen percent (15%)</p> <p>Type of cover Third Party-injury to persons and damage to property</p> <p>The Third Party compensation Policy must contain following conditions of indemnification per occurrence with the number of occurrence unlimited:</p> <ul style="list-style-type: none"> i) in case of death, Pak Rs. 1,000,000/= per person ii) in case of major injury, Pak Rs. 500,000/= per person iii) in case of minor injury, Pak Rs. 100,000/= per person iv) in case of damage to property, full amount of repair/replacement as the case may be. <p>Workers:</p> <ul style="list-style-type: none"> i) in case of death, Pak Rs. 1,000,000/= per person ii) in case of major injury, Pak Rs. 500,000/= per person iii) in case of minor injury, Pak Rs. 100,000/= per person <p>Other cover: Contractor's All Risk Policy (In each case name of insured is Contractor and Procuring Agency)</p>
37	Rules of arbitration	20.6(a)	<p>Rules and Provisions of Arbitration Act 1940 of Islamic Republic of Pakistan enforced for the time being.</p> <p>The Place of Arbitration shall be Karachi.</p>

FOREIGN CURRENCY REQUIREMENTS

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

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

"Not Applicable"

PRICE ADJUSTMENT UNDER CLAUSE 13.8
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)	Cement – in bags		Government of Pakistan (GoP) Federal Bureau of Statistics (FBS) Monthly Statistical Bulletin.
(iii)	Reinforcing Steel		
(iv)	Bitumen		“ “ “
Total		1.000	

Notes:

- 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.
- Any fluctuation in the indices or prices of materials other than those given above shall not be subject to adjustment of the Contract Price.
- 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)	Bitumen		“ “ “
(iv)	RCC Pipe		“ “ “
(v)	uPVC pipes		“ “ “
Total five items.			

Notes:

1. Cost element “(i)” to “(iii)” are taken from the Government of Pakistan Federal Bureau of Statistics, Monthly Statistical Bulletin. The base cost 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 prices of materials other than those given above shall not be subject to adjustment of the Contract Price.

BILL OF QUANTITIES

Preamble

1. The Bill of Quantities shall be read in conjunction with the Instructions to Contractors, General and Particular 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 ordered and carried out, as measured by the Contractor and verified by the Engineer and valued at the rates and prices bid in the Bill of Quantities, where applicable, and otherwise at such rates and prices as the Engineer may fix within the terms of the Contract.
3. Any items of work / material shown in the drawings or identified in the specifications and not shown in the BOQ, cost of such work / material shall be deemed to have been included in the rates for items given in the BOQ. No additional payment shall be made for such work / material.
4. The rates, premium and prices bid in the Bill of Quantities shall, except insofar as it is otherwise provided under the Contract, include all Constructional Plant, labour, supervision, materials, erection, maintenance, insurance, profit, taxes and duties, together with all general risks, liabilities and obligations set out or implied in the Contract.
5. The whole cost of complying with the provisions of the Contract shall be included in the items provided in the Bill of Quantities, and where no Items are provided the cost shall be deemed to be distributed as the percentage entered in Bid BOQ.
6. General directions and descriptions of Work and materials are not necessarily repeated or summarized in the Bill of Quantities. Reference to the relevant sections of the Contract Documents shall be made before entering percentage against cost of the total work.
7. Wherever concrete is in contact with natural ground, SR cement shall be used in concrete instead of ordinary portland cement.

BILL OF QUANTITIES

PROPOSED CONSTRUCTION SCHEDULE

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

Description	Time for Completion
1) Whole works	(As per Appendix A)

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.]

Sr. No.	Description of Equipment	Capacity & Horse Power	Minimum Requirement (Qty. in No.)	Proposed by the Bidder
1	Bulldozer	200 HP	3	
2	Motor Grader	140 HP	4	
3	Vibratory Roller	10 - 12 Ton	4	
4	Pneumatic Roller	18 - 21 Ton	3	
5	Tandem Roller	8 - 12 Ton	2	
6	Wheel Loader	2.5 Cum	4	
7	Plate Compactor	11 HP (230 KG)	2	
8	Dump Truck	18 Ton	10	
9	Dump Truck	10 Ton	8	
10	Excavator	105 HP	4	
11	Water Tanker	10,000 Ltr	4	
12	Aggregate Crushing & Screening Plant	45 Ton/hr	1	
13	Asphalt Plant	120 Ton/Hr	1	
14	Asphalt Distributor	3,000 Ltr	1	
15	Asphalt Paver	145 HP (3-6m wide)	2	
16	Concrete Batching Plant	30 Cum	1	
17	Wheel Tractor	80 Hp	4	
18	Concrete Transit Mixer	6 Cum	2	

19	Concrete Vibrator	5 HP	2	
20	Road Marking Machine	Heavy Duty	1	
21	Concrete Mixer	1 Cum	3	
22	Air Compressor	300 CFM	2	
23	Pneumatic Jack Hammer	-	2	
24	Crane	25 Ton	2	
25	Water Pump	4" Delivery	3	
26	Concrete Pump		2	
27	Pilling equipments		2	

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.

LIST OF SUBCONTRACTORS

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

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

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

ESTIMATED PROGRESS PAYMENTS (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

Monthly/Quarter Period	Amounts (in thousands)
1	2

**ORGANIZATION CHART
FOR THE
SUPERVISORY STAFF AND LABOUR**
(To be filled in by the bidder)

PROPOSED STAFF

(Detailed CVs of following Key staff shall be provided, it is mandatory. PEC registration Certificate and qualification certificates/degrees etc shall also be provided. It will be mandatory for successful bidder to mobilize same staff as proposed below after the approval of the Engineer. The proposed staff must be employee of the bidder)

Position	Qualification & Experience	Proposed Staff			
		Name	Qualification	Total Exp.	Relevant. Rxp
Project Manager	Qualification Msc (Civil) with 08 years experience (3 years relevant experience) or BE (Civil) with 15 years experience (8 years relevant experience).				
Planning Engineer	BE (Civil) with 10 years experience				
Contracts Engineer	BE (Civil) with 10 years experience				
Structures Engineers	BE (Civil) with 10 years experience with 08 years relevant experience of bridges.				
Highway Engineer	BE (Civil) with 10 years experience with 08 years relevant experience of bridges.				
Electrical Engineer	BE (Elect) with 10 years experience with 08 years relevant experience of bridges.				
Material Engineer	Msc (Geology) with 10 years experience				
Site Engineers (2 No.)	BE (Civil), with 8 years experience, Experience 3 bridges assignments,				
Sr. Surveyor	Diploma in Civil, Number (01), 10 years experience, Experience 3 Similar Assignments				
Surveyors	Diploma in Civil, Number (04), 5 years experience, Experience 1 Similar Assignments				
Quantity Surveyor	Diploma in Civil, Number (04), 10 years experience, Experience 3 Similar Assignments				

(INTEGRITY PACT)

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

(FOR CONTRACTS WORTH RS. 10.00 MILLION OR MORE)

Contract No. _____ Dated _____

Contract Value: _____

Contract Title: _____

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

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

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

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

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

.....
[Procuring Agency] [Contractor]

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 fulfillment 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 11, 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)

CA-1

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 completed Appendices to Bid (B, C, E to L);
 - (h) The Drawings;
 - (i) Special provisions
 - (i) The NHA General Specifications
 - (j) The Priced Bill of Quantities (Appendix-D to Bid);
 - (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 fulfillment of any of his obligations for which the advance payment is made, the Guarantor shall be liable to the procuring agency for payment not exceeding the aforementioned amount.

Notice in writing of any default, of which the procuring agency shall be the sole and final judge, 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. _____

(Name Title & Address)

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 :-

- a. 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.

- b. 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.
- c. 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.
- d. That the Contractor shall make at his own cost all necessary and adequate arrangement for the proper watch, safe custody and protection against all risks of the said material and that until used in construction as aforesaid the said materials shall remain at the site of the said works in the Contractor's custody and at his own risk and on his own responsibility and shall at all times be open to inspection by (he Divisional Officer or any officer authorized by him. In the event of the said materials of any part (hereof being stolen, destroyed or damaged or becoming deteriorated in a greater degree than is due to reasonable use and wear thereof Contractor will forthwith replace the same with other materials of like quality or repair and make good the same as required by the Divisional Officer and the materials so brought to replace the said materials so repaired and made good shall also be considered as security for the said amount.
- e. 'Hurt the said materials shall not on any account be removed from the site of the said works except with the written permission of the Divisional Officer or an officer authorized by him in that behalf
- f. 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.
- g. at if the Contractor shall at any time make any default in the performance or observation in any respect of any of the terms and provisions of the said agreement or of these presents the total amount of the advance or advances that may still be owing to the Government shall immediately on the happening of such default be repayable by the Contractor to the Government together with interest thereon at twelve percent per annum from the date or respective dates of such advance or advances to the date or repayment and with all costs, charges, damages and expenses incurred by the Government in or for the recovery thereof or the enforcement of this security or otherwise by reason of (he default of the Contractor and any moneys so becoming due and payable shall constitute a

debt due from the Contractor to the Government and the Contractor hereby covenants and agrees with the Government to repay and the same respectively to it accordingly.

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

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

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

Signed, sealed and delivered by*

In the presence of

1st witness

2nd witness

SEAL

Condition of Contract

Federation International des Ingenieurs-Conseils, or FIDIC)

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

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).

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

FIDIC CASE POSTALE, CH-1215 Switzerland;

Tel. +41 22 799 49 00;
Fax; +41 22 799 49 01
E-mail: fidic@fidic.org.

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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.
- 1.1.2.2 "Employer" is synonymous with "Procuring Agency"

The Employer is:

**Project Director
Mega Scheme Karachi
Local Government Department,
Ground Floor, Sindh Secretariat Building No.5,
Tughlaq House Kamal Attaturk Avenue,
Karach
Telephone No: 021-99212314**

Employer's Representative is:

Chief Engineer
Mega Scheme Karachi,
Local Government Department,

- 1.1.2.4 The Engineer is:

EA Consulting (Pvt) Limited
Al-9, 15th Lane, Khayaban-e-Hilal,
Phase VII, DHA
Karachi.

- 1.1.2.9 "DB" is synonymous with "Committee".
- 1.1.3.1 Replace 28 days by 7 days in LCB and 15 days in ICB.
- 1.1.3.7 "Defects notification Period" is synonymous with "Defects liability Period".

- 1.15 **Inspections and Audit by the Bank**

Deleted

- 3.1 Engineer's Duties and Authority.**

The following paragraph is added after duties:

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

4.3 Contractor's Representative

The following text is to be added after last line:

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

6.10 Records of Contractor's Personnel and Equipment

The following paragraphs added: The Contractor shall, upon request by the Engineer at any time in relation to any time 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 form of:

- a) Critical Path Method (CPM) identifying the critical path/activities.

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 is deleted in entirety.

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

The Employer if requested by the Contractor shall make an advance payment for mobilisation and cash flow support, when the Contractor submits a guarantee in accordance with this Sub-Clause. The total advance payment, the number and timing of instalments (if more than one) shall be as stated in the Appendix A.

The Advance Payment (if required) shall be paid in two equal instalments after the following conditions have been fulfilled.

Installment-1: 50% of the total amount of the Advance Payment

- That the Contract Agreement has been signed by the Parties.
- The Contractor has submitted bank guarantee for the full amount of the advance payment in the form of irrevocable without recourse bank guarantee.
- The Contractor has submitted the Performance Security in the form as prescribed in Sub-Clause 4.2.
- The Contractor has submitted the Programme of Works in the form detailed in Sub-Clause 8.3 and the Engineer has given his concurrence.

Installment-2: Remaining 50% of the total amount of the Advance Payment shall be paid on mobilization of Plant, Equipment and other resources at site by the Contractor to the satisfaction of the Engineer

Unless and until the Employer receives this guarantee, or if the total advance payment is not stated in the Appendix A, this Sub-Clause shall not apply.

The Contractor shall pay interest on the mobilization advance at the rate of 10% per annum on the advance.

The Engineer shall deliver to the Employer and to the Contractor an Interim Payment Certificate for the advance payment or its first installment after receiving a Statement (under Sub-Clause 14.3 [Application for Interim Payment Certificates]) and after the Employer receives (i) the Performance Security in accordance with Sub-Clause 4.2 [Performance Security] and (ii) a guarantee in amount equal to the advance payment. This guarantee shall be issued by an entity and from within a country (or other jurisdiction) approved by the Employer, and shall be in the form annexed to the Particular Conditions or in another form approved by the Employer.

The Contractor shall ensure that the guarantee is valid and enforceable until the advance payment has been repaid, but its amount shall be progressively reduced by the amount repaid by the Contractor as indicated in the Payment Certificates. If the terms of the guarantee specify its expiry date, and the advance payment has not been repaid by the date 28 days prior to the expiry date, the Contractor shall extend the validity of the guarantee until the advance payment has been repaid.

At any time, the bank guarantee shall be valid for an amount not less than the amount of the original Advance Payment less any partial repayment of that Advance Payment which may have been affected. The Contractor shall inform the guaranteeing bank, by letter, counter signed by the Employer, of the required amount of the guarantee from time to time. Reduction of the amount shall not be made without such authorizing letter.

Unless stated otherwise in the Appendix A, the advance payment including interest shall be recovered in 5 equal installments.

If the advance payment has not been repaid prior to the issue of the Taking-Over Certificate for the Works or prior to termination under Clause 15 [Termination by Employer], Clause 16 [Suspension and Termination by Contractor] or Clause 19 [Force Majeure] (as the case may be), the whole of the balance then outstanding shall immediately become due and in case of termination under Clause 15 [Termination by Employer] and Sub-Clause 19.6 [Optional Termination, Payment and Release], payable by the Contractor to the Employer.

In the event that the amount of money certified and due to the Contractor under the contract at any time is less than the total of due repayments of Advance Payment, the balance of the due repayments shall be paid to the Employer by the Contractor within seven days of demand by the Employer. If the balance is not so paid, the Employer shall be empowered to call in sufficient of the Advance payment bank guarantee to cover the said balance.

The Employer shall be empowered to call in the guarantee in whole or in part(s) if the Contractor defaults in the repayment(s) for any reason(s).

14.5 Plants and Materials intended for Works

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

- I. The Contractor shall be entitled to receive from the procuring agency Secured Advance against an INDENTURE BOND in Public Works Account Form No.31 (Fin. R. Form No. 2) acceptable to the procuring agency of such sum as the Engineer may consider proper in respect of non-perishable materials brought at the site but not yet incorporated in the Permanent Works provided that:
 - i. The materials are in accordance with the specifications for the permanent works;
 - ii. Such materials have been delivered to the site and are properly stored and protected against loss or damage or deterioration to the satisfaction and verification of the Engineer/Assistant Engineer but at the risk and cost of the Contractor;

- iii. The Contractor's records of the requirements, orders, receipts and use of materials are kept in a form approved by the Engineer, and such records shall be available for inspection by the Engineer;
- iv. The Contractor shall submit with his monthly statement the estimated value of the materials on site together with such documents as may be required by the Engineer for the purpose of valuation of materials and providing evidence of ownership and payment therefore;
- v. Ownership of such materials shall be deemed to vest in the procuring agency and these materials shall not be removed from the site or otherwise disposed of without written permission of the procuring agency;
- vi. The sum payable for such materials on site shall not exceed 75 % of the (i) landed cost of imported materials, or (ii) ex-factory /ex-warehouse price of locally manufactured or produced materials, or (iii) market price of stands other materials;
- vii. Secured Advance shall not be allowed unless and until the previous advance, if any, is fully recovered;
- viii. Detailed account of advances must be kept in part II of running account bill or a separate statement; and
- ix. Secured Advance may be permitted only against materials/quantities anticipated to be consumed / utilized on the work within a period of 3 months from the date of issue of secured advance and in no case for full quantities of materials for the entire work/contract.

(II) Recovery of Secured Advance:

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

14.8 Delayed Payment

Second Para is replaced with following text:

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

15.2 Termination by Employer

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

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

15.6 Corrupt and fraudulent Practices.

The following text is to be added as 3rd paragraph: Successful Contractor has to provide Integrity Pact (for contracts worth Rs.10.0 million and above). If the Contractor or any of his Subcontractors, agents or servants is found to have violated or involved in violation of the Integrity Pact signed by the Contractor as Appendix-L to his Bid, then the procuring agency shall be entitled to:

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

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

16.4 Payment on Termination

Sub-paragraph (c) is deleted.

17.3 Employer's/ Procuring Agency's Risks

Sub-Clause 17.3 (h) is deleted.

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

18.1 General Requirements for Insurance

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

Costs of such insurances shall be borne by the contractor.

19.6 Optional Termination, Payment and release by the Employer

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

20.6 Arbitration

Text will be replaced as under;

Any dispute in respect of which:

- a. *the decision, of the Dispute Board has not become final and binding pursuant to subclause 20.2, and*

- b. *amicable settlement has not been reached within the period stated in sub-clause 20.5, shall be finally settled*, under the provisions of the Arbitration Act, 1940 as amended or any statutory modification/Rules of Conciliation And Arbitration PEC Islamabad or re-enactment thereof for the time being in force.

The place of arbitration shall be Karachi, in Sindh Province.

PART II –SPECIAL/PARTICULAR CONDITIONS OF CONTRACT

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OFFICE OF THE PROJECT DIRECTOR
LOCAL GOVERNMENT DEPARTMENT
GOVERNMENT OF SINDH



BILL OF QUANTITIES

VOLUME-II

**CONSTRUCTION OF DRIGH ROAD UNDERPASS
ALONG SHAHRAH-E-FAISAL INCLUDING
RESTORATION OF EXISTING RIGHT TURN
BRIDGE**

OFFICE OF THE PROJECT DIRECTOR LOCAL GOVERNMENT
GOVERNMENT OF SINDH

**CONSTRUCTION OF DRIGH ROAD UNDERPASS ALONG SHAHRAH-E-FAISAL
INCLUDING RESTORATION OF EXISTING RIGHT TURN BRIDGE, KARACHI**

BILL OF QUANTITIES

SUMMARY

BILL NO.	ITEMS OF WORKS	COST (Rs.)
1	CARRIAGEWAY	122,748,711
2	MEDIAN, FOOTPATH, ISLANDS	21,073,325
3	STRUCTURE (UNDERPASS)	264,406,942
4	STRUCTURE (RESTORATION BRIDGE)	50,904,871
5	DRAINAGE & SUMP PUMP	22,338,655
6	ANCILLARY WORKS	12,690,009
7	ELECTRICAL WORKS	35,820,775
8	TRAFFIC DIVERSION	32,191,209
9	ARCHITECTURE	14,349,727
10	Total from Bill No. 1 to 9, Amount (A)	576,524,223
11	Cost of Amount (A), after _____ % Below/Above (± %) on Rates, Amount (B)	
	Final Quoted BID PRICE (A+B)	

SEAL OF THE COMPANY

INITIAL

SIGNATURE OF BIDDER

**OFFICE OF THE PROJECT DIRECTOR LOCAL GOVERNMENT
GOVERNMENT OF SINDH**

**CONSTRUCTION OF DRIGH ROAD UNDERPASS ALONG SHAIHRAIL-E-FAISAL INCLUDING RESTORATION OF
EXISTING RIGHT TURN BRIDGE, KARACHI**

BILL OF QUANTITIES

BILL NO. 1 : CARRIAGEWAY

Spec No.	Item Description	Unit	Estimated Quantity	Rate (Rs.)	Amount (Rs.)
101	Clearing and Grubbing	Sq.m	1,000	25.82	25,820
102a	Removal of trees 150-300 mm girth	Each	32	421.25	13,480
102b	Removal of trees 301-600 mm girth	Each	48	1,023.68	49,137
102c	Removal of trees 601 mm or over girth	Each	16	4,094.71	65,515
104	Compaction of Natural Ground	Sq.m	1,000	27.83	27,830
106	Excavate unsuitable or Surplus material	Cu.m	23,563	363.29	8,560,202
108c	Formation of Embankment From Borrow Excavation in Common Material	Cu.m	1,260	450.62	567,781
109a	Sub Grade Preparation in Earth Cut	Sq.m	5,824	77.41	450,836
101	Improved Subgrade (CBR > 8)	Cu.m	2,090	787.39	1,645,645
201	Granular Subbase	Cu.m	4,236	1,540.96	6,527,507
202	Crushed Aggregate Base Course	Cu.m	5,885	1,740.12	10,239,736
203a	Asphaltic Base Course - Plant Mix (Class B)	Cu.m	2,710	18,441.86	49,979,285
209a	Breaking of Existing Road Pavement Structure	Cu.m	5,694	610.22	3,474,593
302	Bituminous Prime Coat (Cut-Back)	Sq.m	33,104	120.53	3,990,067
303	Bituminous Tack Coat (Emulsified)	Sq.m	29,912	41.98	1,255,720
305a	Asphaltic Concrete for Wearing Course (Class A)	Cu.m	2,007	19,053.90	38,236,414
310b	Reinforced Concrete Pavement (Rigid Pavement at Railway Track)	Cu.m	40	11,829.63	473,185
401f	Lean Concrete (Rigid Pavement at Railway Track)	Cu.m	7	6,307.69	44,154
404b	Reinforcement as per AASHTO M. 31 Grade 60 (Rigid Pavement at Railway Track)	Tons	5	105,000	498,750
TOTAL BILL NO. 1 : CARRIAGEWAY					122,748,711

