

**STANDARD FORM OF BIDDING DOCUMENT**

**FOR**

**PROCUREMENT OF WORKS**

( For

**CONSTRUCTION OF COMPOUND WALL OF NEW FRUIT AND**

**VEGETABLE MARKET (SABZI MANDI) NEAR HALA NAKA**

**HYDERABAD.**

**INSTRUCTIONSTOPROCURINGAGENCIES**

**INSTRUCTIONS TOPROCURINGAGENCIES (Not to beincludedinBidding Documents)**

**A. BasisofDocuments**

TheseDocumentshavebeenpreparedasaglobaldocumentintendedtobeusedby different agencies/users accordingtotheirrequirements. ThisdocumentisenvisagedforNational CompetitiveBidding(NCB),meantforusefor Workscosting notmorethanRs.25Million. Thesedocumentsmay betailoredaccordingtothescopeofworksaswellasincaseof contractsonInternationalCompetitiveBidding(ICB)basis,fundedby internationalfinancial institutions/donors,withpaymentsinforeigncurrencies.Procuringagenciesarethen totailor therelevantclausestosuittheirrequirementsincluding appropriatemodificationsinthe relevantsectionsofthedocumentsinthelightofSPPRABidding DocumentsforLarge Works.

TheProcuringAgencyisexpectedtomanagetheContractitself.TheroleofEngineermaybe addedby theProcuringAgency,iftheProcuringAgencywishestoengageaconsultant.The roleoftheEngineerwithspecific delegated powers under various clausesof Instructionsto BidderssuchasclarificationsofBidDocuments,AmendmentofBidDocuments,evaluation ofBidsetc.andtoadministertheContractundervariousclausesof Conditionsof Contract shouldhavebeenspecified.TheProcuringAgency willberequiredtosetoutinthe specificationsanddrawingsthefullscopeofworkincludingtheextentofdesigntobedone bythe Contractor, if any.

**B. Contents ofDocuments**

AsstatedinClauseIB.4ofInstructionstoBidders,thecompleteBidding Documentsin additiontoInvitationforBidsshallcompriseitemslistedthereinincludingany addendumto BiddingDocumentsissuedinaccordance withIB.6.The StandardFormofBidding Documents (forSmall Contracts) includes the following:

1. Instructions to Bidders & BiddingData

2. Form of Bid &Schedules to Bid

3. Conditions of Contract &Contract Data

4. Standard Forms

5. Specifications

6. Drawings, if any

Inaddition,Instructionstoprocuring agenciesare alsoprovidedatvariouslocationsofthis documentwithinparenthesisorasaNote(s).Procuringagenciesareexpectedtoeditor finalisethisdocumentaccordingly,byfillinginalltherelevantblankspacesandformsasper the scopeof thework, deletingallnotes and instructions intended to help thebidders.

TheprocuringagencyisrequiredtopreparethefollowingforcompletionoftheBidding

Documents:

(i) Invitation for Bids

(ii)BiddingData

(iii) Schedules to Bid (Samples) (iv)Schedule ofPrices (Format) (v)Contract Data

(vi)Specifications

(vii) Drawings, if any

TheProcuringagency‘sattentionisdrawntothefollowingwhilefinalizingtheBidding

Documents.

**C. NoticeInviting Tender/Invitation forBids/ Request forExpressionofInterest**

The―Notice InvitingTender‖ismeantforpublicationoftendersforcallingbidsinthe newspapers and SPPRA Website.

TheblankspaceswherevershownarerequiredtobefilledbytheProcuringAgencybefore issuanceof BiddingDocuments.

TheProcuringAgencymay modify para1ofNoticeInvitingTenderasperitsrequirements. Thenoticeshouldbepublishedsoastogivetheinterestedbidderssufficientworking period forpreparationandsubmissionofbids–notlessthan15daysfor NationalCompetitive Biddingand 45 days forInternational Competitive Bidding (SPPRule 18).

1. TheeligiblebiddersaredefinedinIB.2;thetextcanbeamendedbytheProcuring

Agencyas deemed appropriate.

*2.* Thenon-refundablefeeforthesaleofBiddingDocumentsshouldbenominalsoasto cover printing/reproduction and mailing costs and to ensure that only bona-fide bidders shall apply(SPPRule20).

3. TheamountofBidSecurity shouldbealumpsumfigureorapercentage,butnotless than1%andmorethan5%ofbidpriceandshouldbeinaccordancewithIB.13.1 (SPPRule37).

4. Ifthevenueof receiptof bids and theopeningof bids is the same, thetime***s*** for receipt andopening ofbidsare tobeenteredinlastPara oftheNotice Inviting Tender, otherwiseindicatethename,addressandexactlocationfortheopening ofbids. However thedate forthe receiptand theopeningof bids shallbesame (SPPRule41).

**D. Instructionsto Bidders**

TheseInstructionstoBidderswillnotbepartofContractandwillceasetohaveeffectonce the Contract is signed alongwith BiddingData.

TheInstructionstoBidderscanbeusedasgiven.Procuringagencymayhavetomake changes under BiddingData.

TheProcuringAgency‘sorEngineer‘sRepresentative,ifany***,***shallexercisepowersofthe

Engineer/ProcuringAgencyunderandinconnectionwithClausesIB.5,IB.6,IB.16,etc.In

caseanEngineerhasbeenappointedbytheProcuringAgency,theaforesaidclausesmay be modifiedaccordinglytospecifytheroleoftheEngineerby theProcuringAgency,otherwise theEngineer‘sreferencewhereverexist,exceptSub-Clause1.1.20& Clause15ofConditions ofContract and Item 1.1.20 ofContract Data, shallbedeleted.

**E. BiddingData**

The blank spaces wherever shown in Bidding Data are required to be filled by the

Engineer/ProcuringAgencybeforeissuanceof BiddingDocuments.

1. Contents of IB.10.3 maybe retained or modified bythe ProcuringAgency.

2. ProcuringAgencyshould insert required experienceinIB.11.2.

3. Referring to IB.14.1, the period of bid validity mayrange from 30 to 90 days dependinguponthesizeandnatureoftheworks.Number of daysshallbe filledinas perProcuringAgency‘s requirements.

4. ContentsofIB.16.3toIB.16.8mayberetainedormodifiedbytheProcuringAgency in accordancewithits requirements.

**F. Schedules to Bid**

SpecimenofSchedulestoBidincludingformatofScheduleof Pricesare providedinthis document. TheProcuringAgencymayadd/delete/modifyas perits requirement.

TheblankspaceswherevershownarerequiredtobefilledbytheEngineer/ProcuringAgency before issuance of Bidding Documents except those required to be provided by the Contractor.

**G. Conditions ofContract**

The procuring agency while preparing Contract Data, shall ensure that no Clause of ConditionsofContractisdeletedandthatthechangesincluded in Contract Data shall besuch as not to change the spirit of the document. Any adjustment or change in clauses of ConditionsofContracttomeetspecificprojectfeaturesshallbemadewithcare and incorporated in Contract Data.

**H. Contract Data**

TheblankspaceswherevershownarerequiredtobefilledbytheEngineer/ProcuringAgency beforeissuanceof BiddingDocuments.

1. Referring to Sub-Clause 1.1.1 of Conditions of Contract, the Engineer/Procuring Agencymay add,inorderofpriority,suchotherdocumentsastoformpartofthe Contract*,* in Sub-Clause1.3 ofthe Contract Data.

2. TheProcuringAgency‘sRepresentative,ifany,shallexercisepowersoftheProcuring

Agency underandinconnectionwithSub-Clauses1.3,2.3,4.2,4.3,5.1,7.3,8.2,9.1,

9.2,10.1,10.2.10.5,11.1,11.5, 12.1, 13.2 and 14.1 ofthe Conditionsof Contract. In caseanEngineerhasbeenappointedby theProcuringAgency,theaforesaidclauses maybemodified accordinglybythe ProcuringAgency.

3. Thesuminsuredfordifferentinsurancesincludingminimumamountofthirdparty insuranceshouldbeassessedby theEngineer/ProcuringAgencyandenteredin ContractData.Suchinsurancecover shallbe carried outwithInsurance Company havingat least AA ratingfrom PACRA/JCR in the favour ofthe procuringagency.

4. The time for completion of the whole of the works should be assessed by the

Engineer/ProcuringAgencyand entered in theContract Data.

5. TheConditionsofContractcontainnooveralllimitontheContractor‘sliability.The amountof**liquidateddamages**perdayofdelay shallbeenteredbythe Engineer/ProcuringAgencyinContractData.Usually theliquidateddamagesareset between**0.05percentand0.10percentperdayandthemaximum limitas10 percent ofcontract pricestatedintheLetterofAcceptance.**

6. Any amendmentand/oradditionstotheConditionsoftheContractthatarespecificto agivenBid/ContractshouldbeincludedbytheProcuringagency.Thismayinclude but notbelimited to the provisions regardingthe following:

a) TermsofPaymentshouldbepreparedandincorporatedinContractDataby the Engineer/ProcuringAgency.

b) TheEngineer/ProcuringAgencytomakesurethatalltaxesanddutiesare included bythe Bidders/Contractors in their prices.

**I. Specifications**

To beprepared and incorporated bythe Engineer/ProcuringAgency

**J. Drawings**

To beprepared and incorporated bythe Engineer/ProcuringAgency, if required.

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**INVITATIONFORBIDS**

**INVITATION FOR BIDS**

**Date: BidReferenceNo.:**

1. TheProcuringAgency, [*enternameoftheprocuringagency*],invitessealed bidsfrominterested firmsorpersonslicensedbythePakistanEngineeringCouncilinthe *appropriate*category(*notrequiredforworkscostingRs2.5millionor less)and/orduly* pre-qualified(*ifpre-qualificationisdone forspecific scheme/project)*withthe Procuring AgencyfortheWorks**,** [*entertitle,typeandfinancialvolumeofwork*],which willbe completed in [*enter appropriate timeperiod*]days.

2. AcompletesetofBiddingDocumentsmaybepurchasedbyaninterestedeligiblebidder onsubmissionofa written applicationtothe officegiven belowanduponpaymentof a non-refundable fee of Rupees (*Insert Amount).* Bidders may acquire the Bidding Documents from the Office of the Procuring Agency, at (MailingAddress).

3. All bids must be accompanied by a Bid Security in the amount of Rs.

(Rupees ) or\_

percentageofbidpricein

the form of (*pay order / demand draft / bank guarantee*) and must be delivered to(*IndicateAddressandExactLocation*)atorbefore hours,on (Date).Bidswillbeopenedat hoursonthesamedayin the presence of bidders‘ representatives who choose to attend, at the same address [*indicate theaddress if it differs*].

[Note: 1. *Procuring Agency to enter the requisite information in blank spaces.*

*2. Thebidshallbeopenedwithinonehour afterthedeadlineforsubmissionof bids.]*

**INSTRUCTIONS TO BIDDERS**

**& BIDDING DATA**

**Notes ontheInstructions to Bidders**

Thissectionofthebiddingdocumentsshouldprovidetheinformationnecessaryforbidders toprepareresponsivebids,inaccordancewiththerequirementsofthe Procuring Agency.It shouldalsogiveinformationonbidsubmission,openingandevaluation,andonthe award of contract.

Matters governing the performance of the Contract or payments under the Contract, or mattersaffectingtherisks,rights,andobligationsofthepartiesundertheContractare not normally includedinthisSection,butratherintheappropriatesectionsofthe*Conditionsof Contract*and/or *Contract Data.*

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**INSTRUCTIONS TOBIDDERS**

(Note: (*These Instructions to Bidders (IB) along with Bidding Data will not be part of*

*Contract and will cease to have effect oncethe Contract is signed).*

**A. GENERAL IB.1 ScopeofBid&SourceofFunds**

**1.1 ScopeofBid**

TheProcuringAgency asdefinedintheBiddingData(hereinaftercalled―theProcuring Agency‖)wishestoreceiveBidsfortheWorkssummarizedintheBidding Data (hereinafter referred to as ―the Works‖).

Biddersmustquoteforthecompletescopeofwork.Any Bidcoveringpartialscopeof work willbe rejected as non-responsive.

**1.2 Source ofFunds**

TheProcuringAgencyhasarrangedfundsfromitsownsourcesor*Federal/Provincial*

*/Donoragencyoranyothersource,*whichmay beindicatedaccordinglyinbiddingdata towards the cost of the project/scheme.

**IB.2 Eligible Bidders**

2.1 Biddingis open to allfirms and persons meetingthe followingrequirements:

a) duly licensed by the Pakistan Engineering Council (PEC) in the appropriate categoryforvalue ofworks.

ProvidedthattheworkscostingRs.2.5millionorlessshallnotrequireany registration with PEC.

b) dulypre-qualifiedwith theProcuringAgency. (*Whererequired*).

Intheeventthatprequalificationofpotentialbiddershasbeenundertaken,only bidsfrom prequalified bidders willbe considered for award ofContract.

c) if prequalification has not undertaken, the procuringagencymayask information and documents not limited to following:-

(i) companyprofile;

(ii) works of similar nature and size for each performed in last*3/5* years; (iii) construction equipments;

(iv) qualification and experienceof technical personneland keysite management;

(v) financial statement of last 3 years;

(vi) information regardinglitigations and abandoned worksif any.

**IB.3 CostofBidding**

3.1 Thebiddershallbearallcostsassociatedwiththepreparationandsubmissionofitsbid and the Procuring Agencywill in no case be responsible or liable for those costs, regardless of the conduct or outcomeof thebiddingprocess (SPPRules 24 &25).

**B. BIDDINGDOCUMENTS IB.4 Contents ofBiddingDocuments**

4.1 InadditiontoInvitationforBids,theBiddingDocumentsarethosestatedbelow,and shouldbereadinconjunctionwithany AddendumissuedinaccordancewithSub-Clause IB.6.1.

