



KARACHI WATER & SEWERAGE BOARD

GREATER KARACHI SEWERAGE PLAN- S-III

CONTRACT PACKAGE MS – 6

**Construction of New HDPE Rising Main and other Allied
Works along Manzoor Colony Drain
(From TP-II to MS-3)**

BIDDING DOCUMENTS

VOLUME-I

**INSTRUCTIONS TO BIDDERS
BIDDING DATA
LETTER OF TECHNICAL BID
LETTER OF PRICE BID
APPENDICES INCLUDING BOQ
FORMS
CONDITIONS OF CONTRACT**

DECEMBER – 2018



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WATER & ENERGY DIVISION

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INVITATION FOR BIDS



KARACHI WATER & SEWERAGE BOARD
OFFICE OF THE PROJECT DIRECTOR (S-III) PROJECT
Block - D, 1ST Floor, 9th Mile Karsaz, Shahra-e-Faisal, Karachi
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GREATER KARACHI SEWERAGE PLAN (S-III PROJECT)

NOTICE INVITING TENDERS

Subject: NIT for the Contract Package MS-06 "Laying of M.S Rising Main from TP-II to Proposed Malir Trunk Sewer (RCC Conduit), under S-III Project, KW&SB.

1. Consequent upon approval of Revised PC-1 from Component Forum, Karachi Water & Sewerage Board intended to complete the Project by executing the remaining works proposed under S-III Project. In this regard the funds from the Federal / Provincial Governments are committed and will be applied to eligible payments under the contract for the component of S-III Project. It is bidding among prequalified firms / Joint Ventures. KW&SB invites wax sealed bids from the Pre-Qualified / Short listed Contractors / Joint Ventures for the Contract Package MS-06.

► **Contract Package MS-06 "Laying of M.S Rising Main from TP-II to proposed Malir Trunk Sewer (RCC Conduit).**

2. A complete set of Bidding Documents of Contract Package, may be purchased from the office of Project Director, S-III Project, KW&SB 1st Floor, Block-D, 9th Mile Karsaz, Shahrah-e-Faisal, Karachi, upon payment of non-refundable fee of Rs.3,000/= per set in the shape of Pay Order in favour of Project Director (S-III Project) KW&SB from Thursday, 20th December 2018, upto Friday 4th January 2019, 1600 hours.

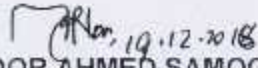
3. Tender must be delivered in the office of Project Director, (S-III) Project, KW&SB at 1st Floor, Block-D, 9th Mile Karsaz, Shahrah-e-Faisal, Karachi before 1400 hours on Monday, 7th January 2019 and will be opened on the same day at 1430 hours by the Procurement Committee, in the presence of Bidders representatives who choose to attend the opening of bids. If due to unavoidable circumstances, the bid submission is not possible on the scheduled date, the submission and opening of bids will be carried out on the next working day on the schedule time and venue.

4. All Bids must be accompanied by a bid security equivalent to 2% of the total bid price, in the shape of call on deposit, pay order, demand draft or bank guarantee issued by a Scheduled Bank in Pakistan, in favour of Project Director, (S-III), Karachi Water & Sewerage Board.

5. The Contractor Firms / JV already submitted Pay Order in response to previous NIT are not required to pay again tender documents cost.

6. KW&SB reserves the right to reject all or any bid subject to the relevant provisions of Sindh Public Procurement Rules, 2010 (Amended 2017).

7. The Notice Inviting Tenders will also be posted on Sindh Public Procurement Authority (SPPRA) Website.


NOOR AHMED SAMOO
Project Director (S-III Project)
Karachi Water & Sewerage Board

INSTRUCTIONS TO BIDDERS

INSTRUCTIONS TO BIDDERS

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

A. GENERAL

IB.1 Scope of Bid

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

IB.2 Source of Funds

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

IB.3 Eligible Bidders

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

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

(a) Bidders may be excluded if;

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

- (b) Government-owned enterprises or institutions may participate only if they can establish that they are;
 - (i) legally and financially autonomous, and
 - (ii) operate under commercial law.

Provided that where government-owned universities or research centers in the country are of a unique and exceptional nature, and their participation is critical to project implementation, they may be allowed to participate; and

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

- (c) Bidders are:-
 - (i) pre-qualified with procuring agency for particular project/scheme;
 - (ii) Registered with Pakistan Engineering Council in Particular category and discipline
 - (iii) registered with relevant tax authorities (income/ sales tax, wherever applicable).

IB.4 One Bid per Bidder

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

IB.5 Cost of Bidding

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

IB.6 Site Visit

- 6.1 The bidders are advised to visit and examine the site of works and its surroundings and obtain all information that may be necessary for preparing the bid and entering into a contract for construction of the works. All cost in this respect shall be at the bidder's own expense.
- 6.2 The bidders and any of their personnel or agents will be granted permission by the procuring agency to enter upon his premises and lands for the purpose of such inspection, but only upon the express condition that the bidders, their personnel and agents, will release and indemnify the procuring agency, his personnel and agents from and against all liability in respect thereof and will be responsible for death or personal injury, loss of or damage to property and any other loss, damage, costs and expense and incurred as a result of such inspection.

B. BIDDING DOCUMENTS

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

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

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

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

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

8.1 Any interested bidder requiring any clarification(s) in respect of the bidding documents may notify the procuring agency in writing at the procuring agency's address indicated in the Invitation for Bids/NIT. Procuring agency will respond to any request for clarification provided they are received at least five calendar days prior to the date of opening of bid. Provided that any clarification in response to query by any bidder; shall be communicated to all parties who have obtained bidding documents.

IB.9 Addendum/Modification of Bidding Documents:

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

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

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

C. PREPARATION OF BIDS

IB.10 Language of Bid

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

IB.11 Documents Accompanying the Bid

11.1 Each bidder shall:

- (a) submit a written authorization on the letterhead of the bidding firm, authorizing the signatory of the bid to act for and on behalf of the bidder;
- (b) update the information indicated and listed in the bidding data and previously submitted with the application for prequalification, and continue to meet the minimum criteria set out in the prequalification documents, which as a minimum, would include the following:
 - (i) Evidence of access to financial resources along with average annual construction turnover;
 - (ii) Financial predictions for the current year and the following two years, including the effect of known commitments;
 - (iii) Work commitments since prequalification;
 - (iv) Current litigation information and
 - (v) Availability of critical equipment

And

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

Appendix-E to Bid	Proposed Construction Schedule
Appendix- F to Bid	Method of Performing the Work
Appendix - G to Bid	List of Major Equipment
Appendix - K to Bid	Organisation Chart for Supervisory Staff

And other pertinent information such as mobilization programme etc.

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

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

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

IB.12 Bid Prices

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

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

12.3 The bid price submitted by the contractor shall the taxes. All duties, taxes and other levies payable by the contractor under the contract, or for any other cause during the currency of the execution of the work or otherwise specified in the contract as on the date seven days prior to the deadline for submission of bids.

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

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

IB.13 Currencies of Bid and Payment

13.1 The unit rates and the prices shall be quoted by the bidder entirely in Pak rupees. A bidder expecting to incur expenditures in other currencies for inputs to the works supplied from outside the procuring agency's country (referred to as the "Foreign Currency Requirements") shall indicate the same in Appendix-B to Bid. The proportion of the bid price (excluding Provisional Sums) needed by him for the payment of such Foreign Currency Requirements either (i) entirely in the currency of the 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 the bid.

13.2 The rates of exchange to be used by the bidder for currency conversion shall be the selling rates published and authorized by the State Bank of Pakistan prevailing on the date, 07 (seven) days prior to the deadline for submission of bids. For the purpose of payments, the exchange rates used in bid preparation shall apply for the duration of the contract.

IB.14 Bid Validity

- 14.1 Bids shall remain valid for the period stipulated in the bidding data from the date of opening of bid specified in clause IB.23
- 14.2 In exceptional circumstances, prior to expiry of the original, the procuring agency may request the bidders to extend the period of validity for a specified additional period, which shall not be for more than one third of the original period of bid validity. The request and the responses thereto, shall be made in writing. A bidder may refuse the request without the forfeiture of the bid security. In case, a bidder agreed to the request, shall not be required or permitted to modify the bid, but will be required to extend the validity of the bid security for the period of the extension, and in compliance with Clause IB.15 in all respects.

IB.15 Bid Security

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

IB.16 Alternate Proposals/Bids

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

IB.17 Pre-Bid Meeting

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

IB.18 Format and Signing of Bid

- 18.1 Bidders are particularly directed that the amount entered on the Form of Bid shall be for performing the contract strictly in accordance with the bidding documents.
- 18.2 All appendices to bid are to be properly completed and signed.

- 18.3 Alteration is not to be made neither in the form of bid nor in the Appendices thereto except in filling up the blanks as directed. If any such alterations be made or if these instructions be not fully complied with, the bid may be rejected.
- 18.4 Each bidder shall prepare by filling out the forms without alterations and shall provide an original copy along with photocopies as per the requirement of the procuring agency specified in the bidding data. The original as well as copies of the document shall be clearly marked as "ORIGINAL" and „COPY", as the case may be. If there is any discrepancy between original and copy (ies) then the original shall prevail.
- 18.5 The original and all copies of the bid shall be typed or written in indelible ink (in the case of copies, Photostats are also acceptable) and shall be signed by a person(s) duly authorized to sign on behalf of the bidder pursuant to sub- clause IB 11.1(a) hereof. All pages of the bid shall be initialed and stamped by the person(s) signing the bid.
- 18.6 The bid shall contain no alterations, omissions or additions, except to comply with instructions issued by the procuring agency, or as are necessary to correct errors made by the bidder. Such corrections shall be initialed by the person(s) signing the bid.
- 18.7 Bidders shall indicate in the space provided in the Form of Bid their full and proper postal addresses at which notices may be legally served on them and to which all correspondence in connection with their bids and the contract is to be sent.
- 18.8 Bidders should retain a copy of the bidding documents as their file copy.

D. SUBMISSION OF BIDS

IB.19 Sealing and Marking of Bids

- 19.1 Each bidder shall submit his bid as under:
- (a) ORIGINAL and 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 shall be put in one sealed envelope and addressed as given in sub – clause IB 19.2 hereof.
- 19.2 The inner and outer envelopes shall:
- (a) be addressed to the procuring agency at the address provided in the bidding data;
 - (b) bear the name and identification number of the contract as defined in the bidding data; and
 - (c) provide a warning not to open before the time and date for bid opening, as specified in the bidding data.

- 19.3 In addition to the identification required in sub- clause IB 19.2 hereof, the inner envelope shall indicate the name and postal address of the bidder to enable the bid to be returned unopened in case it is declared "late" pursuant to Clause IB.21.
- 19.4 If the outer envelope is not sealed and marked as above, the procuring agency will assume no responsibility for the misplacement or premature opening of the Bid.

IB.20 Deadline for Submission of Bids

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

IB.21 Late Bids

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

IB.22 Modification, Substitution and Withdrawal of Bids

- 22.1 Any bidder may modify, substitute or withdraw his bid after bid submission provided that the modification, substitution or written notice of withdrawal is received by the procuring agency prior to the deadline for submission of bids.
- 22.2 The modification, substitution, or notice for withdrawal of any bid shall be prepared, sealed, marked and delivered in accordance with the provisions of Clause IB.19 with

the outer and inner envelopes additionally marked "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL" as appropriate.

22.3 No bid may be modified by a bidder after the deadline for submission of bids except in accordance with to sub - clauses IB22.1 and IB 27.2.

22.4 Withdrawal of a bid during the interval between the deadlines for submission of bids and the expiration of the period of bid validity specified in the Form of Bid may result in forfeiture of the bid security in pursuance to clause IB 15.

E. BID OPENING AND EVALUATION.

IB.23 Bid Opening

23.1 Procuring agency will open the bids, including withdrawals, substitution and modifications made pursuant to Clause IB.22, in the presence of bidders, representatives who choose to attend, at the time, date and location stipulated in the bidding data. The bidders or their representatives who are in attendance shall sign an attendance sheet.

23.2 Envelopes marked "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL" shall be opened and read out first. Bids for which an acceptable notice of withdrawal has been submitted pursuant to clause IB.22 shall not be opened.

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

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

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

24.1 Information relating to the examination, clarification, evaluation and comparison of bid and recommendations for the award of a contract shall not be disclosed to bidders or any other person not officially concerned with such process before the announcement of bid evaluation report in accordance with the requirements of Rule 45, which states that Procuring agencies shall announce the results of bid evaluation in the form of a report giving reasons for acceptance or rejection of bids. The report shall be hoisted on website of authority and that of procuring agency if it website exists and intimated to all bidders at least seven (7) days prior to the award of

contract The announcement to all bidders will include table(s) comprising read out prices, discounted prices, price adjustments made, final evaluated prices and recommendations against all the bids evaluated. Any effort by a bidder to influence the procuring agency's processing of bids or award decisions may result in the rejection of such bidder's bid. Whereas, any bidder feeling aggrieved, may lodge a written complaint as per Rule 31; however mere fact of lodging a complaint shall not warrant suspension of the procurement process.

