

SINDH INDUSTRIAL TRADING ESATES LIMITED

Manghopir Road, Karachi.

TENDER NOTICE

Sindh Industrial Trading Estates Limited invites sealed bids on single stage one envelope procedure from firms / contractors for following work.

Sr. No.	Name of Work	Completion Period	Estimated Cost	PEC Category	Tender Cost
1.	Construction of RCC Nallah, Repair & Maintenance of Boundary Wall & Inside Pavement Jungle Cutting, Earth Filling, Construction of Underground Tanks (4 Nos.), De-silting & Installation of Street Lights and other allied works at Moriro Qabristan SITE Karachi.	06 Months	142.86 million	C-4 and above	Rs. 1500/=

Tender documents can be obtained from the office of undersigned, up to *1st November, 2017* during working hours on payment of non-refundable tender cost through pay order from any schedule Bank in favour of SITE Ltd.

The sealed tenders completed in all respect accompanied with earnest money/bid security equal to 4.0% of the bid amount in shape of pay order/CDR in favour of SITE Limited will be received on *2nd November, 2017* up to *02:00 p.m.* and opened on the same day at *02:30 p.m.* publicly by the procurement committee in the presence of the contractors who opt to be present.

Bid offer shall remain valid for 90 days from the date of opening of the tenders. Rates should be quoted inclusive of all taxes in Pak Rupees.

The following documents should be submitted for the post qualification.

1. Valid /Registration with Pakistan Engineering Council in Category as mentioned with discipline CE01, CE10 & (EE04, EE05, EE06 & EE10 for the year 2017.
2. Documentary evidence/Work orders of 2 No. works having cost **140.0** million for each of similar nature completed within last two years along with completion certificate.
3. Affidavit of contractor/firm that the firm is not black listed in any Government or Semi Government Department.
4. Valid Registration with FBR (NTN).
5. Affidavit of the Contractors/ firm that the firm is not involved in litigation with any executing agency.
6. Valid Registration with Sindh Revenue Board.
7. Bank Statements for last 03 years.
8. Affidavit that the information provided is true.

SITE Limited, reserves the right to reject any or all tenders before award of contract. The above tender notice is available at website: www.site.com.pk and also at SPPRA website: <http://www.pprasindh.gov.pk>. Interested parties can obtain further information from the office of the Chief Engineer, SITE Limited Karachi on telephone No. 021-99333148 during working hours on any working day.


CHIEF ENGINEER
SITE LTD, KARACHI.

SINDH INDUSTRIAL TRADING ESATES LIMITED

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CHIEF ENGINEER
SITE LTD, KARACHI.

DAWN

DAWN FRIDAY OCTOBER 13, 2017



**Sindh Industrial
Trading Estates Ltd.**

Manghopir Road, Karachi

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2. Documentary evidence / Work orders of 2 Nos. works having cost of 140.0 million each, of similar nature completed within last two years along with completion certificate.
3. Affidavit of contractor / firm that the firm is not black listed in any Government or Semi Government Department.
4. Valid Registration with FBR (NTN).
5. Affidavit of the contractor / firm that the firm is not involved in litigation with any executing agency.
6. Valid Registration with Sindh Board of Revenue.
7. Bank Statements for last 03 years.
8. Affidavit that the information provided is true.

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CHIEF ENGINEER, SITE LTD. KARACHI

Contributing to the Industrial Progress

THE DAILY JANG KARACHI

روزنامہ جنگ

پانی میر خلیل الرحمن

ہفتہ 23 محرم الحرام 1439ھ 14 اکتوبر 2017ء

صفحہ 282

چاند

85-925
3347111
3347112

SATURDAY OCTOBER 14, 2017

سندھ انتہا سٹیبل
ٹریڈنگ اسٹیشن لمیٹڈ
سٹاکھو پیر روڈ، کراچی



ٹینڈر نوٹس

سندھ انڈسٹریل ٹریڈنگ اسٹیشن لمیٹڈ کو ایک مرحلہ ایک لٹاؤ طریقہ کار کی بنیاد پر فرمز کنٹریکٹرز سے درج ذیل امور کیلئے سربمہر پولیاں مطلوب ہیں۔

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ٹینڈر دستاویزات یکم نومبر 2017ء قریبی اوقات میں ذریعہ پیشگی کے دفتر سے نام قابل واپسی ٹینڈر فیس بذریعہ کسی بھی شیڈول بینک کے بے آر ڈر بینک سائٹ لمیٹڈ اور بے آر ڈر بینک سائٹ لمیٹڈ کے نوٹس حاصل کیے جاسکتے ہیں۔

پہلے طے کئے سربمہر ٹینڈر پولی کی مکمل قیمت کے 4.0 فیصد کے مساوی زر بیجا بنا ہولی ضمانت بٹیکل بے آر ڈر ای سی ڈی آر بینک سائٹ لمیٹڈ 2 نومبر 2017ء دوپہر 02:00 بجے تک وصول کیے جاسکتے اور عوامی سطح پر بذریعہ پروکیورمنٹ کمیٹی اسی روز دوپہر 02:30 بجے وہاں موجودگی کے خواہشمند کنٹریکٹرز کی موجودگی میں کھولے جاسکتے۔

پولی کی پیشکش ٹینڈر کھلنے کی تاریخ سے 90 روز تک کیلئے کارآمد ہوگی۔ رٹس پاکستانی روپے میں مع تمام سیکسز پیش کیے جائیں۔

پوسٹ کو الیکٹرانک کیلئے درج ذیل دستاویزات جمع کرانا لازمی ہے۔

۱۔ پاکستان انجینئرنگ کونسل کے ساتھ درج بالا کیلگری میں بعد ذیل CE01, CE10 اور EE04, EE05, EE06 & EE10 برائے سال 2017 کارآمد رجسٹریشن۔

