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## **INVITATION FOR BIDS**

Published in Dawn 11-10-2017

**Employment through Skill**

**Sindh Technical Education & Vocational Training Authority (STEVTa)**

ST-19, Block 6, Gulshan-e-Iqbal, Near NIPA, Karachi.  
Phone No. 99244 112-17 Fax No. 992 44118  
Email: stevta.gos@gmail.com Website: www.stevta.gos.pk

**TENDER NOTICE**

Sindh Technical Education & Vocational Training Authority (STEVTa), invites Sealed Bids from already Pre-Qualified Contractors duly registered with Income Tax, Sindh Revenue Board (SRB) and Pakistan Engineering Council (PEC) in Category C-5 or above, on Single Stage-One Envelope procedure under provisions of SPPRA Rules-2010 for the following Schemes of Establishment of 09 Government Vocational Training Centres in Sindh (Package IV):

S#	Scope of Work	Date/Time of Opening
01	Establishment of GVTC at Banguldero, District Larkana	08.11.2017 10:30 am
02	Establishment of GVTC at Bhando Qubo, District Larkana	08.11.2017 11:00 am
03	Establishment of GVTC at Village Syed Noor Ali Shah Deh 373-A, UC Roshanabad Taluka Jhudo, District Mirpurkhas	08.11.2017 11:30 am
04	Establishment of GVTC at Piryalo, Taluka Kingri, District Khairpur	08.11.2017 12:00 Noon
05	Establishment of GVTC at Village Dargah Khush Khair Muhammad Faqir, District Khairpur	09.11.2017 10:00 am
06	Establishment of GVTC at Imamabad Syal, District Naushero Feroze	09.11.2017 10:30 am
07	Establishment of GVTC at Village Haji Fateh Muhammad Rajar, Distt. Umerkot	09.11.2017 11:00 am
08	Establishment of GVTC at Machur, Bhirya City, District Naushero Feroze	09.11.2017 11:30 am
09	Establishment of GVTC at Village Sajano Jo Par UC Peerani, Taluka & District Tharparkar	09.11.2017 12:00 Noon

Complete Set of Bidding Documents will be issued to already Pre-Qualified Contractors (for the Scheme / Package) from the Date of Publication of this Notice in Newspapers on (Non Refundable) Payment of Tender Fee of Rs. 2,000/- for Each Tender in the shape of Pay Order in the favour of Sindh Technical Education & Vocational Training Authority (STEVTa), Government of Sindh, on any Working Day up to One Day before the Date of Opening of respective Tender.

All Bids must be accompanied by a Bid Security of the amount of Equal to 2% of Bidding Amount in shape of Pay Order in the name of Sindh Technical Education & Vocational Training Authority and must be delivered to Office of Undersigned at least One Hour before on the Date of Opening. Bids will be opened on as per schedule given above in the presence of Tender Opening Committee and Bidders/Authorized Representatives who wish to attend, in the Office of Director Works & Services STEVTa, located at ST-19, Block-6, Gulshan-e-Iqbal, Near NIPA, Karachi. Phone Nos. (021) 99244112-17 Fax No.(021) 99244 118.

Sindh Technical Education & Vocational Training Authority (STEVTa) may reject all or any Bid subject to the relevant provisions of SPPRA Rules.

Director, Works & Services  
**STEVTa**

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S#	Scope of Work	Date/Time of Opening
<b>PACKAGE-I</b>		
01	Establishment of Polytechnic Institute @ Karimabad F.B. Area, Gulberg Town, Karachi	06.11.2017 10:30 am
02	Establishment of Govt: Polytechnic Institute at Orangi Town, Karachi	06.11.2017 11:00 am
03	Introduction of B.Tech Courses in Existing Polytechnic Institute @ Korangi 51/A, Khi	06.11.2017 11:30 am
04	Establishment of Govt: Polytechnic Institute for Boys @ Surjani, GADAP Town, Karachi	06.11.2017 12:00 Noon
<b>PACKAGE-II</b>		
01	Upgradation of Government Saif-e-Eide Zahabi Institute of Technology to the level of College of Technology, North Nazimabad Karachi (Addition of B.Tech Course)	07.11.2017 10:30 am
02	Establishment of Govt: Polytechnic Institute for Girls @ Surjani, GADAP Town, Karachi	07.11.2017 11:00 am
03	Introduction of B.Tech Courses in Existing Establishment of Govt: Polytechnic Institute for Women @ Korangi Town Karachi	07.11.2017 11:30 am
04	Establishment of Government Monotechnic Institute, Golarchi	07.11.2017 12:00 Noon

Complete Set of Bidding Documents will be issued to already Pre-Qualified Contractors (for the Scheme / Package) from the Date of Publication of this Notice in Newspapers on (Non Refundable) Payment of Tender Fee of Rs. 2,000/- for Each Tender in the shape of Pay Order in the favour of Sindh Technical Education & Vocational Training Authority (STEVTa), Government of Sindh, on any Working Day up to One Day before the Date of Opening of respective Tender.

All Bids must be accompanied by a Bid Security of the amount of Equal to 2% of Bidding Amount in shape of Pay Order in the name of Sindh Technical Education & Vocational Training Authority and must be delivered to Office of Undersigned at least One Hour before on the Date of Opening. Bids will be opened on as per schedule given above in the presence of Tender Opening Committee and Bidders/Authorized Representatives who wish to attend, in the Office of Director Works & Services STEVTa, located at ST-19, Block-6, Gulshan-e-Iqbal, Near NIPA, Karachi. Phone Nos. (021) 99244112-17 Fax No.(021) 99244 118.

Sindh Technical Education & Vocational Training Authority (STEVTa) may reject all or any Bid subject to the relevant provisions of SPPRA Rules.

Director, Works & Services  
**STEVTa**

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**INSTRUCTIONS TO BIDDERS  
& BIDDING DATA**

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# **INSTRUCTIONS TO BIDDERS**

## **A. GENERAL**

### **IB.1 Scope of Bid & Source of Funds**

#### **1.1 Scope of Bid**

The Procuring Agency as defined in the Bidding Data (hereinafter called “the Procuring Agency”) wishes to receive Bids for the Works summarized in the Bidding Data (hereinafter referred to as “the Works”).

Bidders must quote for the complete scope of work. Any Bid covering partial scope of work will be rejected as non-responsive.

#### **1.2 Source of Funds**

The Procuring Agency has arranged funds from its own sources or Federal / Provisional/ Donor agency or any other source which may be indicated accordingly in bidding data towards the cost of the project/ scheme.

### **IB.2 Eligible Bidders**

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

- a) duly licensed by the Pakistan Engineering Council (PEC) in category appropriate category. (as required by the STEVTA / Consultant)
- b) duly pre-qualified/enlisted with the Procuring Agency. (where required).

In the event that prequalification of potential bidders has been undertaken, only bids from pre-qualification bidder has been undertaken only bids from pre qualified bidders will considered for award of Contract.

- c) if Pre – Qualification has not undertaken, the procuring agency may ask information and documents not limited to following
  - i. company profile
  - ii. works of similar nature and size for each performed in last 3/5 years
  - iii. construction equipments
  - iv. qualification and experience of technical personnel and key site management.
  - v. Financial statement of last 3 years
  - vi. Information regarding litigations and abandoned works if any.

### **IB.3 Cost of Bidding**

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

## **B. BIDDING DOCUMENTS**

### **IB.4 Contents of Bidding Documents**

- 4.1 In addition to Invitation for Bids, the Bidding Documents are those stated below, and should be read in conjunction with any Addendum issued in accordance with Sub-Clause IB.6.1.

1. Instructions to Bidders & Bidding Data
2. Form of Bid, Qualification Information & Schedules to Bid  
Schedules to Bid comprise the following:
  - (i) Schedule A: Schedule of Prices/ Bill Of Quantities (BoQ)
  - (ii) Schedule B: Specific Works Data
  - (iii) Schedule C: Works to be Performed by Subcontractors
  - (iv) Schedule D: Proposed Programme of Works
  - (v) Schedule E: Method of Performing Works
  - (vi) Schedule F: Integrity Pact (works costing Rs. 10 million and above)
3. Conditions of Contract & Contract Data
4. Standard Forms:
  - (i) Form of Bid Security
  - (ii) Form of Performance Security
  - (iii) Form of Contract Agreement
  - (iv) Form of Bank Guarantee for Advance Payment
5. Specifications
6. Drawings, if any

### **IB.5 Clarification of Bidding Documents**

- 5.1 A prospective bidder requiring any clarification(s) in respect of the Bidding Documents may notify the Engineer/Procuring Agency's address indicated in the Bidding Data.
- 5.2 The Engineer/Procuring Agency will respond to any request for clarification which it receives earlier than seven (7) days prior to the deadline for the submission of Bids. Copies of the Engineer/Procuring Agency response will be forwarded to all prospective bidders, at least five (5) days prior to dead line for submission of Bids, who have received the Bidding Documents including a description of the enquiry but without identifying its source.

## **IB.6 Amendment of Bidding Documents**

- 6.1 At any time prior to the deadline for submission of Bids, the Procuring Agency may, for any reason, whether at his own initiative or in response to a clarification requested by a prospective bidder, modify the Bidding Documents by issuing addendum.
- 6.2 Any addendum thus issued shall be part of the Bidding Documents pursuant to Sub-Clause 6.1 hereof, and shall be communicated in writing to all purchasers of the Bidding Documents. Prospective bidders shall acknowledge receipt of each addendum in writing to the Procuring Agency.
- 6.3 To afford prospective bidders reasonable time in which to take an addendum into account in preparing their Bids, the Procuring Agency may at its discretion extend the deadline for submission of Bids.

## **C. PREPARATION OF BIDS**

### **IB.7 Language of Bid**

- 7.1 All documents relating to the Bid shall be in the language specified in the contract data.

### **IB.8 Documents Comprising the Bid**

- 8.1 The bid prepared by the bidder shall comprise the following components:
  - (a) Offer/Covering Letter
  - (b) Form of Bid duly filled, signed and sealed, in accordance with Sub-Clause IB.14.3.
  - (c) Schedules (A to F) to Bid duly filled and initialed, in accordance with the instructions contained therein & in accordance with Sub-Clause IB14.3.
  - (d) Bid Security furnished in accordance with Clause IB.13.
  - (e) Power of Attorney in accordance with Sub-Clause IB 14.5.
  - (f) Documentary evidence in accordance with Clause IB.2(c) & IB.11
  - (g) Documentary evidence in accordance with Clause IB.12.



#### **IB.9 Sufficiency of Bid**

- 9.1 Each bidder shall satisfy himself before Bidding as to the correctness and sufficiency of his Bid and of the premium on the rates of CSR/ rates and prices quoted/entered in the Schedule of Prices, which rates and prices shall except in so far as it is otherwise expressly provided in the Contract, cover all his obligations under the Contract and all matters and things necessary for the proper completion of the Works.
- 9.2 The bidder is advised to obtain for himself at his own cost and responsibility all information that may be necessary for preparing the bid and entering into a Contract for execution of the Works.

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

- 10.1 The bidder shall fill up the Schedule of Prices (Schedule A to Bid) indicating the percentage above or below the Composite schedule of Rates/unit rates and prices of the Works to be performed under the Contract. Prices in the Schedule of Prices/Bill of Quantities shall be quoted entirely in Pak Rupees keeping in view the instructions contained in the Preamble to Schedule of Prices.
- 10.2 Unless otherwise stipulated in the Conditions of Contract, prices quoted by the bidder shall remain fixed during the bidder's performance of the Contract and not subject to variation on any account.
- 10.3 The unit rates and prices in the Schedule of Prices or Percentage above or below on the composite schedule of rates shall be quoted by the bidder in the currency as stipulated in Bidding Data.
- 10.4 Items for 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 other rates and prices in the Bill of Quantities

#### **IB.11 Documents Establishing Bidder's Eligibility and Qualifications**

- 11.1 Pursuant to Clause IB.8, the bidder shall furnish, as part of its bid, documents establishing the bidder's eligibility to bid and its qualifications to perform the Contract if its bid is accepted.
- 11.2 Bidder must possess and provide evidence of its capability and the experience as stipulated in Bidding Data and the Qualification Criteria mentioned in the Bidding Documents.

#### **IB.12 Documents Establishing Works' Conformity to Bidding Documents**

- 12.1 The documentary evidence of the Works' conformity to the Bidding Documents may be in the form of literature, drawings and data and the bidder shall furnish documentation as set out in Bidding Data.

- 12.2 The bidder shall note that standards for workmanship, material and equipment, and references to brand names or catalogue numbers, if any, designated by the Procuring Agency in the Technical Provisions are intended to be descriptive only and not restrictive.

