**GOVERNMENT OF SINDH**

**RURAL DEVELOPMENT DEPARTMENT**

****

**BIDDING DOCUMENT**

**FOR**

1. **CONSTRUCTION OF ROAD FROM 13 MILE HERAL TO VILLAGE MEHRAB BANGLANI TALUKA UMERKOT (ADP # 2007).**

|  |  |
| --- | --- |
| **Issued to:-** | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| **Date of Issue:-** | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| **D.R No. & Date:-** | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| **Amount Rs.** | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

**EXECUTIVE ENGINEER**

**RURAL DEVELOPMENT DEPARTMENT**

**MIRPURKHAS**

**OFFICE OF THE EXECUTIVE ENGINEER**

**RURAL DEVELOPMENT DEPARTMENT MIRPURKHAS**

**TENDER SHEET**

**Name of Work: CONSTRUCTION OF ROAD FROM 13 MILE HERAL TO VILLAGE MEHRAB BANGLANI TALUKA UMERKOT (ADP # 2007).**

**Name of Contractor / Firm:- \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**DR. No: Dated:**

**CD.No: Dated: Amount Rs.**

**Bank Branch:**

**EXECUTIVE ENGINEER**

**RURAL DEVELOPMENT DEPARTMENT**

**MIRPURKHAS**

**STANDARD FORM OF BIDDING DOCUMENT**

**FOR**

**PROCUREMENT OF WORKS**

(For Contracts (Small) amounting between Rs.2.5 million to Rs.50

million)

**INSTRUCTIONS TO PROCURING AGENCIES**

**INSTRUCTIONS TO PROCURING AGENCIES**

**(Not to be included in Bidding Documents)**

**A. Basis of Documents**

These Documents have been prepared as a global document intended to be used by different agencies/users according to their requirements. This document is envisaged for National Competitive Bidding (NCB), meant for use for Works costing not more than Rs. 25 Million. These documents may be tailored according to the scope of works as well as in case of contracts on International Competitive Bidding (ICB) basis, funded by international financial institutions/donors, with payments in foreign currencies. Procuring agencies are then to tailor

the relevant clauses to suit their requirements including appropriate modifications in the relevant sections of the documents in the light of SPPRA Bidding Documents for Large Works.

The Procuring Agency is expected to manage the Contract itself. The role of Engineer may be added by the Procuring Agency, if the Procuring Agency wishes to engage a consultant. The role of the Engineer with specific delegated powers under various clauses of Instructions to Bidders such as clarifications of Bid Documents, Amendment of Bid Documents, evaluation of Bids etc. and to administer the Contract under various clauses of Conditions of Contract should have been specified. The Procuring Agency will be required to set out in the specifications and drawings the full scope of work including the extent of design to be done by the Contractor, if any.

**B. Contents of Documents**

As stated in Clause IB.4 of Instructions to Bidders, the complete Bidding Documents in addition to Invitation for Bids shall comprise items listed therein including any addendum to Bidding Documents issued in accordance with IB.6. The Standard Form of Bidding Documents (for Small Contracts) includes the following:

1. Instructions to Bidders & Bidding Data

2. Form of Bid & Schedules to Bid

3. Conditions of Contract & Contract Data

4. Standard Forms

5. Specifications

6. Drawings, if any

In addition, Instructions to procuring agencies are also provided at various locations of this document within parenthesis or as a Note(s). Procuring agencies are expected to edit or finalise this document accordingly, by filling in all the relevant blank spaces and forms as per the scope of the work, deleting all notes and instructions intended to help the bidders.

The procuring agency is required to prepare the following for completion of the Bidding Documents:

(i) Invitation for Bids

(ii) Bidding Data

(iii) Schedules to Bid (Samples)

(iv) Schedule of Prices (Format)

(v) Contract Data

(vi) Specifications

(vii) Drawings, if any

The Procuring agency‘s attention is drawn to the following while finalizing the Bidding Documents.

**C. Notice Inviting Tender/ Invitation for Bids/ Request for Expression of Interest**

The “Notice Inviting Tender” is meant for publication of tenders for calling bids in the newspapers and SPPRA Website.

The blank spaces wherever shown are required to be filled by the Procuring Agency before issuance of Bidding Documents.

The Procuring Agency may modify para 1 of Notice Inviting Tender as per its requirements. The notice should be published so as to give the interested bidders sufficient working period for preparation and submission of bids – not less than 15 days for National Competitive Bidding and 45 days for International Competitive Bidding (SPP Rule 18).

1. The eligible bidders are defined in IB.2; the text can be amended by the Procuring Agency as deemed appropriate.

*2.* The non-refundable fee for the sale of Bidding Documents should be nominal so as to cover printing/reproduction and mailing costs and to ensure that only bona-fide bidders shall apply (SPP Rule 20).

3. The amount of Bid Security should be a lump sum figure or a percentage, but not less than 1% and more than 5% of bid price and should be in accordance with IB.13.1 (SPP Rule 37).

4. If the venue of receipt of bids and the opening of bids is the same, the time***s*** for receipt and opening of bids are to be entered in last Para of the Notice Inviting Tender, otherwise indicate the name, address and exact location for the opening of bids. However the date for the receipt and the opening of bids shall be same (SPP Rule 41).

**D. Instructions to Bidders**

These Instructions to Bidders will not be part of Contract and will cease to have effect once the Contract is signed along with Bidding Data.

The Instructions to Bidders can be used as given. Procuring agency may have to make changes under Bidding Data.

The Procuring Agency‘s or Engineer‘s Representative, if any***,*** shall exercise powers of the Engineer/Procuring Agency under and in connection with Clauses IB.5, IB.6, IB.16, etc. In

case an Engineer has been appointed by the Procuring Agency, the aforesaid clauses may be modified accordingly to specify the role of the Engineer by the Procuring Agency, otherwise the Engineer‘s reference wherever exist, except Sub-Clause 1.1.20 & Clause 15 of Conditions of Contract and Item 1.1.20 of Contract Data, shall be deleted.

**E. Bidding Data**

The blank spaces wherever shown in Bidding Data are required to be filled by the Engineer/Procuring Agency before issuance of Bidding Documents.

1. Contents of IB.10.3 may be retained or modified by the Procuring Agency.

2. Procuring Agency should insert required experience in IB.11.2.

3. Referring to IB.14.1, the period of bid validity may range from 30 to 90 days depending upon the size and nature of the works. Number of days shall be filled in as per Procuring Agency‘s requirements.

4. Contents of IB.16.3 to IB.16.8 may be retained or modified by the Procuring Agency in accordance with its requirements.

**F. Schedules to Bid**

Specimen of Schedules to Bid including format of Schedule of Prices are provided in this document. The Procuring Agency may add/delete/modify as per its requirement.

The blank spaces wherever shown are required to be filled by the Engineer/Procuring Agency before issuance of Bidding Documents except those required to be provided by the Contractor.

**G. Conditions of Contract**

The procuring agency while preparing Contract Data, shall ensure that no Clause of Conditions of Contract is deleted and that the changes included in Contract Data shall be such

as not to change the spirit of the document. Any adjustment or change in clauses of Conditions of Contract to meet specific project features shall be made with care and incorporated in Contract Data.

**H. Contract Data**

The blank spaces wherever shown are required to be filled by the Engineer/Procuring Agency before issuance of Bidding Documents.

1. Referring to Sub-Clause 1.1.1 of Conditions of Contract, the Engineer/Procuring Agency may add, in order of priority, such other documents as to form part of the Contract*,* in Sub-Clause 1.3 of the Contract Data.

2. The Procuring Agency‘s Representative, if any, shall exercise powers of the rocuring Agency under and in connection with Sub-Clauses 1.3, 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 of the Conditions of Contract. In case an Engineer has been appointed by the Procuring Agency, the aforesaid clauses may be modified accordingly by the Procuring Agency.

3. The sum insured for different insurances including minimum amount of third party insurance should be assessed by the Engineer/Procuring Agency and entered in Contract Data. Such insurance cover shall be carried out with Insurance Company having at least AA rating from PACRA / JCR in the favour of the procuring agency.

4. The time for completion of the whole of the works should be assessed by the Engineer/Procuring Agency and entered in the Contract Data.

5. The Conditions of Contract contain no overall limit on the Contractor‘s liability. The amount of **liquidated damages** per day of delay shall be entered by the Engineer/Procuring Agency in Contract Data. Usually the liquidated damages are set between **0.05 percent and 0.10 percent per day and the maximum limit as 10 percent of contract price stated in the Letter of Acceptance.**

6. Any amendment and/or additions to the Conditions of the Contract that are specific to a given Bid/Contract should be included by the Procuring agency. This may include but not be limited to the provisions regarding the following:

a) Terms of Payment should be prepared and incorporated in Contract Data by the Engineer/Procuring Agency.

b) The Engineer/Procuring Agency to make sure that all taxes and duties are included by the Bidders/Contractors in their prices.

**I. Specifications**

To be prepared and incorporated by the Engineer/Procuring Agency

**J. Drawings**

To be prepared and incorporated by the Engineer/Procuring Agency, if required.

1

**SUMMARY OF CONTENTS**

**Subject Page No**

(I) INVITATION FOR BIDS………………………………………………………. 02

(II) INSTRUCTIONS TO BIDDERS & BIDDING DATA………………………… 04

(III) FORM OF BID & SCHEDULES TO BID……………………………………… 19

(IV) CONDITIONS OF CONTRACT & CONTRACT DATA……………………... 33

(V) STANDARD FORMS…………………………………………………………... 54

(VI) SPECIFICATIONS……………………………………………………………… 67

(VII) DRAWINGS……………………………………………………………………. 68

**INVITATION FOR BIDS**

**INVITATION FOR BIDS**

**Bid Reference No: XEN/RDD/Tenders/2016-17/ Dated: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

1. The Procuring Agency, Executive Engineer, Rural Development Department, Mirpurkhas, invites sealed bids from interested firms or persons licensed by the Pakistan Engineering Council in the appropriate category for the work of “CONSTRUCTION OF ROAD FROM 13 MILE HERAL TO VILLAGE MEHRAB BANGLANI TALUKA UMERKOT (ADP # 2007)”, which will be completed in 450 days.
2. A complete set of Bidding Documents may be purchased by an interested eligible bidder on submission of a written application to the office given below and upon payment of a non-refundable fee of Rupees Three Thousand only. Bidder may acquire the Bidding Documents from the office of the Executive Engineer, RDD, Mirpurkhas at Rural Development Department, Old SRTC Office Premises, Wahdat Colony Near Agriculture Complex Hyderabad.
3. All bids must be accompanied by a Bid Security in the 2% of bid price in the form of (pay order / demand draft) and must be delivered to Executive Engineer, Rural Development Department, Mirpurkhas on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. Bids will be opened on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ at 2:00 PM in the presence of bidders, representatives who choose to attend at the Executive Engineer, Rural Development Department, Mirpurkhas.

EXECUTIVE ENGINEER

RURAL DEVELOPMENT DEPARTMENT

MIRPURKHAS

Note: 1. Executive Engineer, RDD, Mirpurkhas to enter the requisite information in blank spaces.

2. The bid shall be opened on \_\_\_\_\_\_\_\_\_\_\_ at 2:00 PM after the deadline for submission of

bids.

