



PEOPLE'S UNIVERSITY OF MEDICAL & HEALTH SCIENCES FOR WOMEN  
SHAHEED BENAZIRABAD

*TENDER DOCUMENT*  
*AND*  
*CONDITIONS OF CONTRACT*

**INTERNAL PAINT OF LATIF HALL**

TIME OF RECEIVING TENDER

WEDNESDAY

27-06-2018

12:10 P.M

TIME OF OPENING TENDER

WEDNESDAY

27-06-2018

12:45 P.M



# PEOPLES UNIVERSITY OF MEDICAL & HEALTH SCIENCES FOR WOMEN

**DISTT: SHAHEED BENAZIRABAD**

- Earnest Money (2%) Rs. \_\_\_\_\_
- Security Deposit – (including Earnest Money) upon signing of Agreement (2%) (this deposit will be in accordance with paras 516 & 521-A of Sindh PWD Manual). Rs. \_\_\_\_\_
- Percentage, if any, to be deducted from bills ( \_\_\_\_\_ Percent) (This percentage where no security Deposit is taken will vary from 5% to 10% according to the Requirement of the case. Where security deposit is taken, see Note to clause 1 of conditions of contract). \_\_\_\_\_ percent
- Time allowed for work from the date of written order to Commence. \_\_\_\_\_

Should this tender be accepted I/We hereby agree to abide by and fulfill all the terms and provisions of the conditions of contract hereto so far as applicable and in default thereof to forfeit and pay to University the sums of money mentioned in the said conditions.

Call deposit No. \_\_\_\_\_ dated \_\_\_\_\_ from the \_\_\_\_\_ at \_\_\_\_\_ in respect of the sums of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) is herewith forwarded representing the earnest money.

- Full value of which is to be absolutely forfeited to University should I/We not deposit the full amount of security deposit specified in the above memorandum, in \_\_\_\_\_ (Rupees \_\_\_\_\_ only) shall be retained by University on account of such security deposit as aforesaid; OR
- Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) the full value of which shall be retained by University on account of Security deposit specified in clause 1(B) of the conditions:-

Dated: \_\_\_\_\_ day of \_\_\_\_\_ 20 .

- For contractor \_\_\_\_\_  
(Signature of contractor before submission of tender)

Address \_\_\_\_\_  
\_\_\_\_\_

- For Witness (1) \_\_\_\_\_  
(Signature of witness to Contractor's signature)

Address \_\_\_\_\_  
\_\_\_\_\_

Occupation \_\_\_\_\_

- For Witness (2) \_\_\_\_\_  
(Signature of witness to Contractor's signature)

Address \_\_\_\_\_  
\_\_\_\_\_

Occupation \_\_\_\_\_

The above tender is hereby accepted by me on behalf of the PEOPLES UNIVERSITY OF MEDICAL & HEALTH SCIENCES FOR WOMEN Nawabshah, Sindh, Pakistan.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Signature of Project Director

## CONDITIONS OF CONTRACT(S)

### CLAUSE – 1: SECURITY DEPOSIT/ PERFORMANCE SECURITY.

The persons / persons whose tender may be accepted (hereinafter called the Contractor) shall, within 10 days of the receipt by him of the notice of the acceptance of his tender, deposit with the project Engineer in cash or in Government securities, endorsed to the Project Engineer (if deposited for more than 12 months) a sum sufficient with the amount of the earnest money deposited by him with his tender to make up the full security deposit specify in the tender OR permit University at the time of making any payment to him for work done under the contract to deduct such sum as will (with the earnest money deposited by him ) amount to \_\_\_\_\_ percent, (this will be the same percentage as that in the tender at (e) on page 3). Of all moneys so payable; such deductions to be held by University by way of security deposit: PROVIDED ALWAYS that in the event of the contract or depositing a lump sum by way of security deposit as contemplated at above, then and in such case, if the sum so deposited shall not amount to \_\_\_\_\_ percent (The amount of this % (not exceeding 10% will be fixed as 8% and the Security Deposit only amounts to 5% of the estimated cost of the work, then 3% should be deducted from every payment if the % is fixed at 10% and the Security Deposit only amount to 6% should be deducted and so on.) of the total estimated cost of the work, it shall be lawful for University at the time of making any payment to the Contractor for work done under the contract to make up the full amount of \_\_\_\_\_ percent by deducting a sufficient sum from every such payment as last aforesaid. All compensation or other sums of money payable by the Contractor to University under the terms of his contract may be deducted from, or paid by the sale of sufficient part of his security deposit or from the interest arising there from, or from any sums which may be due to or may become due by University to the Contractor on any account whatsoever, and in the event of his security deposit being reduced by reason of any such deduction of sale as aforesaid, the Contractor shall, within ten days thereafter, make good in cash or Government securities endorsed as aforesaid any sum or sums which may have been deducted from, raised by sale of his security deposit or any part thereof. The security deposit referred to, when paid in cash may, at the cost of the depositor be converted into interest-bearing securities provided that the depositor has expressly desired in writing.

#### COMPENSATION FOR DELAY

If the amount of the security deposit to be paid in a lump sum within the period specified above is not paid tender/contract already accepted shall be considered as canceled and legal steps taken against the Contractor for recovery of the amounts.

The security deposit lodged by a Contractor (in cash or recovered in installment form his bills) shall be refunded to him after the expiry of six months from the date on which the work is completed. The Project Director, shall however, exercise his discretion to refund security deposit to the Contractor either after six months from the date of completion of work or later along with the final bill if it is circumstances.

**NOTE:** A work should be considered as completed for the purpose of refund of security deposit to a Contractor from the last date on which its final measurements are checked by a competent authority, such check is necessary otherwise from the last date of recording the final measurement.

**CLAUSE – 2:** The time allowed for carrying out the work as entered in the tender shall be strictly observed by the Contractor and shall be reckoned from the date which the order to commence work is given

to the Contractor. The work shall throughout the stipulated period of the contract be proceeded with, with all due diligence (time being deemed to be of the essence of the contract on the part of Contractor) and the Contractor shall pay as compensation an amount equal to one percent or such smaller amount as the Project Director (whose decision in written shall be final) may decide, of the amount of the estimated cost of the whole work as shown by the tender for every day that the work remains un-commenced, or unfinished, after the proper dates. And further to ensure good progress during the execution of the work, the Contractor shall be bound, in all cases in which the time allowed for any exceeds one month, to complete:

1/4 of work in	_____	of the time
1/2 of work in	_____	of the time
3/4 of work in	_____	of the time

And abide by the programme of detailed progress laid down by the Project Engineer. In the event of the contractor failing to comply with condition he shall be liable to pay as compensation an amount equal to one percent. Or such smaller amount as the Project Director (whose decision in writing shall final) may decide of the said estimated cost of the whole work for every day that the due quantity of work remains incomplete; PROVIDED ALWAYS that the total amount of cost of the work as shown in the tender.

NOTE – 1: The quantity of the work to be done within a particular time to be specified above shall be fixed and inserted in the bank space kept for the purpose by the Officer competent to accept the contracts after taking into consideration the circumstances of each case.

NOTE – 2: For the purpose of determining stage-wise progress in this clause, it will be calculated on the actual expenditure incurred on the work at site which will include the payments made, cost of work not measured and the cost of materials brought to site and will not include the invisible expenditure including advances if any paid for labor and material, the overhead and administrative expense etc.

### **CLAUSE – 3: ACTIONS WHEN WHOLE OF THE SECURITY DEPOSIT IS FORFEITED**

In all case in which under any clause or calluses of this contract the Contractor shall have rendered himself liable to pay compensation amounting to the whole of his security deposit (whether paid in one sum or deducting by installments) or in the case of abandonment of the work owing to the serious illness or death of the Contractor or any other cause, the “Project Director” on behalf of PEOPLES UNIVERSITY OF MEDICAL & HEALTH SCIENCES FOR WOMENQ, Nawabshah, shall have power to adopt any of the following courses, as he may deem best suited to the interest of University.

- To rescind the contract (of which rescission notice in writing to the Contractor under the hand of the Project Director shall be conclusive evidence) and in that case the security deposit of the Contractor shall stand forfeited and the absolutely at the disposal of University.
- To employ labor paid by the University to carry out the work, or any part of the work, depositing the Contractor with the cost of the labor( as to the correctness of which cost and price the certificate of Project Director shall be final and conclusive against the Contractor) and crediting him with value of work done, in all respects in the same manner and at the

same rates as if it has been carried out by the Contractor under the terms of his contract; and in that case the certificate of the Project Engineer as to the value of the work done shall be final and conclusive against the contractor.

- To measure up the work of the Contractor and to take such part thereof as shall be unexecuted out of his hands, and to give it to another Contractor to complete it, in which case any expenses which may be incurred in excess of the sum which would have been paid to the original Contractor if the whole work had been executed by him (as to the amount of which excess expenses the certificates in writing of Project Director shall be final and conclusive) shall be borne and paid by the original contractor and shall be deducted from any money due to him by University under the contract or otherwise or from his security deposit or the proceeds of sale thereof, or a sufficient part thereof.

In the event of any of the above courses being adopted by the Project Director, the Contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased any advances on account of or with a view to the execution of the work or the performance of the contract. And in case the contract shall be rescinded under the provision aforesaid, the contractor shall not be entitled to recover or be paid any sum for any work therefore actually performed by him under this contract unless and the Project Director shall have certified in writing the performance of such work and the amount payable in respect thereof, and he shall only be entitled to be paid the amount so certified.