1. Instructions to Bidders & BiddingData

2. Form of Bid,Qualification Information&Schedules to Bid

Schedules to Bidcomprise the following:

(i) Schedule A: Schedule ofPrices/ Bill of Quantities (BoQ). (ii) Schedule B: Specific Works Data

(iii) Schedule C: Works to bePerformed bySubcontractors

(iv) Schedule D: Proposed Programmeof Works

(v) Schedule E:Method ofPerformingWorks

(vi) Schedule F: IntegrityPact(works costingRs 10 million and above)

3. Conditions of Contract &Contract Data

4. Standard Forms:

(i) Form of Bid Security,

(ii)Form of PerformanceSecurity; (iii)Form of Contract Agreement;

(iv)Form of Bank Guarantee forAdvancePayment.

5. Specifications

6. Drawings, if any

**IB.5 ClarificationofBidding Documents**

5.1 A prospectivebidderrequiringanyclarification(s)in respect of the BiddingDocuments may notifythe Engineer/ProcuringAgencyat theEngineer‘s/ ProcuringAgency‘s address indicated in the BiddingData.

5.2 Aninterestedbidder,whohasobtainedbiddingdocuments,mayrequestforclarification

ofcontentsofbiddingdocumentsinwritingandprocuringagency shallrespondtosuch quarriesinwritingwithinthreecalendardays,providedthey arereceivedatleastfive calendar days priorto thedate ofopeningof bid (SPPRule 23-1).

;

**IB.6 Amendment ofBiddingDocuments (SPPRules 22(2)& 22).**

6.1 AtanytimepriortothedeadlineforsubmissionofBids,theProcuringAgencymay,for anyreason,whetherathisowninitiativeorinresponsetoaclarificationrequestedby a interested bidder, modifythe BiddingDocuments byissuingaddendum.

6.2 AnyaddendumthusissuedshallbepartoftheBiddingDocumentspursuanttoSub- Clause6.1hereof,andshallbecommunicatedinwriting toallpurchasersoftheBidding Documents.Prospectivebiddersshallacknowledgereceiptofeachaddenduminwriting to theProcuringAgency.

6.3 Toaffordinterested biddersreasonabletimeinwhichtotakeanaddendumintoaccount inpreparing theirBids,theProcuring Agencymayat its discretion extend thedeadline for submission of Bids.

**C. PREPARATION OFBIDS IB.7 LanguageofBid**

7.1 All documents relatingto theBid shall bein thelanguagespecifiedin theContract Data.

**IB.8 Documents Comprising theBid**

8.1 TheBid submitted bythe biddershall comprise the following: (a) Offer /CoveringLetter

(b) Form of Bid dulyfilled, signed and sealed, in accordancewith IB.14.3.

(c) Schedules (A to F) to Bid duly filled and initialed, in accordance with the instructions contained therein &in accordancewith IB.14.3.

(d) Bid Securityfurnished in accordancewith IB.13.

(e) Power ofAttorneyin accordancewith IB14.5.

(f) Documentaryevidencein accordancewithIB.2(c) &IB.11 (g) Documentaryevidencein accordancewith IB.12.

**IB.9 Sufficiency ofBid**

9.1 EachbiddershallsatisfyhimselfbeforeBiddingastothecorrectnessandsufficiencyof hisBidandofthepremiumontheratesofCSR/rates andpricesquoted/enteredinthe Schedule ofPrices, which rates and prices shall except in so farasitisotherwise expressly providedintheContract,coverallhisobligationsundertheContractandall matters andthings necessaryforthe proper completion oftheworks.

9.2 The bidder is advised to obtain for himself at his own cost and responsibility all informationthatmay benecessaryforpreparingthebidandenteringintoaContractfor execution ofthe Works.

**IB.10 BidPrices, Currency ofBidandPayment**

10.1 The bidder shall fill up the Schedule of Prices (Schedule A to Bid) indicating the percentageaboveorbelow the Composite Schedule of Rates/unitrates andpricesof the WorkstobeperformedundertheContract. Pricesinthe Schedule of Prices/Billof Quantitiesshallbequotedentirely inPakRupeeskeepinginviewtheinstructions contained in thePreambleto Schedule ofPrices.

10.2 UnlessotherwisestipulatedintheConditionsofContract,pricesquotedbythebidder shallremainfixedduring thebidder‘sperformanceoftheContractandnotsubjectto variation on anyaccount.

10.3 Theunitrates and prices in theSchedule ofPricesorpercentage aboveor belowon the compositeschedule of ratesshall bequoted bythe bidderin the currencyas stipulated in BiddingData.

10.4 ItemsforwhichnorateorpriceisenteredbytheBidderwillnotbepaidforbythe ProcuringAgencywhenexecutedandshallbedeemedcoveredbytheotherratesand prices in theBill of Quantities.

**IB.11 DocumentsEstablishingBidder’sEligibilityandQualifications**

11.1 Pursuant to ClauseIB.8, the biddershallfurnish, as part of itsbid, documents establishing thebidder‘seligibility tobidanditsqualificationstoperformtheContractifitsbidis accepted.

11.2 Bidder must possess and provide evidence of its capability and the experience as stipulatedinBidding Dataandthe QualificationCriteriamentionedintheBidding Documents.

**IB.12 Documents Establishing Works’Conformity toBidding Documents**

12.1 ThedocumentaryevidenceoftheWorks‘conformitytotheBiddingDocumentsmaybe inthe formofliterature,drawingsanddata andthebidder shallfurnishdocumentationas set outinBiddingData.

12.2 The bidder shall note that standardsforworkmanship, material and equipment, and referencestobrandnamesorcataloguenumbers, ifany*,*designatedbytheProcuring Agencyin theTechnical Provisions areintended to be descriptiveonlyand not restrictive.

**IB.13 BidSecurity**

13.1 Eachbiddershallfurnish,aspartofhisbid,attheoptionofthebidder,aBidSecurityas percentageofbidprice/estimatedcostorintheamountstipulatedinBiddingData in Pak. Rupeesintheformof*DepositatCall/Payee’sOrderoraBankGuarantee*issuedby a ScheduledBankinPakistaninfavouroftheProcuringAgency validforaperiodupto twentyeight(28)daysbeyondthebidvaliditydate(*Bidsecurityshouldnotbebelow*

*1%.and not exceeding 5% of bid price/estimated cost SPP Rule 37*).

13.2 Anybidnotaccompaniedbyan acceptable Bid Securityshall be rejected bythe Procuring

Agencyas non-responsive.

13.3 Thebidsecuritiesofunsuccessfulbidderswillbereturneduponawardofcontracttothe successful bidderoron the expiryof validityof Bid Securitywhichever is earlier.

13.4 TheBidSecurityofthesuccessfulbidderwillbereturnedwhenthebidderhasfurnished the required PerformanceSecurity, and signed the Contract Agreement(SPPRule 37).

13.5 TheBid Securitymaybe forfeited:

(a) if abidderwithdraws hisbid duringthe period of bid validity;or

(b) ifabidderdoesnotacceptthecorrectionofhisBidPrice,pursuanttoSub-Clause

16.4 (b)hereof; or

(c) in the caseof asuccessfulbidder, if he failswithin the specifiedtime limitto:

(i) furnish the required PerformanceSecurityor

(ii) sign the Contract Agreement.

**IB.14 Validity ofBids, Format, Signing andSubmissionofBid**

14.1 BidsshallremainvalidfortheperiodstipulatedintheBiddingDataafterthedateofbid opening.

14.2 Inexceptionalcircumstances,ProcuringAgencymayrequestthebidderstoextendthe periodofvalidity foraadditionalperiodbutnotexceeding1/3oftheoriginalperiod.The requestandthebidders‘responsesshallbemadeinwritingorby cable. ABiddermay refusetherequestwithoutforfeitingtheBidSecurity. ABidderagreeing tothe request willnotberequiredorpermittedtootherwisemodify theBid,butwillberequiredto extendthevalidityofBidSecurityfortheperiodofthe extension, and in compliancewith IB.13 in all respects(SPPRule 38).

14.3 All Schedules to Bidareto beproperlycompleted and signed.

14.4 NoalterationistobemadeintheFormofBidexceptinfillinguptheblanksasdirected.

Ifanyalterationbemadeoriftheseinstructionsbenotfullycompliedwith,thebidmay be rejected.

14.5 EachbiddershallprepareOriginalandnumberofcopiesspecifiedintheBiddingDataof the documents comprising the bid as described in IB.8 and clearly mark them

―ORIGINAL‖and―COPY‖asappropriate.Intheeventofdiscrepancybetweenthem,the

original shallprevail.

14.6 Theoriginaland allcopies ofthebid shall betyped or written in indelible ink and shallbe signedbyapersonorpersons dulyauthorized to sign (in the caseof copies, Photostats are also acceptable).This shall beindicatedbysubmittinga writtenPowerofAttorney authorisingthesignatory ofthebiddertoactforandonbehalfofthebidder.Allpagesof thebidshallbeinitialedandofficialsealbeaffixedby thepersonorpersonssigningthe bid.

14.7 TheBidshallbedeliveredinpersonorsentbyregisteredmailattheaddresstoProcuring

Agencyas given in BiddingData.

**D. SUBMISSION OFBID**

**IB.15 DeadlineforSubmission, Modification&Withdrawal ofBids**

15.1 Bids must be received bythe ProcuringAgencyat the address/provided in BiddingData not laterthan thetime and date stipulated therein.

15.2 Theinner and outer envelopes shall

(a) be addressed to the ProcuringAgencyat the address provided in theBiddingData; (b) bear thename and identification numberof theContract as defined in theBidding

and Contract Data; and

(c) provide awarningnot to open beforethe specifiedtime and date forBid opening as defined in the BiddingData.

(d) in addition to the identification required in 15.2, the inner envelopes shallindicate the name and address of the Bidderto enable theBid to be returned unopened in caseitis declared late.

(e) If theouter envelope is not sealed and marked as above, the ProcuringAgencywill assumeno responsibilityforthe misplacement orprematureopeningof theBid.

15.3 Bids submitted through telegraph, telex, faxor e-mail shallnot be considered.

15.4 AnybidreceivedbytheProcuringAgencyafterthedeadlineforsubmissionprescribedin

BiddingData will be returned unopened to suchbidder.

15.5 Anybiddermaymodifyorwithdrawhisbidafterbidsubmissionprovidedthatthe modificationorwrittennoticeofwithdrawalisreceivedbytheProcuringAgencypriorto the deadline forsubmission ofbids.

15.6 Withdrawalofabidduringtheintervalbetweenthedeadlineforsubmissionofbidsand theexpirationoftheperiodofbidvalidity specifiedintheFormofBidmayresultin forfeitureof theBid Securitypursuantto IB.13.5 (a).

**E. BID OPENINGAND EVALUATION**

**IB.16 BidOpening, ClarificationandEvaluation(SPPRules 41,42 &43)**

16.1 TheProcuringAgencywillopenthebids,inthepresenceofbidders‘representativeswho

chooseto attend, at thetime, date andin theplace specifiedin theBiddingData.

16.2 Thebidder‘sname,BidPrices,anydiscount,thepresenceorabsenceofBidSecurity,and suchotherdetailsastheProcuringAgencyatitsdiscretionmayconsiderappropriate,will beannouncedbytheProcuringAgencyatthebidopening.TheProcuringAgency will recordtheminutesofthebidopening.Representativesofthebidderswhochooseto attend shallsign the attendancesheet.

AnyBidPriceordiscountwhichisnotreadoutandrecordedatbidopeningwillnotbe taken into account in the evaluation ofbid.

16.3 Toassistintheexamination,evaluationandcomparisonofBidstheEngineer/Procuring Agency may,atitsdiscretion,askthebidderforaclarificationofitsBid.Therequestfor clarificationandtheresponseshallbeinwritingandnochangeinthepriceorsubstance ofthe Bid shall besought, offered or permitted(SPPRule 43).

16.4 (a) Prior to the detailed evaluation, pursuant to IB.16.7 to 16.9, the Engineer/ProcuringAgency willdeterminethesubstantialresponsivenessofeach bidtotheBiddingDocuments.For purpose of theseinstructions,a substantially responsivebidisonewhichconformstoallthetermsandconditionsofthe Bidding Documentswithoutmaterialdeviations.Itwillincludedeterminingthe requirements listed inBiddingData.

(b) Arithmetical errors willbe rectified on the followingbasis:

Ifthereisadiscrepancy betweentheunitpriceandtotalpricethatisobtainedby multiplyingtheunitpriceandquantity,theunitpriceshallprevailand the total priceshallbecorrected.Ifthereisadiscrepancybetweenthewordsandfigures theamountinwordsshallprevail.Ifthereisadiscrepancy betweentheTotalBid priceenteredinFormofBidandthe totalshownin Schedule of Prices-Summary, theamountstatedintheFormofBidwillbecorrectedbythe ProcuringAgencyin accordancewith theCorrected Schedule ofPrices.

Ifthebidderdoesnotacceptthe corrected amountofBid,hisBidwillbe rejected and hisBid Securityforfeited.

16.5 A Bid determined as substantially non-responsive will be rejected and will not subsequentlybemade responsivebythebidderbycorrection ofthe non-conformity.

16.6 Any minor informality or non-conformity or irregularity in a Bid which does not constituteamaterialdeviation**(majordeviation)**maybewaivedbyProcuringAgency,

providedsuchwaiverdoes not prejudiceoraffect therelativerankingofanyother bidders.

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

(i) has been not properlysigned;

(ii) is notaccompanied bythe bid securityof required amountand manner; (iii) stipulatingprice adjustment when fixed pricebids werecalled for;

(iv) failingto respond to specifications;

(v) failingto complywith Mile-stones/Critical dates provided in BiddingDocuments; (vi) sub-contractingcontraryto theConditions of Contract specifiedin Bidding

Documents;

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

Documents, such as performanceguarantees andinsurance coverage;

(viii) takingexception to critical provisions such as applicablelaw, taxes andduties and dispute resolution procedures;

(ix) amaterial deviation or reservation is one:

(a)which affect in anysubstantial waythe scope, qualityor performanceof the works;

(b)adoption/rectification whereofwould affect unfairlythe competitiveposition ofotherbidders presentingsubstantiallyresponsivebids.

