

SEALED NOTICE INVITING TENDERS

Sealed tenders are invited as per S.P.P Rules 2010, (Amended 2017) from the interested persons / contractors / companies / firms on Standard Bidding Documents (SBDs) for procurement of the following works.

| S.# | Name Of Work | Tender Cost (Rs. In Million) | Contractors Category | Tender Fees | Completion period |
|-----|--|------------------------------|----------------------|-------------|-------------------|
| 1 | Rehabilitation And Improvement of Remaining Portion of Road from Rescue Station to Singharo near Coal Block-V (12.0 Kms) | 908.443 | C-2 & Above | 0.005 | 18 Months |

PROGRAMME FOR ISSUE / RECEIPT AND OPENING OF TENDERS.

| S.# | Particulars | 1 st Attempt | 2 nd Attempt (in case of un-responded tender) |
|-----|---|-------------------------|--|
| 1 | Last date of receipt of application and issuance of tenders after publication of the NIT in newspaper upto 1:00 P.M (any working day) | 09-04-2018 | 24-04-2018 |
| 2 | Tender will be receipt at 1:30 P.M and open on the same day at 2:30 P.M. | 09-04-2018 | 24-04-2018 |

TERMS AND CONDITIONS OF THE TENDERS

- Contract documents and other terms and conditions can be seen and blank tenders can be issued or downloaded from the official website of SPPRA i.e "e.pprasindh.gov.pk". The tenders fee amount to PK Rs.5000/- and the bid security 5% of bid amount in the shape of call deposit / Pay order / Demand Draft from any scheduled bank of Pakistan in favour of the undersigned should be attached with the Bid / Tenders, otherwise such tenders will not be entertained.
- Place of submission, inquiries and opening will be:-
 - Address : **Office of the undersigned situated at near NADRA Revenue Colony Mithi, Tharparkar.**
 - Telephone No. : **0232-920156**
 - Email Address : **Provincialhighwaydivisionthar@gmail.com**
- Terms & Conditions**
 - Under following conditions bid will be rejected:-
 - No conditional electronic and telegraphic bids / Tenders shall be accepted.
 - Bids not accompanied by bid security of required amount and form.
 - Bids received after specified date and time.
 - Affidavit to the effect that the Firm / Contractor have not been black listed previously by any executing agency.
 - Bid Validity period 90 days.**
- The tender will be opened in presence of the Procurement Committee i.e Executive Engineer Education Works Division Thar @ Mithi, Assistant Engineer, Provincial Highway Sub-Division Thar-I and the undersigned in presence of the Contractors or their authorized representative who may wish to be present.
- In case of any member of procurement committee happens to be out of Head Quarter on the date of opening bids will be submitted and opened on next working day.
- Affidavit with effect that all the documents / particulars / information furnished are true correct.
- In case of Firm, list of partners / Partnership Deed, giving full particulars of Directors / Proprietors or other connected along with Power of Attorney. In case of being sole proprietors such undertaking on Affidavit be furnished.
- The procurement authority reserves the right to reject any or all the tenders / bids as per SPPRA Rules 2010 (Amended 2017).

SPPRA INWARD DIARY
 NO: 7177
 DATED: 19-03-2018

9. Undertaking on stamp paper that firm is not involved in any kind of litigation, departmental rift abandoned or unnecessary delay in completion of any work in the Government and as well as in private organizations.


10. Single Stage One Envelope Procedure will be adopted.

➤ **Method of Procurement eligibility criteria / qualification.**

- i. Three years' experience in the similar type of works.
- ii. Turn-Over of at least last three years.
- iii. Registration with Income Tax, and Pakistan Engineering Council (Where applicable).


➤ **Eligibility Conditions for Intending Participants in case of works costing above Rs.4.00 (M) will be as under:-**

- i) Registration with Pakistan Engineering Council in the relevant field of specialization of work and to the extent of tender amount of each work with specialization in CE-01 CE-02 and CE-10.
- ii) Bio data of Engineering and Technical staff working with the firm.
- iii) Documentary evidence of works executed / works in progress of approximately same amount and specifications, their Satisfactory Completion and performance Certificate from the executing agency during last three years.
- iv) List of works in hand (along with copy of work order issued) and financial worth of the company / contractor indicating the financial capacity to handle the works. (Copy of Bank Statement showing the available balance and Annual Income Tax Returns of Last Three Years.
- v) Documentary evidence of previous experience in similar type of works in desert terrain.
- vi) List of Machinery and equipment available with documentary evidence of its ownership & an evidence showing the contractor/firm owns an Asphalt Plant along with the related machinery which are Tandom, PTR and Paver Machine.
- vii) Certificate of Bank showing credit worthiness along with Bank Statement.
- viii) Registration with Income Tax Department (NTN certificates) with activate status with Federal Board of Revenue.
- ix) Registration Certificate of Sindh Revenue Board Government of Sindh STN certificate.
- x) All documents from S.No. I to IX mentioned in terms and conditions of this N.I.T must be attached with the application for issuance of tenders, in case of shortage of any document the application will not be entertained.
- xi) In case the contractors have quoted the rate by more than 30% below from the Engineer's estimate or composite schedule of rates (CSR), the procuring agency have rights to reject such bids in the light of clause 11.3.4 (*amended 2017*).


Executive Engineer
Provincial Highway Division
Thar @ Mithi

Copy F.W.Cs to:-

1. Chief Engineer, Highways Hyderabad for favour of his kind information.
2. The Director Information (Advertisement) Public Relation Department Block-96 Sindh Secretariat Karachi for information alongwith copies of the Advertisement for its publication in Mass circulating Newspapers in insertion only.
3. The Director (A&F) Sindh Public Procurement Regulatory Authority, Barack No.08, Sindh Secretariat No.04-A, Court Road Karachi, alongwith required Tender Documents with CD write for favour of his kind information and up-loading on SPPRA website.
4. Director National Accountability Bureau Karachi PRCS Building 197/5 Dr. Daud Pota Road Cant Karachi..
5. Superintending Engineer Provincial Highway Circle Mirpurkhas.
6. Executive Engineers (all) Under Provincial Highway Circle Mirpurkhas.
7. Assistant Engineers (all) under Provincial Highway Division Thar @ Mithi.
8. Notice Board / Drawing Branch.
For information.


Executive Engineer
Provincial Highway Division
Thar @ Mithi



OFFICE OF THE EXECUTIVE ENGINEER
PROVINCIAL HIGHWAY DIVISION THAR @ MITHI.

NO:TC/G-55/253
Provincial Highway Division,
Thar @ Mithi. dated:-19/3/2018

To,

The Director (A & F),
Sindh public Procurement Regulatory
Authority, Govt. of Sindh, Karachi.

SUBJECT: - **Revised Annual Procurement Plan Submission of the.**


In compliance of Sindh Public Procurement Rules, 2010 (Amended 2017) under rule 11, the Tentative Revised Annual procurement Plan for the financial year 2017-18 (for first to fourth Quarter) in respect of this Division is submitted herewith for favour of your kind information

D/As above


Executive Engineer
Provincial Highway Division
Thar @ Mithi.

Copy F.W.Cs to the Chief Engineer Highways Hyderabad for favour of his kind information.

Copy F.W.Cs to the Superintending Engineer Provincial Highways Circle Mirpurkhas for favour of his kind information.


Executive Engineer
Provincial Highway Division
Thar @ Mithi.


**REVISED TENTATIVE ANNUAL PROCURMENT PLAN
(WORKS, GOODS & SERVICES)
Financial Year 2017-18 (for first to Fourth Quarter)**

| S.No | Description of Percurement | Quantity Where applicable | Estimated unfill cost (where applicable) | Estimated total cost | funds allocated | Source of funds (ADP / Non ADP) | Proposed Procurement Methods | Timing of Procurement | | | | Remarks |
|------|---|---------------------------|--|----------------------|-------------------------|---------------------------------|--|--------------------------------------|-------------------------------------|--------------------------------------|--------------------------------------|---------|
| | | | | | | | | 1st Qtr from July 2017 to Sept: 2017 | 2nd Qtr from Oct: 2017 to Dec: 2017 | 3rd Qtr from Jan: 2018 to March 2018 | 4th Qtr from April 2018 to June 2018 | |
| 1 | Construction of road from Mithi Diplo road at point Winger well Saghror Taran-jo-wat Bhadharo to Dodo Jat Mile 0/0-40/0 (64.36 Kms) | 1. Nos | Various item | 574.800 | 10.00 | ADP | Open competitive bidding single stage single envelop or as required as per SPPRA rules 2010 (Amended 2017) | 2.50 | 2.50 | 2.50 | 2.50 | |
| 2 | Construction of Link road from Kaplore to Jhamrari via vill. Manaro Sultan. (21 Kms) | 1. Nos | Various item | 241.279 | 20.00 | ADP | Open competitive bidding single stage single envelop or as required as per SPPRA rules 2010 (Amended 2017) | 5.00 | 5.00 | 5.00 | 5.00 | |
| 3 | Construction of road from Kunri to Kantio Mile 0/0-21/6 (35.00 Kms). | 1. Nos | Various item | 357.067 | 21.099 | ADP | Open competitive bidding single stage single envelop or as required as per SPPRA rules 2010 (Amended 2017) | 5.275 | 5.275 | 5.275 | 5.275 | |
| 4 | Construction of road from Ali Bunder Diplo road to Village Dandharo Soomar road (6.00 kms) | 1. Nos | Various item | 98.212 | 21.750 | ADP | Open competitive bidding single stage single envelop or as required as per SPPRA rules 2010 (Amended 2017) | 5.438 | 5.438 | 5.438 | 5.438 | |
| 5 | Construction of road from village Lakhnio to Kheme Jo Par town (5.00 kms) | 1. Nos | Various item | 78.027 | 17.500 | ADP | Open competitive bidding single stage single envelop or as required as per SPPRA rules 2010 (Amended 2017) | 4.375 | 4.375 | 4.375 | 4.375 | |
| 6 | Construction of road from Qasbo to Sorachand via Mir Muhammad Khoso (5.00 kms) | 1. Nos | Various item | 83.766 | 18.750 | ADP | Open competitive bidding single stage single envelop or as required as per SPPRA rules 2010 (Amended 2017) | 4.688 | 4.688 | 4.688 | 4.688 | |
| 7 | Construction of road from Gul Muhammad Rind to village Sakrio (13.00 kms) | 1. Nos | Various item | 297.000 | 74.318 | ADP | Open competitive bidding single stage single envelop or as required as per SPPRA rules 2010 (Amended 2017) | 18.580 | 18.580 | 18.580 | 18.580 | |
| 8 | M&R Mithi Diplo Road (45.00KM) (in portions) | 1. Nos | Various item | 98.752 | 98.752 | NON-ADP | Open competitive bidding single stage single envelop or as required as per SPPRA rules 2010 (Amended 2017) | 24.688 | 24.688 | 24.688 | 24.688 | |
| 9 | Construction of road from snjeelo to pirane Jo Par Via Bhojarho Nirwari Mile 0/0-1/7 (3.00 Kms) (Remaining work) | 1. Nos | Various item | 31.8152 | Block Schemes (15.00) M | ADP | Open competitive bidding single stage single envelop or as required as per SPPRA rules 2010 (Amended 2017) | 0.000 | 0.000 | 0.000 | 0.000 | |
| 10 | Construction of road from Islamkot Nagarparkar road to Borli Mahmood Shah Mile 0/0-1/7 (3.00 Kms) (Remaining Work) | 1. Nos | Various item | 31.4886 | | ADP | Open competitive bidding single stage single envelop or as required as per SPPRA rules 2010 (Amended 2017) | 0.000 | 0.000 | 0.000 | 0.000 | |
| 11 | Construction of road from Rathi to Village Bantari (7.00 Kms) | 1. Nos | Various item | 186.624 | - | NON-ADP | Open competitive bidding single stage single envelop or as required as per SPPRA rules 2010 (Amended 2017) | - | - | - | - | |
| 12 | M&R Anupani Bagal Road Mile 0/0-12/2 (19.70 Kms) (In Portions) | 1. Nos | Various item | 7.900 | 7.900 | NON-ADP | Open competitive bidding single stage single envelop or as required as per SPPRA rules 2010 (Amended 2017) | - | - | - | - | |

