

# SINDH INDUSTRIAL TRADING ESTATES LIMITED

## BILL OF QUANTITIES

Construction of Compound Wall, Office Rooms &  
Laboratory i/c Supplying of Lab Equipments at SITE Kotri



**Tender No.01**

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



Sindh Industrial Trading Estates Limited  
Manghopir Road Karachi.  
Phone No.: 0092-2132562604  
Fax No.: 0092-213256213  
Email: [chiefengineer@site.com.pk](mailto:chiefengineer@site.com.pk)  
Web: [www.site.com.pk](http://www.site.com.pk)

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

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

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

To:

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

Gentlemen,

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

\_\_\_\_\_  
Sindh Industrial Trading Estates Limited

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

8. We understand that you are not bound to accept the lowest or any bid you may receive.
9. We do hereby declare that the Bid is made without any collusion, comparison of figures or arrangement with any other person or persons making a bid for the Works.

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

Signature \_\_\_\_\_

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

*(Name of Bidder in Block Capitals)*

*(Seal)*

Address

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

Witness:

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

Name: \_\_\_\_\_

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

\_\_\_\_\_

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Sindh Industrial Trading Estates Limited



## BIDDING DATA

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

### Instructions to Bidders

#### Clause Reference

#### 1.1 Name of Procuring Agency

SINDH INDUSTRIAL TRADING ESTATES LIMITED KARACHI

#### Brief Description of Works

Construction of Compound Wall, Office Rooms & Laboratory i/c Supplying  
of Lab Equipments at SITE Kotri

#### 5.1 (a) Procuring Agency's address:

SINDH INDUSTRIAL TRADING ESTATES LIMITED MANGHOPIR

ROAD KARACHI

#### (b) Engineer's address:

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**

4% of Bid Value

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14.1 **Period of Bid Validity**

90 days

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14.4 **Number of Copies of the Bid to be submitted:** (single stage one envelope)

One original plus 01(one) copies.

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

SINDH INDUSTRIAL TRADING ESTATES LIMITED MANGHOPIR ROAD KARACHI

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15.1 **Deadline for Submission of Bids**

Time: 02:00 PM on 24-03-2017.

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

Venue: Office of The Chief Engineer.  
Time: 02:30 PM      Date: 24-04-2017

16.4 **Responsiveness of Bids**

- (i) Bid is valid till required period,

- (ii) Bid prices are firm during currency of contract/Price adjustment;
- (iii) Completion period offered is within specified limits,
- (iv) Bidder is eligible to Bid and possesses the requisite experience, capability and qualification.
- (v) Bid does not deviate from basic technical requirements and
- (vi) Bids are generally in order, etc.
- (vii) Documents required for post qualification as mentioned in NITon dated 04-04-2017
  - (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 up to 12 months.
  - (b) **Price adjustment contract:** In these contracts escalation will be paid only on those items and in the manner as notified by Finance Department, Government of Sindh, after bid opening during currency of the contract.

**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 – A TO BID**

### **SCHEDULE OF PRICES**

#### **Sr. No.**

1. Preamble to Schedule of Prices.....
2. Bill of Quantities .....

**PREAMBLE TO SCHEDULE OF PRICES**

**1. General**

- 1.1 The Schedule of Prices shall be read in conjunction with the Conditions of Contract, Contract Data together with the Specifications and Drawings, if any.
- 1.2 The Contract shall be for the whole of the works as described in these Bidding Documents. Bids must be for the complete scope of works.

**2. Description**

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

**3. Units & Abbreviations**

- 3.1 Units of measurement, symbols and abbreviations expressed in the Bidding Documents shall comply with the System International d'Unites (SI Units).  
Sft,Rft,Cft,Cwt

**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.

## **SCHEDULE - A TO BID**

- 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 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.
- 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.



## **SCHEDULE - A TO BID**

### **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.



**Construction of Office Room , Lab and Supplying of  
Lab Equipments At SITE KOTRI  
SUMMARY SHEET**

<b>S-No</b>	<b>Descriptions</b>	<b>Amount in PKR.</b>
1	Amount of Compound Wall	
2	Amount of Building (Civil works)	
3	Amount of Building (Plumbing works)	
4	Amount of Building (Electrical works)	
5	Amount of Lab Equipments	
<b>Total Amount in Figures</b>		
<b>Total Amount in Words</b>		

**Seal**

**Signature**



**SINDH INDUSTRIAL TRADING ESTATE LTD**  
**Construction of Remaining Work of Compound Wall at KOTRI**  
**Bill of Quantities**

S-No	Descriptions	Quantity	Unit	Rate in words	Rate in Figure	Amount in Rs.
1	Excavation in foundation of building bridges and other structures including dagbelling dressing, refilling around structure with excavated earth Watering and ramming lead upto 5 ft. In Hard soil or soft muram.	25480	P-Cft			
2	Cement concrete plain including placing compacting finishing and curing complete i/c washing of aggregates without shuttering (i) Ratio 1:4:8	6580	P-Cft			
3	Reinforced cement concrete work including all labour and material except the cost of steel reinforcement and its labour for bending and binding which will be paid separately. This rate also includes all kinds of forms moulds: lifting shuttering curing rendering and finishing the exposed surface (including screening and washing of shingle). R.C.C work in roof slab, beams columns rafts, lintels and other structural member laid in situ or precast laid in position complete in all respects. (i) Ratio (1:2:4) 90 lbs cement 2 Cft sand 4 Cft shingle 1/8" to 1/4" gauge.	16914	P-Cft			
4	Providing Fixing Mild Steel Reinforcement for cement concrete including cutting, bending laying in position making joints and fastening, cost of binding wire (also includes removal of rust from bars)	832	P-Cwt			
5	Pacca brick work in foundation and plinth (e) cement sand mortar 1:6	512	P-Cft			
6	Pacca brick work in ground floor in (c) cement sand mortar 1:4	10500	P-Cft			
7	Cement Plaster 1:4 upto 12ft height (b) 1/2" thick.	56000	P-Sft			
8	Rough Cost / Stucco Plaster 3/4" thick in position of 1:1-1/2":1-1/2" in cement hill sand and bajri in patterns.	56000	P-Sft			
9	Supply & Fixing angle iron vertical posts for barbed wire fencing of size 2" x 2" x 1/4" embedded in R.C.C/ Masonry pillars i/c making cuts/holes @ 12" i/c fixing in pillars by chiseling and filling the with cement sand mortar repairing and finishing the surface.	385	P-Rft			
10	Supply & Fixing barbed wire fencing with 12 gauge - 4 points @ 6" apart barbed wire i/c straightening & fixing in angle iron vertical posts .	3500	P-Rft			
<b>Total Amount in figure</b>						
<b>Rebate offered if any in Form of Percentage ( %)</b>						
<b>Offered Bid Amount in Figures</b>						
<b>Offered Bid Amount in Words</b>						
Note:- All Rates are in PKR including applicable Taxes						
• All corrections / overwriting shall be clearly re-written with initials & duly stamped by the bidder.						
• The bid shall be properly signed, named & stamped by the authorized person of the firm and authorization letter for signatory shall be enclosed with the tender by the authorized Person, if other than the signatory of the firm.						
• All prevailing rules regarding condition of contract will be applicable.						