۲۔ مہتممہ نوعیت کے کم از کم دو کاموں کی دستاویزی شہادت نوٹس آرڈر بینک کی نائیت 140.0 ملین فی کام ہوگئے ہوتے دو سال میں مکمل کئے گئے کام کی تفصیل مع پیمائش کی اسناد۔

۳۔ کنٹریکٹر فرم کا حلف نامہ فرم کی سرکاری / نیم سرکاری محکمے میں بیک لمیٹڈ نہیں ہے۔

۴۔ فیڈرل بورڈ آف ریونیو (این ٹی این) کی کارآمد رجسٹریشن۔

۵۔ کنٹریکٹر فرم کا حلف نامہ کہ وہ کسی کام کرنے والی ایجنسی کے ساتھ کسی قانونی مقدمے میں ملوث نہیں ہے۔

۶۔ سندھ بورڈ آف ریونیو سے کارآمد رجسٹریشن۔

۷۔ گزشتہ تین سال کا بینک اسٹیٹمنٹ۔

۸۔ حلف نامہ کہ فرم کردہ تمام معلومات درست ہیں۔

سائٹ لمیٹڈ کو یہ حق حاصل ہے کہ کنٹریکٹ ایوارڈ سے قبل کسی بھی ایک یا تمام ٹینڈرز کو مسترد کر دے۔ درج بالا ٹینڈر نوٹس سائٹ کی ویب سائٹ www.site.com.pk اور ایس پی پی آر سے کی ویب سائٹ <http://www.pprasinhd.gov.pk> پر بھی دستیاب ہے۔

خواہشمند پارٹیاں مزید معلومات چیف انجینئر، سائٹ لمیٹڈ کراچی کے دفتر کے فون 021-99333148 سے کسی بھی کام والے روز قریبی اوقات کار میں حاصل کر سکتی ہیں۔

چیف انجینئر سائٹ لمیٹڈ، کراچی

صنعتی ترقی میں شریک کار

Daily
KAWISH

روزانه

كاوش

جمع 13 آڪٽوبر 2017 ع

هڪ ڏينھن وقت ڪراچي، حيدرآباد ۽ سکر مان شايع ٿيندڙ پهرين سنڌي اخبار

سنڌ انڊسٽريل

ٽريڊنگ اسٽيشن لميٽيڊ

منگھو پيرو روڊ، ڪراچي



ٽينڊر نوٽيس

سنڌ انڊسٽريل ٽريڊنگ اسٽيشن لميٽيڊ کي هڪ مرحلي هڪ لڦافي طريقيڪار جي بنياد تي فرمن/ڪانٽريڪٽرن کان هيٺ ڏنل ڪمن لاءِ مهربند واک گهريل آهن.

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ٽينڊر دستاويز پهرين نومبر 2017 آفيس وقت دوران هيٺ صحيح ڪندڙ جي آفيس مان ناقابل واپسي ٽينڊر في ڪنهن شيڊيول بينڪ ذريعي پي آرڊر بحق سائٽ لميٽيڊ عيوض حاصل ڪري سگهجن ٿا.

هر لحاظ کان مڪمل مهربند ٽينڊر واک جي مڪمل قيمت 4.0 سيڪڙو جي مساوي سوئي رقم/واڪ رقم بيشڪل پي آرڊر/سي ڊي آر بحق سائٽ لميٽيڊ 2 نومبر 2017 منجهند 02:00 وڳي تائين وصول ڪيا ويندا ۽ عوامي سطح تي

بذريعه پروڪيورمينٽ ڪميٽي ساڳئي ڏينهن منجهند 02.30 وڳي اتي موجودگي جي خواهشمند ڪانٽريڪٽرز جي موجودگي پر ڪوليا ويندا.

واڪ جي آڇ ٽينڊر ڪولڻ جي تاريخ کان 90 ڏينهن تائين لاءِ ڪارآمد هوندي. اڳهه پاڪستاني رين پر ساڻ سمورن ٽيڪسن سميت پيش ڪيا وڃن.

پوسٽ ڪواليفڪيشن لاءِ هيٺ ڏنل دستاويز جمع ڪرائڻ لازمي آهن.

1. پاڪستان انجنيئرنگ ڪائونسل سان مٿي ڏنل ڊسپلن CE01, CE10 ۽ EE04, EE05, EE06 & EE10 سال 2017 لاءِ ڪارآمد/رجسٽريشن.

2. لاڳاپيل نوعيت جي گهٽ پر گهٽ ٻن ڪمن جي دستاويزي شهادت/ورڪ آرڊر جن جي ماليت 140.0 ملين في ڪم هجي گذريل ٻن سالن ۾ مڪمل ڪيل ڪم جي تفصيلي ساڻ تڪميل جون سڌون.

3. ڪانٽريڪٽر/فرم جو حلفنامو ت فرم ڪنهن سرڪاري/نيم سرڪاري کاتي پر بليڪ لسٽ ٿيل نه آهي.

4. فيڊرل بورڊ آف روينيو (اين ٽي اين) جي رجسٽريشن رڪنڊڙ هجي.

5. ڪانٽريڪٽر/فرم جو حلفنامو ت اهي ڪنهن ڪم ڪندڙ ايجنسي سان ڪنهن به قانوني مقدمي ۾ ملوث نه آهن.

6. سنڌ بورڊ آف روينيو وٽ ڪارآمد رجسٽريشن.

7. گذريل ٽن سالن جو بينڪ اسٽيٽمينٽ.

8. حلفنامو ت فراهم ڪيل سموري معلومات درست آهي.

