



**DIRECTORATE GENERAL OF ANTIQUITIES & ARCHAEOLOGY, CULTURE,
TOURISM & ANTIQUITIES DEPARTMENT,
GOVERNMENT OF SINDH
NATIONAL MUSEUM OF PAKISTAN, MOULANA WAFAI ROAD, SADDAR,
KARACHI**

NOTICE INVITING TENDER (NIT)

No. XEN/A&A/CT&AD/NIT/2017-18/687

Dated: 14.11.2017

Sealed Tenders are invited from all the interested Contractors/Firms/Companies on standard bidding documents forms for the Procurement of the following works through single stage one envelop procedure under SPPRA Rules 2010 (Amended 2017).

Sr. #	Scope of Work	Estimated Cost in (M)	Completion Period
01	Conservation, Preservation & Rehabilitation of Moen Jo Daro	10.000	12 Months

ELIGIBILITY CONDITION:

- Minimum relevant experience of (2) Two works in similar nature for the last (2) Two years. The bidders should provide, 1. Satisfactory Completion Certificate 2. Work Award 3. All other relevant documents (if any).
- Annual turn-over of at least 50% of the estimated cost in (M) in the last (2) Two Years. The Bidders should provide 1. Bank statement 2. Bank certificate for turn-over of the last (3) Three years 3. Audited financial statement, for the last five years 4. Bank Credit Certificate (If Any).
- Registration with Pakistan Engineering Council (PEC) in relevant category and specialization codes (BC02, CE09, CE10) if applicable.
1. Valid Registration Certificate 2. Valid Category 3. Valid relevant field of specialization
- Registration with Tax Department.
The Bidders should provide 1. Valid income tax certificate (NTN) 2. Valid Sindh Revenue Board certificate (SRB) 3. Valid sales tax certificate (if applicable) 4. Any other tax certificate (if any).

TERMS & CONDITIONS:

- The bidding documents will be issued from the date of publication in newspapers or hoisting on authority's website SPPRA on payment of Rs. 1000/- for each tender document (tender fees non-refundable) in shape of pay order/banker's cheque in favor of Assistant Archaeology Engineer, Directorate General of Antiquities & Archaeology, Culture, Tourism & Antiquities Department, Government of Sindh, National Museum of Pakistan, Moulana Wafai Road, Saddar, Karachi on any working day up to 05th December 2017 (during office hours).
- Sealed tenders will be dropped in the tender box on 06th December 2017 up to 10.30 am and will be opened on the same day at 11.30 am in the presence of participating Firms/Contractors or their authorized representatives, in the office of Assistant Archaeology Engineer, Directorate General of Antiquities & Archaeology, Culture, Tourism & Antiquities Department, Government of Sindh, National Museum of Pakistan, Moulana Wafai Road, Saddar, Karachi.
- All blanks in tender/bidding documents should be filled and each page should be signed & stamped by the contractor/bidder, No tender shall be issued on the date of opening of tender.
- The Bidders should submit earnest money / bid security at the rate of 2.50% of the total bid amount in shape of Call Deposit/Banker's Cheque in favor of issuing authority. (Bids without bid security will not be considered), Conditional/Telegraphic tender will not be entertained.
- In case of holiday or any unforeseen circumstances the schedule of submission & opening shall be **on next working day on same schedule.**
- Undertaking on affidavit of Rs 50/-, that firm is not involved in any litigation / has not abandoned any work or made unnecessary delay in the completion of any work in any department.
- In case of firm, list of partners/partnership deed, given full particulars of Directors/Proprietors or other connected particular along with the Power of Attorney be provided.
- A representative must have authority on stamp paper from his Firm/Company's owner including details of owners along with CNIC.
- The Procuring Agency may reject all or any bid and may cancel the bidding process subject to the relevant provision of SPPRA Rules 2010 (Amended 2017).
- For further assistance, please contact Admin Office # 021- 99212126 during office hours.

(MUHAMMAD TANWEER)

Assistant Archaeological Engineer

Directorate General of Antiquities & Archaeology
Culture, Tourism & Antiquities Department
Government of Sindh



GOVERNMENT OF SINDH
CULTURE, TOURISM &
ANTIQUITIES DEPARTMENT

NOTIFICATION

NO: SO(G)/CT&AD/2017 : With the approval of Competent Authority Culture, Tourism & Antiquities Department, Government of Sindh, under Rules 7 & 8 of Sindh Public Procurement Rules 2010 (Amended 2017); the Procurement Committee is hereby constituted for the various works of "Office of The Directorate General of Antiquities & Archaeology, Culture, Tourism & Antiquities Wing with immediate effect.

1. Mr. Muhammad Tanweer, Chairman
Assistant Engineer,
Directorate General of Antiquities & Archaeology,
Culture, Tourism & Antiquities Department
2. Engr. Zafar Iqbal, Member
Executive Engineer, (S.C.U.G).
Local Government
3. Mr. Abdul Karim Lashari, Member/Secretary
Directorate General of Antiquities & Archaeology,
Culture, Tourism & Antiquities Department

Terms of Reference:

- i. Preparing bidding documents.
- ii. Carrying out technical as well as financial evaluation of the bids.
- iii. Preparing evaluation report as provided in SPP Rules 45.
- iv. Making recommendations for the award of contract.
- v. Perform any other function ancillary and incidental to the above.

GHULAM AKBAR LAGHARI
Secretary to Government of Sindh

NO: SO(G)/CT&AD/2017/1894

Karachi dated: 24 August, 2017

A copy is forwarded for information and necessary action to:

1. The Additional Chief Secretary (Dev), P&D Department, Govt. of Sindh, Karachi
2. The Managing Director, SPPRA, Govt of Sindh, Karachi
3. The Secretary, Finance Department, Govt. of Sindh, Karachi
4. The Secretary, Local Govt. Department, Govt. of Sindh, Karachi
5. The Secretary, Information & Archives Department, Govt. of Sindh, Karachi
6. Director General Culture Sindh
7. Accountant General, Sindh, Karachi.
8. The Director, DP & DW Sindh, CT&AD, Karachi
9. PS to Honorable Minister Culture & Tourism.
10. PS to Secretary Culture, Tourism & Antiquities Department, Government of Sindh.
11. Officer concerned.
12. Notification file.

(AHRAF HUSSAIN ANSARI)
Section Officer (General)
For Secretary to Govt. of Sindh



GOVERNMENT OF SINDH
CULTURE, TOURISM &
ANTIQUITIES DEPARTMENT

NOTIFICATION

NO: SO(G)/CT&AD/2017/ : With the approval of Competent Authority Culture, Tourism & Antiquities Department, Government of Sindh, under Rule-31(1)(2)(a)(b) & (c) of Sindh Public Procurement Rules 2010 (Amended 2013); a Redressal Committee is hereby constituted to address the grievances and settlement of disputes. The members of committee are as follows:

1. **Mr. Roshan Ali Kanasro,** Chairman
Director,
Directorate of Planning & Development Works Sindh,
Culture, Tourism & Antiquities Department
2. **Representative of AG Office/DAO,** Member
Office of the Accountant General Sindh,
Karachi
3. **Mr. Ashraf Hussain Ansari,** Member/Secretary
Section Officer General,
Culture, Tourism & Antiquities Department

Terms of Reference:

- i. To act as per procedure of SPPRA rule.
- ii. Address the complaints of bidders.
- iii. To prohibit or annual the process of procurement.
- iv. Perform any other function ancillary and incidental related to complaints

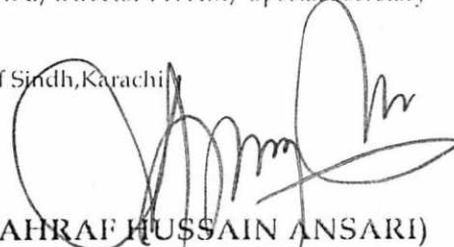
GHULAM AKBAR LAGHARI
Secretary to Government of Sindh

NO: SO(G)/CT&AD/2017/ 1895

Karachi dated: 26 August, 2017

A copy is forwarded for information and necessary action to:

1. Accountant General, Sindh, Karachi.
2. PS to Honorable Minister Culture & Tourism.
3. PS to Secretary Culture, Tourism & Antiquities Department, Government of Sindh.
4. The Secretary, Local Govt. Department, Govt. of Sindh, Karachi
5. PS to Director General Culture Sindh/ Managing Director SIDC./Director PTHIM/ Special Secretary Antiquities
6. PS to Managing Director, SPPRA, Govt of Sindh, Karachi
7. PA to Additional Secretary (Admin) CT&AD, Government of Sindh, Karachi
8. Officer concerned.
9. Notification file.


(ASHRAF HUSSAIN ANSARI)
Section Officer (General)
For Secretary to Govt. of Sindh



NO. XEN/A&A/CT&AD/APP-R/2017-18/689

GOVERNMENT OF SINDH

CULTURE, TOURISM & ANTIQUITIES DEPARTMENT
DIRECTORATE OF PLANNING & DEVELOPMENT WORKS SINDH,
BUNGALOW NO. C-82, BLOCK-02, SCHEME-05, CLIFTON, KARACHI
KARACHI DATED/ 14TH November 2017

To

The Managing Director,
Sindh Public Procurement Regulatory Authority,
Government of Sindh,
Karachi.

