

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

**PROCUREMENT OF WORKS**

**FOR**

**STANDARD FORM OF BIDDING DOCUMENT**



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**INSTRUCTIONS TO PROCURING AGENCIES**



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(i) Invitation for Bids

Documents:

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

the scope of the work, deleting all notes and instructions intended to help the bidders.

finalise this document accordingly, by filling in all the relevant blank spaces and forms as per

document within parenthesis or as a Note(s). Procuring agencies are expected to edit or

In addition, Instructions to procuring agencies are also provided at various locations of this

Drawings, if any

Specifications

Standard Forms

Conditions of Contract & Contract Data

Form of Bid & Schedules to Bid

Instructions to Bidders & Bidding Data

6.

5.

4.

3.

2.

1.

Documents (for Small Contracts) includes the following:

Bidding Documents issued in accordance with IB.6. The Standard Form of Bidding

addition to Invitation for Bids shall comprise items listed therein including any addendum to

As stated in Clause IB.4 of Instructions to Bidders, the complete Bidding Documents in

**B. Contents of Documents**

by the Contractor, if any.

specifications and drawings the full scope of work including the extent of design to be done

should have been specified. The Procuring Agency will be required to set out in the

of Bids etc. and to administer the Contract under various clauses of Conditions of Contract

Bidders such as clarifications of Bid Documents, Amendment of Bid Documents, evaluation

role of the Engineer with specific delegated powers under various clauses of Instructions to

added by the Procuring Agency, if the Procuring Agency wishes to engage a consultant. The

The Procuring Agency is expected to manage the Contract itself. The role of Engineer may be

Works.

relevant sections of the documents in the light of SPPRA Bidding Documents for Large

the relevant clauses to suit their requirements including appropriate modifications in the

institutions/donors, with payments in foreign currencies. Procuring agencies are then to tailor

contracts on International Competitive Bidding (ICB) basis, funded by international financial

These documents may be tailored according to the scope of works as well as in case of

Competitive Bidding (NCB), meant for use for Works costing not more than Rs. 25 Million.

agencies/users according to their requirements. This document is envisaged for National

These Documents have been prepared as a global document intended to be used by different

**Basis of Documents**

**A.**

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

**INSTRUCTIONS TO PROCURING AGENCIES**



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Engineer/Procuring Agency under and in connection with Clauses IB.5, IB.6, IB.16, etc. In

The Procuring Agency‘s or Engineer‘s Representative, if any***,*** shall exercise powers of the

changes under Bidding Data.

The Instructions to Bidders can be used as given. Procuring agency may have to make

the Contract is signed along with Bidding Data.

These Instructions to Bidders will not be part of Contract and will cease to have effect once

**D.**

4.

3.

*2.*

**Instructions to Bidders**

However the date for the receipt and the opening of bids shall be same (SPP Rule 41).

otherwise indicate the name, address and exact location for the opening of bids.

and opening of bids are to be entered in last Para of the Notice Inviting Tender,

If the venue of receipt of bids and the opening of bids is the same, the time***s*** for receipt

(SPP Rule 37).

than 1% and more than 5% of bid price and should be in accordance with IB.13.1

The amount of Bid Security should be a lump sum figure or a percentage, but not less

bidders shall apply (SPP Rule 20).

cover printing/reproduction and mailing costs and to ensure that only bona-fide

The non-refundable fee for the sale of Bidding Documents should be nominal so as to

Agency as deemed appropriate.

The eligible bidders are defined in IB.2; the text can be amended by the Procuring

1.

Bidding and 45 days for International Competitive Bidding (SPP Rule 18).

for preparation and submission of bids – not less than 15 days for National Competitive

The notice should be published so as to give the interested bidders sufficient working period

The Procuring Agency may modify para 1 of Notice Inviting Tender as per its requirements.

issuance of Bidding Documents.

The blank spaces wherever shown are required to be filled by the Procuring Agency before

newspapers and SPPRA Website.

The ―Notice Inviting Tender‖ is meant for publication of tenders for calling bids in the

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

**C.**

Documents.

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

(vii) Drawings, if any

(vi) Specifications

(v) Contract Data

(iv) Schedule of Prices (Format)

(iii) Schedules to Bid (Samples)

(ii) Bidding Data



**Conditions of Contract**

**Bidding Data**

**E.**

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2.

may be modified accordingly by the Procuring Agency.

case an Engineer has been appointed by the Procuring Agency, the aforesaid clauses

9.2, 10.1, 10.2. 10.5, 11.1, 11.5, 12.1, 13.2 and 14.1 of the Conditions of Contract. In

Agency under and in connection with Sub-Clauses 1.3, 2.3, 4.2, 4.3, 5.1, 7.3, 8.2, 9.1,

The Procuring Agency‘s Representative, if any, shall exercise powers of the Procuring

Contract*,* in Sub-Clause 1.3 of the Contract Data.

Agency may add, in order of priority, such other documents as to form part of the

Referring to Sub-Clause 1.1.1 of Conditions of Contract, the Engineer/Procuring

1.

before issuance of Bidding Documents.

The blank spaces wherever shown are required to be filled by the Engineer/Procuring Agency

**Contract Data**

**H.**

incorporated in Contract Data.

Conditions of Contract to meet specific project features shall be made with care and

as not to change the spirit of the document. Any adjustment or change in clauses of

Conditions of Contract is deleted and that the changes included in Contract Data shall be such

The procuring agency while preparing Contract Data, shall ensure that no Clause of

**G.**

Contractor.

before issuance of Bidding Documents except those required to be provided by the

The blank spaces wherever shown are required to be filled by the Engineer/Procuring Agency

document. The Procuring Agency may add/delete/modify as per its requirement.

Specimen of Schedules to Bid including format of Schedule of Prices are provided in this

**F.**

4.

**Schedules to Bid**

in accordance with its requirements.

Contents of IB.16.3 to IB.16.8 may be retained or modified by the Procuring Agency

per Procuring Agency‘s requirements.

depending upon the size and nature of the works. Number of days shall be filled in as

Referring to IB.14.1, the period of bid validity may range from 30 to 90 days

Procuring Agency should insert required experience in IB.11.2.

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

3.

2.

1.

Engineer/Procuring Agency before issuance of Bidding Documents.

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

of Contract and Item 1.1.20 of Contract Data, shall be deleted.

the Engineer‘s reference wherever exist, except Sub-Clause 1.1.20 & Clause 15 of Conditions

modified accordingly to specify the role of the Engineer by the Procuring Agency, otherwise

case an Engineer has been appointed by the Procuring Agency, the aforesaid clauses may be



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

**Drawings**

**J.**

To be prepared and incorporated by the Engineer/Procuring Agency

**Specifications**

**I.**

b)

6.

5.

4.

included by the Bidders/Contractors in their prices.

The Engineer/Procuring Agency to make sure that all taxes and duties are

the Engineer/Procuring Agency.

Terms of Payment should be prepared and incorporated in Contract Data by

a)

but not be limited to the provisions regarding the following:

a given Bid/Contract should be included by the Procuring agency. This may include

Any amendment and/or additions to the Conditions of the Contract that are specific to

**percent of contract price stated in the Letter of Acceptance.**

between **0.05 percent and 0.10 percent per day and the maximum limit as 10**

Engineer/Procuring Agency in Contract Data. Usually the liquidated damages are set

amount of **liquidated damages** per day of delay shall be entered by the

The Conditions of Contract contain no overall limit on the Contractor‘s liability. The

Engineer/Procuring Agency and entered in the Contract Data.

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

having at least AA rating from PACRA / JCR in the favour of the procuring agency.

Contract Data. Such insurance cover shall be carried out with Insurance Company

insurance should be assessed by the Engineer/Procuring Agency and entered in

The sum insured for different insurances including minimum amount of third party

3.



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**Subject**

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**INVITATION FOR BIDS**



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*bids.]*

*The bid shall be opened within one hour after the deadline for submission of*

*Procuring Agency to enter the requisite information in blank spaces.*

*2.*

[Note: 1.