**INSTRUCTIONS**

**TO BIDDERS**

**&**

**BIDDING DATA**

**Notes on the Instructions to Bidders**

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

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

**TABLE OF CONTENTS**

**INSTRUCTIONS TO BIDDERS**

***Clause No. Description Page No.***

**A. GENERAL**

IB.1 Scope of Bid & Source of Funds………………………………… 6

IB.2 Eligible Bidders………………………………………………….. 6

IB.3 Cost of Bidding………………………………………………….. 7

**B. BIDDING DOCUMENTS**

IB.4 Contents of Bidding Documents………………………………… 7

IB.5 Clarification of Bidding Documents…………………………….. 7

IB.6 Amendment of Bidding Documents…………………………….. 8

**C- PREPARATION OF BID**

IB.7 Language of Bid…………………………………………………. 8

IB.8 Documents Comprising the Bid…………………………………. 8

IB.9 Sufficiency of Bid……………………………………………….. 8

IB.10 Bid Prices, Currency of Bid & Payment………………………… 9

IB.11 Documents Establishing Bidder‘s Eligibility and Qualifications... 9

IB.12 Documents Establishing Works Conformity to

Bidding Documents……………………………………………… 9

IB.13 Bidding Security…………………………………………………. 10

IB.14 Validity of Bids, Format*,* Signing and Submission of Bid………. 10

**D- SUBMISSION OF BID**

IB.15 Deadline for Submission*,* Modification & Withdrawal of Bids…. 11

**E. BID OPENING AND EVALUATION**

IB.16 Bid Opening, Clarification and Evaluation……………………… 12

IB.17 Process to be Confidential………………………………………... 13

**F. AWARD OF CONTRACT**

IB.18 Qualification……………………………………………………... 13

IB.19 Award Criteria & Procuring Agency‘s Right……………………. 14

IB.20 Notification of Award & Signing of Contract Agreement……… 14

IB.21 Performance Security……………………………………………. 14

IB.22 Integrity Pact…………………………………………………….. 15

**INSTRUCTIONS TO BIDDERS**

(Note: (*These Instructions to Bidders (IB) along with Bidding Data will not be part of Contract and will cease to have effect once the Contract is signed).*

**A. GENERAL**

**IB.1 Scope of Bid & Source of Funds**

**1.1 Scope of Bid**

The Procuring Agency as defined in the Bidding Data (hereinafter called “the Procuring Agency”) wishes to receive Bids for the Works summarized in the Bidding Data (hereinafter referred to as “the Works”).

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

**1.2 Source of Funds**

The Procuring Agency has arranged funds from its own sources or *Federal/ Provincial/Donor agency or any other source,* which may be indicated accordingly in bidding data towards the cost of the project/scheme.

**IB.2 Eligible Bidders**

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

a) duly licensed by the Pakistan Engineering Council (PEC) in the appropriate category for value of works.

Provided that the works costing Rs. 2.5 million or less shall not require any registration with PEC .

b) duly pre-qualified with the Procuring Agency. (*Where required*).

In the event that prequalification of potential bidders has been undertaken, only bids from prequalified bidders will be considered for award of Contract.

c) if prequalification has not undertaken , the procuring agency may ask information and documents not limited to following:-

(i) company profile;

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

(iii) construction equipments;

(iv) qualification and experience of technical personnel and key site management;

(v) financial statement of last 3 years;

(vi) information regarding litigations and abandoned works if any.

**IB.3 Cost of Bidding**

3.1 The bidder shall bear all costs associated with the preparation and submission of its bid and the Procuring Agency will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process (SPP Rules 24 & 25).

**B. BIDDING DOCUMENTS**

**IB.4 Contents of Bidding Documents**

4.1 In addition to Invitation for Bids, the Bidding Documents are those stated below, and

should be read in conjunction with any Addendum issued in accordance with Sub-Clause IB.6.1.

1. Instructions to Bidders & Bidding Data

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

Schedules to Bid comprise the following:

(i) Schedule A: Schedule of Prices/ Bill of Quantities (BoQ).

(ii) Schedule B: Specific Works Data

(iii) Schedule C: Works to be Performed by Subcontractors

(iv) Schedule D: Proposed Programme of Works

(v) Schedule E: Method of Performing Works

(vi) Schedule F: Integrity Pact (works costing Rs 10 million and above)

3. Conditions of Contract & Contract Data

4. Standard Forms:

(i) Form of Bid Security,

(ii) Form of Performance Security;

(iii)Form of Contract Agreement;

(iv) Form of Bank Guarantee for Advance Payment.

5. Specifications

6. Drawings, if any

**IB.5 Clarification of Bidding Documents**

5.1 A prospective bidder requiring any clarification(s) in respect of the Bidding Documents may notify the Engineer/Procuring Agency at the Engineer‘s/ Procuring Agency‘s address indicated in the Bidding Data.

5.2 An interested bidder, who has obtained bidding documents, may request for clarification 8

of contents of bidding documents in writing and procuring agency shall respond to such quarries in writing within three calendar days, provided they are received at least five calendar days prior to the date of opening of bid (SPP Rule 23-1).

;

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

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

6.2 Any addendum thus issued shall be part of the Bidding Documents pursuant to Sub-

Clause 6.1 hereof, and shall be communicated in writing to all purchasers of the Bidding Documents. Prospective bidders shall acknowledge receipt of each addendum in writing to the Procuring Agency.

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

**C. PREPARATION OF BIDS**

**IB.7 Language of Bid**

7.1 All documents relating to the Bid shall be in the language specified in the Contract Data.

**IB.8 Documents Comprising the Bid**

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

(a) Offer /Covering Letter

(b) Form of Bid duly filled, signed and sealed, in accordance with IB.14.3.

(c) Schedules (A to F) to Bid duly filled and initialed, in accordance with the

instructions contained therein & in accordance with IB.14.3.

(d) Bid Security furnished in accordance with IB.13.

(e) Power of Attorney in accordance with IB 14.5.

(f) Documentary evidence in accordance with IB.2(c) & IB.11

(g) Documentary evidence in accordance with IB.12.

**IB.9 Sufficiency of Bid**

9.1 Each bidder shall satisfy himself before Bidding as to the correctness and sufficiency of his Bid and of the premium on the rates of CSR / rates and prices quoted/entered in the Schedule of Prices, which rates and prices shall except in so far as it is otherwise

expressly provided in the Contract, cover all his obligations under the Contract and all

matters and things necessary for the proper completion of the works.

9.2 The bidder is advised to obtain for himself at his own cost and responsibility all

information that may be necessary for preparing the bid and entering into a Contract for

execution of the Works.

**IB.10 Bid Prices, Currency of Bid and Payment**

10.1 The bidder shall fill up the Schedule of Prices (Schedule A to Bid) indicating the

percentage above or below the Composite Schedule of Rates/unit rates and prices of the

Works to be performed under the Contract. Prices in the Schedule of Prices/Bill of

Quantities shall be quoted entirely in Pak Rupees keeping in view the instructions

contained in the Preamble to Schedule of Prices.

10.2 Unless otherwise stipulated in the Conditions of Contract, prices quoted by the bidder

shall remain fixed during the bidder‘s performance of the Contract and not subject to

variation on any account.

10.3 The unit rates and prices in the Schedule of Prices or percentage above or below on the

composite schedule of rates shall be quoted by the bidder in the currency as stipulated in

Bidding Data.

10.4 Items for which no rate or price is entered by the Bidder will not be paid for by the

Procuring Agency when executed and shall be deemed covered by the other rates and

prices in the Bill of Quantities.

**IB.11 Documents Establishing Bidder’s Eligibility and Qualifications**

11.1 Pursuant to Clause IB.8, the bidder shall furnish, as part of its bid, documents establishing

the bidder‘s eligibility to bid and its qualifications to perform the Contract if its bid is

accepted.

11.2 Bidder must possess and provide evidence of its capability and the experience as

stipulated in Bidding Data and the Qualification Criteria mentioned in the Bidding

Documents.

**IB.12 Documents Establishing Works’ Conformity to Bidding Documents**

12.1 The documentary evidence of the Works‘ conformity to the Bidding Documents may be

in the form of literature, drawings and data and the bidder shall furnish documentation as

set out in Bidding Data.

12.2 The bidder shall note that standards for workmanship, material and equipment, and

references to brand names or catalogue numbers, if any*,* designated by the Procuring

Agency in the Technical Provisions are intended to be descriptive only and not restrictive.

**IB.13 Bid Security**

13.1 Each bidder shall furnish, as part of his bid, at the option of the bidder, a Bid Security as

percentage of bid price/estimated cost or in the amount stipulated in Bidding Data in Pak.

Rupees in the form of *Deposit at Call/ Payee’s Order or a Bank Guarantee* issued by a

Scheduled Bank in Pakistan in favour of the Procuring Agency valid for a period up to

twenty eight (28) days beyond the bid validity date (*Bid security should not be below*

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

13.2 Any bid not accompanied by an acceptable Bid Security shall be rejected by the Procuring

Agency as non-responsive.

13.3 The bid securities of unsuccessful bidders will be returned upon award of contract to the

successful bidder or on the expiry of validity of Bid Security whichever is earlier.

13.4 The Bid Security of the successful bidder will be returned when the bidder has furnished

the required Performance Security, and signed the Contract Agreement (SPP Rule 37).

13.5 The Bid Security may be forfeited:

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

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

16.4 (b) hereof; or

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

(i) furnish the required Performance Security or

(ii) sign the Contract Agreement.

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

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

opening.

14.2 In exceptional circumstances, Procuring Agency may request the bidders to extend the

period of validity for a additional period but not exceeding 1/3 of the original period.The

request and the bidders‘ responses shall be made in writing or by cable. A Bidder may

refuse the request without forfeiting the Bid Security. A Bidder agreeing to the request

will not be required or permitted to otherwise modify the Bid, but will be required to

extend the validity of Bid Security for the period of the extension, and in compliance with

IB.13 in all respects (SPP Rule 38).

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

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

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

be rejected.

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

original shall prevail.

14.6 The original and all copies of the bid shall be typed or written in indelible ink and shall be

signed by a person or persons duly authorized to sign (in the case of copies, Photostats are

also acceptable). This shall be indicated by submitting a written Power of Attorney

authorising the signatory of the bidder to act for and on behalf of the bidder. All pages of

the bid shall be initialed and official seal be affixed by the person or persons signing the

bid.

14.7 The Bid shall be delivered in person or sent by registered mail at the address to Procuring

Agency as given in Bidding Data.

**D. SUBMISSION OF BID**

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

15.1 Bids must be received by the Procuring Agency at the address/provided in Bidding Data

not later than the time and date stipulated therein.

15.2 The inner and outer envelopes shall

(a) be addressed to the Procuring Agency at the address provided in the Bidding Data;

(b) bear the name and identification number of the Contract as defined in the Bidding

and Contract Data; and

(c) provide a warning not to open before the specified time and date for Bid opening

as defined in the Bidding Data.

(d) in addition to the identification required in 15.2, the inner envelopes shall indicate

the name and address of the Bidder to enable the Bid to be returned unopened in

case it is declared late.

(e) If the outer envelope is not sealed and marked as above, the Procuring Agency will assume no responsibility for the misplacement or premature opening of the Bid.

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

15.4 Any bid received by the Procuring Agency after the deadline for submission prescribed in

Bidding Data will be returned unopened to such bidder.

15.5 Any bidder may modify or withdraw his bid after bid submission provided that the

modification or written notice of withdrawal is received by the Procuring Agency prior to

the deadline for submission of bids.

15.6 Withdrawal of a bid during the interval between the deadline for submission of bids and

the expiration of the period of bid validity specified in the Form of Bid may result in

forfeiture of the Bid Security pursuant to IB.13.5 (a).

**E. BID OPENING AND EVALUATION**

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

16.1 The Procuring Agency will open the bids, in the presence of bidders‘ representatives who

choose to attend, at the time, date and in the place specified in the Bidding Data.

16.2 The bidder‘s name, Bid Prices, any discount, the presence or absence of Bid Security, and

such other details as the Procuring Agency at its discretion may consider appropriate, will

be announced by the Procuring Agency at the bid opening. The Procuring Agency will

record the minutes of the bid opening. Representatives of the bidders who choose to

attend shall sign the attendance sheet.

Any Bid Price or discount which is not read out and recorded at bid opening will not be

taken into account in the evaluation of bid.

