



# SECRETARIAT OF THE PROVINCIAL ASSEMBLY OF SINDH

## NOTICE INVITING TENDER

### SUPPLY AND INSTALLATION OF FURNITURE AT SINDH PARLIAMENTARIANS RESIDENCIES, KARACHI

1. The Secretary, Provincial Assembly of Sindh, Karachi, invites sealed tenders on item rate basis from reputed Furniture Suppliers / Manufacturers having at least 5 years of experience in the field for provision of furniture.
  2. **Eligibility:**
    - a. Registered with tax authorities (FBR) with NTN and Sales Tax Number (documentary evidence to be provided by the bidder).
    - b. Registered with Sindh Revenue Board as Furniture Suppliers (documentary evidence to be provided by the bidders).
    - c. Must not have been black-listed by any Government, Semi Government department or autonomous agency (Affidavit on Rs.100 stamp paper to be provided by the bidder).
  3. **Basic Qualifications:**
    - a. Must have an average annual turn-over of the last 3 years of minimum Rs.100 Million duly justified by audited accounts and / or tax returns.
    - b. Must have experience of supplying guestrooms Furniture to 4 star / 5 star hotels.
    - c. Must have at-least 3 contract / supply orders of minimum Rs. 100M in the last 5 years completed to satisfaction of the Client / Buyers (Supported by satisfactory completion certificates).
  4. **Method of Procurement:**

**Single stage-Two Envelope Procedure** as per SPPRA Rules 2010 with (amendments upto date). The Bidder should submit Two Separate sealed envelopes. One envelope should contain the Technical Proposal alongwith bid security of Lump sum Rs.5.0 Million in shape of Bank Draft / Pay order / Bank Guarantee as per SPPRA Rules and the other envelope should contain the Financial Proposal. Both envelopes should be clearly marked "Technical Proposal" and "Financial Proposal".
  5. **Bidding / Tender Documents:**

Tender Documents with detailed specifications can be obtained from the office of the Project Director, Sindh Parliamentarians Residencies, Karachi Room No. 108, Provincial Assembly of Sindh Karachi against the tender document fee (non-refundable) of Rs.5,000/- in shape of Pay order / Bank Draft in the name of the Project Director, Sindh Parliamentarians Residencies, Karachi.
- Date of Issuance:** Documents will be issued from **15-09-2017** upto **03-10-2017**  
**Date of submission:** **04/10/2017** (12:00 Noon)  
**Date of Opening:** **04/10/2017** (01:00 PM)
6. The Tender Document can be download from SPPRA, Karachi website ([www.sppra.gov.pk](http://www.sppra.gov.pk)).
  7. Place of issuance, submission, inquiries and opening will be office of the Project Director, Sindh Parliamentarians Residencies, Karachi, Room No. 108, Provincial Assembly of Sindh, Karachi.
  8. Tender / Bids will be liable to be rejected if:
    - a. Bids / Tender are received without Bid security of the required amount and shape in the Technical Proposal Envelope.
    - b. Bids / Tenders are received after the due date and time.
    - c. Conditional Bids /Tenders.
    - d. Bids / Tenders are not submitted on the issued Tender / Bid documents or if the issued tender / bid documents have been tempered and / or bid / tender documents appear to have been opened and / or re-binded.
  9. Procuring Agency reserves the right to reject all or any bids subject to the relevant provisions of Sindh Public Procurement Rules 2010.

  
SECRETARY  
PROVINCIAL ASSEMBLY OF SINDH  
KARACHI

SECRETARY  
Provincial Assembly of Sindh



No. PAS/Admin-Gen- /2017 /8/35-A

**SECRETARIAT OF THE  
PROVINCIAL ASSEMBLY OF SINDH**

Karachi, the 06/9/2017

**ORDER**

With approval of Competent Authority, following Procurement Committee is hereby constituted under Rules 7&8 of SPPRA 2010 (Amended 2013) to oversee all the matters regarding procurement process of Supply & Installation of Furniture at Sindh Parliamentarians Residencies, Karachi.

- |   |                  |
|---|------------------|
| 1. The Special Secretary<br>Provincial Assembly of Sindh<br>Karachi                                     | Chairman         |
| 2. The Project Director<br>Sindh Parliamentarians Residencies<br>Karachi                                | Member           |
| 3. The Deputy Director<br>Office of Director General,<br>Road Sector Development Directorate<br>Karachi | Member           |
| 4. Representative<br>M/S Osmani & Company (Pvt) Ltd<br>(Consultant)                                     | Co. opted Member |

(G.M. UMAR FAROOQ)

Secretary

PROVINCIAL ASSEMBLY OF SINDH

NO. PAS/Admin/Genl-2/2017/8/35-A KARACHI, the 06/9/2017.

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

1. The Chairman and Member of Procurement Committee.
2. The Staff Officer to Mr. Speaker, Provincial Assembly of Sindh.
3. The PS to Secretary, Provincial Assembly of Sindh Karachi.
4. Office Order File.

**SECRETARIAT OF THE**  
**PROVINCIAL ASSEMBLY OF SINDH**

Karachi, the 06/9/2017

**ORDER**

**With** approval of Competent Authority, following Complaint Redressal Committee is hereby constituted under Rules 31 of SPPRA 2010 (Amended 2013) to oversee all the matters / resolving complaints during the Bidding / Tendering Process for Supply & Installation of Furniture at Sindh Parliamentarians Residencies, Karachi.

- |   |          |
|---|----------|
| 1. The Secretary<br>Provincial Assembly of Sindh<br>Karachi                       | Chairman |
| 2. Representative<br>Accountant General of Sindh<br>Karachi.                      | Member   |
| 3. The Officer-On-Special Duty (Admin)<br>Provincial Assembly of Sindh<br>Karachi | Member   |

  
(G.M. UMAR FAROOQ)

Secretary

PROVINCIAL ASSEMBLY OF SINDH

NO. PAS/Admin/Genl-2/2017/8134-AKARACHI, the 06/9/2017.

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

1. The Chairman and Member of Procurement Committee.
2. The Staff Officer to Mr. Speaker, Provincial Assembly of Sindh.
3. The PS to Secretary, Provincial Assembly of Sindh Karachi.
4. Office Order File.



## SECRETARIAT OF THE PROVINCIAL ASSEMBLY OF SINDH

### ANNUAL PROCUREMENT PLAN FOR YEAR 2017-18

ADP NO	Description of Procurement	Quantity (Where applicable)	Estimate unit (Cost where applicable)	Estimate cost Total	Sources of Fund ADP / Non ADP	Proposed Procurement Method	Anticipated / Actual Date of Advertisement	Anticipated / Actual Date of start	Anticipated / Actual Date of Completion
1978	Supply & Installation of Furniture at Sindh Parliamentarians Residencies, Karachi	---	---	216.190 (Million)	ADP	Single Stage-Two Envelop	11-09-2017	01-12-2017	12 Twelve month

  
SECRETARY

PROVINCIAL ASSEMBLY OF SINDH  
KARACHI



Issued to M/s: \_\_\_\_\_

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

Issued By : \_\_\_\_\_

## SINDH PARLIAMENTARIANS RESIDENCES

### NAME OF PROJECT:

### SUPPLY AND INSTALLATION OF FURNITURE AT SINDH PARLIAMENTARIANS RESIDENCIES KARACHI

## BIDDING DOCUMENTS

SEPTEMBER 2017

CONSULTANT



Engineering - Architecture - Planning - Mapping - Technology

### OSMANI & COMPANY (PVT.) LTD.

Consulting Engineering - Architects - Planners  
Osmani House, 245/2-K, Block-6, PECHS, Karachi  
Tel: (92-21) 34536007-08, 34546541-42, Fax: (92-21) 34534691  
E-mail: ocl-khi@osmani.com Web: www.osmani.com

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# **INVITATION TO BIDDERS**

# **INSTRUCTIONS TO BIDDERS**



## **INSTRUCTIONS TO BIDDERS**

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

### **A. GENERAL**

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

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

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

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

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

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

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

(a) Bidders may be excluded if;

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

(b) Government-owned enterprises or institutions may participate only if they can establish that they are;

- (i) legally and financially autonomous, and
- (ii) operate under commercial law.

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

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

(c) Bidders are:-

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

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

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

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

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

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

6.1 The bidders are advised to visit and examine the site of works and its surroundings and obtain all information that may be necessary for preparing the bid and entering into a contract for Supply and Fixing of the works. All cost in this respect shall be at the bidder's own expense.

6.2 The bidders and any of their personnel or agents will be granted permission by the procuring agency to enter upon his premises and lands for the purpose of such inspection, but only upon the express condition that the bidders, their personnel and agents, will release and indemnify the procuring agency, his personnel and agents from and against all liability in respect thereof and will be responsible for death or personal injury, loss of or damage to property and any other loss, damage, costs and expenses incurred as a result of such inspection.

### **B. BIDDING DOCUMENTS**

#### **IB.7 Contents of Bidding Documents**

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

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

7.2 The bidders are expected to examine carefully the contents of all the above documents. Failure to comply with the requirements of bid submission will be at the bidder's own

risk. Pursuant to Clause IB.26, bids which are not substantially responsive to the requirements of the BD will be rejected.

### **IB.8 Clarification of Bidding Documents**

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

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

## **C. PREPARATION OF BIDS**

### **IB 9 Addendum/Modification of Building Documents**

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

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

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

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

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

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

11.1 Each bidder shall:

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

(iv) Current litigation information; and

(v) Availability of critical equipment.

And

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

Appendix-E to Bid	Proposed Supply and Fixing Schedule
Appendix-F to Bid	Method of Performing the Work
Appendix-G to Bid	List of Major Equipment
Appendix-K to Bid	Organization Chart for Supervisory Staff

and other pertinent information such as mobilization programme etc;

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

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

(b) the bid, and in case of a successful bid, the Form of Contract Agreement shall be signed by the authorized partner so as to be legally binding on all partners;

(c) the partner-in-charge shall always be duly authorized to deal with the procuring agency regarding all matters related with and/or incidental to the execution of works as per the terms and Conditions of Contract and in this regard to incur any and all liabilities, receive instructions, give binding undertakings and receive payments on behalf of the joint venture;

(d) all partners of the joint venture shall at all times and under all circumstances be liable jointly and severally for the execution of the contract in accordance with the contract terms and a statement to this effect shall be included in the authorization mentioned under Sub-Para (a) above as well as in the Form of Bid and in the Form of Contract Agreement (in case of a successful bid);

(e) a copy of the agreement entered into by the joint venture partners shall be submitted with the bid stating the conditions under which it will function, its period of duration, the persons authorized to represent and obligate it and which persons will be directly responsible for due performance of the contract and can give valid receipts on behalf of the joint venture, the proportionate participation of the several firms forming the joint venture, and any other information necessary to permit a full appraisal of its functioning. No amendments / modifications whatsoever in the joint venture agreement shall be agreed to between the joint venture partners without prior written consent of the procuring agency;

(f) submission of an alternative Letter of Intent to execute a Joint Venture Agreement shall be mandatory.

11.3 Bidders shall also submit proposals of work methods and schedule, in sufficient detail to demonstrate the adequacy of the bidders' proposals to meet the technical specifications and the completion time referred to sub- clause IB 1.2 hereof.

## **IB.12 Bid Prices**

12.1 Unless stated otherwise in the bidding documents, the contract shall be for the whole of the works as described in IB 1.1 hereof, based on the unit rates or prices submitted by the bidder or percentage quoted above or below on the rates of Composite Schedule of Rates (CSR), as the case may be.

- 12.2 The bidders shall fill in rates and prices for all items of the works described in the Bill of Quantities. Items against which no rate or price is entered by a bidder will not be paid for by the procuring agency when executed and shall be deemed to be covered by rates and prices for other items in the Bill of Quantities. In case of Composite Schedule of Rates, if the bidder fails to mention the percentage above or below, it shall be deemed to be at par with the rates of Composite Schedule of Rates.
- 12.3 The bid price submitted by the contractor shall include all rates and prices including the taxes. All duties, taxes and other levies payable by the contractor under the contract, or for any other cause during the currency of the execution of the work or otherwise specified in the contract as on the date seven days prior to the deadline for submission of bids.

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

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

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

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

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

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

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

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

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

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

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

- 17.1 Procuring agency may, on his own motion or at the request of any bidder, hold a pre-bid meeting to clarify issues and to answer any questions on matters related to the bidding documents. The date, time and venue of pre-bid meeting, if convened, shall be communicated to all bidders. All bidders or their authorized representatives shall be invited to attend such a pre-bid meeting at their own expense.

- 17.2 The bidders are requested to submit questions, if any, in writing so as to reach the Procuring agency not later than seven (7) days before the proposed pre-bid meeting.
- 17.3 Minutes of the pre-bid meeting, including the text of the questions raised and the replies given, will be transmitted without delay to all bidders. Any modification of the bidding documents listed in sub- clause IB 7.1 hereof, which may become necessary as a result of the pre-bid meeting shall be made by the procuring agency exclusively through the issue of an Addendum pursuant to Clause IB.9 and not through the minutes of the pre-bid meeting.
- 17.4 Absence at the pre-bid meeting will not be a cause for disqualification of a bidder.

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

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

#### **D. SUBMISSION OF BIDS**

##### **IB.19 Sealing and Marking of Bids**

- 19.1 Each bidder shall submit his bid as under:
- (a) ORIGINAL and one copy of the Technical Proposal bid shall be separately sealed and put in separate envelope and marked as such.
  - (b) The envelope containing the Financial Bid in Original only shall be put in separate, sealed envelope and addressed as given in sub-clause IB 19.2 hereof.
- 19.2 The inner and outer envelopes shall:
- (a) be addressed to the procuring agency at the address provided in the bidding data;

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

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

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

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

- 20.1
- (a) Bids must be received by the procuring agency at the address specified not later than the time and date stipulated in the bidding data,
  - (b) Bids with charges payable will not be accepted, nor will arrangements be undertaken to collect the bids from any delivery point other than that specified above. Bidders shall bear all expenses incurred in the preparation and delivery of bids. No claims shall be entertained for refund of such expenses,
  - (c) Where delivery of a bid is by mail and the bidder wishes to receive an acknowledgment of receipt of such bid, he shall make a request for such acknowledgment in a separate letter attached to but not included in the sealed bid package,
  - (d) Upon request, acknowledgment of receipt of bids will be provided to those making delivery in person or by messenger.
- 20.2 The Procuring Agency may, at its discretion, extend the deadline for submission of bids by issuing an amendment in accordance with IB 09. In such case, all rights and obligations of the procuring agency and the bidders shall remain the same as mentioned in the original deadline.