#### **IB.13 Bid Security**

- 13.1 Each bidder shall furnish, as part of his bid, at the option of the bidder, a Bid Security as percentage of bid price/estimated cost or in the amount stipulated in Bidding Data in Pak. Rupees in the form of Deposit at Call/ Payee's order or a Bank Guarantee issued by a Scheduled Bank in Pakistan in favour of the Procuring Agency valid for a period up to twenty eight (28) days beyond the bid validity date.
- 13.2 Any bid not accompanied by an acceptable Bid Security shall be rejected by the Procuring Agency as non-responsive.
- 13.3 The bid securities of unsuccessful bidders will be returned upon award of contract to the successful bidder or on the expiry of validity of Bid Security whichever is earlier.
- 13.4 The Bid Security of the successful bidder will be returned when the bidder has furnished the required Performance Security, and signed the Contract Agreement.
- 13.5 The Bid Security may be forfeited:
- (a) if a bidder withdraws his bid during the period of bid validity; or
  - (b) if a bidder does not accept the correction of his Bid Price, pursuant to Sub-Clause 16.4 (b) hereof; or
  - (c) in the case of a successful bidder, if he fails within the specified time limit to:
    - (i) furnish the required Performance Security or
    - (ii) sign the Contract Agreement

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

- 14.1 Bids shall remain valid for the period stipulated in the Bidding Data after the date of bid opening.
- 14.2 In exceptional, circumstance Procuring agency may request debater to extend the period of validity for additional period but not exceeding 1/3 of the original period. The request and the bidder's responses shall be made in writing or by cable. A bidder may refuse the request without forfeiting the bid security.

A bidder agreeing to the request will not be required or permitted to otherwise modify the bid, but will be required to extend the validity of bid security for the period of the extension, and in compliance with IB.13 in all respects.

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

#### **D. SUBMISSION OF BID**

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

- 15.1 Bids must be received by the Procuring Agency at the address/provided in Bidding Data not later than the time and date stipulated therein.
- 15.2 The inner and outer envelop 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 and contract data; and
  - c) Provide a warning note not to be open before the specified time and date for bid opening as defined in the bidding data.
  - d) In addition to the identification required in 15.2, the inner envelop shall indicate the name and address of the bidder to enable to bid to be return un open in case it is declared late.

- e) If the outer envelop is not seal and marked as above, the procuring agency will assume no responsibility for the misplacement or premature opening of the bid.
- 15.3 Bids submitted through telegraph, telex, fax or e-mail shall not be considered.
- 15.4 Any bid received by the Procuring Agency after the deadline for submission prescribed in Bidding Data will be returned unopened to such bidder.
- 15.5 Any bidder may modify or withdraw his bid after bid submission provided that the modification or written notice of withdrawal is received by the Procuring Agency prior to the deadline for submission of bids.
- 15.6 Withdrawal of a bid during the interval between the deadline for submission of bids and the expiration of the period of bid validity specified in the Form of Bid may result in forfeiture of the Bid Security pursuant to Sub-Clause IB.13.5(a).

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

### **IB.16 Bid Opening, Clarification and Evaluation**

- 16.1 The Procuring Agency will open the bids, in the presence of bidders' representatives who choose to attend, at the time, date and location stipulated in the Bidding Data.
- 16.2 The bidder's name, Bid Prices, any discount, the presence or absence of Bid Security, and such other details as the Procuring Agency at its discretion may consider appropriate, will be announced by the Procuring Agency at the bid opening. The Procuring Agency will record the minutes of the bid opening. Representatives of the bidders who choose to attend shall sign the attendance sheet.

Any Bid Price or discount which is not read out and recorded at bid opening will not be taken into account in the evaluation of bid.
- 16.3 To assist in the examination, evaluation and comparison of Bids the Engineer/Procuring Agency may, at its discretion, ask the bidder for a clarification of its Bid. The request for clarification and the response shall be in writing and no change in the price or substance of the Bid shall be sought, offered or permitted.
- 16.4 (a) Prior to the detailed evaluation, pursuant to Sub-Clauses IB.16.7 to 16.9, the Engineer/Procuring Agency will determine the substantial responsiveness of each bid to the Bidding Documents. For purpose of these Clauses, a substantially responsive bid is one which conforms to all the terms and conditions of the Bidding Documents without material deviations. It will include to determine the requirements listed in Bidding Data.

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

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

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

- 16.5     A Bid determined as substantially non-responsive will be rejected and will not subsequently be made responsive by the bidder by correction of the non-conformity.
- 16.6     Any minor informality or non-conformity or irregularity in a Bid which does not constitute a material deviation may be waived by Procuring Agency, provided such waiver does not prejudice or affect the relative ranking of any other bidders.
- 16.7     The Engineer/Procuring Agency will evaluate and compare only the bids previously determined to be substantially responsive pursuant to Sub-Clauses IB.16.4 to 16.6 as per requirements given hereunder. Bids will be evaluated for complete scope of works. The prices will be compared on the basis of the Evaluated Bid Price pursuant to Sub-Clause 16.8 herein below.

#### **Technical Evaluation**

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

#### **16.8 Evaluated Bid Price**

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

- (i)     Making any correction for arithmetic errors pursuant to Sub-Clause 16.4 hereof.

- (ii) Discount, if any, offered by the bidders as also read out and recorded at the time of bid opening.
- (iii) Excluding **Provisional Sums** and the provisional for **Contingencies** in the Bill of Quantities if any, but including **Day Work**, where priced competitively.

#### **IB.17 Process to be Confidential**

- 17.1 Subject to Sub-Clause IB.16.3 heretofore, no bidder shall contact Engineer/Procuring Agency on any matter relating to its Bid from the time of the Bid opening to the time the bid evaluation result is announced by the Procuring Agency. The evaluation result shall be announced at least ten (10) days prior to award of Contract. The announcement to all bidders will include table(s) comprising read out prices, discounted prices, price adjustments made, final evaluated prices and recommendations against all the bids evaluated.
- 17.2 Any effort by a bidder to influence Engineer/Procuring Agency in the Bid evaluation, Bid comparison or Contract Award decisions may result in the rejection of his Bid. Whereas, any bidder feeling aggrieved may lodge a written complaint not later than fifteen (15) days after the announcement of the bid evaluation result, however, mere fact of lodging a complaint shall not warrant suspension of procurement process.

### **F. AWARD OF CONTRACT**

#### **IB.18. Post Qualification**

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

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

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

#### **IB.19 Award Criteria & Procuring Agency's Right**

- 19.1 Subject to Sub-Clause IB.19.2, the Procuring Agency will award the Contract to the bidder whose bid has been determined to be substantially responsive to the Bidding Documents and who has offered the lowest evaluated Bid Price, provided that such bidder has been determined to be qualified to satisfactorily perform the Contract in accordance with the provisions of Clause IB.18.

- 19.2 Not with standing Sub-Clause IB.19.1, the Procuring Agency reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of Contract, without thereby incurring any liability to the affected bidders or any obligation to inform the affected bidders of the grounds for the Procuring Agency's action except that the grounds for its rejection of all bids shall upon request be communicated, to any bidder who submitted a bid, without justification of the grounds. Notice of the rejection of all the bids shall be given promptly to all the bidders.

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

- 20.1 Prior to expiration of the period of bid validity prescribed by the Procuring Agency, the Procuring Agency will notify the successful bidder in writing ("Letter of Acceptance") that his bid has been accepted.
- 20.2 Within seven (7) days from the date of furnishing of acceptable Performance Security under the Conditions of Contract, the Procuring Agency will send the successful bidder the Form of Contract Agreement provided in the Bidding Documents, incorporating all agreements between the parties.
- 20.3 The formal Agreement between the Procuring Agency and the successful bidder duly stamp at rate of .....% of bid price (updated from time to time) stated in the letter of acceptance shall be executed within seven (7) days of the receipt of Form of Contract Agreement by the successful bidder from the Procuring Agency.

#### **IB.21 Performance Security**

- 21.1 The successful bidder shall furnish to the Procuring Agency a Performance Security in the form and the amount stipulated in the Conditions of Contract within a period of fourteen (14) days after the receipt of Letter of Acceptance.
- 21.2 Failure of the successful bidder to comply with the requirements of Sub-Clauses IB.20.2 & 20.3 or 21.1 or Clause IB.22 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security.

#### **IB.22 Integrity Pact**

The Bidder shall sign and stamp the Form of Integrity Pact provided at Schedule-F to Bid in the Bidding Document for all Sindh Government procurement contracts exceeding Rupees ten (10) million. Failure to provide such Integrity Pact shall make the bid non-responsive.

## **BIDDING DATA**



Clause	Instructions to Bidders
Reference	

The Procuring Agency is: **Sindh Technical Education & Vocational Training Authority, Karachi (STEVTa)**

Fax No: 021-9924-4118

### Establishment of GVTC at Banguldero, District Larkana

The works involves construction of new building, compound wall and external development work at Banguldero, Distt. Larkana including execution of civil, plumbing and electrical works in accordance with the Design, Drawings, Technical Specifications, Bill of Quantities and instructions of the Client / Consultant with special emphasis on Quantity and Quality control ethics.

The Procuring Agency is funding the project cost through its own resources in Pakistani Rupees.

**The Procuring Agency Address is: Sindh Technical Education & Vocational Training Authority, Karachi (STEVTa)**

**M/S. Shahzad Associates**

2<sup>nd</sup> Floor, Farzana Building, Shaheed-E-Millat Road, Karachi.

Fax: 021-9924-4118

Delete text of Para 'a' and substitute as follows.

- a(i). Duly licensed by the Pakistan Engineering Council (PEC) in the appropriate category (as required by the STEVTA / Consultant) and license should be valid for the Current calendar year.
- (ii). technically and financially capable firms having adequate managerial capacity.
- And
- (iii). Duly Security Cleared / Approved and prequalified bidders by the Procuring Agency (where required).

**IB.7 Language of Bid:**

The Bid language is "ENGLISH"

**IB.10 Bid Prices**

Add the following paragraphs:

- (a). The Bidder by the act of submitting a Bid, acknowledges that he has inspected the Site of Works and determined the general characteristics and conditions. The Procuring Agency will not assume any responsibility for information, interpretations and deductions the Bidders may make from the information furnished by the Procuring Agency or the Engineer. No verbal agreement conversation with any officer, employee or agent of the Procuring Agency or the Engineer before, during or after the execution of the Contract shall effect or modify any of the terms or obligations contained or implied in the Contract.
- b). The attention of the Bidder is drawn to the fact that local regulations require special formalities to be complied with in connection with the ordering, purchasing, and importing of materials from outside Pakistan. Bidder will be deemed to have obtained full information about all such matters and to have allowed in his Bid for all delays, additional costs and financing charges that may arise directly or indirectly there from.
- c). Any neglect or failure on the part of the Bidder to obtain reliable information on the spot or elsewhere upon the foregoing or any other matters affecting the execution and completion of the Works, the rates, total amounts and the Contract shall not relieve the Bidder whose bid is accepted from any risks or liabilities or from the responsibility of completing and handling over the acceptably completed works.
- d). The rates and prices set down by the Bidder against all the items in the Bill of Quantities are to be the full inclusive value of the finished work described there under and shall be deemed to include all costs of performing the Works including the taxes and duties, profits and costs of accepting the general risks, liabilities and obligations of every kind set forth or implied in the Contract.

**IB.10 Currency of Bid:**

Delete the text of 10.3 and substitute as under:

The unit rates and the prices shall be quoted by the Bidder entirely in Pak Rupees and also payment shall be made in Pak. Rupees. A bidder expecting to incur expenditures in other currencies for inputs to the Works supplied from outside Procuring Agency's country shall bear all costs and risks for arranging the requirements of such currencies through his own resources.

#### **IB.11 Documents Establishing Bidder's Eligibility and Qualifications:**

The bid is invited only for prequalified bidders, but procuring agency at any time may require the any documents / information that the procuring agency deems necessary. Add the following:

1. Valid PEC registration certificate in appropriate Category as required by (STEVTA / Consultants)
2. Name and Principal Person and their qualification and experience.
3. List of Technical Staff and their Qualifications.
4. List of Work of similar nature completed during last 5 years.
5. List of similar work in hand.
6. Banker Certificate showing credit worthiness of the firm.
7. Evidence of access to financial resources along with average annual construction turnover.
8. Financial predication for the current year and the two following years including the effect of known commitments.
9. Income tax returns of the last three (3) years.
10. Current litigation (if yes, than detail of litigation)
11. Affidavit showing that firm is not black listing
12. Availability and adequacy of construction equipment.

IB. 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.