**(B) MinorDeviations**

Bids that offer deviations acceptableto theProcuringAgencyand which can be assigned amonetaryvalue maybe considered substantiallyresponsive at least as to theissueof fairness. This valuewould however beadded as an adjustment for evaluation purposes onlyduringthe detailed evaluation process.

16.7 The Engineer/ProcuringAgencywill evaluateand compareonlythe bids previously determinedtobesubstantially responsivepursuanttoIB.16.4to16.6asperrequirements givenhereunder.Bidswillbe evaluatedfor completescope of works.The priceswillbe compared on the basisof theEvaluatedBid Pricepursuant to IB.16.8 herein below.

**TechnicalEvaluation:**Itwillbe examinedindetailwhether theworksofferedby thebiddercomplieswiththeTechnicalProvisionsoftheBidding Documents.For thispurpose,thebidder‘sdatasubmittedwiththebidinScheduleB toBidwillbe comparedwithtechnicalfeatures/criteriaoftheworksdetailed inthe Technical Provisions. Other technical information submitted with the bid regarding the Scopeof Work willalso be reviewed.

16.8 Evaluated Bid Price

Inevaluatingthebids,theEngineer/ProcuringAgency willdetermineforeachbidin additiontotheBidPrice,thefollowing factors(adjustments)inthemannerand to the extent indicated below to determinethe EvaluatedBid Price:

(i) makinganycorrection for arithmetic errors pursuantto IB.16.4 hereof.

(ii) discount,ifany,offeredbythebiddersasalsoreadoutandrecordedatthetimeof bid opening.

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

Quantities**ifany**, but including**Day work,**wherepriced competitively.

**IB.17 Process to beConfidential**

17.1 SubjecttoIB.16.3heretofore,nobiddershallcontactEngineer/ProcuringAgencyonany matterrelatingtoitsBidfromthetimeoftheBidopening tothetimethebidevaluation resultisannouncedby theProcuringAgency.Theevaluationresultshallbeannouncedat leastseven(07)dayspriortoawardofContract(SPPRule45).The announcementtoall bidderswillincludetable(s)comprising readoutprices,discountedprices,price adjustmentsmade,finalevaluated prices and recommendations againstall thebids evaluated.

17.2 AnyeffortbyabiddertoinfluenceEngineer/ProcuringAgencyintheBidevaluation,Bid comparisonorContractAwarddecisionsmay resultintherejectionofhisBid.Whereas anybidderfeelingaggrieved,may lodgeawrittencomplainttoComplaintRedressal CommitteeaspertermsandconditionsmentionedinSPPRules31& 32.However,mere fact of lodginga complaint shall not warrant suspension of procurement process.

17.3 Biddersmay beexcludedifinvolvedin**“CorruptandFraudulentPractices”**means either oneor anycombination ofthe practices given below SPPRule2(q);

(i)―**CoercivePractice**‖meansany impairingorharming,orthreateningtoimpairorharm, directlyorindirectly,any party ortheproperty oftheparty toinfluencetheactionsofaparty to achieveawrongful gain or to cause awrongful loss to anotherparty;

(ii) ―**Collusive Practice**‖ means any arrangement between two or more parties to the procurementprocessorcontractexecution,designedtoachievewithorwithoutthe knowledgeof the procuringagencyto establish prices at artificial, noncompetitive levels for anywrongful gain; (iii)**“CorruptPractice”**meanstheoffering,giving,receivingorsoliciting,directly or indirectly, of anythingof value to influencethe acts of anotherpartyforwrongful gain;

(iv)―**FraudulentPractice”**meansany actoromission,includingamisrepresentation,that knowinglyorrecklesslymisleads,orattemptstomislead,aparty toobtainafinancialorother benefit or to avoid an obligation;

(v)**“ObstructivePractice”**meansharmingorthreateningtoharm,directly orindirectly, personsortheirproperty toinfluencetheirparticipationinaprocurementprocess,oraffectthe execution ofa contract or deliberatelydestroying, falsifying, alteringor concealingof

evidencematerialtotheinvestigationormaking falsestatementsbeforeinvestigatorsinorderto materially impedeaninvestigationintoallegationsofacorrupt,fraudulent,coerciveorcollusive practice;orthreatening,harassingorintimidatinganyparty topreventitfromdisclosingits knowledgeofmattersrelevanttotheinvestigationorfrompursuing theinvestigation,oracts intendedtomaterially impedetheexerciseofinspectionandauditrightsprovidedforunderthe Rules.

**IB.18.Post Qualification**

**F. AWARDOFCONTRACT**

18.1 TheProcuringAgency,atanystageofthebidevaluation,havingcrediblereasonsforor *primafacie*evidenceofanydefectincontractor‘scapacities,may requirethecontractors toprovideinformationconcerning theirprofessional, technical, financial, legal or managerial competencewhether alreadypre-qualified or not:

Provided,thatsuchqualificationshallonlybelaiddownafterrecordingreasonstherefore in writing. Theyshall form part of the records of that bid evaluation report.

18.2 Thedeterminationwilltakeintoaccountthebidder‘sfinancialandtechnicalcapabilities.

It will be based upon an examination of the documentaryevidence of the bidders‘ qualificationssubmittedunderB.11,aswellassuchother informationrequiredinthe BiddingDocuments.

**IB.19 AwardCriteria &Procuring Agency’s Right**

19.1 SubjecttoIB.19.2,theProcuringAgencywillawardtheContracttothebidderwhosebid hasbeendeterminedtobesubstantiallyresponsivetotheBiddingDocumentsandwho hasofferedthelowest evaluatedBid Price, provided that such bidderhas been determined tobequalifiedtosatisfactory performtheContractinaccordancewiththeprovisionsof the IB.18.

19.2 NotwithstandingIB.19.1,theProcuringAgencyreservestherighttoacceptorrejectany bid,andtoannulthebiddingprocessandrejectallbids,atany timepriortoawardof Contract,withouttherebyincurringanyliabilitytotheaffectedbiddersoranyobligation toinformtheaffectedbiddersofthegroundsfortheProcuringAgency‘sactionexcept thatthegroundsforitsrejectionofallbidsshalluponrequestbecommunicated,to any bidderwhosubmittedabid,withoutjustificationofthegrounds.Noticeoftherejection of allthe bidsshall begiven promptlyto all the bidders (SPPRule 25).

**IB.20 NotificationofAward& Signing ofContract Agreement**

20.1 PriortoexpirationoftheperiodofbidvalidityprescribedbytheProcuringAgency,the ProcuringAgencywillnotifythesuccessfulbidderinwriting(―Letter ofAcceptance‖) that hisbid has been accepted (SPPRule 49).

20.2 Withinseven(07)daysfromthedateoffurnishingofacceptablePerformanceSecurity undertheConditionsofContract,theProcuringAgencywillsendthesuccessfulbidder theFormofContractAgreementprovidedintheBidding Documents,incorporating all agreements between the parties.

20.3 TheformalAgreementbetweentheProcuringAgencyandthesuccessfulbidderduly stampedatrateof----%ofbidprice(updatedfromtimetotime) statedinLetter of Acceptanceshallbeexecutedwithinseven(07)daysof the receiptof Formof Contract Agreement bythe successfulbidderfrom theProcuringAgency.

**IB.21 PerformanceSecurity**

21.1 Thesuccessful biddershall furnish to the ProcuringAgencyaPerformanceSecurityin the formandtheamountstipulatedintheConditionsofContractwithina periodoffourteen (14)days after the receiptof Letter ofAcceptance (SPP39).

21.2 FailureofthesuccessfulbiddertocomplywiththerequirementsofSub-ClausesIB.20.2

&20.3or21.1orClauseIB.22shallconstitutesufficientgroundsfortheannulmentof the award and forfeitureof the Bid Security.

21.3PublicationofAwardofContract:withinsevendaysoftheawardofcontract,theprocuring shallpublishonthewebsiteoftheauthority andonitsownwebsite,if suchawebsiteexists,the resultsofthebiddingprocess,identifyingthebidthroughprocurementidentifyingNumberifany and thefollowinginformation:

(1) Evaluation Report;

(2) FormofContract and letter ofAward;

(3) Bill ofQuantitiesor ScheduleofRequirements.(SPPRule50)

**IB.22 IntegrityPact**TheBiddershallsignandstamptheFormofIntegrity Pactprovidedat Schedule-FtoBidintheBiddingDocumentfor allSindhGovernmentprocurementcontracts exceedingRupeesten(10)million.FailuretoprovidesuchIntegrityPactshallmakethebidnon- responsive(SPPRule 89).

**BIDDING DATA**

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

**Instructions to Bidders**

**Clause Reference**

1.1 **Name of Procuring Agency**

EXECUTIVE ENGINEER, BUILDINGS DIVISION HYDERABAD.

(*Insert name of the Procuring Agency)*

**Brief Description of Works**

**CONSTRUCTION OF COMPOUND WALL OF NEW FRUIT AND VEGETABLE MARKET**

**(SABZI MANDI) NEAR HALA NAKA HYDERABAD.**

5.1 (a) Procuring Agency‘s address:

**D-26, G.O.R COLONY THANDI SARAK HYDERABAD # 022-9200090**

(*Insert address of the Procuring Agency with telex/fax)*

(b) Engineer‘s address:

**EXECUTIVE ENGINEER BUILDINGS DIVISION HYDERABAD D-26 G.O.R COLONY HYDERABAD # 022-9200090**

(*Insert name and address of the Engineer, if any, with telex/fax.)*

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

11.2 The bidder has the financial, technical and constructional capability necessary to perform the Contract as follows: *(Insert required capabilities and documents)*

i. Financial capacity: (*must have turn over of Rs10.00Million);*

*ii.* Technical capacity *:( mention the appropriate category of registration with PEC and qualification and experience of the staff);*

iii. Construction Capacity: (*mention the names and number of equipments required for the work).*

|  |  |  |
| --- | --- | --- |
| 12.1 | (a) | A detailed description of the Works, essential technical and performance characteristics. |
|  | (b) | Complete set of technical information, description data, literature and drawings as required in accordance with Schedule B to Bid, Specific Works Data. This will include but not be limited to a sufficient number of drawings, photographs, catalogues, illustrations and such other information as is necessary to illustrate clearly the significant characteristics such as general construction dimensions and other relevant information about the works to be performed. |

13.1 **Amount of Bid Security**

4% of the Bid (4% of the Bid Amount will be converted into performance guarantee after successful bidding)

(*Fill in lump sum amount or in %age of bid amount /estimated cost ,but not below1%*

*and not exceeding 5%)*

14.1 **PeriodofBidValidity**

90 days.

*(Fill in “number of days” not exceeding 90)*

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

One original plus ( two) copies.

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

Executive Engineer, Buildings Division Hyderabad D-26 G.O.R colony Thandi Sarak Hyderbad

*(insert postal address or location of bid box for delivery by hand)*

15.1 **Deadline for Submission of Bids**

Time: 1:00 PM on 03.04.2017.

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

Venue: Executive Engineer, Buildings Division Hyderabad

Time: 2:00 P.M. Date: 03.04.2017

16.4 **Responsiveness of Bids**

(i) Bid is valid till required period,

(ii) Bid prices are firm during currency of contract (no escalation will be provided)

(iii) Completion period offered is within specified limits,

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

qualification.

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

(vi) Bids are generally in order, etc.

**FORM OF BID AND SCHEDULES TO BID**

**FORM OF BID**

(LETTER OF OFFER)

Bid ReferenceNo.

*(Nameof Works)*

To:

Gentlemen,

1. Having examined the Bidding Documents including Instructions to Bidders, Bidding Data, Conditions of Contract, Contract Data, Specifications, Drawings, if any, Schedule of Prices and Addenda Nos.

for the execution of the above-named works, we, the undersigned, being acompany doing business under the name of and address and being duly incorporated under the laws of Pakistan hereby offer to execute and complete such works and remedy any defects therein in conformity with the said Documents including Addenda thereto for the Total Bid Price of Rs (Rupees) or such other sum as maybe ascertained in accordancewith thesaid Documents.

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

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

Bid, we submit herewith a Bid Security in the amount of

Drawn in your favour or made payable to you and valid for a period of twenty eight (28)days beyond the period of validity of Bid.

4. We undertake ,if our Bid is accepted, to commence the Works and to deliver and complete the Works comprised in the Contract within the time(s) statedin Contract Data.

5. We agree to abide by this Bid for the period of days from the date fixed for receiving the same and it shall remain bindingup on us and may be accepted at any time before the expiration ofthat period.

6. Unless and until a formal Agreement is prepared and executed, this Bid, to gether with your written acceptance there of,shall constitute a binding contract between us.

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

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

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

9. We do hereby declare that the Bid is made without any collusion, comparison of figures or arrangement with any other person or persons making a bid for the Works.

Dated this day of , 20

Signature

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

*(Name of Bidder in Block Capitals)*

*(Seal)*

Address

Witness:

(Signature)

Name: Address:

**[SCHEDULESTO BID INCLUDE THEFOLLOWING:**

Schedule A to Bid: Schedule of Prices

Schedule B to Bid: Specific Works Data

Schedule C to Bid: Works to be Performed by Sub contractors

Schedule D to Bid: Proposed Program of Works

Schedule E to Bid: Method of Performing Works

Schedule F to Bid: Integrity Pact]

**SCHEDULE– A TO BID SCHEDULE OF PRICES**

**Sr. No.PageNo.**

1. Preambleto Schedule of Prices………….. 24

2. Schedule of Prices………………………. 26

\*(a) Summary of Bid Prices

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

\* *[To bepreparedbythe Engineer/Procuring Agency]*

**SCHEDULE-A TOBID**

**PREAMBLE TO SCHEDULE OFPRICES**

**1. General**

1.1 The Schedule of Prices shall be read in conjunction with the ConditionsofContract,ContractDatatogetherwiththe Specifications and Drawings, if any.

1.2 TheContractshallbeforthewholeoftheworksasdescribedinthese

BiddingDocuments. Bids must be forthe complete scopeof works.

