

# Executive Engineer Research Division Karachi

ST/2, BLOCK- N, SAKHI HASSAN, NORTH NAZIMABAD, KARACHI

Phone No: 021-36645777

NO: TC/G-55/1105/2017 DATED: 16/11/2017

## INVITATION FOR BIDS

1. The procuring Agency, Executive Engineer, Research Division Karachi invites sealed bids from interested firms or persons licensed by the Pakistan Engineering Council in the appropriate category for the following works.

S.No	Description	Estimated Amount	Earnest Money 2% in Rs	Tender Fee	Time for Completion
1.	Construction of New Field Office and Store at Soil Mechanics & Hydraulics Laboratory Hyderabad.	1306187/-	---	1500/-	3 months
2.	Rehabilitation of Gauging Sub-Division Office Sukkur.	4845955/-	---	2000/-	6 months
3.	Rehabilitation of Store Chowkidar Rooms of Gauging Sub-Division Office Sukkur.	1751037/21	---	2000/-	6 months
4.	Rehabilitation of AXEN Bungalow of Gauging Sub-Division Office Sukkur.	4140790/29	---	2000/-	6 months
5.	Rehabilitation of B-type of Quarter of Gauging Sub-Division Office Sukkur.	1416597/-	---	1500/-	6 months
6.	Rehabilitation of 2Nos, D-type Quarter of Gauging Sub-Division Office Sukkur.	1416597/-	---	1500/-	6 months

The complete set of Bidding Documents/Quotation may be purchased by an interested eligible bidder on submission of a written application to the office given below and upon payment of bid price tender fee mentioned against each work from the date of publication of NIT to one day before the opening date.

2. All bids must be accompanied by a Bid Security / Earnest Money in shape of 2% against each work in the form of Call Deposit from any scheduled Bank duly pledged in the name of Executive Engineer, Research Division Karachi and must be delivered to this office at or before 12 Noon, and the bid will be opened on 18/12/2017 on the same day@ 01.00 PM in the presence of bidder's representatives who choose to attend, at the same address.

3. Conditional and Telegraphic Tender will not be entertained.

SPPRA INWARD DIARY

NO: 2788

DATED: 17-11-17

4. The competent authority reserved the right to reject any or all tenders/ bid proposal as per provision of SPPRA rules and shall be communicated to bidder on request.



EXECUTIVE ENGINEER

RESEARCH DIVISION

KARACHI

C.c to:-

1. The Director Information (Advertisement) Relation Sindh Directorate Block No. 96 Sindh, Karachi, for publication in three leading Newspapers English, Urdu & Sindhi (7 Copies NIT enclosed).
2. The Director (CB) Sindh Procurement Regularity Authority (SPPRA) Barrack No.8 Secretariat 4A Court Road Karachi.
3. The Chief Engineer, Irrigation Kotri Barrage Hyderabad, for information
4. The Director Hydrology & Research Hyderabad
5. Copy on Notice Board/ C.B/D.B/Local



EXECUTIVE ENGINEER

RESEARCH DIVISION

KARACHI

Phone No.9210334.

2002

No.S-151/W-4/Commit:/Research/2017/  
Office of the Chief Engineer,  
Irrigation Kotri Barrage,  
Hyderabad, dated 11 -09-2017.

**READ:-** Secretary to Government of Sindh Irrigation Department  
letter No.SO(R&S)8-110/2012-13, dated 14-12-2015,  
regarding Authorization of Notify the Procurement  
Committee.

**NOTIFICATION.**

The Committee Comprising of the following Members is  
constituted, as per Rule-07 of SPPRA Rules 2010 (amended 2013),  
for the work of Tender Opening & Bid Evaluation Committee for  
M&R, ADP Deposit Works, for the year 2017-2018, in Research  
Division, Karachi of Director, Hydrology & Research in Sindh,  
Hyderabad.

1. **Mr.Zulfiqar Ali Nizamani,** **Chairman.**  
Director,  
Hydrology & Research in Sindh,  
Hyderabad.
2. **Mr.Ali Muhammad Jatt,** **Member.**  
Executive Engineer,  
Auqaf Department,  
Hyderabad.
3. **Mr.Hassan Ali Jalalani,** **Member/Secretary.**  
Executive Engineer,  
Research Division,  
Karachi.

( **ABDUL QADIR PALIJO** )  
CHIEF ENGINEER,  
IRRIGATION KOTRI BARRAGE,  
HYDERABAD.

C.c.to:-

1. The Secretary to Government of Sindh, Irrigation  
Department, Karachi.
2. The Managing Director, SPPRA, Rules, Karachi.
3. The Director, Hydrology & Research in Sindh, Hyderabad,  
with reference to his letter No.DB/DH&R/588, dated 08-  
09-2017.
4. ✓ The All Committee Members.

Phone No.9210340.

No.S-151/W-4/SPPRA/2017/ 2040  
Office of the Chief Engineer,  
Irrigation Kotri Barrage,  
Hyderabad, dated 15-09-2017.

To,

The Superintending Engineer,  
Lower Sindh Drainage Circle,  
Hyderabad.

The Superintending Engineer,  
Pinyari Circle,  
Hyderabad.

