

OFFICE OF THE TOWN COMMITTEE BERANI DISTRICT SANGHAR

TENDER NOTICE


The sealed tenders are hereby invited from all the interested contractors / firms / parties which fulfil the condition as per SPPRA Ordinance 2010.

Repair and maint: works					
1	Repair of office TC Berani	500,000	10,000	1000	6 Months
2	Repair of oxidation ponds at Disposal Jamrao and desalting of water supply tanks and Nallah / Nali	500,000	10,000	1000	6 Months
3	Repair of Fire Brigade TC Berani	300,000	6,000	500	3 Months
Development work					
4	Construction of surface drain ward No. 1	985,000	19,700	1000	6 Months
5	Construction of surface drain ward No. 3	980,000	19,600	1000	6 Months
6	Construction of surface drain ward No. 4	975,000	19,500	1000	6 Months
7	Construction of Brick pavement Ward No. 5	995,000	19,900	1000	6 Months
8	Construction of Brick pavement at various villages of Ward No. 5	985,000	19,700	1000	6 Months
Purchasing / supplying items					
9	Purchasing of Sanitary articles / materials TC Berani	100,000	2,000	500	3 Months
10	Purchasing and supplying Chingchi Rakhsha with Hydraulic Trolley United Company	Quoted rate	2%	1000	3 Months
11	Purchasing of Chingchi Bike with wooden frame for fumigation machine	Quoted rate	2%	1000	3 Months
12	Purchasing of Suction machine for cleaning main holes TC Berani	Quoted rate	2%	1000	3 Months
13	Purchasing of front blade for tractor removing garbage TC Berani	Quoted rate	2%	1000	3 Months
14	Providing of Water bowser 2500 Galloon with all accessories	Quoted rate	2%	1000	3 Months
15	Purchasing of Dewatering machines	Quoted rate	2%	1000	3 Months
16	Providing of Fumigation spray machines TC Berate	Quoted rate	2%	1000	3 Months
17	Providing and supplying of Hand pumps TC Berani	Quoted rate	2%	1000	3 Months
18	Providing and supplying liveries for lower staff	Quoted rate	2%	1000	3 Months
19	Providing of sewing machines ward No. 5	Quoted rate	2%	1000	3 Months
20	Providing of sewing machines T.C Berani	Quoted rate	2%	1000	3 Months

Terms and condition for tenders

- The tenders will be issued by Assistant Engineer Town Committee Berani on payment of tender fees (Noon refundable) as shown against each of work upto 06/09/2017 at 01:00 PM
- Contractor/ firm / applicant should submit the partnership deed in case of partnership.
- The tenders will be received and opened in the office of the Chairman, Town Committee Berani on same date, at 02:00 PM in the presence of the bidder / contractor or of their authorized representative, who may wish to participate. In case of undersigned is out of head quarter or unresponded the tenders the next date for receiving / opening will be as under.
- 2nd attempt 12/09/2017 upto 01:00 noon (for receiving) and (for opening) on same date at 02:00 PM and 3rd Attempt _____ 02:00 pm
- The interested persons / firms / contractors are required to submit the following documents with the tenders
 - Authority letter in case of mentioned person by the firm.
 - Partnership deed in case of firm in running on partnership basis.
 - NTN & bank certificate.
 - Affidavite on stamp paper that the firm is not involved in any court cases.
 - Affidavite on stamp paper that the firm was not black list by government department
- The Conditional and telegraphically tender will not be accepted.




Vice Chairman
Town Committee Berani



**GOVERNMENT OF SINDH
LOCAL GOVERNMENT DEPARTMENT**

Karachi dated the 12th July, 2017

NOTIFICATION

NO.SO-I/LG/3(53)/2016: With approval of the Competent Authority, a Procurement Committee consisting with the following composition for undertaking Development Work in Town Committee, Berani District Sanghar, during the Financial year 2017-18 is hereby constituted under Section -7 of SPPRA Rule 2010.

- | | |
|--|------------------|
| 1. Assistant Director Local Government
District Sanghar | Chairman |
| 2. Town Officer,
Town Committee, Berani | Member |
| 3. Executive Engineer PHED,
District Sanghar | Member |
| 4. Assistant Engineer,
Town Committee, Berani | Member/Secretary |
| 5. Sub-Engineer,
Town Committee, Berani | Member |

The functions and responsibilities of procurement committee shall be as under (Section-8 of SPPRA Rule 2010):-

- Preparing of bidding documents.
- Carrying out technical as well as financial evaluation of the bids.
- Preparing evaluation report as provided in Rule 45.
- Making recommendations for the award of contract to the Competent Authority, and
- Perform any other function ancillary and incidental to the above.

**-MUHAMMAD RAMZAN AWAN-
SECRETARY TO GOVT. OF SINDH**

NO.SO-I/LG/3(53)/2016

Karachi, dated the 12th July, 2017

A Copy is forwarded for information and necessary action to:-

- The Director, Sindh Public Procurement Regulatory Authority, Karachi.
- The Director, Local Government, Shaheed Benazirabad Division.
- ✓ The Vice Chairman, Town Committee, Berani District Sanghar w/r to his Letter NO.TC/Berani/132/ of 2017 dated 03-07-2017.
- The Town Officer, Town Committee, Berani District Sanghar.
- The Executive Engineer, PHED, District Sanghar.
- The Assistant Engineer, Town Committee, Berani District Sanghar.
- P.S to Minister, Local Government Department, Government of Sindh, Karachi.
- P.S to Secretary, Local Government Department, Government of Sindh, Karachi.
- Office order file.


(ABDUL JABBAR ABBASI)
SECTION OFFICER-I

OFFICE OF THE TOWN COMMITTEE BERANI DISTRICT SANGHAR

ANNUAL PROCUREMENT PLAN 2017-2018

S/No	Description of procurement	Quantity	Estimated unit cost (where applicable)	Estimated total cost (in million)	Funds Allocated (in million)	Source of funds DP / Non ADP	Procurement method	Timing of procurement 2017-18
1	Repair of office			0.5	0.5			
2	Repair of oxidation ponds of Disposal Jamrao and desalting of water supply tanks and Nallah / Nali			0.5	0.5	OZT share	Single stage single envelop procurement process under SPPRA	
3	Repair of Fire Brigade			0.3	0.3	OZT share	Single stage single envelop procurement process under SPPRA	
4	Construction of surface drain			2.94	2.94	OZT share	Single stage single envelop procurement process under SPPRA	
5	Construction of Brick pavement			1.98	1.98	OZT share	Single stage single envelop procurement process under SPPRA	
6	Sanitary articles			0.1	01	OZT share	Single stage single envelop procurement process under SPPRA	
7	Chingchi Rakhsha / bike with hydraulic	6		1.2	1.2	OZT share	Single stage single envelop procurement process under SPPRA	

	trolley wooden frame						
8	Suction machine for cleaning man holes	2		0.4	0.4	OZT share	Single stage single envelop procurement process under SPPRA
9	Front blade for tractor removing garbage	1		0.1	0.1	OZT share	Single stage single envelop procurement process under SPPRA
	Water bozar 5000 litter with all accessories	1		0.3	0.3	OZT share	Single stage single envelop procurement process under SPPRA
	Dewatering machine	3		0.2	0.2	OZT share	Single stage single envelop procurement process under SPPRA
	Fumigation spray machine	2		0.2	0.2	OZT share	Single stage single envelop procurement process under SPPRA
	Hand pumps	100		0.5	0.5	OZT share	Single stage single envelop procurement process under SPPRA
	Liveries for lower staff	100		0.5	0.5	OZT share	Single stage single envelop procurement process under SPPRA
	Sewing machine	180		2.0	2.0	OZT share	Single stage single envelop procurement process under SPPRA

ASSISTANT ENGINEER
BERANI / JAMI NAWAZI ALI

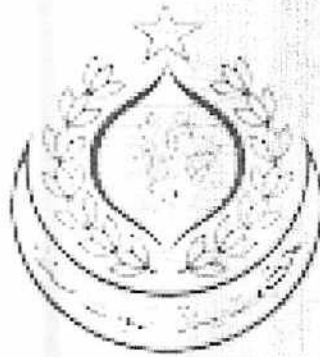
M. Jamil
VICE CHAIRMAN
TOWN COMMITTEE
BERANI

M. Siddique
TOWN OFFICE
TOWN COMMITTEE BERANI



**OFFICE OF THE TOWN COMMITTEE
BERANI**

**STANDARD FORM OF BIDDING
DOCUMENTS FOR PROCUREMENT
OF WORKS**



**OFFICE OF THE TOWN COMMITTEE
BERANI**

**STANDARD FORM OF BIDDING
DOCUMENTS FOR PROCUREMENT
OF WORKS**

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INSTRUCTIONS TO USERS OF THIS DOCUMENT

INSTRUCTIONS TO USERS OF THIS DOCUMENT

(Not to be included in Bidding Documents)

A. Basis of Documents

These Documents have been prepared as a global document intended to be used by different agencies/users according to their requirements. This document is envisaged for National Competitive Bidding (NCB), meant for use for Works costing not more than Rs. 50 Million. These documents may be tailored according to the scope of works as well as in case of contracts on International Competitive Bidding (ICB) basis, funded by international financial institutions/donors, with payments in foreign currencies. The users are then to tailor the relevant clauses to suit their requirements including appropriate modifications in the relevant sections of the documents in the light of PEC Bidding Documents for Large Works

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

B. Contents of Documents

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

1. Instructions to Bidders & Bidding Data
2. Form of Bid & Schedules to Bid
3. Conditions of Contract & Contract Data
4. Standard Forms
5. Specifications
6. Drawings, if any

In addition, Instructions to users are also provided at various locations of this document within parenthesis or as a Note (s). Users are expected to edit or finalise this document accordingly, by filling all the blank spaces & forms, deleting all notes and instructions intended to help the users.

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

- i) Invitation for Bids
- ii) Bidding Data
- iii) Schedules to Bid (Samples)
- iv) Schedule of Prices (Format)
- v) Contract Data
- vi) Specifications
- vii) Drawings, if any

The User's attention is drawn to the following while finalising the Bidding Documents.

C. Invitation for Bids

The "Invitation for Bids" is meant for publication in the newspapers and PEC Website as well as on PPRA Website in case of Federal Procuring Agencies as notice for calling of bids.

The blank spaces wherever shown are required to be filled by the Employer before issuance of Bidding Documents:

1. The Employer may modify para 1 of Invitation for Bids as per his requirement except the requirement of Pakistan Engineering Council therein.
2. The notice should be published so as to give the prospective bidders sufficient working period for preparation and submission of bids which may be from 15 to 50 days depending on the size of the Works. However, under no circumstances the response time shall be less than 15 days for national competitive bidding and 30 days for international competitive bidding from the date of publication of advertisement or notice.
3. The eligible bidders are defined in Clause 2 of Instructions to Bidders. The text of Clause can be amended by the Employer as deemed appropriate.
4. The non-refundable fee for the sale of Bidding Documents should be nominal so as to cover printing/reproduction and mailing costs and to ensure that only bona-fide bidders will apply.
5. The amount of Bid Security should be a lump sum figure or a percentage of bid price ranging from 1% to 3% of the likely cost of the Works and should not be more than 5% in any case and in accordance with Sub-Clause 13.1 of Instructions to Bidders.
6. If the venue of receipt of bids and the opening of bids is the same, the times for receipt and opening of bids are to be entered in last para of the Invitation to Bidders, otherwise indicate the name, address and exact location for the opening of bids. However, the date for the receipt and the opening of bids shall be same.

D. Instructions to Bidders

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

The Instructions to Bidders can be used as given. Users may have to make changes under Bidding Data (hereinafter referred to as "to works").

E. Bidding Data

This Bidding Data will not be part of Contract and will cease to have effect once the Contract is signed.

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

1. Sub Clause- 10.3 of Instructions to Bidders may be retained or modified by the Employer.
2. Employer should insert required experience in Sub Clause- 11.2.
3. Referring to Sub Clause- 14.1 of Instructions to Bidders, the period of bid validity may range from 56 to 100 days depending upon the size of the Works. Number of days would be filled in as per Employer's requirements.

4. Sub-Clause 16.3 to 16.9 of Instructions to Bidders may be retained or modified by the Employer in accordance with his requirements, particularly Sub Clause- 16.8 may be modified in case deviation in payment schedule is acceptable.
5. The Employer shall decide the provision of Adjudicator.

F. Schedules to Bid

Specimen of Schedules to Bid including format of Schedule of Prices are provided in this document. The Employer can add/delete/modify as per his requirement.

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

G. Conditions of Contract

The User's attention is drawn to the Preface and it is once again emphasized that while preparing Contract Data, no Clause of Conditions of Contract should be deleted and that the changes included in Contract Data should be such as not to change the spirit of the document. Any adjustment or change in clauses of Conditions of Contract to meet specific project features shall be made with care and incorporated in Contract Data.