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CONSTRUCTION OF DRIGH ROAD UNDERPASS ALONG SHAHRAH-E-FAISAL INCLUDING RESTORATION OF
EXISTING RIGHT TURN BRIDGE, KARACHI

BILL OF QUANTITIES

BILL NO. 2 : MEDIAN, FOOTPATH, ISLANDS

Spec No.	Item Description	Unit	Estimated Quantity	Rate (Rs.)	Amount (Rs.)
107e	Common Backfill	Cu.m	2,093	266.89	558,601
217a	Installation of Paving Blocks 60mm thick (Including 30mm thick sand cushion)	Sq.m	6,121	1,460.00	8,936,660
510	Dismantling of Structures & Obstructions (Footpath and Kerb)	Cu.m	3,441	1,645.87	5,663,439
601di	Pre-Cast Edge Block In Place, Type IV	M	2,173	953.29	2,071,499
601dii	Envicrete or Equivalent Kerb In Place, Type III (Incl. Excavation, Edge Cutting, Bedding and Haunching Complete in all Respect)	M	3,385	1,135.34	3,843,126
TOTAL BILL NO. 2 : MEDIAN, FOOTPATH, ISLANDS					21,073,325

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**CONSTRUCTION OF DRIGH ROAD UNDERPASS ALONG SILAURAIL-E-FAISAL INCLUDING RESTORATION OF
EXISTING RIGHT TURN BRIDGE, KARACHI**

BILL OF QUANTITIES

BILL NO. 3 : STRUCTURE (UNDERPASS)

Spec No.	Item Description	Unit	Estimated Quantity	Rate (Rs.)	Amount (Rs.)
107a	BARREL (TOP SLAB & SECANT PILES) Structural Excavation in Common Material	Cu.m	865	363.58	314,351
401a1ii	Concrete Class A1 (On Ground)	Cu.m	164	11,096.00	1,819,744
401a1iii	Concrete Class A1 (Elevated)	Cu.m	9	11,540.01	99,013
401a3ii	Concrete Class A3 (On Ground)	Cu.m	378	11,829.63	4,466,338
401a3iii	Concrete Class A3 (Elevated)	Cu.m	595	12,254.40	7,289,466
404a	Reinforcement as per AASHTO M. 31 Grade 40	Tons	1	105,000.00	105,000
404b	Reinforcement as per AASHTO M. 31 Grade 60	Tons	396	105,000.00	41,580,000
406e	Elastomeric Bearing Pads	Cu.cm	423,500	1.91	808,885
407d1	Construction of Cast in place Concrete Piles 750mm dia Including Concr	M	2,402	9,400.00	22,582,560
407j	Pile Load Test to 2.00 times the design load	Each	1	741,398.81	741,399
SP-201	Pile Integrity Testing	Each	172	5,828.00	1,000,085
SP-202	G.I.Pipe Railing	M	29	2,486.00	71,100
SP-204	Exploratory / Confirmatory boring and Testing in Dry / Wet Area including Geotechnical Report (4 copies to be submitted)	Job	1	200,000.00	200,000
SP-208	Providing, applying 25mm cement sand plaster over Secant pile wall with 1:4, including metal lath with steel nail etc complete including labour, equipment & scaffolding etc complete in all respect	Sq-m	599	498.00	298,529
SP-209	Providing, applying Shotcrete up to 75mm from face of piles for levelling of continuous secant piling with Class A3 concrete mix with approved water proofing chemicals including R/f as per Drawing, labour, equipment & Scaffolding etc complete in all respect	Sq-m	599	5,500.00	3,297,008
				G.Total (Barrel)	84,772,356

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**OFFICE OF THE PROJECT DIRECTOR LOCAL GOVERNMENT
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**CONSTRUCTION OF DRIGH ROAD UNDERPASS ALONG SHAIKRAH-E-FAISAL, INCLUDING RESTORATION OF
EXISTING RIGHT TURN BRIDGE, KARACHI**

BILL OF QUANTITIES

BILL NO. 3 : STRUCTURE (UNDERPASS)

Spec No.	Item Description	Unit	Estimated Quantity	Rate (Rs.)	Amount (Rs.)
107a	RAMP (SECANT PILES & RETAINING WALL) Structural Excavation in Common Material	Cu.m	2,932	363.58	1,065,979
107d	Granular Backfill	Cu.m	1,330	1,589.34	2,114,450
401a1ii	Concrete Class A1 (On Ground)	Cu.m	215	11,096.00	2,385,640
401a1iii	Concrete Class A1 (Elevated)	Cu.m	182	11,540.01	2,103,080
401a3ii	Concrete Class A3 (On Ground)	Cu.m	2,750	11,829.63	32,527,628
404a	Reinforcement as per AASHTO M. 31 Grade 40	Tons	1	105,000.00	105,000
404b	Reinforcement as per AASHTO M. 31 Grade 60	Tons	807	105,000.00	84,735,000
407d1	Construction of Cast in place Concrete Piles 750mm dia Including Concrete Class A3 (4000PSI) Excluding Steel	M	3,964	9,400.00	37,265,360
407d1	Construction of Cast in place Concrete Piles 900mm dia Including Concrete Class A3 (4000PSI) Excluding Steel	M	528	12,000.00	6,336,000
401f	Lean Concrete (Foundation)	Cu.m	199	6,307.69	1,258,055
SP-202	G.I.Pipe Railing	M	607	2,486.00	1,510,183
SP-208	Providing, applying 25mm cement sand plaster over Secant pile wall with 1:4, including metal lath with steel nail etc complete including labour, equipment & scaffolding etc complete in all respect	Sq-m	902	498.00	449,196
SP-209	Providing, applying Shotcrete up to 75mm from face of piles for levelling of continous secant piling with Class A3 concrete mix with approved water proofing chemicals including reinforcement as per Drawing, labour, equipment & Scaffolding etc complete in all respect	Sq-m	902	5,500.00	4,961,000
G.Total (Ramp)					179,634,586
TOTAL BILL NO. 3 : STRUCTURE (UNDERPASS)					264,406,942

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**CONSTRUCTION OF DRIGH ROAD UNDERPASS ALONG SHAHRAH-E-FAISAL INCLUDING RESTORATION OF
EXISTING RIGHT TURN BRIDGE, KARACHI**

BILL OF QUANTITIES

BILL NO. 4 : STRUCTURE (RESTORATION BRIDGE)

Spec No.	Item Description	Unit	Estimated Quantity	Rate (Rs.)	Amount (Rs.)
1.0	<p>General</p> <p>1.1) The Objective is to remove and dismantle the existing Deck Slab of the Drigh Road Flyover and Construction of new Deck Slab as per drawings, without impacting the existing retainable Bridge Portion over Shahrah-e-Faisal.</p> <p>The Contractor Shall when pricing the rates of the bills takes into consideration to include and allow for costs and expenses of all requirements stipulated in Preamble, Drawings and Specifications by keeping in mind that no environmental impact / pollution and traffic disturbance should occurred during the dismantling Operation.</p> <p>1.2) All the Debris of the Dismantle portions / members shall be transported to the Location approved by the Client / Authority.</p> <p>DECK SLAB</p> <p>Dismantling / Removing of Structure and Obstructions The Work shall include the dismantling of all the structural non-Structural members and debris of / on the existing Bridge and shown in drawing in Complete Respect; The Contractor should submit the Dismantling methodology prior to proceed work for the Engineers Approval.</p>				
510	<p>A) Dismantling Items All the Structural Members and Obstructions but not limited to the following: i) Barrier with all Utility Pipes and Poles ii) Deck Slab with Wearing Surface and Expansion Joints with all Connectors</p>	Cu.m	808	1,646	1,329,600
101	Clearing and Grubbing	Sq.m	2,917	26	75,322
401a1iii	Concrete Class A1 (Elevated)	Cu.m	224	11,540	2,589,578
401a3iii	Concrete Class A3 (Elevated)	Cu.m	656	12,254	8,043,421
404a	Reinforcement as per AASHTO M. 31 Grade 40	Tons	1	105,000	105,000
404b	Reinforcement as per AASHTO M. 31 Grade 60	Tons	128	105,000	13,492,190
406a	Premoulded Joint Filler 12mm Thick with Bitumastic Joint Seal	Sq.m	75	2,998	224,225
406e	Elastomeric Bearing Pads	Cu.cm	1,108,800	2	2,117,808
SP-202	G.I. Pipe Railing	M	748	2,486	1,859,528
SP-203	Bridge Expansion Joint (NFJ OR Equivalent)	M	215	50,000	10,750,000
SP-205	Drainage Pipe in Bridge Deck Slab with Steel Grating (PVC pipe of dia as shown on drawings)	M	150	2,127	318,199
SP-211	Replacement of Bearing Pads	L.S	1	10,000,000	10,000,000
SP-212	Recovery of Steel from Dismantling (Approx.)	Tons	80		
TOTAL BILL NO. 4 : STRUCTURE (RESTORATION BRIDGE)					50,904,871

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**CONSTRUCTION OF DRIGH ROAD UNDERPASS ALONG SHAHRAH-E-FAISAL INCLUDING RESTORATION OF
EXISTING RIGHT TURN BRIDGE, KARACHI**

BILL OF QUANTITIES

BILL NO. 5 : DRAINAGE & SUMP PUMP

Spec No.	Item Description	Unit	Estimated Quantity	Rate (Rs.)	Amount (Rs.)
107a	Structural Excavation In Common Material	CM	1,223	364	444,658
107d	Granular Backfill	CM	47	1,589	74,699
107e	Common Backfill	CM	262	267	69,925
401a i	Concrete Class A1 (Under Ground)	CM	256	10,235	2,620,268
401a ii	Concrete Class A1 (On Ground)	CM	5	11,096	55,478
401gi	Precast Concrete, Class A1	CM	51	12,847	655,186
401f	Lean Concrete	CM	35	6,308	220,769
410.00	Brick Work	CM	106	7,470	791,778
404b	Reinforcement As Per Aashto M31: Grade 60	TON	35	105,000	3,675,000
5011	R.C.C Pipe Culvert Aashto M 170 Class IV Dia Dia 460mm	M	12	7,081	84,970
502a	Granular Material in Bed to Concrete Pipe Culvert	CM	17	1,676	28,488
406dii	PVC Water Stop 200mm Size	M	300	729	218,703
SP-317	Steel Grating With Frame Manufacturing, supplying & fixing steel grating with frame of size as shown in drawings i/e fabricating, epoxy coating, complete in all respect as per drawings, specifications and as directed by Engineer.	Nos.	8	15,060	120,480
SP-318	Dewatering (Provisional) Providing, installing, designing, operating and maintaining a Dewatering system (in Storm drains and where required) including the cost of mobilization & demobilization of equipment /machinery/Pumps (10 HP), Fuel, labour and materials for this work and stand by arrangements for keeping the water table to specified limit etc. complete in all respect as per drawings, specifications and as directed by Engineer.	Days	45	1,000	45,000
SP-319	HDPE Pipes & Fittings Providing, Laying, Jointing, Testing and Disinfection of HDPE pipes PN 10 conforming to ISO- 4427 DIN 8074/75 & PS3580:1984, in trenches to correct alignment and grade with all necessary fittings required to complete the job including bends, flange adopter, etc, complete in all respect as per drawings, specifications and as directed by Engineer.	400mm O.D	60	17,781	1,066,845
SP-320	M.S Pipes & Fittings Manufacturing, Supplying, Fixing, Testing, Disinfection & commissioning of Black Steel M.S Pipe Made out of M.S Sheet Conforming to API 5 L Grade X - 42 Spirally Welded with ERW & Externally & Internally epoxy coating of 150 microns with all fittings & arrangements including flanges, bends, tees, yeas, anchorage clamps, rubber gaskets, etc, complete in all respect as per the details shown in drawings & specifications and as directed by the Engineer.	350mm Dia (Header Pipe)	5	24,786	123,930
		150mm Dia	55	11,340	623,700

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EXISTING RIGHT TURN BRIDGE, KARACHI**

BILL OF QUANTITIES

BILL NO. 5 : DRAINAGE & SUMP PUMP (Continued)

Spec No.	Item Description	Unit	Estimated Quantity	Rate (Rs.)	Amount (Rs.)
SP-321	Pumps & Motors Supply, installation, testing & commissioning of Centrifugal pumps with motor of approved quality having capacity of 18.5 KW / 4P including cost of motor control unit (Panel) with complete set of wiring for the below mentioned configuration, complete in all respect as per drawings, specifications and as directed by Engineer. Q = 1100 UK Gpm, H = 15m	Nos	3	3,511,250	10,533,750
SP-322	Gate Valves (Sluice Valves) Providing & Fixing of Flange End Cast Iron Sluice Valve of Design Standard BS 5150/API 600 compliance with EN 1171/BS 5163 having Nominal Pressure PN-16 - Class 125 S.S. Cr 13% Seat & Stem with Nuts, Bolts, Gas kit/Rubber Packing including Labour complete in all respect as per satisfaction of Engineer/Incharge. 150mm Dia	Nos	3	55,207	165,622
SP-323	Non Return Valves (Reflex Valves) Providing & Fixing Flange End Cast Iron Reflex Valve (Non-Return Valve) - Swing Type of Design Standard EN 12334/API 6D compliance with BS 4090/BS 5153 having Nominal Pressure PN-16 - Class 125 S.S. Cr 13% Seat & Stem with Nuts, Bolts, Gas kit/Rubber Packing including Labour complete in all respect as per satisfaction of Engineer/Incharge. 150mm Dia	Nos	3	48,635	145,904
SP-324	Connection with Existing Drain/Nala Making connection with existing Nala including removing of debris & demolished material, excavation, stone pitching, RCC works i/c steel reinforcement, etc. complete in all respect as per drawings, specifications and as directed by Engineer.	Job	1	100,000	100,000
SP-325	Connection of uPVC Pipe With Ex.Drain Providing, laying, fixing & making Connection of 2Nos 150mm dia uPVC Class B at every 10m interval to the existing drain i/c cutting, chiseling, connection & rehabilitation with grouting, complete in all respect as per drawings, specifications and as directed by Engineer.	M	30	2,301	69,037
SP-326	Block Masonry at MCC Room Providing and laying solid block masonry in cement sand mortar (1:4), 6" thick wall 6"x8"x12", regular in shape and size with sharp and square corners and parallel faces, free from flaws and cracks, curing, scaffolding, racking out the joints, courses shall be kept in time plumb including all leads & lifts etc, complete in all respect, as per specifications & relevant drawings and to the entire satisfaction of the Engineer.	CM	4	7,500	30,000
SP-327	Iron Work for MCC Room Making and fixing steel grated door and windows with 1/16" thick sheeting including angle iron frame 2" x 2" x 3/8" and 3/4" square bars 4" center to center with locking arrangement i/c cost of enamel paint after sand papering, etc. complete in all respect as per standard & specifications and as directed by Engineer/Incharge. Pump Room Gate Double Leaf (0.9m x 2.15m) Pump Room Window (0.9m x 0.9m)	Nos. Nos.	1 1	30,000 10,000	30,000 10,000
SP-328	Paint Work for MCC Room Providing and applying paint on all internal & external surface with Enamel Paint of approved shade three coats over and including one coat of primer over plastered surface at any height including preparation of surface, filling depression with putty, rubbing, sand papering and cleaning, etc. complete in all respect as per standard & specifications and as directed by Engineer/Incharge.	SM	80	875.00	70,000

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CONSTRUCTION OF DRIGH ROAD UNDERPASS ALONG SHAIHRAIL-E-FAISAL INCLUDING RESTORATION OF
EXISTING RIGHT TURN BRIDGE, KARACHI

BILL OF QUANTITIES

BILL NO. 5 : DRAINAGE & SUMP PUMP (Continued)

Spec No.	Item Description	Unit	Estimated Quantity	Rate (Rs.)	Amount (Rs.)
SP-329	Plaster Works Cement Plaster on RCC, Block masonry & Brick Masonry works with 3/4" thickness having ratio 1.4, etc, complete in all respect as per standard & specifications and as directed by Engineer/Incharge.	SM	251	715	179,465
SP-330	Cast Iron Cover C.I cover (Hinged) with frame size (750mm x 750mm) having weight 65kg, epoxy coated, etc complete in all respect as per drawing & specifications and all work to the entire satisfaction of the Engineer.	Nos.	3	15,000	45,000
SP-331	Air Vent Pipe Providing and fixing 150mm dia M.S goose neck/ vent pipe including all necessary arrangement and pipe fixing, painted with 3 coats of approved enamel paint over a coat of shop primer etc, complete in all respect as per specifications & relevant drawings and all works to the entire satisfaction of the Engineer.	Nos.	2	20,000	40,000
TOTAL BILL NO. 5 : DRAINAGE & SUMP PUMP					22,338,655

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**CONSTRUCTION OF DRIGH ROAD UNDERPASS ALONG SILAHRAH-E-FAISAL INCLUDING RESTORATION OF
EXISTING RIGHT TURN BRIDGE, KARACHI**

BILL OF QUANTITIES

BILL NO. 6 : ANCILLARY WORKS

Spec No.	Item Description	Unit	Estimated Quantity	Rate (Rs.)	Amount (Rs.)
607	Traffic Road Sign				
	a) Category 1	Each	20	15,414.84	308,297
	b) Category 2	Each	20	18,719.24	374,385
	c) Category 3a	Each	15	29,304.56	439,568
	d) Category 3b	Each	10	54,066.07	
	e) Category 3c	Sq.m	8	24,463.84	
608h	Pavement Marking in Reflective TP Paint for Lines of 15 cm width				
	1) Yellow Color	M	5,455	167.99	916,385
	2) White Colour	M	2,277	167.99	382,513
	3) Chevron	M	261	1,120.00	292,320
608j	Pavement Marking in Reflective TP Paint for 4.0m Arrows	Each	77	2,013.35	80,534
609c	Reflectorized Pavement Aluminium Stud (Raised Profile Type-Single)	Each	943	696.61	656,903
609ci	Reflectorized Pavement Plastic Stud (Raised Profile Type-Single)	Each	759	279.18	211,898
612b	Furnishing and Planting Shrubs Including Maintenance Periods of one year.	Sq.m	1,400	1,529.22	2,140,908
613a	Sprigging	Sq.m	700	484.20	338,940
613b	Sodding	Sq.m	700	322.80	225,960
613c	Top Soil				
	i) for Shrubs & Plants (60 cm deep)	Sq.m	1,400	411.55	576,170
	ii) for Grass (25 cm deep)	Sq.m	700	210.77	147,539
SP-100	Gantry Sign				
	a) Type-I (Single Post Double Arm)	Each	2	1,001,668.80	2,003,338
	b) Type-II (Full Width Post)	Each	2	1,797,175.20	3,594,350
TOTAL BILL NO. 6 : ANCILLARY WORKS					12,690,009

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EXISTING RIGHT TURN BRIDGE, KARACHI**

