KARACHI WATER & SEWERAGE CORPORATION

OFFICE OF THE ACCOUNTS OFFICER (SEWERAGE)

MEMBER / SECRETARY TO PROCUREMENT COMMITTEE

(REPAIR & MAINTENANCE WORKS)

PROCUREMENT PLAN FOR THE FINANCIAL YEAR OF **2025-2026**

S#	DESCRIPTION OF PROCUREMENT	ESTIMATED COST	FUNDS ALLOCATED	SOURCE OF FUND	PROPOSED PROCUREMENT METHOD	TIMING OF PROCUREMENT (In Qtr.)				REMARKS
						1st	2nd	3rd	4th	
01	ANNUAL PROVIDING & LAYING OF WATER SUPPLY LINE I.C 10", 8", 6" & 4" DIA P.E PIPE INSTALLATION OF SLUICE VALVES & CONSTRUCTION OF CHAMBER DIFFERENT AREAS AND VARIOUS PLACES KALY KHAN, MAGSI MOHALLA, ANWAR GABOL, ANDAH CHOWK, ABDUL KARIM DUMBA GOTH, SHAIKH MOHALLAH OF GADAP TOWN (WATER) DISTRICT MALIR-B, KW&SC.	2,47,97,967	**24.8 Million** Under Budget Grant **8613-16**	**KW&SC**	**Open competitive Bidding / Single Stage One Envelope System**	–	✓	–	–	**NIT, enclosed herewith for hoisting on EPADS/SPPRA's website**
02	ANNUAL REPAIR, MAINTENANCE & REPLACEMENT, SLUICE VALVES I/C 6", 8" & 10" DIA CONSTRUCTION CHAMBER OF DIFFERENT UC'S OF DIFFERENT PLACES UNDER GADAP TOWN (WATER).	73,06,391	**7.5 Million** Under Budget Grant **8613-17**	**KW&SC**	**Open competitive Bidding / Single Stage One Envelope System**	–	✓	–	–	**NIT, enclosed herewith for hoisting on EPADS/SPPRA's website**
03	REPLACEMENT OF OLD / DAMAGED / CHOCKED 15" & 12" DIA RCC SEWER LINES OF CHOKANDI UC DAWOOD SHORO GOTH & DIFFERENT STREETS OF CHOKANDI AREA IBRAHIM HYDERI TOWN, DISTRICT MALIR, KW&SC.	29,28,478	**16.31 Million** Under Budget Grant **Q-023-18**	**KW&SC**	**Open competitive Bidding / Single Stage One Envelope System**	–	✓	–	–	**NIT, enclosed herewith for hoisting on EPADS/SPPRA's website**

S#	DESCRIPTION OF PROCUREMENT	ESTIMATED COST	FUNDS ALLOCATED	SOURCE OF FUND	PROPOSED PROCUREMENT METHOD	TIMING OF PROCUREMENT (In Qtr.)				REMARKS
						1st	2nd	3rd	4th	
04	REPLACEMENT OF OLD / DAMAGED / CHOCKED 15" & 12" DIA RCC SEWER LINES IN DIFFERENT STREETS OF QASIM TOWN, REHRI GOTH AND ADJOINING OF UC-REHRI IBRAHIM HYDERI TOWN, DISTRICT MALIR, KW&SC.	24,85,995	**16.31 Million Under Budget Grant Q-023-18**	**KW&SC**	**Open competitive Bidding / Single Stage One Envelope System**	–	✓	–	–	**NIT, enclosed herewith for hoisting on EPADS/SPPRA's website**
05	REPLACEMENT OF OLD / DAMAGED / CHOCKED 12" DIA RCC SEWER LINES OF CATTLE COLONY UC-03 NEAR IMAM BARGAH CATTLE COLONY & ROAD NO. 09, MAIN BAZAR OF CATTLE COLONY UC-03 AND CONSTRUCTION OF INTERMEDIATE MANHOLE AT DIFFERENT LOCATIONS & VARIOUS POINTS IN ENTIRE IBRAHIM HYDERI TOWN, DISTRICT MALIR, KW&SC.	28,31,711	**9 Million Under Budget Grant Q-023-17**	**KW&SC**	**Open competitive Bidding / Single Stage One Envelope System**	–	✓	–	–	**NIT, enclosed herewith for hoisting on EPADS/SPPRA's website**
06	REPLACEMENT OF BADLY DAMAGED / COLLAPSED 12" & 9" DIA RCC SEWER LINE IN DIFFERENT LOCATIONS AND VARIOUS POINTS IN UNION COUNCIL 01, 02, 03, 04, 05, 06, 07 & UC-08 IN ENTIRE MODEL COLONY TOWN FOR THE BETTERMENT AND SMOOTH RUNNING OF SEWERAGE IN MODEL COLONY TOWN SEWERAGE DISTRICT KORANGI KW&SC.	87,15,132	**25 Million Under Budget Grant 7633-18**	**KW&SC**	**Open competitive Bidding / Single Stage One Envelope System**	–	✓	–	–	**NIT, enclosed herewith for hoisting on EPADS/SPPRA's website**

S#	DESCRIPTION OF PROCUREMENT	ESTIMATED COST	FUNDS ALLOCATED	SOURCE OF FUND	PROPOSED PROCUREMENT METHOD	TIMING OF PROCUREMENT (In Qtr.)				REMARKS
						1st	2nd	3rd	4th	
07	REPLACEMENT OF BADLY DAMAGED / COLLAPSED 12" DIA RCC SEWER LINE AND CONSTRUCTION OF INTERMEDIATE MANHOLES AT BRANCH LINES IN DIFFERENT LOCATIONS AND VARIOUS POINTS IN UNION COUNCIL 01, 02, 03, 04, 05, 06, 07 & UC-08 IN ENTIRE MODEL COLONY TOWN FOR THE BETTERMENT AND SMOOTH RUNNING OF SEWERAGE SYSTEM IN MODEL COLONY TOWN, SEWERAGE, DISTRICT KORANGI, KW&SC.	1,11,47,999	**11.31 Million Under Budget Grant 7633-17**	**KW&SC**	**Open competitive Bidding / Single Stage One Envelope System**	–	✓	–	–	**NIT, enclosed herewith for hoisting on EPADS/SPPRA's website**
08	ANNUAL REPLACEMENT OF UNSERVICEABLE WATER LINES CAUSING CONTAMINATION AND BLOCKAGES IN DIFFERENT AREA'S OF LYARI TOWN (WATER), DISTRICT SOUTH-A, KW&SC.	83,12,891	**19.8 Million Under Budget Grant E-013-16**	**KW&SC**	**Open competitive Bidding / Single Stage One Envelope System**	–	✓	–	–	**NIT, enclosed herewith for hoisting on EPADS/SPPRA's website**
09	ANNUAL REPAIRING / REPLACEMENT OF 4", 6", 8" DIA SLUICE VALVES AND CONSTRUCTION OF CHAMBERS (4'X4'X4') IN DIFFERENT UC'S, LYARI TOWN (WATER), DISTRICT SOUTH-A, KW&SC.	11,02,744	**5 Million Under Budget Grant E-013-17**	**KW&SC**	**Open competitive Bidding / Single Stage One Envelope System**	–	✓	–	–	**NIT, enclosed herewith for hoisting on EPADS/SPPRA's website**
10	ANNUAL REPAIR, MAINTENANCE, REWINDING & OTHER ELECTRICAL & MECHANICAL WORKS OF MANZOOR COLONY, SHAHRAH-E-QUAIDEEN & ADMINISTRATION SOCIETY WATER PUMPING STATION UNDER CHANESAR TOWN (E&M-WATER), DISTRICT EAST-A, KW&SC	65,75,036	**15.2 Million Under Budget Grant G-033-21**	**KW&SC**	**Open competitive Bidding / Single Stage One Envelope System**	–	✓	–	–	**NIT, enclosed herewith for hoisting on EPADS/SPPRA's website**

S#	DESCRIPTION OF PROCUREMENT	ESTIMATED COST	FUNDS ALLOCATED	SOURCE OF FUND	PROPOSED PROCUREMENT METHOD	TIMING OF PROCUREMENT (In Qtr.)				REMARKS
						1st	2nd	3rd	4th	
11	REPAIR OVERHAULING OF GEAR BOX OF 24" DIA, 36" DIA AND 48" DIA VALVES INCLUDING ALL ALLIED WORKS FOR THE IMPROVEMENT OF WATER SUPPLY SYSTEM OF DUMLOTTEE, KW&SC.	1,79,93,667	**18 Million** Under Budget Grant **7373-29**	**KW&SC**	Open competitive Bidding / Single Stage One Envelope System	–	✓	–	–	NIT, enclosed herewith for hoisting on EPADS/SPPRA's website
12	EMERGENT RAISING OF BOUNDARY WALL K-III SIDE TO BACK SIDE OF K-II STORE, 3RD PHASE, 2ND PHASE & 1ST PHASE AT PUMPING COMPLEX DHABEJI, KW&SC.	1,49,70,522	**110 Million** Under Budget Grant **4023-85**	**KW&SC**	Open competitive Bidding / Single Stage One Envelope System	–	✓	–	–	NIT, enclosed herewith for hoisting on EPADS/SPPRA's website

Accounts Officer (SEW) / Secretary
Procurement Committee, K.W.&.S.C

KARACHI WATER AND SEWERAGE CORPORATION

PROCUREMENT OF WORKS
(For Contracts Costing up to Rs.2.5 Million)

(Tender Through SPPRA / PPMS)

-: Name of Work :-

"ANNUAL PROVIDING & LAYING OF WATER SUPPLY LINE I.C 10" 8", 6" & 4" DIA PE PIPE INSTALATION OF SLUICE VALVES & CONTRUCTION OF CHAMBER DIFFERENT AREAS AND VARIOUS PLACES KALY KHAN, MAGSI MOHALLA, ANWAR GABOL, ANDAH CHOWK, ABDUL KARIM DUMBA GOTH, SHAIKH MOHALLAH OF GADAP TOWN (WATER) DISTRICT MALIR-B, KW&SC."

-: Office Adress :-

GADAP TOWN (WATER)

Interconnection Pumping Station, Dumlottee
Road Near Memon Goth District Malir-B, Karachi.

Executive Engineer, Contact # 0336-3725727

BIDDING DATA

(a).	*Nature of Procuring Agency*	:	*KARACHI WATER & SEWERAGE CORPORATION.*
(b).	*Brief Description of Work*	:	*ANNUAL PROVIDING & LAYING OF WATER SUPPLY LINE I.C 10" 8", 6" & 4" DIA PE PIPE INSTALATION OF SLUICE VALVES & CONTRUCTION OF CHAMBER DIFFERENT AREAS AND VARIOUS PLACES KALY KHAN, MAGSI MOHALLA, ANWAR GABOL, ANDAH CHOWK, ABDUL KARIM DUMBA GOTH, SHAIKH MOHALLAH OF GADAP TOWN (WATER) DISTRICT MALIR-B, KW&SC.*
(c).	*Procuring Agency's Address*	:	Interconnection Pumping Station, Dumlottee Road Near Memon Goth District Malir-B, Karachi.
(d).	*Estimated Cost*	:	*2,47,97,967/=*
(e).	*Amount of Bid Security*	:	Rs. 5,00,000 of the estimated cost
(f).	*Period of Bid Validity (Days)*	:	*90 Days, (Not more than ninety days).*
(g).	*Security Deposit (Including bid security)*	:	05% *(10% Including* Rs. 5,00,000/= *of bid security not exceeding 10%.*
(h).	*Performance Security*	:	*05%*
(i)	*Percentage, if any, to be deducted from bills*		*(10% Security Deposit, 08% Income Tax, 1.5% Water Charges, 05% SST-(as per policy).*
(j).	*Deadline for submission of Bid on *EPADS* portal Along with time*	:	(29/12/2025 at 02:00 PM. *(palace of submission at the below address)*
(k).	*Venue, Time and date of Bid opening of Bid Opening:*	:	*Office of the Account Officer (Sewerage) / Secretary Maintenance Works KW&SC, Room No.12-A First Floor Block- "C" 9th Mile Karsaz Shahrah-e-Faisal Karachi, in the presence of Tender of their authorized representative on the dated & time.* (29/12/2025 at 02:30 PM.).
(l).	*Time of completion from written order to complete.*	:	*180 Days.*
(m).	*Liquidity Damages:*	:	*0.5% of Estimate cost or sanctioned cost per day of delay, but not exceeding 10%.*

(GULSHAN ALI)
EXECUTIVE ENGINEER
GADAP TOWN (WATER)
K.W.&.S.C.

KARACHI WATER & SEWERAGE CORPORATION
OFFICE OF THE EXECUTIVE ENGINEER
GADAP TOWN, (WATER)
DISTRICT MALIR - B.
Cell: 0336-3725727.

(BILL OF QUANTITIES)

Subj:- **ANNUAL PROVIDING & LAYING OF WATER SUPPLY LINE I.C 10" 8", 6" & 4" DIA PE PIPE INSTALATION OF SLUICE VALVES & CONTRUCTION OF CHAMBER DIFFERENT AREAS AND VARIOUS PLACES KALY KHAN, MAGSI MOHALLA, ANWAR GABOL, ANDAH CHOWK, ABDUL KARIM DUMBA GOTH, SHAIKH MOHALLAH OF GADAP TOWN (WATER) DISTRICT MALIR-B, KW&SC.**

Sr.	Description of Work	Quantity	Rates	In Words	Unit	Amount
1	2	3	4	5	6	7
1	Excavation for pipe line in trenches and pits in all kind of soil of murum i/c trimming and dressing side to true alignment & shape leveling of bed or trenches to correct level & grade cutting jointing holes and disposal surplus earth within one chain as directed by Engineering in charge. Providing fence guards lights flag, and temporary crossing for non-vehicular traffic wherever required lift upto 5 feet (1.52 m) and lead upto one chain (30.5m). (0'-5.')	71250 Cft.	23622.00	Twenty Three Thousand Six Hundred Twenty Two Only.	%0Cft.	1683067.50
2	Excavation for pipe line in trenches of pits in Hard Rock by hammering and chiseling i/c trimming and dressing side to true alignment & shape leveling of bed or trenches to current level & grade cutting jointing holes and disposal surplus earth within one chain as directed by Engineering in charge. Providing face guards lights flag, and temporary crossing for non-vehicle traffic wherever required lift upto 5 feet (1.52 m) and lead upto one chain (30.5m) 0'-5'.	22500 Cft.	122682.00	One Lac Twenty Two Thousand Six Hundred Eighty Two Only.	%0Cft	2760345.00
3	Providing laying and jointing PE pipe fixing testing in trenches i/c all respect the high density polyethylene PE pipe (HDPE-100) for w/s confirming ISO 4427 / DIN 8074-8075 BS 3580 & PSI 3051.PN-10.					
	PN-10 (M) 250 MM (10" DIA)	2000 Rft.	2921.22	Two Thousand Nine Hundred Twenty One & Twenty Two Paisa Only.	P/Rft	5842440.00
	PN-10 (M) 200 MM (8" DIA)	2500 Rft.	1888.05	One Thousand Eight Hundred Eighty Eight & Five Paisa Only.	P/Rft	4720125.00
	PN-10 (K) 160 MM (6" DIA)	3000 Rft.	1212.66	One Thousand Two Hundred Twelve & sixty Six Paisa Only.	P/Rft	3637980.00
	PN-10 (H) 110 MM (4" DIA)	2500 Rft.	601.00	Six Hundred One Only.	P/Rft	1502500.00
4	C.I sluice valve heavy pattern test pressure 2-10 kg / sq cm or 300 lbs/sq inch (imported).					
	Sluice Valve 10" Dia	5 Nos.	55000.00	Fifty Five Thousand Only.	Each	275000.00
	Sluice Valve 8" Dia	2 Nos.	21500.00	Twenty One Thousand Five Hundred Only.	Each	43000.00
	Sluice Valve 6" Dia	6 Nos.	17500.00	Seventeen Thousand Five Hundred Only.	Each	105000.00
	Sluice Valve 4" Dia	6 Nos.	9500.00	Nine Thousand Five Hundred Only.	Each	57000.00

Subj:- **ANNUAL PROVIDING & LAYING OF WATER SUPPLY LINE I.C 10" 8", 6" & 4" DIA PE PIPE INSTALATION OF SLUICE VALVES & CONTRUCTION OF CHAMBER DIFFERENT AREAS AND VARIOUS PLACES KALY KHAN, MAGSI MOHALLA, ANWAR GABOL, ANDAH CHOWK, ABDUL KARIM DUMBA GOTH, SHAIKH MOHALLAH OF GADAP TOWN (WATER) DISTRICT MALIR-B, KW&SC.**

Sr.	Description of Work	Quantity	Rates	In Words	Unit	Amount
1	2	3	4	5	6	7
5	Fixing of Sluice Valve with 2-cast iron tail pieces one end flanged and other with socket including the cost of nuts bolts and rubber packing labour etc complete.					
	Fixing Sluice Valve 10" Dia	5 Nos.	11384.00	Eleven Thousand Three Hundred Eighty Four Only.	Each	56920.00
	Fixing Sluice Valve 8" Dia	2 Nos.	9254.00	Nine Thousand Two Hundred Fifty Four Only.	Each	18508.00
	Fixing Sluice Valve 6" Dia	6 Nos.	6063.00	Six Thousand Sixty Three Only.	Each	36378.00
	Fixing Sluice Valve 4" Dia	7 Nos.	5023.00	Five Thousand Twenty Three Only.	Each	35161.00
6	Construction of CC block masonry chamber 4 -0" 4-0" X 4-0" inside dimension with 24" x 24" C.I cover & frame w = 65.0 kg in 6" Thick RCC slab 1:2:4 with steel 1/2" dia tor bars main at 6" C/C 1/4" bar @ 8" c/c distribution bar 6" thick CC Block Masonry walls set in 1:6 C.M 6" thick c.c. 1:4:8 in foundation 2" thick c.c flooring 1/2" thick cement plaster to all inside walls surface from top to button, outer side walls up to 1 0" deep 5 /8" bar footrest at every 2-0" deep from top i/c excavation, dewatering, curing & refilling the excavated stuff etc complete. (As Per R.A 4x4x4).	20 Nos.	76797.00	Seventy Six Thousand Seven Hundred Ninety Seven Only.	Each	1535940.00
7	Sand haro or any other source sand of the same modules of the finencess (Hill Sand).	11250 Cft.	4366.00	Four Thousand Three Hundred Sixty Six Only.	%Cft	491175.00
8	Full hire charges of the pumping set per day inclusive of wages of driver and Assistant fuel or electric energy plate forms required for placing pumps etc at lower depth with suction and delivery pipe for pumping out water found at various depth from trenches i/c the cost of errection and dismantling after completion of the job. Hire charges of pumping set upto 10 HP pumping out water from 10 ft deep trench.	118 Days.	7468.80	Seven Thousand Four Hundred Sixty Eight & Eighty Paisa Only.	P/Day	881318.40
9	Refilling the excavated stuff in trenches 6" thick layer i/c watering ramming to full compaction etc. complete.	79603.81 Cft.	14020.80	Fourteen Thousand Twenty & Eighty Paisa Only.	%0Cft	1116109.10
					Total	24797,967.00

(Gulshan Ali Sheikh)
Executive Engineer
Gadap Town (Water)
K.W.&.S.C

I/we hereby quoted _____% Above / Below / At Par the Composite Schedule

Rats (CSR) Rs._____ total Above / Below/ At Par Rs._____

In Words (Rupees _____

_____

Sign & Seal

INVITATION FOR BIDS

LETTER FOR INVITATION FOR BID

Date:- _____

Bid Reference No:- _____

1. The procuring Agency, Karachi Water & Sewerage Corporation, invites e-bids from interested firms or bidder and should have valid registration with Sindh Revenue Board (SRB), Federal Board of Revenue (FBR) on active Taxpayer List (TPL) as well as (PEC) Registration certificate along-with speciation in relevant filed, GST Registration Certificate (where applicable) in the appropriate specific work with the Procurement Agency for the work of "***ANNUAL PROVIDING & LAYING OF WATER SUPPLY LINE I.C 10" 8", 6" & 4" DIA PE PIPE INSTALATION OF SLUICE VALVES & CONTRUCTION OF CHAMBER DITTERENT AREAS AND VARIOUS PLACES KALY KHAN, MAGSI MOHALLA, ANWAR GABOL, ANDAH CHOWK, ABDUL KARIM DUMBA GOTH, SHAIKH MOHALLAH OF GADAP TOWN (WATER) DISTRICT MALIR-B, KW&SC***",

2. (enter the title, type, and financial volume of work), which be completed in 180 Day's, of completion (entire appropriate time period).

3. Biding documents shall be download from the website of "EPADS" (http://portalsindh.eprocurement.gov.pk) of SPPRA Sindh and its Tender(s) cost as mentioned in the "NIT" in the shape of Pay-order / Demand (non- refundable), shall be submit before the time of announcement of e-bid.

4. All bids must be accompanied by a Bid Security in the amount of required 2% of bid price in the shape of (pay order / Demand Draft / Bank Guarantee) and same must be submitted Physically in the office of the Accounts Officer (Sewerage) / Secretary Maintenance Works KW&SC, Room No.12- A first floor Block "C" 9th Mile Karsaz Shahrah-e-Faisal Karachi (indicate the address if it differs).

Note:- 1- Procuring Agency to enter the requisite information in blank spaces.

2- The Bid shell be opened within one / hour after the deadline submission of bids

(GULSHAN ALI)
EXECUTIVE ENGINEER (WATER)
K.W.&.S.C.

Instruction for preparing bids

In Terms of Rule-21(1) (c) of SPP Rules 2010 & Up to Date

1. The Participants must quote the rates both in words and figures.

2. Bid Security / Earnest Money Should be made from the A/C of the Company / Firms of the Participant.

3. Integrity Pact on the stamp Paper worth Rs:-100/Should be Enclosed with the Tender Bid.

4. Bid would not be Conditional and telegraphic.

5. Bid Should be accompanied by bid security of required amount.

6. Bid should be received within specified date and time.

7. The firm will not be black listed firms.

8. Uploaded documents should not be found forged at any stage.

9. Pay-order of the Bid security should be summited Physically in the Office of Accounts Officer (Sewerage) / Secretary Maintenance Works KW&SC, Room No 12-A first floor Block "C" 9th Mile Karsaz Shahrah-e-Faisal Karachi before opening of the Bid

10. Mandatory requirement of valid PEC Registration, FBR (Active Taxpayer List). and SRB (Sindh Revenue Board) in case of Supply items GST Registration.

11. Experience and Financial certificate as per "NIT.

12. Bid must be signed with stamp, address and contact number.

13. All applicable taxes including SST/SRB will be deducted from Grass amount of bill.

14. The bill should be routed through consultant.

(GULSHAN ALI)
EXECUTIVE ENGINEER (WATER)
K.W.&.S.C.

Evaluation Criteria Sheet
In Terms of Rule-21 (1) (h) Rule-21 (A) of SPP Rules 2010 &

(Amended 2023)

- The Bidder should have valid registration with Sindh Revenue Board (SRB), Federal Board of Revenue (FBR) on active Taxpayer List (TPL) as well as PEC Registration certificate along with speciation in relevant filed. GST Registration Certificate (where applicable) and copy must be available with Tender.
- Affidavit that, has never been black listed and copy of the same must be uploaded with tender.
- The Pay-order of required Bid Security/Earnest Money should be made from the A/c of the Company/ Firm of the participant as mentioned in "NIT" and must be available with the tender.
- At least one similar nature of work having minimum cost 80% of the estimated cost of the work or at least two similar nature works each having minimum 50% of the estimated cost.
- Average Annual Financial Turn-over not less than equivalent cost of the estimate during last Five (5) years.
- Provide details of required machineries specify its ownership or on rental arrangement. At least one registered as Engineer (P.E from PEC) having valid PEC registration/technical staff with firm, as specify in chapter No.05 of specification which is mandatory to comply.
- All required information shall be uploaded with the tender document on the website (http://portalsindh eprocurement.gov.pk) of "EPADS" SPPRA Sindh along with company profile with Bidding documents, to assess the eligibility of a contractor firm. If a firm fails to comply with any of the criteria above, shall be considered 'FAILED" and eliminated from detail evaluation process.

(GULSHAN ALI)
EXECUTIVE ENGINEER (WATER)
K.W.&.S.C.

Name of work:- *ANNUAL PROVIDING & LAYING OF WATER SUPPLY LINE I.C 10" 8", 6" & 4" DIA PE PIPE INSTALATION OF SLUICE VALVES & CONTRUCTION OF CHAMBER DIFFERENT AREAS AND VARIOUS PLACES KALY KHAN, MAGSI MOHALLA, ANWAR GABOL, ANDAH CHOWK, ABDUL KARIM DUMBA GOTH, SHAIKH MOHALLAH OF GADAP TOWN (WATER) DISTRICT MALIR-B, KW&SC",*

Integrity Pact

DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC. PAYABLE BY THE SUPPLIER OF GOODS, SERVICES & WORKS INCONTRACTS WO BILL RS.10.00 MILLION/ OR MORE.

Dated: _____.

Contract Number: _____.

Contract Value: **Rs._____/=**

Contract Title: _____,

_____.

(Name of Supplier / Contractor / Consultant) 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 Supplier / Contractor / Consultant)** represents and warrants that it has fully declared the brokerage, commission, fees etc., paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fees or kickback, whether described as consultation fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit, in whatsoever form, from Procuring Agency (PA) except that which has been expressly declared pursuant hereto.

(Name of Supplier / Contractor / Consultant) certifies that it has made and will make full disclosure of all agreement s and arrangements with all person in respect of or related to the transaction with PA and has not taken and action or will not take any action to circumvent the above declaration, representation or warranty.

(Name of Supplier / Contractor / Consultant) accepts full responsibility and strict liability for making any false decoration, 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 or procured as aforesaid shall, without prejudice to any other right and remedies available to PA under any law, contract or other instrument, be voidable at the option of PA.

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

Name of procuring Agency: _____ **Name of Contractor;** _____

GUL SHAN ALI
Executive Engineer
Gadap Town (WIS, E&M)
K.W.&.S.C

Signature: _____ **Signature:** _____

INSTRUCTIONS TO PROCURING AGENCIES

INSTRUCTIONS TO PROCURING AGENCIES
(Not to be included in Bidding Documents)

A. Basis of Documents

These Documents have been prepared as a global document intended to be used by different agencies/users according to their requirements. This document is envisaged for National Competitive Bidding (NCB), meant for use for Works costing not more than Rs. 25 Million. These documents may be tailored according to the scope of works as well as in case of contracts on International Competitive Bidding (ICB) basis, funded by international financial institutions/donors, with payments in foreign currencies. Procuring agencies are then to tailor the relevant clauses to suit their requirements including appropriate modifications in the relevant sections of the documents in the light of SPPRA Bidding Documents for Large Works.

The Procuring Agency is expected to manage the Contract itself. The role of Engineer may be added by the Procuring Agency, if the Procuring Agency wishes to engage a consultant. The role of the Engineer with specific delegated powers under various clauses of Instructions to Bidders such as clarifications of Bid Documents, Amendment of Bid Documents, evaluation of Bids etc. and to administer the Contract under various clauses of Conditions of Contract should have been specified. The Procuring Agency will be required to set out in the specifications and drawings the full scope of work including the extent of design to be done by the Contractor, if any.

B. Contents of Documents

As stated in Clause IB.4 of Instructions to Bidders, the complete Bidding Documents in addition to Invitation for Bids shall comprise items listed therein including any addendum to Bidding Documents issued in accordance with IB.6. The Standard Form of Bidding Documents (for Small Contracts) includes the following:

1. Instructions to Bidders & Bidding Data
2. Form of Bid & Schedules to Bid
3. Conditions of Contract & Contract Data
4. Standard Forms
5. Specifications
6. Drawings, if any

In addition, Instructions to procuring agencies are also provided at various locations of this document within parenthesis or as a Note(s). Procuring agencies are expected to edit or finalise this document accordingly, by filling in all the relevant blank spaces and forms as per the scope of the work, deleting all notes and instructions intended to help the bidders.

The procuring agency is required to prepare the following for completion of the Bidding Documents:

SULEMAN ALI
Executive Engineer
Cadap Town (W/S, E&M)
KW&SC

(i) Invitation for Bids

(ii) Bidding Data
(iii) Schedules to Bid (Samples)
(iv) Schedule of Prices (Format)
(v) Contract Data
(vi) Specifications
(vii) Drawings, if any

The Procuring agency's attention is drawn to the following while finalizing the Bidding Documents.

C. Notice Inviting Tender/ Invitation for Bids/ Request for Expression of Interest

The "Notice Inviting Tender" is meant for publication of tenders for calling bids in the newspapers and SPPRA Website.

The blank spaces wherever shown are required to be filled by the Procuring Agency before issuance of Bidding Documents.

The Procuring Agency may modify para 1 of Notice Inviting Tender as per its requirements. The notice should be published so as to give the interested bidders sufficient working period for preparation and submission of bids – not less than 15 days for National Competitive Bidding and 45 days for International Competitive Bidding (SPP Rule 18).

1. The eligible bidders are defined in IB.2; the text can be amended by the Procuring Agency as deemed appropriate.

2. The non-refundable fee for the sale of Bidding Documents should be nominal so as to cover printing/reproduction and mailing costs and to ensure that only bona-fide bidders shall apply (SPP Rule 20).

3. The amount of Bid Security should be a lump sum figure or a percentage, but not less than 1% and more than 5% of bid price and should be in accordance with IB.13.1 (SPP Rule 37).

4. If the venue of receipt of bids and the opening of bids is the same, the times for receipt and opening of bids are to be entered in last Para of the Notice Inviting Tender, otherwise indicate the name, address and exact location for the opening of bids. However the date for the receipt and the opening of bids shall be same (SPP Rule 41).

D. Instructions to Bidders

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

The Instructions to Bidders can be used as given. Procuring agency may have to make changes under Bidding Data.

The Procuring Agency's or Engineer's Representative, if any, shall exercise powers of the Engineer/Procuring Agency under and in connection with Clauses IB.5, IB.6, IB.16, etc. In

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case an Engineer has been appointed by the Procuring Agency, the aforesaid clauses may be modified accordingly to specify the role of the Engineer by the Procuring Agency, otherwise the Engineer's reference wherever exist, except Sub-Clause 1.1.20 & Clause 15 of Conditions of Contract and Item 1.1.20 of Contract Data, shall be deleted.

E. Bidding Data

The blank spaces wherever shown in Bidding Data are required to be filled by the Engineer/Procuring Agency before issuance of Bidding Documents.

1. Contents of IB.10.3 may be retained or modified by the Procuring Agency.
2. Procuring Agency should insert required experience in IB.11.2.
3. Referring to IB.14.1, the period of bid validity may range from 30 to 90 days depending upon the size and nature of the works. Number of days shall be filled in as per Procuring Agency's requirements.
4. Contents of IB.16.3 to IB.16.8 may be retained or modified by the Procuring Agency in accordance with its requirements.

F. Schedules to Bid

Specimen of Schedules to Bid including format of Schedule of Prices are provided in this document. The Procuring Agency may add/delete/modify as per its requirement.

The blank spaces wherever shown are required to be filled by the Engineer/Procuring Agency before issuance of Bidding Documents except those required to be provided by the Contractor.

G. Conditions of Contract

The procuring agency while preparing Contract Data, shall ensure that no Clause of Conditions of Contract is deleted and that the changes included in Contract Data shall be such as not to change the spirit of the document. Any adjustment or change in clauses of Conditions of Contract to meet specific project features shall be made with care and incorporated in Contract Data.

H. Contract Data

The blank spaces wherever shown are required to be filled by the Engineer/Procuring Agency before issuance of Bidding Documents.