| S.No | Description of Percurement | Quantity Where applicable | Estimated until cost (where applicable) | Estimated total cost | funds allocated | Source of funds (ADP / Non ADP) | Proposed Procurement Methods | Timing of Procurement | | | | Remarks |
|------|--|---------------------------|---|----------------------|-----------------|---------------------------------|--|--------------------------------------|-------------------------------------|--------------------------------------|--------------------------------------|-------------------------------|
| | | | | | | | | 1st Qtr from July 2017 to Sept: 2017 | 2nd Qtr from Oct: 2017 to Dec: 2017 | 3rd Qtr from Jan: 2018 to March 2018 | 4th Qtr from April 2018 to June 2018 | |
| 13 | M&R Bagal Dahli Road Mile 0/0-8/6 (14.07 Kms) (In Portions) | 1. Nos | Various item | 4.204 | 4.204 | NON-ADP | Open competitive bidding single stage single envelop or as required as per SPPRA rules 2010 (Amended 2017) | - | - | - | - | |
| 14 | M&R Bagal Kheensar Road Mile 0/0-6/7 (11.00 Kms) (In Portions) | 1. Nos | Various item | 5.002 | 5.002 | NON-ADP | Open competitive bidding single stage single envelop or as required as per SPPRA rules 2010 (Amended 2017) | - | - | - | - | |
| 15 | i) Const. of road from Gharsyer to Hamir-Ji-Dhani (2.00 Kms). | 1. Nos | Various item | 30.762 | 6.00 | ADP | Open competitive bidding single stage single envelop or as required as per SPPRA rules 2010 (Amended 2017) | - | - | - | - | |
| 16 | ii) Const. of road from Ade-jo-Tar to Borli Mahmood Shah (5.00 Kms) Phase-I 1/7-3/1 (2.00 Kms) | 1. Nos | Various item | 32.151 | | ADP | Open competitive bidding single stage single envelop or as required as per SPPRA rules 2010 (Amended 2017) | - | - | - | - | |
| 17 | Construction of road from Diplo Sajai Gurrha Bah to Naukot Mile 0/0-35/0 (56.31 Kms) (Under Revision). | 1. Nos | Various item | 492.692 | 0.050 | ADP | Open competitive bidding single stage single envelop or as required as per SPPRA rules 2010 (Amended 2017) | - | - | - | - | Additional funds are demanded |
| 18 | Construction of road from Kunri Thar Nabisar to Chelhar Mile 0/0-25/0 (40.0 Kms). | 1. Nos | Various item | 279.352 | 1.00 | ADP | Open competitive bidding single stage single envelop or as required as per SPPRA rules 2010 (Amended 2017) | - | - | - | - | Additional funds are demanded |
| 19 | Const. of road from Mithi Loonhair Kharo Amrio - Gogassar Katho to Nohto Noon Mile 0/0-28/0 45 Km. | 1. Nos | Various item | 733.498 | 1.00 | ADP | Open competitive bidding single stage single envelop or as required as per SPPRA rules 2010 (Amended 2017) | - | - | - | - | Additional funds are demanded |
| 20 | Construction of road from Nenai to Hashim Khoe Rahma Paro mile 0/0-1/7 (3.00 Kms) | 1. Nos | Various item | 41.012 | - | NON-ADP | Open competitive bidding single stage single envelop or as required as per SPPRA rules 2010 (Amended 2017) | - | - | - | - | |
| 21 | Rehabilitation And Improvement of Remaining Portion of Road from Rescue Station to Singharo near Coal Block-V (12.0 Kms) | 1. Nos | Various item | 908.443 | - | ADP | Open competitive bidding single stage single envelop or as required as per SPPRA rules 2010 (Amended 2017) | - | - | - | - | |
| 22 | Construction of road from New Wango road to Sikander Bhoot mile 0/0-0/5 (1.00 Kms) | 1. Nos | Various item | 11.414 | - | NON-ADP | Open competitive bidding single stage single envelop or as required as per SPPRA rules 2010 (Amended 2017) | - | - | - | - | |
| 23 | Construction of road from New Wango to Sorkee mile 0/0-1/2 (2.00 Kms) | 1. Nos | Various item | 27.115 | - | NON-ADP | Open competitive bidding single stage single envelop or as required as per SPPRA rules 2010 (Amended 2017) | - | - | - | - | |
| 24 | Construction of road from Arbab Razaulah Mosque to Abdullah Lund mile 0/0-0/5 (1.00 Kms) | 1. Nos | Various item | 11.755 | - | NON-ADP | Open competitive bidding single stage single envelop or as required as per SPPRA rules 2010 (Amended 2017) | - | - | - | - | |
| 25 | Construction of road from Mithi Diplo road @ Point Berwani Stop to Korio mile 0/0-1/2 (2.00 Kms) | 1. Nos | Various item | 28.944 | - | NON-ADP | Open competitive bidding single stage single envelop or as required as per SPPRA rules 2010 (Amended 2017) | - | - | - | - | |

| S.No | Description of Percurement | Quantity Where applicable | Estimated until cost (where applicable) | Estimated total cost | funds allocated | Source of funds (ADP / Non ADP) | Proposed Procurement Methods | Timing of Procurement | | | | Remarks |
|--------------|--|---------------------------|---|----------------------|-----------------|---------------------------------|--|--------------------------------------|-------------------------------------|--------------------------------------|--------------------------------------|---------|
| | | | | | | | | 1st Qtr from July 2017 to Sept: 2017 | 2nd Qtr from Oct: 2017 to Dec: 2017 | 3rd Qtr from Jan: 2018 to March 2018 | 4th Qtr from April 2018 to June 2018 | |
| 26 | Construction of road from Bhonio road to Village Keetar via Keetari Mile 0/0-5/0 (8.00 Kms) | 1. Nos | Various item | 53.856 | - | NON-ADP | Open competitive bidding single stage single envelop or as required as per SPPRA rules 2010 (Amended 2017) | - | - | - | - | |
| 27 | Construction of road from Chachi Mora road to Khansin Baboo Pir mile 0/0-1/2 (2.00 Kms) | 1. Nos | Various item | 28.339 | - | NON-ADP | Open competitive bidding single stage single envelop or as required as per SPPRA rules 2010 (Amended 2017) | - | - | - | - | |
| 28 | Construction of road in Cheenchari Juneja to Qasimabad mile 0/0-0/5 (1.00 Kms) | 1. Nos | Various item | 13.306 | - | NON-ADP | Open competitive bidding single stage single envelop or as required as per SPPRA rules 2010 (Amended 2017) | - | - | - | - | |
| 29 | Construction of road from Gahkharach to Munhar mile 0/0-2/4 (4.00 Kms) | 1. Nos | Various item | 59.677 | - | NON-ADP | Open competitive bidding single stage single envelop or as required as per SPPRA rules 2010 (Amended 2017) | - | - | - | - | |
| 30 | Construction of road from Liakharo Diplo road to Turkiar Gul Muhammad Paro mile 0/0-1/7 (3.00 Kms) | 1. Nos | Various item | 42.046 | - | NON-ADP | Open competitive bidding single stage single envelop or as required as per SPPRA rules 2010 (Amended 2017) | - | - | - | - | |
| 31 | Construction of road from Village Sobharo Shah Ali Murad Paro mile 0/0-0/5 (1.00 Kms) | 1. Nos | Various item | 13.969 | - | NON-ADP | Open competitive bidding single stage single envelop or as required as per SPPRA rules 2010 (Amended 2017) | - | - | - | - | |
| Total | | | | 4904.268 | 307.325 | | | 70.543 | 70.543 | 70.543 | 70.543 | |

Note:- This Programme is provisional may be amended accordance to the release of funds.


Executive Engineer
Provincial Highway Division
Thar @ Mithi



Attention Qamar Shah / Basim Khan

**GOVERNMENT OF SINDH
WORKS & SERVICES DEPARTMENT**

Karachi dated 19th August, 2016.

NOTIFICATION

No.E&A(W&S)3-9/2014 (PHD-THAR): In supersession of this Department's Notification of even number dated 01-04-2016 and with the approval of Competent Authority, Procurement Committee, in terms of Rule-7 of Sindh Public Procurement Rules-2010 (Amended 2013), is hereby constituted for procurement of "Goods / Works" in the Office of **Executive Engineer, Provincial Highways Division, Tharparkar @ Mithi** excluding, procurement involving foreign exchange, with the following composition:-

- | | |
|---|----------|
| i. Executive Engineer, Provincial Highways Division, Thar @ Mithi | Chairman |
| ii. Executive Engineer, Education Works Division, Thar @ Mithi | Member |
| iii. Assistant Engineer, Highways Sub-Division, Thar-I @ Mithi | Member |

2. The Functions & Responsibilities of the Committee will be same as specified in Rules-7 & 8 of Sindh Public Procurement Rules-2010.

SECRETARY TO GOVT. OF SINDH

No.E&A(W&S)3-9/2014 (PHD-Thar)

Karachi, dated the 19th August, 2016.

A copy is forwarded for information to:-

1. The Accountant General, Sindh, Karachi.
2. The Managing Director, SPPRA, Karachi.
3. The Chief Engineer (Highways), Hyderabad.
4. The Chairman / Members of the Committee.
5. The Deputy Director (Monitoring), PM&E Cell, W&SD.
6. P.S to Minister, Works & Services Sindh.
7. P.S to Secretary, W&S Department.
8. Notification file.

As Amman
19/8/2016

**SECTION OFFICER (GENERAL)
FOR SECRETARY TO GOVT. OF SINDH**



GOVERNMENT OF SINDH
SERVICES, GENERAL ADMINISTRATION &
COORDINATION DEPARTMENT

NOTIFICATION

NO.SO(C-IV) SGA&CD/4-64/09: The Government of Sindh has been pleased to constitute a Complaint Redressal Committee as per SPPRA Rules 2010 (31), with the following composition and TORs:-

| | | |
|---|---|----------|
| 1 | Additional Chief Secretary (Dev.), P&D Department, Govt. of Sindh | Chairman |
| 2 | Representative of the Accountant General Sindh | Member |
| 3 | Mr. Manzar Zahoor, Independent Professional | Member |

Terms of Reference:

- Prohibit the procurement committee from acting or deciding in a manner, inconsistent with these rules and regulations.
- Annual in whole or in part, any unauthorized act or decision of the procurement committee.
- Reverse any decision of the procurement committee or substitute its own decision for such a decision.

CHIEF SECRETARY SINDH

Karachi, dated the 10th March, 2012.

NO: SO(C-IV) SGA&CD/4-64/09

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

- Senior Member, Board of Revenue Sindh.
- Additional Chief Secretary (Dev.), P&D Department, Govt. of Sindh.
- Additional Chief Secretary, Home Department, Govt. of Sindh.
- Secretary to Governor Sindh.
- Secretary to Chief Minister Sindh.
- Administrative Secretaries (All) Govt. of Sindh, *Public Services*
- Chairman / Member of the Committee.
- Deputy Secretary (Staff) to Chief Secretary Sindh.
- P.S. to Chief Secretary Sindh.
- P.S. to Secretary (I&C), SGA&CD.
- Master file.