**2. Description**

2.1 Thegeneraldirectionsanddescriptionsofworksandmaterialsarenot necessarily repeatednorsummarizedintheScheduleofPrices. ReferencestotherelevantsectionsoftheBidding Documentsshallbe made before entering prices against each item in the Schedule of Prices.

**3. Units &Abbreviations**

3.1 Units ofmeasurement, symbols and abbreviations expressedinthe BiddingDocumentsshallcomply withtheSystemeInternationaled‘ Unites (SIUnits).

*(Note:TheabbreviationstobeusedintheScheduleofPricestobe defined bythe Procuring Agency).*

**4. Rates andPrices**

4.1 Except as otherwise expressly provided under the Conditions of Contract,theratesandamountsenteredinthe Schedule of Pricesshall betherates atwhichthe Contractor shallbe paidandshallbe the full inclusivevalueoftheworkssetforthorimpliedin theContract;except fortheamountsreimbursable,ifany totheContractorunderthe Contract.

4.2 UnlessotherwisestipulatedintheContractData,thepremium,rates andpricesenteredby thebiddershallnotbesubjecttoadjustment duringthe performanceof theContract.

4.3 Allduties,taxesandotherleviespayablebytheContractorshallbe included in the rates and prices.

4.4 ThewholecostofcomplyingwiththeprovisionsoftheContractshall beincludedintheitemsprovidedintheScheduleofPrices,andwhere

**SCHEDULE-A TO BID**

no items are provided, the cost shall be deemed to be distributed among theratesandpricesenteredfortherelateditemsoftheWorks and no separate payment willbemade forthose items.

Therates,pricesandamountsshallbeentered againsteach iteminthe ScheduleofPrices.Any itemagainstwhichnorateorpriceisentered bythebidderwillnotbepaidforbythe ProcuringAgencywhen executedandshallbedeemedcoveredby theratesandpricesforother items in the Schedule ofPrices.

4.5 (a) Thebiddershallbedeemedtohaveobtainedallinformationas toandallrequirementsrelatedtheretowhichmay affectthebid price.

\*(b) The Contractor shall be responsible to make complete arrangements forthe transportation ofthe Plant to the Site.

*\*(Procuring Agencymaymodify as appropriate)*

4.6 TheContractorshallprovideforallpartsoftheWorkstobecompleted in everyrespect. Notwithstandingthat anydetails, accessories, etc. requiredforthecompleteinstallationandsatisfactory operationofthe Works, are not specifically mentioned in the Specifications, such details shallbe considered as includedin theContract Price.

**5. BidPrices**

5.1 Break-up ofBid Prices

ThevariouselementsofBidPricesshallbequotedasdetailedbythe

ProcuringAgencyin the format ofSchedule ofPrices.

Thebiddershallrecognizesuchelementsofthecostswhichhe expects toincurtheperformanceoftheWorksandshallincludeallsuchcosts in the rates and amounts entered in theSchedule ofPrices.

5.2 Total Bid Price

ThetotalofbidpricesintheScheduleofPricesshallbeenteredinthe

Summaryof Bid Prices.

**6. Provisional SumsandDay work**

6.1 ProvisionalSumsincludedandsodesignatedintheScheduleofPrices if any,shallbeexpendedinwholeorinpartatthedirectionand discretionoftheEngineer/Procuring Agency.TheContractorwill only receivepaymentinrespectof Provisional Sums,ifhe hasbeen instructed bythe Engineer/ProcuringAgencyto utilize suchsums.

6.2 Day work rates in the contractor‘s bid are to be used for small additionalamountsofworkandonly whentheEngineerhavegiven writteninstructionsinadvanceforadditionalworktobepaidforin that way.

**SCHEDULE-A TO BID**

**SCHEDULE OFPRICES– SUMMARY OFBID PRICES (Sample)**

|  |  |  |
| --- | --- | --- |
| **Bill**  **No.** | **Description** | **Total Amount (Rs)** |
| 1.  2  3  4  5  1.  2.  3.  4.  1.  2.  3.  4.  5.  6. | **(A) Building Work**  Civil works  Internal sanitaryand watersupply  Electrification  External Development works  Miscellaneous Items  **(B) RoadWork.**  Earth work  Hard Crust and Surface Treatment Culverts and Bridges Miscellaneous Items  (**C) Public Health Engineering Works.**  Earth work  Subsurface Drains  Pipe Layingand Man holes Tube wells, Pump houses Compound wall Miscellaneous Items |  |
|  | Total Bid Price (The amountto be entered in Paragraph 1 ofthe Form of Bid) (In words). | |

**SCHEDULE-A TOBID**

**SCHEDULE OFPRICES**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Item**  **No.** | **Description** | **Quantity** | **Unit Rate(Rs)** | **Total Amount (Rs)** |
| 1.  2.  3.  1.  2.  3.  1.  2.  3.  1.  2.  3.  1.  2.  3. | **I. (Civil works)**  **II. Internal sanitary and water supply.**  **III. Electrification.**  **IV. External Development works.**  **V. Miscellaneous Items** | SCHEDULE | “B” | ATTACHED |
| Total (*to be carried to Summaryof Bid Price*)  *Add/Deductthepercentagequotedabove/belowonthepricesofitemsbasedonComposite*  *Schedule of Rates.* | | | | |

**SCHEDULE-B TO BID**

**\*SPECIFIC WORKSDATA**

*(To bepreparedand incorporated bytheProcuring Agency)*

ATTACHED

*\*(Note:The Procuring Agency shall spell out theinformation &data required to befilled out bythe bidder and to furnish complementary information).*

**SCHEDULE– C TO BID WORKSTO BE PERFORMED BY SUBCONTRACTORS\***

Thebidderwilldo the work with his own forces except thework listed below which he intends to sub-contract.

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

NOT APPLICABLE

**Note:**

\* *TheProcuring Agencyshould decide whether to allow subcontracting or not.*

*IncaseProcuring Agencydecides to allowsubcontractingthenfollowing conditions shallbe complied with:*

1. NochangeofSub-Contractors shall bemadebythebidderwithoutprior approval of the ProcuringAgency.

2. ThetruthfulnessandaccuracyofthestatementastotheexperienceofSub- Contractorsisguaranteedby thebidder.TheProcuringAgency‘sjudgment shallbefinalastotheevaluationof theexperience of Sub-Contractors submitted bythe bidder.

3. Statement of similar works shall include description, location &valueof works, year completed and name &address of the clients.

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**SCHEDULE– D TO BID**

**PROPOSED PROGRAMME OFWORKS**

Bidder shall provide a programme in a bar-chart or Program Evaluation and Review Technique(PERT)or CriticalPathMethod(CPM)showingthesequenceofwork itemsby whichheproposestocompletetheworksoftheentire Contract.The programme should indicatethesequenceofworkitemsandtheperiodoftimeduring whichheproposesto completetheworksincludingtheactivitieslike designing,schedule of submittalof drawings, ordering and procurement of materials, manufacturing, delivering, construction of civil works, erection, testingand commissioningofworks to besupplied under theContract.

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**SCHEDULE– E TO BID METHOD OF PERFORMINGWORKS**

ThebidderisrequiredtosubmitanarrativeoutliningthemethodofperformingtheWorks. Thenarrativeshould indicate in detail and include but not be limited to:

 ThesequenceandmethodsinwhichheproposestocarryouttheWorks,including the number ofshifts per dayand hours pershift, he expects to work.

 A list of all major items of construction and plant erection, tools and vehicles proposed to be used in delivering/carryingout theworks at site.

 Theprocedureforinstallation of equipment and transportation of equipment and materials to the site.

 Organisation chart indicating head office &field office personnel involved in management, supervision and engineering of the Works to be done under the Contract.

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**(INTEGRITYPACT)**

**SCHEDULE– FTO BID**

**DECLARATIONOF FEES, COMMISSION ANDBROKERAGE ETC PAYABLEBYCONTRACTORS**

(FOR CONTRACTS WORTH RS. 10.00 MILLION ORMORE)

ContractNo.Dated Contract Value:

ContractTitle:

…………………………………[name ofContractor]herebydeclares that ithasnotobtained orinducedtheprocurementofany contract,right,interest,privilegeorotherobligationor benefitfromGovernmentofSindh(GoS)orany administrativesubdivisionoragency thereof oranyotherentityowned orcontrolled byit (GoS) through anycorruptbusiness practice.

Without limiting the generality of the foregoing, [name of Contractor] represents and warrantsthatithasfully declaredthebrokerage,commission,feesetc.paidorpayableto anyoneandnotgivenoragreedtogiveandshallnotgiveoragreetogivetoanyonewithin oroutsidePakistaneitherdirectly orindirectly throughanynaturalorjuridicalperson, including itsaffiliate,agent,associate,broker,consultant,director,promoter,shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder‘s fee or kickback, whetherdescribedasconsultationfeeorotherwise,withtheobjectofobtaining orinducing theprocurementofacontract,right,interest,privilege orotherobligation orbenefit in whatsoeverform from,from ProcuringAgency (PA) exceptthatwhichhasbeenexpressly declared pursuanthereto.

[nameofContractor]acceptsfullresponsibility andstrictliability thatithasmade and will make full disclosure of all agreements and arrangements with all persons in respect of or relatedtothetransactionwithPAandhasnottakenany actionorwillnottakeany action to circumvent the above declaration, representation orwarranty.

[nameofContractor]acceptsfullresponsibility andstrictliability formaking any false declaration,notmakingfulldisclosure,misrepresentingfactsortaking any actionlikely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right, interest, privilege or other obligationorbenefitobtainedorprocuredas aforesaidshall,withoutprejudicetoany otherrightsandremediesavailabletoPAunderany law, contractorother instrument, be voidableat the option ofPA.

Notwithstandinganyrightsandremediesexercisedby PA inthisregard,[nameof Supplier/Contractor/Consultant]agreestoindemnifyPAforanylossordamageincurredby itonaccountofitscorruptbusinesspracticesandfurtherpaycompensation toPA inan amountequivalenttotentimethesum ofanycommission,gratification,bribe,finder‘sfeeor kickbackgivenby[nameofContractor]asaforesaidforthepurposeofobtaining orinducing theprocurementofany contract,right,interest, privilege or otherobligation or benefit in whatsoever formfromPA.

………………………

[ProcuringAgency] [Contractor]

|  |  |  |  |
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**CONDITIONSOFCONTRACT**

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**CONDITIONSOFCONTRACT**

**1. GENERAL PROVISIONS**

1.1 **Definitions**

IntheContractasdefinedbelow,thewordsandexpressionsdefinedshallhave the following meanings assigned to them, except where the context requires otherwise:

**TheContract**

1.1.1 ―Contract‖meanstheContractAgreementandtheotherdocumentslistedinthe

Contract Data.

1.1.2 ―Specifications‖meansthedocumentaslistedintheContractData,including ProcuringAgency‘srequirementsinrespectofdesigntobecarriedoutby the Contractor (if any), and anyVariation to such document.

1.1.3 ―Drawings‖meanstheProcuringAgency‘sdrawingsoftheWorksaslistedinthe

Contract Data, and anyVariation to such drawings.

**Persons**

1.1.4 ―ProcuringAgency‖meansthepersonnamedintheContractDataandthelegal successors in title to this person, but not (except with the consent of the Contractor) anyassignee.

1.1.5 ―Contractor‖means the person named in the Contract Data and the legal successorsintitletothisperson,butnot(exceptwiththeconsentof the Procuring Agency) anyassignee.

1.1.6 ―Party‖means eitherthe ProcuringAgencyorthe Contractor.

**Dates, Times andPeriods**

1.1.7 ―Commencement Date‖ means the date fourteen (14) days after the date the

Contract comes into effect or anyother date named in the Contract Data.

1.1.8 ―Day‖means a calendar day

1.1.9 ―TimeforCompletion‖meansthetimeforcompletingtheWorksasstatedinthe ContractData(orasextendedunder Sub-Clause7.3),calculatedfrom the Commencement Date.

**Money andPayments**

1.1.10 ―Cost‖means all expenditure properly incurred (or to be incurred) by the

Contractor,whetheronoroffthe Site, includingoverheads and similar chargesbut

does not include anyallowance forprofit.

**OtherDefinitions**

1.1.11 ―Contractor‘s Equipment‖ means all machinery, apparatus and other things requiredfor theexecutionofthe WorksbutdoesnotincludeMaterialsorPlant intended to form part of theWorks.

1.1.12 ―Country‖means theIslamicRepublicof Pakistan.

1.1.13 ―ProcuringAgency‘s Risks‖means thosematters listed in Sub-Clause6.1.

1.1.14 ―ForceMajeure‖meansaneventorcircumstancewhichmakesperformanceofa Party‘sobligationsillegalorimpracticableandwhichisbeyond that Party‘s reasonable control.

1.1.15 ‗Materials‖means things of all kinds (other than Plant) to be supplied and

incorporated in the Works bythe Contractor.

1.1.16 ―Plant‖meansthemachineryandapparatusintendedtoformorformingpartof

the Works.

1.1.17 ―Site‖meanstheplacesprovidedbytheProcuring Agencywhere theWorksare to beexecuted,andany otherplacesspecifiedintheContractasformingpartofthe Site.

1.1.18 ―Variation‖meansachangewhichisinstructedbythe Engineer/ProcuringAgency under Sub-Clause10.1.

1.1.19 ‗Works‖meansanyoralltheworkswhetherSupply,Installation,Construction etc.anddesign(ifany)tobeperformedby theContractorincludingtemporary works and anyvariation thereof.

1.1.20 ―Engineer‖meansthepersonnotifiedbytheProcuringAgencytoactasEngineer forthe purposeofthe Contract and named as such in Contract Data.

1.2 **Interpretation**

Wordsimportingpersonsorpartiesshallinclude firmsandorganisations. Words importingsingularoronegendershallincludepluralortheothergenderwhere the context requires.

1.3 **PriorityofDocuments**

ThedocumentsformingtheContractaretobetakenasmutuallyexplanatoryof oneanother.Ifanambiguityordiscrepancyisfoundinthedocuments,thepriority ofthedocumentsshallbeinaccordancewiththeorder aslistedintheContract Data.