IB.25 Clarification of Bid (SPP Rule 43)

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

IB.26 Examination of Bids and Determination of Responsiveness

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

- 26.4 If a bid has major deviations to the commercial requirements and technical specifications will be considered technically non responsive. As a general rule, major deviations are those that if accepted, would not fulfill the purposes for which the bid is requested, or would prevent a fair comparison or affect the ranking of the bids that are compliant with the bidding documents.

(A) Major (material) Deviations

- (i) has been not properly signed;
- (ii) is not accompanied by the bid security of required amount and manner;
- (iii) stipulating price adjustment when fixed price bids were called for;
- (iv) failing to respond to specifications;
- (v) failing to comply with Mile-stones/Critical dates provided in Bidding Documents;
- (vi) sub-contracting contrary to the Conditions of Contract specified in Bidding Documents;
- (vii) refusing to bear important responsibilities and liabilities allocated in the Bidding Documents, such as performance guarantees and insurance coverage;
- (viii) taking exception to critical provisions such as applicable law, taxes and duties and dispute resolution procedures;
- (ix) a material deviation or reservation is one :
 - (a) which affect in any substantial way the scope, quality or performance of the works;
 - (b) adoption/rectification whereof would affect unfairly the competitive position of other bidders presenting substantially responsive bids.

(B) Minor Deviations

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

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

IB.27 Correction of Errors before Financial Evaluation

- 27.1 Bids determined to be substantially responsive will be checked by the procuring agency for any arithmetic errors. Errors will be corrected by the procuring agency as follows:
- (a) where there is a discrepancy between the amounts in figures and in words, the amount in words will govern; and
 - (b) where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern, unless in the opinion of the procuring agency there is an obviously gross

misplacement of the decimal point in the unit rate, in which case the line item total as quoted will govern and the unit rate will be corrected.

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

IB.28 Financial Evaluation and Comparison of Bids

- 28.1 The procuring agency will evaluate and compare only the Bids determined to be substantially responsive in accordance with clause IB 26.
- 28.2 In evaluating the Bids, the procuring agency will determine for each bid the evaluated bid price by adjusting the bid price as follows:
- (a) making any correction for errors pursuant to clause IB 27;
 - (b) excluding provisional sums (if any), for contingencies in the Summary Bill of Quantities, but including competitively priced Day work; and
 - (c) making an appropriate adjustment for any other acceptable variation or deviation.
- 28.3 The estimated effect of the price adjustment provisions of the conditions of contract, applied over the period of execution of the contract, shall not be taken into account in bid evaluation.
- 28.4 If the bid of the successful bidder is seriously unbalanced in relation to the procuring agency's estimate of the cost of work to be performed under the contract, the procuring agency may require the bidder to produce detailed price analyses for any or all items of the Bill of Quantities to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, the procuring agency may require that the amount of the Performance Security set forth in clause IB.32 be increased at the expense of the successful bidder to a level sufficient to protect the procuring agency against financial loss in the event of default of the successful bidder under the contract.
- 28.5 Bidders may be excluded if involved in "Corrupt and Fraudulent Practices" means either one or any combination of the practices given below SPP Rule2 (q);
- (i) "Coercive Practice" means any impairing or harming, or harm, directly or indirectly, any party or the property of the party to influence the actions of a party to achieve a wrongful gain or to cause a wrongful loss to another party;

- (ii) "Collusive Practice" means any arrangement between two or procurement process or contract execution, designed to achieve with or without the knowledge of the procuring agency to establish prices at artificial, noncompetitive levels for any wrongful gain;
- (iii) "Corrupt Practice" means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful gain;
- (iv) "Fraudulent Practice" means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
- (v) "Obstructive Practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract or deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements before investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or acts intended to materially impede the exercise of inspection and audit rights provided for under the Rules.

28.6 Evaluation Report (SPP Rule 45)

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

F. AWARD OF CONTRACT

IB.29 Award (SPP Rule 49)

- 29.1 Subject to clauses IB 30 and IB 34 and provision of the rule: The procuring agency shall award the contract to the bidder whose bid has been determined to be substantially responsive to the bidding documents, and who has offered the lowest evaluated bid, but not necessarily the lowest submitted price, within the original or extended period of bid validity. Provided that such bidder has been determined to be eligible in accordance with the provisions of clause IB.3 and qualify pursuant to sub- clause IB 29.2.
- 29.2 Procuring agency, at any stage of the bid evaluation, having credible reasons for or having prima facie evidence of any deficiency(ies) in contractor's capacities, may

require the contractor to provide information concerning their professional, technical, financial, legal or managerial competence whether already pre-qualified or not for the said project.

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

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

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

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

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

- (1) Evaluation Reports
- (2) Form of Contract and Letter of Award
- (3) Bill of Quantities or Schedule of Requirements

31.6 Debriefing (SPP Rule 51).

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

IB.32 Performance Security (SPP Rule 39)

- 32.1 The successful bidder shall furnish to the procuring agency a Performance Security in the form of pay order or demand draft or bank guarantee, and the amount stipulated in the bidding data and the Conditions of Contract within a period of 28 days after the receipt of Letter of Acceptance.
- 32.2 Failure of the successful bidder to comply with the requirements of Sub-clause IB.32.1 or clauses IB.33 or IB.35 shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security.
- 32.3 Validity of performance security shall extend at least ninety days beyond the date of completion of contract, or as mentioned in the bidding data to cover defects liability period or maintenance period subject to final acceptance by the procuring agency.

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

- 33.1 Within 14 days from the date of furnishing of acceptable Performance Security under the Conditions of Contract, the procuring agency will send the successful bidder the Contract Agreement in the form provided in the bidding documents, incorporating all agreements between the parties.
- 33.2 The formal Agreement between the procuring agency and the successful bidder shall be executed within 14 days of the receipt of the Contract Agreement by the successful bidder from the procuring agency.
- 33.3 A procurement contract shall come into force when the procuring agency requires signs contract, the date on which the signatures of both the procuring agency and the successful bidder are affixed to the written contract. Such affixing of signatures shall take place within the time prescribed in the bidding documents.

Provided that the procuring agency may reduce the maximum time limit for signing of contract, as and when required, and shall be mentioned in the bidding documents.

33.4 Stamp Duty.

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

IB.34 General Performance of the Bidders

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

IB.35 Integrity Pact (SPP Rule 89)

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

IB.36 Instructions not Part of Contract

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

IB.37 Arbitration (SPP Rule 34)

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

BIDDING DATA

BIDDING DATA

The following specific data for the works to be tendered 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.

Reference to Instruction to Bidder	Bidding Data
IB-1 1.1	Scope of Bid <i>The Work under this Contract comprises the Construction of New HDPE Rising Main and other Allied Works along Manzoor Colony Drain from TP-II to MS-3.</i>
1.1a	Name and Address of Employer: Project Director (S-III) <i>Karachi Water and Sewerage Board 1st Floor, Block-D, 9th Mile Karsaz, Shahrah-e-Faisal - Karachi</i>
IB-2 2.1	Source of Funds <i>Required funds are being provided to the Employer by Government of Pakistan /Government of Sindh</i>
IB-3 3.1	Eligible Bidders Delete the text in its entirety and substitute with following; <i>“This invitation for Bids is open to all bidders, duly prequalified by KW&SB for RCC Conduit Works under Greater Karachi Sewerage Plan (S-III).”</i>
IB-6 6.1	Site Visits Delete the text of 6.1 and substitute with following; <i>“The Bidder or his authorized representative shall visit and inspect the Site of Works including suitable areas in the vicinity and surroundings to be used for Contractor’s Camp, on his own responsibility and at his own expense, and obtain all the information from his own sources which may be necessary for the purpose of preparing the Bid. The Employer may assist but will not take any responsibility for the supply or correctness of the information.</i> <i>The Bidder shall, before submitting his Bid, satisfy himself in all respects including the following:</i> <ol style="list-style-type: none"> <i>a. The existing facilities in the vicinity of the Site of Work, the hydrological and climatological conditions, the form and nature of the Site of Work.</i> <i>b. The quantities and nature of the work and materials necessary for completion of the Works.</i> <i>c. The means of access to the site of work and exit from the site.</i> <i>d. The available accommodation on land for Contractor’s Camp within or outside the site of work.</i>

	<p>e. All necessary information as to risks, contingencies and other circumstances, which may influence or affect the Bid.</p> <p>f. The type and nature of soil existing in area of work.</p> <p>g. The existing physical condition at Site including any obstructions or restrictions affecting the execution of works.</p>
	<p>Each Bidder shall also enquire and satisfy himself as to the source, the quantity of supply, the sufficiency of and the means of obtaining and transporting all plant, material, labour, fuel, water, electricity, and other matters or things required for or in connection with the Works.</p> <p>In preparing the Bid, Bidder shall also consider his obligation to adequately store all materials and maintain existing facilities and all Temporary Works during the period of their usage.</p> <p>The Bidder must make local inquiries as to the physical conditions prevailing at the Site and obtain his own information on all matters and things that may in any way influence him in making a Bid and fixing the rates in the Bill of Quantities. He must also satisfy himself as to the risks, obligations and responsibilities to be undertaken in accordance to the Contract to be entered into by him should his Bid be accepted.</p> <p>The Bidder shall make his own investigations, enquiries and assessments, on all matters, of all conditions of existing constructions at the site and its vicinity, to his satisfaction before submitting his bid."</p>
IB-7 7.1	<p>Contents of Bidding Documents</p> <p>Delete the text of 7.1 and substitute with following; <i>"The Bidding Documents are those stated below, and should be read in conjunction with any Addenda issued in accordance with Clause IB.9.</i></p> <p><u>Volume: I.</u></p> <ul style="list-style-type: none"> • Invitation for Bids • Instruction to Bidders • Bidding Data • Forms of Bid & Appendices including BOQ • Forms • Conditions of Contract, Part-I, General Conditions • Conditions of Contract, Part II –Particular Conditions <p><u>Volume: II</u></p> <ul style="list-style-type: none"> • Specifications (General) • Specifications (Particular) <p><u>Volume: III</u></p> <ul style="list-style-type: none"> • Tender Drawings

IB-8 8.1	Time limit for clarification: <i>Time limit for Clarifications is 07 days prior to the deadline for submission of Bid.</i>
IB-10 10.1	Language of Bid <i>The language of Bid is ENGLISH.</i>
IB-11 11.1(c)	Documents Accompanying the Bid: <i>Delete this sub clause in its entirety</i>
IB-12 12.3	Bid Prices Add the following paragraphs: <p><i>(a) The Bidder, by the act of submitting a Bid, acknowledges that he has inspected the Site of Works and determined the general characteristics and conditions. The Employer will not assume any responsibility for information, interpretations and deductions the Bidders may make from the information furnished by the Employer or the Engineer. No verbal agreement or conversation with any officer, employee or agent of the Employer or the Engineer either before, during or after the execution of the Contract, shall effect or modify any of the terms or obligations contained in the Contract.</i></p> <p><i>(b) The attention of the Bidder is drawn to the fact that local regulations require special formalities to be complied with in connection with the ordering, purchasing and importing of materials from outside Pakistan. Bidder will be deemed to have obtained full information about all such matters and to have allowed in his Bid for all delays, additional costs and financing charges that may arise directly or indirectly there from.</i></p> <p><i>(c) Any neglect or failure on the part of the Bidder to obtain reliable information on the spot or elsewhere upon the foregoing or any other matters affecting the execution and completion of the Works, the rates, total amounts and the Contract shall not relieve the Bidder whose Bid is accepted from any risks or liabilities or from the responsibility of completing and handing over the works.</i></p> <p><i>(d) The rates and prices set down by the Bidder against all the items in the Bill of Quantities are to be the full inclusive value of the finished work described there-under and shall be deemed to include all costs of performing the Works including all taxes and duties, profits and costs of accepting the general risks, liabilities and obligations of every kind set forth or implied in the Contract.</i></p>
IB-13 13.1	Currencies of Bid and Payment <i>Delete the text of 13.1 and substitute with following;</i> <i>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 shall bear all costs and risks for arranging the requirements of such currencies through his own resources.</i>

13.2	Delete the text
IB-14 14.1	Bid Validity: <i>Period of Bid Validity is 90 days after the date of Bid opening.</i>
IB-15 15.1	Amount of Bid Security: <i>The Amount of Bid Security shall be 2% of Bid price. The Bid Security shall be valid for 118 days after the date of Bid opening. The Bid security (original + copy) should be submitted in a separate envelope. Name of work and the name of Bidder should be clearly typed on the envelope.</i>
IB-16 16.2 & 16.3	Alternate Proposals <i>Delete the text of 16.2 and 16.3 and substitute with following “Alternate proposals by Bidders are not invited. Bidders will only quote for the tender design.”</i>
IB-17 17.1	Venue, time, and date of the pre-Bid meeting <i>As notified in “Notice Inviting Tender”</i>
IB-18 18.4	Number of copies of the Bids to be completed and returned: <i>One Original + One Copy of Bidding Documents.</i>
18.5	Signing of Bid: Delete the last sentence of this para from “All pages……. the Bid” and substitute with the following: <i>All pages of the Bid including appendices, addendum, corrigendum’s, clarifications, and supplementary information as are issued shall be initialed and stamped by the person or persons signing the bid.</i>
18.6	Correction of Bids Add the following at the end of this sub clause: <i>Each correction shall be separately signed and stamped. Over-writing, erasures, use of whitening fluid, correction tape for making corrections is not permitted. Non compliance of these instructions may be construed as sufficient ground to render the Bid non-responsive.</i>
18.7	Preparation of Bid Add the following at the end of this sub clause: <i>Bids shall be prepared and submitted on the form of “the Bid”</i> <i>All blank spaces including Bill of Quantities must be filled in and completed form must be without interlineations or alteration of the original wording. Bids with incomplete and/or unsigned Form of Bid may be rejected /considered Non Responsive. The Bidder shall stamp and sign each page of Bid. Documents for the purpose of identification and acknowledgement of acceptance thereof. Reproduced pages of Bidding Document shall not be accepted.</i>