BILL OF QUANTITIES

BILL NO. 7 : ELECTRICAL WORKS

Spec No.	Item Description	Unit	Estimated Quantity	Rate (Rs.)	Amount (Rs.)
1	Providing, installation, testing and commissioning of following Octagonal lighting pole, hot dipped galvanized from inside and outside with 4mm wall thickness including base plate anchor bolt, nuts and washer, self inspection door with special keys, cable connection box etc., (detail shown on the drawings), Complete in all respects as per specification and drawings.				
a	10 m High Single Arm Pole	Nos.	52	54,080.00	2,812,160
b	10 m High Double Arm Pole	Nos.	4	57,460.00	229,840
c	10 m/ 8 m High Double Arm Split type Pole	Nos.	2	57,460.00	114,920
d	8 m High Single Arm Pole	Nos.	35	37,180.00	1,301,300
2	Construction and installation of pole foundation in concrete class "A", reinforcement as per AASHTO M31, lean concrete etc. Excavation and backfilling for the Pole foundation shall be included in this job. Complete in all respects as per specifications and drawings.	Job.	93	13,100.00	1,218,300
3	Providing, installation, testing and commissioning of 120 W LED (IP-65) street light fixture , complete in all respects, as per specification and drawing. Lighting fixture samples must be submitted to Consultant for approval.	Nos.	64	90,820.00	5,812,480
4	Providing, installation, testing and commissioning of 90 W LED (IP-65) street light fixture , complete in all respects, as per specification and drawing. Lighting fixture samples must be submitted to Consultant for approval.	Nos.	35	62,750.00	2,196,250
5	Providing, installation, testing and commissioning of 50W LED (IP-65) Flood Light fixture, wall mounted for underpass /Under Bridge lighting. Complete in all respect, as per specification and drawing.	Nos.	40	43,750.00	1,750,000
6	Providing, installation, testing and commissioning of Wall mounted RGB Color light with 15 W LED (IP-65) Light fixture for Under Bridge lighting. Complete in all respect, as per specification and drawing. Lighting fixture samples must be submitted to Consultant for approval.	Nos.	34	43,750.00	1,487,500
7	Providing, installation, testing and commissioning of Floor mounted Flood light with 70 W SON-T lamp Warm White 3000k (IP-65) Light fixture, for Monument area. Complete in all respect, as per specification and drawing. Lighting fixture samples must be submitted to Consultant for approval.	Nos.	3	19,820.00	59,460

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EXISTING RIGHT TURN BRIDGE, KARACHI**

BILL OF QUANTITIES

BILL NO. 7 : ELECTRICAL WORKS (Continued)

Spec No.	Item Description	Unit	Estimated Quantity	Rate (Rs.)	Amount (Rs.)
8	Providing, installation, testing and commissioning of 12 W LED Mono Spot light for Monument. Complete in all respect, as per specification and drawing. Lighting fixture samples must be submitted to Consultant for approval.	Nos.	10	11,600.00	116,000
9	Providing, installation, testing and commissioning of following outdoor type IP65 rated Pad mounted Lighting Control Panel (LCP) on concrete pad. This job include with all civil works as per drawing and specifications, complete in all respect:				
a	LCP INCOMING 1 No.63A TP MCCB (Ics 15 kA) Timer contactor with Photo Sensor OUTGOING 5 Nos.16A,TP MCCB 5 Nos.10A,TP MCCB	No.	1	422,600.00	422,600
10	Providing, installation, testing and commissioning of following Distribution Board for Underpass (DB-UP) on Wall mounted. As per drawing and specifications, complete in all respect:				
a	DB-UP INCOMING 1 No.40A TP MCCB (Ics 15 kA) OUTGOING 7 Nos.10A,TP MCCB	No.	1	277,230.00	277,230
11	Providing, installation, testing and commissioning of following Motor Control Centre (MCC) for Pumps on Wall mounted located in pump room. As per drawing and specifications, complete in all respect:				
a	MCC INCOMING 1 No.100A TP MCCB (Ics 15 kA) OUTGOING 3 Nos.50A,TP MCCB 2 Nos.40A,TP MCCB	No.	1	207,925.00	207,925
12	Supply, installation, testing and commissioning of 100A, Automatic Transfer Switch (ATS) with manual bypass switch located in MCC pump room as per specifications and drawings, complete in all respects.	No.	1	335,000.00	335,000

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EXISTING RIGHT TURN BRIDGE, KARACHI**

BILL OF QUANTITIES

BILL NO. 7 : ELECTRICAL WORKS (Continued)

Spec No.	Item Description	Unit	Estimated Quantity	Rate (Rs.)	Amount (Rs.)
13	Providing, installing, testing and commissioning of following sizes of 600/1000 volts grade copper conductor armoured cables from Nearest power supply upto Transformer, Transformer to FP, FP to ATS Panel, ATS Panel to Generator, ATS Panel to MCC, FP to LCP, FP to DB-UP, FP to LED screens, LCP to Lighting Pole, Lighting Pole to Lighting Pole, LCP to Under Bridge light point and Under Bridge light point to Under Bridge light point, directly buried in already excavated trench of size as it may required. Complete in all respect, as per specification and drawing.				
a	4c- 120 Sq.mm Cu.PVC/SWA/PVC +1c-70 sq.mm PVC as ECC	Rm	60	8,980.00	538,800
b	4c- 50 Sq.mm Cu.PVC/SWA/PVC +1c-25 sq.mm PVC as ECC	Rm	80	3,755.00	300,400
c	4c- 25 Sq.mm Cu.PVC/SWA/PVC +1c-16 sq.mm PVC as ECC	Rm	40	1,970.00	78,800
d	4c- 16 Sq.mm Cu.PVC/SWA/PVC +1c-16 sq.mm PVC as ECC	Rm	1,800	1,425.00	2,565,000
e	4c- 10 Sq.mm Cu.PVC/SWA/PVC +1c-10 sq.mm PVC as ECC	Rm	3,200	890.00	2,848,000
14	Excavation of trenches in hard / soft soil and back filling after laying of cable, cost including providing fresh sand 6" above and 6" under cable, laying protection bricks on sand, warning tape and backfilling, compaction etc. as per drawing and specification, complete in all respect.	Cum.	2,800	400.00	1,120,000
15	Providing, installing, testing and commissioning of following sizes of 600/1000 volts grade copper conductor armoured cables from MCC to Isolators and Isolators to control panel for Pumps, in cable trunking system run in pump room. Complete in all respect, as per specification and drawing.				
a	4c- 16 Sq.mm Cu.PVC/PVC +1c-16 sq.mm PVC as ECC	Rm	30	1,280.00	38,400
16	Supply, installation, testing and commissioning of Circuit wiring from DB-UP to 1st light point (underpass) with 4c-4 Sq.mm 600/1000V PVC/PVC + 1c-4 Sq.mm PVC as ECC single core PVC insulated copper wires in 50 mm dia. PVC conduit, with all conduit accessories. Complete in all respects, as per specification and drawing.	Nos.	4	9,835.00	39,340
17	Supply, installation, testing and commissioning of Wiring from Light Point to Light Point (underpass) with 4c-4 Sq.mm 600/1000V PVC/PVC + 1c-4 Sq.mm as ECC single core PVC insulated copper wires in 50 mm dia PVC conduit with all conduit accessories. Complete in all respect, as per specification and drawing.	Nos.	64	2,625.00	168,000
18	Supply, installation, testing and commissioning of Circuit wiring from LCP to 1st light point (Under Bridge) with 4c-4 Sq.mm 600/1000V PVC/PVC + 1c-4 Sq.mm PVC as ECC single core PVC insulated copper wires in 50 mm dia. PVC conduit, with all conduit accessories. Complete in all respects, as per specification and drawing.	No	1	25,800.00	25,800

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**OFFICE OF THE PROJECT DIRECTOR LOCAL GOVERNMENT
GOVERNMENT OF SINDH**

**CONSTRUCTION OF DRIGH ROAD UNDERPASS ALONG SHAIHRAH-E-FAISAL INCLUDING RESTORATION OF
EXISTING RIGHT TURN BRIDGE, KARACHI**

BILL OF QUANTITIES

BILL NO. 7: ELECTRICAL WORKS (Continued)

Spec No.	Item Description	Unit	Estimated Quantity	Rate (Rs.)	Amount (Rs.)
19	Supply, installation, testing and commissioning of Wiring from Light Point to Light Point (Under Bridge) with 4c-4 Sq.mm 600/1000V PVC/PVC + 1c-4 Sq.mm as ECC single core PVC insulated copper wires in 50 mm dia PVC conduit with all conduit accessories.Complete in all respect, as per specification and drawing.	Nos.	5	19,500.00	97,500
20	Supply, installation, testing and commissioning of Circuit wiring from LCP to 1st.light point (Monuments) with 4c-6 Sq.mm 600/1000V PVC/PVC + 1c-6 Sq.mm PVC as ECC single core PVC insulated copper wires in 50 mm dia. Rigid PVC conduit, with all conduit accessories. Complete in all respects, as per specification and drawing.	No.	1	26,060.00	26,060
21	Supply, installation, testing and commissioning of Wiring from Light Point to Light Point (Monuments) with 4c-6 Sq.mm 600/1000V PVC/PVC + 1c-6 Sq.mm as ECC single core PVC insulated copper wires in 50 mm dia Rigid PVC conduit with all conduit accessories.Complete in all respect, as per specification and drawing.	Nos.	12	5,215.00	62,580
22	Providing and laying of following sizes of uPVC class "D" Pipes for Road crossing. Buried in ground as per drawing. Including excavation for laying of pipe and backfilling as per specification and drawing,complete in all respect.				
a	150 mm dia Upvc	Rm	400	4,645.00	1,858,000
23	Providing, installing, testing and commissioning of 3 Core 2.5 Sq.mm PVC / PVC, 450/750 volts grade cable for each light from cable terminal box to luminaries complete in all respect.	Rm	1,000	250.00	250,000
24	Providing, installation, testing and commissioning of Terminal Box IP 65 including 1 No. 3A Circuit Breaker with terminals , complete in all respect.	Nos.	87	3,330.00	289,710
25	Providing, installation, testing and commissioning of Terminal Box IP 65 including 2 No. 3A Circuit Breaker with terminals , complete in all respect.	Nos.	6	4,660.00	27,960
26	Supply, installation, testing & commissioning of 100 KVA, Pole mounted Transformer. Including all accessories such as Poles, platform, cross arms, insulated copper conductor, dropout fuse switches complete in all respect as per drawing and K-Electric specifications	No.	1	627,585.00	627,585

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**OFFICE OF THE PROJECT DIRECTOR LOCAL GOVERNMENT
GOVERNMENT OF SINDH**

**CONSTRUCTION OF DRIGH ROAD UNDERPASS ALONG SHAIHRAILE-FAISAL INCLUDING RESTORATION OF
EXISTING RIGHT TURN BRIDGE, KARACHI**

BILL OF QUANTITIES

BILL NO. 7: ELECTRICAL WORKS (Continued)

Spec No.	Item Description	Unit	Estimated Quantity	Rate (Rs.)	Amount (Rs.)
27	Providing, installing, testing & commissioning of following Pad mounted type Feeder Pillar (F.P) made with 14/16 SWG sheet metal, Weather proof, dust protected, vermin proof housing, conforming to protection class (IP-65), epoxy powder coated paint with approved color, having all the necessary accessories and protections, etc. as per specifications and SLD complete in all respect. with providing shop drawings, manual and warranty documents to owners representative / Consultant				
a	Feeder Pillar (FP) INCOMING 1 No.160A TP MCCB (1cs 35 kA) OUTGOING 1 No.100A,TP MCCB 4 Nos 40A,TP MCCB 1 No.63A,TP MCCB	No.	1	880,375.00	880,375
28	Providing and Construction of RCC foundation (PAD) for respective Feeder Pillar's (FP). construction with class "C" concrete used water resistance Chemical , water proofing material applied on structure surfaces are concealed below FGL / FFL, Pad size as per base of FP as per K-Electric Specification and as directed by the consultant, complete in all respect.	Job.	1	13,100.00	13,100
29	Supply, installation, testing & commissioning of 60 KVA (Prime Power Rated) 3 phase- 4 wire- 400V Diesel Generator set with weatherproof/sound proof canopy and Electronic Governor, ATS, an advanced LCD Display control panel (Programmable), as per specification. Including transportation up to site and safety store. Exhaust piping, ducting, critical silencer with elbow, base fuel tank (8 hrs. min) etc. also inclusive of Power cable end termination. Complete in all respect.	No.	1	2,833,100.00	2,833,100
30	Prepare RCC base as foundation/pad for above Generator (as per recommendation of manufacturer & specification), with the approval of engineer, complete in all respect.	Job.	1	150,000.00	150,000
31	Providing, Installation and commissioning of K-Electric tested kWh meter etc. for D.G. Set to comply with all requirements of Electrical Inspector etc. for getting necessary approval.	No.	1	40,000.00	40,000
32	Getting necessary approval/ NOC's for installation of above generator from concerned Authorities (Electric Inspector), inclusive of Official and unforeseen expenses, etc. complete in all respects	Job.	1	150,000.00	150,000
33	Supply and handing over to client representative of standard spare parts as recommended by the manufacturer for operation of 1000 hours for D.G. Set (Itemized list of spares to be provided as per specification).	Lot.	1	150,000.00	150,000

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**OFFICE OF THE PROJECT DIRECTOR LOCAL GOVERNMENT
GOVERNMENT OF SINDH**

**CONSTRUCTION OF DRIGH ROAD UNDERPASS ALONG SHAIIRAI-E-FAISAL INCLUDING RESTORATION OF
EXISTING RIGHT TURN BRIDGE, KARACHI**

BILL OF QUANTITIES

BILL NO. 7 : ELECTRICAL WORKS (Continued)

Spec No.	Item Description	Unit	Estimated Quantity	Rate (Rs.)	Amount (Rs.)
34	Supply, installation, testing & commissioning of following Isolator Switch for Pumps etc., in 16 SWG sheet metal steel enclosure with neutral and earth terminal strips, including all accessories as shown on the drawing, complete in all respect.				
a	50A, TPN Weatherproof type	Nos.	3	40,000.00	120,000
35	Supply, installation, testing and commissioning of earthing pit with 3 meter long 20 mm dia earth copper rod for Transformer, Generator, Feeder Piller, LCP, DB-UP, MCC and end of every circuit directly driven to ground to obtain earth resistance not more than 1 ohm. as per drawing, complete in all respect.	Nos.	16	45,800.00	732,800
36	Providing, installation, testing & commissioning of following PVC insulated (yellow/green) earth continuity cable from earth pit to respective Transformer, Generator, Feeder Piller, MCC, DB-UP, L.C. between pole to pole, in PVC conduit. Complete in all respects, as per specification and drawing.				
a	1c- 70 Sq. mm as ECC	Rm	90	1,150.00	103,500
b	1c- 25 Sq. mm as ECC	Rm	80	500.00	40,000
c	1c- 16 Sq. mm as ECC	Rm	1,300	350.00	455,000
d	1c- 10 Sq. mm as ECC	Rm	1,800	250.00	450,000
37	Dismantling & Removing of existing street Light poles, light fixture and other accessories from site and handover to KMC.	Job.	1	400,000.00	400,000
BILL NO. 7 : ELECTRICAL WORKS					35,820,775

SEAL OF THE COMPANY

SIGNATURE OF BIDDER

**OFFICE OF THE PROJECT DIRECTOR LOCAL GOVERNMENT
GOVERNMENT OF SINDH**

**CONSTRUCTION OF DRIGH ROAD UNDERPASS ALONG SHAIHRAH-E-FAISAL INCLUDING RESTORATION OF
EXISTING RIGHT TURN BRIDGE, KARACHI**

BILL OF QUANTITIES

BILL NO. 8 : TRAFFIC DIVERSION

Spec No.	Item Description	Unit	Estimated Quantity	Rate (Rs.)	Amount (Rs.)
101	Clearing and Grubbing	Sq.m	4,116	25.82	106,275
104	Compaction of Natural Ground	Sq.m	4,116	27.83	114,548
106	Excavate unsuitable or Surplus material	Cu.m	2,500	344.62	861,550
109a	Sub Grade Preparation in Earth Cut	Sq.m	6,860	77.41	531,021
201	Granular Subbase	Cu.m	1,680	1,540.96	2,588,813
202	Crushed Aggregate Base Course	Cu.m	2,155	1,740.12	3,749,959
203a	Asphaltic Base Course - Plant Mix (Class B)	Cu.m	594	18,441.86	10,954,465
209a	Breaking of Existing Road Pavement Structure	Cu.m	1,781	610.22	1,086,512
302	Bituminous Prime Coat (Cut-Back)	Sq.m	4,710	120.53	567,696
303	Bituminous Tack Coat (Emulsified)	Sq.m	9,936	41.98	417,113
401a3ii	Concrete Class A3 (On Ground)	Cu.m	85	11,829.63	1,006,110
404b	Reinforcement as per AASHTO M. 31 Grade 60	Tons	13	105,000	1,337,321
607	Traffic Road Sign				
	a) Category 1	Each	5	15,414.84	77,074
	b) Category 2	Each	5	18,719.24	93,596
	c) Category 3a	Each	12	29,304.56	351,655
	d) Category 3b	Each	3	54,066.07	162,198
601d(i)	RCC New Jersey Barrier Precast	M	700	11,693.29	8,185,303
TOTAL BILL NO. 8 : TRAFFIC DIVERSION					32,191,209

SEAL OF THE COMPANY

SIGNATURE OF BIDDER

OFFICE OF THE PROJECT DIRECTOR LOCAL GOVERNMENT
GOVERNMENT OF SINDH

CONSTRUCTION OF DRIGH ROAD UNDERPASS ALONG SHAIKRAH-E-FAISAL INCLUDING RESTORATION OF
EXISTING RIGHT TURN BRIDGE, KARACHI

BILL OF QUANTITIES

BILL NO. 9 : ARCHITECTURE WORKS

Spec No.	Item Description	Unit	Estimated Quantity	Rate (Rs.)	Amount (Rs.)
101	Monument 1- I AM KARACHI	Piece	10	75,000.00	750,000
102	Monument 2- Cube with Silhouettes	Piece	1	3,000,000.00	3,000,000
201	Low height Limestone fencing	Cu. ft	1,350	150.00	202,500
202	Grass	Sq.m	3,674	592.00	2,175,256
301	Wall Plaster with Grooves	Sq.m	2,930	645.00	1,890,000
302	Epoxy Paint	Sq.m	5,355	1,182.50	6,331,971
TOTAL BILL NO. 9 : ARCHITECTURE WORKS					14,349,727

SEAL OF THE COMPANY

SIGNATURE OF BIDDER



Local Government Department

BID DOCUMENTS

FOR

**CONSTRUCTION OF UNDERPASS AT SUB-MARINE
CHOWRANGI KARACHI**

VOLUME-I

BIDDING DOCUMENT



EA Consulting Pvt Ltd

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BID DOCUMENTS

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VOLUME-I:

- Notice Inviting Tender (NIT)
- Instruction to Bidders
- Bidding Data
- Forms of Bid and Appendices to Bid
- Forms
- Part-I – General Condition of Contract
- Part-II – Special Condition of Contract

VOLUME-II: BILL OF QUANTITIES

VOLUME-III: SPECIFICATIONS

VOLUME-IV: DRAWINGS

INVITATION FOR BIDS

INVITATION FOR BIDS

Refer Notice Inviting Bids/Tenders published in News papers

INSTRUCTIONS TO BIDDERS

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INSTRUCTIONS TO BIDDERS

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 Annexure "B".

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 bidders 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 0.30% 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

Bidding Data

Instructions to Bidders

Clause Reference

- 1.1 Name and address of the procuring agency:

Project Director
Mega Scheme Karachi
Local Government Department,
Ground Floor, Sindh Secretariat Building No.5,
Tughlaq House Kamal Attaturk Avenue,
Karach
Telephone No: 021-99212314

- 1.2 Name of the Project and Summary of the works:

Name of Project:

Mega Scheme For Karachi

Name of Work

**“CONSTRUCTION OF UNDERPASS AT SUB-MARINE CHOWRANGI
KARACHI”**

- 1.2 The successful bidder will be expected to complete the works within the time specified in Special Stipulations (Appendix-A).

- 2.1 Name of the Funding Source;
Government of Sindh

- 3.1 Delete IB Cause 3.1 (c) (i)

- 2.1 Type of Financing/Scheme Cost
ADP

- 8.1 Time limit for clarification:
The written clarification should reach the addressee of the NIT on any working day but not later than 5 working days prior to last date of submission.

- 10.1 Bid language:
English

- 11.1(a) The bidder along with letter of authorization shall submit the (i) Registration Certificate with Sindh Revenue Board, Government of Sindh (ii) PEC Registration Certificate for 2016 in category C2 CE01 & CE-02 (iii) NTN Certificate (iv) Professional Tax payment. The failure to submit above mentioned documents shall lead to rejection of bid.