[*indicate the address if it differs*].

the presence of bidders‘ representatives who choose to attend, at the same address

hours, on \_\_\_\_\_\_\_\_\_\_\_ (Date). Bids will be opened at \_\_\_\_\_\_\_ hours on the same day in

to\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(*Indicate Address and Exact Location*) at or before \_\_\_\_\_\_\_\_

the form of (*pay order / demand draft / bank guarantee*) and must be delivered

(Rupees \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_) or\_ \_\_\_\_\_\_\_\_\_\_\_\_percentage of bid price in

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

at\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Mailing Address).

acquire the Bidding Documents from the Office of the Procuring Agency,

non-refundable fee of Rupees \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(*Insert Amount).* Bidders may

on submission of a written application to the office given below and upon payment of a

2. A complete set of Bidding Documents may be purchased by an interested eligible bidder

will be completed in \_\_\_\_\_\_ [*enter appropriate time period*] days.

Agency for the Works**, \_\_\_\_\_\_\_\_\_\_**[*enter title, type and financial volume of work*], which

pre-qualified(*if pre-qualification is done for specific scheme/project)* with the Procuring

*appropriate* category( *not required for works costing Rs 2.5 million or less) and/or duly*

bids from interested firms or persons licensed by the Pakistan Engineering Council in the

1. The Procuring Agency, \_\_\_\_\_\_\_\_\_\_ [*enter name of the procuring agency*], invites sealed

**Bid Reference No.: \_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**INVITATION FOR BIDS**



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*Contract* and/or *Contract Data.*

normally included in this Section, but rather in the appropriate sections of the *Conditions of*

matters affecting the risks, rights, and obligations of the parties under the Contract are not

Matters governing the performance of the Contract or payments under the Contract, or

contract.

should also give information on bid submission, opening and evaluation, and on the award of

to prepare responsive bids, in accordance with the requirements of the Procuring Agency. It

This section of the bidding documents should provide the information necessary for bidders

**Notes on the Instructions to Bidders**

**BIDDING DATA**

**&**

**TO BIDDERS**

**INSTRUCTIONS**



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IB.1

**A. GENERAL**

***Description***

***Clause No.***

**INSTRUCTIONS TO BIDDERS**

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(hereinafter referred to as ―the Works‖).

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management;

qualification and experience of technical personnel and key site

(iv)

(iii) construction equipments;

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

(ii)

company profile;

(i)

and documents not limited to following:-

if prequalification has not undertaken , the procuring agency may ask information

c)

prequalified bidders will be considered for award of Contract.

In the event that prequalification of potential bidders has been undertaken, only bids from

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

b)

with PEC .

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

**GENERAL**

category for value of works.

duly licensed by the Pakistan Engineering Council (PEC) in the appropriate

a)

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

**Eligible Bidders**

2.1

**IB.2**

towards the cost of the project/scheme.

*/Donor agency or any other source,* which may be indicated accordingly in bidding data

The Procuring Agency has arranged funds from its own sources or *Federal/ Provincial*

**Source of Funds**

**1.2**

work will be rejected as non-responsive.

Bidders must quote for the complete scope of work. Any Bid covering partial scope of

Agency‖) wishes to receive Bids for the Works summarized in the Bidding Data

The Procuring Agency as defined in the Bidding Data (hereinafter called ―the Procuring

**Scope of Bid**

**Scope of Bid & Source of Funds**

**1.1**

**IB.1**

**A.**

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

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

(Note:

**INSTRUCTIONS TO BIDDERS**



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

5.2

indicated in the Bidding Data.

notify the Engineer/Procuring Agency at the Engineer‘s/ Procuring Agency‘s address

5.1 A prospective bidder requiring any clarification(s) in respect of the Bidding Documents may

**IB.5 Clarification of Bidding Documents**

6. Drawings, if any

5. Specifications

(iv) Form of Bank Guarantee for Advance Payment.

(iii)Form of Contract Agreement;

(ii) Form of Performance Security;

(i) Form of Bid Security,

4. Standard Forms:

3. Conditions of Contract & Contract Data

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

(vi)

Schedule E: Method of Performing Works

(v)

Schedule D: Proposed Programme of Works

(iv)

Schedule C: Works to be Performed by Subcontractors

(iii)

Schedule B: Specific Works Data

(ii)

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

(i)

Schedules to Bid comprise the following:

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

1. Instructions to Bidders & Bidding Data

IB.6.1.

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

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

**Contents of Bidding Documents**

**BIDDING DOCUMENTS**

4.1

**IB.4**

**B.**

regardless of the conduct or outcome of the bidding process (SPP Rules 24 & 25).

and the Procuring Agency will in no case be responsible or liable for those costs,

The bidder shall bear all costs associated with the preparation and submission of its bid

**Cost of Bidding**

3.1

**IB.3**

information regarding litigations and abandoned works if any.

financial statement of last 3 years;

(vi)

(v)



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

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

Schedule of Prices, which rates and prices shall except in so far as it is otherwise

his Bid and of the premium on the rates of CSR / rates and prices quoted/entered in the

Each bidder shall satisfy himself before Bidding as to the correctness and sufficiency of

**Sufficiency of Bid**

9.1

**IB.9**

Documentary evidence in accordance with IB.12.

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

Power of Attorney in accordance with IB 14.5.

Bid Security furnished in accordance with IB.13.

instructions contained therein & in accordance with IB.14.3.

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

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

Offer /Covering Letter

(g)

(f)

(e)

(d)

(c)

(b)

(a)

The Bid submitted by the bidder shall comprise the following:

**Documents Comprising the Bid**

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

**PREPARATION OF BIDS**

**Language of Bid**

8.1

**IB.8**

7.1

**IB.7**

**C.**

6.3

6.2

submission of Bids.

in preparing their Bids, the Procuring Agency may at its discretion extend the deadline for

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

to the Procuring Agency.

Documents. Prospective bidders shall acknowledge receipt of each addendum in writing

Clause 6.1 hereof, and shall be communicated in writing to all purchasers of the Bidding

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

interested bidder, modify the Bidding Documents by issuing addendum.

any reason, whether at his own initiative or in response to a clarification requested by a

At any time prior to the deadline for submission of Bids, the Procuring Agency may, for

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

6.1

**IB.6**

;

calendar days prior to the date of opening of bid (SPP Rule 23-1).

quarries in writing within three calendar days, provided they are received at least five

of contents of bidding documents in writing and procuring agency shall respond to such



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12.2

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

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

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

set out in Bidding Data.

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

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

12.1

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

11.2

Documents.

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

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

accepted.

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

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

11.1

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

10.4

10.3

10.2

prices in the Bill of Quantities.

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

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

Bidding Data.

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

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

variation on any account.

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

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

contained in the Preamble to Schedule of Prices.

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

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

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

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

10.1

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

execution of the Works.

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

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

9.2



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14.4

14.3

14.2

be rejected.

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

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

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

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

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

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

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

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

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

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

opening.

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

14.1

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

13.5

13.4

13.3

13.2

sign the Contract Agreement.

furnish the required Performance Security or

(ii)

(i)

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

16.4 (b) hereof; or

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

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

(c)

(b)

(a)

The Bid Security may be forfeited:

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

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

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

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

Agency as non-responsive.

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

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

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

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

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

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

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

13.1

**IB.13 Bid Security**



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15.6

15.5

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

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

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

the deadline for submission of bids.

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

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

Bidding Data will be returned unopened to such bidder.

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

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

15.4

15.3

(e)

15.2

assume no responsibility for the misplacement or premature opening of the Bid.

If the outer envelope is not sealed and marked as above, the Procuring Agency will

case it is declared late.

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

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

as defined in the Bidding Data.

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

and Contract Data; and

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

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

(d)

(c)

(b)

(a)

The inner and outer envelopes shall

not later than the time and date stipulated therein.

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

15.1

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

14.7

14.6

**D. SUBMISSION OF BID**

Agency as given in Bidding Data.

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

bid.

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

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

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

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

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

original shall prevail.

―ORIGINAL‖ and ―COPY‖ as appropriate. In the event of discrepancy between them, the

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

Each bidder shall prepare Original and number of copies specified in the Bidding Data of

14.5



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16.6

(b)

16.4

16.2

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

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

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

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

16.5

and his Bid Security forfeited.

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

accordance with the Corrected Schedule of Prices.

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

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

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

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

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

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

Arithmetical errors will be rectified on the following basis:

requirements listed in Bidding Data.