#### **IB.13 Amount of Bid Security / Earnest Money**

2% of Bid Price in the form of Deposit at Call / Payee's Order or a Bank Guarantee / Bank Draft from any scheduled Bank of Pakistan in favour of the "**Sindh Technical Education & Vocational Training Authority, Karachi**" (STEVTA)

13.1 (a) "The Bid Security (original + copies) should be submitted in a separate sealed envelope. Name of Bidder and work should be clearly typed on the envelope." The Bid Security envelope shall be opened first and the amount of Bid Security shall be announced before opening of the bidders Bid Documents.

**IB.14.1 Period of Bid Validity:**

The period of Bid Validity is 90 days from the date of Bid Opening.

**1B.14.4 Number of Copies of the Bid to be Submitted**

1 original plus 2 copies

14.6 Add at the end of this paragraph:

"Over-Writing, erasures, use of whitening, fluid and correction tape for making corrections is not permitted. Non compliance of these instructions may be construed as sufficient ground to render the bid non-responsive"

Bids shall be prepared and submitted on the form of "the Bid" provided. All blank spaces must be filled in and completed form must be without interlineations or alteration of the original wording. Bids with incomplete and / or unsigned Form of Bid may be rejected / considered Non Responsive. The bidder shall stamp and sign each page of Bid Documents for the purpose of identification and acknowledgement of acceptance thereof.

The Bids must conform in all respects to the Bid Documents.

**IB.14 Submission of Bid**

**14.6 Procuring Agency's address for the purpose of Bid submission:**

Office of the "The Director (Works & Services) Sindh Technical Education & Vocational Training Authority, Karachi" (STEVTA)

Phone: 021-9924-4112-7

Fax No: 021-9924-4118

**(b) Contract Name and Number:**

Contract Name:

Establishment of GVTC at Banguldero, District Larkana

Provide a warning "not to open before the time and date for Bid Opening"

**IB.15.1            Deadline for Submission of Bids**

As notified in "Invitation to Bids".

**IB.16                Venue, time and date of Bid Opening:**

16.1                As notified in "Invitation to Bids".

**IB.16                Bid Opening, Clarification and Evaluation**

IB.16.2            Add "The Consultants on behalf of" before the word "Procuring Agency" in the third line of this sub-clause.

**IB.16                Add the following sub-Para:**

16.2(a)            A bid with highly inflated or unworkable rates of any BOQ items may be considered non-conforming and rejected. The Procuring Agency may also disqualify such bidder from participating in the subsequent bids who submits such unbalanced and / or unworkable rates of major items of work.

**IB.16.4            Responsiveness of Bids**

- (i)        the Bid is valid till required period as specified in (IB.14.1)
- (ii)       the Bid Prices are firm during currency of Contract / Price Adjustment.
- (iii)      Completion Period offered is within specified limits.
- (iv)      The Bidder is eligible to Bid and possesses the requisite experience, capability and qualifications.
- (v)       The Bid does not deviate from basic technical requirements and
- (vi)      The Bids are generally in order, etc.

**Fixed Price Contract:** No escalation will be provided during currency of the Contract.

**IB.21                Performance Security**

21.1                Delete the text and substitute:

The amount of Performance Security shall be 10% of the Contract Price and be acceptable to the Procuring Agency in the shape of un-conditional bank guarantee only.

In the first line of this sub-clause add the word "an acceptable" before the word "Performance Security" and also delete the word "a" before the word "Performance Security".

**Add the following Sub-Clauses 23 to 24**

**IB.23 Sub-Contractors**

Any Sub-Contractor is subject to the acceptance of the Procuring Agency / Engineer and the sub-contractor shall be subject to the same General Conditions of Contract as the main Contract. A list, as set forth in Schedule "C" to BID showing the name and address and credentials of each proposed Sub-Contractor, the type of work to be sub-let and the reason for sub-letting shall be submitted with the Bid. Overall responsibility of all works, whether parts of its subcontracted or not, shall rest with the Bidder.

**IB.24 Alterations**

No alteration and addition shall be made in the form of the Bid, Bill of Quantities and the accompanying documents and if any such alterations / addition is made or if the Bills of Quantities are not properly filled in, or if these instructions are not fully complied with, the Bid will be rejected.

## **FORM OF BID AND SCHEDULES TO BID**

## FORM OF BID

(LETTER OF OFFER)

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

Name of Work: Establishment of GVTC at Banguldero, District Larkana

To:

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

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

Signature \_\_\_\_\_

in the capacity of \_\_\_\_\_ duly authorized to sign bid for and on behalf  
of \_\_\_\_\_  
(Name of Bidder in Block Capitals)

(Seal)

Address

-----  
-----  
-----

Witness:

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

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

Address:

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## **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 Programme of Works
- Schedule E to Bid: Method of Performing Works
- Schedule F to Bid: Integrity Pact

**SCHEDULE - A TO BID**

**SCHEDULE OF PRICES**

## **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 Systeme Internationale d' Unites (SI Units).

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### **4. Rates and Prices**

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

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

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

\*(Procuring Agency may modify as appropriate)

- 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.

**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 works and only when the Engineer have given written instructions in advance for additional work to be paid for in that way.

**SCHEDULE - B TO BID**

**\*SPECIFIC WORKS DATA**

(To be prepared and incorporated by the Procuring Agency)

\*(Note: The Procuring Agency shall spell out the information & data required to be filled out by the bidder and to furnish complementary information).

## SCHEDULE – C TO BID

### WORKS TO BE PERFORMED BY SUBCONTRACTORS

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

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

**Note:**

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

In case Procuring Agency decides to allow subcontracting then following conditions shall be compiled with:

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



**PROPOSED PROGRAMME OF WORKS**

Bidder shall provide a programme in a bar-chart or Programme 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.

**METHOD OF PERFORMING WORKS**

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

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

**(INTEGRITY PACT)**

**DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC.  
PAYABLE BY CONTRACTS**

(FOR CONTRACTORS WORTH RS. 10.00 MILLION OR MORE)

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

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

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

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

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

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

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

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

Procuring Agency

Contractor

Signature: .....

Signature: .....

[Seal]

[Seal]

## **CONDITIONS OF CONTRACT**

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### **CONDITIONS OF CONTRACT**

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# **CONDITIONS OF CONTRACT**

## **1. GENERAL PROVISIONS**

### **1.1 Definitions**

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

#### **The Contract**

1.1.1 “Contract” means the Contract Agreement and the other documents listed in the Contract Data.

1.1.2 “Specifications” means the document as listed in the Contract Data, including Procuring Agency’s requirements in respect of design to be carried out by the Contractor (if any), and any Variation to such document.

1.1.3 “Drawings” means the Procuring Agency’s drawings of the Works as listed in the Contract Data, and any Variation to such drawings.

#### **Persons**

1.1.4 “Procuring Agency” means the person named in the Contract Data and the legal successors in title to this person, but not (except with the consent of the Contractor) any assignee.

1.1.5 “Contractor” means the person named in the Contract Data and the legal successors in title to this person, but not (except with the consent of the Procuring Agency) any assignee.

1.1.6 “Party” means either the Procuring Agency or the Contractor.

#### **Dates, Times and Periods**

1.1.7 “Commencement Date” means the date fourteen (14) days after the date the Contract comes into effect or any other date named in the Contract Data.

1.1.8 “Day” means a calendar day

1.1.9 “Time for Completion” means the time for completing the Works as stated in the Contract Data (or as extended under Sub-Clause 7.3), calculated from the Commencement Date.

## **Money and Payments**

- 1.1.10 “Cost” means all expenditure properly incurred (or to be incurred) by the Contractor, whether on or off the Site, including overheads and similar charges but does not include any allowance for profit.

## **Other Definitions**

- 1.1.11 “Contractor’s Equipment” means all machinery, apparatus and other things required for the execution of the Works but does not include Materials or Plant intended to form part of the Works.
- 1.1.12 “Country” means the Islamic Republic of Pakistan.
- 1.1.13 “Procuring Agency’s Risks” means those matters listed in Sub-Clause 6.1.
- 1.1.14 “Force Majeure” means an event or circumstance which makes performance of a Party’s obligations illegal or impracticable and which is beyond that Party’s reasonable control.
- 1.1.15 “Materials” means things of all kinds (other than Plant) to be supplied and incorporated in the Works by the Contractor.
- 1.1.16 “Plant” means the machinery and apparatus intended to form or forming part of the Works.
- 1.1.17 “Site” means the places provided by the Procuring Agency where the Works are to be executed, and any other places specified in the Contract as forming part of the Site.
- 1.1.18 “Variation” means a change which is instructed by the Engineer/Procuring Agency under Sub-Clause 10.1.
- 1.1.19 “Works” means any or all the works whether Supply, Installation, Construction etc. and design (if any) to be performed by the Contractor including temporary works and any variation thereof.
- 1.1.20 “Engineer” means the person notified by the Procuring Agency to act as Engineer for the purpose of the Contract and named as such in Contract Data.

## **1.2 Interpretation**

Words importing persons or parties shall include firms and organisations. Words importing singular or one gender shall include plural or the other gender where the context requires.



### **1.3 Priority of Documents**

The documents forming the Contract are to be taken as mutually explanatory of one another. If an ambiguity or discrepancy is found in the documents, the priority of the documents shall be in accordance with the order as listed in the Contract Data.

### **1.4 Law**

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

### **1.5 Communications**

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

### **1.6 Statutory Obligations**

The Contractor shall comply with the Laws of Islamic Republic of Pakistan and shall give all notices and pay all fees and other charges in respect of the Works.

## **2. THE PROCURING AGENCY**

### **2.1 Provision of Site**

The Procuring Agency shall provide the Site and right of access thereto at the times stated in the Contract Data.

**Site Investigation Report** are those that were included in the binding documents and are factual and interpretative reports about the surface and sub surface conditions at the Site.

### **2.2 Permits etc.**

The Procuring Agency shall, if requested by the Contractor, assist him in applying for permits, licenses or approvals which are required for the Works.

### **2.3 Engineer's/Procuring Agency's Instructions**

The Contractor shall comply with all instructions given by the Procuring Agency or the Engineer, if notified by the Procuring Agency, in respect of the Works including the suspension of all or part of the Works.

### **2.4 Approvals**

No approval or consent or absence of comment by the Engineer/Procuring Agency shall affect the Contractor's obligations.

### **3. ENGINEER'S/PROCURING AGENCY'S REPRESENTATIVES**

#### **3.1 Authorized Person**

The Procuring Agency shall appoint a duly authorized person to act for him and on his behalf for the purposes of this Contract. Such authorized person shall be duly identified in the Contract Data or otherwise notified in writing to the Contractor as soon as he is so appointed. In either case the Procuring Agency shall notify the Contractor, in writing, the precise scope of the authority of such authorized person at the time of his appointment.

#### **3.2 Engineer's / Procuring Agency's Representative**

The name and address of Engineer's / Procuring Agency's Representative is given in Contract Data. However the Contractor shall be notified by the Engineer / Procuring Agency, the delegated duties and authority before the Commencement of Works.

### **4. THE CONTRACTOR**

#### **4.1 General Obligations**

The Contractor shall carry out the Works properly and in accordance with the Contract. The Contractor shall provide all supervision, labour, Materials, Plant and Contractor's Equipment which may be required.

#### **4.2 Contractor's Representative**

The Contractor shall appoint a representative at site on full time basis to supervise the execution of work and to receive instructions on behalf of the Contractor but only after obtaining the consent of the Procuring Agency for such appointment which consent shall not be unreasonable withheld by the Procuring Agency. Such authorized representative may be substituted / replaced by the Contractor at any time during the Contract Period but only after obtaining the consent of the Procuring Agency as aforesaid.

#### **4.3 Subcontracting**

The Contractor shall not subcontract the whole of the Works. The Contractor shall not subcontract any part of the Works without the consent of the Procuring Agency.

#### **4.4 Performance Security**

The Contractor shall furnish to the Procuring Agency within fourteen (14) days after receipt of Letter of Acceptance a Performance Security at the option of the bidder, in the form of Bank Draft or Bank Guarantee from scheduled bank for the amount and validity specified in Contract Data.

## **5. DESIGN BY CONTRACTOR**

### **5.1 Contractor's Design**

The Contractor shall carry out design to the extent specified, as referred to in the Contract Data. The Contractor shall promptly submit to the Engineer/Procuring Agency all designs prepared by him. Within fourteen (14) days of receipt the Engineer/Procuring Agency shall notify any comments or, if the design submitted is not in accordance with the Contract, shall reject it stating the reasons. The Contractor shall not construct any element of the Works designed by him within fourteen (14) days after the design has been submitted to the Engineer/Procuring Agency or which has been rejected. Design that has been rejected shall be promptly amended and resubmitted. The Contractor shall resubmit all designs commented on taking these comments into account as necessary.

### **5.2 Responsibility for Design**

The Contractor shall remain responsible for his bided design and the design under this Clause, both of which shall be fit for the intended purposes defined in the Contract and he shall also remain responsible for any infringement of any patent or copyright in respect of the same. The Engineer/Procuring Agency shall be responsible for the Specifications and Drawings.