1. Referring to Sub-Clause 1.1.1 of Conditions of Contract, the Engineer/Procuring Agency may add, in order of priority, such other documents as to form part of the Contract, in Sub-Clause 1.3 of the Contract Data.

2. The Procuring Agency's Representative, if any, shall exercise powers of the Procuring Agency under/and in connection with Sub-Clauses 1.3, 2.3, 4.2, 4.3, 5.1, 7.3, 8.2, 9.1, 9.2, 10.1, 10.2, 10.5, 11.1, 11.5, 12.1, 13.2 and 14.1 of the Conditions of Contract. In case an Engineer has been appointed by the Procuring Agency, the aforesaid clauses may be modified accordingly by the Procuring Agency.

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3. The sum insured for different insurances including minimum amount of third party insurance should be assessed by the Engineer/Procuring Agency and entered in Contract Data. Such insurance cover shall be carried out with Insurance Company having at least AA rating from PACRA / JCR in the favour of the procuring agency.

4. The time for completion of the whole of the works should be assessed by the Engineer/Procuring Agency and entered in the Contract Data.

5. The Conditions of Contract contain no overall limit on the Contractor's liability. The amount of **liquidated damages** per day of delay shall be entered by the Engineer/Procuring Agency in Contract Data. Usually the liquidated damages are set between **0.05 percent and 0.10 percent per day and the maximum limit as 10 percent of contract price stated in the Letter of Acceptance.**

6. Any amendment and/or additions to the Conditions of the Contract that are specific to a given Bid/Contract should be included by the Procuring agency. This may include but not be limited to the provisions regarding the following:

   a) Terms of Payment should be prepared and incorporated in Contract Data by the Engineer/Procuring Agency.

   b) The Engineer/Procuring Agency to make sure that all taxes and duties are included by the Bidders/Contractors in their prices.

I. Specifications

To be prepared and incorporated by the Engineer/Procuring Agency

J. Drawings

To be prepared and incorporated by the Engineer/Procuring Agency, if required.

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K.W.&S.C

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INVITATION FOR BIDS

INVITATION FOR BIDS

Date: _____
Bid Reference No.: _____

1. The Procuring Agency, _____ [*enter name of the procuring agency*], invites sealed bids from interested firms or persons licensed by the Pakistan Engineering Council in the *appropriate* category(*not required for works costing Rs 2.5 million or less) and/or duly* pre-qualified(*if pre-qualification is done for specific scheme/project)* with the Procuring Agency for the Works, _____[*enter title, type and financial volume of work*], which will be completed in _____ [*enter appropriate time period*] days.

2. A complete set of Bidding Documents may be purchased by an interested eligible bidder on submission of a written application to the office given below and upon payment of a non-refundable fee of Rupees _____(*Insert Amount).* Bidders may acquire the Bidding Documents from the Office of the Procuring Agency, at_____ (Mailing Address).

3. All bids must be accompanied by a Bid Security in the amount of Rs. _____ (Rupees _____) or_____percentage of bid price in the form of (*pay order / demand draft / bank guarantee*) and must be delivered to_____(*Indicate Address and Exact Location*) at or before _____ hours, on _____ (Date). Bids will be opened at _____ hours on the same day in the presence of bidders' representatives who choose to attend, at the same address [*indicate the address if it differs*].

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[Note: 1. *Procuring Agency to enter the requisite information in blank spaces.*
2. *The bid shall be opened within one hour after the deadline for submission of bids.]*

INSTRUCTIONS
TO BIDDERS
&
BIDDING DATA

Notes on the Instructions to Bidders

This section of the bidding documents should provide the information necessary for bidders to prepare responsive bids, in accordance with the requirements of the Procuring Agency. It should also give information on bid submission, opening and evaluation, and on the award of contract.

Matters governing the performance of the Contract or payments under the Contract, or matters affecting the risks, rights, and obligations of the parties under the Contract are not normally included in this Section, but rather in the appropriate sections of the *Conditions of Contract* and/or *Contract Data.*

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K.W.&S.C

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INSTRUCTIONS TO BIDDERS

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

A. GENERAL

IB.1 Scope of Bid & Source of Funds

1.1 Scope of Bid

The Procuring Agency as defined in the Bidding Data (hereinafter called "the Procuring Agency") wishes to receive Bids for the Works summarized in the Bidding Data (hereinafter referred to as "the Works").

Bidders must quote for the complete scope of work. Any Bid covering partial scope of work will be rejected as non-responsive.

1.2 Source of Funds

The Procuring Agency has arranged funds from its own sources or *Federal/ Provincial /Donor agency or any other source,* which may be indicated accordingly in bidding data towards the cost of the project/scheme.

IB.2 Eligible Bidders

2.1 Bidding is open to all firms and persons meeting the following requirements:

a) duly licensed by the Pakistan Engineering Council (PEC) in the appropriate category for value of works.

Provided that the works costing Rs. 2.5 million or less shall not require any registration with PEC .

b) duly pre-qualified with the Procuring Agency. (*Where required*).

In the event that prequalification of potential bidders has been undertaken, only bids from prequalified bidders will be considered for award of Contract.

c) if prequalification has not undertaken , the procuring agency may ask information and documents not limited to following:-
   (i) company profile;
   (ii) works of similar nature and size for each performed in last *3/5* years;
   (iii) construction equipments;
   (iv) qualification and experience of technical personnel and key site management;

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(v) financial statement of last 3 years;
(vi) information regarding litigations and abandoned works if any.

IB.3 Cost of Bidding

3.1 The bidder shall bear all costs associated with the preparation and submission of its bid 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 (SPP Rules 24 & 25).

B. BIDDING DOCUMENTS

IB.4 Contents of Bidding Documents

4.1 In addition to Invitation for Bids, the Bidding Documents are those stated below, and should be read in conjunction with any Addendum issued in accordance with Sub-Clause IB.6.1.

1. Instructions to Bidders & Bidding Data
2. Form of Bid, Qualification Information & Schedules to Bid
   Schedules to Bid comprise the following:
   (i) Schedule A: Schedule of Prices/ Bill of Quantities (BoQ).
   (ii) Schedule B: Specific Works Data
   (iii) Schedule C: Works to be Performed by Subcontractors
   (iv) Schedule D: Proposed Programme of Works
   (v) Schedule E: Method of Performing Works
   (vi) Schedule F: Integrity Pact (works costing Rs 10 million and above)
3. Conditions of Contract & Contract Data
4. Standard Forms:
   (i) Form of Bid Security,
   (ii) Form of Performance Security;
   (iii)Form of Contract Agreement;
   (iv) Form of Bank Guarantee for Advance Payment.
5. Specifications
6. Drawings, if any

IB.5 Clarification of Bidding Documents

5.1 A prospective bidder requiring any clarification(s) in respect of the Bidding Documents may notify the Engineer/Procuring Agency at the Engineer's/ Procuring Agency's address indicated in the Bidding Data.

5.2 An interested bidder, who has obtained bidding documents, may request for clarification

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of contents of bidding documents in writing and procuring agency shall respond to such quarries in writing within three calendar days, provided they are received at least five calendar days prior to the date of opening of bid (SPP Rule 23-1).

;

IB.6 Amendment of Bidding Documents (SPP Rules 22(2) & 22).

6.1 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.

6.2 Any addendum thus issued shall be part of the Bidding Documents pursuant to Sub-Clause 6.1 hereof, and shall be communicated in writing to all purchasers of the Bidding Documents. Prospective bidders shall acknowledge receipt of each addendum in writing to the Procuring Agency.

6.3 To afford interested bidders reasonable time in which to take an addendum into account in preparing their Bids, the Procuring Agency may at its discretion extend the deadline for submission of Bids.

C. PREPARATION OF BIDS

IB.7 Language of Bid

7.1 All documents relating to the Bid shall be in the language specified in the Contract Data.

IB.8 Documents Comprising the Bid

8.1 The Bid submitted by the bidder shall comprise the following:

(a) Offer /Covering Letter
(b) Form of Bid duly filled, signed and sealed, in accordance with IB.14.3.
(c) Schedules (A to F) to Bid duly filled and initialed, in accordance with the instructions contained therein & in accordance with IB.14.3.
(d) Bid Security furnished in accordance with IB.13.
(e) Power of Attorney in accordance with IB 14.5.
(f) Documentary evidence in accordance with IB.2(c) & IB.11
(g) Documentary evidence in accordance with IB.12.

IB.9 Sufficiency of Bid

9.1 Each bidder shall satisfy himself before Bidding as to the correctness and sufficiency of his Bid and of the premium on the rates of CSR / rates and prices quoted/entered in the Schedule of Prices, 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.

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9.2 The bidder is advised to obtain for himself at his own cost and responsibility all information that may be necessary for preparing the bid and entering into a Contract for execution of the Works.

IB.10 Bid Prices, Currency of Bid and Payment

10.1 The bidder shall fill up the Schedule of Prices (Schedule A to Bid) indicating the percentage above or below the Composite Schedule of Rates/unit rates and prices of the Works to be performed under the Contract. Prices in the Schedule of Prices/Bill of Quantities shall be quoted entirely in Pak Rupees keeping in view the instructions contained in the Preamble to Schedule of Prices.

10.2 Unless otherwise stipulated in the Conditions of Contract, prices quoted by the bidder shall remain fixed during the bidder's performance of the Contract and not subject to variation on any account.

10.3 The unit rates and prices in the Schedule of Prices or percentage above or below on the composite schedule of rates shall be quoted by the bidder in the currency as stipulated in Bidding Data.

10.4 Items for which no rate or price is entered by the Bidder will not be paid for by the Procuring Agency when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities.

IB.11 Documents Establishing Bidder's Eligibility and Qualifications

11.1 Pursuant to Clause IB.8, the bidder shall furnish, as part of its bid, documents establishing the bidder's eligibility to bid and its qualifications to perform the Contract if its bid is accepted.

11.2 Bidder must possess and provide evidence of its capability and the experience as stipulated in Bidding Data and the Qualification Criteria mentioned in the Bidding Documents.

IB.12 Documents Establishing Works' Conformity to Bidding Documents

12.1 The documentary evidence of the Works' conformity to the Bidding Documents may be in the form of literature, drawings and data and the bidder shall furnish documentation as set out in Bidding Data.

12.2 The bidder shall note that standards for workmanship, material and equipment, and references to brand names or catalogue numbers, if any, designated by the Procuring Agency in the Technical Provisions are intended to be descriptive only and not restrictive.

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IB.13 Bid Security

13.1 Each bidder shall furnish, as part of his bid, at the option of the bidder, a Bid Security as percentage of bid price/estimated cost or in the amount stipulated in Bidding Data in Pak. Rupees in the form of *Deposit at Call/ Payee's Order or a Bank Guarantee* issued by a Scheduled Bank in Pakistan in favour of the Procuring Agency valid for a period up to twenty eight (28) days beyond the bid validity date (*Bid security should not be below 1%.and not exceeding 5% of bid price/estimated cost SPP Rule 37*).

13.2 Any bid not accompanied by an acceptable Bid Security shall be rejected by the Procuring Agency as non-responsive.

13.3 The bid securities of unsuccessful bidders will be returned upon award of contract to the successful bidder or on the expiry of validity of Bid Security whichever is earlier.

13.4 The Bid Security of the successful bidder will be returned when the bidder has furnished the required Performance Security, and signed the Contract Agreement (SPP Rule 37).

13.5 The Bid Security may be forfeited:

(a) if a bidder withdraws his bid during the period of bid validity; or
(b) if a bidder does not accept the correction of his Bid Price, pursuant to Sub-Clause 16.4 (b) hereof; or
(c) in the case of a successful bidder, if he fails within the specified time limit to:

(i) furnish the required Performance Security or
(ii) sign the Contract Agreement.

IB.14 Validity of Bids, Format, Signing and Submission of Bid

14.1 Bids shall remain valid for the period stipulated in the Bidding Data after the date of bid opening.

14.2 In exceptional circumstances, Procuring Agency may request the bidders to extend the period of validity for a additional period but not exceeding 1/3 of the original period. The request and the bidders' responses shall be made in writing or by cable. A Bidder may refuse the request without forfeiting the Bid Security. A Bidder agreeing to the request will not be required or permitted to otherwise modify the Bid, but will be required to extend the validity of Bid Security for the period of the extension, and in compliance with IB.13 in all respects (SPP Rule 38).

14.3 All Schedules to Bid are to be properly completed and signed.

14.4 No alteration is to be made in the Form of Bid except in filling up the blanks as directed. If any alteration be made or if these instructions be not fully complied with, the bid may be rejected.

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14.5 Each bidder shall prepare Original and number of copies specified in the Bidding Data of the documents comprising the bid as described in IB.8 and clearly mark them "ORIGINAL" and "COPY" as appropriate. In the event of discrepancy between them, the original shall prevail.

14.6 The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign (in the case of copies, Photostats are also acceptable). This shall be indicated by submitting a written Power of Attorney authorising the signatory of the bidder to act for and on behalf of the bidder. All pages of the bid shall be initialed and official seal be affixed by the person or persons signing the bid.

14.7 The Bid shall be delivered in person or sent by registered mail at the address to Procuring Agency as given in Bidding Data.

D. SUBMISSION OF BID

IB.15 Deadline for Submission, Modification & Withdrawal of Bids

15.1 Bids must be received by the Procuring Agency at the address/provided in Bidding Data not later than the time and date stipulated therein.

15.2 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 and Contract Data; and
(c) provide a warning not to open before the specified time and date for Bid opening as defined in the Bidding Data.
(d) in addition to the identification required in 15.2, the inner envelopes shall indicate the name and address of the Bidder to enable the Bid to be returned unopened in case it is declared late.
(e) 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.

15.3 Bids submitted through telegraph, telex, fax or e-mail shall not be considered.

15.4 Any bid received by the Procuring Agency after the deadline for submission prescribed in Bidding Data will be returned unopened to such bidder.

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

15.6 Withdrawal of a bid during the interval between the deadline for submission of bids and the expiration of the period of bid validity specified in the Form of Bid may result in forfeiture of the Bid Security pursuant to IB.13.5 (a).

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E. BID OPENING AND EVALUATION

IB.16 Bid Opening, Clarification and Evaluation (SPP Rules 41, 42 & 43)

16.1 The Procuring Agency will open the bids, in the presence of bidders' representatives who choose to attend, at the time, date and in the place specified in the Bidding Data.

16.2 The bidder's name, Bid Prices, any discount, the presence or absence of Bid Security, and such other details as the Procuring Agency at its discretion may consider appropriate, will be announced by the Procuring Agency at the bid opening. The Procuring Agency will record the minutes of the bid opening. Representatives of the bidders who choose to attend shall sign the attendance sheet.

Any Bid Price or discount which is not read out and recorded at bid opening will not be taken into account in the evaluation of bid.

16.3 To assist in the examination, evaluation and comparison of Bids the Engineer/Procuring Agency may, at its discretion, ask the bidder for a clarification of its Bid. The request for clarification and the response shall be in writing and no change in the price or substance of the Bid shall be sought, offered or permitted (SPP Rule 43).

16.4 (a) Prior to the detailed evaluation, pursuant to IB.16.7 to 16.9, the Engineer/Procuring Agency will determine the substantial responsiveness of each bid to the Bidding Documents. For purpose of these instructions, a substantially responsive bid is one which conforms to all the terms and conditions of the Bidding Documents without material deviations. It will include determining the requirements listed in Bidding Data.

(b) Arithmetical errors will be rectified on the following basis:

If there is a discrepancy between the unit price and total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between the words and figures the amount in words shall prevail. If there is a discrepancy between the Total Bid price entered in Form of Bid and the total shown in Schedule of Prices-Summary, the amount stated in the Form of Bid will be corrected by the Procuring Agency in accordance with the Corrected Schedule of Prices.

If the bidder does not accept the corrected amount of Bid, his Bid will be rejected and his Bid Security forfeited.

16.5 A Bid determined as substantially non-responsive will be rejected and will not subsequently be made responsive by the bidder by correction of the non-conformity.

16.6 Any minor informality or non-conformity or irregularity in a Bid which does not constitute a material deviation **(major deviation)** may be waived by Procuring Agency,

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provided such waiver does not prejudice or affect the relative ranking of any other bidders.

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

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

(B) Minor Deviations

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.

16.7 The Engineer/Procuring Agency will evaluate and compare only the bids previously determined to be substantially responsive pursuant to IB.16.4 to 16.6 as per requirements given hereunder. Bids will be evaluated for complete scope of works. The prices will be compared on the basis of the Evaluated Bid Price pursuant to IB.16.8 herein below.

Technical Evaluation: It will be examined in detail whether the works offered by the bidder complies with the Technical Provisions of the Bidding Documents. For this purpose, the bidder's data submitted with the bid in Schedule B to Bid will be compared with technical features/criteria of the works detailed in the Technical Provisions. Other technical information submitted with the bid regarding the Scope of Work will also be reviewed.

16.8 Evaluated Bid Price

In evaluating the bids, the Engineer/Procuring Agency will determine for each bid in addition to the Bid Price, the following factors (adjustments) in the manner and to the extent indicated below to determine the Evaluated Bid Price:

(i) making any correction for arithmetic errors pursuant to IB.16.4 hereof.

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(ii) discount, if any, offered by the bidders as also read out and recorded at the time of bid opening.

(iii) excluding **provisional sums** and the provisions for **contingencies** in the Bill of Quantities **if any**, but including **Day work,** where priced competitively.

IB.17 Process to be Confidential

17.1 Subject to IB.16.3 heretofore, no bidder shall contact Engineer/Procuring Agency on any matter relating to its Bid from the time of the Bid opening to the time the bid evaluation result is announced by the Procuring Agency. The evaluation result shall be announced at least seven (07) days prior to award of Contract (SPP Rule 45). 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.

17.2 Any effort by a bidder to influence Engineer/Procuring Agency in the Bid evaluation, Bid comparison or Contract Award decisions may result in the rejection of his Bid. Whereas any bidder feeling aggrieved, may lodge a written complaint to Complaint Redressal Committee as per terms and conditions mentioned in SPP Rules 31 & 32. However, mere fact of lodging a complaint shall not warrant suspension of procurement process.

17.3 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 threatening to impair or harm, directly or indirectly, any party or the property of the party to influence the actions of a party to achieve a wrongful gain or to cause a wrongful loss to another party;

(ii) "**Collusive Practice**" means any arrangement between two or more parties to the procurement process or contract execution, designed to achieve with or without the knowledge of the procuring agency to establish prices at artificial, noncompetitive levels for any wrongful gain;

(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.

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F. AWARD OF CONTRACT

IB.18. Post Qualification

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

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

18.2 The determination will take into account the bidder's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the bidders' qualifications submitted under B.11, as well as such other information required in the Bidding Documents.

IB.19 Award Criteria & Procuring Agency's Right

19.1 Subject to IB.19.2, the Procuring Agency will award the Contract to the bidder whose bid has been determined to be substantially responsive to the Bidding Documents and who has offered the lowest evaluated Bid Price, provided that such bidder has been determined to be qualified to satisfactory perform the Contract in accordance with the provisions of the IB.18.

19.2 Not withstanding IB.19.1, the Procuring Agency reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of Contract, without thereby incurring any liability to the affected bidders or any obligation to inform the affected bidders of the grounds for the Procuring Agency's action except that the grounds for its rejection of all bids shall upon request be communicated, to any bidder who submitted a bid, without justification of the grounds. Notice of the rejection of all the bids shall be given promptly to all the bidders (SPP Rule 25).

IB.20 Notification of Award & Signing of Contract Agreement

20.1 Prior to expiration of the period of bid validity prescribed by the Procuring Agency, the Procuring Agency will notify the successful bidder in writing ("Letter of Acceptance") that his bid has been accepted (SPP Rule 49).

20.2 Within seven (07) days from the date of furnishing of acceptable Performance Security under the Conditions of Contract, the Procuring Agency will send the successful bidder the Form of Contract Agreement provided in the Bidding Documents, incorporating all agreements between the parties.

20.3 The formal Agreement between the Procuring Agency and the successful bidder duly stamped at rate of ----% of bid price(updated from time to time) stated in Letter of Acceptance shall be executed within seven (07) days of the receipt of Form of Contract Agreement by the successful bidder from the Procuring Agency.

GULZAR ALI
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Gadap Town (WS) Zone

IB.21 Performance Security

21.1 The successful bidder shall furnish to the Procuring Agency a Performance Security in the form and the amount stipulated in the Conditions of Contract within a period of fourteen (14) days after the receipt of Letter of Acceptance (SPP 39).

21.2 Failure of the successful bidder to comply with the requirements of Sub-Clauses IB.20.2 & 20.3 or 21.1 or Clause IB.22 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security.

21.3 Publication of Award of Contract: within seven days of the award of contract, the procuring shall publish on the website of the authority and on its own website, if such a website exists, the results of the bidding process, identifying the bid through procurement identifying Number if any and the following information:

(1) Evaluation Report;

(2) Form of Contract and letter of Award;

(3) Bill of Quantities or Schedule of Requirements. (SPP Rule 50)

IB.22 Integrity Pact The Bidder shall sign and stamp the Form of Integrity Pact provided at Schedule-F to Bid in the Bidding Document for all Sindh Government procurement contracts exceeding Rupees ten (10) million. Failure to provide such Integrity Pact shall make the bid non-responsive (SPP Rule 89).

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KWS&SC

BIDDING DATA

(This section should be filled in by the Engineer/Procuring Agency before issuance of the Bidding Documents. 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.)

Instructions to Bidders
Clause Reference

1.1 **Name of Procuring Agency**

_____

_____

(Insert name of the Procuring Agency)

Brief Description of Works

_____

_____

5.1 (a) Procuring Agency's address:

_____

_____

(Insert address of the Procuring Agency with telex/fax)

(b) Engineer's address:

_____

_____

(Insert name and address of the Engineer, if any, with telex/fax.)

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

11.2 The bidder has the financial, technical and constructional capability necessary to perform the Contract as follows: *(Insert required capabilities and documents)*
i. Financial capacity: (*must have turnover of Rs-----Million);*
ii. Technical capacity: *(mention the appropriate category of registration with PEC and qualification and experience of the staff);*
iii. Construction Capacity: (*mention the names and number of equipments required for the work).*

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Gadap Town (W/S, E&M)
K.W.&.S.C

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

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

13.1 **Amount of Bid Security**

_____

_____

(Fill in lump sum amount or in % age of bid amount /estimated cost, but not below 1% and not exceeding 5%)

14.1 **Period of Bid Validity**

_____

_____

(Fill in "number of days" not exceeding 90)

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

One original plus _____ copies.

14.6 **(a) Procuring Agency's Address for the Purpose of Bid Submission**

_____

_____

(insert postal address or location of bid box for delivery by hand)

15.1 **Deadline for Submission of Bids**

Time: _____ AM/PM on _____.

GULSHAN ALI
Executive Engineer
Cantt Town (W/S, E&M)
K.W.&.S.C

16.1 **Venue, Time, and Date of Bid Opening**

Venue: _____
Time: _____ Date: _____

16.4 **Responsiveness of Bids**

(i) Bid is valid till required period,

*(ii) Bid prices are firm during currency of contract/Price adjustment;

(iii) Completion period offered is within specified limits,

(iv) Bidder is eligible to Bid and possesses the requisite experience, capability and qualification.

(v) Bid does not deviate from basic technical requirements and

(vi) Bids are generally in order, etc.

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

(a) **Fixed Price contract:** In these contracts no escalation will be provided during currency of the contract and normally period of completion of these works is upto 12 months.

(b) **Price adjustment contract:** In these contracts escalation will be paid only on those items and in the manner as notified by Finance Department, Government of Sindh, after bid opening during currency of the contract.

GU[illegible]AN ALI
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Gadap Town (W/S E&M)
K.W.&S.C

FORM OF BID AND SCHEDULES TO BID

FORM OF BID
(LETTER OF OFFER)

Bid Reference No. _____

_____

_____

(Name of Works)

To:

_____

_____

_____

Gentlemen,

1. Having examined the Bidding Documents including Instructions to Bidders, Bidding Data, Conditions of Contract, Contract Data, Specifications, Drawings, if any, Schedule of Prices and Addenda Nos. _____ for the execution of the above-named works, we, the undersigned, being a company doing business under the name of and address _____ _____ and being duly incorporated under the laws of Pakistan hereby offer to execute and complete such works and remedy any defects therein in conformity with the said Documents including Addenda thereto for the Total Bid Price of Rs_____(Rupees_____) or such other sum as may be ascertained in accordance with the said Documents.

2. We understand that all the Schedules attached hereto form part of this Bid.

3. As security for due performance of the undertakings and obligations of this Bid, we submit herewith a Bid Security in the amount of _____ _____ drawn in your favour or made payable to you and valid for a period of twenty eight (28) days beyond the period of validity of Bid.

4. We undertake, if our Bid is accepted, to commence the Works and to deliver and complete the Works comprised in the Contract within the time(s) stated in Contract Data.

5. We agree to abide by this Bid for the period of _____ days from the date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

6. Unless and until a formal Agreement is prepared and executed, this Bid, together with your written acceptance thereof, shall constitute a binding contract between us.

7. We undertake, if our Bid is accepted, to execute the Performance Security

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

8. We understand that you are not bound to accept the lowest or any bid you may receive.

9. We do hereby declare that the Bid is made without any collusion, comparison of figures or arrangement with any other person or persons making a bid for the Works.

Dated this _____ day of _____, 20

Signature _____

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

_____

(Name of Bidder in Block Capitals)

(Seal)

Address

_____

_____

_____

Witness:

(Signature)_____

Name: _____

Address: _____

_____

GHULAM SHAN ALI
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Gadap Town (W/S, E&M)
K.W.&.S.C

[SCHEDULES TO BID INCLUDE THE FOLLOWING:

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

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K.W.&S.D

SCHEDULE – A TO BID

SCHEDULE OF PRICES

Sr. No.		Page No.
1.	Preamble to Schedule of Prices.....	24
2.	Schedule of Prices.....	26
	*(a) Summary of Bid Prices	
	* (b) Detailed Schedule of Prices /Bill of Quantities (BOQ)	

* *[To be prepared by the Engineer/Procuring Agency]*

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Executive Engineer
Gadap Town (W/S, E&M)
K.W & S.C

PREAMBLE TO SCHEDULE OF PRICES

1. General

1.1 The Schedule of Prices shall be read in conjunction with the Conditions of Contract, Contract Data together with the Specifications and Drawings, if any.

1.2 The Contract shall be for the whole of the works as described in these Bidding Documents. Bids must be for the complete scope of works.

2. Description

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

3. Units & Abbreviations

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

_____

_____

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

4. Rates and Prices

4.1 Except as otherwise expressly provided under the Conditions of Contract, the rates and amounts entered in the Schedule of Prices shall be the rates at which the Contractor shall be paid and shall be the full inclusive value of the works set forth or implied in the Contract; except for the amounts reimbursable, if any to the Contractor under the Contract.

4.2 Unless otherwise stipulated in the Contract Data, the premium, rates and prices entered by the bidder shall not be subject to adjustment during the performance of the Contract.

4.3 All duties, taxes and other levies payable by the Contractor shall be included in the rates and prices.

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K.W.S.B.C

4.4 The whole cost of complying with the provisions of the Contract shall be included in the items provided in the Schedule of Prices, and where

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

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

4.5 (a) The bidder shall be deemed to have obtained all information as to and all requirements related thereto which may affect the bid price.

*(b) The Contractor shall be responsible to make complete arrangements for the transportation of the Plant to the Site.

**(Procuring Agency may modify as appropriate)*

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

5. Bid Prices

5.1 Break-up of Bid Prices

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

5.2 Total Bid Price

The total of bid prices in the Schedule of Prices shall be entered in the Summary of Bid Prices.

6. Provisional Sums and Day work

6.1 Provisional Sums included and so designated in the Schedule of Prices if any, shall be expended in whole or in part at the direction and discretion of the Engineer/Procuring Agency. The Contractor will only receive payment in respect of Provisional Sums, if he has been instructed by the Engineer/Procuring Agency to utilize such sums.

6.2 Day work rates in the contractor's bid are to be used for small additional amounts of work and only when the Engineer have given written instructions in advance for additional work to be paid for in that way.

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Kmc E.S.E

SCHEDULE OF PRICES – SUMMARY OF BID PRICES (Sample)

Bill No.	Description	Total Amount (Rs)
	(A) Building Work	
1.	Civil works	
2	Internal sanitary and water supply	
3	Electrification	
4	External Development works	
5	Miscellaneous Items	
	(B) Road Work.	
1.	Earthwork	
2.	Hard Crust and Surface Treatment	
3.	Culverts and Bridges	
4.	Miscellaneous Items	
	(C) Public Health Engineering Works.	
1.	Earthwork	
2.	Subsurface Drains	
3.	Pipe Laying and Man holes	
4.	Tube wells, Pump houses	
5.	Compound wall	
6.	Miscellaneous Items	
	Total Bid Price (The amount to be entered in Paragraph 1 of the Form of Bid) (In words).	

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K.W.S.S.C

SCHEDULE OF PRICES

Item No.	Description	Quantity	Unit Rate(Rs)	Total Amount (Rs)
	I. (Civil works)			
1.				
2.				
3.				
	II.Internal sanitary and water supply.			
1.				
2.				
3.				
	III. Electrification.			
1.				
2.				
3.				
	IV. External Development works.			
1.				
2.				
3.				
1.	**V. Miscellaneous Items**			
2.				
3.				
Total (*to be carried to Summary of Bid Price*) *Add/ Deduct the percentage quoted above/below on the prices of items based on Composite Schedule of Rates.*				

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SCHEDULE - B TO BID

*SPECIFIC WORKS DATA

(To be prepared and incorporated by the Procuring Agency)

(Note: The Procuring Agency shall spell out the information & data required to be filled out by the bidder and to furnish complementary information).

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K.W.& S.C

SCHEDULE – C TO BID

WORKS TO BE PERFORMED BY SUBCONTRACTORS*

The bidder will do the work with his own forces except the work listed below which he intends to sub-contract.

Items of Works to be Sub-Contracted	Name and address of Sub-Contractors	Statement of similar works previously executed. *(attach evidence)*

Note:

* *The Procuring Agency should decide whether to allow subcontracting or not.*

In case Procuring Agency decides to allow subcontracting then following conditions shall be complied with:

1. No change of Sub-Contractors shall be made by the bidder without prior approval of the Procuring Agency.

2. The truthfulness and accuracy of the statement as to the experience of Sub-Contractors is guaranteed by the bidder. The Procuring Agency's judgment shall be final as to the evaluation of the experience of Sub-Contractors submitted by the bidder.

3. Statement of similar works shall include description, location & value of works, year completed and name & address of the clients.

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PROPOSED PROGRAMME OF WORKS

Bidder shall provide a programme in a bar-chart or Program Evaluation and Review Technique (PERT) or Critical Path Method (CPM) showing the sequence of work items by which he proposes to complete the works of the entire Contract. The programme should indicate the sequence of work items and the period of time during which he proposes to complete the works including the activities like designing, schedule of submittal of drawings, ordering and procurement of materials, manufacturing, delivering, construction of civil works, erection, testing and commissioning of works to be supplied under the Contract.

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K.W.&.S.B

SCHEDULE – E TO BID

METHOD OF PERFORMING WORKS

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

- The sequence and methods in which he proposes to carry out the Works, including the number of shifts per day and hours per shift, he expects to work.
- A list of all major items of construction and plant erection, tools and vehicles proposed to be used in delivering/carrying out the works at site.
- The procedure for installation of equipment and transportation of equipment and materials to the site.
- Organisation chart indicating head office & field office personnel involved in management, supervision and engineering of the Works to be done under the Contract.