The Superintending Engineer,  
Baghar Circle,  
Hyderabad.


✓ The Director,  
Hydrology & Research in Sindh,  
Hyderabad.

**SUBJECT:- COMPLAINT REDRESSAL COMMITTEE FOR M&R / ADP WORKS OF KOTRI BARRAGE REGION HYDERABAD.**

I am directed to enclose herewith a copy of letter No.SO(R&S)/8-110/2017-18 Pt-IX/1939, dated 05-09-2017, as received from Secretary, Irrigation Department, Government of Sindh Karachi, alongwith a copy of Notification No.SO(R&S)8-110/2012-13, dated 09-10-2015. The Compliant Redressal Committee for Kotri Barrage Region is same which is notified vide Notification No. cited above.

This is for favour of your kind information.

D.A/As above.

  
( DESIGN ENGINEER )  
FOR CHIEF ENGINEER,  
IRRIGATION KOTRI BARRAGE,  
HYDERABAD.

C.c.to:-

The Section Officer (RR&S), Irrigation Department, Government of Sindh, Karachi, with reference to his letter No. quoted above, for information.

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



NO.SO(R&S)/8-110/2017-18 Pt-IX /193  
GOVERNMENT OF SINDH  
IRRIGATION DEPARTMENT

Karachi dated the 5<sup>th</sup> Sept: 2017

To,

The Chief Engineer,  
Irrigation Kotri Barrage Region,  
HYDERABAD

*CE* Subject: REQUEST TO CONSTITUTE OF COMPLAINT REDRESSAL COMMITTEE FOR M&R / ADP WORK IN LOWER SINDH DRAINAGE CIRCLE HYDERABAD.

I am directed to refer to your letter No.S-151/W-4/R-D-Committee/LSDC/2017/1817 dated 03.08.2017 on the subject noted above and to enclose the copy of Notification No.SO(R&S)8-110/2012-13 dated 09.10.2015, as the requested Complaint Redressal Committee already exists.

SECTION OFFICER (RR&S)  
FOR SECRETARY TO GOVT OF SINDH

*DE*

Copy to:-

P.S. to Secretary, Irrigation Department, Govt of Sindh, Karachi.

*in SB  
A. Akbar up referred  
letter & disapproved  
07/09/2017*



NOTIFICATION

No.SO(R&S)8-110/2012-13: With the approval of competent authority, a Complaint Redressal Committee is hereby constituted in terms of Rule 31(1) of Sindh Public Procurement Rule 2010 (Amended 2013) regarding ADP schemes 2015-16 of Irrigation Department, Government of Sindh pertaining to Kotri Barrage Region Hyderabad with the following composition:-

- |    |  |                        |
|----|--|------------------------|
| 1. | Director General<br>Monitoring & Evaluation Cell<br>Irrigation Department, Government of Sindh | Chairman               |
| 2. | Chief Engineer,<br>Gudu Barrage Region Sukkur  | Member                 |
| 3. | Superintending Engineer,<br>Begari Sindh Feeder Circle, Sukkur                                 | Member                 |
| 4. | Executive Engineer<br>(Concerned Division) Irrigation Department                               | Secretary              |
| 5. | District Accountant Officer Sindh<br>(Concerned Division)                                      | Assistant<br>Secretary |

T.O.R's of the Committee are as provided under Rule 31 of Sindh Public Procurement Rule 2010 and also perform any other function ancillary and incidental to the above.

**SYED ZAHEER HYDER SHAH**  
SECRETARY TO GOVT. OF SINDH

No.SO(R&S)8-110/2012-13

Karachi, dated the 9<sup>th</sup> October, 2015.

A copy is forwarded for information & necessary action to:-

1. The Accountant General Sindh, Karachi with the request to nominate your representative for the above Complaint Redressal Committee.
2. The Director General, Monitoring & Evaluation Cell, Irrigation Department, Government of Sindh, Karachi.
3. The M. D. Sindh Public Procurement Regulatory Authority Karachi.
4. The Chief Engineer, (All) Irrigation Development, Govt. of Sindh.
5. The Superintending Engineer, (All) Irrigation Deptt, Govt. of Sindh.
6. The Executive Engineer, (All), Irrigation Department, Govt. of Sindh.
7. P.S. to Secretary Irrigation Department, Govt. of Sindh, Karachi.

o/c

**SECTION OFFICER (RR&S.)**  
For Secretary to Government of Sindh

12/10/15  
12

**SINDH IRRIGATION DEPARTMENT**  
**BIDDING DOCUMENT**

**Procurement of works**  
Bidding document for

**CONSTRUCTION OF NEW FIELD OFFICE & STORE AT SOIL  
MECHANICS & HYDRAULIC LABORATORY HYDERABAD**

(Post qualification)

Issued on : DR. No. \_\_\_\_\_, 2017,

NIT No : TC/G-55 /2017, dated - -2017.

Employer : Sindh Irrigation Department through Executive Engineer,  
Research Division, Karachi.