Bidding Documents without material deviations. It will include determining the

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

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

Engineer/Procuring Agency will determine the substantial responsiveness of each

Prior to the detailed evaluation, pursuant to IB.16.7 to 16.9, the

(a)

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

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

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

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

16.3

taken into account in the evaluation of bid.

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

attend shall sign the attendance sheet.

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

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

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

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

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

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

16.1

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

**BID OPENING AND EVALUATION**

**E.**



Bids that offer deviations acceptable to the Procuring Agency and which

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

(i)

extent indicated below to determine the Evaluated Bid Price:

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

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

Evaluated Bid Price

16.8

Scope of Work will also be reviewed.

Provisions. Other technical information submitted with the bid regarding the

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

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

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

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

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

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

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

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

16.7

evaluation purposes only during the detailed evaluation process.

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

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

**(B) Minor Deviations**

of other bidders presenting substantially responsive bids.

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

works;

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

a material deviation or reservation is one :

(ix)

dispute resolution procedures;

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

Documents, such as performance guarantees and insurance coverage;

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

Documents;

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

(vi)

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

(v)

failing to respond to specifications;

(iv)

stipulating price adjustment when fixed price bids were called for;

(iii)

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

(ii)

has been not properly signed;

(i)

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

Bidders.

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



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Rules.

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

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

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

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

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

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

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

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

benefit or to avoid an obligation;

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

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

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

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

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

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

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

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

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

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

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

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

17.3

17.2

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

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

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

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

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

evaluated.

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

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

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

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

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

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

17.1

**IB.17 Process to be Confidential**

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

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

bid opening.

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

(iii)

(ii)



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20.3

20.2

Agreement by the successful bidder from the Procuring Agency.

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

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

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

agreements between the parties.

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

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

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

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

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

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

20.1

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

19.2

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

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

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

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

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

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

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

the IB.18.

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

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

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

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

19.1

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

Bidding Documents.

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

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

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

18.2

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

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

managerial competence whether already pre-qualified or not:

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

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

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

**AWARD OF CONTRACT**

18.1

**IB.18. Post Qualification**

**F.**



16

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responsive (SPP Rule 89).

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

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

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

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

(2) Form of Contract and letter of Award;

(1) Evaluation Report;

and the following information:

results of the bidding process, identifying the bid through procurement identifying Number if any

shall publish on the website of the authority and on its own website, if such a website exists, the

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

the award and forfeiture of the Bid Security.

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

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

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

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

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

21.1

**IB.21 Performance Security**



(This section should be filled in by the Engineer/Procuring Agency before issuance of the

**Renovation of Sindh Secretariat Buildings I,II,III & VI, Karachi I/C Renovation/ Improvement of Mosque @ Sindh Secretariat Building No.I, & Installation of Generators (ADP No.2069 2016-17) (Marble Flooring and Envicreate New UGT, Pump Room & HSR @ Sindh Secretariat No.II, (Tughlaq House) Karachi.**

Barrack No:18, Block 4-A, Sindh Secretariat Saddar Karachi.

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

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

17

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*work).*

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

*qualification and experience of the staff);*

*ii.* Technical capacity*:(mention the appropriate category of registration with PEC and*

i. Financial capacity: (*must have turnover of Rs-----Million);*

the Contract as follows: *(Insert required capabilities and documents)*

The bidder has the financial, technical and constructional capability necessary to perform

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

11.2

10.3

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

Engineer‘s address:

(b)

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

Procuring Agency‘s address:

Barrack No.18 Sindh Secretariat 4-A Saddar Karachi.

(a)

5.1

**Brief Description of Works**

(*Insert name of the Procuring Agency)*

Executive Engineer, Provincial Buildings Division No.II, Karachi.

**Name of Procuring Agency**

1.1

**Clause Reference**

**Instructions to Bidders**

the provisions herein shall prevail over those in the Instructions to Bidders.)

amend, or supplement the provisions in the Instructions to Bidders. Wherever there is a conflict,

Bidding Documents. The following specific data for the works to be tendered shall complement,

**BIDDING DATA**



*and not exceeding 5%)*

Time: 2.00 P.M. Date: 30.05.2017

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Bid is valid till required period,

16.4

(i)

**Responsiveness of Bids**

Venue: Executive Engineer, Provincial Buildings Division No.II, Karachi.

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

16.1

Time: 1.00 AM/PM on 30.05.2017

**Deadline for Submission of Bids**

15.1

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

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

Executive Engineer, Provincial Buildings Division No.II, Barrack No:18, Block 4-A, Sindh Secretariat

Saddar Karachi.

**Procuring Agency's Address for the Purpose of Bid Submission**

**(a)**

14.6

One original plus ( ) copies.

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

14.4

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

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

90-days\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Period of Bid Validity**

14.1

(*Fill in lump sum amount or in % age of bid amount /estimated cost, but not below 1%*

2% of the Bid.

**Amount of Bid Security**

13.1

(b)

other relevant information about the works to be performed.

clearly the significant characteristics such as general construction dimensions and

catalogues, illustrations and such other information as is necessary to illustrate

include but not be limited to a sufficient number of drawings, photographs,

required in accordance with Schedule B to Bid, Specific Works Data. This will

Complete set of technical information, description data, literature and drawings as

characteristics.

A detailed description of the Works, essential technical and performance

(a)

12.1



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(b)

Government of Sindh, after bid opening during currency of the contract.

on those items and in the manner as notified by Finance Department,

**Price adjustment contract:** In these contracts escalation will be paid only

works is upto 12 months.

during currency of the contract and normally period of completion of these

**Fixed Price contract:** In these contracts no escalation will be provided

(a)

\*Procuring agency can adopt either of two options. (*Select either of them)*

(vi)

(v)

Bids are generally in order, etc.

Bid does not deviate from basic technical requirements and

qualification.

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

Completion period offered is within specified limits,

Bid prices are firm during currency of contract/Price adjustment;

(iv)

(iii)

\*(ii)



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**FORM OF BID AND SCHEDULES TO BID**



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7.

6.

5.

4.

3.

2.

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

contract between us.

together with your written acceptance thereof, shall constitute a binding

Unless and until a formal Agreement is prepared and executed, this Bid,

accepted at any time before the expiration of that period.

fixed for receiving the same and it shall remain binding upon us and may be

We agree to abide by this Bid for the period of \_\_\_\_\_\_ days from the date

Contract Data.

and complete the Works comprised in the Contract within the time(s) stated in

We undertake, if our Bid is accepted, to commence the Works and to deliver

of Bid.

and valid for a period of twenty eight (28) days beyond the period of validity

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ drawn in your favour or made payable to you

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

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

We understand that all the Schedules attached hereto form part of this Bid.

sum as may be ascertained in accordance with the said Documents.

Rs\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(Rupees\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_) or such other

said Documents including Addenda thereto for the Total Bid Price of

complete such works and remedy any defects therein in conformity with the

duly incorporated under the laws of Pakistan hereby offer to execute and

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and being

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

address

we, the undersigned, being a company doing business under the name of and

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ for the execution of the above-named works,

Drawings, if any, Schedule of Prices and Addenda Nos.

Bidding Data, Conditions of Contract, Contract Data, Specifications,

Having examined the Bidding Documents including Instructions to Bidders,

1.

Gentlemen,

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

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

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

To:

*(Name of Works)*

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

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

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

(LETTER OF OFFER)

**FORM OF BID**



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

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

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

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

Witness:

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

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

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

Address

*(Seal)*

*(Name of Bidder in Block Capitals)*

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

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

Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Dated this \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_day of \_\_\_\_\_\_\_\_\_\_\_\_\_, 20

9.

the Works.

of figures or arrangement with any other person or persons making a bid for

We do hereby declare that the Bid is made without any collusion, comparison

receive.

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

8.

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



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Schedule F to Bid: Integrity Pact]

Schedule E to Bid: Method of Performing Works

Schedule D to Bid: Proposed Program of Works

Schedule C to Bid: Works to be Performed by Subcontractors

Schedule B to Bid: Specific Works Data

Schedule A to Bid: Schedule of Prices













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



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

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

26

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\*(a) Summary of Bid Prices

Schedule of Prices……………………….