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SCHEDULE – F TO BID

(INTEGRITY PACT)

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

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

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

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

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

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

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

.....
[Procuring Agency]

[Contractor]

CONDITIONS OF CONTRACT

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CONDITIONS OF CONTRACT

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Cadap Town (W/S, E&M)
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CONDITIONS OF CONTRACT

1. GENERAL PROVISIONS

1.1 Definitions

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

The Contract

1.1.1 "Contract" means the Contract Agreement and the other documents listed in the Contract Data.

1.1.2 "Specifications" means the document as listed in the Contract Data, including Procuring Agency's requirements in respect of design to be carried out by the Contractor (if any), and any Variation to such document.

1.1.3 "Drawings" means the Procuring Agency's drawings of the Works as listed in the Contract Data, and any Variation to such drawings.

Persons

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

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

1.1.6 "Party" means either the Procuring Agency or the Contractor.

Dates, Times and Periods

1.1.7 "Commencement Date" means the date fourteen (14) days after the date the Contract comes into effect or any other date named in the Contract Data.

1.1.8 "Day" means a calendar day

1.1.9 "Time for Completion" means the time for completing the Works as stated in the Contract Data (or as extended under Sub-Clause 7.3), calculated from the Commencement Date.

Money and Payments

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

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Executive Engineer

does not include any allowance for profit.

Other Definitions

1.1.11 "Contractor's Equipment" means all machinery, apparatus and other things required for the execution of the Works but does not include Materials or Plant intended to form part of the Works.

1.1.12 "Country" means the Islamic Republic of Pakistan.

1.1.13 "Procuring Agency's Risks" means those matters listed in Sub-Clause 6.1.

1.1.14 "Force Majeure" means an event or circumstance which makes performance of a Party's obligations illegal or impracticable and which is beyond that Party's reasonable control.

1.1.15 'Materials" means things of all kinds (other than Plant) to be supplied and incorporated in the Works by the Contractor.

1.1.16 "Plant" means the machinery and apparatus intended to form or forming part of the Works.

1.1.17 "Site" means the places provided by the Procuring Agency where the Works are to be executed, and any other places specified in the Contract as forming part of the Site.

1.1.18 "Variation" means a change which is instructed by the Engineer/Procuring Agency under Sub-Clause 10.1.

1.1.19 'Works" means any or all the works whether Supply, Installation, Construction etc. and design (if any) to be performed by the Contractor including temporary works and any variation thereof.

1.1.20 "Engineer" means the person notified by the Procuring Agency to act as Engineer for the purpose of the Contract and named as such in Contract Data.

1.2 **Interpretation**

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

1.3 **Priority of Documents**

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

1.4 **Law**

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

1.5 **Communications**

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

1.6 **Statutory Obligations**

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

2. THE PROCURING AGENCY

2.1 **Provision of Site**

The Procuring Agency shall provide the Site and right of access thereto at the times stated in the Contract Data.
Site Investigation Reports are those that were included in the bidding documents and are factual and interpretative reports about the surface and subsurface conditions at the Site.

2.2 **Permits etc.**

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

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

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

2.4 **Approvals**

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

3. ENGINEER'S/PROCURING AGENCY'S REPRESENTATIVES

3.1 **Authorised Person**

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

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Executive Engineer
Gadap Town (W/O, EEM)
K.W.& S.C

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

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

4. THE CONTRACTOR

4.1 **General Obligations**

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

4.2 **Contractor's Representative**

The Contractor shall appoint a representative at site on full time basis to supervise the execution of work and to receive instructions on behalf of the Contractor but only after obtaining the consent of the Procuring Agency for such appointment which consent shall not be withheld without plausible reason(s) by the Procuring Agency. Such authorized representative may be substituted/ replaced by the Contractor at any time during the Contract Period but only after obtaining the consent of the Procuring Agency as aforesaid.

4.3 **Subcontracting**

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

4.4 **Performance Security**

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

5. DESIGN BY CONTRACTOR

5.1 **Contractor's Design**

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

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K.W.&S.C.

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

5.2 **Responsibility for Design**

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

6. PROCURING AGENCY'S RISKS

6.1 The Procuring Agency's Risks

The Procuring Agency's Risks are:-

a) war, hostilities (whether war be declared or not), invasion, act of foreign enemies, within the Country;

b) rebellion, terrorism, revolution, insurrection, military or usurped power, or civil war, within the Country;

c) riot, commotion or disorder by persons other than the Contractor's personnel and other employees including the personnel and employees of Sub-Contractors, affecting the Site and/or the Works;

d) ionising radiations, or contamination by radio-activity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radio-active toxic explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component of such an assembly, except to the extent to which the Contractor/Sub-Contractors may be responsible for the use of any radio-active material;

e) Pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds;

f) use or occupation by the Procuring Agency of any part of the Works, except as may be specified in the Contract;

g) late handing over of sites, anomalies in drawings, late delivery of designs and drawings of any part of the Works by the Procuring Agency's personnel or by others for whom the Procuring Agency is responsible;

h) a suspension under Sub-Clause 2.3 unless it is attributable to the Contractor's failure; and

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

7. TIME FOR COMPLETION

7.1 Execution of the Works

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

7.2 Programme

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

7.3 Extension of Time

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

7.4 Late Completion

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

8. TAKING-OVER

8.1 Completion

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

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8.2 **Taking-Over Notice**

Within fourteen (14) days of the receipt of the said notice of completion from the Contractor the Procuring Agency/Engineer shall either takeover the completed works and issue a Certificate of Completion to that effect or shall notify the Contractor his reasons for not taking-over the works. While issuing the Certificate of Completion as aforesaid, the Procuring Agency/Engineer may identify any outstanding items of work which the Contractor shall undertake during the Maintenances Period.

9. REMEDYING DEFECTS

9.1 **Remedying Defects**

The Contractor shall for a period stated in the Contract Data from the date of issue of the Certificate of Completion carry out, at no cost to the Procuring Agency, repair and rectification work which is necessitated by the earlier execution of poor quality of work or use of below specifications material in the execution of Works and which is so identified by the Procuring Agency/Engineer in writing within the said period. Upon expiry of the said period, and subject to the Contractor's faithfully performing his aforesaid obligations, the Procuring Agency/Engineer shall issue a Maintenance Certificate whereupon all obligations of the Contractor under this Contract shall come to an end.

Failure to remedy any such defects or complete outstanding work within a reasonable time shall entitle the Procuring Agency to carry out all necessary works at the Contractor's cost. However, the cost of remedying defects not attributable to the Contractor shall be valued as a Variation.

9.2 **Uncovering and Testing**

The Engineer/Procuring Agency may give instruction as to the uncovering and/or testing of any work. Unless as a result of an uncovering and/or testing it is established that the Contractor's design, materials, plant or workmanship are not in accordance with the Contract, the Contractor shall be paid for such uncovering and/or testing as a Variation in accordance with Sub-Clause 10.2.

10. VARIATIONS AND CLAIMS

10.1 **Right to Vary**

The Procuring Agency/Engineer may issue Variation Order(s) in writing. Where for any reason it has not been possible for the Procuring Agency/Engineer to issue such Variations Order(s), the Contractor may confirm any verbal orders given by the Procuring Agency/Engineer in writing and if the same are not refuted/denied by the Procuring Agency/Engineer within ten (10) days of the receipt of such confirmation the same shall be deemed to be a Variation Orders for the purposes of this Sub-Clause.

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10.2 **Valuation of Variations**

Variations shall be valued as follows:

a) at a lump sum price agreed between the Parties, or

b) where appropriate, at rates in the Contract, or

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

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

e) if the Engineer/Procuring Agency so instructs, at day work rates set out in the Contract Data for which the Contractor shall keep records of hours of labour and Contractor's Equipment, and of Materials, used.

10.3 **Changes in the Quantities.**

a) If the final quantity of the work done differs from the quantity in the Bill of Quantities for the particular item by more than 25 percent, provided the change exceeds 1 percent of the Initial Contract Price, the Procuring Agency/Engineer shall adjust the rate to allow for the change and will be valued as per sub clause 10.2.

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

c) If requested by the Engineer, the contractor shall provide the Engineer with a detailed cost breakdown of any rate in the Bill of Quantities.

10.4 **Early Warning**

The Contractor shall notify the Engineer/Procuring Agency in writing as soon as he is aware of any circumstance which may delay or disrupt the Works, or which may give rise to a claim for additional payment.

To the extent of the Contractor's failure to notify, which results to the Engineer/Procuring Agency being unable to keep all relevant records or not taking steps to minimise any delay, disruption, or Cost, or the value of any Variation, the Contractor's entitlement to extension of the Time for Completion or additional payment shall be reduced/rejected.

10.5 **Valuation of Claims**

If the Contractor incurs Cost as a result of any of the Procuring Agency's Risks, the Contractor shall be entitled to the amount of such Cost. If as a result of any

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Procuring Agency's Risk, it is necessary to change the Works, this shall be dealt with as a Variation subject to Contractor's notification for intention of claim to the Engineer/Procuring Agency within fourteen (14) days of the occurrence of cause.

10.6 **Variation and Claim Procedure**

The Contractor shall submit to the Engineer/Procuring Agency an itemised detailed breakdown of the value of variations and claims within twenty eight (28) days of the instruction or of the event giving rise to the claim. The Engineer/Procuring Agency shall check and if possible agree the value. In the absence of agreement, the Procuring Agency shall determine the value.

11. CONTRACT PRICE AND PAYMENT

11.1 (a) **Terms of Payments**

The amount due to the Contractor under any Interim Payment Certificate issued by the Engineer pursuant to this Clause, or to any other terms of the Contract, shall , subject to Clause 11.3, be paid by the Procuring Agency to the Contractor within 30 days after such Interim Payment Certificate has been jointly verified by Procuring Agency and Contractor, or, in the case of the Final Certificate referred to in Sub Clause 11.5, within 60days after such Final Payment Certificate has been jointly verified by Procuring Agency and Contractor;

Provided that the Interim Payment shall be caused in thirty (30) days and Final Payment in 60 days in case of foreign funded project. In the event of the failure of the Procuring Agency to make payment within 90 days then Procuring Agency shall pay to the Contractor compensation at the 28 days rate of KIBOR+2% per annum in local currency and LIBOR+1% for foreign currency, upon all sums unpaid from the date by which the same should have been paid.

(b) **Valuation of the Works**

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

11.2 **Monthly Statements**

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

a) the value of the Works executed less to the cumulative amount paid previously; and
b) value of secured advance on the materials and valuation of variations (if any).

The Contractor shall submit each month to the Engineer/Procuring Agency a statement showing the amounts to which he considers himself entitled.

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11.3 **Interim Payments**

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

11.4 **Retention**

Retention money shall be paid by the Procuring Agency to the Contractor within fourteen (14) days after either the expiry of the period stated in the Contract Data, or the remedying of notified defects, or the completion of outstanding work, all as referred to in Sub-Clause 9.1, whichever is the later.

11.5 **Final Payment**

Within twenty one (21) days from the date of issuance of the Maintenance Certificate the Contractor shall submit a final account to the Engineer to verify and the Engineer shall verify the same within fourteen (14) days from the date of submission and forward the same to the Procuring Agency together with any documentation reasonably required to enable the Procuring Agency to ascertain the final contract value.

Within sixty (60) days from the date of receipt of the verified final account from the Engineer, the Procuring Agency shall pay to the Contractor any amount due to the Contractor. While making such payment the Procuring Agency may, for reasons to be given to the Contractor in writing, withhold any part or parts of the verified amount.

11.6 **Currency**

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

12. DEFAULT

12.1 **Defaults by Contractor**

If the Contractor abandons the Works, refuses or fails to comply with a valid instruction of the Engineer/Procuring Agency or fails to proceed expeditiously and without delay, or is, despite a written complaint, in breach of the Contract, the Procuring Agency may give notice referring to this Sub-Clause and stating the default.

If the Contractor has not taken all practicable steps to remedy the default within fourteen (14) days after receipt of the Procuring Agency's notice, the Procuring Agency may by a second notice given within a further twenty one (21) days, terminate the Contract. The Contractor shall then demobilize from the Site leaving behind any Contractor's Equipment which the Procuring Agency instructs, in the second notice, to be used for the completion of the Works at the risk and cost of the Contractor.

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12.2 **Defaults by Procuring Agency**

If the Procuring Agency fails to pay in accordance with the Contract, or is, despite a written complaint, in breach of the Contract, the Contractor may give notice referring to this Sub-Clause and stating the default. If the default is not remedied within fourteen (14) days after the Procuring Agency's receipt of this notice, the Contractor may suspend the execution of all or parts of the Works.

If the default is not remedied within twenty eight (28) days after the Procuring Agency's receipt of the Contractor's notice, the Contractor may by a second notice given within a further twenty one (21) days, terminate the Contract. The Contractor shall then demobilise from the Site.

12.3 **Insolvency**

If a Party is declared insolvent under any applicable law, the other Party may by notice terminate the Contract immediately. The Contractor shall then demobilise from the site leaving behind, in the case of the Contractor's insolvency, any Contractor's Equipment which the Procuring Agency instructs in the notice is to be used for the completion of the Works.

12.4 **Payment upon Termination**

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

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

b) any sums to which the Procuring Agency is entitled,

c) if the Procuring Agency has terminated under Sub-Clause 12.1 or 12.3, the Procuring Agency shall be entitled to a sum equivalent to twenty percent (20%) of the value of parts of the Works not executed at the date of the termination, and

d) if the Contractor has terminated under Sub-Clause 12.2 or 12.3, the Contractor shall be entitled to the cost of his demobilisation together with a sum equivalent to ten percent (10%) of the value of parts of the works not executed at the date of termination.

The net balance due shall be paid or repaid within twenty eight (28) days of the notice of termination.

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13. RISKS AND RESPONSIBILITIES

13.1 **Contractor's Care of the Works**

Subject to Sub-Clause 9.1, the Contractor shall take full responsibility for the care

of the Works from the Commencement Date until the date of the Procuring Agency's/Engineer's issuance of Certificate of Completion under Sub-Clause 8.2. Responsibility shall then pass to the Procuring Agency. If any loss or damage happens to the Works during the above period, the Contractor shall rectify such loss or damage so that the Works conform with the Contract.

Unless the loss or damage happens as a result of any of the Procuring Agency's Risks, the Contractor shall indemnify the Procuring Agency, or his agents against all claims loss, damage and expense arising out of the Works.

13.2 **Force Majeure**

If Force Majeure occurs, the Contractor shall notify the Engineer/Procuring Agency immediately. If necessary, the Contractor may suspend the execution of the Works and, to the extent agreed with the Procuring Agency demobilize the Contractor's Equipment.

If the event continues for a period of eighty four (84) days, either Party may then give notice of termination which shall take effect twenty eight (28) days after the giving of the notice.

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

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

b) the cost of his demobilization, and

c) less any sums to which the Procuring Agency is entitled.

The net balance due shall be paid or repaid within thirty five (35) days of the notice of termination.

14. INSURANCE

14.1 **Arrangements**

The Contractor shall, prior to commencing the Works, effect insurances of the types, in the amounts and naming as insured the persons stipulated in the Contract Data except for items (a) to (e) and (i) of the Procuring Agency's Risks under Sub-Clause 6.1. The policies shall be issued by insurers and in terms approved by the Procuring Agency. The Contractor shall provide the Engineer/Procuring Agency with evidence that any required policy is in force and that the premiums have been paid.

14.2 **Default**

If the Contractor fails to effect or keep in force any of the insurances referred to in the previous Sub-Clause, or fails to provide satisfactory evidence, policies or receipts, the Procuring Agency may, without prejudice to any other right or

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remedy, effect insurance for the cover relevant to such as a default and pay the premiums due and recover the same plus a sum in percentage given in Contractor Data from any other amounts due to the Contractor.

15. RESOLUTION OF DISPUTES

15.1 Engineer's Decision

If a dispute of any kind whatsoever arises between the Procuring Agency and the Contractor in connection with the works, the matter in dispute shall, in the first place, be referred in writing to the Engineer, with a copy to the other party. Such reference shall state that it is made pursuant to this Clause. No later than the twenty eight (28) days after the day on which he received such reference, the Engineer shall give notice of his decision to the Procuring Agency (Superintending Engineer) and the Contractor.

Unless the Contract has already been repudiated or terminated, the Contractor shall, in every case, continue to proceed with the work with all due diligence, and the Contractor and the Procuring Agency (Superintending Engineer)shall give effect forthwith to every such decision of the Engineer unless and until the same shall be revised, as hereinafter provided in an arbitral award.

15.2 Notice of Dissatisfaction

If a Party is dissatisfied with the decision of the Engineer of consultant or if no decision is given within the time set out in Sub-Clause 15.1 here above, the Party may give notice of dissatisfaction referring to this Sub-Clause within fourteen (14) days of receipt of the decision or the expiry of the time for the decision. If no notice of dissatisfaction is given within the specified time, the decision shall be final and binding on the Parties. If notice of dissatisfaction is given within the specified time, the decision shall be binding on the Parties who shall give effect to it without delay unless and until the decision of the Engineer is revised by an arbitrator.

If a contractor is dissatisfied with the decision of the Engineer of the department or decision is not given in time then he can approach Superintending Engineer within 14 days, in case of dissatisfaction with decision of Superintending Engineer or not decided within 28 days, then arbitration process would be adopted as per clause 15.3.

15.3 Arbitration

A dispute which has been the subject of a notice of dissatisfaction shall be finally settled as per provisions of Arbitration Act 1940 (Act No. X of 1940) and Rules made there under and any statutory modifications thereto. Any hearing shall be held at the place specified in the Contract Data and in the language referred to in Sub-Clause 1.5.

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16 INTEGRITY PACT

16.1 If the Contractor or any of his Sub-Contractors, agents or servants is found to have violated or involved in violation of the Integrity Pact signed by the Contractor as Schedule-F to his Bid, then the Procuring Agency shall be entitled to:

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

On termination of the Contract under Sub-Para (b) of this Sub-Clause, the Contractor shall demobilize from the site leaving behind Contractor's Equipment which the Procuring Agency instructs, in the termination notice, to be used for the completion of the works at the risk and cost of the Contractor. Payment upon such termination shall be made under Sub-Clause 12.4, in accordance with Sub-Para (c) thereof, after having deducted the amounts due to the Procuring Agency under Sub-Para (a) and (c) of this Sub-Clause.

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CONTRACT DATA

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

Sub-Clauses of
Conditions of Contract

1.1.3 Procuring Agency's Drawings, if any
(To be listed by the Procuring Agency)

1.1.4 **The Procuring Agency** means

_____

_____

1.1.5 **The Contractor** means

_____

_____

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

1.1.9 **Time for Completion** _____ days

(The time for completion of the whole of the Works should be assessed by the Procuring Agency)

1.1.20 **Engineer (mention the name along with the designation including whether he belongs to department or consultant) and other details**

_____

_____

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

(a) The Contract Agreement
(b) Letter of Acceptance
(c) The completed Form of Bid
(d) Contract Data
(e) Conditions of Contract
(f) The completed Schedules to Bid including Schedule of Prices
(g) The Drawings, if any
(h) The Specifications
(i) _____
(j) _____

(The Procuring Agency may add, in order of priority, such other documents as form part of the Contract. Delete the document, if not applicable)

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2.1 **Provision of Site:** On the Commencement Date

3.1 **Authorized person:**_____

3.2 **Name and address of Engineer's/Procuring Agency's representative**

_____

4.4 **Performance Security:**

Amount_____

Validity_____

(Form: As provided under Standard Forms of these Documents)

5.1 **Requirements for Contractor's design (if any):**

Specification Clause No's_____

7.2 **Programme:**

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

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

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

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

7.5 **Early Completion**

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

9.1 **Period for remedying defects**

_____

_____

10.2 (e) **Variation procedures:**

Day work rates_____

_____(details)

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11.1 **Terms of Payments**

a) Mobilization Advance

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

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

(ii) Contractor will pay interest on the mobilization advance at the rate of 10% per annum on the advance; and

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

OR

2) **Secured Advance on Materials**

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

(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 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;

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

(viii) Detailed account of advances must be kept in part II of running account bill; 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 definitely not for full quantities of materials for the entire work/contract

(b) Recovery of Secured Advance:

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

(ii) As recoveries are made the outstanding accounts of the items concerned in Part II should be reduced b making deduction entries in the column; "deduct quantity utilized in work measured since previous bill," equivalent to the quantities of materials used by the contractor on items of work shown as executed in part I of the bill.

(c) Interim payments: The Contractor shall submit to the Engineer monthly statements of the estimated value of the work completed less the cumulative amount certified previously.

(i) The value of work completed comprises the value of the quantities of the items in the Bill of Quantities completed.

(ii) value of secured advance on the materials and valuation of variations (if any).

(iii) Engineer may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.

(v) Retention money and other advances are to be recovered from the bill submitted by contractor.

11.2 *(a) **Valuation of the Works:**

i) Lump sum price_____(details), or

ii) Lump sum price with schedules of rates _____ (details), or

iii) Lump sum price with bill of quantities_____(details), or

iv) Re-measurement with estimated/bid quantities in the Schedule of Prices or on premium above or below quoted on the rates mentioned in CSR _____(details), or/and

v) Cost reimbursable_____(details)

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11.3 **Percentage of retention*:** *five (5%)*

11.6 **Currency of payment:** Pak. Rupees

14.1 **Insurances:** *(Procuring Agency may decide, keeping in view the nature and the scope of the work)*

Type of cover

The Works

Amount of cover

The sum stated in the Letter of Acceptance plus fifteen percent (15%)

Type of cover

Contractor's Equipment:

Amount of cover

Full replacement cost

Type of cover

Third Party-injury to persons and damage to property

_____

(The minimum amount of third party insurance should be assessed by the Procuring Agency and entered).

Workers:

_____

_____

Other cover*:

_____

(In each case name of insured is Contractor and Procuring Agency)

14.2 **Amount to be recovered**

Premium plus _____ percent (____%).

15.3 **Arbitration****

Place of Arbitration:_____

* *(Procuring Agency to specify as appropriate)*

** *(It has to be in the Province of Sindh)*

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STANDARD FORMS

(Note: Standard Forms provided in this document for securities are to be issued by a bank. In case the bidder chooses to issue a bond for accompanying his bid or performance of contract or receipt of advance, the relevant format shall be tailored accordingly without changing the spirit of the Forms of securities).

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FORM OF BID SECURITY
(Bank Guarantee)

Guarantee No._____
Executed on _____

(Letter by the Guarantor to the Procuring Agency)

Name of Guarantor (Scheduled Bank in Pakistan) with address:_____
Name of Principal (Bidder) with address:_____
_____
Sum of Security (express in words and figures):_____
_____
Bid Reference No._____ Date of Bid _____

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

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the accompanying Bid numbered and dated as above for _____ (Particulars of Bid) to the said Procuring Agency; and

WHEREAS, the Procuring Agency has required as a condition for considering the said Bid that the Principal furnishes a Bid Security in the above said sum to the Procuring Agency, conditioned as under:

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

(a) the Principal withdraws his Bid during the period of validity of Bid, or

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

(c) failure of the successful bidder to

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

(ii) sign the proposed Contract Agreement, in accordance with Sub-Clauses IB-20.2 & 20.3 of Instructions to Bidders,

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be received by us within the validity period of this Guarantee, failing which we shall be discharged of our liability, if any, under this Guarantee.

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

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

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

_____
Guarantor (Bank)

Witness:

1. _____

_____
Corporate Secretary (Seal)

2. _____

_____
(Name, Title & Address)

1. Signature _____

2. Name _____

3. Title _____

_____
Corporate Guarantor (Seal)

GULSHAN ALI
Executive Engineer
Gadap Town (W/S, E&M)
K.W.&.S.C

FORM OF CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT (hereinafter called the "Agreement") made on the _____ day of _____ 200 _____ between _____(hereinafter called the "Procuring Agency") of the one part and _____ (hereinafter called the "Contractor") of the other part.

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

NOW this Agreement witnesseth as follows:

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 Letter of Acceptance;
   (b) The completed Form of Bid along with Schedules to Bid;
   (c) Conditions of Contract & Contract Data;
   (d) The priced Schedule of Prices/Bill of quantities (BoQ);
   (e) The Specifications; and
   (f) The Drawings

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 within the provisions of the Contract.

4. The Procuring Agency hereby covenants to pay the Contractor, in consideration of the execution and completion of the Works as per provisions of the Contract, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

GULSHAN ALI
Executive Engineer
Gadap Town (W/S, E&M)
K.W.&S.C

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

Signature of the Contactor	Signature of the Procuring Agency
(Seal)	(Seal)

Signed, Sealed and Delivered in the presence of:

Witness:	Witness:
(Name, Title and Address)	(Name, Title and Address)

GUL SHER ALI
Executive Engineer
Gadap Town (W/S, E&M)
K.W.&.S.C

MOBILIZATION ADVANCE GUARANTEE

Guarantee No._____

Executed on_____

(Letter by the Guarantor to the Procuring Agency)

WHEREAS the _____ (hereinafter called the Procuring Agency) has entered into a Contract for _____

_____ (Particulars of Contract), with _____

_____ (hereinafter called the Contractor).

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

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

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

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

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

GULSHAN ALI
Executive Engineer
Gadap Town (W&S) SBA
K.W.&.

This Guarantee shall come into force as soon as the advance payment has been credited to the account of the Contractor.

This Guarantee shall expire not later than _____

by which date we must have received any claims by registered letter, telegram, telex or telefax.

It is understood that you will return this Guarantee to us on expiry or after settlement of the total amount to be claimed hereunder.

_____
Guarantor (Scheduled Bank)

Witness:

1. _____

_____
Corporate Secretary (Seal)

2. _____

_____
(Name, Title & Address)

1. Signature _____

2. Name _____

3. Title _____

_____
Corporate Guarantor (Seal)

GHULSHAN ALI
Executive Engineer
Gadap Town (WS. E&M)
K.W.&.S.C

INDENTURE FOR SECURED ADVANCES.

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

This INDENTURE made the .... day of ..... ----- ..... ----------.....-197--"- BETWEEN (hereinafter called "the Contractor" which expression shall where the context so admits or implied be deemed to include his heirs, executors, administrators and assigns) of the one part and THE GOVERNOR OF SINDH (hereinafter called "the Government" of the other part).

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

(Here enter (the description of the works).[1]

AND WHEREAS the contractor has applied to the .... —..... ----- for an advance to him of Rupees ----------. (Rs. .....) on the security of materials absolutely belonging to him and brought by him to the site of the said works the subject of the said agreement for use in the construction of such of the said works as he has undertaken to execute at rates fixed for the finished work (inclusive of the cost of materials and labour and other charge) AND WHEREAS the Government has agreed to advance to the Contractor the sum of Rupees, (Rs. .....) on the security of materials the quantities and other particulars of which are detailed in Part II of Running Account Bill (E). the said works signed by the contractor Fin R.Form.17.A on---------- .....— and on such covenants and conditions as are hereinafter contained and the Government has reserved to itself the option of marking any further advance or advances on the security of other materials brought by the Contractor to the site of the said works.

NOW THIS INDENTURE WTTNESSETH that in pursuance of the said agreement and in consideration of the sum of Rupees..... ---------- .....-.....— ..... (Rs. ------ ..... -----) on or before the execution of these presents paid to the Contractor by the Government (the receipt whereof the Contractor doth hereby acknowledge) and of such further advances (if any) as may be made to him as aforesaid (all of which advances are hereinafter collectively referred to as the said amount) the Contractor doth hereby assign unto the Government the said materials by way of security for the said amount

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

(1) That the said sum of Rupees .....-..... ----------..... ---------- (Rf. ----------) so advanced by the Government to the Contractor as aforesaid and all or any further sum or sums which may be advanced aforesaid shall be employed by the contractor in or towards expending the execution of the said works and for no other purpose whatsoever.

GUL[illegible] ALI
Executive Engineer
Gadap Town (W.S. Sub)
K.W.&S.C

(2) That the materials detailed in the said Running Account Bill (B) which have been
Fin R Form No. 17-A
Offered to and accepted by (he Government as security for the said amount are absolutely by the Contractors own property free from encumbrances of any kind and the Contractor will not make any application for or receive a further advance on the security of materials which are not absolutely his own property and free from encumbrances of any kind and the contractor hereby agrees, at all times, to indemnify and save harmless the Government against all claims whatsoever to any materials in respect of which an advance has been made to him as aforesaid.

(3) That the said materials detailed in the said Running Account Bill (B) and all other
Fin. R. Form No. 17-A
Materials on the security of which any further advance or advances may hereafter be made as aforesaid (hereinafter called the said materials) shall be used by the Contractor solely in *the* execution of the said works in accordance with the directions of the Divisional Officer----------(hereinafter called the Divisional Officer) and in the terms of the said agreement.

(4) That the Contractor shall make at his own cost all necessary and adequate arrangement for the proper watch, safe custody and protection against all risks of the said material and that until used in construction as aforesaid the said materials shall remain at the site of the said works in the Contractor's custody and at his own risk and on his own responsibility and shall at all times be open to inspection by (he Divisional Officer or any officer authorized by him. In the event of the said materials of any part (hereof being stolen, destroyed or damaged or becoming deteriorated in a grater degree than is due to reasonable use and wear thereof Contractor will forthwith replace the same with other materials of like qualify or repair and make good the same as required by the Divisional Officer and the materials so brought to replace the said materials so repaired and made good shall also be considered as security for the said amount.

(5) 'Hurt the said materials shall not on any account be removed from the site of the said works except with the written permission of the Divisional Officer or an officer authorized by him in that behalf

(6) That the said amount shall be payable in full when or before the Contractor receives payment, from the Government of the price payable to him for the said works under the terms and provisions of the said agreement PROVIDED THAT if any intermediate payments are made to the contractor on account of work done then on the occasion of each such payment the Government will be at liberty to make a recovery from the Contractors Bill for such payment by deducting there from in the value of the said materials (hen actually used in the construction and in respect of which recovery has not been made previously the value for this purpose being determined in respect of each description of material at (he rates at which the amount of the advances made under these presents were calculated.

percent per annum from the date or respective dates of such advance or advances to the date or repayment and with all costs, charges, damages and expenses incurred by the Government in or for the recovery thereof or the enforcement of this security or otherwise by reason of (he default of the Contractor and any moneys so becoming due and payable shall constitute a debt due from the Contractor to the Government and the Contractor hereby covenants and agrees with the Government to repay and the same respectively to it accordingly.

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

Once therewith the Government may at any time thereafter adopt all or any of following courses as it may deem best ;-

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

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

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

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

(10) That in the event of any conflict between the provisions of these presents and the said agreement the provisions of these presents shall prevail and in the event of any dispute or difference arising over the construction or effect of these presents the settlement of which has not been hereinbefore expressly provided for the same shall be referred to the Superintending Engineer..... Circle whose..... decision shall be final and the provisions of the Indian Arbitration Act for the time being in force so far as they are applicable shall apply to any such reference.

In witnesses whereof the* ---------- ..... on behalf of the Governor of Sindh and the said..... - ..... --have hereunto set their respective hands and seals the day and first above written.

Signed, sealed and delivered by* In the presence of

Seal

1st witness 2nd witness

Signed, sealed and delivered by* In the presence of

Seal

1st Witness 2nd witness

GULSHAN ALI
Executive Engineer
Gadap Town (W/S, E&M)
K.W.&.S.C

SPECIFICATIONS

[Note for Preparing the Specifications]

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

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

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

Sample Clause: Equivalency of Standards and Codes

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

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*DRAWINGS

** (Note: The Engineer/Procuring Agency may incorporate specific Drawings for Bidding purposes only or may include the detailed drawings in a separate volume, if necessary).*

GUL HASAN ALI
Executive Engineer
Gadap Town (W/S, ESM)
K.W.&.S.C

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SPECIFICATION

GENERAL SPECIFICATION

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The work under the contract comprises of laying pipes and other civil, Electrical & Mechanical Works as shown in drawings & included in bill of quantities.