Bidding Documents issued to:

M/S \_\_\_\_\_

\_\_\_\_\_ 2017

EXECUTIVE ENGINEER  
RESEARCH DIVISION  
KARACHI

# Letter of Price Bid

Date \_\_\_\_\_  
NO: TC/G-55/ \_\_\_\_\_ /of 2017

To Executive Engineer Research Division Karachi.

We, the undersigned, declare that:

- (a) We have examined and have no reservation to the Biding Documents, including addenda issued in accordance with instruction to Bidders (ITB) 8;
- (b) We offer to execute in conformity with the Bidding Documents the following Works:

**“CONSTRUCTION OF NEW FIELD OFFICE & STORE AT SOIL MECHANICS & HYDRAULIC LABORATORY HYDERABAD”**

- (c) The total price of our bid excluding any discounts offered in item (d) below is PKR \_\_\_\_\_.
- (d) The discount offered and the methodology for their application are: \_\_\_\_\_.
- (e) Our Bid shall be valid for a period of \_\_\_\_\_ days from the date fixed for the bid submission deadline in accordance with the bidding documents. and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
- (f) If our bid is accepted, we commit to obtain a performance security in accordance with the Bidding Documents.
- (g) We have paid, or with pay the following commissions, gratuities, or fees with respect to the bidding process or execution of the Contract: \*\*

Name of recipient	address	reason	amount
_____	_____	_____	_____
_____	_____	_____	_____

- (h) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute of binding contract between us. Until a formal contract is prepared and executed, and

We understand that you are bound to accept the lowest evaluated bid or any other bid that you may receive.

We agree to permit SID of its representative to inspect our accounts and records and other documents relating to the bid submission and to have them audited by auditors appointed by SID.

If awarded the contract, the person named below shall act as contractor's Representative



Name \_\_\_\_\_

In the capacity of \_\_\_\_\_

Signed \_\_\_\_\_

Duly Authorized to Sign the Bid for and or Behalf of \_\_\_\_\_

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

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*\*\* If none has been paid or is to be paid, indicate "None"*

**B-SCHEDULE FOR CONSTRUCTION OF NEW FIELD OFFICE AND STORE AT SOIL MECHANICS & HYDRAULICS LABORATORY HYDERBAD.**

Sr, No.	Item	Quantity	Rate	Unit	Amount
1	Dismantling Cement concrete reinforcement separating reinforcement from concrete cleaning and strengthening the same	728 Cft	5,445.00	% Cft	39,640
2	Dismantling Brick work in lime of cement mortar	1737 Cft	1,286.00	% Cft	22,338
3	Removing Door with chowkat	5 Nos	142.18	Each	711
4	Removing window and skylight with chowkat	6 Nos	103.00	Each	618
5	Dismantling DPC Cement concrete 1-1/2" thick and cleaning the site etc	164 Sft	453.75	% Sft	744
6	Excavation in foundation of Building Bridges and other structures including dagbelling dressing,refilling around structure with excavated earth Watering and ramming lead upto 5 ft	906 Cft	3,176.00	%0 Cft	2,877
7	Cement concrete plain including placing compacting, finishing and curing, complete (including screening and washing at stone aggregate without shuttering. (i) Ratio. 1: 4 :8.	495 Cft	11,288.75	% Cft	55,879
8	Pacca brick work in foundation (b)cement sand mortar 1:5.	518 Sft	12,176.08	% Cft	63,072
9	DampProof course with (cement sand and single concrete 1:2:4)including 2 coats of asphaltic @ 3 inch thick.	164 Cft	4,982.18	% Cft	8,171
10	Pucca brick work in ground floor (b)cement sand mortar 1:5.	1,227 Cft	12,574.38	% cft	154,288

Sr. No.	Item	Quantity	Rate	Unit	Amount
11	Reinforced cement concrete work including all labour and material except the cost of steel reinforcement and its labour for bending and binding which will be paid separately. This rate also includes all kinds of forms moulds: lifting shuttering curing rendering and finishing the exposed surface (including screening and washing of shingle). (a) R.C work in roof slab, beams columns rafts, lintels and other structural members laid in situ or precast laid in position complete in all respects. (l) Ratio (1 : 2: 4 ) 90 Lbs.cement 2 Cft. Sand 4 Cft. Shingle 1/8" to 1/4" gauge.	583 Cft	337.00	P/Cft	196,471
12	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. (b) Using Tor bars.	28 Cwt	5,001.70	P/Cwt	140,048
13	First class deodarwood, wrought, joinary in doors and windows etc. fixed in position including chhowkets held fasts high, iron, tower, bolts, chocks, cleats, hendles, cords with hooks etc. Deodar pannelled and glazed or fully glazed (a) 2 inch thick.	197 Sft	1,336.59	P/Sft	263,308
14	Applying floating coats cement 1/32" thick	3,556 Sft	660.00	% Sft	23,470
15	Cement plaster 1:3 upto 20 feet height 3/4 inch thick.	3,556 Sft	2,795.30	% Sft	99,401
16	Filling watering and raining earth in floor with suplus from foundation lead upto one chain and lefts upto 5 ft.	1104 Cft	3,630.00	%0 Cft	4,008