16.3 To assist in the examination, evaluation and comparison of Bids the Engineer/Procuring

Agency may, at its discretion, ask the bidder for a clarification of its Bid. The request for

clarification and the response shall be in writing and no change in the price or substance

of the Bid shall be sought, offered or permitted (SPP Rule 43).

16.4 (a) Prior to the detailed evaluation, pursuant to IB.16.7 to 16.9, the

Engineer/Procuring Agency will determine the substantial responsiveness of each

bid to the Bidding Documents. For purpose of these instructions, a substantially

responsive bid is one which conforms to all the terms and conditions of the

Bidding Documents without material deviations. It will include determining the

requirements listed in Bidding Data.

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

If there is a discrepancy between the unit price and total price that is obtained by

multiplying the unit price and quantity, the unit price shall prevail and the total

price shall be corrected. If there is a discrepancy between the words and figures

the amount in words shall prevail. If there is a discrepancy between the Total Bid

price entered in Form of Bid and the total shown in Schedule of Prices-Summary,

the amount stated in the Form of Bid will be corrected by the Procuring Agency in

accordance with the Corrected Schedule of Prices.

If the bidder does not accept the corrected amount of Bid, his Bid will be rejected

and his Bid Security forfeited.

16.5 A Bid determined as substantially non-responsive will be rejected and will not

subsequently be made responsive by the bidder by correction of the non-conformity.

16.6 Any minor informality or non-conformity or irregularity in a Bid which does not

constitute a material deviation **(major deviation)** may be waived by Procuring Agency,

provided such waiver does not prejudice or affect the relative ranking of any other

bidders.

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

(i) has been not properly signed;

(ii) is not accompanied by the bid security of required amount and manner;

(iii) stipulating price adjustment when fixed price bids were called for;

(iv) failing to respond to specifications;

(v) failing to comply with Mile-stones/Critical dates provided in Bidding Documents;

(vi) sub-contracting contrary to the Conditions of Contract specified in Bidding

Documents;

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

Documents, such as performance guarantees and insurance coverage;

(viii) taking exception to critical provisions such as applicable law, taxes and duties and

dispute resolution procedures;

(ix) a material deviation or reservation is one :

(a) which affect in any substantial way the scope, quality or performance of the

works;

(b) adoption/rectification whereof would affect unfairly the competitive position

of other bidders presenting substantially responsive bids.

**(B) Minor Deviations**

Bids that offer deviations acceptable to the Procuring Agency and which

can be assigned a monetary value may be considered substantially responsive at least

as to the issue of fairness. This value would however be added as an adjustment for

evaluation purposes only during the detailed evaluation process.

16.7 The Engineer/Procuring Agency will evaluate and compare only the bids previously

determined to be substantially responsive pursuant to IB.16.4 to 16.6 as per requirements

given hereunder. Bids will be evaluated for complete scope of works. The prices will be

compared on the basis of the Evaluated Bid Price pursuant to IB.16.8 herein below.

**Technical Evaluation:** It will be examined in detail whether the works offered by

the bidder complies with the Technical Provisions of the Bidding Documents. For

this purpose, the bidder‘s data submitted with the bid in Schedule B to Bid will be

compared with technical features/criteria of the works detailed in the Technical

Provisions. Other technical information submitted with the bid regarding the

Scope of Work will also be reviewed.

16.8 Evaluated Bid Price

In evaluating the bids, the Engineer/Procuring Agency will determine for each bid in

addition to the Bid Price, the following factors (adjustments) in the manner and to the

extent indicated below to determine the Evaluated Bid Price:

1. making any correction for arithmetic errors pursuant to IB.16.4 hereof.

14

(ii) discount, if any, offered by the bidders as also read out and recorded at the time of

bid opening.

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

Quantities **if any**, but including **Day work,** where priced competitively.

**IB.17 Process to be Confidential**

17.1 Subject to IB.16.3 heretofore, no bidder shall contact Engineer/Procuring Agency on any

matter relating to its Bid from the time of the Bid opening to the time the bid evaluation

result is announced by the Procuring Agency. The evaluation result shall be announced at

least seven (07) days prior to award of Contract (SPP Rule 45). The announcement to all

bidders will include table(s) comprising read out prices, discounted prices, price

adjustments made, final evaluated prices and recommendations against all the bids

evaluated.

17.2 Any effort by a bidder to influence Engineer/Procuring Agency in the Bid evaluation, Bid

comparison or Contract Award decisions may result in the rejection of his Bid. Whereas

any bidder feeling aggrieved, may lodge a written complaint to Complaint Redressal

Committee as per terms and conditions mentioned in SPP Rules 31 & 32. However, mere

fact of lodging a complaint shall not warrant suspension of procurement process.

17.3 Bidders may be excluded if involved in **“Corrupt and Fraudulent Practices”** means

either one or any combination of the practices given below SPP Rule2(q);

(i) ―**Coercive Practice**‖ means any impairing or harming, or threatening to impair or harm,

directly or indirectly, any party or the property of the party to influence the actions of a party to

achieve a wrongful gain or to cause a wrongful loss to another party;

(ii) ―**Collusive Practice**‖ means any arrangement between two or more parties to the

procurement process or contract execution, designed to achieve with or without the knowledge of

the procuring agency to establish prices at artificial, noncompetitive levels for any wrongful gain;

(iii) **“Corrupt Practice”** means the offering, giving, receiving or soliciting, directly or

indirectly, of anything of value to influence the acts of another party for wrongful gain;

(iv) ―**Fraudulent Practice”** means any act or omission, including a misrepresentation, that

knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other

benefit or to avoid an obligation;

(v) **“Obstructive Practice”** means harming or threatening to harm, directly or indirectly,

persons or their property to influence their participation in a procurement process, or affect the

execution of a contract or deliberately destroying, falsifying, altering or concealing of

evidence material to the investigation or making false statements before investigators in order to

materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive

practice; or threatening, harassing or intimidating any party to prevent it from disclosing its

knowledge of matters relevant to the investigation or from pursuing the investigation, or acts

intended to materially impede the exercise of inspection and audit rights provided for under the

Rules.

**F. AWARD OF CONTRACT**

**IB.18. Post Qualification**

18.1 The Procuring Agency, at any stage of the bid evaluation, having credible reasons for or

*prima facie* evidence of any defect in contractor‘s capacities, may require the contractors

to provide information concerning their professional, technical, financial, legal or

managerial competence whether already pre-qualified or not:

Provided, that such qualification shall only be laid down after recording reasons therefore

in writing. They shall form part of the records of that bid evaluation report.

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

It will be based upon an examination of the documentary evidence of the bidders‘

qualifications submitted under B.11, as well as such other information required in the

Bidding Documents.

**IB.19 Award Criteria & Procuring Agency’s Right**

19.1 Subject to IB.19.2, the Procuring Agency will award the Contract to the bidder whose bid

has been determined to be substantially responsive to the Bidding Documents and who

has offered the lowest evaluated Bid Price, provided that such bidder has been determined

to be qualified to satisfactory perform the Contract in accordance with the provisions of

the IB.18.

19.2 Not withstanding IB.19.1, the Procuring Agency reserves the right to accept or reject any

bid, and to annul the bidding process and reject all bids, at any time prior to award of

Contract, without thereby incurring any liability to the affected bidders or any obligation

to inform the affected bidders of the grounds for the Procuring Agency‘s action except

that the grounds for its rejection of all bids shall upon request be communicated, to any

bidder who submitted a bid, without justification of the grounds. Notice of the rejection

of all the bids shall be given promptly to all the bidders (SPP Rule 25).

**IB.20 Notification of Award & Signing of Contract Agreement**

20.1 Prior to expiration of the period of bid validity prescribed by the Procuring Agency, the

Procuring Agency will notify the successful bidder in writing (―Letter of Acceptance‖)

that his bid has been accepted (SPP Rule 49).

20.2 Within seven (07) days from the date of furnishing of acceptable Performance Security

under the Conditions of Contract, the Procuring Agency will send the successful bidder

the Form of Contract Agreement provided in the Bidding Documents, incorporating all

agreements between the parties.

20.3 The formal Agreement between the Procuring Agency and the successful bidder duly

stamped at rate of ----% of bid price(updated from time to time) stated in Letter of

Acceptance shall be executed within seven (07) days of the receipt of Form of Contract

Agreement by the successful bidder from the Procuring Agency.

**IB.21 Performance Security**

21.1 The successful bidder shall furnish to the Procuring Agency a Performance Security in the

form and the amount stipulated in the Conditions of Contract within a period of fourteen

(14) days after the receipt of Letter of Acceptance (SPP 39).

21.2 Failure of the successful bidder to comply with the requirements of Sub-Clauses IB.20.2

& 20.3 or 21.1 or Clause IB.22 shall constitute sufficient grounds for the annulment of

the award and forfeiture of the Bid Security.

21.3 Publication of Award of Contract: within seven days of the award of contract, the procuring

shall publish on the website of the authority and on its own website, if such a website exists, the results of the bidding process, identifying the bid through procurement identifying Number if any and the following information:

(1) Evaluation Report;

(2) Form of Contract and letter of Award;

(3) Bill of Quantities or Schedule of Requirements. (SPP Rule 50)

**IB.22 Integrity Pact** The Bidder shall sign and stamp the Form of Integrity Pact provided at

Schedule-F to Bid in the Bidding Document for all Sindh Government procurement contracts

exceeding Rupees ten (10) million. Failure to provide such Integrity Pact shall make the bid non-responsive (SPP Rule 89).

17

**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. **Name** **of** **Procuring** **Agency**

Executive Engineer. Rural Development Department, Mirpurkhas.

**Brief** **Description** **of** **Works**

**CONSTRUCTION OF ROAD FROM 13 MILE HERAL TO VILLAGE MEHRAB BANGLANI TALUKA UMERKOT (ADP # 2007).**

5.1 (a) Procuring Agency‘s address:

Executive Engineer. Rural Development Department, Mirpurkhas.

(b) Engineer‘s address:

Executive Engineer. Rural Development Department, Mirpurkhas.

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:

i. Financial capacity:

*ii.* Technical capacity:

iii. Construction Capacity:

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**

2% of Bid Amount.

14.1 **Period** **of** **Bid** **Validity**

60 Days.

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**

**Director General, Rural Development Department, Sindh, Hyderabad.**

**Old SRTC Office Premises, Wahdat Colony Near Agriculture Complex, Hyderabad**.

15.1 **Deadline** **for** **Submission** **of** **Bids**

Time: 01:00 PM on \_\_\_\_\_\_\_\_\_\_\_.

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

Venue: Office of the Executive Engineer, Rural Development Department,

Mirpurkhas*.*

Time: 02:00 PM Date: \_\_\_\_\_\_\_\_\_\_\_\_\_.

* 1. **Responsiveness** **of** **Bids**

1. Bid is valid till required period,
2. Bid prices are firm during currency of contract/Price adjustment;
3. Completion period offered is within specified limits,
4. Bidder is eligible to Bid and possesses the requisite experience, capability and qualification.
5. Bid does not deviate from basic technical requirements and
6. Bids are generally in order, etc.

\*Procuring agency can adopt either of two options.

(a) **Fixed** **Price** **contract:** In these contracts no escalation will be provided during currency of the contract and normally period of completion of these works is upto 15 months.

(b) **Price adjustment contract:** In these contracts escalation will be paid only on those items and in the manner as notified by Finance Department, Government of Sindh, after bid opening during currency of the contract.

**SCHEDULES TO BID**

20

**[SCHEDULES TO BID INCLUDE THE FOLLOWING:**

Schedule A to Bid: Schedule of Prices

Schedule B to Bid: Specific Works Data

Schedule C to Bid: Works to be Performed by Subcontractors

Schedule D to Bid: Proposed Program of Works

Schedule E to Bid: Method of Performing Works

Schedule F to Bid: Integrity Pact]

23

**SCHEDULE – A TO BID**

**SCHEDULE OF PRICES**

**Sr. No. Page No.**

1. Preamble to Schedule of Prices………….. 24

2. Schedule of Prices………………………. 26

\*(a) Summary of Bid Prices

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

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

**SCHEDULE - A TO BID**

24

**PREAMBLE TO SCHEDULE OF PRICES**

**1. General**

1.1 The Schedule of Prices shall be read in conjunction with the

Conditions of Contract, Contract Data together with the Specifications

and Drawings, if any.