- 11.1(b) Deleted

- 11.1(c) Add following
The bidder shall submit the detailed CVs of proposed staff as per the requirement laid down in Appendix K. It is mandatory for the successful

bidder to mobilize the same staff proposed in Appendix K after approval from the Engineer

- 13.1 Bidders to quote entirely in Pak. Rupees, foreign currency is not applicable.
- 14.1 Period of Bid Validity:
90 days with 30 days extension in time as per SPP Rules 2010
- 15.1 Amount of Bid Security:
2% of the estimated amount
- 16.1 Alternate bid:
Alternate Bid is not allowed
- 17.1 Venue, time, and date of the pre-Bid meeting:
As Per Mentioned in Letter.
- 18.4 Number of copies of the bid to be completed and returned:
One original + Two Copies
- 19.2 (a) Procuring Agency's address for the purpose of bid submission:
As Per Mentioned in Letter.
- (b) Name and Identification Number of the Contract:
As Per Mentioned in Letter.
- 20.1 (a) Deadline for submission of bids:
As Per Mentioned in Letter.
- (b) Venue, time, and date of bid opening:
As Per Mentioned in Letter.
- 28.4 If the successful bidder failed to submit Performance Security of increased amount within fourteen (14) days of demand by the PA, his bid shall be cancelled and his bid security shall be forfeited.
- 32.1 Standard form and amount of Performance Security acceptable to the procuring agency:
5% of Contractual Value in shape of Bank Guarantee in the format as specified in the format attached at Annexure "D"
- 32.3 Stamp duty
The Contract will be executed on a non-judicial stamp paper of the value @ 0.35% of the contract value. The cost of the stamp duty shall be borne by the successful bidder.

**FORM OF BID
AND
APPENDICES TO BID**

FORM OF BID

Bid Reference No. _____
 (Name of Contract/Work)

To: _____

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.
1. 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: _____

Appendix-A to Bid

SPECIAL STIPULATIONS
Particular Conditions of Contract- Part A

	Description	General Conditions Clauses	Stipulations
1	Employer's name and address	1.1.2.2 & 1.3	Project Director Mega Scheme Karachi Local Government Department, Ground Floor, Sindh Secretariat Building No.5, Tughlaq House Kamal Attaturk Avenue, Karach Telephone No: 021-99212314 Employer's Representative, Chief Engineer, Local Government Department
2	Engineer's name and address	1.1.2.4 & 1.3	EA Consulting (Pvt) limited AL-9, 15 th Lane, Khayaban-e-Hilal, DHA Phase VII, Karachi Telephone No: 021-111-111584 Fax No: 021-35841825
5	Governing Law	1.4	The Laws of Islamic Republic of Pakistan.
6	Ruling language	1.4	English
7	Language for communications	1.4	English
8	Time for access to the Site	2.1	Immediately after Commencement Date
9	Engineer representing Consulting Firm hired by the procuring agency to issue variation in case of emergency	3.1	Up to 1% of the contract price stated in the Letter of Acceptance.
10	Amount of Performance Security	4.2	The performance security will be in the form of a "unconditional, irrevocable and acceptable bank guarantee" in the amount of 5% (Five percent) of the contract price stated in the Letter of Acceptance.
11	Subcontract.	4.4	The aggregate amount of the Works subcontracted shall not exceed 30% of the Contract Price.
13	Time for Commencement	8.1	Within 07 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.
14	Time for Completion)	8.2	180 days from the date of receipt of Engineer's Notice to Commence.
15	Time for Furnishing Programme	8.3	Within 14 days from the date of receipt of Letter of Acceptance.
16	Revised Programme	8.3	Revised Programme to be submitted within 7 days of the Engineer's notice.
17	Delay damages for the Works	8.7 & 14.15(b)	0.1% of the Contract Price per day, Also, other charges mentioned in Special/Particular Conditions of Contract
18	Maximum amount of delay damages	8.7& 14.15(b)	10% of the final Contract Price & Also, other charges mentioned in Part B, Particular Conditions of Contract
19	Defects Liability Period	11.1	365 days from the effective date of Taking Over Certificate.
22	Mobilization Advance	14.2	10% Percentage of the Accepted Contract Amount. First Installment: 50% of total Advance Payment shall be made after fulfilling all the requirements provided in Conditions of the Contract. Second Installment: Remaining 50%, on mobilization of Plant, equipment and other resources at site by the Contractor to the satisfaction of the Engineer.
23	Recovery of Mobilization Advance	14.2(b)	From five consecutive IPCs in equal installments including 10% per annum interest
24	Percentage of Retention	14.3	10 % of the amount of Interim/Running Payment Certificate.
25	Limit of Retention Money	14.3	5 % of Contract Price stated in the Letter of Acceptance.
27	Minimum Amount of Interim Payment Certificates	14.6	3 % of the Accepted Contract Amount.
28	Payment	14.7	30days.
32	Minimum amount of Insurance Cover	18.1, 18.2, 18.3 and	Type of cover The Works

		18.4	<p>Amount of cover The sum stated in the Letter of Acceptance plus fifteen percent (15%)</p> <p>Type of cover Contractor's Equipment:</p> <p>Amount of cover Full replacement cost plus fifteen percent (15%)</p> <p>Type of cover Third Party-injury to persons and damage to property</p> <p>The Third Party compensation Policy must contain following conditions of indemnification per occurrence with the number of occurrence unlimited:</p> <ul style="list-style-type: none"> i) in case of death, Pak Rs. 1,000,000/= per person ii) in case of major injury, Pak Rs. 500,000/= per person iii) in case of minor injury, Pak Rs. 100,000/= per person iv) in case of damage to property, full amount of repair/replacement as the case may be. <p>Workers:</p> <ul style="list-style-type: none"> i) in case of death, Pak Rs. 1,000,000/= per person ii) in case of major injury, Pak Rs. 500,000/= per person iii) in case of minor injury, Pak Rs. 100,000/= per person <p>Other cover: Contractor's All Risk Policy (In each case name of insured is Contractor and Procuring Agency)</p>
37	Rules of arbitration	20.6(a)	<p>Rules and Provisions of Arbitration Act 1940 of Islamic Republic of Pakistan enforced for the time being.</p> <p>The Place of Arbitration shall be Karachi.</p>

FOREIGN CURRENCY REQUIREMENTS

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

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

"Not Applicable"

**PRICE ADJUSTMENT UNDER CLAUSE 13.8
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)	Cement – in bags		Government of Pakistan (GoP) Federal Bureau of Statistics (FBS) Monthly Statistical Bulletin.
(iii)	Reinforcing Steel		
(iv)	Bitumen		“ “ “
Total		1.000	

Notes:

- 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.
- Any fluctuation in the indices or prices of materials other than those given above shall not be subject to adjustment of the Contract Price.
- 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)	Bitumen		“ ” “ ”
(iv)	RCC Pipe		“ ” “ ”
(v)	uPVC pipes		“ ” “ ”
Total five items.			

"Not Applicable"

Notes:

1. Cost element “(i)” to “(iii)” are taken from the Government of Pakistan Federal Bureau of Statistics, Monthly Statistical Bulletin. The base cost 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 prices of materials other than those given above shall not be subject to adjustment of the Contract Price.

BILL OF QUANTITIES

Preamble

1. The Bill of Quantities shall be read in conjunction with the Instructions to Contractors, General and Particular 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 ordered and carried out, as measured by the Contractor and verified by the Engineer and valued at the rates and prices bid in the Bill of Quantities, where applicable, and otherwise at such rates and prices as the Engineer may fix within the terms of the Contract.
3. Any items of work / material shown in the drawings or identified in the specifications and not shown in the BOQ, cost of such work / material shall be deemed to have been included in the rates for items given in the BOQ. No additional payment shall be made for such work / material.
4. The rates, premium and prices bid in the Bill of Quantities shall, except insofar as it is otherwise provided under the Contract, include all Constructional Plant, labour, supervision, materials, erection, maintenance, insurance, profit, taxes and duties, together with all general risks, liabilities and obligations set out or implied in the Contract.
5. The whole cost of complying with the provisions of the Contract shall be included in the items provided in the Bill of Quantities, and where no Items are provided the cost shall be deemed to be distributed as the percentage entered in Bid BOQ.
6. General directions and descriptions of Work and materials are not necessarily repeated or summarized in the Bill of Quantities. Reference to the relevant sections of the Contract Documents shall be made before entering percentage against cost of the total work.
7. Wherever concrete is in contact with natural ground, SR cement shall be used in concrete instead of ordinary portland cement.

BILL OF QUANTITIES

PROPOSED CONSTRUCTION SCHEDULE

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

Description	Time for Completion
1) Whole works	(As per Appendix A)

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.]

Sr. No.	Description of Equipment	Capacity & Horse Power	Minimum Requirement (Qty. in No.)	Proposed by the Bidder
1	Bulldozer	200 HP	3	
2	Motor Grader	140 HP	4	
3	Vibratory Roller	10 - 12 Ton	4	
4	Pneumatic Roller	18 - 21 Ton	3	
5	Tandem Roller	8 - 12 Ton	2	
6	Wheel Loader	2.5 Cum	4	
7	Plate Compactor	11 HP (230 KG)	2	
8	Dump Truck	18 Ton	10	
9	Dump Truck	10 Ton	8	
10	Excavator	105 HP	4	
11	Water Tanker	10,000 Ltr	4	
12	Aggregate Crushing & Screening Plant	45 Ton/hr	1	
13	Asphalt Plant	120 Ton/Hr	1	
14	Asphalt Distributor	3,000 Ltr	1	
15	Asphalt Paver	145 HP (3-6m wide)	2	
16	Concrete Batching Plant	30 Cum	1	
17	Wheel Tractor	80 Hp	4	
18	Concrete Transit Mixer	6 Cum	2	

19	Concrete Vibrator	5 HP	2	
20	Road Marking Machine	Heavy Duty	1	
21	Concrete Mixer	1 Cum	3	
22	Air Compressor	300 CFM	2	
23	Pneumatic Jack Hammer	-	2	
24	Crane	25 Ton	2	
25	Water Pump	4" Delivery	3	
26	Concrete Pump		2	
27	Pilling equipments		2	

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.

Appendix-I to Bid

LIST OF SUBCONTRACTORS

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

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

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

ESTIMATED PROGRESS PAYMENTS (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

Monthly/Quarter Period	Amounts (in thousands)
1	2

**ORGANIZATION CHART
FOR THE
SUPERVISORY STAFF AND LABOUR**
(To be filled in by the bidder)

PROPOSED STAFF

(Detailed CVs of following Key staff shall be provided, it is mandatory. PEC registration Certificate and qualification certificates/degrees etc shall also be provided. It will be mandatory for successful bidder to mobilize same staff as proposed below after the approval of the Engineer. The proposed staff must be employee of the bidder)

Position	Qualification & Experience	Proposed Staff			
		Name	Qualification	Total Exp.	Relevant. Rxp
Project Manager	Qualification Msc (Civil) with 08 years experience (3 years relevant experience) or BE (Civil) with 15 years experience (8 years relevant experience).				
Planning Engineer	BE (Civil) with 10 years experience				
Contracts Engineer	BE (Civil) with 10 years experience				
Structures Engineers	BE (Civil) with 10 years experience with 08 years relevant experience of bridges.				
Highway Engineer	BE (Civil) with 10 years experience with 08 years relevant experience of bridges.				
Electrical Engineer	BE (Elect) with 10 years experience with 08 years relevant experience of bridges.				
Material Engineer	Msc (Geology) with 10 years experience				
Site Engineers (2 No.)	BE (Civil), with 8 years experience, Experience 3 bridges assignments,				
Sr. Surveyor	Diploma in Civil, Number (01), 10 years experience, Experience 3 Similar Assignments				
Surveyors	Diploma in Civil, Number (04), 5 years experience, Experience 1 Similar Assignments				
Quantity Surveyor	Diploma in Civil, Number (04), 10 years experience, Experience 3 Similar Assignments				

(INTEGRITY PACT)

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

(FOR CONTRACTS WORTH RS. 10.00 MILLION OR MORE)

Contract No. _____ Dated _____

Contract Value: _____

Contract Title: _____

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

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

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

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

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

.....

[Procuring Agency] [Contractor]

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 fulfillment 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 11, 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)

CA-1

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 completed Appendices to Bid (B, C, E to L);
 - (h) The Drawings;
 - (i) Special provisions
 - (i) The NHA General Specifications
 - (j) The Priced Bill of Quantities (Appendix-D to Bid);
 - (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 fulfillment of any of his obligations for which the advance payment is made, the Guarantor shall be liable to the procuring agency for payment not exceeding the aforementioned amount.

Notice in writing of any default, of which the procuring agency shall be the sole and final judge, 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. _____

(Name Title & Address)

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 WITNESSETH 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 :-

- a. 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.

- b. 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.
- c. 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.
- d. That the Contractor shall make at his own cost all necessary and adequate arrangement for the proper watch, safe custody and protection against all risks of the said material and that until used in construction as aforesaid the said materials shall remain at the site of the said works in the Contractor's custody and at his own risk and on his own responsibility and shall at all times be open to inspection by (he Divisional Officer or any officer authorized by him. In the event of the said materials of any part (hereof being stolen, destroyed or damaged or becoming deteriorated in a greater degree than is due to reasonable use and wear thereof Contractor will forthwith replace the same with other materials of like quality or repair and make good the same as required by the Divisional Officer and the materials so brought to replace the said materials so repaired and made good shall also be considered as security for the said amount.
- e. 'Hurt the said materials shall not on any account be removed from the site of the said works except with the written permission of the Divisional Officer or an officer authorized by him in that behalf
- f. 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.
- g. at if the Contractor shall at any time make any default in the performance or observation in any respect of any of the terms and provisions of the said agreement or of these presents the total amount of the advance or advances that may still be owing to the Government shall immediately on the happening of such default be repayable by the Contractor to the Government together with interest thereon at twelve percent per annum from the date or respective dates of such advance or advances to the date or repayment and with all costs, charges, damages and expenses incurred by the Government in or for the recovery thereof or the enforcement of this security or otherwise by reason of (he default of the Contractor and any moneys so becoming due and payable shall constitute a

debt due from the Contractor to the Government and the Contractor hereby covenants and agrees with the Government to repay and the same respectively to it accordingly.

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

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

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

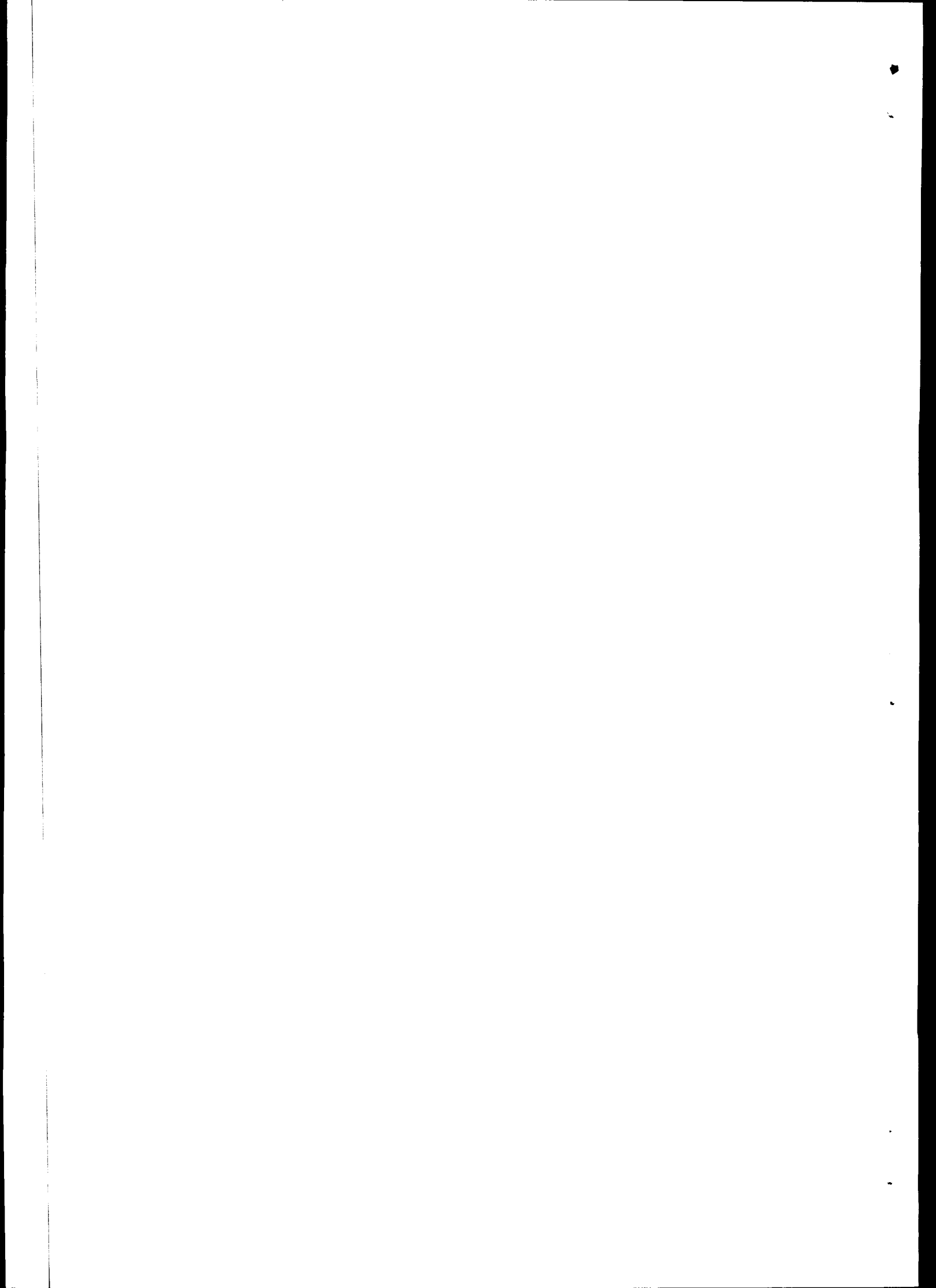
Signed, sealed and delivered by*

In the presence of

1st witness

2nd witness

SEAL



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).

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

FIDIC CASE POSTALE, CH-1215 Switzerland;

Tel. +41 22 799 49 00;

Fax; +41 22 799 49 01

E-mail: fidic@fidic.org.

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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"

The Employer is:

Project Director
Mega Scheme Karachi
Local Government Department,
Ground Floor, Sindh Secretariat Building No.5,
Tughlaq House Kamal Attaturk Avenue,
Karach
Telephone No: 021-99212314

Employer's Representative is:

Chief Engineer
Mega Scheme Karachi,
Local Government Department,

- 1.12.4 The Engineer is:

EA Consulting (Pvt) Limited
A1-9, 15th Lane, Khayaban-e-Hilal,
Phase VII, DHA
Karachi.

- 1.1.2.9 "DB" is synonymous with "Committee".
- 1.1.3.1 Replace 28 days by 7 days in LCB and 15 days in ICB.
- 1.1.3.7 "Defects notification Period" is synonymous with "Defects liability Period".

- 1.15 **Inspections and Audit by the Bank**

Deleted

- 3.1 Engineer's Duties and Authority.**

The following paragraph is added after duties:

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

4.3 Contractor's Representative

The following text is to be added after last line:

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

6.10 Records of Contractor's Personnel and Equipment

The following paragraphs added: The Contractor shall, upon request by the Engineer at any time in relation to any time 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 form of:

- a) Critical Path Method (CPM) identifying the critical path/activities.

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 is deleted in entirety.

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

The Employer if requested by the Contractor shall make an advance payment for mobilization and cash flow support, when the Contractor submits a guarantee in accordance with this Sub-Clause. The total advance payment, the number and timing of installments (if more than one) shall be as stated in the Appendix A.

The Advance Payment (if required) shall be paid in two equal installments after the following conditions have been fulfilled.

Installment-1: 50% of the total amount of the Advance Payment

- That the Contract Agreement has been signed by the Parties.
- The Contractor has submitted bank guarantee for the full amount of the advance payment in the form of irrevocable without recourse bank guarantee.
- The Contractor has submitted the Performance Security in the form as prescribed in Sub-Clause 4.2.
- The Contractor has submitted the Programme of Works in the form detailed in Sub-Clause 8.3 and the Engineer has given his concurrence.

Installmentt-2: Remaining 50% of the total amount of the Advance Payment shall be paid on mobilization of Plant, Equipment and other resources at site by the Contractor to the satisfaction of the Engineer

Unless and until the Employer receives this guarantee, or if the total advance payment is not stated in the Appendix A, this Sub-Clause shall not apply.