Sr. No.	Item	Quantity	Rate	Unit	Amount
17	Providing and laying 1" thick topping cement concrete (1:2:4 ) including Surface finishing and dividing into panels.	442 Sft	4,411.82	% Sft	19,500
18	Supplying and fixing in position iron/steel grill 3/4" x 1/4" size flat iron approved design including painting three coats etc. complete weight not less than 3.7 lbs/sq.ft on finished grill.	152 Sft	180.50	P/Sft	27,436
19	Distempering three coats.	3,998 Sft	859.90	% Sft	34,379
20	Painting new surface. (b) preparing surfaces and painting sashes fan, light, glazed of gauzed door and windows any type including edges.	394 Sft	<del>1,270.00</del> 1,253.46	% Sft	<del>5,007</del> 4,939/2
21	Providing GI pipes specials and claims etc including fixing cutting and fitting complete with and including the cost of breaking through walls and roof making goos etc. Painting two coats after cleaning the pipe etc. with white zink paint with pigment to match the color of the building and testing with water to pressure head of 200ft GI pipe 1/2" dia.	200 Rft	73.21	P/Rft	14,642
22	GI Socket 1/2" Dia.	24 Nos	8.00	Each	192
23	GI Elbow 1/2" Dia.	24 Nos	8.00	Each	192
24	GI Union 1/2" Dia.	6 Nos	26.00	Each	156
25	CP Bibcock 1/2" Dia Standard.	3 Nos	150.90	Each	453
26	CP Stopcock 1/2" Dia Standard.	3 Nos	299.42	Each	898
27	Supplying and fixing swan type pillar cock of superior quality single CP head 1/2" dia.	1 No	795.30	Each	795
28	WVC of not less than 19" clear opening between flashing rim and three gallon flashing tank with 4" dia CI p trap and CI thumble.	1 No	4,802.60	Each	4,803

Sr. No.	Item	Quantity	Rate	Unit	Amount
29	Providing and fixing 24" x 18" lavatory basin in white glazed earthen work in complete with including the cost of CI or WI brackets standard waste pipe enameled iron connection complete and making requisit no of holes in wall plinth or floor for pipe connection and making good in cement concrete 1:2:4 standard pattern.	1 No	4,253.70	Each	4,254
30	Add extra labour for providing and fixing earthen work pedistal white or coloured glazed	1 No	938.37	Each	938
31	Providing and fixing 4" dia CI soil and vent pipe rench cutting fitting and extra painting to match the color of building.	20 Rft	333.29	P/Rft	6,666
32	Providing and fixing 4" x 6" CC gully trape with 4" thick 1:2:4 CC for bed and 1/2" thick cement plaster (1:3) to the karb CI creating 6" x 6" thick CI cover frame	1 No	1,193.17	Each	1,193
33	Providing RCC pipe with color class B and digging the trenches to required depth and fixing in position including cutting fitting and jointing with maxphatt composition and cement mortar 1:1 and testing with water pressure to a head of 4ft above the top of height pipe and refiling with excavated staff 6" dia.	40 Rft	199.25	P/Rft	7,970
34	Wiring to light or fan point with 3/0.29 PVC insulated wire in 20mm 3/4" PVC conduit on surface required.	25 Nos	797.00	Each	19,925
35	Wiring plug point with 3/0.29 PVC insulated wire in 20 m.m 3/4" PVC conduct on surface required.	10 Nos	669.00	Each	6,690
36	Providing and lying (main or sub main) with 2-3/036 PVC insulated wire in 20mm 3/4" PVC conduit fitting	60 Mtr	139.00	P/Mtr	8,340
37	Providing and fixing A.C one way 5 amp switch flash type on giving prepared board.	19 Nos	54.00	Each	1,026

Sr, No.	Item	Quantity	Rate	Unit	Amount
38	Providing and fixing flash type 5 amp switch SP plug socket switch and shoe unit on prepared board recesses in wall on column	12 Nos	80.00	Each	960
39	Providing and fixing flash Back light ceiling rose with two terminal	30 Nos	72.00	Each	2,160
40	Providing and fixing brass ceiling fan 56" (good quality)	3 Nos	3,185.00	Each	9,555
	<b>Total Amount</b>				<b>1,253,106</b>

EXECUTIVE ENGINEER  
RESEARCH DIVISION  
KARACHI

# Bill of Quantities

## 1. Preamble

- The Bill of Quantities shall be read in conjunction with the Condition of Contract, Specifications and Drawings.
- The quantities given in the Bill of Quantities are estimated and provisional, and are given to provide a common basis for bidding. The basis of payment will be the actual quantities of work executed and measured by the contractor and verified by the Project Manager and valued at the rates and prices entered in the priced as the Bill of quantities, where applicable, and otherwise at such rates and prices as the Project Manager may fix in accordance with provision of the Contract.
- The rates and prices entered in the priced Bill Quantities shall, except insofar as it is otherwise provided under the Contract includes all costs of Contractor's plant, labor, supervision, materials, transportation, execution, insurance, profit, taxes and duties together with all general risks liabilities and obligations set out or implied to the Contract.
- Rate of item showing nil quantity may be quoted by contractor for use.
- A rate or price shall be entered against each item in the priced Bill of Quantities, whether quantities are stated or not. The cost of items against which the Contractor will have failed to enter a rate or price shall be deemed to be covered by other rates and prices entered in the Bill of Quantities.
- The whole cost of complying with the provisions of the Contract shall be included in the items provided in the priced Bill of Quantities , and where no items are provided, it cost shall be deemed to be disturbed among the rates and prices entered for the related items of the works.
- General directions and description of work and materials are not necessarily repeated nor summarized in the Bill of Quantities. Reference to the relevant sections of the Bidding Documents shall be made before entering prices against each item in the priced Bill of Quantities.
- **Carriage of Material**

Payment shall be made at the unit price quoted in the Bill unit rate shall included cartage to the specified site. (Copy attached).

referred to in Conditions of Contract for the due performance of the Contract.