1.4 **Law**

Thelawof theContract is the relevant Law ofIslamicRepublicof Pakistan.

1.5 **Communications**

All Communications related to theContract shall bein English language.

1.6 **Statutory Obligations**

TheContractorshallcomply withtheLawsofIslamicRepublicofPakistanand shall give allnotices andpayallfees andother charges in respect of theWorks.

**2. THEPROCURINGAGENCY**

2.1 **Provisionof Site**

The Procuring AgencyshallprovidetheSiteandrightof access thereto at the times stated in theContract Data.

**SiteInvestigationReports**arethosethatwereincludedinthebidding documents and are factual and interpretative reports about the surface and subsurface conditions at theSite.

2.2 **Permits etc.**

TheProcuringAgencyshall,ifrequestedby theContractor,assisthiminapplying forpermits, licences or approvals which arerequired forthe Works.

2.3 **Engineer’s/Procuring Agency’s Instructions**

TheContractor shall complywith all instructions given bythe ProcuringAgency orthe Engineer, ifnotified bythe ProcuringAgency, in respect of theWorks includingthe suspension of allor part oftheworks.

2.4 **Approvals**

No approval or consent or absenceof comment bythe Engineer/ProcuringAgency

shall affect theContractor‘s obligations.

**3. ENGINEER’S/PROCURINGAGENCY’S REPRESENTATIVES**

3.1 **Authorised Person**

The Procuring Agencyshall appointadulyauthorized person to act forhimand on hisbehalfforthepurposesofthisContract.Suchauthorizedpersonshallbe duly identifiedintheContractDataorotherwisenotifiedinwriting totheContractoras soonasheissoappointed.IneithercasetheProcuringAgencyshallnotify the Contractor,inwriting,theprecisescopeoftheauthorityofsuchauthorizedperson at thetime ofhis appointment.

3.2 **Engineer’s/Procuring Agency’s Representative**

ThenameandaddressofEngineer‘s/ProcuringAgency‘sRepresentativeisgiven inContractData.HowevertheContractorshallbenotifiedby the Engineer/ProcuringAgency,thedelegateddutiesandauthority beforethe Commencement ofworks.

**4. THECONTRACTOR**

4.1 **General Obligations**

TheContractorshallcarryouttheworksproperly andinaccordancewiththe Contract.TheContractorshallprovideallsupervision,labour,Materials,Plant and Contractor‘s Equipment which maybe required

4.2 **Contractor’s Representative**

TheContractorshallappointa representative atsite onfulltime basistosupervise theexecutionofworkandtoreceiveinstructionsonbehalfoftheContractor but onlyafterobtainingtheconsentoftheProcuringAgency forsuchappointment whichconsentshallnotbewithheldwithoutplausiblereason(s)by theProcuring Agency.Suchauthorizedrepresentativemaybesubstituted/replacedby the ContractoratanytimeduringtheContractPeriodbutonly afterobtainingthe consent of the ProcuringAgencyas aforesaid.

4.3 **Subcontracting**

TheContractorshallnotsubcontractthewhole of theworks.TheContractorshall not subcontract any part of the works without the consent of the Procuring Agency.

4.4 **PerformanceSecurity**

TheContractorshallfurnishtotheProcuringAgency withinfourteen(14)days afterreceiptofLetterofAcceptanceaPerformanceSecurity attheoptionofthe bidder, in the form of Payee‘s order /Bank Draft or Bank Guarantee from scheduled bankforthe amountand validityspecifiedin Contract Data.

**5. DESIGN BY CONTRACTOR**

5.1 **Contractor’s Design**

TheContractorshallcarry outdesigntotheextentspecified,asreferredtointhe ContractData.TheContractorshallpromptly submittotheEngineer/Procuring Agency alldesignspreparedby him,withinfourteen(14)daysofreceiptthe Engineer/ProcuringAgencyshallnotify anycommentsor,ifthedesignsubmitted isnotinaccordancewiththeContract,shallrejectitstatingthereasons.The

Contractorshallnotconstructany elementoftheworksdesignedby himwithin fourteen(14) daysafter the design hasbeen submitted tothe Engineer/Procuring Agency or which has been rejected. Design that has been rejected shall be promptly amendedandresubmitted.TheContractorshallresubmitalldesigns commented on takingthese comments into account as necessary.

5.2 **Responsibility forDesign**

TheContractorshallremainresponsiblefor hisbided designandthe designunder thisClause,bothofwhichshallbefitfortheintendedpurposesdefined inthe Contract and heshall also remain responsible for anyinfringement of anypatentor copyrightinrespectofthesame.TheEngineer/ProcuringAgency shallbe responsible forthe Specifications and Drawings.

**6. PROCURINGAGENCY’S RISKS**

6.1 **The Procuring Agency’s Risks**

TheProcuringAgency‘s Risks are:-

a) war,hostilities(whetherwarbedeclaredornot),invasion,actofforeign enemies, within theCountry**;**

b) rebellion,terrorism,revolution,insurrection,militaryorusurpedpower,or civil war, within theCountry**;**

c) riot,commotionordisorderbypersonsotherthantheContractor‘spersonnel andotheremployeesincluding thepersonnelandemployeesof Sub- Contractors, affectingthe Site and/or theWorks**;**

d) ionising radiations, or contamination byradio-activityfrom anynuclear fuel, orfromany nuclearwastefromthecombustionofnuclearfuel,radio-active toxicexplosive,orotherhazardouspropertiesofany explosivenuclear assembly ornuclearcomponentofsuchanassembly,excepttotheextentto whichtheContractor/Sub-Contractorsmay beresponsiblefortheuseofany radio-activematerial**;**

e) Pressurewavescausedbyaircraftorotheraerialdevicestravellingatsonic orsupersonicspeeds**;**

f) useoroccupationbytheProcuringAgencyofanypartoftheWorks,except as maybespecifiedin theContract**;**

g) latehandingoverofsites,anomaliesindrawings,latedeliveryofdesigns anddrawingsofany partoftheWorksby theProcuringAgency‘spersonnel orbyothers forwhom the ProcuringAgencyis responsible;

h) a suspension under Sub-Clause 2.3 unless it is attributable to the

Contractor‘s failure; and

i) physicalobstructionsorphysicalconditionsotherthanclimaticconditions, encounteredontheSiteduringtheperformanceoftheWorks,for whichthe ContractorimmediatelynotifiedtotheProcuringAgencyandacceptedby the ProcuringAgency.

**7. TIME FOR COMPLETION**

7.1 **Execution oftheWorks**

TheContractorshallcommence the WorksontheCommencementDateandshall proceedexpeditiouslyandwithoutdelay andshallcompletetheWorks,subjectto Sub-Clause7.3 below, within the Time forCompletion.

7.2 **Programme**

WithinthetimestatedintheContractData,theContractorshallsubmitto the Engineer/ProcuringAgency aprogrammefortheWorksintheformstatedinthe Contract Data.

7.3 **ExtensionofTime**

TheContractorshall,withinsuchtimeasmay bereasonableunderthe circumstances, notify the Procuring Agency/Engineer of any event(s) falling withinthescopeof Sub-Clause 6.1or10.3ofthese ConditionsofContractand requesttheProcuring Agency/Engineerforareasonableextensioninthetimefor thecompletionofworks.Subjecttotheaforesaid,theProcuring Agency/Engineer shalldeterminesuch reasonable extensioninthe time for the completionofworks asmaybejustifiedinthelightofthedetails/particularssuppliedbytheContractor in connection with thesuchdetermination bythe ProcuringAgency/Engineer withinsuchperiodasmaybeprescribedbytheProcuring Agency/Engineerforthe same; andthe Procuring Agency may extend the time for completion as determined.

7.4 **LateCompletion**

IftheContractorfailstocomplete the Workswithinthe Timefor Completion,the Contractor‘sonlyliabilitytotheProcuringAgency forsuchfailureshallbetopay theamountas**liquiditydamages**statedintheContractDataforeachdayfor which he fails to complete theWorks.

8. **TAKING-OVER**

8.1 **Completion**

TheContractormaynotifytheEngineer/ProcuringAgency whenheconsidersthat the Works are complete.

8.2 **Taking-OverNotice**

Withinfourteen(14) daysof the receiptof the saidnotice of completionfromthe ContractortheProcuringAgency/Engineershalleither takeover the completed worksandissueaCertificateofCompletiontothateffectorshallnotify the Contractorhisreasonsfornottaking-overtheworks.Whileissuing theCertificate of Completion as aforesaid, the Procuring Agency/Engineer mayidentifyany outstandingitemsofworkwhichtheContractorshallundertakeduring the Maintenances Period.

**9. REMEDYINGDEFECTS**

9.1 **Remedying Defects**

TheContractorshallforaperiodstatedintheContractDatafromthedateof issue oftheCertificateofCompletioncarry out,atnocosttotheProcuringAgency, repairandrectificationworkwhichisnecessitatedbytheearlierexecutionofpoor quality ofworkoruseofbelowspecificationsmaterialintheexecutionofWorks andwhichissoidentifiedby theProcuringAgency/Engineerinwritingwithinthe said period. Upon expiryof the said period, and subject to the Contractor‘s faithfully performinghisaforesaidobligations,theProcuringAgency/Engineer shallissueaMaintenanceCertificate whereuponallobligationsof theContractor under this Contract shall come to an end.

Failuretoremedyany suchdefectsorcompleteoutstandingworkwithina reasonabletimeshallentitletheProcuring Agencytocarryoutallnecessaryworks attheContractor‘scost.However,thecostofremedying defectsnotattributable to the Contractorshall bevalued as a Variation.

9.2 **Uncovering andTesting**

TheEngineer/ProcuringAgencymay giveinstructionastotheuncoveringand/or testing of anywork. Unless as aresult ofan uncoveringand/or testingit is establishedthattheContractor‘sdesign,materials,plantorworkmanshiparenot inaccordancewiththeContract,theContractorshallbepaidfor suchuncovering and/or testingas a Variation in accordancewith Sub-Clause10.2.

**10. VARIATIONSAND CLAIMS**

10.1 **Right to Vary**

TheProcuringAgency**/**EngineermayissueVariationOrder(s)inwriting.Where forany reasonithasnotbeenpossiblefortheProcuringAgency/Engineertoissue suchVariationsOrder(s),theContractormay confirmanyverbalordersgivenby theProcuringAgency/Engineerinwritingandifthesamearenotrefuted/denied by theProcuringAgency/Engineerwithinten(10)daysofthereceiptofsuch confirmationthesameshallbedeemedtobeaVariationOrdersforthepurposes ofthis Sub-Clause.

10.2 **ValuationofVariations**

Variations shall be valued as follows:

a) at a lump sum price agreed between the Parties, or b) whereappropriate, at rates in theContract, or

c) intheabsenceofappropriaterates,theratesintheContractshallbeused as the basisforvaluation, or failingwhich

d) at appropriate new rates, as may be agreed or which the

Engineer/ProcuringAgencyconsiders appropriate, or

e) iftheEngineer/ProcuringAgencysoinstructs,atdayworkratessetout intheContractDataforwhichtheContractorshallkeeprecordsof hours oflabour and Contractor‘s Equipment, and ofMaterials, used.

10.3 **Changes intheQuantities.**

a) IfthefinalquantityoftheworkdonediffersfromthequantityintheBill of Quantitiesfortheparticularitembymorethan25percent,providedthe changeexceeds1percentof the InitialContract Price,the Procuring Agency/Engineershalladjustthe rate toallow for the change andwillbe valued as persub clause10.2.

b) TheEngineershallnotadjustratesfromchangesinquantitiesifthereby theInitialContractPriceisexceededbymorethan15percent,exceptwith the prior approval of theProcuringAgency.

c) IfrequestedbytheEngineer,thecontractorshallprovidetheEngineerwith adetailed cost breakdown of anyrate in the Bill ofQuantities.

10.4 **Early Warning**

TheContractorshallnotifytheEngineer/ProcuringAgencyinwritingassoonas heisawareofanycircumstancewhichmay delay ordisrupttheWorks,orwhich maygive rise to a claim for additional payment.

TotheextentoftheContractor‘sfailuretonotify,whichresults to the Engineer/ProcuringAgency beingunabletokeepallrelevantrecordsornottaking stepstominimiseany delay,disruption,orCost,orthevalueofanyVariation,the Contractor‘sentitlementtoextensionoftheTimefor Completionor additional payment shallbe reduced/rejected.

10.5 **ValuationofClaims**

IftheContractorincursCostasaresultofanyoftheProcuringAgency‘sRisks,

theContractorshallbeentitledtotheamountofsuchCost.Ifasaresultofany

ProcuringAgency‘sRisk,itisnecessary tochangetheWorks,thisshallbedealt withasaVariationsubjecttoContractor‘snotification for intention of claim to the Engineer/ProcuringAgencywithin fourteen (14)days of theoccurrenceof cause.

10.6 **VariationandClaim Procedure**

The Contractor shall submit to the Engineer/Procuring Agency an itemised detailedbreakdownofthevalueofvariationsandclaimswithintwenty eight(28) daysoftheinstructionoroftheeventgivingrise totheclaim.The Engineer/ProcuringAgency shallcheckandifpossibleagreethevalue.Inthe absenceof agreement, the ProcuringAgencyshall determinethe value.