C.S.
10/03/2012
SECTION OFFICER (C-IV)

113/3
17/3
copy to all P.Ds
C-ES
7/3/12
17/4

SPPRA BIDDING DOCUMENT

STANDARD FORM OF BIDDING DOCUMENT

FOR

PROCUREMENT OF WORKS

(For Contracts (Large) amounting more than Rs. 50 (M))

SR.NO.01


NAME OF WORK:- Rehabilitation and improvement of remaining portion of road from
Rescue Station to Singhario near Coal Block-V (12.00 Kms)

ISSUE TO:-

TENDER FEE:- 5000/-

DR NO:- **DATED:-**

CONTRACTOR


EXECUTIVE ENGINEER
PROVINCIAL HIGHWAYS DIVISION
JHAR @ MITHI

INSTRUCTIONS TO
PROCUREMENT AGENCIES

INSTRUCTIONS TO PROCURING AGENCY

(Not to be included in bidding documents)

As stated in Clause IB.7 of the Instructions to Bidders, the complete bidding documents shall comprise of eleven items listed therein and any Addenda issued in accordance with Clause IB.9. The Standard Bidding Documents, in addition to Invitation for Bids, includes the following:

1. Instructions to Bidders.
2. Bidding Data.
3. General Conditions of Contract, Part I (GCC).
4. Special Conditions of Contract, Part II (SCC).
5. Specifications
6. Form of Bid and Appendices to Bid.
7. Bill of Quantities.
8. Form of Bid Security.
9. Form of Agreement.
10. Form of Performance Security, Mobilization Advance Guarantee, Indenture Security Bond and Integrity pact.
11. Drawings.

The Instructions to Bidders can be used as given. Procuring agency may have to make changes in the text under some special circumstances subject to provisions of Rules and Regulations.

General Conditions of Contract shall not be changed. Procuring agency may carry out changes in General Conditions of Contract through Special Conditions of Contract, as per provisions of Sindh Public Procurement Rules 2010, updated from time to time, in Province of Sindh. However, such changes in General Conditions shall be made with due care. Completion of the Forms and preparation of Bill of Quantities should be made as suggested hereinafter.

Procuring Agency is required to prepare the following documents for completion of the bidding documents:

- (i) Special Conditions of Contract Part-II (SCC)
- (ii) Specifications.
- (iii) Bill of Quantities.
- (iv) Drawings

A. Notice Inviting Tender

1. The "Notice Inviting Tender" is advertised in the newspapers shall appear in at least three widely circulated leading dailies of English, Urdu and Sindhi languages as well as on SPPRA Website as explained in the SPP Rules, 2010 (17) (2). All the blank spaces are to be filled in by the procuring agency.
2. The eligible bidders are defined in Clause IB.3 of Instructions to Bidders.
3. The notice shall be published so as to give the interested bidders, sufficient time for preparation and submission of bids which shall be minimum of 15 days for National

7. Referring to IB 15.1 of bidding data, the amount is to be filled in by the procuring agency; bid security shall not be below than one percent and not exceeding five percent of the bid price SPP Rule 37(1).

C. Form of Bid and Appendices to Bid

1. Form of Bid:

Only Bid Reference Number shall be filled in by the procuring agency (refer Para A.8 above). All other blanks spaces are to be filled in by the bidder.

2. Appendix-A to Bid:

- (a) The minimum amount of third party insurance should be assessed by the procuring agency and entered at Sr. No. 3.
- (b) The time for completion of the whole of the works shall be entered by the procuring agency at Sr. No. 5.
- (c) The amount of Liquidated Damages per day of delay shall be entered by the procuring agency at Sr. No. 7.

Amount of the Liquidated Damages for each day of delay in completion of the whole of the works, or if applicable, for any Section thereof, shall be (a sum equal to 10% of the estimated cost of the works divided by one-fourth of the number of days specified as completion time).

Formula: LD (per day) = 10% of Estimated or Bid Cost ÷ [0.25 × Time for completion (days)].

- (d) The Defects Liability Period is to be entered by the procuring agency keeping in view the nature and size of the work at Sr. No. 7.

This is generally taken as 365 days/one year.

- (e) The minimum amount of Interim Payment Certificate should be determined by the procuring agency depending upon the size and duration of the works and to be entered at Sr. No 10.

3. Appendix-B to Bid:

Where foreign currency payments are foreseen; the entire Appendix-B to bid should be left blank to be filled in by the bidder.

Where no foreign currency payments are foreseen, the procuring agency should stamp this Appendix-B as "Not Used" and, referring to 1.1.4.6 and 13.4 of GCC, and state in SCC that all payments shall be in local currency only. Clause IB-13 should also be modified accordingly through the changes in bidding data.

depending upon the nature of the works.

Percentage for overhead and profit on labour and materials, and the total amounts should be left blank to be filled in by the bidder.

Day Work summary is to be left blank to be filled in by the bidder.

6. Appendix-E to Bid:

If the procuring agency requires partial completion of the works by sections (for example Parts-A, B, C etc.), these should be identified and time for completion thereof, are to be specified, and the blank spaces may be filled in by the procuring agency.

7. Appendix-F to Bid:

The procuring agency may expand the requirements as stated in this Appendix, keeping in view the requirements of the works.

8. Appendix-G to Bid:

It pertains to the list of major equipments to be provided by the bidder if applicable. All blank spaces are to be filled in by the bidder.

9. Appendix-H to Bid:

The bidder has to provide details about camps and housing facilities. Procuring agency may modify the requirements as stated in this Appendix, keeping in view requirements of the works.

10. Appendix-I to Bid:

The bidder has to provide list of sub-contractors along with the details of works assigned. The blank spaces are to be filled in by the bidder.

11. Appendix-J to Bid:

The bidder has to provide the estimated value of work to be executed in the period mentioned therein. The blank spaces are to be filled in by the bidder.

12. Appendix-K to Bid:

The bidder has to provide the organizational chart for supervisory staff and labour. The blank spaces are to be filled in by the bidder.

13. Appendix-L to Bid:

Procuring agency shall provide the Integrity Pact form duly signed, stamped and submit the same along with the bid.

by the procuring agency, then Consultant's Engineer, as the case may be, are to be entered by the procuring agency to completely fill in the blanks in Sub-Clause 1.3.

F. Specifications.

To be prepared and incorporated by the procuring agency.

(Precise and clear specifications are prerequisite for bidders to respond realistically and competitively to the requirements of the procuring agency without qualifying or conditioning their bids. In the context of both national and international competitive bidding, 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 materials, plant, other supplies, and workmanship to be provided. Only if this is done, the objectives of economy, efficiency and equality in procurement will be realized, responsiveness of bids be ensured, and the subsequent task of bid evaluation be facilitated. The specifications should require that all materials, plant, and other supplies to be incorporated in the works are new, unused, of the most recent or current models, and incorporate all recent improvements in design and materials unless provided otherwise in the contract. A clause setting out the scope of the works is often included at the beginning of the specifications, and it is customary to give a list of the drawings. Where the contractor is responsible for the design of any part of the permanent works, the extent of his obligations must be stated.

Specification shall be generic and shall not include references to brand names, model numbers, catalogue numbers or similar classifications. However, if the procuring agency is convinced that the use of or a reference to a brand name or catalogue number is essential to complete an otherwise incomplete specification, such use or reference shall be qualified with the words "or equivalent".

Care must be taken in drafting specifications to ensure that they are not restrictive. In the specification of standards for materials, plant, other supplies, and workmanship, recognized international standards should be used as much as possible. The specifications shall consider all site conditions, but not limited to seismic and weather conditions, and environmental impact. Where other particular standards are used, whether national or other standards, the specifications should state that materials, plant, other supplies, and workmanship meeting other recognised standards, and which ensure equal performance, to the mentioned standards, will also be acceptable.)

G. Drawings

To be prepared and incorporated by the procuring agency.

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INVITATION
FOR BIDS

NOTICE INVITING TENDERS

Date: _____
Federal/Provincial/Local Government Funds/ Loans / Grant No: _____
Bid Reference No: _____

1. The _____ (the
(Name of Procuring Agency)
"Procuring Agency") has received/ applied for loan/grant/funds from the _____ towards the cost of _____
(Name of Funding Agency/GOP/Provincial Government/Any Other) (Name of Project/Scheme)
and it is intended that part of the proceeds of the loan/grant/funds will be applied to eligible payments under the contract for the _____
(Brief description of the Works)
Bidding is open to all interested bidders.
2. Procuring agency invites sealed bids from interested firms or persons licensed by the Pakistan Engineering Council (PEC) in the category _____ or above for the works and in discipline _____ and registered with relevant tax authorities. A foreign bidder is entitled to bid only in a joint venture with a Pakistani Firm in accordance with the relevant provisions of PEC bye-laws.
3. Bidders may obtain information by acquiring the bidding documents (BD) from the Office of the procuring agency, up to (Insert the date and time) _____ at _____
(Mailing Address)
4. A complete set of BD may be purchased by an interested bidder on submission of a written application to the above office and upon payment of a non-refundable fee of Rs. _____
(Insert Amount)
5. All bids must be accompanied by a bid security in the amount of Rs. _____ (Rupees _____) or an equivalent amount in a freely convertible currency, and must be delivered to _____
(Indicate Address and Exact Location)
at or before _____ hours, on _____ (Date). Bids will be opened at _____ hours on the same day, in the presence of bidder's representatives who choose to attend at the same address. (Indicate address and exact location if it differs).
6. Procuring agency reserves right to annul the bidding process and reject all bids or proposals, as per SPP Rules 2010.

[Note: the bids shall be opened not later than one hour after the deadline for submission of bids]

INSTRUCTIONS
TO
BIDDERS

INSTRUCTIONS TO BIDDERS

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

A. GENERAL

IB.1 Scope of Bid

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

IB.2 Source of Funds

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

IB.3 Eligible Bidders

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

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

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

expenses incurred as a result of such inspection.

B. BIDDING DOCUMENTS

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

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

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

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

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

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

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

IB.9 Addendum/Modification of Bidding Documents:

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

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

9.3 To afford bidders reasonable time in which to take an addendum into account in

this authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the joint venture partners;

- (b) the bid, and in case of a successful bid, the Form of Contract Agreement shall be signed by the authorized partner so as to be legally binding on all partners;
- (c) the partner-in-charge shall always be duly authorized to deal with the procuring agency regarding all matters related with and/or incidental to the execution of works as per the terms and Conditions of Contract and in this regard to incur any and all liabilities, receive instructions, give binding undertakings and receive payments on behalf of the joint venture;
- (d) all partners of the joint venture shall at all times and under all circumstances be liable jointly and severally for the execution of the contract in accordance with the contract terms and a statement to this effect shall be included in the authorization mentioned under Sub-Para (a) above as well as in the Form of Bid and in the Form of Contract Agreement (in case of a successful bid);
- (e) a copy of the agreement entered into by the joint venture partners shall be submitted with the bid stating the conditions under which it will function, its period of duration, the persons authorized to represent and obligate it and which persons will be directly responsible for due performance of the contract and can give valid receipts on behalf of the joint venture, the proportionate participation of the several firms forming the joint venture, and any other information necessary to permit a full appraisal of its functioning. No amendments / modifications whatsoever in the joint venture agreement shall be agreed to between the joint venture partners without prior written consent of the procuring agency;
- (f) submission of an alternative Letter of Intent to execute a Joint Venture Agreement shall be mandatory.