SUBJECT: **SUBMISSION OF REVISED PROCUREMENT PLAN OF 2017-18.**

I am directed to enclose herewith revised procurement plan for the year 2017-18 of Directorate General of Antiquities & Archaeology, Culture, Tourism & Antiquities Department, Government of Sindh.

You are requested to hoist the same under provision of SPP Rule 2010 (Amended 2017).

(MUHAMMAD TANWEER)

Assistant Archaeological Engineer

C.C to:

1. P.S to Secretary, Culture, Tourism & Antiquities Department, Government of Sindh, Karachi.
2. Office File.

Assistant Archaeological Engineer
Directorate General of Antiquities & Archaeology
Culture, Tourism & Antiquities Department
Government of Sindh

**Annual Procurement Plan (Revised) of
Directorate General of Antiquities & Archaeology
Culture, Tourism & Antiquities Department
Works, Goods & Services
Financial Year 2017-18**

Sr. No.	Description of Procurement	Quantity (Where Applicable)	Estimated Unit Cost (Where)	Estimated Total Cost	Funds Allocation			Source of Funds (ADP # / Non)	Proposed Procurement Method	Timing of Procurement				Remarks
					Cap:	Rev:	Total			1st Qtr:	2nd Qtr:	3rd Qtr:	4th Qtr:	
1	Conservation/Preservation/Protection and Providing 1 st Aid Momal Ji Mari Mounds Ghatki			5.000	5.000	0.000	5.000	Grant in Aid	Single Stage One Envelope	1st Qtr				
2	Conservation/Preservation/Protection and Providing 1 st Aid Diji Ji Takri Remains Near Kotdiji Fort, Khairpur Mirs			5.000	5.000	0.000	5.000	Grant in Aid	Single Stage One Envelope	1st Qtr				
3	Conservation/Preservation/Protection and Providing 1 st Aid Budhhist Stupa (Kahou Jo Daro) Mirpurkhas			9.000	9.000	0.000	9.000	Grant in Aid	Single Stage One Envelope	1st Qtr				
4	Conservation/Preservation/Protection and Providing 1 st Aid Budhhist Stupa Thui Mir Rukan, Shaheed Benazirabad			10.000	10.000	0.000	10.000	Grant in Aid	Single Stage One Envelope	1st Qtr				
5	Conservation/Preservation/Protection and Providing 1 st Aid Ancient City Remains of Brahmanabad (Mansurah) Sanghar			10.000	10.000	0.000	10.000	Grant in Aid	Single Stage One Envelope	1st Qtr				
6	Conservation/Preservation/Protection and Providing 1 st Aid Lakhin Jo Daro Site Sukkur			10.000	10.000	0.000	10.000	Grant in Aid	Single Stage One Envelope	1st Qtr				
7	Conservation/Preservation/Protection and Providing 1 st Aid Mound at Shadi Pali Umerkot			5.000	5.000	0.000	5.000	Grant in Aid	Single Stage One Envelope	1st Qtr				
8	Conservation/Preservation/Protection and Providing 1 st Aid Tomb of Mian Yar Muhammad Khan Kalhoro & Mosque, Dadu			25.000	25.000	0.000	25.000	Grant in Aid	Single Stage One Envelope	1st Qtr				
9	Conservation/Preservation/Protection and Providing 1 st Aid Tomb of Ghulam Nabi Kalhoro Hyderabad			15.000	15.000	0.000	15.000	Grant in Aid	Single Stage One Envelope	1st Qtr				
10	Conservation/Preservation/Protection and Providing 1 st Aid Two Mosques & Tomb at Hyderabad			15.000	15.000	0.000	15.000	Grant in Aid	Single Stage One Envelope	1st Qtr				
11	Conservation/Preservation/Protection and Providing 1 st Aid Tajjar Building Larkana			5.000	5.000	0.000	5.000	Grant in Aid	Single Stage One Envelope	1st Qtr				
12	Conservation/Preservation/Protection and Providing 1 st Aid Chitori Graveyard at Mirpurkhas			5.000	5.000	0.000	5.000	Grant in Aid	Single Stage One Envelope	1st Qtr				
13	Conservation/Preservation/Protection and Providing 1 st Aid Qubbo Mir Shahdad, Shahdadpur			20.000	20.000	0.000	20.000	Grant in Aid	Single Stage One Envelope	1st Qtr				
14	Conservation/Preservation / Protection and Providing 1 st Aid Temple No. I, Bhodesar, Tharparkar			3.000	3.000	0.000	3.000	Grant in Aid	Single Stage One Envelope	1st Qtr				
15	Conservation/Preservation / Protection and Providing 1 st Aid Temple No. II, Bhodesar, Tharparkar			3.000	3.000	0.000	3.000	Grant in Aid	Single Stage One Envelope	1st Qtr				
16	Conservation/Preservation / Protection and Providing 1 st Aid Temple No. III, Bhodesar, Tharparkar			3.000	3.000	0.000	3.000	Grant in Aid	Single Stage One Envelope	1st Qtr				
17	Conservation/Preservation/Protection and Providing 1 st Aid Sonda Graveyard Between Hyderabad - Thatta on National Highway Thatta			5.000	5.000	0.000	5.000	Grant in Aid	Single Stage One Envelope	1st Qtr				
18	Conservation/Preservation/Protection and Providing 1 st Aid Kalan Kot Fort, Makli Hill Thatta			5.000	5.000	0.000	5.000	Grant in Aid	Single Stage One Envelope	1st Qtr				
19	Conservation/Preservation/Protection and Providing 1 st Aid Nawab Amir Khan's Mosque, Thatta Town, Thatta			5.000	5.000	0.000	5.000	Grant in Aid	Single Stage One Envelope	1st Qtr				
20	Conservation/Preservation/Protection and Providing 1 st Aid Building with Two Domes (Near Civil Hospital, Thatta Town, Thatta			8.000	8.000	0.000	8.000	Grant in Aid	Single Stage One Envelope	1st Qtr				
21	Conservation/Preservation/Protection and Providing 1 st Aid Birth Place of Akbar, Near Umerkot			5.000	5.000	0.000	5.000	Grant in Aid	Single Stage One Envelope	1st Qtr				
22	Conservation/Preservation/Protection and Providing 1 st Aid Bohi Ja Qubba Ratodero, District Larkana			9.000	9.000	0.000	9.000	Grant in Aid	Single Stage One Envelope	1st Qtr				
23	Conservation/Preservation/Protection and Providing 1 st Aid Chahyan Jo Daro, Nawabshah			5.000	5.000	0.000	5.000	Grant in Aid	Single Stage One Envelope	1st Qtr				

Assistant Archaeologist
Directorate General of Antiquities & Archaeology
Culture, Tourism & Antiquities Department
Government of Sindh

24	Conservation/Preservation/Protection and Providing 1 st Aid Nahuto Jo Daro, Umerkot			5.000	5.000	0.000	5.000	Grant in Aid	Single Stage One Envelope	1st Qtr				
25	Conservation/Preservation/Protection and Providing 1 st Aid Qadir Bux Ja Qubba Khairpur			5.000	5.000	0.000	5.000	Grant in Aid	Single Stage One Envelope	1st Qtr				
25	Purchase of Vehicle LVTONG Batter Operated								Single Stage One Envelope	1st Qtr				
26	Quaid-e-Azam House Museum, Karachi			5.000	0.000	5.000	5.000	Grant in Aid	Single Stage One Envelope	2nd Qtr				Revenue Items/Service S
27	Conservation, Preservation & Rehabilitation of Moen Jo Daro			10.000	10.000	0.000	10.000	Grant in Aid	Single Stage One Envelope	2nd Qtr				



(MUHAMMAD TANWEER)
ASSISTANT ARCHAEOLOGICAL ENGINEER

Assistant Archaeological Engineer
Directorate General of Antiquities & Archaeology
Culture, Tourism & Antiquities Department
Government of Sindh