Preamble to Schedule of Prices…………..

2.

1.

**Page No.**

**Sr. No.**

**SCHEDULE OF PRICES**

**SCHEDULE – A TO BID**



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4.4

4.3

4.2

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

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

included in the rates and prices.

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

during the performance of the Contract.

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

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

Contract.

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

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

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

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

Except as otherwise expressly provided under the Conditions of

4.1

**Rates and Prices**

**4.**

*defined by the Procuring Agency).*

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

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

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

Unites (SI Units).

Bidding Documents shall comply with the Systeme Internationale d‘

Units of measurement, symbols and abbreviations expressed in the

3.1

**Units & Abbreviations**

**3.**

Prices.

made before entering prices against each item in the Schedule of

References to the relevant sections of the Bidding Documents shall be

necessarily repeated nor summarized in the Schedule of Prices.

The general directions and descriptions of works and materials are not

2.1

**Description**

**2.**

1.2

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

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

and Drawings, if any.

Conditions of Contract, Contract Data together with the Specifications

The Schedule of Prices shall be read in conjunction with the

1.1

**General**

**1.**

**PREAMBLE TO SCHEDULE OF PRICES**

**SCHEDULE - A TO BID**



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6.2

that way.

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

additional amounts of work and only when the Engineer have given

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

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

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

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

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

Provisional Sums included and so designated in the Schedule of Prices

6.1

**Provisional Sums and Day work**

**6.**

5.2

5.1

**5.**

Summary of Bid Prices.

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

Total Bid Price

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

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

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

Procuring Agency in the format of Schedule of Prices.

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

Break-up of Bid Prices

**Bid Prices**

details shall be considered as included in the Contract Price.

Works, are not specifically mentioned in the Specifications, such

required for the complete installation and satisfactory operation of the

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

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

4.6

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

\*(b)

arrangements for the transportation of the Plant to the Site.

The Contractor shall be responsible to make complete

price.

to and all requirements related thereto which may affect the bid

The bidder shall be deemed to have obtained all information as

(a)

4.5

items in the Schedule of Prices.

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

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

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

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

and no separate payment will be made for those items.

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

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

**SCHEDULE - A TO BID**



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(In words).

Total Bid Price (The amount to be entered in Paragraph 1 of the Form of Bid)

**Total Amount (Rs)**

**Description**

Miscellaneous Items

Compound wall

Tube wells, Pump houses

Pipe Laying and Man holes

Subsurface Drains

Earthwork

6.

5.

4.

3.

2.

1.

(**C) Public Health Engineering Works.**

Miscellaneous Items

Culverts and Bridges

Hard Crust and Surface Treatment

Earthwork

4.

3.

2.

1.

**(B) Road Work.**

Miscellaneous Items

External Development works

Electrification

Internal sanitary and water supply

Civil works

5

4

3

2

1.

**(A) Building Work**

**No.**

**Bill**

**SCHEDULE OF PRICES – SUMMARY OF BID PRICES (Sample)**

**SCHEDULE - A TO BID**



**III. Electrification. SCHEDULE “B” ATTACHED**

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*Schedule of Rates.*

*Add/ Deduct the percentage quoted above/below on the prices of items based on Composite*

Total (*to be carried to Summary of Bid Price*)

**V. Miscellaneous Items**

3.

2.

1.

3.

2.

1.

**Development**

**works.**

**IV. External**

3.

2.

1.

3.

2.

1.

**supply.**

**II.Internal sanitary and water**

3.

2.

1.

**I. (Civil works)**

**Unit Rate(Rs) Total Amount (Rs)**

**Quantity**

**Description**

**No.**

**Item**

**SCHEDULE OF PRICES**

**SCHEDULE - A TO BID**



*(To be prepared and incorporated by the Procuring Agency)*

**ATTACHED.**

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*by the bidder and to furnish complementary information).*

*\*(Note: The Procuring Agency shall spell out the information & data required to be filled out*

**\*SPECIFIC WORKS DATA**

**SCHEDULE - B TO BID**



Sub-Contractors

NOT APPLICABLE

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3.

2.

works, year completed and name & address of the clients.

Statement of similar works shall include description, location & value of

submitted by the bidder.

shall be final as to the evaluation of the experience of Sub-Contractors

Contractors is guaranteed by the bidder. The Procuring Agency‘s judgment

The truthfulness and accuracy of the statement as to the experience of Sub-

approval of the Procuring Agency.

No change of Sub-Contractors shall be made by the bidder without prior

1.

*conditions shall be complied with:*

*In case Procuring Agency decides to allow subcontracting then following*

*The Procuring Agency should decide whether to allow subcontracting or not.*

\*

**Note:**

*evidence)*

executed. *(attach*

works previously

Statement of similar

Name and address of

to be Sub-Contracted

Items of Works

intends to sub-contract.

The bidder will do the work with his own forces except the work listed below which he

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

**SCHEDULE – C TO BID**



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works, erection, testing and commissioning of works to be supplied under the Contract.

ordering and procurement of materials, manufacturing, delivering, construction of civil

complete the works including the activities like designing, schedule of submittal of drawings,

indicate the sequence of work items and the period of time during which he proposes to

which he proposes to complete the works of the entire Contract. The programme should

Technique (PERT) or Critical Path Method (CPM) showing the sequence of work items by

Bidder shall provide a programme in a bar-chart or Program Evaluation and Review

**PROPOSED PROGRAMME OF WORKS**

**SCHEDULE – D TO BID**



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Contract.

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

Organisation chart indicating head office & field office personnel involved in

materials to the site.

The procedure for installation of equipment and transportation of equipment and

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

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

number of shifts per day and hours per shift, he expects to work.

The sequence and methods in which he proposes to carry out the Works, including the









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

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

**METHOD OF PERFORMING WORKS**

**SCHEDULE – E TO BID**



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[Contractor]

[Procuring Agency]

………………………

whatsoever form from PA.

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

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

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

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

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

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

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

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

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

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

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

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

circumvent the above declaration, representation or warranty.

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

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

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

declared pursuant hereto.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(FOR CONTRACTS WORTH RS. 10.00 MILLION OR MORE)

**PAYABLE BY CONTRACTORS**

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

**(INTEGRITY PACT)**

**SCHEDULE – F TO BID**



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**CONDITIONS OF CONTRACT**



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**CONDITIONS OF CONTRACT**

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1.1.8

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1.1.5

1.1.3

1.1.2

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

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

1.1.10

**Money and Payments**

Commencement Date.

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

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

―Day‖ means a calendar day

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

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

1.1.7

**Dates, Times and Periods**

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

Agency) any assignee.

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

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

Contractor) any assignee.

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

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

1.1.4

**Persons**

Contract Data, and any Variation to such drawings.

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

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

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

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

Contract Data.

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

1.1.1

**The Contract**

otherwise:

following meanings assigned to them, except where the context requires

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

**Definitions**

**GENERAL PROVISIONS**

1.1

**1.**

**CONDITIONS OF CONTRACT**



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1.2

1.1.20

1.1.19

1.1.18

1.1.17

1.1.16

1.1.15

1.1.14

1.1.13

1.1.12

Data.

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

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

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

**Priority of Documents**

1.3

context requires.

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

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

**Interpretation**

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

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

works and any variation thereof.

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

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

under Sub-Clause 10.1.

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

Site.

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

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

the Works.

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

incorporated in the Works by the Contractor.

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

reasonable control.

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

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

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

―Country‖ means the Islamic Republic of Pakistan.

intended to form part of the Works.

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

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

1.1.11

**Other Definitions**

does not include any allowance for profit.



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at the time of his appointment.

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

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

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

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

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

**Authorised Person**

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

3.1

**3.**

shall affect the Contractor‘s obligations.

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

**Approvals**

2.4

including the suspension of all or part of the works.

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

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

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

2.3

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

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

**Permits etc.**

2.2

conditions at the Site.

and are factual and interpretative reports about the surface and subsurface

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

stated in the Contract Data.

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

**Provision of Site**

**THE PROCURING AGENCY**

2.1

**2.**

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

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

**Statutory Obligations**

1.6

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

**Communications**

1.5

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

**Law**

1.4



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

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

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

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

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

**Contractor’s Design**

**DESIGN BY CONTRACTOR**

5.1

**5.**

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

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

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

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

**Performance Security**

4.4

Agency.