	<i>The Bids must conform in all respects to the Bidding Documents.</i>
IB-19 19.2(a)	<p>Procuring Agency's address for the purpose of bid submission:</p> <p>Employers address for the purpose of Bid submission shall be: <i>Project Director S-III (KW&SB)</i> <i>1st Floor, Block- D 9th Mile Karsaz</i> <i>Shahrah-e-Faisal – Karachi</i></p> <p>(b) Name and Identification Number of the Contract: <i>"Contract Package MS-6: Construction of New HDPE Rising Main and Allied Works along Manzoor Colony Drain from TP-II to MS-3"</i></p>
IB-20 20.1	<p>(a)Deadline for submission of Bids: <i>As notified in the "Notice Inviting Tender".</i></p> <p>(b) Venue, time, and date of bid opening:</p> <p>Venue: Office of the Project Director S-III (KW&SB) 1st Floor, Block- D 9th Mile Karsaz Shahrah-e-Faisal – Karachi.</p> <p>Time: 14:30 P.M</p> <p>Date: As notified in the "Notice Inviting Tender".</p>
IB-32 32.1	<p>Standard form and amount of Performance Security acceptable to the procuring agency:</p> <p><i>The successful bidder shall furnish to the Procuring Agency a Performance Security. The said Security shall be furnished or caused to be furnished by the Bidder within 14 days after the receipt of the Letter of Acceptance. The Performance Security shall be of an amount equal to 5% of the Contract Price stated in the Letter of Acceptance. Such Security shall, at the option of the bidder, be in the form of either (a) unconditional bank guarantee from any Scheduled Bank in Pakistan or (b) unconditional bank guarantee from a bank located outside Pakistan duly counter-guaranteed by a Scheduled Bank in Pakistan.</i></p> <p><i>The cost of complying with requirements of this Sub-Clause shall be borne by the Bidder.</i></p>
32.2	<i>The Contractor's failure to furnish the Performance Security within the time stated above shall be considered enough ground for rejection of his bid and forfeiture of his bid security.</i>
32.3	<i>The Performance Security shall remain valid upto 28 days beyond the expiry of Defect Notification Period and shall be released within 28 days after receiving a copy of Performance Certificate.</i>
33.4	<p>Stamp Duty</p> <p><i>Stamp duty at the rate enforced at the time of signing of Contract Agreement shall be paid by successful bidder. The bidder shall bear all costs associated with the payment of Stamp Duty.</i></p> <p>Add the following sub-clauses 38 – 43</p>

IB-38 38.1	Sufficiency of Bidder <i>Each Bidder shall be deemed to have satisfied himself fully, before submitting the Bid, as to all aspects of the Works, correctness and sufficiency of his Bid and of rates and prices stated in the Bills of Quantities, which rates and prices shall, except in so far as it is otherwise expressly provided in the Contract, cover all his obligations under the Contract and all matters and things necessary for the proper completion of the Works.</i> <i>Objections, excuses or claims made by the Bidder after submission of his Bid to the Employer shall not be entertained.</i>
IB- 39 39.1	Substitution of Codes & Standards <i>Codes and Standards other than those referred to in the Specification may be accepted provided the Engineer is satisfied that the proposed Codes and Standards are equivalent or better than those specified. If any of these alternative Codes and Standards are proposed to be used, it must be clearly stated in the Form of the Bid. The general intent of the Specifications must be maintained. The decision of the Engineer as to whether alternative Codes and Standards fulfill the requirements of prescribed Standard and Codes, at all times, shall be final.</i>
IB-40 40.1	Sub-Contractors <i>Any Sub-Contractor is subject to the acceptance of the Employer/Engineer and the sub-contract shall be subject to the same General Conditions of Contract as the main Contract. A list, as set forth in Appendix "I" showing the name and address and credentials of each proposed Sub-Contractor, the type of work to be sub-let and the reason for sub-letting shall be submitted with the Bid. Overall responsibility of all works, whether parts of its subcontracted or not, shall rest with the Bidders.</i>
IB-41 41.1	Taxes & Duties <i>The Bidder shall obtain all information as to Pakistan Income Tax, Sales Tax, Salaries Tax, Professional Tax, Company Tax, Municipal Octrois, Levies and any other taxes imposed by the local bodies, export and import duties, import surcharge, Iqra surcharge, etc., and necessary permits and confirm the requirements thereof at his own responsibility and include all such cost in his bid price. The quoted rate shall also include the cost of accepting the general risks/liabilities and obligations set forth or implied in the Contract.</i>
IB-42 42.1	Insurance <i>The Bidder shall estimate the amounts required to provide the insurance from approved insurers as specified in the Conditions of Contract Part-I & Part-II and the Bid Price shall be deemed to include all such amounts.</i> <i>The successful Bidder shall insure the work in accordance with Conditions of Contract Part I, Part II and ensure that it has become effective prior to commencement of work on site.</i>

IB-43 43.1	Alterations <i>No alteration and addition shall be made in the form of Bid, Bill of Quantities and the accompanying documents and if any such alterations / addition is made or if the Bills of Quantities are not properly filled in, or if these instructions are not fully complied with, the Bid will be rejected.</i>
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**FORM OF BID AND
APPENDICES TO BID**

FORM OF BID

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

To:

1. Having examined the bidding documents including Instructions to Bidders, Bidding Data, and Conditions of Contract, Specifications, Drawings and Bill of Quantities and Addenda Nos. _____ for the execution of the above-named work, we/I, the undersigned, offer to execute and complete the work and remedy any defects therein in conformity with the Conditions of Contract, Specifications, Drawings, Bill of Quantities and Addenda for the sum of Rs. _____ (Rupees _____) or such other sum as may be ascertained in accordance with the said conditions.
2. We/I understand that all the Appendices attached hereto form part of this bid.
3. As security for due performance of the undertakings and obligations of this bid, we/I submit herewith a bid security in the amount of Rupees _____ (Rs. _____) drawn in your favour or made payable to procuring agency and valid for a period of _____ days beginning from the date, bid is opened.
4. We/I undertake, if our bid is accepted, to commence the works and to complete the whole of the works comprised in the contract within the time stated in Appendix-A to Bid.
5. We/I agree to abide by this bid for the period of _____ days from the date fixed for opening the same and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
6. Unless and until a formal Agreement is prepared and executed, this bid, together with your written acceptance thereof, shall constitute a binding contract between us.
7. We do hereby declare that the bid is made without any collusion, comparison of figures or arrangement with any other bidder for the works.
8. We understand that you are not bound to accept the lowest or any bid you may receive.
9. We undertake, if our/my bid is accepted, to execute the Performance Security referred to in Clause 10 of Conditions of Contract for the due performance of the Contract.

10. We confirm, if our bid is accepted, that all partners of the joint venture shall be liable jointly and severally for the execution of the Contract and the composition or the constitution of the joint venture shall not be altered without the prior consent of the procuring agency.
(Please delete this in case of Bid form a single bidder)

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

Dated this _____day of _____20_____

Signature:_____

(Name of Bidder in Block Capitals)

(Seal)

Address:_____

Witness:

Signature: _____

Name: _____

Address:_____

Occupation:_____

SPECIAL STIPULATIONS**Clause****Conditions of Contract**

1.	Engineer's representing Consulting Firm hired by the procuring agency to issue variation in case of emergency	3.1	Up to 2% of the Contract Price stated in the Letter of Acceptance.
2.	Amount of Performance Security	4.2	5% of contract price. Total amount including performance security and retention money deducted from bills should not exceed 10% of contract price stated in the Letter of Acceptance.
3.	Time for Furnishing Programme	8.3	Within 14 days from the date of receipt of Letter of Acceptance.
4.	Minimum amount of Third Party Insurance	18.3	Rs. 500,000 per occurrence with number of occurrences unlimited.
5.	Time for Commencement	8.1	Within 14 days from the date of receipt of Engineer's Notice to Commence, this shall be issued within fourteen (14) days after signing of Contract Agreement.
6.	Time for Completion (works & sections)	8.2 & 10.2	540 days from the date of receipt of Engineer's Notice to Commence.
7.	Amount of Liquidated Damages/ Delay Damages/Penalties	8.7	Rs.(a)* for each day of delay in completion of the Works subject to a maximum of 10% of Contract Price stated in the Letter of Acceptance. *(a) = 10% of Evaluated Bid Price/(0.25 x Time for Completion in days)
8.	Defects Liability Period	11.1	365 days from the effective date of Taking Over Certificate.
9.	Mobilization Advance	14.2	10 % of Contract Price stated in the Letter of Acceptance.
10.	Percentage of Retention Money	14.3	10 % of the amount of Interim/ Running Payment Certificate.
11.	Limit of Retention Money'	14.3	5 % of Contract Price stated in the Letter of Acceptance.
12.	Minimum amount of Interim/ Running Payment Certificates (Running Bills)	14.6	Rs. 5 Million
13.	Time of Payment from delivery of Engineer's Interim/ Running Payment Certificate to the Employer.	14.7	30 days

FOREIGN CURRENCY REQUIREMENTS

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

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

(DELETED)

PRICE ADJUSTMENT UNDER CLAUSE 13.8 OF CONDITIONS OF CONTRACT

SCHEDULE OF BASIC PRICES OF SPECIFIED MATERIALS AND LABOUR WAGES

Basic Price of Materials (To be filled by the Tenderer)

We confirm herewith that the following prices were prevailing on the day 7 days prior to the tender closing date and have been taken as a basis for quoting the prices given in our Tender.

Adjustment of increase / decrease in price shall only be admissible for the materials listed hereunder.

Schedule of Specified Materials

S. No	Materials	Unit	Basic Price	Remarks (For adjustment over basic price on the basis of rate for the corresponding month during which the quantities have actually been incorporated in the permanent work.)
1	2	3	4	5
1.	Ordinary Portland Cement (OPC is representative for all types of cement)	Bags		As per rates published in Monthly Statistical Bulletin of Pakistan Bureau of Statistics
2.	Steel Reinforcement	M. Ton		As per rates published in monthly Statistical Bulletin of Pakistan Bureau of Statistics for Ribbed Steel 13 mm to 25 mm dia for Karachi Market.
3	High Speed Diesel	Litre		As per rates published in monthly Statistical Bulletin of Pakistan Bureau of Statistics.

Notes:

- 1) For computing the net increase or decrease of cost on account of Fuels, the fuel component of the Contract Price is to be taken as 5% of Contract Price.

Variation of increase or decrease is to be based on the percentage of increase or decrease in the price of high speed diesel on the fuel component of the Contract Price specified above. High Speed Diesel is being taken as representative of all kinds of fuels.

- 2) If the price for any of the Specified Materials (excluding High Speed Diesel) shall differ from the basic price thereof and shall cause an increase or decrease of cost to the Contractor in carrying out the Contract, the increase or decrease of such cost shall be added to or deducted from the Contract Price. The said increase or decrease in the Contract Price shall be computed on the basis of quantities actually measured and certified for payment. Any fluctuation in the prices of materials other than the Specified Materials shall not be subject to adjustment of the Contract Price.
- 3) Basic Price in above table w.r.t the source to be filled in by the tenderer. Basic Prices filled in by the bidder at bidding stage shall be verified and if required shall be corrected / amended, at the time of its application, by the Engineer as per the prices prevailing seven (7) days before the latest date of tender submission from the indicated source.

BILL OF QUANTITIES

BILL OF QUANTITIES

A. Preamble

(i) Introduction:

1. The Bill of Quantities shall be read in conjunction with the Conditions of Contract, Specifications and Drawings.
2. The quantities given in the Bill of Quantities are estimated and provisional, and are given to provide a common basis for bidding. The basis of payment will be the actual quantities of work executed and measured by the Contractor and verified by the Engineer and valued at the rates and prices entered in the priced Bill of Quantities, where applicable, and otherwise at such rates and prices as the Engineer may fix as per the Contract.
3. The rates and prices entered in the priced Bill of Quantities shall, except insofar as it is otherwise provided under the Contract include all costs of Contractor's plant, labour , supervision, materials, execution, insurance, profit, taxes and duties, together with all general risks, liabilities and obligations set out or implied in the Contract. Furthermore all duties, taxes and other levies payable by the Contractor under the Contract, or for any other cause, as on the date 28 days prior to deadline for submission of Bids, shall be included in the rates and prices and the total Bid Price submitted by the Bidder.
4. A rate or price shall be entered against each item in the priced Bill of Quantities, whether quantities are stated or not. The cost of items against which the Contractor will have failed to enter a rate or price shall be deemed to be covered by other rates and prices entered in the Bill of Quantities.
5. The whole cost of complying with the provisions of the Contract shall be included in the items provided in the priced Bill of Quantities, and where no items are provided, the cost shall be deemed to be distributed among the rates and prices entered for the related items of the Works.
6. General directions and description of work and materials are not necessarily repeated nor summarised in the Bill of Quantities. References to the relevant sections of the Bidding Documents shall be made before entering prices against each item in the priced Bill of Quantities.