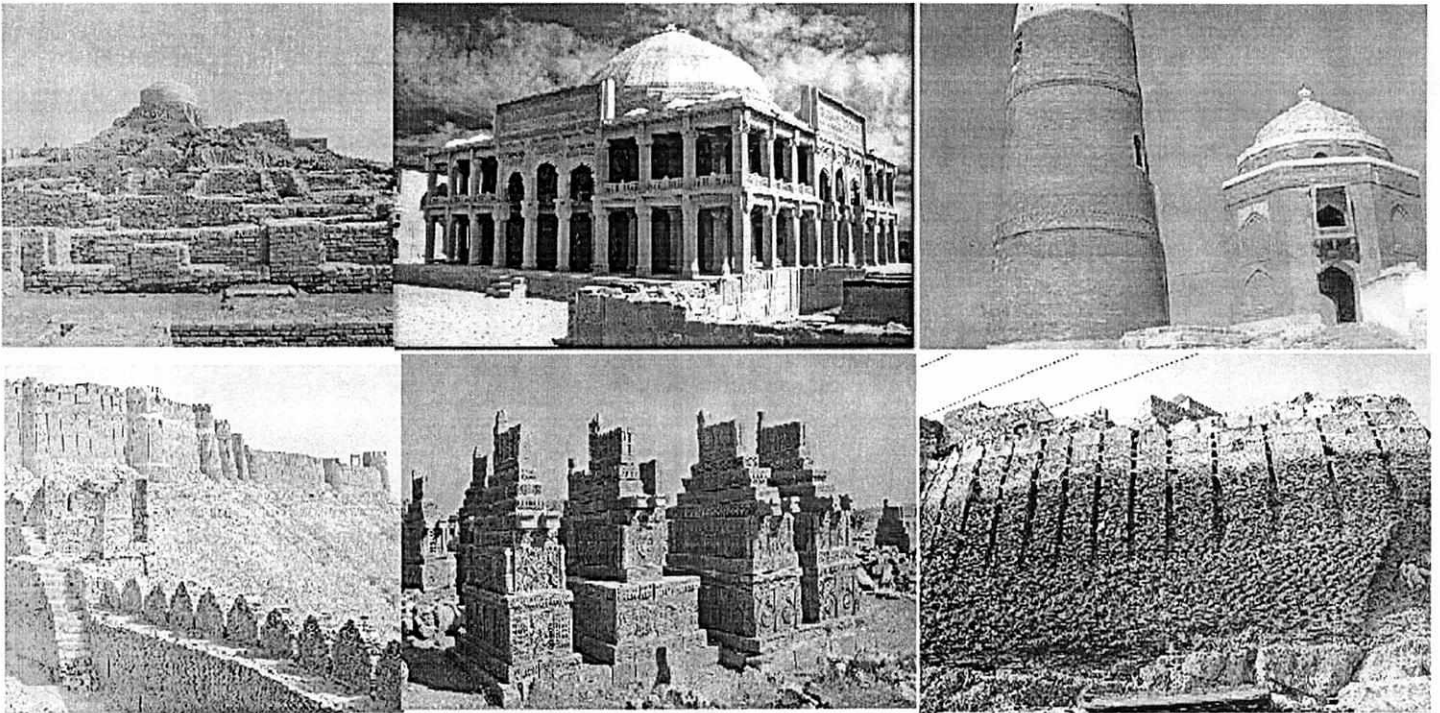
**DIRECTORATE GENERAL OF ANTIQUITIES & ARCHAEOLOGY,
CULTURE, TOURISM & ANTIQUITIES**



**GOVERNMENT OF SINDH
BIDDING DOCUMENT**

**Name of Work
Conservation, Preservation & Rehabilitation of Moen Jo Daro**

M/S _____



Tender & Contract Documents
Volume Distribution

Volume-I:


Instructions to Bidders
Tender & Contract Forms
Conditions of Contract

Volume-II:

Bill of Quantities

Volume-III:

Drawings



Assistant Archaeological Engineer
Directorate General of Antiquities & Archaeology
Culture, Tourism & Antiquities Department
Government of Sindh

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INVITATION FOR BIDS

INVITATION FOR BIDS

1. The **Culture, Tourism & Antiquities Department, Directorate General of Antiquities & Archaeology** (the "Procuring Agency") has received funds towards the cost of **Conservation, Preservation & Rehabilitation of Moen Jo Daro**.
2. **Estimated Cost: RUPEES 10.000 Million**
3. Procuring agency invites sealed bids from interested firms or persons licensed by the Pakistan Engineering Council (PEC) in the appropriate category and duly qualified with the Employer for the Works.
4. Bidders may obtain information by acquiring the Bidding Documents from the Office of the procuring agency at ***National Museum of Pakistan, Moulana Wafai Road, Saddar, Karachi***.
5. A complete set of Bidding Documents may be obtained from the above office from **hoisting on authority's website till date 05.11.2017** during working hours.
5. Procuring agency reserves right to annul the bidding process and reject any or all bids or proposals, as per SPP Rules 2010 (Amended in 2017).

INSTRUCTIONS TO BIDDERS

INSTRUCTIONS TO BIDDERS

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

A. GENERAL**IB.1 Scope of Bid**

- 1.1 The Procuring Agency as defined in the Bidding Data hereinafter called “the Procuring Agency” wishes to receive bids for the construction and completion of works as described in these Bidding Documents, and summarized in the Bidding Data hereinafter referred to as the “Works”.
- 1.2 The successful bidder will be expected to complete the Works within the time specified in Appendix-A to Bid.

IB.2 Source of Funds

- 2.1 The Employer has arranged funds from its own source.

IB.3 Eligible Bidders

- 3.1 This Invitation for Bids is open to all interested bidders who are eligible under provisions of Sindh Public Procurement Rules as mentioned below and the criteria given in the Notice Inviting Tender (NIT)/ Bidding Document.
 - a) Bidders may be excluded if;
 - (i) as a matter of law or official regulations, commercial relations are prohibited with the bidder’s country by the federal government in case of ICB, or
 - (ii) a firm is blacklisted/ debarred by the procuring agency and the matter has been reported to the Authority, subject to Rule 30 of Sindh Public Procurement Rules 2010.

I-2 Bidders shall include all those contractors who are registered or incorporated in Pakistan, irrespective of the nationality of their owners and professional staff, or

(c) Bidders are:-

- (i) registered with Pakistan Engineering Council in particular category and discipline,
- (iii) registered with relevant tax authorities (income/sales tax, wherever applicable)

IB.4 One Bid per Bidder

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

IB.5 Cost of Bidding

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

IB.6 Site Visit

6.1 The bidders are advised to visit and examine the Site of Works and its surroundings and obtain for themselves on their own responsibility all information that may be necessary for preparing the bid and entering into a contract for construction of the Works. All cost in this respect shall be at the bidder's own expense.

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

B. BIDDING DOCUMENTS

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

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

1. Instructions to Bidders.
2. Bidding Data.
3. General Conditions of Contract, Part-I (GCC).
4. Special Conditions of Contract, Part-II (PCC).
5. Specifications – Special Provisions.
6. Specifications - Technical Provisions.
7. Form of Bid & Appendices to Bid.
8. Bill of Quantities (Appendix-D to Bid).
9. Form of Bid Security.

10. Form of Contract Agreement.
11. Forms of Performance Security and Mobilization Advance Guarantee, Integrity Pact and Indenture bond for secured advance.
12. Drawings.

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

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

8.1 Any interested bidder requiring any clarification (s) in respect of the Bidding Documents may notify the Procuring Agency in writing at the Procuring Agency's address indicated in the Invitation for Bids/NIT. The Procuring Agency will respond to any request for clarification provided they are received at least five calendar days prior to the date of opening of bid. provided that any clarification in response to query by any bidder; shall be communicated to all parties who have obtained bidding documents, but without identifying its source.

IB.9 Amendment of Bidding Documents

9.1 At any time prior to the deadline for submission of bids, the Procuring Agency may, for any reason, whether at his own initiative or in response to a clarification requested by a interested bidder, modify the Bidding Documents by issuing addendum.

9.2 Any addendum thus issued shall be part of the Bidding Documents pursuant to Sub- Clause 7.1 hereof and shall be communicated in writing to all the bidders. Interested bidders shall acknowledge receipt of each addendum in writing to the Procuring Agency.

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

C. PREPARATION OF BIDS

IB.10 Language of Bid

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

IB.11 Documents Accompanying the Bid

11.1 Each bidder shall:

- (a) submit a written authorization on the letterhead of the bidding firm authorizing the signatory of the bid to act for and on behalf of the bidder;

(b) update the information indicated and listed in the Bidding Data and previously submitted with the application for prequalification, and continue to meet the minimum criteria set out in the prequalification documents which as a minimum, would include the following :

- (i) Evidence of access to financial resources alongwith average annual construction turnover;
- (ii) Financial predictions for the current year and the two following years including the effect of known commitments;
- (iii) Work commitments since prequalification;
- (iv) Current litigation information; and
- (v) Availability of critical equipment.

and

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

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

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

- (a) one of the joint venture partners shall be nominated as being in charge; and this authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the joint venture partners;
- (b) the bid and in case of a successful bid, the Form of Contract Agreement shall be signed so as to be legally binding on all partners;
- (c) the partner-in-charge shall always be duly authorized to deal with the Procuring Agency regarding all matters related with and/or incidental to the execution of Works as per the terms and Conditions of Contract and in this regard to incur any and all liabilities, receive instructions, give binding undertakings and receive payments on behalf of the joint venture;
- (d) all partners of the joint venture shall at all times and under all circumstances be liable jointly and severally for the execution of the Contract in accordance with the Contract terms and a statement to this effect shall be included in the authorization mentioned under Sub-Para(a) above as well as in the Form of Bid and in the Form of Contract Agreement (in case of a successful bid); and

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

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

IB.12 Bid Prices

- 12.1 Unless stated otherwise in the Bidding Documents, the Contract shall be for the whole of the Works as described in Sub-Clause 1.1 hereof, based on the unit rates and / or prices submitted by the bidder or percentage quoted above or below on the rates of Composite Schedule of Rates (CSR), as the case may be.
- 12.2 The bidders shall fill in rates and prices for all items of the Works described in the Bill of Quantities. Items against which no rate or price is entered by a bidder will not be paid for by the Procuring Agency when executed and shall be deemed covered by rates and prices for other items in the Bill of Quantities. In case of Composite Schedule of Rates, if the bidder fails to mention the percentage above or below, it shall be deemed to be at par with the rates of Composite Schedule of Rates.
- 12.3 The bid price submitted by the contractor shall include all rates and prices including the taxes. All duties, taxes and other levies payable by the contractor under the contract, or for any other cause during the currency of the execution of the work or otherwise specified in the contract as on the date seven days prior to the deadline for submission of bids.