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

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

**Subcontracting**

4.3

consent of the Procuring Agency as aforesaid.

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

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

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

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

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

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

**Contractor’s Representative**

4.2

and Contractor‘s Equipment which may be required

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

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

**General Obligations**

**THE CONTRACTOR**

4.1

**4.**

Commencement of works.

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

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

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

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

3.2



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h)

g)

f)

e)

d)

c)

b)

Contractor‘s failure; and

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

or by others for whom the Procuring Agency is responsible;

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

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

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

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

or supersonic speeds**;**

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

radio-active material**;**

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

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

toxic explosive, or other hazardous properties of any explosive nuclear

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

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

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

and other employees including the personnel and employees of Sub-

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

civil war, within the Country**;**

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

enemies, within the Country**;**

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

a)

The Procuring Agency‘s Risks are:-

**The Procuring Agency’s Risks**

**PROCURING AGENCY’S RISKS**

6.1

**6.**

responsible for the Specifications and Drawings.

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

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

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

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

**Responsibility for Design**

5.2

commented on taking these comments into account as necessary.

promptly amended and resubmitted. The Contractor shall resubmit all designs

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

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

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



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the Works are complete.

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

**Completion**

**TAKING-OVER**

8.1

8.

which he fails to complete the Works.

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

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

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

**Late Completion**

7.4

determined.

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

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

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

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

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

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

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

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

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

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

**Extension of Time**

7.3

Contract Data.

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

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

**Programme**

7.2

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

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

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

**Execution of the Works**

**TIME FOR COMPLETION**

7.1

**7.**

the Procuring Agency.

Contractor immediately notified to the Procuring Agency and accepted by

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

physical obstructions or physical conditions other than climatic conditions,

i)



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of this Sub-Clause.

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

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

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

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

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

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

**Right to Vary**

**VARIATIONS AND CLAIMS**

10.1

**10.**

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

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

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

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

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

**Uncovering and Testing**

9.2

the Contractor shall be valued as a Variation.

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

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

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

under this Contract shall come to an end.

shall issue a Maintenance Certificate whereupon all obligations of the Contractor

faithfully performing his aforesaid obligations, the Procuring Agency/Engineer

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

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

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

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

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

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

**Remedying Defects**

**REMEDYING DEFECTS**

9.1

**9.**

Maintenances Period.

outstanding items of work which the Contractor shall undertake during the

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

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

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

Contractor the Procuring Agency/Engineer shall either takeover the completed

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

**Taking-Over Notice**

8.2



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

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

**Valuation of Claims**

10.5

payment shall be reduced/rejected.

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

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

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

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

may give rise to a claim for additional payment.

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

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

**Early Warning**

10.4

c)

b)

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

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

the prior approval of the Procuring Agency.

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

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

valued as per sub clause 10.2.

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

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

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

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

a)

**Changes in the Quantities.**

10.3

e)

d)

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

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

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

Engineer/Procuring Agency considers appropriate, or

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

as the basis for valuation, or failing which

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

where appropriate, at rates in the Contract, or

at a lump sum price agreed between the Parties, or

c)

b)

a)

Variations shall be valued as follows:

**Valuation of Variations**

10.2



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statement showing the amounts to which he considers himself entitled.

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

any).

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

previously; and

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

b)

a)

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

**Monthly Statements**

11.2

to Clause 10.

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

**Valuation of the Works**

(b)

same should have been paid.

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

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

then Procuring Agency shall pay to the Contractor compensation at the

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

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

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

verified by Procuring Agency and Contractor;

within 60days after such Final Payment Certificate has been jointly

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

Certificate has been jointly verified by Procuring Agency and Contractor,

Agency to the Contractor within 30 days after such Interim Payment

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

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

The amount due to the Contractor under any Interim Payment Certificate

**Terms of Payments**

(a)

**CONTRACT PRICE AND PAYMENT**

11.1

**11.**

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

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

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

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

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

**Variation and Claim Procedure**

10.6

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

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

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



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the Contractor.

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

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

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

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

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

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

default.

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

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

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

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

**Defaults by Contractor**

**DEFAULT**

12.1

**12.**

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

**Currency**

11.6

verified amount.

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

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

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

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

the final contract value.

documentation reasonably required to enable the Procuring Agency to ascertain

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

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

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

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

**Final Payment**

11.5

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

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

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

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

**Retention**

11.4

money.

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

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

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

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

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

**Interim Payments**

11.3



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

**Contractor’s Care of the Works**

**RISKS AND RESPONSIBILITIES**

13.1

**13.**

notice of termination.

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

d)

not executed at the date of termination.

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

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

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

termination, and

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

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

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

any sums to which the Procuring Agency is entitled,

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

c)

b)

a)

reasonably delivered to the site, adjusted by the following:

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

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

**Payment upon Termination**

12.4

be used for the completion of the Works.

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

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

notice terminate the Contract immediately. The Contractor shall then demobilise

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

**Insolvency**

12.3

Contractor shall then demobilise from the Site.

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

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

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

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

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

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

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

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

**Defaults by Procuring Agency**

12.2



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

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

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

**Default**

14.2

paid.

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

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

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

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

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

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

**Arrangements**

**INSURANCE**

14.1

**14.**

notice of termination.

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

less any sums to which the Procuring Agency is entitled.

the cost of his demobilization, and

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

c)

b)

a)

reasonably delivered to the Site, adjusted by the following:

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

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

giving of the notice.

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

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

Contractor‘s Equipment.

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

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

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

**Force Majeure**

13.2

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

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

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

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

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

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

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

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



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15.3

Sub-Clause 1.5.

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

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

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

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

**Arbitration**

clause 15.3.

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

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

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

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

arbitrator.

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

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

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

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

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

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

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

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

**Notice of Dissatisfaction**

15.2

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

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

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

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

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

(Superintending Engineer) and the Contractor.

Engineer shall give notice of his decision to the Procuring Agency

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

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

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

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

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

**Engineer’s Decision**

**RESOLUTION OF DISPUTES**

15.1

**15.**

Data from any other amounts due to the Contractor.

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

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



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

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

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

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

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

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

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

(c)

(b)

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

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

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

terminate the Contract; and

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

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

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

(a)

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

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

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

**INTEGRITY PACT**

16.1

**16**



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*the Contract. Delete the document, if not applicable)*

(*The Procuring Agency may add, in order of priority, such other documents as form part of*

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

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

The Specifications

The Drawings, if any

The completed Schedules to Bid including Schedule of Prices

Conditions of Contract

Contract Data

The completed Form of Bid

Letter of Acceptance

The Contract Agreement

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

(j)

(i)

(h)

(g)

(f)

(e)

(d)

(c)

(b)

(a)

1.3

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Procuring Agency (as mentioned above)

**belongs to department or consultant) and other details**

1.1.20 **Engineer (mention the name along with the designation including whether he**

*Procuring Agency)*

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

1.1.9 **Time for Completion**  **12**  Months

Agreement.

which shall be issued within fourteen (14) days of the signing of the Contract

1.1.7 **Commencement Date** means the date of issue of Engineer‘s Notice to Commence

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Bidder.

1.1.5 **The Contractor** means

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Executive Engineer, Provincial Buildings Division No:II, Karachi.

1.1.4 **The Procuring Agency** means

*(To be listed by the Procuring Agency)*

1.1.3 Procuring Agency‘s Drawings, if any

**Conditions of Contract**

**Sub-Clauses of**

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

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

**CONTRACT DATA**



Specification Clause No‘s NO.

Validity Three Months after completion of work.

Amount 10% after adjustment of Earnest money.

**AMANULLAH MEMON,** Executive Engineer, Provincial Buildings Division No: II, Karachi.

Barrack No.18,4-A, Sindh Secretariat Saddar Karachi.

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works costing Rs.2.5 million or above on following conditions:

Acceptance shall be paid by the Procuring Agency to the Contractor on the

Mobilization Advance up to 10 % of the Contract Price stated in the Letter of

(1)

**a) Mobilization Advance**

**Terms of Payments**

11.1

10.2

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(details)

Day work rates\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Variation procedures:**

(e)

Not applicable.