سائٽ لميٽيڊ کي اهو حق حاصل آهي ت ڪانٽريڪٽ ايوارڊ کان اڳ ڪنهن به هڪ يا سمورن ٽينڊرن کي رد ڪري ڇڏي. مٿي ڏنل ٽينڊر نوٽيس سائٽ جي ويب سائٽ www.site.com.pk ۽ آيس پي پي آر جي ويب سائٽ: <http://www.pprasinhd.gov.pk> تي پڻ دستياب آهي. خواهشمند

ذريون وڌيڪ معلومات چيف انجنيئر سائٽ لميٽيڊ ڪراچي جي آفيس جي فون نمبر 021-99333148 مان ڪنهن به ڪم واري ڏينهن آفيس وقتن

دورن حاصل ڪري سگهجن ٿا.



NO. DEV-IND-941/2011
GOVERNMENT OF SINDH
INDUSTRIES & COMMERCE
DEPARTMENT

Karachi dated 26th Feb, 2015

NOTIFICATION

No. DEV-IND-941/2011 (P.F) in pursuance of Rule -7 of Sindh Public Procurement Rule- 2010, the Procurement Committee is hereby re-constituted for Sindh Industrial Trading Estate Limited.

The composition of re-constituted committee shall be:-

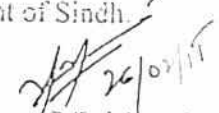
- | | |
|--|----------|
| • The Chief Engineer,
Sindh Industrial Trading Estate. | Chairman |
| • Director Finance,
Sindh Industrial Trading Estate. | Member |
| • Representative from Directorate of Industries
Government of Sindh. | Member |
| • Mr. Khaleefo Nazeer Ahmed,
Administrator (DMC),
Local Government Department. | Member |
| • Mr. Rehan Arif,
Divisional Account Officer,
K.M.C. | Member |

No. DEV-IND-941/2011

A copy forwarded for information:-

- The Accountant General Sindh, Karachi.
- The Managing Director, Sindh Industrial Trading Estate Limited.
- The Director, Directorate of Industries, Government of Sindh, Karachi.
- The Chief Engineer, Sindh Industrial Trading Estate Limited.
- Director Finance, Sindh Industrial Trading Estate Limited
- Internal Auditor, Sindh Industrial Trading Estate Limited.
- Additional Director, Industries Department, Government of Sindh.
- Estate Engineer (B/K), Sindh Industrial Trading Estate Limited.
- Divisional Account Officer,
Engineering Department, K.M.C.
- P.S To Secretary, Industries & Commerce Department, Government of Sindh.

SHAZIA RIZVI
SECRETARY TO GOVT. OF SINDH
Karachi, dated 26th Feb, 2015


(Musarrat Mokhtar)
DEPUTY DIRECTOR (DEV)
SECRETARY TO GOVT. OF SINDH



NO:DEV-IND-825/2011 (C.F.)
GOVERNMENT OF SINDH
INDUSTRIES AND COMMERCE DEPARTMENT
Karachi, dated the 28th October, 2015

NOTIFICATION

NO:DEV-IND-8252011 (CF.): In pursuance of Rule-31 (1) of Sindh Public Procurement Rules 2010, the "Constitution of Redressal Committee (C.R.C)" is hereby constituted with appropriate powers and authorities to address complaints of bidder that may occur during the procurement proceedings for SITE Limited, with the following compositions:

- | | |
|---|----------|
| 1. The Managing Director, SITE Limited | Chairman |
| 2. Representative of Accountant General Sindh | Member |
| 3. Mr. Kashif Liauqat, Civil Engineer | Member |

The extract of the said Rule is reproduced hereunder for kind information:

31. Mechanism for Redressal of Grievances:

1. The procuring agency shall constitute a committee for complaint redressal comprising odd number of persons, with appropriate powers and authorizations, to address the complaints of bidders that may occur during the procurement proceedings.
2. The Committee shall be headed by head of the procuring agency or an official of the procuring agency, at least one rank senior to the head of the procurement committee. It shall include the following:
 - a. District Accounts Officer, or his representative, in case of the local government, or provincial line departments at district level, or a representative of the Accountant General Sindh in case of the Government Departments at the provincial level;
 - b. An independent professional from the relevant field concerning the procurement process in question, to be nominated by the head of procuring agency;

The TORs of the Committee as laid down in the SPPRA Rules, 2010 (Amended 2013)

Secretary to Government of Sindh

NO:DEV-IND-825/2011 (P.F)

Karachi, dated the 28th October, 2015

A copy is forwarded for information to:

1. The Accountant General Sindh, Karachi
- ✓ 2. The Managing Director, SITE Limited, Karachi
3. The Superintendent, Sindh Government Press, Karachi with a request to publish the Notification in the next issue of Sindh Government Gazette.
4. P.S to Secretary, Industries and Commerce Department.

(Musar (at Mokhtar))

Deputy Director (Development)
For Secretary to Govt. of Sindh.