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

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

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

- 22.1 Any bidder may modify, substitute or withdraw his bid after bid submission provided that the modification, substitution or written notice of withdrawal is received by the procuring agency prior to the deadline for submission of bids.
- 22.2 The modification, substitution, or notice for withdrawal of any bid shall be prepared, sealed, marked and delivered in accordance with the provisions of Clause IB.19 with the outer and inner envelopes additionally marked "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL" as appropriate.



- 22.3 No bid may be modified by a bidder after the deadline for submission of bids except in accordance with to sub - clauses IB 22.1 and IB 27.2.
- 22.4 Withdrawal of a bid during the interval between the deadlines for submission of bids and the expiration of the period of bid validity specified in the Form of Bid may result in forfeiture of the bid security in pursuance to clause IB 15.

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

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

- 23.1 Procuring agency will open the bids, including withdrawals, substitution and modifications made pursuant to Clause IB.22, in the presence of bidders' representatives who choose to attend, at the time, date and location stipulated in the bidding data. The bidders or their representatives who are in attendance shall sign an attendance sheet.
- 23.2 Envelopes marked "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL" shall be opened and read out first. Bids for which an acceptable notice of withdrawal has been submitted pursuant to clause IB.22 shall not be opened.
- 23.3 Procuring agency shall read aloud the name of the bidder, total bid price and price of any Alternate Proposal(s), if any, discounts, bid modifications, substitution and withdrawals, the presence or absence of bid security, and such other details as the procuring agency may consider appropriate, and total amount of each bid, and of any alternative bids if they have been requested or permitted, shall be read aloud and recorded when opened.
- 23.4 Procuring Agency shall prepare minutes of the bid opening, including the information disclosed to those present in accordance with the sub-clause IB.23.3.

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

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

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

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

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

- 26.1 Prior to the detailed evaluation of bids, the procuring agency will determine whether the bidder fulfills all codal requirements of eligibility criteria given in the tender notice such as registration with tax authorities, registration with PEC (where applicable), turnover statement, experience statement, and any other condition mentioned in the NIT and bidding document. If the bidder does not fulfill any of these conditions, it shall not be evaluated further.
- 26.2 Once found to be fulfilling the eligibility criteria, as mentioned in sub- clause 26.1, the bids of eligible bidders will be evaluated for technical responsiveness as per specification and criteria given in the bidding documents. Technical and financial evaluations may be carried out in accordance with single stage-single one envelope, single stage-two envelopes, two stage or two stage-two envelopes bidding procedures, depending on the selection procedure adopted by the procuring agency.
- 26.3 A bid will be considered technically responsive if it (i) has been properly signed; (ii) is accompanied by the required bid security; and (iii) conforms to all the terms, conditions and specifications of the bidding documents, without material deviation or reservation. A material deviation or reservation is one (i) which affect in any substantial way the scope, quality or performance of the works; (ii) which limits in any substantial way, inconsistent with the bidding documents, the procuring agency's rights or the bidder's obligations under the contract; or (iii) adoption/rectification whereof would affect unfairly the competitive position of other bidders presenting substantially responsive bids.
- 26.4 If a bid has major deviations to the commercial requirements and technical specifications will be considered technically non responsive. As a general rule, major deviations are those that if accepted, would not fulfill the purposes for which the bid is requested, or would prevent a fair comparison or affect the ranking of the bids that are compliant with the bidding documents.

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

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

**(B) Minor Deviations**

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

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

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

- 27.1 Bids determined to be substantially responsive will be checked by the procuring agency for any arithmetic errors. Errors will be corrected by the procuring agency as follows:

- (a) where there is a discrepancy between the amounts in figures and in words, the amount in words will govern; and
- (b) where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern, unless in the opinion of the procuring agency there is an obviously gross misplacement of the decimal point in the unit rate, in which case the line item total as quoted will govern and the unit rate will be corrected.

- 27.2 The amount stated in the Form of Bid will be adjusted by the procuring agency in accordance with the above procedure for the correction of errors and with the concurrence of the bidders. The amount thus corrected shall be considered as binding upon the bidder. If the bidder does not accept the corrected bid price, his bid will be rejected, and the bid security shall be forfeited in accordance with sub- clause IB 15.6(b) hereof.

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

- 28.1 The procuring agency will evaluate and compare only the Bids determined to be substantially responsive in accordance with clause IB 26.

- 28.2 In evaluating the Bids, the procuring agency will determine for each bid the evaluated bid price by adjusting the bid price as follows:

- (a) making any correction for errors pursuant to clause IB 27;
- (b) excluding provisional sums (if any), for contingencies in the Summary Bill of Quantities, but including competitively priced Day work; and
- (c) making an appropriate adjustment for any other acceptable variation or deviation.

- 28.3 The estimated effect of the price adjustment provisions of the conditions of contract, applied over the period of execution of the contract, shall not be taken into account in bid evaluation.

- 28.4 If the bid of the successful bidder is seriously unbalanced in relation to the procuring agency's estimate of the cost of work to be performed under the contract, the procuring agency may require the bidder to produce detailed price analyses for any or all items of the Bill of Quantities to demonstrate the internal consistency of those prices with the Supply and Fixing methods and schedule proposed. After evaluation of the price analyses, the procuring agency may require that the amount of the Performance Security set forth in clause IB.32 be increased at the expense of the successful bidder to a level sufficient to protect the procuring agency against financial loss in the event of default of the successful bidder under the contract

- 28.5 Bidders may be excluded if involved in “**Corrupt and Fraudulent Practices**” means either one or any combination of the practices given below SPP Rule2(q);
- (i) “**Coercive Practice**” means any impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence the actions of a party to achieve a wrongful gain or to cause a wrongful loss to another party;
  - (ii) “**Collusive Practice**” means any arrangement between two or more parties to the procurement process or contract execution, designed to achieve with or without the knowledge of the procuring agency to establish prices at artificial, noncompetitive levels for any wrongful gain;
  - (iii) “**Corrupt Practice**” means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful gain;
  - (iv) “**Fraudulent Practice**” means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
  - (v) “**Obstructive Practice**” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract or deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements before investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or acts intended to materially impede the exercise of inspection and audit rights provided for under the Rules.

## 28.6 Evaluation Report (SPP Rule 45)

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

## F. AWARD OF CONTRACT

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

- 29.1 Subject to clauses IB 30 and IB 34 and provision of the rule: The procuring agency shall award the contract to the bidder whose bid has been determined to be substantially responsive to the bidding documents, and who has offered the lowest evaluated bid, but not necessarily the lowest submitted price, within the original or extended period of bid validity. Provided that such bidder has been determined to be eligible in accordance with the provisions of clause IB 03 and qualify pursuant to sub-clause IB 29.2.
- 29.2 Procuring agency, at any stage of the bid evaluation, having credible reasons for or having *prima facie* evidence of any deficiency(ies) in contractor’s capacities, may require the contractor to provide information concerning their professional, technical, financial, legal or managerial competence whether already pre-qualified or not for the said project.

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

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

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

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

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

**31.6 Debriefing (SPP Rule 51)**

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

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

- 32.1 The successful bidder shall furnish to the procuring agency a Performance Security in the form of pay order or demand draft or bank guarantee, and the amount stipulated in

the bidding data and the Conditions of Contract within a period of 28 days after the receipt of Letter of Acceptance.

- 32.2 Failure of the successful bidder to comply with the requirements of Sub-clause IB.32.1 or clauses IB 33 or IB 35 shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security.
- 32.3 Validity of performance security shall extend at least ninety days beyond the date of completion of contract, or as mentioned in the bidding data to cover defects liability period or maintenance period subject to final acceptance by the procuring agency.

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

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

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

### **33.4 Stamp Duty**

The formal Agreement between the Procuring Agency and the successful bidder shall be duly stamped at rate of 0.3% of bid price (updated from time to time) stated in Letter of Acceptance.

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

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

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

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

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

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

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

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

# **BIDDING DATA**



## **BIDDING DATA**

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

### *Instructions to Bidders*

#### *Clause Reference*

#### **1.1 Name and address of the procuring agency**

##### ***Project Director***

*Sindh Parliamentarians Residences*

*Room No. 108*

*Provincial Sindh Assembly*

*Karachi*

#### **1.2 Name of the Project and Summary of the works**

*The Employer intends to develop:*

##### ***Supply and Install Furniture at Sindh Parliamentarians Residencies Karachi***

*The summary of the project is:-*

*To supply and install Furniture at Sindh Parliamentarians Residences, Karachi in all respect with the provision of plant/equipment, labor and material required for execution, completion, for providing the same as specified in the Contract.*

#### **2.1 Name of the Borrower/ Source of Financing/ Funding Agency**

*The Employer has arranged funds from its own sources.*

#### **2.1 Amount and type of financing**

*Not used*

#### **8.1 Time limit for clarification**

*The Employer, will respond to any request for clarification which he receives earlier than 07 days prior to the deadline for submission of bids.*

*Copies of the Employer's response will be forwarded to all purchasers of the Bid Documents, including a description of the enquiry but without identifying its source.*

#### **10.1 Bid language**

*The same language in which the bid documents are written i.e. English language.*

#### **11.1 (B) Documents Accompanying the Bid**

The bid prepared by the bidder shall comprise Technical Bid and Financial Bid of the following components:

##### **A) The Bidder shall submit with its Technical Bid the following documents**

- Covering Letter
- Bid Security furnished in accordance with Clause IB.15

- Appendices (F to I & K) to Bid duly filled and signed, in accordance with the instructions contained therein.
- Power of Attorney in accordance with Clause IB 11.2.
- Valid Registration Certificates with FBR, National Tax No. Sales Tax No. and valid registration certificate with Sindh Revenue Board as Furniture Supplier.
- Any other documents prescribed in Particular Conditions of Contract or Technical Provisions to be submitted with the bid.
- In separate envelope, the documents in support of Technical Bid as stipulated.

**B) The Bidder shall submit with its Financial Bid the following documents**

- Covering Letter
- Form of Bid duly filled, signed and sealed, in accordance with Clause IB.17.
- Appendix-J to Bid duly filled and signed, in accordance with the instructions contained therein.
- Bill of Quantities completed in accordance with Clauses IB.11 and 12.

**13.1 Bidders to quote entirely in Pak. Rupees only**

**14.1 Period of Bid Validity**

*90 days*

**15.1 Amount of Bid Security**

*The amount of Bid Security shall be not less Rs. \_\_\_\_\_ of the Bid Amount.*

**16. Alternate Proposals by Bidders**

*Not Required*

**17.1 Venue, time, and date of the pre-Bid meeting**

*A Pre-Bid meeting will be held in the Office of the Project Director, Sindh Parliamentarians Residences on \_\_\_\_\_.*

**18. Format and Signing of Bid**

Sub-Clause IB 18.4 is deleted and replaced with the following:

- 18.4 The Bidder shall prepare one original of the Technical Bid and one original of the Price Bid comprising the Bid and clearly mark it "ORIGINAL-TECHNICAL PROPOSAL" and "ORIGINAL-FINANCIAL PROPOSAL / BID". In addition, the Bidder shall submit **two (2) copies** of the Bid and clearly mark each of them "COPY." In the event of any discrepancy between the original and the copies, the original shall prevail.

**19.1 Sealing and Marking of Bids**

- (a) ORIGINAL and one copy of the Technical Proposal / Bid comprising the document listed in IB 11.1-B (A) shall be separately sealed and put in separate envelope and marked as such.
- (b) ORIGINAL and one copy of the Financial Proposal comprising the document listed in IB 11.1-B (B) shall be separately sealed and put in separate envelope and marked as such.

**19.2 (a) Employer's address for the purpose of Bid submission**

**Office of the Project Director**  
**Sindh Parliamentarians Residences**  
 Room No. 108  
 Provincial Sindh Assembly  
 Karachi

**19.2 (b) Name and Number of the Contract**

**SUPPLY AND INSTALLATION OF FURNITURE AT SINDH  
 PARLIAMENTARIANS RESIDENCIES KARACHI**

**20.1 (a) Deadline for submission of bids**

\_\_\_\_\_ Hours on \_\_\_\_\_

**20.1 (b) Venue, time, and date of Bid opening**

*Venue :* **Office of the Project Director**  
**Sindh Parliamentarians Residences**  
 Room No. 108  
 Provincial Sindh Assembly  
 Karachi

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

IB 23 is deleted in its entirety and replaced with the following:-

**IB.23 Technical Proposal Opening**

- 23.1 The Procuring Agency will open the Technical Proposals/ Bids in the presence of Bidders' representatives. The Financial Proposals/ Bids of the Bidders will remain unopened and will be held in custody of the Procuring Agency until the specified time of their opening. The bidders' representatives who are present shall sign in a register, evidencing their attendance.
- 23.2 The Bid Securities will be submitted by the bidders alongwith Technical Proposals (one of the responsiveness requirement) and as such will consider during Technical Evaluation process.
- 23.3 Envelopes marked "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL" shall be opened and read out first and the name of the Bidder shall be read out. Bids for which an acceptable notice of withdrawal has been submitted pursuant to Clause IB.21 shall not be opened.
- 23.4 Procuring agency shall read aloud the name of the bidder, total bid price and price of any Alternate Proposal(s), if any, discounts, bid modifications, substitution and

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

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

## IB 23A Technical Evaluation Criteria

### A. Mandatory Requirements

For consideration of the Technical Proposals submitted by the bidders following are the mandatory requirements:

- a). Registered with tax authorities (FBR) with NTN and Sales Tax Number (documentary evidence to be provided by the bidder).
- b). Registered with Sindh Revenue Board as Furniture Suppliers (documentary evidence to be provided by the bidder)
- c). Bid Security as mentioned in Instruction to Bidders Clause IB-15.
- d). Drawings and Specifications of the furniture, as per the BOQ, to be provided by the supplier/ manufacturer alongwith the Technical Proposal.
- e). Documentary evidence of the year of establishment of the bidding firm.
- f). Documentary evidence of the bidders having requisite experience.
- g). Affidavit on the stamp paper (duly notarized) that the bidding firm is not black listed by any Procuring Agency, Govt. or Semi-Govt. Departments, Autonomous bodies, International Organization and any Client/ Employer, DHA or Cantonment in Pakistan.
- h). List of any present or past litigation of the Bidding Firm with any Procuring Agency, Govt. or Semi-Govt. Departments, Autonomous bodies, International Organizations or any other Client/ Employer (If "No" write "Nil" and submit an affidavit on Stamp Paper in this regard). Litigation statement shall be provided in the following format:

Sr. No.	Name of person/ Entity	Litigation Nature	Name of Project	Litigation date	Litigation result In progress/ concluded	If concluded, mention result

Further evaluation of only those bidders will be done who have cleared all the Mandatory requirements.