**CLAUSE – 4: ACTION WHEN THE PROGRESS OF ANY PARTICULAR POSITION OF THE WORK IS UNSATISFACTORY:**

In the progress of any particular portion of the work is unsatisfactory, Project Director shall, notwithstanding that the general progress of the work is in accordance with the conditions mentioned in clause 2, be entitled to take action under clause 3(b) after giving the contractor 10 days notice in writing. The Contractor will have no claim for compensation; for any loss sustained by him owing to such action.

**CLAUSE – 5: CONTRACTOR REMAINS/LIABLE TO PAY COMPENSATION IF ACTION NOT TAKEN UNDER CLAUSE 3 AND 4.**

**POWER TO TAKE POSSESSION OF OR REQUIRE REMOVAL OF OR SELL CONTRACTOR'S PLANT**

If any case in which any of the power conferred upon the Project Director by clause 3 and 4 hereof shall have become exercisable and the same shall not have been exercised the non-exercised thereof shall not constitute a waiver of any of the condition hereof and such powers shall notwithstanding be exercisable in the event of any future case of default by the Contractor for which under any clause or clauses hereof he is declared liable to pay compensation amounting to the whole of his security deposit and the liability of the contractor for past and future compensation shall remain unaffected. In the event of the Project Director taking/action under sub-clause (a) or (c) of clause 3, he may, if he so desires, take possession of all or any tools, plant, materials and stores in or upon the works, of the site thereof or belonging to the Contractor, or procured by him and intended to be used for the execution of the work or any part thereof, paying or allowing for the same in account at the contract rate, or in the case of contract not being applicable, at current market rates, to be certified by the Project Director whose certificate thereof shall be final. In the alternative, the Project Director may, after giving notice in writing to the contractor or his clerk of the work foremen or another authorized agent, required him to remove such tools, plant, material, or stores from the premises within a time to

be specified in such notice and in the event of the Contractor failing to comply with any such requisition, the Project Director as to the expense of any such removal and the amount of the process and expense of any such removal and the amount of the proceeds and expense of any sale shall be final and conclusive against the Contractor.

**CLAUSE – 6: EXTENSION OF TIME**

If the contractor shall desire an extension of the time for completion of the work on the ground of his having been unavoidably hindered in its execution or on any other ground, he shall apply in writing to the Project Director within 30 days from the date of which the execution of the work, was hindered as aforesaid or on which the ground for asking for execution arose and in any case before the date of completion of the work, and the Project Director may, if in his opinion, there are reasonable grounds for granting an extension, grant such extension as he thinks necessary or proper. The decision of the Project Engineer in this matter shall be final.

Provided that where the Contractor is hindered in the execution of the work on account of any act or omission on the part of the University or its authorized officers, the project director may at any time before the date of completion and on his own initiative extend the time of completion of the work for which period as he may think necessary or project.

Where time has been extend under this or any other clause of this agreement the date for completion of the work shall be the date fixed by the order giving the extension or by the aggregate of all such orders, made under this agreement.

When time has been extend as aforesaid, it shall continue to be the essence of the contract and all clauses of the contract shall continue to be operative during the extended period.

**CLAUSE – 7: FINAL CERTIFICATE**

On completion of the work the Contractor be furnished with a certificate by the Project Director of such completion, but no such certificate shall be given nor shall the work be considered to be complete until the Contractor shall have removed from premises on which the work shall have been executed all scaffolding surplus materials and rubbish and shall have cleared the site of work in and around the structures/works completed and shall have cleaned off any building in or upon which the work has been executed, or of which he may have had possession for the purpose of executing the work, nor until the work shall have been measure by the Project Director or where the measurements have been taken by his subordinate until they have received the approval of the Project Director, the said measurements being binding and conclusive against the Contractor. If the Contractor shall fail to comply with the requirements of this clause as to the removal of scaffolding, surplus materials and rubbish and shall have cleared the site of work in and around the structures/works completed and dispose f the same as he thinks fit and clean of such dirt as aforesaid; and the contracts shall have no claim in respect of any such scaffolding or surplus materials as aforesaid except for any sum actually realized by the sale thereof.

**CLAUSE – 8: PAYMENT OF INTERMEDIATE CERTIFICATES TO BE REGARDED AS ADVANCES**

No payment shall be made for any work, estimated to Cost less than rupees ten thousand till after the whole of the work shall have been completed and a certificate of completion given. But in the case of works estimated to cost more than rupees then thousand, the contractor shall on submitting bill therefore, as provided in Clause 10 be entitled to receive payment proportionate to the part of the work then approved and passed by the Project Director, whose certificate of

such approval and passing of the sum so payable shall be final and conclusive against the contractor. Such intermediate payments shall be regarded as payments by way of advance against the final payments only and not as payments for work actually done and completed, and shall not preclude the Project Director from requiring any bad, unsound, imperfect or unskillful work to be removed or taken away and reconstructed, or re-erected, nor shall any such payment be considered as an admission of the due performance of the contract or any part thereof in any respect or the occurring of any claims; nor shall it conclude, determine, or affect in any other way the powers of the Project Director to the final settlement and adjustment of the accounts or otherwise, or in any way vary or effect the contract. The final bill shall be submitted by the Contractor within one month of the date fixed for the completion of the work otherwise the Project Director's certificate of the measurements and of the total amount payable for the work shall be final and binding on all parties.

**CLAUSE – 9: PAYMENT AT REDUCED RATES OF ACCOUNT OF ITEM OF WORK NOT ACCEPTED AS COMPLETED TO BE AT THE DESCRIPTION OF THE PROJECT ENGINEER**

The rates for several items of works estimated to cost more than Rs. 1000/- agreed to within shall be valid only when the item concerned is accepted as having been completed fully in accordance with the sanctioned specifications. In cases where the items of work are not accepted as so completed the Project Director may make payment on account of such item at such reduced rates as he may consider reasonable in the preparation of final or on account bills.

**CLAUSE – 10: BILLS TO BE SUBMITTED MONTHLY**

A bill shall be submitted by the contractor as frequently the progress of the work may justify for all the work executed and not included in any previous bill and the Engineer shall take or cause to be taken the requisite measurements for the purpose of having the same verified and the claims, as far as admissible, adjusted, if possible before the expiry of 21 days from the presentation of the bill at any time depute a subordinate to measure up the said work in the presence of the Contractor or his authorized agent, whose counter signature to the measurement list will be sufficient warrant and the Project Director may prepare a bill from such list which shall be binding on the Contractor in all respects. In case the Contractor or his authorized agent is not present at site of the work at the time fixed for recording measurements, or being present, does not counter sign the measurement list, the measurement recorded by the engineer in charge or his authorized subordinate shall be treated as correct and binding on the contractor unless the Contractor within seven days of date of recording such measurements submit to the Project Director a detailed letter pointing out the errors or omissions in the recorded measurement. In case of such disagreement, the Project Director shall hold or cause to be held the site investigation and give his decision. The decision of the Project Director shall be final.

**CLAUSE – 11: BILLS PRINTED ON FORMS**

The Contractor shall submit all bills on his own printed forms. The bills shall be submitted to the Consultants in triplicate who will then scrutinize these bills and forward two copies to the Project Director and retain one copy in their office. The charges to be made in the bills shall always be entered at the rates specified in the tender or in the case of any extra work ordered in pursuance of these conditions, and not mentioned or provided for in the tender at the rates hereinafter provided for such work.

**CLAUSE – 12: STORES SUPPLIED BY THE UNIVERSITY**

If the specification or estimate of the work provides for the use of any special description of material to be supplied from the store of the University or if it is required that the Contractor

shall use certain stores to be provided by the Project Director such material and stores, and the prices to be charged therefore as hereinafter mentioned being so far as practicable for the convenience of the contractor but not so as in any way to control the meaning or effect of this contract specified in the schedule or memorandum hereto annexed, the contractor shall be supplied with such materials and stores as may be required from time to time to be used by him for the purpose of the contract only and the value of the full quantity of the material and stores so supplied shall be set off or deducted from any sums then due, or thereafter to become due to the contractor under the contract, or otherwise, or from the security deposits, or the proceeds of sale thereof, if the security deposit is held in Government securities the same or a sufficient portion thereof shall in that case be sold for the purpose. All material supplied to the Contractor shall remain the absolute property of the University and shall on no account be removed from the site of the, and shall at all times be open to inspection by the Project Director. Any such materials unused and in perfectly good condition at the time of completion or determination of the contract shall be returned to the University Stores, if the Project Director so requires by a notice in writing under his hand, but the Contractor shall not be entitled to return any such materials except with the consent of the Project Director and he shall have no claim for compensation on account of any such material supplied to him as for said but remaining unused by him or for any, waste or damage to any such materials.

**CLAUSE – 13: WORKS TO BE EXECUTED IN ACCORDANCE WITH SPECIFICATIONS, DRAWING, ORDERS ETC.**

The contractor shall execute the whole and every part of the work in the most substantial and workmanlike manner and both as regards materials and all other matters in strict accordance with the specifications lodged in the office of the Project Director and initiated by the parties, the said specification being a part of the contract. The Contractor shall also confirm exactly, fully and faithfully to the designs, drawings and instructions in writing relating to the work signed by the Project Engineer and lodged in his office and to which the Contractor shall be entitled to have access at such office or on the site of work for the purpose of inspection during hours and the Contractor shall if he so requires, be entitled at his own expenses to make or cause to be made copies of the specifications, and of all such designs, drawings, and instructions as aforesaid.