## **6. PROCURING AGENCY'S RISKS**

### **6.1 The Procuring Agency's Risks**

The Procuring Agency's Risks are:-

- a) war, hostilities (whether war be declared or not), invasion, act of foreign enemies, within the Country;
- b) rebellion, terrorism, revolution, insurrection, military or usurped power, or civil war, within the Country;
- c) riot, commotion or disorder by persons other than the Contractor's personnel and other employees including the personnel and employees of Sub-Contractors, affecting the Site and/or the Works;
- d) ionising radiations, or contamination by radio-activity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radio-active toxic explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component of such an assembly, except to the extent to which the Contractor/Sub-Contractors may be responsible for the use of any radio-active material;

- e) Pressure waves caused by aircraft or other aerial devices traveling at sonic or supersonic speeds;
- f) use or occupation by the Procuring Agency of any part of the Works, except as may be specified in the Contract;
- g) late handing over of sites, anomalies in drawings, late delivery of designs and drawings of any part of the Works by the Procuring Agency's personnel or by others for whom the Procuring Agency is responsible;
- h) a suspension under Sub-Clause 2.3 unless it is attributable to the Contractor's failure; and
- i) physical obstructions or physical conditions other than climatic conditions, encountered on the Site during the performance of the Works, for which the Contractor immediately notified to the Procuring Agency and accepted by the Procuring Agency.

## **7. TIME FOR COMPLETION**

### **7.1 Execution of the Works**

The Contractor shall commence the Works on the Commencement Date and shall proceed expeditiously and without delay and shall complete the Works, subject to Sub-Clause 7.3 below, within the Time for Completion.

### **7.2 Programme**

Within the time stated in the Contract Data, the Contractor shall submit to the Engineer / Procuring Agency a programme for the Works in the form stated in the Contract Data.

### **7.3 Extension of Time**

The Contractor shall, within such time as may be reasonable under the circumstances, notify the Procuring Agency/Engineer of any event(s) falling within the scope of Sub-Clause 6.1 or 10.3 of these Conditions of Contract and request the Procuring Agency/Engineer for a reasonable extension in the time for the completion of Works. Subject to the aforesaid, the Procuring Agency/Engineer shall determine such reasonable extension in the time for the completion of Works as may be justified in the light of the details/particulars supplied by the Contractor in connection with the such determination by the Procuring Agency/Engineer within such period as may be prescribed by the Procuring Agency/Engineer for the same; and the Procuring Agency shall extend the Time for Completion as determined.

#### **7.4 Late Completion**

If the Contractor fails to complete the Works within the Time for Completion, the Contractor's only liability to the Procuring Agency for such failure shall be to pay the amount stated in the Contract Data for each day for which he fails to complete the Works.

#### **7.5 Early Completion**

In case of earlier completion of the works the contractor is entitled to be paid bonus upto limit and at a rate equivalent to 50% of the relevant limit and rate of liquidated damages stated in the Contract Data.

### **8. TAKING-OVER**

#### **8.1 Completion**

The Contractor may notify the Engineer/Procuring Agency when he considers that the Works are complete.

#### **8.2 Taking-Over Notice**

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

### **9. REMEDYING DEFECTS**

#### **9.1 Remedying Defects**

The Contractor shall for a period stated in the Contract Data from the date of issue of the Certificate of Completion carry out, at no cost to the Procuring Agency, repair and rectification work which is necessitated by the earlier execution of poor quality of work or use of below specifications material in the execution of Works and which is so identified by the Procuring Agency/Engineer in writing within the said period. Upon expiry of the said period, and subject to the Contractor's faithfully performing his aforesaid obligations, the Procuring Agency/Engineer shall issue a Maintenance Certificate whereupon all obligations of the Contractor under this Contract shall come to an end.

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

## **9.2 Uncovering and Testing**

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

## **10. VARIATIONS AND CLAIMS**

### **10.1 Right to Vary**

The Procuring Agency/Engineer may issue Variation Order(s) in writing. Where for any reason it has not been possible for the Procuring Agency/Engineer to issue such Variations Order(s), the Contractor may confirm any verbal orders given by the Procuring Agency/Engineer in writing and if the same are not refuted/denied by the Procuring Agency/Engineer within ten (10) days of the receipt of such confirmation the same shall be deemed to be a Variation Orders for the purposes of this Sub-Clause.

### **10.2 Valuation of Variations**

Variations shall be valued as follows:

- a) at a lump sum price agreed between the Parties, or
- b) where appropriate, at rates in the Contract, or
- c) in the absence of appropriate rates, the rates in the Contract shall be used as the basis for valuation, or failing which
- d) at appropriate new rates, as may be agreed or which the Engineer/Procuring Agency considers appropriate, or
- e) if the Engineer/Procuring Agency so instructs, at day work rates set out in the Contract Data for which the Contractor shall keep records of hours of labour and Contractor's Equipment, and of Materials, used.

### **10.3 Changes in the Quantities**

- a) if the final quantity of the works done differs from the quantity in the Bill of Quantity for the particular item by more than 25%, provided the change exceed 1% of the initial Contract Price, the procuring agency / Engineer shall adjust the rate to allow for the change and will be valued as per sub clause 10.2.

- b) The Engineer shall not adjust rates from the changing in quantity if thereby the initial contract price is exceeded by more than 15%, except with the prior approval of the Procuring Agency.
- c) If requested by the Engineer, the contractor shall provide Engineer with the detailed cost break down of any rate in the bill of quantities.

#### **10.4. Early Warning**

The Contractor shall notify the Engineer/Procuring Agency in writing as soon as he is aware of any circumstance which may delay or disrupt the Works, or which may give rise to a claim for additional payment.

To the extent of the Contractor's failure to notify, which results to the Engineer/Procuring Agency being unable to keep all relevant records or not taking steps to minimise any delay, disruption, or Cost, or the value of any Variation, the Contractor's entitlement to extension of the Time for Completion or additional payment shall be reduced/rejected.

#### **10.5. Valuation of Claims**

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

#### **10.6. Variation and Claim Procedure**

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

### **11. CONTRACT PRICE AND PAYMENT**

#### **11.1 (a) Terms of Payments**

The amount due to the Contractor under any Interim Payment Certificate issued by the Engineer pursuant to this Clause, or to any other terms of the Contract, shall , subject to Clause 11.3, be paid by the Procuring Agency to the Contractor within 30 days after such Interim Payment Certificate has been jointly verified by Procuring Agency and Contractor, or, in the case of the Final Certificate referred to in Sub Clause 11.5, within 60 days after such Final Payment Certificate has been jointly verified by Procuring Agency and Contractor;

Provided that the Interim Payment shall be caused in 30 days and Final Payment in 60 days in case of foreign funded project. In the event of the failure of the Procuring Agency to make payment within the times stated, the Procuring Agency shall pay to the Contractor compensation at the 28 days rate of KIBOR+2% per annum in local currency and LIBOR+1% for foreign currency, upon all sums unpaid from the date by which the same should have been paid.

**(b) Valuation of the Works**

The Works shall be valued as provided for in the Contract Data, subject to Clause 10.

**11.2 Monthly Statements**

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

- a) the value of the Works executed less to the cumulative amount paid previously; and
- b) Value of Secured Advanced on the Materials and valuation of variations (if any)

The Contractor shall submit each month to the Engineer/Procuring Agency a statement showing the amounts to which he considers himself entitled.

**11.3 Interim Payments**

Within a period not exceeding seven (7) days from the date of submission of a statement for interim payment by the Contractor, the Engineer shall verify the same and within a period not exceeding thirty (30) days from the said date of submission by the Contractor, the Procuring Agency shall pay to the Contractor the sum subject to adjustment for deductions of the advanced payment and retention money.

**11.4 Retention**

Retention money shall be paid by the Procuring Agency to the Contractor within fourteen (14) days after either the expiry of the period stated in the Contract Data, or the remedying of notified defects, or the completion of outstanding work, all as referred to in Sub-Clause 9.1, which ever is the later.

**11.5 Final Payment**

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



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

**11.6 Currency**

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

**12. DEFAULT**

**12.1 Default by Contractor**

If the Contractor abandons the Works, refuses or fails to comply with a valid instruction of the Engineer/Procuring Agency or fails to proceed expeditiously and without delay, or is, despite a written complaint, in breach of the Contract, the Procuring Agency may give notice referring to this Sub-Clause and stating the default.

If the Contractor has not taken all practicable steps to remedy the default within fourteen (14) days after receipt of the Procuring Agency's notice, the Procuring Agency may by a second notice given within a further twenty one (21) days, terminate the Contract. The Contractor shall then demobilise from the Site leaving behind any Contractor's Equipment which the Procuring Agency instructs, in the second notice, to be used for the completion of the Works at the risk and cost of the Contractor.

**12.2 Default by Procuring Agency**

If the Procuring Agency fails to pay in accordance with the Contract, or is, despite a written complaint, in breach of the Contract, the Contractor may give notice referring to this Sub-Clause and stating the default. If the default is not remedied within fourteen (14) days after the Procuring Agency's receipt of this notice, the Contractor may suspend the execution of all or parts of the Works.

If the default is not remedied within twenty eight (28) days after the Procuring Agency's receipt of the Contractor's notice, the Contractor may by a second notice given within a further twenty one (21) days, terminate the Contract. The Contractor shall then demobilise from the Site.

**12.3 Insolvency**

If a Party is declared insolvent under any applicable law, the other Party may by notice terminate the Contract immediately. The Contractor shall then demobilise from the Site leaving behind, in the case of the Contractor's insolvency, any Contractor's Equipment which the Procuring Agency instructs in the notice is to be used for the completion of the Works.

#### **12.4 Payment upon Termination**

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

- a) any sums to which the Contractor is entitled under Sub-Clause 10.4,
- b) any sums to which the Procuring Agency is entitled,
- c) if the Procuring Agency has terminated under Sub-Clause 12.1 or 12.3, the Procuring Agency shall be entitled to a sum equivalent to twenty percent (20%) of the value of parts of the Works not executed at the date of the termination, and
- d) if the Contractor has terminated under Sub-Clause 12.2 or 12.3, the Contractor shall be entitled to the cost of his demobilisation together with a sum equivalent to ten percent (10%) of the value of parts of the Works not executed at the date of termination.

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

### **13. RISKS AND RESPONSIBILITIES**

#### **13.1 Contractor's Care of the Works**

Subject to Sub-Clause 9.1, the Contractor shall take full responsibility for the care of the Works from the Commencement Date until the date of the Procuring Agency's/Engineer's issuance of Certificate of Completion under Sub-Clause 8.2. Responsibility shall then pass to the Procuring Agency. If any loss or damage happens to the Works during the above period, the Contractor shall rectify such loss or damage so that the Works conform with the Contract.

Unless the loss or damage happens as a result of any of the Procuring Agency's Risks, the Contractor shall indemnify the Procuring Agency, or his agents against all claims loss, damage and expense arising out of the Works.

#### **13.2 Force Majeure**

If Force Majeure occurs, the Contractor shall notify the Engineer/Procuring Agency immediately. If necessary, the Contractor may suspend the execution of the Works and, to the extent agreed with the Procuring Agency demobilise the Contractor's Equipment.

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

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

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

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

## **14. INSURANCE**

### **14.1 Arrangements**

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

### **14.2 Default**

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

## **15. RESOLUTION OF DISPUTES**

### **15.1 Engineer's Decision**

If a dispute of any kind whatsoever arises between the Procuring Agency and the Contractor in connection with the Works, the matter in dispute shall, in the first place, be referred in writing to the Engineer, with a copy to the other party. Such reference shall state that it is made pursuant to this Clause.

No later than the twenty eight (28) days after the day on which he received such reference, the Engineer shall give notice of his decision to the Procuring Agency (Superintending Engineer) and the Contractor.

Unless the Contract has already been repudiated or terminated, the Contractor shall, in every case, continue to proceed with the Work with all due diligence, and the Contractor and the Procuring Agency (Superintending Engineer) shall give effect forthwith to every such decision of the Engineer unless and until the same shall be revised, as hereinafter provided in an arbitral award.

#### **15.2 Notice of Dissatisfaction**

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

If a contractor is dissatisfied with the decision of the Engineer of the department or decision is not giving in time than he can approach (Superintending Engineer) within fourteen days, in case of dissatisfaction with decision of (Superintending Engineer) or not decided within 28 days than arbitration would be adopted as per clause 15.2.

#### **15.3 Arbitration**

A dispute which has been the subject of a notice of dissatisfaction shall be finally settled as per provisions of Arbitration Act 1940 (Act No. X of 1940) and Rules made there under and any statutory modifications thereto. Any hearing shall be held at the place specified in the Contract Data and in the language referred to in Sub-Clause 1.5.