### B. Qualification Requirements

Following documents shall be evaluated (only for those Bidders who clear all mandatory requirements) on the basis of points as detailed below. Financial proposal Bid only those bidders shall be opened whose Technical Proposal gets 50% in each of the five categories mentioned below and 70 overall qualifying points out of 100 maximum points. The following information shall be presented in an

orderly manner and no extra/ additional information is required so as to facilitate efficient evaluation.

### 1. Previous Experience

**Max. Point 60**

- a) Experience of manufacturing and supplying of all types of furniture, as Prime manufacturer/ supplier, as per the following detail:-

- Government/ Commercial Organizations 10 Point  
Manufacturing/ supplying of Furniture as Prime Supplier/ Manufacturer, in last 10 years having total value of Rs. 20 Millions or above. Pro-rata Marks will be given for lesser value. Documentary proof (i.e. work order/ Purchase order or completion certificate) be attached. The projects/ details should be presented strictly in the following format and no additional information should be given.

Sr. No.	Name of Work	Employer/ Client	Amount (Rs.)	Date		Documents enclosed (Y/N)	
				Start	Compl.	W-order	Completion
1							
2							
3							
4							
5							

*Note: Only those projects will be considered whose work order/ purchase order and completion certificate, clearly indicating the name of the applicant as prime supplier/ manufacturer and the cost of the works is attached*

- Hotel/ Restaurants 25 Point  
Manufacturing/ supplying of Furniture to 4 star / 5 star hotels, as Prime Supplier/ Manufacturer, in last 10 years having total value of Rs. 20 Millions or above. Pro-rata Marks will be given for lesser value. Documentary proof (i.e. work order/ Purchase order or completion certificate) be attached. The projects/ details should be presented strictly in the following format and no additional information should be given.

Sr. No.	Name of Work	Employer/ Client	Amount (Rs.)	Date		Documents enclosed (Y/N)	
				Start	Compl.	W-order	Completion
1							
2							
3							
4							
5							

*Note: Only those projects will be considered whose work order/ purchase order and completion certificate, clearly indicating the name of the applicant as prime supplier/ manufacturer and the cost of the works is attached.*

- Educational Institutions 05 Point  
Manufacturing/ supplying of Furniture, as Prime Supplier/ Manufacturer, in last 10 years having total value of Rs. 20 Millions or above. Pro-rata

Marks will be given for lesser value. Documentary proof (i.e. work order/ Purchase order or completion certificate) be attached. The projects/ details should be presented strictly in the following format and no additional information should be given.

Sr. No.	Name of Work	Employer/ Client	Amount (Rs.)	Date		Documents enclosed (Y/N)	
				Start	Compl.	W-order	Completion
1							
2							
.							
5							

*Note: Only those projects will be considered whose work order/ purchase order and completion certificate, clearly indicating the name of the applicant as prime supplier/ manufacturer and the cost of the works is attached*

- b) Current commitment of manufacturing and supplying of all types of furniture, as Prime manufacturer/ supplier, having total value of Rs. 15 Millions. (Pro-rata Marks will be given for lesser value). Documentary proof (i.e. work order/ purchase order or acceptance letter) be attached. The projects/ details should be presented strictly in the following format and no additional information should be given. Max. Point. 20

Sr. No.	Name of Work	Employer/ Client	Amount (Rs.)	Date		Documents enclosed (Y/N)
				Start	Compl.	W-order/ A.L
1						
2						
.						
5						

*Note: Only those projects will be considered whose work order or Acceptance letter, clearly indicating the name of the applicant as prime supplier/ manufacturer and the cost of the works is attached.*

## 2. Organization Chart, Manpower and Tools

**Max Marks 10**

- a) Organization Chart Max. Point. 01
- b) Warehouse/ Storage Capacity Max. Point. 03  
The bidder possess a warehouse/ storage capacity having covered area 1,500 Sft. or above. Pro-rata Marks will be given for lesser area.
- c) Skilled Manpower Max. Point. 03  
The details of strength/ skilled manpower to be provided by the manufacturer/ supplier.
- d) Tools & Machinery Max. Point. 03  
The details of tools & machinery to be provided by the manufacturer/ supplier.

## 3. Documentary evidence of Financial Soundness

**Max. Point 10**

- a) Average Annual Turnover of last 03 years (to be ascertained from Audited Reports or Income Tax return dully accepted by FBR) Max. Point. 10

- Less than Rs. 20 million - 0 Points
- Rs. 20 million to Rs. 40 million - 02 Points
- Rs. 40 million to Rs. 60 million - 04 Points
- Rs. 60 million to Rs. 80 million - 05 Points
- Rs. 80 million to Rs. 100 million - 08 Points
- More than Rs. 100 million - 10 Points

**4. Quality Assurance System/ Procedure Max. Point 10**

- a) Each bidder has to provide details of initiatives undertaken by the company for Quality Control & Quality Assurance at various stages from manufacturing to supply/ delivery of furniture items. Max. Point 10

**5. Drawings and Specifications Max. Point 10**

- a) Drawings and Specifications of the furniture, as per the BOQ, to be provided by the supplier/ manufacturer alongwith the Technical Proposal Max. Point 10

*Note:*

*Procuring Agency will verify the validity of submitted documents from the respective Employers / Clients / Banks/ Auditors, etc. and if it is found out that any fake / misleading / un-verifiable document and / or information has been provided by the Bidder than the subject Bid would be liable for rejection and proceedings for blacklisting of the bidder may be initiated as per SPPRA Rules 2010.*

**IB 22B Financial Proposal Opening**

1. At the end of the evaluation of the Technical Proposal, the Employer will invite only those bidders who have been technically qualified and substantially responsive.
2. Financial proposal/ Bids of only those bidders shall be opened whose Technical Proposal get 50% points in each of the five categories and 70 overall qualifying points out of 100 maximum points (mentioned in IB 22A Technical Evaluation Criteria).
3. The Procuring Agency will notify Bidders in writing who have been rejected on the grounds of their Technical Proposals/ Bids being substantially non-responsive to the requirements of the Bidding Document and return their Price Bids unopened before inviting others, who are determined as being qualified, to attend the opening of Price Bids.
4. The Procuring Agency shall conduct the opening of Financial Proposals/ Bids of Technically qualified Bidders, publically in the presence of Bidders' representatives who choose to attend at the address, date and time specified by the Procuring Agency.  
  
The bidders' representatives who are present shall sign in a register, evidencing their attendance.
5. The bidder's name, Bid Prices, unit rates and any discount, and such other details as the Procuring Agency at its discretion may consider appropriate, will be announced by the Procuring Agency at the bid opening. The Procuring Agency will record minutes of bid opening.

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.

**32.1 Standard form and amount of Performance Security acceptable to the Employer**

*Performance Security shall be submitted before signing of the Contract Agreement in the shape of Bank Guarantee from AA Rated Schedule Bank equivalent to 5% of the Contract Price as stated in the Letter of Acceptance.*

**32.3 Stamp Duty**

*0.3% of the bid cost will be paid by successful bidder as stamp duty or as per prevailing law of provincial and federal government.*



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

**FORM OF BID**

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

**To,**

**Project Director**  
Sindh Parliamentarians Residences  
Room No. 108  
Provincial Sindh Assembly  
Karachi i.

**SUBJECT: SUPPLY AND INSTALLATION OF FURNITURE AT SINDH  
PARLIAMENTARIANS RESIDENCIES KARACHI.**

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 conditions.
2. We/ I 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/ I 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 \_\_\_\_\_ days beginning from the date Bids are opened.
4. We/ I 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 Appendix-A to Bid.
5. We/ I 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 do hereby declare that the Bid is made without any collusion, comparison of figures or arrangement with any other bidder for the Works.
8. We understand that you are not bound to accept the lowest or any Bid you may receive.

- 9. We undertake, if our/my bid is accepted, to execute the Performance Security referred to in Clause 10 of Conditions of Contract for the due performance of the Contract.
- 10. We confirm, if our bid is accepted, that all partners of the joint venture shall be liable jointly and severally for the execution of the Contract and the composition or the constitution of the joint venture shall not be altered without the prior consent of the procuring agency.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2017

Signature: \_\_\_\_\_

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

\_\_\_\_\_  
(Name of Bidder in Block Capitals)  
(Seal)

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

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

Witness:

Signature: \_\_\_\_\_

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

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

\_\_\_\_\_

Occupation \_\_\_\_\_

**BA-1**  
**APPENDIX - A TO BID**

**SPECIAL STIPULATIONS**

		<b>Clause No.</b>	
1.	Engineer representing Consulting Firm hired by the procuring agency to issue variation in case of emergency	3.1	Up to 2% of the contract price stated in the Letter of Acceptance.
2.	Amount of Performance Security	4.2	Up to 10% of contract price. Total amount including performance security and retention money deducted from bills should not exceed 10% of contract price stated in the Letter of Acceptance.
3.	Time for Furnishing Programme	8.3	Within 42 days from the date of receipt of Letter of Acceptance.
4.	Minimum amount of Third Party Insurance	18.3	Rupees one million (Rs. 1,000,000) per occurrence with number of occurrences unlimited.
5.	Time for Commencement	8.1	Within 14 days from the date of receipt of Engineer's Notice to Commence, this shall be issued within fourteen (14) days after signing of Contract Agreement
6.	Time for Completion	8.2 & 10.2	12 Months from the date of receipt of Engineer's Notice to Commence
7.	Amount of Liquidity Damages/ Delay Damages/ Penalties	8.7	0.1% Damages per day but total amount will not be more than 10% of contract Price
8.	Defects Liability Period	11.1	364 days from the effective date of Taking Over Certificate.
9.	Percentage of Retention Money	14.2	10% of the amount of Interim /Running Payment Certificate.
10.	Limit of Retention Money	14.2	5% of Contract Price stated in the Letter of Acceptance.
11.	Minimum amount of Interim/ Running Payment Certificates	14.2	Rs. 10 M
12.	Time of Payment from delivery of Engineer's Interim/ Running Payment Certificate to the procuring agency	14.7	30 days
13.	Mobilization Advance	14.2	10% of Contract Price stated in the Letter of Acceptance

**BB-1  
APPENDIX-B TO BID**

**FOREIGN CURRENCY REQUIREMENTS**

1. The Bidder may indicate here in below his requirements of foreign currency (if any), with reference to various inputs to the Works.
  
2. Foreign Currency Requirement as percentage of the Bid Price excluding Provisional Sums \_\_\_\_\_%.
  
3. Table of Exchange Rates

Unit of Currency	Equivalent in Pak. Rupees
Australian Dollar	-----
Euro	-----
Japanese Yen	-----
U.K. Pound	-----
U.S. Dollars	-----
-----	-----
-----	-----

**BC-1**  
**Appendix-C To Bid**

**PRICE ADJUSTMENT UNDER CLAUSE 13.8**  
**OF CONDITIONS OF CONTRACT**

**A. Weight ages or coefficients are used for price adjustment**

The source of indices and the weight ages or coefficients for use in the adjustment formula under Clause 13.8 of GCC shall be as follows:

<b>Cost Element</b>	<b>Description</b>	<b>Weightages</b>	<b>Applicable index</b>
<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>
(i)	Fixed Portion		
(ii)	Local Labour		Government of Pakistan (GoP) Federal Bureau of Statistics (FBS) Monthly Statistical Bulletin.
(iii)	Cement		“ “ “
(iv)	Reinforcing Steel		“ “ “
(v)	High Speed Diesel (HSD)		“ “ “
	<b>Total</b>	<b>1.00</b>	

**Notes:**

- 1) Indices for “(ii)” to “(iv)” are taken from the Government of Pakistan Federal Bureau of Statistics, Monthly Statistical Bulletin. The base cost indices or prices shall be those applying 15 days prior to the latest day for submission of bids. Current indices or prices shall be those applying 28 days prior to the last day of the billing period.
- 2) Any fluctuation in the indices or prices of materials other than those given above shall not be subject to adjustment of the Contract Price.
- 3) Fixed portion shown here is for typical road project, procuring agency to determine the weight age of Fixed Portion considering only those cost elements having cost impact of seven (7) percent or more on his specific project.

---

**Appendix-D to Bid****BILL OF QUANTITIES****A. Preamble**

1. The Bill of Quantities shall be read in conjunction with the Conditions of Contract, Specifications and Drawings.
2. The quantities given in the Bill of Quantities are estimated and provisional, and are given to provide a common basis for bidding. The basis of payment will be the actual quantities of work executed and measured by the Contractor and verified by the Engineer and valued at the rates and prices entered in the priced Bill of Quantities, where applicable, and otherwise at such rates and prices as the Engineer may fix as per the Contract (in case of item not mentioned in Bill of Quantities).
3. The rates and prices entered in the priced Bill of Quantities shall, except insofar as it is otherwise provided under the contract include all costs of Contractor's plant, labour, supervision, materials, execution, insurance, profit, taxes and duties, together with all general risks, liabilities and obligations set out or implied in the contract. Furthermore all duties, taxes and other levies payable by the contractor under the contract, or for any other cause, as on the date 14 days prior to deadline for submission of Bids in case of ICB/NCB respectively, shall be included in the rates and prices and the total bid price submitted by the bidder.
4. A rate or price shall be entered against each item in the priced Bill of Quantities, whether quantities are stated or not. The cost of items against which the contractor will have failed to enter a rate or price shall be deemed to be covered by other rates and prices entered in the Bill of Quantities and shall not be paid separately.
5. The whole cost of complying with the provisions of the Contract shall be included in the items provided in the priced Bill of Quantities, 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.
6. General directions and description of work and materials are not necessarily repeated nor summarised in the Bill of Quantities. References to the relevant sections of the bidding documents shall be made before entering prices against each item in the priced Bill of Quantities.
7. Provisional sums included and so designated in the Bill of Quantities shall be expended in whole or in part at the direction and discretion of the Engineer in accordance with sub-clause 13.5 of Part I, General Conditions of Contract.