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

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

IB.13 Currencies of Bid and Payment

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

IB.14 Bid Validity

- 14.1 Bids shall remain valid for the period stipulated in the Bidding Data after the Date of Bid Opening specified in Clause IB.23.
- 14.2 In exceptional circumstances, prior to expiry of the original bid validity period, the Procuring Agency may request that the bidders extend the period of validity for a specified additional period which shall in no case be more than the original bid validity period. The request and the responses thereto shall be made in writing. A bidder may refuse the request without forfeiting his Bid Security. A bidder agreeing to the request will not be required or permitted to modify his bid, but will be required to extend the validity of his Bid Security for the period of the extension, and in compliance with Clause IB.15 in all respects.

IB.15 Bid Security

- 15.1 Each bidder shall furnish, as part of his bid, a Bid Security in the amount stipulated in the Bidding Data in Pak Rupees or an equivalent amount in a freely convertible currency.
- 15.2 The Bid Security shall be, at the option of the bidder, in the form of Deposit at Call or a Bank Guarantee issued by a Scheduled Bank in Pakistan or from a foreign bank duly counter guaranteed by a Scheduled Bank in Pakistan in favour of the Procuring Agency which should commensurate with the bid validity period. The bank guarantee for bid security shall be acceptable in the manner as provided at Annexure BS-1.
- 15.3 Any bid not accompanied by an acceptable Bid Security shall be rejected by the Procuring Agency as non-responsive.
- 15.4 Bid security shall be released to the unsuccessful bidders once the contract has been signed with the successful bidder or the validity period has expired..

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- 15.5 The Bid Security of the successful bidder will be returned when the bidder has furnished the required Performance Security and signed the Contract Agreement.
- 15.6 The Bid Security may be forfeited:
- (a) if the bidder withdraws his bid except as provided in Sub-Clause 22.1;
 - (b) if the bidder does not accept the correction of his Bid Price pursuant to Sub-Clause 27.2 hereof; or
 - (c) In the case of successful bidder, if he fails within the specified time limit to:
 - (i) furnish the required Performance Security; or
 - (ii) sign the Contract Agreement.

IB.16 Alternate Proposals by Bidder

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

IB.17 Pre-Bid Meeting

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

IB.18 Format and Signing of Bid

- 18.1 Bidders are particularly directed that the amount entered on the Form of Bid shall be for performing the Contract strictly in accordance with the Bidding Documents.
- 18.2 All appendices to Bid are to be properly completed and signed.
- 18.3 Alteration is not to be made in the Form of Bid nor in the Appendices thereto except in filling up the blanks as directed. If any such alterations be made or if these instructions be not fully complied with, the bid may be rejected.
- 18.4 Each bidder shall prepare by filling out the forms completely and without alterations and shall provide an original copy along with photocopies as per the requirement of the procuring agency specified in the bidding data. The original as well as copies of the document shall be clearly marked as "ORIGINAL" and „COPY", as the case may be. If there is any discrepancy between original and copy (ies) then the original shall prevail.
- 18.5 The original and all copies of the bid shall be typed or written in indelible ink (in the case of copies, Photostats are also acceptable) and shall be signed by a person or persons duly authorized to sign on behalf of the bidder pursuant to Sub- Clause 11.1(a) hereof. All pages of the bid shall be initialled and stamped by the person or persons signing the bid.
- 18.6 The bid shall contain no alterations, omissions or additions, except to comply with instructions issued by the Procuring Agency, or as are necessary to correct errors made by the bidder. Such corrections shall be initialled by the person (s) signing the bid.
- 18.7 Bidders shall indicate in the space provided in the Form of Bid their full and proper addresses at which notices may be legally served on them and to which all correspondence in connection with their bids and the Contract is to be sent.
- 18.8 Bidders should retain a copy of the Bidding Documents as their file copy.

D.SUBMISSION OF BIDS

IB.19 Sealing and Marking of Bids

- 19.1 Each bidder shall submit his bid as under:
 - (a) ORIGINAL and (1) one copy of the Bid shall be separately sealed and put in separate envelopes and marked as such.
 - (b) The envelopes containing the ORIGINAL and COPIES shall be put in one sealed envelope and addressed as given in Sub- Clause 19.2 hereof.
- 19.2 The inner and outer envelopes shall:
 - (a) be addressed to the Procuring Agency at the address provided in the Bidding Data;

*Note: See Bidding Data

- (b) bear the name and identification number of the contract as defined in the Bidding Data; and
 - (c) provide a warning not to open before the time and date for bid opening, as specified in the Bidding Data.
- 19.3 In addition to the identification required in Sub- Clause 19.2 hereof, the inner envelope shall indicate the name and address of the bidder to enable the bid to be returned unopened in case it is declared "late" pursuant to Clause IB.21
- 19.4 If the outer envelope is not sealed and marked as above, the Procuring Agency will assume no responsibility for the misplacement or premature opening of the Bid.

IB.20 Deadline for Submission of Bids

- 20.1 (a) Bids must be received by the Procuring Agency at the address specified no later than the time and date stipulated in the Bidding Data.
- (b) Bids with charges payable will not be accepted, nor will arrangements be undertaken to collect the bids from any delivery point other than that specified above. Bidders shall bear all expenses incurred in the preparation and delivery of bids. No claims will be entertained for refund of such expenses.
 - (c) Where delivery of a bid is by mail and the bidder wishes to receive an acknowledgment of receipt of such bid, he shall make a request for such acknowledgment in a separate letter attached to but not included in the sealed bid package.
 - (d) Upon request, acknowledgment of receipt of bids will be provided to those making delivery in person or by messenger.
- 20.2 The Procuring Agency may, at his discretion, extend the deadline for submission of bids by issuing an amendment in accordance with Clause IB.9, in which case all rights and obligations of the Procuring Agency and the bidders previously subject to the original deadline will thereafter be subject to the deadline as extended.

IB.21 Late Bids

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

IB.22 Modification, Substitution and Withdrawal of Bids

- 22.1 Any bidder may modify, substitute or withdraw his bid after bid submission provided that the modification, substitution or written notice of withdrawal is received by the Procuring Agency prior to the deadline for submission of bids.

- 22.2 The modification, substitution, or notice for withdrawal of any bid shall be prepared, sealed, marked and delivered in accordance with the provisions of Clause IB.19 with the outer and inner envelopes additionally marked "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL" as appropriate.
- 22.3 No bid may be modified by a bidder after the deadline for submission of bids except in accordance with Sub-Clauses 22.1 and 27.2.
- 22.4 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 in pursuance to Clause IB.15.

E. BID OPENING AND EVALUATION

IB.23 Bid Opening

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

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

- 24.1 Information relating to the examination, clarification, evaluation and comparison of bid and recommendations for the award of a contract shall not be disclosed to bidders or any other person not officially concerned with such process before the announcement of bid evaluation report in accordance with the requirements of Rule 45, which states that Procuring agencies shall announce the results of bid evaluation in the form of a report giving reasons for acceptance or rejection of bids.

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The report shall be hoisted on website of authority and that of procuring agency if it website exists and intimated to all bidders at least seven (7) days prior to the award of contract. The announcement to all bidders will include table(s) comprising read out prices, discounted prices, price adjustments made, final evaluated prices and recommendations against all the bids evaluated. Any effort by a bidder to influence the procuring agency's processing of bids or award decisions may result in the rejection of such bidder's bid. Whereas, any bidder feeling aggrieved, may lodge a written complaint as per Rule 31; however mere

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

IB.25 Clarification of Bids (SPP Rule 43)

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

IB.26 Examination of Bids and Determination of Responsiveness

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

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

- (i) has been not properly signed;
- (ii) is not accompanied by the bid security of required amount and manner;
- (iii) stipulating price adjustment when fixed price bids were called for;
- (iv) failing to respond to specifications;
- (v) failing to comply with Mile-stones/Critical dates provided in Bidding Documents;

- (vi) sub-contracting contrary to the Conditions of Contract specified in Bidding Documents;
- (vii) refusing to bear important responsibilities and liabilities allocated in the Bidding Documents, such as performance guarantees and insurance coverage;
- (viii) taking exception to critical provisions such as applicable law, taxes and duties and dispute resolution procedures;
- (ix) a material deviation or reservation is one :
 - (a) which affect in any substantial way the scope, quality or performance of the works;
 - (b) adoption/rectification whereof would affect unfairly the competitive position of other bidders presenting substantially responsive bids.

(B) Minor Deviations

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

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

IB.27 Correction of Errors

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

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

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

IB.28 Evaluation and Comparison of Bids

28.1 The Procuring Agency will evaluate and compare only the Bids determined to be substantially responsive in accordance with Clause IB.26.