Seal

Signature of Company





**SINDH INDUSTRIAL TRADING ESTATES LIMITED**  
**Construction of Office Rooms And Lab at SITE KOTRI**

**Bill of Quantities**

**1- Civil Works**

S-No	Descriptions	Quantity	Unit	Rate in Words	Rate in Figures	Amount
1	Excavation in foundation of building bridges and other structures including dagbelling dressing, refilling around structure with excavated earth Watering and ramming lead upto 5 ft. In Ordinary soil.	4189	Cft			
2	Cement concrete plain including placing compacting finishing and curing complete l/c washing of aggregates without shuttering Ratio 1:4:8	960	Cft			
3	Pacca brick work in foundation and plinth cement sand mortar 1:6	808	Cft			
4	Supplying and filling sand under floor and plugging in walls.	880	Cft			
5	Providing Anti-termite treatment by spraying/sprinkling / spreading Neptachlar 0.5% emulsion as an ever all pre construction treatment in slab type construction under the slab and along attach perches or entrances etc complete as per directions of engineer incharge.	1760	P-Sft			
6	Reinforced cement concrete work including all labour and material except the cost of steel reinforcement and its labour for bending and binding which will be paid separately. This rate also includes all kinds of forms moulds: lifting shuttering curing rendering and finishing the exposed surface (including screening and washing of shingle). R.C.C work in roof slab, beams columns rafts, lintels and other structural member laid in situ or precast laid in position complete in all respects. (i) Ratio (1:2:4) 90 lbs cement 2 Cft sand 4 Cft shingle 1/8" to 1/4" gauge.	1953	P-Cft			
7	Providing Fixing Mild Steel Reinforcement for cement concrete including cutting, bending laying in position making joints and fastening, cost of binding wire (also includes removal of rust from bars)	113	P-Cwt			
8	Bitumen Coating to plastered or cement concrete surface	5020	Sft			
9	Pacca brick work in ground floor in (c) cement sand mortar 1:4	8618	Cft			



**SINDH INDUSTRIAL TRADING ESTATES LIMITED**  
**Construction of Office Rooms And Lab at SITE KOTRI**

**Bill of Quantities**

**1- Civil Works**

S-No	Descriptions	Quantity	Unit	Rate in Words	Rate in Figures	Amount
10	Cement Plaster 1:4 upto 12ft height (b) 1/2" thick.	6300	Sft			
11	Cement Plaster 1:4 upto 12ft height (a ) 3/8" thick.	2700	Sft			
12	Laying floor of approved colored glazed tile 1/4" thick laid in white cement and pigment on a bed of 3/4" thick cement mortar 1:2.	700	Sft			
13	Providing and fixing G.I Frames /chowkats size 7" x 2" or 4-1/2" x 3" for windows using 20 gauge G.I sheet including welded hinges and fixing at site with necessary hold fasts, filling with cement sand slurry of ratio 1:6 and repairing the jambs. The cost also i/c all carriage, tools, and plants used in making and fixing.	165	P-Rft			
14	Supplying & fixing in position 2mm thick Aluminum channels framing for sliding windows & ventilators of Alcop made 5mm thick tinted glass glazing (Belgium) & Aluminum fly screen l/c handles stoppers & locking arrangement etc complete (b) Deluxe model (Bronze)	68	P-Sft			
15	Supplying & fixing in position 2mm thick Aluminum channels framing for hinged doors of Alcop made with 5mm thick tinted glass glazing (Belgium) and Alpha (Japan) locks including handles stoppers etc (b) Deluxe model (Bronze)	175	P-Sft			
16	Preparing the surface & painting with matt finish l/c rubbing the surface with Bathy (Silicon carbide rubbing brick) filling the voids with Zink / chalk/plaster of Paris mixture, applying first coat premix making the surface smooth and then painting 3 coats with matt finish of approved make etc: complete (new surface)(ICI OR equivalent:)	8976	Sft			
16a	2nd & subsequent coat (ICI OR equivalent:)	8976	Sft			
17	Prime coat of chalk distempering	8976	Sft			
17a	Distempering (a) One coat 1st coat over Priming Coat) (b) Two coats	3740	Sft			
18	Providing & fixing colour Crete to wall surface to provide, durable crust and aesthetics having thickness upto 3/4" with specified colour having water, fire and termite resistance (upto 20' -0 height).	3000	Sft			