H. Contract Data

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

1. Referring to Sub-Clause 1.1.1 of Conditions of Contract, the Consultant /Engineer/Employer may add, in order of priority, such other documents as form part of the Contract, in Sub-Clause 1.3 of the Contract Data.
2. The Employer's Representative, if any, shall exercise powers of the Employer under and in connection with Sub-Clause 1.3, 2.3, 4.2, 4.3, 5.1, 7.3, 8.2, 9.1, 9.2, 10.1, 10.2, 10.5, 11.1, 11.5, 12.1, 13.2 and 14.1 of the Conditions of Contract. In case a Consultant/Engineer has been appointed by the Employer, the aforesaid may be modified accordingly by the Employer.
3. The sum insured for different insurances including minimum amount of third party insurance should be assessed by the Consultant/Engineer/Employer and entered in Contract Data.
4. The time for completion of the whole of the Works should be assessed by the Consultant/Engineer/Employer and entered in the Contract Data.
5. The Conditions of Contract contain no overall limit on the Contractor's liability. The amount of delay damages per day of delay shall be entered by the Consultant /Engineer/Employer in Contract Data. Usually the delay damages are set between 0.05 percent and 0.10 percent per day and the maximum limit as 10 percent.
6. The Employer, under the contract shall decide:
 - a) the provision of Adjudicator;
 - b) the provision of PEC Rules of Conciliation and Arbitration; and
 - c) the venue of Arbitration should be within the country where the project is located
7. Any amendment and/or additions to the Conditions of the Contract that are specific to a given work should be included by the User. This may include but not be limited to the provisions regarding the following:

- a) Terms of Payment should be prepared and incorporated in Contract Data by the Consultant/Engineer/Employer.
- b) The Consultant/Engineer/Employer to make sure that all taxes and duties are included by the Bidders in their prices.

I. Specifications

To be prepared and incorporated by the Engineer/Employer

J. Drawings

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

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INVITATION FOR BIDS



INVITATION FOR BIDS

Date: _____

Bid Reference No.: PROCUREMENT OF GOODS AND SERVICES FOR DEVELOPMENT
SCHEMES AND SUPPLY ITES TOWN COMMITTEE BERANI OZT SHARE

1. The procuring agency Town Officer Town Committee Berani District Sanghar, invites sealed bids from eligible interesting firms / persons / contractors /suppliers for procurements of good and services.
2. A complete set of Bidding Documents may be purchased by an interested eligible bidder on submission of a written application to the office given below and upon payment of a non-refundable fee of Rupees 1000 (Insert Amount). Bidders may acquire the Bidding Documents from the Office of the procuring agency, Town Officer Towon Committee Berani.
3. All bids must be accompanied by a Bid Security in the amount of lumsum Rs. 20,000 (Rupees Twenty Thousand) of bid prices in the form of call deposit and must be delivered to Town Officer Town Committee Berani at or before 14 hours, on _____ (Date). Bids will be opened at 15 hours on the same day in the presence of bidders' representatives who choose to attend, at the same address .
4. You may obtain further and acquire the bidding discounts from the Town Officer Town Committee Berani"

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INSTRUCTIONS TO BIDDERS

INSTRUCTIONS TO BIDDERS

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INSTRUCTIONS TO BIDDERS

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

A. GENERAL

- | | | | |
|------|--------------------------------|-----|--|
| IB.1 | Scope of Bid & Source of Funds | 1.1 | Scope of Bid |
| | | | <p>The Employer as defined in the Bidding Data (hereinafter called "the Employer") wishes to receive bids for the Works summarised in the Bidding Data (hereinafter referred to as the "Works").</p> <p>The successful bidder will be expected to complete the Works within the time specified in the Contract Data.</p> <p>The Employer intends to engage the Consultants as named in the Bidding Data.</p> |
| | | 1.2 | Source of Funds |
| | | | <p>The Employer has applied for or received financing from the sources indicated in Bidding Data. The Employer intends to apply a portion of the funds to eligible payments under the contract(s) for which the Bidding Documents are issued.</p> |
| IB.2 | Eligible Bidders | 2.1 | This Invitation for Bids is open to all bidders meeting the following requirements: |
| | | | <p>a) Duly licensed by the Pakistan Engineering Council (PEC) in the category relevant to the value of the Works.</p> <p>b) Duly prequalified / enlisted by the Employer, where required.</p> |
| | | 2.2 | Each bidder shall submit only one bid either by himself, or as a partner in a joint venture. A bidder who submits or participates in more than one bid will be disqualified. |
| IB.3 | Cost of Bidding | 3.1 | The bidders shall bear all costs associated with the preparation and submission of their respective bids and the Employer will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process. |

B. BIDDING DOCUMENTS

- | | | | |
|------|-------------------------------|-----|---|
| IB.4 | Contents of Bidding Documents | 4.1 | In addition to Invitation for Bids, the Bidding Documents are those stated below, and should be read in conjunction with any Addendum issued in accordance with Sub-Clause IB.6.1. |
| | | | <p>1. Instructions to Bidders & Bidding Data.</p> <p>2. Form of Bid & Schedules to Bid.</p> <p>Schedules to Bid comprise the following:</p> <p>(i) Schedule A: Schedule of Prices</p> |

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- (ii) Schedule B: Specific Works Data
 - (iii) Schedule C: Works to be Performed by Subcontractors
 - (iv) Schedule D: Proposed Programme of Works
 - (v) Schedule E: Method of Performing Works
 - (vi) Schedule F: Integrity Pact
3. Conditions of Contract & Contract Data.
 4. Standard Forms:
 - (i) Form of Bid Security
 - (ii) Form of Performance Security
 - (iii) Form of Contract Agreement
 - (iv) Form of Bank Guarantee for Advance Payment.
 5. Specifications.
 6. Drawings if any.
- IB.5 Clarification of Bidding Documents
- 5.1 A prospective bidder requiring any clarification(s) in respect of the Bidding Documents may notify the Consultant / Engineer / Employer at the Consultant's / Employer's / Engineer's address indicated in the Bidding Data.
 - 5.2 The Consultant / Engineer / Employer will respond to any request for clarification which it receives earlier than ten (10) days prior to the deadline for the submission of Bids. Copies of the Consultant's/Engineer's/Employer's response will be forwarded to all prospective bidders, at least five (5) days prior to dead line for submission of Bids, who have received the Bidding Documents including a description of the enquiry but without identifying its source.
- IB.6 Amendment of Bidding Documents
- 6.1 At any time prior to the deadline for submission of Bids, the Employer may, for any reason, whether at his own initiative or in response to a clarification requested by a prospective bidder, modify the Bidding Documents by issuing addendum.
 - 6.2 Any addendum thus issued shall be part of the Bidding Documents pursuant to Sub-Clause 6.1 hereof, and shall be communicated in writing to all purchasers of the Bidding Documents. Prospective bidders shall acknowledge receipt of each addendum in writing to the Employer.
 - 6.3 To afford prospective bidders reasonable time in which to take an addendum into account in preparing their Bids, the Employer may at its discretion extend the deadline for submission of Bids.
- C. PREPARATION OF BIDS**
- IB.7 Language of Bid
- 7.1 The bid prepared by the bidder and all correspondence and documents relating to the Bid, exchanged by the bidder and the Employer shall be written in the English language, provided that any printed literature furnished by the bidder may be written in another language so long as accompanied by an English translation of its pertinent passages in which case, for

- purposes of interpretation of the Bid, the English translation shall govern.
- IB.8 Documents Comprising the Bid
- 8.1 The bid prepared by the bidder shall comprise the following components:
- (a) Covering Letter;
 - (b) Documentary evidence in accordance with Clause IB.11;
 - (c) Documentary evidence in accordance with Clause IB.12;
 - (d) Bid Security furnished in accordance with Clause IB.13;
 - (e) Letter of Bid duly filled, signed and sealed, in accordance with Sub-Clause IB.14.3;
 - (f) Schedules (A to F) to Bid duly filled and initialed, in accordance with the instructions contained therein & in accordance with Sub-Clause IB.14.3;
 - (g) Power of Attorney in accordance with Sub-Clause IB.14.5, and
 - (h) Any other document indicated in the Bidding Data.
- IB.9 Sufficiency of Bid
- 9.1 Each bidder shall satisfy himself before Bidding as to the correctness and sufficiency of his Bid and of the rates and prices entered in the Schedule of Prices, which rates and prices shall except in so far as it is otherwise expressly provided in the Contract, cover all his obligations under the Contract and all matters and things necessary for the proper completion of the Works.
- 9.2 The bidder is advised to obtain for himself at his own cost and responsibility all information that may be necessary for preparing the bid and entering into a Contract for execution of the Works.
- IB.10 Bid Prices, Currency of Bid and Payment
- 10.1 The bidder shall fill up the Schedule of Prices (Schedule A to Bid) indicating the unit rates and prices of the Works to be performed under the Contract. Prices in the Schedule of Prices shall be entered keeping in view the instructions contained in the Preamble to Schedule of Prices.
- 10.2 Unless otherwise stipulated in the Conditions of Contract, prices quoted by the bidder shall remain fixed during the bidder's performance of the Contract and not subject to variation on any account.
- 10.3 The unit rates and prices in the Schedule of Prices shall be quoted by the bidder in the currency as stipulated in Bidding Data.
- 10.4 All duties, taxes, and other levies payable by the Contractor under the Contract, or for any other cause shall be deemed to be included in the rates, prices, and total Bid price submitted by the Bidder, unless otherwise provided elsewhere.
- IB.11 Documents Establishing Bidder's
- 11.1 Pursuant to Clause IB.8, the bidder shall furnish, as part of its bid, documents establishing the bidder's eligibility to bid and

- Eligibility and Qualifications
- 11.2 Bidder/Manufacturer must possess and provide evidence of its capability and the experience as stipulated in Bidding Data and the Qualification Criteria stipulated in the Bidding Documents.
- IB.12 Documents Establishing Works' Conformity to Bidding Documents
- 12.1 The documentary evidence of the Works' conformity to the Bidding Documents may be in the form of literature, drawings and data and the bidder shall furnish documentation as set out in Bidding Data
- 12.2 The bidder shall note that standards for workmanship, material and equipment, and references to brand names or catalogue numbers, if any, designated by the Employer in the Technical Provisions are intended to be descriptive only and not restrictive.
- IB.13 Bid Security
- 13.1 Each bidder shall furnish, as part of his bid, at the option of the bidder, a Bid Security in the amount stipulated in Bidding Data in Pak. Rupees in the form of Deposit at Call or a Bank Guarantee issued by a Scheduled Bank in Pakistan or an insurance company having atleast AA rating from PACRA/JCR in favour of the Employer valid for a period up to twenty eight (28) days beyond the bid validity date. The Bid Security of Joint Venture must be in the name of Joint Venture submitting the bid.
- 13.2 Any bid not accompanied by an acceptable Bid Security shall be rejected by the Employer as non-responsive.
- 13.3 The bid securities of unsuccessful bidders will be returned upon award of contract to the successful bidder or on the expiry of validity of Bid Security whichever is earlier.
- 13.4 The Bid Security of the successful bidder will be returned when the bidder has furnished the required Performance Security, pursuant to Clause IB.21 and signed the Contract Agreement, pursuant to Sub-Clauses IB.20.2 & 20.3.
- 13.5 The Bid Security may be forfeited:
- (a) if a bidder withdraws his bid during the period of bid validity; or
 - (b) if a bidder does not accept the correction of his Bid Price, pursuant to Sub-Clause 16.4 (b) hereof; or
 - (c) in the case of a successful bidder, if he fails to:
 - (i) furnish the required Performance Security in accordance with Clause IB.21, or
 - (ii) sign the Contract Agreement, in accordance with Sub-Clauses IB.20.2 & 20.3.

- IB.14 Validity of Bids, Format, Signing and Submission of Bid
- 14.1 Bids shall remain valid for the period stipulated in the Bidding Data after the date of bid opening.
- 14.2 All Schedules to Bid are to be properly completed and signed.
- 14.3 No alteration is to be made in the Form of Bid except in filling up the blanks as directed. If any alteration be made or if these instructions be not fully complied with, the bid may be rejected.
- 14.4 Each bidder shall prepare Original and number of copies specified in the Bidding Data of the documents comprising the bid as described in Clause IB.8 and clearly mark them "ORIGINAL" and "COPY" as appropriate. In the event of discrepancy between them, the original shall prevail.
- 14.5 The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign (in the case of copies, Photostats are also acceptable). This shall be indicated by submitting a written Power of Attorney authorising the signatory of the bidder to act for and on behalf of the bidder. All pages of the bid shall be initialed and official seal be affixed by the person or persons signing the bid.
- 14.6 The Bid shall be delivered in person or sent by registered mail at the address to Employer as given in Bidding Data.

D. SUBMISSION OF BIDS

- IB.15 Deadline for Submission, Modification & Withdrawal of Bids
- 15.1 Bids must be received by the Employer at the address/provided in Bidding Data not later than the time and date stipulated therein.
- 15.2 Bids submitted through telegraph, telex, fax or e-mail shall not be considered.
- 15.3 Any bid received by the Employer after the deadline for submission prescribed in Bidding Data will be returned unopened to such bidder.
- 15.4 Any bidder may modify or withdraw his bid after bid submission provided that the modification or written notice of withdrawal is received by the Employer prior to the deadline for submission of bids.
- 15.5 Withdrawal of a bid during the interval between the deadline for submission of bids and the expiration of the period of bid validity specified in the Form of Bid may result in forfeiture of the Bid Security pursuant to Sub-Clause IB.13.5 (a).

E. BID OPENING AND EVALUATION

- IB.16 Bid Opening, Clarification and Evaluation
- 16.1 The Employer will open the bids, in the presence of bidders' representatives who choose to attend, at the time, date and location stipulated in the Bidding Data.
- 16.2 The bidder's name, Bid Prices, any discount, the presence or absence of Bid Security, and such other details as the Employer at its discretion may consider appropriate, will be announced

by the Employer at the bid opening. The Employer will record the minutes of the bid opening. Representatives of the bidders who choose to attend shall sign the attendance sheet.

Any Bid Price or discount which is not read out and recorded at bid opening will not be taken into account in the evaluation of bid.