The Contractor shall pay interest on the mobilization advance at the rate of 10% per annum on the advance.

The Engineer shall deliver to the Employer and to the Contractor an Interim Payment Certificate for the advance payment or its first installment after receiving a Statement (under Sub-Clause 14.3 [Application for Interim Payment Certificates]) and after the Employer receives (i) the Performance Security in accordance with Sub-Clause 4.2 [Performance Security] and (ii) a guarantee in amount equal to the advance payment. This guarantee shall be issued by an entity and from within a country (or other jurisdiction) approved by the Employer, and shall be in the form annexed to the Particular Conditions or in another form approved by the Employer.

The Contractor shall ensure that the guarantee is valid and enforceable until the advance payment has been repaid, but its amount shall be progressively reduced by the amount repaid by the Contractor as indicated in the Payment Certificates. If the terms of the guarantee specify its expiry date, and the advance payment has not been repaid by the date 28 days prior to the expiry date, the Contractor shall extend the validity of the guarantee until the advance payment has been repaid.

At any time, the bank guarantee shall be valid for an amount not less than the amount of the original Advance Payment less any partial repayment of that Advance Payment which may have been affected. The Contractor shall inform the guaranteeing bank, by letter, counter signed by the Employer, of the required amount of the guarantee from time to time. Reduction of the amount shall not be made without such authorizing letter.

Unless stated otherwise in the Appendix A, the advance payment including interest shall be recovered in 5 equal installments.

If the advance payment has not been repaid prior to the issue of the Taking-Over Certificate for the Works or prior to termination under Clause 15 [Termination by Employer], Clause 16 [Suspension and Termination by Contractor] or Clause 19 [Force Majeure] (as the case may be), the whole of the balance then outstanding shall immediately become due and in case of termination under Clause 15 [Termination by Employer] and Sub-Clause 19.6 [Optional Termination, Payment and Release], payable by the Contractor to the Employer.

In the event that the amount of money certified and due to the Contractor under the contract at any time is less than the total of due repayments of Advance Payment, the balance of the due repayments shall be paid to the Employer by the Contractor within seven days of demand by the Employer. If the balance is not so paid, the Employer shall be empowered to call in sufficient of the Advance payment bank guarantee to cover the said balance.

The Employer shall be empowered to call in the guarantee in whole or in part(s) if the Contractor defaults in the repayment(s) for any reason(s).

14.5 Plants and Materials intended for Works

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

- I. The Contractor shall be entitled to receive from the procuring agency Secured Advance against an INDENTURE BOND in Public Works Account Form No.31 (Fin. R. Form No. 2) acceptable to the procuring agency of such sum as the Engineer may consider proper in respect of non-perishable materials brought at the site but not yet incorporated in the Permanent Works provided that:
 - i. The materials are in accordance with the specifications for the permanent works;
 - ii. Such materials have been delivered to the site and are properly stored and protected against loss or damage or deterioration to the satisfaction and verification of the Engineer/Assistant Engineer but at the risk and cost of the Contractor;

- iii. The Contractor's records of the requirements, orders, receipts and use of materials are kept in a form approved by the Engineer, and such records shall be available for inspection by the Engineer;
- iv. The Contractor shall submit with his monthly statement the estimated value of the materials on site together with such documents as may be required by the Engineer for the purpose of valuation of materials and providing evidence of ownership and payment therefore;
- v. Ownership of such materials shall be deemed to vest in the procuring agency and these materials shall not be removed from the site or otherwise disposed of without written permission of the procuring agency;
- vi. The sum payable for such materials on site shall not exceed 75 % of the (i) landed cost of imported materials, or (ii) ex-factory /ex-warehouse price of locally manufactured or produced materials, or (iii) market price of stands other materials;
- vii. Secured Advance shall not be allowed unless and until the previous advance, if any, is fully recovered;
- viii. Detailed account of advances must be kept in part II of running account bill or a separate statement; and
- ix. Secured Advance may be permitted only against materials/quantities anticipated to be consumed / utilized on the work within a period of 3 months from the date of issue of secured advance and in no case for full quantities of materials for the entire work/contract.

(II) Recovery of Secured Advance:

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

14.8 Delayed Payment

Second Para is replaced with following text:

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

15.2 Termination by Employer

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

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

15.6 Corrupt and fraudulent Practices.

The following text is to be added as 3rd paragraph: Successful Contractor has to provide Integrity Pact (for contracts worth Rs.10.0 million and above). If the Contractor or any of his Subcontractors, agents or servants is found to have violated or involved in violation of the Integrity Pact signed by the Contractor as Appendix-L to his Bid, then the procuring agency shall be entitled to:

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

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

16.4 Payment on Termination

Sub-paragraph (c) is deleted.

17.3 Employer's/ Procuring Agency's Risks

Sub-Clause 17.3 (h) is deleted.

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

18.1 General Requirements for Insurance

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

Costs of such insurances shall be borne by the contractor.

19.6 Optional Termination, Payment and release by the Employer

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

20.6 Arbitration

Text will be replaced as under:

Any dispute in respect of which:

- a. *the decision, of the Dispute Board has not become final and binding pursuant to subclause 20.2, and*

- b. *amicable settlement has not been reached within the period stated in sub-clause 20.5, shall be finally settled*, under the provisions of the Arbitration Act, 1940 as amended or any statutory modification/Rules of Conciliation And Arbitration PEC Islamabad or re-enactment thereof for the time being in force.

The place of arbitration shall be Karachi, in Sindh Province.

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**OFFICE OF THE PROJECT DIRECTOR
LOCAL GOVERNMENT DEPARTMENT
GOVERNMENT OF SINDH**



**BILL OF QUANTITIES
VOLUME - II**

**CONSTRUCTION OF UNDERPASS AT SUB-
MARINE CHOWRANGI, KARACHI**

OFFICE OF THE PROJECT DIRECTOR LOCAL GOVERNMENT
GOVERNMENT OF SINDH

CONSTRUCTION OF SUB-MARINE UNDERPASS

BILL OF QUANTITIES

SUMMARY

BILL NO.	ITEMS OF WORKS	COST (Rs.)
1	CARRIAGEWAY	127,669,805
2	MEDIAN, FOOTPATH, ISLANDS	21,936,494
3	STRUCTURE (UNDERPASS)	328,104,596
4	DRAINAGE & SUMP PUMP	38,806,644
5	ANCILLARY WORKS	15,627,502
6	ELECTRICAL WORKS	39,899,355
7	TRAFFIC DIVERSION	28,906,603
8	ARCHITECTURAL WORKS	14,349,727
9	Total from Bill No. 1 to 8, Amount (A)	615,300,725
10	Cost of Amount (A), after _____% Below/Above (± %) on Rates, Amount (B)	
	Final Quoted BID PRICE	

SEAL OF THE COMPANY

INITIAL

SIGNATURE OF BIDDER

OFFICE OF THE PROJECT DIRECTOR LOCAL GOVERNMENT
GOVERNMENT OF SINDH

CONSTRUCTION OF SUB-MARINE UNDERPASS

BILL OF QUANTITIES

BILL NO. 1 : CARRIAGEWAY

Pay Item No.	Item Description	Unit	Estimated Quantity	Rate (Rs.)	Amount (Rs.)
101	Clearing and Grubbing	Sq.m	1,000	25.82	25,820
102a	Removal of trees 150-300 mm girth	Each	50	421.25	21,063
102b	Removal of trees 301-600 mm girth	Each	30	1,023.68	30,710
102c	Removal of trees 601 mm or over girth	Each	20	4,094.71	81,894
104	Compaction of Natural Ground	Sq.m	1,000	27.83	27,830
106	Excavate unsuitable or Surplus material	Cu.m	30,584	363.29	11,110,861
108c	Formation of Embankment From Borrow Excavation in Common Material	Cu.m	1,000	450.62	450,620
109a	Sub Grade Preparation in Earth Cut	Sq.m	3,097	77.41	239,739
101	Improved Subgrade	Cu.m	466	787.39	366,924
201	Granular Subbase	Cu.m	7,882	1,540.96	12,145,847
202	Crushed Aggregate Base Course	Cu.m	6,898	1,740.12	12,003,348
203a	Asphaltic Base Course - Plant Mix (Class B)	Cu.m	2,761	18,441.86	50,917,975
209a	Breaking of Existing Road Pavement Structure	Cu.m	2,848	610.22	1,737,907
302	Bituminous Prime Coat (Cut-Back)	Sq.m	34,479	120.53	4,155,754
303	Bituminous Tack Coat (Emulsified)	Sq.m	34,479	41.98	1,447,428
305a	Asphaltic Concrete for Wearing Course (Class A)	Cu.m	1,727	19,053.90	32,906,085
TOTAL BILL NO. 1 : CARRIAGEWAY					127,669,805

SEAL OF THE COMPANY

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SIGNATURE OF BIDDER

OFFICE OF THE PROJECT DIRECTOR LOCAL GOVERNMENT
GOVERNMENT OF SINDH

CONSTRUCTION OF SUB-MARINE UNDERPASS

BILL OF QUANTITIES

BILL NO. 2 : MEDIAN, FOOTPATH, ISLANDS

Pay Item No.	Item Description	Unit	Estimated Quantity	Rate (Rs.)	Amount (Rs.)
107e	Common Backfill	Cu.m	1,650	266.89	440,369
217a	Installation of Paving Blocks 60mm thick (Including 30mm thick sand cushion)	Sq.m	5,500	1,460.00	8,030,000
510	Dismantling of Structures & Obstructions (Footpath and Kerb)	Cu.m	2,795	1,645.87	4,600,207
601di	Pre-Cast Edge Block In Place, Type IV	M	2,750	953.29	2,621,548
601dii	Envierete or Equivalent Kerb In Place, Type III (Incl. Excavation, Edge Cutting, Bedding and Haunching Complete in all Respect)	M	5,500	1,135.34	6,244,370
TOTAL BILL NO. 2 : MEDIAN, FOOTPATH, ISLANDS					21,936,494

SEAL OF THE COMPANY

SIGNATURE OF BIDDER

**OFFICE OF THE PROJECT DIRECTOR LOCAL GOVERNMENT
GOVERNMENT OF SINDH**

CONSTRUCTION OF SUB-MARINE UNDERPASS

BILL OF QUANTITIES

BILL NO. 3 : STRUCTURE (UNDERPASS)

Pay Item No.	Item Description	Unit	Estimated Quantity	Rate (Rs.)	Amount (Rs.)
	BARREL				
107a	Structural Excavation in Common Material	Cu.m	1,572	363.58	571,548
107d	Granular Backfill	Cu.m	810	1,589.34	1,287,365
107e	Common Backfill	Cu.m	2,620	267.00	699,540
401a1ii	Concrete Class A1 (On Ground)	Cu.m	1	11,095.56	11,096
401a1iii	Concrete Class A1 (Elevated)	Cu.m	26	11,540.01	300,040
401a3ii	Concrete Class A3 (On Ground)	Cu.m	1,563	11,829.63	18,489,712
401a3iii	Concrete Class A3 (Elevated)	Cu.m	1,981	12,254.40	24,275,966
404a	Reinforcement as per AASHTO M 31 Grade 40	Tons	1	105,000.00	105,000
404b	Reinforcement as per AASHTO M 31 Grade 60	Tons	440	105,000.00	46,200,000
406e	Elastomeric Bearing Pads	Cu cm	10,000	1.91	19,100
407d1	Construction of Cast in place Concrete Piles Including Concrete Class A3 (4000PSI) Excluding Steel				
	a) 750mm Dia	M	84	9,400.00	789,600
	b) 900mm Dia	M	56	12,000.00	672,000
407j	Pile Load Test to 2.00 times the design load	Each	1	741,398.81	741,399
SP-201	Pile Integrity Testing	Each	10	5,828.00	58,280
SP-202	G.I.Pipe Railing	M	87	2,486.00	216,282
SP-204	Exploratory / Confirmatory boring and Testing in Dry / Wet Area including Geotechnical Report (4 copies to be submitted)	Job	1	200000	200,000
SP-208	Providing, applying 25mm cement sand plaster over Secant pile wall with 1:4, including metal lath with steel nail etc complete including labour, equipment & scaffolding etc complete in all respect	Sq-m	100	498	49,800
SP-209	Providing, applying Shotcrete up to 75mm from face of piles for levelling of continuous secant piling with Class A3 concrete mix with approved water proofing chemicals including R.F as per Drawing, labour, equipment & Scaffolding etc complete in all respect	Sq-m	100	5500	550,000
G. Total (Barrel)					95,236,728

Continued on next page

OFFICE OF THE PROJECT DIRECTOR LOCAL GOVERNMENT
GOVERNMENT OF SINDH

CONSTRUCTION OF SUB-MARINE UNDERPASS

BILL OF QUANTITIES

BILL NO. 3 : STRUCTURE (UNDERPASS), (Continued)

Pay Item No.	Item Description	Unit	Estimated Quantity	Rate (Rs.)	Amount (Rs.)
107a	RAMP Structural Excavation in Common Material	Cu.m	9,776	363.58	3,554,358
107d	Granular Backfill	Cu.m	3,976	1,589.34	6,319,216
401a1iii	Concrete Class A1 (Elevated)	Cu.m	429	11,540.01	4,950,664
401a3ii	Concrete Class A3 (On Ground)	Cu.m	7,906	11,829.63	93,525,055
404a	Reinforcement as per AASHTO M. 31 Grade 40	Tons	1	105,000.00	105,000
404b	Reinforcement as per AASHTO M. 31 Grade 60	Tons	1,123	105,000.00	117,915,000
401f	Lean Concrete (Foundation)	Cu.m	726	6,307.69	4,579,383
SP-202	G.I.Pipe Railing	M	772	2,486.00	1,919,192
G. Total (Ramp)					232,867,868
TOTAL BILL NO. 3 : STRUCTURE (UNDERPASS)					328,104,596

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**OFFICE OF THE PROJECT DIRECTOR LOCAL GOVERNMENT
GOVERNMENT OF SINDH**

CONSTRUCTION OF SUB-MARINE UNDERPASS

BILL OF QUANTITIES

BILL NO. 4: DRAINAGE & SUMP PUMP

Pay Item No.	Item Description	Unit	Estimated Quantity	Rate (Rs.)	Amount (Rs.)
107a	Structural Excavation In Common Material	Cu.m	1,725	363.58	627,176
107d	Granular Backfill	Cu.m	16	1,589.34	25,429
107e	Common Backfill	Cu.m	226	266.89	60,317
401aIi	Concrete Class A1 (Under Ground)	Cu.m	513	10,235.42	5,250,770
401aIii	Concrete Class A1 (On Ground)	Cu.m	23	11,095.56	255,198
401gi	Precast Concrete, Class A1	Cu.m	44	12,846.78	565,258
401f	Lean Concrete	Cu.m	79	6,307.69	498,308
410	Brick Work	Cu.m	27	7,469.60	201,679
404b	Reinforcement As Per Aashto M31: Grade 60	Tons	68	105,000.00	7,140,000
501I	R.C.C Pipe Culvert Aashto M 170 Class IV Dia 460mm	M	10	7,080.82	70,808
502a	Granular Material in Bed to Concrete Pipe Culvert	CM	3	1,675.79	4,189
406dii	PVC Water Stop 200mm Size	M	540	729.01	393,665
SP-317	Steel Grating With Frame	Nos	42	15,060.00	632,520
SP-318	Dewatering (Provisional)	Days	15	1,000.00	15,000
SP-319	HDPE Pipes & Fittings (450mm O.O.D)	M	60	22,914.90	1,374,894
SP-320	MS Pipes & Fittings				
	a) 400mm Dia (Header Pipe)	M	9	45,000.00	405,000
	b) 250mm Dia (Pump Discharge Pipe)	M	24	17,010.00	408,240
SP-321	Pumps & Motors (Q = 2100 UK Gpm, H = 16m)	Nos	3	6,308,750.00	18,926,250
SP-322	Gate Valves (250mm O Sluice Valves)	Nos	3	180,681.30	542,044
SP-323	Non Return Valves (250mm O Reflex Valves)	Nos	3	165,370.05	496,110
SP-324	Connection with Existing Drain/Nala	Job	1	100,000.00	100,000
SP-325	Connection of uPVC Pipe With Ex Drain	M	200	2,301.24	460,247
SP-326	Block Masonry at MCC Room	CM	8	7,500.00	60,000
SP-327	Iron Work for MCC Room				
	a) Pump Room Gate Double Leaf (0.9m x 2.15m)	Nos.	1	30,000.00	30,000
	b) Pump Room Window (0.9m x 0.9m)	Nos.	1	10,000.00	10,000
SP-328	Paint Work for MCC Room	SM	106	875.00	92,750
SP-329	Plaster Works	SM	106	715.00	75,790
SP-330	Cast Iron Cover	Nos.	3	15,000.00	45,000
SP-331	Air Vent Pipe	Nos.	2	20,000.00	40,000
TOTAL BILL NO. 4: DRAINAGE & SUMP PUMP					38,806,644

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**OFFICE OF THE PROJECT DIRECTOR LOCAL GOVERNMENT
GOVERNMENT OF SINDH**

CONSTRUCTION OF SUB-MARINE UNDERPASS

BILL OF QUANTITIES

BILL NO. 5 : ANCILLARY WORKS

Pay Item No.	Item Description	Unit	Estimated Quantity	Rate (Rs.)	Amount (Rs.)
607	Traffic Road Sign				
	a) Category 1	Each	30	15,414.84	462,445
	b) Category 2	Each	30	18,719.24	561,577
	c) Category 3a	Each	20	29,304.56	586,091
	d) Category 3b	Each	10	54,066.07	
	e) Category 3c	Sq m	12	24,463.84	
608h	Pavement Marking in Reflective TP Paint for Lines of 15 cm width				
	1) Yellow Color	M	6,720	167.99	1,128,893
	2) White Colour	M	1,664	167.99	279,535
	3) Chevron	M	1,260	1,120.00	1,411,200
608j	Pavement Marking in Reflective TP Paint for 4.0m Arrows	Each	80	2,013.35	80,534
609c	ReflectORIZED Pavement Aluminium Stud (Raised Profile Type-Single)	Each	840	696.61	585,152
609ci	ReflectORIZED Pavement Plastic Stud (Raised Profile Type-Single)	Each	765	279.18	213,573
612b	Furnishing and Planting Shrubs Including Maintenance Periods of one year.	Sq m	1,400	1,529.22	2,140,908
613a	Sprigging	Sq m	1,969	484.20	953,269
613b	Sodding	Sq.m	1,969	322.80	635,513
613c	Top Soil				
	i) for Shrubs & Plants (60 cm deep)	Sq.m	1,400	411.55	576,170
	ii) for Grass (25 cm deep)	Sq.m	1,969	210.77	414,953
SP-211	Gantry Sign				
	a) Type-I (Single Post Double Arm)	Each	2	1,001,668.80	2,003,338
	b) Type-II (Full Width Post)	Each	2	1,797,175.20	3,594,350
TOTAL BILL NO. 5 : ANCILLARY WORKS					15,627,502

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**OFFICE OF THE PROJECT DIRECTOR LOCAL GOVERNMENT
GOVERNMENT OF SINDH**

CONSTRUCTION OF SUB-MARINE UNDERPASS

BILL OF QUANTITIES

BILL NO. 6 : ELECTRICAL WORKS

No.	Item Description	Unit	Estimated Quantity	Rate (Rs.)	Amount (Rs.)
1	Providing, installation, testing and commissioning of following Octagonal lighting pole, hot dipped galvanized from inside and outside with 4mm wall thickness including base plate anchor bolt, nuts and washer, self inspection door with special keys, cable connection box etc., (detail shown on the drawings), Complete in all respects as per specification and drawings.				
a	12 m High Double Arm Pole	Nos.	13	68,100.00	885,300
b	12 m High Triple Arm Pole	Nos.	5	73,100.00	365,500
c	12 m High Four Arm Pole	No.	1	78,100.00	78,100
d	8 m High Single Arm Pole	Nos.	18	36,600.00	658,800
e	8 m High Double Arm Pole	Nos.	33	39,900.00	1,316,700
f	8 m' 6 m High Double Arm Split type Pole	Nos.	10	39,900.00	399,000
2	Construction and installation of pole foundation in concrete class "A", reinforcement as per AASHTO M31, lean concrete etc Excavation and backfilling for the Pole foundation shall be included in this job. Complete in all respects as per specifications and drawings.	Job	80	16,600.00	1,328,000
3	Providing, installation, testing and commissioning of 140 W LED (IP-65) street light fixture, complete in all respects, as per specification and drawing. Lighting fixture samples must be submitted to Consultant for approval.	Nos.	45	96,300.00	4,333,500
4	Providing, installation, testing and commissioning of 90 W LED (IP-65) street light fixture, complete in all respects, as per specification and drawing. Lighting fixture samples must be submitted to Consultant for approval.	Nos.	104	62,750.00	6,526,000
5	Providing, installation, testing and commissioning of 50W LED (IP-65) Flood Light fixture, wall mounted for underpass lighting. Complete in all respect, as per specification and drawing.	Nos.	40	43,750.00	1,750,000
6	Providing, installation, testing and commissioning of Wall mounted RGB Color light with 15 W LED (IP-65) Light fixture for Underpass lighting. Complete in all respect, as per specification and drawing. Lighting fixture samples must be submitted to Consultant for approval.	Nos.	40	43,750.00	1,750,000
7	Providing, installation, testing and commissioning of Floor mounted Flood light with 70 W SON-T lamp Warm White 3000k (IP-65) Light fixture, for Monument area. Complete in all respect, as per specification and drawing. Lighting fixture samples must be submitted to Consultant for approval.	Nos.	6	19,800.00	118,800