1.2 The Contract shall be for the whole of the works as described in these

Bidding Documents. Bids must be for the complete scope of works.

**2. Description**

2.1 The general directions and descriptions of works and materials are not

necessarily repeated nor summarized in the Schedule of Prices.

References to the relevant sections of the Bidding Documents shall be

made before entering prices against each item in the Schedule of

Prices.

**3. Units & Abbreviations**

3.1 Units of measurement, symbols and abbreviations expressed in the

Bidding Documents shall comply with the Systeme Internationale d‘

Unites (SI Units).

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

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

*(Note: The abbreviations to be used in the Schedule of Prices to be*

*defined by the Procuring Agency).*

**4. Rates and Prices**

4.1 Except as otherwise expressly provided under the Conditions of

Contract, the rates and amounts entered in the Schedule of Prices shall

be the rates at which the Contractor shall be paid and shall be the full

inclusive value of the works set forth or implied in the Contract; except

for the amounts reimbursable, if any to the Contractor under the

Contract.

4.2 Unless otherwise stipulated in the Contract Data, the premium, rates

and prices entered by the bidder shall not be subject to adjustment

during the performance of the Contract.

4.3 All duties, taxes and other levies payable by the Contractor shall be

included in the rates and prices.

4.4 The whole cost of complying with the provisions of the Contract shall

be included in the items provided in the Schedule of Prices, and where

**SCHEDULE - A TO BID**

no items are provided, the cost shall be deemed to be distributed

among the rates and prices entered for the related items of the Works

and no separate payment will be made for those items.

The rates, prices and amounts shall be entered against each item in the

Schedule of Prices. Any item against which no rate or price is entered

by the bidder will not be paid for by the Procuring Agency when

executed and shall be deemed covered by the rates and prices for other

items in the Schedule of Prices.

4.5 (a) The bidder shall be deemed to have obtained all information as

to and all requirements related thereto which may affect the bid

price.

\*(b) The Contractor shall be responsible to make complete

arrangements for the transportation of the Plant to the Site.

*\*(Procuring Agency may modify as appropriate)*

4.6 The Contractor shall provide for all parts of the Works to be completed

in every respect. Notwithstanding that any details, accessories, etc.

required for the complete installation and satisfactory operation of the

Works, are not specifically mentioned in the Specifications, such

details shall be considered as included in the Contract Price.

**5. Bid Prices**

5.1 Break-up of Bid Prices

The various elements of Bid Prices shall be quoted as detailed by the

Procuring Agency in the format of Schedule of Prices.

The bidder shall recognize such elements of the costs which he expects

to incur the performance of the Works and shall include all such costs

in the rates and amounts entered in the Schedule of Prices.

5.2 Total Bid Price

The total of bid prices in the Schedule of Prices shall be entered in the

Summary of Bid Prices.

**6. Provisional Sums and Day work**

6.1 Provisional Sums included and so designated in the Schedule of Prices

if any, shall be expended in whole or in part at the direction and

discretion of the Engineer/Procuring Agency. The Contractor will only

receive payment in respect of Provisional Sums, if he has been

instructed by the Engineer/Procuring Agency to utilize such sums.

6.2 Day work rates in the contractor‘s bid are to be used for small

additional amounts of work and only when the Engineer have given

written instructions in advance for additional work to be paid for in

that way.

**BILL OF QUANTITIES**

**RURAL DEVELOPMENT DEPARTMENT**

**SUMMARY**

PART-A ROAD BID AMOUNT RS.

PART-B CULVERT BID AMOUNT RS.

**TOTAL RS.**

**TOTAL AMOUNT OF BID RS.**

CONTRACTOR’S

SIGNATURE

**TERMS AND CONDITIONS**

1. No cartage of any material shall be paid separately.
2. No premium will be allowed on Non-Schedule items.
3. Work will be carried out as per PWD Specifications.
4. Material such as Bajri, Cement shall have to be brought from the approved quarry / source.
5. Any error or omission in the rate, unit & description will be governed by the respective schedule of rates.

|  |  |
| --- | --- |
| CONTRACTOR  SIGNATURE | EXECUTIVE ENGINEER  RURAL DEVELOPMENT DEPARTMENT  MIRPURKHAS |





**SCHEDULE – E TO BID**

**METHOD OF PERFORMING WORKS**

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

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

 The sequence and methods in which he proposes to carry out the Works, including the number of shifts per day and hours per shift, he expects to work.

 A list of all major items of construction and plant erection, tools and vehicles

proposed to be used in delivering/carrying out the works at site.

 The procedure for installation of equipment and transportation of equipment and

materials to the site.

 Organisation chart indicating head office & field office personnel involved in

management, supervision and engineering of the Works to be done under the

Contract.

**SCHEDULE – F TO BID**

**(INTEGRITY PACT)**

**DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC**

**PAYABLE BY CONTRACTORS**

(FOR CONTRACTS WORTH RS. 10.00 MILLION OR MORE)

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

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

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

………………………………… [name of Contractor] hereby declares that it has not obtained

or induced the procurement of any contract, right, interest, privilege or other obligation or

benefit from Government of Sindh (GoS) or any administrative subdivision or agency thereof

or any other entity owned or controlled by it (GoS) through any corrupt business practice.

Without limiting the generality of the foregoing, [name of Contractor] represents and

warrants that it has fully declared the brokerage, commission, fees etc. paid or payable to

anyone and not given or agreed to give and shall not give or agree to give to anyone within

or outside Pakistan either directly or indirectly through any natural or juridical person,

including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder,

sponsor or subsidiary, any commission, gratification, bribe, finder‘s fee or kickback,

whether described as consultation fee or otherwise, with the object of obtaining or inducing

the procurement of a contract, right, interest, privilege or other obligation or benefit in

whatsoever form from, from Procuring Agency (PA) except that which has been expressly

declared pursuant hereto.

[name of Contractor] accepts full responsibility and strict liability that it has made and will

make full disclosure of all agreements and arrangements with all persons in respect of or

related to the transaction with PA and has not taken any action or will not take any action to

circumvent the above declaration, representation or warranty.

[name of Contractor] accepts full responsibility and strict liability for making any false

declaration, not making full disclosure, misrepresenting facts or taking any action likely to

defeat the purpose of this declaration, representation and warranty. It agrees that any

contract, right, interest, privilege or other obligation or benefit obtained or procured as

aforesaid shall, without prejudice to any other rights and remedies available to PA under any

law, contract or other instrument, be voidable at the option of PA.

Notwithstanding any rights and remedies exercised by PA in this regard, [name of

Supplier/Contractor/Consultant] agrees to indemnify PA for any loss or damage incurred by

it on account of its corrupt business practices and further pay compensation to PA in an

amount equivalent to ten time the sum of any commission, gratification, bribe, finder‘s fee or

kickback given by [name of Contractor] as aforesaid for the purpose of obtaining or inducing

the procurement of any contract, right, interest, privilege or other obligation or benefit in

whatsoever form from PA.

………………………

[Procuring Agency] [Contractor]

**CONDITIONS OF CONTRACT**

**TABLE OF CONTENTS**

**CONDITIONS OF CONTRACT**

***Clause No Description Page No***

1. General Provisions……………………………………………………... 35

2. The Procuring Agency………………………………………………… 37

3. Engineer‘s*/*Procuring Agency‘s Representatives……………………… 37

4. The Contractor………………………………………………………… 38

5. Design by Contractor…………………………………………….……. 38

6. Procuring Agency‘s Risks……………………………………………… 39

7. Time for Completion…………………………………………………... 40

8. Taking Over……………………………………………………………. 41

9. Remedying Defects……………………………………………………. 41

10. Variations and Claims………………….……………………………… 41

11. Contract Price And Payment…………………………………………... 43

12. Default………………………………………………………………… 44

13. Risks and Responsibilities……………………………………….…….. 46

14. Insurance………………………………………………………………. 46

15. Resolution of Disputes………………………………………………… 47

16. Integrity Pact…………………………………………………………… 48

**CONDITIONS OF CONTRACT**

**1. GENERAL PROVISIONS**

1.1 **Definitions**

In the Contract as defined below, the words and expressions defined shall have the

following meanings assigned to them, except where the context requires

otherwise:

**The Contract**

1.1.1 ―Contract‖ means the Contract Agreement and the other documents listed in the

Contract Data.

1.1.2 ―Specifications‖ means the document as listed in the Contract Data, including

Procuring Agency‘s requirements in respect of design to be carried out by the

Contractor (if any), and any Variation to such document.

1.1.3 ―Drawings‖ means the Procuring Agency‘s drawings of the Works as listed in the

Contract Data, and any Variation to such drawings.

**Persons**

1.1.4 ―Procuring Agency‖ means the person named in the Contract Data and the legal

successors in title to this person, but not (except with the consent of the

Contractor) any assignee.

1.1.5 ―Contractor‖ means the person named in the Contract Data and the legal

successors in title to this person, but not (except with the consent of the Procuring

Agency) any assignee.

1.1.6 ―Party‖ means either the Procuring Agency or the Contractor.

**Dates, Times and Periods**

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

Contract comes into effect or any other date named in the Contract Data.

1.1.8 ―Day‖ means a calendar day

1.1.9 ―Time for Completion‖ means the time for completing the Works as stated in the

Contract Data (or as extended under Sub-Clause 7.3), calculated from the

Commencement Date.

**Money and Payments**

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

Contractor, whether on or off the Site, including overheads and similar charges but

does not include any allowance for profit.

**Other Definitions**

1.1.11 ―Contractor‘s Equipment‖ means all machinery, apparatus and other things

required for the execution of the Works but does not include Materials or Plant

intended to form part of the Works.

1.1.12 ―Country‖ means the Islamic Republic of Pakistan.

1.1.13 ―Procuring Agency‘s Risks‖ means those matters listed in Sub-Clause 6.1.

1.1.14 ―Force Majeure‖ means an event or circumstance which makes performance of a

Party‘s obligations illegal or impracticable and which is beyond that Party‘s

reasonable control.

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

incorporated in the Works by the Contractor.

1.1.16 ―Plant‖ means the machinery and apparatus intended to form or forming part of

the Works.

1.1.17 ―Site‖ means the places provided by the Procuring Agency where the Works are to

be executed, and any other places specified in the Contract as forming part of the

Site.

1.1.18 ―Variation‖ means a change which is instructed by the Engineer/Procuring Agency

under Sub-Clause 10.1.

1.1.19 ‗Works‖ means any or all the works whether Supply, Installation, Construction

etc. and design (if any) to be performed by the Contractor including temporary

works and any variation thereof.

1.1.20 ―Engineer‖ means the person notified by the Procuring Agency to act as Engineer

for the purpose of the Contract and named as such in Contract Data.

1.2 **Interpretation**

Words importing persons or parties shall include firms and organisations. Words

importing singular or one gender shall include plural or the other gender where the

context requires.

1.3 **Priority of Documents**

The documents forming the Contract are to be taken as mutually explanatory of

one another. If an ambiguity or discrepancy is found in the documents, the priority

of the documents shall be in accordance with the order as listed in the Contract

Data.

1.4 **Law**

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

1.5 **Communications**

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

1.6 **Statutory Obligations**

The Contractor shall comply with the Laws of Islamic Republic of Pakistan and

shall give all notices and pay all fees and other charges in respect of the Works.

**2. THE PROCURING AGENCY**

2.1 **Provision of Site**

The Procuring Agency shall provide the Site and right of access thereto at the times

stated in the Contract Data.