1. STANDARD SPECIFICATION.

Plant, material and workmanship shall comply with the requirements of British standard and Codes of Practice current at the time of bid.

All materials and workmanship not covered by code of practice or approved alternative shall be of such kind as is used in first class work and suitable for the climate in the area where the works are to be constructed, for which Engineer incharge's decision shall be binding.

2. Drawings.

Drawing which form part of the contract are attached in the contract Documents.

3. Record Drawings.

Within twenty-eight days of the issue of certificate of Completion, the contractor shall provide copies and drawings amended to comply with the work as built. These drawing shall include.

- General arrangement drawing of the structure, pipelines and other works.
- Longitudinal sections of the pipes and chamber's location (other then replacement or re-construction work) shall be as shown on the issued Drawings or as agreed by the Engineer Incharge.

4. MATERIAL AND SUPPLIERS OF MATERIALS.

Before ordering materials of any description intended for the works, the contractor shall obtain approval of the Engineer concern the name of the makers or suppliers proposed, a specification of the materials and details of their place of manufacture.

Materials used in the works which are, or can be in contact with the untreated waste water shall be suitable for such use and shall not contain any matter which could react with the organic and inorganic matter present in the waste water resulting any damaged deteriorating of the works and shall be in accordance with the standard for conveyance system of waste water.

5. PROGRAMME.

Before commencing the work the contractor shall submit to the engineer concerned for his approval a programme showing the order in which the proposes to carry out the works. The programme shall be in the form of a bar chart, or any other form as may be agreed by the engineer concerned, and shall clearly indicate the following.

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Gadap Town (W/S E&M)
K.W.&S.B

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(a) The sequence of each activity, the proposed start and completion dates of each activity, the rate of progress and the cumulative quantity or percentage of work expected to be achieved on each activity.

The program shall also include details of the following;

(a) A statement giving the numbers and categories of supervisory and technical staff and skilled and unskilled workers to be employed on the works.

(b) A list and type details of major constructional plant (including vehicles) which the contractor proposes to engage on the works.

(c) The contractor shall submit to the engineer concerned for his approved detailed method statements for executing all major activities including but not limited to:

- Setting out of works.
- Excavation of dewatering.,
- Disposal of suitable and unsuitable excavated materials.
- Concrete mixing, placing, compaction, finishing, curing.
- Backfilling.
- Placing reinforcement, forming construction and expansion joints and treatment.
- Laying and jointing of pipes.
- Materials and equipment to be used.
- Expected daily or weekly production and time required for completion.

(d) Details of the programme for the works (other than replacement & re-construction work) from the date of receipt of the engineer concern order to commence the works including a complete resources allocation showing the number of units and allotted time for each unit of constructional plant, materials and labor allocated to each part of the works.

6. Permit & Permission.

The contractor shall bring in the knowledge to Engineer concern sufficiently in advance about the permit and permission required from other agency / office, to enable the Engineer's Concern to make such arrangements. The contractor shall not commence any important part of work without the approval of the engineer concern.

7. WATER AND ELECTRICITY SUPPLY.

The contractor shall at his own cost make arrangement for the supply of water and electricity for the purposes of the works. The Employer may allow us of water from its

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mains, if available in the vicinity, as per commercial tariff applicable per 1000 gallons duly metered.

8. MEETING AND REPORTS.

Representative of the contractor shall attend monthly progress meeting at the offices of the Engineer concern. In addition, approved representatives of the of the contractor shall attend further meetings in cases of emergencies or for other reasons when called upon by the employer / engineer concern.

The contractor shall submit to the Engineer concern each month a report on his progress in the performance of the contract. The report shall include a copy of the approved programs with the current progress for each activity shown. No separate payment shall be made for this item. THE PROGRAMME SHOULD BE UPDATED TO SHOW HOW COMPLETION WILL BE ACHIEVED IF THEY ARE BEHIND PROGRAMME.

9. Contract Sign Board.

The contractor shall supply and erect contract signboards at location agreed by the engineer concern.

10. LEVEL DATUM.

All level stated shall be related to bench-marks established for design and shown on Drawing (Plan & Profile).

11. CONTAMINATION AND WATER SUPPLIES.

Before any person is engaged on work involving a risk to the purify of potable water supplies or deemed to involve such a risk by the engineer concern, he shall be tested to indicate that he is not a carrier of typhoid or other waterborne disease and he shall be informed of the dangers of contamination. The contractor shall notify the Engineers concern of any person who has been certified by a doctor as a suffering from an illness associated with the looseness of the bowels, and no such person shall be employed on such work until the employer's medical adviser is satisfied that it is safe for him to be so employed.

The Contractor shall comply with the provision of National Environmental Quality standards in the operation and management of his work.

The Contractor shall not run tracked or unsprang vehicles on surfaced roads without the express approval of the Engineer who may require that planking or some other protective material be used to protect the road surface.

12. EXISTING INSTALLATIONS

The Contractor shall execute the Works in such a manner as to avoid interruption and interference with the operation of the existing water and sewerage conveyance system,

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K.W.&S.C

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pumping stations and distribution systems, roads, highways existing quarters and mosque. located adjacent to the Site.

Access to the existing facilities, private or public properties and businesses shall be maintained, to the satisfaction of the Engineer concern.

The Contractor shall ensure that no earth, debris or rock is deposited on existing conduits, structures, public or private roads or rights of way as a result of the Works and all vehicles leaving the Site shall be cleaned accordingly.

The Contractor shall be responsible for the safety and security of existing services encountered during the course of execution of works and any damage to existing installation and services due to Contractor's operations shall be made good at his risk and cost. The Contractor shall gather the information of all services which require protection and relocations, falls within the area of works, from SSGC, KESC, PTCL, KW&SC, Local, Provincial and National Authorities responsible for the roads and highways along or across the site and any other agencies. The contractor shall strictly comply with the safety and precautions requirements as deemed necessary by the owner of the services.

13. UNITS OF MEASUREMENT

All designs, drainage, specifications and manuals shall use FPS (lbs, ft,s) units and all measurements, dimensions and performance data shall be quoted in those units.

14. LANGUAGES

All drawings, instructions, signs, notices, name-plates etc. for use in the operation and maintenance of the completed works shall be in English.

Warning signs shall be in Urdu and English.

15. SITE INVESTIGATION RECORDS

The site investigation if deemed necessary by the Engineer, during the execution of the work shall be carried out by the Contractor, as provided for in the Contract.

16. SAFETY AND ENVIRONMENTAL REGULATIONS ON SITE.

The Contractor shall comply with all statutory and other regulations concerning the safety of his site staff, operatives, staff of the Employer and members of the public and protection of Environment, as a result of his operations.

17. TRAFFIC REQUIREMENTS

There shall be full compliance with the code of practice 'Safety at Street Works and Road Works. Additionally, there shall be full compliance with the relevant provisions of the Traffic Safety Measures for Road Works, as continued in the Traffic Signs Manual.

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All construction concerning works in, or access to, the main road / Shahrah shall be carried out in co-operation with the roads and police authorities. The Engineer shall be informed of any requirements of, or arrangements made with, the roads and police authorities.

Where the diversion or closure of any existing carriageway, foot way or public rights of way is temporarily necessitated by the Works, then an alternative shall be provided and maintained which shall be operational before any interference with the existing way takes place.

Emergency vehicle access to all properties shall be maintained at all times.

18. COSTS

The costs for complying with this section of specification and for all other works and services specified in the Specifications or shown on Drawings and for which there is no separate item in the Bill of Quantities, no separate payment shall be made directly and the cost thereof shall be deemed to be included in the unit rates and prices of other items in the Bill of Quantities.

CHAPTER 2- THE SITE

1. SITE

The extent of the Site is defined in specifications and the drawings. The Contractor shall not use the Site for any purpose not required by the Contract.

2. CLEARANCE AND REINSTATEMENT OF SITE.

The Contractor shall clear the Site of all vegetation, trees, hutments, obstructions, temporary structures, any organic / inorganic waste, heaps, dumps etc. to the extent required by the Engineer Concern for checking the setting-out) The Contractor shall also ensure that the parts of the Site to be occupied by the Works are clear and maintain the remainder of the Site as may be required for access and Works areas.

Work along roads shall not obstruct the traffic or block access to properties Where required temporary diversion with safety signs and warning lights shall be provided in consultation with the concerned roads department/agency.)

The Contractor shall remove the material arising from site clearance and dispose off it in a manner and at a location, away from the site and inhabitant areas, no obstruction shall be caused to the existing traffic and adjacent properties and no excavated material shall be dumped or stock pile at site but removed directly to disposal areas identified by the Contractor, to the approval of the Engineer.

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Gadap Town (WS) Estate
KWSB&S.C

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... of stationery shall be allowed to come nearer than 1.5 m of the existing water, gas and sewage conveyance Pipeline/ structures. For this purpose such structures and pipelines shall be protected by erecting warning fence or barricades.

The Contractor shall fill and make good with appropriate materials those cavities and losses of soil which result from clearing the parts of the Site not subsequently to be occupied by the Works.

3. CONDITION OF SITE

The Contractor shall maintain the Site in a neat, tidy and healthy condition for the whole of such time as he is responsible for the care of the Works

4. PERMITS

The Contractor shall be fully responsible for obtaining necessary permits and permissions, except those normally obtained by the Employer or Engineer, prior to commencement of the Works.

5. COSTS

The costs for complying with this section of specification shall not be paid separately and shall be included in the Contractor's rates and prices of the Bill of Quantities unless other wise specified or provided for in the Bill of Quantities.

CHAPTER 3 - EARTHWORKS

1. EXCAVATION IN ROADS

Excavation in or across roads and streets shall be carried out with the permission of and in accordance with the operating procedure of the concerned road or Highway Agency/ Department.

2. SUPPORTING EXCAVATIONS

The sides of excavations shall be adequately supported at all times and, except where described in or permitted under the Contract, shall not be battered.

3. SAFETY OF EXCAVATION AND ADJACENT STRUCTURES.

The proposed Trunk Sewers of different sections are to be laid in the vicinity the existing services / structures. The Contractor shall provide support necessary to ensure the stability of the excavation and the existing services and other structures.

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4. SLIPS, FALLS AND EXCESS EXCAVATION.

The Contractor shall prevent slips and falls of material from the sides of the excavation.

The Contractor should make sure the availability of adequate resources at site to deal with any slips or falls situation. In the event of slips or falls occurring in the excavations, and where excavations are made in excess of the dimensions of the works, the voids so formed shall be filled by the Contractor. When such voids, in the opinion of the Engineer Incharge, may affect the stability of the ground for the support of the works, or of the adjacent structures and services, the Contractor shall fill the void solid with lean concrete. In other cases the Contractor shall fill the voids with selected excavated material placed and compacted to the approval of the Engineer Incharge. No additional cost shall be made for material fill to protect trench.

There shall be no additional payments for preventing slips, falls and excess excavation, beyond the excavation pay-line shown on drawings, and it deemed to be covered in relevant BOQ pay item for excavation.)

5. DEWATERING.

The Contractor shall keep all concrete works and pipeline excavation clear of water during construction. Water shall not be allowed to pond anywhere within excavations, Any drainage sumps required shall, where practicable, be sited outside the area excavated for the Works and shall be refilled with appropriate material to the level of the adjacent permanent works. The method of keeping excavations clear of water, dewatering, and disposal of water, shall be followed as directed by the Engineer concern.

The Contractor shall ensure that sufficient standby pumps are on Site at all times to avoid any interruption in continuity of the dewatering.

6. BACKFILL AND FILL

Unless otherwise specified or approved the material used for backfill and fill shall be material selected from the excavated material of particle size not exceeding 100 mm.

Backfilling shall not commence until the Works to be covered and after approval has been given by the Engineer for filling or backfilling to commence, the operation shall start immediately and shall continue until the work is completed in the part of the Works for which the approval is given.

7. COMPACTION OF FILL AND BACKFILL.

The Contractor shall deposit fill or backfill in layers of uniform depth not exceeding 200 mm thick and shall compact it by methods and with the use of such Constructional Plant as are necessary to achieve the degree of compaction specified.

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Executive Engineer
Gadap Town (WS E&M)
K.W.&.S.C

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material prior to and during compaction so that its moisture content lies within a range of values suitable for the fill material.

8. DISPOSAL OF SURPLUS MATERIAL

Surplus material shall be disposed of away from site. No surplus material shall be left at site / work place or dumped in the beds of river, drains and channels.

9. SURPLUS MATERIAL DUMPS

Surplus materials may be dumped at sites designated by Local Authorities/ City Govt for the purpose and according to their instruction.

10 CONSTRUCTION METHODS

Laying of pipes shall be carried out using only suitable excavation equipment / machinery of such types and in such numbers as is appropriate to a contract of the scale and complexity of this Contract. Use of vibratory or pneumatic equipment for excavation is not permitted unless specifically permitted by the Engineer Incharge. The heavy earthmoving equipment shall not be brought within a distance of 1.2 meter from the face of the existing / sewer conduit/ service and no equipment shall be allowed over these. Full details of the Contractor's proposed method of working and earth moving plant shall be provided in case of deployment of heavy machineries.

11 ROCK

During laying of pipes where rock is required to be excavated, before commencement of excavation in rock the Contractor shall demonstrate to the satisfaction of the Engineer his inability to excavate without resort to heavy percussion tools complete with rock bits, or hydraulic wedges. Where reasonable progress can be made with the aid of ripping tools the material will not be considered to be rock.

Use of jack hammers, and vibratory tools in proximity of existing services/structures shall only be allowed by the Engineer after determining the contractor inability to excavate such portion with the aid of ripping tools, all at the risk of contractor.

CHAPTER-4

1. CONCRETE AND REINFORCEMENT.

(a) CEMENT

Unless otherwise specified the cement used in the works shall be ordinary Portland cement (OPC). Complying with BS EN 197-1:2000, for the site shall be deemed to be at a tropical climate. The contractor shall obtained approval from engineer's concern for the use of cement at site.

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(b) AGGREGATES

Find aggregates shall consist of natural sand, while course aggregates for single sized aggregates to the nominal maximum size for the class of concrete shall be made up of 40mm, 20mm & 10mm single sized. (Where 40 mm nominal maximum size coarse aggregate is specified it shall consist of a mix of 40 mm single sized aggregate, 20 mm single sized aggregate and 10 mm single sized aggregate).

(c) REINFORCEMENT

All reinforcement shall be mild steel deformed bars confirming to ASTM. The reinforcement at the time of incorporation in the works shall be clean and free from damages, oil or grease, loose rust or mill scale.

The contractor shall place and fixed steel reinforcement accurately in the position show on drawing and shall ensure that it remains rigidly in that position during the placing of concrete.

(d) LEAN CONCRETE.

Lean concrete shall consist of ordinary portland cement and combined course and find aggregate mixed in the proportion by dry weight of one part of cement to twelve parts of aggregate. The amount of free water in the mix shall be about 06% of the total dry weight of material.

CHAPTER NO.5

1. MEETINGS AND REPORTS

Approved representative of the contractor shall attend meetings at the office of the Engineer's Concern, when called upon, for the purposes of contract administration. Such meeting, unless otherwise agreed, shall not be less frequent than once a month.

2. I.T. FACILITATION

Contractor shall provide IT resource person with instrument / devices. The resource shall remain available with XEN (concerned) on full time basis. The contractor shall supply digital soft copies and color positive prints of photographs, not less than 200 mm by 225 mm size of such portion of the work in progress and completed. The soft copies of each photograph shall be delivered to the Engineer concern with the prints. No prints from these soft copies shall be supplied to anyone without the written permission of the engineer concern.

Video recording shall be taken for uploading on Social Media Sites through the Engineer concern. Uploading cost shall be borne by the contractor accordingly.

GULSHAN ALI
Executive Engineer
Gadap Town (W/S, E&S)
K.W.&.S.C

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The contractor shall make available one digital camera with built in GPS, 20 X optical Zoom with 32 GB memory card for the sole use at site for the purpose of the project video recording + photographs all at his cost.

3. SURVEYING INSTRUMENTS AND SURVEYORS

The contractor shall provide and maintain the following minimum survey equipment on site for the sole use at site till the duration of the contract.

- Automatic Level.
- Level Staff.
- Ranging Rods.
- Tripod stand.
- Measuring steel Tape 100 ft.

The Contractor shall provide a competent and experienced surveyor with two assistants and necessary labor for the survey work.

The Contractor shall not be entitled to separate payment for the provision of the above equipment services, survey staff and their transport.

4. TRANSPORT.

The contractor shall provide vehicle (Crane Mounted Loading vehicle), round the clock at the disposal of engineer's concerned.

Necessary skilled and un-skilled labor & supervisor available on vehicle. The provision of I.T equipments for video recording / photography of the work or part of the Work, shall also available with vehicle.

Insurance for vehicle amount be comprehensive and includes, periodical maintenance / part replacement, if required and fuel, with wages of Driver & cleaner.

5. COST.

The cost for complying with engineer concern's Requirement is having no separate item in the bill of Quantities. No separate payment shall be made directly and the cost thereof shall be deemed to be included in the unit rates and prices of other items in the bill of quantities.

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Gadap Town (W/S, E&M)
K.W.&.S.C

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Work No. 2

KARACHI WATER AND SEWERAGE CORPORATION

PROCUREMENT OF WORKS
(For Contracts Costing up to Rs.2.5 Million)

(Tender Through SPPRA / PPMS)

-: Name of Work :-

"ANNUAL REPAIR, MAINTENANCE & REPLACEMENT, SULICE VALVES I/C 6" 8" & 10" DIA, CONSTRUCTION CHAMBER OF DIFFERENT UC'S OF DIFFERENT PLACES UNDER GADAP TOWN."

-: Office Adress :-

GADAP TOWN (WATER)

Interconnection Pumping Station, Dumlottee
Road Near Memon Goth District Malir-B, Karachi.

Executive Engineer, Contact # 0336-3725727

BIDDING DATA

(a).	*Nature of Procuring Agency*	:	*KARACHI WATER & SEWERAGE CORPORATION.*
(b).	*Brief Description of Work*	:	*ANNUAL REPAIR, MAINTENANCE & REPLACEMENT, SULICE VALVES I/C 6" 8" & 10" DIA, CONSTRUCTION CHAMBER OF DIFFERENT UC'S OF DIFFERENT PLACES UNDER GADAP TOWN.*
(c).	*Procuring Agency's Address*	:	*ST-6, BLOCK – 6 Near T.O Clinic, Gulshan-e-Iqbal Karachi.*
(d).	*Estimated Cost*	:	*73,06,391/=*
(e).	*Amount of Bid Security*	:	Rs. 1,50,000 of estimated cost.
(f).	*Period of Bid Validity (Days)*	:	*90 Days, (Not more than ninety days).*
(g).	*Security Deposit (Including bid security)*	:	05% *(10% Including* Rs. 1,50,000/= *of bid security not exceeding 10%.*
(h).	*Performance Security*	:	*05%*
(i)	*Percentage, if any, to be deducted from bills*		*(10% Security Deposit, 08% Income Tax, 1.5% Water Charges, 05% SST-(as per policy).*
(j).	*Deadline for submission of Bid on *EPADS* portal Along with time*	:	*(29/12/2025 at 02:00 PM. (palace of submission at the below address)*
(k).	*Venue, Time and date of Bid opening of Bid Opening:*	:	*Office of the Account Officer (Sewerage) / Secretary Maintenance Works KW&SC, Room No.12-A First Floor Block- "C" 9th Mile Karsaz Shahrah-e-Faisal Karachi, in the presence of Tender of their authorized representative on the dated & time.* (29/12/2025 at 02:30 PM.).
(l).	*Time of completion from written order to complete.*	:	*180 Days.*
(m).	*Liquidity Damages:*	:	*0.5% of Estimate cost or sanctioned cost per day of delay, but not exceeding 10%.*

(GULSHAN ALI)
EXECUTIVE ENGINEER
GADAP TOWN (WATER)
K.W.&.S.C.

KARACHI WATER & SEWERAGE CORPORATION
OFFICE OF THE EXECUTIVE ENGINEER
GADAP TOWN, (WATER)
DISTRICT MALIR - B.
Cell: 0336-3725727.

(BILL OF QUANTITIES)

Subj:- **ANNUAL REPAIR, MAINTENANCE & REPLACEMENT, SULICE VALVES I/C 6" 8" & 10" DIA, CONSTRUCTION CHAMBER OF DIFFERENT UC'S OF DIFFERENT PLACES UNDER GADAP TOWN.**

Sr.	Description of Work	Quantity	Rates	In Words	Unit	Amount
1	2	3	4	5	6	7
1	providing C.I sluice valve heavy pattern test pressure 2-10 kg / sq cm or 300 lbs/sq inch (imported).					
	6" Inch Dia.	20 Nos.	17500.00	Seventeen Thousand Five Hundred Only.	Each	350000.00
	8" Inch Dia.	23 Nos.	21500.00	Twenty One Thousand Five Hundred Only.	Each	494500.00
	10" Inch Dia.	23 Nos.	55000.00	Fifty Five Thousand Only.	Each	1265000.00
2	Fixing of Sluice Valve with 2-cast iron tail pieces one end flanged and other with socket including the cost of nuts bolts and rubber packing labour etc complete.					
	6" Inch (160 MM).	20 Nos.	6063.00	Six Thousand Sixty Three Only.	Each	121260.00
	8" Inch (200 MM).	23 Nos.	9254.00	Nine Thousand Two Hundred Fifty Four Only.	Each	212842.00
	10" Inch (250 MM).	23 Nos.	11384.00	Eleven Thousand Three Hundred Eighty Four Only.	Each	261832.00
3	Full hire charges of the pumping set per day inclusive of wages of driver and Assistant fuel or electric energy plate forms required for placing pumps etc at lower depth with suction and delivery pipe for pumping out water found at various depth from trenches i/c the cost of errection and dismantling after completion of the job. Hire charges of pumping set upto 10 HP pumping out water from 10 ft deep trench.	84 Days.	7468.80	Seven Thousand Four Hundred Sixty Eight & Eighty Paisa Only.	P/Day	627379.20
4	Construction of CC block masonry chamber of size as required dimension with 24" x 24" C.I cover (weight 65 kg in 6" Thick RCC 1:2:4 slab with steel 1/2" tor bar @ 6" C/C with betup 1/4" bar @ 8" c/c distribution bar 6" thick CC Block Masonry walls set in 1:6 C.M 6" thick c.c. 1:4:8 in foundation 2" thick c.c flooring 1/2" thick cement plaster to all inside walls surface from top to button, outer side walls up to 1 0" deep 5 /8" bar footrest at every 2-0" deep from top i/c excavation, dewatering, curing & refilling the excavated stuff etc complete. (As Per R.A 4x4x4)	22 Nos.	76797.00	Seventy Six Thousand Seven Hundred Ninety Seven Only.	Each	1689534.00

Subj:- **ANNUAL REPAIR, MAINTENANCE & REPLACEMENT, SULICE VALVES I/C 6" 8" & 10" DIA, CONSTRUCTION CHAMBER OF DIFFERENT UC'S OF DIFFERENT PLACES UNDER GADAP TOWN.**

Sr.	Description of Work	Quantity	Rates	In Words	Unit	Amount
1	2	3	4	5	6	7
5	Construction of CC block masonry chamber of size as required dimension with 24" x 24" C.I cover (weight 65 kg in 6" Thick RCC 1:2:4 slab with steel 1/2" tor bar @ 6" C/C with betup 1/4" bar @ 8" c/c distribution bar 6" thick CC Block Masonry walls set in 1:6 C.M 6" thick c.c. 1:4:8 in foundation 2" thick c.c flooring 1/2" thick cement plaster to all inside walls surface from top to button, outer side walls up to 1-0" deep 5 /8" bar footrest at every 2-0" deep from top i/c excavation, dewatering, curing & refilling the excavated stuff etc complete. (As Per R.A 6x6x6).	14 Days.	163146.00	One Lac Sixty Three Thousand One Hundred Fourty Six Only.	P/Day	2284044.00
					Total	**7,306,391.00**

(Gulshan Ali Sheikh)
Executive Engineer
Gadap Town (Water)
K.W.&.S.C

I/we hereby quoted _____% Above / Below / At Par the Composite Schedule

Rats (CSR) Rs._____ total Above / Below/ At Par Rs._____

In Words (Rupees _____

_____

Sign & Seal

INVITATION FOR BIDS

LETTER FOR INVITATION FOR BID

Date:- _____

Bid Reference No:- _____

1. The procuring Agency, Karachi Water & Sewerage Corporation, invites e-bids from interested firms or bidder and should have valid registration with Sindh Revenue Board (SRB), Federal Board of Revenue (FBR) on active Taxpayer List (TPL) as well as (PEC) Registration certificate along-with speciation in relevant filed, GST Registration Certificate (where applicable) in the appropriate specific work with the Procurement Agency for the work of "***ANNUAL REPAIR, MAINTENANCE & REPLACEMENT, SULICE VALVES I/C 6" 8" & 10" DIA, CONSTRUCTION CHAMBER OF DIFFERENT UC'S OF DIFFERENT PLACES UNDER GADAP TOWN***".

2. (enter the title, type, and financial volume of work), which be completed in 180 Day's, of completion (entire appropriate time period).

3. Biding documents shall be download from the website of "EPADS" (http://portalsindh.eprocurement.gov.pk) of SPPRA Sindh and its Tender(s) cost as mentioned in the "NIT" in the shape of Pay-order / Demand (non- refundable), shall be submit before the time of announcement of e-bid.

4. All bids must be accompanied by a Bid Security in the amount of required 2% of bid price in the shape of (pay order / Demand Draft / Bank Guarantee) and same must be submitted Physically in the office of the Accounts Officer (Sewerage) / Secretary Maintenance Works KW&SC, Room No.12- A first floor Block "C" 9th Mile Karsaz Shahrah-e-Faisal Karachi (indicate the address if it differs).

Note:- 1- Procuring Agency to enter the requisite information in blank spaces,

2- The Bid shell be opened within one / hour after the deadline submission of bids

(GULSHAN ALI)
EXECUTIVE ENGINEER (WATER)
K.W.&.S.C.

Instruction for preparing bids

In Terms of Rule-21(1) (c) of SPP Rules 2010 & Up to Date

1. The Participants must quote the rates both in words and figures.

2. Bid Security / Earnest Money Should be made from the A/C of the Company / Firms of the Participant.

3. Integrity Pact on the stamp Paper worth Rs:-100/Should be Enclosed with the Tender Bid.

4. Bid would not be Conditional and telegraphic.

5. Bid Should be accompanied by bid security of required amount.

6. Bid should be received within specified date and time.

7. The firm will not be black listed firms.

8. Uploaded documents should not be found forged at any stage.

9. Pay-order of the Bid security should be summited Physically in the Office of Accounts Officer (Sewerage) / Secretary Maintenance Works KW&SC, Room No 12-A first floor Block "C" 9th Mile Karsaz Shahrah-e-Faisal Karachi before opening of the Bid

10. Mandatory requirement of valid PEC Registration, FBR (Active Taxpayer List). and SRB (Sindh Revenue Board) in case of Supply items GST Registration.

11. Experience and Financial certificate as per "NIT.

12. Bid must be signed with stamp, address and contact number.

13. All applicable taxes including SST/SRB will be deducted from Grass amount of bill.

14. The bill should be routed through consultant.

(GULSHAN ALI)
EXECUTIVE ENGINEER (WATER)
K.W.&.S.C.

Evaluation Criteria Sheet
In Terms of Rule-21 (1) (h) Rule-21 (A) of SPP Rules 2010 &

(Amended 2023)

- The Bidder should have valid registration with Sindh Revenue Board (SRB), Federal Board of Revenue (FBR) on active Taxpayer List (TPL) as well as PEC Registration certificate along with speciation in relevant filed. GST Registration Certificate (where applicable) and copy must be available with Tender.
- Affidavit that, has never been black listed and copy of the same must be uploaded with tender.
- The Pay-order of required Bid Security/Earnest Money should be made from the A/c of the Company/ Firm of the participant as mentioned in "NIT" and must be available with the tender.
- At least one similar nature of work having minimum cost 80% of the estimated cost of the work or at least two similar nature works each having minimum 50% of the estimated cost.
- Average Annual Financial Turn-over not less than equivalent cost of the estimate during last Five (5) years.
- Provide details of required machinerics specify its ownership or on rental arrangement. At least one registered as Engineer (P.E from PEC) having valid PEC registration/technical staff with firm, as specify in chapter No.05 of specification which is mandatory to comply.
- All required information shall be uploaded with the tender document on the website (http://portalsindh cprocurement.gov.pk) of "EPADS" SPPRA Sindh along with company profile with Bidding documents, to assess the eligibility of a contractor firm. If a firm fails to comply with any of the criteria above, shall be considered 'FAILED" and eliminated from detail evaluation process.

(GULSHAN ALI)
EXECUTIVE ENGINEER (WATER)
K.W.&.S.C.

Name of work:- ***ANNUAL REPAIR, MAINTENANCE & REPLACEMENT, SULICE VALVES I/C 6" 8" & 10" DIA, CONSTRUCTION CHAMBER OF DIFFERENT UC'S OF DIFFERENT PLACES UNDER GADAP TOWN",***

Integrity Pact

DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC. PAYABLE BY THE SUPPLIER OF GOODS, SERVICES & WORKS INCONTRACTS WO BILL RS.10.00 MILLION/ OR MORE.

Dated: _____.

Contract Number: _____.

Contract Value: **Rs.** _____ **/=**

Contract Title: _____.

_____.

(Name of Supplier / Contractor / Consultant) 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 Supplier / Contractor / Consultant)** represents and warrants that it has fully declared the brokerage, commission, fees etc., paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fees or kickback, whether described as consultation fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit, in whatsoever form, from Procuring Agency (PA) except that which has been expressly declared pursuant hereto.

(Name of Supplier / Contractor / Consultant) certifies that it has made and will make full disclosure of all agreement s and arrangements with all person in respect of or related to the transaction with PA and has not taken and action or will not take any action to circumvent the above declaration, representation or warranty.

(Name of Supplier / Contractor / Consultant) accepts full responsibility and strict liability for making any false decoration, 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 or procured as aforesaid shall, without prejudice to any other right and remedies available to PA under any law, contract or other instrument, be voidable at the option of PA.

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

Name of procuring Agency: _____ **Name of Contractor;** _____

Signature: _____ GULSHAN ALI Executive Engineer Gadap Town (W.S. E&M) K.W.&S.C.

Signature: _____

INSTRUCTIONS TO PROCURING AGENCIES

INSTRUCTIONS TO PROCURING AGENCIES
(Not to be included in Bidding Documents)

A. Basis of Documents

These Documents have been prepared as a global document intended to be used by different agencies/users according to their requirements. This document is envisaged for National Competitive Bidding (NCB), meant for use for Works costing not more than Rs. 25 Million. These documents may be tailored according to the scope of works as well as in case of contracts on International Competitive Bidding (ICB) basis, funded by international financial institutions/donors, with payments in foreign currencies. Procuring agencies are then to tailor the relevant clauses to suit their requirements including appropriate modifications in the relevant sections of the documents in the light of SPPRA Bidding Documents for Large Works.

The Procuring Agency is expected to manage the Contract itself. The role of Engineer may be added by the Procuring Agency, if the Procuring Agency wishes to engage a consultant. The role of the Engineer with specific delegated powers under various clauses of Instructions to Bidders such as clarifications of Bid Documents, Amendment of Bid Documents, evaluation of Bids etc. and to administer the Contract under various clauses of Conditions of Contract should have been specified. The Procuring Agency will be required to set out in the specifications and drawings the full scope of work including the extent of design to be done by the Contractor, if any.