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20

Signature \_\_\_\_\_

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

*(Name of Bidder in Block Capitals)*

*(Seal)*

Address

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

Witness:

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

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

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

\_\_\_\_\_





[SCHEDULES TO BID INCLUDE THE FOLLOWING:

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



PREAMBLE TO SCHEDULE OF PRICES

1. General

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

2. Description

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

3. Units & Abbreviations

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

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*(Note: The abbreviations to be used in the Schedule of Prices to be defined by the Procuring Agency).*

4. Rates and Prices

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

no items are provided, the cost shall be deemed to be distributed among the rates and prices entered for the related items of the Works and no separate payment will be made for those items.

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

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

*\*(Procuring Agency may modify as appropriate)*

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

**5. Bid Prices**

- 5.1 Break-up of Bid Prices  
The various elements of Bid Prices shall be quoted as detailed by the Procuring Agency in the format of Schedule of Prices. The bidder shall recognize such elements of the costs which he expects to incur the performance of the Works and shall include all such costs in the rates and amounts entered in the Schedule of Prices.

- 5.2 Total Bid Price  
The total of bid prices in the Schedule of Prices shall be entered in the Summary of Bid Prices.

**6. Provisional Sums and Day work**

- 6.1 Provisional Sums included and so designated in the Schedule of Prices if any, shall be expended in whole or in part at the direction and discretion of the Engineer/Procuring Agency. The Contractor will only receive payment in respect of Provisional Sums, if he has been instructed by the Engineer/Procuring Agency to utilize such sums.
- 6.2 Day work rates in the contractor's bid are to be used for small additional amounts of work and only when the Engineer have given written instructions in advance for additional work to be paid for in that way.

## CONDITIONS OF CONTRACT

### 1. GENERAL PROVISIONS

#### 1.1 Definitions

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

##### The Contract

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

##### Persons

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

##### Dates, Times and Periods

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

##### Money and Payments

- 1.1.10 "Cost" means all expenditure properly incurred (or to be incurred) by the Contractor, whether on or off the Site, including overheads and similar charges but

does not include any allowance for profit.

#### **Other Definitions**

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

#### **1.2 Interpretation**

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

#### **1.3 Priority of Documents**

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

1.4 **Law**

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

1.5 **Communications**

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

1.6 **Statutory Obligations**

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

2. **THE PROCURING AGENCY**

2.1 **Provision of Site**

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

**Site Investigation 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.

2.2 **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.

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

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

2.4 **Approvals**

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

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

3.1 **Authorised Person**

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



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

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

## 4. THE CONTRACTOR

### 4.1 General Obligations

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

### 4.2 Contractor's Representative

The Contractor shall appoint a representative at site on full time basis to supervise the execution of work and to receive instructions on behalf of the Contractor but only after obtaining the consent of the Procuring Agency for such appointment which consent shall not be 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.

### 4.3 Subcontracting

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

### 4.4 Performance Security

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

## 5. DESIGN BY CONTRACTOR

### 5.1 Contractor's Design

The Contractor shall carry out design to the extent specified, as referred to in the Contract Data. The Contractor shall promptly submit to the Engineer/Procuring Agency all designs prepared by him, within fourteen (14) days of receipt the Engineer/Procuring Agency shall notify any comments or, if the design submitted is not in accordance with the Contract, shall reject it stating the reasons. The

Contractor shall not construct any element of the works designed by him within fourteen (14) days after the design has been submitted to the Engineer/Procuring Agency or which has been rejected. Design that has been rejected shall be promptly amended and resubmitted. The Contractor shall resubmit all designs commented on taking these comments into account as necessary.

## 5.2 Responsibility for Design

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

## 6. PROCURING AGENCY'S RISKS

### 6.1 The Procuring Agency's Risks

The Procuring Agency's Risks are:-

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



- i) physical obstructions or physical conditions other than climatic conditions, encountered on the Site during the performance of the Works, for which the Contractor immediately notified to the Procuring Agency and accepted by the Procuring Agency.

## 7. TIME FOR COMPLETION

### 7.1 Execution of the Works

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

### 7.2 Programme

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

### 7.3 Extension of Time

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

### 7.4 Late Completion

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

## 8. TAKING-OVER

### 8.1 Completion

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



**Procurement of works**  
Bidding document for

**REHABILITATION OF GAUGING SUB-DIVISION OFFICE SUKKUR**

(Post qualification)

Issued on : DR. No. \_\_\_\_\_, 2017,

NIT No : TC/G-55 /2017, dated - -2017.