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

IB.12 Bid Prices

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

12.2 The bidders shall fill in rates and prices for all items of the works described in the Bill of Quantities. Items against which no rate or price is entered by a bidder will not be paid for by the procuring agency when executed and shall be deemed to be covered by rates and prices for other items in the Bill of Quantities. In case of Composite Schedule of Rates, if the bidder fails to mention the percentage above or below, it shall be deemed to be at par with the rates of Composite Schedule of Rates.

12.3 The bid price submitted by the contractor shall include all rates and prices including

IB.15 Bid Security

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

IB.16 Alternate Proposals/Bids

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

postal addresses at which notices may be legally served on them and to which all correspondence in connection with their bids and the contract is to be sent.

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

D. SUBMISSION OF BIDS

IB.19 Sealing and Marking of Bids

19.1 Each bidder shall submit his bid as under:

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

19.2 The inner and outer envelopes shall:

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

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

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

IB.20 Deadline for Submission of Bids

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

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

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

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

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

IB.25 Clarification of Bid (SPP Rule 43)

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

IB.26 Examination of Bids and Determination of Responsiveness

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

IB.27 Correction of Errors before Financial Evaluation

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

IB.28 Financial Evaluation and Comparison of Bids

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

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

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

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

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

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

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

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 debaring him from participation in future bidding process.

IB.35 Integrity Pact (SPP Rule 89)

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

IB.36 Instructions not Part of Contract

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

IB.37 Arbitration (SPP Rule 34)

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

BIDDING
DATA

BIDDING DATA

INSTRUCTIONS TO BIDDERS

Clause Reference:- Rehabilitation and improvement of remaining portion of road from Rescue Station to Singharjo near Coal Block-V (12.00 Kms)

1.1 **Name of Procuring Agency: - EXECUTIVE ENGINEER PROVINCIAL HIGHWAYS DIVISION THAR @ MITHI**

Brief Description of Works:-

5.1 (a) Procuring Agency's address: **PROVINCIAL HIGHWAYS DIVISION THAR @ MITHI**

(b) Engineer's address: **PROVINCIAL HIGHWAYS DIVISION THAR @ MITHI**

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

11.2 The bidder has the financial, technical and constructional capability necessary to perform the Contract as follows: As published in NIT.

i. Financial capacity: (*must have turnover of Rs _____ Million*).

ii. Technical capacity: *Registration _____*

iii. Construction Capacity: (*45 of equipment*).

12.1 (a) A detailed description of the Works, essential technical and performance characteristics.

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

13.1 **Amount of Bid Security : - @ (5%) Rs. (M)**

14.1 **Period of Bid Validity: - (90 Days).**

14.4 **Number of Copies of the Bid to be submitted:**

One original plus Nil copies.

14.6 (a) Procuring Agency's Address for the Purpose of Bid Submission: - **OFFICE OF THE EXECUTIVE ENGINEER PROVINCIAL HIGHWAYS DIVISION THAR @ MITHI**

15.1 **Deadline for Submission of Bids:-**

Time: at 1:30 PM on: / /2018.

16.1 **Venue, Time, and Date of Bid Opening:- / /2018 THAR @ MITHI**

Venue: **OFFICE OF THE EXECUTIVE ENGINEER PROVINCIAL HIGHWAYS
DIVISION THAR @ MITHI**

@ Mithi received back on 1:30 noon & opening @2:30PM on: 9 / 4 / 2018.

16.4 **Responsiveness of Bids:-**

- (i) Bid is valid till required period,
- *(ii) Bid prices are firm during currency of contract/Price adjustment;
- (iii) Completion period offered is within specified limits,
- (iv) Bidder is eligible to Bid and possesses the requisite experience, capability and qualification.
- (v) Bid does not deviate from basic technical requirements and
- (vi) Bids are generally in order, etc.

*Procuring agency can adopt either of two options. *(Select either of them)*

- (a) **Fixed Price contract:-** In these contracts no escalation will be provided during currency of the contract and normally period of completion of these works is up to 3 months from the date of start.
- (b) **Price adjustment contract:-** In these contracts escalation will be paid only on those items and in the manner as notified by Finance Department, Government of Sindh, after bid opening during currency of the contract.

Deposit Receipt No. _____ Charged Rs: _____ Dated: / / 2018.

C.D No. _____ Rs. _____ Dated: / / 2018

Bank _____

CONTRACTOR


**EXECUTIVE ENGINEER
PROVINCIAL HIGHWAYS DIVISION
THAR @ MITHI**

FORM OF BID
(LETTER OF OFFER)

Bid Reference No. TC/G-55/ 252 /of 2018 19/3 dated:

NAME OF WORK: - Rehabilitation and improvement of remaining portion of road from Rescue Station to Singharo near Coal Block-V (12.00 Kms)

To:

**THE EXECUTIVE ENGINEER,
PROVINCIAL HIGHWAYS DIVISION
THAR @ MITHI.**

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 Rs. (5%) _____ /- drawn in your favour or made payable to you and valid for a period of twenty eight (90) 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 (90-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 _____, 2018

Signature _____

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

Contractor:- Mr. / M/S. _____

(Seal)

Address _____
Witness: _____

(Signature) _____

Name: _____

Address: _____

SCHEDULE –A TO BID

SCHEDULE OF PRICES SUMMARY OF BID PRICES.

NAME OF WORK:- **Rehabilitation and improvement of remaining portion of road from
Rescue Station to Singhario near Coal Block-V (12.00 Kms)**

| Bill No. | Description | Total Amount (Rs) |
|--|------------------------------|--------------------------|
| 1 | Part-A Road Work | Rs |
| 2 | Part-B Protection Wall | Rs. |
| 3 | Part-C 3.0ft' Span Culverts | Rs. |
| 4 | Part-C 10.0ft' Span Culverts | Rs. |
| Total Bid Prices (The amount to be entered in Paragraph 1 of the Form of Bid) (In words). | | Rs. |

SCHEDULE-B (ROAD WORK)
REHABILITATION AND IMPROVEMENT OF REMAINING PORTION OF ROAD FROM RESCUE STATION TO SINGHARIO
NEAR COAL BLOCK-V (12.0 KMS)

MEASUREMENT CUM ABSTRACT SHEET

| S.NO | ITEM OF WORK | QTY: | RATE | UNIT | AMOUNT. |
|-------|---|---------------------|------|--------------------|-----------------------------|
| 1 | <u>CLEARING AND GRABING</u> Clearing and grubbing the site by cutting, uprooting and removing all rubbish and shrubs including disposal to (outside limits) designated places. | Say Qty: 234531 | SFT | Rs. 97.07 P.%Sft | Rs. 227,659 |
| 2 | <u>NATURAL GROUND COMPACTION</u> Compaction of Natural Ground upto a depth of 20cm (8"inch) below the natural ground level compacted upto 90% density modified AASHTO. | Say Qty: 390885 | SFT | Rs. 177.56 P.%Sft | Rs. 694,055 |
| 3 | <u>CUT.</u> Earth Work excavation in ashes, sand soft soil or silt clearance including all lifts and leads. | Say Qty: 50448706 | CUM | Rs. 1663.75 P.%Cf | Rs. 83,934,035 |
| 4 | <u>FILL.</u> Earth work excavation in ashes sand soft soil or silt clearance including all lifts and leads, dressing and leveling of earth work to design section etc complete.(Also sand soft soil or silt)Earth work compaction by sheep foot roller with optimum context upto 85% density asper modified AASHO specifications. | Say Qty: 16,567,900 | Cft | Rs. 3206.13 P.%Cf | Rs. 53,118,841 |
| 5 (a) | <u>IMPROVE SUB - GRADE</u> Preparing improved Sub-Grade consisting of 30 cm (12" inch thick) under Sub-Base with an approved blended materials of PI not more than 6%, uniformly mixed, compacted to 95% of max: dry density as per Modified AASHTO shall have CBR value more than 8% (Rate i/c cost of A3 material for belending i/c its carriage upto 3+3=6.0 miles). | Say Qty: 1549944 | CFT | Rs. 12149.01 P%0Cf | Rs. 18,830,285 |
| (b) | Earth work embankment from borrow pits including laying in 6" layers, clod breaking ramming dressing complete, lead upto 100 ft: lift upto 5 ft: (Inordinary soil) | | | | |
| (b) | 95% Compaction Shoulders | Say Qty: 875282 | CFT | Rs. 11977.82 P%0Cf | Rs. 10,483,970 |
| | | | | | Total Rs. 29,314,255 |
| 6 | <u>GRANULAR SUB-BASE COURSE.</u> Preparing Sub-Base by supplying and spreading well graded pit or bed run gravel having a liquit limt not greater than 25 and plasticity index not greater than 6 in proper camber and grade including watering rolling and compacting in layers, thickness of each compacted layer not exceeding 6" compacted upto 98-100% density as per modified AASHO density (Rate i/c all cost of materials T&P and carriage upto 3 chanins). | Say Qty: 721768 | CFT | Rs. 11696.88 P%0Cf | Rs. 84,424,337 |
| 7 | <u>CUT BACK ASPHALT FOR BITUMINOUS PRIME (NHA SCH.L.NO.302 (a)P-192)</u> | Say Qty: 734184 | SFT | Rs. 1725.78 P.%Sft | Rs. 12,670,401 |
| 8 | <u>AGGREGATE BASE COURSE</u> Providing and laying Aggregate base course in proper grade and camber having CBR 80% as per AASHO standard specifications i/c spreading and compacting by approved mechanical menas (Mortor grader, vibratory roller and smooth wheel roller etc) watering to maintain the moisture content the compaction of each layer shall 100 percent to the max dry density (Rate i/e all cost of materials T&P and carriage upto 3 chain). | Say Qty: 1445151 | CFT | Rs. 13548.29 P%0Cf | Rs. 195,793,248 |
| 9 | <u>CUT-BACK ASPHALT FOR BITUMINOUS PRIME</u> | Say Qty: 978912 | SFT | Rs. 1143.43 P.%Sft | Rs. 11,193,173 |

10 TRIPLE SURFACE TREATMENT

Providing Two coats surface dressing on new or existing surface with 40+25+14=79Lbs of bitumen of 80-800 penetration 5.5+2.75+1.9.75 Cft cruch bajri 1/2"-3/4" guage including cleaning to road surface rolling after each coat etc complete. Rate including all cost of materials T&P and carriage upto site of work.

Say Qty: 535139 SFT Rs. 4579.52 P.%Sft Rs. 24,506,798

11 100 MM ASPHALT CONCRETE BINDER COURSE

Providing and laying Plant mixed Asphalt Concrete Binder Course compacted thickness 4 inches (100mm thick) as per approved job mix formula using crush aggregate from approved sources. Using asphalt of grade 60/70 during laying temperature not less than 140C compacted by steel wheel & PTR roller. The procedure of laying binder course material & methodology shall fully comply with AASHTO and as directed by Entineer Incharge. Minimum bitumen content should be 3.5% binder course shall be spread using pvaer machine. Rolling & Finishing to design proper grade line level and camber etc: (Machinery with POLs cost of material carriage).

Say Qty: 978912 SFT Rs. 17031.06 P.%Sft Rs. 166,719,090

12 50 MM ASPUALT CONCRETE VEARING COURSE

Laying to proper line & grade plant mised Asphalt Concrete paver finished (Hydraulic/Electronic control) prepared to specified formula according to job mix formula approved by Enginer Incharge i/c rolling & Finishing to proper line and grade level and camber etc complete. Rate include tack coat with bitumen 80-100 penetration and all cost of material Roller, T & P and carriage of material from source of supply to pant and plant to site of work (Bitumen 102.29 Lbs for mixing pland and 15 lbs

Say Qty: 978912 SFT Rs. 9932.36 P.%Sft Rs. 97,229,064

13 MISCELLANEOUS

(A) THERMO PLASTIC PAINT

Line Marking with Reflectoral Thermo Plastic Paint of road surface.