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**OFFICE OF THE PROJECT DIRECTOR LOCAL GOVERNMENT
GOVERNMENT OF SINDH**

CONSTRUCTION OF SUB-MARINE UNDERPASS

BILL OF QUANTITIES

BILL NO. 6 : ELECTRICAL WORKS (Continued)

Pay Item No.	Item Description	Unit	Estimated Quantity	Rate (Rs.)	Amount (Rs.)
8	Providing, installation, testing and commissioning of 12 W LED Mono Spot light for Monument. Complete in all respect, as per specification and drawing. Lighting fixture samples must be submitted to Consultant for approval.	Nos.	12	11,600.00	139,200
9	Providing, installation, testing and commissioning of following outdoor type IP65 rated Pad mounted Lighting Control Panel (LCP) on concrete pad. This job include with all civil works as per drawing and specifications, complete in all respect:				
a	LCP INCOMING 1 No.63A TP MCCB (Ics 25 kA) Timer contactor with Photo Sensor OUTGOING 10 Nos.16A,TP MCCB	No.	1	370,000.00	370,000
10	Providing, installation, testing and commissioning of following Distribution Board for Underpass (DB-UP) on Wall mounted. As per drawing and specifications, complete in all respect:				
a	DB-UP INCOMING 1 No.40A TP MCCB (Ics 15 kA) OUTGOING 10 Nos.10A,TP MCCB	No.	1	328,700.00	328,700
11	Providing, installation, testing and commissioning of following Motor Control MCP				
a	INCOMING 1 No.225A TP MCCB (Ics 25 kA) OUTGOING 5 Nos.100A,TP MCCB	No.	1	333,700.00	333,700
12	Supply, installation, testing and commissioning of 100A,4P, Automatic Transfer	No.	1	365,000.00	365,000

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**OFFICE OF THE PROJECT DIRECTOR LOCAL GOVERNMENT
GOVERNMENT OF SINDH**

CONSTRUCTION OF SUB-MARINE UNDERPASS

BILL OF QUANTITIES

BILL NO. 6 : ELECTRICAL WORKS (Continued)

Pay Item No.	Item Description	Unit	Estimated Quantity	Rate (Rs.)	Amount (Rs.)
13	Providing, installing, testing and commissioning of following sizes of 600/1000 volts grade copper conductor armoured cables from Nearest power supply upto Transformer, Transformer to FP, FP to ATS Panel, ATS Panel to Generator, ATS Panel to MCP, FP to LCP, FP to DB-UP, FP to LED screens, LCP to Lighting Pole, Lighting Pole to Lighting Pole, directly buried in already excavated trench of size as it may required Complete in all respect, as per specification and drawing.				
a	4c- 240 Sq.mm Cu.PVC.SWA.PVC + 1c-120 sq.mm PVC as ECC	Rm	40	24,865.00	994,600
b	4c- 185 Sq.mm Cu.PVC.SWA.PVC + 1c-95 sq.mm PVC as ECC	Rm	55	18,595.00	1,022,725
c	4c- 25 Sq.mm Cu.PVC.SWA.PVC + 1c-16 sq.mm PVC as ECC	Rm	25	1,990.00	49,750
d	4c- 16 Sq.mm Cu.PVC.SWA.PVC + 1c-16 sq.mm PVC as ECC	Rm	2,600	1,440.00	3,744,000
e	4c- 10 Sq.mm Cu.PVC.SWA.PVC + 1c-10 sq.mm PVC as ECC	Rm	600	985.00	591,000
14	Excavation of trenches in hard + soft soil and back filling after laying of cable, cost including providing fresh sand 6" above and 6" under cable, laying protection bricks on sand, warning tape and backfilling, compaction etc. as per drawing and specification, complete in all respect.	Cum.	2,000	400.00	800,000
15	Providing, installing, testing and commissioning of following sizes of 600/1000 volts grade copper conductor unarmoured cables from MCP to Isolators in cable trunking system run in pump room. Complete in all respect, as per specification and drawing.				
a	4c- 50 Sq.mm Cu.PVC.PVC + 1c-50 sq.mm PVC as ECC	Rm	40	4,780.00	191,200
b	4c- 6 Sq.mm Cu.PVC.PVC + 1c-6 sq.mm PVC as ECC in 50 mm dia rigid PVC Conduit	Rm	50	800.00	40,000
16	Supply, installation, testing and commissioning of Circuit wiring from DB-UP to 1st light point (underpass) with 4c-4 Sq.mm 600/1000V PVC.PVC + 1c-4 Sq.mm PVC as ECC single core PVC insulated copper wires in 50 mm dia PVC conduit, with all conduit accessories Complete in all respects, as per specification and drawing.	Nos.	8	9,465.00	75,720
17	Supply, installation, testing and commissioning of Wiring from Light Point to Light Point (underpass) with 4c-4 Sq.mm 600/1000V PVC.PVC + 1c-4 Sq.mm as ECC single core PVC insulated copper wires in 50 mm dia PVC conduit with all conduit accessories Complete in all respect, as per specification and drawing.	Nos.	72	2,625.00	189,000
18	Supply, installation, testing and commissioning of Circuit wiring from LCP to 1st light point (Monuments) with 4c-10 Sq.mm 600/1000V PVC.SWA.PVC + 1c-10 Sq.mm PVC as ECC single core PVC insulated copper wires. Complete in all respects, as per specification and drawing.	No.	2	27,900.00	55,800

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**OFFICE OF THE PROJECT DIRECTOR LOCAL GOVERNMENT
GOVERNMENT OF SINDH**

CONSTRUCTION OF SUB-MARINE UNDERPASS

BILL OF QUANTITIES

BILL NO. 6 : ELECTRICAL WORKS (Continued)

Pay Item No.	Item Description	Unit	Estimated Quantity	Rate (Rs.)	Amount (Rs.)
19	Supply, installation, testing and commissioning of Wiring from Light Point to Light Point (Monuments) with 4c-10 Sq.mm 600/1000V PVC SWA PVC + 1c-10 Sq mm as ECC single core PVC insulated copper wires.Complete in all respect, as per specification and drawing.	Nos	11	4,650.00	51,150
20	Providing and laying of following sizes of uPVC class "D" Pipes for Road crossing. Buried in ground as per drawing. Including excavation for laying of pipe and backfilling as per specification and drawing,complete in all respect.				
a	150 mm dia Upvc	Rm	250	4,645.00	1,161,250
21	Providing, installing, testing and commissioning of 3 Core 2.5 Sq.mm PVC / PVC, 450/750 volts grade cable for each light from cable terminal box to luminaries complete in all respect.	Rm	1,400	250.00	350,000
22	Providing, installation, testing and commissioning of Terminal Box IP 65 including 1 No. 3A Circuit Breaker with terminals , complete in all respect.	Nos.	18	3,300.00	59,400
23	Providing, installation, testing and commissioning of Terminal Box IP 65 including 2 No. 3A Circuit Breaker with terminals , complete in all respect.	Nos.	56	4,660.00	260,960
24	Providing, installation, testing and commissioning of Terminal Box IP 65 including 3 Nos. 3A Circuit Breaker with terminals , complete in all respect.	Nos.	5	5,810.00	29,050
25	Providing, installation, testing and commissioning of Terminal Box IP 65 including 4 Nos. 3A Circuit Breaker with terminals , complete in all respect.	No.	1	7,150.00	7,150
26	Supply, installation, testing & commissioning of 150 KVA, Pole mounted Transformer. Including all accessories such as Poles, platform, cross arms, insulated copper conductor, dropout fuse switches complete in all respect as per drawing and K-Electric specifications.	No.	1	846,600.00	846,600
27	Providing, installing, testing & commissioning of following Pad mounted type Feeder Pillar (F.P) made with 14-16 SWG sheet metal, Weather proof, dust protected, vermin proof housing, conforming to protection class (IP-65), epoxy powder coated paint with approved color, having all the necessary accessories and protections, etc. as per specifications and S.I.D complete in all respect. with providing shop drawings, manual and warranty documents to owners representative Consultant				
a	Feeder Pillar (FP) INCOMING 1 No.300A TP MCCB (ics 35 kA) OUTGOING 1 No.225A,TP MCCB 1 No.63A,TP MCCB 4 Nos.40A,TP MCCB	No.	1	333,700.00	333,700

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**OFFICE OF THE PROJECT DIRECTOR LOCAL GOVERNMENT
GOVERNMENT OF SINDH**

CONSTRUCTION OF SUB-MARINE UNDERPASS

BILL OF QUANTITIES

BILL NO. 6: ELECTRICAL WORKS (Continued)

Pay Item No.	Item Description	Unit	Estimated Quantity	Rate (Rs.)	Amount (Rs.)
28	Providing and Construction of RCC foundation (PAD) for respective Feeder Pillar's (FP) construction with class "C" concrete used water resistance Chemical, water proofing material applied on structure surfaces are concealed below FGL - FFL. Pad size as per base of FP as per K-Electric Specification and as directed by the consultant, complete in all respect.	Job.	1	14,000.00	14,000
29	Supply, installation, testing & commissioning of 135 KVA (Prime Power Rated) 3 phase- 4 wire- 400V Diesel Generator set with weatherproof/sound proof canopy and Electronic Governor, ATS, an advanced LCD Display control panel (Programmable), as per specification. Including transportation up to site and safety store Exhaust piping, ducting, critical silencer with elbow, base fuel tank (8 hrs. min) etc. also inclusive of Power cable end termination. Complete in all respect	No.	1	5,250,000.00	5,250,000
30	Prepare RCC base as foundation pad for above Generator (as per recommendation of manufacturer & specification), with the approval of engineer, complete in all respect.	Job.	1	210,000.00	210,000
31	Providing, installation and commissioning of K-Electric tested kWh meter etc. for D.G. Set to comply with all requirements of Electrical Inspector etc. for getting necessary approval.	No.	1	40,000.00	40,000
32	Getting necessary approval: NOC's for installation of above generator from concerned Authorities (Electric Inspector), inclusive of Official and unforeseen expenses, etc. complete in all respects	Job.	1	200,000.00	200,000
33	Supply and handing over to client representative of standard spare parts as recommended by the manufacturer for operation of 1000 hours for D.G. Set (Itemized list of spares to be provided as per specification).	Lot.	1	200,000.00	200,000
34	Supply, installation, testing & commissioning of following Isolator Switch for Pumps etc., in 16 SWG sheet metal steel enclosure with neutral and earth terminal strips, including all accessories as shown on the drawing, complete in all respect.				
a	100A, TPN Weatherproof type	No.	1	50,000.00	50,000
35	Supply, installation, testing and commissioning of earthing pit with 3 meter long 20 mm dia earth copper rod for Transformer, Generator, Feeder Piller, I.C.P, DB-UP, MCP and end of every circuit directly driven to ground to obtain earth resistance not more than 1 ohm as per drawing, complete in all respect.	Nos.	15	45,800.00	687,000
36	Providing, installation, testing & commissioning of following PVC insulated (yellow/green) earth continuity cable from earth pit to respective Transformer, Generator, Feeder Piller, MCP, DB-UP, I.C. between pole to pole, in PVC conduit. Complete in all respects, as per specification and drawing.				
a	1c- 70 Sq. mm as ECC	Rm	180	1,200.00	216,000
b	1c- 16 Sq. mm as ECC	Rm	600	900.00	540,000
c	1c- 10 Sq. mm as ECC	Rm	200	465.00	93,000
37	Dismantling & Removing of existing street Light poles, light fixture and other accessories from site and handover to its Authority.	Job.	1	500,000.00	500,000
TOTAL BILL NO. 6 : ELECTRICAL WORKS					39,899,355

**OFFICE OF THE PROJECT DIRECTOR LOCAL GOVERNMENT
GOVERNMENT OF SINDH**

CONSTRUCTION OF SUB-MARINE UNDERPASS

BILL OF QUANTITIES

BILL NO. 7 : TRAFFIC DIVERSION

Pay Item No.	Item Description	Unit	Estimated Quantity	Rate (Rs.)	Amount (Rs.)
101	Clearing and Grubbing	Sq.m	500	25.82	12,910
104	Compaction of Natural Ground	Sq.m	500	27.83	13,915
106	Excavate unsuitable or Surplus material	Cu.m	100	344.62	34,462
109a	Sub Grade Preparation in Earth Cut	Sq.m	100	77.41	7,741
201	Granular Subbase	Cu.m	959	1,540.96	1,477,781
202	Crushed Aggregate Base Course	Cu.m	1,437	1,740.12	2,501,335
203a	Asphaltic Base Course - Plant Mix (Class B)	Cu.m	767	18,441.86	14,135,686
209a	Breaking of Existing Road Pavement Structure	Cu.m	100	610.22	61,022
302	Bituminous Prime Coat (Cut-Back)	Sq.m	4,290	120.53	517,074
303	Bituminous Tack Coat (Emulsified)	Sq.m	4,290	41.98	180,094
401a3ii	Concrete Class A3 (On Ground)	Cu.m	53	11,829.63	621,056
404b	Reinforcement as per AASHTO M 31 Grade 60	Tons	6	105,000	661,500
607	Traffic Road Sign				
	a) Category 1	Each	10	15,414.84	154,148
	b) Category 2	Each	10	18,719.24	187,192
	c) Category 3a	Each	8	29,304.56	234,436
	d) Category 3b	Each	8	54,066.07	432,529
601d(i)	RCC New Jersey Barrier Precast	M	656	11,693.29	7,673,722
TOTAL BILL NO. 7 : TRAFFIC DIVERSION					28,906,603

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OFFICE OF THE PROJECT DIRECTOR LOCAL GOVERNMENT
GOVERNMENT OF SINDH

CONSTRUCTION OF SUB-MARINE UNDERPASS

BILL OF QUANTITIES

BILL NO. 8 : ARCHITECTURE WORKS

Pay Item No.	Item Description	Unit	Estimated Quantity	Rate (Rs.)	Amount (Rs.)
101	Monument 1 (I AM KARACHI)	Piece	10	75,000.00	750,000
102	Monument 2 (Cube with Silhouettes)	Piece	1	3,000,000.00	3,000,000
201	Low height Limestone fencing	Cu.ft	1,350	150.00	202,500
202	Grass	Sq.m	3,674	592.00	2,175,256
301	Wall Plaster with Grooves	Sq.m	2,930	645.00	1,890,000
302	Epoxy Paint	Sq.m	5,355	1,182.50	6,331,971
TOTAL BILL NO. 8 : ARCHITECTURE WORKS					14,349,727

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Local Government Department

BID DOCUMENTS

FOR

CONSTRUCTION OF MANZIL PUMP

FLYOVER AT N-5 KARACHI

VOLUME-I

BIDDING DOCUMENT



EA Consulting Pvt Ltd

(Formerly Engineering Associates)

Engineering, Architecture & Project Management

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BID DOCUMENTS

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- Instruction to Bidders
- Bidding Data
- Forms of Bid and Appendices to Bid
- Forms
- Part-I – General Condition of Contract
- Part-II – Special Condition of Contract

VOLUME-II: BILL OF QUANTITIES

VOLUME-III: SPECIFICATIONS

VOLUME-IV: DRAWINGS

INVITATION FOR BIDS

INVITATION FOR BIDS

Refer Notice Inviting Bids/Tenders published in News papers

INSTRUCTIONS TO BIDDERS

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INSTRUCTIONS TO BIDDERS

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 Annexure "B".

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 bidders 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 0.30% 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

Bidding Data

Instructions to Bidders

Clause Reference

1.1 Name and address of the procuring agency:
Project Director
Mega Scheme Karachi
Local Government Department,
Ground Floor, Sindh Secretariat Building No.5,
Tughlaq House Kamal Attaturk Avenue,
Karach
Telephone No: 021-99212314

1.2 Name of the Project and Summary of the works:

Name of Project:

Mega Scheme For Karachi

Name of Work

CONSTRUCTION OF MANZIL PUMP FLYOVER AT N-5 KARACHI

1.2 The successful bidder will be expected to complete the works within the time specified in Special Stipulations (Appendix-A).

2.1 Name of the Funding Source;
Government of Sindh

3.1 Delete IB Cause 3.1 (c) (i)

2.1 Type of Financing/Scheme Cost
ADP

8.1 Time limit for clarification:
The written clarification should reach the addressee of the NIT on any working day but not later than 5 working days prior to last date of submission.

10.1 Bid language:
English

11.1(a) The bidder along with letter of authorization shall submit the (i) Registration Certificate with Sindh Revenue Board, Government of Sindh (ii) PEC Registration Certificate for 2016 in category C2 CE01 & CE-02 (iii) NTN Certificate (iv) Professional Tax payment. The failure to submit above mentioned documents shall lead to rejection of bid.

11.1(b) Deleted

11.1(c) Add following
The bidder shall submit the detailed CVs of proposed staff as per the requirement laid down in Appendix K. It is mandatory for the successful

bidder to mobilize the same staff proposed in Appendix K after approval from the Engineer

- 13.1 Bidders to quote entirely in Pak. Rupees, foreign currency is not applicable.
- 14.1 Period of Bid Validity:
90 days with 30 days extension in time as per SPP Rules 2010
- 15.1 Amount of Bid Security:
2% of the estimated amount
- 16.1 Alternate bid:
Alternate Bid is not allowed
- 17.1 Venue, time, and date of the pre-Bid meeting:
As Per Mentioned in Letter.
- 18.4 Number of copies of the bid to be completed and returned:
One original + Two Copies
- 19.2 (a) Procuring Agency's address for the purpose of bid submission:
As Per Mentioned in Letter.
- (b) Name and Identification Number of the Contract:
As Per Mentioned in Letter.
- 20.1 (a) Deadline for submission of bids:
As Per Mentioned in Letter.
- (b) Venue, time, and date of bid opening:
As Per Mentioned in Letter.
- 28.4 If the successful bidder failed to submit Performance Security of increased amount within fourteen (14) days of demand by the PA, his bid shall be cancelled and his bid security shall be forfeited.
- 32.1 Standard form and amount of Performance Security acceptable to the procuring agency:
5% of Contractual Value in shape of Bank Guarantee in the format as specified in the format attached at Annexure "D"
- 32.3 Stamp duty
The Contract will be executed on a non-judicial stamp paper of the value @ 0.35% of the contract value. The cost of the stamp duty shall be borne by the successful bidder.