**Site Investigation Reports** are those that were included in the bidding documents

and are factual and interpretative reports about the surface and subsurface

conditions at the Site.

2.2 **Permits etc.**

The Procuring Agency shall, if requested by the Contractor, assist him in applying

for permits, licences or approvals which are required for the Works.

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

The Contractor shall comply with all instructions given by the Procuring Agency

or the Engineer, if notified by the Procuring Agency, in respect of the Works

including the suspension of all or part of the works.

2.4 **Approvals**

No approval or consent or absence of comment by the Engineer/Procuring Agency

shall affect the Contractor‘s obligations.

**3. ENGINEER’S/PROCURING AGENCY’S REPRESENTATIVES**

3.1 **Authorised Person**

The Procuring Agency shall appoint a duly authorized person to act for him and on

his behalf for the purposes of this Contract. Such authorized person shall be duly

identified in the Contract Data or otherwise notified in writing to the Contractor as

soon as he is so appointed. In either case the Procuring Agency shall notify the

Contractor, in writing, the precise scope of the authority of such authorized person

at the time of his appointment.

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

The name and address of Engineer‘s/Procuring Agency‘s Representative is given

in Contract Data. However the Contractor shall be notified by the

Engineer/Procuring Agency, the delegated duties and authority before the

Commencement of works.

**4. THE CONTRACTOR**

4.1 **General Obligations**

The Contractor shall carry out the works properly and in accordance with the

Contract. The Contractor shall provide all supervision, labour, Materials, Plant

and Contractor‘s Equipment which may be required

4.2 **Contractor’s Representative**

The Contractor shall appoint a representative at site on full time basis to supervise

the execution of work and to receive instructions on behalf of the Contractor but

only after obtaining the consent of the Procuring Agency for such appointment

which consent shall not be withheld without plausible reason(s) by the Procuring

Agency. Such authorized representative may be substituted/ replaced by the

Contractor at any time during the Contract Period but only after obtaining the

consent of the Procuring Agency as aforesaid.

4.3 **Subcontracting**

The Contractor shall not subcontract the whole of the works. The Contractor shall

not subcontract any part of the works without the consent of the Procuring

Agency.

4.4 **Performance Security**

The Contractor shall furnish to the Procuring Agency within fourteen (14) days

after receipt of Letter of Acceptance a Performance Security at the option of the

bidder, in the form of Payee‘s order /Bank Draft or Bank Guarantee from

scheduled bank for the amount and validity specified in Contract Data.

**5. DESIGN BY CONTRACTOR**

5.1 **Contractor’s Design**

The Contractor shall carry out design to the extent specified, as referred to in the

Contract Data. The Contractor shall promptly submit to the Engineer/Procuring

Agency all designs prepared by him, within fourteen (14) days of receipt the

Engineer/Procuring Agency shall notify any comments or, if the design submitted

is not in accordance with the Contract, shall reject it stating the reasons. The

39

Contractor shall not construct any element of the works designed by him within

fourteen (14) days after the design has been submitted to the Engineer/Procuring

Agency or which has been rejected. Design that has been rejected shall be

promptly amended and resubmitted. The Contractor shall resubmit all designs

commented on taking these comments into account as necessary.

5.2 **Responsibility for Design**

The Contractor shall remain responsible for his bided design and the design under

this Clause, both of which shall be fit for the intended purposes defined in the

Contract and he shall also remain responsible for any infringement of any patent or

copyright in respect of the same. The Engineer/Procuring Agency shall be

responsible for the Specifications and Drawings.

**6. PROCURING AGENCY’S RISKS**

6.1 **The Procuring Agency’s Risks**

The Procuring Agency‘s Risks are:-

a) war, hostilities (whether war be declared or not), invasion, act of foreign

enemies, within the Country**;**

b) rebellion, terrorism, revolution, insurrection, military or usurped power, or

civil war, within the Country**;**

c) riot, commotion or disorder by persons other than the Contractor‘s personnel

and other employees including the personnel and employees of Sub-

Contractors, affecting the Site and/or the Works**;**

d) ionising radiations, or contamination by radio-activity from any nuclear fuel,

or from any nuclear waste from the combustion of nuclear fuel, radio-active

toxic explosive, or other hazardous properties of any explosive nuclear

assembly or nuclear component of such an assembly, except to the extent to

which the Contractor/Sub-Contractors may be responsible for the use of any

radio-active material**;**

e) Pressure waves caused by aircraft or other aerial devices travelling at sonic

or supersonic speeds**;**

f) use or occupation by the Procuring Agency of any part of the Works, except

as may be specified in the Contract**;**

g) late handing over of sites, anomalies in drawings, late delivery of designs

and drawings of any part of the Works by the Procuring Agency‘s personnel

or by others for whom the Procuring Agency is responsible;

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

Contractor‘s failure; and

i) physical obstructions or physical conditions other than climatic conditions,

encountered on the Site during the performance of the Works, for which the

Contractor immediately notified to the Procuring Agency and accepted by

the Procuring Agency.

**7. TIME FOR COMPLETION**

7.1 **Execution of the Works**

The Contractor shall commence the Works on the Commencement Date and shall

proceed expeditiously and without delay and shall complete the Works, subject to

Sub-Clause 7.3 below, within the Time for Completion.

7.2 **Programme**

Within the time stated in the Contract Data, the Contractor shall submit to the

Engineer/Procuring Agency a programme for the Works in the form stated in the

Contract Data.

7.3 **Extension of Time**

The Contractor shall, within such time as may be reasonable under the

circumstances, notify the Procuring Agency/Engineer of any event(s) falling

within the scope of Sub-Clause 6.1 or 10.3 of these Conditions of Contract and

request the Procuring Agency/Engineer for a reasonable extension in the time for

the completion of works. Subject to the aforesaid, the Procuring Agency/Engineer

shall determine such reasonable extension in the time for the completion of works

as may be justified in the light of the details/particulars supplied by the Contractor

in connection with the such determination by the Procuring Agency/Engineer

within such period as may be prescribed by the Procuring Agency/Engineer for the

same; and the Procuring Agency may extend the time for completion as

determined.

7.4 **Late Completion**

If the Contractor fails to complete the Works within the Time for Completion, the

Contractor‘s only liability to the Procuring Agency for such failure shall be to pay

the amount as **liquidity damages** stated in the Contract Data for each day for

which he fails to complete the Works.

8. **TAKING-OVER**

8.1 **Completion**

The Contractor may notify the Engineer/Procuring Agency when he considers that

the Works are complete.

8.2 **Taking-Over Notice**

Within fourteen (14) days of the receipt of the said notice of completion from the

Contractor the Procuring Agency/Engineer shall either takeover the completed

works and issue a Certificate of Completion to that effect or shall notify the

Contractor his reasons for not taking-over the works. While issuing the Certificate

of Completion as aforesaid, the Procuring Agency/Engineer may identify any

outstanding items of work which the Contractor shall undertake during the

Maintenances Period.

**9. REMEDYING DEFECTS**

9.1 **Remedying Defects**

The Contractor shall for a period stated in the Contract Data from the date of issue

of the Certificate of Completion carry out, at no cost to the Procuring Agency,

repair and rectification work which is necessitated by the earlier execution of poor

quality of work or use of below specifications material in the execution of Works

and which is so identified by the Procuring Agency/Engineer in writing within the

said period. Upon expiry of the said period, and subject to the Contractor‘s

faithfully performing his aforesaid obligations, the Procuring Agency/Engineer

shall issue a Maintenance Certificate whereupon all obligations of the Contractor

under this Contract shall come to an end.

Failure to remedy any such defects or complete outstanding work within a

reasonable time shall entitle the Procuring Agency to carry out all necessary works

at the Contractor‘s cost. However, the cost of remedying defects not attributable to

the Contractor shall be valued as a Variation.

9.2 **Uncovering and Testing**

The Engineer/Procuring Agency may give instruction as to the uncovering and/or

testing of any work. Unless as a result of an uncovering and/or testing it is

established that the Contractor‘s design, materials, plant or workmanship are not

in accordance with the Contract, the Contractor shall be paid for such uncovering

and/or testing as a Variation in accordance with Sub-Clause 10.2.

**10. VARIATIONS AND CLAIMS**

10.1 **Right to Vary**

The Procuring Agency**/**Engineer may issue Variation Order(s) in writing. Where

for any reason it has not been possible for the Procuring Agency/Engineer to issue

such Variations Order(s), the Contractor may confirm any verbal orders given by

the Procuring Agency/Engineer in writing and if the same are not refuted/denied

by the Procuring Agency/Engineer within ten (10) days of the receipt of such

confirmation the same shall be deemed to be a Variation Orders for the purposes

of this Sub-Clause.

10.2 **Valuation of Variations**

Variations shall be valued as follows:

a) at a lump sum price agreed between the Parties, or

b) where appropriate, at rates in the Contract, or

c) in the absence of appropriate rates, the rates in the Contract shall be used

as the basis for valuation, or failing which

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

Engineer/Procuring Agency considers appropriate, or

e) if the Engineer/Procuring Agency so instructs, at day work rates set out

in the Contract Data for which the Contractor shall keep records of hours

of labour and Contractor‘s Equipment, and of Materials, used.

10.3 **Changes in the Quantities.**

a) If the final quantity of the work done differs from the quantity in the Bill

of Quantities for the particular item by more than 25 percent, provided the

change exceeds 1 percent of the Initial Contract Price, the Procuring

Agency/Engineer shall adjust the rate to allow for the change and will be

valued as per sub clause 10.2.

b) The Engineer shall not adjust rates from changes in quantities if thereby

the Initial Contract Price is exceeded by more than 15 percent, except with

the prior approval of the Procuring Agency.

c) If requested by the Engineer, the contractor shall provide the Engineer with

a detailed cost breakdown of any rate in the Bill of Quantities.

10.4 **Early Warning**

The Contractor shall notify the Engineer/Procuring Agency in writing as soon as

he is aware of any circumstance which may delay or disrupt the Works, or which

may give rise to a claim for additional payment.

To the extent of the Contractor‘s failure to notify, which results to the

Engineer/Procuring Agency being unable to keep all relevant records or not taking

steps to minimise any delay, disruption, or Cost, or the value of any Variation, the

Contractor‘s entitlement to extension of the Time for Completion or additional

payment shall be reduced/rejected.

10.5 **Valuation of Claims**

If the Contractor incurs Cost as a result of any of the Procuring Agency‘s Risks,

the Contractor shall be entitled to the amount of such Cost. If as a result of any

Procuring Agency‘s Risk, it is necessary to change the Works, this shall be dealt

with as a Variation subject to Contractor‘s notification for intention of claim to the

Engineer/Procuring Agency within fourteen (14) days of the occurrence of cause.

10.6 **Variation and Claim Procedure**

The Contractor shall submit to the Engineer/Procuring Agency an itemised

detailed breakdown of the value of variations and claims within twenty eight (28)

days of the instruction or of the event giving rise to the claim. The

Engineer/Procuring Agency shall check and if possible agree the value. In the

absence of agreement, the Procuring Agency shall determine the value.

**11. CONTRACT PRICE AND PAYMENT**

11.1 (a) **Terms of Payments**

The amount due to the Contractor under any Interim Payment Certificate

issued by the Engineer pursuant to this Clause, or to any other terms of

the Contract, shall , subject to Clause 11.3, be paid by the Procuring

Agency to the Contractor within 30 days after such Interim Payment

Certificate has been jointly verified by Procuring Agency and Contractor,

or, in the case of the Final Certificate referred to in Sub Clause 11.5,

within 60days after such Final Payment Certificate has been jointly

verified by Procuring Agency and Contractor;

Provided that the Interim Payment shall be caused in thirty (30) days and

Final Payment in 60 days in case of foreign funded project. In the event

of the failure of the Procuring Agency to make payment within 90 days

then Procuring Agency shall pay to the Contractor compensation at the

28 days rate of KIBOR+2% per annum in local currency and LIBOR+1%

for foreign currency, upon all sums unpaid from the date by which the

same should have been paid.