28.2 In evaluating the Bids, the Procuring Agency will determine for each Bid the evaluated Bid Price by adjusting the Bid Price as follows:

- (a) making any correction for errors pursuant to Clause IB.27;
- (b) excluding Provisional Sums and the provision, if any, for contingencies in the Summary Bill of Quantities, but including competitively priced Daywork; and

- (c) making an appropriate adjustment for any other acceptable variation or deviation.
- 28.3 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in Bid evaluation.
- 28.4 If the bid of the successful bidder is seriously unbalanced in relation to the procuring agency's estimate of the cost of work to be performed under the contract, the procuring agency may require the bidder to produce detailed price analyses for any or all items of the Bill of Quantities to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, the procuring agency may require that the amount of the Performance Security set forth in clause IB.32 be increased at the expense of the successful bidder to a level sufficient to protect the procuring agency against financial loss in the event of default of the successful bidder under the contract.
- 28.5 **“Corrupt and Fraudulent Practices”**: Bidders may be excluded if involved in means either one or any combination of the practices given below SPP Rule2(q);
- (i) **“ Coercive Practice ”** means any impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence the actions of a party to achieve a wrongful gain or to cause a wrongful loss to another party;
 - (ii) **“ Collusive Practice ”** means any arrangement between two or more parties to the procurement process or contract execution, designed to achieve with or without the knowledge of the procuring agency to establish prices at artificial, noncompetitive levels for any wrongful gain;
 - (ii) **“Corrupt Practice”** means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful gain;
 - (iv) **“ Fraudulent Practice”** means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
 - (v) **“Obstructive Practice”** means harming or threatening to harm, directly or indirectly, persons or Their property to influence their participation in a procurement process, Or affect the execution of a contract or deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements

before investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or acts intended to materially impede the exercise of inspection and audit rights provided for under the Rules.

28.6 Evaluation Report (SPP Rule 45)

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

F. AWARD OF CONTRACT

IB.29 Award (SPP Rule 49)

29.1 Subject to Clauses IB.30 and IB.34, the Procuring Agency shall award the Contract to the bidder whose bid has been determined to be substantially responsive to the Bidding Documents and who has offered the lowest evaluated Bid Price, but not necessarily the lowest submitted price, within the original or extended period of bid validity. Provided that such bidder has been determined to be eligible in accordance with the provisions of clause IB 03 and qualify pursuant to sub-clause IB 29.2.

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

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

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

30.1 Notwithstanding Clause IB.29, and provision of the rule: (1) A procuring agency reserves may cancel the bidding process at any time prior to the acceptance of a bid or proposal; (2) The procuring agency shall incur no liability towards bidders solely by virtue of its invoking sub-rule (1);

(3) Intimation of the cancellation of bidding process shall be given promptly to all bidders and bid security shall be returned along with such intimation; (4) The procuring agency shall, upon request by any of the bidders, communicate to such bidder, grounds for cancellation of the bidding process, but is not required to justify such grounds.

IB.31 Notification of Award (SPP Rule 25)

31.1 Prior to expiry of the period of bid validity, including extension, prescribed by the procuring agency, the procuring agency shall notify the successful bidder in writing ("Letter of Acceptance") that his bid has been accepted. This letter shall mention the sum which the procuring agency will pay to the contractor in consideration of the execution and completion of the works by the contractor as prescribed by the contract (hereinafter and in the conditions of contract called the "Contract Price").

- 31.2 No negotiation with the bidder having evaluated as lowest responsive or any other bidder shall be permitted, however, procuring agency may hold meetings to clarify any item in the bid evaluation report.
- 31.3 The notification of award and its acceptance by the bidder will constitute the formation of the contract, binding the procuring agency and the bidder till signing of the formal Contract Agreement.
- 31.4 Upon furnishing by the successful bidder of a Performance Security and signing of the contract, the procuring agency will promptly notify the name of the successful bidder to all bidders and return their bid securities accordingly.
- 31.5 Within seven days of the award of contract, procuring agency shall publish on the website of the Authority and on its own website, if such a website exists, the results of the bidding process, identify the bid through procurement identifying numbers, and the following information:
- (1) Evaluation Report;
 - (2) Form of Contract and letter of Award;
 - (3) Bill of Quantities or Schedule of Requirement.

31.6 Debriefing (SPP Rule 51).

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

IB.32 Performance Security (SPP Rule 39)

- 32.1 The successful bidder shall furnish to the Procuring Agency a Performance Security in the form pay order or demand draft or bank guarantee, and the amount stipulated in the Bidding Data and the Conditions of Contract within a period of 28 days after the receipt of Letter of Acceptance.
- 32.2 Failure of the successful bidder to comply with the requirements of Sub-Clause IB.32.1 or Clauses IB.33 or IB.35 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security.

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- 32.3 Validity of performance security shall extend at least ninety days beyond the date of completion of contract, or as mentioned in the bidding data to cover defects liability period or maintenance period subject to final acceptance by the procuring agency.

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

- 33.1 Within 14 days from the date of furnishing of acceptable Performance Security under the Conditions of Contract, the Procuring Agency will send the successful bidder the Contract Agreement in the form provided in the Bidding Documents, incorporating all agreements between the parties.
- 33.2 The formal Agreement between the Procuring Agency and the successful bidder shall be executed within 14 days of the receipt of the Contract Agreement by the successful bidder from the Procuring Agency.
- 33.3 A procurement contract shall come into force when the procuring agency requires

signs contract, the date on which the signatures of both the procuring agency and the successful bidder are affixed to the written contract. Such affixing of signatures shall take place within the time prescribed in the bidding documents. Provided that the procuring agency may reduce the maximum time limit for signing of contract, as and when required, and shall be mentioned in the bidding documents.

33.4 Stamp Duty.

The formal Agreement between the Procuring Agency and the successful bidder shall be duly stamped at rate of 0.35%* of bid price (updated from time to time) stated in Letter of Acceptance

IB.34 General Performance of the Bidders

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

IB.35 Integrity Pact (SPP Rule 89)

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

IB.36 Instructions not Part of Contract

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

Note: See Bidding Data

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IB.37 Arbitration (SPP Rule 34)

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

BIDDING DATA

Bidding Data

1.1 Name and Address of the Procuring Agency:

Directorate General of Antiquities & Archaeology, Culture, Tourism & Antiquities Department, Government of Sindh, Karachi.

1.1 Name of the Project & Summary of the Works:

Conservation, Preservation & Rehabilitation of Moen Jo Daro

- i. Civil Work
- ii. Electrical Work (if Any)
- iii. Landscaping Work
- iv. Plumbing Work (if Any)
- v. Etc.

2.1 Name of the Borrower/Source of Financing/Funding Agency:

The Scheme is financed by Culture, Tourism Department Government Sindh.

2.1 Amount and type of financing: Not Applicable

8.1 Time limit for clarification:

Bidders may seek clarification in writing at least five (05) days before Pre bid meeting.

10.1 Bid language:

English

11.1 (a) Prequalification Information to be updated:

Updated information shall be submitted in accordance with the Appendices to the Tender along with current contractual and financial commitments.

13.1 Bidders to quote entirely in Pak. Rupees only.

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14.1 Period of Bid Validity:

90 days after the date of Bid opening

15.1 Amount of Bid Security:

Bid Security for the amount of Rs. 2.50 % of total bid amount or an equivalent amount in a freely convertible currency in the form of Deposit at Call/Banker's Cheque or a Bank Guarantee issued by a Scheduled Bank in Pakistan in favor of the Procuring Agency.

17.1 Venue of the pre-Bid meeting:

Venue: Assistant Archaeological Engineer, D.G Antiquities & Archaeology, Culture, Tourism Department Government Sindh, National Museum of Pakistan, Moulana Wafai Road, Karach.

18.4 Number of copies of the Bid to be completed and returned:

One Original plus one (01) copy

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

*Assistant Archaeological Engineer, D.G Antiquities & Archaeology, Culture, Tourism Department
Government Sindh. National Museum of Pakistan, Moulana Wafai Road, Karachi*

19.2(b) Name and Number of the Contact person for any query: Admin Office 021-99212126

20.1(a) Deadline for submission of bids:

As notified in Notice Inviting Tenders NIT

23.1 Venue, time, and date of Bid opening:

*Venue: Assistant Archaeological Engineer, D.G Antiquities & Archaeology, Culture, Tourism
Department Government Sindh. National Museum of Pakistan, Moulana Wafai Road, Karachi*

Date: As notified in NIT

Time for opening of bids: As notified in NIT

26. Examination of Bids and Determination of Responsiveness:

*The bids shall be prepared and submitted as per "Single Stage One Envelope" bidding process.
However, it is essential that each bidder shall submit all required data / information as per
Appendices to demonstrate responsiveness. All the blanks in tender/bidding documents should be
filled and each page should be signed & stamped by the contractor/bidder.*

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

*Performance Security shall be equal to 7.5% of Contract Amount stated in the Letter of Acceptance.
Such Security shall be in the form of unconditional on-demand bank guarantee from a Schedule
bank in Pakistan.*

32.3 Validity of Performance Security:

Performance Security shall be valid up to completion of Defects Liability Period.