B. Contents of Documents

As stated in Clause IB.4 of Instructions to Bidders, the complete Bidding Documents in addition to Invitation for Bids shall comprise items listed therein including any addendum to Bidding Documents issued in accordance with IB.6. The Standard Form of Bidding Documents (for Small Contracts) includes the following:

1. Instructions to Bidders & Bidding Data
2. Form of Bid & Schedules to Bid
3. Conditions of Contract & Contract Data
4. Standard Forms
5. Specifications
6. Drawings, if any

In addition, Instructions to procuring agencies are also provided at various locations of this document within parenthesis or as a Note(s). Procuring agencies are expected to edit or finalise this document accordingly, by filling in all the relevant blank spaces and forms as per the scope of the work, deleting all notes and instructions intended to help the bidders.

The procuring agency is required to prepare the following for completion of the Bidding Documents:

(i) Invitation for Bids

M. SHAN ALI
Executive Engineer
Gadap Town (WIS Exp.)
K.W.S.B.C

(ii) Bidding Data
(iii) Schedules to Bid (Samples)
(iv) Schedule of Prices (Format)
(v) Contract Data
(vi) Specifications
(vii) Drawings, if any

The Procuring agency's attention is drawn to the following while finalizing the Bidding Documents.

C. Notice Inviting Tender/ Invitation for Bids/ Request for Expression of Interest

The "Notice Inviting Tender" is meant for publication of tenders for calling bids in the newspapers and SPPRA Website.

The blank spaces wherever shown are required to be filled by the Procuring Agency before issuance of Bidding Documents.

The Procuring Agency may modify para 1 of Notice Inviting Tender as per its requirements. The notice should be published so as to give the interested bidders sufficient working period for preparation and submission of bids – not less than 15 days for National Competitive Bidding and 45 days for International Competitive Bidding (SPP Rule 18).

1. The eligible bidders are defined in IB.2; the text can be amended by the Procuring Agency as deemed appropriate.

2. The non-refundable fee for the sale of Bidding Documents should be nominal so as to cover printing/reproduction and mailing costs and to ensure that only bona-fide bidders shall apply (SPP Rule 20).

3. The amount of Bid Security should be a lump sum figure or a percentage, but not less than 1% and more than 5% of bid price and should be in accordance with IB.13.1 (SPP Rule 37).

4. If the venue of receipt of bids and the opening of bids is the same, the times for receipt and opening of bids are to be entered in last Para of the Notice Inviting Tender, otherwise indicate the name, address and exact location for the opening of bids. However the date for the receipt and the opening of bids shall be same (SPP Rule 41).

D. Instructions to Bidders

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

The Instructions to Bidders can be used as given. Procuring agency may have to make changes under Bidding Data.

The Procuring Agency's or Engineer's Representative, if any, shall exercise powers of the Engineer/Procuring Agency under and in connection with Clauses IB.5, IB.6, IB.16, etc. In

GHULAM SHABBIR ALI
Executive Engineer
Gadap Town (W&S, E&M)
K.W.&.S.B

case an Engineer has been appointed by the Procuring Agency, the aforesaid clauses may be modified accordingly to specify the role of the Engineer by the Procuring Agency, otherwise the Engineer's reference wherever exist, except Sub-Clause 1.1.20 & Clause 15 of Conditions of Contract and Item 1.1.20 of Contract Data, shall be deleted.

E. Bidding Data

The blank spaces wherever shown in Bidding Data are required to be filled by the Engineer/Procuring Agency before issuance of Bidding Documents.

1. Contents of IB.10.3 may be retained or modified by the Procuring Agency.
2. Procuring Agency should insert required experience in IB.11.2.
3. Referring to IB.14.1, the period of bid validity may range from 30 to 90 days depending upon the size and nature of the works. Number of days shall be filled in as per Procuring Agency's requirements.
4. Contents of IB.16.3 to IB.16.8 may be retained or modified by the Procuring Agency in accordance with its requirements.

F. Schedules to Bid

Specimen of Schedules to Bid including format of Schedule of Prices are provided in this document. The Procuring Agency may add/delete/modify as per its requirement.

The blank spaces wherever shown are required to be filled by the Engineer/Procuring Agency before issuance of Bidding Documents except those required to be provided by the Contractor.

G. Conditions of Contract

The procuring agency while preparing Contract Data, shall ensure that no Clause of Conditions of Contract is deleted and that the changes included in Contract Data shall be such as not to change the spirit of the document. Any adjustment or change in clauses of Conditions of Contract to meet specific project features shall be made with care and incorporated in Contract Data.

H. Contract Data

The blank spaces wherever shown are required to be filled by the Engineer/Procuring Agency before issuance of Bidding Documents.

1. Referring to Sub-Clause 1.1.1 of Conditions of Contract, the Engineer/Procuring Agency may add, in order of priority, such other documents as to form part of the Contract, in Sub-Clause 1.3 of the Contract Data.

2. The Procuring Agency's Representative, if any, shall exercise powers of the Procuring Agency under and in connection with Sub-Clauses 1.3, 2.3, 4.2, 4.3, 5.1, 7.3, 8.2, 9.1, 9.2, 10.1, 10.2. 10.5, 11.1, 11.5, 12.1, 13.2 and 14.1 of the Conditions of Contract. In case an Engineer has been appointed by the Procuring Agency, the aforesaid clauses may be modified accordingly by the Procuring Agency.

GULSHAN ALI
Executive Engineer
(WS E&M)

3. The sum insured for different insurances including minimum amount of third party insurance should be assessed by the Engineer/Procuring Agency and entered in Contract Data. Such insurance cover shall be carried out with Insurance Company having at least AA rating from PACRA / JCR in the favour of the procuring agency.

4. The time for completion of the whole of the works should be assessed by the Engineer/Procuring Agency and entered in the Contract Data.

5. The Conditions of Contract contain no overall limit on the Contractor's liability. The amount of **liquidated damages** per day of delay shall be entered by the Engineer/Procuring Agency in Contract Data. Usually the liquidated damages are set between **0.05 percent and 0.10 percent per day and the maximum limit as 10 percent of contract price stated in the Letter of Acceptance.**

6. Any amendment and/or additions to the Conditions of the Contract that are specific to a given Bid/Contract should be included by the Procuring agency. This may include but not be limited to the provisions regarding the following:

   a) Terms of Payment should be prepared and incorporated in Contract Data by the Engineer/Procuring Agency.

   b) The Engineer/Procuring Agency to make sure that all taxes and duties are included by the Bidders/Contractors in their prices.

I. Specifications

To be prepared and incorporated by the Engineer/Procuring Agency

J. Drawings

To be prepared and incorporated by the Engineer/Procuring Agency, if required.

G.M. SHAN ALI
Executive Engineer
Cadap Town (W/S, E&M)
K.W.&.S.C

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GULSHAN ALI
Executive Engineer
Codap Town (WIS, E&M)
K.W.&S.C

INVITATION FOR BIDS

INVITATION FOR BIDS

Date: _____
Bid Reference No.: _____

1. The Procuring Agency, _____ [*enter name of the procuring agency*], invites sealed bids from interested firms or persons licensed by the Pakistan Engineering Council in the *appropriate* category(*not required for works costing Rs 2.5 million or less) and/or duly* pre-qualified(*if pre-qualification is done for specific scheme/project)* with the Procuring Agency for the Works, _____ |*enter title, type and financial volume of work*], which will be completed in _____ [*enter appropriate time period*] days.

2. A complete set of Bidding Documents may be purchased by an interested eligible bidder on submission of a written application to the office given below and upon payment of a non-refundable fee of Rupees _____(*Insert Amount).* Bidders may acquire the Bidding Documents from the Office of the Procuring Agency, at_____ (Mailing Address).

3. All bids must be accompanied by a Bid Security in the amount of Rs. _____ (Rupees _____) or _____percentage of bid price in the form of (*pay order / demand draft / bank guarantee*) and must be delivered to_____(*Indicate Address and Exact Location*) at or before _____ hours, on _____ (Date). Bids will be opened at _____ hours on the same day in the presence of bidders' representatives who choose to attend, at the same address [*indicate the address if it differs*].

[Note: 1. *Procuring Agency to enter the requisite information in blank spaces.*
2. *The bid shall be opened within one hour after the deadline for submission of bids.]*

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INSTRUCTIONS
TO BIDDERS
&
BIDDING DATA

Notes on the Instructions to Bidders

This section of the bidding documents should provide the information necessary for bidders to prepare responsive bids, in accordance with the requirements of the Procuring Agency. It should also give information on bid submission, opening and evaluation, and on the award of contract.

Matters governing the performance of the Contract or payments under the Contract, or matters affecting the risks, rights, and obligations of the parties under the Contract are not normally included in this Section, but rather in the appropriate sections of the *Conditions of Contract* and/or *Contract Data*.

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INSTRUCTIONS TO BIDDERS

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

A. GENERAL

IB.1 Scope of Bid & Source of Funds

1.1 Scope of Bid

The Procuring Agency as defined in the Bidding Data (hereinafter called "the Procuring Agency") wishes to receive Bids for the Works summarized in the Bidding Data (hereinafter referred to as "the Works").

Bidders must quote for the complete scope of work. Any Bid covering partial scope of work will be rejected as non-responsive.

1.2 Source of Funds

The Procuring Agency has arranged funds from its own sources or *Federal/ Provincial /Donor agency or any other source,* which may be indicated accordingly in bidding data towards the cost of the project/scheme.

IB.2 Eligible Bidders

2.1 Bidding is open to all firms and persons meeting the following requirements:

a) duly licensed by the Pakistan Engineering Council (PEC) in the appropriate category for value of works.

Provided that the works costing Rs. 2.5 million or less shall not require any registration with PEC .

b) duly pre-qualified with the Procuring Agency. (*Where required*).

In the event that prequalification of potential bidders has been undertaken, only bids from prequalified bidders will be considered for award of Contract.

c) if prequalification has not undertaken , the procuring agency may ask information and documents not limited to following:-

(i) company profile;
(ii) works of similar nature and size for each performed in last *3/5* years;
(iii) construction equipments;
(iv) qualification and experience of technical personnel and key site management;

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(v) financial statement of last 3 years;
(vi) information regarding litigations and abandoned works if any.

IB.3 Cost of Bidding

3.1 The bidder shall bear all costs associated with the preparation and submission of its bid 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 (SPP Rules 24 & 25).

B. BIDDING DOCUMENTS

IB.4 Contents of Bidding Documents

4.1 In addition to Invitation for Bids, the Bidding Documents are those stated below, and should be read in conjunction with any Addendum issued in accordance with Sub-Clause IB.6.1.

1. Instructions to Bidders & Bidding Data
2. Form of Bid, Qualification Information & Schedules to Bid
   Schedules to Bid comprise the following:
   (i) Schedule A: Schedule of Prices/ Bill of Quantities (BoQ).
   (ii) Schedule B: Specific Works Data
   (iii) Schedule C: Works to be Performed by Subcontractors
   (iv) Schedule D: Proposed Programme of Works
   (v) Schedule E: Method of Performing Works
   (vi) Schedule F: Integrity Pact (works costing Rs 10 million and above)
3. Conditions of Contract & Contract Data
4. Standard Forms:
   (i) Form of Bid Security,
   (ii) Form of Performance Security;
   (iii)Form of Contract Agreement;
   (iv) Form of Bank Guarantee for Advance Payment.
5. Specifications
6. Drawings, if any

IB.5 Clarification of Bidding Documents

5.1 A prospective bidder requiring any clarification(s) in respect of the Bidding Documents may notify the Engineer/Procuring Agency at the Engineer's/ Procuring Agency's address indicated in the Bidding Data.

5.2 An interested bidder, who has obtained bidding documents, may request for clarification

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of contents of bidding documents in writing and procuring agency shall respond to such quarries in writing within three calendar days, provided they are received at least five calendar days prior to the date of opening of bid (SPP Rule 23-1).

IB.6 Amendment of Bidding Documents (SPP Rules 22(2) & 22).

6.1 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.

6.2 Any addendum thus issued shall be part of the Bidding Documents pursuant to Sub-Clause 6.1 hereof, and shall be communicated in writing to all purchasers of the Bidding Documents. Prospective bidders shall acknowledge receipt of each addendum in writing to the Procuring Agency.

6.3 To afford interested bidders reasonable time in which to take an addendum into account in preparing their Bids, the Procuring Agency may at its discretion extend the deadline for submission of Bids.

C. PREPARATION OF BIDS

IB.7 Language of Bid

7.1 All documents relating to the Bid shall be in the language specified in the Contract Data.

IB.8 Documents Comprising the Bid

8.1 The Bid submitted by the bidder shall comprise the following:

(a) Offer /Covering Letter
(b) Form of Bid duly filled, signed and sealed, in accordance with IB.14.3.
(c) Schedules (A to F) to Bid duly filled and initialed, in accordance with the instructions contained therein & in accordance with IB.14.3.
(d) Bid Security furnished in accordance with IB.13.
(e) Power of Attorney in accordance with IB 14.5.
(f) Documentary evidence in accordance with IB.2(c) & IB.11
(g) Documentary evidence in accordance with IB.12.

IB.9 Sufficiency of Bid

9.1 Each bidder shall satisfy himself before Bidding as to the correctness and sufficiency of his Bid and of the premium on the rates of CSR / rates and prices quoted/entered in the Schedule of Prices, 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.

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9.2 The bidder is advised to obtain for himself at his own cost and responsibility all information that may be necessary for preparing the bid and entering into a Contract for execution of the Works.

IB.10 Bid Prices, Currency of Bid and Payment

10.1 The bidder shall fill up the Schedule of Prices (Schedule A to Bid) indicating the percentage above or below the Composite Schedule of Rates/unit rates and prices of the Works to be performed under the Contract. Prices in the Schedule of Prices/Bill of Quantities shall be quoted entirely in Pak Rupees keeping in view the instructions contained in the Preamble to Schedule of Prices.

10.2 Unless otherwise stipulated in the Conditions of Contract, prices quoted by the bidder shall remain fixed during the bidder's performance of the Contract and not subject to variation on any account.

10.3 The unit rates and prices in the Schedule of Prices or percentage above or below on the composite schedule of rates shall be quoted by the bidder in the currency as stipulated in Bidding Data.

10.4 Items for which no rate or price is entered by the Bidder will not be paid for by the Procuring Agency when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities.

IB.11 Documents Establishing Bidder's Eligibility and Qualifications

11.1 Pursuant to Clause IB.8, the bidder shall furnish, as part of its bid, documents establishing the bidder's eligibility to bid and its qualifications to perform the Contract if its bid is accepted.

11.2 Bidder must possess and provide evidence of its capability and the experience as stipulated in Bidding Data and the Qualification Criteria mentioned in the Bidding Documents.

IB.12 Documents Establishing Works' Conformity to Bidding Documents

12.1 The documentary evidence of the Works' conformity to the Bidding Documents may be in the form of literature, drawings and data and the bidder shall furnish documentation as set out in Bidding Data.

12.2 The bidder shall note that standards for workmanship, material and equipment, and references to brand names or catalogue numbers, if any, designated by the Procuring Agency in the Technical Provisions are intended to be descriptive only and not restrictive.

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IB.13 Bid Security

13.1 Each bidder shall furnish, as part of his bid, at the option of the bidder, a Bid Security as percentage of bid price/estimated cost or in the amount stipulated in Bidding Data in Pak. Rupees in the form of *Deposit at Call/ Payee's Order or a Bank Guarantee* issued by a Scheduled Bank in Pakistan in favour of the Procuring Agency valid for a period up to twenty eight (28) days beyond the bid validity date (*Bid security should not be below 1%.and not exceeding 5% of bid price/estimated cost SPP Rule 37*).

13.2 Any bid not accompanied by an acceptable Bid Security shall be rejected by the Procuring Agency as non-responsive.

13.3 The bid securities of unsuccessful bidders will be returned upon award of contract to the successful bidder or on the expiry of validity of Bid Security whichever is earlier.

13.4 The Bid Security of the successful bidder will be returned when the bidder has furnished the required Performance Security, and signed the Contract Agreement (SPP Rule 37).

13.5 The Bid Security may be forfeited:

(a) if a bidder withdraws his bid during the period of bid validity; or
(b) if a bidder does not accept the correction of his Bid Price, pursuant to Sub-Clause 16.4 (b) hereof; or
(c) in the case of a successful bidder, if he fails within the specified time limit to:

(i) furnish the required Performance Security or
(ii) sign the Contract Agreement.

IB.14 Validity of Bids, Format, Signing and Submission of Bid

14.1 Bids shall remain valid for the period stipulated in the Bidding Data after the date of bid opening.

14.2 In exceptional circumstances, Procuring Agency may request the bidders to extend the period of validity for a additional period but not exceeding 1/3 of the original period.The request and the bidders' responses shall be made in writing or by cable. A Bidder may refuse the request without forfeiting the Bid Security. A Bidder agreeing to the request will not be required or permitted to otherwise modify the Bid, but will be required to extend the validity of Bid Security for the period of the extension, and in compliance with IB.13 in all respects (SPP Rule 38).

14.3 All Schedules to Bid are to be properly completed and signed.

14.4 No alteration is to be made in the Form of Bid except in filling up the blanks as directed. If any alteration be made or if these instructions be not fully complied with, the bid may be rejected.

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14.5 Each bidder shall prepare Original and number of copies specified in the Bidding Data of the documents comprising the bid as described in IB.8 and clearly mark them "ORIGINAL" and "COPY" as appropriate. In the event of discrepancy between them, the original shall prevail.

14.6 The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign (in the case of copies, Photostats are also acceptable). This shall be indicated by submitting a written Power of Attorney authorising the signatory of the bidder to act for and on behalf of the bidder. All pages of the bid shall be initialed and official seal be affixed by the person or persons signing the bid.

14.7 The Bid shall be delivered in person or sent by registered mail at the address to Procuring Agency as given in Bidding Data.

D. SUBMISSION OF BID

IB.15 Deadline for Submission, Modification & Withdrawal of Bids

15.1 Bids must be received by the Procuring Agency at the address/provided in Bidding Data not later than the time and date stipulated therein.

15.2 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 and Contract Data; and
(c) provide a warning not to open before the specified time and date for Bid opening as defined in the Bidding Data.
(d) in addition to the identification required in 15.2, the inner envelopes shall indicate the name and address of the Bidder to enable the Bid to be returned unopened in case it is declared late.
(e) 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.

15.3 Bids submitted through telegraph, telex, fax or e-mail shall not be considered.

15.4 Any bid received by the Procuring Agency after the deadline for submission prescribed in Bidding Data will be returned unopened to such bidder.

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

15.6 Withdrawal of a bid during the interval between the deadline for submission of bids and the expiration of the period of bid validity specified in the Form of Bid may result in forfeiture of the Bid Security pursuant to IB.13.5 (a).

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E. BID OPENING AND EVALUATION

IB.16 Bid Opening, Clarification and Evaluation (SPP Rules 41, 42 & 43)

16.1 The Procuring Agency will open the bids, in the presence of bidders' representatives who choose to attend, at the time, date and in the place specified in the Bidding Data.

16.2 The bidder's name, Bid Prices, any discount, the presence or absence of Bid Security, and such other details as the Procuring Agency at its discretion may consider appropriate, will be announced by the Procuring Agency at the bid opening. The Procuring Agency will record the minutes of the bid opening. Representatives of the bidders who choose to attend shall sign the attendance sheet.

Any Bid Price or discount which is not read out and recorded at bid opening will not be taken into account in the evaluation of bid.

16.3 To assist in the examination, evaluation and comparison of Bids the Engineer/Procuring Agency may, at its discretion, ask the bidder for a clarification of its Bid. The request for clarification and the response shall be in writing and no change in the price or substance of the Bid shall be sought, offered or permitted (SPP Rule 43).

16.4 (a) Prior to the detailed evaluation, pursuant to IB.16.7 to 16.9, the Engineer/Procuring Agency will determine the substantial responsiveness of each bid to the Bidding Documents. For purpose of these instructions, a substantially responsive bid is one which conforms to all the terms and conditions of the Bidding Documents without material deviations. It will include determining the requirements listed in Bidding Data.

(b) Arithmetical errors will be rectified on the following basis:

If there is a discrepancy between the unit price and total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between the words and figures the amount in words shall prevail. If there is a discrepancy between the Total Bid price entered in Form of Bid and the total shown in Schedule of Prices-Summary, the amount stated in the Form of Bid will be corrected by the Procuring Agency in accordance with the Corrected Schedule of Prices.

If the bidder does not accept the corrected amount of Bid, his Bid will be rejected and his Bid Security forfeited.

16.5 A Bid determined as substantially non-responsive will be rejected and will not subsequently be made responsive by the bidder by correction of the non-conformity.

16.6 Any minor informality or non-conformity or irregularity in a Bid which does not constitute a material deviation **(major deviation)** may be waived by Procuring Agency.

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provided such waiver does not prejudice or affect the relative ranking of any other bidders.

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

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

(B) Minor Deviations

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.

16.7 The Engineer/Procuring Agency will evaluate and compare only the bids previously determined to be substantially responsive pursuant to IB.16.4 to 16.6 as per requirements given hereunder. Bids will be evaluated for complete scope of works. The prices will be compared on the basis of the Evaluated Bid Price pursuant to IB.16.8 herein below.

Technical Evaluation: It will be examined in detail whether the works offered by the bidder complies with the Technical Provisions of the Bidding Documents. For this purpose, the bidder's data submitted with the bid in Schedule B to Bid will be compared with technical features/criteria of the works detailed in the Technical Provisions. Other technical information submitted with the bid regarding the Scope of Work will also be reviewed.

16.8 Evaluated Bid Price

In evaluating the bids, the Engineer/Procuring Agency will determine for each bid in addition to the Bid Price, the following factors (adjustments) in the manner and to the extent indicated below to determine the Evaluated Bid Price:

(i) making any correction for arithmetic errors pursuant to IB.16.4 hereof.

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(ii) discount, if any, offered by the bidders as also read out and recorded at the time of bid opening.

(iii) excluding **provisional sums** and the provisions for **contingencies** in the Bill of Quantities **if any**, but including **Day work,** where priced competitively.

IB.17 Process to be Confidential

17.1 Subject to IB.16.3 heretofore, no bidder shall contact Engineer/Procuring Agency on any matter relating to its Bid from the time of the Bid opening to the time the bid evaluation result is announced by the Procuring Agency. The evaluation result shall be announced at least seven (07) days prior to award of Contract (SPP Rule 45). 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.

17.2 Any effort by a bidder to influence Engineer/Procuring Agency in the Bid evaluation, Bid comparison or Contract Award decisions may result in the rejection of his Bid. Whereas any bidder feeling aggrieved, may lodge a written complaint to Complaint Redressal Committee as per terms and conditions mentioned in SPP Rules 31 & 32. However, mere fact of lodging a complaint shall not warrant suspension of procurement process.

17.3 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 threatening to impair or harm, directly or indirectly, any party or the property of the party to influence the actions of a party to achieve a wrongful gain or to cause a wrongful loss to another party;

(ii) "**Collusive Practice**" means any arrangement between two or more parties to the procurement process or contract execution, designed to achieve with or without the knowledge of the procuring agency to establish prices at artificial, noncompetitive levels for any wrongful gain;

(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.

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F. AWARD OF CONTRACT

IB.18. Post Qualification

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

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

18.2 The determination will take into account the bidder's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the bidders' qualifications submitted under IB.11, as well as such other information required in the Bidding Documents.

IB.19 Award Criteria & Procuring Agency's Right

19.1 Subject to IB.19.2, the Procuring Agency will award the Contract to the bidder whose bid has been determined to be substantially responsive to the Bidding Documents and who has offered the lowest evaluated Bid Price, provided that such bidder has been determined to be qualified to satisfactory perform the Contract in accordance with the provisions of the IB.18.

19.2 Not withstanding IB.19.1, the Procuring Agency reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of Contract, without thereby incurring any liability to the affected bidders or any obligation to inform the affected bidders of the grounds for the Procuring Agency's action except that the grounds for its rejection of all bids shall upon request be communicated, to any bidder who submitted a bid, without justification of the grounds. Notice of the rejection of all the bids shall be given promptly to all the bidders (SPP Rule 25).

IB.20 Notification of Award & Signing of Contract Agreement

20.1 Prior to expiration of the period of bid validity prescribed by the Procuring Agency, the Procuring Agency will notify the successful bidder in writing ("Letter of Acceptance") that his bid has been accepted (SPP Rule 49).

20.2 Within seven (07) days from the date of furnishing of acceptable Performance Security under the Conditions of Contract, the Procuring Agency will send the successful bidder the Form of Contract Agreement provided in the Bidding Documents, incorporating all agreements between the parties.

20.3 The formal Agreement between the Procuring Agency and the successful bidder duly stamped at rate of ---% of bid price(updated from time to time) stated in Letter of Acceptance shall be executed within seven (07) days of the receipt of Form of Contract Agreement by the successful bidder from the Procuring Agency.

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KW&SC

IB.21 Performance Security

21.1 The successful bidder shall furnish to the Procuring Agency a Performance Security in the form and the amount stipulated in the Conditions of Contract within a period of fourteen (14) days after the receipt of Letter of Acceptance (SPP 39).

21.2 Failure of the successful bidder to comply with the requirements of Sub-Clauses IB.20.2 & 20.3 or 21.1 or Clause IB.22 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security.

21.3 Publication of Award of Contract: within seven days of the award of contract, the procuring shall publish on the website of the authority and on its own website, if such a website exists, the results of the bidding process, identifying the bid through procurement identifying Number if any and the following information:

(1) Evaluation Report;

(2) Form of Contract and letter of Award;

(3) Bill of Quantities or Schedule of Requirements. (SPP Rule 50)

IB.22 Integrity Pact The Bidder shall sign and stamp the Form of Integrity Pact provided at Schedule-F to Bid in the Bidding Document for all Sindh Government procurement contracts exceeding Rupees ten (10) million. Failure to provide such Integrity Pact shall make the bid non-responsive (SPP Rule 89).

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BIDDING DATA

(This section should be filled in by the Engineer/Procuring Agency before issuance of the Bidding Documents. 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.)

Instructions to Bidders
Clause Reference

1.1 **Name of Procuring Agency**

_____

_____

(Insert name of the Procuring Agency)

Brief Description of Works

_____

_____

5.1 (a) Procuring Agency's address:

_____

_____

(Insert address of the Procuring Agency with telex/fax)

(b) Engineer's address:

_____

_____

(Insert name and address of the Engineer, if any, with telex/fax.)

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

11.2 The bidder has the financial, technical and constructional capability necessary to perform the Contract as follows: *(Insert required capabilities and documents)*
i. Financial capacity: (*must have turnover of Rs-----Million);*
ii. Technical capacity: *(mention the appropriate category of registration with PEC and qualification and experience of the staff);*
iii. Construction Capacity: (*mention the names and number of equipments required for the work).*

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

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

13.1 **Amount of Bid Security**

_____

_____

(Fill in lump sum amount or in % age of bid amount /estimated cost, but not below 1% and not exceeding 5%)

14.1 **Period of Bid Validity**

_____

_____

(Fill in "number of days" not exceeding 90)

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

One original plus _____ copies.

14.6 **(a) Procuring Agency's Address for the Purpose of Bid Submission**

_____

_____

(insert postal address or location of bid box for delivery by hand)

15.1 **Deadline for Submission of Bids**

Time: _____ AM/PM on _____.

16.1 **Venue, Time, and Date of Bid Opening**

Venue: _____

Time: _____ Date: _____

16.4 **Responsiveness of Bids**

(i) Bid is valid till required period,

*(ii) Bid prices are firm during currency of contract/Price adjustment;

(iii) Completion period offered is within specified limits,

(iv) Bidder is eligible to Bid and possesses the requisite experience, capability and qualification.

(v) Bid does not deviate from basic technical requirements and

(vi) Bids are generally in order, etc.

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

(a) **Fixed Price contract:** In these contracts no escalation will be provided during currency of the contract and normally period of completion of these works is upto 12 months.

(b) **Price adjustment contract:** In these contracts escalation will be paid only on those items and in the manner as notified by Finance Department, Government of Sindh, after bid opening during currency of the contract.

Executive Engineer
Cadap Town (W/S, ESM)
K.W.S.B

FORM OF BID AND SCHEDULES TO BID

FORM OF BID
(LETTER OF OFFER)

Bid Reference No. _____

_____

_____

(Name of Works)

To:

_____

_____

_____

Gentlemen,

1. Having examined the Bidding Documents including Instructions to Bidders, Bidding Data, Conditions of Contract, Contract Data, Specifications, Drawings, if any, Schedule of Prices and Addenda Nos. _____ for the execution of the above-named works, we, the undersigned, being a company doing business under the name of and address _____ _____ and being duly incorporated under the laws of Pakistan hereby offer to execute and complete such works and remedy any defects therein in conformity with the said Documents including Addenda thereto for the Total Bid Price of Rs_____(Rupees_____) or such other sum as may be ascertained in accordance with the said Documents.

2. We understand that all the Schedules attached hereto form part of this Bid.

3. As security for due performance of the undertakings and obligations of this Bid, we submit herewith a Bid Security in the amount of _____ _____ drawn in your favour or made payable to you and valid for a period of twenty eight (28) days beyond the period of validity of Bid.

4. We undertake, if our Bid is accepted, to commence the Works and to deliver and complete the Works comprised in the Contract within the time(s) stated in Contract Data.

5. We agree to abide by this Bid for the period of _____ days from the date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

6. Unless and until a formal Agreement is prepared and executed, this Bid, together with your written acceptance thereof, shall constitute a binding contract between us.

7. We undertake, if our Bid is accepted, to execute the Performance Security

GUL MAHMOOD
Executive Engineer
Gadap Town (WIS, ESM)
K.W.S.S.C

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

8. We understand that you are not bound to accept the lowest or any bid you may receive.

9. We do hereby declare that the Bid is made without any collusion, comparison of figures or arrangement with any other person or persons making a bid for the Works.

Dated this _____ day of _____, 20

Signature _____

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

(Name of Bidder in Block Capitals)

(Seal)

Address

_____

_____

_____

Witness:

(Signature)_____

Name:_____

Address: _____

_____

GULSHAN ALI
Executive Engineer
Qadap Town (W/S, ESM)
K.W.& S.C

[SCHEDULES TO BID INCLUDE THE FOLLOWING:

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

GUL HAN ALI
Executive Engineer
Cadap Town (W/S ESM)
K.W.S.S.C

SCHEDULE – A TO BID

SCHEDULE OF PRICES

Sr. No.		Page No.
1.	Preamble to Schedule of Prices.....	24
2.	Schedule of Prices.....	26
	*(a) Summary of Bid Prices	
	* (b) Detailed Schedule of Prices /Bill of Quantities (BOQ)	

* *[To be prepared by the Engineer/Procuring Agency]*

GUL HAN ALI
Executive Engineer
Cadap Town (W/S, E&M)
K.W.& S.C

PREAMBLE TO SCHEDULE OF PRICES

1. General

1.1 The Schedule of Prices shall be read in conjunction with the Conditions of Contract, Contract Data together with the Specifications and Drawings, if any.

1.2 The Contract shall be for the whole of the works as described in these Bidding Documents. Bids must be for the complete scope of works.

2. Description

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

3. Units & Abbreviations

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

_____

_____

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

4. Rates and Prices

4.1 Except as otherwise expressly provided under the Conditions of Contract, the rates and amounts entered in the Schedule of Prices shall be the rates at which the Contractor shall be paid and shall be the full inclusive value of the works set forth or implied in the Contract; except for the amounts reimbursable, if any to the Contractor under the Contract.