ANNUAL PROCUREMENT PLAN
SINDH INDUSTRIAL TRADING ESTATES LIMITED, SINDH KARACHI
(WORKS)
FINANCIAL YEAR 2017-18

SR.#.	DESCRIPTION OF PROCURMENT	QUANTITY (WHERE APPLICABLE)	ESTIMATE UNIT COST (WHERE APPLICABLE)	ESTIMATED TOTAL COST IN MILLION	FUNDS ALLOCATED IN MILLION	SOURCE OF FUNDS (ADP/NON-ADP)	PROPOSED PROCUREMENT METHOD	Timing of Procurements				Remarks
								1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	
1	2	3	4	5	6	7	8	9	10	11	12	13
1	Infrastructure Development of Industrial Estates of Nooriabad, Karachi, Hyderabad & Sukkur	-	-	1166.63 (Revised)	375.160	ADP	Single Stage One Envelope	-	2nd Quarter	-	-	Tendered


CHIEF ENGINEER

SINDH INDUSTRIAL TRADING ESTATES LIMITED

BILL OF QUANTITIES

Construction of RCC Nallah, Repair & Maintenance of Boundary Wall & Inside Pavement, Jungle Cutting, Earth Filling, Construction of Underground Tanks (4 Nos.), De-silting & Installation of Street Lights and Other Allied

Tender No.01

Issued to: _____



Sindh Industrial Trading Estates Limited
Manghopir Road Karachi.
Phone No.:0092-99333148
Fax No.: 0092- 99333151
Email: chiefengineer@site.com.pk
Web: www.site.com.pk

FORM OF BID
(LETTER OF OFFER)

Bid Reference No. _____

(Name of Works)

To:

Gentlemen,

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

Sindh Industrial Trading Estates Limited



BIDDING DATA

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

Instructions to Bidders

Clause Reference

1.1 Name of Procuring Agency

SINDH INDUSTRIAL TRADING ESTATES LIMITED KARACHI

Brief Description of Works

Construction of RCC Nallah, Repair & Maintenance of Boundary Wall & Inside Pavement, Jungle Cutting, Earth Filling, Construction of Underground Tanks (4 Nos.), De-silting & Installation of Street Lights and Other Allied Works at Moriro Qabristan SITE Karachi.

5.1 (a) Procuring Agency's address:

SINDH INDUSTRIAL TRADING ESTATES LIMITED MANGHOPIR

ROAD KARACHI

(b) Engineer's address:

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

11.2 The bidder has the financial, technical and constructional capability necessary to perform the Contract as follows:

- i. Financial capacity:
- ii. Technical capacity:
- iii. Construction Capacity:

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- 12.1 (a) A detailed description of the Works, essential technical and performance characteristics.
- (b) Complete set of technical information, description data, literature and drawings as required in accordance with Schedule B to Bid, Specific Works Data. This will include but not be limited to a sufficient number of drawings, photographs, catalogues, illustrations and such other information as is necessary to illustrate clearly the significant characteristics such as general construction dimensions and other relevant information about the works to be performed.

13.1 **Amount of Bid Security**

4% of Bid Value

14.1 **Period of Bid Validity**

90 days

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

One original plus 01(one) copies.

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

SINDH INDUSTRIAL TRADING ESTATES LIMITED MANGHOPIR ROAD KARACHI

15.1 **Deadline for Submission of Bids**

Time: 02:00 PM on 02-11-2017.

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

Venue: Office of The Chief Engineer.
Time: 02:30 PM Date: 02-11-2017

16.4 **Responsiveness of Bids**

- (i) Bid is valid till required period,

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- (ii) Bid prices are firm during currency of contract/Price adjustment;
- (iii) Completion period offered is within specified limits,
- (iv) Bidder is eligible to Bid and possesses the requisite experience, capability and qualification.
- (v) Bid does not deviate from basic technical requirements and
- (vi) Bids are generally in order, etc.
- (vii) Documents required for post qualification as mentioned in NIT on dated 13-10-2017
- (a) **Fixed Price contract:** In these contracts no escalation will be provided during currency of the contract and normally period of completion of these works is up to 12 months.
- (b) **Price adjustment contract:** In these contracts escalation will be paid only on those items and in the manner as notified by Finance Department, Government of Sindh, after bid opening during currency of the contract.

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**SCHEDULES TO BID INCLUDE THE
FOLLOWING:**

- Schedule A to Bid: Schedule of Prices
- Schedule B to Bid: Specific Works Data
- Schedule C to Bid: Works to be Performed by Subcontractors
- Schedule D to Bid: Proposed Program of Works
- Schedule E to Bid: Method of Performing Works

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SCHEDULE - A TO BID

SCHEDULE OF PRICES

Sr. No.

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

Sindh Industrial Trading Estates Limited



PREAMBLE TO SCHEDULE OF PRICES

1. General

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

2. Description

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

3. Units & Abbreviations

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

4. Rates and Prices

- 4.1 Except as otherwise expressly provided under the Conditions of Contract, the rates and amounts entered in the Schedule of Prices shall be the rates at which the Contractor shall be paid and shall be the full inclusive value of the works set forth or implied in the Contract; except for the amounts reimbursable, if any to the Contractor under the Contract.
- 4.2 Unless otherwise stipulated in the Contract Data, the premium, rates and prices entered by the bidder shall not be subject to adjustment during the performance of the Contract.

Sindh Industrial Trading Estates Limited



SCHEDULE - A TO BID

- 4.3 All duties, taxes and other levies payable by the Contractor shall be included in the rates and prices.
- 4.4 The whole cost of complying with the provisions of the Contract shall be included in the items provided in the Schedule of Prices, and where no items are provided, the cost shall be deemed to be distributed among the rates and prices entered for the related items of the Works and no separate payment will be made for those items.

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

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

- 4.6 The Contractor shall provide for all parts of the Works to be completed in every respect. Notwithstanding that any details, accessories, etc. required for the complete installation and satisfactory operation of the Works, are not specifically mentioned in the Specifications, such details shall be considered as included in the Contract Price.

5. Bid Prices

5.1 Break-up of Bid Prices

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

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

5.2 Total Bid Price

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

Sindh Industrial Trading Estates Limited



SCHEDULE - A TO BID

6. Provisional Sums and Day work

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

- 6.2 Day work rates in the contractor's bid are to be used for small additional amounts of work and only when the Engineer have given written instructions in advance for additional work to be paid for in that way.