7. The following abbreviations are used in the Bill of Quantities:
- | | |
|--|----------------------------|
| Sq= square | Ft= foot |
| Sq.m square meter | Cu.m cubic meter |
| Cu= cubic | mm= millimeter |
| Nr= number | M= meter |
| H= hour | Km= kilometer |
| Kg= kilogramme | %= percentage |
| Prov.sum= provisional sum | Dia= diameter |
| Rs. Pak. Rupees | T= tonne |
| DI= ductile iron | l= liter |
| DN= nominal diameter | HY= high yield |
| uPVC= unplasticised polyvinyl chloride | GMS= galvanized mild steel |
| AC= Asbestos cement | o.d= outside diameter |
8. For the composite items of Provision of Engineers Office including Furniture, Fixtures and Equipment in the Bill of Quantities and Assistance to the Engineer there is a list setting out the items of component material equipments, personnel and work which comprise a unit of work measured under these items in the Specification. The Contractor shall cater the said maximum quantities as given in the list.
9. The quantities set out in the Bill of Quantities are estimated only and their accuracy or inaccuracy shall in no way affect the validity of the Tender or of the Contract based thereon. The total amount of the various items set out in the Bill of Quantities at the rates or amounts inserted by the Tender shall be stated in each case, but this figure is required solely for the purpose of facilitating the comparison of the various Tenders received and shall not be deemed to be the actual sum which is to be paid to the Contractor for the execution of the Works.
10. The actual sum to be finally paid to the Contractor will be determined by measuring the works actually done in accordance with the Contract and valuing it at the rates or amounts inserted by the Contractor in the individual Bill of Quantities or as otherwise agreed upon under the Contract.

(ii) Provisional Quantities:

Items in the Bill of Quantities marked 'PROVISIONAL QUANTITY' shall only be executed if they are the subject of a written instruction from the Engineer. The rates set out for such items shall be used for the valuation of works so ordered by the Engineer in writing whether the quantities shown are used wholly or in part or not used at all. No change in rate of provisional quantity items will be admissible if quantities exceed those given in BOQ.

(iii) Provisional Sums :

Where in the Bill of Quantities there is an item having the works "PROVISIONAL SUM", It shall be used for payment only when work is ordered to be done and valued in accordance with clause 13.5 of Conditions of Contract.

(iv) Day works:

Day works of the Bill of Quantities (hereinafter called the Day works") includes Provisional Sums for use when work is executed on a day works basis in accordance with Clause 13.6 of the Conditions of Contract.

(v) Fixing and Building in:

Unless expressly itemized separately in the Bill of Quantities no separate measurement shall be made in respect of items whether specified or not requiring:- mortar : building in fixing to block work, concrete, metal work or timber painting and protective treatments, welding , drilling, bolting inclusive of bolts, nuts abd washers, screws nails and plugs, jointing and joint materials, shuttering boxing out and filling thereof , grouting , packing , bedding , insulation between materials: temporary Works: Constructional Plant, storing , handling and all incidental work to the items concerned and their surroundings.

(vi) Special Provisional (Chapter 1) Part –I General Specification

No separate payment shall be made for complying with the requirements of Chapter 1 of the Specification and the cost thereof is deemed to be included in the rates of items in the Bill of Quantities.

(vii) The Site (Chapter 2) Part –I General Specification

No separate payment shall be made for complying with the requirements of Chapter 2 of the Specification and the cost thereof is deemed to be included in the rates of items in the Bill of Quantities.

(viii) Material and Workmanship (Chapter 3) Part –I General Specification

No separate payment shall be made for complying with the requirements of Chapter 3 of the Specification and the cost thereof is deemed to be included in the rates of items in the Bill of Quantities unless for any of such works an specific day item is included in the Bill of Quantities

(ix) Earthworks Part –II Particular Specification

All excavation and backfilling in Common Material or rock, to be paid for shall be the number of cubic meters of materials measured in its original position computed by average end-area method and excavated to the satisfaction of the Engineer. The pay line for structural excavation shall be as shown on drawings.

Measurement for excavation shall not include material removed below the formation level and beyond specified pay-line, as described above or shown on drawings, as a result of anticipated swell, additional materials resulting from sliding, slips, caves-ins, silting or filling, whether due to the action of the elements or to the carelessness of the Contractor.

No separate measurements for payment will be made inter alia for site clearance, removal of bush, trees etc. making records of ground levels and topography, supporting excavations, making good slips, falls and excess excavation, making benching for excavations in greater depth, dewatering of sub soil water, surface water, sewage and other sources working space beyond pay-line, trimming surface of excavations for structure and embankments (other than pavements), making allowance for settlements, special compaction trials, control of moisture contents, preparation and restoration of borrow pits, scarification, location and shaping of disposal heaps and embankments, trenches for pipes and cable within a structure, supplying samples and testing for the Engineer evaluation, interruptions and delays whilst carrying out tests.

The quantities determined shall be paid for at the contract unit price respectively for each of the particular pay item shown in the Bill of Quantities, which price and payment shall be the full compensation for all the costs involved in the proper completion of the work prescribed in that particular item

(x) Concrete and Reinforcement Part –II Particular Specification

Concrete quantities, to be paid for shall be the number of cubic meters, measured at permanent works and shall be the product of the horizontal area of the base of the permanent work and the mean depth with no deduction for space occupied by any item fully embedded in any recess, chase or fixture, having a cross sectional area of less than 0.25 square meters or width equal to or less than 100 mm. Measurement for concrete shall not include any wastage, whether due to the action of the elements or to the carelessness of the Contractor.

No separate payment shall be made, inter alia, for supplying and testing of concrete ingredients, storage of materials, determination of mix proportion, making and testing of trial mixes, supplying samples of water, cement, aggregate and concrete for testing by the Engineer, cube moulds, slump cones, control mixing of concrete, transporting, placing and compacting concrete, recesses, construction joints (whether shown on drawings or not), frame for transporting and fixing Precast work, formwork and falsework (scaffolding and other supports inclusive wedges), precautions for concrete in unfavourable weather,

preparation of surfaces, curing, ascertaining requirements for reinforcement, bending, cutting and fixing reinforcement or working space for erection and handling of back and soffit shuttering.

Reinforcement (wherever applicable) shall be calculated theoretical number of metric tons of reinforcing steel bars, determined from the approved bar bending schedule, incorporated in the permanent works and accepted. The mass of reinforcement shall be calculated using appropriate mass per meter run value from Table 2 of BS 4449 or BS 4461. Bars of different diameter shall be measured separately, bending schedules and reinforcement drawings will be prepared for all permanent work for Engineer's approval.

Steel wire fabric reinforcement shall be measured by area for each mass of fabric with no allowance for laps.

Chairs, spacers to provide cover to reinforcement and separation between bars, binding wire and other items required for supporting and securing the reinforcement in its correct position shall not be measured. If bars are substituted upon the Contractor's request and as a result more steel is used than specified, only the amount specified shall be measured for payment. When laps are made for splices, other than those shown on the drawings or instructed by the Engineer and for convenience of the Contractor, the extra steel shall not be measured nor paid for. When continuous bars are shown on the drawings, without the splices being shown, the necessary steel in the splices will be paid for on the basis of the individual bars not being shorter than twelve (12) meters.

The quantities determined shall be paid for at the contract unit price respectively for each of the particular pay item shown in the Bill of Quantities, which price and payment shall be the full compensation for all the costs involved in the proper completion of the work prescribed in that particular item.

(xi) Pipeline Works

The quantities to be paid for pipeline works shall be the number of linear meters of pipe placed, jointed, completed, hydraulically tested and accepted. Payment shall, be full compensation for furnishing and placing all materials necessary or usual for the proper completion of the work prescribed in the item, in all respect.

(xii) Other Works and Services

For all other work and services specified in the Specification as shown on Drawings and for which there is no separate item in the Bill of Quantities , no payment shall be made directly and the cost thereof shall be deemed to be included in the unit rates of other items in the Bill of Quantities.

B. Appendix to Preamble

Stages of construction for interim payments in respect of
BOQ Item No. 1/1

BOQ Pay Item No. 1/1

Excavation for Rising Main / Manhole / Structures in all kinds of soils (except hard rock) and road pavements / foot paths including all operations of site clearing, grubbing, dewatering of sub soil water, surface water, sewage and other sources. Leveling, dressing and ramming the excavated surface and disposal of excavated surplus material to designated disposal areas within 25 Km including Backfilling around and top of the conduit with selected excavated material from any site location including breaking clods, dressing, watering, compacted in layer not Exceeding 150 mm thickness, all complete as per drawings, specifications and as directed by the Engineer.

	Stage of Construction	Cumulative Percentage
a.	Excavation upto formation level including all operations of site clearing, grubbing, dewatering, leveling, dressing and ramming.	70%
b.	Selected backfill	10%
c.	Disposal of excavated surplus material	20%

Note:

Upon excavation upto required formation level, measurement for payment shall be made separately for each depth ranges, as shown in relevant BOQ Pay Item No. 1/1.

CONSTRUCTION OF NEW HDPE RISING MAIN AND ALLIED WORKS

ALONG MANZOOR COLONY DRAIN FROM TP-II TO MS-III (MS -VI)

BILL OF QUANTITIES

SUMMARY OF BID COST

BILL NR	TITLE	AMOUNT
1	HDPE PIPE LINE (1000 MM OUTER DIA) AND ALLIED WORKS	
2	DAY WORKS	
SUB TOTAL 1 TO 2		
2% PHYSICAL CONTINGENCIES FOR VARIATION/ EXTRA WORK INSTRUCTED BY THE ENGINEER.		
GRAND TOTAL IN PAK RUPEES.		

Amount in words :

Total Carried to Bid Form

SIGNATURE OF CONTRACTOR

SEAL

CONSTRUCTION OF NEW HDPE RISING MAIN AND ALLIED WORKS

ALONG MANZOOR COLONY DRAIN FROM TP-II TO MS-III (MS -VI)

BILL OF QUANTITIES

BILL NO- 1 : - HDPE PIPE LINE (1000 MM OUTER DIA) AND ALLIED WORKS

S.No.	ITEMS OF WORKS	UNIT	QUANTITY	RATE		AMOUNT
				In Figure	In Words	
1/1	Excavation for Pipe line / Manhole / Structures in all kinds of soils (except hard rock) upto required depth and road pavements / foot paths including all operations of site clearing, grubbing, dewatering of sub soil water, surface water, sewage and other sources. Levelling, dressing and ramming the excavated surface and disposal of excavated surplus material to designated disposal areas within 25 Km including Backfilling with selected excavated material from any site location including breaking clods, dressing, watering, compacted in layer not Exceeding 150 mm thickness, all complete as per drawings, specifications and as directed by the Engineer.	cu.m	14,190			
1/2	Extra over Excavation for Breaking out Rock at any depth as per specification and as directed by the Engineer. (Provisional Quantity)	cu.m	4,257			
1/3	Providing and laying Selected Material from approved source for backfilling / bedding complete with breaking clods and compacted to 90 % AASHTO dry density complete as per drawings, specifications and as directed by the Engineer.	cu.m	964			
1/4	Providing laying and jointing of 1000 mm outer dia Polyethylene pressure pipes (HDPE - 100) PN 16 Confirming TO ISO - 4427, DIN 8074, 8075 or PS 3580 : 1994, manufactured by API certified firms in trenches excluding cost of fittings and specials and butt fusion welding, Complete as per specifications, drawings and as directed by the Engineer.	Rm	2,300			
CARRIED TO COLLECTION						

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CONSTRUCTION OF NEW HDPE RISING MAIN AND ALLIED WORKS

ALONG MANZOOR COLONY DRAIN FROM TP-II TO MS-III (MS -VI)

BILL OF QUANTITIES

BILL NO- 1 : - HDPE PIPE LINE (1000 MM OUTER DIA) AND ALLIED WORKS

S.No.	ITEMS OF WORKS	UNIT	QUANTITY	RATE		AMOUNT
				In Figure	In Words	
1/5	Providing and Fixing various dia PE Fittings (HDPE-100) PN-16 with flange, complete as per drawing, specifications and as directed by the Engineer.					
	i) PE Bend 1000 mm outer Dia	No.	10			
	ii) PE Bend 300 mm outer Dia	No.	4			
	iii) PE Short Piece / Adapter 300 mm outer Dia	No.	4			
	iv) PE Branch Pipe 300 mm outer Dia	No.	4			
1/6	Providing and Fixing 1000 mm dia Ms Branch pipe -10mm Thick with flange , connected to existing 1200 mm dia pipe, Complete as per drawing, specifications and as directed by the Engineer.	No.	1			
1/7	Providing and Fixing 16mm dia Ms Anchor ring with bolt, Complete with all accessories as per drawing, specifications and as directed by the Engineer.	No.	10			
1/8	Providing and laying in plain cement concrete Class C-30/20 using sulphate resisting cement in Class A bedding for encasement of pipe and cradle including formwork, mixing, pouring, levelling, compacting, vibrating and curing, complete as per drawings, specification and as directed by the Engineer	cu.m	1,007			
1/9	Providing and laying Class B bedding in Granular fill material from approved source for backfilling complete with breaking clods and compacted to 90 % AASHTO dry density complete as per drawings, specifications and as directed by the Engineer.	cu.m	225			
CARRIED TO COLLECTION						