### **16 INTEGRITY PACT**

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

(b) terminate the Contract; and

3. 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 Sub-Contractors, agents or servants.

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

## CONTRACT DATA

1.1.3 Procuring Agency's Drawings, if any (to be listed by the Procuring Agency)

1.1.4 **The Procuring Agency** means

The Procuring Agency is **Sindh Technical Education & Vocational Training Authority, Karachi (STEVTA)**

Phone No: 021-9924-4112-7

Fax No: 021-9924-4118

1.1.5 **The Contractor** means

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1.1.7 **Commencement Date** means the date of issue of Engineer's Notice to Commence which shall be issued within fourteen (07) days of the signing of the Contract Agreement.

1.1.9 **Time for Completion** **12 Months**

1.1.20 **Engineer**

**M/s. Shahzad Associates**  
**Consulting Architects, Engineers & Planners**

2<sup>nd</sup> Floor, Farzana Building, Shaheed-E-Millat Road, Karachi

Phone: 021-3438-4591, 3438-8857

Fax: 021-3453-0754

1.3 **Documents forming the Contract listed in the order of priority:**

- (a) The Contract Agreement
- (b) Letter of Acceptance
- (c) The completed Form of Bid
- (d) Contract Data
- (e) Conditions of Contract
- (f) The completed Schedules to Bid including Schedule of Prices
- (g) The Drawings, if any
- (h) The Specifications

2.1 **Provision of Site:** On the Commencement Date\*

3.1 **Authorized Person :** \_\_\_\_\_

3.2 **Name and address of Engineer's/Procuring Agency's representative**

The Procuring Agency is: **Sindh Technical Education & Vocational Training Authority, Karachi (STEVTa)**

The Engineer is **M/s. Shahzad Associates, Consulting Architects, Engineers & Planners**, 2<sup>nd</sup> Floor, Farzana Building, Shaheed-E-Millat Road, Karachi

4.4 **Performance Security:**

10% of Contract Price stated in the Letter of Acceptance in the form of Bank Guarantee / issued by any of the following insurance companies:

Validity: 60 Days

7.2 **Programme:**

**Time for submission:** Within seven (7) days\* of the Commencement Date.

**Form of programme:** \_\_\_\_\_ (Bar Chart/CPM/PERT or other)

7.4 Amount payable due to failure to complete shall be 0.10% per day up to a maximum of (10%) \* of sum stated in the Letter of Acceptance.

9.1 **Period for remedying defects**

**12 Months** from the effective date of Taking Over Certificate.

10.2 (e) **Variation Procedures:**

Day work rates \_\_\_\_\_  
\_\_\_\_\_ (details)

11.1 **\*(a) Terms of Payments**

**Mobilization Advance or Secured Advanced on Material**

**NOT APPLICABLE**

11.2 **\*(a) Valuation of the Works:**

i) Lump sum price \_\_\_\_\_ (details), or

- ii) Lump sum price with schedules of rates \_\_\_\_\_ (details), or
- iii) Lump sum price with bill of quantities \_\_\_\_\_ (details), or
- iv) Re-measurement with estimated/bid quantities in the Schedule of Prices or on premium above or below quoted on the rates mentioned in CSR \_\_\_\_\_ (details), or/and
- v) Cost reimbursable \_\_\_\_\_ (details)

**11.2(b) Percentage of value of Materials and Plant:**

Materials	eighty (80%)*
Plant	ninety (90%)*

**11.3 Interim Payments**

**28 (Twenty Eight) Days** in case of local Currency (No interest shall be paid in case of any delay in payment)

**11.4 Percentage of retention:**

Five (5%) of Contract Price stated in the Letter of Acceptance

**11.6 Currency of payment:** Pak. Rupees

**14.1 Insurances:**

Minimum amount of Third Party Insurance (Rs. 500,000 per occurrence with number of occurrences unlimited)

**15.3 Arbitration**

Place of Arbitration: **Karachi, Sindh, Pakistan.**



## **STANDARD FORMS**

(Note: Standard Forms provided in this document for securities are to be issued by a bank. In case the bidder chooses to issue a bond for accompanying his bid or performance of contract or receipt of advance, the relevant format shall be tailored accordingly without changing the spirit of the Forms of securities).

## FORM OF BID SECURITY

### (Bank Guarantee)

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

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

(Letter by the Guarantor to the Procuring Agency)

Name of Guarantor (Scheduled Bank in Pakistan) with

address: \_\_\_\_\_

Name of Principal (Bidder) with

address: \_\_\_\_\_

\_\_\_\_\_

Penal Sum of Security (express in words and

figures): \_\_\_\_\_

\_\_\_\_\_

Bid Reference No. \_\_\_\_\_ Date of Bid \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Bid 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 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 Principal has submitted the accompanying Bid numbered and dated as above for \_\_\_\_\_ (Particulars of Bid) to the said Procuring Agency; and

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

- (1) that the Bid Security shall remain valid for a period of twenty eight (28) days beyond the period of validity of the bid;

- (2) that in the event of;
  - (a) the Principal withdraws his Bid during the period of validity of Bid, or
  - (b) the Principal does not accept the correction of his Bid Price, pursuant to Sub-Clause 16.4 (b) of Instructions to Bidders, or
  - (c) failure of the successful bidder to
    - (i) furnish the required Performance Security, in accordance with Sub-Clause IB-21.1 of Instructions to Bidders, or
    - (ii) sign the proposed Contract Agreement, in accordance with Sub-Clauses IB-20.2 & 20.3 of Instructions to Bidders,

the entire sum be paid immediately to the said Procuring Agency for delayed completion and not as penalty for the successful bidder's failure to perform.

NOW THEREFORE, if the successful bidder shall, within the period specified therefore, on the prescribed form presented to him for signature enter into a formal Contract Agreement with the said Procuring Agency in accordance with his Bid as accepted and furnish within fourteen (14) days of receipt of Letter of Acceptance, a Performance Security with good and sufficient surety , as may be required, upon the form prescribed by the said 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 then this obligation shall be void and of no effect, but otherwise to remain in full force and effect.

PROVIDED THAT the Guarantor shall forthwith pay to the Procuring Agency the said sum stated above 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 Guarantor at its address given above.

PROVIDED ALSO THAT the Procuring Agency shall be the sole and final judge for deciding whether the Principal 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 Guarantor shall pay without objection the sum 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 bounded Guarantor has executed the instrument under its seal on the date indicated above, the name and seal of the Guarantor being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

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

Witness:

1. Signature

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

3. Title \_\_\_\_\_

Corporate Secretary (Seal)

2. Signature:

Name \_\_\_\_\_

Title \_\_\_\_\_

(Name, Title & Address)

Corporate Guarantor (Seal)

## FORM OF PERFORMANCE SECURITY

### (Bank Guarantee)

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

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

(Letter by the Guarantor to the Procuring Agency)

Name of Guarantor (Scheduled Bank in Pakistan) with

address: \_\_\_\_\_

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 the said Documents that may hereafter be made, notice of which modifications to the Guarantor being hereby waived, then, this obligation to be void; otherwise to remain in full force and virtue till all requirements of Clause 9, Remedying Defects, of Conditions of Contract are fulfilled.

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

We, \_\_\_\_\_ (the Guarantor), waiving all objections and defences under the Contract, do hereby irrevocably and independently guarantee to pay to the 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, for 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 bounded Guarantor has executed this Instrument under its seal on the date indicated above, the name and corporate seal of the Guarantor being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

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

Witness:

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

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

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

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

## FORM OF CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT (hereinafter called the "Agreement") made on the day of \_\_\_\_\_ 20\_\_\_\_ between \_\_\_\_\_(hereinafter called the "Procuring Agency") of the one part and \_\_\_\_\_ (hereinafter 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 Letter of Acceptance;
  - (b) The completed Form of Bid alongwith Schedules to Bid;
  - (c) Conditions of Contract & Contract Data;
  - (d) The priced Schedule of Prices;
  - (e) The Specifications; and
  - (f) The Drawings
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 within the provisions of the Contract.
4. The 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 Contract 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 the Procuring Agency

-----  
(Seal)

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(Seal)

Signed, Sealed and Delivered in the presence of:

Witness:

Witness:

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(Name, Title and Address)

(Name, Title and Address)



## MOBILIZATION ADVANCE GUARANTEE

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

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

(Letter by the Guarantor to the Procuring Agency)

WHEREAS the \_\_\_\_\_ (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 Rs. \_\_\_\_\_ Rupees \_\_\_\_\_) 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 advance payment for the performance of his obligations under the said Contract.

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

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

Notice in writing of any default, of which the Procuring Agency shall be the sole and final judge, as aforesaid, 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 come into force as soon as the advance payment has been credited to the account of the Contractor.

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

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

-----  
Guarantor  
(Scheduled Bank)

Witness:

1. -----

-----  
Corporate Secretary (Seal)

2. -----

-----  
(Name, Title & Address)

1. Signature -----

2. Name -----

3. Title -----

-----  
Corporate Guarantor (Seal)

## INDENTURE FOR SECURED ADVANCES

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

This INDENTURE made the \_\_\_\_\_ day of \_\_\_\_\_ 197--"-  
BETWEEN (hereinafter called "the Contractor" which expression shall where the context so admits or implied be deemed to include his heirs, executors, administrators and assigns) of the one part and THE GOVERNOR OF SINDH (hereinafter called "the Government" of the other part).

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

(Here enter (the description of the works).1

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

Fin R.Form.17.A

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

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

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

(1) That the said sum of Rupees \_\_\_\_\_ (RF. \_\_\_\_\_ ) so advanced by the Government to the Contractor as aforesaid and all or any further sum or sums which may be advanced aforesaid shall be employed by the contractor in or towards expending the execution of the said works and for no other purpose whatsoever.

(2) That the materials detailed in the said Running Account Bill (B) which have Been (Fin R Form No. 17-A) Offered to and accepted by (he Government as security for the said amount are absolutely by the Contractors own property free from encumbrances of any kind and the Contractor will not make any application for or receive a further advance on the security of materials which are not absolutely his own property and free from encumbrances of any kind and the contractor hereby agrees, at all times, to indemnify and save harmless the Government against all claims whatsoever to any materials in respect of which an advance has been made to him as aforesaid.

(3) That the said materials detailed in the said Running Account Bill (B) and all other (Fin. R. Form No. 17-A) Materials on the security of which any further advance or advances may hereafter be made as aforesaid (hereinafter called the said materials) shall be used by the Contractor solely in *the* execution of the said works in accordance with the directions of the Divisional Officer \_\_\_\_\_ (hereinafter called the Divisional Officer) and in the terms of the said agreement.

(4) That the Contractor shall make at his own cost all necessary and adequate arrangement for the proper watch, safe custody and protection against all risks of the said material and that until used in construction as aforesaid the said materials shall remain at the site of the said works in the Contractor's custody and at his own risk and on his own responsibility and shall at all times be open to inspection by (he Divisional Officer or any officer authorized by him. In the event of the said materials of any part (hereof being stolen, destroyed or damaged or becoming deteriorated in a grater degree than is due to reasonable use and wear thereof Contractor will forthwith replace the same with other materials of like qualify or repair and make good the same as required by the Divisional Officer and the materials so brought to replace the said materials so repaired and made good shall also be considered as security for the said amount.

(5) 'Hurt the said materials shall not on any account be removed from the site of the said works except with the written permission of the Divisional Officer or an officer authorized by him in that behalf

(6) That the said amount shall be payable in full when or before the Contractor receives payment, from the Government of the price payable to him for the said works under the terms and provisions of the said agreement PROVIDED THAT if any intermediate payments are made to the contractor on account of work done then on the occasion of each such payment the Government will be at liberty to make a recovery from the Contractors Bill for such payment by deducting there from in the value of the said materials (hen actually used in the construction and in respect of which recovery has not been made previously the value for this purpose being determined in respect of each description of material at (he rates at which the amount of the advances made under these presents were calculated.

(7) That if the Contractor shall at any time make any default in the performance or observation in any respect of any of the terms and provisions of the said agreement or of these presents the total amount of the advance or advances that may still be owing to the Government shall immediately on the happening of such default be repayable by the Contractor to the Government together with interest thereon at twelve percent per annum from the date or respective dates of such advance or advances to the date of repayment and with all costs, charges, damages and expenses incurred by the Government in or for the recovery thereof or the enforcement of this security or otherwise by reason of (he default of the Contractor and any moneys so becoming due and payable shall constitute a debt due from the Contractor to the Government and the Contractor hereby covenants and agrees with the Government to repay and the same respectively to it accordingly.