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SINDH INDUSTRIAL TRADING ESTATES LIMITED

Development Work of Moriro Jo Graveyard near Shershah SITE area Karachi.

GRAND SUMMARY

Sr No	Description of Work	Amount in PKR
1	STREET Lights	
3	Construction of RCC Nallah	
4	Jungle Cutting	
5	Earth Back Fill	
6	Under Ground Water Tanks (04 Nos)	
7	CC Pavement	
8	Desiltin of Existing Nallah Removal of Silt	
Total Amount in figures		
Total Amount in Words:		

Seal

Signature



**SINDH INDUSTRIAL TRADING ESTATES LIMITED**

Development Work of Moriro Jo Graveyard near Shershah SITE area Karachi.

**STREET LIGHTS
Bill of Quantities**

S.#.	Description of Work	Unit	Quantity	Rate in words	Rate in figures	Amount
1	P/L (Main or Sub Main) of PVC Insulated & PVC sheeted with two core copper conductor 300/500Volts size 2.5mm ²	Meter	1200			
2	Providing & laying (Main or sub Main) PVC included & PVC insulated & PVC sheeted four core armoured copper conductor 600/1000 volts size 16mm ²	Meter	723			
3	Providing and fixing of street light 250 Watts (SON-T) having IP 66 classification with 250 Watts lamp, choke, capacitor & internal wiring complete in all respect at the height with the help of hydraulic and instruction of Engineer Incharge.	No.	40			
4	P/F 250 Watt (Son-T) lamp @ the height with the help of hydraulic crane as per site requirement and instruction of E/I.	No.	40			
5	P/F circuit breaker 15,20,30,40,50,60,75,100 Amps) TP. IX-100NS) on prepared as required.	No.	10			
6	Providing and fixing 4 Nos. copper crimping ferule for 16mm armoured/unarmoured cable jointing with punching tool, skilled labour tapping with heat shrinkable tube sprper termination, excavation in hard soft soil 3ft deep and 1.5 ft wide etc complete all respect per site requirement and instruction of Engineer Incharge.	No.	10			
NON SCHEDULE ITEMS:						
7	Manufacturing P/F GI single arm canpy type with the help of hydrulic crane and munal labour as per site requirement instruction of Engineer Incharge with following specification. GI Pipe 2" dia 10 SWG 1 ft. Long welded at the tope of pole.	No.	40			
8	Cable termination/connection, testing and commission / 3 core/3-1/2core PVC/armoured at both ends insidecton box with suitable 4x100 Amps PVC connector coll respect as required.	Job	20			



**SINDH INDUSTRIAL TRADING ESTATES LIMITED**

Development Work of Moriro Jo Graveyard near Shershah SITE area Karachi.

**STREET LIGHTS
Bill of Quantities**

S.#.	Description of Work	Unit	Quantity	Rate in words	Rate in figures	Amount
9	Providing and fixing of M.S tubular poles as per Following specification to be fixed on per cast foundation with the help of hydraulic crane and manual labour. 6MTR (6" dia) x3MTR (4" dia)=40ft. Wall thickness 8 SWG. Base plat 18"x18"x3/4". Hole 4 Nos. stiffeners 4 Nos 9-1/2"x4-1/2"x1/2" Making window in the pole required size with LN Key provision. Two coats red oxide (2 coat) as rust preventive and of required oil paint (2 coat) as per site requirement and instruction of Engineer Incharge.	Each	40			
Total Amount in Figures						
Rebate offered if any in Form of Percentage ()%						
Total Amount in Figures after Rebate						
Offered Bid Amount in Words						
Note:- All Rates are in PKR including applicable Taxes						
• All corrections / overwriting shall be clearly re-written with initials & duly stamped by the bidder.						
The bid shall be properly signed, named & stamped by the authorized person of the firm and authorization letter for signatory shall be enclosed with the tender by the authorized Person, if other than the signatory of the firm.						
All prevailing rules regarding condition of contract & Post Qualification will be applicable .						

Seal

Signature of Company





SINDH INDUSTRIAL TRADING ESTATES LIMITED
Development Work of Moriro Jo Graveyard near Shershah SITE area Karachi.
Construction Of R.C.C Nallah
Bill of Quantities

S-No	Descriptions	Quantity	Unit	Rate in words	Rate in figures	Amount in Rs.
1	Excavation in foundation of building bridges and other structures including dagbelling dressing, refilling around structure with excavated earth Watering and ramming lead upto 5 ft. In Hard soil or soft muram.	290400.00	Cft			
2	Cement concrete plain including placing compacting finishing and curing complete l/c washing of aggregates without shuttering Ratio 1:4:8	36300.00	Cft			
3	Reinforced cement concrete work including all labour and material except the cost of steel reinforcement and its labour for bending and binding which will be paid separately. This rate also includes all kinds of forms moulds: lifting shuttering curing rendering and finishing the exposed surface (including screening and washing of shingle). R.C.C work in roof slab, beams columns rafts, lintels and other structural member laid in situ or precast laid in position complete in all respects. (i) Ratio (1:2:4) 90 lbs cement 2 Cft sand 4 Cft shingle 1/8" to 1/4" gauge.	129250.00	P-Cft			
4	Providing Fixing Mild Steel Reinforcement for cement concrete including cutting, bending laying in position making joints and fastening, cost of binding wire (also includes removal of rust from bars)	10340.00	P-Cwt			
Total Amount in Figures						
Rebate offered if any in Form of Percentage ()%						
Total Amount in Figures after Rebate						
Offered Bid Amount in Words						

Note:- All Rates are in PKR including applicable Taxes

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

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

All prevailing rules regarding condition of contract & Post Qualification will be applicable .