33.3 Signing of Contract Agreement:

*Within fourteen (14) days from the date of furnishing acceptable Performance security, the
successful bidder shall bring Contract Agreement (as per format given in Tender documents) on
stamp paper of the value as per stamp duty Act latest version.*

32.3 Stamp duty

*Stamp duty on contract agreement or other papers shall be paid by the successful
bidder/contractor as per percentage given in stamp duty Act latest version.*

LINE PLAN

**FORM OF BID
AND
APPENDICES TO BID**

FORM OF BID

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

To:

1. Having examined the Bidding Documents including Instructions to Bidders, Bidding Data, Conditions of Contract. Specifications, Drawings and Bill of Quantities and Addenda Nos. _____ for the execution of the above-named Works, we, the undersigned, offer to execute and complete such Works and remedy any defects therein in conformity with the Conditions of Contract. Specifications, Drawings, Bill of Quantities and Addenda for the sum of Rs. _____ (Rupees _____) or such other sum as may be ascertained in accordance with the said conditions.
2. We understand that all the Appendices attached hereto form part of this Bid.
3. As security for due performance of the undertakings and obligations of this Bid, we submit herewith a Bid Security in the amount of Rupees _____ (Rs. _____) drawn in your favour or made payable to you and valid for a period of _____ days beginning from the date Bids are opened.
4. We/I undertake, if our Bid is accepted, to commence the Works and to complete the whole of the Works comprised in the Contract within the time stated in Appendix-A to Bid.
5. We/I agree to abide by this Bid for the period of _____ days from the date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
6. Unless and until a formal Agreement is prepared and executed, this Bid, together with your written acceptance thereof, shall constitute a binding contract between us.
7. We do hereby declare that the Bid is made without any collusion, comparison of figures or arrangement with any other bidder for the Works.

- 8. We understand that you are not bound to accept the lowest or any Bid you may receive.
- 9. We undertake, if our/my bid is accepted, to execute the Performance Security referred to in Clause 4.2 of Conditions of Contract for the due performance of the Contract.
- 10. We confirm, if our bid is accepted, that all partners of the joint venture shall be liable jointly and severally for the execution of the Contract and the composition or the constitution of the joint venture shall not be altered without the prior consent of the procuring agency.

(Please delete this in case of Bid form a single bidder)
 in the capacity of _____duly authorized to sign Bids for and on behalf of Dated

this _____ day of _____ 20 _____

Signature: _____

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

 (Name of Bidder in Block Capitals) (Seal)

Address: _____

Witness:

Signature: _____

Name: _____

Address. _____

Occupation _____

FOREIGN CURRENCY REQUIREMENTS

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

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



BILL OF QUANTITIES

Please Refer Separate Volume-II for Bill of Quantities

PROPOSED CONSTRUCTION SCHEDULE

Pursuant to Sub -Clause 8.2 of the General Conditions of Contract, the Works shall be completed on or before the date stated in Appendix-A to Bid. The Bidder shall provide as Appendix-E to Bid, the Construction Schedule in the bar chart (CPM, PERT or any other to be specified herein) at least in form of latest MS Project or approved, showing the sequence of work items and the period of time during which he proposes to complete each work item in such a manner that his proposed programme for completion of the whole of the Works and parts of the Works may meet Employer's overall completion targets in days noted below and counted from the date of receipt of Engineer's Notice to Commence. The bidders shall propose completion time for major milestones of the project to ensure effective monitoring:

<u>Description</u>	<u>Time for Completion</u>
a) Whole Works	Twenty (12) calendar months

The Contractor may propose different completion time for scheme.

- 1 Excavation
Foundation - footing with 1:4:8 PCC and RCC works
- 2 RCC columns upto plinth, plinth beams, protection work and backfill
RCC Columns upto plinth level
Plinth beams
Protection (termite, water proofing, coating etc)
Earthfilling & backfilling
- 3 Level 1 Sub-floor and RCC Structural frame
PCC sub-floor
Level 1 RCC Columns
Level 1 RCC beams
Level 1 RCC slab
- 4 Level 2 and Roof top RCC Structural frame
Level 2 RCC Columns
Level 2 RCC beams
Level 2 RCC slab
Level 2 roof top RCC Columns
Level 2 roof top RCC beams
Level 2 roof top RCC slabs
- 5 Level 1 Brick masonry and finishes
Level 1 Brick masonry
Level 1 Electrical and plumbing concealed piping

- Level 1 Internal plaster, floor and finishes
- 6 External Brick facing
 - Level 1 Brick facing
 - Level 2 Brick facing
 - Level 2 roof top Brick facing
- 7 Level 2 and roof top Brick masonry and finishes
 - Level 2 Brick masonry
 - Level 2 Electrical and plumbing concealed piping
 - Level 2 Internal plaster, floor and finishes
 - Level 2 roof top Brick masonry
 - Level 2 roof top Elect and plumb concealed piping
 - Level 2 roof top plaster, roof treatment and finishes
- 8 Paint works & Utility Fixtures (electrical & plumbing)
 - Level 1 Paint work upto First Floor
 - Level 2 Paint work upto Roof
 - Level 2 Paint work from Roof to Top Roof
 - Level 1 Utility fixtures (Elect and plumbing)
 - Level 2 Utility fixtures (Elect and plumbing)
 - Level 2 roof top Utility fixtures (Elect and plumb)
- 9 Infrastructure and external development
 - Boundary wall and gate
 - Water supply facilities
 - Sewerage facilities
 - Electrical facilities
 - Walkways and Landscaping
 - Final inspection/testing and commissioning

METHOD OF PERFORMING THE WORK

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

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

LIST OF MAJOR EQUIPMENT – RELATED ITEMS

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

Appendix-G to Bid

LIST OF MAJOR EQUIPMENT
(to be filled in by bidder/contractor)

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

CONSTRUCTION CAMP AND HOUSING FACILITIES

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

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

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

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

LIST OF SUBCONTRACTORS

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

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

Part of Works (Give Details)	Subcontractor (With Complete Address)
(1)	(2)

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

(To be filled in by the bidder/contractor)

The Contractor should have team of reasonably skilled persons in the field of building construction led by a Project Manager (B.E Civil) registered in PEC as Professional Engineer, having atleast 10 years experience in the relevant field. The Project Manager should be authorized to take instruction from the Engineer and direct contractor's crew to complete the works in accordance with the specifications.

The Contractor shall depute B.E civil site engineers in appropriate number as per law and atleast one experienced supervisor (DAE) at each school site to be directly responsible for the execution of works at site. The contractor must employ experienced lab technician in his laboratory to conduct required QA/QC testing at site / lab and to keep record of all tests.

Appendix-L to Bid

(INTEGRITY PACT)

**DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC.
PAYABLE BY THE SUPPLIERS OF GOODS, SERVICES & WORKS CONTRACT**

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

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

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

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

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

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

Name of Buyer: Name of Seller/Supplier:
Signature: Signature:
[Seal] [Seal]

FORMS

**PERFORMANCE SECURITY
CONTRACT AGREEMENT
MOBILIZATION ADVANCE GUARANTEE/BOND
INDENTURE BOND FOR SECURED ADVANCE**

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

Guarantee No. _____
Executed on _____
Expiry date _____

[Letter by the Guarantor to the Employer]

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

Name of Principal (Contractor) with address: _____

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

Letter of Acceptance No. _____ Dated _____

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Bidding Documents and above said Letter of Acceptance (hereinafter called the Documents) and at the request of the said Principal we, the Guarantor above named, are held and firmly bound unto the

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

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

NOW THEREFORE, if the Principal (Contractor) shall well and truly perform and fulfill all the undertakings, covenants, terms and conditions of the said Documents during the original terms of the said Documents and any extensions thereof that may be granted by the Employer, with or without notice to the Guarantor, which notice is, hereby, waived and shall also well and truly perform and fulfill all the undertakings, covenants terms and conditions of the Contract and of any and all modifications of said Documents that may hereafter be made, notice of which modifications to the Guarantor being hereby waived, then, this obligation to be void; otherwise to remain in full force and virtue till all requirements of Clause 11, Defects Liability, of Conditions of Contract are fulfilled.

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

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

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

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

Witness:

1. _____

Corporate Secretary (Seal)

2. _____

Name, Title & Address

Guarantor (Bank)

Signature _____

Name _____

Title _____

Corporate Guarantor (Seal)

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FORM OF CONTRACT AGREEMENT

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

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

NOW this Agreement witnesseth as follows:

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

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

Signature of the Contactor

Signature of Employer

(Seal)

(Seal)

Signed, Sealed and Delivered in the presence of:

Witness:

Witness:

(Name, Title and Address)

(Name, Title and Address)

MOBILIZATION ADVANCE GUARANTEE

Guarantee No. _____ Date _____

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

_____ (Particulars of Contract) with _____ (hereinafter called the "Contractor").

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

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

AND WHEREAS, _____ (Scheduled Bank in Pakistan or Insurance Company acceptable to the Employer) (hereinafter called the "Guarantor") at the request of the Contractor and in consideration of the Employer agreeing to make the above advance to the Contractor, has agreed to furnish the said Guarantee.