**Period for remedying defects**

9.1

damages stated in the contract data.

up-to limit and at a rate equivalent to 50% of the relevant limit and rate of liquidated

In case of earlier completion of the Work, the Contractor is entitled to be paid bonus

**Early Completion**

7.5

day.)

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

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

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

7.4

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

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

**Programme:**

7.2

5.1

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

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

**Performance Security:**

4.4

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

**Authorized person:** Procuring Agency.

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

3.2

3.1

2.1



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(vi)

(v)

(iv)

(iii)

(iii) market price of stands other materials;

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

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

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

Agency;

otherwise disposed of without written permission of the Procuring

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

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

providing evidence of ownership and payment therefore;

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

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

The Contractor shall submit with his monthly statement the estimated

records shall be available for inspection by the Engineer;

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

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

Contractor;

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

and protected against loss or damage or deterioration to the satisfaction

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

Permanent Works;

The materials are in accordance with the Specifications for the

(ii)

(i)

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

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

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

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

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

**Secured Advance on Materials**

(a)

2)

(iii)

(ii)

OR

Mobilization Advance.

sufficient amount in the final bill to enable recovery of the

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

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

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

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

This Advance including the interest shall be recovered in 5 equal

10% per annum on the advance; and

Contractor will pay interest on the mobilization advance at the rate of

Scheduled Bank in Pakistan to the Procuring Agency;

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

on submission by the Contractor of a Mobilization Advance Guarantee

(i)



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**\***(a)

11.2

(v)

v) Cost reimbursable\_\_\_\_\_\_\_\_\_\_\_(details)

mentioned in CSR \_\_\_\_\_\_\_\_\_\_\_\_\_\_(details), or/and

Prices or on premium above or below quoted on the rates

iv) Re-measurement with estimated/bid quantities in the Schedule of

iii) Lump sum price with bill of quantities\_\_\_\_\_\_\_\_\_\_\_\_(details), or

ii) Lump sum price with schedules of rates \_\_\_\_\_\_\_\_\_\_\_\_ (details), or

i) Lump sum price\_\_\_\_\_\_\_\_\_\_\_\_\_(details), or

**Valuation of the Works:**

submitted by contractor.

Retention money and other advances are to be recovered from the bill

in the light of later information.

reduce the proportion of any item previously certified in any certificate

Engineer may exclude any item certified in a previous certificate or

(if any).

value of secured advance on the materials and valuation of variations

the items in the Bill of Quantities completed.

The value of work completed comprises the value of the quantities of

(iii)

(ii)

(i)

amount certified previously.

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

Interim payments: The Contractor shall submit to the Engineer monthly

(c)

(ii)

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

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

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

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

As recoveries are made the outstanding accounts of the items

three months (even if unutilized); other conditions.

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

shall be effected from the monthly payments on actual consumption

Secured Advance paid to the Contractor under the above provisions

(i)

Recovery of Secured Advance:

(b)

full quantities of materials for the entire work/contract

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

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

Secured Advance may be permitted only against materials/quantities

bill; and

Detailed account of advances must be kept in part II of running account

advance, if an, fully recovered;

Secured Advance should not be allowed unless &until the previous

(ix)

(viii)

(vii)



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

***\**** *(Procuring Agency to specify as appropriate)*

Place of Arbitration:\_\_\_\_\_\_\_\_\_\_\_

**Arbitration\*\***

15.3

Premium plus \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ percent (\_\_\_\_%).

**Amount to be recovered**

14.2

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

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

Other cover\*:

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

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

Workers:

*Procuring Agency and entered).*

*(The minimum amount of third party insurance should be assessed by the*

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

Third Party-injury to persons and damage to property

Not applicable.

**Type of cover**

Full replacement cost

**Amount of cover**

Contractor‘s Equipment:

**Type of cover**

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

**Amount of cover**

The Works

**Type of cover**

*the scope of the work)*

**Insurances:** *(Procuring Agency may decide, keeping in view the nature and*

**Currency of payment:** Pak. Rupees

*Ten (10%)*

**Percentage of retention\*:**

14.1

11.6

11.3



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*spirit of the Forms of securities).*

*or receipt of advance, the relevant format shall be tailored accordingly without changing the*

*case the bidder chooses to issue a bond for accompanying his bid or performance of contract*

*(Note: Standard Forms provided in this document for securities are to be issued by a bank. In*

**STANDARD FORMS**



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Clauses IB-20.2 & 20.3 of Instructions to Bidders,

sign the proposed Contract Agreement, in accordance with Sub-

Clause IB-21**.**1 of Instructions to Bidders, or

furnish the required Performance Security, in accordance with Sub-

(ii)

(i)

failure of the successful bidder to

Clause 16.4 (b) of Instructions to Bidders, or

the Principal does not accept the correction of his Bid Price, pursuant to Sub-

the Principal withdraws his Bid during the period of validity of Bid, or

(c)

(b)

(a)

that in the event of;

the period of validity of the bid;

that the Bid Security shall remain valid for a period of twenty eight (28) days beyond

(2)

(1)

conditioned as under:

that the Principal furnishes a Bid Security in the above said sum to the Procuring Agency,

WHEREAS, the Procuring Agency has required as a condition for considering the said Bid

Agency; and

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Particulars of Bid) to the said Procuring

submitted the accompanying Bid numbered and dated as above for

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has

firmly by these presents.

we bind ourselves, our heirs, executors, administrators and successors, jointly and severally,

Agency‖) in the sum stated above, for the payment of which sum well and truly to be made,

unto the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, (hereinafter called The ―Procuring

the request of the said Principal, we the Guarantor above-named are held and firmly bound

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Bid and at

Bid Reference No.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date of Bid \_\_\_\_\_\_\_\_\_

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

figures):\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Sum of Security (express in words and

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

address:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of Principal (Bidder) with

address:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of Guarantor (Scheduled Bank in Pakistan) with

**(**Letter by the Guarantor to the Procuring Agency)

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

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

(Bank Guarantee)

**FORM OF BID SECURITY**



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Corporate Guarantor (Seal)

(Name, Title & Address)

2.

Corporate Secretary (Seal)

3. Title \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

1. Signature

1.

Witness:

Guarantor (Bank)

governing body.

and these presents duly signed by its undersigned representative pursuant to authority of its

its seal on the date indicated above, the name and seal of the Guarantor being hereto affixed

IN WITNESS WHEREOF, the above bounded Guarantor has executed the instrument under

any reference to the Principal or any other person.

sum stated above upon first written demand from the Procuring Agency forthwith and without

has defaulted in fulfilling said requirements and the Guarantor shall pay without objection the

Agreement and to furnish the requisite Performance Security within the time stated above, or

deciding whether the Principal has duly performed his obligations to sign the Contract

PROVIDED ALSO THAT the Procuring Agency shall be the sole and final judge for

addressed to the Guarantor at its address given above.

demand, notice of which shall be sent by the Procuring Agency by registered post duly

and without requiring the Procuring Agency to prove or to show grounds or reasons for such

stated above upon first written demand of the Procuring Agency without cavil or argument

PROVIDED THAT the Guarantor shall forthwith pay to the Procuring Agency the said sum

no effect, but otherwise to remain in full force and effect.

withdrawal of the said Bid within the time specified then this obligation shall be void and of

for the faithful performance and proper fulfillment of the said Contract or in the event of non**-**

sufficient surety , as may be required, upon the form prescribed by the said Procuring Agency

fourteen (14) days of receipt of Letter of Acceptance, a Performance Security with good and

with the said Procuring Agency in accordance with his Bid as accepted and furnish within

the prescribed form presented to him for signature enter into a formal Contract Agreement

NOW THEREFORE, if the successful bidder shall, within the period specified therefore, on

completion and not as penalty for the successful bidder's failure to perform.

the entire sum be paid immediately to the said Procuring Agency for delayed



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of any liability attaching to us under this Guarantee that the claim for payment in writing shall

Our total liability under this Guarantee is limited to the sum stated above and it is a condition

Clause 9, Remedying Defects, of Conditions of Contract are fulfilled.

obligation to be void; otherwise to remain in full force and virtue till all requirements of

made, notice of which modifications to the Guarantor being hereby waived, then, this

the Contract and of any and all modifications of the said Documents that may hereafter be

also well and truly perform and fulfill all the undertakings, covenants terms and conditions of

Agency, with or without notice to the Guarantor, which notice is, hereby, waived and shall

terms of the said Documents and any extensions thereof that may be granted by the Procuring

the undertakings, covenants, terms and conditions of the said Documents during the original

NOW THEREFORE, if the Principal (Contractor) shall well and truly perform and fulfill all

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Name of Project).