4.2 Unless otherwise stipulated in the Contract Data, the premium, rates and prices entered by the bidder shall not be subject to adjustment during the performance of the Contract.

4.3 All duties, taxes and other levies payable by the Contractor shall be included in the rates and prices.

4.4 The whole cost of complying with the provisions of the Contract shall be included in the items provided in the Schedule of Prices, and where

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Executive Engineer
Cadap Town (W/S E&M)
K.W.& S.C

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

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

4.5 (a) The bidder shall be deemed to have obtained all information as to and all requirements related thereto which may affect the bid price.

*(b) The Contractor shall be responsible to make complete arrangements for the transportation of the Plant to the Site.

**(Procuring Agency may modify as appropriate)*

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

5. Bid Prices

5.1 Break-up of Bid Prices

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

5.2 Total Bid Price

The total of bid prices in the Schedule of Prices shall be entered in the Summary of Bid Prices.

6. Provisional Sums and Day work

6.1 Provisional Sums included and so designated in the Schedule of Prices if any, shall be expended in whole or in part at the direction and discretion of the Engineer/Procuring Agency. The Contractor will only receive payment in respect of Provisional Sums, if he has been instructed by the Engineer/Procuring Agency to utilize such sums.

6.2 Day work rates in the contractor's bid are to be used for small additional amounts of work and only when the Engineer have given written instructions in advance for additional work to be paid for in that way.

SCHEDULE OF PRICES – SUMMARY OF BID PRICES (Sample)

Bill No.	Description	Total Amount (Rs)
	(A) Building Work	
1.	Civil works	
2	Internal sanitary and water supply	
3	Electrification	
4	External Development works	
5	Miscellaneous Items	
	(B) Road Work.	
1.	Earthwork	
2.	Hard Crust and Surface Treatment	
3.	Culverts and Bridges	
4.	Miscellaneous Items	
	(C) Public Health Engineering Works.	
1.	Earthwork	
2.	Subsurface Drains	
3.	Pipe Laying and Man holes	
4.	Tube wells, Pump houses	
5.	Compound wall	
6.	Miscellaneous Items	
	Total Bid Price (The amount to be entered in Paragraph 1 of the Form of Bid) (In words).	

GHULAM HASSAN ALI
Executive Engineer
Qadir Town (W/S, E&M)
K.W.S.S.C

SCHEDULE OF PRICES

Item No.	Description	Quantity	Unit Rate(Rs)	Total Amount (Rs)
	I. (Civil works)			
1.				
2.				
3.				
	II.Internal sanitary and water supply.			
1.				
2.				
3.				
	III. Electrification.			
1.				
2.				
3.				
	IV. External Development works.			
1.				
2.				
3.				
1.	**V. Miscellaneous Items**			
2.				
3.				
Total (*to be carried to Summary of Bid Price*) *Add/ Deduct the percentage quoted above/below on the prices of items based on Composite Schedule of Rates.*				

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Gadap Town (WIS, E&M)
K.W.&.S.C

SCHEDULE - B TO BID

*SPECIFIC WORKS DATA

(To be prepared and incorporated by the Procuring Agency)

(Note: The Procuring Agency shall spell out the information & data required to be filled out by the bidder and to furnish complementary information).

GULSHAN ALI
Executive Engineer
Codap Town (W/S, E&M)
K.W.&.S.C

SCHEDULE – C TO BID

WORKS TO BE PERFORMED BY SUBCONTRACTORS*

The bidder will do the work with his own forces except the work listed below which he intends to sub-contract.

Items of Works to be Sub-Contracted	Name and address of Sub-Contractors	Statement of similar works previously executed. *(attach evidence)*

Note:

* *The Procuring Agency should decide whether to allow subcontracting or not.*

In case Procuring Agency decides to allow subcontracting then following conditions shall be complied with:

1. No change of Sub-Contractors shall be made by the bidder without prior approval of the Procuring Agency.

2. The truthfulness and accuracy of the statement as to the experience of Sub-Contractors is guaranteed by the bidder. The Procuring Agency's judgment shall be final as to the evaluation of the experience of Sub-Contractors submitted by the bidder.

3. Statement of similar works shall include description, location & value of works, year completed and name & address of the clients.

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K.W.S.S.C

PROPOSED PROGRAMME OF WORKS

Bidder shall provide a programme in a bar-chart or Program Evaluation and Review Technique (PERT) or Critical Path Method (CPM) showing the sequence of work items by which he proposes to complete the works of the entire Contract. The programme should indicate the sequence of work items and the period of time during which he proposes to complete the works including the activities like designing, schedule of submittal of drawings, ordering and procurement of materials, manufacturing, delivering, construction of civil works, erection, testing and commissioning of works to be supplied under the Contract.

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K.W.S.S.C

SCHEDULE – E TO BID

METHOD OF PERFORMING WORKS

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

- The sequence and methods in which he proposes to carry out the Works, including the number of shifts per day and hours per shift, he expects to work.
- A list of all major items of construction and plant erection, tools and vehicles proposed to be used in delivering/carrying out the works at site.
- The procedure for installation of equipment and transportation of equipment and materials to the site.
- Organisation chart indicating head office & field office personnel involved in management, supervision and engineering of the Works to be done under the Contract.

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Executive Engineer
Cadap Town (WS, E&M)
K.W.&S.C

SCHEDULE – F TO BID

(INTEGRITY PACT)

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

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

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

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

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

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

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

.....
[Procuring Agency]

[Contractor]

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Executive Engineer
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CONDITIONS OF CONTRACT

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CONDITIONS OF CONTRACT

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Godap Town (W/S, ESM)
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CONDITIONS OF CONTRACT

1. GENERAL PROVISIONS

1.1 Definitions

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

The Contract

1.1.1 "Contract" means the Contract Agreement and the other documents listed in the Contract Data.

1.1.2 "Specifications" means the document as listed in the Contract Data, including Procuring Agency's requirements in respect of design to be carried out by the Contractor (if any), and any Variation to such document.

1.1.3 "Drawings" means the Procuring Agency's drawings of the Works as listed in the Contract Data, and any Variation to such drawings.

Persons

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

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

1.1.6 "Party" means either the Procuring Agency or the Contractor.

Dates, Times and Periods

1.1.7 "Commencement Date" means the date fourteen (14) days after the date the Contract comes into effect or any other date named in the Contract Data.

1.1.8 "Day" means a calendar day

1.1.9 "Time for Completion" means the time for completing the Works as stated in the Contract Data (or as extended under Sub-Clause 7.3), calculated from the Commencement Date.

Money and Payments

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

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Cadop Town (WS, E&M)
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does not include any allowance for profit.

Other Definitions

1.1.11 "Contractor's Equipment" means all machinery, apparatus and other things required for the execution of the Works but does not include Materials or Plant intended to form part of the Works.

1.1.12 "Country" means the Islamic Republic of Pakistan.

1.1.13 "Procuring Agency's Risks" means those matters listed in Sub-Clause 6.1.

1.1.14 "Force Majeure" means an event or circumstance which makes performance of a Party's obligations illegal or impracticable and which is beyond that Party's reasonable control.

1.1.15 'Materials" means things of all kinds (other than Plant) to be supplied and incorporated in the Works by the Contractor.

1.1.16 "Plant" means the machinery and apparatus intended to form or forming part of the Works.

1.1.17 "Site" means the places provided by the Procuring Agency where the Works are to be executed, and any other places specified in the Contract as forming part of the Site.

1.1.18 "Variation" means a change which is instructed by the Engineer/Procuring Agency under Sub-Clause 10.1.

1.1.19 'Works" means any or all the works whether Supply, Installation, Construction etc. and design (if any) to be performed by the Contractor including temporary works and any variation thereof.

1.1.20 "Engineer" means the person notified by the Procuring Agency to act as Engineer for the purpose of the Contract and named as such in Contract Data.

1.2 **Interpretation**

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

1.3 **Priority of Documents**

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

GULZAR ALI
Executive Engineer
Cadap Town (WIS, E&M)
K.W.&.S.C

1.4 **Law**

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

1.5 **Communications**

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

1.6 **Statutory Obligations**

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

2. THE PROCURING AGENCY

2.1 **Provision of Site**

The Procuring Agency shall provide the Site and right of access thereto at the times stated in the Contract Data.
Site Investigation Reports are those that were included in the bidding documents and are factual and interpretative reports about the surface and subsurface conditions at the Site.

2.2 **Permits etc.**

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

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

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

2.4 **Approvals**

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

3. ENGINEER'S/PROCURING AGENCY'S REPRESENTATIVES

3.1 **Authorised Person**

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

GUL SHER ALI
Executive Engineer
Gadap Town (W/S E&M)

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

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

4. THE CONTRACTOR

4.1 **General Obligations**

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

4.2 **Contractor's Representative**

The Contractor shall appoint a representative at site on full time basis to supervise the execution of work and to receive instructions on behalf of the Contractor but only after obtaining the consent of the Procuring Agency for such appointment which consent shall not be withheld without plausible reason(s) by the Procuring Agency. Such authorized representative may be substituted/ replaced by the Contractor at any time during the Contract Period but only after obtaining the consent of the Procuring Agency as aforesaid.

4.3 **Subcontracting**

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

4.4 **Performance Security**

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

5. DESIGN BY CONTRACTOR

5.1 **Contractor's Design**

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

GULSHAN ALI
Executive Engineer
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KWSB

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

5.2 **Responsibility for Design**

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

6. PROCURING AGENCY'S RISKS

6.1 **The Procuring Agency's Risks**

The Procuring Agency's Risks are:-

a) war, hostilities (whether war be declared or not), invasion, act of foreign enemies, within the Country;

b) rebellion, terrorism, revolution, insurrection, military or usurped power, or civil war, within the Country;

c) riot, commotion or disorder by persons other than the Contractor's personnel and other employees including the personnel and employees of Sub-Contractors, affecting the Site and/or the Works;

d) ionising radiations, or contamination by radio-activity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radio-active toxic explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component of such an assembly, except to the extent to which the Contractor/Sub-Contractors may be responsible for the use of any radio-active material;

e) Pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds;

f) use or occupation by the Procuring Agency of any part of the Works, except as may be specified in the Contract;

g) late handing over of sites, anomalies in drawings, late delivery of designs and drawings of any part of the Works by the Procuring Agency's personnel or by others for whom the Procuring Agency is responsible;

h) a suspension under Sub-Clause 2.3 unless it is attributable to the Contractor's failure; and

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Executive Engineer
Design Town (W/S, E&M)
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i) physical obstructions or physical conditions other than climatic conditions, encountered on the Site during the performance of the Works, for which the Contractor immediately notified to the Procuring Agency and accepted by the Procuring Agency.

7. TIME FOR COMPLETION

7.1 Execution of the Works

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

7.2 Programme

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

7.3 Extension of Time

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

7.4 Late Completion

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

8. TAKING-OVER

8.1 Completion

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

GULZAR ALI
Executive Engineer
Gadap Town (W/S, E&M)
K.W.&.S.C

8.2 **Taking-Over Notice**

Within fourteen (14) days of the receipt of the said notice of completion from the Contractor the Procuring Agency/Engineer shall either takeover the completed works and issue a Certificate of Completion to that effect or shall notify the Contractor his reasons for not taking-over the works. While issuing the Certificate of Completion as aforesaid, the Procuring Agency/Engineer may identify any outstanding items of work which the Contractor shall undertake during the Maintenances Period.

9. REMEDYING DEFECTS

9.1 **Remedying Defects**

The Contractor shall for a period stated in the Contract Data from the date of issue of the Certificate of Completion carry out, at no cost to the Procuring Agency, repair and rectification work which is necessitated by the earlier execution of poor quality of work or use of below specifications material in the execution of Works and which is so identified by the Procuring Agency/Engineer in writing within the said period. Upon expiry of the said period, and subject to the Contractor's faithfully performing his aforesaid obligations, the Procuring Agency/Engineer shall issue a Maintenance Certificate whereupon all obligations of the Contractor under this Contract shall come to an end.

Failure to remedy any such defects or complete outstanding work within a reasonable time shall entitle the Procuring Agency to carry out all necessary works at the Contractor's cost. However, the cost of remedying defects not attributable to the Contractor shall be valued as a Variation.

9.2 **Uncovering and Testing**

The Engineer/Procuring Agency may give instruction as to the uncovering and/or testing of any work. Unless as a result of an uncovering and/or testing it is established that the Contractor's design, materials, plant or workmanship are not in accordance with the Contract, the Contractor shall be paid for such uncovering and/or testing as a Variation in accordance with Sub-Clause 10.2.

10. VARIATIONS AND CLAIMS

10.1 **Right to Vary**

The Procuring Agency/Engineer may issue Variation Order(s) in writing. Where for any reason it has not been possible for the Procuring Agency/Engineer to issue such Variations Order(s), the Contractor may confirm any verbal orders given by the Procuring Agency/Engineer in writing and if the same are not refuted/denied by the Procuring Agency/Engineer within ten (10) days of the receipt of such confirmation the same shall be deemed to be a Variation Orders for the purposes of this Sub-Clause.

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Cadap Town (WIS E&M)
K.W.S.&S.G

10.2 **Valuation of Variations**

Variations shall be valued as follows:

a) at a lump sum price agreed between the Parties, or

b) where appropriate, at rates in the Contract, or

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

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

e) if the Engineer/Procuring Agency so instructs, at day work rates set out in the Contract Data for which the Contractor shall keep records of hours of labour and Contractor's Equipment, and of Materials, used.

10.3 **Changes in the Quantities.**

a) If the final quantity of the work done differs from the quantity in the Bill of Quantities for the particular item by more than 25 percent, provided the change exceeds 1 percent of the Initial Contract Price, the Procuring Agency/Engineer shall adjust the rate to allow for the change and will be valued as per sub clause 10.2.

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

c) If requested by the Engineer, the contractor shall provide the Engineer with a detailed cost breakdown of any rate in the Bill of Quantities.

10.4 **Early Warning**

The Contractor shall notify the Engineer/Procuring Agency in writing as soon as he is aware of any circumstance which may delay or disrupt the Works, or which may give rise to a claim for additional payment.

To the extent of the Contractor's failure to notify, which results to the Engineer/Procuring Agency being unable to keep all relevant records or not taking steps to minimise any delay, disruption, or Cost, or the value of any Variation, the Contractor's entitlement to extension of the Time for Completion or additional payment shall be reduced/rejected.

10.5 **Valuation of Claims**

If the Contractor incurs Cost as a result of any of the Procuring Agency's Risks, the Contractor shall be entitled to the amount of such Cost. If as a result of any

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Procuring Agency's Risk, it is necessary to change the Works, this shall be dealt with as a Variation subject to Contractor's notification for intention of claim to the Engineer/Procuring Agency within fourteen (14) days of the occurrence of cause.

10.6 **Variation and Claim Procedure**

The Contractor shall submit to the Engineer/Procuring Agency an itemised detailed breakdown of the value of variations and claims within twenty eight (28) days of the instruction or of the event giving rise to the claim. The Engineer/Procuring Agency shall check and if possible agree the value. In the absence of agreement, the Procuring Agency shall determine the value.

11. CONTRACT PRICE AND PAYMENT

11.1 (a) **Terms of Payments**

The amount due to the Contractor under any Interim Payment Certificate issued by the Engineer pursuant to this Clause, or to any other terms of the Contract, shall , subject to Clause 11.3, be paid by the Procuring Agency to the Contractor within 30 days after such Interim Payment Certificate has been jointly verified by Procuring Agency and Contractor, or, in the case of the Final Certificate referred to in Sub Clause 11.5, within 60days after such Final Payment Certificate has been jointly verified by Procuring Agency and Contractor;

Provided that the Interim Payment shall be caused in thirty (30) days and Final Payment in 60 days in case of foreign funded project. In the event of the failure of the Procuring Agency to make payment within 90 days then Procuring Agency shall pay to the Contractor compensation at the 28 days rate of KIBOR+2% per annum in local currency and LIBOR+1% for foreign currency, upon all sums unpaid from the date by which the same should have been paid.

(b) **Valuation of the Works**

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

11.2 **Monthly Statements**

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

a) the value of the Works executed less to the cumulative amount paid previously; and
b) value of secured advance on the materials and valuation of variations (if any).

The Contractor shall submit each month to the Engineer/Procuring Agency a statement showing the amounts to which he considers himself entitled.

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11.3 **Interim Payments**

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

11.4 **Retention**

Retention money shall be paid by the Procuring Agency to the Contractor within fourteen (14) days after either the expiry of the period stated in the Contract Data, or the remedying of notified defects, or the completion of outstanding work, all as referred to in Sub-Clause 9.1, whichever is the later.

11.5 **Final Payment**

Within twenty one (21) days from the date of issuance of the Maintenance Certificate the Contractor shall submit a final account to the Engineer to verify and the Engineer shall verify the same within fourteen (14) days from the date of submission and forward the same to the Procuring Agency together with any documentation reasonably required to enable the Procuring Agency to ascertain the final contract value.

Within sixty (60) days from the date of receipt of the verified final account from the Engineer, the Procuring Agency shall pay to the Contractor any amount due to the Contractor. While making such payment the Procuring Agency may, for reasons to be given to the Contractor in writing, withhold any part or parts of the verified amount.

11.6 **Currency**

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

12. DEFAULT

12.1 **Defaults by Contractor**

If the Contractor abandons the Works, refuses or fails to comply with a valid instruction of the Engineer/Procuring Agency or fails to proceed expeditiously and without delay, or is, despite a written complaint, in breach of the Contract, the Procuring Agency may give notice referring to this Sub-Clause and stating the default.

If the Contractor has not taken all practicable steps to remedy the default within fourteen (14) days after receipt of the Procuring Agency's notice, the Procuring Agency may by a second notice given within a further twenty one (21) days, terminate the Contract. The Contractor shall then demobilize from the Site leaving behind any Contractor's Equipment which the Procuring Agency instructs, in the second notice, to be used for the completion of the Works at the risk and cost of the Contractor.

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12.2 **Defaults by Procuring Agency**

If the Procuring Agency fails to pay in accordance with the Contract, or is, despite a written complaint, in breach of the Contract, the Contractor may give notice referring to this Sub-Clause and stating the default. If the default is not remedied within fourteen (14) days after the Procuring Agency's receipt of this notice, the Contractor may suspend the execution of all or parts of the Works.

If the default is not remedied within twenty eight (28) days after the Procuring Agency's receipt of the Contractor's notice, the Contractor may by a second notice given within a further twenty one (21) days, terminate the Contract. The Contractor shall then demobilise from the Site.

12.3 **Insolvency**

If a Party is declared insolvent under any applicable law, the other Party may by notice terminate the Contract immediately. The Contractor shall then demobilise from the site leaving behind, in the case of the Contractor's insolvency, any Contractor's Equipment which the Procuring Agency instructs in the notice is to be used for the completion of the Works.

12.4 **Payment upon Termination**

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

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

b) any sums to which the Procuring Agency is entitled,

c) if the Procuring Agency has terminated under Sub-Clause 12.1 or 12.3, the Procuring Agency shall be entitled to a sum equivalent to twenty percent (20%) of the value of parts of the Works not executed at the date of the termination, and

d) if the Contractor has terminated under Sub-Clause 12.2 or 12.3, the Contractor shall be entitled to the cost of his demobilisation together with a sum equivalent to ten percent (10%) of the value of parts of the works not executed at the date of termination.

The net balance due shall be paid or repaid within twenty eight (28) days of the notice of termination.

13. RISKS AND RESPONSIBILITIES

13.1 **Contractor's Care of the Works**

Subject to Sub-Clause 9.1, the Contractor shall take full responsibility for the care

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of the Works from the Commencement Date until the date of the Procuring Agency's/Engineer's issuance of Certificate of Completion under Sub-Clause 8.2. Responsibility shall then pass to the Procuring Agency. If any loss or damage happens to the Works during the above period, the Contractor shall rectify such loss or damage so that the Works conform with the Contract.

Unless the loss or damage happens as a result of any of the Procuring Agency's Risks, the Contractor shall indemnify the Procuring Agency, or his agents against all claims loss, damage and expense arising out of the Works.

13.2 **Force Majeure**

If Force Majeure occurs, the Contractor shall notify the Engineer/Procuring Agency immediately. If necessary, the Contractor may suspend the execution of the Works and, to the extent agreed with the Procuring Agency demobilize the Contractor's Equipment.

If the event continues for a period of eighty four (84) days, either Party may then give notice of termination which shall take effect twenty eight (28) days after the giving of the notice.

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

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

b) the cost of his demobilization, and

c) less any sums to which the Procuring Agency is entitled.

The net balance due shall be paid or repaid within thirty five (35) days of the notice of termination.

14. INSURANCE

14.1 **Arrangements**

The Contractor shall, prior to commencing the Works, effect insurances of the types, in the amounts and naming as insured the persons stipulated in the Contract Data except for items (a) to (e) and (i) of the Procuring Agency's Risks under Sub-Clause 6.1. The policies shall be issued by insurers and in terms approved by the Procuring Agency. The Contractor shall provide the Engineer/Procuring Agency with evidence that any required policy is in force and that the premiums have been paid.

14.2 **Default**

If the Contractor fails to effect or keep in force any of the insurances referred to in the previous Sub-Clause, or fails to provide satisfactory evidence, policies or receipts, the Procuring Agency may, without prejudice to any other right or

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remedy, effect insurance for the cover relevant to such as a default and pay the premiums due and recover the same plus a sum in percentage given in Contractor Data from any other amounts due to the Contractor.

15. RESOLUTION OF DISPUTES

15.1 Engineer's Decision

If a dispute of any kind whatsoever arises between the Procuring Agency and the Contractor in connection with the works, the matter in dispute shall, in the first place, be referred in writing to the Engineer, with a copy to the other party. Such reference shall state that it is made pursuant to this Clause. No later than the twenty eight (28) days after the day on which he received such reference, the Engineer shall give notice of his decision to the Procuring Agency (Superintending Engineer) and the Contractor.

Unless the Contract has already been repudiated or terminated, the Contractor shall, in every case, continue to proceed with the work with all due diligence, and the Contractor and the Procuring Agency (Superintending Engineer)shall give effect forthwith to every such decision of the Engineer unless and until the same shall be revised, as hereinafter provided in an arbitral award.

15.2 Notice of Dissatisfaction

If a Party is dissatisfied with the decision of the Engineer of consultant or if no decision is given within the time set out in Sub-Clause 15.1 here above, the Party may give notice of dissatisfaction referring to this Sub-Clause within fourteen (14) days of receipt of the decision or the expiry of the time for the decision. If no notice of dissatisfaction is given within the specified time, the decision shall be final and binding on the Parties. If notice of dissatisfaction is given within the specified time, the decision shall be binding on the Parties who shall give effect to it without delay unless and until the decision of the Engineer is revised by an arbitrator.

If a contractor is dissatisfied with the decision of the Engineer of the department or decision is not given in time then he can approach Superintending Engineer within 14 days, in case of dissatisfaction with decision of Superintending Engineer or not decided within 28 days, then arbitration process would be adopted as per clause 15.3.

15.3 Arbitration

A dispute which has been the subject of a notice of dissatisfaction shall be finally settled as per provisions of Arbitration Act 1940 (Act No. X of 1940) and Rules made there under and any statutory modifications thereto. Any hearing shall be held at the place specified in the Contract Data and in the language referred to in Sub-Clause 1.5.

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16 INTEGRITY PACT

16.1 If the Contractor or any of his Sub-Contractors, agents or servants is found to have violated or involved in violation of the Integrity Pact signed by the Contractor as Schedule-F to his Bid, then the Procuring Agency shall be entitled to:

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

On termination of the Contract under Sub-Para (b) of this Sub-Clause, the Contractor shall demobilize from the site leaving behind Contractor's Equipment which the Procuring Agency instructs, in the termination notice, to be used for the completion of the works at the risk and cost of the Contractor. Payment upon such termination shall be made under Sub-Clause 12.4, in accordance with Sub-Para (c) thereof, after having deducted the amounts due to the Procuring Agency under Sub-Para (a) and (c) of this Sub-Clause.

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CONTRACT DATA

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

Sub-Clauses of
Conditions of Contract

1.1.3 Procuring Agency's Drawings, if any
(To be listed by the Procuring Agency)

1.1.4 **The Procuring Agency** means

_____

_____

1.1.5 **The Contractor** means

_____

_____

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

1.1.9 **Time for Completion** _____ days

(The time for completion of the whole of the Works should be assessed by the Procuring Agency)

1.1.20 **Engineer (mention the name along with the designation including whether he belongs to department or consultant) and other details**

_____

_____

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

(a) The Contract Agreement
(b) Letter of Acceptance
(c) The completed Form of Bid
(d) Contract Data
(e) Conditions of Contract
(f) The completed Schedules to Bid including Schedule of Prices
(g) The Drawings, if any
(h) The Specifications
(i) _____
(j) _____

(The Procuring Agency may add, in order of priority, such other documents as form part of the Contract. Delete the document, if not applicable)

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2.1 **Provision of Site:** On the Commencement Date

3.1 **Authorized person:**_____

3.2 **Name and address of Engineer's/Procuring Agency's representative**

_____

4.4 **Performance Security:**

Amount_____

Validity_____

(Form: As provided under Standard Forms of these Documents)

5.1 **Requirements for Contractor's design (if any):**

Specification Clause No's_____

7.2 **Programme:**

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

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

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

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

7.5 **Early Completion**

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

9.1 **Period for remedying defects**

_____

_____

10.2 (e) **Variation procedures:**

Day work rates_____

_____(details)

11.1 **Terms of Payments**

a) Mobilization Advance

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

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

(ii) Contractor will pay interest on the mobilization advance at the rate of 10% per annum on the advance; and

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

OR

2) **Secured Advance on Materials**

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

(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 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;

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Karachi

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

(viii) Detailed account of advances must be kept in part II of running account bill; 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 definitely not for full quantities of materials for the entire work/contract

(b) Recovery of Secured Advance:

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

(ii) As recoveries are made the outstanding accounts of the items concerned in Part II should be reduced b making deduction entries in the column; "deduct quantity utilized in work measured since previous bill," equivalent to the quantities of materials used by the contractor on items of work shown as executed in part I of the bill.

(c) Interim payments: The Contractor shall submit to the Engineer monthly statements of the estimated value of the work completed less the cumulative amount certified previously.

(i) The value of work completed comprises the value of the quantities of the items in the Bill of Quantities completed.

(ii) value of secured advance on the materials and valuation of variations (if any).

(iii) Engineer may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.

(v) Retention money and other advances are to be recovered from the bill submitted by contractor.

11.2 *(a) **Valuation of the Works:**

i) Lump sum price_____(details), or

ii) Lump sum price with schedules of rates _____ (details), or

iii) Lump sum price with bill of quantities_____(details), or

iv) Re-measurement with estimated/bid quantities in the Schedule of Prices or on premium above or below quoted on the rates mentioned in CSR _____(details), or/and

v) Cost reimbursable_____(details)

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11.3 **Percentage of retention*:** *five (5%)*

11.6 **Currency of payment:** Pak. Rupees

14.1 **Insurances:** *(Procuring Agency may decide, keeping in view the nature and the scope of the work)*

Type of cover

The Works

Amount of cover

The sum stated in the Letter of Acceptance plus fifteen percent (15%)

Type of cover

Contractor's Equipment:

Amount of cover

Full replacement cost

Type of cover

Third Party-injury to persons and damage to property

_____

(The minimum amount of third party insurance should be assessed by the Procuring Agency and entered).

Workers:

_____

_____

Other cover*:

_____

(In each case name of insured is Contractor and Procuring Agency)

14.2 **Amount to be recovered**

Premium plus _____ percent (____%).

15.3 **Arbitration****

Place of Arbitration:_____

* *(Procuring Agency to specify as appropriate)*

** *(It has to be in the Province of Sindh)*

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STANDARD FORMS

(Note: Standard Forms provided in this document for securities are to be issued by a bank. In case the bidder chooses to issue a bond for accompanying his bid or performance of contract or receipt of advance, the relevant format shall be tailored accordingly without changing the spirit of the Forms of securities).

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K.W.&S.C

FORM OF BID SECURITY
(Bank Guarantee)

Guarantee No._____
Executed on _____

(Letter by the Guarantor to the Procuring Agency)

Name of Guarantor (Scheduled Bank in Pakistan) with address:_____
Name of Principal (Bidder) with address:_____
_____
Sum of Security (express in words and figures):_____
_____
Bid Reference No._____ Date of Bid _____

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

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the accompanying Bid numbered and dated as above for _____ (Particulars of Bid) to the said Procuring Agency; and

WHEREAS, the Procuring Agency has required as a condition for considering the said Bid that the Principal furnishes a Bid Security in the above said sum to the Procuring Agency, conditioned as under:

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

(a) the Principal withdraws his Bid during the period of validity of Bid, or

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

(c) failure of the successful bidder to

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

(ii) sign the proposed Contract Agreement, in accordance with Sub-Clauses IB-20.2 & 20.3 of Instructions to Bidders,

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Executive Engineer
(WS, ESM)

the entire sum be paid immediately to the said Procuring Agency for delayed completion and not as penalty for the successful bidder's failure to perform.

NOW THEREFORE, if the successful bidder shall, within the period specified therefore, on the prescribed form presented to him for signature enter into a formal Contract Agreement with the said Procuring Agency in accordance with his Bid as accepted and furnish within fourteen (14) days of receipt of Letter of Acceptance, a Performance Security with good and sufficient surety , as may be required, upon the form prescribed by the said Procuring Agency for the faithful performance and proper fulfilment of the said Contract or in the event of non-withdrawal of the said Bid within the time specified then this obligation shall be void and of no effect, but otherwise to remain in full force and effect.

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

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

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

_____
Guarantor (Bank)

Witness:

1. Signature _____

1. _____

2. Name _____

_____
Corporate Secretary (Seal)

3. Title _____

2. _____

_____
(Name, Title & Address)

Corporate Guarantor (Seal)

GULZAR ALI
Executive Engineer
Qadap Town (WIS E&M)

FORM OF PERFORMANCE SECURITY
(Bank Guarantee)

Guarantee No._____
Executed on _____
Expiry Date

(Letter by the Guarantor to the Procuring Agency)

Name of Guarantor (Scheduled Bank in Pakistan) with

address:_____

Name of Principal (Contractor) with
address:_____

_____

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

_____

Letter of Acceptance No._____ Dated _____

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

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

_____ (Name of Project).

NOW THEREFORE, if the Principal (Contractor) shall well and truly perform and fulfill all the undertakings, covenants, terms and conditions of the said Documents during the original terms of the said Documents and any extensions thereof that may be granted by the Procuring Agency, with or without notice to the Guarantor, which notice is, hereby, waived and shall also well and truly perform and fulfill all the undertakings, covenants terms and conditions of the Contract and of any and all modifications of the said Documents that may hereafter be made, notice of which modifications to the Guarantor being hereby waived, then, this obligation to be void; otherwise to remain in full force and virtue till all requirements of Clause 9, Remedying Defects, of Conditions of Contract are fulfilled.

Our total liability under this Guarantee is limited to the sum stated above and it is a condition of any liability attaching to us under this Guarantee that the claim for payment in writing shall

be received by us within the validity period of this Guarantee, failing which we shall be discharged of our liability, if any, under this Guarantee.

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

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

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

_____
Guarantor (Bank)

Witness:

1. _____

_____
Corporate Secretary (Seal)

2. _____

_____
(Name, Title & Address)

1. Signature _____

2. Name _____

3. Title _____

_____
Corporate Guarantor (Seal)

GUL HASAN ALI
Executive Engineer
Cedop Town (WIS, E&M)
K.W.S.S.C

FORM OF CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT (hereinafter called the "Agreement") made on the _____ day of _____ 200 _____ between _____(hereinafter called the "Procuring Agency") of the one part and _____ (hereinafter called the "Contractor") of the other part.