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

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

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

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

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

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GUARANTOR

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

WITNESS

Corporate Secretary (Seal)

2. _____
(Name Title & Address)

Corporate Guarantor(Seal)

INDENTURE FOR SECURED ADVANCES

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

This INDENTURE made the day of
 20..... 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 under taken to execute at rates fixed for the finished work (inclusive of the cost of materials and labour and other charge) AND

WHEREAS the Government has agreed to advance to the Contractor the sum of Rupees, (Rs.) on the security of materials the quantities and other particulars of which are detailed in Part II of Running Account Bill (B). the said 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 :-

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- (1) That the said sum of Rupees.
Rs.....) so advanced by the Government to the Contractor as aforesaid and all or any further sum or sums which may be advanced as aforesaid shall be employed by the contractor in or towards expending the execution of the said works and for no other purpose whatsoever.
- (2) That the materials detailed in the said Running Account Bill (B) which have been offered to and accepted by (he Government as security for the said amount are absolutely by the Contractors own property free from encumbrances of any kind and the Contractor will not make any application for or receive a further advance on the security of materials which are not absolutely his own property and free from encumbrances of any kind and the contractor hereby agrees, at all times, to indemnify and save harmless the Government against all claims whatsoever to any materials in respect of which an advance has been made to him as aforesaid.
- (3) That the said materials detailed in the said Running Account Bill (B) and all other materials on the security of which any further advance or advances may hereafter be made as
Sai
aforesaid (hereinafter called the d materials) shall be used by the Contractor solely in the execution of the Said works in accordance with the directions of the
Calle
Divisional Officer (hereinafter d 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 greater degree than is due to reasonable use and wear thereof Contractor will forthwith replace the same with other materials of like
Th
qualify or repair and make good e 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) at if the Contractor shall at any time make any default in the performance or observation in any respect of any of the terms and provisions of the said agreement or of these presents the total amount of the advance or advances that may still be owing to the Government shall immediately on the happening of such default be repayable by the Contractor to the Government together with interest thereon at twelve percent per annum from the date or respective dates of such advance or advances to the date of repayment and with all costs, charges, damages and expenses incurred by the Government in or for the recovery thereof or the enforcement of this security or otherwise by reason of the default of the Contractor and any moneys so becoming due and payable shall constitute a debt due from the Contractor to the Government and the Contractor hereby covenants and agrees with the Government to repay and the same respectively to it accordingly.
- (8) That the Contractor hereby charges all the said materials with the repayment to the Government of the said sum of Rupees _____) and any further sum or sums which may be advanced as aforesaid and all costs charges damages and expenses payable under these presents PROVIDED ALWAYS and it is hereby agreed and declared that not, withstanding anything in the said agreement and without prejudice to the powers contained therein if and whether the covenant for payment and repayment hereinbefore contained shall become enforceable and the money owing shall not be paid to accordingly. Once there with the Government may at any time thereafter adopt all or any of following courses as it may deem best :-
- (a) Seize and utilize the said materials or any part thereof in the completion of the said 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 said advance shall not be payable.
- (10) That in the event of any conflict between the provisions of these presents and the said agreement the provisions of these presents shall prevail and in the event of any dispute or difference arising over the 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/Executive District Officer/Officer one grade higher to officer signed the agreement Circle whose decision shall be final and the provisions of the Arbitration Act 1940 for the time being in force so far as they are applicable shall apply to any such reference.

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

WITNESS

1. _____
(Name Title & Address)

Corporate Secretary (Seal)

2. _____
(Name Title & Address)

Corporate Guarantor(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^l means the Contract Agreement and the other documents listed in the Contract Data.

1.1.2 —Specifications^l 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^l 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^l 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^l 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^l means either the Procuring Agency or the Contractor.

Dates, Times and Periods

1.1.7 —Commencement Date^l 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^l means a calendar day

1.1.9 —Time for Completion^l 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^l 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^l 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^l means the Islamic Republic of Pakistan.
- 1.1.13 —Procuring Agency's Risks^l means those matters listed in Sub-Clause 6.1.
- 1.1.14 —Force Majeure^l 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^l means things of all kinds (other than Plant) to be supplied and incorporated in the Works by the Contractor.
- 1.1.16 —Plant^l means the machinery and apparatus intended to form or forming part of the Works.
- 1.1.17 —Site^l 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^l means a change which is instructed by the Engineer/Procuring Agency under Sub-Clause 10.1.
- 1.1.19 Works^l 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^l 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**

C. **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 Reports are those that were included in the bidding documents and are factual and interpretative reports about the surface and subsurface conditions at the Site.

D. **Permits etc.**

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

E. **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.

F. **Approvals**

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

D. **ENGINEER'S/PROCURING AGENCY'S REPRESENTATIVES**

E. **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.

F. **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.

G. THE CONTRACTOR

6. 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

7. 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 withheld without plausible reason(s) 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.

8. 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.

9. 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 Payee's order /Bank Draft or Bank Guarantee from scheduled bank for the amount and validity specified in Contract Data.

B. DESIGN BY CONTRACTOR

1.3 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.

b) 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 travelling 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
- (ii) 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.

4.2 **TIME FOR COMPLETION**

5.2 **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.

5.3 **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.

5.4 **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 may extend the time for completion as determined.

5.5 **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 as **liquidity damages** stated in the Contract Data for each day for which he fails to complete the Works.

6.3 **TAKING-OVER** C. **Completion**

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

7.2 **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 Maintenances Period.

11. **REMEDYING DEFECTS**

7.3 **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.

7.4 **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.

8.2 VARIATIONS AND CLAIMS

9.4 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:

at a lump sum price agreed between the Parties, or

where appropriate, at rates in the Contract, or

in the absence of appropriate rates, the rates in the Contract shall be used as the basis for valuation, or failing which

at appropriate new rates, as may be agreed or which the Engineer/Procuring Agency considers appropriate, or

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.

If the final quantity of the work done differs from the quantity in the Bill of Quantities for the particular item by more than 25 percent, provided the change exceeds 1 percent 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.

The Engineer shall not adjust rates from changes in quantities if thereby the Initial Contract Price is exceeded by more than 15 percent, except with the prior approval of the Procuring Agency.

If requested by the Engineer, the contractor shall provide the Engineer with a detailed cost breakdown 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.

11.2 **Variation and Claim Procedure**

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

(c) **CONTRACT PRICE AND PAYMENT**

(d) (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 thirty (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 90 days then 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.

(e) **Valuation of the Works**

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

2 **Monthly Statements**

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

- 11.4 the value of the Works executed less to the cumulative amount paid previously; and
- 11.5 value of secured advance 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.

12.2 **Interim Payments**

Within a period not exceeding seven (07) 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 (30/60) days from the said date of submission by the Contractor, the Procuring Agency shall pay to the Contractor the sum subject to adjustment for deduction of the advance payments and retention money.

12.3 **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, whichever is the later.

12.4 **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.

12.5 **Currency**

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

DEFAULT

12.4 Defaults 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 demobilize 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.

12.5 Defaults 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.

12.6 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.

12.7 Payment upon Termination

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

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

any sums to which the Procuring Agency is entitled,

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

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.

13.3 RISKS AND RESPONSIBILITIES

14.3 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.

15.5 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 demobilize 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:

- any sums to which the Contractor is entitled under Sub-Clause 10.4,
- the cost of his demobilization, and
- 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.

15.7 INSURANCE

16.2 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.

16.3 **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.

16.3 **RESOLUTION OF DISPUTES**

16.4 **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.

16.5 **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 given in time then he can approach Superintending Engineer within 14 days, in case of dissatisfaction with decision of Superintending Engineer or not decided within 28 days, then arbitration process would be adopted as per clause 15.3.

16.6 **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

17.5 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:

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;
terminate the Contract; and

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

(Note: Except where otherwise indicated, all Contract Data should be filled in by the Procuring Agency prior to issuance of the Bidding Documents.)

Sub-Clauses of Conditions of Contract

18.5 Procuring Agency's Drawings, if any
(Attached)

18.6 **The Procuring Agency** means
*Assistant Archaeological Engineer, D.G Antiquities & Archaeology, Culture, Tourism
Department Government Sindh. National Museum of Pakistan*

18.7 **The Contractor** means

B **Commencement Date** means the date of issue of Notice to Commence which shall be issued within fourteen (14) days of the signing of the Contract Agreement.

* **Time for Completion** 12 Months
* **Estimated Cost: 10.00 Million**

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

- 19.5 The Contract Agreement
- 19.6 Letter of Acceptance
- 19.7 The completed Form of Bid
- 19.8 Contract Data
- 19.9 Conditions of Contract
- 19.10 The completed Schedules to Bid including Schedule of Prices
- 19.11 The Drawings, if any
- 19.12 The Specifications

- 20.3 **Provision of Site:** On the Commencement Date
21.2 **Authorized person: Executive Engineer of P.A**
21.3 **Name and address of P.A Representative**

*Assistant Archaeological Engineer, D.G Antiquities & Archaeology, Culture, Tourism Department
Government Sindh. National Museum of Pakistan, Karachi*

22.2 **Performance Security:**

Amount: 7.50 %

Validity till the completion of work

7.2 **Programme:**

Time for submission: Within fourteen (14) days* of the Commencement Date.

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

- B Amount payable due to failure to complete shall be __% per day up to a maximum of (10%) of sum stated in the Letter of Acceptance

(Usually the liquidated damages are set between 0.05 percent and 0.10 percent per day.)

C **Early Completion**

In case of earlier completion of the Work, the Contractor is entitled to be paid bonus up to limit and at a rate equivalent to 50% of the relevant limit and rate of liquidated damages stated in the contract data.