**11. CONTRACT PRICE AND PAYMENT**

|  |  |  |
| --- | --- | --- |
| 11.1 | (a) | **Terms ofPayments**  TheamountduetotheContractorunderany InterimPaymentCertificate |
|  |  | issuedbytheEngineerpursuanttothisClause,ortoanyothertermsof  theContract,shall,subject toClause11.3,bepaidbytheProcuring Agency totheContractorwithin30daysaftersuchInterimPayment CertificatehasbeenjointlyverifiedbyProcuring AgencyandContractor, or,inthecaseoftheFinalCertificatereferredto in Sub Clause11.5, within60daysaftersuchFinalPaymentCertificate hasbeenjointly verified byProcuringAgencyand Contractor; |
|  |  | ProvidedthattheInterimPaymentshallbecausedinthirty(30)daysand FinalPaymentin60daysincase of foreign funded project. In the event ofthefailureoftheProcuringAgency tomakepaymentwithin90days thenProcuringAgencyshallpaytotheContractorcompensationatthe  28daysrateofKIBOR+2%perannuminlocalcurrencyand LIBOR+1% forforeigncurrency,uponallsumsunpaidfromthedateby whichthe same should havebeen paid. |
|  | (b) | **ValuationoftheWorks** |
|  |  | TheWorksshallbevaluedasprovidedforintheContractData,subject to Clause10. |

11.2 **Monthly Statements**

TheContractor shallbe entitled to be paid at monthlyintervals:

a) thevalueoftheWorksexecutedlesstothecumulativeamountpaid previously; and

b) valueofsecuredadvanceonthematerialsandvaluationofvariations(if any).

TheContractor shallsubmiteach month to theEngineer/ProcuringAgencya statement showingthe amounts to which he considers himself entitled.

11.3 **Interim Payments**

Withinaperiodnotexceedingseven(07)daysfromthedate of submissionof a statementforinterimpaymentbytheContractor,theEngineershallverifythe sameandwithinaperiodnotexceedingthirty (30/60)daysfromthesaiddateof submissionbytheContractor,theProcuringAgencyshallpaytotheContractor thesumsubjectto adjustment fordeduction ofthe advancepayments and retention money.

11.4 **Retention**

Retentionmoneyshallbepaidby theProcuringAgency totheContractorwithin fourteen(14)daysaftereithertheexpiry oftheperiodstatedintheContractData, ortheremedying ofnotifieddefects,orthecompletionofoutstanding work,allas referred to in Sub-Clause9.1, whichever is thelater.

11.5 **Final Payment**

Withintwenty one(21)daysfromthedateofissuanceoftheMaintenance CertificatetheContractor shallsubmita final account to the Engineer to verifyand theEngineershallverify thesamewithinfourteen(14)daysfromthedateof submissionandforwardthesametotheProcuringAgency togetherwithany documentationreasonablyrequiredtoenabletheProcuringAgencytoascertain the final contract value.

Withinsixty(60)daysfromthedateofreceiptoftheverifiedfinalaccountfrom theEngineer,theProcuringAgency shallpay totheContractorany amountdueto the Contractor. While making such payment the Procuring Agency may, for reasonstobegiventotheContractorinwriting,withholdany partorpartsofthe verified amount.

11.6 **Currency**

Payment shallbein the currencystated in theContract Data.

**12. DEFAULT**

12.1 **Defaults by Contractor**

IftheContractorabandonstheWorks,refusesorfailstocomply withavalid instructionoftheEngineer/ProcuringAgencyorfailstoproceedexpeditiouslyand withoutdelay,oris,despiteawrittencomplaint,inbreachoftheContract, the ProcuringAgencymay givenoticereferringtothisSub-Clauseandstatingthe default.

IftheContractorhasnottakenallpracticablestepstoremedy thedefaultwithin fourteen(14)daysafterreceiptoftheProcuring Agency‘snotice,theProcuring Agencymay byasecondnoticegivenwithinafurthertwentyone(21)days, terminatetheContract.TheContractorshallthendemobilize fromthe Siteleaving behindanyContractor‘sEquipmentwhichtheProcuringAgency instructs,inthe secondnotice,tobeusedforthecompletionoftheWorksattheriskandcostof the Contractor.

12.2 **Defaults byProcuring Agency**

IftheProcuringAgencyfailstopayinaccordancewiththeContract,oris,despite awrittencomplaint,inbreachoftheContract,theContractormay givenotice referringtothisSub-Clauseandstating thedefault.Ifthedefaultisnotremedied withinfourteen(14)daysaftertheProcuring Agency‘sreceiptofthisnotice,the Contractor maysuspend the execution of allor parts ofthe Works.

Ifthedefaultisnotremediedwithintwenty eight(28)daysaftertheProcuring Agency‘s receipt of the Contractor‘s notice, theContractor maybyasecond noticegivenwithinafurthertwenty one(21)days,terminatetheContract.The Contractor shallthen demobilise from the Site.

12.3 **Insolvency**

IfaParty isdeclaredinsolventunderany applicablelaw,theotherParty may by noticeterminatetheContractimmediately.TheContractorshallthen demobilise from the siteleavingbehind, in thecaseoftheContractor‘sinsolvency,any Contractor‘sEquipmentwhichtheProcuringAgencyinstructsinthenoticeisto beused forthe completion of the Works.

12.4 **Payment uponTermination**

After termination, the Contractor shall be entitled to payment of the unpaid balanceofthevalueoftheworksexecuted and of the Materialsand Plant reasonablydelivered to the site, adjusted bythe following:

a) anysums to which the Contractor is entitled under Sub-Clause10.4, b) anysums to which the ProcuringAgencyis entitled,

c) iftheProcuringAgency hasterminatedunderSub-Clause12.1or12.3,the ProcuringAgencyshallbeentitledtoasumequivalenttotwenty percent (20%)ofthevalueofpartsof the Worksnotexecutedatthedateof the termination, and

d) if the Contractor has terminated under Sub-Clause 12.2 or 12.3*,* the Contractorshallbeentitledtothecostofhisdemobilisationtogetherwith asumequivalenttotenpercent(10%)ofthevalueofpartsoftheworks not executed at thedate oftermination.

Thenetbalancedueshallbepaidorrepaidwithintwenty eight(28)daysofthe noticeof termination.

**13. RISKSAND RESPONSIBILITIES**

13.1 **Contractor’s CareoftheWorks**

SubjecttoSub-Clause9.1,theContractorshalltakefullresponsibility forthecare

of the WorksfromtheCommencementDateuntilthedateof theProcuring Agency‘s/Engineer‘sissuanceofCertificateofCompletionunderSub-Clause 8.2. Responsibility shallthenpasstotheProcuringAgency.Ifany lossordamage happenstotheWorksduringtheaboveperiod,theContractorshallrectifysuch lossor damageso that theWorks conform with the Contract.

Unlessthelossordamagehappensasaresultofany oftheProcuringAgency‘s Risks,theContractorshallindemnify theProcuringAgency,orhisagentsagainst allclaims loss, damage and expense arisingout of theWorks.

13.2 **Force Majeure**

If Force Majeure occurs, the Contractor shall notify the Engineer/Procuring Agencyimmediately.Ifnecessary,theContractormaysuspendtheexecutionof theWorksand,totheextentagreedwiththeProcuringAgency demobilizethe Contractor‘s Equipment.

Iftheeventcontinuesforaperiodofeightyfour(84)days,eitherPartymay then givenoticeofterminationwhichshalltakeeffecttwenty eight(28)daysafterthe givingof thenotice.

After termination, the Contractor shall be entitled to payment of the unpaid balanceofthevalueoftheWorksexecutedandof the Materialsand Plant reasonablydelivered to theSite, adjusted bythe following:

a) anysums to which the Contractor is entitled under Sub-Clause10.4, b) the cost of his demobilization, and

c) less anysums to which the ProcuringAgencyis entitled.

Thenetbalancedueshallbepaidorrepaidwithinthirtyfive(35)daysofthe noticeof termination.

**14. INSURANCE**

14.1 **Arrangements**

TheContractorshall,priortocommencing the Works,effectinsurancesofthe types,intheamountsandnamingasinsuredthepersons stipulatedinthe Contract Dataexceptforitems(a) to (e) and (i)of the ProcuringAgency‘s Risksunder Sub- Clause6.1.Thepoliciesshallbeissuedbyinsurersandintermsapprovedby the Procuring Agency.TheContractorshallprovidetheEngineer/Procuring Agency withevidencethatanyrequiredpolicyisinforceandthatthepremiumshavebeen paid.

14.2 **Default**

IftheContractorfailstoeffectorkeepinforceanyoftheinsurancesreferredtoin theprevious Sub-Clause,orfailstoprovidesatisfactoryevidence,policiesor receipts, the Procuring Agency may, without prejudice to any other right or

remedy,effectinsuranceforthecoverrelevanttosuchasadefaultandpay the premiumsdueandrecoverthesameplusasuminpercentage giveninContractor Data from anyother amounts dueto theContractor.

**15. RESOLUTION OFDISPUTES**

15.1 **Engineer’s Decision**

IfadisputeofanykindwhatsoeverarisesbetweentheProcuringAgency andthe Contractorinconnectionwiththeworks,thematter indisputeshall,inthefirst place,bereferredinwritingtotheEngineer,withacopy totheotherparty.Such referenceshallstatethatitismadepursuanttothisClause.Nolaterthanthe twenty eight(28)daysaftertheday onwhichhereceivedsuchreference,the Engineer shall give notice of his decision to the Procuring Agency (SuperintendingEngineer) and the Contractor.

UnlesstheContracthasalreadybeenrepudiatedorterminated,theContractor shall,inevery case,continuetoproceedwiththeworkwithallduediligence,and the Contractor and the ProcuringAgency(SuperintendingEngineer)shall give effectforthwithtoevery suchdecisionoftheEngineerunlessanduntilthesame shall be revised, as hereinafterprovided in an arbitral award.

15.2 **NoticeofDissatisfaction**

IfaParty isdissatisfiedwiththedecisionoftheEngineerofconsultantorifno decisionisgivenwithinthetimesetoutinSub-Clause15.1hereabove, the Party maygivenoticeofdissatisfactionreferring tothisSub-Clausewithinfourteen(14) daysofreceiptofthedecisionortheexpiryofthetimeforthedecision.Ifno noticeofdissatisfactionisgiven withinthe specified time, the decisionshallbe finalandbinding ontheParties.Ifnoticeofdissatisfactionisgivenwithin the specifiedtime,thedecisionshallbebinding onthePartieswhoshallgive effectto itwithoutdelay unlessanduntilthedecisionoftheEngineerisrevisedbyan arbitrator.

IfacontractorisdissatisfiedwiththedecisionoftheEngineerofthedepartment ordecisionisnotgivenintimethenhecanapproachSuperintending Engineer within14days,incaseofdissatisfactionwithdecisionof SuperintendingEngineer ornotdecidedwithin28days, then arbitration processwould be adopted as per clause15.3.

15.3 **Arbitration**

Adisputewhichhasbeenthesubjectofa notice ofdissatisfactionshallbe finally settledasperprovisionsofArbitrationAct1940(ActNo. X of 1940) andRules madethereunderandanystatutorymodificationsthereto.Any hearingshallbe heldattheplacespecifiedintheContractDataandinthelanguage referredtoin Sub-Clause1.5.

**16 INTEGRITY PACT**

16.1 IftheContractororanyofhisSub-Contractors,agentsorservantsisfoundtohave violatedorinvolvedinviolationoftheIntegrity Pactsignedby theContractoras Schedule-Fto his Bid, then the ProcuringAgencyshall be entitled to:

(a) recoverfromtheContractoranamountequivalenttotentimesthesumof anycommission,gratification,bribe,finder‘sfeeorkickbackgivenby the Contractor or anyof his Sub-Contractors, agents or servants;

(b) terminate theContract;and

(c) recoverfromtheContractoranylossordamageto the ProcuringAgencyas a resultofsuchterminationorofany othercorruptbusinesspracticesofthe Contractor or anyof his Sub-Contractors, agents or servants.

OnterminationoftheContractunderSub-Para(b)of this Sub-Clause,the Contractorshalldemobilizefromthesiteleaving behindContractor‘sEquipment whichtheProcuringAgency instructs,intheterminationnotice,tobeusedforthe completionoftheworksattheriskandcostoftheContractor.Paymentupon such terminationshallbemadeunder Sub-Clause12.4,inaccordancewithSub-Para(c) thereof,afterhavingdeductedtheamountsduetotheProcuringAgencyunder Sub-Para(a) and (c) ofthis Sub-Clause.

**CONTRACT DATA**

*(Note: Except where otherwise indicated, all Contract Data should be filled in by the*

*Procuring Agency prior to issuance of the Bidding Documents.)*

**Sub-Clauses of**

**Conditions of Contract**

1.1.3 Procuring Agency‘s Drawings, if any

*(To be listed by the Procuring Agency)*

1.1.4 **The Procuring Agency** means

Executive Engineer, Buildings Division HYDERABAD

1.1.5 **TheContractor**means

Bidder.

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

1.1.9 **Time for Completion 15 Months**

*(The time for completion of the whole of the Works should be assessed by the*

*Procuring Agency)*

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

Procuring Agency (As mentioned above)

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

(a) The Contract Agreement

(b) Letter of Acceptance

(c) The completed Form of Bid

(d) Contract Data

(e) Conditions of Contract

(f) The completed Schedules to Bid including Schedule of Prices

(g) The Drawings, if any

(h) The Specifications

(i) (j)

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

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

3.1 **Authorized person:** Procuring Agency**.**

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

Aziz ul Haque Siddiqui, Executive Engineer, Buildings Division Hyderabad . D-26 G.O.R Colony Hyderabad

4.4 **Performance Security:** Amount10% (3 % performance guarantee and 8% will be deducted in running payment. Validity Three months after completion of work.

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

5.1 **Requirements for Contractor’s design (ifany):**

Specification Clause No‘s

7.2 **Programme:**

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

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

7.4 Amount payable due to failure to complete shall be 0.05% per day up to a maximum of

(10%) of sum stated in the Letter of Acceptance

(Usually the liquidated damages are set between 0.05percentand0.10percentper day.)

7.5 **Early Completion**

In case of earlier completion of the Work, the Contractor is not entitled to any bonus.