16.3 To assist in the examination, evaluation and comparison of Bids the Consultant/Engineer/Employer may, at its discretion, ask the bidder for a clarification of its Bid. The request for clarification and the response shall be in writing and no change in the price or substance of the Bid shall be sought, offered or permitted.

16.4 (a) Prior to the detailed evaluation, pursuant to Sub-Clauses IB.16.7 to 16.9, the Consultant/ Engineer/Employer will determine the substantial responsiveness of each bid to the Bidding Documents. For purpose of these Clauses, a substantially responsive bid is one which conforms to all the terms and conditions of the Bidding Documents without material deviations. It will include determining the requirements listed in Bidding Data.

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

If there is a discrepancy between the unit price and total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between the words and figures the amount in words shall prevail. If there is a discrepancy between the Total Bid price entered in Form of Bid and the total shown in Schedule of Prices-Summary, the amount stated in the Form of Bid will be corrected by the Employer in accordance with the Corrected Schedule of Prices.

If the bidder does not accept the corrected amount of Bid, his Bid will be rejected and his Bid Security forfeited.

16.5 A Bid determined as substantially non-responsive will be rejected and will not subsequently be made responsive by the bidder by correction of the non-conformity.

16.6 Any minor informality or non-conformity or irregularity in a Bid which does not constitute a material deviation may be waived by Employer, provided such waiver does not prejudice or affect the relative ranking of any other bidders.

16.7 The Consultant/Engineer/Employer will evaluate and compare only the bids previously determined to be substantially responsive pursuant to Sub-Clauses IB.16.4 to 16.6 as per requirements given hereunder. Bids will be evaluated for complete scope of works. The prices will be compared on the basis of the Evaluated Bid Price pursuant to Sub-Clause 16.8 herein below:

(a) Technical Evaluation

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GERANI / JRM NAWAN AU

It will be examined in detail whether the Works offered by the bidder complies with the Technical Provisions of the Bidding Documents. For this purpose, the bidder's data submitted with the bid in Schedule B to Bid will be compared with technical features/criteria of the Works detailed in the Technical Provisions. Other technical information submitted with the bid regarding the Scope of Work will also be reviewed.

(b) Commercial Evaluation

It will be examined in detail whether the bids comply with the commercial/contractual conditions of the Bidding Documents. It is expected that no material deviation/stipulation shall be taken by the bidders.

Evaluated Bid Price 16.8 In evaluating the bids, the Consultant/Engineer/Employer will determine for each bid in addition to the Bid Price, the following factors (adjustments) in the manner and to the extent indicated below to determine the Evaluated Bid Price:

- (i) making any correction for arithmetic errors pursuant to Sub-Clause 16.4 hereof;
- (ii) making an appropriate price adjustment for any other acceptable variation or deviation;
- (iii) making an appropriate price adjustment for Deviations in terms of Payments (if any and acceptable to the Employer);
- (iv) discount, if any, offered by the bidders as also read out and recorded at the time of bid opening.

Evaluation Methods 16.9 Pursuant to Sub-Clause 16.8, Para (ii), and (iii) following evaluation methods for price adjustments will be followed:

(i) Price Adjustment for Technical Compliance

The cost of making good any deficiency resulting from technical non compliance will be added to the Corrected Total Bid Price for comparison purposes only. The adjustments will be applied taking the highest price quoted by other bidders being evaluated in detail in their original Bids for corresponding item. In case of non availability of price from other bidders, the price will be estimated by the Consultant/Engineer/Employer.

(ii) Price Adjustment for Commercial Compliance

The cost of making good any deficiency resulting from any quantifiable variations and deviations from the Bid Schedules and Conditions of Contract, as determined by the Consultant/Engineer/Employer will be added to the Corrected Total Bid Price for comparison purpose only. Adjustment for commercial compliance will be added to the Corrected Total Bid Prices.

(iii) Price Adjustment for Deviation in Terms of Payments

Refer to Bidding Data.

IB.17 Process to be 17.1 Subject to Sub-Clause IB.16.3 heretofore, no bidder shall

Confidential

contact the Consultant/Engineer/Employer on any matter relating to its Bid from the time of the Bid opening to the time the bid evaluation result is announced by the Employer. The evaluation result shall be announced at least ten (10) days prior to award of Contract. The announcement to all bidders will include table(s) comprising read out prices, discounted prices, price adjustments made, final evaluated prices and recommendations against all the bids evaluated.

- 17.2 Any effort by a bidder to influence the Consultant/Engineer/Employer in the Bid evaluation, Bid comparison or Contract Award decisions, may result in the rejection of his Bid.

A bidder feeling aggrieved may lodge a written complaint not later than fifteen (15) days after the announcement of the bid evaluation result, however, mere fact of lodging a complaint shall not warrant suspension of procurement process. The Employer will respond the complaint within 10 days of its receipt.

F. AWARD OF CONTRACT

IB.18. Post
Qualification

- 18.1 The Employer, at any stage of the bid evaluation, having credible reasons for or prima facie evidence of any defect in supplier's or contractor's capacities, may require the suppliers or contractors to provide information concerning their professional, technical, financial, legal or managerial competence whether already pre-qualified or not:

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

- 18.2 The determination will take into account the bidder's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the bidders' qualifications submitted under Clause IB.11, as well as such other information required in the Bidding Documents.

IB.19 Award Criteria
& Employer's
Right

- 19.1 Subject to Sub-Clause IB.19.2, the Employer will award the Contract to the bidder whose bid has been determined to be substantially responsive to the Bidding Documents and who has offered the lowest evaluated Bid Price, provided that such bidder has been determined to be qualified to satisfactorily perform the Contract in accordance with the provisions of Clause IB.18.
- 19.2 Notwithstanding Sub-Clause IB.19.1, the Employer reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of Contract, without thereby incurring any liability to the affected bidders or any obligation to inform the affected bidders of the grounds for the Employer's action except that the grounds for its rejection of all bids shall upon request be communicated, to any bidder who submitted a bid, without justification of the grounds. Notice of the rejection of all the bids shall be given

- promptly to all the bidders.
- IB.20 Notification of Award & Signing of Contract Agreement
- 20.1 Prior to expiration of the period of bid validity prescribed by the Employer, the Employer will notify the successful bidder in writing ("Letter of Acceptance") that his bid has been accepted.
- 20.2 Within seven (7) days from the date of furnishing of acceptable Performance Security under the Conditions of Contract, the Employer will send the successful bidder the Form of Contract Agreement provided in the Bidding Documents, incorporating all agreements between the parties.
- 20.3 The formal Agreement between the Employer and the successful bidder shall be executed within seven (7) days of the receipt of Form of Contract Agreement by the successful bidder from the Employer.
- IB.21 Performance Security
- 21.1 The successful bidder shall furnish to the Employer a Performance Security in the form and the amount stipulated in the Conditions of Contract within a period of fourteen (14) days after the receipt of Letter of Acceptance.
- 21.2 Failure of the successful bidder to comply with the requirements of Sub-Clauses IB.20.2 & 20.3 or 21.1 or Clause IB.22 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security.
- IB.22 Integrity Pact
- The Bidder shall sign and stamp the Form of Integrity Pact provided at Schedule-F to Bid in the Bidding Document for all Federal Government procurement contracts exceeding Rupees ten (10) million. Failure to provide such Integrity Pact shall make the bid non-responsive.
- IB.23 Adjudicator
- Disputes shall be referred to an Adjudicator for decision. The Parties to the contract, the Employer and the Contractor shall appoint an Adjudicator by the date stated in the Contract Data. The remuneration of the Adjudicator shall also be mutually agreed upon by the Parties when agreeing the terms of appointment. In case of disagreement by any of the Parties, regarding appointment of the Adjudicator, or function/performance of the Adjudicator, the matter shall be referred to the Appointing Authority designated in the Contract Data.

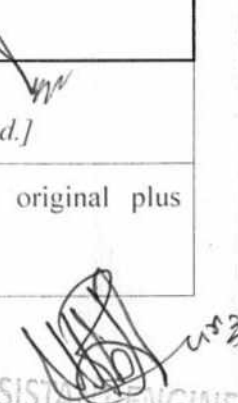
BIDDING DATA

SHAW


BIDDING DATA SHEET

The following specific data for the Works to be tendered shall complement, amend, or supplement the provisions in the Instructions to Bidders. Wherever there is a conflict, the provisions herein shall prevail over those in the Instructions to Bidders.)

IB Clause Reference	Bidding Data
1.1	a) Name of the Employer: <u>Town Officer Town Committee Berani</u> b) Brief Description of the Work: <u>Development schemes and Repair and supply items</u>
1.2	Source of Funds: <u>OZT SHARE</u>
5.1	a) Employer's address: <u>Town Committee Berani</u>
10.3	Bid shall be quoted entirely in Pak. Rupees. The payment shall be made in Pak. Rupees.
11.2	The bidder has the financial, technical and production capability necessary to perform the Contract as follows: <u>_____</u> <u>_____</u> <i>[The Employer may specify the required data.]</i>
12.1	<i>[(a) A detailed description of the Works, essential technical and performance characteristics.</i> <i>(b) Complete set of technical information, description data, literature and drawings as required in accordance with Schedule B to Bid, Specific Works Data. This will include but not be limited to a sufficient number of drawings, photographs, catalogues, illustrations and such other information as is necessary to illustrate clearly the significant characteristics such as general construction dimensions and other relevant information about the works to be performed.]</i>
13.1	Amount of Bid Security: <u>2%</u> <i>[Fill in lump sum amount or in %age of bid amount ranging from 1 to 3%]</i>
IB Clause Reference	Bidding Data
14.1	Period of Bid Validity: <u>6 months 90 Days.</u> ✓ <i>[Fill in "number of days" ranging from 56 to 100, as required.]</i>
14.4	Number of Copies of the Bid to be Submitted: One original plus <u>_____</u> copies


 ASSISTANT ENGINEER
 BERANI / JAM NAWAN ALI

14.6	Employer's address for the purpose of Bid submission: _____ Town Officer Town Committee Berani <i>[Insert postal address or location of bid box for delivery by hand.]</i>
15.1	Deadline for submission of bids: 11:00 AM on _____
16.1	Venue, time, and date of Bid opening: Venue: _____ Time: _____ Date: _____
16.4	Responsiveness of Bids: i) the Bid is valid till required period. (ii) the Bid prices are firm during currency of contract (if it is a fixed price bid) (iii) completion period offered is within specified limits. (iv) the Bidder is eligible to Bid and possesses the requisite experience, capability and qualification. (v) the Bid does not deviate from basic technical requirements and (vi) the Bids are generally in order, etc.
16.9	Evaluation Methods (iii) Price Adjustment for Deviations in Terms of Payment: If a bid deviates from the terms of payment/payment conditions as specified in the Conditions of Contract and if such deviation is considered acceptable to the Employer, mark-up earned for any earlier payments involved in the terms outlined in the Bid as compared to those stipulated in the Conditions of Contract shall be calculated at the mark-up rate of KIBOR + 2% and shall be added to the Corrected Total Bid Price for comparison purposes only.


ASSISTANT ENGINEER
BERANI / JAM NAWAN ALI

**LETTER OF BID
AND
SCHEDULES TO BID**



LETTER OF BID

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

To:

Gentleman,

1. Having examined the Bidding Documents including Instructions to Bidders, Bidding Data, Conditions of Contract, Specifications, Drawings and Bill of Quantities and Addenda Nos. _____ for the execution of the above-named Works, we, the undersigned, offer to execute and complete such Works and remedy any defects therein in conformity with the Conditions of Contract, Specifications, Drawings, Bill of Quantities and Addenda for the sum of Rs. _____ (Rupees _____) or such other sum as may be ascertained in accordance with the said Documents.
2. We understand that all the Appendices attached hereto form part of this Bid.
3. As security for due performance of the undertakings and obligations of this Bid, we submit herewith a Bid Security in the amount of Rupees _____ (Rs. _____) drawn in your favour or made payable to you and valid for a period of twenty eight (28) days beyond the period of validity of Bid.
4. We undertake, if our Bid is accepted, to commence the Works and to complete the whole of the Works comprised in the Contract within the time stated in Contract Data.
5. We agree to abide by this Bid for the period of _____ days from the date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
6. Unless and until a formal Agreement is prepared and executed, this Bid, together with your written acceptance thereof, shall constitute a binding contract between us.
7. We undertake, if our Bid is accepted, to execute the Performance Security referred to in Conditions of Contract for the due performance of the Contract.
8. We understand that you are not bound to accept the lowest or any bid you may receive.
9. We do hereby declare that the Bid is made without any collusion, comparison of figures or arrangement with any other person or persons making a bid for the Works

Dated this _____ day of _____ 20__

Signature: _____

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

(Name of Bidder in Block Capitals)

(Seal)

ASSISTANT ENGINEER
BERANI / JAWA NAWANGAL

Address: _____

Witness:

Signature: _____

Name: _____

Address: _____

Occupation _____

ASSISTANT ENGINEER
BERANI / JAM NAWAN ALI

Schedule -A to Bid

SCHEDULE OF PRICE

Sr. No.	Description	Page No.
1.	Preamble to Schedule of Prices.....	29
2.	Schedule of Prices.....	31
	* (a) Summary of Bid Prices	31
	* (b) Detailed Schedule of Prices	32

* [To be prepared by the Consultant/Engineer/Employer]

ASSISTANT ENGINEER
BERANI / JAM NAWAN AU



Schedule -A to Bid

SCHEDULE OF PRICE**Preamble****1. General**

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

2. Description

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

3. Units & Abbreviations

- 3.1 Units of measurement, symbols and abbreviations expressed in the Bidding Documents shall comply with the Systeme Internationale d' Unites (SI Units).