# BILL OF QUANTITIES

## SUMMARY

Client :- Project Director , Sindh Parliamentarians Residences

Project :- Supply and Installation of Furniture at Sindh Parliamentarians Residences Karachi

<b>Sr. No.</b>	<b>Description</b>	<b>Amount (Rs.)</b>
1	Supply and Installation of Furniture	
<b>Total Amount Rs.</b>		



## BILL OF QUANTITIES

Client :- Project Director , Sindh Parliamentarians Residences

Project :- Supply and Installation of Furniture at Sindh Parliamentarians Residences Karachi

Sr. No.	Particulars	Qty.	Unit	Rate		Amount (Rs.)
				In Figure	In Words	
1	<b>Ground Floor</b>	39,107	Sft.			
2	<b>First Floor</b>	35,840	Sft.			
<b>Sub - Total Amount Rs.</b>						
3	<b>Typical Floor Furniture</b>					
a	Bed Room Set	2	Nos.			
b	Sitting Room Sofa Set	2	Nos.			
c	Center Table	2	Nos.			
d	Dinning Table Set (4 Persons)	1	Nos.			
e	Curtains	-	L/S.			
<b>Total Amount For One Unit.</b>						
<b>Total Amount For 199 Units.</b>						
4	<b>Speaker Apartment</b>					
a	Master Bed	1	Nos.			
b	Bed Room Set	2	Nos.			
c	Chairs	4	Nos.			
d	Table	2	Nos.			
e	Drawing Room Sofa Set (11 Persons)	1	Nos.			
f	Drawing Room Center Tables	2	Nos.			
g	Living Room sofa Set (6 Persons)	1	Nos.			
h	Living Room Center Table	1	Nos.			
i	Living Room Side Table	2	Nos.			
j	Dinning Table Set (10 Persons)	1	Nos.			
k	Sofa Set For Master Bed	1	Nos.			
l	PA Room Table	1	Nos.			
m	PA Room Chairs	3	Nos.			
n	PA Waiting Room Chairs	6	Nos.			
o	Curtains	-	L/S.			
<b>Total Amount Rs.</b>						
5	<b>Deputy Speaker Apartment</b>					
a	Bed Room Set	2	Nos.			
b	Chairs	4	Nos.			
c	Table	2	Nos.			
d	Drawing Room Sofa Set (11 Persons)	1	Nos.			
e	Drawing Room Center Tables	2	Nos.			
f	Living Room sofa Set (6 Persons)	1	Nos.			
g	Living Room Center Table	1	Nos.			
h	Living Room Side Table	2	Nos.			
i	Dinning Table Set (8 Persons)	1	Nos.			
j	Curtains	-	L/S.			
<b>Total Amount Rs.</b>						
<b>Total Amount of Furnitures Rs.</b>						

**BILL OF QUANTITIES****C. Daywork Schedule****General**

1. Reference is made to Sub-Clause 52.4 of the General Conditions of Contract Part-I. Work shall not be executed on a day work basis except by written order of the Engineer. Bidders shall enter basic rates for Daywork items in the Schedules, which rates shall apply to any quantity of Daywork ordered by the Engineer. Nominal quantities have been indicated against each item of Daywork, and the extended total for Daywork shall be carried forward to the Bid Price.

**Daywork Labour**

2. In calculating payments due to the Contractor for the execution of Daywork, the actual time of classes of labour directly doing the Daywork ordered by the Engineer and for which they are competent to perform will be measured excluding meal breaks and rest periods. The time of gangers (charge hands) actually doing work with the gang will also be measured but not the time of foreman or other supervisory personnel.
3. The Contractor shall be entitled to payment in respect of the total time that labour is employed on Daywork, calculated at the basic rates entered by him in the Schedule of Daywork Rates for labour together with an additional percentage, payment on basic rates representing the Contractor's profit, overheads, etc., as described below:
  - a) the basic rates for labour shall cover all direct costs to the Contractor, including (but not limited to) the amount of wages paid to such labour, transportation time, overtime, subsistence allowances and any sums paid to or on behalf of such labour for social benefits in accordance with Pakistan law. The basic rates will be payable in local currency only; and
  - b) the additional percentage payment to be quoted by the Bidder and applied to costs incurred under (a) above shall be deemed to cover the Contractor's profit, overheads, superintendence, liabilities and insurances and allowances to labour timekeeping and clerical and office work; the use of consumable stores, water, lighting and power; the use and repair of stagings, scaffolding, workshops and stores, portable power tools, manual plant and tools; supervision by the Contractor's staff, foremen and other supervisory personnel; and charges incidental to the foregoing.

***BD-08 to BD-15 of Standard Form of Bidding Documents for Procurement of Civil Works - Large Works are deleted being Not Applicable.***

**BE-1**  
**Appendix-E to Bid**

**PROPOSED CONSTRUCTION SCHEDULE**

Pursuant to Sub-Clause 7.2 of the Particular Conditions of Contract, the Works shall be completed on or before the date stated in Contract Data.

The Bidder shall provide the Proposed Construction Schedule in the form of “Programme” of Work and Monthly Progress Schedule described as under:-

**a. Programme of Work**

It shall be submitted in Primavera (level III) or PERT (Programme Evaluation Review Technique) showing the sequence of work items by which he proposes to complete the work 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.

**b. Monthly Progress Schedule**

A separate Bar Chart Showing “Monthly Progress Schedule” showing major activities related to Cost of Project shall be submitted alongwith Programme of work mentioned above. This Monthly Progress Schedule shall be considered as Scheduled Progress as defined in sub clause 1.16.11 in Particular Conditions of Contract. The scheduled progress shall be referred throughout the currency of contract unless revised with the approval of the Client. Specimen of Monthly Progress Schedule is as under:-

**Monthly Progress Schedule**

S/No.	Activity	Months											
		1	2	3	4	6	7	8	9	10	11	12	
	ABC												
	XYZ												
	Percentage Scheduled Progress	5%	15%	-	-	-	-	-	-	-	-	100%	

*Programme of Work and Monthly Progress Schedule shall be finalized upto the satisfaction of the Client before signing of Contract Agreement.*

---

**BF-1**  
**Appendix-F to Bid****METHOD OF PERFORMING THE WORK**

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

1. Organization Chart indicating head office and field office personnel involved in management and supervision, engineering, equipment maintenance and purchasing.
2. Mobilization in Pakistan, the type of facilities including personnel accommodation, office accommodation, provision for maintenance and for storage, communications, security and other services to be used.
3. The method of executing the Works, the procedures for installation of equipment and machinery and transportation of equipment and materials to the site.

**BG-1**  
**Appendix-G to Bid****LIST OF MAJOR EQUIPMENT - RELATED ITEMS**

[The bidder will provide on Sheet 2 of this Appendix a list of all major equipment and related items, under separate heading for items owned, to be purchased or to be arranged on lease by him to carry out the works. The information shall include make, type, capacity, and anticipated period of utilization for all equipment which shall be in sufficient detail to demonstrate fully that the equipment will meet all requirements of the Specifications.]

**BG-2**  
**Appendix-G to Bid**

**LIST OF MAJOR EQUIPMENT**

Owned Purchased or Leased	Description of Unit (Make, Model, Year)	Capacity HP Rating	Condition	Present Location or Source	Date of Delivery at Site	Period of Work on Project
1	2	3	4	5	6	7
a. Owned						
b. To be Purchased						
c. To be arranged on Lease						

**BH-1**  
**Appendix-H to Bid****CONSTRUCTION CAMP AND HOUSING FACILITIES**

The Contractor in accordance with Clause 6 of the Conditions of Contract shall provide description of his construction camp's facilities and staff housing requirements.

The contractor shall be responsible for pumps, electrical power, water and electrical distribution systems, and sewerage system including all fittings, pipes and other items necessary for servicing the contractor's construction camp.

The bidder shall list or explain his plans for providing these facilities for the service of the contract as follows:

1. Site Preparation (clearing, land preparation, etc.).
2. Provision of Services.
  - a) Power (expected power load, etc.).
  - b) Water (required amount and system proposed).
  - c) Sanitation (sewage disposal system, etc.).
3. Construction of Facilities
  - a) Contractor's Office. Workshop and Work Areas (areas required and proposed layout, type of construction of buildings, etc.).
  - b) Warehouses and Storage Areas (area required, type of construction and layout).
  - c) Housing and Staff Facilities (Plans for housing for proposed staff, layout, type of construction, etc.).
4. Construction Equipment Assembly and Preparation (detailed plans for carrying out this activity).
5. Other Items Proposed (Security services, etc.).

**BI-1  
Appendix-I to Bid****LIST OF SUBCONTRACTORS**

I/We intend to subcontract the following parts of the Work to subcontractors. In my/our opinion, the subcontractors named hereunder are reliable and competent to perform that part of the work for which each is listed.

Enclosed are documentation outlining experience of subcontractors, the curriculum vitae and experience of their key personnel who will be assigned to the Contract, equipment to be supplied by them, size, location and type of contracts carried out in the past.

<b>Part of Works (Give Details)</b>	<b>Subcontractor (With Complete Address)</b>
1	2



**BJ-1**  
**Appendix-J to Bid**

**ESTIMATED PROGRESS PAYMENTS (SAMPLE)**

Bidder's estimate of the value of work which would be executed by him during each of the periods stated below, based on his Programme of the Works and the Rates in the Bill of Quantities, expressed in thousands of Pakistani Rupees:

<b>Month</b>	<b>Amounts (in Millions)</b>
<b>1</b>	<b>2</b>
1 <sup>st</sup> Month	
2 <sup>nd</sup> Month	
3 <sup>rd</sup> Month	
4 <sup>th</sup> Month	
5 <sup>th</sup> Month	
-----	
-----	
12 <sup>th</sup> Month	
<b>Bid Price</b>	

**BK-1**  
**Appendix-K to Bid**

**ORGANIZATION CHART  
FOR THE  
SUPERVISORY STAFF AND LABOUR**

**(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. \_\_\_\_\_ Dated \_\_\_\_\_

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

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

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

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

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

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

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

.....  
[Procuring Agency]

[Contractor]

**FORMS**  
**BID SECURITY**  
**PERFORMANCE SECURITY**  
**CONTRACT AGREEMENT**  
**MOBILIZATION ADVANCE GUARANTEE**  
**INDEMNITY BOND FOR SECURED**  
**ADVANCE**

**BID SECURITY**

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

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

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

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

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

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the bid and at the request of the said Principal (Bidder) we, the Surety above named, are held and firmly bound unto \_\_\_\_\_ (hereinafter called the 'Procuring Agency') in the sum stated above for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

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

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

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

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

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

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

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

SURETY (Bank)

WITNESS:

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

Corporate Secretary (Seal)

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

Name, Title & Address

Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Corporate Guarantor (Seal)

**FORM OF PERFORMANCE SECURITY**

Guarantee No. \_\_\_\_\_  
Executed on \_\_\_\_\_  
Expiry date \_\_\_\_\_

[Letter by the Guarantor to the Procuring Agency]

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

Name of Principal (Contractor) with address: \_\_\_\_\_  
Penal Sum of Security (express in words and figures) \_\_\_\_\_

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

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

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

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

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

We, \_\_\_\_\_ (the Guarantor), waiving all objections and defences under the Contract, do hereby irrevocably and independently guarantee to pay to the procuring agency without delay upon the procuring agency's first written demand without cavil or arguments and without requiring the procuring agency to prove or to show grounds or reasons for such demand any sum or sums up to the amount stated above, against the procuring agency's written declaration that the Principal has refused or failed to perform the obligations under the Contract which payment will be effected by the Guarantor to procuring agency's designated Bank & Account Number.

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

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

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

Witness:

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

Signature \_\_\_\_\_

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

Name \_\_\_\_\_

Title \_\_\_\_\_

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

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

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



**FORM OF CONTRACT AGREEMENT**

THIS CONTRACT AGREEMENT (hereinafter called the "Agreement") made on the \_\_\_\_\_ day of \_\_\_\_\_ (month) 2017 between \_\_\_\_\_ (hereafter called the "Procuring Agency") of the one part and \_\_\_\_\_ (hereafter called the "Contractor") of the other part.

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

NOW this Agreement witnesseth as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents after incorporating addenda / Clarification as agreed or otherwise, if any, except those parts relating to Instructions to Bidders shall be deemed to form and be read and construed as part of this Contract, viz::
  - a). The Contract Agreement;
  - b). The Letter of Acceptance;
  - c). The completed Form of Bid;
  - d). Specification - Special Provision
  - e). Special Stipulations (Appendix-A to Bid);
  - f). The Particular Conditions of Contract - Part II;
  - g). The General Conditions - Part I;
  - h). Tender Drawings;
  - i). Specifications - Technical Provisions
  - j). The completed Appendices to Bid (B, C, E to N);
  - k). The priced Bill of Quantities (Appendix-D to Bid);
  - l). Programme of Work;
  - m). Monthly Progress Schedule
3. In consideration of the payments to be made by the Procuring Agency to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Procuring Agency to execute and complete the Supply and Fixing and remedy defects therein in conformity and in all respects with the provisions of the Contract.
4. The Procuring Agency hereby covenants to pay the Contractor, in consideration of the execution and completion of the Supply and Fixing as per provisions of the Contract, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

Signature of the Contactor

Signature of Procuring Agency

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

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

Signed, Sealed and Delivered in the presence of:

Witness:

Witness:

---

(Name, Title and Address)

---

(Name, Title and Address)

**MOBILIZATION ADVANCE GUARANTEE**

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

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

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

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

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

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

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

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

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

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

**GUARANTOR**

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

**WITNESS**

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

2. \_\_\_\_\_  
(Name Title & Address)

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

## INDENTURE FOR SECURED ADVANCES

(For use in cases in which is contract is for finished work and the contractor has entered into an agreement for the execution of a certain specified quantity of work in a given time)

This INDENTURE made the ..... day of ..... 2015 BETWEEN (hereinafter called "the Contractor" which expression shall where the context so admits or implied be deemed to include his heirs, executors, administrators and assigns) of the one part and THE GOVERNOR OF SINDH (hereinafter called "the Government" of the other part).