(b) **Valuation of the Works**

The Works shall be valued as provided for in the Contract Data, subject

to Clause 10.

11.2 **Monthly Statements**

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

1. the value of the Works executed less to the cumulative amount paid

previously; and

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

any).

The Contractor shall submit each month to the Engineer/Procuring Agency a

statement showing the amounts to which he considers himself entitled.

11.3 **Interim Payments**

Within a period not exceeding seven (07) days from the date of submission of a

statement for interim payment by the Contractor, the Engineer shall verify the

same and within a period not exceeding thirty (30/60) days from the said date of

submission by the Contractor, the Procuring Agency shall pay to the Contractor

the sum subject to adjustment for deduction of the advance payments and retention

money.

11.4 **Retention**

Retention money shall be paid by the Procuring Agency to the Contractor within

fourteen (14) days after either the expiry of the period stated in the Contract Data,

or the remedying of notified defects, or the completion of outstanding work, all as

referred to in Sub-Clause 9.1, whichever is the later.

11.5 **Final Payment**

Within twenty one (21) days from the date of issuance of the Maintenance

Certificate the Contractor shall submit a final account to the Engineer to verify and

the Engineer shall verify the same within fourteen (14) days from the date of

submission and forward the same to the Procuring Agency together with any

documentation reasonably required to enable the Procuring Agency to ascertain

the final contract value.

Within sixty (60) days from the date of receipt of the verified final account from

the Engineer, the Procuring Agency shall pay to the Contractor any amount due to

the Contractor. While making such payment the Procuring Agency may, for

reasons to be given to the Contractor in writing, withhold any part or parts of the

verified amount.

11.6 **Currency**

Payment shall be in the currency stated in the Contract Data.

**12. DEFAULT**

12.1 **Defaults by Contractor**

If the Contractor abandons the Works, refuses or fails to comply with a valid

instruction of the Engineer/Procuring Agency or fails to proceed expeditiously and

without delay, or is, despite a written complaint, in breach of the Contract, the

Procuring Agency may give notice referring to this Sub-Clause and stating the

default.

If the Contractor has not taken all practicable steps to remedy the default within

fourteen (14) days after receipt of the Procuring Agency‘s notice, the Procuring

Agency may by a second notice given within a further twenty one (21) days,

terminate the Contract. The Contractor shall then demobilize from the Site leaving

behind any Contractor‘s Equipment which the Procuring Agency instructs, in the

second notice, to be used for the completion of the Works at the risk and cost of

the Contractor.

12.2 **Defaults by Procuring Agency**

If the Procuring Agency fails to pay in accordance with the Contract, or is, despite

a written complaint, in breach of the Contract, the Contractor may give notice

referring to this Sub-Clause and stating the default. If the default is not remedied

within fourteen (14) days after the Procuring Agency‘s receipt of this notice, the

Contractor may suspend the execution of all or parts of the Works.

If the default is not remedied within twenty eight (28) days after the Procuring

Agency‘s receipt of the Contractor‘s notice, the Contractor may by a second

notice given within a further twenty one (21) days, terminate the Contract. The

Contractor shall then demobilise from the Site.

12.3 **Insolvency**

If a Party is declared insolvent under any applicable law, the other Party may by

notice terminate the Contract immediately. The Contractor shall then demobilise

from the site leaving behind, in the case of the Contractor‘s insolvency, any

Contractor‘s Equipment which the Procuring Agency instructs in the notice is to

be used for the completion of the Works.

12.4 **Payment upon Termination**

After termination, the Contractor shall be entitled to payment of the unpaid

balance of the value of the works executed and of the Materials and Plant

reasonably delivered to the site, adjusted by the following:

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

b) any sums to which the Procuring Agency is entitled,

c) if the Procuring Agency has terminated under Sub-Clause 12.1 or 12.3, the

Procuring Agency shall be entitled to a sum equivalent to twenty percent

(20%) of the value of parts of the Works not executed at the date of the

termination, and

d) if the Contractor has terminated under Sub-Clause 12.2 or 12.3*,* the

Contractor shall be entitled to the cost of his demobilisation together with

a sum equivalent to ten percent (10%) of the value of parts of the works

not executed at the date of termination.

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

notice of termination.

**13. RISKS AND RESPONSIBILITIES**

13.1 **Contractor’s Care of the Works**

Subject to Sub-Clause 9.1, the Contractor shall take full responsibility for the care

6

of the Works from the Commencement Date until the date of the Procuring

Agency‘s/Engineer‘s issuance of Certificate of Completion under Sub-Clause 8.2.

Responsibility shall then pass to the Procuring Agency. If any loss or damage

happens to the Works during the above period, the Contractor shall rectify such

loss or damage so that the Works conform with the Contract.

Unless the loss or damage happens as a result of any of the Procuring Agency‘s

Risks, the Contractor shall indemnify the Procuring Agency, or his agents against

all claims loss, damage and expense arising out of the Works.

13.2 **Force Majeure**

If Force Majeure occurs, the Contractor shall notify the Engineer/Procuring

Agency immediately. If necessary, the Contractor may suspend the execution of

the Works and, to the extent agreed with the Procuring Agency demobilize the

Contractor‘s Equipment.

If the event continues for a period of eighty four (84) days, either Party may then

give notice of termination which shall take effect twenty eight (28) days after the

giving of the notice.

After termination, the Contractor shall be entitled to payment of the unpaid

balance of the value of the Works executed and of the Materials and Plant

reasonably delivered to the Site, adjusted by the following:

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

b) the cost of his demobilization, and

c) less any sums to which the Procuring Agency is entitled.

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

notice of termination.

**14. INSURANCE**

14.1 **Arrangements**

The Contractor shall, prior to commencing the Works, effect insurances of the

types, in the amounts and naming as insured the persons stipulated in the Contract

Data except for items (a) to (e) and (i) of the Procuring Agency‘s Risks under Sub-

Clause 6.1. The policies shall be issued by insurers and in terms approved by the

Procuring Agency. The Contractor shall provide the Engineer/Procuring Agency

with evidence that any required policy is in force and that the premiums have been

paid.

14.2 **Default**

If the Contractor fails to effect or keep in force any of the insurances referred to in

the previous Sub-Clause, or fails to provide satisfactory evidence, policies or

receipts, the Procuring Agency may, without prejudice to any other right or

remedy, effect insurance for the cover relevant to such as a default and pay the

premiums due and recover the same plus a sum in percentage given in Contractor

Data from any other amounts due to the Contractor.

**15. RESOLUTION OF DISPUTES**

15.1 **Engineer’s Decision**

If a dispute of any kind whatsoever arises between the Procuring Agency and the

Contractor in connection with the works, the matter in dispute shall, in the first

place, be referred in writing to the Engineer, with a copy to the other party. Such

reference shall state that it is made pursuant to this Clause. No later than the

twenty eight (28) days after the day on which he received such reference, the

Engineer shall give notice of his decision to the Procuring Agency

(Superintending Engineer) and the Contractor.

Unless the Contract has already been repudiated or terminated, the Contractor

shall, in every case, continue to proceed with the work with all due diligence, and

the Contractor and the Procuring Agency (Superintending Engineer)shall give

effect forthwith to every such decision of the Engineer unless and until the same

shall be revised, as hereinafter provided in an arbitral award.

15.2 **Notice of Dissatisfaction**

If a Party is dissatisfied with the decision of the Engineer of consultant or if no

decision is given within the time set out in Sub-Clause 15.1 here above, the Party

may give notice of dissatisfaction referring to this Sub-Clause within fourteen (14)

days of receipt of the decision or the expiry of the time for the decision. If no

notice of dissatisfaction is given within the specified time, the decision shall be

final and binding on the Parties. If notice of dissatisfaction is given within the

specified time, the decision shall be binding on the Parties who shall give effect to

it without delay unless and until the decision of the Engineer is revised by an

arbitrator.

If a contractor is dissatisfied with the decision of the Engineer of the department

or decision is not given in time then he can approach Superintending Engineer

within 14 days, in case of dissatisfaction with decision of Superintending Engineer

or not decided within 28 days, then arbitration process would be adopted as per

clause 15.3.

15.3 **Arbitration**

A dispute which has been the subject of a notice of dissatisfaction shall be finally

settled as per provisions of Arbitration Act 1940 (Act No. X of 1940) and Rules

made there under and any statutory modifications thereto. Any hearing shall be

held at the place specified in the Contract Data and in the language referred to in

Sub-Clause 1.5.

**16 INTEGRITY PACT**

16.1 If the Contractor or any of his Sub-Contractors, agents or servants is found to have

violated or involved in violation of the Integrity Pact signed by the Contractor as

Schedule-F to his Bid, then the Procuring Agency shall be entitled to:

1. recover from the Contractor an amount equivalent to ten times the sum of

any commission, gratification, bribe, finder‘s fee or kickback given by the

Contractor or any of his Sub-Contractors, agents or servants;

(b) terminate the Contract; and

(c) recover from the Contractor any loss or damage to the Procuring Agency as a

result of such termination or of any other corrupt business practices of the

Contractor or any of his Sub-Contractors, agents or servants.

On termination of the Contract under Sub-Para (b) of this Sub-Clause, the

Contractor shall demobilize from the site leaving behind Contractor‘s Equipment

which the Procuring Agency instructs, in the termination notice, to be used for the

completion of the works at the risk and cost of the Contractor. Payment upon such

termination shall be made under Sub-Clause 12.4, in accordance with Sub-Para (c)

thereof, after having deducted the amounts due to the Procuring Agency under

Sub-Para (a) and (c) of this Sub-Clause.

**CONTRACT** **DATA**

*(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, Rural Development Department, Mirpurkhas**.

1.1.5 **The** **Contractor** means

**The person(s) named as contractor in the Letter of Tender accepted by the Employer and the legal successors in title to this person(s).**

1.1.7 **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** 450 days

*(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**

Executive Engineer,

Rural Development Department,

Mirpurkhas.

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:** Executive Engineer, Rural Development Department, Mirpurkhas**.**

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

Executive Engineer, Rural Development Department, Mirpurkhas.

4.4 **Performance** **Security:**

Amount: 5% of Bid Amount.

Validity: 540\_Days

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

5.1 **Requirements** **for** **Contractor’s** **design** **(if** **any):**

Specification Clause No‘s\_\_\_5.1\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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 0.1% per day up to a maximum of (10%) of sum stated in the Letter of Acceptance

(Usually the liquidated damages are set between 0.05 percent and 0.10 percent per day.)

7.5 **Early** **Completion**

In case of earlier completion of the Work, the Contractor is entitled to be paid bonus up-to limit and at a rate equivalent to 50% of the relevant limit and rate of liquidated damages stated in the contract data.

9.1 **Period** **for** **remedying** **defects:**

**3** Months

10.2 (e) **Variation** **procedures:**

Day work rates\_\_\_\_\_-------\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(details)

11.1 **Terms** **of** **Payments**

**a) Mobilization Advance**

(1) Mobilization Advance up to 10 % of the Contract Price stated in the Letter of Acceptance shall be paid by the Procuring Agency to the Contractor on the works costing Rs.2.5 million or above on following conditions:

1. on submission by the Contractor of a Mobilization Advance Guarantee

for the full amount of the Advance in the specified form from a

Scheduled Bank in Pakistan to the Procuring Agency;

(ii) Contractor will pay interest on the mobilization advance at the rate of

10% per annum on the advance; and

(iii) This Advance including the interest shall be recovered in 5 equal

installments from the five (05) R.A bills and in case the number of bills

is less than five (05) then 1/5th of the advance **inclusive of the interest**

thereon shall be recovered from each bill and the balance together with

interest be recovered from the final bill. It may be insured that there is

sufficient amount in the final bill to enable recovery of the

Mobilization Advance.