**SINDH INDUSTRIAL TRADING ESTATES LIMITED**  
**Construction of Office Rooms And Lab at SITE KOTRI**

**Bill of Quantities**

**1- Civil Works**

S-No	Descriptions	Quantity	Unit	Rate in Words	Rate in Figures	Amount
18a	Add extra labour for rock wall / colour Crete above 20, -0 height requiring scaffolding etc: for every 10' -0 additional height).	3000	P-Sft			
19	Providing and fixing iron steel grill using solid square bars of size 1/2" x 1/2" placed at 4" c/c and frame of flat iron Patti of 3/4" x 3/4" i/c circle shape at 1-0 apart equivalent fitted with screws or pins including painting 3 coats with 1st coat of red oxide pain etc	64	P-Sft			
20	Providing and laying 3" thick topping cement concrete (1:2:4) including Surface finishing and dividing into panels	2024	Sft			
21	Providing and laying approved Porcelain tiles for floor / skirting using matt finished / glazed of Master or equivalent tiles approved colour / design laid in approved pattern set 1:3 cement mortar including average 2" thick 1:2:4 cement concrete base etc complete in all respects as per directions of engineer incharge and specifications. NSI					
	a) For Flooring 24" x 24".	1012	P-Sft			
	b) For Skirting 24" x 6".	125	P-Rft			
22	Providing and fixing Pre-polished marble Treads / Risers following sizes (Ziarat marble or equivalent) of approved quality, colour & shade laid in approved pattern set in 1:2 cement sand mortar base including bull nosing/ chamfering of edges complete with all accessories as shown on the drawings or as per direction of engineer in charge / client. NSI					
	a) 25mm Thick Treads	274	P-Sft			
	b) 10mm thick Risers	137	P-Rft			
23	Providing and fixing approved design of 1-1/2" thick full filled machine pressed Malaysian Ply on both sides solid doors including imported approved Hardware and Mortic door lock, French polishing etc complete in all respects as per direction of engineer incharge. NSI.	175	P-Sft			
24	Supplying & fixing approved aluminum extruded section body tubular type universal hydraulic door closure with double speed adjustment with necessary accessories & screws etc,complete in all respects as per directions of engineer incharge. NSI	4	Each			





**SINDH INDUSTRIAL TRADING ESTATES LIMITED**  
**Construction of Office Rooms And Lab at SITE KOTRI**

**Bill of Quantities**

**1- Civil Works**

S-No	Descriptions	Quantity	Unit	Rate in Words	Rate in Figures	Amount
25	Providing & Fixing cabinet of approved design comprising 3/4" thick Formica laminated Lasani board (MDF gold), wood framing, lipping, approved imported hardware including polishing to wooden surfaces etc complete in all respects as shown on the drawings or as per direction of engineer incharge and specifications. NSI	113	P-Sft			
26	Providing and fixing approved design 0.75mm thick aluminium false ceiling including cost of framing etc complete in all respects as per directions of engineer incharge.	676	P-Sft			
27	Providing and fixing Name plates (12" x 8" ) stainless steel with name engraved plates to be fixed in walls / doors as per approved design.	2	Each			
28	Providing laying stone boulders in trench at site of work as per directions of engineer incharge and as per specification. NSI	600	P-Cft			
Total Amount in figure						
Rebate offered if any in Form of Percentage ( %)						
Offered Bid Amount in Figures						
Offered Bid Amount in Words						
<u>Note:- All Rates are in PKR including applicable Taxes</u>						
• All corrections / overwriting shall be clearly re-written with initials & duly stamped by the bidder.						
• The bid shall be properly signed, named & stamped by the authorized person of the firm and authorization letter for signatory shall be enclosed with the tender by the authorized Person, if other than the signatory of the firm.						
• All prevailing rules regarding condition of contract will be applicable.						

**Seal**

**Signature of Company**



**SINDH INDUSTRIAL TRADING ESTATES LIMITED**  
**Bill of Quantities**  
**Construction of Office Rooms And Lab at SITE KOTRI**  
**2- Plumbing Works**

S-No	Descriptions	Quantity	Unit	Rate in words	Rate in figures	Amount
1	Providing and fixing squatting type white glazed earthen ware w.c pan front flush inlet & complete with including the cost of flushing cistern with internal fitting & flush pipe with bend and making requisite numbers of holes in wall plinth & floor for pipe connection & making good in cement concrete 1:2:4 (Foreign Equivalent) (A) W.C pan 23" & low level earthen ware flush tank 3 gallon (i) with 4" dia C.I Trap.	3	Each			
2	Providing and fixing 24" x 18" lavatory basin in white glazed earthen water complete & i/c the cost of W.I or C.I cantilever brackets 6 inches built into walls, painted white in tow coats after a primary coat of red lead paint a pair of 1/2" dia chrome plated pillar taps. 1-1/2" dia rubber plug and chrome plated brass chain 1-1/4" dia malleable of C.P brass traps malleable iron or brass unions and making requisite number of holes in wall plinth and floor for pipe connections and making good in cement concrete 1:2:4 (Foreign or equivalent)	5	Each			
3	Add extra for labour for providing and fixing of earthen ware pedestal white or colored glazed (Foreign or equivalent)	8	Each			
4	Providing and fixing steel stainless local make complete with cost iron or wrought iron brackets 6 inches built in wall, 1-1/2" rubber plug chrome brass chain 1-1/2"C.P brass waste with 1-1/2" plate PVC waste pipe and making requisite number of holes in walls & plinth and floor for pipe connection and making good in cement concrete 1:2:4 (b) Steel Sink Stainless sized 36" x 18" local make (Standard Pattern ).	10	Each			
5	Providing and fixing 6" x 2" or 6" x 3" C.I floor trap of the approved salt cleaning design with a C.I Screwed down grating with or without a vent arm complete with a l/c making requisite number of holes in walls, plinth & floor for pipe connections & making good cement concrete 1:2:4	5	Each			
6	Providing and fixing in position nylon connections complete with 1/2" dia brass stop cock with pair of brass nuts and lining joints to nylon connections	8	Each			
7	Providing and fixing chrome plated brass towel rail complete with brackets fixing on wooden cleats with 1"long C.P brass screws. (iii) Towel rail 24" long b) 3/4" dia round or square (Superior quality)	4	Each			
8	Providing and fixing 24" x 18" beveled edge mirror of Belgium complete with 1/8" thick hard board and C.P screws fixed to wooden pleat. (b) Superior Quality.	3	Each			
9	Supplying and fixing soap tray earthen ware with C.P screws etc. complete.	4	Each			
10	Providing G.I Pipes, specials & clamps etc including fixing cutting and fitting complete with and l/c the cost of breaking through walls and roof, making good etc with white Zink paint with pigment to match the colour of the building and testing with water to a pressure head of 200 feet and handling					
(i)	1/2" dia	40	Rft			
(ii)	3/4" dia	60	Rft			



**SINDH INDUSTRIAL TRADING ESTATES LIMITED**  
**Bill of Quantities**  
**Construction of Office Rooms And Lab at SITE KOTRI**  
**2- Plumbing Works**