WHEREAS by an agreement, dated (hereinafter called the said agreement, the contractor has agreed to perform the under-mentioned Supply and Fixing (hereinafter referred to as the said work):-

AND WHEREAS the contractor has applied to the .....  
.....for an advance to him of Rupees .....  
(Rs. .... ) on the security of materials absolutely belonging to him and brought by him to the site of the said Supply and Fixing the subject of the said agreement for use in the said Supply and Fixing as he has undertaken to execute at rates fixed for the finished work (inclusive of the cost of materials and labour and other charge) AND WHEREAS the Government has agreed to advance to the Contractor the sum of Rupees, (Rs. .... ) on the security of materials the quantities and other particulars of which are detailed in Part II of Running Account Bill (B). the said Supply and Fixing signed by the contractor.

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On ..... and on such covenants and conditions as are hereinafter contained and the Government has reserved to itself the option of marking any further advance or advances on the security of other materials brought by the Contractor to the site of the said Supply and Fixing .

NOW THIS INDENTURE WTTNESSETH that in pursuance of the said agreement and in consideration of the sum of Rupees..... (Rs. ....) on or before the execution of these presents paid to the Contractor by the Government (the receipt whereof the Contractor doth hereby acknowledge) and of such further advances (if any) as may be made to him as aforesaid (all of which advances are hereinafter collectively referred to as the said amount) the Contractor doth hereby assign unto the Government the said materials by way of security for the said amount.

And doth hereby covenant and agree with the Government and declare ay follow:-

- (1) That the said sum of Rupees. .... RS. .... ) so advanced by the Government to the Contractor as aforesaid and all or any further sum or sums which may be advanced as aforesaid shall be employed by the contractor in or towards expending the execution of the said Supply and Fixing and for no other purpose whatsoever.
- (2) That the materials detailed in the said Running Account Bill (B) which have been offered to and accepted by (he Government as security for the said amount are absolutely by the Contractors own property free from encumbrances of any kind and the Contractor will not make any application for or receive a further advance on the security of materials which are not absolutely his own property and free from encumbrances of any kind and the contractor hereby agrees, at all times, to indemnify and save harmless the Government against all claims whatsoever to any materials in respect of which an advance has been made to him as aforesaid.

- (3) That the said materials detailed in the said Running Account Bill (B) and all other materials on the security of which any further advance or advances may hereafter be made as aforesaid (hereinafter called the said materials) shall be used by the Contractor solely in the execution of the said Supply and Fixing in accordance with the directions of the Divisional Officer (hereinafter called the Divisional Officer) and in the terms of the said agreement.
- (4) That the Contractor shall make at his own cost all necessary and adequate arrangement for the proper watch, safe custody and protection against all risks of the said material and that until used in Supply and Fixing as aforesaid the said materials shall remain at the site of the said Supply and Fixing in the Contractor's custody and at his own risk and on his own responsibility and shall at all times be open to inspection by (he Divisional Officer or any officer authorized by him. In the event of the said materials of any part (hereof being stolen, destroyed or damaged or becoming deteriorated in a greater degree than is due to reasonable use and wear thereof Contractor will forthwith replace the same with other materials of like quality or repair and make good the same as required by the Divisional Officer and the materials so brought to replace the said materials so repaired and made good shall also be considered as security for the said amount.
- (5) Hurt the said materials shall not on any account be removed from the site of the said Supply and Fixing except with the written permission of the Divisional Officer or an officer authorized by him in that behalf
- (6) That the said amount shall be payable in full when or before the Contractor receives payment, from the Government of the price payable to him for the said Supply and Fixing under the terms and provisions of the said agreement PROVIDED THAT if any intermediate payments are made to the contractor on account of work done then on the occasion of each such payment the Government will be at liberty to make a recovery from the Contractors Bill for such payment by deducting there from in the value of the said materials (actually used in the Supply and Fixing and in respect of which recovery has not been made previously) the value for this purpose being determined in respect of each description of material at (the rates at which the amount of the advances made under these presents were calculated).
- (7) at if the Contractor shall at any time make any default in the performance or observation in any respect of any of the terms and provisions of the said agreement or of these presents the total amount of the advance or advances that may still be owing to the Government shall immediately on the happening of such default be repayable by the Contractor to the Government together with interest thereon at twelve percent per annum from the date or respective dates of such advance or advances to the date of repayment and with all costs, charges, damages and expenses incurred by the Government in or for the recovery thereof or the enforcement of this security or otherwise by reason of (the default of the Contractor and any moneys so becoming due and payable shall constitute a debt due from the Contractor to the Government and the Contractor hereby covenants and agrees with the Government to repay and the same respectively to it accordingly.
- (8) That the Contractor hereby charges all the said materials with the repayment to the Government of the said sum of Rupees ..... (Rs. .... ) and any further sum or sums which may be advanced as aforesaid and all costs charges damages and expenses payable under these present PROVIDED ALWAYS and it is hereby agreed and declared that not, withstanding anything in the said agreement and without prejudice to the powers contained therein if and whether the covenant for payment and repayment hereinbefore contained shall become enforceable and the money owing shall not be paid to accordingly.

Once there with the Government may at any time thereafter adopt all or any of following courses as it may deem best ;-

- (a) Seize and utilize the said materials or any part thereof in the completion of the said Supply and Fixing on behalf of the Contractor in accordance with the provisions in that behalf contained in the said agreement debiting the Contractor with the actual cost of effecting such completion the amount due in respect of advances under these presents and crediting the Contractor with the value of work done as he had carried it out in accordance with the said agreement and at the rates thereby provided. If the balance is against the Contractor he is to pay the same to the Government on demand.
  - (b) Remove and sell by public auction the seized materials or any part thereof and out of the moneys arising from the sale retain all the sums aforesaid repayable to the Government under these presents and pay over the surplus (if any) to the Contractor.
  - (c) Deduct all or any part of the moneys owing out of the security deposit or any sum due to the Contractor under the said agreement.
- (9) That except as is expressly provided by the presents interest on the said advance shall not be payable.
- (10) That in the event of any conflict between the provisions of these presents and the said agreement the provisions of these presents shall prevail and in the event of any dispute or difference arising over the Supply and Fixing or effect of these presents the settlement of which has not been hereinbefore expressly provided for the same shall be referred to the Superintending Engineer/Executive District Officer/Officer one grade higher to officer signed the agreement Circle whose..... decision shall be final and the provisions of the Arbitration Act 1940 for the time being in force so far as they are applicable shall apply to any such reference.

Signed, sealed and delivered by\*  
In the presence of



1<sup>st</sup> witness  
2<sup>nd</sup> witness

Signed, sealed and delivered by\*  
In the presence of



1<sup>st</sup> witness  
2<sup>nd</sup> witness

**PART I -**  
**GENERAL CONDITIONS OF CONTRACT**

## Notes on the Conditions of Contract

The Conditions of Contract comprise two parts:

- (a) **Part I - General Conditions of Contract**
- (b) **Part II - Special Conditions of Contract**

Over the years, a number of “model” General Conditions of Contract have evolved. The one used in these Standard Bidding Documents was prepared by the International Federation of Consulting Engineers (Federation International des Ingenieurs-Conseils, or FIDIC), and is commonly known as the FIDIC Conditions of Contract. (The used version is the harmonized Edition March 2006).

The FIDIC Conditions of Contract have been prepared for an ad measurement (unit price or unit rate) type of contract, and cannot be used without major modifications for other types of contract, such as lump sum, turnkey, or target cost contracts.

The standard text of the General Conditions of Contract chosen must be retained intact to facilitate its reading and interpretation by bidders and its review by the procuring agency. Any amendments and additions to the General Conditions, specific to the contract in hand, should be introduced in the Particular Conditions of Contract.

The use of standard conditions of contract for all civil works will ensure comprehensiveness of coverage, better balance of rights or obligations between procuring agency and Contractor, general acceptability of its provisions, and savings in time and cost for bid preparation and review, leading to more economic prices.

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\* Add the following text if the bidding documents, as issued, do not include a copy:

“Copies of the FIDIC Conditions of Contract can be obtained from:

To request such permission please contact:

FIDIC CASE POSTALE, CH-1215 Switzerland;

Tel. +41 22 799 49 00;

Fax; +41 22 799 49 01

E-mail: [fidic@fidic.org](mailto:fidic@fidic.org).



# Conditions of Contract for CONSTRUCTION

FOR BUILDING AND ENGINEERING  
WORKS DESIGNED BY THE EMPLOYER

Multilateral Development Bank Harmonised Edition  
March 2006

## General Conditions

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INTERNATIONAL FEDERATION OF CONSULTING ENGINEERS  
INTERNATIONALE VEREINIGUNG BERATENDER INGENIEURE  
FEDERACION INTERNACIONAL DE INGENIEROS CONSULTORES



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# General Conditions

## General Provisions

### 1.1

#### Definitions

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

#### 1.1.1

##### The Contract

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

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

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

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

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

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

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

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

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

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



## 1.1.2

### Parties and Persons

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

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

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

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

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

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

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

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

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

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

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

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

## 1.1.3

### Dates, Tests, Periods and Completion

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

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

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

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

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

1.1.3.5 “Taking-Over Certificate” means a certificate issued under Clause 10 [ Employer’s Taking Over ].

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

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

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

1.1.3.9 “day” means a calendar day and “year” means 365 days.

#### 1.1.4 Money and Payments

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

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

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

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

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

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

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

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

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

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

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

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

1.1.5  
Works and Goods

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

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

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

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

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

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

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

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

1.1.6

Other Definitions  
computer programs

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

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

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

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

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

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

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

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

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

## 1.2

### Interpretation

In the Contract, except where the context requires otherwise:

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

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

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

## 1.3

### Communications

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

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

issued.

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

1.4  
Law and Language

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

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

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

1.5  
Priority of Documents

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

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

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

**PARTICULAR CONDITIONS OF**  
**CONTRACT**

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

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

### **1.1 DEFINITIONS**

1.1.2.2 The Employer is **PROJECT DIRECTOR, SINDH PARLIAMENTARIAN RESIDENCES, KARACHI**. Wherever the term Client or Owner appears in the Tender Document, it shall mean the "Employer".

1.1.2.3 "**Contractor**" means any person or persons, company, corporation, firm or joint venture submitting a Bid Tender.

1.1.2.4 The Engineer is **M/s Osmani & Company (Pvt.) Ltd.**  
Consulting Engineers, Osmani House, 245/2K, Block-6, PECHS, Karachi  
Phones: 021-34536007 / 008, 34546541 / 42, Fax: 021-34534691  
Email: ocl-khi@osmani.com Web: www.osmani.com

or any other competent person appointed by the Employer, and notified to the Contractor, to act in replacement of the Engineer. Provided always that except in cases of professional misconduct, the outgoing Engineer to formulate his certifications / recommendations in relation to all outstanding matter, disputes and claims relating to the execution of the Works during his tenure.

Wherever the term Consultant or Consultants appears in the Bidding Documents, it shall mean the "Engineer" and vice-versa.

1.1.4.2 "**Contract Price**" means the sum stated in the Letter of Acceptance as payable to the Contractor for the execution and completion of the Works subject to such additions thereto or deductions there from as may be made and remedying of any defects therein in accordance with the provisions of the Contract.

1.1.6.10 "**Programme**" means the programme to be submitted by the Contractor in accordance with Sub-Clause 8.3 and any approved revisions thereto.

1.1.6.11 "**Scheduled Progress**" means the Monthly Progress Schedule as described in BE-1 Appendix-E to Bid included in Instruction to Bidder.

### **1.3 Communications**

Existing text is replaced with following:

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

- a). In writing and delivered by hand (against receipt) on Company or Organization letter head signed by the authorized person of concerned Party i.e. Employer, Engineer or Contractor;
- b). Approvals, certificates, consents and determinations shall not be unreasonably withheld or delayed. When a certificate is issued to a Party, the certifier shall send a copy to the other Party. When a notice is issued to a Party, by the other Party or the Engineer, a copy shall be sent to the Engineer or the other Party, as the case may be.

Following sub clauses 1.3.1 and 1.3.2 are added;

### 1.3.1 Correspondence to Contractor

For the purposes of this Sub-Clause, the Contractor shall, immediately after receipt of Letter of Acceptance, intimate in writing to the Employer and the Engineer by registered post, the address of his principal place of business or any change in such address during the period of the Contract.

### 1.3.2 Correspondence to Employer and Engineer

For the purpose of this Sub-Clause, the respective addresses are:

- a) The Employer is **PROJECT DIRECTOR, SINDH PARLIAMENTARIAN RESIDENCES, KARACHI.**
- b) The Engineer is **M/S. OSMANI & COMPANY (PVT.) LTD.** Consulting Engineers, Architects and Planners 245/2-K, Block-6, PECHS, Karachi-75400. Tel: (92-21) 34536007/ 08, 34546541/ 42 Fax: (92-21) 34534691, Email : [ocl-khi@osmani.com](mailto:ocl-khi@osmani.com), Website : [www.osmani.com](http://www.osmani.com)

### 1.4 Law and Language

- (a) The Contract Documents, shall be drawn up in the English language
- (b) The Contract shall be subject to the Laws of Islamic Republic of Pakistan.