Seal

Signature of Company



**SINDH INDUSTRIAL TRADING ESTATES LIMITED****Development Work of Moriro Jo Graveyard near Shershah SITE area
Karachi.****Jungle Cutting
Bill of Quantities**

S-No	Descriptions	Quantity	Unit	Rate in words	Rate in figures	Amount in Rs.
1	Jungle Clearance and removing with in 100 feet	4890000	Sft			
Total Amount in Figures						
Rebate offered if any in Form of Percentage ()%						
Total Amount in Figures after Rebate						
Offered Bid Amount in Words						

Note:- All Rates are in PKR including applicable Taxes

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

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

All prevailing rules regarding condition of contract & Post Qualification will be applicable .

Seal

Signature of Company





SINDH INDUSTRIAL TRADING ESTATES LIMITED
Development Work of Moriro Jo Graveyard near Shershah SITE area Karachi.

Earth Work
Bill of Quantities

S-No	Descriptions	Quantity	Unit	Rate in words	Rate in figures	Amount in Rs.
1	Providing and laying aggregate base course in proper grade and camber having CBR 80% as per AASHTO standard specifications i/c spreading and compacting by approved mechanical means (Motor grader vibratory roller and smooth wheel roller etc) watering to maintain the moisture content the compaction of each layer shall 100 % to the max dry density (Rate including all cost of materials T&P and carriage upto 3 chains)	113970.00	Cft			
Total Amount in Figures						
Rebate offered if any in Form of Percentage ()%						
Total Amount in Figures after Rebate						
Offered Bid Amount in Words						

Note:- All Rates are in PKR including applicable Taxes

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

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

All prevailing rules regarding condition of contract & Post Qualification will be applicable .

Seal

Signature of Company



**SINDH INDUSTRIAL TRADING ESTATES LIMITED**

Development Work of Moriro Jo Graveyard near Shershah SITE area Karachi.

Under Ground Water Tanks (04 No)

Bill of Quantities

S-No	Descriptions	Quantity	Unit	Rate in words	Rate in figures	Amount in Rs.
1	Excavation in foundation of building bridges and other structures including dagbelling dressing, refilling around structure with excavated earth Watering and ramming lead upto 5 ft. In Hard soil or soft muram.	3960.00	Cft			
2	Cement concrete plain including placing compacting finishing and curing complete 1/c washing of aggregates without shuttering (i) Ratio 1:4:8	330.00	Cft			
3	Reinforced cement concrete work including all labour and material except the cost of steel reinforcement and its labour for bending and binding which will be paid separately. This rate also includes all kinds of forms moulds: lifting shuttering curing rendering and finishing the exposed surface (including screening and washing of shingle). R.C.C work in roof slab, beams columns rafts, lintels and other structural member laid in situ or precast laid in position complete in all respects. (i) Ratio (1:2:4) 90 lbs cement 2 Cft sand 4 Cft shingle 1/8" to 1/4" gauge.	1448.00	P-Cft			
4	Providing Fixing Mild Steel Reinforcement for cement concrete including cutting, bending laying in position making joints and fastening, cost of binding wire (also includes removal of rust from bars)	304.00	P-Cwt			
5	Cement Plaster 1:4 upto 12ft height (b) 1/2" thick.	1706.00	Sft			
Total Amount in Figures						
Rebate offered if any in Form of Percentage (____) %						
Total Amount in Figures after Rebate						
Offered Bid Amount in Words						
Note:- All Rates are in PKR including applicable Taxes						
• All corrections / overwriting shall be clearly re-written with initials & duly stamped by the bidder.						
The bid shall be properly signed, named & stamped by the authorized person of the firm and authorization letter for signatory shall be enclosed with the tender by the authorized Person, if other than the signatory of the firm.						
All prevailing rules regarding condition of contract & Post Qualification will be applicable .						

Seal

Signature of Company



**SINDH INDUSTRIAL TRADING ESTATES LIMITED**

Development Work of Moriro Jo Graveyard near Shershah SITE area Karachi.

**CC PAVEMENT
Bill of Quantities**

S-No	Descriptions	Quantity	Unit	Rate in words	Rate in figures	Amount in Rs.
1	Providing and laying Aggregate base course in proper grade and camber having CBR 80% as per AASHTO standard specifications i/c spreading and compacting by approved mechanical menas (Motor grader, Vibratory roller and Smooth wheel roller etc.) watering to maintain the moisture content the compaction of each layer shall 100 percent to the max dry density (Rate i/c all cost of materials T&P and carriage upto 3 chains).	26850.00	Cft			
2	Providing and fixing cement paving blocks flooring having size of 197x97x60 mm of city /quddra / cobbble shape with pigment having strength b/w 5000 psi to 8500 psi incluing filling the joints with hill sand and laying in specified manner / pattern and design etc complete	53700.00	Cft			
Total Amount in Figures						
Rebate offered if any in Form of Percentage ()%						
Total Amount in Figures after Rebate						
Offered Bid Amount in Words						
Note:- All Rates are in PKR including applicable Taxes						
• All corrections / overwriting shall be clearly re-written with initials & duly stamped by the bidder.						
The bid shall be properly signed, named & stamped by the authorized person of the firm and authorization letter for signatory shall be enclosed with the tender by the authorized Person, if other than the signatory of the firm.						
All prevailing rules regarding condition of contract & Post Qualification will be applicable .						

Seal

Signature of Company





SINDH INDUSTRIAL TRADING ESTATES LIMITED

Development Work of Moriro Jo Graveyard near Shershah SITE area Karachi.