[Note: The abbreviations to be used in the Schedule of Prices to be defined by the Employer]

4. Rates and Prices

- 4.1 Except as otherwise expressly provided under the Conditions of Contract, the rates and amounts entered in the Schedule of Prices shall be the rates at which the Contractor shall be paid and shall be the full inclusive value of the works set forth or implied in the Contract; except for the amounts reimbursable, if any to the Contractor under the Contract.
- 4.2 Unless otherwise stipulated in the Contract Data, the rates and prices entered by the bidder shall not be subject to adjustment during the performance of the Contract.
- 4.3 All duties, taxes and other levies payable by the Contractor shall be included in the rates and prices.
- 4.4 The whole cost of complying with the provisions of the Contract shall be included in the items provided in the Schedule of Prices, and where no items are provided, the cost shall be deemed to be distributed among the rates and prices entered for the related items of the Works and no separate payment will be made for those items.

The rates, prices and amounts shall be entered against each item in the Schedule of Prices. Any item against which no rate or price is entered by the bidder will not be paid for by the Employer when executed and shall be deemed covered by the rates and prices for other items in the Schedule of Prices.

ASSISTANT ENGINEER
BERANI / JAM NAWAN ALI

Schedule -A to Bid

- 4.5 (a) The bidder shall be deemed to have obtained all information as to and all requirements related thereto which may affect the bid price.
- *(b) The Contractor shall be responsible to make complete arrangements for the transportation of the Plant to the Site.

**[Employer may modify as appropriate]*

5. Bid Prices**5.1 Break-up of Bid Prices**

The various elements of Bid Prices shall be quoted as detailed by the Employer in the format of Schedule of Prices.

The bidder shall recognize such elements of the costs which he expects to incur the performance of the Works and shall include all such costs in the rates and amounts entered in the Schedule of Prices.

5.2 Total Bid Price

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

6. Provisional Sums

- 6.1 Provisional Sums included and so designated in the Schedule of Prices if any, shall be expended in whole or in part at the direction and discretion of the Engineer/Employer. The Contractor will only receive payment in respect of Provisional Sums if he has been instructed by the Engineer/Employer to utilise such sums.

ASSISTANT ENGINEER
BERANI/ JAM NAWAN ALI

OFFICE OF THE TOWN COMMITTEE BERANI DISTRICT SANGHAR

SCHEDULE-B

Name of work: Repair of Fire Brigade Town Committee Berani

S/No	Descripton	Quantity	Unit	Amount
1	Repair of Fire Brigade TC Berani	1		300,000
			Total	300000.00

Termes & Conditions:

- 1 All works shall be carried out a per specification covered will be Public Health Engineering Local Government Department Hyderabad and other specification of other department as directed by Engineer Incharge.
- 2 No payment of cortage of material involved in the work will made to the contractor separately.
- 3 All construction material will be brought by the contractor fromt the firm qury and specified to the Estimate.
- 4 Any error mission in the rates and schedule-B will fererred to the approval estimate of the works and schedule of ra tes decide separately.
- 5 No perimum, will be allowed on non schedule items.



Assistant Engineer
Town Committee Berani

ASSISTANT ENGINEER
BERANI / JAMI NAWAN ALI

OFFICE OF THE TOWN COMMITTEE BERANI DISTRICT SANGHAR

SCHEDULE-B

Name of work: Construction surface drain Ward No. 1 TC Berani

S/No	Description	Quantity	Rate	Unit	Amount
1	Excavation in foundation of building and other structure i/c dag bellong dressing refilling around the structure with excavated earth watering and ramming lead up to chain and lift up to 5' (In ordinary soil) GSI 18(b)P(4)	1378.00	3176.25	P0%Cft	10592.00
2	Cement concrete Brick Ballast 1 1/2 to 2" Guage Ratio 1:4:8	1378.00	11288.75	P%Cft	94113.00
3	Pucca brick work in foundation and plinth in cement sand mortar (1:6) (GSI No. 4(e)P(21)	1378.00	11948.00	P%Cft	308716.00
4	Construction of standard open drains conute block of CC (1:2:4) in situ to design profile i/c cost of mould as per drawing i/c s/f cost of cement 1/32" thick to the exposed surface finishing smooth curing etc complete as detailed drawing (PHSI NO 17 P/58)	1378.00	94.00	P/ Rft	129532.00
5	Cement plaster (1:4) upto 20' height 1/2" thick.(GSI No:11(b)P/52).	1378.00	2283.93	P%Sft	101971.00
6	RCC work i/c all labour and material except the cost of steel reinforcement and its labour for bending and binding which will be paid separately. This rate also includes all kinds of forms mould lifting shuttering curing rendering and finishing the exposed surface (i/c screening and washing of shingle)a RCC work in roofs slabs beams columns rafts lintels and other structural members laid in situ or precast laid in position complete the all respect (I) Ratio 1:2:4 90 lbs cement 2cft sand 4 cft shingle 1/8" to 1/4" guage (GSI No. 6 (a) P-17).	127.776	337.00	P%Cft	43061.00
7	Fabrication of mild steel reinforcement cement concrete i/c cutting bending laying in position and fastening i/c cost of binding wire etc.(GSI No:8(b)P-17)	513.00	5001.70	P/Cwt	25659.00
				Total	713644.00

Terms & Conditions:

- 1 All works shall be carried out a per specification covered will be Public Health Engineering Local Government Department Hyderabad and other specification of other department as directed by Engineer Incharge.
- 2 No payment of cortage of material involved in the work will made to the contractor separately.
- 3 All construction material will be brought by the contractor fromt the firm qury and specified to the Estimate.
- 4 Any error mission in the rates and schedule-B will ferferred to the approval estimate of the works and schedule of ra tes decide sepatetaly.
- 5 No perimum, will be allowed on non schedule items.


Assistant Engineer
Town Committee Berani

ASSISTANT ENGINEER
BERANI / JAM NAWAN ALI

OFFICE OF THE TOWN COMMITTEE BERANI DISTRICT SANGHAR

SCHEDULE-B

Name of work: Construction surface drain Ward No. 3 TC Berani

S/No	Description	Quantity	Rate	Unit	Amount
1	Excavation in foundation of building and other structure i/c dag belling dressing refilling around the structure with excavated earth watering and ramming lead up to chain and lift up to 5' (In ordinary soil) GSI 18(b)P(4)	3308.00	3176.25	P0%Cft	10507.00
2	Cement concrete Brick Ballast 1 1/2 to 2" Guage Ratio 1:4:8	827.04	11288.75	P%Cft	93362.00
3	Pucca brick work in foundation and plinth in cement sand mortar (1:6) (GSI No. 4(e)P(21)	2563.13	11948.36	P%Cft	306251.00
4	Construction of standard open drains conute block of CC (1:2:4) in situ to design profile i/c cost of mould as per drawing i/c s/f cost of cement 1/32" thick to the exposed surface finishing smooth curing etc complete as detailed drawing (PHSI NO 17 P/58)	1367.00	94.00	P/ Rft	128498.00
5	Cement plaster (1:4) upto 20' height 1/2" thick.(GSI No:11(b)P/52).	4429.08	2283.93	P%Sft	101157.00
6	RCC work i/c all labour and material except the cost of steel reinforcement and its labour for bending and binding which will be paid separately This rate also includes all kinds of forms mould lifting shuttering curing rendering and finishing the exposed surface (i/c screening and washing of shingle)a RCC work in roofs slabs beams columns rafts lintels and other structural members laid in situ or precast laid in position complete the all respect (1) Ratio 1:2:4 90 lbs cement 2cft sand 4 cft shingle 1/8" to 1/4" guage (GSI No. 6 (a) P-17)	127.776	337.00	P%Cft	43061.00
7	Fabrication of mild steel reinforcement cement concrete i/c cutting bending laying in position and fastening i/c cost of binding wire etc.(GSI No:8(b)P-17)	513.00	5001.70	P/Cwt	25659.00
				Total	708495.00

Terms & Conditions:

- 1 All works shall be carried out a per specification covered will be Public Health Engineering Local Government Department Hyderabad and other specification of other department as directed by Engineer Incharge.
- 2 No payment of cortage of material involved in the work will made to the contractor separately.
- 3 All construction material will be brought by the contractor fromt the firm qury and specified to the Estimate.
- 4 Any error mission in the rates and schedule-B will fererred to the approval estimate of the works and schedule of ra tes decide sepatately.
- 5 No perimum, will be allowed on non schedule items.



Assistant Engineer
Town Committee Berani

ASSISTANT ENGINEER
BERANI / JAM NAWAN ALI

OFFICE OF THE TOWN COMMITTEE BERANI DISTRICT SANGHAR

SCHEDULE-B

Name of work: Construction surface drain Ward No. 4 TC Berani

S/No	Description	Quantity	Rate	Unit	Amount
1	Excavation in foundation of building and other structure i/c dag belling dressing refilling around the structure with excavated earth watering and ramming lead up to chain and lift up to 5' (In ordinary soil) GSI 18(b)P(4)	3282.00	3176.25	P0%Cft	10423.00
2	Cement concrete Brick Ballast 1 1/2 to 2" Guage Ratio 1:4:8	820.38	11288.75	P%Cft	92611.00
3	Pucca brick work in foundation and plinth in cement sand mortar (1:6) (GSI No. 4(e)P/21)	2542.50	11948.36	P%Cft	303787.00
4	Construction of standard open drains conute block of CC (1:2:4) in situ to design profile i/c cost of mould as per drawing i/c s/f cost of cement 1/32" thick to the exposed surface finishing smooth curing etc complete as detailed drawing (PHSI NO 17 P/58)	1356.00	94.00	P/ Rft	127464.00
5	Cement plaster (1:4) upto 20" height 1/2" thick (GSI No:11(b)P:52).	4393.44	2283.93	P%Sft	100343.00
6	RCC work i/c all labour and material except the cost of steel reinforcement and its labour for bending and binding which will be paid separately. This rate also includes all kinds of forms mould lifting shuttering curing rendering and finishing the exposed surface (i.e screening and washing of shingle)a RCC work in roofs slabs beams columns raftis lintels and other structural members laid in situ or precast laid in position complete the all respect (D) Ratio 1:2:4 90 lbs cement 2cft sand 4 cft shingle 1/8" to 3/4" guage. (GSI No: 6 (a) P-17).	127.776	337.00	P%Cft	43060.00
7	Fabrication of mild steel reinforcement cement concrete i/c cutting bending laying in position and fastening i/c cost of binding wire etc. (GSI No:8(b)P-17)	513.00	5001.70	P/Cwt	25659.00
				Total	703347.00

Terms & Conditions:

- 1 All works shall be carried out a per specification covered will be Public Health Engineering Local Government Department Hyderabad and other specification of other department as directed by Engineer Incharge.
- 2 No payment of cortage of material involved in the work will made to the contractor separately.
- 3 All construction material will be brought by the contractor fromt the firm qury and specified to the Estimate.
- 4 Any error mission in the rates and schedule-B will ferferred to the approval estimate of the works and schedule of ra tes decide separately.
- 5 No perimum, will be allowed on non schedule items.

Assistant Engineer
Town Committee Berani

ASSISTANT ENGINEER
BERANI / JAM NAWAN ALI

OFFICE OF THE TOWN COMMITTEE BERANI DISTRICT SANGHAR

SCHEDULE-B

S/No	Name of work	Quantity	Unit	Amount
1	Providing of sewing machines T.C Berani Ward No.2	80 Nos	Each	

Termes & Conditions:

- 1 All works shall be carried out a per specification covered will be Local Government Department and other specification of other department as directed by Engineer Incharge.
- 2 No payment of cortage of material involved in the work will made to the contractor separately.
- 3 All construction material will be brought by the contractor fromt the firm qury and specified to the Estimate.
- 4 Any error mission in the rates and schedule-B will ferferred to the approval estimate of the works and schedule of ra tes decide sepatally.
- 5 No perimum, will be allowed on non schedule items.



Assistant Engineer
Town Committee Berani

ASSISTANT ENGINEER
BERANI / JAM NAWAN ALI

OFFICE OF THE TOWN COMMITTEE BERANI DISTRICT SANGHAR

SCHEDULE-B

S/No	Name of work	Quantity	Unit	Amount
1	Providing of sewing machines ward No. 5	100 Nos	Each	

Termes & Conditions:

- 1 All works shall be carried out a per specification covered will be Local Government Department and other specification of other department as directed by Engineer Incharge.
- 2 No payment of cortage of material involved in the work will made to the contractor separately.
- 3 All construction material will be brought by the contractor fromt the firm qury and specified to the Estimate.
- 4 Any error mission in the rates and schedule-B will ferferred to the approval estimate of the works and schedule of ra tes decide separetaly.
- 5 No perimum, will be allowed on non schedule items.



Assistant Engineer
Town Committee Berani

ASSISTANT ENGINEER
BERANI, JAMSHEDPUR, JHARKHAND

OFFICE OF THE TOWN COMMITTEE BERANI DISTRICT SANGHAR

SCHEDULE-B

S/No	Name of work	Quantity	Unit	Amount
1	Providing and supplying liveries for lower staff	100 Nos	Each	

Termes & Conditions:

- 1 All works shall be carried out a per specification covered will be Local Government Department and other specification of other department as directed by Engineer Incharge.
- 2 No payment of cortage of material involved in the work will made to the contractor separately.
- 3 All construction material will be brought by the contractor fromt the firm qury and specified to the Estimate.
- 4 Any error mission in the rates and schedule-B will ferferred to the approval estimate of the works and schedule of ra tes decide separately.
- 5 No perimum, will be allowed on non schedule items.