S-No	Descriptions	Quantity	Unit	Rate in words	Rate in figures	Amount
11	Add Extra for labour for concealed G.I Pipe & fitting including making recess in the wall for Pipe & making good in cement mortar etc complete.					
(i)	1/2" dia	40	Rft			
(ii)	3/4" dia	60	Rft			
12	Providing G.I Pipes, specials etc including fixing cutting and fitting complete with and l/c the cost of cutting trench upto 2-1/2 feet deep refilling watering ramming and disposal of surplus earth within one chain and painting 2 coats of bitumen paint to pipes & specials after cleaning & hassian cloth soaked in mixphalt composition wrapped tightly round pipes and testing to a pressure head of 200 feet and handling					
(v)	1/2" dia	50	Rft			
(vi)	3/4" dia	80	Rft			
13	Providing and fixing handle valves (China)					
(ii)	1/2" dia	5	Each			
14	Making the connection with the G.I pipe of size larger than 2" to 6" dia including cutting the pipe & providing and fixing necessary fitting.	2	Each			
15	Concealed C.P fittings of Superior quality for tiles Bath Rooms.					
	(a) Supply and Fixing concealed stop cock of superior quality with c.p head 1/2" dia.	3	Each			
16	(a) Supply and Fixing concealed tee-stop cock of superior quality with c.p head 1/2" dia.	8	Each			
17	(a) Supply and Fixing long bib cock of superior quality with c.p head 1/2" dia.	3	Each			



**SINDH INDUSTRIAL TRADING ESTATES LIMITED**  
**Bill of Quantities**  
**Construction of Office Rooms And Lab at SITE KOTRI**  
**2- Plumbing Works**

S-No	Descriptions	Quantity	Unit	Rate in words	Rate in figures	Amount
18	(a) Supplying and Fixing wash basin mixture of superior quality with c.p head 1/2" dia.	2	Each			
19	Supplying and Fixing sink mixture cock of superior quality with c.p head etc complete	2	Each			
20	Supplying and Fixing C.P Muslim Shower with double Bib cock & ring Pipe etc complete	3	Each			
21	Supplying and Fixing jet shower with rod superior quality single c.p head 1/2" dia.	3	Each			
22	Providing and fixing 6" x 4" C.C gully trap with 4" outlet complete with 4" thick 1:2:4 CC for bed & 1/2" thick cement plaster (1:3) to the karb, C.I grating 6" x 6" & C.I cover and frame 12" x 12" (inside) etc . Complete	4	Each			
23	Providing RCC pipe with collars class "B" and digging the trenches to required depth & fixing in position including cutting, fitting & jointing with maxphalt composition & cement mortar 1:1 and testing with water pressure to a head of 4 feet above the top of the highest pipe & refilling with excavated staff.					
	(d) 9" dia R.C.C pipe class "B".	70	P-Rft			
24	Making the connection with existing manholes i/c the cost of cutting holes in wall making them good in cement concrete 1:2:4 and making the required channel etc complete.	1	Each			
25	Excavation for pipe line in trenches and pits in all kind of soils of murum l/e trimming and dressing sides to true alignment and shape levelling of beds of trenches to correct level and grade, cutting joints holes and disposal of surplus earth within a one chain as directed by engineer incharge. providing fence guards. lights, flags and temporary crossing for non vehicular traffic where ever required lift up to 5ft (1.52m) and lead up to one chain (30.5m).	1800	Cft			



**SINDH INDUSTRIAL TRADING ESTATES LIMITED**  
**Bill of Quantities**  
**Construction of Office Rooms And Lab at SITE KOTRI**  
**2- Plumbing Works**

2- Plumbing Works						
S-No	Descriptions	Quantity	Unit	Rate in words	Rate in figures	Amount
26	Constructing manhole or inspection chamber for the required diameter of circular sewer and 3'-6" (1067mm) depth with wall of B.B in cement sand mortar 1:3 cement plastered 1:3, 1/2" thick inside of walls and 1" (25mm)thick over benching and channel l/c fixing C.I manhole cover with frame of clear opening 1-1/2' X 1-1/2' (457mm x 457mm) of 1.75 Cwt (88.9 kg) embedded in plain C.C 1:2:4 and fixing 1" (25mm) dia M.S steps 6" (150 mm) wide projecting 4" (102 mm) from the face of wall at 12" (305mm) C/C duly painted etc. complete as per specification and drawing (a) 4" to 12" dia 2' x 2' x 3'-6")	2	Each			
27	Supply and Installation of approved Electric Water cooler of the 150 Liter/hr. NSI.	2	Each			
28	Supply and Installation of approved Geezer 35 Gallon Capacity. NSI.	1	Each			
29	Supply and fixing vent cowl for soil waste pipes of the following diameter. (N.S.I)					
	4" dia	20	No			
Total Amount in figure						
Rebate offered if any in Form of Percentage ( %)						
Offered Bid Amount in Figures						
Offered Bid Amount in Words						
Note:- All Rates are in PKR including applicable Taxes						
• All corrections / overwriting shall be clearly re-written with initials & duly stamped by the bidder.						
• The bid shall be properly signed, named & stamped by the authorized person of the firm and authorization letter for signatory shall be enclosed with the tender by the authorized Person, if other than the signatory of the firm.						
• All prevailing rules regarding condition of contract will be applicable.						

**Seal**

**Signature**





**SINDH INDUSTRIAL TRADING ESTATES LIMITED**  
**Bill of Quantities**  
**Construction of Office Rooms And Lab at SITE KOTRI**  
**3-Electrical Works**