Say Qty: 101970 Rft Rs. 41.24 P.Rft Rs. 4,205,242

(B) Cat eyes

Providing and fixing of road (CAT EYES) and as per plan etc site of work fixing and position required section as directed etc complet.

Say Qty: 9695 Nos Rs. 596.23 NOS Rs 5,780,450

(C) P/F of village / Town Boards.

Providing & Fixing Informatory Sign Rectangular shape 4'xx3" comprizing 2 Nos: 3" Dia G.I pipe Post i/c Painting, writing as directed each.

12 Nos: Rs. 16956.0 NOS Rs 203,472

(D) P/F Traffic Sign Category.

Providing & Fixing traffic sign 3" dia G.I.Pipe post and sign of equilateral tringle /circularshape each side 3' long i/c Painting, Marking as directed each.

35 Nos: Rs. 14600.0 NOS Rs 511,000

(E) P.F K.M Stones

KILOMETER POST Providing & fixing Precast RCC Km Posts i/c foundation work, Painting and lettering as directed each.

13 Nos: Rs. 5600.0 NOS Rs. 72,800

SUB-TOTAL-I 770,597,920

Premium except item No.7, 9, 10 & 11 Rs:-

Premium on item No.11 & 12 Rs:-

Premium on item No.9 Rs:-

12466 Rs: 19,082,990

GRAND TOTAL Rs:-

Ded: Diff: of Bitumen 1530.803 Ttons

Contractor

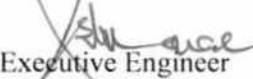
[Signature]
Executive Engineer
Prov: Highway Division
Thar @ Mithi

SCHEDULE-B (3.0 ft' SPAN BOX CULVERT)

**REHABILITATION AND IMPROVEMENT OF REMAINING PORTION OF ROAD FROM
RESCUE STATION TO SINGHARIO NEAR COAL BLOCK-V (12.0 KMS)**

| S. No: | Item | Calculations | Rate | Unit | Amount |
|--------|---|--------------|--------------|-------------------|--------------------|
| 1 | Excavation in foundation of building bridges and other structure i/c degbiling dressing refilling around | | | | |
| Say | 2830 Cft | | @Rs: 3176.25 | %0 Cft | Rs.8989/- |
| 2 | Cement concrete brick or stone ballast 1-1/2" to 2" gauge ratio 1:4:8 | | | | |
| Say | 274 Cft | | @Rs: 9416.28 | %Cft | Rs.25801/- |
| 3 | Fabrication of mild steel reinforcement for cement concrete including cutting bending laying in position | | | | |
| Say | 44.53 Cwt | | @Rs: 5001.70 | P.Cwt | Rs.222726/- |
| 4 | R.C.C work including all labour and material except the cost of steel reinforcement and its labour for binding and kinds of forms moulds lifting shuttering curring rendering and finishing the exposed surface includes screening and washing of shingle R.C.C work in roof slab beam columns rafts lintels and other structure main bars in position complete in all respect ratio 1:2:4. | | | | |
| Say | 1261 Cft | @Rs: 337.00 | | P.Cft | Rs.424957/- |
| | | | | Total | Rs.682473/- |
| | | | | Premium | |
| | | | | 13 3.0ft' Culvert | _____ |
| | | | | G.Total | _____ |

CONTRACTOR


Executive Engineer
Provl:Highway Division
Thar @ Mithi

SCHEDULE-B (10ft' SPAN BOX CULVERT)

REHABILITATION AND IMPROVEMENT OF REMAINING PORTION OF ROAD FROM RESCUE STATION TO SINGHARIO NEAR COAL BLOCK-V (12.0 KMS)

MEASURMENT CUM ABSTRACT

| S. No: | Item | Calculations | Rate | Unit | Amount |
|--------|--|--------------|--------------|--------|--------------------|
| 1 | Excavation in foundation of building bridges and other structure i/c degbiling dressing refilling around | | | | |
| Say | 7330 Cft | | @Rs: 3176.25 | %0 Cft | Rs.23282/- |
| 2 | Cement concrete brick or stone ballast 1-1/2" to 2" gauge ratio 1:4:8 | | | | |
| Say | 624 Cft | | @Rs: 9416.28 | %Cft | Rs.58758/- |
| 3 | Fabrication of mild steel reinforcement for cement concrete including cutting bending laying in position | | | | |
| Say | 120.38 Cwt | | @Rs: 5001.70 | P,Cwt | Rs.602080/- |
| 4 | R.C.C work including all labour and material except the cost of steel reinforcement and its labour for | | | | |
| Say | 2296 Cft | @Rs: 337.00 | | P.Cft | Rs.773752/- |

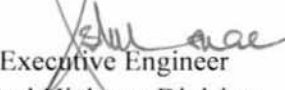
Sub-Total **Rs.1457872/-**

Premium

2 10.0ft' Culvert _____

G.Total _____

Contractor


Executive Engineer
Proyl:Highway Division
Thar @ Mithi

SCHEDULE-B (TOE WALL / PROTECTION WALL)
REHABILITATION AND IMPROVEMENT OF REMAINING PORTION OF ROAD FROM
RESCUE STATION TO SINGHARIO NEAR COAL BLOCK-V (12.0 KMS)

| S# | Item of Work | Qty: | Rate Unit | Amount |
|--------------------|--|----------|---------------------|---------------|
| 1 | Excavation on foundation of building , bridges and other structure including dag belling dressing refilling around structure with excavated earth watering and ramming | 1000 Cft | 3176.25 % 0 Cft Rs. | 3176 |
| 2 | Cement concrete brick or stone ballast 1.5" to 2" guage ratio 1:4:8. | 250 Cft | 9416.28 % Cft Rs. | 23541 |
| 3 | Cement concrete plain including placing compacting finishing and curing complete including screening and washing and stone aggregate without shuttering ratio 1:2:4. | 450 Cft | 14429.25 P% Cft Rs. | 64932 |
| 4 | Errection of removal of centering (Vertical) line class | 300 Cft | 3127.41 P.%Sft Rs. | 9382 |
| Total:- Rs. | | | | 101030 |
| Premium Rs. | | | | |
| 16600 Rft Rs. | | | | |
| G.Total Rs. | | | | |

CONTRACTOR


 EXECUTIVE ENGINEER
 PROVINCIAL HIGHWAY DIVISION
 PHAR @ MITHI

NOTES ON BIDDING DATA

This Section is intended to assist the procuring agency in providing the specific information in relation to corresponding clauses in Instructions to Bidders and should be prepared to suit each individual contract.

The procuring agency should provide in the bidding data information and requirements specific to the circumstances of the procuring agency, the processing of the bid, the applicable rules regarding bid price and currency, and the bid evaluation criteria that will apply to the bids. In preparing this section, the following aspects should be checked:

- (1) Information that specifies and complements the provisions of section; Instruction to Bidders must be incorporated.
- (2) Amendments and/or supplements, if any, to the provisions of Instructions to Bidders, necessitated by the circumstances of each individual contract, can be introduced only in this section since Instructions to Bidders will remain unchanged.

- 13.1 Bidders to quote entirely in Pak. rupees but specify the percentages of foreign currency they require, if applicable.
- 14.1 Period of Bid Validity:
[Insert number of days after the deadline for bid opening. This period should be realistic, allowing sufficient time to evaluate the Bids, bearing in mind the complexity of works, and the time required for obtaining references, clarifications, clearances, and approvals (including the Financing Agency's "No Objection" if it is a bilateral or multilateral funding agency financed project) and for notification of the award. Normally the validity period should not exceed 90 days for NCB and 120 days for ICB.]
- 15.1 Amount of Bid Security:
[This amount should be the same as also quoted in the Invitation for Bids. To avoid disclosure of bid price, a fixed sum should be specified, in preference to a percentage of the bid price. The sum has to be within the limits of 5% of estimated cost. The percentage should be lower in case of larger works and higher in case of smaller works, but not less than 1% and not exceed the limit of 5%.]
- 17.1 Venue, time, and date of the pre-Bid meeting:
[Insert address of venue, or indicate that the meeting will not take place. The meeting should take place not later than 7 days in case of NCB and no later than 15 days in case of ICB before the deadline for bid submission. It should take place concurrently with the site visit, if any (see Sub-Clause IB-6).]
- 18.4 Number of copies of the bid to be completed and returned:
[Usually one original and copies (number to be specified by the procuring agency)]
- 19.2 (a) Procuring Agency's address for the purpose of bid submission:
[Should match the receiving address provided in the Invitation for Bids.]
- (b) Name and Identification Number of the Contract:
- 20.1 (a) Deadline for submission of bids:
[The time and date should be the same as that given in the Invitation for Bids unless subsequently amended pursuant to IB.20.2.]
- (b) Venue, time, and date of bid opening:
[Date should be the same as that given for the deadline for submission of Bids [IB.20] but time for opening of bids shall be at least thirty minutes after the time for the deadline for submission of bids, but not later than one hour].
- 32.1 Standard form and amount of Performance Security acceptable to the procuring agency:

(Select the kind of Performance Security (bank guarantee, call deposit, pay order), and indicate the amount/percentage. A bank guarantee has to be unconditional as given in the sample form given with the bidding document. An amount not more than 10 percent of the contract price is commonly specified for bank guarantees. This percentage should match with that stipulated in Appendix-A to Bid.)

32.3 Stamp duty

_____ % will be paid by successful bidder as stamp duty.
[% will depend upon the rules.]

FORM OF BID
AND
APPENDICES TO BID

FORM OF BID

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

To:

1. Having examined the bidding documents including Instructions to Bidders, Bidding Data, and Conditions of Contract, Specifications, Drawings and Bill of Quantities and Addenda Nos. _____ for the execution of the above-named work, we/I, the undersigned, offer to execute and complete the work and remedy any defects therein in conformity with the Conditions of Contract, Specifications, Drawings, Bill of Quantities and Addenda for the sum of Rs. _____ (Rupees _____) or such other sum as may be ascertained in accordance with the said conditions.
 2. We/I understand that all the Appendices attached hereto form part of this bid.
 3. As security for due performance of the undertakings and obligations of this bid, we/I submit herewith a bid security in the amount of Rupees _____ (Rs. _____) drawn in your favour or made payable to procuring agency and valid for a period of _____ days beginning from the date, bid is 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 opening 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.
- We understand that you are not bound to accept the lowest or any bid you may receive.
9. We undertake, if our/my bid is accepted, to execute the Performance Security referred to in Clause 10 of Conditions of Contract for the due performance of the Contract.
 10. We confirm, if our bid is accepted, that all partners of the joint venture shall be liable jointly and severally for the execution of the Contract and the composition or the constitution

of the joint venture shall not be altered without the prior consent of the processing 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: _____

(Name of Bidder in Block Capitals)
(Seal)

Address: _____

Witness:

Signature: _____

Name: _____

Address: _____

Occupation: _____

SPECIAL STIPULATIONS

Clause

Conditions of Contract

| | | | |
|-----|--|------------|--|
| 1. | Engineer representing Consulting Firm hired by the procuring agency to issue variation in case of emergency. | 3.1 | Up to 2% of the contract price stated in the Letter of Acceptance. |
| 2. | Amount of Performance Security | 4.2 | Up to 10% of contract price. Total amount including performance security and retention money deducted from bills should not exceed 10% of contract price stated in the Letter of Acceptance. |
| 3. | Time for Furnishing Programme | 8.3 | Within 42 days from the date of receipt of Letter of Acceptance. |
| 4. | Minimum amount of Third Party Insurance | 18.3 | Rs. _____ per occurrence with number of occurrences unlimited. |
| 5. | Time for Commencement | 8.1 | Within 14 days from the date of receipt of Engineer's Notice to Commence, this shall be issued within fourteen (14) days after signing of Contract Agreement. |
| 6. | Time for Completion (works & sections) | 8.2 & 10.2 | _____ days from the date of receipt of Engineer's Notice to Commence. |
| 7. | Amount of Liquidity Damages/Delay Damages/Penalties | 8.7 | -----Damages per day (are to be mentioned) but total amount will not be more than 10% of contract Price. |
| 8. | Defects Liability Period | 11.1 | _____ days from the effective date of Taking Over Certificate. |
| 9. | Percentage of Retention Money | 14.2 | 10 % of the amount of Interim/Running Payment Certificate. |
| 10. | Limit of Retention Money | 14.2 | 5 % of Contract Price stated in the Letter of Acceptance. |
| 11. | Minimum amount of Interim/Running Payment Certificates | 14.2 | Rs. _____ |
| 12. | Time of Payment from delivery of Engineer's Interim/Running Payment Certificate to the procuring agency. | 14.7 | 30 days in case of local currency or 42 days in case of foreign funded projects. |
| 13. | Mobilization Advance. | 14.2 | 10% of Contract Price stated in the Letter of Acceptance. |

FOREIGN CURRENCY REQUIREMENTS

1. The bidder may indicate herein below his requirements of foreign currency (if any) with reference to various inputs to the works.
2. Foreign Currency Requirement as percentage of the bid price excluding Provisional Sums _____%.
3. Table of Exchange Rates

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

**PRICE ADJUSTMENT UNDER CLAUSE 70/
OF CONDITIONS OF CONTRACT**

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

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

(To be filled by the procuring agency)

| Cost Element | Description | Weight ages | Applicable index |
|--------------|-------------------------|-------------|---|
| 1 | 2 | 3 | 4 |
| (i) | Fixed Portion | 0.350 | |
| (ii) | Local Labor | | Government of Pakistan (GoP) Federal Bureau of Statistics (FBS) Monthly Statistical Bulletin. |
| (iii) | Cement – in bags | | " " " |
| (iv) | Reinforcing Steel | | " " " |
| (v) | High Speed Diesel (HSD) | | " " " |
| (vi) | Bricks | | " " " |
| (vii) | Bitumen | | " " " |
| (viii) | | | |
| | Total | 1.000 | |

Notes:

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

B

When Escalation is allowed on the materials only.
Price adjustment on following items shall be allowed:

| Cost Element | Description | Base price | Applicable index |
|--------------|--------------------------|------------|--|
| 1 | 2 | 3 | 4 |
| (i) | Cement - in bags | | Government of Pakistan (GoP) Federal Bureau of Statistics (FBS) Monthly Statistical Bulletin. " " |
| (ii) | Reinforcing Steel | | " " " |
| (iii) | Bricks | | " " " |
| (iv) | Bitumen | | " " " |
| (v) | Wood (Composite item) | | " " " |
| | Total five items. | | |

BILL OF QUANTITIES

- A. Preamble
1. The Bill of Quantities shall be read in conjunction with the Conditions of Contract, Specifications and Drawings.
 2. The quantities given in the Bill of Quantities are estimated and provisional, and are given to provide a common basis for bidding. The basis of payment will be the actual quantities of work executed and measured by the Contractor and verified by the Engineer and valued at the rates and prices entered in the priced Bill of Quantities, where applicable, and otherwise at such rates and prices as the Engineer may fix as per the Contract (in case of item not mentioned in Bill of Quantities).
 3. The rates and prices entered in the priced Bill of Quantities shall, except insofar as it is otherwise provided under the contract include all-costs of contractor's plant, labour, supervision, materials, execution, insurance, profit, taxes and duties, together with all general risks, liabilities and obligations set out or implied in the contract. Furthermore all duties, taxes and other levies payable by the contractor under the contract, or for any other cause, as on the date 14 days prior to deadline for submission of Bids in case of ICB/NCB respectively, shall be included in the rates and prices and the total bid price submitted by the bidder.
 4. A rate or price shall be entered against each item in the priced Bill of Quantities, whether quantities are stated or not. The cost of items against which the contractor will have failed to enter a rate or price shall be deemed to be covered by other rates and prices entered in the Bill of Quantities and shall not be paid separately.
 5. The whole cost of complying with the provisions of the Contract shall be included in the items provided in the priced Bill of Quantities, and where no items are provided, the cost shall be deemed to be distributed among the rates and prices entered for the related items of the works.
 6. General directions and description of work and materials are not necessarily repeated nor summarised in the Bill of Quantities. References to the relevant sections of the bidding documents shall be made before entering prices against each item in the priced Bill of Quantities.
 7. Provisional sums included and so designated in the Bill of Quantities shall be expended in whole or in part at the direction and discretion of the Engineer in accordance with sub-clause 13.5 of Part I, General Conditions of Contract.

BILL OF QUANTITIES (SAMPLE)

B. Work Items. (Road /PHE Work)*

1. The Bill of Quantities contains the following Bills and Items:

| | | |
|------------|---|--|
| Bill No. 1 | - | Earthworks |
| Bill No. 2 | - | Hard Crust and Surface Treatment |
| Bill No. 3 | - | Culverts and Bridges |
| Bill No. 4 | - | Subsurface Drains, Pipe Laying and Man holes |
| Bill No. 5 | - | Tube wells, Pump houses and Compound wall |
| Bill No. 6 | - | Miscellaneous Items |

Day work Schedule

Summary Bill of Quantities

2. Bidders shall price the Bill of Quantities in Pakistani Rupees only.

**Procuring Agency can add and delete the Items as per its requirement.*

BILL OF QUANTITIES (SAMPLE)*

B. Work Items (Buildings)

1. The Bill of Quantities contains the following Bills and Items:

| | | |
|------------|---|--|
| Bill No. 1 | - | Plinth and Foundation. |
| Bill No. 2 | - | Ground floor. |
| Bill No. 3 | - | First and Subsequent Floors. |
| Bill No. 4 | - | Internal Water Supply and Sanitary Fittings. |
| Bill No. 5 | - | Internal Electrification. |
| Bill No. 6 | - | Miscellaneous Items |
| Bill No. 7 | - | External Development |

Day work Schedule

Summary Bill of Quantities

2. Bidders shall price the Bill of Quantities in Pakistani Rupees only.

* *Procuring Agency can add and delete the Items as per its requirement*

BILL OF QUANTITIES (SAMPLE)

Bill No. 1 Earthworks/Plinth and Foundation

| Item | Description | Unit | Quantity | Rate | | Amount Rupees |
|---|-------------|------|----------|-------------------|--------------------|------------------|
| | | | | Rupees figures | Rupees in words | |
| 1 | 2 | 3 | 4 | 5 | | 6 |
| 101 | | | | | | |
| 102 | | | | | | |
| 103 | | | | | | |
| 104 | | | | | | |
| 105 | | | | | | |
| 106 | | | | | | |
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| | | | | | | |
| Total for Bill No. 1 (Carried forward to Summary Page) | | | | | | |

BILL OF QUANTITIES (SAMPLE)

Bill No. 2 Hard Crust and Surface Treatment /Ground Floor.

| Item | Description | Unit | Quantity | Rate | | Amount |
|-----------------------------------|-------------|------|----------|-------------------|-----------------|--------|
| | | | | Rupees in figures | Rupees in words | |
| 1 | 2 | 3 | 4 | 5 | | 6 |
| 201 | | | | | | |
| 202 | | | | | | |
| 203 | | | | | | |
| 204 | | | | | | |
| 205 | | | | | | |
| 206 | | | | | | |
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| Total for Bill No. 2 | | | | | | |
| (Carried forward to Summary Page) | | | | | | |

BILL OF QUANTITIES (SAMPLE)

Bill No. 3 Culverts and Bridges/First and Subsequent Floors

| Item | Description | Unit | Quantity | Rate | | Amount |
|-----------------------------------|-------------|------|----------|-------------------|-----------------|--------|
| | | | | Rupees in figures | Rupees in words | Rupees |
| 1 | 2 | 3 | 4 | 5 | | 6 |
| 301 | | | | | | |
| 302 | | | | | | |
| 303 | | | | | | |
| 304 | | | | | | |
| 305 | | | | | | |
| 306 | | | | | | |
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| | | | | | | |
| Total for Bill No. 3 | | | | | | |
| (Carried forward to Summary Page) | | | | | | |

BILL OF QUANTITIES (SAMPLE)

Bill No. 4 Subsurface Drains/ Pipe Laying and Man holes/Internal water Supply and Sanitary Fittings

| Item | Description | Unit | Quantity | Rate | | Amount |
|-----------------------------------|-------------|------|----------|-------------------|-----------------|--------|
| | | | | Rupees in figures | Rupees in words | Rupees |
| 1 | 2 | 3 | 4 | 5 | | 6 |
| 401 | | | | | | |
| 402 | | | | | | |
| 403 | | | | | | |
| 404 | | | | | | |
| 205 | | | | | | |
| 406 | | | | | | |
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| | | | | | | |
| Total for Bill No. 4 | | | | | | |
| (Carried forward to Summary Page) | | | | | | |

BILL OF QUANTITIES (SAMPLE)

Bill No. 5 Tube wells and Pump-houses/Internal Electrification

| Item | Description | Unit | Quantity | Rate | | Amount Rupees |
|---|-------------|------|----------|-------------------------|--------------------|------------------|
| | | | | Rupees in figures | Rupees in words | |
| 1 | 2 | 3 | 4 | 5 | | 6 |
| 501 | | | | | | |
| 502 | | | | | | |
| 503 | | | | | | |
| 504 | | | | | | |
| 505 | | | | | | |
| 506 | | | | | | |
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| | | | | | | |
| Total for Bill No. 5 Carried forward to Summary Page) | | | | | | |

BILL OF QUANTITIES (SAMPLE)

Bill No. 6 - Miscellaneous Items

| Item | Description | Unit | Quantity | Rate | | Amount Rupees |
|-----------------------------------|-------------------|------|----------|-------------------------|--------------------|------------------|
| | | | | Rupees in figures | Rupees in words | |
| 1 | 2 | 3 | 4 | 5 | | 6 |
| 601 | Mobilization Cost | | | | | |
| 602 | | | | | | |
| 603 | | | | | | |
| 604 | | | | | | |
| 605 | | | | | | |
| 606 | | | | | | |
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| Total for Bill No. 6 | | | | | | |
| Carried forward to Summary Page) | | | | | | |

BILL OF QUANTITIES (SAMPLE)

Bill No. 7 External Development

| Item | Description | Unit | Quantity | Rate | | Amount Rupees |
|-----------------------------------|----------------------------------|------|----------|-------------------------|--------------------|------------------|
| | | | | Rupees in figures | Rupees in words | |
| 1 | 2 | 3 | 4 | 5 | | 6 |
| 601 | Items of water supply & drainage | | | | | |
| 602 | Paths & parks | | | | | |
| 603 | External electrification | | | | | |
| 604 | | | | | | |
| 605 | | | | | | |
| 606 | | | | | | |
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| Total for Bill No. 7 | | | | | | |
| Carried forward to Summary Page) | | | | | | |

BILL OF QUANTITIES

C. Day work Schedule

General

1. Reference is made to Sub-Clause 13.6 of the General Conditions of Contract. Work shall not be executed on a day work basis except by written order of the Engineer. Bidders shall enter basic rates for day work items in the Schedules, which rates shall apply to any quantity of day work ordered by the Engineer. Nominal quantities have been indicated against each item of day work, and the extended total for day work shall be carried forward to the bid price.