**CLAUSE – 14: ALTERNATIONS IN SPECIFICATIONS AND DESIGNS, NOT TO INVALIDATE CONTRACTS**

The Project Director shall have power to make any alternations, in, or additions to the original specifications, drawings, designs and instructions that may appear to him to be necessary or advisable during the progress of the work and the Contractor shall be bound to carry out of the work, in accordance with any instructions in this connection which may be given to him in writing by the Project Director and such alternations shall not invalidate the contract; and any altered or additional work which the Contractor may be directed to do in the manner above specified subject to the limit laid down in clause 37 below as part of the work shall be carried out by the Contractor on the same conditions in all respects on which he agreed to do the main work and at the same rate as are specified in the tender for the main work. The time for the completion of the work shall be extended in the proportion that the additional work bears to the original contract work, and the certificate of the Project Director as to such proportion shall be conclusive. And if the altered or additional work includes any class of work for which no rate is specified in its contract, then such class of work shall be paid for at (-----) percent below/above the rates shown for such work in the Government of Sindh schedule of rates 2004, as amended from time to time and if such last mentioned class of work is not entered in the Government of Sindh Schedule of rates 1980 as amended from time to time, then the Contractor

shall, within seven days of the date of receipt by him of the order to carry out the work, inform the Project Director through the consultants of the rate which it is his intention to charge for such class or work, and if the Project Director and the Consultants are satisfied that the rate quoted is within the rate worked out by him on detailed rate analysis, then he shall allow him that rate, but if the owner does not agree to this rate he shall be noticed in writing be at liberty to cancel his order to carry out such class of work, and arrange to carry it out in such manner as he may consider advisable, provided always that if the contractor shall commence work or incur any expenditure in regard there to before the rates shall have been determined as lastly herein before mentioned then in such case he shall only be entitled to be paid in respect of the work carried out for expenditure then in such case prior to the date of the determination of the rate as aforesaid according to such rate or rates as shall be fixed by the owner. In the event of a dispute, the decision of the Project Director will be final conclusive and binding.

**Use of white fluid is prohibited and any correction in bidding documents by crossing/ re-writing without signature/ initial of bidder shall in both conditions lead to rejection of bid**

**CLAUSE – 15: NO CLAIM TO ANY PAYMENT OR COMPENSATION FOR ALTERNATION IN OR RESTRICTION OR WORK**

If at any time after the execution of the contract documents the Project Director shall for any reason whatsoever not require the whole or any part of the work as specified in the tender to be carried out at all or carried out in part by the Contractor, he shall give notice in writing of the fact to the Contractor, who shall thereupon have no claim to any payment of compensation whatsoever on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not so derive in consequent of the full amount of the work not having been carried out, neither shall he have any claim for compensation by reason of any alternations, having been made in the original specifications, drawings, designs, and instruction which may involve any curtailment of the work as of the work before the receipt of the said notice to stop or curtail the work, the Contractor shall be paid for such materials at the rates detained by the Project Director provided they are not in excess of requirements and are of approved quality.

**CLAUSE – 16: TIME LIMIT FOR UNFORESEEN CLAIMS**

Under no circumstances whatsoever shall the Contractor be entitled to any compensation from Authority on any account unless the Contractor shall have submitted a claim in writing to the Project Director within one month of the cause of such claim occurring. The contractor shall give full details of such claim, indicating the part of the work is the subject matter of such claim, the reasons giving rise to the said claim and submit, as far as possible, documentary evidence in support of the reasons and the calculations for such claim., the claim shall not be considered as valid or payable unless and the scrutinized and accepted by the Consultant and Project Director & will become payable only to the extent upto which it has been accepted by the Project Director.

**CLAUSE – 17: ACTION AND COMPENSATION IN CASE OF BAD WORK**

If any time before the security deposit is refunded to the contractor, it shall appear to the Project Director or his subordinate-in-charge of the work, that any work has been executed with unsound, imperfect or unskilled workmanship or with materials of inferior quality, or that any materials or articles provided by him for the execution of the work are unsound, or of a quality inferior to that contracted for, or are otherwise not in accordance with the contract, shall be

lawful for the Project Director to intimate this act in writing to the contractor and then notwithstanding the fact that the work, materials or articles complained of may have been inadvertently passed, certified and paid for, the Contractor shall be found forthwith to rectify or remove and reconstruct the work so specified in whole or in part, as the case may require, or if so required, shall remove the material or articles, and provide other proper and suitable material or articles at this own proper charge and cost; and in the event of his failing to do so within a period to be specified by the Project Director in the writing intimation aforesaid, the Contractor shall be liable to pay compensation at the rate of one percent, on the amount of the estimate for every day not exceeding 10 days during which the failure so continues and in the case of any such failure the project director may rectify or remove, and re-execute the work or remove and replace the materials or articles complained of as the case may be at the risk and expense and all respects of the contractor. Should the Project Director consider that any such interior work or materials as described above may be accepted or made use of, it shall be within the discretion to accept the same at such reduced rates as he may fix thereof.

**CLAUSE – 18: WORK BE OPEN TO INSPECTION CONTRACTOR OR RESPONSIBLE AGENT TO BE PRESENT**

All works under or in course of execution or executed in pursuance of the contract shall at all times be open to the inspection and supervision of the Project Director or his subordinates, and the Contractor shall at all times during the usual working hours, and at all other times at which reasonable notice of the intention of the Project Director or his subordinate to visit the work shall have been given to the Contractor, either himself be present to receive orders and instructions, or have responsible agent duly accredited in writing present for that purpose. Orders given to the Contractor's duly authorized agent shall be considered to have the same force and effects as if they had been given to the Contractor himself.

**CLAUSE – 19: NOTICE TO BE GIVEN BEFORE WORK IS COVERED UP**

The Contractor shall give not less than five days notice in writing to the Project Director or his subordinate In-Charge of the work before covering up or otherwise placing beyond the reach of check inspection & measurement any work in order that the same may be verified, checked, inspected and measured, and correct dimensions thereof taken before the same is so covered up or placed beyond the reach of verification, check, inspection & measurement, and shall not cover up or place beyond the reach of consent in writing of the Project Director or his subordinate in-Charge of the work, and if any work shall be covered up or placed beyond the reach of verification, check, inspection and measurement without such notice having been given to consent obtained, the same shall be uncovered at the Contractor's expense, and in default thereof no payment or allowance shall be made for such work, or for the materials with which the same was executed.

**CLAUSE – 20: CONTRACTOR LIABLE FOR DAMAGE DONE AND FOR IMPERFECTIONS FOR THREE MONTHS AFTER CERTIFICATE**

If the contractor or his workmen, or servants shall break, decay, injure or destroy any part of a building in which they may be working, or any building, road, fence, enclosure or overhead or underground service lines of water supply, sewerage, electricity, telephone, gas etc, or grass land or cultivated ground continuous to the premises on which the work or any part thereof is being executed, or if any damage shall be done to the work, while it is in progress from any cause whatever or if any part thereof is being executed, or if any damage shall be done to the work, while it is in progress from any cause whatever or if any imperfections become apparent in it within three months of the grant of a certificate of completion, final or otherwise, by the Project Engineer, the Contractor shall make good the same on his own expense, or in default the Project Director may cause the same to be made good by their workmen, and deduct the expenses of

(which the certificate of the Project Director shall be final) from any sums that may then be due or may thereafter become due to the Contractor, or from his security deposits or the proceeds of sale thereof, or of a sufficient portion thereof or any of his dues available against other works with the University or as arrears of land revenue in case no dues are available or the amount available falls short of the total recoveries.

**CLAUSE – 21: CONTRACTOR SUPPLY PLANT LADDERS, SCAFFOLDING ETC. AND IS LIABLE FOR DAMAGES ARISING ON PROVISION OF LIGHTS, FENCING ETC.**

The Contractor shall supply at his own cost all material (except such special materials; if any, as may, in accordance with the contract, be supplied from the University Stores), plant, tools, appliances, implement, ladders, cordage, tackle, scaffolding and temporary work requisite or proper for the execution of the work, whether in the original, altered or substituted form, and whether included in the specification, or other documents, forming part of the contract or referred to in these conditions or not, and which may be necessary for the purpose of satisfying or complying with the requirements of the Project Director as to any matters as to which under these conditions he is entitled to be satisfied or which he is entitled to require together with carriage therefore to and from the work. The Contractor shall also supply without charge the requisite number of persons with the means and material necessary for the purpose of setting out works, and counting, weighing and assisting in the measurement or examination at any time and from time to time of the work or the material, failing this the same may be provided by the Project Director at the expense of the Contractor and the expenses may be deducted from any money due to the Contractor under the contract, or from his security deposit or the proceeds of sale thereof, of a sufficient portion thereof. The Contractor shall provide all necessary fencing and lights required to protect the public from accident, and shall also be bound to bear the expense defense of every suit, action or other legal proceeding, that may be brought by any person for injury sustained owing to neglect of the above precautions, and to pay any damages and costs which may be awarded in any such suit action or proceeding to any such person, or which may with the consent of the Contractor be paid for compromising any claim by any such person.

**CLAUSE – 22: MEASURES FOR PREVENTION OF FIRE**

The Contractor shall not set fire to any standing jungle, trees, bush-wood or grass without a written permit from the Project Engineer.

When such permit is given, and also all cases when destroying cut or dog up-trees, bush wood, grass etc. by fire, the Contractor shall take necessary measures to prevent such fire spreading to otherwise damaging surrounding property.

The Contractor make his own arrangements at his cost and expense for providing drinking water and water for domestic use of his labor employed in connection with the execution of the works as also for the use of his labor employed in connection with the execution of the works as also for use on the works itself. However, in case if the contractor is not able to make his own arrangement for water, the same could at the discretion of the Project Engineer be supplied by the owner in which case the recovery against the water charges at 2% of the cost of those items of work in which the water is used in the construction shall be made from the bills of the Contractor.