### 1.5 Priority of Contract Documents

Delete the documents listed at (a) to (i) of the Sub-Clause and substitute with following:-

1. The Contract Agreement;
2. The Letter of Acceptance;
3. Addenda, if any;
4. The completed Form of Bid;
5. Special Stipulations (Appendix-A to Bid);
6. Specifications - Special Provisions
7. The Particular Conditions of Contract - Part II;
8. The General Conditions - Part I;
9. Specifications - Technical Provisions
10. The priced Bill of Quantities (Appendix-D to Bid);
11. The completed Appendices to Bid (B, C, E to L);
12. The Drawings;

In case of discrepancies between drawings, those of larger scale shall govern unless they are superseded by a drawing of later date regardless of scale. All Drawings and Specifications shall be interpreted in conformity with the Contract and these Conditions. Addendum, if any, shall be deemed to have been incorporated at the appropriate places in the documents forming the Contract.

### 1.6 Contract Agreement

In line six (6) replace the words "**Employer**" with "**Contractor**" and add the following sub paragraphs at the end:

The Contract Agreement would be made on stamp paper of an appropriate value under the law. Cost of stamp duty would be borne by the Contractor.

The Contractor shall at his own cost submit 9 x sets of Contract Agreement (photocopies) to employer, or as required by the employer in bound form, duly initialled and stamped by the Employer and the Contractor for the use of the Employer 2 x sets will be provided by the Contractor to the Engineer. Such submission shall be made within seven (7) days of

signing of the Contract Agreement by the Employer and Contractor.

## **1.9 Delayed Drawing or instruction**

Existing clause is deleted;

Following sub-clause 1.9.1 and 1.9.2 are added;

### **1.9.1 Shop Drawing**

The Contractor shall submit to the Engineer for review 3 copies of all shop and erection drawings applicable to this Contract as per provision of relevant Sub-Clause of the Contract.

Review and approval by the Engineer shall not be construed as a complete check but will indicate only that the general method of construction and detailing is satisfactory and that the Engineer's review or approval shall not relieve the Contractor of any of his responsibilities under the Contract.

### **1.9.2 As-Built Drawings**

At the completion of the Works under the Contract, the Contractor shall furnish to the Engineer 6 copies and one reproducible of all drawings amended to conform with the Works as built. The price of such Drawings shall be deemed to be included in the Contract Price.

## **3.1 Engineer's Duties and Authority**

Add following after last Para;

The following provisions shall also apply;

The Engineer shall obtain the specific approval of the Employer before carrying out his duties in accordance with the following Clauses:

- (i) Consenting to the sub-letting of any part of the Works under Sub-Clause 4.4 "Subcontractors".
- (ii) Certifying additional cost determined under Sub-Clause 4.12 "Unforeseeable Physical Conditions".
- (iii) Any action under Sub-Clause 4.2 "Performance Security" and Clause 18 "Insurance" of sorts.
- (iv) Any action under Sub-Clause 8.8 "Suspension of Work".
- (v) Any action under Sub-Clause 8.4 "Extension of Time for Completion".
- (vi) Any action under Sub-Clause 8.7 "Delays Damages"
- (vii) Issuance of "Taking Over Certificate".
- (viii) Issuing a Variation Order under Clause 13 "Variations and Adjustments": except:
  - a) in an emergency\* situation, as stated here-below, or
  - b) if such variation would increase the Contract Price by less than the amount stated in the Appendix-A to Bid.
- (ix) Fixing rates or prices.

- (x) Extra payment as a result of Contractor's claims.
- (xi) Release of Retention Money to the Contractor Sub-Clause 14.9 "Payment of Retention Money"
- (xii) Issuance of "Final Payment Certificate" under Sub-Clause 14.13
- (xiii) Issuance of "Defect Liability Certificate".

\* (If in the opinion of the Engineer an emergency occurs affecting the safety of life or of the Works or of adjoining property, the Engineer may, without relieving the Contractor of any of his duties and responsibilities under the Contract, instruct the Contractor to execute all such work or to do all such things as may, in the opinion of the Engineer, be necessary to abate or reduce the risk. The Contractor shall forthwith comply with any such instruction of the Engineer. The Engineer shall determine an addition to the Contract Price, in respect of such instruction, in accordance with Clause 52 and shall notify the Contractor accordingly, with a copy to the Employer.)

### **3.4 Replacement of the Engineer**

The Clause is deleted and replaced with the following:

If the Employer intends to replace the Engineer, the Employer shall, not less than 14 days before the intended date of replacement, give notice to the Contractor, of the name, address and relevant experience of the intended replacement Engineer. The Employer shall not replace the Engineer with a person against whom the Contractor raises reasonable objection by notice to the Employer, with supporting particulars.

### **4.2 Performance Security**

The text is deleted and substituted with the following:

The contractor shall provide Performance Security to the procuring agency in the prescribed form from the schedule Bank of Pakistan or from a foreign bank duly counter guaranteed by a Scheduled Bank in Pakistan. The Performance Security shall be 5% of the Contract Price stated in the Letter of Acceptance.

Besides obtaining 5% as Performance Security, the Security Deposit at rate of 5% will also be deducted from running bills, thus amount equal to 10% of the Contract Price is obtained from contractor i.e. 5% as performance security and 5% security deposit As Retention Money. Deductions from interim/running bills will be made from successful bidder after the bidder has furnished the required performance security and signed the contract agreement.

The cost of complying with requirements of this Sub-Clause (performance security) shall be borne by the contractor.

### **4.10 Site Data**

Existing first paragraph is deleted and replaced with following;

The contractor shall obtain Base data from all available sources including the Employer. However, responsibility of its confirmation, completion and correction rest upon the contractor.

### **4.12 Unforeseeable Physical Conditions**

Existing last para is deleted and replaced with following:

The decision of the Engineer regarding / existence of enforceable physical conditions and impact interim of cost or extension of time for completion shall be considered final and binding on contractor to accept the same.

#### **4.17 Contractor's Equipment**

Add the following paragraph at the end:

The Contractor shall, upon request by the Engineer at any time in relation to any item of hired Contractor's Equipment, forthwith notify the Engineer in writing the name and address of the Owner of the equipment and shall certify that the agreement for the hire thereof contains a provision in accordance with the requirements set-forth above.

#### **4.20 Employer's Equipment and Free-Issue Materials**

Existing Clause is deleted.

Add following Sub Clauses 4.25, 4.25.1, 4.25.2, 4.25.3, 4.25.4, 4.25.5 and 4.25.6:

#### **4.25 Compliance with Statutes Regulations and Laws**

The Employer presupposes that the Contractor has cognizance of all laws of Pakistan pertaining to the execution of the work. The Contractor shall confirm in all respects with the provisions of any such statute, ordinance or law as aforesaid and the regulations or by-laws of any local or other duly constituted authority which may be applicable to the works or public bodies and companies as aforesaid and shall keep the Employer indemnified against all penalties and liability of every kind for breach of any such statute, ordinance, law regulation or by-law. If the Contractor observes that the drawings and specifications are at variance therewith, he shall promptly notify the Employer / Engineer in writing and any necessary changes shall be adjusted as provided in the Contract for changes in the work. If the Contractor performs any work knowing it to be contrary to such laws, ordinance, rules and regulations and without such notice to the Employer he shall bear all costs arising there from.

The Contractor and his sub-contractors shall convey, store and make use of all explosives, dangerous petroleum acetylene, carbide or calcium and other similar material provided by them for use in or on the works in strict accordance with the provision of all laws, orders and regulations that are in force at the Site or may be issued from time to time by the Government.

Following sub clause 4.25.1 and 4.25.2 are added:

##### **4.25.1 Notice to Adjoining Property Owners**

The Contractor shall send or cause to be sent written notices to Owners of property adjacent to the Site or which may be affected in any way by the performance of the work contemplate notifying them as to the extent of the work included in so far as it affect surrounding property and complying with local ordinance and law.

##### **4.25.2 Giving of Notices and Payment Fees**

The Contractor shall give all notices and pay all fees and charges required to be given or paid be any national or state statute, ordinance or other law or any regulation or by- law of any local or other duly constituted authority in relation to the execution of the work or of any temporary works and by the rule and regulations of all public bodies and companies whose property of rights are affected or may be affected in any way by the works or any temporary works.

### **4.25.3 Supply of Water**

The Contractor shall, so far as is reasonably practicable, having regard to local conditions, provide on the Site, to the satisfaction of the Engineer or his representative, adequate supply of drinking and other water for the use of his staff and labour.

### **4.25.4 Arms and Ammunition**

The Contractor shall not give, or otherwise dispose of to any person or persons, any arms or ammunition of any kind or permit or suffer the same as aforesaid.

### **4.25.5 Day and Night Work and Work on Sundays or Holidays**

Unless otherwise stated in the Contract, the Works shall be executed in the day only within normal working hours. No work shall be carried out on Site on Sundays (locally recognised as day of rest) and on gazetted holidays, without the consent in writing of the Engineer except if the work is unavoidable or absolutely necessary for the saving of life or property or for the safety of the works in which case the Contractor shall immediately advise the Engineer. The Engineer shall not unreasonably withhold any such consent save in exceptional circumstances, nor do so if work on rest days or on gazetted holidays is considered by the Contractor to be necessary to meet the Time for Completion.

In case the contractor needs to work after normal working hours or on Sunday or holidays, he shall get specific approval before hand from the Engineer giving at least 2 days advance written notice. In such case, the contractor undertakes his liability to pay the Engineer for such extra working hours (beyond normal working hours) calculated on the basis of actual extra hours at the rate of 1.5 times of approved man-month rate of the Engineer's staff on duty on overtime payable to the Engineer by the 15<sup>th</sup> day of next month.

If the contractor works in night then he will have sufficient lighting arrangement at site of work and at way leaves also. He will also take necessary measures to avoid any accident.

### **4.25.6 Reporting of Accidents**

The Contractor shall report to the Engineer details of any accident as soon as possible after its occurrence. In the case of any fatality or serious accident, the Contractor shall, in addition notify the Engineer immediately by the quickest available means.

## **5.2 Objection of Nomination**

Replace this clause with the following:-

- a). The Employer may invite offer for performance by sub-contractor of any works in satisfaction of prime cost sums included in the tender documents. In the exercise of his options, offer will be made in writing to the accepting authority (Employer) who shall select the firm to do the work and inform the contractor who will be required to conclude the contract with the nominated sub-contractor for the execution of the work as specified by the Accepting Authority (Employer) to the Sub- Contractor. The Employer shall not nominate any sub-contractor. Against whom the Contractor shall make reasonable objection.
- b). The Contractor shall be responsible for any sub-contractor or contractor who may carryout any work or supply any material in connection with the contract, the sub-contractor will only be employed for supply of material after necessary approval of the Engineer, whether such person be selected by the Employer or by Contractor. The Contractor shall make good any loss or damage suffered by Employer by reason of default neglect or failure on the part of such person in relation to such work or material.

- c). Nothing herein contained shall relieve the Contractor of his liability and obligation under the contract or in any way affect the contractor's direct responsibilities to Employer nor shall it render Employer in any way responsible to such sub-contractor (s).

### **5.3 Payments to Nominated Sub-Contractors**

The Contractor shall pay to the nominated Subcontractor the amounts which the Engineer certifies to be due in accordance with the subcontract. These amounts plus other charges shall be included in the Contract Price in accordance with Sub-Clause 13.5 [Provisional Sums], except as stated in Sub-Clause 5.4 [Certification of Payments].

### **6.3 Persons in the Service of Employer**

Add "and Engineer Personnel" after the end of the Clause.

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

Existing Clause is deleted and replaced with following:

The Contractor shall submit to the Engineer detail showing number of each class of contract personnel and each type of Contractor Equipment (Stating workability Condition of each) on the site on daily basis and such detail will be recorded in and work diary which will be signed by the Contractor's and the Engineer's on daily basis. The record will be produced as and when demanded.

### **6.12 Foreign Personnel**

Replaced existing last line with following text:

be responsible for making appropriate security arrangements for their return at appropriate time and burial.

### **7.4 Testing**

Add additional sub-clause 7.4.1

#### **7.4.1 Factory Visits and Inspections**

The Contractor will arrange factory visit for obtaining approval of the Engineer and Client.

### **8.1 Commencement of Works**

Existing text is replaced with:

The Contractor shall commence the Works on Site from the date of receipt by him from the Engineer a written Notice to Commence. Thereafter, the Contractor shall proceed with the Works with due expedition and without delay.

### **8.3 Programme**

Existing text is replaced with following:-

The Contractor shall submit the programme of work within 14 days from the date of receipt of Letter of Acceptance/ Commencement or before date of signing of Agreement whichever is earlier, on bar chart and Primavera (level-III). The Contractor must also attach monthly progress schedule in terms of Percentage of project as described in Appendix-E to Bid (BE-1) which will be considered as "Scheduled Progress".

The time schedule may be adjusted from time to time but the contractual/ completion date shall remain unchanged unless extension of time is approved by the Employer in accordance with the contract conditions.

The approval by the Engineers of the programme shall not relieve the Contractor or the Employer from any obligation under the contract.

## 8.6 Rate of Progress

Existing text is replaced with following:

The Contractor Shall ensure that rate of progress does not fall below 20% of Scheduled Progress as reflected in the Monthly Progress Schedule (submitted and finalized before signing of Contract Agreement).

If for any reason, which does not entitle the Contractor to an extension of time, the rate of progress of the Works or any Section is at any time, in the opinion of the Engineer, is below 20% of Scheduled Progress as reflected in the Monthly Progress Schedule, then the Client will have prerogative to either terminate the contract or reduce/delete portion of work if the contractor fails to improve the progress within 30 days of receipt of notice under this Clause. The Engineer shall so notify the Contractor who shall thereupon take such steps as are necessary, subject to the consent of the Engineer, to expedite progress. The Contractor shall not be entitled to any additional payment for taking such steps. If, as a result of any notice given by the Engineer under this Clause, the Contractor considers that it is necessary to do any work at night or on locally recognized days of rest, he shall be entitled to seek the consent of the Engineer so to do. Provided that if any steps, taken by the Contractor in meeting his obligations under this Sub-Clause, involve the Employer in additional supervision costs, such costs shall, after due consultation with the Employer and the Contractor, be determined by the Engineer and shall be recoverable from the Contractor by the Employer, and may be deducted by the Employer from any moneys due or to become due to the Contractor and the Engineer shall notify the Contractor accordingly, with a copy to the Employer.

## 8.7 Delay Damages

Add following text in the beginning:

If the Contractors fails to follow to “**Scheduled progress**” as submitted in accordance with Appendix-E to Bid (BE-1) and falls below 20% of Schedule Progress than the Employer may reduce the work or terminate the Contract after given 30 days prior notice.