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CONSTRUCTION OF NEW HDPE RISING MAIN AND ALLIED WORKS

ALONG MANZOOR COLONY DRAIN FROM TP-II TO MS-III (MS -VI)

BILL OF QUANTITIES

BILL NO- 1 : - HDPE PIPE LINE (1000 MM OUTER DIA) AND ALLIED WORKS

S.No.	ITEMS OF WORKS	UNIT	QUANTITY	RATE		AMOUNT
				In Figure	In Words	
1/10	Providing and laying Class S bedding in Granular fill material from approved source for backfilling complete with breaking clods and compacted to 90 % AASHTO dry density complete as per drawings, specifications and as directed by the Engineer.(Provisional Quantity)	cu.m	1,813			
1/11	Providing, laying and compacting Stone Soling / Pitching in trench for bedding including levelling, rolling, grading and compacting complete as per drawings, specifications and as directed by the Engineer. (Provisional Quantity)	cu.m	50			
1/12	Providing and laying plain cement concrete Class 10/20, using sulphate resisting cement in situ concrete including formwork, mixing, pouring, levelling, compacting, vibrating and curing complete as per drawings, specifications and as directed by the Engineer.	cu.m	54			
1/13	Providing and laying cast in situ R.C.C Class C-35/20 using ordinary Portland cement in Discharge, Washout, Air / Sluice Valve chamber to required level including formwork, mixing, pouring, levelling, compacting, vibrating and curing, complete as per drawings, specification and as directed by the Engineer. (Excluding the cost of Steel reinforcement.)					
	i) In Base Slab / Footing	cu.m	67			
	ii) In Walls	cu.m	143			
	iii) In Top Slab	cu.m	24			
CARRIED TO COLLECTION						

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CONSTRUCTION OF NEW HDPE RISING MAIN AND ALLIED WORKS

ALONG MANZOOR COLONY DRAIN FROM TP-II TO MS-III (MS -VI)

BILL OF QUANTITIES

BILL NO- 1 : - HDPE PIPE LINE (1000 MM OUTER DIA) AND ALLIED WORKS

S.No.	ITEMS OF WORKS	UNIT	QUANTITY	RATE		AMOUNT
				In Figure	In Words	
1/14	Providing and laying cast in situ R.C.C Class C-30/20 using ordinary Portland cement in Thrust Block to required level including formwork, mixing, pouring, levelling, compacting, vibrating and curing, complete as per drawings, specification and as directed by the Engineer. (Excluding the cost of Steel reinforcement.)	cu.m	165			
1/15	Providing, Placing and fixing in position Deformed steel reinforcement bars, confirming to BS 4449 or ASTM A-615 with minimum Yield strength of 420 N/mm ² including cutting, bending, binding, straightening, wastage, overlaps, chairs and tying with binding wire complete, at any height and any floor as per design, drawings, specifications and as directed by the Engineer.	tonne	30			
1/16	Providing and laying in plain cement concrete Class C-30/20 using sulphate resisting cement in Benching of manhole / chamber / pedestal including formwork, mixing, pouring, levelling, compacting, vibrating and curing, complete as per drawings, specification and as directed by the Engineer	cu.m	10			
1/17	Providing and applying 2 coats of hot bitumen (or Approved equal) to the exterior surface of the concrete structure in contact with the earth as recommended by the manufacturer and as directed by the Engineer.	sq.m	622			
1/18	Reinstatement of Asphalt pavement Roads including Base course, AC base and wearing course complete with compaction and as shown in the drawing. (Provisional Item)	Sq.m	2,550			
CARRIED TO COLLECTION						

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CONSTRUCTION OF NEW HDPE RISING MAIN AND ALLIED WORKS

ALONG MANZOOR COLONY DRAIN FROM TP-II TO MS-III (MS -VI)

BILL OF QUANTITIES

BILL NO- 1 : - HDPE PIPE LINE (1000 MM OUTER DIA) AND ALLIED WORKS

S.No.	ITEMS OF WORKS	UNIT	QUANTITY	RATE		AMOUNT
				In Figure	In Words	
1/19	Providing and fixing 3 inch dia Air releasing valve Double Orifice (European made) with resilient orifices designed to allow the most efficient method of releasing or admitting air during the filling and emptying pipelines or vessels and the release of air accumulating in pipeline during normal working conditions with integral isolating valve as per Specification, drawings and as directed by the Engineer.	No.	6			
1/20	Providing and fixing various dia Sluice / Gate valve (European made) with flange complete as per drawing, specification and as directed by the Engineer.					
	I) 300 mm dia	No.	2			
	ii) 1000 mm dia	No.	1			
	iii) 1200 mm dia	No.	1			
1/21	Providing and fixing 800mm internal dia Non Return / Check Valve (European made) with flange complete as per drawing, specification and as directed by the Engineer.	No.	1			
1/22	Providing, laying and jointing Pre cast Slab / Manhole cover of R.C.C Class C-35/20 including Galvanized lifting handle, formwork, mixing, pouring, leveling, compacting, vibrating, curing, transporting, placing and jointing, complete as per drawings, specification and as directed by the Engineer (Including the cost of Steel reinforcement.)					
	i) Precast Planks (3000 X 450 X 250 mm)	No.	6			
	ii) Precast Planks (3500 X 450 X 300 mm)	No.	3			
CARRIED TO COLLECTION						

SIGNATURE OF CONTRACTOR

SEAL

CONSTRUCTION OF NEW HDPE RISING MAIN AND ALLIED WORKS

ALONG MANZOOR COLONY DRAIN FROM TP-II TO MS-III (MS -VI)

BILL OF QUANTITIES

BILL NO- 1 : - HDPE PIPE LINE (1000 MM OUTER DIA) AND ALLIED WORKS

S.No.	ITEMS OF WORKS	UNIT	QUANTITY	RATE		AMOUNT
				In Figure	In Words	
	iii) Precast Slab (750 X 750 X 100 mm)	No.	10			
1/23	Providing and fixing 20 mm dia Galvanized iron rungs for Foot steps at every 300 mm centre to centre complete as per drawings, specifications & as directed by the Engineer.	No.	108			
1/24	1200 mm outer dia MS Sleeve Pipe (10 mm thick) for jacking including 1000 mm outer dia PE (PN 16) main pipe , complete including jacking equipment, Thrust wall etc. cement concrete grouting in the annular space between the main pipe and sleeve and the space between sleeve and the boring. This includes supply of main pipes and sleeve including external protection to the main pipe. The work shall be carried out as approved drawing, specification and Engineer's instructions.					
	i) Under Bund at Shaheed Millat Expressway	Rm	100			
	ii) Adjacent to TP-II	Rm	60			
1/25	Extra over Item No - 1/1 for continued dewatering after excavation and during laying of pipe and any other structures including bedding, placing reinforcement, Concrete and back filling complete as directed by the Engineer. (Provisional Quantity)	Rm	1,000			
CARRIED TO COLLECTION						

SIGNATURE OF CONTRACTOR

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CONSTRUCTION OF NEW HDPE RISING MAIN AND ALLIED WORKS

ALONG MANZOOR COLONY DRAIN FROM TP-II TO MS-III (MS -VI)

BILL OF QUANTITIES

BILL NO- 1 : - HDPE PIPE LINE (1000 MM OUTER DIA) AND ALLIED WORKS

S.No.	ITEMS OF WORKS	UNIT	QUANTITY	RATE		AMOUNT
				In Figure	In Words	
1/26	Construct and maintain the Access track (Eight meter wide) in river for transportation of materials, Plants and equipment's including the movement of all kinds of traffic. The track shall be maintained and kept traffic worthy up to the end of defects liability period. (Provisional Quantity)	Rm	500			
1/27	Location and protection of all public utility services encountered with in the works during the contract period including Telephone Cables, Water supply Lines, Sewers, Drains, Gas pipe lines, Oil refinery lines and Power Cables.	Job	Lump-Sum			
1/28	Provisional Sum for payment to Utility Agencies for Re-location and / or their supervision charges where Required.	Provisional-Sum				1,000,000
CARRIED TO COLLECTION						

SIGNATURE OF CONTRACTOR

SEAL

CONSTRUCTION OF NEW HDPE RISING MAIN AND ALLIED WORKS

ALONG MANZOOR COLONY DRAIN FROM TP-II TO MS-III (MS -VI)

BILL OF QUANTITIES

BILL NO- 1 : - HDPE PIPE LINE (1000 MM OUTER DIA) AND ALLIED WORKS

S.No.	PAGE NO	AMOUNT
1	B.O.Q PAGE NO - 2	
2	B.O.Q PAGE NO - 3	
3	B.O.Q PAGE NO - 4	
4	B.O.Q PAGE NO - 5	
5	B.O.Q PAGE NO - 6	
6	B.O.Q PAGE NO - 7	
7	B.O.Q PAGE NO - 8	
CARRIED TO SUMMARY		

SIGNATURE OF CONTRACTOR

SEAL

BILL OF QUANTITIES

C. Day work Schedule

General

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

Day work Labour

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

Day Work Material

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

Day Work Construction Plant

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

**CONSTRUCTION OF NEW HDPE RISING MAIN AND ALLIED WORKS
ALONG MANZOOR COLONY DRAIN FROM TP-II TO MS-III (MS -VI)**

**BILL OF QUANTITIES
SCHEDULE OF DAY WORK RATES**

I) LABOUR

Item No.	Description	Unit	Nominal Quantity	RATE		Amount (Rs.)
				In Figure	In Words	
D101	Ganger (Foreman)	Hr	10			
D102	Labourer	Hr	20			
D103	Plumber	Hr	10			
D104	Mason	Hr	10			
D105	Carpenter	Hr	10			
D106	Steel Work Erector	Hr	10			
D107	Surveyor	Hr	10			
D108	Driver for vehicle up to 10 tons	Hr	10			
D109	Operator for Excavator, Dragline, shovel or crane	Hr	10			
D110	Operator for tractor, (tracked) with dozer blade or ripper	Hr	10			
D111	Welder	Hr	10			
SUB TOTAL						
Add percent adjustment for Contractor's overhead, profit, etc,						
Total for Day work: Labour: (Carried forward to Day work Summary)						

SIGNATURE OF CONTRACTOR

SEAL

**CONSTRUCTION OF NEW HDPE RISING MAIN AND ALLIED WORKS
ALONG MANZOOR COLONY DRAIN FROM TP-II TO MS-III (MS -VI)**

**BILL OF QUANTITIES
SCHEDULE OF DAY WORK RATES**

II) MATERIAL

Item No.	Description	Unit	Nominal Quantity	RATE		Amount (Rs.)
				In Figure	In Words	
D201	Cement, ordinary Portland or equivalent in bags	M.Ton	2			
D202	Sulphate resisting cement	M.Ton	2			
D203	Mild Steel reinforcing bar upto 16mm diameter to BS 4449 or equivalent	M.Ton	2			
D204	Fine aggregate for concrete	Cu.m	50			
D205	Coarse aggregate	Cu.m	50			
D206	Gabion with stone fill.	Cu.m	50			
D207	M.S. Plate upto 10mm thick grade x 42, API	M.Ton	1			
D208	Granular Sub base	Cu.m	25			
SUB TOTAL						
Add percent adjustment for Contractor's overhead, profit, etc,						
Total for Day work: Material: (Carried forward to Day work Summary)						

SIGNATURE OF CONTRACTOR

SEAL

**CONSTRUCTION OF NEW HDPE RISING MAIN AND ALLIED WORKS
ALONG MANZOOR COLONY DRAIN FROM TP-II TO MS-III (MS -VI)**

**BILL OF QUANTITIES
SCHEDULE OF DAY WORK RATES**

III) Constructional Plant

Item No.	Description	Unit	Nominal Quantity	RATE		Amount (Rs.)
				In Figure	In Words	
D301	Excavator and Back Hoes (with or without hammer) 1. JCB-III or equivalent. 2.CAT 225 or equivalent	Hr Hr	10 10			
D302	Tractor (tracked) including bull or angle dozer: 1. Up-to and including 150HP 2. Over 150 to 200 HP 3. Over 200 to 250 HP	Hr Hr Hr	10 10 10			
D303	Tractor with ripper: 1. Up-to and including 200HP 2. Over 200 to 250 HP	Hr Hr	10 10			
D304	Wheel loader upto 3m ³	Hr	10			
D305	Dump Truck	Hr	10			
D306	Water Tanker	Hr	10			
D307	Hand Compactor	Hr	10			
D308	Batching Plant	Hr	10			
D309	Welding Plant	Hr	10			
D310	Generator upto 55 KVA	Hr	10			
D311	Dewatering Pumps	Hr	10			
D312	Jack Hammer	Hr	10			
D313	Compressor	Hr	10			
SUB TOTAL						
Add percent adjustment for Contractor's overhead, profit, etc,						
Total for Day work: Construction Plant: (Carried forward to Day work Summary)						