S-No	Descriptions	Qty	Unit	Rate in Words	Rate in Figures	Amount in Rs
1	Supply and fixing wiring for one light point, one fan point, with 1/1.13(3/.029) PVC insulated wire in 20 mm (3/4") PVC conduit recessed in the wall or column as required.	25	P-Point			
2	Supply and fixing wiring for plug point with 1/1.13(3/.029) PVC insulated wire in 20 mm (3/4") PVC conduit recessed in the wall or column as required.	10	P-Point			
3	24. Providing & laying (MAIN or SUB MAIN) PVC insulated with size 3-7/.029 copper conductor in 3/4" dia PVC conduit recessed in the wall or column as required	100	P-Mtr			
4	Providing and fixing A.C one way S.P 5. Amps switch flush type on a given prepared board.	3	P-No			
5	Providing and fixing surface 3 pin 5 Amps flush type S.P plugged socket, switch and shoe unit on SW board recessed in walls and column and covered with plastic sheet.	6	P-No			
7	Providing, laying 35mm <sup>2</sup> 4 core 660/1000 volt PVC/PVC unarmored cable laying the ground upto 2ft depth l/c excavation of earth in 2ft depth for laying the cable	60	P-Mtr			
8	Providing, laying 16mm <sup>2</sup> 4 core 660/1000 volt PVC/PVC unarmored cable laying the ground upto 2ft depth l/c excavation of earth in 2ft depth for laying the cable	30	P-Mtr			
9	Providing circuit breaker 100 Amp triple pole i/c fixing on prepared board and necessary connection	2	P-No			
10	Providing and fixing approved Philips or equivalent 1-40 watts tube light complete with 40 watts 4ft long rod, chowk, starter and Patti components l/c necessary electric connection and fixing on wall or ceiling etc complete in all respects as per directions of engineer incharge. NSI.	6	P.Each			
11	Providing and fixing approved Philips or equivalent 25 watts energy saver including fixing on existing holder etc complete in all respects as per directions of engineer incharge. NSI.	20	Each			
12	Supplying and fixing approved GFC or equivalent ceiling fan 56" sweep including cost of fan regulator and fan Matel hook if required etc complete in all respects as per directions of engineer incharge. NSI.	6	P.Each			
14	Supply & fixing approved GFC or equivalent exhaust fan 12" sweep etc complete in all respects as per directions of engineer incharge. NSI.	4	P.Each			
15	Supply & fixing approved Plastic Box as per approved size including recessed in the wall or column as required etc complete as per direction of engineer incharge. NSI.	10	P.Each			



**SINDH INDUSTRIAL TRADING ESTATES LIMITED**  
**Bill of Quantities**  
**Construction of Office Rooms And Lab at SITE KOTRI**  
**3-Electrical Works**

S-No	Descriptions	Qty	Unit	Rate in Words	Rate in Figures	Amount in Rs
16	Supply & fixing approved china sheet or equivalent switches (sheet size 1 to 8 switches) including cost of fixing on prepared board and necessary connections etc complete as per direction of engineer incharge. NSI.	11	P.Each			
17	Providing and fixing approved Ceiling Down Light of approved design to be fixed in False Ceiling. Rate also includes Energy Saver 24Watts in white color light. Complete in all aspects with all accessories.	9	P.Each			
18	Providing and fixing plate type earth electrode 24" x 24" x 3mm including 50mm dia GI pipe , 2 x 70 sq mm bare copper conductor including 12" x 2" x 6mm copper plate for earth connecting point & inspection chamber 18" x 18" with cover detail shown in drawing etc complete NSI.	2	Job			
19	Supply & Installation of approved double shutter distribution board with approved circuit Tersaski or FUJI Japan breakers, bus bars including volt meter, ammeter, selector switch, control fuse, indication lamps, in/out cables arrangement internal wiring and painting with enameled paint on surface or concealed etc complete in all accessories as per drawing and directions of engineer incharge. NSI.	2	Each			
Total Amount in figure						
Rebate offered if any in Form of Percentage ( %)						
Offered Bid Amount in Figures						
Offered Bid Amount in Words						
Note:- All Rates are in PKR including applicable Taxes						
• All corrections / overwriting shall be clearly re-written with initials & duly stamped by the bidder.						
• The bid shall be properly signed, named & stamped by the authorized person of the firm and authorization letter for signatory shall be enclosed with the tender by the authorized Person, if other than the signatory of the firm.						
• All prevailing rules regarding condition of contract will be applicable.						

**Seal**

**Signature of Company**



## SINDH INDUSTRIAL TRADING ESTATES LIMITED

### List of Lab Equipments

#### SITE KOTRI

SR #	Description of Equipments	Unit	Rate in Words	Rate in Figures	Amount in Rs.
1	Chemical Oxygen demand (COD) Reactor Approved Quality	1 Nos			
2	Biochemical Oxygen Demand (BOD )Reactor Approved Quality	1 Nos			
3	Total Dissolved Solids (TDS) Meter Approved Quality	1 Nos			
4	Potential of Hydrogen (PH) Meter Approved Quality	1 Nos			
5	DR-2000 Spectrophotometer Approved Quality	1 Nos			
Total Amount in figure					
Rebate offered if any in Form of Percentage ( %)					
Offered Bid Amount in Figures					
Offered Bid Amount in Words					

Note:- All Rates are in PKR including applicable Taxes

• All corrections / overwriting shall be clearly re-written with initials & duly stamped by the bidder.

• The bid shall be properly signed, named & stamped by the authorized person of the firm and authorization letter for signatory shall be enclosed with the tender by the authorized Person, if other than the signatory of the firm.

• All prevailing rules regarding condition of contract will be applicable.

Seal

Signature Company

## **SCHEDULE - B TO BID**

### **\*SPECIFIC WORKS DATA**

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Sindh Industrial Trading Estates Limited

## **SCHEDULE – C TO BID**

### **WORKS TO BE PERFORMED BY SUBCONTRACTORS\***

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

Items of Works to be Sub-Contracted	Name and address of Sub-Contractors	Statement of similar works previously executed. ( <i>attach evidence</i> )
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**Note:**

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

## **PROPOSED PROGRAMME OF WORKS**

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



## **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.

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## **BIDDING DATA**

**Attached in BOQ**

## **FORM OF BID AND APPENDICES TO BID**

### **FORM OF BID**

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# **INSTRUCTIONS TO BIDDERS**



## **INSTRUCTIONS TO BIDDERS**

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

### **A. GENERAL**

#### **IB.1 Scope of Bid**

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

#### **IB.2 Source of Funds**

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

#### **IB.3 Eligible Bidders**

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

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

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

- (b) Government-owned enterprises or institutions may participate only if they can establish that they are;
  - (i) legally and financially autonomous, and
  - (ii) operate under commercial law.