Silt Clearance Bill of Quantities

S.No.	Description of Work	Unit	Quantity	Rate in Words	Rate in Figures	Amount in Rs
1	Earth work excavation in ashes, sand soft soil or silt clearance undressed lead upto 50'ft:	Cft	2125000			
Total Amount in Figures						
Rebate offered if any in Form of Percentage ()%						
Total Amount in Figures after Rebate						
Offered Bid Amount in Words						

Note:- All Rates are in PKR including applicable Taxes

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

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

All prevailing rules regarding condition of contract & Post Qualification will be applicable .

Seal

Signature of Company



SCHEDULE - B TO BID

***SPECIFIC WORKS DATA**

Sindh Industrial Trading Estates Limited



SCHEDULE – C TO BID

WORKS TO BE PERFORMED BY SUBCONTRACTORS*

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

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

Note:

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

Sindh Industrial Trading Estates Limited



PROPOSED PROGRAMME OF WORKS

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

Sindh Industrial Trading Estates Limited



SCHEDULE - E TO BID

METHOD OF PERFORMING WORKS

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

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

Sindh Industrial Trading Estates Limited



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BIDDING DATA

Attached in BOQ

FORM OF BID AND APPENDICES TO BID

FORM OF BID

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Appendix-C to Bid	: Price Adjustment (Under Clause 70)	N.A
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INSTRUCTIONS TO BIDDERS

INSTRUCTIONS TO BIDDERS

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

A. GENERAL

IB.1 Scope of Bid

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

IB.2 Source of Funds

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

IB.3 Eligible Bidders

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

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

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



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

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

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

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

IB.4 One Bid per Bidder

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

IB.5 Cost of Bidding

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

IB.6 Site Visit

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



B. BIDDING DOCUMENTS

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

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

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

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

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

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

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

IB.9 Addendum/Modification of Bidding Documents:

- 9.1 At any time prior to the deadline for submission of bids, the procuring agency may, for any reason, whether at his own initiative or in response to a clarification requested by a interested bidder, modify the bidding documents by issuing addendum.
- 9.2 Any addendum thus issued shall be part of the bidding documents pursuant to sub-clause IB 7.1 hereof and shall be communicated in writing to all bidders. Interested bidders shall acknowledge receipt of each addendum in writing to the procuring agency.
- 9.3 To afford bidders reasonable time in which to take an addendum into account in preparing their bids, the procuring agency may extend the deadline for submission of bids in accordance with IB.20



C. PREPARATION OF BIDS

IB.10 Language of Bid

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

IB.11 Documents Accompanying the Bid

11.1 Each bidder shall:

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

And

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

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

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

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



- (b) the bid, and in case of a successful bid, the Form of Contract Agreement shall be signed by the authorized partner so as to be legally binding on all partners;
 - (c) the partner-in-charge shall always be duly authorized to deal with the procuring agency regarding all matters related with and/or incidental to the execution of works as per the terms and Conditions of Contract and in this regard to incur any and all liabilities, receive instructions, give binding undertakings and receive payments on behalf of the joint venture;
 - (d) all partners of the joint venture shall at all times and under all circumstances be liable jointly and severally for the execution of the contract in accordance with the contract terms and a statement to this effect shall be included in the authorization mentioned under Sub-Para (a) above as well as in the Form of Bid and in the Form of Contract Agreement (in case of a successful bid);
 - (e) a copy of the agreement entered into by the joint venture partners shall be submitted with the bid stating the conditions under which it will function, its period of duration, the persons authorized to represent and obligate it and which persons will be directly responsible for due performance of the contract and can give valid receipts on behalf of the joint venture, the proportionate participation of the several firms forming the joint venture, and any other information necessary to permit a full appraisal of its functioning. No amendments / modifications whatsoever in the joint venture agreement shall be agreed to between the joint venture partners without prior written consent of the procuring agency;
 - (f) submission of an alternative Letter of Intent to execute a Joint Venture Agreement shall be mandatory.
- 11.3 Bidders shall also submit proposals of work methods and schedule, in sufficient detail to demonstrate the adequacy of the bidders' proposals to meet the technical specifications and the completion time referred to sub- clause IB 1.2 hereof.
- IB.12 Bid Prices**
- 12.1 Unless stated otherwise in the bidding documents, the contract shall be for the whole of the works as described in IB 1.1 hereof, based on the unit rates or prices submitted by the bidder or percentage quoted above or below on the rates of Composite Schedule of Rates (CSR), as the case may be.
- 12.2 The bidders shall fill in rates and prices for all items of the works described in the Bill of Quantities. Items against which no rate or price is entered by a bidder will not be paid for by the procuring agency when executed and shall be deemed to be covered by rates and prices for other items in the Bill of Quantities. In case of Composite Schedule of Rates, if the bidder fails to mention the percentage above or below, it shall be deemed to be at par with the rates of Composite Schedule of Rates.
- 12.3 The bid price submitted by the contractor shall include all rates and prices including



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

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

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

IB.13 Currencies of Bid and Payment

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

IB.14 Bid Validity

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



IB.15 Bid Security

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

IB.16 Alternate Proposals/Bids

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



IB.17 Pre-Bid Meeting

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

IB.18 Format and Signing of Bid

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



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

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

D. SUBMISSION OF BIDS IB.19

Sealing and Marking of Bids

19.1 Each bidder shall submit his bid as under:

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

19.2 The inner and outer envelopes shall:

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

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

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

IB.20 Deadline for Submission of Bids

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



making delivery in person or by messenger.