Day work Labour

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

SCHEDULE OF DAYWORK RATES

I. Labour

| Item No. | Description | Unit | Nominal Quantity | Rate (Rs) in Figure | Rate (Rs) in Words | Extended Amount (Rs.) |
|----------|--|------|------------------|---------------------|--------------------|-----------------------|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 |
| D101 | Ganger | Hr | 500 | | | |
| D102 | Labourer | Hr | 5,000 | | | |
| D103 | Brick layer | Hr | 500 | | | |
| D104 | Mason | Hr | 500 | | | |
| D105 | Carpenter | Hr | 500 | | | |
| D106 | Steel work Erector | Hr | 500 | | | |
| | -----etc----- | Hr | 500 | | | |
| D113 | Driver for vehicle up to 10 tons | Hr | 1,000 | | | |
| D114 | Operator for excavator, dragline, shovel or crane | Hr | 500 | | | |
| D115 | Operator for tractor, (tracked) with dozer blade or ripper | Hr | 500 | | | |
| D122 | <p style="text-align: right;">Sub Total</p> <p>Allow _____ percent of subtotal for Contractor's overhead, profit, etc, in accordance with Paragraph 3(b) of Day work Schedule _____</p> <p>Total for Day work: Labour : _____</p> <p>(Carried forward to Day work Summary)</p> | | | | | |

Day work Material

4. The contractor shall be entitled to payment in respect of materials used for day work (except for materials for which the cost is included in the percentage addition to labour costs as detailed heretofore), at the basic rates entered by him in the Schedule of Day work Rates for materials together with an additional percentage payment on the basic rates to cover overhead charges and profit, as follows:
 - a) the basic rates for materials shall be calculated on the basis of the invoiced price, freight, insurance, handling expenses, damage, losses, etc., and shall provide for delivery to store for stockpiling at the site. The basic rates shall be stated in local currency but payment will be made in the currency or currencies expended upon presentation of supporting documentation;
 - b) the additional percentage payment shall be quoted by the bidder and applied to the equivalent local currency payments made under Sub-Para(a) above; and
 - c) the cost of hauling materials used on work ordered to be carried out as Day work from the store or stockpile on the site to the place where it is to be used will be paid in accordance with the terms for Labour and Constructional Plant in this Schedule.

SCHEDULE OF DAYWORK RATES

II. Materials

| Item No. | Description | Unit | Nominal Quantity | Rate (Rs) in Figure | Rate (Rs) in Words) | Extended Amount (Rs.) | |
|----------|---|-------|------------------|---------------------|----------------------|-----------------------|--|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | |
| D201 | Cement, ordinary Portland or equivalent in bags | M:Ton | 200 | | | | |
| D202 | Mild Steel reinforcing bar up to 16mm diameter to BS 4449 or equivalent | M:Ton | 100 | | | | |
| D203 | Fine aggregate for concrete as specified in Clause _____ | Cu: M | 1,000 | | | | |
| D204 | -----etc----- | | | | | | |
| D222 | Gelignite (Noble Special Gelatine 60 % or equivalent) including caps, fuse, wire and requisite accessories | M:Ton | 10 | | | | |
| D223 | Sub Total | | | | | | |
| | Allow _____ percent of subtotal for Contractor's overhead, profit, etc., in accordance with Paragraph 4(b) of Day work Schedule | | | | | | |
| | Total for Day work: Materials _____ | | | | | | |
| | (Carried forward to Day work Summary) | | | | | | |

Day Work Constructional Plant

5. The contractor shall be entitled to payments in respect of constructional plant already on site and employed on Day work at the basic rental rates entered by him in the Schedule of Day work Rates for constructional plant. The said rates shall be deemed to include complete allowance for depreciation, interest, indemnity and insurance, repairs, maintenance, supplies, fuel, lubricants, and other consumables, and all overhead, profit and administrative costs related to the use of such equipment. The cost of drivers, operators and assistants will be paid for separately as described under the section on Day work Labour.
6. In calculating the payment due to the Contractor for constructional plant employed on Day work, only the actual number of working hours will be eligible for payment, except that where applicable and agreed with the Engineer, the travelling time from the part of the site where the constructional plant was located when ordered by the Engineer to be employed on Day work and the time for return journey thereto shall be included for payment.
7. The basic rental rates for constructional plant employed on Day work shall be stated in Pakistani Rupees.

SCHEDULE OF DAYWORK RATES

III. Constructional Plant

| Item No. | Description | Unit | Nominal Quantity | Rate (Rs.) in Figure | Rate Rs. in Words | Extended Amount (Rs.) |
|----------|---|------|------------------|----------------------|-------------------|-----------------------|
| 1 | 2 | 3 | 4 | | 5 | 6 |
| D301 | Excavator ,face shovel or dragline: | | | | | |
| | 1. Up-to and including 1 Cu.M. | Hr | 500 | | | |
| | 2. Over 1 Cu.M to 2 Cu. M. | Hr | 400 | | | |
| | 3. Over 2 Cu. M | Hr | 100 | | | |
| D302 | Tractor (tracked) including bull or angle dozer: | | | | | |
| | 1. Up-to and including 150 HP | Hr | 500 | | | |
| | 2. Over 150 to 200 HP | Hr | 400 | | | |
| | 3. Over 200 to 250 HP | Hr | 200 | | | |
| D303 | Tractor with ripper: | | | | | |
| | 1. Up-to and including 200 HP | Hr | 400 | | | |
| | 2. Over 200 to 250 HP | Hr | 200 | | | |
| D304 | -----etc----- | | | | | |
| | Total for day work: Constructional Plant _____ (Carried forward to day work summary) | | | | | |

DAYWORK

Summary (Day work)

| | Amount (Rs.) |
|---|--------------|
| (I) Total for day work: Labour | _____ |
| (II) Total for day work: Materials | _____ |
| (III) Total for day work: Constructional Plant | _____ |
| <hr/> | |
| Total for day work (Carried forward to summary page of Bill of Quantities) | _____ |

BILL OF QUANTITIES (SAMPLE)

SUMMARY

| | Amount (Rs.) |
|---|--------------|
| Bill No. 1: Earthworks/Plinth and Foundation | |
| Bill No. 2: Culverts and Bridges/Ground Floor | |
| Bill No. 3: Subsurface Drains/Internal Water Supply & Sanitary Fittings | |
| Bill No 4: Subsurface Drains/ Pipe Laying and Man holes/Internal water Supply and Sanitary Fittings | |
| Bill No. 5 Tube wells and Pump-houses/Internal Electrification | |
| Bill No. 6 Miscellaneous Items | |
| Bill No. 7 External Development | |
| Sub-Total of Bills | _____ |
| Day-work | _____ |
| Bid Price | _____ |

Note: All Provisional Sums are to be expended in whole or, in part at the direction and discretion of the Engineer in accordance with Sub-Clauses 52.4 and 58.2 of the General Conditions of Contract Part-I.

PROPOSED CONSTRUCTION SCHEDULE

Pursuant to Sub-Clause 43.1 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) 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 procuring agency's completion targets in days noted below and counted from the date of receipt of Engineer's Notice to Commence (Attach sheets as required for the specified form of Construction Schedule):

| <u>Description</u> | <u>Time for Completion</u> |
|--------------------|----------------------------|
| 1) Whole works | _____ days |
| 2) Part-A | _____ days |
| 3) Part-B | _____ days |
| 4) _____ | _____ days |
| 5) _____ | _____ days |

METHOD OF PERFORMING THE WORK

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

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

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.]

LIST OF MAJOR EQUIPMENT (SAMPLE)

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

CONSTRUCTION CAMP AND HOUSING FACILITIES

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

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

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

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

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 |
| | |

ESTIMATED PROGRESS PAYMENTS (SAMPLE)

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

| Quarter/ Year/ Period | Amounts (in thousands) |
|-------------------------|---------------------------|
| 1 | 2 |
| 1st Quarter | |
| 2 nd Quarter | |
| 3 rd Quarter | |
| 4 th Quarter | |
| 5 th Quarter | |
| 6 th Quarter | |
| 7 th Quarter | |
| 8 th Quarter | |
| 9 th Quarter | |
| Bid Price | |

ORGANIZATION CHART
FOR THE
SUPERVISORY STAFF AND LABOUR

(To be filled in by the bidder)

(INTEGRITY PACT)

DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC; PAYABLE BY
CONTRACTORS.
(FOR CONTRACTS WORTH RS. 10.00 MILLION OR MORE)

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

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

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

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

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

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

.....
[Procuring Agency]

.....
[Contractor]

FORMS

BID SECURITY
PERFORMANCE SECURITY
CONTRACT AGREEMENT
MOBILIZATION ADVANCE GUARANTEE
INDENTURE BOND FOR SECURED ADVANCE

BID SECURITY
(Bank Guarantee)

Security Executed on _____
(Date)

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

Name of Principal (Bidder) with Address _____

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

Bid Reference No. _____

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

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

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

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

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

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

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

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

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

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

SURETY (Bank)

WITNESS:

1. _____

Corporate Secretary (Seal)

2. _____

Name, Title & Address

Signature _____

Name _____

Title _____

Corporate Guarantor (Seal)

FORM OF PERFORMANCE SECURITY
(Bank Guarantee)

Guarantee No. _____
Executed on _____
Expiry date _____

[Letter by the Guarantor to the Procuring Agency]

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

Name of Principal (Contractor) with address: _____

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

Letter of Acceptance No. _____ Dated _____

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

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

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

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

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

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

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

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

Witness:

1. _____

Corporate Secretary (Seal)

2. _____

Name, Title & Address

Guarantor (Bank)

Signature _____

Name _____

Title _____

Corporate Guarantor (Seal)

FORM OF CONTRACT AGREEMENT

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

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

NOW this Agreement witnesseth-- as follows:

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

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

Signature of the Contactor

Signature of Procuring Agency

(Seal)

(Seal)

Signed, Sealed and Delivered in the presence of:

Witness:

Witness:

(Name, Title and Address)

(Name, Title and Address)

MOBILIZATION ADVANCE GUARANTEE

Bank Guarantee No. _____ Date _____

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

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

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

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

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

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

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

(Date)

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

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

GUARANTOR

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

WITNESS

1. _____
Corporate Secretary (Seal)

2. _____
(Name Title & Address)

Corporate Guarantor (Seal)

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 undertaken to execute at rates fixed for the finished work (inclusive of the cost of materials and labour and other charge) AND WHEREAS the Government has agreed to advance to the Contractor the sum of Rupees, (Rs.) on the security of materials the quantities and other particulars of which are detailed in Part II of Running Account Bill (B), the said 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 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 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 the Divisional Officer or any officer authorized by him. In the event of the said materials of any part (hereof being stolen, destroyed or damaged or becoming deteriorated in a greater degree than is due to reasonable use and wear thereof Contractor will forthwith replace the same with other materials of like quality or repair and make good the same as required by the Divisional Officer and the materials so brought to replace the said materials so repaired and made good shall also be considered as security for the said amount.

(5) That 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 therefrom in the value of the said materials (then 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 the rates at which the amount of the advances made under these presents were calculated.

(7) That if the Contractor shall at any time make any default in the performance or observation in any respect of any of the terms and provisions of the said agreement or of these presents the total amount of the advance or advances that may still be owing to the Government shall immediately on the happening of such default be repayable by the Contractor to the Government together with interest thereon at twelve percent per annum from the date or respective dates of such advance or advances to the date of repayment and with all costs, charges, damages and expenses incurred by the Government in or for the recovery thereof or the

enforcement of this security or otherwise by reason of the default of the Contractor and any moneys so becoming due and payable shall constitute a debt due from the Contractor to the Government and the Contractor hereby covenants and agrees with the Government to repay and the same respectively to it accordingly.