F. **Period for remedying defects**

23.4 (e) **Variation procedures:**

Day work rates _____
_____ (details)

23.5 **Terms of Payments**

Mobilization Advance

Mobilization Advance up to 10 % of the Contract Price stated in the Letter of Acceptance shall be paid by the Procuring Agency to the Contractor on the works costing Rs.2.5 million or above on following conditions:

- 25.2 on submission by the Contractor of a Mobilization Advance Guarantee for the full amount of the Advance in the specified form from a Scheduled Bank in Pakistan to the Procuring Agency;

- 25.3 Contractor will pay interest on the mobilization advance at the rate of 10% per annum on the advance; and

This Advance including the interest shall be recovered in 5 equal installments from the five (05) R.A bills and in case the number of bills is less than five (05) then $1/5^{\text{th}}$ of the advance **inclusive of the interest** thereon shall be recovered from each bill and the balance together with interest be recovered from the final bill. It may be insured that there is sufficient amount in the final bill to enable recovery of the Mobilization Advance.

OR

26.2 Secured Advance on Materials

- 26.3 The Contractor shall be entitled to receive from the Procuring Agency Secured Advance against an INDENTURE BOND in P W Account Form No. 31(Fin. R. Form No. 2 acceptable to the Procuring Agency of such sum as the Engineer may consider proper in respect of non-perishable materials brought at the Site but not yet incorporated in the Permanent Works provided that:

26.4 The materials are in accordance with the Specifications for the Permanent Works;

26.5 Such materials have been delivered to the Site and are properly stored and protected against loss or damage or deterioration to the satisfaction and verification of the Engineer but at the risk and cost of the Contractor;

26.6 The Contractor's records of the requirements, orders, receipts and use of materials are kept in a form approved by the Engineer, and such records shall be available for inspection by the Engineer;

26.7 The Contractor shall submit with his monthly statement the estimated value of the materials on Site together with such documents as may be required by the Engineer for the purpose of valuation of materials and providing evidence of ownership and payment therefore;

26.8 Ownership of such materials shall be deemed to vest in the Procuring Agency and these materials shall not be removed from the Site or otherwise disposed of without written permission of the Procuring Agency;

26.9 The sum payable for such materials on Site shall not exceed 75 % of the (i) landed cost of imported materials, or (ii) ex-factory / ex-warehouse price of locally manufactured or produced materials, or (iii) market price of stands other materials;

(vi) Secured Advance should not be allowed unless & until the previous advance, if any, fully recovered;

(vii) Detailed account of advances must be kept in part II of running account bill; and

(viii) Secured Advance may be permitted only against materials/quantities anticipated to be consumed / utilized on the work within a period of 3 months from the date of issue of secured advance and definitely not for full quantities of materials for the entire work/contract

- (x) Recovery of Secured Advance:
- (a) Secured Advance paid to the Contractor under the above provisions shall be effected from the monthly payments on actual consumption basis, but not later than period specified in the rules not more than three months (even if unutilized); other conditions.
 - (b) As recoveries are made the outstanding accounts of the items concerned in Part II should be reduced by making deduction entries in the column; —deduct quantity utilized in work measured since previous bill, equivalent to the quantities of materials used by the contractor on items of work shown as executed in part I of the bill.
- (xi) Interim payments: The Contractor shall submit to the Engineer monthly statements of the estimated value of the work completed less the cumulative amount certified previously.
- (a) The value of work completed comprises the value of the quantities of the items in the Bill of Quantities completed.
 - (b) value of secured advance on the materials and valuation of variations (if any).
 - (c) Engineer may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.
 - (v) Retention money and other advances are to be recovered from the bill Submitted by contractor

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: _____

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:

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

28.6 the Principal withdraws his Bid during the period of validity of Bid, or

28.7 the Principal does not accept the correction of his Bid Price, pursuant to Sub-Clause 16.4 (b) of Instructions to Bidders, or

28.8 failure of the successful bidder to

furnish the required Performance Security, in accordance with Sub-Clause IB-21.1 of Instructions to Bidders, or

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 _____

1. _____

2. Name _____

Corporate Secretary (Seal)

3. Title _____

2. _____

(Name, Title & Address)

Corporate Guarantor (Seal)

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

Guarantee No. _____
Executed on _____
Expiry Date _____

(Letter by the Guarantor to the Procuring Agency)

Name of Guarantor (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 defenses under the Contract, do hereby irrevocably and independently guarantee to pay to the Procuring Agency without delay upon the Procuring Agency's first written demand without

cavil or arguments and without requiring the Procuring Agency to prove or to show grounds or reasons for such demand any sum or sums up to the amount stated above, against the Procuring Agency's written declaration that the Principal has refused or failed to perform the obligations under the Contract, 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.

Witness:

1. _____

Corporate Secretary (Seal)

2. _____

(Name, Title & Address)

Guarantor (Bank)

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 _____ 200 _____ 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:

- G. 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.
- H. 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:
- 1 The Letter of Acceptance;
 - 2 The completed Form of Bid along with Schedules to Bid;
 - 3 Conditions of Contract & Contract Data;
 - 4 The priced Schedule of Prices/Bill of quantities (BoQ);
 - 5 The Specifications; and
 - 6 The Drawings
- I. 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.
- J. 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)

(Seal)

Signed, Sealed and Delivered in the presence of:

Witness:

Witness:

(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.....
(Rs. -----) 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.

29.2 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.

29.3 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 or 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.

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

31.5 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.

(4) 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.

31.7 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 hose..... 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

SPECIFICATIONS

[Note for Preparing the Specifications]

A set of precise and clear specifications is a prerequisite for bidders to respond realistically and competitively to the requirements of the user without qualifying their Bids. The specifications must be drafted to permit the widest possible competition and, at the same time, present a clear statement of the required standards of workmanship, materials, performance of the works. Only if this is done objectives of economy, efficiency, and fairness in procurement will be realized and responsiveness of Bids can be ensured, and the subsequent task of bid evaluation can be facilitated. The specifications should require that materials to be incorporated in the works be new, unused, and of the most recent or current models, and incorporated all recent improvements in design and materials unless provided for otherwise in the contract.

Samples of specifications from similar to previous procurements are useful in this respect. The use of metric units is encouraged. Depending on the complexity of the works and the repetitiveness of the type of procurement, it may be advantageous to standardize the Technical Specifications that should cover all classes of workmanship, materials and equipment although not necessarily to be used in a particular procurement.

Care must be taken in drafting specifications to ensure that they are not restrictive. In the specification of standards for equipment, materials, and workmanship, recognized international standards should be used as much as possible. The specifications shall consider all conditions but not limited to seismic conditions, weather conditions and environmental impact. The specifications should state that equipment, materials, and workmanship that meet other authoritative standards, and which ensure at least a substantially equal quality than the standards mentioned, will also be acceptable. The following clause may be inserted in the Specifications.

Sample Clause: Equivalency of Standards and Codes

Wherever reference is made in the Specifications to specific standards and codes to be met by Works to be furnished and tested, the provisions of the latest current edition or revision of the relevant shall apply, unless otherwise expressly stated in the Contract. Other authoritative standards that ensure equivalence to the standards and codes specified will be acceptable.]

DRAWINGS/FINANCIAL/BOQs

**ESTIMATE FOR CONSERVATION, PRESERVATION AND
REHABILITATION OF MOENJO-DARO 2017-18 (GRANTS)**

ABSTRACT OF COST

S#	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
Provision for providing R.C.C Pillars around the Archaeological remains of Mohen-jo-Daro					
1.	Excavation in foundation of Building Bridges and other structures including dagbelling dressing, refilling around structure with excavated earth Watering and ramming lead up-to 5 ft. (CSR 2012 P.No 4 Item No 18 (b))	15300	% Cft	3176.25	48596.62
2.	Cement concrete brick or stone ballast 1 1/2" to 2" gauge. Ratio 1 : 4 : 8 (CSR 2012 P.No 15 Item No 4 (b))	3060	% Cft	9416.28	288138.16
3.	Cement concrete plain including placing compacting, finishing and curing, complete (including screening and washing at stone aggregate without shuttering Ratio 1:3 :6 (CSR 2012 P.No 16 Item No 5 (h))	8500	% Cft	12595	1070575.00
4.	Reinforced cement concrete work including all labour and material except the cost of steel reinforcement and its labour for bending and binding which will be paid separately. This rate also includes all kinds of forms moulds: lifting shuttering curing rendering and finishing the exposed	16320	P.Cft	337	5499840.00

	surface (including screening and washing of shingle.). Ratio (1: 2: 4) 90 Lbs. cement 2 Cft. Sand 4 Cft. Shingle 1/8" to 1/4" gauge. (CSR 2012 P.No 16 Item No 6(1))				
5.	Fabrication of mild steel reinforcement for cement concrete including cutting, bending, laying in position, making joints and fastenings including cost of binding wire (also includes removal of rust from bars. Using Tor bars. (CSR 2012 P.No 17Item No 8(b))	136	CWT	5001.70	680231.20
6.	Cement plasters 1:6 up-to 12' height. 1/2" thick. (CSR 2012 P.No 51 Item No 13(b))	21760	% Sft	2206.60	480156.16
7.	White washing. Two coats (CSR 2012 P.No 53 Item No 26(b))	21760	% Sft	425.84	92662.78
				Total	8160199.92
		Above / Below %			
				Total	
Rupees in words: _____					

Employer's Signature

Contractor's Signature