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

IB.21 Late Bids

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

IB.22 Modification, Substitution and Withdrawal of Bids

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

E. BID OPENING AND EVALUATION.

IB.23 Bid Opening

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



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

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

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

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

IB.25 Clarification of Bid (SPP Rule 43)

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

IB.26 Examination of Bids and Determination of Responsiveness

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



depending on the selection procedure adopted by the procuring agency.

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

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

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

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

(B) Minor Deviations

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

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



IB.27 Correction of Errors before Financial Evaluation

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

IB.28 Financial Evaluation and Comparison of Bids

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



28.5 Bidders may be excluded if involved in "Corrupt and Fraudulent Practices" means either one or any combination of the practices given below SPP Rule 2(q);

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

28.6 Evaluation Report (SPP Rule 45)

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

F. AWARD OF CONTRACT

IB.29 Award (SPP Rule 49)

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



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

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

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

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

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

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



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

31.6 Debriefing (SPP Rule 51).

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

IB.32 Performance Security (SPP Rule 39)

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

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

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

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

33.4 Stamp Duty.

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



IB.34 General Performance of the Bidders

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

IB.35 Integrity Pact (SPP Rule 89)

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

IB.36 Instructions not Part of Contract

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

IB.37 Arbitration (SPP Rule 34)

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



FORMS

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



BID SECURITY
(Bank Guarantee)

Security Executed on _____
(Date)

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

Name of Principal (Bidder) with Address _____

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

Bid Reference No. _____

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

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

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

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

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

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

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



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

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

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

SURETY (Bank)

WITNESS:

1. _____

Corporate Secretary (Seal)

2. _____

Name, Title & Address

Signature _____

Name _____

Title _____

Corporate Guarantor (Seal)



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

Guarantee No. _____
Executed on _____
Expiry date _____

[Letter by the Guarantor to the Procuring Agency]

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

Name of Principal (Contractor) with address: _____

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

Letter of Acceptance No. _____ Dated _____

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

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

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

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

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



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

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

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

Witness:

1. _____

Corporate Secretary (Seal)

2. _____

Name, Title & Address

Guarantor (Bank)

Signature _____

Name _____

Title _____

Corporate Guarantor (Seal)

FORM OF CONTRACT AGREEMENT

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

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

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

NOW this Agreement witnesseth-- as follows:

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



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

Signature of the Contactor

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

Bank Guarantee No. _____ Date _____

WHEREAS _____ (hereinafter called the 'Procuring Agency') has entered into a Contract for _____

(Particulars of Contract)

with _____ (hereinafter called the "Contractor").

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

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

AND WHEREAS, _____
(Scheduled Bank in Pakistan)

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

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

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

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

(Date)

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

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



GUARANTOR

1. Signature _____
2. Name _____
3. Title _____

WITNESS

1. _____
Corporate Secretary (Seal)

2. _____
(Name Title & Address)

_____ Corporate Guarantor (Seal)



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General Conditions

General Provisions

1.1

Definitions

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

1.1.1

The Contract

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

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

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

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

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

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

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

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

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

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



1.1.2

Parties and Persons

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

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

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

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

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

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

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

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

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

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

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



1.1.3
Dates, Tests, Periods
and Completion

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

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

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

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

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

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

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

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

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

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

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

1.1.4



Money and Payments

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

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

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

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

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

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

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

1.1.4.8 "Local Currency" means the currency of the Country.

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

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

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

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

1.1.5



Works and Goods

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

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

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

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

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

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

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

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

1.1.6

Other Definitions

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

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

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

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

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

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

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



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

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

1.2

Interpretation

In the Contract, except where the context requires otherwise:

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

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

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

1.3

Communications

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

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



1.4
Law and Language

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

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

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

1.5
Priority of Documents

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

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

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

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



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PART II - SPECIAL /PARTICULAR CONDITIONS OF CONTRACT

1.1 Definitions

1.1.1.4 "Form of Bid" is synonymous with "Letter of Tender".

1.1.1.5 "Bid" is synonymous with "Tender".

1.1.1.10 "Bidding" is synonymous with "contract".

The following paragraph is added:

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

1.1.2.2 "Employer" is synonymous with "Procuring Agency"

1.1.2.9 "DB" is synonymous with "Committee".

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

1.1.3.7 "Defects notification Period" is synonymous with "Defects liability Period".

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

3.1 Engineer's Duties and Authority.

The following paragraph is added after duties:

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

4.3 Contractor's Representative

The following text is to be added after last line:

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

6.10 Records of Contractor's Personnel and Equipment

The following paragraph is added:

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



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

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

7.9 Use of Pakistani Materials and Services

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

8.1 Commencement of Works

The last para is deleted and substituted with the following:

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

8.11 Prolonged Suspension
Replace 84 days by 120 days.

8.3 Programme

The following text is to be added after [Commencement of Works]
The programme shall be submitted in the either form of:

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

13.1 Right to vary

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

13.3 Variation procedure

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

13.8 Adjustment for changes in cost

Deleted



14.2 Advance Payment

The Text is deleted and replaced with following:

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

Mobilization Advance/Advance Payment

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

14.5 Plants and Materials intended for Works

Deleted

(II) Recovery of Secured Advance:

Deleted

14.8 Delayed Payment

Deleted

15.2 Termination by Employer

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

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

15.6 Corrupt and fraudulent Practices.

The following text is to be added as 3rd paragraph:

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

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



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

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

16.4 Payment on Termination

Sub-paragraph (c) is deleted.

17.3 Employer's/ Procuring Agency's Risks

Sub-Clause 17.3 (h) is deleted.

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

18.1 General Requirements for Insurance

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

19.6 Optional Termination, Payment and release by the Employer

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

20.6 Arbitration

Deleted

Annex PROCEDURAL RULES

Deleted



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SPECIFICATIONS

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