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Name of Contract) for the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

accepted the Procuring Agency's above said Letter of Acceptance for \_\_\_\_\_\_\_\_

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has

executors, administrators and successors, jointly and severally, firmly by these presents.

sum well and truly to be made to the said Procuring Agency, we bind ourselves, our heirs,

Procuring Agency) in the penal sum of the amount stated above*,* for the payment of which

the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter called the

request of the said Principal we, the Guarantor above named, are held and firmly bound unto

Documents and above said Letter of Acceptance (hereinafter called the Documents) and at the

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

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

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

figures)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Penal Sum of Security (express in words and

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

address:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of Principal (Contractor) with

address:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of Guarantor (Scheduled Bank in Pakistan) with

(Letter by the Guarantor to the Procuring Agency)

Expiry Date

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

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

**(Bank Guarantee)**

**FORM OF PERFORMANCE SECURITY**



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Title \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Corporate Guarantor (Seal)

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

(Name, Title & Address)

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

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

3.

2.

1.

Corporate Secretary (Seal)

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

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

Witness:

Guarantor (Bank)

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

of its governing body.

affixed and these presents duly signed by its undersigned representative, pursuant to authority

its seal on the date indicated above, the name and corporate seal of the Guarantor being hereto

IN WITNESS WHEREOF, the above bounded Guarantor has executed this Instrument under

Procuring Agency forthwith and without any reference to the Principal or any other person.

objection any sum or sums up to the amount stated above upon first written demand from the

Contract or has defaulted in fulfilling said obligations and the Guarantor shall pay without

deciding whether the Principal (Contractor) has duly performed his obligations under the

PROVIDED ALSO THAT the Procuring Agency shall be the sole and final judge for

Procuring Agency‘s designated Bank & Account Number.

obligations under the Contract, for which payment will be effected by the Guarantor to

Procuring Agency's written declaration that the Principal has refused or failed to perform the

or reasons for such demand any sum or sums up to the amount stated above, against the

cavil or arguments and without requiring the Procuring Agency to prove or to show grounds

Procuring Agency without delay upon the Procuring Agency's first written demand without

defenses under the Contract, do hereby irrevocably and independently guarantee to pay to the

We, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the Guarantor), waiving all objections and

discharged of our liability, if any, under this Guarantee.

be received by us within the validity period of this Guarantee, failing which we shall be



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4.

at the times and in the manner prescribed by the Contract.

Price or such other sum as may become payable under the provisions of the Contract

execution and completion of the Works as per provisions of the Contract, the Contract

The Procuring Agency hereby covenants to pay the Contractor, in consideration of the

conformity and in all respects within the provisions of the Contract.

Procuring Agency to execute and complete the Works and remedy defects therein in

Contractor as hereinafter mentioned, the Contractor hereby covenants with the

In consideration of the payments to be made by the Procuring Agency to the

The Drawings

The Specifications; and

The priced Schedule of Prices/Bill of quantities (BoQ);

Conditions of Contract & Contract Data;

The completed Form of Bid along with Schedules to Bid;

The Letter of Acceptance;

3.

(f)

(e)

(d)

(c)

(b)

(a)

as part of this Agreement, viz:

relating to Instructions to Bidders, shall be deemed to form and be read and construed

The following documents after incorporating addenda, if any except those parts

respectively assigned to them in the Conditions of Contract hereinafter referred to.

In this Agreement words and expressions shall have the same meanings as are

2.

1.

NOW this Agreement witnesseth as follows:

execution and completion of such Works and the remedying of any defects therein.

should be executed by the Contractor and has accepted a Bid by the Contractor for the

WHEREAS the Procuring Agency is desirous that certain Works, viz \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

―Contractor‖) of the other part.

―Procuring Agency‖) of the one part and \_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter called the

day of \_\_\_\_\_\_\_\_ 200 \_\_\_\_\_ between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(hereinafter called the

THIS CONTRACT AGREEMENT (hereinafter called the ―Agreement‖) made on the \_\_\_\_\_

**FORM OF CONTRACT AGREEMENT**



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(Name, Title and Address)

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Witness:

(Name, Title and Address)

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Witness:

Signed, Sealed and Delivered in the presence of:

(Seal)

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

Signature of the Procuring Agency

(Seal)

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

Signature of the Contactor

laws.

executed on the day***,*** month and year first before written in accordance with their respective

IN WITNESS WHEREOF the parties hereto have caused this Contract Agreement to be



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any objection.

all sums then due under this Guarantee without any reference to the Contractor and without

the Guarantor, and on such first written demand payment shall be made by the Guarantor of

judge, as aforesaid, on the part of the Contractor, shall be given by the Procuring Agency to

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

amount.

shall be liable to the Procuring Agency for payment not exceeding the aforementioned

fulfillment of any of his obligations for which the advance payment is made, the Guarantor

advance for the purpose of above mentioned Contract and if he fails, and commits default in

NOW THEREFORE the Guarantor hereby guarantees that the Contractor shall use the

furnish the said Guarantee.

Procuring Agency agreeing to make the above advance to the Contractor, has agreed to

(hereinafter called the Guarantor) at the request of the Contractor and in consideration of the

AND WHEREAS \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Scheduled Bank)

secure the advance payment for the performance of his obligations under the said Contract.

AND WHEREAS the Procuring Agency has asked the Contractor to furnish Guarantee to

provisions of the Contract.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_) which amount shall be advanced to the Contractor as per

Rupees

Rs.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

of

amount

an

request,

Contractor‘s

AND WHEREAS the Procuring Agency has agreed to advance to the Contractor, at the

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter called the Contractor).

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

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Particulars of Contract), with

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

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

for

Contract

a

into

entered

has

Agency)

Procuring

the

called

WHEREAS the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter

(Letter by the Guarantor to the Procuring Agency)

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

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

**MOBILIZATION ADVANCE GUARANTEE**



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Corporate Guarantor (Seal)

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

(Name, Title & Address)

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

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

Title \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

3.

2.

1.

Corporate Secretary (Seal)

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

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

Witness:

Guarantor (Scheduled Bank)

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

total amount to be claimed hereunder.

It is understood that you will return this Guarantee to us on expiry or after settlement of the

telefax.

by which date we must have received any claims by registered letter, telegram, telex or

This Guarantee shall expire not later than \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

account of the Contractor.

This Guarantee shall come into force as soon as the advance payment has been credited to the



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whatsoever.

contractor in or towards expending the execution of the said works and for no other purpose

all or any further sum or sums which may be advanced aforesaid shall be employed by the

(RF. ------------------- ) so advanced by the Government to the Contractor as aforesaid and

That the said sum of Rupees .........-................ -------------...... --------------

(1)

follow :-

And doth hereby covenant and agree with the Government and declare ay

unto the Government the said materials by way of security for the said amount

hereinafter collectively referred to as the said amount) the Contractor doth hereby assign

such further advances (if any) as may be made to him as aforesaid (all of which advances are

by the Government (the receipt whereof the Contractor doth hereby acknowledge) and of

(Rs. ------ ...... ----- ) on or before the execution of these presents paid to the Contractor

agreement and in consideration of the sum of Rupees...........------------- ......-........— ......

NOW THIS INDENTURE WTTNESSETH that in pursuance of the said

said works.

advances on the security of other materials brought by the Contractor to the site of the

and the Government has reserved to itself the option of marking any further advance or

on----------- ....... — and on such covenants and conditions as are hereinafter contained

Fin R.Form.l7.A

which are detailed in Part II of Running Account Bill (E). the said works signed by the contractor

(Rs. ...................... ) on the security of materials the quantities and other particulars of

WHEREAS the Government has agreed to advance to the Contractor the sum of Rupees,

the finished work (inclusive of the cost of materials and labour and other charge) AND

construction of such of the said works as he has undertaken to execute at rates fixed for

him to the site of the said works the subject of the said agreement for use in the

(Rs. ..................) on the security of materials absolutely belonging to him and brought by

—....... ----- for an advance to him of Rupees -----------------------------------------------------.