**CLAUSE – 23: LIABILITY OF CONTRACTOR FOR ANY DAMAGE DONE IN OR OUTSIDE WORK AREA**

Compensation for all damage done intentionally or unintentionally by Contractor's labor whether in or beyond the limits of University Property including any damage, caused by spreading of fire

mentioned in clause 22 shall be estimated by the Project Director or such other office as he may appoint and the estimates of the Project Director shall be final and the Contractor shall be bound to pay the amount of the assessed compensation on demand failing which he same will be recovered from the contractor as damages in the manner prescribed in clause 1 or deduced by the Project Director from any sums that may be due or become due from University of the Contractor under this contract of otherwise.

The Contractor shall bear the expenses of defending any action or other legal proceedings that may be brought by any person, partly or authority for injury sustained by him owing to neglect of precautions to prevent the spread of fire and he shall pay any damages and cost that may be awarded by the court in consequence.

**CLAUSE – 24: EMPLOYMENT OF FEMALE LABOR**

The employment of female labors on works in the neighborhood of soldiers, barracks should be avoided as far as possible.

**CLAUSE – 25: WORK IN FRIDAYS**

No work shall be done on Friday or a public holiday without the prior sanction in writing of the Project Engineer.

**CLAUSE – 26: WORK NOT TO BE SUBJECT CONTRACTOR MAY BE RESCINDED & SECURITY DEPOSIT FORFEITED**

The contract shall not be assigned or sublet without the written approval of the Project Director. And if the contractor shall assign or sublet his contract, or attempt to do, or become insolvent or commence any proceedings to be adjudicated an insolvent or make any composition with his creditors, or attempt so to do, the Project Director may, by notice in writing rescind the contract. The Contractor shall keep full and true accounts in respect of the contract works in the regular course of business and shall whenever called upon by the Project Director by notice in writing, produce them for inspection by him or by any officer appointed by him in that behalf. Also if any bribe, gratuity, gift, loan, reward or advantage pecuniary or otherwise, shall either directly or indirectly be given, promised or offered by the Contractor or any of his servants or agents to any public officer or person in the employment of University in any way relating to his office or employment or if any such officer or person shall become in any way directly or indirectly interested in the contract or if the Contractor does not keep accounts or fails to produce them as aforesaid, the Project Director may by notice in writing rescind the contract. In the event of a Contract being rescinded the security deposit of the contractor shall thereupon stand forfeited and be absolutely at the disposal of University and the same consequences shall ensue as if the contract had been rescinded under clause 3 hereof and in addition the Contractor shall not be entitled to recover or be paid for any work therefore actually performed under the contract.

**CLAUSE – 27: SUM PAYABLE BY WAY OF COMPENSATION TO BE CONSIDERED AS REASONABLE COMPENSATION WITHOUT REFERENCE TO ACTUAL LOSS**

All sums payable by a contractor by way of compensation under any of these conditions shall be considered as a reasonable compensation to be applied to the use of University without reference to the actual loss or damage sustained, and whether any damage has or has not been sustained.

**CLAUSE – 28: CHANGES IN THE CONSTITUTION OF FIRM TO BE NOTIFIED**

In the cases of a tender by partners any change in the constitution of a firm shall be forthwith notified by the Contractor to the Project Director for his information.

**CLAUSE – 29: WORK TO BE UNDER DIRECTOR OF CONSULTANT AND PROJECT DIRECTOR**

All works to be executed under the contract shall be executed under the direction and subject to the approval in all respects of the Consultant and Project Director for the time being, who shall be entitled to direct at what point or points and in what manner they are to be commenced, and from time to time carried on.

**CLAUSE – 30: DECISION OF PROJECT DIRECTOR TO BE FINAL**

Except where otherwise specified in the contract and subject to the powers delegated to him by Authority under the Code rules then in force, the decision of the Project Director shall be final, conclusive, binding on all parties to the contract upon all questions relating to the meaning of the specifications, design, drawings, and instructions hereinbefore mentioned and as to the quality of workmanship, or materials used on the work, or as to any other question claim, right, matter, or the thing whatsoever in any way rising out of, or relating to the contract, design, drawings, specification, estimates, instructions, orders or these conditions, or otherwise concerning the works, or the execution or failure to execute the same, whether arising, during the progress of the work, or after the completion or abandonment thereof.

**CLAUSE – 31: LUMP SUM IN ESTIMATES**

When the estimate on which a tender is based includes one or more items with lump sum rates or lump sum amount o Contractor shall be entitled to payment in respect of such items on the rates entered in this contract with the detailed specifications and the analysis of the rates on which the contract price is calculated. Where part of the work is done or the specifications are altered the Contractor will submit his own rate and payment shall be controlled in the same way as if the item of work was done outside the current Government Schedule of Rates applicable in the case in accordance with the procedure laid down in Clause 14. Provided always that in case of the percent rate tenders, no premium as quoted for the main tender as also hat quoted in clause 14 (which will be the same premium as for the main tender) shall be payable for any item of work including the lump sum items or market rates which are outside the current Government Schedule of Rates.

**CLAUSE – 32: ACTION WHERE NO SPECIFICATIONS**

In the case of any class of work for which here is no such specific ion as is mentioned in Rule 1 such work shall be carried out in accordance with the Sindh PWD specifications and in the event of here being no Sindh PWD specifications, then in such case the work shall be carried out in all respects in accordance with the instructions and requirements of the Project Director. The payment for such items of work shall be made in accordance with the procedure laid down in Clause 14 for items of work outside the current Government Schedule of Rates.

**CLAUSE – 33: DEFINITION OF WORK**

The expression Work or Work where use in these conditions shall, unless there be something in the subject of context repugnant to such construction be constructed to mean the work or works contracted to be executed under or in Virtue of the contract, whether temporary or permanent and whether original altered, substituted or additional.

**CLAUSE – 34: CONTRACTORS PERCENTAGE WHETHER APPLIED TO NET OR CROSS AMOUNT OF BILL**

The percentage referred to in the tender shall be deducted from/added to the gross amount of the bill before deducting the value of any stock issued.

**CLAUSE – 35: REFUND OF QUARRY FEES AND ROYALTIES**

All quarry fees, royalties, octroi, dues, ground rents, local & Government taxes and rates etc. relating directly or indirectly to the execution of the works under this contract shall be paid by the Contractor as a final charge and no refund on this account shall be allowed by the University.

**CLAUSE – 36: COMPENSATION UNDER THE WORKMEN'S COMPENSATION ACT**

The Contractor shall be responsible for and shall pay any compensation to his workmen payable under the Workmen's Compensation Act, 1923 (VII of 1923), (hereinafter called the said Act) as amended upto date for injuries caused to the workmen. If such compensation is paid by University as principal under sub-section (1) of section 12 of the said Act on behalf of the Contractor, it shall be recoverable by University from the contractor under sub-section (2) of the said section such; compensation shall be recovered in the manner laid down in Clause 1 above. The contractor shall also discharge all other liabilities in relation to the current Government of local legislations with respect to the Labor Laws and other Fringe benefits like Health and Insurance cover, Old Age benefits etc. for all his labor including the administrative and supervisory staff.

**CLAUSE – 37-A: CLAIM FOR QUANTITIES AS PER SCOPE OF WORK SHOWN ON DRAWINGS**

The quantities of different items of work shown in the schedule-B attached to this tender are only approximate. The actual quantities of different items as done at site will be controlled by the detailed drawings and the actual requirements at site of work. No claim whatsoever will be entertained on account of excess or reduction in the scope of work as shown on the drawings.

**CLAUSE – 37-B:** Where due to change of specification or scope or work or due to additions in size and quantum of the work the total cost of the work increases up to 30% at the cost as shown in the MEMORANDUM (exceeding those cases where the total cost has increased due to any claim of the contractor or the escalation in the rates/cost subject to its sanction) the Contractor shall be bound to carry out the same at the same rates and under the same conditions as for the main tender. In case where the total cost is likely to increase beyond 30% of the amount shown in the MEMORANDUM, it will be optional for the Contractor to decline to take up the additional work provided always that no work shall be left in incomplete or in unfinished shape irrespective of the total cost of the work, there shall be no financial limit to it and that the entire work shall be done at the same rate and under the same terms and conditions as the main tender.

**CLAUSE – 38: EMPLOYMENT OF FAMINE ETC. LABOR**

The Contractor shall employ any famine, convict or other labor of a particular kind of class if ordered in writing to do so by the Project Engineer.

**CLAUSE – 39: CLAIM FOR COMPENSATION FOR DELAY IN THE EXECUTION OF WORK**

No compensation shall be allowed for any delay in the starting of the work on account of acquisition of land or, in the case of clearance works on account of any delay in accordance with the sanction to estimates.

**CLAUSE – 40:** No compensation shall be allowed for any delay in the execution of the work on account of water standing in borrow pits or compartments or on the loan or the approach road etc. The rates are inclusive of hard or cracked soil, excavation mud, subsoil water or water standing in borrow pits and no claim for any extra rate shall be entertained, unless otherwise expressly specified.

**CLAUSE – 41: ENTERING UPON OR COMMENCING ANY PORTION OF WORK**

The Contractor shall not enter upon or commence any portion of work except with the written authority and instructions of the Project Director or of his subordinate-in-charge of the work. Failing such authority the Contractor shall have no claim to ask the measurements of or a payment for work.