(8) That the Contractor hereby charges all the said materials with the repayment to the Government of the said sum of Rupees \_\_\_\_\_ (Rs. \_\_\_\_\_ ) and any further sum or sums which may be advanced as aforesaid and all costs charges damages and expenses payable under these present PROVIDED ALWAYS and it is hereby agreed and declared that notwithstanding anything in the said agreement and without prejudice to the powers contained therein if and whether the covenant for payment and repayment hereinbefore contained shall become enforceable and the money owing shall not be paid to accordingly.

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

(a) Seize and utilize the said materials or any part thereof in the completion of the said works on behalf of the Contractor in accordance with the provisions in that behalf contained in the said agreement debiting the Contractor with the actual cost of effecting such completion the amount due in respect of advances under these presents and crediting the Contractor with the value of work done as he had carried it out in accordance with the said agreement and at the rates thereby provided. If the balance is against the Contractor he is to pay the same to the Government on demand.

(b) Remove and sell by public auction the seized materials or any part thereof and out of the moneys arising from the sale retain all the sums aforesaid repayable to the Government under these presents and pay over the surplus (if any) to the Contractor.

(c) Deduct all or any part of the moneys owing out of the security deposit or any sum due to the Contractor under the said agreement.

(9) That except as is expressly provided by the presents interest on the aid advance shall not be payable.

(10) That in the event of any conflict between the provisions of these presents and the said agreement the provisions of these presents shall prevail and in the event of any dispute or difference arising over the construction or effect of these presents the settlement of which has not been hereinbefore expressly provided for the same shall be referred to the Superintending Engineer \_\_\_\_\_ Circle whose \_\_\_\_\_ decision shall be final and the provisions of the Indian Arbitration Act for the time being in force so far as they are applicable shall apply to any such reference.

In witnesses whereof the \_\_\_\_\_ on behalf of the Governor of Sindh and the said \_\_\_\_\_ have hereunto set their respective hands and seals the day and first above written.

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

\_\_\_\_\_  
Seal

1st witness 2nd witness

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

Seal  
1st Witness 2nd witness

## **SPECIAL PROVISIONS**

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## **PART A- SPECIAL PROVISIONS**

### **1. GENERAL**

These Special Provisions shall be used as supplementary and in conjunction with other Contract Documents and shall be deemed to be incorporated and become part of the Contract Documents. In case any provision is at variance with any of Special Provisions the Special shall prevail.

All works shall be carried out in accordance with following provisions, supplemented by detailed technical specifications. Any inconsistencies or ambiguities shall be brought to the notice of the Engineer for his clarification/decision. Decision and direction of the Engineer, in all such cases, shall be final and binding.

The Contractor shall make himself thoroughly familiar with the site conditions, foresee any and all problems likely to encountered during execution of the works, and shall be able and ready to solve them effectively. Proposals for solutions to the problems shall be submitted to the Engineer for approval before proceeding with the work.

### **2. APPLICABLE CODES AND STANDARDS**

In the absence of other standards being required by the Contract Documents all work and materials shall meet the requirement of the Uniform Building Code of the United States, and/or applicable American Society for Testing Material (ASTM) American Association of State Highway and Transportation Officials (AASHTO) Specifications and the latest American Concrete Institute Manual of Concrete Practice and American Institute of Steel Construction (AISC) Manual Relevant to the Works except in cases where the Pakistan Building Code requires a higher standard. In such cases the Pakistani Code shall govern. Where the abbreviations listed below are used it refers to the latest code, standards, or publication of the following organizations:

AASHTO	American Association of State Highway and Transportation Officials
ACI	American Concrete Institute
AISC	American Institute of Steel Construction
ANSI	American National Standards Institute
ASA	American Standard Association
ASCE	American Society of Civil Engineers
ASTM	American Society for Testing and Material
AWS	American Welding Society
BSI	British Standard Institutes

ICAO	International Civil Aviation Organization
BSICP	British Standard Institute Code of Practice
PCA	Portland Cement Association
PSI	Pakistan Standard Institute
UBC	Uniform Building Code

Should the Contractor, at any time and for any specific reasons wish to deviate from the above standards or desires to use material or equipment other than those provided for by the above standards, then he shall state the exact nature of the change giving the reasons for making the change and shall submit complete specifications of the materials and description of the equipment for the Engineer's approval, whose decisions shall be conclusive and binding upon the Contractor.

### 3. **CODES, STANDARDS, CERTIFICATES**

The Contractor shall supply and have at his site office:

Copies of all latest editions of codes and standards referred to in these Specifications by number or equivalent codes and standards approved by the Engineer.

Catalogues and published recommendations from manufacturers supplying products and material for the project.

The contractor shall provide manufacturer's or supplier's certificate to the Engineer for all products and materials which must meet the requirements of specific code or standard as stated in these specifications.

### 4. **MANUFACTURER'S RECOMMENDATIONS**

Installation of manufactured items shall be in accordance with procedures recommended by the manufacturer or as approved by the Engineer.

### 5. **SEQUENCE OF CONSTRUCTION**

The Contractor shall submit his proposal for approval of the Engineer the sequence of construction, prior to starting the Works. The Work shall be executed as per approved sequence of construction.

### 6. **UNITS OF MEASUREMENTS**

The International System of Unit (SI) shall be used throughout this Project.

## **7. PLANT, EQUIPMENT AND TOOLS**

The Contractor shall provide at his cost modern plant, equipment, machinery and tools, adequate and befitting to the nature, magnitude and size of this Contract, in strict compliance with the requirements of relevant Clause of the Conditions of Contract. The Contractor shall own, provide and install at site of work earth excavating and moving equipment such as excavator, graders, dozers, rollers, dump trucks, pipe laying equipments, concrete mixers, pavers, asphalt plant etc. for rapid laying of pipes, placing of good quality concrete and construction of road works.

## **8. CONSTRUCTION AREA**

The Contractor shall confine his operations to the areas that are actually required for the Works. Arrangements for haulage of materials are to be made by the Contractor at his cost.

## **9. STORAGE & HANDLING FACILITIES**

The employer will provide the Contractor possible space within or nearby the area site of Works for the storage of materials, equipment, workshop and for Contractor's temporary office, laboratory during the currency of the Contract. On no account shall such temporary installations conflict/interfere with any of the permanent installations, service and any operational function of Employer. The handling and storage of all plants equipments and material at site shall be the sole responsibility of the Contractor and at no risk and cost to the Employer. If the contractor wishes to use any other land/area for camps he shall pay rentals or others costs connected therewith.

## **10. TEST LABORATORY AND TESTING**

- 10.1 The Contractor shall establish and maintain at the project site at his own material testing laboratory for performing the necessary tests specified in the Contract. Testing for which facilities are not available in the Contractor's Project Laboratory shall be performed by testing agencies / laboratories as approved by the Engineer. The Contractor shall furnish sample of all materials, provide laboratory technicians, helpers for his and the Engineer's supervision staff. All testing shall be carried out by the Contractor under the supervision of the Engineer or his designated representatives. All costs for establishing and maintaining site laboratory, providing samples, technicians/helpers, testing/reports shall borne by the Contractor.

- 10.2 The quality control testing shall be performed by the Contractor's competent personnel under supervision of the Engineer's Staff in accordance with site testing and quality control program to be established by the Contractor and approved by the Engineer or his Representative. The contractor shall keep a complete record of all quality tests performed and submit the same to the Engineer. All quality control and related tests shall be carried out in accordance with applicable standards and codes.

# **11. CONSTRUCTION AND CHECKING AT SITE**

The bidders shall provide with their bid a list of the main Construction equipment they would propose to use on site.

The Contractor shall submit to the Engineer in due time for approval and discussion, his proposals and plans as to the method and procedure to be adopted for the execution of Works.

The submitting of these suggestions and arrangements and the approval thereof by the Engineers shall not relieve the Contractor of his responsibilities and duties under the Contract.

The carrying out of all work included in the Contract is to be supervised by a sufficient number of qualified representative of the Contractor and full facilities and assistance are to be afforded by the Contractor for the Engineer and his supervision staff to check and examine the execution of the Works.

The Engineer reserves the right to inspect all parts of the works but may at his discretion waive inspection on certain items. This shall in no way absolve the Contractor from his responsibilities. This particularly applies to the checking of materials, leveling, setting and aligning of the various parts and of road work and to the proper fitting and adjustment of manufactured and finished material and fixtures in position.

If the Engineer or his Representative sees that the work progress is slow in such a way that the works or part thereof will not be completed in accordance with the approved work program, then he may order the Contractor to work overtime or in shifts and the Contractor shall comply. All financial implication for these arrangements will be borne by the Contractor and at no additional costs to the Employer.

In the event of night work, the Contractor shall provide sufficient and adequate lighting to the satisfaction of the Engineer or his Representative and shall supply the necessary manpower for satisfactory continuation of the work after normal hours.

## 12. **BAR BENDING SCHEDULE**

The Contractor shall provide 6 copies including reproducible copy of Bar Bending Schedule for all the steel and reinforcement shown on the drawings before execution of structural elements on site and also at the time of interim payments in proper documented format and submit for approval to the Engineer.

## 13. **DRAWINGS**

13.1 **Tender Drawings:** The drawings listed and provided in the Bidding Documents are referred to as Tender Drawings and these show the scope of work to be performed by the Contractor. Tender Drawings shall not be used as a basis for fabrication or construction but may be used as basis for placing preliminary order for materials. Subject to corrections based on the future issue of drawings as provided under sub-clause 13.2.

13.2 **Drawing issued for Construction:** After Award of contract, Tender Drawings shall be replaced by Drawings issued for construction including supplementary specifications as may be necessary. Drawings issued for Construction may include some of the Tender Drawings with or without modification and additional drawings as required to express design intent in greater detail. Such drawings may also be modified from time to time. Drawings issued for construction will be the drawings from which shops, fabrication, erection, installation, concrete placing, formwork or other construction detail drawings shall be prepared by the Contractor. The work shall be executed in conformity with drawings issued for construction.

13.3 **Study of Drawings:** The Contractor shall study all drawings issued for construction carefully as soon as practicable after receipt thereof, and any errors discovered shall promptly be brought to the knowledge of the Engineer for his instructions.

13.4 **Drawings to be Furnished by the Contractor:**

(a). **Shop Drawings:**

All shop drawings shall be prepared by the Contractor and submitted to the Engineer required for the work including all kinds of fabrications, field erection, installation, placement and layout drawings shall be furnished by the Contractor for approval of the Engineer. If additional detail drawings are necessary to complete any part of the work, such details shall be incorporated. Drawings shall be prepared by the Contractor and submitted to the Engineer for approval. All

drawings shall be complete and submitted in due time and in logical order to facilitate proper coordination. All drawings submitted and approved will form part of the Contract.

(b). Construction Plant Layout Drawings:

Three prints of drawings, showing the layout of construction plant and equipment the contractor purposes to use on the work shall be submitted the Contractor for review to the Engineer. The drawings shall show the location of the principal component of the Construction plant, offices, storage areas and yards which the contractor purposes to construct or use at the site of the work and elsewhere. The drawings shall also show the unloading facilities for materials and equipment at the work site.

13.5 **Submissions and Approvals:**

- (a). Except as otherwise specified, three copies of each drawing for approvals or review shall be furnished to the Engineer. Within ten (10) calendar days after receipt, the Engineer will send one copy to the Contractor marked "Approved", "Approved/Except as Noted", or "Returned for Correction". The notations 'Approved' and "Approved/Except as Noted" will authorize the Contractor to proceed with the works. Drawings returned for correction will be resubmitted for approval in the same manner, as for new drawings every revision block.
- (b). Upon receipt of prints which have been "Approved" or Approved / Except as Noted" the contractor shall furnish three prints plus one reproducible of each drawing to the Engineer. If revisions are made after a drawing has been approved, the Contractor shall furnish 3 additional points and one reproducible subsequent to each approved revision.
- (c). Shop drawings to be prepared by a Sub-Contractor shall be submitted in the same manner as (a) & (b) above but they will be submitted through the Contractor.
- (d). All of the Applicable requirements of this Clause with reference to drawings to be prepared by the Contractor, including Sub-Contractors, shall apply equally to catalogue cuts, illustrations, printed specifications or other data submitted for approval.

- (e). Any work done on Contractor's drawings shall be at the Contractor's risk. The Engineer will have the right to request any additional details and to require the Contractor to make any changes in the drawings which are necessary to confirm to the provisions and intent of design and specifications without additional cost to the employer. The approval of the drawings by the Engineer shall not be construed as complete check but will indicate only that the general method of construction and detailing is satisfactory. Approval by the Engineer of the Contractor's drawings shall not be held to relieve the Contractor of his obligation to meet all the requirements of the specifications or of his responsibility for the correctness of the Contractor's Drawings or of his responsibility for correct fit of assembled part in final position or of his responsibility for the adequacy of method of construction.