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

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

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

#### **IB.4 One Bid per Bidder**

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

#### **IB.5 Cost of Bidding**

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

#### **IB.6 Site Visit**

- 6.1 The bidders are advised to visit and examine the site of works and its surroundings and obtain all information that may be necessary for preparing the bid and entering into a contract for construction of the works. All cost in this respect shall be at the bidder's own expense.
- 6.2 The bidders and any of their personnel or agents will be granted permission by the procuring agency to enter upon his premises and lands for the purpose of such inspection, but only upon the express condition that the bidders, their personnel and agents, will release and indemnify the procuring agency, his personnel and agents from and against all liability in respect thereof and will be responsible for death or personal injury, loss of or damage to property and any other loss, damage, costs and expenses incurred as a result of such inspection

## **B. BIDDING DOCUMENTS**

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

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

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

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

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

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

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

### **IB.9 Addendum/Modification of Bidding Documents:**

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

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

9.3 To afford bidders reasonable time in which to take an addendum into account in preparing their bids, the procuring agency may extend the deadline for submission of bids in accordance with IB.20

## **C. PREPARATION OF BIDS**

### **IB.10 Language of Bid**

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

### **IB.11 Documents Accompanying the Bid**

- 11.1 Each bidder shall:

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

And

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

Appendix-E to Bid	Proposed Construction Schedule
Appendix-F to Bid	Method of Performing the Work
Appendix-G to Bid	List of Major Equipment
Appendix-K to Bid	Organization Chart for Supervisory
Staff and other pertinent information such as mobilization programme	
etc;	

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

- (a) one of the joint venture partners shall be nominated as being in charge; and this authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the joint venture partners;

- (b) the bid, and in case of a successful bid, the Form of Contract Agreement shall be signed by the authorized partner so as to be legally binding on all partners;
  - (c) the partner-in-charge shall always be duly authorized to deal with the procuring agency regarding all matters related with and/or incidental to the execution of works as per the terms and Conditions of Contract and in this regard to incur any and all liabilities, receive instructions, give binding undertakings and receive payments on behalf of the joint venture;
  - (d) all partners of the joint venture shall at all times and under all circumstances be liable jointly and severally for the execution of the contract in accordance with the contract terms and a statement to this effect shall be included in the authorization mentioned under Sub-Para (a) above as well as in the Form of Bid and in the Form of Contract Agreement (in case of a successful bid);
  - (e) a copy of the agreement entered into by the joint venture partners shall be submitted with the bid stating the conditions under which it will function, its period of duration, the persons authorized to represent and obligate it and which persons will be directly responsible for due performance of the contract and can give valid receipts on behalf of the joint venture, the proportionate participation of the several firms forming the joint venture, and any other information necessary to permit a full appraisal of its functioning. No amendments / modifications whatsoever in the joint venture agreement shall be agreed to between the joint venture partners without prior written consent of the procuring agency;
  - (f) submission of an alternative Letter of Intent to execute a Joint Venture Agreement shall be mandatory.
- 11.3 Bidders shall also submit proposals of work methods and schedule, in sufficient detail to demonstrate the adequacy of the bidders' proposals to meet the technical specifications and the completion time referred to sub- clause IB 1.2 hereof.

#### **IB.12 Bid Prices**

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

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

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

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

### **IB.13 Currencies of Bid and Payment**

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

### **IB.14 Bid Validity**

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



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

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

### **IB.16 Alternate Proposals/Bids**

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

### **IB.17 Pre-Bid Meeting**

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

### **IB.18 Format and Signing of Bid**

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

which all correspondence in connection with their bids and the contract is to be sent.

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

#### **D. SUBMISSION OF BIDS IB.19**

##### **Sealing and Marking of Bids**

19.1 Each bidder shall submit his bid as under:

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

19.2 The inner and outer envelopes shall:

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

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

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

#### **IB.20 Deadline for Submission of Bids**

- 20.1 (a) Bids must be received by the procuring agency at the address specified not later than the time and date stipulated in the bidding data,
- (b) Bids with charges payable will not be accepted, nor will arrangements be undertaken to collect the bids from any delivery point other than that specified above. Bidders shall bear all expenses incurred in the preparation and delivery of bids. No claims shall be entertained for refund of such expenses,
- (c) Where delivery of a bid is by mail and the bidder wishes to receive an acknowledgment of receipt of such bid, he shall make a request for such acknowledgment in a separate letter attached to but not included in the sealed bid package,
- (d) Upon request, acknowledgment of receipt of bids will be provided to those

making delivery in person or by messenger.

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

#### **IB.21 Late Bids**

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

#### **IB.22 Modification, Substitution and Withdrawal of Bids**

- 22.1 Any bidder may modify, substitute or withdraw his bid after bid submission provided that the modification, substitution or written notice of withdrawal is received by the procuring agency prior to the deadline for submission of bids.
- 22.2 The modification, substitution, or notice for withdrawal of any bid shall be prepared, sealed, marked and delivered in accordance with the provisions of Clause IB.19 with the outer and inner envelopes additionally marked "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL" as appropriate.
- 22.3 No bid may be modified by a bidder after the deadline for submission of bids except in accordance with to sub - clauses IB 22.1 and IB 27.2.
- 22.4 Withdrawal of a bid during the interval between the deadlines for submission of bids and the expiration of the period of bid validity specified in the Form of Bid may result in forfeiture of the bid security in pursuance to clause IB 15.

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

#### **IB.23 Bid Opening**

- 23.1 Procuring agency will open the bids, including withdrawals, substitution and modifications made pursuant to Clause IB.22, in the presence of bidders' representatives who choose to attend, at the time, date and location stipulated in the bidding data. The bidders or their representatives who are in attendance shall sign an attendance sheet.
- 23.2 Envelopes marked "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL" shall be opened and read out first. Bids for which an acceptable notice of withdrawal has been submitted pursuant to clause IB.22 shall not be opened.
- 23.3 Procuring agency shall read aloud the name of the bidder, total bid price and price of

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

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

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

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

#### **IB.25 Clarification of Bid (SPP Rule 43)**

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

#### **IB.26 Examination of Bids and Determination of Responsiveness**

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

depending on the selection procedure adopted by the procuring agency.