**FORM OF BID
AND
APPENDICES TO BID**

FORM OF BID

Bid Reference No. _____
 (Name of Contract/Work)

To:

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.
1. 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: _____

Appendix-A to Bid

SPECIAL STIPULATIONS
Particular Conditions of Contract- Part A

	Description	General Conditions Clauses	Stipulations
1	Employer's name and address	1.1.2.2 & 1.3	Project Director Mega Scheme Karachi Local Government Department, Ground Floor, Sindh Secretariat Building No.5, Tughlaq House Kamal Attaturk Avenue, Karach Telephone No: 021-99212314 Employer's Representative, Chief Engineer, Local Government Department
2	Engineer's name and address	1.1.2.4 & 1.3	EA Consulting (Pvt) limited AL-9, 15 th Lane, Khayaban-e-Hilal, DHA Phase VII, Karachi Telephone No: 021-111-111584 Fax No: 021-35841825
5	Governing Law	1.4	The Laws of Islamic Republic of Pakistan.
6	Ruling language	1.4	English
7	Language for communications	1.4	English
8	Time for access to the Site	2.1	Immediately after Commencement Date
9	Engineer representing Consulting Firm hired by the procuring agency to issue variation in case of emergency	3.1	Up to 1% of the contract price stated in the Letter of Acceptance.
10	Amount of Performance Security	4.2	The performance security will be in the form of a "unconditional, irrevocable and acceptable bank guarantee" in the amount of 5% (Five percent) of the contract price stated in the Letter of Acceptance.
11	Subcontract.	4.4	The aggregate amount of the Works subcontracted shall not exceed 30% of the Contract Price.
13	Time for Commencement	8.1	Within 07 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.
14	Time for Completion)	8.2	180 days from the date of receipt of Engineer's Notice to Commence.
15	Time for Furnishing Programme	8.3	Within 14 days from the date of receipt of Letter of Acceptance.
16	Revised Programme	8.3	Revised Programme to be submitted within 7 days of the Engineer's notice.
17	Delay damages for the Works	8.7 & 14.15(b)	0.1% of the Contract Price per day, Also, other charges mentioned in Special/Particular Conditions of Contract
18	Maximum amount of delay damages	8.7& 14.15(b)	10% of the final Contract Price & Also, other charges mentioned in Part B, Particular Conditions of Contract
19	Defects Liability Period	11.1	365 days from the effective date of Taking Over Certificate.
22	Mobilization Advance	14.2	10% Percentage of the Accepted Contract Amount. First Installment: 50% of total Advance Payment shall be made after fulfilling all the requirements provided in Conditions of the Contract. Second Installment: Remaining 50%, on mobilization of Plant, equipment and other resources at site by the Contractor to the satisfaction of the Engineer.
23	Recovery of Mobilization Advance	14.2(b)	From five consecutive IPCs in equal installments including 10% per annum interest
24	Percentage of Retention	14.3	10 % of the amount of Interim/Running Payment Certificate.
25	Limit of Retention Money	14.3	5 % of Contract Price stated in the Letter of Acceptance.
27	Minimum Amount of Interim Payment Certificates	14.6	3 % of the Accepted Contract Amount.
28	Payment	14.7	30days.
32	Minimum amount of Insurance Cover	18.1, 18.2, 18.3 and	Type of cover The Works

		18.4	<p>Amount of cover The sum stated in the Letter of Acceptance plus fifteen percent (15%)</p> <p>Type of cover Contractor's Equipment:</p> <p>Amount of cover Full replacement cost plus fifteen percent (15%)</p> <p>Type of cover Third Party-injury to persons and damage to property</p> <p>The Third Party compensation Policy must contain following conditions of indemnification per occurrence with the number of occurrence unlimited:</p> <ul style="list-style-type: none"> i) in case of death, Pak Rs. 1,000,000/= per person ii) in case of major injury, Pak Rs. 500,000/= per person iii) in case of minor injury, Pak Rs. 100,000/= per person iv) in case of damage to property, full amount of repair/replacement as the case may be. <p>Workers:</p> <ul style="list-style-type: none"> i) in case of death, Pak Rs. 1,000,000/= per person ii) in case of major injury, Pak Rs. 500,000/= per person iii) in case of minor injury, Pak Rs. 100,000/= per person <p>Other cover: Contractor's All Risk Policy (In each case name of insured is Contractor and Procuring Agency)</p>
37	Rules of arbitration	20.6(a)	<p>Rules and Provisions of Arbitration Act 1940 of Islamic Republic of Pakistan enforced for the time being.</p> <p>The Place of Arbitration shall be Karachi.</p>

FOREIGN CURRENCY REQUIREMENTS

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

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

"Not Applicable"

**PRICE ADJUSTMENT UNDER CLAUSE 13.8
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)	Cement – in bags		Government of Pakistan (GoP) Federal Bureau of Statistics (FBS) Monthly Statistical Bulletin.
(iii)	Reinforcing Steel		
(iv)	Bitumen		“ “ “
Total		1.000	

Notes:

- 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.
- Any fluctuation in the indices or prices of materials other than those given above shall not be subject to adjustment of the Contract Price.
- 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)	Bitumen		“ “ “
(iv)	RCC Pipe		“ “ “
(v)	uPVC pipes		“ “ “
Total five items.			

Notes:

1. Cost element “(i)” to “(iii)” are taken from the Government of Pakistan Federal Bureau of Statistics, Monthly Statistical Bulletin. The base cost 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 prices of materials other than those given above shall not be subject to adjustment of the Contract Price.

BILL OF QUANTITIES

Preamble

1. The Bill of Quantities shall be read in conjunction with the Instructions to Contractors, General and Particular 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 ordered and carried out, as measured by the Contractor and verified by the Engineer and valued at the rates and prices bid in the Bill of Quantities, where applicable, and otherwise at such rates and prices as the Engineer may fix within the terms of the Contract.
3. Any items of work / material shown in the drawings or identified in the specifications and not shown in the BOQ, cost of such work / material shall be deemed to have been included in the rates for items given in the BOQ. No additional payment shall be made for such work / material.
4. The rates, premium and prices bid in the Bill of Quantities shall, except insofar as it is otherwise provided under the Contract, include all Constructional Plant, labour, supervision, materials, erection, maintenance, insurance, profit, taxes and duties, together with all general risks, liabilities and obligations set out or implied in the Contract.
5. The whole cost of complying with the provisions of the Contract shall be included in the items provided in the Bill of Quantities, and where no Items are provided the cost shall be deemed to be distributed as the percentage entered in Bid BOQ.
6. General directions and descriptions of Work and materials are not necessarily repeated or summarized in the Bill of Quantities. Reference to the relevant sections of the Contract Documents shall be made before entering percentage against cost of the total work.
7. Wherever concrete is in contact with natural ground, SR cement shall be used in concrete instead of ordinary portland cement.

BILL OF QUANTITIES

PROPOSED CONSTRUCTION SCHEDULE

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

Description	Time for Completion
1) Whole works	(As per Appendix A)

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.]

Sr. No.	Description of Equipment	Capacity & Horse Power	Minimum Requirement (Qty. in No.)	Proposed by the Bidder
1	Bulldozer	200 HP	3	
2	Motor Grader	140 HP	4	
3	Vibratory Roller	10 - 12 Ton	4	
4	Pneumatic Roller	18 - 21 Ton	3	
5	Tandem Roller	8 - 12 Ton	2	
6	Wheel Loader	2.5 Cum	4	
7	Plate Compactor	11 HP (230 KG)	2	
8	Dump Truck	18 Ton	10	
9	Dump Truck	10 Ton	8	
10	Excavator	105 HP	4	
11	Water Tanker	10,000 Ltr	4	
12	Aggregate Crushing & Screening Plant	45 Ton/hr	1	
13	Asphalt Plant	120 Ton/Hr	1	
14	Asphalt Distributor	3,000 Ltr	1	
15	Asphalt Paver	145 HP (3-6m wide)	2	
16	Concrete Batching Plant	30 Cum	1	
17	Wheel Tractor	80 Hp	4	
18	Concrete Transit Mixer	6 Cum	2	

19	Concrete Vibrator	5 HP	2	
20	Road Marking Machine	Heavy Duty	1	
21	Concrete Mixer	1 Cum	3	
22	Air Compressor	300 CFM	2	
23	Pneumatic Jack Hammer	-	2	
24	Crane	25 Ton	2	
25	Water Pump	4" Delivery	3	
26	Concrete Pump		2	
27	Pilling equipments		2	

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.

LIST OF SUBCONTRACTORS

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

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

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

ESTIMATED PROGRESS PAYMENTS (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

Monthly/Quarter Period	Amounts (in thousands)
1	2

**ORGANIZATION CHART
FOR THE
SUPERVISORY STAFF AND LABOUR**
(To be filled in by the bidder)

PROPOSED STAFF

(Detailed CVs of following Key staff shall be provided, it is mandatory. PEC registration Certificate and qualification certificates/degrees etc shall also be provided. It will be mandatory for successful bidder to mobilize same staff as proposed below after the approval of the Engineer. The proposed staff must be employee of the bidder)

Position	Qualification & Experience	Proposed Staff			
		Name	Qualification	Total Exp.	Relevant. Rxp
Project Manager	Qualification Msc (Civil) with 08 years experience (3 years relevant experience) or BE (Civil) with 15 years experience (8 years relevant experience).				
Planning Engineer	BE (Civil) with 10 years experience				
Contracts Engineer	BE (Civil) with 10 years experience				
Structures Engineers	BE (Civil) with 10 years experience with 08 years relevant experience of bridges.				
Highway Engineer	BE (Civil) with 10 years experience with 08 years relevant experience of bridges.				
Electrical Engineer	BE (Elect) with 10 years experience with 08 years relevant experience of bridges.				
Material Engineer	Msc (Geology) with 10 years experience				
Site Engineers (2 No.)	BE (Civil), with 8 years experience, Experience 3 bridges assignments,				
Sr. Surveyor	Diploma in Civil, Number (01), 10 years experience, Experience 3 Similar Assignments				
Surveyors	Diploma in Civil, Number (04), 5 years experience, Experience 1 Similar Assignments				
Quantity Surveyor	Diploma in Civil, Number (04), 10 years experience, Experience 3 Similar Assignments				

(INTEGRITY PACT)

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

(FOR CONTRACTS WORTH RS. 10.00 MILLION OR MORE)

Contract No. _____ Dated _____

Contract Value: _____

Contract Title: _____

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

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

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

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

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

.....
[Procuring Agency] [Contractor]

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 fulfillment 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 11, 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)

CA-1

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 completed Appendices to Bid (B, C, E to L);
(h) The Drawings;
(i) Special provisions
(i) The NHA General Specifications
(j) The Priced Bill of Quantities (Appendix-D to Bid);
(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 fulfillment of any of his obligations for which the advance payment is made, the Guarantor shall be liable to the procuring agency for payment not exceeding the aforementioned amount.

Notice in writing of any default, of which the procuring agency shall be the sole and final judge, 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. _____

(Name Title & Address)

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 :-

- a. 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.

- b. 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.
- c. 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.
- d. That the Contractor shall make at his own cost all necessary and adequate arrangement for the proper watch, safe custody and protection against all risks of the said material and that until used in construction as aforesaid the said materials shall remain at the site of the said works in the Contractor's custody and at his own risk and on his own responsibility and shall at all times be open to inspection by (he Divisional Officer or any officer authorized by him. In the event of the said materials of any part (hereof being stolen, destroyed or damaged or becoming deteriorated in a greater degree than is due to reasonable use and wear thereof Contractor will forthwith replace the same with other materials of like quality or repair and make good the same as required by the Divisional Officer and the materials so brought to replace the said materials so repaired and made good shall also be considered as security for the said amount.
- e. 'Hurt the said materials shall not on any account be removed from the site of the said works except with the written permission of the Divisional Officer or an officer authorized by him in that behalf
- f. 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.
- g. at if the Contractor shall at any time make any default in the performance or observation in any respect of any of the terms and provisions of the said agreement or of these presents the total amount of the advance or advances that may still be owing to the Government shall immediately on the happening of such default be repayable by the Contractor to the Government together with interest thereon at twelve percent per annum from the date or respective dates of such advance or advances to the date or repayment and with all costs, charges, damages and expenses incurred by the Government in or for the recovery thereof or the enforcement of this security or otherwise by reason of (he default of the Contractor and any moneys so becoming due and payable shall constitute a

debt due from the Contractor to the Government and the Contractor hereby covenants and agrees with the Government to repay and the same respectively to it accordingly.

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

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

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

Signed, sealed and delivered by*

In the presence of

1st witness

2nd witness

SEAL

Condition of Contract

Federation International des Ingenieurs-Conseils, or FIDIC)

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

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 Internationale des Ingenieurs-Conseils, or FIDIC), and is commonly known as the FIDIC Conditions of Contract. (The used version is the harmonized Edition March 2006).

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

FIDIC CASE POSTALE, CH-1215 Switzerland;

Tel. +41 22 799 49 00;

Fax; +41 22 799 49 01

E-mail: fidic@fidic.org.

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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"

The Employer is:

**Project Director
Mega Scheme Karachi
Local Government Department,
Ground Floor, Sindh Secretariat Building No.5,
Tughlaq House Kamal Attaturk Avenue,
Karach
Telephone No: 021-99212314**

Employer's Representative is:

Chief Engineer
Mega Scheme Karachi,
Local Government Department,

- 1.12.4 The Engineer is:
- EA Consulting (Pvt) Limited
A1-9, 15th Lane, Khayaban-e-Hilal,
Phase VII, DHA
Karachi.

- 1.1.2.9 "DB" is synonymous with "Committee".
- 1.1.3.1 Replace 28 days by 7 days in LCB and 15 days in ICB.
- 1.1.3.7 "Defects notification Period" is synonymous with "Defects liability Period".

1.15 Inspections and Audit by the Bank

Deleted

3.1 Engineer's Duties and Authority.

The following paragraph is added after duties:

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

4.3 Contractor's Representative

The following text is to be added after last line:

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

6.10 Records of Contractor's Personnel and Equipment

The following paragraphs added: The Contractor shall, upon request by the Engineer at any time in relation to any time 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 form of:

- a) Critical Path Method (CPM) identifying the critical path/activities.

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 is deleted in entirety.

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

The Employer if requested by the Contractor shall make an advance payment for mobilisation and cash flow support, when the Contractor submits a guarantee in accordance with this Sub-Clause. The total advance payment, the number and timing of instalments (if more than one) shall be as stated in the Appendix A.

The Advance Payment (if required) shall be paid in two equal instalments after the following conditions have been fulfilled.

Installment-1: 50% of the total amount of the Advance Payment

- That the Contract Agreement has been signed by the Parties.
- The Contractor has submitted bank guarantee for the full amount of the advance payment in the form of irrevocable without recourse bank guarantee.
- The Contractor has submitted the Performance Security in the form as prescribed in Sub-Clause 4.2.
- The Contractor has submitted the Programme of Works in the form detailed in Sub-Clause 8.3 and the Engineer has given his concurrence.

Installment-2: **Remaining** 50% of the total amount of the Advance Payment shall be paid on mobilization of Plant, Equipment and other resources at site by the Contractor to the satisfaction of the Engineer

Unless and until the Employer receives this guarantee, or if the total advance payment is not stated in the Appendix A, this Sub-Clause shall not apply.

The Contractor shall pay interest on the mobilization advance at the rate of 10% per annum on the advance.

The Engineer shall deliver to the Employer and to the Contractor an Interim Payment Certificate for the advance payment or its first installment after receiving a Statement (under Sub-Clause 14.3 [Application for Interim Payment Certificates]) and after the Employer receives (i) the Performance Security in accordance with Sub-Clause 4.2 [Performance Security] and (ii) a guarantee in amount equal to the advance payment. This guarantee shall be issued by an entity and from within a country (or other jurisdiction) approved by the Employer, and shall be in the form annexed to the Particular Conditions or in another form approved by the Employer.

The Contractor shall ensure that the guarantee is valid and enforceable until the advance payment has been repaid, but its amount shall be progressively reduced by the amount repaid by the Contractor as indicated in the Payment Certificates. If the terms of the guarantee specify its expiry date, and the advance payment has not been repaid by the date 28 days prior to the expiry date, the Contractor shall extend the validity of the guarantee until the advance payment has been repaid.

At any time, the bank guarantee shall be valid for an amount not less than the amount of the original Advance Payment less any partial repayment of that Advance Payment which may have been affected. The Contractor shall inform the guaranteeing bank, by letter, counter signed by the Employer, of the required amount of the guarantee from time to time. Reduction of the amount shall not be made without such authorizing letter.

Unless stated otherwise in the Appendix A, the advance payment including interest shall be recovered in 5 equal installments.

If the advance payment has not been repaid prior to the issue of the Taking-Over Certificate for the Works or prior to termination under Clause 15 [Termination by Employer], Clause 16 [Suspension and Termination by Contractor] or Clause 19 [Force Majeure] (as the case may be), the whole of the balance then outstanding shall immediately become due and in case of termination under Clause 15 [Termination by Employer] and Sub-Clause 19.6 [Optional Termination, Payment and Release], payable by the Contractor to the Employer.

In the event that the amount of money certified and due to the Contractor under the contract at any time is less than the total of due repayments of Advance Payment, the balance of the due repayments shall be paid to the Employer by the Contractor within seven days of demand by the Employer. If the balance is not so paid, the Employer shall be empowered to call in sufficient of the Advance payment bank guarantee to cover the said balance.

The Employer shall be empowered to call in the guarantee in whole or in part(s) if the Contractor defaults in the repayment(s) for any reason(s).

14.5 Plants and Materials intended for Works

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

- I. The Contractor shall be entitled to receive from the procuring agency Secured Advance against an INDENTURE BOND in Public Works Account Form No.31 (Fin. R. Form No. 2) acceptable to the procuring agency of such sum as the Engineer may consider proper in respect of non-perishable materials brought at the site but not yet incorporated in the Permanent Works provided that:
 - i. The materials are in accordance with the specifications for the permanent works;
 - ii. Such materials have been delivered to the site and are properly stored and protected against loss or damage or deterioration to the satisfaction and verification of the Engineer/Assistant Engineer but at the risk and cost of the Contractor;

- iii. The Contractor's records of the requirements, orders, receipts and use of materials are kept in a form approved by the Engineer, and such records shall be available for inspection by the Engineer;
- iv. The Contractor shall submit with his monthly statement the estimated value of the materials on site together with such documents as may be required by the Engineer for the purpose of valuation of materials and providing evidence of ownership and payment therefore;
- v. Ownership of such materials shall be deemed to vest in the procuring agency and these materials shall not be removed from the site or otherwise disposed of without written permission of the procuring agency;
- vi. The sum payable for such materials on site shall not exceed 75 % of the (i) landed cost of imported materials, or (ii) ex-factory /ex-warehouse price of locally manufactured or produced materials, or (iii) market price of stands other materials;
- vii. Secured Advance shall not be allowed unless and until the previous advance, if any, is fully recovered;
- viii. Detailed account of advances must be kept in part II of running account bill or a separate statement; and
- ix. Secured Advance may be permitted only against materials/quantities anticipated to be consumed / utilized on the work within a period of 3 months from the date of issue of secured advance and in no case for full quantities of materials for the entire work/contract.

(II) Recovery of Secured Advance:

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

14.8 Delayed Payment

Second Para is replaced with following text:

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

15.2 Termination by Employer

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

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

15.6 Corrupt and fraudulent Practices.

The following text is to be added as 3rd paragraph: Successful Contractor has to provide Integrity Pact (for contracts worth Rs.10.0 million and above). If the Contractor or any of his Subcontractors, agents or servants is found to have violated or involved in violation of the Integrity Pact signed by the Contractor as Appendix-L to his Bid, then the procuring agency shall be entitled to:

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

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

16.4 Payment on Termination

Sub-paragraph (c) is deleted.

17.3 Employer's/ Procuring Agency's Risks

Sub-Clause 17.3 (h) is deleted.

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

18.1 General Requirements for Insurance

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

Costs of such insurances shall be borne by the contractor.

19.6 Optional Termination, Payment and release by the Employer

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

20.6 Arbitration

Text will be replaced as under;

Any dispute in respect of which:

- a. *the decision, of the Dispute Board has not become final and binding pursuant to subclause 20.2, and*

- b. *amicable settlement has not been reached within the period stated in sub-clause 20.5, shall be finally settled, under the provisions of the Arbitration Act, 1940 as amended or any statutory modification/Rules of Conciliation And Arbitration PEC Islamabad or re-enactment thereof for the time being in force.*

The place of arbitration shall be Karachi, in Sindh Province.