Assistant Engineer
Town Committee Berani
ASSISTANT ENGINEER
BERANI / JAIM NAWAN ALI

OFFICE OF THE TOWN COMMITTEE BERANI DISTRICT SANGHAR

SCHEDULE-B

S/No	Name of work	Quantity	Unit	Amount
1	Providing and supplying of Hand pumps TC Berani	100 Nos	Each	

Termes & Conditions:

- 1 All works shall be carried out as per specification covered will be Local Government Department and other specification of other department as directed by Engineer Incharge.
- 2 No payment of cortage of material involved in the work will made to the contractor separately.
- 3 All construction material will be brought by the contractor fromt the firm qury and specified to the Estimate.
- 4 Any error mission in the rates and schedule-B will ferferred to the approval estimate of the works and schedule of ra tes decide sepataly.
- 5 No perimum, will be allowed on non schedule items.



Assistant Engineer
Town Committee Berani

ASSISTANT ENGINEER
BERANI / JAM NAWAN ALI

OFFICE OF THE TOWN COMMITTEE BERANI DISTRICT SANGHAR

SCHEDULE-B

S/No	Name of work	Quantity	Unit	Amount
1	Providing of Fumigation spray machines TC Berate	02 Nos	Each	

Termes & Conditions:

- 1 All works shall be carried out a per specification covered will be Local Government Department and other specification of other department as directed by Engineer Incharge.
- 2 No payment of cortage of material involved in the work will made to the contractor separately.
- 3 All construction material will be brought by the contractor fromt the firm qury and specified to the Estimate.
- 4 Any error mission in the rates and schedule-B will ferferred to the approval estimate of the works and schedule of ra tes decide separately.
- 5 No perimum, will be allowed on non schedule items.



Assistant Engineer
Town Committee Berani

ASSISTANT ENGINEER
BERANI / JAM NAWANALI

OFFICE OF THE TOWN COMMITTEE BERANI DISTRICT SANGHAR

SCHEDULE-B

S/No	Name of work	Quantity	Unit	Amount
1	Purchasing of Dewatering machines	03 Nos	Each	

Termes & Conditions:

- 1 All works shall be carried out a per specification covered will be Local Government Department and other specification of other department as directed by Engineer Incharge.
- 2 No payment of cortage of material involved in the work will made to the contractor separately.
- 3 All construction material will be brought by the contractor fromt the firm qury and specified to the Estimate.
- 4 Any error mission in the rates and schedule-B will ferferred to the approval estimate of the works and schedule of ra tes decide sepatetaly.
- 5 No perimum, will be allowed on non schedule items.



Assistant Engineer
Town Committee Berani

ASSISTANT ENGINEER
BERANI / JAM NAWAN ALI

OFFICE OF THE TOWN COMMITTEE BERANI DISTRICT SANGHAR

SCHEDULE-B

S/No	Name of work	Quantity	Unit	Amount
1	Providing of Water bowzer 2500 Galloon with all accessoreis	01 No	Each	

Termes & Conditions:

- 1 All works shall be carried out a per specification covered will be Local Government Department and other specification of other department as directed by Engineer Incharge.
- 2 No payment of cortage of material involved in the work will made to the contractor separately.
- 3 All construction material will be brought by the contractor fromt the firm qury and specified to the Estimate.
- 4 Any error mission in the rates and schedule-B will ferferred to the approval estimate of the works and schedule of ra tes decide separetaly.
- 5 No perimum. will be allowed on non schedule items.



Assistant Engineer
Town Committee Berani

ASSISTANT ENGINEER
BERANI / JAM NAYAN ALI

OFFICE OF THE TOWN COMMITTEE BERANI DISTRICT SANGHAR

SCHEDULE-B

S/No	Name of work	Quantity	Unit	Amount
1	Purchasing of front blade for tractor removing garbage TC Berani	01 No	Each	

Terms & Conditions:

- 1 All works shall be carried out as per specification covered will be Local Government Department and other specification of other department as directed by Engineer Incharge.
- 2 No payment of cartage of material involved in the work will made to the contractor separately.
- 3 All construction material will be brought by the contractor from the firm quarry and specified to the Estimate.
- 4 Any error or omission in the rates and schedule-B will be referred to the approval estimate of the works and schedule of rates decided separately.
- 5 No premium will be allowed on non schedule items.



Assistant Engineer
Town Committee Berani

ASSISTANT ENGINEER
BERANI / JAMNAWAN ALI

OFFICE OF THE TOWN COMMITTEE BERANI DISTRICT SANGHAR

SCHEDULE-B

S/No	Name of work	Quantity	Unit	Amount
1	Purchasing of Sunction machine for cleaning main holes TC Berani	02 Nos	Each	

Termes & Conditions:

- 1 All works shall be carried out a per specification covered will be Local Government Department and other specification of other department as directed by Engineer Incharge.
- 2 No payment of cortage of material involved in the work will made to the contractor separately.
- 3 All construction material will be brought by the contractor fromt the firm qury and specified to the Estimate.
- 4 Any error mission in the rates and schedule-B will ferferred to the approval estimate of the works and schedule of ra tes decide separately.
- 5 No perimum, will be allowed on non schedule items.

Assistant Engineer
Town Committee Berani

ASSISTANT ENGINEER
BERANI / JAMINAWAN ALI

OFFICE OF THE TOWN COMMITTEE BERANI DISTRICT SANGHAR

SCHEDULE-B

S/No	Name of work	Quantity	Unit	Amount
1	Purchasing of Chingchi Bike with wooden frame for fumigation machine	02 Nos	Each	

Terms & Conditions:

- 1 All works shall be carried out as per specification covered will be Local Government Department and other specification of other department as directed by Engineer Incharge.
- 2 No payment of cartage of material involved in the work will made to the contractor separately.
- 3 All construction material will be brought by the contractor from the firm query and specified to the Estimate.
- 4 Any error mission in the rates and schedule-B will ferferred to the approval estimate of the works and schedule of rates decide separately.
- 5 No perimum, will be allowed on non schedule items.



Assistant Engineer
Town Committee Berani

ASSISTANT ENGINEER
BERANI / JAM NAWAZ ALI

OFFICE OF THE TOWN COMMITTEE BERANI DISTRICT SANGHAR

SCHEDULE-B

S/No	Name of work	Quantity	Unit	Amount
1	Purchasing and supplying Chingchi Rakhsha with Hydraulic Trolley United Company	04 Nos	Each	

Termes & Conditions:

- 1 All works shall be carried out a per specification covered will be Local Government Department and other specification of other department as directed by Engineer Incharge.
- 2 No payment of cortage of material involved in the work will made to the contractor separately.
- 3 All construction material will be brought by the contractor fromt the firm qury and specified to the Estimate.
- 4 Any error mission in the rates and schedule-B will fererred to the approval estimate of the works and schedule of ra tes decide separately.
- 5 No perimum, will be allowed on non schedule items.



Assistant Engineer
Town Committee Berani

ASSISTANT ENGINEER
BERANI / JAHANWAN ALI

OFFICE OF THE TOWN COMMITTEE BERANI DISTRICT SANGHAR

SCHEDULE-B

Name of work: Construction of Brick pavement of various places Ward No. 5 TC Berani

S/No	Description	Quantity	Unit	Amount
1	Barrow pit excavation undressed lead up to 100' (GSI No. 3 P/1)	33040.00	P0%Cft	69962.00
2	Earth work compaction laying earth in 6" layers leveling dressing and watering for compaction etc complete (GSI No. 13,P/14)	33040.00	P0%Cft	11696.00
3	Dry Brick on edge paving sand grouted i/cpreparation of bed by watering ramming to proper camber 1/2" thick mud plaster (GSI No. 5 P/40)	15104.00	P%Sft	577512.00
			Total	659170.00

Termes & Conditions:

- 1 All works shall be carried out a per specification covered will be Public Health Engineering Local Government Department Hyderabad and other specification of other department as directed by Engineer Incharge.
- 2 No payment of cortage of material involved in the work will made to the contractor separately.
- 3 All construction material will be brought by the contractor fromt the firm qury and specified to the Estimate.
- 4 Any error mission in the rates and schedule-B will ferferred to the approval estimate of the works and schedule of ra tes decide separetaly.
- 5 No perimum, will be allowed on non schedule items.



Assistant Engineer
Town Committee
Jam Nawaz Ali / Berani

ASSISTANT ENGINEER
BERANI

OFFICE OF THE TOWN COMMITTEE BERANI DISTRICT SANGHAR

SCHEDULE-B

Name of work: Repair Office TC Berani

S/No	Description	Quantity	Unit	Amount
1	Barrow pit excavation undressed lead up to 100' (GSI No. 3P/1)	2306.99	Cft	4885
	Earth work compaction laying earth in 6" layers leeling dressing and watering for compaction etc complete (GSI NO. 13/P4)	2306.99	Cft	817
	Cement concrete brick or stone ballast 1 1/2" to 2" gauge Ratio 1:4:8 (GSI NO. 4/17)	631.39	Cft	63668
	Providing and fixing 3/8 thick marble tiles of approved quality and color and shade size 8" x 4" x 4 in dado skiring and facig removal / tucking of existing plaster surface etc.....	1324.775	Cft	246461
2	White glazed tiles 1/4" thick dado jointed in white cement and laid over 1-2 cement sand mortar 3/4 hick including finishing....	363.56	Sft	10186
			Total	326017.00

Termes & Conditions:

- 1 All works shall be carried out a per specification covered will be Public Health Engineering Local Government Department Hyderabad and other specification of other department as directed by Engineer Incharge.
- 2 No payment of cortage of material involved in the work will made to the contractor separately.
- 3 All construction material will be brought by the contractor fromt the firm qury and specified to the Estimate.
- 4 Any error mission in the rates and schedule-B will ferferred to the approval estimate of the works and schedule of ra tes decide separetaly.
- 5 No perimum, will be allowed on non schedule items.



OFFICE OF THE TOWN COMMITTEE BERANI DISTRICT SANGHAR

SCHEDULE-B

Name of work: Repair Office TC Berani

S/No	Description	Quantity	Unit	Amount
1	Barrow pit excavation undressed lead up to 100' (GSI No. 3P/1)	2306.99	Cft	4885
	Earth work compaction laying earth in 6" layers leeling dressing and watering for compaction etc complete (GSI NO. 13/P4)	2306.99	Cft	817
	Cement concrete brick or stone ballast 1 1/2" to 2" gauge Ratio 1:4:8 (GSI NO. 4/17)	631.39	Cft	63668
	Providing and fixing 3/8 thick marble tiles of approved quality and color and shade size 8" x 4" x 4 in dado skiring and faicg removal / tucking of existing plaster surface etc.....	1324.775	Cft	246461
2	White glazed tiles 1/4" thick dado jointed in white cement and laid over 1:2 cement sand mortar 3 4 hick including finishing....	363.56	Sft	10186
			Total	326017.00

Termes & Conditions:

- 1 All works shall be carried out a per specification covered will be Public Health Engineering Local Government Department Hyderabad and other specification of other department as directed by Engineer Incharge.
- 2 No payment of cortage of material involved in the work will made to the contractor separately.
- 3 All construction material will be brought by the contractor fromt the firm qury and specified to the Estimate.
- 4 Any error mission in the rates and schedule-B will ferferred to the approval estimate of the works and schedule of ra tes decide separetaly.
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ASSIS AND ENGINEER
BERANI / DISTRICT SANGHAR

OFFICE OF THE TOWN COMMITTEE BERANI DISTRICT SANGHAR

SCHEDULE

Name of work: REPAIR OXIDATION POND DISPOSAL JAMRAO AND
DESILTING OF WATER SUPPLY TANKS NALLAH / NALI AT
BERANI TALUKA JAM NAWAZ ALI

S/No	Description	Quantity	Unit	Amount
1	Earth for slush Dadal Dewatering	145865.00	P% Cft	352993.00
2	Barrow pit excavation undressed lead upto 10'-00" ft height....	14625.00	P% Cft	30968.00
3	Earth work compaction laying earth in 6" layers leveling dressing and watering for compaction etc complete. (G.S.I. No. 13/P-4)	14625.00	P% Cft	5177.00
4	Cartage of earth 4 mile lead	14625.00	P% Cft	95042.00
			Total	484180.00

Terms & Conditions:

- 1 All works shall be carried out as per specification covered will be Local Government Department and other specification of other department as directed by Engineer Incharge.
- 2 No payment of cartage of material involved in the work will be made to the contractor separately.
- 3 All construction material will be brought by the contractor from the firm quarry and specified to the Estimate.
- 4 Any error or omission in the rates and schedule-B will be referred to the approval estimate of the works and schedule of rates decided separately.
- 5 No premium, will be allowed on non schedule items.



Assistant Engineer
Town Committee Berani

ASSISTANT ENGINEER
BERANI / JAM NAWAZ ALI

OFFICE OF THE TOWN COMMITTEE BERANI DISTRICT SANGHAR

SCHEDULE-B

Name of work: Construction of Brick pavement Ward No. 5 TC Berani

S/No	Descripton	Quantity	Unit	Amount
1	Barrow pit excavation undressed lead up to 100' (GSI No. 3 P/1)	32725.00	P0%Cft	69295.00
2	Earth work compaction laying earth in 6" layers leveling dressing and watering for compaction etc complete (GSI No. 13,P/14)	32725.00	P0%Cft	11585.00
3	Dry Brick on edge paving sand grouted i/cpreparaton of bed by watering ramiming to proper camber 1/2" thick mud plaster (GSI No. 5 P/40)	14960.00	P%Sft	572006.00
			Total	652886.00

Termes & Conditions:

- 1 All works shall be carried out a per specification covered will be Public Health Engineering Local Government Department Hyderabad and other specification of other department as directed by Engineer Incharge.
- 2 No payment of cortage of material involved in the work will made to the contractor separately.
- 3 All construction material will be brought by the contractor fromt the firm qury and specified to the Estimate.
- 4 Any error mission in the rates and schedule-B will ferferred to the approval estimate of the works and schedule of ra tes decide separetaly.
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Assistant Engineer
Town Committee Berani

ASSISTANT ENGINEER
BERANI / JAM WALMAN ALI

Schedule -B to Bid

SPECIFIC WORKS DATA

[Note:

To be prepared and incorporated by the Employer.