**CLAUSE – 42: MINIMUM AGE OF PERSONS EMPLOYED, THE EMPLOYMENT OF DONKEYS OR OTHER ANIMALS**

- No Contractor shall employ any person who is under the age of 12 years.
- No Contractor shall employ donkeys or other animals with breeching of string or thin rope. The breeching must be at least three inches wide and should be of tape (Nawar).
- No animal suffering from sores, lameness or emaciation or which is immature shall be employed on the work.
- The Contractor shall not employ any labor who has any contagious disease or is a habitual narcotic user or is so sick and unfit for manual labor as to create a hazard for his health or life.
- The Project Director or his Agent is authorized to remove from the work any person or animal found working which does not satisfy these conditions and no responsibility shall be accepted by the University for any Delay caused in the completion of the work by such removal.

Any Contractor who does not accept these conditions shall not be allowed tendering, for works and his name shall be removed from the list of Contractors.

**CLAUSE – 43: PAKISTANI TIMBER TO BE USED**

As far as possible Pakistani Timbers shall be used and where for any reason this is not practicable preference shall be given to imported timber of approved origin and quality.

**CLAUSE – 44: CERTIFICATE FOR CONCESSIONARY FREIGHT OF CHARGES FROM THE RAILWAY**

If any material, such as stones, metal, bajri, sand etc. are required to be conveyed by rail, the Contractors will be granted certificates by the Project Director to the effect that the materials are required for university works thereby enabling them to have the benefit of any so allowed under the rules from the railways. In case, however, such a concession is withdrawn by the railways at any time, no claim shall be made against University of this account.

**CLAUSE – 45: PROCEDURE FOR ACCEPTANCE OF TENDERS WHEN TENDERED RATES ARE SAME**

When tendered rates are the same preference will be given at the discretion of the accepting authority to those who tender for the carting of materials by vehicles having pneumatic tires.

**CLAUSE – 46: RECOVERY OF DUES FROM CONTRACTOR AS AREAS LAND REVENUE**

Any sum due to the University by the Contractor shall be liable for recovery as arrears of Land Revenue.

**CLAUSE – 47: PARTNERSHIP M. L. As. IS FOR BIDDER**

The Contractor shall certify that no member of Legislative Assembly is in partnership with him and that University will have the right to terminate the contract at any stage if it is discovered that a member of Legislative Assembly or Parliament is a partner in the Contract.

**CLAUSE – 48: PAYMENT OF TAXES**

The Contractor firmly holds himself responsible to get himself registered under Income Tax and Sales Tax Rules and to pay these and all other Government and local taxes due to him from time to time in accordance with the Government instructions.

**CLAUSE – 49: INTEREST OR SHARE UNIVERSITY SERVANT IN THE WORK**

The Contractor shall certify that no University Servants, Government servants of a Corporate Body directly controlled by the government has directly or indirectly any share or interest in this work.

**CLAUSE – 50:** The Contractor will not be allowed to withdraw his tender and ask for the return of earnest money before expiry of the period of three months, commencing from the date of opening of the tender and that if it is withdrawn in violation of this condition earnest money shall be forfeited.

**CLAUSE – 51:** Notwithstanding anything contained in any clause of this contract and further notwithstanding the fact that the final completion Certificate has been awarded to the Contractor, the liability of the contractor for the purposes of "Defect Liability" shall extend for the period of 12 months from the date of issue of satisfactory completion certificate for removal including replacement of any defect found in the works due to faulty construction or any other cause directly attributed to and as result of defective work. The 50% of the security deposit will be returned to the contractor six months after the issue of satisfactory completion certificate and removal of defects, if any, and the remaining 50% deposit will be refunded 12 months after removal of defects, if any or 12 months after issue of the completion certificate whichever is latter.

**CLAUSE – 52:** The Contractor shall employ at his cost at the site of work for effective planning, supervision and control of the work, adequate, full time Engineering Staff and trained and experienced artisans in addition to the usual team of workmen and labor in accordance, in general, to the following scales.

Work consisting upto Rs. 2.0 Lacs	Only artisans
Work consisting upto Rs. 15.0 Lacs	A Diploma Holder
Works costing Rs. 15.0 Lacs	A Professional Engineer registered with Pakistan Engineering Council

**CLAUSE – 53: FORCE MAJEURE**

The Parties shall not be considered to be at default in the execution of their contractual obligations or any of them to the extent that the execution of such obligations or any of them is delayed or omitted by cause of Force Majeure. Each party will advise the other party by written notice within 30 days of the occurrence of any such case of force majeure employed therein shall mean acts of the Public Enemy Wars (whether declared or not) hostilities, revolutions, civil disturbances, epidemics, fires, floods, earthquakes, another causes of similar nature which render the performance of this agreement unfeasible and in spite of the exercise of due diligence the party seeking excuse from performance is unable to overcome.

## SPECIAL CONDITIONS

- CLAUSE – 54:** The Mobilization Advance will be extended to the contractor upto 10% of the contract cost against the irrevocable bank guarantee of amount equal to the mobilization advance. The contractor shall have to pay interest on the Mobilization Advance at the rate of 10% per annum. The advance including the interest shall be recovered in 5 equal installments.
- CLAUSE – 55:** The period of \_\_\_\_\_ (Name of item) as on \_\_\_\_\_ (date of receipt of tenders) fixed by the \_\_\_\_\_ (Name of authority/manufacturer) is Rs. \_\_\_\_\_ per \_\_\_\_\_ should there be any change in the above price by the manufacturer during the currency of the contract, the difference will be payable to or, as the case may be, recoverable from the contractor. The effect of the revision of the prices will be confined only to the quantity of the items which is actually consumed after the date of such revision.
- CLAUSE – 56:** The electric and water connection will be provided at one point respectively near the site of work. The Contractor will be responsible for further distribution wherever required including making complete arrangements for storage of water. The cost of electric energy consumed as per prevailing tariff including service charges of WAPDA will be paid by the contractor. The cost of water consumed in work will be recovered from the bills of the contractor @2% (two percent) of the cost of those items of work on which water is used.

**CONTRACTOR**

Witness \_\_\_\_\_

**PROJECT DIRECTOR**

Witness \_\_\_\_\_

Certified that the Tender/Agreement has been prepared/executed under our supervision and we are satisfied that it has been correctly prepared/executed.

**CONSULTANTS**

**NOTES:**

- All works shall be carried out as per Public Works Department Hand Books, Specifications currently adopted by Government of Sindh or as directed.
- Rates quoted include clearance of Site (prior to commencement of works) and at its work under all re-associates and hold good work under all conditions of Site.
- Contractors shall quote rates on items rates (non-schedule items) giving rates in figures and words and giving total according to estimated quantity for each item and total works.
- The rates shall include charges for cartage to and from any distance. No claim shall be entertained or increase of rates allowed on this account.
- Fine and coarse aggregate shall be as per latest British Standard Specification 882 Coarse aggregates shall be founded and shall have the following grading.

3/4" Sieve	100%
3/8" Sieve	45 – 75 %
3/16" Sieve	30 – 48 %
No. 7 Sieve	23 – 42 %
No. 14 Sieve	16 – 34 %
No. 25 Sieve	09 – 27 %
No. 52 Sieve	02 – 12 %
No. 100 Sieve	01 – 1.5 %

Maximum allowable slump 2 inches

Minimum Cement Content 605 lbs/cubic yard

- Periodical samples of concrete (cube or cylinder) will be tested to confirm to the specifications of strength requirement of the structural members e.g.
  - Roof Slab etc. Not less than 3000 psi
  - Tank Not less than 3750 psi(Cost of all such testing will be borne by the Contractor)
- Separate premium for each part may be quoted i.e. Civil, Plumbing and Electrification. If quoted rates for any part are considered high it will not be let-out and re-invited.

## FORM OF PERFORMANCE SECURITY

KNOW ALL MEN BY THESE PRESENTS, that \_\_\_\_\_  
(Name and address of Contractor)

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

as Principal (hereinafter called the "Contractor") and \_\_\_\_\_

\_\_\_\_\_  
(Name, Title and Address of the Surety)

\_\_\_\_\_ as surety (hereinafter called the "Surety") are held and firmly bound unto

\_\_\_\_\_  
(Name and Address of the Employer)

\_\_\_\_\_ as obliged (hereinafter called the "Employer" in  
amount of Rupees \_\_\_\_\_ (Rs. \_\_\_\_\_)

The payment of which sum, well and truly to be made, the Contractor and the surety bind themselves, their assessors and assigns, jointly and severally, firmly by these presents.

**WHEREAS** the Contractor has entered into a written Contract Agreement with the Employer dated \_\_\_\_\_  
day of \_\_\_\_\_ 20 \_\_\_\_\_ for \_\_\_\_\_ in  
(Name of Work)

accordance with the plan and specifications and amendments hereto, to the extent herein provided for are by reference made part hereof and are hereinafter referred to as the Contract.

**NOW THEREFORE** the condition of this obligation is such that, if the Contractor shall promptly and faithfully perform the said Contract (including any amendments thereto) then this obligation shall be null and void; otherwise it shall remain in full force and effect.

**WHENEVER** the Contractor shall be, and declared by the Employer to be, in default under the Contract, the Employer having performed the Employer's obligations there under, the Surety may promptly remedy the default, or shall promptly.

- Pay the Employer the amount required by the Employer to complete the Contract in accordance with its terms and conditions up to a total no exceeding the amount of this Security.
- Obtain a bid or bids for submission to the Employer for completing he Contract in accordance with its terms and conditions, and upon determination by the Employer and the Surety of lowest responsive

bidder, arrange for a contract between such bidder and the Employer and make available as work progresses (even through there should be default of a succession of defaults under the contract or contractors of completion arranged under this paragraph sufficient funds to pay the cost of completion less the balance of the Contract Value; but no exceeding including other costs and damages for which the Surety maybe liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract Value" as used in this paragraph shall mean the total amount payable by the Employer to the Contractor: or

- Pay the Employer the amount required by he Employer to complete the Contract in accordance with its terms and conditions up to a total not exceeding the amount of security.