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

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

- (a) Seize and utilize the said materials or any part thereof in the completion of the said 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.

Singed, sealed and delivered by*

In the presence of



1st witness
2nd witness

Signed, sealed and delivered by*

In the presence of

SEAL

1st witness
2nd witness

Notes on the Conditions of Contract

The Conditions of Contract comprise two parts:

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

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

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

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

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

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

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

To request such permission please contact:

FIDIC CASE POSTALE, CH-1215 Switzerland;

Tel. +41 22 799 49 00;

Fax; +41 22 799 49 01

E-mail: fidic@fidic.org.

Conditions of Contract
for CONSTRUCTION

FOR BUILDING AND ENGINEERING
WORKS DESIGNED BY THE EMPLOYER

Multilateral Development Bank Harmonised Edition
March 2006

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FEDERATION INTERNATIONALE DES INGENIEURS-CONSEILS
INTERNATIONAL FEDERATION OF CONSULTING ENGINEERS
INTERNATIONALE VEREINIGUNG BERATENDER INGENIEURE
FEDERACION INTERNACIONAL DE INGENIEROS CONSULTORES



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General Conditions

General Provisions

1.1

Definitions

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

1.1.1

The Contract

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

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

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

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

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

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

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

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

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

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

1.1.2

Parties and Persons

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

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

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

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

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

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

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

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

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

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

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

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

1.1.3

Dates, Tests, Periods and Completion

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

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

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

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

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

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

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

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

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

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

1.1.4

Money and Payments

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

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

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

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

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

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

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

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

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

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

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

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

1.1.5

Works and Goods

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

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

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

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

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

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

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

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

1.1.6

Other Definitions

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

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

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

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

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

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

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

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

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

1.2

Interpretation

In the Contract, except where the context requires otherwise:

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

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

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

1.3

Communications

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

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

issued.

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

1.4

Law and Language

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

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

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

1.5

Priority of Documents

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

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

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

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PART II - SPECIAL /PARTICULAR CONDITIONS OF CONTRACT

1.1 Definitions

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

1.1.1.5 "Bid" is synonymous with "Tender".

1.1.1.10 "Bidding" is synonymous with "contract".

The following paragraph is added:

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

1.1.2 "Employer" is synonymous with "Procuring Agency"

1.1.2.9 "DB" is synonymous with "Committee".

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

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

1.15 Inspections and Audit by the Bank

Deleted

Procuring Agency can retain this clause with or without changes, in case of contracts under Project, Bank and donor's programme.

3.1 Engineer's Duties and Authority.

The following paragraph is added after duties:

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

4.3 Contractor's Representative

The following text is to be added after last line:

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

6.10 Records of Contractor's Personnel and Equipment

The following paragraph is added:

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

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

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

7.9 Use of Pakistani Materials and Services

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

8.1 Commencement of Works

The last para is deleted and substituted with the following:

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

8.11 Prolonged Suspension

Replace 84 days by 120 days.

8.3 Programme

The following text is to be added after [Commencement of Works]

The programme shall be submitted in the either form of:

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

13.1 Right to vary

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

13.3 Variation procedure

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

13.8 Adjustment for changes in cost

This clause will be applicable for Foreign funded Project/ Schemes or ICB Contracts (locally & foreign funded) only.

The following provision is added for Local funded Project/ Schemes/National Competitive Bidding Contracts:

The amounts payable to the Contractor, pursuant to Sub-Clause 14.6, shall be adjusted in respect of the rise or fall in the cost of materials only, and will be paid to the contractor on those items mentioned in the Appendix -C (B).

Similarly reduction in the cost of these materials will also be recovered from the contractor accordingly.

14.1 The Contract Price
Sub-para (d) is deleted.

14.2 Advance Payment

The Text is deleted and replaced with following:

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

Mobilization Advance/Advance Payment

(i) Mobilization advance up to 10 % of the Contract Price may be paid by the procuring agency to the Contractor on the works costing Rs2.5 million or above on following conditions:

- a. on submission by the Contractor of a mobilization advance guarantee for the full amount of the advance in the specified form, from a Scheduled Bank in Pakistan, acceptable to the procuring agency;
- b. contractor shall pay interest on the mobilization advance at the rate of 10% per annum on the advance; and

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

14.5 Plants and Materials intended for Works

Add the following paragraph as sub-clause 14.5 (d) for Secured Advance on non – perishable materials and sub-clauses (a), (b) and (c) will be applicable for plants only :-

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

- (i) The materials are in accordance with the specifications for the permanent works;
- (ii) Such materials have been delivered to the site and are properly stored and protected against loss or damage or deterioration to the satisfaction and verification of the Engineer/Assistant Engineer but at the risk and cost of the Contractor;
- (iii) The Contractor's records of the requirements, orders, receipts and use of materials are kept in a form approved by the Engineer, and such records shall be available for inspection by the Engineer;
- (iv) The Contractor shall submit with his monthly statement the estimated value of the materials on site together with such documents as may be required by the Engineer for the purpose of valuation of materials and providing evidence of ownership and payment therefore;

- (v) Ownership of such materials shall be deemed to vest in the procuring agency and these materials shall not be removed from the site or otherwise disposed of without written permission of the procuring agency;
 - (vi) The sum payable for such materials on site shall not exceed 75 % of the (i) landed cost of imported materials, or (ii) ex-factory / ex-warehouse price of locally manufactured or produced materials, or (iii) market price of stands other materials;
 - (vii) Secured Advance shall not be allowed unless and until the previous advance, if any, is fully recovered;
 - (viii) Detailed account of advances must be kept in part II of running account bill or a separate statement; and
 - (ix) Secured Advance may be permitted only against materials/quantities anticipated to be consumed / utilized on the work within a period of 3 months from the date of issue of secured advance and in no case for full quantities of materials for the entire work/contract.
- (II) **Recovery of Secured Advance:**
 Secured Advance paid on non-perishable materials to the Contractor under the above provisions shall be effected from the monthly payments on actual consumption basis, but not later than period specified in the rules not more than three months (even if unutilized);

14.8 Delayed Payment

Second Para is replaced with following text:

In the event of the failure of the Procuring Agency to make the payment within the time stated, the procuring agency shall pay to the contractor in case of ICB contracts only, the compensation at rate of KIBOR+2% per annum in local currency and Libor+1% for foreign currency, upon all sums to be paid from the date of which the same would have been paid.

15.2 Termination by Employer

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

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

15.6 Corrupt and fraudulent Practices.

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

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

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

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

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

16.4 **Payment on Termination**
Sub-paragraph (c) is deleted.

17.3 **Employer's/ Procuring Agency's Risks**

Sub-Clause 17.3 (h) is deleted.

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

18.1 **General Requirements for Insurance**

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

19.6 **Optional Termination, Payment and release by the Employer**
Sub-clauses (c), (d) and (e) are deleted.

20.6 **Arbitration**

Text will be replaced as under;

Any dispute in respect of which:

- (a) *the decision, of the Dispute Board has not become final and binding pursuant to sub-clause 20.2, and*
- (b) *amicable settlement has not been reached within the period stated in sub-clause 20.5. shall be finally settled, under the provisions of the Arbitration Act, 1940 as amended or any statutory modification/Rules of Conciliation And Arbitration PEC Islamabad or re-enactment thereof for the time being in force.*

The place of arbitration shall be, in Sindh Province.

Procuring Agency can retain this clause without changes, in case of contracts under Project.

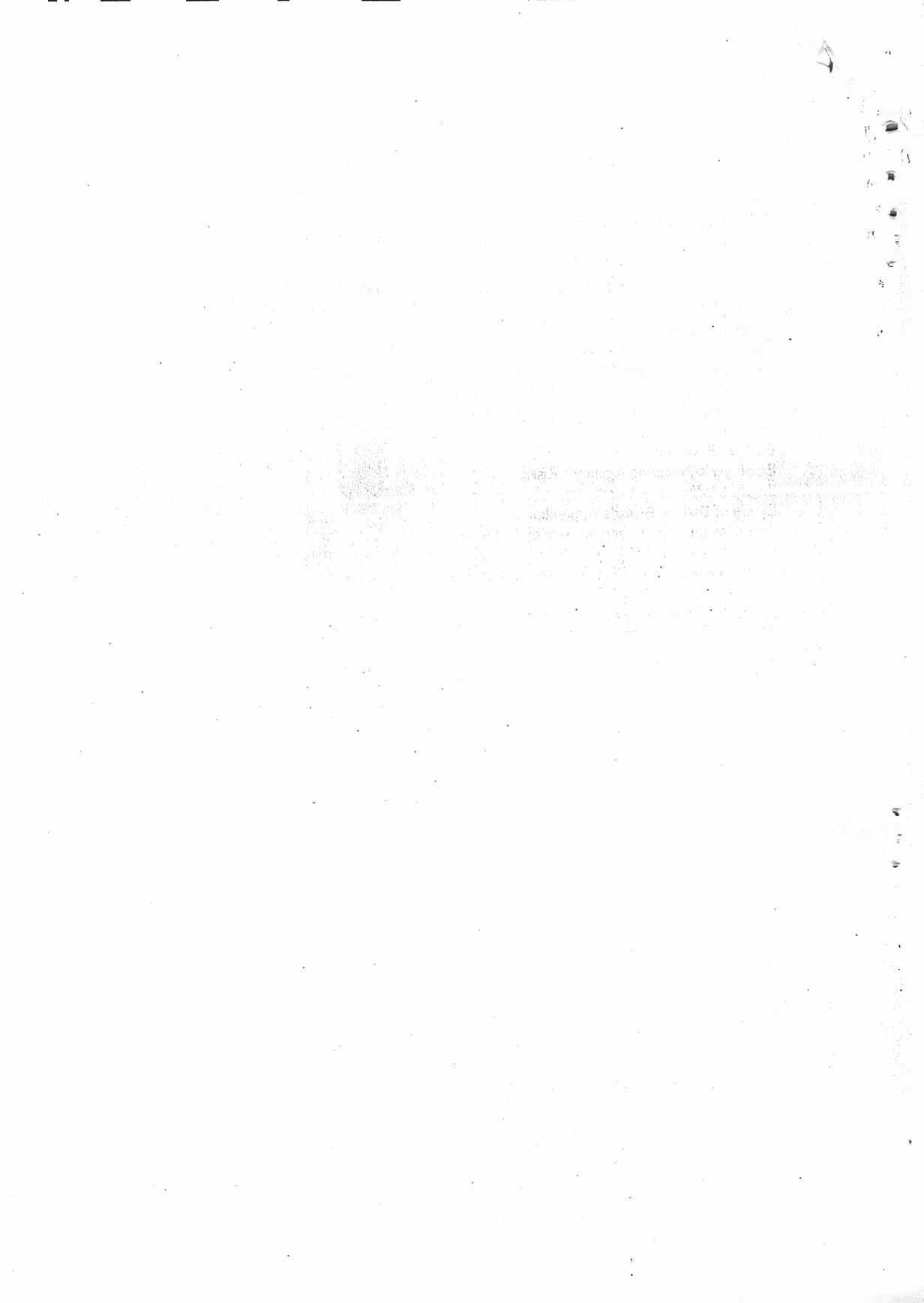
Bank and donor's programme except the place of arbitration shall be, in Sindh Province.

Annex PROCEDURAL RULES

Procuring Agency can retain these rules with or without changes, in case of contracts under Project, Bank and donor's programme.

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SPECIFICATIONS