SIGNATURE OF CONTRACTOR

SEAL

**CONSTRUCTION OF NEW HDPE RISING MAIN AND ALLIED WORKS
ALONG MANZOOR COLONY DRAIN FROM TP-II TO MS-III (MS -VI)**

**BILL OF QUANTITIES
SCHEDULE OF DAY WORK RATES**

Summary (Day-Work)

Number	Description		
1	Total for Day-work: Labour		
2	Total for Day-work: Material		
3	Total for Day-work: Construction Plant		
Total for Day work: : (Carried forward to Summary of cost)			

SIGNATURE OF CONTRACTOR

SEAL

PROPOSED CONSTRUCTION SCHEDULE

Pursuant to Sub-Clause 8.2 of the General Conditions of Contract, the works shall be completed on or before the date stated in Appendix-A to Bid. The bidder shall provide as Appendix-E to Bid, the Construction Schedule in the bar chart (CPM, PERT or any other to be specified herein) showing the sequence of work items and the period of time during which he proposes to complete each work item in such a manner that his proposes to complete each work item in such a manner that his proposed programme for completion of the whole of the works and parts of the works may meet procuring agency's completion targets in days noted below and counted from the date Notice to Commence (Attach sheets as required for the specified form of Construction Schedule):

Description

Time for Completion

Whole Works

_____ days

METHOD OF PERFORMING THE WORK

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

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

LIST OF MAJOR EQUIPMENT- RELATED ITEMS

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

LIST OF MAJOR EQUIPMENT

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

CONSTRUCTION CAMP AND HOUSING FACILITIES

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

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

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

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

LIST OF SUBCONTRACTORS

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

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

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

ESTIMATED PROGRESS PAYMENTS

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

Month/Quarter/ Year/ Period	Amounts (1,000 Rs.)
1	2
1 st Quarter	
2 nd Quarter	
3 rd Quarter	
4 th Quarter	
5 th Quarter	
6 th Quarter	
Bid Price	

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

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

Contract No. _____ Dated _____

Contract Value: _____

Contract Title: _____

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

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

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

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

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

.....
[Procuring Agency]

[Contractor]

FORMS

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

BID SECURITY (Bank Guarantee)

Security Executed on _____ (Date)

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

Name of Principal (Bidder) with Address _____
_____ Penal

Sum of Security Rupees. _____ (Rs. _____) Bid
Reference No. _____ KNOW ALL

MEN BY THESE PRESENTS, that in pursuance of the terms of the bid and at the request of the said Principal (Bidder) we, the Surety above named, are held and firmly bound unto _____ (hereinafter called the 'Procuring Agency') in the sum stated above for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

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

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

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

NOW THEREFORE, if the successful bidder shall, within the period specified therefore, on the prescribed form presented to him for signature enter into a formal Contract with the said procuring agency in accordance with his bid as accepted and furnish within twenty eight (28) days of his being requested to do so, a Performance Security with good and sufficient surety, as may be required, upon the form prescribed by the said procuring agency for the faithful performance and

proper fulfillment of the said Contract or in the event of non-withdrawal of the said bid within the time specified for its validity then this obligation shall be void and of no effect, but otherwise to remain in full force and effect.

PROVIDED THAT the Surety shall forthwith pay the procuring agency, the said sum upon first written demand of the procuring agency (without cavil or argument) and without requiring the procuring agency to prove or to show grounds or reasons for such demand, notice of which shall be sent by the procuring agency by registered post duly addressed to the Surety at its address given above.

PROVIDED ALSO THAT the procuring agency shall be the sole and final judge for deciding whether the Principal (Bidder) has duly performed his obligations to sign the Contract Agreement and to furnish the requisite Performance Security within the time stated above, or has defaulted in fulfilling said requirements and the Surety shall pay without objection the said sum upon demand from the procuring agency forthwith and without any reference to the Principal (Bidder) or any other person. IN WITNESS WHEREOF, the above bounden Surety has executed the instrument under its seal on the date indicated above, the name and seal of the Surety being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

SURETY (Bank)

WITNESS:

Signature _____

1. _____

Name _____

Title _____

Corporate Secretary (Seal)

Corporate Guarantor (Seal)

2. _____

Name, Title & Address

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

Guarantee No. _____
 Executed on _____
 Expiry date _____

[Letter by the Guarantor to the Procuring Agency]

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

Name of Principal (Contractor) with address: _____

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

Letter of Acceptance No. _____ Dated _____

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

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

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

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

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

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

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

		_____ Guarantor (Bank)
Witness:		
1. _____	Signature _____	
_____	Name _____	
Corporate Secretary (Seal)	Title _____	
2. _____		

_____	_____	
Name, Title & Address	Corporate Guarantor (Seal)	

FORM OF CONTRACT AGREEMENT

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

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

NOW this Agreement witnesseth-- as follows:

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

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

Signature of the Contactor

(Seal)

Signature of Employer

(Seal)

Signed, Sealed and Delivered in the presence of:

Witness:

(Name, Title and Address)

Witness:

(Name, Title and Address)

MOBILIZATION ADVANCE GUARANTEE

Guaranteeing. _____ Date _____

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

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

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

AND

WHEREAS,

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

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

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

This Guarantee shall remain in force until the advance is fully adjusted against payments from the Interim Payment Certificates of the Contractor or until _____ whichever is earlier. (Date) The Guarantor's liability under this Guarantee shall not in any case exceed the sum of Rupees _____ (Rs _____).

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

GUARANTOR

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

WITNESS

1. _____
Corporate Secretary (Seal)

2. _____
(Name Title & Address)

Corporate Guarantor (Seal)

INDENTURE FOR SECURED ADVANCES

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

This INDENTURE made the day of
20..... BETWEEN _____ (hereinafter called "the Contractor" which expression shall where the context so admits or implied be deemed to include his heirs, executors, administrators and assigns) of the one part and _____ (hereinafter called "the Employer" of the other part).

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

(Here enter (the description of the works)

AND WHEREAS the contractor has applied to thefor an advance to him of Rupees (Rs.) on the security of materials absolutely belonging to him and brought by him to the site of the said works the subject of the said agreement for use in the construction of such of the said works as he has undertaken to execute at rates fixed for the finished work (inclusive of the cost of materials and labour and other charge) AND WHEREAS the Employer has agreed to advance to the Contractor the sum of Rupees, (Rs.) on the security of materials the quantities and other particulars of which are detailed in Part II of Running Account Bill (B) the said works signed by the contractor Fin R.Form.I7.A.

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

NOW THIS INDENTURE WTTNESSETH that in pursuance of the said agreement and in consideration of the sum of Rupees.....

(Rs.) on or before the execution of these presents paid to the Contractor by the Employer (the receipt whereof the Contractor doth hereby acknowledge) and of such further advances (if any) as may be made to him as aforesaid (all of which advances are hereinafter collectively referred to as the said amount) the Contractor doth hereby assign unto the Employer the said materials by way of security for the said amount

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

- (1) That the said sum of Rupees. RS.) so advanced by the Employer to the Contractor as aforesaid and all or any further sum or sums which may be advanced as

aforesaid shall be employed by the contractor in or towards expending the execution of the said works and for no other purpose whatsoever.

- (2) That the materials detailed in the said Running Account Bill (B) which have been offered to and accepted by (the Employer as security for the said amount are absolutely by the Contractors own property free from encumbrances of any kind and the Contractor will not make any application for or receive a further advance on the security of materials which are not absolutely his own property and free from encumbrances of any kind and the contractor hereby agrees, at all times, to indemnify and save harmless the Employer against all claims whatsoever to any materials in respect of which an advance has been made to him as aforesaid.
- (3) That the said materials detailed in the said Running Account Bill (B) and all other materials on the security of which any further advance or advances may hereafter be made as aforesaid (hereinafter called the said materials) shall be used by the Contractor solely in the execution of the said works in accordance with the directions of the Engineer and in the terms of the said agreement.
- (4) That the Contractor shall make at his own cost all necessary and adequate arrangement for the proper watch, safe custody and protection against all risks of the said material and that until used in construction as aforesaid the said materials shall remain at the site of the said works in the Contractor's custody and at his own risk and on his own responsibility and shall at all times be open to inspection by the Employer/Engineer or any officer authorized by them. In the event of the said materials of any part (hereof being stolen, destroyed or damaged or becoming deteriorated in a greater degree than is due to reasonable use and wear thereof Contractor will forthwith replace the same with other materials of like quality or repair and make good the same as required by the Employer/Engineer and the materials so brought to replace the said materials so repaired and made good shall also be considered as security for the said amount.
- (5) That the said materials shall not on any account be removed from the site of the said works except with the written permission of the Employer or an officer authorized by him in that behalf.
- (6) That the said amount shall be payable in full when or before the Contractor receives payment, from the Employer of the price payable to him for the said works under the terms and provisions of the said agreement PROVIDED THAT if any intermediate payments are made to the contractor on account of work done then on the occasion of each such payment the Employer will be at liberty to make a recovery from the Contractors Bill for

such payment by deducting there from in the value of the said materials (hen actually used in the construction and in respect of which recovery has not been made previously the value for this purpose being determined in respect of each description of material at (he rates at which the amount of the advances made under these presents were calculated.

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

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

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

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

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

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

(10) That in the event of any conflict between the provisions of these presents and the said agreement the provisions of these presents shall prevail and in the event of any dispute or difference arising over the construction or effect of these presents the settlement of which has not been herein before expressly provided for the same shall be settled in accordance with the provisions specified in Conditions of Contract.

Singed, sealed and delivered by*

In the presence of



1st Witness

2nd Witness

CONDITIONS OF CONTRACT FOR CONSTRUCTION

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Notes on the Conditions of Contract

The Conditions of Contract comprise two parts:

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

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

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

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

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

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

“Copies of the FIDIC Conditions of Contract can be obtained from:
To request such permission please contact:
FIDIC CASE POSTALE, CH-1215 Switzerland;
Tel. +41 22 799 49 00;
Fax; +41 22 799 49 01
E-mail: fidic@fidic.org.

CONDITIONS OF CONTRACT FOR CONSTRUCTION

FOR BUILDING AND ENGINEERING WORKS DESIGNED BY THE EMPLOYER

**Multilateral Development Bank Harmonised Edition
March 2006**

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

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GENERAL CONDITIONS

GENERAL PROVISION

1.1

Definitions

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

1.1.1

The Contract

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

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

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

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

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

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

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

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

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

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

1.1.2 Parties and Persons

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

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

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

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

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

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

1.1.2.7 “Contractor’s Personnel” means the Contractor’s Representative and all personnel whom the Contractor utilizes on Site, who may include the staff, labour and other employees of the Contractor and of each Subcontractor; and any other personnel assisting the Contractor in the execution of the Works.

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

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

1.1.2.10 “FIDIC” means the Federation Internationale des Ingenieurs-Conseils, the international federation of consulting engineers.

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

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

1.1.3

Dates, Tests, Periods and Completion

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

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

1.1.3.3 “Time for Completion” means the time for completing the Works or a Section (as the case may be) under Sub-Clause 8.2 [Time for Completion], as stated in the Contract Data (with any extension under Sub-Clause 8.4 [Extension of Time for Completion]), calculated from the Commencement Date.

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

1.1.3.5 “Taking-Over Certificate” means a certificate issued under Clause 10 [Employer’s Taking Over].

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

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

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

1.1.4

Money and Payments

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

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

1.1.4.3 “Cost” means all expenditure reasonably incurred (or to be incurred) by the charges, but does not include profit.

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

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

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

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

1.1.4.8 “Local Currency” means the currency of the Country.

1.1.4.9 “Payment Certificate” means a payment certificate issued under Clause 14 Contract Price and Payment.

1.1.4.10 “Provisional Sum” means a sum (if any) which is specified in the Contract as supply of Plant, Materials or services under Sub-Clause 13.5 [Provisional Sums]

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

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

1.1.5

Works and Goods

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

1.1.5.2 “Goods” means Contractor’s Equipment, Materials, Plant and Temporary Works, or any of them as appropriate.

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

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

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

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

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

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

1.1.6

Other Definitions

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

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

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

1.1.6.4 “Force Majeure” is defined in Clause 19 [Force Majeure.

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

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

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

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

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

1.2

Interpretation

In the Contract, except where the context requires otherwise:

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

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

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

1.3 Communications

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

(a) in writing and delivered by hand (against receipt), sent by mail or courier, or transmitted using any of the agreed systems of electronic transmission as stated in the Contract Data; and

(b) delivered, sent or transmitted to the address for the recipient's communications as stated in the Contract Data. However:

- (i) if the recipient gives notice of another address, communications shall thereafter be delivered accordingly; and
- (ii) if the recipient has not stated otherwise when requesting an approval or consent, it may be sent to the address from which the request was issued.