The Surety shall not be liable for a sum greater than the specified penalty of this Security.

Any suit under this Security be instituted before the issue of the taking-over certificate.

No right of action shall accrue on this security to or for the use of any person or corporation other than the Employer named herein or heirs, executors, administrators or successors of the Employer.

Signed on: \_\_\_\_\_  
(Date)

On behalf of \_\_\_\_\_  
(The Surety)

By \_\_\_\_\_  
(Name)

In the capacity of \_\_\_\_\_  
(Designation)

In the presence of \_\_\_\_\_  
(Witness)

**INSTRUCTIONS  
TO  
BIDDERS**

## **INSTRUCTIONS TO BIDDERS**

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

### **A. GENERAL**

#### **IB.1 Scope of Bid**

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

#### **IB.2 Source of Funds**

- 2.1 The Employer has received a fund from Government of Sindh indicated in the Bidding Data Sheet in various currencies towards the cost of the project specified in the Bidding Data Sheet and it is intended that part of the proceeds of the fund 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 Pre qualified bidders

#### **IB.4 One Bid per Bidder**

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

#### **IB.5 Cost of Bidding**

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

#### **IB.6 Site Visit**

- 6.1 The bidders are advised to visit and examine the Site of Works and its surroundings and obtain for themselves on their own responsibility all information that may be necessary for preparing the bid and entering into a contract for construction of the Works. They are to certify in a letter submitted with his tender that he has done so. All cost in this respect shall be at the bidder's own expense.

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

## **B. BIDDING DOCUMENTS**

### **IB.7 Contents of Bidding Documents**

- 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.

#### **7.1.1 Volume - I**

1. Instructions to Bidders.
2. Bidding Data Sheet.
  - a – General Conditions of Contract (G.C.C)
  - b – Particular Conditions of Contract (P.C.C)
3. Bill of Quantities
4. Specifications – Special Provisions.
5. Appendices to Bid.
6. Form of Bid Security.
7. Forms of Performance Security
7. Form of Contract Agreement.
8. Mobilization Advance Guarantee/Bond and Form of Indemnity Bond for Secured Advance.
9. Addenda or Corrigenda issued by Employer

#### **7.1.2 Volume – II**

1. Specifications & Technical Provisions.

#### **7.1.3 Volume – III**

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

#### **IB.8 Clarification of Bidding Documents**

- 8.1 Any prospective bidder requiring any clarification (s) in respect of the Bidding Documents may notify the Employer in writing at the Employer's address indicated in the Invitation for Bids. The Employer will respond to any request for clarification which he receives earlier than 10 days prior to the deadline for submission of bids.

Copies of the Employer's response will be forwarded to all purchasers of the Bidding Documents, including a description of the enquiry but without identifying its source.

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#### **IB.9 Amendment of Bidding Documents**

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

### **C. PREPARATION OF BIDS**

#### **IB.10 Language of Bid**

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

#### **IB.11 Documents Comprising the Bid**

11.1 The Bid shall comprise the Price Bid, containing the documents listed in Bidding Data Sheet under the heading of IB 11.1 A respectively. Each bidder shall furnish all the documents as specified in Bidding Data Sheet 11.1 A.

11.2 Bids submitted by a JV shall include a copy of the Joint Venture Agreement entered into by all partners. Alternatively, a Letter of Intent to execute a Joint Venture Agreement in the event of a successful bid shall be signed by all partners and submitted with the bid, together with a copy of the proposed agreement. The role to be played by each partner to be specified therein. Bids submitted by a joint venture of two (2) or more firms shall comply with the following requirements:

- (a) In case of a successful bid, the Form of JV Agreement shall be signed so as to be legally binding on all partners within 7 days of the receipt of letter of acceptance failing which the contract and the letter of acceptance shall stand void and redundant.
- (b) One of the joint venture partners shall be nominated as being in charge; and this authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the joint venture partners;

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- (c) The partner-in-charge shall always be duly authorized to deal with the Employer regarding all matters related with and/or incidental to the execution of Works as per the terms and Conditions of JV Agreement 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 (b) above as well as in the Form of Bid and in the Form of JV Agreement (in case of a successful bid); and
- (e) A copy of JV agreement shall be submitted before signing of the Contract, stating the conditions under which JV 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. The JV Agreement shall be made part of the contract. No amendments / modifications whatsoever in the joint venture agreement shall be agreed to between the joint venture partners without prior written consent of the Employer.

- 11.3 The Bidder shall furnish, as part of the Financial Bid, a Financial Proposal including a statement of work methods, equipment, Construction Schedule and any other information as stipulated Bidding Forms, in sufficient detail to demonstrate the adequacy of the Bidders' proposal to meet the work requirements and the completion time referred to in Sub-Clause 1.2 hereof.

#### **IB.12 Bid Prices**

- 12.1 Unless stated otherwise in the Bidding Documents, the Contract shall be for the whole of the Works as described in IB 1.1 hereof, based on the unit rates and / or prices submitted by the bidder.
- 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 Employer when executed and shall be deemed covered by rates and prices for other items in the Bill of Quantities.
- 12.3 All duties, taxes and other levies payable by the Contractor under the Contract, or for any other cause, as on the date 28 days prior to the deadline for submission of bids shall be included in the rates and prices and the total Bid Price submitted by a bidder.

Additional / reduced duties, taxes and levies due to subsequent additions or changes in legislation shall be reimbursed / deducted as per Sub-Clause 70.2 of the General Conditions of Contract Part-I.

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- 12.4 The rates and prices quoted by the bidders are subject to adjustment during the performance of the Contract in accordance with the provisions of Clause 70 of the Conditions of Contract. The bidders shall furnish the prescribed information for the price adjustment formulae in Appendix-C to Bid, and shall submit with their bids such other supporting information as required under the said Clause.
- 12.5 All discounts offered by the bidders should be as per the procedure given in the Bidding Data Sheet accompanying the instructions to bidder

#### **IB.13 Currencies of Bid and Payment**

- 13.1 The unit rates and the prices shall be quoted by the bidder entirely in Pak rupees. A bidder expecting to incur expenditures in other currencies for inputs to the Works supplied from outside the Employer's country (referred to as the "Foreign Currency Requirements") shall indicate the same in Appendix-B to Bid. The proportion of the Bid Price (excluding Provisional Sums) needed by him for the payment of such Foreign Currency Requirements either (i) entirely in the currency of the Bidder's home country or, (ii) at the bidder's option, entirely in Pak rupees provided always that a bidder expecting to incur expenditures in a currency or currencies other than those stated in (i)

and (ii) above for a portion of the foreign currency requirements, and wishing to be paid accordingly, shall indicate the respective portions in his bid.

- 13.2 The rates of exchange to be used by the bidder for currency conversion shall be the TT&OD Selling Rates published or authorized by the State Bank of Pakistan prevailing on the date 28 days prior to the deadline for submission of bids.

For the purpose of payments, the exchange rates used in bid preparation shall apply for the duration of the Contract.

#### **IB.14 Bid Validity**

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

IB-6

#### **IB.15 Bid Security**

- 15.1 Each bidder shall furnish, as part of his bid, a Bid Security in the amount stipulated in the Bidding Data Sheet in Pak Rupees or an equivalent amount in a freely convertible currency.
- 15.2 The Bid Security shall be, at the option of the bidder, in the form of Deposit at Call or a Bank Guarantee issued by a Scheduled Bank in Pakistan or from a foreign bank duly counter guaranteed by a Scheduled Bank in Pakistan in favor of the Employer valid for a period 28 days beyond the Bid Validity date.
- 15.3 Any bid not accompanied by an acceptable Bid Security shall be rejected by the Employer as non-responsive.
- 15.4 The bid securities of unsuccessful bidders will be returned as promptly as possible, but not later than 28 days after the expiration of the period of Bid Validity.

15.5 The Bid Security of the successful bidder will be returned when the bidder has furnished the required Performance Security and signed the Contract Agreement.

15.6 The Bid Security may be forfeited:

- (a) if the bidder withdraws his bid except as provided in IB 22.1;
- (b) if the bidder does not accept the correction of his Bid Price pursuant to 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.
  - (iii) Furnish the required JV agreement within 7 days of the receipt of letter of acceptance.

#### **IB.16 Alternate Proposals by Bidder**

IB.1 Should any bidder consider that he can offer any advantages to the Employer by a modification to the designs, specifications or other conditions, he may, in addition to his bid to be submitted in strict compliance with the Bidding Documents, submit any Alternate Proposal(s) containing (a) relevant design calculations; (b) technical specifications; (c) proposed construction methodology; and (d) any other relevant details / conditions, provided always that the total sum entered on the Letter of Price Bid shall be that which represents complete compliance with the Bidding Documents. The technical details and financial implication involved are to be submitted in two separate sealed envelopes as to be followed in main bid proposals.

16.2 Alternate Proposal(s), if any, of the lowest evaluated responsive bidder only may be considered by the Employer as the basis for the award of Contract to such bidder.

IB-7

#### **IB.17 Pre-Bid Meeting**

17.1 The Employer may, on his own motion or at the request of any prospective bidder(s), hold a pre-bid meeting to clarify issues and to answer any questions on matters related to the Bidding Documents. The date, time and venue of pre-bid meeting, if convened, is as stipulated in the Bidding Data Sheet. All prospective bidders or their authorized representatives shall be invited to attend such a pre-bid meeting.