The Employer shall spell out the information & data required to be filled out by the bidder and to furnish complementary information.]

REGISTERED ENGINEER
BERANI / JAM NAWAN ALI

Schedule -C to Bid

WORKS TO BE PERFORMED BY SUBCONTRACTORS

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

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

Note:

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

ASSISTANT ENGINEER
BERANI/LAM NAWAN ALI

Schedule -D to Bid**PROPOSED PROGRAMME OF WORKS**

[Bidder shall provide a programme in a bar-chart showing the sequence of work items by which he proposes to complete the Works of the entire Contract. The programme should indicate the sequence of work items and the period of time during which he proposes to complete the Works including the activities like designing, schedule of submittal of drawings, ordering and procurement of materials, manufacturing, delivering, construction of civil works, erection, testing and commissioning of Works to be supplied under the Contract.]

ASSISTANT ENGINEER
BERANI / JAM NAWAN ALI

Schedule -E to Bid

METHOD OF PERFORMING WORKS

[The bidder is required to submit a narrative outlining the method of performing the Works. The narrative should indicate in detail and include but not be limited to:

- The sequence and methods in which he proposes to carry out the Works, including the number of shifts per day and hours per shift, he expects to work.
- A list of all major items of constructional and erectional plant, tools and vehicles proposed to be used in delivering/carrying out the Works at Site
- The procedure for installation of equipment and transportation of equipment and materials to the site.
- Organisation chart indicating head office & field office personnel involved in management, supervision and engineering of the Works to be done under the Contract.]

ASSISTANT ENGINEER
GERANI / RAIPALAN / KUALA

Schedule -F to Bid

**INTEGRITY PACT
DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC.
PAYABLE BY THE SUPPLIERS OF GOODS, SERVICES & WORKS IN
CONTRACTS WORTH RS. 10.00 MILLION OR MORE**

Contract No. _____
Contract Value: _____
Contract Title: _____

Dated _____

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

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

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

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

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

Name of Buyer:
Signature:
[Seal]

Name of Seller/Supplier:
Signature:
[Seal]

ASSISTANT ENGINEER
BERANI / JAL. RAJANWAR

CONDITIONS OF CONTRACT



CONDITIONS OF CONTRACT

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CONDITIONS OF CONTRACT

1. GENERAL PROVISIONS

- 1.1 Definitions In the Contract as defined below, the words and expressions defined shall have the following meanings assigned to them, except where the context requires otherwise.

The Contract

- 1.1.1 "Contract" means the Contract Agreement and the other documents listed in the Sub Clause 1.3 below.
- 1.1.2 "Specifications" means the document as listed in the Contract Data, including Employer's requirements in respect of design to be carried out by the Contractor (if any), and any Variation to such document.
- 1.1.3 "Drawings" means the Employer's drawings of the Works as listed in the Contract Data, and any Variation to such drawings.

Persons

- 1.1.4 "Employer" means the person named in the Contract Data and the legal successors in title to this person, but not (except with the consent of the Contractor) any assignee.
- 1.1.5 "Contractor" means the person named in the Contract Data and the legal successors in title to this person, but not (except with the consent of the Employer) any assignee.
- 1.1.6 "Party" means either the Employer or the Contractor

Dates, Times and Periods

- 1.1.7 "Commencement Date" means the date 14 days after signing of the Contract Agreement.
- 1.1.8 "Day" means a calendar day.
- 1.1.9 "Time for Completion" means the time for completing the Works as stated in the Contract Data (or as extended under Sub-Clause 7.3), calculated from the Commencement Date.

Money and Payments

- 1.1.10 "Contract Price" means the amount stated in the Letter of Acceptance for execution, completion of works and the remedying of any defects including adjustments in accordance with the contract.
- 1.1.11 "Cost" means all expenditure properly incurred (or to be incurred) by the Contractor, whether on or off the Site, including overheads and similar charges but does not include any allowance for profit.

Other Definitions

ASSISTANT ENGINEER
BERANI JULIA NAWAN ALI

- 1.1.12 "Contractor's Equipment" means all machinery, apparatus and other things required for the execution of the Works but does not include Materials or Plant intended to form part of the Works.
- 1.1.13 "Country" means the Islamic Republic of Pakistan.
- 1.1.14 "Employer's Risks" means those matters listed in Sub-Clause 6.1.
- 1.1.15 "Force Majeure" means an event or circumstance which makes performance of a Party's obligations illegal or impracticable and which is beyond that Party's reasonable control.
- 1.1.16 "Materials" means things of all kinds (other than Plant) to be supplied and incorporated in the Works by the Contractor.
- 1.1.17 "Plant" means the machinery and apparatus intended to form or forming part of the Works.
- 1.1.18 "Site" means the places provided by the Employer where the Works are to be executed, and any other places specified in the Contract as forming part of the Site.
- 1.1.19 "Variation" means a change which is instructed by the Engineer/Employer under Sub-Clause 10.1.
- 1.1.20 "Works" means any or all the works whether Supply, Installation, Construction etc. and design (if any) to be performed by the Contractor including temporary works and any variation thereof.
- 1.1.21 "Engineer" means the person notified by the Employer to act as Engineer for the purpose of the Contract and named as such in Contract Data.
- 1.1.22 "Taking-Over Certificate" means a certificate issued pursuant to Clause 8.
- 1.1.23 "Performance Certificate" means a certificate issued pursuant to Clause 9.
- 1.1.24 "Defects Notification Period" is the period pursuant to Sub-Clause 9.1 and calculated from the date of issue of the Taking Over Certificate.
- 1.1.25 "Adjudicator" means the person appointed jointly by the Employer and the Contractor to resolve disputes in the first instance, as provided for in Clause 15, [Resolution of Disputes].
- 1.2 Interpretation Words importing persons or parties shall include firms and organisations. Words importing singular or one gender shall include plural or the other gender where the context requires.
- 1.3 Priority of Documents The documents forming the Contract are to be taken as mutually explanatory of one another. If an ambiguity or discrepancy is found in the documents, the priority of the documents shall be in accordance with the order as listed in the Contract Data.
- 1.4 Law The law of the Contract is the relevant Law of Islamic Republic of

Pakistan.

- 1.5 Communications All Communications related to the Contract shall be in English language.
- 1.6 Statutory Obligations The Contractor shall comply with the Laws of Islamic Republic of Pakistan and shall give all notices and pay all fees and other charges in respect of the Works.

2. THE EMPLOYER

- 2.1 Provision of Site The Employer shall provide the Site and right of access thereto at the times stated in the Contract Data.
- 2.2 Permits etc The Employer shall, if requested by the Contractor, assist him in applying for permits, licences or approvals which are required for the Works.
- 2.3 Engineer's / Employer's Instructions The Contractor shall comply with all instructions given by the Employer or the Engineer, in respect of the Works including the suspension of all or part of the Works.
- 2.4 Approvals No approval or consent or absence of comment by the Engineer/Employer shall affect the Contractor's obligations.

3. ENGINEER'S/EMPLOYER'S REPRESENTATIVES

- 3.1 Authorised Person The Employer shall appoint a duly authorized person to act for him and on his behalf for the purposes of this Contract. Such authorized person shall be duly identified in the Contract Data or otherwise notified in writing to the Contractor as soon as he is so appointed. In either case the Employer shall notify the Contractor, in writing, the precise scope of the authority of such authorized person at the time of his appointment.
- 3.2 Engineer's Representative The name and address of Engineer's Representative is given in Contract Data. However the Contractor shall be notified by the Engineer, the delegated duties and authority before the Commencement of Works.
- 3.3 Engineer's Authority The Engineer appointed by the Employer, named in the Contract Data, or notified by the Employer to the Contractor from time to time, shall obtain prior approval of the Employer before exercising powers of the Employer, under or in connection with the Sub Clauses: 4.3, 5.1, 7.3, 8.2, 9.1, 10.1, 10.2, 12.1, 12.3, 12.4, 13.2, 14.2, and 15.1 to 15.5.

4. THE CONTRACTOR

- 4.1 General Obligations The Contractor shall carry out the Works properly and in accordance with the Contract. The Contractor shall provide all supervision, labour, Materials, Plant and Contractor's Equipment which may be required.
- 4.2 Contractor's The Contractor shall appoint a representative at site on full time basis to supervise the execution of work and to receive instructions on

- Representative behalf of the Contractor but only after obtaining the consent of the Employer for such appointment which consent shall not be unreasonable withheld by the Employer. Such authorized representative may be substituted/replaced by the Contractor at any time during the Contract Period but only after obtaining the consent of the Employer as aforesaid.
- 4.3 Subcontracting The Contractor shall not subcontract the whole of the Works. The Contractor shall not subcontract any part of the Works without the consent of the Employer.
- 4.4 Performance Security The Contractor shall furnish to the Employer within fourteen (14) days after receipt of Letter of Acceptance a Performance Security at the option of the bidder, in the form of Bank Draft or Bank Guarantee from a Scheduled Bank or an Insurance Company having atleast AA rating from PACRA/JCR for the amount and validity specified in Contract Data.
- The Performance Security of a Joint Venture must be in the name of Joint Venture submitting the Bid. The cost of complying with requirements of this Sub Clause- shall be borne by the Contractor.

5. DESIGN BY CONTRACTOR

- 5.1 Contractor's Design The Contractor shall carry out design to the extent specified, as referred to in the Contract Data. The Contractor shall promptly submit to the Engineer/Employer all designs prepared by him. Within fourteen (14) days of receipt the Engineer/Employer shall notify any comments or, if the design submitted is not in accordance with the Contract, shall reject it stating the reasons. The Contractor shall not construct any element of the Works designed by him within fourteen (14) days after the design has been submitted to the Engineer/Employer or which has been rejected. Design that has been rejected shall be promptly amended and resubmitted. The Contractor shall resubmit all designs commented on taking these comments into account as necessary.
- 5.2 Responsibility for Design The Contractor shall remain responsible for his bided design and the design under this Clause, both of which shall be fit for the intended purposes defined in the Contract and he shall also remain responsible for any infringement of any patent or copyright in respect of the same. The Engineer/Employer shall be responsible for the Specifications and Drawings.

6. EMPLOYER'S RISKS

- 6.1 The Employer's Risks The Employer's Risks are:
- a) war, hostilities (whether war be declared or not), invasion, act of foreign enemies, within the Country;
 - b) rebellion, terrorism, revolution, insurrection, military or usurped power, or civil war, within the Country;
 - c) riot, commotion or disorder by persons other than the Contractor's personnel and other employees including the personnel and employees of Sub-Contractors, affecting the Site and/or the Works;

- d) ionising radiations, or contamination by radio-activity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radio-active toxic explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component of such an assembly, except to the extent to which the Contractor/Sub-Contractors may be responsible for the use of any radio-active material;
- e) Pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds;
- f) use or occupation by the Employer of any part of the Works, except as may be specified in the Contract;
- g) late handing over of sites, anomalies in drawings, late delivery of designs and drawings of any part of the Works by the Employer's personnel or by others for whom the Employer is responsible;
- h) a suspension under Sub-Clause 2.3 unless it is attributable to the Contractor's failure;
- i) physical obstructions or physical conditions other than climatic conditions, encountered on the Site during the performance of the Works, for which the Contractor immediately notified to the Employer and accepted by the Employer; and
- j) any change to the law of the Contract after the date of the Contractor's offer as stated in the Agreement.

7. TIME FOR COMPLETION

- 7.1 Execution of the Works The Contractor shall commence the Works on the Commencement Date and shall proceed expeditiously and without delay and shall complete the Works, subject to Sub-Clause 7.3 below, within the Time for Completion.
- 7.2 Programme Within the time stated in the Contract Data, the Contractor shall submit to the Engineer/Employer a programme for the Works in the form stated in the Contract Data.
- 7.3 Extension of Time The Contractor shall, within 7 days, notify the Employer/Engineer of any event(s) falling within the scope of Sub Clause - 6.1 or 10.3 of these Conditions of Contract and request the Employer/Engineer for a reasonable extension in the time for the completion of Works. The Employer/Engineer shall determine such reasonable extension of time as may be justified in the light of the details/particulars supplied by the Contractor. Further in connection with the such determination by the Employer/Engineer, the Employer shall extend the Time for Completion.
- 7.4 Late Completion If the Contractor fails to complete the Works within the Time for Completion, the Contractor's only liability to the Employer for such failure shall be to pay the amount stated in the Contract Data for each day for which he fails to complete the Works.

8. TAKING-OVER

- 8.1 Completion The Contractor may notify the Engineer/Employer when he considers that the Works are complete.

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- 8.2 Taking-Over Notice
- Within fourteen (14) days of the receipt of the said notice of completion from the Contractor the Employer/Engineer shall either takeover the completed Works and issue a Taking Over Certificate of Completion to that effect or shall notify the Contractor his reasons for not taking-over the Works. While issuing the Taking Over Certificate of Completion as aforesaid, the Employer/Engineer may identify any outstanding items of work which the Contractor shall undertake during the Defects Notification Period.