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

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

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

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

**(B) Minor Deviations**

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

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



## **IB.27 Correction of Errors before Financial Evaluation**

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

## **IB.28 Financial Evaluation and Comparison of Bids**

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

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

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

## **28.6 Evaluation Report (SPP Rule 45)**

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

## **F. AWARD OF CONTRACT**

### **IB.29 Award (SPP Rule 49)**

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

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

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

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

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

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

- 31.1 Prior to expiry of the period of bid validity, including extension, prescribed by the procuring agency, the procuring agency shall notify the successful bidder in writing ("Letter of Acceptance") that his bid has been accepted. This letter shall mention the sum which the procuring agency will pay to the contractor in consideration of the execution and completion of the works by the contractor as prescribed by the contract (hereinafter and in the conditions of contract called the "Contract Price").
- 31.2 No negotiation with the bidder having evaluated as lowest responsive or any other bidder shall be permitted, however, procuring agency may hold meetings to clarify any item in the bid evaluation report.
- 31.3 The notification of award and its acceptance by the bidder will constitute the formation of the contract, binding the procuring agency and the bidder till signing of the formal Contract Agreement.
- 31.4 Upon furnishing by the successful bidder of a Performance Security and signing of the contract, the procuring agency will promptly notify the name of the successful bidder to all bidders and return their bid securities accordingly.
- 31.5 Within seven days of the award of contract, procuring agency shall publish on the website of the Authority and on its own website, if such a website exists, the results of the bidding process, identify the bid through procurement identifying numbers, and the following information:

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

### **31.6 Debriefing (SPP Rule 51).**

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

### **IB.32 Performance Security (SPP Rule 39)**

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

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

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

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

### **33.4 Stamp Duty.**

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

**IB.34 General Performance of the Bidders**

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

**IB.35 Integrity Pact (SPP Rule 89)**

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

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

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

**IB.37 Arbitration (SPP Rule 34)**

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

## **FORMS**

**BID SECURITY  
PERFORMANCE SECURITY  
CONTRACT AGREEMENT  
MOBILIZATION ADVANCE GUARANTEE**

**BID SECURITY**  
**(Bank Guarantee)**

Security Executed on \_\_\_\_\_  
(Date)

Name of Surety (Bank) with Address: \_\_\_\_\_  
(Scheduled Bank in Pakistan)

Name of Principal (Bidder) with Address \_\_\_\_\_

Penal Sum of Security Rupees. \_\_\_\_\_ (Rs. \_\_\_\_\_)

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

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

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

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

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

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

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

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



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

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

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

SURETY (Bank)

WITNESS:

Signature \_\_\_\_\_

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

Name \_\_\_\_\_

\_\_\_\_\_

Title \_\_\_\_\_

Corporate Secretary (Seal)

Corporate Guarantor (Seal)

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

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

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

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

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

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

[Letter by the Guarantor to the Procuring Agency]

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

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

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

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

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

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

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

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

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

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

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

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

Witness:

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

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

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

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

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

Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

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

**FORM OF CONTRACT AGREEMENT**

THIS CONTRACT AGREEMENT (hereinafter called the "Agreement") made on the  
day \_\_\_\_\_ of \_\_\_\_\_ (month) 20\_\_\_\_ between

\_\_\_\_\_  
(hereafter called the "Procuring Agency") of the one part and  
\_\_\_\_\_  
(hereafter called the "Contractor") of the other  
part.

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

NOW this Agreement witnesseth-- as follows:

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

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

Signature of the Contactor

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

Signature of Procuring Agency

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

Signed, Sealed and Delivered in the presence of:

Witness:

\_\_\_\_\_

(Name, Title and Address)

Witness:

\_\_\_\_\_

(Name, Title and Address)

## MOBILIZATION ADVANCE GUARANTEE

Bank Guarantee No. \_\_\_\_\_ Date \_\_\_\_\_

WHEREAS \_\_\_\_\_ (hereinafter called the 'Procuring Agency') has entered into a Contract for \_\_\_\_\_  
(Particulars of Contract)  
with \_\_\_\_\_ (hereinafter called the "Contractor").

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

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

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

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

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

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

(Date)

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

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

GUARANTOR

1. Signature \_\_\_\_\_
2. Name \_\_\_\_\_
3. Title \_\_\_\_\_

WITNESS

1. \_\_\_\_\_  
\_\_\_\_\_  
Corporate Secretary (Seal)

2. \_\_\_\_\_  
(Name Title & Address)
- \_\_\_\_\_ Corporate Guarantor (Seal)



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# General Conditions

## General Provisions

### 1.1

#### Definitions

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

#### 1.1.1

##### The Contract

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

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

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

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

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

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

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

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

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

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



## 1.1.2

### Parties and Persons

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

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

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

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

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

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

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

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

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

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

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

1.1.3  
Dates, Tests, Periods  
and Completion

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

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

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

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

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

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

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

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

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

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

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

1.1.4

## Money and Payments

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

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

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

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

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

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

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

1.1.4.8 “Local Currency” means the currency of the Country.

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

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

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

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

## 1.1.5

Works and Goods

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

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

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

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

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

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

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

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

1.1.6

Other Definitions

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

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

1.1.6.3 "Employer's Equipment" means the apparatus, machinery and vehicles (if any) made available by the Employer for the use of the Contractor in the execution of the Works, as stated in the Specification; but does not include Plant which has not been taken over by the Employer.

1.1.6.4 "Force Majeure" is defined in Clause 19 [ Force Majeure ].

1.1.6.5 "Laws" means all national (or state) legislation, statutes, ordinances and other laws, and regulations and by-laws of any legally constituted public authority.

1.1.6.6 "Performance Security" means the security (or securities, if any) under Sub-Clause 4.2 [ Performance Security ].

1.1.6.7 "Site" means the places where the Permanent Works are to be executed, including storage and working areas, and to which Plant and Materials are to be delivered, and any other places as may be specified in the Contract as forming part of the Site..

1.1.6.8 "Unforeseeable" means not reasonably foreseeable by an experienced contractor by the Base Date.

1.1.6.9 "Variation" means any change to the Works, which is instructed or approved as a variation under Clause 13 [ Variations and Adjustments ].

## 1.2

### Interpretation

In the Contract, except where the context requires otherwise:

- (a) words indicating one gender include all genders;
- (b) words indicating the singular also include the plural and words indicating the plural also include the singular;
- (c) provisions including the word "agree", "agreed" or "agreement" require the agreement to be record in writing;
- (d) "written" or "in writing" means hand-written, type-written, printed or electronically made, and resulting in a permanent record; and
- (e) the word "tender" is synonymous with "bid", and "tenderer" with "bidder" and the words "tender documents" with "bidding documents".

The marginal words and other headings shall not be taken into consideration in the interpretation of these Conditions.

In these Conditions, provisions including the expression "Cost plus profit" require this profit to be one-twentieth (5%) of this Cost unless otherwise indicated in the Contract Data.