- 17.2 The bidders are requested to submit questions, if any, in writing so as to reach the Employer not later than seven (7) days before the proposed pre-bid meeting.
- 17.3 Minutes of the pre-bid meeting, including the text of the questions raised and the replies given, will be transmitted without delay to all purchasers of the Bidding Documents. Any modification of the Bidding Documents listed in IB 7.1 hereof which may become necessary as a result of the pre-bid meeting shall be made by the Employer exclusively through the issue of an Addendum pursuant to Clause IB.9 and not through the minutes of the pre-bid meeting.
- 17.4 Absence at the pre-bid meeting will not be a cause for disqualification of a bidder.

**IB.18 Format and Signing of Bid**

- 18.1 Bidders are particularly directed that the amount entered on the Letter of Price Bid shall be for performing the Contract strictly in accordance with the Bidding Documents.
  - 18.2 All appendices to Bid are to be properly completed and signed.
  - 18.3 No alteration is to be made in the Letters of Price Bids nor in the Appendices thereto except in filling up the blanks as directed. If any such alterations be made or if these instructions be not fully complied with, the bid may be rejected.
  - 18.4 The Bidder shall prepare one original of the Price Bid comprising the Bid as described in Bidding Data Sheet against IB 11 and clearly mark it "ORIGINAL - PRICE BID". In addition, the Bidder shall submit One (1) copy of the Bid and clearly mark as "COPY." In the event of any discrepancy between the original and the copies, the original shall prevail.
  - 18.5 The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as specified in the Bidding Data Sheet and shall be attached to the bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Bid, except for unamended printed literature, shall be signed or initialed by the person signing the bid.
- IB-8
- 18.6 The bid shall contain no alterations, omissions or additions, except to comply with instructions issued by the Employer, or as are necessary to correct errors made by the bidder, in which case such corrections shall be initialed by the person or persons signing the bid.
  - 18.7 Bidders shall indicate in the space provided in the Form of Bid their full and proper addresses at which notices may be legally served on them and to which all correspondence in connection with their bids and the Contract is to be sent.

18.8 Bidders should retain a copy of the Bidding Documents as their file copy.

**D. SUBMISSION OF BIDS**

**IB.19 Sealing and Marking of Bids**

19.1 Each bidder shall submit his bid as under:

- (a) ORIGINAL and each copy of the Bid shall be separately sealed and put in separate envelopes and marked as such.
- (b) The envelopes containing the ORIGINAL and copies will be put in one sealed envelope and addressed / identified as given in IB 19.2 hereof.
- (c) The Financial bid should comprise of documents listed in Bidding Data Sheet (BDS) 11.1 (A)

19.2 The inner and outer envelopes shall:-

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

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

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

IB-9

**IB.20 Deadline for Submission of Bids**

- 20.1 (a) Bids must be received by the Employer at the address specified no later than the time and date stipulated in the Bidding Data Sheet.
- (b) Bids with charges payable will not be accepted, nor will arrangements be undertaken to collect the bids from any delivery point other than that specified above. Bidders shall bear all expenses incurred in the preparation and delivery of bids. No claims will be entertained for refund of such expenses.

- (c) Where delivery of a bid is by mail and the bidder wishes to receive an acknowledgment of receipt of such bid, he shall make a request for such acknowledgment in a separate letter attached to but not included in the sealed bid package.
  - (d) Upon request, acknowledgment of receipt of bids will be provided to those making delivery in person or by messenger.
- 20.2 The Employer may, at his discretion, extend the deadline for submission of bids by issuing an amendment in accordance with Clause IB.9, in which case all rights and obligations of the Employer and the bidders previously subject to the original deadline will thereafter be subject to the deadline as extended.

#### **IB.21 Late Bids**

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

#### **IB.22 Modification, Substitution and Withdrawal of Bids**

- 22.1 Any bidder may modify, substitute or withdraw his bid after bid submission provided that the modification, substitution or written notice of withdrawal is received by the Employer prior to the deadline for submission of bids.
- 22.2 The modification, substitution, or notice for withdrawal of any bid shall be prepared, sealed, marked and delivered in accordance with the provisions of Clause IB.19 with the outer and inner envelopes additionally marked "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL" as appropriate
- IB-10
- 22.3 No bid may be modified by a bidder after the deadline for submission of bids except in accordance with IB 22.1 and 27.2.
- 22.4 Withdrawal of a bid during the interval between the deadline for submission of bids and the expiration of the period of bid validity specified in the Form of Bid may result in forfeiture of the Bid Security in pursuance to Clause IB.15.

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

## **IB. 23 Bid Opening**

23.10 The Employer shall conduct the opening of Price Bids of all Bidders who has been Pre-qualified, in the presence of Bidders' representatives who choose to attend at the address, date and time specified by the Employer. The Bidder's representatives who are present shall be requested to sign a register evidencing their attendance

23.11 All envelopes containing Price Bids shall be opened one at a time and the following read out and recorded:

- (a) The name of the Bidder;
- (b) Whether there is a modification or substitution;
- (c) The Bid Prices, including any discounts and alternative offers; and
- (d) Any other details as the Employer may consider appropriate.

Only Price Bids and discounts, read out and recorded during the opening of Price Bids shall be considered for evaluation. No Bid shall be rejected at the opening of Price Bids.

23.12 Employer shall prepare minutes of the bid opening, including the information disclosed to those present in accordance with the IB 23.5 and 23.11.

23.13 **Single Stage-One Envelope Procedure;**

(a) Notice Inviting Tenders and bidding documents of this method shall contain the following eligibility criteria;

(i) relevant experience;

(ii) turn-over of last at least last three years;

(iii) Registration with Federal Board of Revenue (FBR), for Income Tax, Sales Tax in case of procurement of goods. Registration with the Sindh Revenue Board (SRB) in case of procurement of work and services, and registration with Pakistan Engineering Council (where applicable).

(iv) Any other factor deemed to be relevant by the procuring agency subject to provision of SPPRA Rule-44.

Each bid shall comprise one single envelope containing the Financial Proposal and required information mentioned in clause-(a) above, all bids received shall be opened and evaluated in the manner prescribed in the Notice Inviting Tenders or bidding documents.

**Use of white fluid is prohibited and any correction in bidding documents by crossing/ re-writing without signature/ initial of bidder shall in both conditions lead to rejection of bid**

## **IB.24 Process to be Confidential**

- 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 which shall be done at least ten (10) days prior to issue of Letter of Acceptance. 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 Employer'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 not later than fifteen (15) days after the announcement of the bid evaluation report; however mere fact of lodging a complaint shall not warrant suspension of the procurement process.

IB-11

## **IB.25 Clarification of Bids**

- 25.1 To assist in the examination, evaluation and comparison of bids, the Employer may, at his discretion, ask any bidder for clarification of his 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 Employer in the evaluation of the bids in accordance with Clause IB.28.
- 25.2 If a Bidder does not provide clarification of its Bid by the date and time set in the Employer's request for clarification, its bid may be rejected.

## **IB.26 Examination of Bids and Determination of Responsiveness**

- 26.1 Prior to the detailed evaluation of bids, the Employer will determine whether each bid is substantially responsive to the requirements of the Bidding Documents.
- 26.1 A Substantially responsive bid is one (ii) has been properly signed; (iii) is accompanied by the required Bid Security; (iv) Includes signed Integrity Pact where required as per clause IB.35 and (v) conforms to all the terms, conditions and specifications of the Bidding Documents, without material deviation or reservation. A material deviation or reservation is one (i) which affect in any substantial way, the scope, quality or performance of the Works; (ii) which limits in any substantial way, inconsistent with the Bidding Document, the Employer's rights or the bidder's obligations under the Contract; (iii) adoption/rectification whereof would affect unfairly the competitive position of other bidders presenting substantially responsive bids. Only substantially responsive bid shall be considered for evaluation.
- 26.3 If a bid is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the non-conforming deviation or reservation.

## **IB.27 Correction of Errors**

27.1 Bids determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Errors will be corrected by the Employer 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 Employer 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.

IB-12

27.2 The amount stated in the Letter of Price Bid will be adjusted by the Employer in accordance with the above procedure for the correction of errors and with the concurrence of the bidder, 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 IB 15.6(b) hereof.

## **IB.28 Evaluation and Comparison of Bids**

28.1 The Employer 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 Employer will determine for each Bid the evaluated Bid Price by adjusting the Bid Price as follows:

- (a) making any correction for errors pursuant to Clause IB.27;
- (b) excluding Provisional Sums and the provision, if any, for contingencies in the Summary Bill of Quantities, but including competitively priced 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 Employer's estimate of the cost of work to be performed under the Contract, the Employer 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 Employer 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 Employer against financial loss in the event of default of the successful bidder under the Contract.

## **F. AWARD OF CONTRACT**

### **IB.29 Award**

- 29.1 Subject to Clauses IB.30 and IB.34, the Employer will award the Contract to the bidder whose bid has been determined to be substantially responsive to the Bidding Documents and who has offered the lowest evaluated Bid Price, provided that such bidder has been determined to be eligible in accordance with the provisions of Clause IB.3 and qualify pursuant to Sub-Clause IB 29.2.
- 29.2 The Employer, at any stage of the bid evaluation, having credible reasons for or prima facie evidence of any defect in bidder's capacities, may require the bidders to provide information concerning their professional, technical, financial, legal or managerial competence whether already pre-qualified or not;

IB-13

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

### **IB.30 Employer's Right to Accept any Bid and to Reject any or all Bids**

- 30.1 Notwithstanding Clause IB.29, the Employer reserves the right to accept or reject any Bid, and to annul the bidding process and reject all bids, at any time prior to award of Contract, without thereby incurring any liability to the affected bidders or any obligation except that the grounds for rejection of all bids shall upon request be communicated to any bidder who submitted a bid, without justification of grounds. Rejection of all bids shall be notified to all bidders promptly.