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

1.4 Law and Language

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

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

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

1.5 Priority of Documents

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

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

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

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PART II - SPECIAL /PARTICULAR CONDITIONS OF CONTRACT

1.1 Definition

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

1.1.1.8 "Bid" is synonymous with "Tender".

1.1.1.10 "Contract Data" is synonymous with "Particular Conditions of Contract and sections/references referred therein including all relevant appendices and forms"

1.1.1.11 "Bidding" is synonymous with "contract".

The following sub-clauses are added:

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

1.1.1.13 In this Contract Document wherever word "Bank, Donor Agency, Funding Agency or word(s) having similar meanings" are used shall be read as "Employer".

1.1.2 Parties and Persons

1.1.2.2 "Employer" is synonymous with "Procuring Agency "The Employer is the **Project Director S-III, KW&SB** with office at Block D 9th Mile Karsaz, Shahrah-e-Faisal, - Karachi.

1.1.2.4 **The Engineer is Dr. Muhammad Bashir Lakhani, Director (Water & Energy Division), Techno – Consult International** with office at **37-K Block- 6 PECHS-Karachi**, represented by the **Chief Resident Engineer** appointed by the Engineer and notified in writing to the Employer and the Contractor. Provided always that except in cases of professional misconduct, the outgoing Engineers is to formulate his certifications/recommendations in relation to all outstanding matters, disputes and claims relating to the execution of the Works during his tenure.

1.1.2.9 "DB" is synonymous with "Committee".

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

1.1.3.7 "Defects Notification Period" is synonymous with "Defects Liability Period".

1.1.3.8 "Performance Certificate" is synonymous with "Defects Liability Certificate".

1.1.4 Money and Payments

1.1.4.2 "Contract Price" means the sum stated in the Letter of Acceptance as payable to the Contractor for the execution and completion of the Works subject to such additions thereto or deductions there from as may be made and remedying of any defects therein in accordance with the provisions of the Contract.

1.1.4.13 “Delay Damages” is synonymous with “Liquidated Damages”.

1.4 Language(s) and Law

Deleted and substituted with following

(a) The Contract Documents, shall be drawn up in the English language.

(b) The Contract shall be subject to the Laws of Islamic Republic of Pakistan.

1.5 Priority of Contract Documents

The documents listed at (a) to (i) of the Sub-Clause are deleted and substituted with the following:

- (1) The Contract Agreement (if completed);
- (2) The Letter of Acceptance;
- (3) The completed Form of Bid;
- (4) Special Stipulations (Appendix-A to Bid);
- (5) The Particular Conditions of Contract – Part II;
- (6) The General Conditions – Part I;
- (7) The priced Bill of Quantities (Appendix-D to Bid);
- (8) The completed Appendices to Bid (B, C, E to L);
- (9) The Drawings;
- (10) The Specifications; and
- (11)_ (any other).

In case of discrepancies between drawings, those of larger scale shall govern unless they are superseded by a drawing of later date regardless of scale. All Drawings and Specifications shall be interpreted in conformity with the Contract and these Conditions. Addendum, if any, shall be deemed to have been incorporated at the appropriate places in the documents forming the Contract.

1.6 Contract Agreement

Within 14 days from the date of furnishing of acceptable Performance Security under the Conditions of Contract, the procuring agency will send the successful bidder the Contract Agreement in the form provided in the bidding documents, incorporating all agreements between the parties.

The formal Agreement between the procuring agency and the successful bidder shall be executed within 14 days of the receipt of the Contract Agreement by the successful bidder from the procuring agency.

Contractor also pays the stamp duty / excise duty in accordance with the Government Rules enforced at the time of signing of Contract Agreement. The cost incurred for the execution of Contract Agreement and stamp/excise duty shall be borne by the Contractor.

In case of any increase in Contract Price due variation, claims and any other reason(s), the additional stamp duty / excise duty shall be recovered from the Contractor, at the conclusion of the project.

The following Sub-Clauses 1.16 and 1.17 are added:

1.16 Shop Drawings

The Contractor shall submit to the Engineer for review 3 copies of all shop and erection drawings applicable to this Contract as per provision of relevant Sub-Clause of the Contract.

Review and approval by the Engineer shall not be construed as a complete check but will indicate only that the general method of construction and detailing is satisfactory and that the Engineer's review or approval shall not relieve the Contractor of any of his responsibilities under the Contract.

Cost related to the preparation and submission of shop drawings shall deemed to be included in contract price.

1.17 As-Built Drawings

At the completion of the Works under the Contract, the Contractor shall furnish to the Engineer 6 hard copies, one reproducible and one soft copy based on GIS on compact discs, of all drawings amended to conform with the Works as built. The price of such Drawings shall deemed to be included in the Contract Price.

2.2 Permits, Licences or Approval

Following is added at the end of text;

"Employer will extend all possible assistance for obtaining required permits, licences or approvals, however, the Employer bear no responsibility for obtaining the same and ultimate responsibility for obtaining required permits, licences or approvals, shall rest with the Contractor."

2.4 Employer's Financial Arrangements

Text of this sub-clause is deleted and substituted with following;

"The project is funded by Government of Pakistan and Government of Sindh, funds will be released by the Government every year in accordance with the Finance Bill."

The following Sub-Clause 2.6 is added:

2.6 Notice to Employer

For the purposes of this Sub-Clause, the address is:

Project Director (S-III),

Karachi Water and Sewerage Board
First Floor, Block-D,
9th Mile Karsaz- Shahrah-e-Faisal,
Karachi.

3.1 Engineer's Duties and Authority.

The following paragraph is added after duties:

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

With reference to Sub-Clause 3.1, the following provisions shall also apply;

The Engineer shall obtain the specific approval of the Employer before carrying out his duties in accordance with the following Clauses:

- (i) Determinations under Clause 3.5.
- (ii) Any action under Clause 4.2 "Performance Security" and Clause 18 "Insurance" of sorts.
- (iii) Consenting to the sub-letting of any part of the Works under Sub-Clause 4.4 "Subcontracting" and under Clause 5 "Nominated Sub Contractor".
- (iv) Certifying additional cost determined under Sub-Clause 4.12 "Un- Foreseeable Physical Conditions".
- (v) Any action under Clause 8.4 "Extension of Time for Completion".
- (vi) Any action under Clause 8.7 "Delay Damages".
- (vii) Any action under Clause 8.8 to 8.12 "Suspension".
- (viii) Issuance of "Taking Over Certificate" under Clause 10.
- (ix) Issuance of "Performance Certificate" under Sub-Clause 11.9.
- (x) Issuing a Variation Order under Clause 13, except:
 - a) in an emergency* situation, as stated here below, or
 - b) if such variation would increase the Contract Price by less than the amount stated in the Appendix-A to Bid.
- (xi) Release of Retention Money to the Contractor under Sub-Clause 14.9 "Payment of Retention Money".
- (xii) Issuance of "Final Payment Certificate" under Sub-Clause 14.13.
- (xiii) Extra payment as a result of Contractor's claims under Clause 20.

(Note: Employer may further vary according to need of the project)

* (If in the opinion of the Engineer an emergency occurs affecting the safety of life or of the Works or of adjoining property, the Engineer may, without relieving the Contractor of any of his duties and responsibilities under the Contract, instruct the Contractor to execute all such work or to do all such things as may, in the opinion of the Engineer, be necessary to abate or reduce the risk. The Contractor shall forthwith comply with any such instruction of the Engineer. The Engineer shall determine an addition to the Contract Price, in respect of such instruction, in accordance with Clause 12.3 and shall notify the Contractor accordingly, with a copy to the Employer.)

The following Sub-Clause 3.6 is added:

3.6 Engineer Not Liable

Approval, reviews and inspection by the Engineer of any part of the Works does not relieve the Contractor from his sole responsibility and liability for the supply of materials, plant and equipment for construction of the Works and their parts in accordance with the Contract and neither the Engineer's authority to act nor any decision made by him in good faith as provided for under the Contract whether to exercise or not to exercise such authority shall give rise to any duty or responsibility of the Engineer to the Contractor, any Subcontractor, any of their representatives or employees or any other person performing any portion of the Works.

The following Sub-Clause 3.7 is added:

3.7 Notice to Engineer

For the purposes of this Sub-Clause, the address is:

Techno-Consult International (Pvt.(Water & Energy Division)
37-K, Block-6 PECHS Karachi

4.2 Performance Security

The following text is added:

"The Contractor shall provide Performance Security to the Employer in the prescribed form. The said Security shall be furnished or caused to be furnished by the Contractor within 14 days after the receipt of the Letter of Acceptance. The Performance Security shall be of an amount equal to 5% of the Contract Price stated in the Letter of Acceptance. Such Security shall, at the option of the bidder, be in the form of either (a) bank guarantee from any Scheduled Bank in Pakistan or (b) bank guarantee from a bank located outside Pakistan duly counter-guaranteed by a Scheduled Bank in Pakistan. The Performance Security shall

remain valid upto 28 days beyond the expiry of Defect Notification Period and shall be released within 28 days after receiving a copy of Performance Certificate. The cost of complying with requirements of this Sub-Clause shall be borne by the Contractor.”

The following Sub-Clause 4.2(a) is added:

4.2(a) Performance Security Binding on Variations and Changes

The Performance Security shall be binding irrespective of changes in the quantities or variations in the Works or extensions in Time for Completion of the Works which are granted or agreed upon under the provisions of the Contract.

4.3 Contractor’s Representative

The following text is to be added after last line:

The Contractor’s authorised representative and his other professional engineers working at Site shall register themselves with the Pakistan Engineering Council.

The Contractor’s authorized representative at Site shall be authorized to exercise adequate administrative and financial powers on behalf of the Contractor so as to achieve completion of the Works as per the Contract.

The Contractor’s authorized representative shall be fluent in the English language. Alternately an interpreter with ability of English language shall be provided by the Contractor on full time basis.

4.6 Co-operation

Following is added after last line;

During the execution of the Works, the Contractor shall co-operate fully with other contractors working for the Employer at and in the vicinity of the Site and also shall provide adequate precautionary facilities not to make himself a nuisance to local residents and other contractors.

4.8 Safety Procedures

In order to provide for the safety, health and welfare of persons, and for prevention of damage of any kind, all operations for the purposes of or in connection with the Contract shall be carried out in compliance with the Safety Requirements of the Government of Pakistan with such modifications thereto as the Engineer may authorise or direct and the Contractor shall take or cause to be taken such further measures and comply with such further requirements as the Engineer may determine to be reasonably necessary for such purpose.

The Contractor shall make, maintain and submit reports to the Engineer concerning safety, health and welfare of persons and damage to property, as the Engineer may from time to time prescribe.

4.11 Sufficiency of the Accepted Contract Amount

The Contractor, Subcontractors and their employees shall be responsible for payment of all their income tax, super tax and other taxes on income arising out of the Contract and the rates and prices stated in the Contract shall be deemed to cover all such taxes.

4.13 Rights of Way and Facilities

Following is amended

Obtaining of any special and/or temporary rights-of-way which are necessary for the execution of works is the responsibility of the Contractor.

4.15 Access Route

The following paragraph is added at the end of this sub-clause;

Where required the Contractor shall construct and maintain throughout the currency of contract, temporary access road and any protection works for the safety of temporary works, permanent works and traffic, all at his cost, which may include temporary culverts or bridges where required.

4.17 Contractor's Equipment

The following paragraph is added:

The Contractor shall, upon request by the Engineer at any time in relation to any item of hired Contractor's Equipment, forthwith notify the Engineer in writing the name and address of the Owner of the equipment and shall certify that the agreement for the hire thereof contains a provision in accordance with the requirements set forth above.

The following Sub-Clause 4.23(a) and 4.25 are added:

4.23(a) Lighting Work at Night

In the event of work being carried out at night, the Contractor shall at his own cost, provide and maintain such good and sufficient light as will enable the work to proceed satisfactorily and without danger. The approaches to the Site and the Works where the night-work is being carried out shall be sufficiently lighted. All arrangement adopted for such lighting shall be to the satisfaction of the Engineer's Representative.

The following Sub-Clause 4.25 is added:

4.25 Notices to Contractor

The Contractor shall, immediately after receipt of Letter of Acceptance, intimate in writing to the Employer and the Engineer by registered post, the address of his

principal place of business or any change in such address during the period of the Contract.

6.1 Engagement of Staff and Labour

The Contractor is encouraged, to the extent practicable and reasonable, to employ staff and labour from sources within Pakistan.

6.3 Persons in the Service of Employer

Delete the text in its entirety and substitute with the following

The Contractor shall not recruit his staff and labour from amongst the persons in the services of the Employer or the Engineer; except with the prior written consent of the Employer or the Engineer, as the case may be.

6.7 Health and Safety

The following paragraph is added at the end of this sub-clause;

In the event of any outbreak of illness of an epidemic nature, the Contractor shall comply with and carry out such regulations, orders and requirements as may be made by the Government, or the local medical or sanitary authorities, for purpose of dealing with and overcoming the same.