9.1 **Period for remedying defects**

Defect Liability Period

10.2 (e) **Variation procedures:**

As per COC and department/PWD code

11.1 **Terms of Payments a) Mobilization Advance: NOT APPLICABLE**

2) **Secured Advance on Materials**

(a) TheContractorshallbeentitledtoreceivefromtheProcuringAgencySecured AdvanceagainstanINDENTUREBONDinPWAccountFormNo.31(Fin. R. Form No. 2 acceptable to the Procuring Agency of such sum as the Engineermayconsider 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) SuchmaterialshavebeendeliveredtotheSiteandareproperlystored andprotectedagainstlossordamageordeteriorationtothe satisfaction andverificationoftheEngineer butatthe risk and costof the Contractor;

(iii) TheContractor‘srecordsoftherequirements,orders,receiptsanduse ofmaterialsarekeptinaformapprovedby theEngineer,andsuch records shall be available forinspection bythe Engineer;

(iv) TheContractorshallsubmitwithhismonthlystatementtheestimated valueofthematerialsonSitetogetherwithsuchdocumentsasmay be requiredby theEngineerforthepurposeofvaluationofmaterialsand providingevidenceof ownership and payment therefore;

(v) Ownershipofsuchmaterialsshallbe deemed tovestinthe Procuring Agency andthesematerialsshallnotberemovedfromtheSiteor otherwisedisposedofwithoutwrittenpermissionofthe Procuring Agency;

(vi) ThesumpayableforsuchmaterialsonSiteshallnotexceed75% of the (i) landed cost of imported materials, or (ii) ex-factory / ex-warehousepriceoflocally manufacturedorproducedmaterials,or (iii) market priceof stands other materials;

(vii) SecuredAdvanceshouldnotbeallowedunless&untiltheprevious advance, if an, fullyrecovered;

(viii) Detailedaccountofadvances must be kept in part IIof runningaccount bill;and

(ix) SecuredAdvancemaybepermittedonlyagainstmaterials/quantities anticipatedtobe consumed/utilizedontheworkwithina periodof 3 monthsfromthedateofissueofsecuredadvanceanddefinitelynotfor full quantities of materials forthe entirework/contract

(b) Recoveryof Secured Advance:

(i) SecuredAdvancepaidtotheContractorundertheaboveprovisions shallbeeffectedfromthemonthly paymentsonactualconsumption basis,butnotlaterthanperiodspecifiedintherulesnotmorethan threemonths (even if unutilized); other conditions.

(ii) As recoveries are made the outstanding accounts of the items concernedinPartIIshouldbereducedbmakingdeductionentriesin thecolumn;―deductquantity utilizedinworkmeasuredsinceprevious bill,‖equivalenttothequantitiesofmaterialsusedbythecontractoron items of work shown as executed in part Iof thebill.

(c) Interim payments: The Contractor shall submit to the Engineer monthly statementsoftheestimatedvalueoftheworkcompletedlessthe cumulative amountcertified previously.

|  |  |  |
| --- | --- | --- |
|  | (i) | Thevalueofworkcompletedcomprisesthevalueofthequantitiesof the items in the Bill of Quantities completed. |
| (ii) | valueofsecuredadvanceonthematerialsandvaluationofvariations  (if any). |
| (iii) | Engineermay excludeanyitemcertifiedinapreviouscertificateor reducetheproportionofany itempreviously certifiedinany certificate in thelight of later information. |
| (v) | Retentionmoney andotheradvancesaretoberecovered fromthebill submitted bycontractor. |
| 11.2 | **\***(a) | **ValuationoftheWorks:** |
|  | | i) Lump sum price(details), or |
| ii) Lump sum pricewith schedules of rates (details), or |
| iii)Lump sum pricewith billof quantities(details), or |
| iv)Re-measurementwithestimated/bidquantitiesintheScheduleof |

Prices or on premium above or below quoted on the rates mentioned in CSR (details), or/and

v) Cost reimbursable(details)

11.3 **Percentageofretention\*:** *five(5%)*

11.6 **Currency of payment:** Pak. Rupees

14.1 **Insurances:***(Procuring Agencymaydecide, keeping in view thenatureand the scopeof thework)*

**Typeofcover** TheWorks **Amount ofcover**

Thesum stated in theLetter ofAcceptanceplusfifteen percent(15%)

**Typeofcover** Contractor‘s Equipment: **Amount ofcover**

Fullreplacement cost

**Typeofcover**

Third Party-injuryto persons and damageto property

Not applicable.

*(Theminimumamountofthirdpartyinsuranceshouldbeassessedbythe*

*Procuring Agency and entered).*

Workers:

Other cover\*:

*(In each case nameof insured is Contractor and Procuring Agency)*

14.2 **Amount to be recovered**

Premium plus percent (%).

15.3 **Arbitration\*\***

Placeof Arbitration:

***\**** *(Procuring Agency to specifyas appropriate)*

*\*\* (It has to be in the ProvinceofSindh)*

**STANDARDFORMS**

*(Note:StandardFormsprovidedinthisdocumentforsecuritiesaretobeissuedbya bank. In casethebidderchoosestoissueabondforaccompanyinghisbidorperformanceof contract orreceiptofadvance,the relevantformatshallbe tailoredaccordingly withoutchangingthe spiritof theForms of securities).*

**FORMOFBID SECURITY**

(Bank Guarantee)

**(**Letter bythe Guarantor to the ProcuringAgency)

GuaranteeNo. Executed on

Name of Guarantor (Scheduled Bank in Pakistan) with

address: Name ofPrincipal (Bidder) with

address:

Sum of Security(express in words and

figures):

Bid ReferenceNo.

Date ofBid

KNOWALL MENBYTHESEPRESENTS,thatinpursuanceofthetermsoftheBidandat therequestofthesaidPrincipal,wetheGuarantorabove-namedareheldandfirmly bound unto the , (hereinafter called The ―Procuring Agency‖)inthesumstatedabove,forthepaymentofwhichsumwellandtrulytobemade, webindourselves,ourheirs,executors,administratorsandsuccessors,jointlyandseverally, firmlybythesepresents.

THECONDITIONOFTHISOBLIGATIONISSUCH,thatwhereasthe Principalhas submitted the accompanying Bid numbered and dated as above for

(ParticularsofBid)tothesaidProcuring

Agency; and

WHEREAS,theProcuringAgency hasrequiredasaconditionforconsideringthesaidBid thatthePrincipalfurnishesaBidSecurity intheabovesaidsumtotheProcuringAgency, conditioned as under:

(1) thattheBidSecurityshallremainvalidforaperiodoftwentyeight(28)daysbeyond the period ofvalidityofthe bid;

(2) that in the event of;

(a) the Principal withdraws his Bid duringthe period ofvalidityof Bid, or

(b) thePrincipaldoesnotacceptthecorrectionofhisBidPrice,pursuanttoSub- Clause16.4 (b)of Instructions to Bidders, or

(c) failureof thesuccessful bidder to

(i) furnishtherequiredPerformanceSecurity,inaccordancewithSub- ClauseIB-21**.**1 of Instructions to Bidders, or

(ii) sign the proposed Contract Agreement, in accordance with Sub- Clauses IB-20.2 &20.3 ofInstructions to Bidders,

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

NOWTHEREFORE,ifthesuccessfulbiddershall,withintheperiodspecifiedtherefore, on theprescribedformpresentedtohimforsignatureenterintoaformalContractAgreement withthesaidProcuringAgency inaccordancewithhisBidasacceptedandfurnishwithin fourteen(14)daysofreceiptofLetterofAcceptance,aPerformanceSecurity withgoodand sufficientsurety,asmayberequired,upontheformprescribedbythesaidProcuringAgency for the faithfulperformance andproper fulfilmentof the saidContractor inthe eventofnon**-** withdrawalof the saidBid withinthe time specified then thisobligationshallbe voidandof no effect, butotherwiseto remain in full force and effect.

PROVIDEDTHATtheGuarantorshallforthwithpay totheProcuringAgencythesaidsum statedaboveuponfirstwrittendemandoftheProcuringAgencywithoutcavilorargument andwithoutrequiringtheProcuringAgency toproveortoshowgroundsorreasonsforsuch demand,noticeofwhichshallbesentby theProcuringAgencyby registeredpostduly addressed to the Guarantor at its address given above.

PROVIDED ALSO THAT the Procuring Agency shall be the sole and final judge for deciding whether the Principal has dulyperformed his obligations to sign the Contract AgreementandtofurnishtherequisitePerformanceSecurity withinthetimestatedabove,or hasdefaultedinfulfillingsaidrequirementsandtheGuarantorshallpaywithoutobjectionthe sumstatedaboveupon first written demand from the ProcuringAgencyforthwith and without anyreferenceto thePrincipal or anyotherperson.

INWITNESSWHEREOF,theabovebounded Guarantor has executed the instrumentunder itssealonthedateindicatedabove,thenameandsealoftheGuarantorbeing heretoaffixed andthesepresentsduly signedby itsundersignedrepresentativepursuanttoauthority ofits governingbody.

Guarantor (Bank)

Witness: 1. Signature

1. 2. Name

Corporate Secretary(Seal)

2.

3. Title

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

**FORMOFPERFORMANCE SECURITY (BankGuarantee)**

GuaranteeNo. Executed on ExpiryDate

(Letter bythe Guarantor to the ProcuringAgency) Name ofGuarantor (Scheduled Bank in Pakistan) with

address:

Name ofPrincipal (Contractor)with

address:

Penal Sum of Security(express in words and

figures)

Letter ofAcceptanceNo.

Dated

KNOWALL MENBYTHESEPRESENTS,thatinpursuanceofthetermsoftheBidding DocumentsandabovesaidLetterofAcceptance (hereinafter called the Documents) and at the requestofthesaidPrincipalwe,theGuarantorabovenamed,areheldandfirmlyboundunto

the

(hereinafter called the

ProcuringAgency)inthepenalsumoftheamountstatedabove*,*forthepaymentofwhich sumwellandtruly tobemadetothesaidProcuringAgency,webindourselves,ourheirs, executors, administrators and successors, jointlyand severally, firmlybythesepresents.

THECONDITIONOFTHIS OBLIGATIONIS SUCH,thatwhereasthePrincipalhas accepted the Procuring Agency's above said Letter of Acceptance for

(Name ofContract) forthe

(Name ofProject).

NOWTHEREFORE,ifthePrincipal(Contractor)shallwellandtruly performandfulfillall theundertakings,covenants,termsandconditionsofthesaidDocumentsduring theoriginal termsofthesaidDocumentsandanyextensionsthereofthatmaybegrantedbytheProcuring Agency,withorwithoutnoticetotheGuarantor,whichnoticeis,hereby,waivedandshall alsowellandtrulyperformandfulfillalltheundertakings,covenantstermsandconditionsof theContractandofanyandallmodificationsofthesaidDocumentsthatmay hereafterbe made,noticeofwhichmodificationstotheGuarantorbeinghereby waived,then,this obligationtobevoid;otherwisetoremaininfullforce andvirtue tillallrequirementsof Clause9, RemedyingDefects, of Conditions of Contract are fulfilled.

OurtotalliabilityunderthisGuaranteeislimitedtothesumstatedaboveanditisacondition ofanyliabilityattaching tousunderthisGuaranteethatthe claim forpayment in writingshall

bereceivedby uswithinthevalidity periodofthisGuarantee,failingwhichweshallbe discharged of ourliability, if any, under this Guarantee.

We, (theGuarantor),waiving allobjections and defensesundertheContract,doherebyirrevocably andindependently guaranteetopay tothe ProcuringAgencywithoutdelay upontheProcuringAgency'sfirstwrittendemandwithout cavilorargumentsandwithoutrequiringtheProcuringAgencytoproveortoshowgrounds orreasonsforsuchdemandany sumorsumsuptotheamountstatedabove,againstthe ProcuringAgency'swritten declarationthatthe Principalhasrefusedor failedtoperformthe obligationsundertheContract,for whichpaymentwillbeeffectedbytheGuarantorto ProcuringAgency‘s designated Bank &Account Number.

PROVIDED ALSO THAT the Procuring Agency shall be the sole and final judge for decidingwhetherthePrincipal(Contractor)hasduly performedhisobligationsunderthe ContractorhasdefaultedinfulfillingsaidobligationsandtheGuarantorshallpay without objectionany sumorsumsuptotheamountstatedaboveuponfirstwrittendemandfromthe ProcuringAgencyforthwith and withoutanyreferenceto thePrincipal or anyotherperson.

INWITNESSWHEREOF,theabove boundedGuarantorhasexecutedthisInstrumentunder itssealonthe date indicated above, the name and corporate seal of theGuarantor beinghereto affixedandthesepresentsdulysignedbyitsundersignedrepresentative,pursuanttoauthority ofits governingbody.

Witness:

1.

Guarantor (Bank)

1. Signature

Corporate Secretary(Seal)

2. Name

3. Title

2.

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

**FORMOFCONTRACT AGREEMENT**

THISCONTRACTAGREEMENT(hereinaftercalledthe―Agreement‖)madeonthe

day of

200 between (hereinaftercalledthe

―Procuring Agency‖) of the one part and

―Contractor‖) ofthe other part.

(hereinafter called the

WHEREAStheProcuringAgencyisdesirousthatcertainWorks,viz shouldbeexecutedby theContractorandhasacceptedaBidby theContractorforthe execution and completion ofsuchWorks and the remedyingof anydefects therein.

NOWthis Agreement witnesseth as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectivelyassigned to them in the Conditions of Contract hereinafter referred to.

2. The following documents after incorporating addenda, if any except those parts relating toInstructionstoBidders,shallbedeemedtoformandbereadand construed as part of this Agreement, viz:

(a) TheLetter ofAcceptance;

(b) The completed Form of Bid alongwith Schedules to Bid; (c) Conditions of Contract &Contract Data;

(d) Thepriced Schedule ofPrices/Bill of quantities(BoQ); (e) TheSpecifications;and

(f) TheDrawings

3. In consideration of the payments to be made by the Procuring Agency to the Contractorashereinaftermentioned,theContractorhereby covenantswiththe ProcuringAgencytoexecuteandcompletetheWorksandremedy defectsthereinin conformityand in all respects within the provisions of theContract.

4. TheProcuringAgencyherebycovenantstopaytheContractor,inconsiderationofthe executionandcompletionof the Worksasper provisionsof theContract,theContract PriceorsuchothersumasmaybecomepayableundertheprovisionsoftheContract at thetimes and in themanner prescribed bythe Contract.