### **IB.31 Notification of Award**

- 31.1 Prior to expiration of the period of bid validity prescribed by the Employer, the Employer will notify the successful bidder in writing ("Letter of Acceptance") that his Bid has been accepted. This letter shall name the sum which the Employer will pay 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, Employer may have clarification meetings to get 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 Employer 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 contract agreement, the Employer will promptly notify the other bidders that their Bids have been unsuccessful and return their bid securities.

#### **IB.32 Performance Security**

- 32.1 The successful bidder shall furnish to the Employer a Performance Security in the form and the amount stipulated in the Bidding Data and the Conditions of Contract within a period of 14 days after the receipt of Letter of Acceptance.
- 32.2 Failure of the successful bidder to comply with the requirements of Sub-Clause IB.32.1 or Clauses IB.33 or IB.35 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security.

IB-14

#### **IB.33 Signing of Contract Agreement**

- 33.1 Within 14 days from the date of furnishing of acceptable Performance Security under the Conditions of Contract, the Employer will send the successful bidder the Contract Agreement in the form provided in the Bidding Documents, incorporating all agreements between the parties.
- 33.2 The formal Agreement between the Employer and the successful bidder shall be executed within 14 days of the receipt of the Contract Agreement by the successful bidder from the Employer.

#### **IB.34 General Performance of the Bidders**

The Employer reserves the right to obtain information regarding performance of the bidders on their previously awarded contracts/works. The Employer may in case of consistent poor performance of any Bidder as reported by the employers of the previously awarded contracts, inter-alia, reject his bid and/or refer the case to the Pakistan Engineering Council (PEC). Upon such reference, PEC in accordance with its rules, procedures and relevant laws of the land take such action as may be deemed appropriate under the circumstances of the case including black listing of such Bidder and debarring him from participation in future bidding for similar works.

#### **IB.35 Integrity Pact**

The Bidder shall sign and stamp the Integrity Pact provided at Appendix-L to Bid in the Bidding Documents for all Federal 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 and will cease to have effect once the Contract is signed.

## **BIDDING DATA SHEET**

### Bidding Data Sheet

The following specific data for the Works to be bidden shall complement, amend, or supplement the provisions in the Instructions to Bidders. Wherever there is a conflict, the provisions herein shall prevail over those in the Instructions to Bidders.

#### Instructions to Bidders

##### Clause Reference

#### 1.1 Name and Address of the Employer:

##### The “Vice Chancellor” through the Project Director

Peoples University of Medical and Health Sciences for Women, Shaheed Benazirabad Sindh”

#### 1.2 Name of the Project & Summary of the Works:

##### Name of the Project:

**“Internal paint of Latif Hall” at Peoples University of Medical and Health Sciences for Women, Shaheed Benazirabad Sindh”**

##### Summary of works:

The works comprise of **“Internal paint of Latif Hall” Peoples University of Medical and Health Sciences for Women, Shaheed Benazirabad Sindh”**

Following execution and completion of above stated works, the Contractor shall be obliged to remedy defects therein in accordance with the provisions of Contract.

A more detailed Scope of Work is provided in the Bill of Quantities, Specifications and the Drawings.

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

The employer has received a fund from the **Government of Sindh** for Development towards the cost of the Works to be executed under this Contract.

#### 8.1 Time limit for clarification:

Minimum number of days to seek clarification by the prospective bidder may be inserted as 10 days.

#### 10.1 Bid language:

English shall be used in bidding.

BDS-2

### 11.1 Documents Accompanying the Bid.

11.1(A) The Bidder shall submit with its Price Bid the following documents:

- (a) Letter of Price Bid
- (b) **Bid Security** (IB.15)
- (c) Written confirmation authorizing the signatory  
of the Bid to commit the Bidder
- (d) Special Stipulations (as filled by the Employer) (appendix –A)
- (e) Foreign Currency Requirements (appendix –B)  
(If required and only in case of International Bidding)
- (f) Price Adjustment under Clause 70 (appendix –C)
- (g) Bill of Quantities (appendix –D)
- (h) Proposed Construction Schedule (appendix –E)
- (i) Method of Performing the Work (appendix –F)
- (j) Availability of Critical Equipment (appendix –G)
- (k) Construction Camp and Housing Facilities (appendix –H)
- (l) List of Sub-contractors (as required) (appendix –I)
- (m) Estimated Progress Payments (appendix –J)
- (n) Organization Chart for Supervisory Staff (appendix –K)
- (o) Integrity Pact (appendix –L)

### 12.5 Discount Offered by the Bidder

Any discount offered by the Bidder on its quoted prices, shall only be considered if such discount is either shown on the duly filled-in, signed and stamped Form of Bid or on the Summary Page of the Priced Bill of Quantities (BOQ). In case of any discrepancy or difference in the rate or amount of discount mentioned on the Form of Bid (as duly filled-in and signed), and on the Summary Page of the Prices BOQ, the discount shown on the Priced BOQ shall prevail.

Discount, if offered, through a separate letter of discount submitted with the Bid, will not be entertained and shall be considered null & void.

### 13.1 Currency of Bid & Payment

Delete the text of Sub-clause 13.1 and replace with the text; “Bidders are required to quote entirely in Pak. Rupees”.

### 14.1 Period of Validity:

90 days from the opening of Financial Bid.

**15.1 Amount of Bid Security:**

2% of Bid Amount in favor of employer in form of Bank Guarantee from a Scheduled Bank in Pakistan.

**17.1 Venue, Time and Date of the Pre-bid Meeting:**

**Project Director Office,**  
Peoples University of Medical and Health Sciences for Women,  
Shaheed Benazir Abad.  
Ph. No. 0244-9370249-9370260  
Fax No. 0244-9370263

Not required

**18.4 Number of Copies of the Bid to be Completed and Returned:**

One original and two copies.

**19.2(a) Employer's Address for the Purpose of Bid Submission:**

**Project Director Office,**  
Peoples University of Medical and Health Sciences for Women,  
Shaheed Benazir Abad.  
Ph. No. 0244-9370249-9370260  
Fax No. 0244-9370263

**19.2(b) Name and Identification Number of the Contract:**

Bid for **"Internal paint of Latif Hall"**

**19.2(c) Warning:**

Do not open before the time and date of Bid Opening intimated through invitation letter / invoice.

**20.1(a) Deadline for Submission of Bids:**

At **12:10** hours, on **27-06-2018**

**23.1 Venue, Time and Date of Bid Opening:**

**Project Director Office,**  
Peoples University of Medical and Health Sciences for Women,  
Shaheed Benazir Abad.  
Ph. No. 0244-9370249-9370260  
Fax No. 0244-9370263

At **12:45 hours** on **27-06-2018**

**29. Award:**

In addition to the provisions of Sub-clause 29.2, the criteria given in clause IB-11 will be applied for award.

**32.1 Form and Amount of Performance Security:**

Time for furnishing Performance Security shall be 14 days after issuance of Letter of Acceptance. The successful bidder shall furnish to the Employer in the form of unconditional on demand bank guarantee, (Standard Form prescribed in the Bidding Documents) from a Schedule Bank in Pakistan. The amount of guarantee shall be equal to **10% of the Total Contract Price** stated in the Letter of Acceptance.

**Peoples University of Medical & Health Sciences for Women, Shaheed Benazirabad**

**PAINT INTERNAL OF LATIF HALL**

**BOQ**

**Civil Work (Schedule Items)**

<b>Sr.</b>	<b>S.I/ page No</b>	<b>Description of Items</b>	<b>Unit</b>	<b>Quantity</b>	<b>Rate</b>	<b>Amount</b>
1	36(A) /9	Providing and Painting with matt finish on old surface (ICI/ DULUX/ NIPPON) i/c rubbing the surface with bathy (silicon carbide rubbing brick) filling the voids with zink/ chalk/ plaster of paris mixture applying first coat premix, making the surface smooth and then painting 3 coats with matt finish of approved make etc complete at any height in any floor as directed by Engineer Incharge.	Sft	12745.67	17.72	225853.27
2	54b/2	Scraping of paint on walls	Sft	9362.65	2.36	22095.85
3	24(b) /9	Providing and applying with vinyl distemper (ICI DULUX/ NIPPON) paintex of approved make and shade in 02 coats over and i/c the cost of 1 priming coat of lime wash i/c sand papering, dusting and filling the holes, cracks and inequalities if any at any height in any floor complete as directed.	Sft	10246.28	10.43	106868.70
4	5c i,ii/11	Oil Paint (ICI DULUX/ NIPPON):- Preparing surface + painting of doors + windows any type (including edges) complete as directed by Engineer/ Incharge	Sft	2452.59	11.59	28425.52

5	38 (A)/9	Providing and Painting 3 coats with weather shield paint (ICI DULUX/ NIPPON) including rubbing the surface with rubbing bricks/ sand paper filling the voids with chalk/ plaster of paris and then painting with weather coat complete at any height in any floor. complete as directed.	Sft	8097.41	14.88	120489.46
6	11 c/9	Plastering 3/4" thick (in two layers) internal & external walls in full length in cement, sand mortar 1:4 including curing and scraping old damaged portion in regular shaped and removal of rubbish from the site etc complete as per direction of Engineer Incharge in any floor.	Sft	304.75	30.15	9188.21
	<b>Total Rs.</b>					<b>512,921.02</b>
	My Rates are .....% above/ Below on CSR-2012					
	<b>Net Bid Amount Rs.</b>					

**Total Amount Rs. in words:-**