6.8 Contractor's Superintendence

The following paragraph is added at the end of this sub-clause;

A reasonable proportion of the Contractor's superintending staff shall have a working knowledge of the English language. If the Contractor's superintending staff are not fluent in English language, the Contractor shall make competent interpreters available during all working hours in a number deemed sufficient by the Engineer.

6.9 Contractor's Personnel

The following paragraph is added at the end of this sub-clause;

Project Manager and other professional engineer employed by the Contractor should be registered engineer with Pakistan Engineering Council (PEC).

6.10 Records of Contractor's Personnel and Equipment

The following paragraph is added at the end of this sub-clause;

The Contractor shall, upon request by the Engineer at any time in relation to any item of hired Contractor's Equipment, forthwith notify the Engineer in writing the

name and address of the Owner of the equipment and shall certify that the agreement for the hire thereof contains a provision in accordance with the requirements set forth above.

The following Sub-Clauses 6.23 and 6.24 are added:

6.23 Records of Safety and Health

The Contractor shall maintain such records and make such reports concerning safety, health and welfare of persons and damage to property as the Engineer may from time to time prescribe.

6.24 Reporting of Accidents

The Contractor shall report to the Engineer details of any accident as soon as possible after its occurrence. In the case of any fatality or serious accident, the Contractor shall, in addition, notify the Engineer immediately by the quickest available means.

The following sub-clause 7.9 is added in:

7.9 Use of Pakistani Materials and Services

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

8.1 Commencement of Works

Delete the text and substitute with the following;

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

8.3 Programme

The programme shall be submitted within 14 days from the date of receipt of Letter of Acceptance. The programme shall be submitted in the either form of, as instructed by the Engineer:

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

The following Sub-Clauses 8.3(a) and 8.3(b) are added:

8.3(a) Cash Flow Estimate to be Submitted

The detailed Cash Flow Estimate shall be submitted within 21 days from the date of receipt of Letter of Acceptance.

8.3(b) Detailed Programme and Monthly Progress Report

- a) For purposes of Sub-Clause 14.1, the Contractor shall submit to the Engineer detailed programme for the following:
 - (1) Execution of Works;
 - (2) Labour Employment;
 - (3) Local Material Procurement;
 - (4) Material Imports, if any; and
 - (5) Other details as required by the Engineer.
- (b) During the period of the Contract, the Contractor shall submit to the Engineer not later than the 8th day of the following month, 10 copies each of Monthly Progress Reports covering:
 - (1) A Construction Schedule indicating the monthly progress in percentage;
 - (2) Description of all work carried out since the last report;
 - (3) Description of the work planned for the next 56 days sufficiently detailed to enable the Engineer to determine his programme of inspection and testing;
 - (4) Monthly summary of daily job record;
 - (5) Photographs to illustrate progress ;and
 - (6) Information about problems and difficulties encountered, if any, and proposals to overcome the same.
- (c) During the period of the Contract, the Contractor shall keep a daily record of the work progress, which shall be made available to the Engineer as and when requested. The daily record shall include particulars of weather conditions, number of men working, deliveries of materials, quantity, location and assignment of Contractor's equipment.

8.11 Prolonged Suspension

Replace 84 days by 120 days.

10.1 Taking Over of the Works and Sections

Taking over of sections shall only be applicable if separate Times for Completion of different section(s) is provided in the Appendix-A to Bid "Special Stipulations".

12.3 Evaluation

Sub para (a) is deleted in its entirety and substituted with following:

- (a) If, on the issue of the Taking Over Certificate for the whole of the Works, it is found that as a result of:

- (i) all varied work valued under Clause 12
- (ii) all adjustments upon measurement of the estimated quantities set out in Bill of Quantities, excluding provisional sums, dayworks and adjustments of price made under Sub Clause 13.8

but not from any other cause, there have been additions to or deductions from the Contract Price which taken together are in excess of 15 per cent of the "Effective Contract Price" (which for the purposes of this Sub-Clause shall mean the Contract Price, excluding provisional sums and allowance for dayworks, if any) then and in such event (subject to any action already taken under any other Sub-Clauses of this Clause), after due consultation by the Engineer with the Employer and the Contractor, there shall be added to or deducted from the Contract Price such further sum as may be agreed between the Contractor and the Employer or, failing agreement, determined by the Engineer having regard to the Contractor's Site and general overhead costs of the Contract. The Engineer shall notify the Contractor of any determination made under this Sub-Clause, with a copy to the Employer. Such sum shall be based only on the amount by which such additions or deduction shall be in excess of 15 per cent of the Effective Contract Price.

13.1 Right to vary

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

13.3 Variation procedure

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

13.5 Provisional Sums

For payments under Provisional Sums, an addition of 17% + Government of Sindh GST (if applicable) over produced vouchers, invoices, quotations and accounts is admissible for overhead charges, taxes, profit, etc. (this includes every seen and/or unseen charges).

13.7 Adjustment for changes in Legislation

No adjustment in contract price shall be made for the rise and fall in the cost of labour resulting from change in minimum wages.

13.8 Adjustment for changes in cost

The text of this sub-clause is deleted in its entirety and substituted with following:

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

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

Basic Prices in Appendix-C to tender, filled in by the Contractor at bidding stage shall be verified and if required shall be corrected / amended, at the time of its application, by the Engineer as per the prices prevailing seven (7) days before the latest date of tender submission from the indicated source. The current prices shall be those applicable twenty eight (28) days prior to the last date of the billing period. The source of base and current prices are shown at Appendix-C to Bid.

14.1 The Contract Price

Sub-para (d), following is added;

“Such breakdown shall be subject to the approval of the Engineer.”

Sub-para (e) is deleted in its entirety

14.2 Advance Payment

The Text is deleted and replaced with following:

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

Mobilization Advance/Advance Payment

(i) Mobilization advance up to 10 % of the Contract Price may be paid by the procuring agency on submission by the Contractor of a mobilization advance guarantee for the full amount of the advance in the specified form, from a Scheduled Bank in Pakistan, acceptable to the procuring agency;

(ii) This Advance shall be recovered in 5 equal installments and recovery should be completed two months prior to project completion date.

14.3 Application for Interim Payment Certificates

In the first line after the word “shall”, the following is added:

“on the basis of the joint measurement of work done under Clause 12.1,”

14.5 Plants and Materials intended for Works

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

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

- (i) The materials are in accordance with the specifications for the permanent works;
- (ii) Such materials have been delivered to the site and are properly stored and protected against loss or damage or deterioration to the satisfaction and verification of the Engineer/Assistant Engineer but at the risk and cost of the Contractor;

- (iii) The Contractor's records of the requirements, orders, receipts and use of materials are kept in a form approved by the Engineer, and such records shall be available for inspection by the Engineer;
- (iv) The Contractor shall submit with his monthly statement the estimated value of the materials on site together with such documents as may be required by the Engineer for the purpose of valuation of materials and providing evidence of ownership and payment therefore;
- (v) Ownership of such materials shall be deemed to vest in the procuring agency and these materials shall not be removed from the site or otherwise disposed of without written permission of the procuring agency;
- (vi) The sum payable for such materials on site shall not exceed 75 % of the (i) landed cost of imported materials, or (ii) ex-factory / ex-warehouse price of locally manufactured or produced materials, or (iii) market price of stands other materials;
- (vii) Secured Advance shall not be allowed unless and until the previous advance, if any for the same material, is fully recovered, as per sub-clause ix below;
- (viii) Detailed account of advances must be kept in part II of running account bill or a separate statement; and
- (ix) Secured Advance may be permitted only against materials/quantities anticipated to be consumed / utilized on the work within a period of 3 months from the date of issue of secured advance and in no case for full quantities of materials for the entire work/contract.

(II) Recovery of Secured Advance:

Secured Advance paid on non-perishable materials to the Contractor under the above provisions shall be effected from the monthly payments on actual consumption basis, but not later than period specified in the rules not more than three months (even if unutilized);

14.7 Payment

The text is deleted and substituted with the following:

The amount due to the Contractor under any Interim Payment Certificate issued by the Engineer pursuant to this Clause, or to any other terms of the Contract, shall, subject to Clause 8.7, be paid by the Employer to the Contractor within 30 days after such Interim Payment Certificate has been delivered to the Employer, or, in the case of the Final Certificate referred to in Sub Clause 14.13, within 60 days after such Final Payment Certificate has been delivered to the Employer.

14.8 Delayed Payment

Text is deleted and substituted with following:

In the event of the failure of the Employer to make payment within the times stated in sub-clause 14.7, the Employer shall pay to the Contractor compensation at rate of KIBOR, upon all sums unpaid from the date by which the same should have been paid. The provisions of this Sub-Clause are without prejudice to the Contractor's entitlement under Clause 16.

15.2 Termination by Employer

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

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

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

(a) recover from the Contractor an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by the Contractor or any of his Subcontractors, agents or servants;

(b) terminate the Contract; and

(c) recover from the Contractor any loss or damage to the Employer as a result of such termination or of any other corrupt business practices of the Contractor or any of his Subcontractors, agents or servants.

The termination under Sub-Para (b) of this Sub-Clause shall proceed in the manner prescribed under Sub-Clauses 15.2 to 15.4 and the payment under Sub-Clause 15.4 shall be made after having deducted the amounts due to the Employer under Sub-Para (a) and (c) of this Sub-Clause.

15.6 Corrupt and fraudulent Practices.

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

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

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

(a) recover from the Contractor an amount equivalent to ten times the sum of any Commission , gratification , bribe, finder's fee or kick back given by the

Contractor or any of his Sub Coordinators agents or savants.

- (b) terminate the Contract; and
- (c) recover from the Contractor any loss or damage to the procuring agency as a result of such termination or of any other corrupt business practices of the Contractor or any of his Subcontractors, agents or servants.

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

16.1 Contractor's Entitlement to Suspend Work

From second and third lines starting from "Sub-Clause 2.4 ----- or" is deleted.

16.2 Termination by Contractor

- (a) Deleted
- (h) From first and second lines starting from "the Bank suspends----- are being made" is deleted.

16.4 Payment on Termination

Sub Paragraph (c) is deleted.

17.1 Indemnities

Following is added after (b)

(c) The Contractor or his Subcontractors or assigns shall follow strictly, all relevant labour laws including the Workmen's Compensation Act and the Employer shall be fully indemnified for all claims, damages etc. arising out of any dispute between the Contractor, his Subcontractors or assigns and the labour employed by them.

17.3 Employer's/ Procuring Agency's Risks

Delete the text and substitute with the following:

The Employer's risks are:

- (a) insofar as they directly affect the execution of the Works in Pakistan:
 - (i) war and hostilities (whether war be declared or not), invasion, act of foreign enemies,
 - (ii) rebellion, revolution, insurrection, or military or usurped power, or civil war,
 - (iii) ionizing radiations, or contamination by radioactivity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof,

- (iv) pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds,
- (v) riot, commotion or disorder, unless solely restricted to the employees of the Contractor or of his Subcontractors and arising from the conduct of the Works;
- (b) loss or damage due to the use or occupation by the Employer of any Section or part of the Permanent Works, except as may be provided for in the Contract;
- (c) loss or damage to the extent that it is due to the design of the Works, other than any part of the design provided by the Contractor or for which the Contractor is responsible; and
- (d) any operation of the forces of nature (insofar as it occurs on the Site) which an experienced contractor:
 - (i) could not have reasonably foreseen, or
 - (ii) could reasonably have foreseen, but against which he could not reasonably have taken at least one of the following measures:
 - (a) prevent loss or damage to physical property from occurring by taking appropriate measures (Employer bears no responsibility for any damages or loss to physical property / permanent / temporary works in the event of rainfall / flooding in the rivers/nullahs), or
 - (b) insure against .

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

18.1 General Requirements for Insurance

The “Insuring Party” is the “Contractor”.

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

- (a) The Contractor shall provide evidence to the Employer prior to the start of work at the Site that the insurances required under the Contract have been effected.
- (b) The Contractor within 60 days of the Commencement Date, provide the insurance policies to the Employer.

Paragraph 10 is deleted and substituted as follows:

“If the Contractor fails to effect and keep in force any of the insurances required under the Contract, or fails to provide the policies to the Employer within the period required by Sub-Clause 18.1 hereof, then and in any such case the Employer may effect and keep in force any such insurances and pay any premium as may be necessary for that purpose and from time to time deduct the amount so paid from

any monies due or to become due to the Contractor, or recover the same as a debt due from the Contractor.”

19.6 Optional Termination, Payment and release by the Employer

Sub-clauses (c), (d) and (e) are deleted.

20.2 Appointment of Dispute Board

Following is added at the end of Sub Clause 20.2;

“The Dispute Board may be appointed by the parties during the course of the contract as and when dispute arises requiring the constitution of such a board.”

20.3 Failure to Agree on the Composition of the Dispute Board

In case of disagreement in term of Para a, b, c & d of this Sub Clause, then upon the request of either or both parties the Managing Director, Karachi Water and Sewerage Board, may appoint the third member of the board in consultation with contracting parties.

20.6 Arbitration

Text will be replaced as under;
Any dispute in respect of which:

(a) the decision, of the Dispute Board has not become final and binding pursuant to sub- clause 20.2, and

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

The place of arbitration shall be Karachi, in Sindh Province, Islamic Republic of Pakistan.