Employer : Sindh Irrigation Department through Executive Engineer,  
Research Division, Karachi.

Bidding Documents issued to:

M/S \_\_\_\_\_

\_\_\_\_\_ 2017

EXECUTIVE ENGINEER  
RESEARCH DIVISION  
KARACHI

# Letter of Price Bid

Date \_\_\_\_\_ /of 2017  
NO: TC/G-55/

To Executive Engineer Research Division Karachi.

We, the undersigned, declare that:

- (i) We have examined and have no reservation to the Bidding Documents, including addenda issued in accordance with instruction to Bidders (ITB) 8;
- (j) We offer to execute in conformity with the Bidding Documents the following Works:

**“REHABILITATION OF GAUGING SUB-DIVISION OFFICE SUKKUR”**

- (k) The total price of our bid excluding any discounts offered in item (d) below is PKR \_\_\_\_\_.
- (l) The discount offered and the methodology for their application are: \_\_\_\_\_.
- (m) Our Bid shall be valid for a period of \_\_\_\_\_ days from the date fixed for the bid submission deadline in accordance with the bidding documents. and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
- (n) If our bid is accepted, we commit to obtain a performance security in accordance with the Bidding Documents.
- (o) We have paid, or with pay the following commissions, gratuities, or fees with respect to the bidding process or execution of the Contract: \*\*

Name of recipient	address	reason	amount
_____	_____	_____	_____
_____	_____	_____	_____

- (p) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute of binding contract between us. Until a formal contract is prepared and executed, and

We understand that you are bound to accept the lowest evaluated bid or any other bid that you may receive.

We agree to permit SID of its representative to inspect our accounts and records and other documents relating to the bid submission and to have them audited by auditors appointed by SID.

If awarded the contract, the person named below shall act as contractor’s Representative

Name \_\_\_\_\_

In the capacity of \_\_\_\_\_

Signed \_\_\_\_\_

Duly Authorized to Sign the Bid for and or Behalf of \_\_\_\_\_

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

---

*\*\* If none has been paid or is to be paid, indicate "None"*

**B-SCHEDULE FOR REHABILITATION OF GAUGING SUB-DIVISION OFFICE SUKKUR.**

QUANTITY	S.No.	ITEM	RATE	PER	AMOUNT
2014 Sft	1	Dismatling sirki sarkanda or thatched roofing supported on battens or ballies.	817.10	% Sft	16456/=
8 Nos.	2	Removing ventilators and wooden sunshades etc.	51.43	Per No:	412/=
12 Nos.	3	Removing windows and sky light with chowkats.	102.85	Each	1234 /=
4 Nos.	4	Removing Doors with chowkats.	142.18	Per No:	569/=
2488 Cft	5	Dismantling Bricks work in mud mortar.	529.38	% Cft	13171 /=
9620 Cft	6	Filling watering and remaiing earth in floors with surplus earth from foundation lead upto one chain and lift up to one 5 feet.	1512/50	%0 Cft	14550/=
2573 Cft	7	Pacca Bricks work in ground floor in Cement asnd mortor.	11948.36	% Cft	307431/=
1323 Cft	8	RCC wotk I/c all labour and material excepts the cost of steel reinforcement and its labour for bending and binding which will bepaid separately. This rate also i/c all kinds of forms moulds lifting shuttering curring rendering and finishing the exposed surface (i/c screening and washing shingle (a) RCC work in foofs slabs beams columns rafts lintels and other srurctural members laid in situ or pre-cost laid in position complete in all aspects ratio (1:2:4) 90 lbs cement 2 Cft sand 4Cft gauge 1/8 to 1/4"	337	Per Cft	445851/=

QUANTITY	S.No:	ITEM	RATE	PER	AMOUNT
397.14 Cwt	9	Fabrication of mild steel reinforcement for cement concrete I/c cutting bending, laying in position making joints & fastening I/c cost of binging wires also includes removal of rust from bars.	4820.2	P.Cwt	1914294 /-
359 Sft	10	Deodar wood framed braced and battened doors and windows complete with iron fittings and fixed in position including chowkats (a) 2 - 1/4" thick with 1 - 1/4" battens and 1" planks.	1135.2	Per Sft	407537 /-
1 No:	11	Providing and fixing w.c pan 19" earthen ware low level flush tank 3 gallons.	4802.6	Each	4803 /-
4 Nos.	12	Providing and fixing in position nyloon connections complete with 1/2" dia brass stop cock with pair of brass nuts and lining joints to nyloon connection.P-6/23) (Public Health Rate Shedule)	447.15	Each	1789/=
480 Rft	13	Providing G.I pipes specials & clamps etc i/c fixing cutting and fitting complete (i ) 1/2" dia G.I Pipes.	73.21	P.Rft	35141/=
4 Nos.	14	Supplying and fixing in position brass bib cock 3/4" dia.Cp bib cock & P.bid Cock. standard pattern.	337.92	Each	2703/=
1300 Rft	15	Laying RCC pipes and collars of class "B" digging in trenches i/c cutting fitting and jointing with asphalt composition and cement mortar (1:1) i/c testing with water to a head of 22.5 meter or 75 ft 6" dia.	199.25	P.Rft	259025/=
500 Sft	16	Cement plaster ratio 1:3 upto 20" height 3/4" thick.	2795.30	% Sft	13977/=
500 Sft	17	Cement pointing struck joint on walls 1:2	2197.52	% Sft	10988/=