9. REMEDYING DEFECTS

- 9.1 Remediating Defects
- The Contractor shall during Defects Notification Period stated in the Contract Data from the date of issue of the Taking Over Certificate carry out, at no cost to the Employer, repair and rectification work which is necessitated by the earlier execution of poor quality of work or use of below specifications material in the execution of Works and which is so identified by the Employer/Engineer in writing within such period. Upon expiry of such period, and subject to the Contractor's fulfillment of aforesaid obligations, the Employer/Engineer shall issue a Performance Certificate whereupon all obligations of the Contractor under this Contract shall come to an end.

Failure to remedy any such defects or complete outstanding work within a reasonable time shall entitle the Employer to carry out all necessary works at the Contractor's cost. However, the cost of remedying defects not attributable to the Contractor shall be valued as a Variation.

- 9.2 Uncovering and Testing
- The Engineer/Employer may give instruction as to the uncovering and/or testing of any work. Unless as a result of an uncovering and/or testing it is established that the Contractor's design, Materials, Plant or workmanship are not in accordance with the Contract, the Contractor shall be paid for such uncovering and/or testing as a Variation in accordance with Sub-Clause 10.2.

10. VARIATIONS AND CLAIMS

- 10.1 Right to Vary
- The Employer/Engineer may issue Variation Order(s) in writing. Where for any reason it has not been possible for the Employer/Engineer to issue such Variations Order(s), the Contractor may confirm any verbal orders given by the Employer/Engineer in writing and if the same are not refuted/denied by the Employer/Engineer within seven (7) days of the receipt of such confirmation the same shall be deemed to be a Variation Orders for the purposes of this Sub-Clause.

- 10.2 Valuation of Variations

Variations shall be valued as follows:

- a) where appropriate, at rates in the Contract, or
- b) in the absence of appropriate rates, the rates in the Contract shall be used as the basis for valuation, or failing which
- c) at appropriate new rates, as may be agreed or which the

Engineer/Employer considers appropriate, or

d) at a lump sum price agreed between the Parties.

10.3 Early Warning

The Contractor shall notify the Engineer/Employer in writing promptly within 7 days as he is aware of any event or circumstance which may delay or disrupt the Works, or which may give rise to a claim for additional payment. The Contractor shall take all reasonable steps to minimize these effects.

Within 28 days of giving above notice, the Contractor shall send to the Engineer/Employer an account giving detailed particulars of entitlement to extension of time for completion, the amount claimed and the grounds upon which the claim is based.

If the Contractor fails to comply with any of the above provisions of this Sub Clause in respect of any claim which he seeks to make, his entitlement to extension of time and payment in respect thereof or any cost claim, shall not exceed such extension of time and amount as the Engineer/Employer so determines.

10.4. Valuation of Claims

If the Contractor incurs Cost as a result of any of the Employer's Risks, the Contractor shall be entitled to the amount of such Cost. If as a result of any Employer's Risk, it is necessary to change the Works, this shall be dealt with as a Variation subject to Contractor's notification for intention of claim to the Engineer/Employer within fourteen (14) days of the occurrence of cause.

10.5 Variation and Claim Procedure

The Contractor shall submit to the Engineer/Employer an itemised make-up of the value of variations and claims within twenty eight (28) days of the instruction or of the event giving rise to the claim. The Engineer/Employer shall check and if possible agree the value. In the absence of agreement, the Employer shall determine the value.

11. CONTRACT PRICE AND PAYMENT

11.1 Terms of Payments

The amount due to the Contractor under any Interim Payment Certificate issued by the Engineer pursuant to this Sub Clause, or to any other terms of the Contract, shall, subject to Sub Clause 7.4, be paid by the Employer to the Contractor after such Interim Payment Certificate has been Certified by the Engineer, or, in the case of the Final Certificate referred to in Sub Clause 11.5, after such Final Payment Certificate has been Certified by the Engineer. In the event of the failure of the Employer to make payment within the specified, the Employer shall pay to the Contractor compensation at the one month rate of KIBOR+2% per annum, upon all sums unpaid from the date by which the same should have been paid. The provisions of this Sub Clause are without prejudice to the Contractor's entitlement under Sub Clause 12.2.

11.2 Valuation of the Works

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

11.3 Works to be measured

The Engineer shall, except as otherwise stated, ascertain, measure and determine the value of the Works in accordance with the above Sub Clause, subject to Contract Clause 10, and the Contractor shall be paid accordingly.

The Works shall be measured net, notwithstanding any general or local custom, except where otherwise provided for in the Contract.

11.4 Monthly Statements

The Contractor shall be entitled to be paid at monthly intervals the value of works executed.

The Contractor shall submit each month to the Engineer/ Employer a statement showing the amounts to which he considers himself entitled, and Progress of work executed during the month.

11.5 Interim Payments

Within a period not exceeding seven (7) days from the date of submission of a statement for interim payment by the Contractor, the Engineer shall verify the same and within a period not exceeding thirty (30) days from the said date of submission by the Contractor, the Employer shall pay to the Contractor the sum verified by the Engineer less retention money at the rate stated in the Contract Data.

11.6 Retention Money

One half of the retention shall be paid by the Employer to the Contractor within 14 days after issuing the Taking Over Certificate under Sub Clause 8.2. The balance amount of the retention shall be paid by the Employer to the Contractor within 14 days after issuance of Performance Certificate.

11.7 Final Payment

Within twenty one (21) days from the date of issuance of the Performance Certificate the Contractor shall submit a final account to the Engineer to certify and the Engineer shall certify the same within fourteen (14) days from the date of submission and forward the same to the Employer together with any documentation reasonably required to enable the Employer to ascertain the final contract value.

Within sixty (60) days from the date of receipt of the certified final account from the Engineer, the Employer shall pay to the Contractor any amount due to the Contractor. While making such payment the Employer may, for reasons to be given to the Contractor in writing, withhold any part or parts of the certified amount.

11.8 Currency

Payment shall be made in the Pak. Rs.

11.9 Advance payment

a) An interest-free Advance stated in Contract Data shall be paid by the Employer to the Contractor upon submission by the Contractor the Performance Security and an Advance Guarantee for the full amount of the Advance in the specified form from a Scheduled Bank acceptable to the Employer, within 14 days after signing of the Contract Agreement or date of receipt of Engineer's Notice to Commence.

b) This Advance shall be recovered within scheduled completion period on basis of equal monthly installments.

11.10 Price Adjustment

The Employer may where required shall include Price Adjustments Provisions in accordance with Clause 13 of PEC Standard Bidding Documents for Civil Works.

12. DEFAULT

12.1 Default by

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

- Contractor** a valid instruction of the Engineer/Employer or fails to proceed expeditiously and without delay, or is, despite a written complaint, in breach of the Contract, the Employer may give notice referring to this Sub-Clause and stating the default.
- If the Contractor has not taken all practicable steps to remedy the default within fourteen (14) days after receipt of the Employer's notice, the Employer may by a second notice given within a further twenty one (21) days, terminate the Contract. The Contractor shall then demobilise from the Site leaving behind any Contractor's Equipment which the Employer instructs, in the second notice, to be used for the completion of the Works at the risk and cost of the Contractor.
- 12.2 Default by Employer** If the Employer fails to pay in accordance with the Contract, or is, despite a written complaint, in breach of the Contract, the Contractor may give notice referring to this Sub-Clause and stating the default. If the default is not remedied within fourteen (14) days after the Employer's receipt of this notice, the Contractor may suspend the execution of all or parts of the Works.
- If the default is not remedied within twenty eight (28) days after the Employer's receipt of the Contractor's notice, the Contractor may by a second notice given within a further twenty one (21) days, terminate the Contract. The Contractor shall then demobilise from the Site.
- 12.3 Insolvency** If a Party is declared insolvent under any applicable law, the other Party may by notice terminate the Contract immediately. The Contractor shall then demobilise from the Site leaving behind, in the case of the Contractor's insolvency, any Contractor's Equipment which the Employer instructs in the notice is to be used for the completion of the Works.
- 12.4 Payment upon Termination** After termination, the Contractor shall be entitled to payment of the unpaid balance of the value of the Works executed and of the Materials and Plant reasonably delivered to the Site, adjusted by the following:
- any sums to which the Contractor is entitled under Sub-Clause 10.4,
 - any sums to which the Employer is entitled,
 - if the Employer has terminated under Sub-Clause 12.1 or 12.3, the Employer shall be entitled to a sum equivalent to twenty percent (20%) of the value of parts of the Works not executed at the date of the termination, and
 - if the Contractor has terminated under Sub-Clause 12.2 or 12.3, the Contractor shall be entitled to the cost of his demobilisation together with a sum equivalent to ten percent (10%) of the value of parts of the Works not executed at the date of termination.
- The net balance due shall be paid or repaid within twenty eight (28) days of the notice of termination.

13. RISKS AND RESPONSIBILITIES

- 13.1 Contractor's Care** Subject to Sub-Clause 9.1, the Contractor shall take full responsibility

of the Works

for the care of the Works from the Commencement Date until the date of the Employer's/Engineer's issuance of Taking Over Certificate of Completion under Sub-Clause 8.2. Responsibility shall then pass to the Employer. If any loss or damage happens to the Works during the above period, the Contractor shall rectify such loss or damage so that the Works conform with the Contract.

13.2 Force Majeure

If a Party is or will be prevented from performing any of its obligations by Force Majeure, the Party affected shall notify the other Party immediately. If necessary, the Contractor may suspend the execution of the Works and, to the extent agreed with the Employer, demobilise the Contractor's Equipment.

If the event continues for a period of eighty four (84) days, either Party may then give notice of termination which shall take effect twenty eight (28) days after the giving of the notice.

After termination, the Contractor shall be entitled to payment of the unpaid balance of the value of the Works executed and of the Materials and Plant reasonably delivered to the Site, adjusted by the following:

- a) any sums to which the Contractor is entitled under Sub-Clause 10.4,
- b) the cost of his demobilisation, and
- c) less any sums to which the Employer is entitled.

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

14. INSURANCE

14.1 Arrangements

The Contractor shall, prior to commencing the Works, effect insurances of the types, in the amounts and naming as insured the persons stipulated in the Contract Data except for items (a) to (e) and (i) of the Employer's Risks under Sub-Clause 6.1. The policies shall be issued by insurers and in terms approved by the Employer. The Contractor shall provide the Engineer/Employer with evidence that any required policy is in force and that the premiums have been paid.

14.2 Default

If the Contractor fails to effect or keep in force any of the insurances referred to in the previous Sub-Clause, or fails to provide satisfactory evidence, policies or receipts, the Employer may, without prejudice to any other right or remedy, effect insurance for the cover relevant to such as a default and pay the premiums due and recover the same plus a sum in percentage given in Contractor Data from any other amounts due to the Contractor.

15. RESOLUTION OF DISPUTES

15.1 Adjudicator's Decision

Unless settled amicably, any dispute or difference which arises between the Contractor and the Engineer/Employer out of or in connection with the contract, including any valuation or other determination of the Engineer/Employer, the matter in dispute shall be referred in writing to the Adjudicator, with a copy to the other party pursuant to this Sub Clause. No later than the twenty eight (28) days

after the day on which he received such reference, the Adjudicator shall give notice of his decision to the Employer and the Contractor.

15.2 Notice of
Dissatisfaction

If a Party is dissatisfied with the decision of the Adjudicator or if no decision is given within the time set out in Sub-Clause 15.1 hereabove, the Party may give notice of dissatisfaction referring to this Sub-Clause within fourteen (14) days of receipt of the decision or the expiry of the time for the decision. If no notice of dissatisfaction is given within the specified time, the decision shall be final and binding on the Parties. If notice of dissatisfaction is given within the specified time, the decision shall be binding on the Parties who shall give effect to it without delay unless and until the decision of the Adjudicator is revised by arbitral award.

15.3 Appointment of
the Adjudicator

The Parties to the contract, the Employer and the Contractor shall appoint an Adjudicator by the date stated in the Contract Data. The Adjudicator shall be fluent in the language for communication defined in the Contract and a professional experienced in the type of construction involved in the Works and with the interpretation of contractual documents.

The remuneration of the Adjudicator shall also be mutually agreed upon by the Parties when agreeing the terms of appointment. Each Party shall be responsible for paying one-half of this remuneration.

In case of disagreement by any of the Parties, regarding appointment of the Adjudicator, or function/performance of the Adjudicator, the matter shall be referred to the Appointing Authority designated in the Contract Data.

The appointment of the Adjudicator may be terminated by mutual agreement of both Parties. Unless otherwise agreed by both Parties, the appointment of the Adjudicator shall expire after 14 days of the issuance of Performance Certificate referred to in Sub-Clause 9.1.

15.4 Expiry of
Adjudicator's
Appointment

If there is no Adjudicator in place, whether by reason of the expiry of the Adjudicator's appointment or otherwise, the dispute may be referred directly to arbitration under Sub-Clause 15.5 [Arbitration].

15.5 Arbitration

Any dispute between the Parties arising out of or in connection with the Contract not settled amicably and in respect of which the Adjudicator's decision (if any) has not become final and binding shall be finally settled by arbitration, specified in the Contract Data.