OR

2) **Secured Advance on Materials**

(a) The Contractor shall be entitled to receive from the Procuring Agency Secured

Advance against an INDENTURE BOND in P W Account Form No. 31(Fin.

R. Form No. 2 acceptable to the Procuring Agency of such sum as the

Engineer may consider proper in respect of non-perishable materials brought at

the Site but not yet incorporated in the Permanent Works provided that:

(i) The materials are in accordance with the Specifications for the

Permanent Works;

(ii) Such materials have been delivered to the Site and are properly stored

and protected against loss or damage or deterioration to the satisfaction

and verification of the Engineer but at the risk and cost of the

Contractor;

(iii) The Contractor‘s records of the requirements, orders, receipts and use

of materials are kept in a form approved by the Engineer, and such

records shall be available for inspection by the Engineer;

(iv) The Contractor shall submit with his monthly statement the estimated

value of the materials on Site together with such documents as may be

required by the Engineer for the purpose of valuation of materials and

providing evidence of ownership and payment therefore;

(v) Ownership of such materials shall be deemed to vest in the Procuring

Agency and these materials shall not be removed from the Site or

otherwise disposed of without written permission of the Procuring

Agency;

(vi) The sum payable for such materials on Site shall not exceed 75 %

of the (i) landed cost of imported materials, or (ii) ex-factory /

ex-warehouse price of locally manufactured or produced materials, or

(iii) market price of stands other materials;

(vii) Secured Advance should not be allowed unless &until the previous

advance, if an, fully recovered;

(viii) Detailed account of advances must be kept in part II of running account

bill; and

(ix) Secured Advance may be permitted only against materials/quantities

anticipated to be consumed / utilized on the work within a period of 3

months from the date of issue of secured advance and definitely not for

full quantities of materials for the entire work/contract

(b) Recovery of Secured Advance:

(i) Secured Advance paid to the Contractor under the above provisions

shall be effected from the monthly payments on actual consumption

basis, but not later than period specified in the rules not more than

three months (even if unutilized); other conditions.

(ii) As recoveries are made the outstanding accounts of the items

concerned in Part II should be reduced b making deduction entries in

the column; ―deduct quantity utilized in work measured since previous

bill,‖ equivalent to the quantities of materials used by the contractor on

items of work shown as executed in part I of the bill.

(c) Interim payments: The Contractor shall submit to the Engineer monthly

statements of the estimated value of the work completed less the cumulative

amount certified previously.

(i) The value of work completed comprises the value of the quantities of

the items in the Bill of Quantities completed.

(ii) value of secured advance on the materials and valuation of variations

(if any).

(iii) Engineer may exclude any item certified in a previous certificate or

reduce the proportion of any item previously certified in any certificate

in the light of later information.

(v) Retention money and other advances are to be recovered from the bill

submitted by contractor.

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

i) Lump sum price\_\_\_\_\_\_\_\_\_\_\_\_\_(details), or

ii) Lump sum price with schedules of rates \_\_\_\_\_\_\_\_\_\_\_\_ (details), or

iii) Lump sum price with bill of quantities\_\_\_\_\_\_\_\_\_\_\_\_(details), or

iv) Re-measurement with estimated/bid quantities in the Schedule of

Prices or on premium above or below quoted on the rates

mentioned in CSR \_\_\_\_\_\_\_\_\_\_\_\_\_\_(details), or/and

v) Cost reimbursable\_\_\_\_\_\_\_\_\_\_\_(details)

11.3 **Percentage of retention\*:** *five (5%)*

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

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

*the scope of the work)*

**Type of cover**

The Works

**Amount of cover**

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

**Type of cover**

Contractor‘\_\_\_\_\_\_\_\_\_\_s Equipment:

**Amount of cover**

Full replacement cost

**Type of cover**

Third Party-injury to persons and damage to property

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

*(The minimum amount of third party insurance should be assessed by the*

*Procuring Agency and entered).*

Workers:

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

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

Other cover\*:

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

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

14.2 **Amount to be recovered**

Premium plus \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ percent (\_\_\_\_%).

15.3 **Arbitration\*\***

Place of Arbitration:\_\_\_\_\_\_\_\_\_\_\_

***\**** *(Procuring Agency to specify as appropriate)*

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

**STANDARD FORMS**

*(Note: Standard Forms provided in this document for securities are to be issued by a bank. In*

*case the bidder chooses to issue a bond for accompanying his bid or performance of contract*

*or receipt of advance, the relevant format shall be tailored accordingly without changing the*

*spirit of the Forms of securities).*

**FORM OF BID SECURITY**

(Bank Guarantee)

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

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

**(**Letter by the Guarantor to the Procuring Agency)

Name of Guarantor (Scheduled Bank in Pakistan) with

address:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of Principal (Bidder) with

address:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Sum of Security (express in words and

figures):\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Bid and at

the request of the said Principal, we the Guarantor above-named are held and firmly bound

unto the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, (hereinafter called The ―Procuring

Agency‖) in the sum stated above, for the payment of which sum well and truly to be made,

we bind ourselves, our heirs, executors, administrators and successors, jointly and severally,

firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has

submitted the accompanying Bid numbered and dated as above for

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Particulars of Bid) to the said Procuring

Agency; and

WHEREAS, the Procuring Agency has required as a condition for considering the said Bid

that the Principal furnishes a Bid Security in the above said sum to the Procuring Agency,

conditioned as under:

(1) that the Bid Security shall remain valid for a period of twenty eight (28) days beyond

the period of validity of the bid;

(2) that in the event of;

(a) the Principal withdraws his Bid during the period of validity of Bid, or

(b) the Principal does not accept the correction of his Bid Price, pursuant to Sub-

Clause 16.4 (b) of Instructions to Bidders, or

(c) failure of the successful bidder to

1. furnish the required Performance Security, in accordance with Sub-

Clause IB-21**.**1 of Instructions to Bidders, or

(ii) sign the proposed Contract Agreement, in accordance with Sub-

Clauses IB-20.2 & 20.3 of Instructions to Bidders,

the entire sum be paid immediately to the said Procuring Agency for delayed

completion and not as penalty for the successful bidder's failure to perform.

NOW THEREFORE, if the successful bidder shall, within the period specified therefore, on

the prescribed form presented to him for signature enter into a formal Contract Agreement

with the said Procuring Agency in accordance with his Bid as accepted and furnish within

fourteen (14) days of receipt of Letter of Acceptance, a Performance Security with good and

sufficient surety , as may be required, upon the form prescribed by the said Procuring Agency

for the faithful performance and proper fulfilment of the said Contract or in the event of non-withdrawal of the said Bid within the time specified then this obligation shall be void and of

no effect, but otherwise to remain in full force and effect.

PROVIDED THAT the Guarantor shall forthwith pay to the Procuring Agency the said sum

stated above upon first written demand of the Procuring Agency without cavil or argument

and without requiring the Procuring Agency to prove or to show grounds or reasons for such

demand, notice of which shall be sent by the Procuring Agency by registered post duly

addressed to the Guarantor at its address given above.

PROVIDED ALSO THAT the Procuring Agency shall be the sole and final judge for

deciding whether the Principal has duly performed his obligations to sign the Contract

Agreement and to furnish the requisite Performance Security within the time stated above, or

has defaulted in fulfilling said requirements and the Guarantor shall pay without objection the

sum stated above upon first written demand from the Procuring Agency forthwith and without

any reference to the Principal or any other person.

IN WITNESS WHEREOF, the above bounded Guarantor has executed the instrument under

its seal on the date indicated above, the name and seal of the Guarantor being hereto affixed

and these presents duly signed by its undersigned representative pursuant to authority of its

governing body.

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

Guarantor (Bank)

Witness: 1. Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 2. Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 3. Title \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Corporate Secretary (Seal)

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

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

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

**FORM OF PERFORMANCE SECURITY**

**(Bank Guarantee)**

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

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

Expiry Date

(Letter by the Guarantor to the Procuring Agency)

Name of Guarantor (Scheduled Bank in Pakistan) with

address:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of Principal (Contractor) with

address:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Penal Sum of Security (express in words and

figures)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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

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

Documents and above said Letter of Acceptance (hereinafter called the Documents) and at the

request of the said Principal we, the Guarantor above named, are held and firmly bound unto

the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter called the

Procuring Agency) in the penal sum of the amount stated above*,* for the payment of which

sum well and truly to be made to the said Procuring Agency, we bind ourselves, our heirs,

executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has

accepted the Procuring Agency's above said Letter of Acceptance for \_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Name of Contract) for the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Name of Project).

NOW THEREFORE, if the Principal (Contractor) shall well and truly perform and fulfill all

the undertakings, covenants, terms and conditions of the said Documents during the original

terms of the said Documents and any extensions thereof that may be granted by the Procuring

Agency, with or without notice to the Guarantor, which notice is, hereby, waived and shall

also well and truly perform and fulfill all the undertakings, covenants terms and conditions of

the Contract and of any and all modifications of the said Documents that may hereafter be

made, notice of which modifications to the Guarantor being hereby waived, then, this

obligation to be void; otherwise to remain in full force and virtue till all requirements of

Clause 9, Remedying Defects, of Conditions of Contract are fulfilled.

Our total liability under this Guarantee is limited to the sum stated above and it is a condition

of any liability attaching to us under this Guarantee that the claim for payment in writing shall

be received by us within the validity period of this Guarantee, failing which we shall be

discharged of our liability, if any, under this Guarantee.

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

defenses under the Contract, do hereby irrevocably and independently guarantee to pay to the

Procuring Agency without delay upon the Procuring Agency's first written demand without

cavil or arguments and without requiring the Procuring Agency to prove or to show grounds

or reasons for such demand any sum or sums up to the amount stated above, against the

Procuring Agency's written declaration that the Principal has refused or failed to perform the

obligations under the Contract, for which payment will be effected by the Guarantor to

Procuring Agency‘s designated Bank & Account Number.

PROVIDED ALSO THAT the Procuring Agency shall be the sole and final judge for

deciding whether the Principal (Contractor) has duly performed his obligations under the

Contract or has defaulted in fulfilling said obligations and the Guarantor shall pay without

objection any sum or sums up to the amount stated above upon first written demand from the

Procuring Agency forthwith and without any reference to the Principal or any other person.

IN WITNESS WHEREOF, the above bounded Guarantor has executed this Instrument under

its seal on the date indicated above, the name and corporate seal of the Guarantor being hereto

affixed and these presents duly signed by its undersigned representative, pursuant to authority

of its governing body.

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

Guarantor (Bank)

Witness:

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

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

Corporate Secretary (Seal)

3. Title \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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

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

**FORM OF CONTRACT AGREEMENT**

THIS CONTRACT AGREEMENT (hereinafter called the ―Agreement‖) made on the \_\_\_\_\_

day of \_\_\_\_\_\_\_\_ 200 \_\_\_\_\_ between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(hereinafter called the

―Procuring Agency‖) of the one part and \_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter called the

―Contractor‖) of the other part.

WHEREAS the Procuring Agency is desirous that certain Works, viz \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

should be executed by the Contractor and has accepted a Bid by the Contractor for the

execution and completion of such Works and the remedying of any defects therein.

NOW this Agreement witnesseth as follows:

1. In this Agreement words and expressions shall have the same meanings as are

respectively assigned to them in the Conditions of Contract hereinafter referred to.

2. The following documents after incorporating addenda, if any except those parts

relating to Instructions to Bidders, shall be deemed to form and be read and construed

as part of this Agreement, viz:

(a) The Letter of Acceptance;

(b) The completed Form of Bid along with Schedules to Bid;

(c) Conditions of Contract & Contract Data;

(d) The priced Schedule of Prices/Bill of quantities (BoQ);

(e) The Specifications; and

(f) The Drawings

3. In consideration of the payments to be made by the Procuring Agency to the

Contractor as hereinafter mentioned, the Contractor hereby covenants with the

Procuring Agency to execute and complete the Works and remedy defects therein in

conformity and in all respects within the provisions of the Contract.