QUANTITY	S.No.	ITEM	RATE	PER	AMOUNT
1990 Cft	18	Cement concrete brick or stone ballast 1 1/2" to 2" gauge ration 1:4:8	9416.28	%Cft	187384/=
359 Sft	19	Painting of doors and windows any type two coats.	1160/06	% Sft	4165/=
23598 Sft	20	White washing two coats.	425.84	% Sft	100490/=
	21	Carriage of 100 Cft/ 5 ton of all material Add Cartage Sheet attached			312845/=
780 Sft	22	Single layer of tiles 9" x 4 -1/2" x2 laid over 4" earth and 1" mud plaster without bhoosa ground with cement sand 1:3 ib the top of R.C.C slab provide with 34 lbs bitumen coating sand blinded.	5310.35		41421/=
		<b>PART "B" ELECTRIFICATION</b>			
100 Points	23	Wiring for light or fan points with 1/1-13(3-0.29) pre insulated wire PVC in casing and capping.	538/51	P Point	53851/=
30 Points	24	Wiring for Plug points with 1/1-13 (3-0.29) Pre insulated wire pvc in casing and capping.	269/03	P Point	8071/=
1800 Rft	25	Wiring for main with (2-7/0.29) pre wire on pvc in casing and capping.	28/38	P.Rft	51084/=
1800 Rft	26	Wiring for main with (2-7/0.36) pre wire on pvc in casing and capping.	30/47	P.Rft	54846/=
1800 Rft	27	Wiring for main with (2-7/0.26) pre wire on pvc in casing and capping.	41/12	P.Rft	74016/=
40 Nos	28	P/F Ac one way S.P 5Amps switch flush type on a prepared board	56/10	P.No.	2244/=
40 Nos	29	P/F flush type two pin 5 Amps S.P surface plug Socket Switch & Shoe unit on a prepared board.	90/48	P.No.	3619/=
16 Nos	30	P/F Ceiling fan 56' size complete as required.	3800/-	P.No.	60800/=

QUANTITY	S.No.	ITEM	RATE	PER	AMOUNT
16 Nos	31	P/F Ac ceiling fan regulator on metal board recessed in wall Comn and with plastic sheet.	124/30	P.No.	1989/=
16 Nos	32	Electric of ceiling fan i/c wiring of down red with 1/1-13mm (3/0.29) pvc wiring fixing or regulator blade company etc are required.	82/16	P.No.	1315/=
14 Nos	33	Providing Circuit breaks 6amps to 63 amps S.P i/c facing on a prepared board and necessary conection.	442/02	P.No.	6188/=
40 Nos	34	P/F B.C Back light angulate type button holder.	53/69	P.No.	2148/=
40 Nos	35	P/F S.W Coropy block & back light Ceiling rase on S.W block.	44/00	P.No.	1760/=
10 Nos	36	P/F 1 - 40 Watts tube light complete with 40 watts 4' -0 long rod chowks starters and putty with philips components i/c necessary electric connection and fixing on wall ar ceiling etc complete.	396/00	P.No.	3960/=
20 Nos	37	P/F Energy Saver Superior quality I/c fixing on wall.	497/00	P.No.	9940/=
4 Sft	38	P/F distribution metal board double shutter accomolete Circuit breaker i/c pointing job on surface.	907/96	P.Sft	3632/=
4 Nos.	39	Providing circuit breaker 100 Amps triple pole i/c fixing on a prepared board and necessary connected.	9138/25	P.No:	36553/=



QUANTITY	S.No:	ITEM	RATE	PER	AMOUNT
20 Nos.	40	P/F 2 - 40 watts tube light complete with 40 watts 4'-0 long rod chowks starters and putty with philips components i/c necessary electric fitting and fixing on wall or ceiling etc complete.	1677/=	P.No:	33540/=
Total ( A+ B) =					4505792/=

EXECUTIVE ENGINEER  
RESEARCH DIVISION  
KARACHI

# Bill of Quantities

## 2. Preamble

- The Bill of Quantities shall be read in conjunction with the Condition of Contract, Specifications and Drawings.
- The quantities given in the Bill of Quantities are estimated and provisional, and are given to provide a common basis for bidding. The basis of payment will be the actual quantities of work executed and measured by the contractor and verified by the Project Manager and valued at the rates and prices entered in the priced as the Bill of quantities, where applicable, and otherwise at such rates and prices as the Project Manager may fix in accordance with provision of the Contract.
- The rates and prices entered in the priced Bill Quantities shall, except insofar as it is otherwise provided under the Contract includes all costs of Contractor's plant, labor, supervision, materials, transportation, execution, insurance, profit, taxes and duties together with all general risks liabilities and obligations set out or implied to the Contract.
- Rate of item showing nil quantity may be quoted by contractor for use.
- A rate or price shall be entered against each item in the priced Bill of Quantities, whether quantities are stated or not. The cost of items against which the Contractor will have failed to enter a rate or price shall be deemed to be covered by other rates and prices entered in the Bill of Quantities.
- The whole cost of complying with the provisions of the Contract shall be included in the items provided in the priced Bill of Quantities , and where no items are provided, it cost shall be deemed to be disturbed among the rates and prices entered for the related items of the works.
- General directions and description of work and materials are not necessarily repeated nor summarized in the Bill of Quantities. Reference to the relevant sections of the Bidding Documents shall be made before entering prices against each item in the priced Bill of Quantities.
- **Carriage of Material**

Payment shall be made at the unit price quoted in the Bill unit rate shall included cartage to the specified site. (Copy attached).