#### **14. AS-BUILT DRAWINGS**

The Contractor shall at all times keep on the site one copy of all drawings and approved samples together with copies of all public safety codes and relevant standards applicable to the works. All such material shall be made available to the Engineer.

In addition, the Contractor shall, at all times, keep on Site a separate set of prints on which shall be noted neatly, accurately and promptly Site work progresses all insignificant changes between the work shown on the Drawings and that which is actually constructed.

At the completion of works, the Contractor shall at his expense, supply to the Engineer six copies and one reproducible copy of all Drawings amended to comply with work "As Built". The Contractor shall provide in the same format as the original Drawings and additional Drawing required to record the work.

#### **15. PROTECTION OF THE WORKS**

The Contractor shall whenever necessary cover up and protect the works from weather and damage by his own or other workmen performing subsequent operation. He shall provide all necessary dust sheets, barriers and guard rails and clear away the same at completion.

The Contractor shall take all proper steps for protection at all places on or about the works which may be dangerous to his workmen or any other



person or to traffic. The Contractor shall provide and maintain warning signs, warning lamps and barricades as necessary.

The entire responsibility for the safety and stability of the works and safety of people inside and around the works, in any and all cases, shall rest and remain with Contractor, who may add other appropriate safety measures as approved by the Engineer, to meet this obligation.

#### **16. RESTORATION AND CLEANING**

The Contractor shall do regular cleaning and clean away all rubbish and excess materials that may accumulate from time to time on completion and before handing over. Upon completion of the works he shall obliterate all signs of temporary construction facilities such as work areas, stock piles of excess or waste materials, or any other wasters of construction, unless, otherwise directed by the Engineer. The works and Site shall be left in a clean and satisfactory state for immediate use and occupation. Care shall be taken not to use any cleaning materials which may causes damage to the surface to be cleaned.

#### **17. PRODUCT DATA**

Manufacturer's catalogue sheets, brochures, diagrams, schedules, performance charts, illustrations and other standard descriptive literature shall be clearly marked to identify pertinent materials products or models. Dimensions and required clearances shall be indicated.

#### **18. SAMPLES**

- 18.1 The Contractor shall furnish for approval of the Engineer with reasonable promptness all samples as directed by the Engineer or specifically called for in these specifications. The Engineer shall check and approve such samples with reasonable promptness for compliance with the requirements of contract documents. All work shall be in accordance with approved samples.
- 18.2 Duplicate final approved samples, in addition to any required for the Contractor's use shall be furnished to the Engineer one for Office use and other for the Site.
- 18.3 Samples shall be furnished so as not to delay fabrication, allowing the Engineer reasonable time for consideration of the sample submitted.
- 18.4 Each sample shall be properly labeled with the name, name of the project, the Contractor's name and the date of submission,

and the Specifications Article number to which the sample refers.

- 18.5 The manufacture's installation directions shall be provided with each sample. The Contractor shall pay all transportation costs and deliver samples to the Engineer's Office, Site or testing laboratory as directed by the Engineer.
- 18.6. Samples will not be returned unless return is requested at the time of submission, all packing and transportation cost for the return of samples shall be paid by the Contractor.
- 18.7. No acceptance or approval of any Shop Drawings or sample, or any indication or request by the Engineer on any Shop Drawings shall constitute an authorization for any increase in the Contract Sum.

#### **19. MATERIAL SOURCE**

Quarry materials such as sand, gravel, earth, rock or other mineral materials, other than local borrow or selected materials obtained on the project, for use in the works shall be provided by the Contractor from sources to be identified and established by the Contractor who will be responsible for survey, investigation and testing to prove the extent and suitability of materials, for land and royalty / malkana costs, for access roads, Site facilities, stripping overburden, separation of materials, processing and other cost. All costs shall be considered as included within the rates inserted for the items included in the Bill of Quantities.

#### **20. QUALITY OF MATERIAL**

- 20.1 All materials and supplies furnished under the Contract Documents shall be new and of standard first grade quality and of best workmanship and design. No inferior or low grade materials supplies or articles will be either approved or accepted and all works of construction shall be made in neat, first class and workmanlike manner.
- 20.2 Prior to procurement, the Contractor shall furnish to Engineer for his approval, the names of the manufactures of all Equipment and materials which he contemplates incorporating in the works, samples of material shall be submitted to the Engineer for approval. Equipment, material supplies and articles installed or used without the Engineer's approval shall be at the risk of subsequent rejection.

## **21 INSPECTION & TESTS REPORTS**

21.1 All Equipment and materials furnished under these specifications and all work performed in connection therewith will be subject to rigid inspection by the Engineer. Acceptance of Equipment and material or the waiving off inspection thereof shall in no way relieve the Contractor of his responsibility for meeting the requirements of the contract.

21.2 The Contractor shall furnish to the Engineer Representative four certified true copies of reports of the tests of all materials used in the manufacture and fabrication of all Equipments and materials. The result of these tests shall be in such form as to show compliance with the applicable specifications, standards and codes of the material used.

## **22 ACCIDENT PREVENTION, PROTECTIVE EQUIPMENT**

The Contractor shall comply with the highest standard of safety and accident prevention in accordance with international standards and in compliance with all applicable laws, ordinances and statutory provisions in Pakistan.

All requisite barriers, fences, warning signs, lights and other safety precautions as required for the protection of persons and property on or adjacent to the Site shall be provided at the Contractor's cost.

All falsework, scaffolding and hand rails shall be well constructed and secured at all times. Where overhead work is being carried out warning signs shall be installed at different level clearly warning the overhead work.

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

Trash shall be removed at frequent intervals to the satisfaction of the Engineer.

## **23 TEMPORARY FACILITIES**

The Contractor shall provide, erect or install, maintain alter as necessary and remove on completion except as otherwise directed by the Engineer all temporary facilities and services as described hereinafter and / or in the Contract Documents and / or instructed and approved by the Engineer.

The Contractor temporary Site Office shall be available for use not later than one month after the date of the Site handing over. Installation of temporary services at the Site shall be given priority over all other construction at the Site.

### 23.1 TEMPORARY SERVICES

#### a) Temporary Water Supply and Electricity

The Contractor shall supply at his own cost temporary supply of water and eclectic power as necessary for all construction activities and proper performance of the works during the period of the contact.

#### b) Waste Disposal

The Contractor shall make such temporary provisions as may be required in order to dispose off any chemicals, fuels, oils, grease, bituminous materials, waste and soil waste and the like without causing pollution to either the Site or the environment. Disposal of any materials, wastes, effluents, garbage, oil, grease, chemicals and the like shall be in areas specified by the concerned local authority proposed by the Contractor and subject to the approval of the Engineer. If any waste material is dumped in unauthorized areas the Contractor shall remove the material and restore the area to the condition of the undisturbed area. If necessary contaminated ground shall be excavated, disposed off as directed by the Engineer and replaced with suitable fill material compacted and finished with topsoil all at the expense of the Contractor.

#### c) Fire Protection

The Contractor shall provide and maintain adequate fire protection in the form of barrels of water with buckets, fire bucket tanks, fire extinguishers, or other effective means ready for instant use, distributed around the project and in and about temporary inflammable structures during construction of the works.

Gasoline and other flammable liquids shall be stored in and dispensed from safety containers approved by the Engineer and storage shall not be within building.

Torch-Cutting and welding operations performed by the Contractor shall have the approval of the Engineer before such work is started and a chemical extinguisher is to be available at the location where such work is in progress.

The Contractor shall follow the instructions and specifications of the Civil Defence Department and or other local authority.

## **24 CONSTRUCTION SCHEDULE**

- 24.1 A Construction schedule shall be maintained in accordance with the provisions of the Conditions of Contract.
- 24.2 The schedule shall be accompanied with sufficient data and information including all necessary particulars of plant, Equipment, machinery, temporary works, arrival of plant, Equipment at Site and their installation, method of operation, work forces employed, etc., for all activities of the Works.
- 24.3 Should the Engineer consider any alteration or addition in the programme and time schedule the Contractor shall conform thereto without any cost to the Employer.
- 24.4 Whenever necessary and wherever the progress of the work shows departure, the programme and time schedule shall be updated and submit to the Engineer for his approval.

## **25 NOTIFICATION TO ENGINEER**

The Engineer representative shall be notified daily in writing of the nature and location of the work the Contractor intends to perform the next day so as to enable necessary inspection and measurement to be carried out. The Engineer may, if necessary, direct that at longer notice be given for certain operations.

## **26 NIGHT WORK**

No work shall be done at night without approval of the Engineer. When work is required to be done at night for which approval as being acquired from Engineer, the Contractor shall maintain from sunset to sunrise such lights on or about his work and plant as the Engineer may deem necessary for the proper observation of the work and the efficient execution thereof.

## **27 WEATHER**

No work is to be undertaken when, in the opinion of the Engineer, the weather is so unsuitable that proper protection of the works can not be ensured.

## **28 CO-ORDINATION WITH OTHER CONTRACTORS**

It shall be the responsibility of Contractor to co-ordinate and keep up good relations with other Contractors employed on Site by the Employer.

## **29 SURVEY INSTRUMENT**

The Contractor shall maintain on Site the following surveying instrument in perfect conditions to enable the Engineer's Representative to check levels and lines of the work at all times.

- One Total Station Survey Unit complete with tripods, range, Pole Prisms, Coaxial Targets, Tilting Prisms and any other accessories.
- One Electronic Digital Level complete with Tripod and other Standard Accessories.
- Leveling Staves as required.
- Ranging Poles, as required.
- Two Measuring Steel Tapes, 50m long with Thermometer and other accessories.
- Five Measuring Steel Tapes, same as above but 30m long.

These instruments and water carriers will be kept at the Office of the Engineer. The Contractor shall also provide Survey Helpers and adequate supplies of Expendable Materials, such as Pencils, Rubbers, Inks, Notes Books, Drawings, Papers, Survey Pegs, Brushes and Paints as required by the Engineer / Engineer Representative. The Survey Equipment shall remain the property of the Contractor after completion of the Contract Works.

## **30 SETTING OUT**

- 30.1 Setting out shall be in accordance with the applicable clauses of Conditions of Contract.
- 30.2 The Engineer / Engineer Representative will furnish design survey data and jointly locate with the Contractor all points of intersections, tangents and basic benchmarks. The Contractor shall set construction stake establishing lines, slopes, grades etc. all other work shall be laid out from these marks and / or lines. The Contractor shall be responsible for the accuracy of all lines, slopes, grade and other survey works.
- 30.3 Temporary pillars and other monuments used in setting out shall be removed after completion of the required work.

## **31 WEEKLY PROGRESS REPORT AND PHOTOGRAPHS**

- a) During the continuance of the works the Contractor shall submit weekly progress reports on forms as approved by the Engineer.

Such weekly reports shall show the actual progress completed as of date of the report plotted against the planned scheduled as given by the Contractor at the start of work and shall be broken down so as to indicate status all activities associated with mobilization, design, material procurement, manufacture, surveys works, tests with regards to the approved work programme.

- b) When the work commences at the Site, the Engineer shall provide the Contractor with a standard report form which shall be filled in each week and submitted by the Contractor to indicate the progress of construction, and to serve as a basis for making progress payments to the Contractor. The progress indicated on the report each month shall be mutually agreed upon by the Contractor and the Engineer's Representative at the Site before it is formally submitted to avoid delays in making progress payments.
- c) The Employer and the Engineer reserve the right to coordinate the schedules of the Contractor and other Contractors working at the Site, and to adjust and / or change any and all such schedules as required during the course of construction in order to achieve a coordinated project in harmony with the completion date.
- d) Commencing after the first week of construction, and continuing every week until completion, the Contractor shall have photographs taken, where directed by the Engineer's Representative, to show progress of his work and completion of each structure of major features.

### **32 CONTRACTOR TO NOTIFY DELAYS ETC.**

Any delay which will affect the completion of works shall be detail by the Contractor who shall state the action he is taking for effective completion of the contract programme.

The Contractor shall submit a report in respect of the various sections of the works, the Equipment in use or held in readiness, a return of labour and supervisory Staff and details of any matters arising which may generally affect the progress of the work.

The Contractor shall give a summary of the detailed progress report giving the position with regard to the agreed contract programme.

The progress report shall be set out in a format to the approval of the Engineer, and forwarded promptly so that on receipt the information contained therein is not more than ten days out of date.

If during execution of the contract, the Employer considers the progress position of any section of the work to be unsatisfactory, or for any other reason Contractors Representative are to attend such meetings.

The Contractor shall prepare and submit six copies of weekly progress report to the Engineer's Representative. This report shall summarize Site activities and record and details where difficulties in maintaining the approved programme are being experienced or are likely to cause subsequent delays.