INWITNESSWHEREOFthepartiesheretohave caused thisContractAgreementtobe executedonthe day***,***monthandyear firstbefore written inaccordance withtheir respective laws.

Signatureof theContactor Signatureof the ProcuringAgency

(Seal) (Seal)

Signed, Sealed and Delivered in thepresenceof:

Witness: Witness:

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

**MOBILIZATION ADVANCE GUARANTEE**

(Letter bythe Guarantor to the ProcuringAgency)

GuaranteeNo. Executed on

WHEREAS the

(hereinafter

called the Procuring Agency) has entered into a Contract for

(Particulars of Contract), with

(hereinafter called the Contractor).

ANDWHEREASthe ProcuringAgencyhasagreedtoadvancetotheContractor,atthe

Contractor‘s request, an amount of Rs.

Rupees

)whichamountshallbeadvancedtotheContractorasper provisions of theContract.

ANDWHEREAStheProcuringAgencyhasaskedtheContractortofurnishGuaranteeto securethe advancepayment forthe performanceof his obligations under thesaid Contract.

AND WHEREAS

(ScheduledBank)

(hereinaftercalledthe Guarantor) atthe requestof the Contractorandinconsiderationof the ProcuringAgencyagreeingtomaketheaboveadvancetotheContractor,hasagreedto furnish thesaid Guarantee.

NOW THEREFORE the Guarantor hereby guarantees that the Contractor shall use the advanceforthepurposeofabove mentioned Contractandifhe fails,andcommitsdefaultin fulfillmentofany ofhisobligationsforwhichtheadvancepaymentismade,theGuarantor shall be liable to the Procuring Agencyfor payment not exceeding the aforementioned amount.

Noticeinwritingofany default,ofwhichtheProcuringAgencyshallbethesoleandfinal judge,asaforesaid,onthepartoftheContractor,shallbegivenbytheProcuringAgencyto theGuarantor,andonsuchfirstwrittendemandpaymentshallbemadebytheGuarantorof allsumsthendueunderthisGuaranteewithoutany referencetotheContractorandwithout anyobjection.

ThisGuaranteeshallcomeintoforceassoonastheadvancepaymenthasbeencreditedtothe account of theContractor.

This Guaranteeshall expirenot laterthan

bywhichdatewemusthavereceivedanyclaimsbyregisteredletter,telegram,telexor telefax.

ItisunderstoodthatyouwillreturnthisGuaranteetousonexpiryoraftersettlementofthe total amount to be claimed hereunder.

Guarantor (Scheduled Bank)

Witness:

1.

1. Signature

Corporate Secretary(Seal)

2. Name

3. Title

2.

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

**INDENTUREFORSECUREDADVANCES.**

(Foruseincasesinwhichiscontractisfor finishedworkandthecontractorhas enteredintoanagreementfortheexecutionofacertainspecifiedquantityofworkinagiven time).

ThisINDENTUREmadethe............... ........................... dayof......................

----- .......----------........-197--"- BETWEEN (hereinafter called "the Contractor"whichexpressionshallwherethecontextsoadmitsorimpliedbedeemedto include his heirs, executors, administrators and assigns) of the one part and THE GOVERNOROFSINDH(hereinaftercalled"theGovernment"oftheotherpart).

WHEREASbyanagreement,dated (hereinafter calledthesaid agreement,thecontractorhasagreedtoperformtheunder-mentionedworks(hereinafter referred to as thesaid work):-

(Hereenter(thedescriptionoftheworks).1

ANDWHEREASthecontractorhasappliedtothe........... .................................

—.......-----foranadvancetohimofRupees-----------------------------------------------------. (Rs...................) on the securityof materials absolutelybelongingto him and brought by

himtothesiteofthesaidworksthesubjectof the saidagreementfor use inthe constructionofsuchofthesaidworksashehasundertakentoexecuteatratesfixedfor thefinishedwork(inclusive of the costof materialsandlabour andother charge) AND WHEREAStheGovernmenthasagreedtoadvancetotheContractorthesumofRupees,

(Rs.......................) on thesecurityof materials thequantities andotherparticulars of whicharedetailedinPartIIofRunningAccountBill(E).thesaidworkssignedbythecontractor

Fin R.Form.l7.A

on-----------.......—andonsuchcovenantsandconditionsasarehereinaftercontained andtheGovernmenthasreservedtoitselftheoptionofmarkinganyfurtheradvanceor advancesonthesecurityofothermaterialsbroughtbytheContractortothesiteofthe saidworks.

NOW THIS INDENTURE WTTNESSETH that in pursuance ofthe said agreementandinconsiderationofthesumofRupees...........-------------......-........—......

(Rs. ------......-----) on or beforethe execution ofthesepresents paid to the Contractor

bytheGovernment(thereceiptwhereoftheContractordothherebyacknowledge)andof suchfurtheradvances(ifany)asmay bemadetohimasaforesaid(allofwhichadvancesare hereinaftercollectively referredtoasthesaidamount)theContractordothherebyassign untotheGovernmentthesaidmaterialsbywayofsecurityforthesaidamount

follow :-

And doth herebycovenant and agreewith theGovernment and declare ay

(1) ThatthesaidsumofRupees.........-................-------------......-------------- (RF.-------------------) so advanced bythe Government to the Contractor as aforesaid and

allorany furthersumorsumswhichmay beadvancedaforesaidshallbeemployedbythe contractorinortowardsexpendingtheexecutionofthesaidworksandfor noother purpose whatsoever.

(2) ThatthematerialsdetailedinthesaidRunningAccountBill(B)whichhavebeen

FinRFormNo.17-A

Offeredtoandacceptedby(heGovernmentassecurityforthesaidamountare absolutelyby theContractorsownpropertyfreefromencumbrancesofanykindandtheContractorwill not make anyapplicationfororreceiveafurtheradvanceonthesecurityofmaterialswhich are notabsolutely hisownproperty andfreefromencumbrancesofany kindandthecontractor hereby agrees,atalltimes, to indemnify and saveharmlesstheGovernment against all claimswhatsoevertoanymaterialsinrespectofwhichanadvancehasbeenmadetohim asaforesaid.

(3) ThatthesaidmaterialsdetailedinthesaidRunningAccountBill(B)andallother

Fin.R.FormNo.17-A

Materialsonthesecurityofwhichanyfurtheradvanceoradvancesmay hereafterbemade asaforesaid(hereinafter called thesaid materials)shall beused bytheContractorsolelyin*the* executionofthesaidworksinaccordancewiththedirectionsofthe

DivisionalOfficer---------------------------(hereinafter called the Divisional Officer) and in thetermsofthesaidagreement.

(4) ThattheContractorshallmakeathisowncostallnecessaryandadequate arrangementfortheproperwatch,safecustody andprotectionagainstallrisksofthesaid materialandthatuntilusedinconstructionasaforesaidthe saidmaterialsshallremain atthe siteofthesaidworksintheContractor'scustody andathisownriskandonhisown responsibility andshallatalltimesbeopentoinspectionby (heDivisionalOfficerorany officerauthorizedbyhim.Intheeventofthesaidmaterialsofanypart(hereofbeing stolen,destroyedordamagedorbecomingdeteriorated ina grater degree thanisdue to reasonableuseand wearthereofContractorwillforthwithreplace the same withother materialsoflikequalify orrepairandmakegoodthesameasrequiredby theDivisional Officerandthematerialssobroughttoreplacethesaidmaterialssorepairedandmade good shallalso be considered as securityforthe said amount.

(5) 'Hurtthesaidmaterialsshallnotonany accountberemovedfromthesiteofthesaid works except with the written permission of the Divisional Officer or an officer authorizedbyhiminthatbehalf

(6) That the said amountshall bepayable in full when orbeforetheContractor receivespayment,fromtheGovernmentofthepricepayabletohimforthesaidworks under the terms and provisions of the said agreement PROVIDED THAT if any intermediatepaymentsaremadetothecontractoronaccountofworkdonethenon the occasion ofeachsuchpaymenttheGovernmentwillbeatlibertytomakearecoveryfrom theContractorsBillforsuchpaymentby deductingtherefrominthevalueofthesaid materials(henactuallyusedintheconstructionandinrespectofwhichrecoveryhasnotbeen madepreviouslythevalueforthispurposebeingdeterminedinrespectofeachdescription ofmaterialat(heratesatwhichtheamountof the advancesmade under thesepresentswere calculated.

(7) That if the Contractor shall at any time make any default in the performanceorobservationinany respectofany ofthetermsandprovisionsofthesaid agreementorofthesepresentsthetotalamountoftheadvanceoradvancesthatmay stillbe owing to the Government shall immediately on the happening of such default be repayablebytheContractortotheGovernmenttogetherwithinterestthereonattwelve

percentperannumfromthedateorrespectivedatesofsuchadvanceoradvancestothe dateorrepaymentandwithallcosts,charges,damagesandexpensesincurredby the Government in orfor the recovery thereoforthe enforcement ofthis security or otherwiseby reasonof(hedefaultoftheContractorandany moneyssobecomingdueand payable shallconstitute adebt due from the Contractor to theGovernment and theContractor herebycovenantsandagreeswiththeGovernmenttorepayandthesamerespectivelytoit accordingly.

(8) That the Contractor hereby charges all the saidmaterials withthe repaymenttotheGovernmentofthesaidsumofRupees........................-............................. (Rs.......................) and anyfurthersum or sums which maybe advanced as aforesaid and

all costs charges damages and expenses payable under these present PROVIDED ALWAYSanditishereby agreedanddeclaredthatnotwithstandinganythinginthesaid agreement and without prejudice to the powers contained therein if and whether the

covenantforpaymentandrepaymenthereinbeforecontainedshallbecomeenforceableand themoneyowingshallnotbepaidtoaccordingly.

OncetherewiththeGovernmentmayatanytimethereafteradoptalloranyof followingcoursesasitmaydeembest;-

(a) Seizeandutilizethesaidmaterialsorany partthereofinthecompletionof the said works on behalf of the Contractor in accordance with the provisions inthatbehalfcontainedinthesaidagreementdebiting the Contractorwiththeactualcostofeffectingsuchcompletiontheamountdue in respect ofadvances under these presents and crediting the Contractorwiththevalue ofworkdoneashe hadcarrieditoutin accordancewiththesaidagreementandattheratesthereby provided.Ifthe balance is againstthe Contractorhe istopaythesametotheGovernmenton demand.

(b) Removeandsellbypublicauctiontheseizedmaterialsoranypartthereofand out of the moneys arising from the sale retain all the sums aforesaid repayabletotheGovernmentunderthesepresentsandpayoverthesurplus (ifany)totheContractor.

(c) Deductallorany partofthemoneysowingoutofthesecurity depositorany sumduetotheContractorunderthesaidagreement.

(9) Thatexceptasisexpresslyprovidedbythepresentsinterestontheaid advanceshallnotbepayable.

(10) Thatintheeventofany conflictbetweentheprovisionsofthesepresentsand thesaidagreementtheprovisionsofthese presentsshallprevailandintheeventofany disputeordifferencearising overtheconstructionor effect of thesepresents thesettlement of which has not been hereinbefore expresslyprovided forthe same shallbe

referredtotheSuperintendingEngineer.....................................Circle whose…………….

decisionshallbefinalandtheprovisionsoftheIndianArbitrationActforthetimebeing in forceso far as theyareapplicable shallapplyto anysuch reference.

Inwitnesseswhereofthe\*------—\_\_....................................on behalf of the Governorof Sindh and the said.................—...........................-..........--havehereuntoset theirrespectivehands and seals thedayand firstabovewritten.

Signed,sealedanddeliveredby\*In the presenceof

Seal

1st witness 2ndwitness

Signed,sealedanddeliveredby\*In thepresenceof

Seal

1stWitness2ndwitness

**SPECIFICATIONS**

*[Note for Preparing the Specifications]*

Asetofpreciseandclearspecificationsisaprerequisiteforbidderstorespondrealistically andcompetitively totherequirementsoftheuserwithoutqualifyingtheirBids.The specificationsmustbedraftedtopermitthewidestpossiblecompetitionand,atthesame time,presenta clear statementof the requiredstandards of workmanship,materials, performanceoftheworks.Onlyifthisisdoneobjectivesofeconomy,efficiency,andfairness in procurement will be realized and responsiveness of Bids can be ensured, and the subsequenttaskofbidevaluationcanbe facilitated. The specificationsshouldrequire that materialstobeincorporated inthe worksbe new, unused,andof the mostrecentor current models,andincorporatedallrecentimprovements indesign and materialsunless provided for otherwisein the contract.

Samplesofspecificationsfromsimilartopreviousprocurementsareusefulinthisrespect. Theuseofmetricunitsisencouraged.Dependingonthecomplexity oftheworksandthe repetitiveness of the type of procurement, it may be advantageous to standardize the TechnicalSpecificationsthatshouldcoverallclassesof workmanship,materialsand equipment although not necessarilyto be used in a particular procurement.

Caremustbetakenindraftingspecificationstoensurethatthey arenotrestrictive.Inthe specification of standards for equipment, materials, and workmanship, recognized internationalstandardsshouldbeused asmuch aspossible.The specificationsshallconsider allconditionsbutnotlimitedtoseismicconditions,weather conditionsandenvironmental impact. Thespecificationsshouldstatethatequipment,materials,andworkmanshipthat meetotherauthoritativestandards,andwhichensureatleastasubstantiallyequalqualitythan thestandardsmentioned,willalsobeacceptable.Thefollowingclausemaybeinsertedinthe Specifications.

SampleClause: Equivalencyof Standards and Codes

WhereverreferenceismadeintheSpecificationstospecificstandardsandcodestobemet byWorkstobefurnishedandtested, the provisions of thelatest current edition or revision of therelevant shall apply, unless otherwise expresslystated in theContract. Other authoritative standards that ensure equivalenceto thestandards and codesspecifiedwillbe acceptable.]

**\*DRAWINGS**

*\* (Note: The Engineer/Procuring Agency may incorporate specific Drawings for Biddingpurposesonly ormay include the detailed drawingsinaseparate volume, ifnecessary).*