**FORM OF BID**  
**(LETTER OF OFFER)**

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

\_\_\_\_\_  
\_\_\_\_\_  
*(Name of Works)*

To:

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

Gentlemen,

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

referred to in Conditions of Contract for the due performance of the Contract.

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20

Signature \_\_\_\_\_

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

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

*(Seal)*

Address

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

Witness:

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

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

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

\_\_\_\_\_



[SCHEDULES TO BID INCLUDE THE FOLLOWING:

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



PREAMBLE TO SCHEDULE OF PRICES

1. General

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

2. Description

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

3. Units & Abbreviations

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

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*(Note: The abbreviations to be used in the Schedule of Prices to be defined by the Procuring Agency).*

4. Rates and Prices

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



no items are provided, the cost shall be deemed to be distributed among the rates and prices entered for the related items of the Works and no separate payment will be made for those items.

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

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

*\*(Procuring Agency may modify as appropriate)*

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

**5. Bid Prices**

- 5.1 **Break-up of Bid Prices**  
The various elements of Bid Prices shall be quoted as detailed by the Procuring Agency in the format of Schedule of Prices.  
The bidder shall recognize such elements of the costs which he expects to incur the performance of the Works and shall include all such costs in the rates and amounts entered in the Schedule of Prices.

- 5.2 **Total Bid Price**  
The total of bid prices in the Schedule of Prices shall be entered in the Summary of Bid Prices.

**6. Provisional Sums and Day work**

- 6.1 **Provisional Sums included and so designated in the Schedule of Prices** if any, shall be expended in whole or in part at the direction and discretion of the Engineer/Procuring Agency. The Contractor will only receive payment in respect of Provisional Sums, if he has been instructed by the Engineer/Procuring Agency to utilize such sums.
- 6.2 **Day work rates in the contractor's bid** are to be used for small additional amounts of work and only when the Engineer have given written instructions in advance for additional work to be paid for in that way.

## CONDITIONS OF CONTRACT

### 1. GENERAL PROVISIONS

#### 1.1 Definitions

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

##### The Contract

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

##### Persons

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

##### Dates, Times and Periods

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

##### Money and Payments

- 1.1.10 "Cost" means all expenditure properly incurred (or to be incurred) by the Contractor, whether on or off the Site, including overheads and similar charges but



does not include any allowance for profit.

#### **Other Definitions**

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

#### **1.2 Interpretation**

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

#### **1.3 Priority of Documents**

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

1.4 **Law**

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

1.5 **Communications**

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

1.6 **Statutory Obligations**

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

2. **THE PROCURING AGENCY**

2.1 **Provision of Site**

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

**Site Investigation 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.

2.2 **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.

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

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

2.4 **Approvals**

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

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

3.1 **Authorised Person**

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



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

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

## **4. THE CONTRACTOR**

### **4.1 General Obligations**

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

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

The Contractor shall appoint a representative at site on full time basis to supervise the execution of work and to receive instructions on behalf of the Contractor but only after obtaining the consent of the Procuring Agency for such appointment which consent shall not be 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.

### **4.3 Subcontracting**

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

### **4.4 Performance Security**

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

## **5. DESIGN BY CONTRACTOR**

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

The Contractor shall carry out design to the extent specified, as referred to in the Contract Data. The Contractor shall promptly submit to the Engineer/Procuring Agency all designs prepared by him, within fourteen (14) days of receipt the Engineer/Procuring Agency shall notify any comments or, if the design submitted is not in accordance with the Contract, shall reject it stating the reasons. The

Contractor shall not construct any element of the works designed by him within fourteen (14) days after the design has been submitted to the Engineer/Procuring Agency or which has been rejected. Design that has been rejected shall be promptly amended and resubmitted. The Contractor shall resubmit all designs commented on taking these comments into account as necessary.

## 5.2 Responsibility for Design

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

## 6. PROCURING AGENCY'S RISKS

### 6.1 The Procuring Agency's Risks

The Procuring Agency's Risks are:-

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

- i) physical obstructions or physical conditions other than climatic conditions, encountered on the Site during the performance of the Works, for which the Contractor immediately notified to the Procuring Agency and accepted by the Procuring Agency.

## 7. TIME FOR COMPLETION

### 7.1 Execution of the Works

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

### 7.2 Programme

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

### 7.3 Extension of Time

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

### 7.4 Late Completion

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

## 8. TAKING-OVER

### 8.1 Completion

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