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

NOW this Agreement witnesseth as follows:

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 Letter of Acceptance;
   (b) The completed Form of Bid along with Schedules to Bid;
   (c) Conditions of Contract & Contract Data;
   (d) The priced Schedule of Prices/Bill of quantities (BoQ);
   (e) The Specifications; and
   (f) The Drawings

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 within the provisions of the Contract.

4. The Procuring Agency hereby covenants to pay the Contractor, in consideration of the execution and completion of the Works as per provisions of the Contract, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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Gadap Town (W/S E&M)
K.W.& S.C

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

Signature of the Contactor

(Seal)

Signature of the Procuring Agency

(Seal)

Signed, Sealed and Delivered in the presence of:

Witness:

(Name, Title and Address)

Witness:

(Name, Title and Address)

GUL MUHAMMAD LI
Executive Engineer
Gadap Town (W/S, E&M)
K.W.&.S.C

MOBILIZATION ADVANCE GUARANTEE

Guarantee No._____

Executed on_____

(Letter by the Guarantor to the Procuring Agency)

WHEREAS the _____ (hereinafter called the Procuring Agency) has entered into a Contract for _____

_____

_____ (Particulars of Contract), with _____

_____ (hereinafter called the Contractor).

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

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

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

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

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

GULZAR ALI
Executive Engineer
Gadap Town (WIS, ESM)
L.S.C

This Guarantee shall come into force as soon as the advance payment has been credited to the account of the Contractor.

This Guarantee shall expire not later than _____

by which date we must have received any claims by registered letter, telegram, telex or telefax.

It is understood that you will return this Guarantee to us on expiry or after settlement of the total amount to be claimed hereunder.

_____
Guarantor (Scheduled Bank)

Witness:

1. _____

_____
Corporate Secretary (Seal)

2. _____

_____
(Name, Title & Address)

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

_____
Corporate Guarantor (Seal)

GUL HASAN ALI
Executive Engineer
Cadap Town (WIS, ESM)
K.W.&.S.C

INDENTURE FOR SECURED ADVANCES.

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

This INDENTURE made the .... day of ..... ----- ..... ----------.....-197--"- BETWEEN (hereinafter called "the Contractor" which expression shall where the context so admits or implied be deemed to include his heirs, executors, administrators and assigns) of the one part and THE GOVERNOR OF SINDH (hereinafter called "the Government" of the other part).

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

(Here enter (the description of the works).[1]

AND WHEREAS the contractor has applied to the .... —..... ----- for an advance to him of Rupees ----------. (Rs. .....) on the security of materials absolutely belonging to him and brought by him to the site of the said works the subject of the said agreement for use in the construction of such of the said works as he has undertaken to execute at rates fixed for the finished work (inclusive of the cost of materials and labour and other charge) AND WHEREAS the Government has agreed to advance to the Contractor the sum of Rupees, (Rs. .....) on the security of materials the quantities and other particulars of which are detailed in Part II of Running Account Bill (E). the said works signed by the contractor Fin R.Form.17.A on---------- .....— and on such covenants and conditions as are hereinafter contained and the Government has reserved to itself the option of marking any further advance or advances on the security of other materials brought by the Contractor to the site of the said works.

NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of the sum of Rupees..... ---------- .....-.....— ..... (Rs. ------ ..... -----) on or before the execution of these presents paid to the Contractor by the Government (the receipt whereof the Contractor doth hereby acknowledge) and of such further advances (if any) as may be made to him as aforesaid (all of which advances are hereinafter collectively referred to as the said amount) the Contractor doth hereby assign unto the Government the said materials by way of security for the said amount

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

(1) That the said sum of Rupees .....-..... ----------..... ---------- (RE. ----------) so advanced by the Government to the Contractor as aforesaid and all or any further sum or sums which may be advanced aforesaid shall be employed by the contractor in or towards expending the execution of the said works and for no other purpose whatsoever.

GULSHAN ALI
Executive Engineer
Gadap Town (W/S, E&M)

(2) That the materials detailed in the said Running Account Bill (B) which have been
Fin R Form No. 17-A
Offered to and accepted by (he Government as security for the said amount are absolutely by the Contractors own property free from encumbrances of any kind and the Contractor will not make any application for or receive a further advance on the security of materials which are not absolutely his own property and free from encumbrances of any kind and the contractor hereby agrees, at all times, to indemnify and save harmless the Government against all claims whatsoever to any materials in respect of which an advance has been made to him as aforesaid.

(3) That the said materials detailed in the said Running Account Bill (B) and all other
Fin. R. Form No. 17-A
Materials on the security of which any further advance or advances may hereafter be made as aforesaid (hereinafter called the said materials) shall be used by the Contractor solely in *the* execution of the said works in accordance with the directions of the Divisional Officer----------(hereinafter called the Divisional Officer) and in the terms of the said agreement.

(4) That the Contractor shall make at his own cost all necessary and adequate arrangement for the proper watch, safe custody and protection against all risks of the said material and that until used in construction as aforesaid the said materials shall remain at the site of the said works in the Contractor's custody and at his own risk and on his own responsibility and shall at all times be open to inspection by (he Divisional Officer or any officer authorized by him. In the event of the said materials of any part (hereof being stolen, destroyed or damaged or becoming deteriorated in a grater degree than is due to reasonable use and wear thereof Contractor will forthwith replace the same with other materials of like qualify or repair and make good the same as required by the Divisional Officer and the materials so brought to replace the said materials so repaired and made good shall also be considered as security for the said amount.

(5) 'Hurt the said materials shall not on any account be removed from the site of the said works except with the written permission of the Divisional Officer or an officer authorized by him in that behalf

(6) That the said amount shall be payable in full when or before the Contractor receives payment, from the Government of the price payable to him for the said works under the terms and provisions of the said agreement PROVIDED THAT if any intermediate payments are made to the contractor on account of work done then on the occasion of each such payment the Government will be at liberty to make a recovery from the Contractors Bill for such payment by deducting there from in the value of the said materials (hen actually used in the construction and in respect of which recovery has not been made previously the value for this purpose being determined in respect of each description of material at (he rates at which the amount of the advances made under these presents were calculated.

(7) That if the Contractor shall at any time make any default in the performance or observation in any respect of any of the terms and provisions of the said agreement or of these presents the total amount of the advance or advances that may still be owing to the Government shall immediately on the happening of such default be repayable by the Contractor to the Government together with interest thereon at twelve

percent per annum from the date or respective dates of such advance or advances to the date or repayment and with all costs, charges, damages and expenses incurred by the Government in or for the recovery thereof or the enforcement of this security or otherwise by reason of (he default of the Contractor and any moneys so becoming due and payable shall constitute a debt due from the Contractor to the Government and the Contractor hereby covenants and agrees with the Government to repay and the same respectively to it accordingly.

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

Once therewith the Government may at any time thereafter adopt all or any of following courses as it may deem best ;-

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

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

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

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

(10) That in the event of any conflict between the provisions of these presents and the said agreement the provisions of these presents shall prevail and in the event of any dispute or difference arising over the construction or effect of these presents the settlement of which has not been hereinbefore expressly provided for the same shall be referred to the Superintending Engineer..... Circle whose..... decision shall be final and the provisions of the Indian Arbitration Act for the time being in force so far as they are applicable shall apply to any such reference.

GULSHAN ALI
Executive Engineer,
Gadap Division-I, KW&SB

In witnesses whereof the* ---------- ..... on behalf of the Governor of Sindh and the said..... ..... - ..... --have hereunto set their respective hands and seals the day and first above written.

Signed, sealed and delivered by* In the presence of

Seal

1st witness 2nd witness

Signed, sealed and delivered by* In the presence of

Seal

1st Witness 2nd witness

GULSHAN ALI
Executive Engineer
Cadap Town (WS, E&M)
K.W.&.S.C

SPECIFICATIONS

[Note for Preparing the Specifications]

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

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

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

Sample Clause: Equivalency of Standards and Codes

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

GUL[illegible]AN ALI
Executive Engineer
Gadap Town (W/S ESM)
KW&SB

*DRAWINGS

** (Note: The Engineer/Procuring Agency may incorporate specific Drawings for Bidding purposes only or may include the detailed drawings in a separate volume, if necessary).*

GULSHAN ALI
Executive Engineer
Gadap Town (W/S, E&M)
K.W.&S.C

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SPECIFICATION

GENERAL SPECIFICATION

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The work under the contract comprises of laying pipes and other civil, Electrical & Mechanical Works as shown in drawings & included in bill of quantities.

1. STANDARD SPECIFICATION.

Plant, material and workmanship shall comply with the requirements of British standard and Codes of Practice current at the time of bid.

All materials and workmanship not covered by code of practice or approved alternative shall be of such kind as is used in first class work and suitable for the climate in the area where the works are to be constructed, for which Engineer incharge's decision shall be binding.

2. Drawings.

Drawing which form part of the contract are attached in the contract Documents.

3. Record Drawings.

Within twenty-eight days of the issue of certificate of Completion, the contractor shall provide copies and drawings amended to comply with the work as built. These drawing shall include.

- General arrangement drawing of the structure, pipelines and other works.
- Longitudinal sections of the pipes and chamber's location (other then replacement or re-construction work) shall be as shown on the issued Drawings or as agreed by the Engineer Incharge.

4. MATERIAL AND SUPPLIERS OF MATERIALS.

Before ordering materials of any description intended for the works, the contractor shall obtain approval of the Engineer concern the name of the makers or suppliers proposed, a specification of the materials and details of their place of manufacture.

Materials used in the works which are, or can be in contact with the untreated waste water shall be suitable for such use and shall not contain any matter which could react with the organic and inorganic matter present in the waste water resulting any damaged deteriorating of the works and shall be in accordance with the standard for conveyance system of waste water.

5. PROGRAMME.

Before commencing the work the contractor shall submit to the engineer concerned for his approval a programme showing the order in which the proposes to carry out the works. The programme shall be in the form of a bar chart, or any other form as may be agreed by the engineer concerned, and shall clearly indicate the following.

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Executive Engineer
Gadap Town (W/S, E&M)
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(a) The sequence of each activity, the proposed start and completion dates of each activity, the rate of progress and the cumulative quantity or percentage of work expected to be achieved on each activity.

The program shall also include details of the following;

(a) A statement giving the numbers and categories of supervisory and technical staff and skilled and unskilled workers to be employed on the works.

(b) A list and type details of major constructional plant (including vehicles) which the contractor proposes to engage on the works.

(c) The contractor shall submit to the engineer concerned for his approved detailed method statements for executing all major activities including but not limited to:

- Setting out of works.
- Excavation of dewatering.
- Disposal of suitable and unsuitable excavated materials.
- Concrete mixing, placing, compaction, finishing, curing.
- Backfilling.
- Placing reinforcement, forming construction and expansion joints and treatment.
- Laying and jointing of pipes.
- Materials and equipment to be used.
- Expected daily or weekly production and time required for completion.

(d) Details of the programme for the works (other than replacement & re-construction work) from the date of receipt of the engineer concern order to commence the works including a complete resources allocation showing the number of units and allotted time for each unit of constructional plant, materials and labor allocated to each part of the works.

6. Permit & Permission.

The contractor shall bring in the knowledge to Engineer concern sufficiently in advance about the permit and permission required from other agency / office, to enable the Engineer's Concern to make such arrangements. The contractor shall not commence any important part of work without the approval of the engineer concern.

7. WATER AND ELECTRICITY SUPPLY.

The contractor shall at his own cost make arrangement for the supply of water and electricity for the purposes of the works. The Employer may allow us of water from its

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mains, if available in the vicinity, as per commercial tariff applicable per 1000 gallons duly metered.

8. MEETING AND REPORTS.

Representative of the contractor shall attend monthly progress meeting at the offices of the Engineer concern. In addition, approved representatives of the of the contractor shall attend further meetings in cases of emergencies or for other reasons when called upon by the employer / engineer concern.

The contractor shall submit to the Engineer concern each month a report on his progress in the performance of the contract. The report shall include a copy of the approved programs with the current progress for each activity shown. No separate payment shall be made for this item. THE PROGRAMME SHOULD BE UPDATED TO SHOW HOW COMPLETION WILL BE ACHIEVED IF THEY ARE BEHIND PROGRAMME.

9. Contract Sign Board.

The contractor shall supply and erect contract signboards at location agreed by the engineer concern.

10. LEVEL DATUM.

All level stated shall be related to bench-marks established for design and shown on Drawing (Plan & Profile).

11. CONTAMINATION AND WATER SUPPLIES.

Before any person is engaged on work involving a risk to the purify of potable water supplies or deemed to involve such a risk by the engineer concern, he shall be tested to indicate that he is not a carrier of typhoid or other waterborne disease and he shall be informed of the dangers of contamination. The contractor shall notify the Engineers concern of any person who has been certified by a doctor as a suffering from an illness associated with the looseness of the bowels, and no such person shall be employed on such work until the employer's medical adviser is satisfied that it is safe for him to be so employed.

The Contractor shall comply with the provision of National Environmental Quality standards in the operation and management of his work.

The Contractor shall not run tracked or unsprang vehicles on surfaced roads without the express approval of the Engineer who may require that planking or some other protective material be used to protect the road surface.

12. EXISTING INSTALLATIONS

The Contractor shall execute the Works in such a manner as to avoid interruption and interference with the operation of the existing water and sewerage conveyance system.

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pumping stations and distribution systems, roads, highways existing quarters and mosque located adjacent to the Site.

Access to the existing facilities, private or public properties and businesses shall be maintained, to the satisfaction of the Engineer concern.

The Contractor shall ensure that no earth, debris or rock is deposited on existing conduits, structures, public or private roads or rights of way as a result of the Works and all vehicles leaving the Site shall be cleaned accordingly.

The Contractor shall be responsible for the safety and security of existing services encountered during the course of execution of works and any damage to existing installation and services due to Contractor's operations shall be made good at his risk and cost. The Contractor shall gather the information of all services which require protection and relocations, falls within the area of works, from SSGC, KESC, PTCL, KW&SC, Local, Provincial and National Authorities responsible for the roads and highways along or across the site and any other agencies. The contractor shall strictly comply with the safety and precautions requirements as deemed necessary by the owner of the services.

13. UNITS OF MEASUREMENT

All designs, drainage, specifications and manuals shall use FPS (lbs, ft,s) units and all measurements, dimensions and performance data shall be quoted in those units.

14. LANGUAGES

All drawings, instructions, signs, notices, name-plates etc. for use in the operation and maintenance of the completed works shall be in English.

Warning signs shall be in Urdu and English.

15. SITE INVESTIGATION RECORDS

The site investigation if deemed necessary by the Engineer, during the execution of the work shall be carried out by the Contractor, as provided for in the Contract.

16. SAFETY AND ENVIRONMENTAL REGULATIONS ON SITE.

The Contractor shall comply with all statutory and other regulations concerning the safety of his site staff, operatives, staff of the Employer and members of the public and protection of Environment, as a result of his operations.

17. TRAFFIC REQUIREMENTS

There shall be full compliance with the code of practice 'Safety at Street Works and Road Works. Additionally, there shall be full compliance with the relevant provisions of the Traffic Safety Measures for Road Works, as continued in the Traffic Signs Manual.

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All construction concerning works in, or access to, the main road / Shahrah shall be carried out in co-operation with the roads and police authorities. The Engineer shall be informed of any requirements of, or arrangements made with, the roads and police authorities.

Where the diversion or closure of any existing carriageway, foot way or public rights of way is temporarily necessitated by the Works, then an alternative shall be provided and maintained which shall be operational before any interference with the existing way takes place.

Emergency vehicle access to all properties shall be maintained at all times.

18. COSTS

The costs for complying with this section of specification and for all other works and services specified in the Specifications or shown on Drawings and for which there is no separate item in the Bill of Quantities, no separate payment shall be made directly and the cost thereof shall be deemed to be included in the unit rates and prices of other items in the Bill of Quantities.

CHAPTER 2- THE SITE

1. SITE

The extent of the Site is defined in specifications and the drawings. The Contractor shall not use the Site for any purpose not required by the Contract.

2. CLEARANCE AND REINSTATEMENT OF SITE.

The Contractor shall clear the Site of all vegetation, trees, hutments, obstructions, temporary structures, any organic / inorganic waste, heaps, dumps etc. to the extent required by the Engineer Concern for checking the setting-out) The Contractor shall also ensure that the parts of the Site to be occupied by the Works are clear and maintain the remainder of the Site as may be required for access and Works areas.

Work along roads shall not obstruct the traffic or block access to properties Where required temporary diversion with safety signs and warning lights shall be provided in consultation with the concerned roads department/agency.)

The Contractor shall remove the material arising from site clearance and dispose off it in a manner and at a location, away from the site and inhabitant areas, no obstruction shall be caused to the existing traffic and adjacent properties and no excavated material shall be dumped or stock pile at site but removed directly to disposal areas identified by the Contractor, to the approval of the Engineer.

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K.W.&.S.C

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... of stationery shall be allowed to come nearer than 1.5 m of the existing water, gas and sewage conveyance Pipeline/ structures. For this purpose such structures and pipelines shall be protected by erecting warning fence or barricades.

The Contractor shall fill and make good with appropriate materials those cavities and losses of soil which result from clearing the parts of the Site not subsequently to be occupied by the Works.

3. CONDITION OF SITE

The Contractor shall maintain the Site in a neat, tidy and healthy condition for the whole of such time as he is responsible for the care of the Works

4. PERMITS

The Contractor shall be fully responsible for obtaining necessary permits and permissions, except those normally obtained by the Employer or Engineer, prior to commencement of the Works.

5. COSTS

The costs for complying with this section of specification shall not be paid separately and shall be included in the Contractor's rates and prices of the Bill of Quantities unless other wise specified or provided for in the Bill of Quantities.

CHAPTER 3 - EARTHWORKS

1. EXCAVATION IN ROADS

Excavation in or across roads and streets shall be carried out with the permission of and in accordance with the operating procedure of the concerned road or Highway Agency/ Department.

2. SUPPORTING EXCAVATIONS

The sides of excavations shall be adequately supported at all times and, except where described in or permitted under the Contract, shall not be battered.

3. SAFETY OF EXCAVATION AND ADJACENT STRUCTURES.

The proposed Trunk Sewers of different sections are to be laid in the vicinity the existing services / structures. The Contractor shall provide support necessary to ensure the stability of the excavation and the existing services and other structures.

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Executive Engineer
Cadap Town (W/S, E&M)
K.W.&S.C

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4. SLIPS, FALLS AND EXCESS EXCAVATION.

The Contractor shall prevent slips and falls of material from the sides of the excavation.

The Contractor should make sure the availability of adequate resources at site to deal with any slips or falls situation. In the event of slips or falls occurring in the excavations, and where excavations are made in excess of the dimensions of the works, the voids so formed shall be filled by the Contractor. When such voids, in the opinion of the Engineer Incharge, may affect the stability of the ground for the support of the works, or of the adjacent structures and services, the Contractor shall fill the void solid with lean concrete. In other cases the Contractor shall fill the voids with selected excavated material placed and compacted to the approval of the Engineer Incharge. No additional cost shall be made for material fill to protect trench.

There shall be no additional payments for preventing slips, falls and excess excavation, beyond the excavation pay-line shown on drawings, and it deemed to be covered in relevant BOQ pay item for excavation.)

5. DEWATERING.

The Contractor shall keep all concrete works and pipeline excavation clear of water during construction. Water shall not be allowed to pond anywhere within excavations, Any drainage sumps required shall, where practicable, be sited outside the area excavated for the Works and shall be refilled with appropriate material to the level of the adjacent permanent works. The method of keeping excavations clear of water, dewatering, and disposal of water, shall be followed as directed by the Engineer concern.

The Contractor shall ensure that sufficient standby pumps are on Site at all times to avoid any interruption in continuity of the dewatering.

6. BACKFILL AND FILL

Unless otherwise specified or approved the material used for backfill and fill shall be material selected from the excavated material of particle size not exceeding 100 mm.

Backfilling shall not commence until the Works to be covered and after approval has been given by the Engineer for filling or backfilling to commence, the operation shall start immediately and shall continue until the work is completed in the part of the Works for which the approval is given.

7. COMPACTION OF FILL AND BACKFILL.

The Contractor shall deposit fill or backfill in layers of uniform depth not exceeding 200 mm thick and shall compact it by methods and with the use of such Constructional Plant as are necessary to achieve the degree of compaction specified.

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Executive Engineer
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material prior to and during compaction so that its moisture content lies within a range of values suitable for the fill material.

8. DISPOSAL OF SURPLUS MATERIAL

Surplus material shall be disposed of away from site. No surplus material shall be left at site / work place or dumped in the beds of river, drains and channels.

9. SURPLUS MATERIAL DUMPS

Surplus materials may be dumped at sites designated by Local Authorities/ City Govt for the purpose and according to their instruction.

10 CONSTRUCTION METHODS

Laying of pipes shall be carried out using only suitable excavation equipment / machinery of such types and in such numbers as is appropriate to a contract of the scale and complexity of this Contract. Use of vibratory or pneumatic equipment for excavation is not permitted unless specifically permitted by the Engineer Incharge. The heavy earthmoving equipment shall not be brought within a distance of 1.2 meter from the face of the existing / sewer conduit/ service and no equipment shall be allowed over these. Full details of the Contractor's proposed method of working and earth moving plant shall be provided in case of deployment of heavy machineries.

11 ROCK

During laying of pipes where rock is required to be excavated, before commencement of excavation in rock the Contractor shall demonstrate to the satisfaction of the Engineer his inability to excavate without resort to heavy percussion tools complete with rock bits, or hydraulic wedges. Where reasonable progress can be made with the aid of ripping tools the material will not be considered to be rock.

Use of jack hammers, and vibratory tools in proximity of existing services/structures shall only be allowed by the Engineer after determining the contractor inability to excavate such portion with the aid of ripping tools, all at the risk of contractor.

CHAPTER-4

1. CONCRETE AND REINFORCEMENT.

(a) CEMENT

Unless otherwise specified the cement used in the works shall be ordinary Portland cement (OPC). Complying with BS EN 197-1:2000, for the site shall be deemed to be at a tropical climate. The contractor shall obtained approval from engineer's concern for the use of cement at site.

GULZAMAN ALI
Executive Engineer
Gadap Town (WIS E&M)
K.W.&S.C

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(b) AGGREGATES

Find aggregates shall consist of natural sand, while course aggregates for single sized aggregates to the nominal maximum size for the class of concrete shall be made up of 40mm, 20mm & 10mm single sized. (Where 40 mm nominal maximum size coarse aggregate is specified it shall consist of a mix of 40 mm single sized aggregate, 20 mm single sized aggregate and 10 mm single sized aggregate).

(c) REINFORCEMENT

All reinforcement shall be mild steel deformed bars confirming to ASTM. The reinforcement at the time of incorporation in the works shall be clean and free from damages, oil or grease, loose rust or mill scale.

The contractor shall place and fixed steel reinforcement accurately in the position show on drawing and shall ensure that it remains rigidly in that position during the placing of concrete.

(d) LEAN CONCRETE.

Lean concrete shall consist of ordinary portland cement and combined course and find aggregate mixed in the proportion by dry weight of one part of cement to twelve parts of aggregate. The amount of free water in the mix shall be about 06% of the total dry weight of material.

CHAPTER NO.5

1. MEETINGS AND REPORTS

Approved representative of the contractor shall attend meetings at the office of the Engineer's Concern, when called upon, for the purposes of contract administration. Such meeting, unless otherwise agreed, shall not be less frequent than once a month.

2. I.T. FACILITATION

Contractor shall provide IT resource person with instrument / devices. The resource shall remain available with XEN (concerned) on full time basis. The contractor shall supply digital soft copies and color positive prints of photographs, not less than 200 mm by 225 mm size of such portion of the work in progress and completed. The soft copies of each photograph shall be delivered to the Engineer concern with the prints. No prints from these soft copies shall be supplied to anyone without the written permission of the engineer concern.

Video recording shall be taken for uploading on Social Media Sites through the Engineer concern. Uploading cost shall be borne by the contractor accordingly.

GULZAR ALI
Executive Engineer
Qadap Town (W/S, E&M)
K.W.&.S.C

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The contractor shall make available one digital camera with built in GPS, 20 X optical Zoom with 32 GB memory card for the sole use at site for the purpose of the project video recording + photographs all at his cost.

3. SURVEYING INSTRUMENTS AND SURVEYORS

The contractor shall provide and maintain the following minimum survey equipment on site for the sole use at site till the duration of the contract.

- Automatic Level.
- Level Staff.
- Ranging Rods.
- Tripod stand.
- Measuring steel Tape 100 ft.

The Contractor shall provide a competent and experienced surveyor with two assistants and necessary labor for the survey work.

The Contractor shall not be entitled to separate payment for the provision of the above equipment services, survey staff and their transport.

4. TRANSPORT.

The contractor shall provide vehicle (Crane Mounted Loading vehicle), round the clock at the disposal of engineer's concerned.

Necessary skilled and un-skilled labor & supervisor available on vehicle. The provision of I.T equipments for video recording / photography of the work or part of the Work, shall also available with vehicle.

Insurance for vehicle amount be comprehensive and includes, periodical maintenance / part replacement, if required and fuel, with wages of Driver & cleaner.

5. COST.

The cost for complying with engineer concern's Requirement is having no separate item in the bill of Quantities. No separate payment shall be made directly and the cost thereof shall be deemed to be included in the unit rates and prices of other items in the bill of quantities.

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Work No. 03

SPPRA BIDDING DOCUMENTS

STANDARD FORM OF BIDDING DOCUMENT FOR PROCUREMENT OF WORKS

(For contracts (Small) amounting between Rs.2.5 million to Rs.50 Millions)

(Harmonized with SPPRA Rules)

FOR THE WORK OF

REPLACEMENT OF OLD / DAMAGED / CHOCKED 15" & 12" DIA RCC SEWER LINES OF CHOKANDI UC DAWOOD SHORO GOTH & DIFFERENT STREETS OF CHOKANDI AREA IBRAHIM HYDRI TOWN DISTRICT MALIR KW&SC

EXECUTIVE ENGINEER (SEW)
IBRAHIM HYDRI TOWN, DISTRICT MALIR

KARACHI WATER & SEWERAGE CORPORATION
Cattle Colony Road, Ibrahim Hydri Town District Malir

BIDDING DATA

(This section to be filled in by the Engineer/Procuring Agency before issuance of the Bidding Document).

(a) **Name of Procuring Agency:-**	**Karachi Water & Sewerage Corporation**
(b) **Brief Description of Works:-**	**REPLACEMENT OF OLD / DAMAGED / CHOCKED 15" & 12" DIA RCC SEWER LINES OF CHOKANDI UC DAWOOD SHORO GOTH & DIFFERENT STREETS OF CHOKANDI AREA IBRAHIM HYDRI TOWN DISTRICT MALIR KW&SC**
(c) **Procuring Agency's address:-**	Executive Engineer (Sew), Ibrahim Hydri Town **Cattle Colony Road, Ibrahim Hydri Town** **District Malir**
(d) **Estimated Cost:-**	**Rs. 29,28,478/=**
(e) **Amount of Bid Security: -**	**Rs. 60,000/= of Estimated Cost**
(f) **Period of Bid Validity (days):-**	**90 Days** (Not more than ninety days).
(g) **Security Deposit:-** (including bid Security):-	**05%** (**10%** Including **Rs.60,000** of bid security not exceeding **10%**).
(h) **Performance Security:-**	**5%**
(i) **Percentage, if any, to be deducted from bills:-**	**10%** S/Deposit, **8%** Income Tax, **1.5%** Water Charges, **5%** SST-(as per policy of KW&SC).
(j) **Deadline for Submission of Bids on "EPADS" portal along with time:-**	**29-12-2025 at (2:00 PM)** (Palace of submission at the below address).
(k) **Venue, Time, and Date of Bid Opening:-**	**Office of the Accounts Officer (Sewerage) / Secretary Repair & Maintenance Works KW&SC, Room No.12-A First Floor Block- "C" 9th Mile Karsaz Shahrah-e-Faisal Karachi**, in the presence of Tenderer or their authorized representative on the dated & time. **29-12-2025 at (2:30 PM).**
(l) **Time for Completion from written order of commence:-**	**(180) Days).**
(m) **Liquidity damages: -**	**0.5%** (0.05% of Estimated cost or sanctioned cost per day of delay, but not exceeding **10%**).

Executive Engineer (Sew)
Ibrahim Hydri Town K.W.&.S.C

KARACHI WATER AND SEWERAGE CORPORATION

OFFICE OF THE EXECUTIVE ENGINEER (SEWERAGE) IBRAHIM HYDRI TOWN

Cattle Colony Road, Ibrahim Hydri Town District Malir

BILL OF QUANTITIES

NAME OF WORK: **REPLACEMENT OF OLD / DAMAGED / CHOCKED 15" & 12" DIA RCC SEWER LINES OF CHOKANDI UC DAWOOD SHORO GOTH & DIFFERENT STREETS OF CHOKANDI AREA IBRAHIM HYDRI TOWN DISTRICT MALIR KW&SC**

(A) Description and Rate of Items Based on Composite Schedule of Rates

S. No.	Quantities	Description of item to be executed at site	Rupees in Figures	Rupees in Words	Unit	Total Amount
01.	2350 Sft	Scarifying the existing road surface	633.72	Six Hundred Thirty Three & Seventy Two paisa	% Sft	14,892.42
02.	3525 Cft	Dismantling and removing road metaling.	26.93	Twenty Six & Ninety Three Paisa	P/ Cft	94,928.25
03.	10000 Cft	Excavation for pipeline and trenches, and pits in wet soil clay or mud i/c trimming and dressing sides to true alignment and shape leveling of beds of trenches to correct level and grade, cutting joints holes and disposal of surplus earth within a one chain as directed by Engineer incharge , Providing fence guards, lights, flags and temporary crossings for non-vehicular traffic where ever required lift upto 5 ft, (1.52m) and lead upto one chain (30.5m). 0'-5'	27432.00	Twenty Seven Thousand Four Hundred Thirty Two	% 0Cft	2,74,320.00
04.		Providing Laying General RCC Standard pipes with Rubber Ring, joint & fitting in trench i/c cutting fitting jointing with rubber ring i/c testing with water to specified pressure.				
	200 Rft	15" Dia	1536.64	One Hundred Five Hundred Thirty Six & Sixty Four Paisa	P/Rft	3,07,328.00
	700 Rft	12" Dia	1257.32	One Thousand Two Hundred Fifty Seven & Thirty Two Paisa	P/Rft	8,80,124.00
05.	23 Nos.	Providing M/H 4 feet internal diameter without RCC manhole covers 5 feet clear depth cast in situ 1:2:4 9"thick wall 1:4:8 cement concrete in 6 ft dia and 6 inch thick in foundation 1:2:4 CC in benching ½"thick cement plaster 1:3 cement mortar on inside wall and surface of channel and benching to top including Making required numbers of main and branches channels ¾" dia bar M.S foot rest at 12" c/c including cost of excavation in all kind of soil back filling and disposal of excavated stuff etc complete as per design and instruction of the Engineer in charge.	46274.00	Forty Six Thousand Two Hundred Seventy Four	Each	10,64,302.00

Cont, Page No-02

06.	02 Days	Full Hire charges of pumping set Per day i/c of wages of driver and assistant fuel or electric energy plat forms required for placing pumps etc, at lower depth with suction and delivery pipe for pumping out water found at various depths from trenches i/c the cost of erection and dismantling after completion of the job. (i)Hire charges of pumping set of upto 10 H.P pumping out water from 10 ft, deep trench.	5345.20	Five Thousand Three Hundred Forty Five & Paisa Twenty	P/Day	10,690.40
07.	23 Nos.	Making connection with the existing manholes i/c the cost of cutting holes in wall making them good in Cement Concrete 1:2:4 and making the required channel etc complete	631.80	Six Hundred Thirty One & Paisa Eighty	Each	14,531.40
08.	6438.16 % 0Cft	Refilling the excavated stuff in trenches 6" thick layer i/c watering ramming to full compaction etc, complete.	14020.80	Fourteen Thousand Twenty & Paisa Eighty	% 0Cft	90,268.13
09.	2350.00 Cft	Supply of Sand Hard of the any other Sources of the same modulus of the finances	4366.00	Four Thousand Three Hundred Sixty Six	%/ Cft	1,02,601.00
10	23 Nos.	Manufacturing & Supplying of R.C.C manhole cover cast in 1:2:4 cement concrete ratio 3" inch deep at center reinforced with 1/2" dia M.S tor bars with 4" c/c welded to a 3/16' thick 2 inch wide M.S Plate and two hooks of 3/8" inch dia tor bars including compacting, curing and transportation within 10 miles. (21" Dia)	3238.79	Three Thousand Two Hundred Thirty Eight & Paisa Seventy Nine	Each	74,492.17
					Total	29,28,478.00

FAKHUR UL ISLAM
EXECUTIVE ENGINEER (SEW)
IBRAHIM HYDRI TOWN,
K.W.& S.C

I hereby Quote _____ % At par/ Above/Below the Composite Schedule of Rates (CSR-2024) Rs. _____ Total after % At par/ Above/Below the Composite Schedule of Rates (CSR-2024) Rs.. _____ (Rupees _____ Only)

Contractor Signature:-_____

Address:-_____

LETTER FOR INVITATION FOR BIDS

Date:-_____

Bid Reference No:-_____

1- The procuring Agency, Karachi Water & Sewerage Corporation, invites e-bids from interested firms or bidder and should have valid registration with Sindh Revenue Board (SRB), Federal Board of Revenue (FBR) on active Taxpayer List (TPL) as well as (PEC) Registration certificate along-with speciation in relevant filed, GST Registration Certificate (where applicable) in the appropriate specific work with the Procurement Agency for the work of.
REPLACEMENT OF OLD / DAMAGED / CHOCKED 15" & 12" DIA RCC SEWER LINES OF CHOKANDI UC DAWOOD SHORO GOTH & DIFFERENT STREETS OF CHOKANDI AREA IBRAHIM HYDRI TOWN DISTRICT MALIR KW&SC

2- (enter the title, type, and financial volume of work), which be completed in **(180) day**'s time of completion (entire appropriate time period).