The Contractor shall also prepare and submit to the Engineer's Representative six copies of a daily activities report summarizing the main activities to be undertaken. Each day, nothing special activities such as tests, alignments checks etc. the Contractor shall be responsible for expediting the delivery of all materials and Equipment to be provided by him and his Sub-Contractors

### **33 PHOTOGRAPHS**

As soon as work commences on Site, the Contractor shall provide Photographs (at least 10 to 12) of the works from positions to be selected by the Engineer or his Representative. Each Photographic Print shall not be less than 297mm X 210mm or as directed by the Engineer and shall bear a printed description, a serial number and the date when taken.

The negative of all Photographs shall be held at the Contractor's Site Office, numbered and handed over to the Employer at the completion of works.

The Contractor shall provide a number of selected Photographs for submission with each copy of the monthly report as required by the Engineer. The Contractor shall also provide from time to time as and when required by the Engineer, further Photographs of the contract works to record or illustrate specific events.

### **34 FACILITIES FOR THE EMPLOYER / ENGINEER**

#### **Temporary Site Office for Consultants Engineer Representative and his Staff**

The Contractor shall provide, clean and maintain Office Accommodation facilities for the Consultant Engineer Representative and his staff of appropriate area (as required by the Consultant) including washroom and kitchen. The Office shall be located as directed by the Engineer Representative and his prior approval.



The Consultant Engineer's Site Office shall be furnished and equipped by the Contractor with new, unused Furniture, Equipment including suitable Sanitary, Electrical etc. and necessary arrangements as per the list given below:

- a) Executive desk with lockable drawers and Glass top
- b) Air-Condition (1 Ton) manufacturer as recommended
- c) Executive type upholstered desk chair
- d) Standard Wooden Office Tables with Drawers
- e) Standard Office Chairs
- f) Steel Filing Cabinet (standard size)
- g) Display Board
- h) Electric Fans
- i) Scientific Calculators (CASIO)
- j) Electric Water Cooler (Dispenser)
- k) Office Stationery and Consumables
- l) Steel Cabinets and Shelves of required size
- m) Computer (Dual Core) with complete accessories, Internet Facility and Engineering Software as required by Engineer and Computer Operator
- n) Printer (Size A-4/A-3)
- o) Complete Furniture for Sitting Arrangements etc.

Other reasonable facilities such as, but not limited to Drawing Printing, Photocopies, Book Binding etc.

The Site Office including Fittings, Fixtures, Equipment and Furnishing shall remain the property of the Employer after completion of the works and in case the Employer does not want to retain the Site Office then the Contractor shall remove the Site Office and clear the area. The land shall be restored to its original condition.

No payment shall be made to the Contractor for the works involved under this Sub-Clause.

### **35 MEASUREMENT AND PAYMENT**

No measurement or payment shall be made for the works involved within the scope of these Special Provisions and all costs thereof shall be

deemed to be included in the quoted rates of other pay items of the Bill of Quantities.

**36. Transport Facilities**

Not Applicable

**37. Contractor's Representative**

The Contractor shall appoint an experienced Site Engineer (Professional Engineer) Registered with PEC (Pakistan Engineering Council) and duly licensed, who will be posted at the site of work for execution of the project properly.

The Contractor shall also have a responsible person permanently on the Site during normal working hours who is capable of receiving, and acting upon, instructions received from the Engineer or Employer representative.

The Contractor shall provide such assistance and supply such labour, materials and equipment as may be required by the Engineer's representative and his staff to enable them to carry out their duties under the contract.

**38. Security Passes**

The Contractor shall ensure that all his employees and those of his sub Contractors are issued with security passes and identification cards required by Employer.

**39. Visitors**

The Contractor shall not allow any unauthorized visitors on the Site. He is to keep visitors book which all authorized visitors shall sign. The Contractor shall provide safety helmets and any other appropriate protective clothing for such visitors for the duration of their visit.

## **SPECIAL CONDITIONS OF CONTRACT**

### **1. Mobilization Advance**

The Contractor will be entitled to Mobilization Advance as per the discretion of the Employer after the signing of Contract against an irrevocable bank guaranteed of any schedule bank, valid and in full force from the date of issue of the bank guarantee up to the time of deduction of advance, have equaled the amount of guarantee. The advance will be given at the rate of ten percent (10%) of the Contract value in two stages 5% at each stage.

The advance will be recovered from the interim payment (Running Bill) of the Contractor at the rate of ten percent (10%) till the amount paid to the Contractor is fully adjusted. The mobilization period shall be two weeks from the date of receipt of letter of award to the Contractor by the Employer.

### **2. Shop Drawings**

Where nature of work of Contract makes it necessary and where specifically required by these specifications and in particulars for doors, windows, ceilings, joinery, all finishes, plumbing, electrical, mechanical, roof drainage, gas, compressed air, A/C pipes and fittings and their installation etc. Contractor shall cause his materials vendors, fabricators or sub-contractors to submit scales and full size shop drawings of his work for approval of Consultant.

Shop Drawings must be complete in every detail including provisions required of various trades, connections with other work, all cutting, fitting and drilling required and any / all other necessary

information in accordance with usual and customary trade practice as particularly required to be submitted to Consultants for approval.

It is to be understood that prior to manufacture, fabrication or installation of work under contract is carried forward, shop drawings shall be prepared and three copies of each drawing shall be submitted to the Consultants who will within two to three weeks after receipt thereof send one copy to the Contractor marked (I) "Approved", (II) "Approved Except as Noted" or (III) "Returned for Correction". The notations approved and Approved Except as Noted shall authorize the Contractor to proceed with the fabrication of materials and equipment covered by such drawings subject to the correction, if any indicated thereon. When prints of drawings have been returned for correction the Contractor shall make the necessary revision on the drawings and shall re-submit prints for approval in the same manner as per new drawings. Every revision made during the life of the contract shall be shown by number, date and subject in a revision block.

So far as practicable, each drawing shall bear a cross reference note referring to sheet number or numbers of Consultants' drawings showing same work in order to facilitate checking of shop drawings in Consultants' Office and their prompt return to Contractor.

It is Contractor's obligation and responsibility to check and verify all dimensions and be fully responsible for them and for their coordination in connection with work. Contractor is responsible for submission of vendor's and / or fabricators shop drawings in proper rotation that is where the shop drawings of trade are dependent upon shop drawing of another trade, proper shop drawing shall be submitted first. No extension of time in respect to final completion date of work will be granted to Contractor because of failure to

have any shop drawings in ample time to allow for checking and approval.

All shop drawings submitted by Contractor shall bear stamp of approval of Contractor as evidence that drawings have been checked by Contractor. Any drawings submitted without this stamp of approval will be considered as not having been submitted.

Each consignment of shop drawings submitted for approval must be accompanied by a letter of transmittal itemizing applicable work and number of the drawings. Each drawing must be marked with name of building and each series numbered consecutively for ready reference.

Contractor shall obtain all points from suppliers / manufacturers and others as necessary for construction purposes and the co-ordination of other trades and distribute them to all parties concerned.

No work being executed in any instance prior to approval by Consultants of any of respective shop drawings.

Consultants' approval, however, shall not relieve Contractor of responsibility for errors, as Consultants' approval of shop drawings is only general and is not intended to serve as a check and does not relieve Contractor from furnishing the materials and performing the work as required by drawings and specification.

### **3. As-Built Drawings**

The Contractor shall at all times keep on the site one copy of all drawings and approved samples together with copies of all public

safety codes and relevant standards applicable to the works. All such material shall be made available to the Engineer.

In addition, the Contractor shall, at all times, keep on site a separate set of prints on which shall be noted neatly, accurately and promptly site work progresses all insignificant changes between the work shown on the drawings and that which is actually constructed.

At the completion of works, the Contractor shall at his expense, supply to the Engineer six copies and two CD'S of all drawings amended to comply with work "As Built". The Contractor shall provide in the same format as the original drawings and additional drawing required to record the work.

#### **4. Defective Work Noticed After Payment to the Contractor**

If it shall appear to the Consultants that any work has been executed with unsound, imperfect or unskilled workmanship or with materials of any inferior description, or that any materials or articles, provided by the Contractor for the execution of the work are unsound or of a quality inferior to that contract or otherwise not in accordance with the Contract, the Contractor shall on demand in writing from the Consultants specifying the work, materials or articles completed of notwithstanding that the same may have been passed, certified and paid for, forthwith rectify or remove and reconstruct the work so specified in whole or in part, according to the requirement at his own charge and cost. No additional and extra payment will be made for this. In the event of his failing to do so, no payments shall be made for the same till the defect is rectified as per instruction of the Consultants and in cases where rectification or removal of defects or material is not possible and work can be accepted otherwise the rates for such items will be

reduced, in such cases the decision of the Consultants will be final and binding on the Contractor.

## **5. Re-Measurement of Work**

After checking of the bill by the Consultant, if at any stage it is observed that the measurements were wrong or doubtful then the same will be re-measured and the measurement corrected. The Contractor will be informed the date and time for joint measurement. If the Contractor or his representative does not attend, then the measurement taken by the Consultant will be taken as correct and final.

## **6. Contractors Representative / Agent**

A competent agent registered with PEC as professional Engineer and duly authorized through a power Attorney whose qualifications and appointment shall be approved in writing by the Consultants [which approval may at any time can be withdrawn] is to be constantly on the works and shall give his whole time to the Superintendence of the same. If such approval shall be withdrawn by the Engineer the Contractor shall as soon as is practicable remove the Agent from the site and shall not thereafter employ him again on the site in any capacity and shall promptly replace him by another agent approved by the Consultant. The agent shall receive on behalf of the Contractor directions and instructions from the Consultants or the representative of the Consultants. The approval by the Consultant of the qualifications and appointment of the Contractors' representative for Superintendence of the work shall not relieve the Contractor of any of his duties or responsibilities under the contract.

## **7. Contractors Representative**

The Engineer shall be at liberty to object to and require the Contractor to remove forthwith from the works any person provided by the Contractor who in the opinion of the Engineer, misconduct himself or is incompetent or negligent in the proper performance of his duties or whose presence on site is otherwise considered by the Engineer to be undesirable and such person shall not be again allowed upon the work. Any person so removed from the work shall be replaced as soon as possible.

## **8. Approved Manufacturers List**

A list of approved manufacturers is attached. The list is for guidance only. Other alternative manufacturers can also be considered provided they meet the criteria and specifications of the required product. However preference will be given to products obtained from the approved manufacturers.

## **9. Samples**

Where required in specifications as otherwise required by the Consultant samples of items of fittings, hardware, electrical and mechanical materials etc; to be applied in the work, shall be submitted by Contractor for approval to the Consultant before the Contractor takes the work in hand.

Samples of all materials submitted for approval to the Consultant shall be supplied in triplicate, each sample bearing a neatly typed label bearing the Contractor's name, name of sub-contractor or producer of materials, kind, quality and finish or formula where applicable [as in the case of liquids or paints] intended to be used,



in the project with date of submission. Written approval shall be obtained prior to processing or fabrication of any materials for which samples are submitted and all finished work shall conform to the characteristics of approved samples. In no instance shall approval of a sample relieve the Contractor of the responsibility for full compliance with any specification requirement.

The fact that materials have been accepted at shop or wherever the work is in preparation or progress shall not prevent its rejection under provisions hereof at the work sites either before or after installation. All samples shall be supplied by the Contractor at his own cost, for approval as directed.

Prior to the start of the application of any paint and or / finish treatment otherwise, the Contractor shall apply samples of the required finish treatment to specific representative walls and ceiling surface or other areas or surfaces where indicated by the Engineer representative. The size to be determined by the Engineer's representative / Client.

## **10. Insurance**

The Contractor shall be responsible for obtaining a Contractors all risks policy from an insurance company acceptable to the Employer against risks to the works and shall make good at his own cost, all losses or damages whether to works themselves or to the lives, persons, whether under the Workmen's Compensation Act of Third Party Risk or property of others from whatsoever cause arising out of or in connection with the works either during the progress of the works or during the period of maintenance provided by this Contract.

The Contractor shall whenever required, produce to the Employer / Consultant the policy or policies of insurance and the receipt for the payment of the current premiums. All works together with material and plant for incorporation therein for which Contractor will be responsible under the terms of Contract. The insurance shall cover the period from the date of commencement until the date the final taking over certificate is signed, and shall also cover during the period of maintenance, loss or damage arising from a cause for which the Contractor is held responsible, whether the cause is detected prior to commencement of the period of maintenance.

### **Accident or Injury to Workmen**

The Employer / Consultant shall not be liable for or in respect of any damages or compensation payable according to the provision of the Workmen's Compensation Act 1923 and any other laws in force in respect or in consequence of any accident, injury or death arising in connection with this contract to any workman or other person in the employment of the Contractor or any sub-contractor and the Contractor shall indemnify the Employer against all such damages, compensation, claims, demands, proceedings, costs, charges and expenses whatsoever in respect thereof or in relation thereto.