PART II –SPECIAL/PARTICULAR CONDITIONS OF CONTRACT

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PART II –SPECIAL/PARTICULAR CONDITIONS OF CONTRACT

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**OFFICE OF THE PROJECT DIRECTOR
LOCAL GOVERNMENT DEPARTMENT
GOVERNMENT OF SINDH**



**BILL OF QUANTITIES
VOLUME - II**

**CONSTRUCTION OF MANZIL PUMP FLYOVER
AT N-5 KARACHI**

OFFICE OF THE PROJECT DIRECTOR LOCAL GOVERNMENT

GOVERNMENT OF SINDH

CONSTRUCTION OF FLYOVER MANZIL PUMP AT N-5

BILL OF QUANTITIES

SUMMARY

BILL NO.	ITEMS OF WORKS	COST (Rs.)
1	CARRIAGEWAY	106,943,480
2	MEDIAN, FOOTPATH, ISLANDS	22,388,527
3	BRIDGE STRUCTURE	175,733,018
4	RETAINING WALLS	43,865,871
5	DRAINAGE	38,445,342
6	ANCILLARY WORKS	6,693,974
7	ELECTRICAL WORKS	24,242,550
8	TRAFFIC DIVERSION	29,480,683
9	Amount from Bill No. 1 to 8 , Total (A)	447,793,445
10	Amount Of Total (A), after _____% Below/Above (± %) on Rates, Amount (B)	
11	Final Quoted BID PRICE (A+B)	

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OFFICE OF THE PROJECT DIRECTOR LOCAL GOVERNMENT
GOVERNMENT OF SINDH
CONSTRUCTION OF FLYOVER MANZIL PUMP AT N-5

BILL OF QUANTITIES

BILL NO. I : CARRIAGEWAY

SPEC. No.	Spec. Description	Unit	Estimated Quantity	Rate (Rs.)	Amount (Rs.)
101	Clearing and Grubbing	Sq.m	7,022	25.82	181,318
102a	Removal of trees 150-300 mm girth	Each	55	421.25	23,169
102b	Removal of trees 301-600 mm girth	Each	22	1,023.68	22,521
102c	Removal of trees 601 mm or over girth	Each	11	4,094.71	45,042
104	Compaction of Natural Ground	Sq.m	7,022	27.83	195,433
106a	Excavate unsuitable or common material	Cu.m	7,305	363.29	2,654,010
108c	Formation of Embankment From Borrow Excavation in Common Material (CBR > 10)	Cu.m	8,243	450.62	3,714,641
109a	Sub Grade Preparation in Earth Cut	Sq.m	4,004	77.41	309,962
101	Improved Subgrade	Cu.m	2,718	787.39	2,140,480
201	Granular Subbase	Cu.m	1,832	1,540.96	2,823,424
202	Crushed Aggregate Base Course	Cu.m	4,727	1,740.12	8,225,721
203a	Asphaltic Base Course - Plant Mix (Class B)	Cu.m	2,316	18,441.86	42,716,880
209a	Breaking of Existing Road Pavement Structure	Cu.m	6,841	610.22	4,174,773
302	Bituminous Prime Coat (Cut-Back)	Sq.m	34,430	120.53	4,149,788
303	Bituminous Tack Coat (Emulsified)	Sq.m	28,942	41.98	1,214,994
305a	Asphaltic Concrete for Wearing Course (Class A)	Cu.m	1,803	19,053.90	34,351,324
TOTAL BILL NO. I : CARRIAGEWAY					106,943,480

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CONSTRUCTION OF FLYOVER MANZIL PUMP AT N-5

BILL OF QUANTITIES

BILL NO. 2 : MEDIAN, FOOTPATH, ISLANDS

SPEC. No.	Spec. Description	Unit	Estimated Quantity	Rate (Rs.)	Amount (Rs.)
107e	Common Backfill	Cu.m	5,385	266.89	1,437,069
217a	Installation of Paving Blocks 60mm thick (Including 30mm thick sand cushion)	Sq.m	6,943	1,460.00	10,137,072
510	Dismantling of Structures & Obstructions (Footpath and Kerb)	Cu.m	1,086	1,645.87	1,788,085
601di	Pre-Cast Edge Block In Place, Type IV	M	531	953.29	506,483
601dii	Envierete or Equivalent Kerb In Place, Type III (Incl. Excavation, Edge Cutting, Bedding and Haunching Complete in all Respect)	M	7,504	1,135.34	8,519,818
TOTAL BILL NO. 2 : MEDIAN, FOOTPATH, ISLANDS					22,388,527

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OFFICE OF THE PROJECT DIRECTOR LOCAL GOVERNMENT
GOVERNMENT OF SINDH
CONSTRUCTION OF FLYOVER MANZIL PUMP AT N-5

BILL OF QUANTITIES

BILL NO. 3 : BRIDGE STRUCTURE

SPEC. No.	Spec. Description	Unit	Estimated Quantity	Rate (Rs.)	Amount (Rs.)
107a	Structural Excavation in Common Material	Cu.m	931	363.58	338,493
107d	Granular Backfill	Cu.m	220	1,589.34	349,655
107e	Common Backfill	Cu.m	274	266.89	73,128
401a1iii	Concrete Class A1 (Elevated)	Cu.m	165	11,540.01	1,904,102
401a3i	Concrete Class A3 (Underground)	Cu.m	1,276	10,969.58	13,997,184
401a3ii	Concrete Class A3 (On Ground)	Cu.m	1,038	11,829.63	12,280,504
401a3iii	Concrete Class A3 (Elevated)	Cu.m	792	12,254.40	9,705,213
401giv	Precast Concrete Class D1	Cu.m	1,053	15,541.99	16,365,715
401f	Lean Concrete	Cu.m	211	6,307.69	1,330,923
404a	Reinforcement as per AASHTO M. 31 Grade 40	Tons	1	105,000.00	105,000
404b	Reinforcement as per AASHTO M. 31 Grade 60	Tons	710	105,000.00	74,592,170
405a	Pre-Stressing Wire Strand 12.7mm Dia for Prestressed Concrete Members with Metal Ducts, Anchorage Assemblies and Grouting Complete in all respect	Tons	60	224,749.76	13,467,680
405b	Launching of Girder	Tons	2,683	1,328.51	3,565,038
406a	Premoulded Joint Filler 12mm thick with Bitumastic Joint Seal	Sq.m	50	2,997.66	149,883
406e	Elastomeric Bearing Pads	Cu.cm	588,000	1.91	1,123,080
407d	Cast in place Concrete Pile (dia.1000 mm) (Boring Only)	M	1,595	5,658.66	9,025,563
407l	Pile Load Test to 2 times the design load (upto 600 Tons)	Each	1	1,696,361.51	1,696,362
SP-203	Expansion Joint for +/- 65mm Movement Range (IMPORTED) LFJ ALLOY ALUMINIUM	M	106	114,000.00	12,084,000
SP-202	G.I.Pipe Railing	M	1,047	500.00	523,500
SP-205	Providing and Fixing drainage Pipe in Bridge Deck with steel Grating (PVC Pipe of dia as shown on drawings)	M	238	500.00	118,827
SP-201	Pile Integrity Testing	Each	58	6,500.00	377,000
SP-213	25mm to 50mm Thick Wooden Plank Moisture Resistant Plywood \ Partial Board as a Permanent Formwork	Sq.m	1,650	1,400.00	2,310,000
SP-204	Exploratory / Confirmatory boring and Testing in Dry / Wet Area including Geotechnical Report (4 copies to be submitted)	Job	1	250,000.00	250,000
TOTAL BILL NO. 3 : BRIDGE STRUCTURE					175,733,018

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GOVERNMENT OF SINDH
CONSTRUCTION OF FLYOVER MANZIL PUMP AT N-5

BILL OF QUANTITIES

BILL NO. 4 : RETAINING WALLS

SPEC. No.	Spec. Description	Unit	Estimated Quantity	Rate (Rs.)	Amount (Rs.)
107a	Structural Excavation in Common Material	Cu.m	1,696	363.58	616,784
107e	Common Backfill	Cu.m	542	266.89	144,734
401a(i)	Concrete Class A3	Cu.m	1,687	10,969.58	18,508,862.6
401a iii	Concrete Class A1	Cu.m	125	11,540.01	1,442,501
401f	Lean Concrete	Cu.m	207	6,307.69	1,307,206
404a	Reinforcement as per AASHTO M31: Grade 40	Ton	1	105,000.00	105,000
404b	Reinforcement as per AASHTO M31: Grade 60	Ton	204	105,000.00	21,437,019
406a	Premoulded Joint Filler 12mm thick with Bitumastic Joint Seal	Sq.m	101	2,997.66	303,763
TOTAL BILL NO. 4 : RETAINING WALLS					43,865,871

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CONSTRUCTION OF FLYOVER MANZIL PUMP AT N-5

BILL OF QUANTITIES

BILL NO. 5 : DRAINAGE

SPEC. No.	Spec. Description	Unit	Estimated Quantity	Rate (Rs.)	Amount (Rs.)
107a	Structural Excavation In Common Material	Cu.m	693.00	363.58	251,961
107d	Granular Backfill	Cu.m	1,560.00	1,589.34	2,479,370
107e	Common Backfill	Cu.m	103.95	266.89	27,743
401a1i	Concrete Class A1 (Under Ground)	Cu.m	339.00	10,235.42	3,469,807
401gi	Precast Concrete, Class A1	Cu.m	26.00	12,846.78	334,016
401f	Lean Concrete	Cu.m	33.40	6,307.69	210,677
404b	Reinforcement As Per Aashto M31: Grade 60	Ton	41.08	105,000.00	4,313,400
501	R.C.C Pipe Culvert Aashto M 170 Class IV				
l	Dia 460mm	M	340.00	7,080.82	2,407,479
m	Dia 610mm	M	900.00	8,787.17	7,908,453
n	Dia 760mm	M	80.00	14,736.39	1,178,911
o	Dia 910mm	M	430.00	22,335.41	9,604,226
502a	Granular Material in Bed to Concrete Pipe Culvert	Cu.m	452.00	1,675.79	757,457
406dii	PVC Water Stop 200mm Size	M	480.00	729.01	349,925
501a	RCC Pipe AASHTO M-170 Class II Dia 310mm	M	200	3539	707,852
501b	RCC Pipe AASHTO M-170 Class II Dia 380mm	M	200	3914	782,732
501c	RCC Pipe AASHTO M-170 Class II Dia 460mm	M	200	5150	1,029,978
501d	RCC Pipe AASHTO M-170 Class II Dia 610mm	M	200	6338	1,267,568
SUB TOTAL AMOUNT PART-A					37,081,556

OFFICE OF THE PROJECT DIRECTOR LOCAL GOVERNMENT
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CONSTRUCTION OF FLYOVER MANZIL PUMP AT N-5

BILL OF QUANTITIES

BILL NO. 5 : DRAINAGE

SPEC. No.	Spec. Description	Unit	Estimated Quantity	Rate (Rs.)	Amount (Rs.)
SP-317	Steel Grating With Frame Providing & fixing steel grating with frame of size as shown in drawings i/c fabricating, epoxy coating, complete in all respect as per drawings, specifications and as directed by Engineer.	NO.	90.00	4,940.00	444600.00
SP-318	Dewatering (Provisional) Providing, installing, designing, operating and maintaining a Dewatering system (in Storm drains and where required) including the cost of mobilization & demobilization of equipment /machinery/Pumps (10 HP), Fuel, labour and materials for this work and stand by arrangements for keeping the water table to specified limit etc. complete in all respect as per drawings, specifications and as directed by Engineer.	Days	45.00	1,000.00	45000.00
SP-332	Desilting of Pipes, RCC Drains, Box Culvert Cleaning, Removing and disposed-off silt, debris, garbage, vegetation, soil or any type of blockage inside a pipe, storm water collection chamber or RCC drain i/c desilting of steel gratings and any type of hindrance, material disposal to approved location i/c all lead and lift etc, complete in all respect as per drawings, specifications and as directed by Engineer.	M	767.00	350.00	268450.00
SP-324	Connection with Existing Nala Making connection with existing Nala including removing of debris & demolished material, excavation, stone pitching, RCC works i/c steel reinforcement, etc. complete in all respect as per drawings, specifications and as directed by Engineer.	Job	2.00	150,000.00	300000.00
SP-325	Connection of uPVC Pipe With Ex. Drain Providing, laying, fixing & making Connection of 2Nos 150mm dia uPVC Class B at every 10m interval to the existing drain i/c cutting, chiseling, connection & rehabilitation with grouting, complete in all respect as per drawings, specifications and as directed by Engineer.	M	150.00	2,038.24	305735.64
SUB TOTAL AMOUNT PART-B					1,363,786
TOTAL AMOUNT (A+B)					38,445,342

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OFFICE OF THE PROJECT DIRECTOR LOCAL GOVERNMENT
GOVERNMENT OF SINDH
CONSTRUCTION OF FLYOVER MANZIL PUMP AT N-5

BILL OF QUANTITIES

BILL NO. 6 : ANCILLARY WORKS

SPEC. No.	Spec. Description	Unit	Estimated Quantity	Rate (Rs.)	Amount (Rs.)
607	Traffic Road Sign				
	a) Category 1	Each	20	15,414.84	308,296.80
	b) Category 2	Each	10	18,719.24	187,192.40
	c) Category 3a	Each	5	29,304.56	146,522.80
	d) Category 3b	Each	5	54,066.07	270,330.35
	e) Category 3c	Sq.m	8	24,463.84	195,710.72
608h	Pavement Marking in Reflective TP Paint for Lines of 15 cm width				
	1) Yellow Color	M	6,057	167.99	1,017,592
	2) White Colour	M	1,817	167.99	305,288
608j	Pavement Marking in Reflective TP Paint for 4.0m Arrows	Each	44	2,013.35	88,587
609c	Reflectorized Pavement Stud (Raised Profile Type-Single)	Each	537	696.61	373,940
SP-100	Gantry Sign				
	a) Type-I (Single Post Double Arm)	Each	2	1,001,668.80	2,003,338
	b) Type-II (Full Width Post)	Each	1	1,797,175.20	1,797,175
TOTAL BILL NO. 6 : ANCILLARY WORKS					6,693,974

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OFFICE OF THE PROJECT DIRECTOR LOCAL GOVERNMENT

GOVERNMENT OF SINDH

CONSTRUCTION OF FLYOVER MANZIL PUMP AT N-5

BILL OF QUANTITIES

BILL NO. 7 : ELECTRICAL WORKS

SPEC. No.	Spec. Description	Unit	Estimated Quantity	Rate (Rs.)	Amount (Rs.)
1	Providing, installation, testing and commissioning of following Octagonal lighting pole, hot dipped galvanized from inside and outside with 4mm wall thickness including base plate anchor bolt, nuts and washer, self inspection door with special keys, cable connection box etc., (detail shown on the drawings), Complete in all respects as per specification and drawings.				
a	10 m Single Arm Pole	Nos.	51	56,600.00	2,886,600
b	10 m Double Arm Pole	Nos.	5	59,900.00	299,500
c	10m Split type Pole	Nos.	17	59,900.00	1,018,300
2	Construction and installation of pole foundation in concrete class "A", reinforcement as per AASHTO M31, lean concrete etc. Excavation and backfilling for the Pole foundation shall be included in this job. Complete in all respects as per specifications and drawings.	Job.	73	15,600.00	1,138,800
3	Providing, installation, testing and commissioning of 120 W LED street light fixture, complete in all respects, as per specification and drawing.	Nos.	95	102,400.00	9,728,000
4	Providing, installation, testing and commissioning of 50W LED Flood Light fixture, Under Bridge. Complete in all respect, as per specification and drawing.	Nos.	4	46,300.00	185,200
5	Providing, installing, testing and commissioning of outdoor type IP65 rated Pad mounted Lighting Control Panel (LCP) on concrete pad. This job include with all civil works as per drawing and specifications, complete in all respect:				
a	LCP 1 No. 50A TP MCCB (les 15 kA) Timer contactor with Photo Sensor OUTGOING 8 Nos. 16A TP MCCB	No.	1	312,800.00	312,800
6	Providing, installing, testing and commissioning of following size of 600/1000 volts grade copper conductor armoured cables of incoming cable from Transformer to LCP directly buried in already excavated trench of size as it may required. Complete in all respects, as per specification, including cable glands, cable ID marker etc.				
a	4c- 35 Sq.mm Cu.PVC/SWA/PVC + 1c-25 sq.mm PVC as ECC	Rm	40	2,630.00	105,200
7	Providing, installing, testing and commissioning of following sizes of 600/1000 volts grade copper conductor armoured cables from LCP to Lighting Pole and Lighting Pole to Lighting Pole directly buried in already excavated trench of size as it may required. Complete in all respect, as per specification and drawing.				
a	4c- 16 Sq.mm Cu.PVC/SWA/PVC + 1c- 16 sq.mm PVC as ECC	Rm	3,400	1,430.00	4,862,000
8	Excavation of trenches in hard / soft soil and back filling after laying of cable, cost including providing fresh sand 6" above and 6" under cable, laying protection bricks on sand, warning tape and backfilling, compaction etc. as per drawing and specification, complete in all respect.	Cum.	1,900	390.00	741,000

Continued...

OFFICE OF THE PROJECT DIRECTOR LOCAL GOVERNMENT
GOVERNMENT OF SINDH
CONSTRUCTION OF FLYOVER MANZIL PUMP AT N-5

BILL OF QUANTITIES

BILL NO. 7 : ELECTRICAL WORKS

SPEC. No.	Spec. Description	Unit	Estimated Quantity	Rate (Rs.)	Amount (Rs.)
9	Providing and laying of 150 mm dia uPVC class "D" Pipes for Road crossing. Buried in ground as per drawing. Including excavation for laying of pipe and backfilling, as per specification and drawing, complete in all respect.	Rm	100	3,600.00	360,000
10	Providing, installing, testing and commissioning of 3 Core 2.5 Sq.mm PVC / PVC, 450/750 volts grade cable for each light from cable terminal box to luminaries complete in all respect.	Rm	615	250.00	153,750
11	Providing, installation, testing and commissioning of Terminal Box IP 65 including 1 No. 3A Circuit Breaker with terminals, complete in all respect.	Nos.	51	3,000.00	153,000
12	Providing, installation, testing and commissioning of Terminal Box IP 65 including 2 No. 3A Circuit Breaker with terminals, complete in all respect.	Nos.	22	4,300.00	94,600
13	Supply, installation, testing and commissioning of earthing pit with 3 meter long 20 mm dia earth copper rod for Transformer and end of every circuit directly driven to ground to obtain earth resistance not more than 1 ohm as per drawing, complete in all respect.	Nos.	9	33,200.00	298,800
14	Providing, installation, testing & commissioning of following PVC insulated (yellow/green) earth continuity cable from earth pit to respective LCP, between pole to pole in already laid conduit. Complete in all respects, as per specification and drawing.				
a	1c- 16 Sq. mm as ECC	Rm	3,000	240.00	720,000
15	Supply, installation, testing & commissioning of 25 KVA, Pole mounted Transformer. Including all accessories such as Poles, platform, cross arms, insulated copper conductor, dropout fuse switches, complete in all respect as per K-Electric specifications.	No.	1	450,000.00	450,000
16	Provisional sum for obtaining electrical 11KV power supply connection from K-Electric with all necessary requirements including meter, circuit breaker / cutouts, necessary power cables and all installation material required for the connection and lionising with K-Electric for approval of the load, complete in all respect.	Job.	1	500,000.00	500,000
17	Providing, installation, termination and commissioning of 15 KV, 3-Core 70 sq. mm. AL, XLPE/SWA/PVC M.V incoming cable for Transformers from nearest source of K-Electric power supply as per site/K-Electric specifications, complete in all respects.	Job.	1	235,000.00	235,000
BILL NO. 7 : ELECTRICAL WORKS					24,242,550

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OFFICE OF THE PROJECT DIRECTOR LOCAL GOVERNMENT
GOVERNMENT OF SINDH
CONSTRUCTION OF FLYOVER MANZIL PUMP AT N-5

BILL OF QUANTITIES

BILL NO. 8 : TRAFFIC DIVERSION

SPEC. No.	Spec. Description	Unit	Estimated Quantity	Rate (Rs.)	Amount (Rs.)
101	Clearing and Grubbing	Sq.m	8,481	25.82	218,980
104	Compaction of Natural Ground	Sq.m	8,481	27.83	236,026
202	Crushed Aggregate Base Course	Cu.m	2,120	1,740.12	3,689,491
203a	Asphaltic Base Course - Plant Mix (Class B)	Cu.m	678	18,441.86	12,512,440
302	Bituminous Prime Coat (Cut-Back)	Sq.m	8,481	120.53	1,022,215
601d(i)	RCC New Jersey Barrier Precast	M	748	11,693.29	8,746,581
607	Traffic Road Sign				
	a) Category 1	Each	4	15,414.84	61,659
	b) Category 2	Each	4	18,719.24	74,877
	c) Category 3a	Each	16	29,304.56	468,873
	d) Category 3b	Each	4	54,066.07	216,264
401a3ii	Concrete Class A3 (On Ground)	Cu.m	25	11,829.63	291,664
404b	Reinforcement as per AASHTO M. 31 Grade 60	Tons	18	105,000.00	1,941,613
TOTAL BILL NO. 8 : TRAFFIC DIVERSION					29,480,683

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