## 8.11 Prolonged Suspension

Replace “84 days” by “120 days”.

## 13.4 Payment in Applicable Currencies

Existing text is replaced with following:  
Payment shall be made in Pak Rupees only.

Add following Sub Clauses 13.9 to 13.13:

## 13.6 Day work

Existing clause is deleted;



### **13.9 Sources of Indices and Weightages**

The sources of indices shall be those listed in Appendix-C to Bid, as approved by the Engineer. As the proposed basis for price adjustment, the Contractor shall have submitted with his bid the tabulation of Weightages and Source of Indices if different than those given in Appendix-C to Bid, which shall be subject to approval by the Engineer.

### **13.10 Base, Current and Provisional Indices**

The base cost indices or prices shall be those prevailing on the day 28 days prior to the latest date for submission of bids. Current indices or prices shall be those prevailing on the day 28 days prior to the last day of the period to which a particular monthly statement is related. If at any time the current indices are not available, provisional indices as determined by the Engineer will be used, subject to subsequent correction of the amounts paid to the Contractor when the current indices become available.

### **13.11 Adjustment after Completion**

If the Contractor fails to complete the Works within the Time for Completion prescribed under Clause 43, adjustment of prices thereafter until the date of completion of the Works shall be made using either the indices or prices relating to the prescribed time for completion, or the current indices or prices, whichever is more favorable to the Employer, provided that if an extension of time is granted pursuant to Clause 44, the above provision shall apply only to adjustments made after the expiry of such extension of time.

### **13.12 Weightages**

The weightages for each of the factors of cost given in Appendix-C to Bid shall be adjusted if, in the opinion of the Engineer, they have been rendered unreasonable, unbalanced, or inapplicable as a result of varied or additional work executed or instructed under Clause 51. Such adjustment(s) shall have to be agreed in the variation order.

### **13.13 Payment of Income Tax**

The Contractor, Subcontractors and their employees shall be responsible for payment of all their income tax, super tax and other taxes on income arising out of the Contract and the rates and prices stated in the Contract shall be deemed to cover all such taxes.

### **14.2 Advance Payment**

Existing text is replaced with following:

Advance Payment shall be made available to the Contractor by the Employer as following:

- (a) Mobilization Advance of 10% of the Contract Price stated in the Letter of Acceptance shall be paid by the Employer to the Contractor in two equal parts upon submission by the Contractor of a Mobilization Advance Guarantee for the full amount of the Advance in the specified form from a Scheduled/ Commercial Bank in Pakistan acceptable to the Employer:
  - (1) First part within 14 days after signing of the Contract Agreement or date of receipt of Engineer's Notice to Commence, whichever is earlier; and
  - (2) Second part within 42 days from the date of payment of the first part, subject to:
    - i). Satisfaction of Engineer regarding mobilization of contractor on site.
    - ii). Provision of Engineer facilities as per Bill No. 1: Preliminary & General Items except permanent site office.
    - iii). Erection of Sign Board as per sub-clause 9.2 of Specifications - Special Provisions.
    - iv). Provision of First aid facilities

- v). Maintenance of Site Order Book as per Clause 37 of Specifications – Special Provisions.
  - vi). Submission of construction schedule as per Clause 8.3 of PCC.
  - vii). Submission of Programme of work and Monthly Progress Schedule as per Appendix-E to Bid (BE) upto the satisfaction of the Engineer/ Client.
- (b) This Advance shall be recovered in equal installments; first installment at the expiry of third month after the date of payment of first part of Advance and the last installment two months before the date of completion of the Works as per Clause 43 hereof.
- On full recovery of the Mobilization Advance, the Employer will return the said Guarantee to the Contractor duly discharge. However, the Employer will be at liberty to encash the Bank Guarantee of the Contractor, if the Contractor fails to extend the said guarantee 15 days before the expiry date of the guarantee.
- (c) Contractor shall pay interest on the mobilization advance at the rate of 10% per annum on the advance;

### **14.3 Application for Interim Payment Certificates**

Add following text at the end:

After verification by the Engineer, the Contractor shall make six (6) copies at his own cost and submit the same to the Engineer for further processing.

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

Add the following paragraph as:

- (d) for Secured Advance on non-perishable materials and sub-clauses (a), (b) and (c) will be applicable for plants only:-
- (I) The Contractor shall be entitled to receive from the procuring agency Secured Advance against an INDENTURE BOND in Public Works Account Form No.31 (Fin. R. Form No. 2) acceptable to the procuring agency of such sum as the Engineer may consider proper in respect of non-perishable materials brought at the site but not yet incorporated in the Permanent Works provided that:
    - (i) The materials are in accordance with the specifications for the permanent works;
    - (ii) Such materials have been delivered to the site and are properly stored and protected against loss or damage or deterioration to the satisfaction and verification of the Engineer/ Assistant Engineer but at the risk and cost of the Contractor;
    - (iii) The Contractor's records of the requirements, orders, receipts and use of materials are kept in a form approved by the Engineer, and such records shall be available for inspection by the Engineer;
    - (iv) The Contractor shall submit with his monthly statement the estimated value of the materials on site together with such documents as may be required by the Engineer for the purpose of valuation of materials and providing evidence of ownership and payment therefore.
    - (v) Ownership of such materials shall be deemed to vest in the procuring agency and these materials shall not be removed from the site or otherwise disposed of without written permission of the procuring agency;

- (vi) The sum payable for such materials on site shall not exceed 75 % of the (i) landed cost of imported materials, or (ii) ex-factory / ex-warehouse price of locally manufactured or produced materials, or (iii) market price of stands other materials;
- (vii) Secured Advance shall not be allowed unless and until the previous advance, if any, is fully recovered;
- (viii) Detailed account of advances must be kept in part II of running account bill or a separate statement; and
- (ix) Secured Advance may be permitted only against materials/quantities anticipated to be consumed / utilized on the work within a period of 3 months from the date of issue of secured advance and in no case for full quantities of materials for the entire work/contract.

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

Secured Advance paid on non-perishable materials to the Contractor under the above provisions shall be effected from the monthly payments on actual consumption basis, but not later than period specified in the rules not more than three months (even if unutilized);

Following sub-clause is added:

### **14.9.1 Payment of Retention Money**

Upon the issue of the Taking-Over Certificate with respect to the whole of the Works, one half of the Retention Money or upon the issue of a Taking-Over Certificate with respect to a Section or part of the Permanent.

Works only such proportion thereof as the Engineer determines having regard to the relative value of such Section or part of the Permanent Works, shall be certified by the Engineer for payment to the Contractor.

- (a) Upon the expiration of the Defects Liability Period for the Works the other half of the Retention Money shall be certified by the Engineer for payment to the Contractor. Provided that, in the event of different Defects Liability Periods having become applicable to different Sections or part of the Permanent Works, the expression "expiration of the Defects Liability Period" shall, for the purposes of this Sub-Clause, be deemed to mean the expiration of the latest of such periods. Provided also that if at such time, there shall remain to be executed by the Contractor any work instructed, in respect of the Works, the Engineer shall be entitled to withhold certification until completion of such work of so much of the balance of the Retention Money as shall, in the opinion of the Engineer, represent the cost of the work remaining to be executed.

### **14.15 Currencies of Payment**

Existing text is replaced with following:

Payment shall be made in Pak Rupees only

### **15.2 Termination by Employer**

Add following after sub para (f):

- (g) If the rate of progress below than 20% of Scheduled Progress.

## **18.1 General Requirements for Insurances**

At the end of the Clause add following:

Insurance company operating in Pakistan having atleast AA rating from PACRA/ JCR.

The cost of complying with requirements of this Clause shall be borne by the Contractor. The Contractor shall be liable for deductible losses not covered by insurance. The Insurance Policy shall state:-

- a. The Employer shall receive at least 30 calendar days written notice of Intended Cancellation or change effect in coverage.
- b. The Contractor is fully responsible to provide full indemnity to Employer in respect of liability against loss or damage.

Following Sub Clauses will be considered as deleted:

20.2, 20.3, 20.4, 20.7 and 20.8

## **20.5 Amicable Settlement**

Following text is deleted from the first line:

Under sub clause 20.4 above.

## **20.6 Arbitration**

Existing text is replaced with following:

Disputes not settled amicably shall be settled under the provisions of the Arbitration Act 1940 or any statutory modification or any reactment for the time being enforced. The place of arbitration shall be Karachi.

**SPECIFICATION -**  
**SPECIAL PROVISION**

# SPECIFICATIONS - SPECIAL PROVISIONS

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## **SPECIFICATIONS - SPECIAL PROVISIONS**

### **1. DESCRIPTION OF PROJECT**

#### **1.1. General**

The Employer intends to supply and install furniture at residences for Sindh Parliamentarians at Karachi.

### **2. THE SITE**

#### **2.1. Site of Works**

The Site of the Works is the area for construction lying within the right-of-way lines, boundaries and limits shown on the Drawings and any such additional areas adjacent thereto as may be designated by the Engineer from time to time for the construction to be performed under the Contract, and all such areas and additional areas shall be comprised in the Site as defined in Clause 1 of the Conditions of Contract.

The Employer will give to the Contractor possession of the area designated and defined as the Site and shown on the drawing as may be required to implement as much of the Works, when the Engineer's Notice to Commence the Works is given.

### **3. WORK UNDER THE CONTRACT**

#### **3.1. General Description**

The Contract comprises the execution and completion of the Works, remedying of any defects therein, maintenance of utility services, and the provisions of all labour, materials, equipment, plant and everything whether of a temporary or permanent nature required in and for such execution, completion, remedying and maintenance so far as the necessity for providing the same is specified or can reasonably be inferred from the Contract.

The following description of the Works to be performed under this Contract is general in nature and is not intended to describe all of the facilities to be provided under this Contract.

### **SUPPLY AND INSTALLATION OF FURNITURE AT SINDH PARLIAMENTARIANS RESIDENCIES KARACHI**

### **4. GENERAL RULES OF SPECIFICATIONS**

#### **a) Specification or as Specified**

"Specification" or "as specified" refers to the specifications outlined in these Documents and where no specifications are available for any work or where the same are found not applicable then the relevant applicable ASTM or BSS specifications or equivalent standards shall apply in the same order.

Any item for which no specifications are outlined but which are identified on drawings, shall be completed according to the standards as per ASTM / BSS, these include items that may be added in the future. The Employer / Employer's Representative may supplement such specifications during the progress of work. All materials and processes used for these items shall be subjected to standard testing and, if found below the pertinent ASTM / BSS standards, shall be removed from the site immediately at Contractor's expense.



**b) Standards and Codes**

Wherever reference is made in the specifications to the respective standards and codes in accordance to which goods and materials are to be furnished, and work is to be performed or tested, the provisions of the latest current edition or revision of the relevant standards and codes in effect shall apply, unless otherwise expressly set forth in the Contract.

**c) Materials and Processes**

All goods and materials to be incorporated in the Works shall be new, unused, of the most recent or current models and incorporate all recent improvements in design and materials unless provided otherwise in the Contract.

**d) Equivalent Materials, Processes, etc.**

Where specific materials, processes, etc. are specified and the same are not available other alternative materials and processes which ensure an equal or higher quality than those specified will be accepted subject to the Employer / Employer's Representative's prior review and written approval. The Contractor has to establish the non-availability of specified material prior to applying for equivalent differences between the those specified and the proposed alternatives must be fully described in writing by the Contractor and submitted to the Employer / Employer's Representative at least 30 days prior to the date when the Contractor desires the Employer / Employer's Representative's approval who may give such approval after determining that the alternative proposed ensures equal or higher quality.

**e) Approved, Directed, Instructed**

Approved, directed, instructed means the approval, etc. of the Employer / Employer's Representative unless otherwise stated.

**f) Alternatives**

Where alternative materials, processes etc., are specified the selection will depend on local conditions and discretion rests with the Employer / Employer's Representative whose decision shall be final and binding.

**g) Catalogues / Standards / Manufacturer's Instructions, etc.**

Wherever the manufacturer's/supplier's instructions, manuals, guarantees and ASTM/BSS Standards are referred to in the specifications and details of Bills of Quantities; all such literature shall be submitted by the Contractor to the Employer / Employer's Representative for due checking, approval and record.

**h) Applicability**

Unless stated or specified else-where to the contrary these General Rules shall apply to all sections of work irrespective of their sequence, location and description.

**5. DRAWINGS**

**5.1. Bid Drawings**

Existing clause is deleted;

## **6. SETTING OUT OF WORK AND SURVEY**

### **6.1. Reference Points, Lines**

Existing clause is deleted;

## **7. APPROVAL OF MATERIALS AND PLANT**

### **7.1. Quality of Materials**

All materials, fixtures, fittings, supplies and plant furnished under the Contract shall be new and unused, standard first grade quality and of the best workmanship and design. No inferior or low-grade materials, supplies or articles will be either approved or accepted, and all work of assembly and construction shall be done in a first-class and workmanlike manner. In asking for prices for materials intended for delivery to the Site and incorporation in the Works under any portion of these Specifications, the Contractor shall provide the manufacturer or supplier with complete information as may be necessary to secure compliance to this Clause and, in every case, he shall quote this Clause in full to each such manufacturer or supplier.

### **7.2. Submission of Samples and Data**

The Contractor shall submit within 02 months of award of Contract, for the approval of the Engineer, required shop drawings, catalogues, samples and other descriptive data for all mechanical, electrical, architectural and such other materials and plant designated by the Engineer, which the Contractor proposes for use under this Contract. For certain materials and plant, data may be required to be submitted in accordance with a detail form furnished by the Engineer. Samples of materials (2 sets) shall be submitted by the Contractor to the Engineer at Contractor's cost for approval sufficiently in advance of the materials intended to be incorporated in the Works.

The required shop drawings and samples are not provided by the Contractor, Employer will deduct sufficient amount from the monthly IPC of Contractor.

### **7.3. Testing**

Testing, except as otherwise specified herein, shall be performed by a testing agency as proposed by the Contractor and approved by the Engineer, at no extra cost to the Employer. The Engineer may require all testing to be carried out under his supervision only.