16 INTEGRITY PACT

16.1 Integrity Pact

If the Contractor, or any of his Sub-Contractors, agents or servants is found to have violated or involved in violation of the Integrity Pact signed by the Contractor as Schedule-F to his Bid, then the Employer shall be entitled to:

- (a) recover from the Contractor an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by the Contractor or any of his Sub-Contractors, agents or servants;

- (b) terminate the Contract; and
- (c) recover from the Contractor any loss or damage to the Employer as a result of such termination or of any other corrupt business practices of the Contractor or any of his Sub-Contractors, agents or servants.

On termination of the Contract under Sub-Para (b) of this Sub-Clause, the Contractor shall demobilize from the Site leaving behind Contractor's Equipment which the Employer instructs, in the termination notice, to be used for the completion of the Works at the risk and cost of the Contractor. Payment upon such termination shall be made under Sub-Clause 12.4, in accordance with Sub-Para (c) thereof, after having deducted the amounts due to the Employer under Sub-Para (a) and (c) of this Sub-Clause.

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CONTRACT DATA



CONTRACT DATA

[Note: Except where otherwise indicated, all Contract Data should be filled in by the Employer prior to issuance of the Bidding Documents.]

Conditions	Ref. COC	Data
Specifications	1.1.2	[To be mentioned by the Employer including Employer's requirements, if any]
Employer's Drawings	1.1.3	[if any, to be listed by the Employer]
The Employer means	1.1.4	_____
The Contractor means	1.1.5	_____
Time for Completion	1.1.7	_____ days [The time for completion of the whole of the Works should be assessed by the Employer]
The Engineer means	1.1.21	_____
Priority of Documents	1.3	Documents forming the Contract listed in the order of priority: (a) The Contract Agreement, (if completed) (b) Letter of Acceptance (c) The completed Form of Bid (d) Contract Data (e) Conditions of Contract (f) The completed Schedules to Bid excluding the Schedule of Prices (g) The Specifications (h) The Drawings, if any (i) The Schedule of Prices (j) _____ [The Employer may add, in order of priority, such other documents as form part of the Contract. Delete the document, if not applicable]
Provision of Site	2.1	[On the Commencement Date*]
Employer's authorised Person	3.1	_____

Conditions	Ref. COC	Data
Engineer's representative	3.2	
Performance Security	4.4	<p>Amount _____, 10% of Contract Price which shall remain fixed during the currency of Contract, irrespective of Variations & Extension of Time.</p> <p>Validity _____, 14 days after issuance of Performance Certificate.</p> <p>[Form: As-provided under Standard Forms* of these Documents]</p>
Requirements for Contractor's design	5.1	Specification Clause No's _____ [if any]
Programme	7.2	<p>Time for submission: Within fourteen (14) days* of the Commencement Date.</p> <p>Form of programme: _____ [Bar Chart or other as acceptable to the Engineer/Employer]</p>
Late Completion	7.4	<p>Delay Damages: _____ % per day* up to a maximum of (10%) of sumstated in the Letter of Acceptance.</p> <p>[Usually the Delay Damages are set between 0.05 percent and 0.10 percent per day].</p>
Period for remedying defects	9.1	_____ days.
Valuation of the Works	11.2	<p>Admeasurement with Bill of Quantities:</p> <p>A sum subject to remeasurement at the rates entered by the Contractor in the Schedule of Price prepared by the Employer.</p> <p>Or</p> <p>Lump sum Price:</p> <p>A lump sum offer without any supporting details. This would be used for minor works where Variations are not anticipated and the Works will be completed in a short period requiring payments to the Contractor based on few deliverables.</p> <p>[The Employer shall delete one of the above options whichever is not applicable]</p>
Retention Money	11.6	5% of the amount of Interim Payment Certificate, upto 5% of Contract Price.

Conditions	Ref. COC	Data														
Advance payment	11.9	10% of Contract Price less provisional sum stated in LOA.														
Price Adjustment	11.10	[The Employer may mention "Not Applicable" if the provisions of Price Adjustments is not required]														
Insurances	14.1	<p>Extent of cover</p> <table border="0"> <thead> <tr> <th style="text-align: center;"><u>Type of cover</u></th> <th style="text-align: center;"><u>Amount of cover</u></th> </tr> </thead> <tbody> <tr> <td>i) The Works/Plant:</td> <td>Premium plus 10%</td> </tr> <tr> <td>ii) Contractor's equipment:</td> <td></td> </tr> <tr> <td>iii) Third Party-injury to person and damage to property:</td> <td>Full replacement Cost.</td> </tr> <tr> <td colspan="2">[The minimum amount of third party shall be assessed by the Employer and entered]</td> </tr> <tr> <td>iv) Workmen Compensation:</td> <td></td> </tr> <tr> <td colspan="2">[Under this cover, Contractor's personnel engaged for the Contract shall be included]</td> </tr> </tbody> </table> <p>Note: In each case (i) & (iii) name of insured is Contractor & Employer.</p>	<u>Type of cover</u>	<u>Amount of cover</u>	i) The Works/Plant:	Premium plus 10%	ii) Contractor's equipment:		iii) Third Party-injury to person and damage to property:	Full replacement Cost.	[The minimum amount of third party shall be assessed by the Employer and entered]		iv) Workmen Compensation:		[Under this cover, Contractor's personnel engaged for the Contract shall be included]	
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iv) Workmen Compensation:																
[Under this cover, Contractor's personnel engaged for the Contract shall be included]																
Appointment of the Adjudicator	15.3	14 days after the Commencement date. Appointment (if not agreed) to be made by Pakistan Engineering Council (PEC).														
Arbitration	15.5	PEC Rules of Conciliation and Arbitration. Place of Arbitration:														

* Employer to specify as appropriate

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STANDARD FORMS



FORM OF BID SECURITY
(Bank / Insurance Company Guarantee)

Security Executed on _____
(Date)

Name of Surety (Bank/Insurance Company) with Address: _____

(Scheduled Bank / Insurance Company Rating-AA in Pakistan)

Name of Principal (Bidder) with Address _____

Penal Sum of Security Rupees. _____ (Rs. _____)

Bid Reference No. _____

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

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

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

WHEREAS, the Employer has required as a condition for considering said Bid that the Bidder furnishes a Bid Security in the above said sum to the Employer, conditioned as under:

- (1) that the Bid Security shall remain valid for a period of twenty eight (28) days beyond the period of validity of the bid:
- (2) that in the event of:
 - a) the Principal withdraws his Bid during the period of validity of Bid, or
 - b) the Principal does not accept the correction of his Bid Price, pursuant to Sub-Clause 16.4 (b) of Instructions to Bidders, or
 - c) failure of the successful bidder to
 - (i) furnish the required Performance Security, in accordance with Sub-Clause IB-21.1 of Instructions to Bidders, or
 - (ii) sign the proposed Contract Agreement, in accordance with Sub-Clauses IB-20.2 & 20.3 of Instructions to Bidders.
- (3) that the entire sum be paid immediately to the said Employer for delayed completion and not as penalty for the successful bidder's failure to perform.

NOW THEREFORE, if the successful bidder shall, within the period specified therefore, on the prescribed form presented to him for signature enter into a formal Contract Agreement with the said Employer in accordance with his Bid as accepted and furnish within fourteen (14) days of receipt of Letter of Acceptance, a Performance Security with good and sufficient surety, as may be required, upon the form prescribed by the said Employer for the faithful performance and proper fulfilment of the said Contract or in the event of non-withdrawal of

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the said Bid within the time specified then this obligation shall be void and of no effect, but otherwise to remain in full force and effect.

PROVIDED THAT the Surety shall forthwith pay the Employer the said sum upon first written demand of the Employer (without cavil or argument) and without requiring the Employer to prove or to show grounds or reasons for such demand, notice of which shall be sent by the Employer by registered post duly addressed to the Surety at its address given above.

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

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

SURETY (Bank/ Insurance Company)

WITNESS:

1. _____
Corporate Secretary (Seal)

Signature _____

Name _____

Title _____

Corporate Guarantor (Seal)

2. _____
Name, Title & Address

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**FORM OF PERFORMANCE SECURITY
(Bank / Insurance Company Guarantee)**

Guarantee No. _____

Executed on _____

Expiry date _____

[Letter by the Guarantor to the Employer]

Name of Guarantor (Bank/Insurance Company) with address: _____

((Scheduled Bank / Insurance Company Rating-AA in Pakistan)

Name of Principal (Contractor) with address: _____

Penal Sum of Security (express in words and figures) _____

Letter of Acceptance No. _____ Dated _____

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

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

NOW THEREFORE, if the Principal (Contractor) shall well and truly perform and fulfill all the undertakings, covenants, terms and conditions of the said Documents during the original terms of the said Documents and any extensions thereof that may be granted by the Employer, with or without notice to the Guarantor, which notice is, hereby, waived and shall also well and truly perform and fulfill all the undertakings, covenants terms and conditions of the Contract and of any and all modifications of said Documents that may hereafter be made, notice of which modifications to the Guarantor being hereby waived, then, this obligation to be void; otherwise to remain in full force and virtue till all requirements of Clause 9, Remedying Defects, of Conditions of Contract are fulfilled.

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

We, _____ (the Guarantor), waiving all objections and defences under the Contract, do hereby irrevocably and independently guarantee to pay to the Employer without delay upon the Employer's first written demand without cavil or arguments and without requiring the Employer to prove or to show grounds or reasons for such demand any sum or sums up to the amount stated above, against the Employer's written declaration that the Principal has refused or failed to perform the obligations under the Contract

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which payment will be effected by the Guarantor to Employer's designated Bank & Account Number.

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

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

WITNESS:

1. _____
Corporate Secretary (Seal)

2. _____
Name, Title & Address

Guarantor (Bank/ Insurance Company)

Signature _____

Name _____

Title _____

Corporate Guarantor (Seal)

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FORM OF CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT (hereinafter called the "Agreement") made on the _____ day of _____ (month) 20____ between _____ (hereafter called the "Employer") of the one part and _____ (hereafter called the "Contractor") of the other part.

WHEREAS the Employer is desirous that certain Works, viz _____ should be executed by the Contractor and has accepted a Bid by the Contractor for the execution and completion of such Works and the remedying of any defects therein.

NOW this Agreement witnessed as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents after incorporating addenda, if any, except those parts relating to Instructions to Bidders shall be deemed to form and be read and construed as part of this Agreement:
 - a) Letter of Acceptance
 - b) The Completed form of Bid
 - c) Contract Data
 - d) Conditions of Contract
 - e) The Completed Schedules to Bid excluding the Schedule of Prices
 - f) The Specifications
 - g) The Drawings, if any
 - h) The Schedule of Prices
 - i) any other Documents forming part of the Contract.
3. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy defects therein in conformity and in all respects with the provisions of the Contract.
4. The Employer hereby covenants to pay the Contractor, in consideration of the execution and completion of the Works as per provisions of the Contract, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

Signature of the Contactor

Signature of Employer

(Seal)

(Seal)

Signed, Sealed and Delivered in the presence of:

Witness

Witness

(Name, Title and Address)

(Name, Title and Address)

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FORM OF BANK GUARANTEE FOR ADVANCE PAYMENT

Guarantee No. _____ Date _____

WHEREAS _____ (hereinafter called the 'Employer')

has entered into a Contract for _____

(Particulars of Contract)

with _____ (hereinafter called the "Contractor").

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

AND WHEREAS the Employer has asked the Contractor to furnish Guarantee to secure the advance payment for the performance of his obligations under the said Contract.

AND WHEREAS, _____

(Scheduled Bank in Pakistan acceptable to the Employer)

(hereinafter called the "Guarantor") at the request of the Contractor and in consideration of the Employer agreeing to make the above advance to the Contractor, has agreed to furnish the said Guarantee.

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

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

This Guarantee shall come into force as soon as the advance payment has been credited to the account of the Contractor.

This Guarantee shall expire not later than _____ by which date we must have received any claims by registered letter, telegram, telex or telefax.

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

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It is understood that you will return this Guarantee to us on expiry or after settlement of the total amount to be claimed hereunder.

Guarantor (Scheduled Bank)

WITNESS:

1. _____

Corporate Secretary (Seal)

2. _____

Name, Title & Address

Signature _____

Name _____

Title _____
Corporate Guarantor (Seal)

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LIST OF PEC BIDDING/CONTRACT DOCUMENTS

Sr. Nr.	Documents
1.	Standard Form of Bidding Documents (Civil Works)
2.	Standard Form of Bidding Documents for Procurement of Works (E&M)
3.	Standard Form of Bidding Documents for Procurement of Works (For Small Contracts)
4.	Standard Form of Contract for Engineering Consultancy Services (For Large Projects) – Time Based Assignments
5.	Standard Form of Contract for Engineering Consultancy Services (For Large Projects) – Lump Sum Assignments
6.	Standard Form of Contract For Engineering Consultancy Services (For Smaller Projects)
7.	Standard Procedure for Pre-qualifications of Constructors
8.	Standard Procedure for Evaluation of Bids for Procurement of Works
9.	Standard Procedure for Pre-qualifications of Consultants
10.	Standard Procedure for Evaluation of Proposals for Procurement of Engineering Services
11.	Standard Procedure and Formula for Price Adjustment
12.	Rules of Conciliation and Arbitration
13.	Standard Form of Bidding Documents for Procurement of Works on BOT Basis
14.	Standard Form of Bidding Documents for Operation and Maintenance Contracts
15.	Standard Form of Joint Venture/Consortium Agreements and Memorandum of Understandings
16.	Standard Form of Bidding Documents for Procurement of Works on Design and Build Basis
17.	Standard Form of Bidding Documents for Procurement of Civil Works (SSTE)
18.	Standard Form of Bidding Documents for EPC/Turnkey Contracts
19.	Standard Form of Bidding Documents for procurement of Goods

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