## 1.3

### Communications

Wherever these Conditions provide for the giving or issuing of approvals, certificates, consents, determinations, notices, requests and discharges, these communications shall be:

- (a) in writing and delivered by hand (against receipt), sent by mail or courier, or transmitted using any of the agreed systems of electronic transmission as stated in the Contract Data; and
- (b) delivered, sent or transmitted to the address for the recipient's communications as stated in the Contract Data. However:
  - (i) if the recipient gives notice of another address, communications shall thereafter be delivered accordingly; and
  - (ii) if the recipient has not stated otherwise when requesting an approval or consent, it may be sent to the address from which the request was issued.

1.4  
Law and Language

Approvals, certificates, consents and determinations shall not be unreasonably withheld or delayed. When a certificate is issued to a Party, the certifier shall send a copy to the other Party. When a notice is issued to a Party, by the other Party or the Engineer, a copy shall be sent to the Engineer or the other Party, as the case may be.

The Contract shall be governed by the law of the country or other jurisdiction stated in the Contract Data.

The ruling language of the Contract shall be that stated in the Contract Data.

1.5  
Priority of Documents

The language for communications shall be that stated in the Contract Data. If no language is stated there, the language for communications shall be the ruling language of the Contract.

The documents forming the Contract are to be taken as mutually explanatory of one another. For the purposes of interpretation, the priority of the documents shall be in accordance with the following sequence:

- (a) the Contract Agreement (if any),
- (b) the Letter of Acceptance,
- (c) the Tender,
- (d) the Particular Conditions - Part A,
- (e) the Particular Conditions - Part B,
- (f) these General Conditions,
- (g) the Specification,
- (h) the Drawings, and
- (i) the Schedules and any other documents forming part of the Contract.

If an ambiguity or discrepancy is found in the documents, the Engineer shall issue any necessary clarification or instruction.

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## **PART II - SPECIAL /PARTICULAR CONDITIONS OF CONTRACT**

### **1.1 Definitions**

1.1.1.4 “Form of Bid” is synonymous with “Letter of Tender”.

1.1.1.5 “Bid” is synonymous with “Tender”.

1.1.1.10 “Bidding” is synonymous with “contract”.

*The following paragraph is added:*

1.1.1.11 “Programme” means the programme to be submitted by the contractor in accordance with Sub-Clause 8.3 and any approved revisions thereto.

1.1.2.2 “Employer” is synonymous with “Procuring Agency”

1.1.2.9 “DB” is synonymous with “Committee”.

1.1.3.1 Replace 28 days by 7 days in LCB and 15 days in ICB..

1.1.3.7 “Defects notification Period” is synonymous with “Defects liability Period”.

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

### **3.1 Engineer’s Duties and Authority.**

*The following paragraph is added after duties:*

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

### **4.3 Contractor’s Representative**

*The following text is to be added after last line:*

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

### **6.10 Records of Contractor’s Personnel and Equipment**

*The following paragraph is added:*

The Contractor shall, upon request by the Engineer at any time in relation to any item

of hired Contractor's Equipment, forthwith notify the Engineer in writing the name and address of the Owner of the equipment and shall certify that the agreement for the hire thereof contains a provision in accordance with the requirements set forth above.

*The following sub-clause 7.9 is added in (GCC):*

## **7.9 Use of Pakistani Materials and Services**

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

## **8.1 Commencement of Works**

The last para is deleted and substituted with the following:

The contractor shall commence the works on site within the period named in Appendix-A to Bid from the date of receipt by him from the Engineer of a written Notice to Commence. Thereafter, the contractor shall proceed with the works with due expedition and without delay.

- 8.11 Prolonged Suspension  
Replace 84 days by 120 days.

## **8.3 Programme**

*The following text is to be added after [Commencement of Works]*

The programme shall be submitted in the either form of:

- a) Bar Chart identifying the critical activities.
- b) Critical Path Method (CPM) identifying the critical path/activities.
- c) Program Evaluation and Review Techniques (PERT).  
*(Procuring Agency to select appropriate one)*

## **13.1 Right to vary**

In the last line of Para, after the word "Variation", the word "in writing" is added.

## **13.3 Variation procedure**

In the tenth line, after the words "as soon as practicable" following is added:  
"and within a period not exceeding one-eighth of the completion time"

## **13.8 Adjustment for changes in cost**

Deleted

#### **14.2 Advance Payment**

*The Text is deleted and replaced with following:*

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

##### **Mobilization Advance/Advance Payment**

- (i) Mobilization advance up to 10 % of the Contract Price may be paid by the procuring agency to the Contractor on the works costing Rs2.5 million or above on following conditions:
  - a. on submission by the Contractor of a mobilization advance guarantee for the full amount of the advance in the specified form, from a Scheduled Bank in Pakistan, acceptable to the procuring agency;
  - b. contractor shall pay interest on the mobilization advance at the rate of 10% per annum on the advance; and
- (ii) This Advance including the interest shall be recovered in 5 equal installments from the 5 R.A bills and in case the number of bills is less than 5 then 1/5 of the advance inclusive of the interest thereon shall be recovered from each bill and the balance together with interest be recovered from the final bill. It may be insured that there is sufficient amount in the final bill to enable recovery of the Mobilization Advance.

#### **14.5 Plants and Materials intended for Works**

*Deleted*

#### **(II) Recovery of Secured Advance:**

*Deleted*

#### **14.8 Delayed Payment**

*Deleted*

#### **15.2 Termination by Employer**

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

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

#### **15.6 Corrupt and fraudulent Practices.**

*The following text is to be added as 3<sup>rd</sup> paragraph:*

*Successful Contractor has to provide Integrity Pact (for contracts worth Rs.10.0 million and above).*

If the Contractor or any of his Subcontractors, agents or servants is found to have violated or involved in violation of the Integrity Pact signed by the Contractor as Appendix-L to his Bid, then the procuring agency shall be entitled to:

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

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

#### **16.4 Payment on Termination**

Sub-paragraph (c) is deleted.

#### **17.3 Employer's/ Procuring Agency's Risks**

Sub-Clause 17.3 (h) is deleted.

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

#### **18.1 General Requirements for Insurance**

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

#### **19.6 Optional Termination, Payment and release by the Employer**

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

#### **20.6 Arbitration**

*Deleted*

#### **Annex PROCEDURAL RULES**

*Deleted*

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## **SPECIFICATIONS**

(As per BOQ, standards of as applicable of Pakistan Engineer Council specified)

## **DRAWINGS**

(To be provided at site)