4. The Procuring Agency hereby covenants to pay the Contractor, in consideration of the

execution and completion of the Works as per provisions of the Contract, the Contract

Price or such other sum as may become payable under the provisions of the Contract

at the times and in the manner prescribed by the Contract.

IN WITNESS WHEREOF the parties hereto have caused this Contract Agreement to be

executed on the day***,*** month and year first before written in accordance with their respective

laws.

Signature of the Contactor Signature of the Procuring Agency

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

(Seal) (Seal)

Signed, Sealed and Delivered in the presence of:

Witness: Witness:

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

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

**MOBILIZATION ADVANCE GUARANTEE**

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

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

(Letter by the Guarantor to the Procuring Agency)

WHEREAS the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter

called the Procuring Agency) has entered into a Contract for

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

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

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

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

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

AND WHEREAS the Procuring Agency has agreed to advance to the Contractor, at the

Contractor‘s request, an amount of Rs.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Rupees

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_) which amount shall be advanced to the Contractor as per

provisions of the Contract.

AND WHEREAS the Procuring Agency has asked the Contractor to furnish Guarantee to

secure the advance payment for the performance of his obligations under the said Contract.

AND WHEREAS \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Scheduled Bank)

(hereinafter called the Guarantor) at the request of the Contractor and in consideration of the

Procuring Agency agreeing to make the above advance to the Contractor, has agreed to

furnish the said Guarantee.

NOW THEREFORE the Guarantor hereby guarantees that the Contractor shall use the

advance for the purpose of above mentioned Contract and if he fails, and commits default in

fulfillment of any of his obligations for which the advance payment is made, the Guarantor

shall be liable to the Procuring Agency for payment not exceeding the aforementioned

amount.

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

judge, as aforesaid, on the part of the Contractor, shall be given by the Procuring Agency to

the Guarantor, and on such first written demand payment shall be made by the Guarantor of

all sums then due under this Guarantee without any reference to the Contractor and without

any objection.

This Guarantee shall come into force as soon as the advance payment has been credited to the

account of the Contractor.

This Guarantee shall expire not later than \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

by which date we must have received any claims by registered letter, telegram, telex or

telefax.

It is understood that you will return this Guarantee to us on expiry or after settlement of the

total amount to be claimed hereunder.

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

Guarantor (Scheduled Bank)

Witness:

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

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

Corporate Secretary (Seal)

3. Title \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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

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

**INDENTURE FOR SECURED ADVANCES.**

(For use in cases in which is contract is for finished work and the contractor has

entered into an agreement for the execution of a certain specified quantity of work in a given

time ).

This INDENTURE made the ............... ........................... day of ......................

----- ....... ---------- ........ -197--"- BETWEEN (hereinafter called "the

Contractor" which expression shall where the context so admits or implied be deemed to

include his heirs, executors, administrators and assigns) of the one part and THE

GOVERNOR OF SINDH (hereinafter called "the Government" of the other part).

WHEREAS by an agreement, dated (hereinafter called the said

agreement, the contractor has agreed to perform the under-mentioned works (hereinafter

referred to as the said work):-

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

AND WHEREAS the contractor has applied to the ........... ................... ..............

— ....... ----- for an advance to him of Rupees ----------------------------------------------------- .

(Rs. .................. ) on the security of materials absolutely belonging to him and brought by

him to the site of the said works the subject of the said agreement for use in the

construction of such of the said works as he has undertaken to execute at rates fixed for

the finished work (inclusive of the cost of materials and labour and other charge) AND

WHEREAS the Government has agreed to advance to the Contractor the sum of Rupees,

(Rs. ...................... ) on the security of materials the quantities and other particulars of

which are detailed in Part II of Running Account Bill (E). the said works signed by the contractor

Fin R.Form.l7.A

on ----------- ....... — and on such covenants and conditions as are hereinafter contained

and the Government has reserved to itself the option of marking any further advance or

advances on the security of other materials brought by the Contractor to the site of the

said works.

NOW THIS INDENTURE WTTNESSETH that in pursuance of the said

agreement and in consideration of the sum of Rupees ........... ------------- ...... - ........ — ......

(Rs. ------ ...... ----- ) on or before the execution of these presents paid to the Contractor

by the Government (the receipt whereof the Contractor doth hereby acknowledge) and of

such further advances (if any) as may be made to him as aforesaid (all of which advances are

hereinafter collectively referred to as the said amount) the Contractor doth hereby assign

unto the Government the said materials by way of security for the said amount

And doth hereby covenant and agree with the Government and declare ay

follow :-

(1) That the said sum of Rupees ......... - ................ ------------- ...... --------------

(RF. ------------------- ) so advanced by the Government to the Contractor as aforesaid and

all or any further sum or sums which may be advanced aforesaid shall be employed by the

contractor in or towards expending the execution of the said works and for no other purpose

whatsoever.

(2) That the materials detailed in the said Running Account Bill (B) which have been

Fin R Form No. 17-A

Offered to and accepted by (he Government as security for the said amount are absolutely by

the Contractors own property free from encumbrances of any kind and the Contractor will

not make any application for or receive a further advance on the security of materials which are

not absolutely his own property and free from encumbrances of any kind and the contractor

hereby agrees, at all times, to indemnify and save harmless the Government against all

claims whatsoever to any materials in respect of which an advance has been made to him

as aforesaid.

(3) That the said materials detailed in the said Running Account Bill (B) and all other

Fin. R. Form No. 17-A

Materials on the security of which any further advance or advances may hereafter be made

as aforesaid (hereinafter called the said materials) shall be used by the Contractor solely in *the*

execution of the said works in accordance with the directions of the

Divisional Officer ---------------------------(hereinafter called the Divisional Officer) and in

the terms of the said agreement.

(4) That the Contractor shall make at his own cost all necessary and adequate

arrangement for the proper watch, safe custody and protection against all risks of the said

material and that until used in construction as aforesaid the said materials shall remain at the

site of the said works in the Contractor's custody and at his own risk and on his own

responsibility and shall at all times be open to inspection by (he Divisional Officer or any

officer authorized by him. In the event of the said materials of any part (hereof being

stolen, destroyed or damaged or becoming deteriorated in a grater degree than is due to

reasonable use and wear thereof Contractor will forthwith replace the same with other

materials of like qualify or repair and make good the same as required by the Divisional

Officer and the materials so brought to replace the said materials so repaired and made

good shall also be considered as security for the said amount.

(5) 'Hurt the said materials shall not on any account be removed from the site of the said

works except with the written permission of the Divisional Officer or an officer

authorized by him in that behalf

(6) That the said amount shall be payable in full when or before the Contractor

receives payment, from the Government of the price payable to him for the said works

under the terms and provisions of the said agreement PROVIDED THAT if any

intermediate payments are made to the contractor on account of work done then on the

occasion of each such payment the Government will be at liberty to make a recovery from

the Contractors Bill for such payment by deducting there from in the value of the said

materials (hen actually used in the construction and in respect of which recovery has not been

made previously the value for this purpose being determined in respect of each description

of material at (he rates at which the amount of the advances made under these presents were

calculated.

(7) That if the Contractor shall at any time make any default in the

performance or observation in any respect of any of the terms and provisions of the said

agreement or of these presents the total amount of the advance or advances that may still be

owing to the Government shall immediately on the happening of such default be

repayable by the Contractor to the Government together with interest thereon at twelve

percent per annum from the date or respective dates of such advance or advances to the

date or repayment and with all costs, charges, damages and expenses incurred by the

Government in or for the recovery thereof or the enforcement of this security or

otherwise by reason of (he default of the Contractor and any moneys so becoming due and

payable shall constitute a debt due from the Contractor to the Government and the Contractor

hereby covenants and agrees with the Government to repay and the same respectively to it

accordingly.

(8) That the Contractor hereby charges all the said materials with the

repayment to the Government of the said sum of Rupees ........................ - .............................

(Rs. ...................... ) and any further sum or sums which may be advanced as aforesaid and

al l costs charges damages and expenses payable under these present PROVIDED

ALWAYS and it is hereby agreed and declared that not withstanding anything in the said

agreement and without prejudice to the powers contained therein if and whether the

covenant for payment and repayment hereinbefore contained shall become enforceable and

the money owing shall not be paid to accordingly.

Once therewith the Government may at any time thereafter adopt all or any of

following courses as it may deem best ;-

(a) Seize and utilize the said materials or any part thereof in the completion of the

said works on behalf of the Contractor in accordance with the

provisions in that behalf contained in the said agreement debiting the

Contractor with the actual cost of effecting such completion the amount due

in respect of advances under these presents and crediting the

Contractor with the value of work done as he had carried it out in

accordance with the said agreement and at the rates thereby provided. If the

balance is against the Contractor he is to pay the same to the Government on

demand.

(b) Remove and sell by public auction the seized materials or any part thereof and

out of the moneys arising from the sale retain all the sums aforesaid

repayable to the Government under these presents and pay over the surplus

(if any) to the Contractor.

(c) Deduct all or any part of the moneys owing out of the security deposit or any

sum due to the Contractor under the said agreement.

(9) That except as is expressly provided by the presents interest on the aid

advance shall not be payable.

(10) That in the event of any conflict between the provisions of these presents and

the said agreement the provisions of these presents shall prevail and in the event of any

dispute or difference arising over the construction or effect of these presents the settlement of

which has not been hereinbefore expressly provided for the same shall be

referred to the Superintending Engineer ..................................... Circle whose…………….

decision shall be final and the provisions of the Indian Arbitration Act for the time being in

force so far as they are applicable shall apply to any such reference.

In witnesses whereof the\* ----- -—\_\_.................................... on behalf of the

Governor of Sindh and the said ................. — ........................... - .......... --have hereunto set

their respective hands and seals the day and first above written.

Signed, sealed and delivered by\* In

the presence of

Seal

1st witness 2nd witness

Signed, sealed and delivered by\* In

the presence of

Seal

1st Witness 2nd witness

**SPECIFICATIONS**

*[Note for Preparing the Specifications]*

A set of precise and clear specifications is a prerequisite for bidders to respond realistically

and competitively to the requirements of the user without qualifying their Bids. The

specifications must be drafted to permit the widest possible competition and, at the same

time, present a clear statement of the required standards of workmanship, materials,

performance of the works. Only if this is done objectives of economy, efficiency, and fairness

in procurement will be realized and responsiveness of Bids can be ensured, and the

subsequent task of bid evaluation can be facilitated. The specifications should require that

materials to be incorporated in the works be new, unused, and of the most recent or current

models, and incorporated all recent improvements in design and materials unless provided for

otherwise in the contract.

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

The use of metric units is encouraged. Depending on the complexity of the works and the

repetitiveness of the type of procurement, it may be advantageous to standardize the

Technical Specifications that should cover all classes of workmanship, materials and

equipment although not necessarily to be used in a particular procurement.

Care must be taken in drafting specifications to ensure that they are not restrictive. In the

specification of standards for equipment, materials, and workmanship, recognized

international standards should be used as much as possible. The specifications shall consider

all conditions but not limited to seismic conditions, weather conditions and environmental

impact. The specifications should state that equipment, materials, and workmanship that

meet other authoritative standards, and which ensure at least a substantially equal quality than

the standards mentioned, will also be acceptable. The following clause may be inserted in the

Specifications.

Sample Clause: Equivalency of Standards and Codes

Wherever reference is made in the Specifications to specific standards and codes to be met

by Works to be furnished and tested, the provisions of the latest current edition or revision of

the relevant shall apply, unless otherwise expressly stated in the Contract. Other authoritative

standards that ensure equivalence to the standards and codes specified will be acceptable.]

**\*DRAWINGS**

*\* (Note: The Engineer/Procuring Agency may incorporate specific Drawings for*

*Bidding purposes only or may include the detailed drawings in a separate*

*volume, if necessary).*