AND WHEREAS the contractor has applied to the ........... ................... ..............

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

referred to as the said work):-

agreement, the contractor has agreed to perform the under-mentioned works (hereinafter

(hereinafter called the said

WHEREAS by an agreement, dated

GOVERNOR OF SINDH (hereinafter called "the Government" of the other part).

include his heirs, executors, administrators and assigns) of the one part and THE

Contractor" which expression shall where the context so admits or implied be deemed to

(hereinafter called "the

----- ....... ----------........-197--"- BETWEEN

This INDENTURE made the ............... ........................... day of ......................

time ).

entered into an agreement for the execution of a certain specified quantity of work in a given

(For use in cases in which is contract is for finished work and the contractor has

**INDENTURE FOR SECURED ADVANCES.**



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repayable by the Contractor to the Government together with interest thereon at twelve

owing to the Government shall immediately on the happening of such default be

agreement or of these presents the total amount of the advance or advances that may still be

performance or observation in any respect of any of the terms and provisions of the said

That if the Contractor shall at any time make any default in the

(7)

calculated.

of material at (he rates at which the amount of the advances made under these presents were

made previously the value for this purpose being determined in respect of each description

materials (hen actually used in the construction and in respect of which recovery has not been

the Contractors Bill for such payment by deducting there from in the value of the said

occasion of each such payment the Government will be at liberty to make a recovery from

intermediate payments are made to the contractor on account of work done then on the

under the terms and provisions of the said agreement PROVIDED THAT if any

receives payment, from the Government of the price payable to him for the said works

That the said amount shall be payable in full when or before the Contractor

(6)

authorized by him in that behalf

works except with the written permission of the Divisional Officer or an officer

'Hurt the said materials shall not on any account be removed from the site of the said

(5)

good shall also be considered as security for the said amount.

Officer and the materials so brought to replace the said materials so repaired and made

materials of like qualify or repair and make good the same as required by the Divisional

reasonable use and wear thereof Contractor will forthwith replace the same with other

stolen, destroyed or damaged or becoming deteriorated in a grater degree than is due to

officer authorized by him. In the event of the said materials of any part (hereof being

responsibility and shall at all times be open to inspection by (he Divisional Officer or any

site of the said works in the Contractor's custody and at his own risk and on his own

material and that until used in construction as aforesaid the said materials shall remain at the

arrangement for the proper watch, safe custody and protection against all risks of the said

That the Contractor shall make at his own cost all necessary and adequate

(4)

the terms of the said agreement.

Divisional Officer---------------------------(hereinafter called the Divisional Officer) and in

execution of the said works in accordance with the directions of the

as aforesaid (hereinafter called the said materials) shall be used by the Contractor solely in *the*

Materials on the security of which any further advance or advances may hereafter be made

Fin. R. Form No. 17-A

That the said materials detailed in the said Running Account Bill (B) and all other

(3)

as aforesaid.

claims whatsoever to any materials in respect of which an advance has been made to him

hereby agrees, at all times, to indemnify and save harmless the Government against all

not absolutely his own property and free from encumbrances of any kind and the contractor

not make any application for or receive a further advance on the security of materials which are

the Contractors own property free from encumbrances of any kind and the Contractor will

Offered to and accepted by (he Government as security for the said amount are absolutely by

Fin R Form No. 17-A

That the materials detailed in the said Running Account Bill (B) which have been

(2)



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force so far as they are applicable shall apply to any such reference.

decision shall be final and the provisions of the Indian Arbitration Act for the time being in

referred to the Superintending Engineer..................................... Circle whose…………….

which has not been hereinbefore expressly provided for the same shall be

dispute or difference arising over the construction or effect of these presents the settlement of

the said agreement the provisions of these presents shall prevail and in the event of any

That in the event of any conflict between the provisions of these presents and

(10)

advance shall not be payable.

That except as is expressly provided by the presents interest on the aid

(9)

(c)

(b)

sum due to the Contractor under the said agreement.

Deduct all or any part of the moneys owing out of the security deposit or any

(if any) to the Contractor.

repayable to the Government under these presents and pay over the surplus

out of the moneys arising from the sale retain all the sums aforesaid

Remove and sell by public auction the seized materials or any part thereof and

demand.

balance is against the Contractor he is to pay the same to the Government on

accordance with the said agreement and at the rates thereby provided. If the

Contractor with the value of work done as he had carried it out in

in respect of advances under these presents and crediting the

Contractor with the actual cost of effecting such completion the amount due

provisions in that behalf contained in the said agreement debiting the

on behalf of the Contractor in accordance with the

said works

Seize and utilize the said materials or any part thereof in the completion of the

(a)

following courses as it may deem best ;-

Once therewith the Government may at any time thereafter adopt all or any of

the money owing shall not be paid to accordingly.

covenant for payment and repayment hereinbefore contained shall become enforceable and

agreement and without prejudice to the powers contained therein if and whether the

ALWAYS and it is hereby agreed and declared that not withstanding anything in the said

all costs charges damages and expenses payable under these present PROVIDED

(Rs....................... ) and any further sum or sums which may be advanced as aforesaid and

repayment to the Government of the said sum of Rupees ........................ - .............................

That the Contractor hereby charges all the said materials with the

(8)

accordingly.

hereby covenants and agrees with the Government to repay and the same respectively to it

payable shall constitute a debt due from the Contractor to the Government and the Contractor

otherwise by reason of (he default of the Contractor and any moneys so becoming due and

Government in or for the recovery thereof or the enforcement of this security or

date or repayment and with all costs, charges, damages and expenses incurred by the

percent per annum from the date or respective dates of such advance or advances to the



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1st Witness 2nd witness

Seal

the presence of

Signed, sealed and delivered by\* In

1st witness 2nd witness

Seal

the presence of

Signed, sealed and delivered by\* In

their respective hands and seals the day and first above written.

Governor of Sindh and the said................. —........................... - ..........--have hereunto set

In witnesses whereof the\* ----- -—\_\_.................................... on behalf of the



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standards that ensure equivalence to the standards and codes specified will be acceptable.]

the relevant shall apply, unless otherwise expressly stated in the Contract. Other authoritative

by Works to be furnished and tested, the provisions of the latest current edition or revision of

Wherever reference is made in the Specifications to specific standards and codes to be met

Sample Clause: Equivalency of Standards and Codes

Specifications.

the standards mentioned, will also be acceptable. The following clause may be inserted in the

meet other authoritative standards, and which ensure at least a substantially equal quality than

impact. The specifications should state that equipment, materials, and workmanship that

all conditions but not limited to seismic conditions, weather conditions and environmental

international standards should be used as much as possible. The specifications shall consider

specification of standards for equipment, materials, and workmanship, recognized

Care must be taken in drafting specifications to ensure that they are not restrictive. In the

equipment although not necessarily to be used in a particular procurement.

Technical Specifications that should cover all classes of workmanship, materials and

repetitiveness of the type of procurement, it may be advantageous to standardize the

The use of metric units is encouraged. Depending on the complexity of the works and the

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

otherwise in the contract.

models, and incorporated all recent improvements in design and materials unless provided for

materials to be incorporated in the works be new, unused, and of the most recent or current

subsequent task of bid evaluation can be facilitated. The specifications should require that

in procurement will be realized and responsiveness of Bids can be ensured, and the

performance of the works. Only if this is done objectives of economy, efficiency, and fairness

time, present a clear statement of the required standards of workmanship, materials,

specifications must be drafted to permit the widest possible competition and, at the same

and competitively to the requirements of the user without qualifying their Bids. The

A set of precise and clear specifications is a prerequisite for bidders to respond realistically

*[Note for Preparing the Specifications]*

**SPECIFICATIONS**



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*volume, if necessary).*

*Bidding purposes only or may include the detailed drawings in a separate*

*The Engineer/Procuring Agency may incorporate specific Drawings for*

*\* (Note:*

**\*DRAWINGS**