The quality control testing shall be performed by the Contractor's competent personnel in accordance with a site testing as approved by the Engineer. The Contractor shall keep a complete record of all quality tests programme performed on Site.

### **7.4. Testing Laboratory Certificates**

The Engineer may accept a certificate from a commercial testing laboratory, satisfactory to him, certifying that the product has been tested within a period acceptable to the Engineer and that it conforms to the requirements of these Specifications.

### **7.5. Inspection**

All material and Plant furnished and all work performed under this Contract will be subject to inspection by the Engineer at all times and in all states of completion both off-Site and on-Site. The Contractor shall furnish promptly without additional charge, all facilities,

labour and materials reasonably needed for performing such inspection and testing as may be required by the Engineer.

#### **7.6. Approved Sample at Site**

The Contractor shall, at all times, keep on the Site approved samples. All such samples shall be made available to the Engineer/ Employer as and when required.

#### **7.7. Site Laboratory**

The Contractor shall establish a Site laboratory for the purpose of necessary testing. The laboratory equipment shall remain the Contractor's property at all times.

### **8. CONSTRUCTION SCHEDULE**

#### **8.1. Submittal Date**

The programme of Works submitted by the Contractor in accordance with Clause 14 "Programme to be Submitted", of the Conditions of Contract shall be submitted in the form of a detailed schedule based on a computerized network analysis covering all construction activities indicating critical activities with critical path, resource scheduling for Contractor's Equipment, material and labour, within the period stated in the Appendix A to Bid. All the milestone shall be clearly identified.

#### **8.2. Requirements**

The detailed submittal shall consist of schedules, network analysis tabulations and narrative descriptions of the proposed construction programme.

Each summary or detailed schedule shall consist of a bar chart and a time-scaled network. The scheduled start and finish times for all activities on the bar chart shall agree with those on the network. All inter-relationships and inter-dependencies between structures shall be clearly indicated on the schedules.

The network shall show the order and interdependence of activities planned by the Contractor, and shall be time-scaled according to calendar dates.

#### **8.3. Monthly Reports**

Each month, the Contractor shall submit a report consisting of:

- Copies of the bar charts for the current phase with both actual progress and scheduled progress shown.
- Network analysis tabulations as in Sub-Clause 8.3 above, reflecting actual start and finish dates where applicable.
- A narrative report discussing any significant deviations from the schedule and, if necessary, explaining the steps proposed to be taken to maintain the approved schedule.

In case of failure of submission the monthly progress reports in due time, the Payment of the monthly bill will be withheld till its submission.

### **9. NOT USED**

## **10. SITE OFFICE AND TEMPORARY FACILITIES PROVIDED BY THE CONTRACTOR**

### **10.1. Contractor's Office, Facilities etc.**

The Contractor shall establish and maintain a Site office. The Contractor shall provide all facilities in connection with the execution, completion, of the Works, remedying defects therein and maintenance of the utilities services. The facilities shall, not be limited to, the Contractor's Site Office, labour camps, workyard and storage areas, temporary water supply, waste water disposal, temporary electricity, medical unit, temporary roads, fire protection and fire fighting equipment etc.

The Contractor shall be solely responsible for arranging the facilities. The Contractor shall arrange his labour camp, work yard, storage area, site office within the area available at the Site.

### **10.2. Notice Board**

The Contractor shall erect and maintain at the Site in a location to be approved by the Engineer, 3 Nos. Sign Boards 4.45M height and 2 M wide for writing the name of Work, name of Employer, name of Consultants, name of Contractor and Project Cost. The notice board shall comprise of the following;

- Frame of 3" dia GI Pipe properly painted as per the direction of the Consultants/ Engineer and as per drawing.
- 2 Nos. Posts of 3" dia GI Pipe 4.45M above ground and 1M below ground embedded in 1:2:4 CC 2'x2'x4' with proper arrangements of anchorage and brasses. Pipes painted with anti-rust as directed by the Engineer.
- 4 Nos. Steel Sheets 0.6M high and 2M wide fixed on both sides with 50mm gap between each. The background of plates is of white color whereas the writing would be black or red color (as approved by the Engineer)
- White imported 3M sheet used as background. The color of monogram would be, green, red or black etc. (as approved by the Engineer)
- Alphabets of appropriate size as approved by the Engineer in 3M reflective sheet in blue/ black color.

The Contractor shall maintain the display of the notice boards at his own cost throughout the length of the project.

## **11. OTHER FACILITIES FOR ENGINEER'S PERSONNEL PROVIDED BY THE CONTRACTOR**

Supplier/ Manufacturer is required to arrange factory/ warehouse/ projects visits, as and when required, by the representatives of Employer/ the Engineer for inspection/ testing of material etc. In this regard, Costs of all above facilities are deemed to be included in the Contract Price and no additional payment shall be made by the Employer to the Contractor under any circumstances.

## **12. SAFETY**

### **12.1. Accident Prevention, Protective Equipment**

The Contractor shall comply and enforce compliance by all his Subcontractors with the highest standards of safety and accident prevention in compliance with all applicable laws, ordinance and statutory provisions. Where overhead work is being carried out, warning/ safety signs shall be installed at ground level clearly warning of the overhead work.

All warning/ safety signs shall be in two languages, English and Urdu, and shall at all times be maintained in a clean and legible condition, to the satisfaction of the Engineer. Trash shall be removed at frequent intervals to the satisfaction of the Engineer.

The Contractor shall provide protective equipments to their staff at site in a manner that all the officers of the Contractor must wear the safety shoe and safety cap and the labour must wear the safety shoes, coverall (dangary) and safety caps.

The warning/ safety signs and protective equipments would not be provided by the Contractor, Employer will deduct sufficient amount from the monthly IPC of Contractor.

### **13. PAYMENT FOR WORK REQUIRED BY SPECIAL PROVISIONS**

Unless otherwise specifically stated in the Contract, the price of all work required by the Special Provisions shall be considered to be included in the Contract Price.

14. The Bided Rates shall be inclusive of all lead and lift and no additional payment for this item shall be admissible.
15. The Contractor's rates shall include all incidental charges in connection with the work such as the cost of removing trees, shrubs, grass, etc., which interfere with the execution of the work which will be carried out by the Contractor upto the satisfaction of the Engineer prior to the earthwork. No extra payment for these items will be paid by the Employer.
16. No alterations or additions shall be made by the Contractor in the Bill of Quantities and rates must be filled in ink or typed out both in figures and words clearly and legibly in the columns provided in the schedule of quantities. All corrections must be initialed by the contractors. Any Bid which does not comply with this condition will be liable to be summarily rejected and not taken into account when preparing comparative statement.
17. Materials obtained from excavations will be the property of the Employer. Serviceable materials are to be stacked in places pointed out by Engineer-in-charge. The Contractor undertakes to have the site clean and free from rubbish to the satisfaction of the Engineer. All surplus materials, rubbish, etc., will be removed to places to be fixed by the Engineer and nothing extra will be paid for this.
18. On completion of the work or earlier as directed by the Engineer, the Contractor shall remove all temporary structure (Godowns, site offices, etc.), erected by him at the site of work. He shall fill tanks dug out by him at site, remove all debris and other materials like surplus sand, stone ballast, rubbish, etc.; and in short, shall leave the site in a neat and tidy condition. Cost of these works shall be deemed to be included in the Contract Price and no payment shall be made by the Employer on this accident.
19. The contractors in the course of their works should understand that all material (e.g. , stone and other materials) obtained in the work or dismantling, excavation, etc., will be considered as Employer's property and issued to the contractors (if they require the same for their own use) at rates approved by the Engineer. If the materials are not required by them they will be disposed off in the interest of Employer.
20. The contractor shall inspect the site of works and acquaint himself with the nature and requirements of the work, facilities of access for materials, removal of rubbish, cost of carriage, nature of strata, etc., before submitting his Bid.
21. The contractor shall have to make temporary approach roads, etc., at his own cost to facilitate movement of materials, such approach roads shall be aligned in a manner approved by the Engineer.

22. The contractor shall have to make proper arrangements for road crossing barriers during working hours in the day time as well as in the night when danger lights will have to be provided on either ends at his own cost and no extra cost will be paid. Sufficient barricades and red lights will be provided by the Contractor where required to avoid the chances of accidents. In case an accident occurs for failure on the part of the contractor, he shall be entirely responsible for the consequences.
23. The Contractor shall have to make arrangements for diversions for traffic wherever necessary and shall have to provide diversion and caution boards as per directions of the Engineer at his own cost for which no extra cost will be paid. The diversion shall be watered and consolidated as per directions of the Engineer.
24. No material shall be removed from the site without the written permission of the Engineer.
25. Dewatering including shoring wherever so required pumping, bailing out water, drainage of water within plot areas if any shall be deemed to have been included in the rates quoted by the Bidders and no extra payment will be made. The rates shall be deemed inclusive of such incidental charges.
26. The Contractors shall execute all works at their own cost for diversion of water away from the plot as per site requirements to have full satisfaction of Engineer and no additional payment will be made on this account.
27. The Engineer reserves the right to select all materials and the type, grade, heating capacity and quantity of proportion of any or all materials as required for a particular work. The decision of Engineer in this respect shall be final and binding on the Contractor. The rejects on materials must be carted at his own cost. If the rejected materials are not removed within one month of its rejection the materials will become the property of the Employer or will be removed at Contractors cost.

**28. ATTENDANCE OF MEETINGS**

The Contractor shall attend and shall cause his Sub-Contractors to attend any or all meetings when called by the Employer or the Engineer or his Representative to discuss progress of the work and other matters related to the work and the Contract, without any compensation from the Employer.

- a). The Contractor shall bear all expenses of the Employer and his agents and representatives and the Engineer, his agents and representatives if requested by the Contractor for any meetings, instructions and approvals away from the Site.
- b). The proceedings of the meetings shall be recorded by the Engineer which shall be circulated to all the participants including those of the Contractor. All decisions taken in the meetings shall be binding on the Contractor and shall form part of the Contract.

**29. DOCUMENTS NOT TO BE ALTERED OR MUTILATED**

No alteration or mutilation (other than filling in all the blanks intended to be filled in) shall be made in the form of Bid or in any of the documents attached to it. Any comments which it is desired to make shall not be placed on any of the documents attached hereto, but shall take the form of a separate statement which shall be as brief as possible and referenced to items, clauses and pages of the annexed documents.

Such statements shall not qualify the acceptance of the Bid based upon a proposed change or changes in the annexed documents, nor shall be binding upon the Employer in any way in making the award. Alterations of already written prices must be signed in the place of alteration by the Bidder or his legally authorized representative.

### **30. PERSONAL LIABILITY OF PUBLIC OFFICIALS OR ENGINEER**

In carrying out any of the provisions of these specifications, or in exercising any power of authority granted to them by or within the scope of the Contract, there shall be no liability upon the Employer or his authorized representatives or the Engineer or his authorized representatives their personally or in their official capacity, it being understood that in all matters they act solely as agents and representatives of the Employer.

### **31. ACCESS AND EXISTING ROADS**

If the Contractor finds it necessary or elects to use existing roads, the Contractor shall make all necessary arrangements and obtain all permits from the relevant departments for travel over and use of such roads. The Contractor shall observe all rules regulations of the concerned department regarding the use of said roads. The cost of maintaining all necessary safety measures and temporary structures and making any necessary repairs, replacements or similar operations and all or any other costs required by reason of his use of such roads shall be borne by the Contractor and the Contractor shall save harmless and indemnify the Employer in respect of all claims, demands proceedings, damages, costs, charges and expenses whatsoever arising out of or in relation to any such operation or interference.

### **32. FIRST AID FACILITIES**

The Contractor shall provide and maintain adequate First Aid Facilities at all times, convenient to the Site to the approval of the Employer.

### **33. FINAL HAND-OVER**

At the end of the Period of Maintenance stipulated in the contract, the Employer on application of the Contractor, shall decide the members of the final hand over committee and announce the same to the Contractor. The committee, after inspection of Work, if satisfied that there are no deficiencies or defects due to work of the Contractor shall certify the final hand-over, and the Employer will then issue a final Certificate of Completion of Work within thirty (30) calendar days thereafter.

### **34. EMPLOYER AND ENGINEER NOT PERSONALLY LIABLE**

No member or officer of the Government or the Employer or the Employer's Representative or the Engineer or his representatives or any one of their respective staffs or their employees shall be in anyway personally bound or liable for the acts or obligations of the contractor under the contract or answerable for any default or omission in the observance or performance of any of the acts, matters or things which are herein, contained.

### **35. PROGRESS PHOTOGRAPHS**

The contractor shall furnish to the Employer and to the Engineer every two weeks at least six photographs to clearly show the progress of construction. The photographs shall be submitted in glossy prints 20 cm x 20 cm. Each print shall be marked on the back with the date and serial number. There shall be no writing, lettering or marking on the face of the photographs. The set of photographs of the Engineer should accompany respective negatives.

### **36. SITE ORDER BOOK**

The Contractor shall maintain site order book {of triplicate leaves} at the Site, for taking down instructions of the Engineer and/ or the Employers, with out any obligation and charges to the Employer / Engineer.

**37. BAR BENDING SCHEDULES**

Existing clause is deleted;

**38. REPORT ON PROGRESS OF WORK AND PHOTOGRAPHS**

The Contractor shall, during the execution of the work, submit to the Employer (3 copies) and ENGINEER (2 copies) so as to reach them in the first week of every calendar month, a report on the actual progress of the works attained by him during the preceding month fully supported with colour photographs of (5"x7") size, at least 15, depicting the complete stages of the works. Each photograph should be properly pasted on A-4 size paper, indicating the location and other relevant information of the area photographed. The report will be submitted on the standard format to be supplied later on. In case the Supervision Engineer are different from the Design Engineer, one copy each of photographs should be sent to both the Engineer.

The set of photographs for the Design Engineer should be submitted with respective negatives.

**39. OBTAINING OF NOC FROM THE CONCERNED AUTHORITIES**

The contractor shall have to acquire prior NOC from the concerned authorities prior to start/ execution of work. Without taking NOC the Contractor will be responsible for any mishap / damage.

The entire activity can only be carried out in presence of the concerned authorities representative after issuance of NOC.