3- Biding documents shall be download from the website of "**EPADS**" (http://portalsindh.eprocurement.gov.pk) of SPPRA Sindh and its Tender(s) cost as mentioned in the "NIT" in the shape of Pay-order / Demand (non-refundable), shall be submit before the time of announcement of e-bid.

4- All bids must be accompanied by a Bid Security in the amount of **Rs.60,000** in the shape of Pay order / Call Deposit Receipt (CDR) and same must be submitted Physically in the office of the **Accounts Officer** (Sewerage) / Secretary Maintenance Works KW&SC, Room No.12-A first floor Block "C" 9th Mile Karsaz Shahrah-e-Faisal Karachi (indicate the address if it differs).

Note:- 1- Procuring Agency to enter the requisite information in blank spaces,
2- The Bid shell be opened within one / hour after the deadline submission of bids.

Executive Engineer (Sew)
Ibrahim Hydri Town
K.W.&.S.C

INSTRUCTION FOR PREPARING BIDS

In terms of Rule-21(c) of SPP Rules-2010 & amended upto date

1. The Participants must quote the rates both in words and figures.
2. Bid Security / Earnest Money should be made from the A/c. of the Company / Firm of the participant.
3. integrity pact on the stamp paper wroth Rs. 100/= should be uploaded with the Tender / Bid
4. Bid would not be conditional
5. Bids should be accompanied by bid Security of Required (%) / Amount
6. Bid uploaded on specified date and time
7. The firm will not be Blacklisted Firms
8. Submitted documents should not be found forged at any stage
9. Pay-order of the Bid security should be summited Physically as mentioned in "**NIT**".
10. Mandatory requirement of NTN, SRB (Sindh Revenue Board), in case of Supply items GST Registration Certificate as well as PEC Registration certificate where applicable.
11. Experience and Financial certificate as per "NIT"
12. Bid must be signed with stamp, address and contact number
13. All applicable taxes including SST/SRB will be deducted from Grass amount of bill.
14. The bill shall be routed through consultant

Executive Engineer (Sew)
Ibrahim Hydri Town
K.W.&.S.C

EVALUATION CRITERIA

In terms of Rule-21 (1) (b) Rule-21 (A) of SPP Rules-2010 & (Amended-2023)

1. The Bidder should have valid registration with Sindh Revenue Board (SRB), Federal Board of Revenue (FBR) on active Taxpayer List (TPL) as well as PEC Registration certificate along-with speciation in relevant filed, GST Registration Certificate (where applicable) and copy must be available with Tender.

2. Affidavit that, has never been black listed and copy of the same must be uploaded with tender.

3. The Pay-order of required Bid Security / Earnest Money should be made from the A/c of the Company / Firm of the participant as mentioned in "NIT" and must be available with the tender.

4. Possess technical experience of carrying out (5) similar nature of repairing works along-with its completion report, completed during last three years (From july-2022 to June-2025).

5. At least one similar nature of work having minimum cost 80% of the estimated cost of the work or at least two similar nature works each having minimum 50% of the estimated cost.

6. Average Annual Financial Turn-over not less than equivalent cost of the estimate during last Three (3) years.

7. In case of more than one bidder quoted same lowest price in a bid, then the next lowest bid quoted by only one bidder will be consider for evaluation.

8. It is clarified that quoted rates beyond "two decimals", shell be consider only two decimals in the evaluation process.

9. The whole Evaluation Process shall be based on "Least" Quoted Price.

FAKHUR UL ISLAM
EXECUTIVE ENGINEER (SEW)
KW&SC

Executive Engineer (Sew)
Ibrahim Hydri Town
K.W.&.S.C

Name of Work:- REPLACEMENT OF OLD / DAMAGED / CHOCKED 15" & 12" DIA RCC SEWER LINES OF CHOKANDI AREA IBRAHIM HYDRI TOWN DISTRICT MALIR KW&SC

(INTEGRITY PACT)

DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC. PAYABLE BY THE SUPPLIERS OF GOODS, SERVICES &WORKS INCONTRACTS WORTH RUPEES 10.00 MILLION OR MORE

Contract No._____ Dated_____

Contract Value: _____

Contract Title: _____

(Name of Supplier / Contractor/ Consultant) 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 ((PA)) or any administrative department or agency thereof or any other entity owned or controlled by (PA) through any corrupt business practice.

Without limiting the generality of the foregoing, ***(Name of Supplier / Contractor/ Consultant)*** 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, inclosing its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from Procuring Agency (PA), except that which has been expressly declared pursuant hereto.

(Name of Supplier / Contractor/ Consultant) certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in connection with 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 Supplier / Contractor/ Consultant) accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to de lent the purpose of this declaration, representation and warranty. It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other rights and remedies available to (PA) under any law, contract or other instrument, be voidable at the option of (PA).

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

Name of Procuring Agency:_____ Name of Contractor:_____

Signature: FAKHUR UL ISLAM
EXECUTIVE ENGINEER (SEW)
IBRAHIM HYDERI TOWN
KW&SC

Signature_____

Instructions to Bidders/ Procuring Agencies.

General Rules and Directions for the Guidance of Contractors.

This section of the bidding documents should provide the information necessary for bidders to prepare responsive bids, in accordance with the requirements of the Procuring Agency. It should also give information on bid submission, opening and evaluation, and on the award of contract.

Matters governing the performance of the Contract or payments under the Contract, or matters affecting the risks, rights, and obligations of the parties under the Contract are included as Conditions of Contract and *Contract Data*.

The *Instructions to Bidders* will not be part of the Contract and will cease to have effect once the contract is signed.

1. All work proposed to be executed by contract shall be notified in a form of Notice Inviting Tender (NIT)/Invitation for Bid (IFB) hoisted on website of Authority and Procuring Agency and also in printed media where ever required as per rules.

NIT must state the description of the work, dates, time and place of issuing, submission, opening of bids, completion time, cost of bidding document and bid security either in lump sum or percentage of Estimated Cost/Bid Cost. The interested bidder must have valid NTN also.

2. Content of Bidding Documents must include but not limited to: Conditions of contract, Contract Data, specifications or its reference, Bill of Quantities containing description of items with scheduled/item rates with premium to be filled in form of percentage above/ below or on item rates to be quoted, Form of Agreement and drawings.

3. **Fixed Price Contracts:** The Bid prices and rates are fixed during currency of contract and under no circumstance shall any contractor be entitled to claim enhanced rates for any item in this contract.

4. The Procuring Agency shall have right of rejecting all or any of the tenders as per provisions of SPP Rules 2010.

5. **Conditional Offer**: Any person who submits a tender shall fill up the usual printed form stating at what percentage above or below on the rates specified in Bill of Quantities for items of work to be carried out: he is willing to undertake the work and also quote the rates for those items which are based on market rates. Only one rate of such percentage, on all the Scheduled Rates shall be framed. Tenders, which propose any alternative in the works specified in the said form of invitation to tender or in the time

allowed for carrying out the work, or which contain any other conditions, will be liable to rejection. No printed form of tender shall include a tender for more than one work, but if contractor wish to tender for two or more works, they shall submit a separate tender for each.

The envelope containing the tender documents shall refer the name and number of the work.

6. All works shall be measured by standard instruments according to the rules.

7. Bidders shall provide evidence of their eligibility as and when requested by the Procuring Agency.

8. Any bid received by the Agency after the deadline for submission of bids shall be rejected and returned unopened to the bidder.

9.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.

10. Bid without bid security of required amount and prescribed form shall be rejected.

11. Bids determined to be substantially responsive shall be checked for any arithmetic errors. Arithmetical errors shall be rectified on the following basis;

(A) **In case of schedule rates**, the amount of percentage quoted above or below will be checked and added or subtracted from amount of bill of quantities to arrive the final bid cost.

(B) **In case of item rates,** .If there is a discrepancy between the unit rate and the total cost that is obtained by multiplying the unit rate and quantity, the unit rate shall prevail and the total cost will be corrected unless in the opinion of the Agency there is an obvious misplacement of the decimal point in the unit rate, in which case the total cost as quoted will govern and the unit rate corrected. If there is a discrepancy between the total bid amount and the sum of total costs, the sum of the total costs shall prevail and the total bid amount shall be corrected.

(C) Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.

Conditions of Contract

Clause – 1:Commencement & Completion Dates of work. The contractor shall not enter upon or commence any portion or work except with the written authority and instructions of the Engineer-in-charge or of in subordinate-in-charge of the work. Failing such authority the contractor shall have no claim to ask for measurements of or payment for work.

The contractor shall proceed with the works with due expedition and without delay and complete the works in the time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor and shall reckoned from the date on which the order to commence work is given to the contractor. And further to ensure good progress during the execution of the wok, contractor shall be bound, in all in which the time allowed for completion of any work exceeds one month, to achieve progress on the prorate basis.

Clause – 2:Liquidated Damages. The contractor shall pay liquidated damages to the Agency at the rate per day stated in the bidding data for each day that the completion date is later than the Intended completion date; the amount of liquidated damage paid by the contractor to the Agency shall not exceed 10 per cent of the contract price. Agency may deduct liquidated damages from payments due to the contractor. Payment of liquidated damages does not affect the contractor's liabilities.

Clause – 3: Termination of the Contract.

(A) Procuring Agency/Executive Engineer may terminate the contract if either of the following conditions exits:-

(i) contractor causes a breach of any clause of the Contract;
(ii) the progress of any particular portion of the work is unsatisfactory and notice of 10 days has expired;
(iii) in the case of abandonment of the work owing to the serious illness or death of the contractor or any other cause.
(iv) contractor can also request for termination of contract if a payment certified by the Engineer is not paid to the contractor within 60 days of the date of the submission of the bill;

(B) The Executive Engineer/Procuring Agency has power to adopt any of the following courses as may deem fit:-

(i) to forfeit the security deposit available except conditions mentioned at A (iii) and (iv) above;

(ii) to finalize the work by measuring the work done by the contractor.

(C) In the event of any of the above courses being adopted by the Executive Engineer/Procuring Agency, the contractor shall have:-

(i) no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials, or entered into any engagements, or made any advances on account of, or with a view to the execution of the work or the performance of the contract,

(ii) however, the contractor can claim for the work done at site duly certified by the executive engineer in writing regarding the performance of such work and has not been paid.

Procuring Agency/Engineer may invite fresh bids for remaining work.

Clause 4: Possession of the site and claims for compensation for delay. The Engineer shall give possession of all parts of the site to the contractor. If possession of site is not given by the date stated in the contract data, no compensation shall be allowed for any delay caused in starting of the work on account of any acquisition of land, water standing in borrow pits/ compartments or in according sanction to estimates. In such case, either date of commencement will be changed or period of completion is to be extended accordingly.

Clause –5: Extension of Intended Completion Date. The Procuring Agency either at its own initiatives before the date of completion or on desire of the contractor may extend the intended completion date, if an event (which hinders the execution of contract) occurs or a variation order is issued which makes it impossible to complete the work by the intended completion date for such period as he may think necessary or proper. The decision of the Executive Engineer in this matter shall be final; where time has been extended under this or any other clause of this agreement, the date for completion of the work shall be the date fixed by the order giving the extension or by the aggregate of all such orders, made under this agreement.

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

Clause –6: Specifications. The contractor shall execute the whole and every part of the work in the most substantial and work-man-like manner and both as regards materials and all other matters in strict accordance with the specifications lodged in the office of the Executive Engineer and initialed by the parties, the said specification being a part of the contract. The contractor shall also confirm exactly, fully and faithfully to the designs, drawing, and instructions in writing relating to the work signed by the Engineer-in-charge and lodge in his office and to which the contractor shall be entitled to have access at such office or on the site of work for the purpose of inspection during office hours and the contractor shall, if he so requires, be entitled at his own expense to make or cause to be made copies of the specifications, and of all such designs, drawings, and instructions as aforesaid.

Clause – 7: Payments.

(A) **Interim/Running Bill.** A bill shall be submitted by the contractor as frequently as the progress of the work may justify for all work executed and not included in any previous bill at least once in a month and the Engineer-in-charge shall take or cause to be taken the requisite measurements for the purpose of having the same verified and the claim, as for as admissible, adjusted, if possible before the expiry of ten days from the presentation of the bill, at any time depute a subordinate to measure up the said work in the presence of the contractor or his authorized agent, whose countersignature to the measurement list will be sufficient to warrant and the Engineer-in-charge may prepare a bill from such list which shall be binding on the contractor in all respects.

The Engineer /Procuring Agency shall pass/certify the amount to be paid to the contractor, which he considers due and payable in respect thereof, subject to deduction of security deposit, advance payment if any made to him and taxes.

All such intermediate payment shall be regarded as payments by way of advance against the final payment only and not as payments for work actually done and completed, and shall not preclude the Engineer-in-charge from recoveries from final bill and rectification of defects and unsatisfactory items of works pointed out to him during defect liability period.

(B) **The Final Bill.** A bill shall be submitted by the contractor within one month of the date fixed for the completion of the work otherwise Engineer-in-charge's certificate of the measurements and of the total amount payable for the works shall be final and binding on all parties.

Clause – 8: Reduced Rates. In cases where the items of work are not accepted as so completed, the Engineer-in-charge may make payment on account of such items at such reduced rates as he may consider reasonable in the preparation of final or on running account bills with reasons recorded in writing.

Clause – 9: Issuance of Variation and Repeat Orders.

(A) Agency may issue a Variation Order for procurement of works, physical services from the original contractor to cover any increase or decrease in quantities, including the introduction of new work items that are either due to change of plans, design or alignment to suit actual field conditions, within the general scope and physical boundaries of the contract.

(B) Contractor shall not perform a variation until the Procuring Agency has authorized the variation in writing subject to the limit not exceeding the contract cost by of 15% on the same conditions in all respects on which he agreed to do them in the

work, and at the same rates, as are specified in the tender for the main work. The contractor has no right to claim for compensation by reason of alterations or curtailment of the work.

(C) In case the nature of the work in the variation does not correspond with items in the Bill of Quantities, the quotation by the contractor is to be in the form of new rates for the relevant items of work, and if the Engineer-in-charge is satisfied that the rate quoted is within the rate worked out by him on detailed rate analysis, and then only he shall allow him that rate after approval from higher authority.

(D) The time for the completion of the work shall be extended in the proportion that the additional work bear to the original contact work.

(E) In case of quantities of work executed result the Initial Contract Price to be xceeded by more than 15%, and then Engineer can adjust the rates for those quantities causing excess the cost of contract beyond 15% after approval of Superintending Engineer.

(F) **Repeat Order:** Any cumulative variation, beyond the 15% of initial contract amount, shall be subject of another contract to be tendered out if the works are separable from the original contract.

Clause-10: Quality Control.

(A) **Identifying Defects:** If at any time before the security deposit is refunded to the contractor/during defect liability period mentioned in bid data, the Engineer-in-charge or his subordinate-in-charge of the work may instruct the contractor to uncover and test any part of the works which he considers may have a defect due to use of unsound materials or unskillful workmanship and the contractor has to carry out a test at his own cost irrespective of work already approved or paid.

(B) **Correction of Defects:** The contractor shall be bound forthwith to rectify or remove and reconstruct the work so specified in whole or in part, as the case may require. The contractor shall correct the notified defect within the Defects Correction Period mentioned in notice.

(C) **Uncorrected Defects:**

(i) In the case of any such failure, the Engineer-in-charge shall give the contractor at least 14 days notice of his intention to use a third party to correct a defect. He may rectify or remove, and re-execute the work or remove and replace the materials or articles complained of as the case may be at the risk and expense in all respects of the contractor.

(ii) If the Engineer considers that rectification/correction of a defect is not essential and it may be accepted or made use of; it shall be within his discretion to accept the same at such reduced rates as he may fix therefore.

Clause – 11:

(A) **Inspection of Operations.** The Engineer and his subordinates, shall at all reasonable times have access to the site for supervision and inspection of works under or in course of execution in pursuance of the contract and the contractor shall afford every facility for and every assistance in obtaining the right to such access.

(B) **Dates for Inspection and Testing.** The Engineer shall give the contractor reasonable notice of the intention of the Engineer-in-charge or his subordinate to visit the work shall have been given to the contractor, then he either himself be present to receive orders and instructions, or have a responsible agent duly accredited in writing present for that purpose, orders given to the contractor's duly authorized agent shall be considered to have the same force an effect as if they had been given to the contractor himself.

Clause – 12: Examination of work before covering up.

(A) No part of the works shall be covered up or put out of view/beyond the reach without giving notice of not less than five days to the Engineer whenever any such part of the works or foundations is or are ready or about to be ready for examination and the Engineer shall, without delay, unless he considers it unnecessary and advises the contractor accordingly, attend for the purpose of examining and measuring such part of the works or of examining such foundations;

(B) If any work is covered up or placed beyond the reach of measurement without such notice having been given, the same shall be uncovered at the contractor's expense, and in default thereof no payment or allowance shall be made for such work, or for the materials with which the same was executed.

Clause – 13: Risks. The contractor shall be responsible for all risks of loss of or damage to physical property or facilities or related services at the premises and of personal injury and death which arise during and in consequence of its performance of the contract. if any damage is caused while the work is in progress or become apparent within three months of the grant of the certificate of completion, final or otherwise, the contractor shall make good the same at his own expense, or in default the Engineer may cause the same to be made good by other workmen, and deduct the expenses from retention money lying with the Engineer.

Clause-14: Measures for prevention of fire and safety measures. The contractor shall not set fire to any standing jungle, trees, bush-wood or grass without a written permit from the Executive Engineer. When such permit is given, and also in all cases when destroying, cutting or uprooting trees, bush-wood, grass, etc by fire, the contractor shall take necessary measures to prevent such fire spreading to or otherwise damaging surrounding property. The contractor is responsible for the safety of all its activities including protection of the environment on and off the site. Compensation of all damage done intentionally or unintentionally on or off the site by the contractor's labour shall be paid by him.

Clause-15:Sub-contracting. The contractor shall not subcontract the whole of the works, except where otherwise provided by the contract. The contractor shall not subcontract any part of the works without the prior consent of the Engineer. Any such consent shall not relieve the contractor from any liability or obligation under the contract and he shall be responsible for the acts, defaults and neglects of any subcontractor, his agents, servants or workmen as if these acts, defaults or neglects were those of the contractor, his agents' servants or workmen. The provisions of this contract shall apply to such subcontractor or his employees as if he or it were employees of the contractor.

Clause – 16: Disputes. All disputes arising in connection with the present contract, and which cannot be amicably settled between the parties, , the decision of the Superintending Engineer of the circle/officer/one grade higher to awarding authority shall be final, conclusive and binding on all parties to the contract upon all questions relating to the meaning of the specifications, designs drawings, and instructions, hereinbefore mentioned and as to the quality of workmanship, or materials used on the work or as to any other questions, claim, right, matter, or thing whatsoever in any way arising out of, or relating to the contract design, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works, or the execution, of failure to execute the same, whether arising, during the progress of the work, or after the completion or abandonment thereof.

Clause –17: Site Clearance. On completion of the work, the contractor shall be furnished with a certificate by the Executive Engineer (hereinafter called the Engineer in-charge) of such completion, but neither such certificate shall be given nor shall the work be considered to be complete until the contractor shall have removed all temporary structures and materials brought at site either for use or for operation facilities including cleaning debris and dirt at the site. If the contractor fails to comply with the requirements of this clause then Engineer-in-charge, may at the expense of the contractor remove and dispose of the same as he thinks fit and shall deduct the amount of all expenses so incurred from the contractor's retention money. The contractor shall have no claim in respect of any surplus materials as aforesaid except for any sum actually realized by the sale thereof.

Clause –18: Financial Assistance /Advance

Payment. (A) Mobilization advance is not allowed.

(B) Secured Advance against materials brought at site.

(i) Secured Advance may be permitted only against imperishable materials/quantities anticipated to be consumed/utilized on the work within a period of three months from the date of issue of secured advance and definitely not for full quantities of materials for the entire work/contract. The sum payable for such materials on site shall not exceed 75% of the market price of materials;

(ii) Recovery of Secured Advance paid to the contractor under the above provisions shall be affected from the monthly payments on actual consumption basis, but not later than period more than three months (even if unutilized).

Clause –19: Recovery as arrears of Land Revenue. Any sum due to the Government by the contractor shall be liable for recovery as arrears of Land Revenue.

Clause –20: Refund of Security Deposit/Retention Money. On completion of the whole of the works (a work should be considered as complete for the purpose of refund of security deposit to a contractor from the last date on which its final measurements are checked by a competent authority, if such check is necessary otherwise from the last date of recording the final measurements), the defects notice period has also passed and the Engineer has certified that all defects notified to the contractor before the end of this period have been corrected, the security deposit lodged by a contractor (in cash or recovered in installments from his bills) shall be refunded to him after the expiry of three months from the date on which the work is completed.

Contractor

Executive Engineer (Sew)
Ibrahim Hydri Town K.W.&.S.C

Work No. 04

SPPRA BIDDING DOCUMENTS

STANDARD FORM OF BIDDING DOCUMENT FOR PROCUREMENT OF WORKS

(For contracts (Small) amounting between Rs.2.5 million to Rs.50 Millions)

(Harmonized with SPPRA Rules)

FOR THE WORK OF

REPLACEMENT OF OLD / DAMAGED / CHOCKED 15" & 12" DIA RCC SEWER LINES IN DIFFERENT STREETS OF QASIM TOWN, REHRI GOTH, AND ADJOINING OF UC REHRI IBRAHIM HYDRI TOWN DISTRICT MALIR KW&SC

EXECUTIVE ENGINEER (SEW)
IBRAHIM HYDRI TOWN, DISTRICT MALIR

KARACHI WATER & SEWERAGE CORPORATION
Cattle Colony Road, Ibrahim Hydri Town District Malir

BIDDING DATA

(This section to be filled in by the Engineer/Procuring Agency before issuance of the Bidding Document).

(a) Name of Procuring Agency:-	**Karachi Water & Sewerage Corporation**
(b) Brief Description of Works:-	**REPLACEMENT OF OLD / DAMAGED / CHOCKED 15" & 12" DIA RCC SEWER LINES IN DIFFERENT STREETS OF QASIM TOWN, REHRI GOTH, AND ADJOINING OF UC REHRI IBRAHIM HYDRI TOWN DISTRICT MALIR KW&SC**
(c) Procuring Agency's address:-	Executive Engineer (Sew), Ibrahim Hydri Town **Cattle Colony Road, Ibrahim Hydri Town** **District Malir**
(d) Estimated Cost:-	**Rs. 24,85,995/=**
(e) Amount of Bid Security: -	**Rs. 50,000/= of Estimated Cost**
(f) Period of Bid Validity (days):-	**90 Days** (Not more than ninety days).
(g) Security Deposit:- (including bid Security):-	**05%** (**10%** Including **Rs.50,000** of bid security not exceeding **10%**).
(h) Performance Security:-	**5%**
(i) Percentage, if any, to be deducted from bills:-	**10%** S/Deposit, **8%** Income Tax, **1.5%** Water Charges, **5%** SST-(as per policy of KW&SC).
(j) Deadline for Submission of Bids on "EPADS" portal along with time:-	**29-12-2025 at 2:00 PM** (Palace of submission at the below address).
(k) Venue, Time, and Date of Bid Opening:-	**Office of the Accounts Officer (Sewerage) / Secretary Repair & Maintenance Works KW&SC, Room No.12-A First Floor Block- "C" 9th Mile Karsaz Shahrah-e-Faisal Karachi**, in the presence of Tenderer or their authorized representative on the dated & time. **29-12-2025 at (2:30 PM).**
(l) Time for Completion from written order of commence:-	**(180) Days).**
(m) Liquidity damages: -	**0.5%** (0.05% of Estimated cost or sanctioned cost per day of delay, but not exceeding **10%**).

Executive Engineer (Sew)
Ibrahim Hydri Town K.W.&.S.C

KARACHI WATER AND SEWERAGE CORPORATION

OFFICE OF THE EXECUTIVE ENGINEER (SEWERAGE) IBRAHIM HYDRI TOWN

Malir Kala Board, TMA Ibrahim Hydri office DISTRICT MALIR

BILL OF QUANTITIES

NAME OF WORK: **REPLACEMENT OF OLD / DAMAGED / CHOCKED 15" & 12" DIA RCC SEWER LINES IN DIFFERENT STREETS OF QASIM TOWN, REHRI GOTH, AND ADJOINING OF UC REHRI IBRAHIM HYDRI TOWN DISTRICT MALIR KW&SC**

(A) Description and Rate of Items Based on Composite Schedule of Rates

S. No.	Quantities	Description of item to be executed at site	Rupees in Figures	Rupees in Words	Unit	Total Amount
01.	2100 Sft	Scarifying the existing road surface	633.72	Six Hundred Thirty Three & Seventy Two paisa	% Sft	13,308.12
02.	3150 Cft	Dismantling and removing road metaling.	26.93	Twenty Six & Ninety Three Paisa	P/ Cft	84,829.50
03.	10500 Cft	Excavation for pipeline and trenches, and pits in wet soil clay or mud i/c trimming and dressing sides to true alignment and shape leveling of beds of trenches to correct level and grade, cutting joints holes and disposal of surplus earth within a one chain as directed by Engineer incharge , Providing fence guards, lights, flags and temporary crossings for non-vehicular traffic where ever required lift upto 5 ft, (1.52m) and lead upto one chain (30.5m). **0'-5'**	27432.00	Twenty Seven Thousand Four Hundred Thirty Two	% 0Cft	2,88,036.00
04.		Providing Laying General RCC Standard pipes with Rubber Ring, joint & fitting in trench i/c cutting fitting jointing with rubber ring i/c testing with water to specified pressure.				
	200 Rft	15" Dia	1536.64	One Hundred Five Hundred Thirty Six & Sixty Four Paisa	P/Rft	3,07,328.00
	600 Rft	12" Dia	1257.32	One Thousand Two Hundred Fifty Seven & Thirty Two Paisa	P/Rft	7,54,392.00
05.	16 Nos.	Providing M/H 4 feet internal diameter without RCC manhole covers 5 feet clear depth cast in situ 1:2:4 9"thick wall 1:4:8 cement concrete in 6 ft dia and 6 inch thick in foundation 1:2:4 CC in benching ½"thick cement plaster 1:3 cement mortar on inside wall and surface of channel and benching to top including Making required numbers of main and branches channels ¾" dia bar M.S foot rest at 12" c/c including cost of excavation in all kind of soil back filling and disposal of excavated stuff etc complete as per design and instruction of the Engineer in charge.	46274.00	Forty Six Thousand Two Hundred Seventy Four	Each	7,40,384.00

Cont, Page No-02

06.	04 Days	Full Hire charges of pumping set Per day i/c of wages of driver and assistant fuel or electric energy plat forms required for placing pumps etc, at lower depth with suction and delivery pipe for pumping out water found at various depths from trenches i/c the cost of erection and dismantling after completion of the job. (i)Hire charges of pumping set of upto 10 H.P pumping out water from 10 ft, deep trench.	5345.20	Five Thousand Three Hundred Forty Five & Paisa Twenty	P/Day	21,380.80
07.	48 Nos.	Making connection with the existing manholes i/c the cost of cutting holes in wall making them good in Cement Concrete 1:2:4 and making the required channel etc complete	631.80	Six Hundred Thirty One & Paisa Eighty	Each	30,326.40
08.	7310.81 % 0Cft	Refilling the excavated stuff in trenches 6" thick layer i/c watering ramming to full compaction etc, complete.	14020.80	Fourteen Thousand Twenty & Paisa Eighty	% 0Cft	1,02,503.46
09.	2100.00 Cft	Supply of Sand Haro of the any other Sources of the same modulus of the finances	4366.00	Four Thousand Three Hundred Sixty Six	%/ Cft	91,686.00
10	16 Nos.	Manufacturing & Supplying of R.C.C manhole cover cast in 1:2:4 cement concrete ratio 3" inch deep at center reinforced with 1/2" dia M.S tor bars with 4" c/c welded to a 3/16' thick 2 inch wide M.S Plate and two hooks of 3/8" inch dia tor bars including compacting, curing and transportation within 10 miles. **(21" Dia)**	3238.79	Three Thousand Two Hundred Thirty Eight & Paisa Seventy Nine	Each	51,820.64
					Total	24,85,995.00

EXECUTIVE ENGINEER (SEW)
IBRAHIM HYDRI TOWN,
K.W.& S.C

I hereby Quote _____ % At par/ Above/Below the Composite Schedule of Rates (CSR-2024) Rs. _____ Total after % At par/ Above/Below the Composite Schedule of Rates (CSR-2024) Rs.. _____ (Rupees _____ Only)

Contractor Signature:-_____

Address:-_____

LETTER FOR INVITATION FOR BIDS

Date:-_____

Bid Reference No:-_____

1- The procuring Agency, Karachi Water & Sewerage Corporation, invites e-bids from interested firms or bidder and should have valid registration with Sindh Revenue Board (SRB), Federal Board of Revenue (FBR) on active Taxpayer List (TPL) as well as (PEC) Registration certificate along-with speciation in relevant filed, GST Registration Certificate (where applicable) in the appropriate specific work with the Procurement Agency for the work of.
REPLACEMENT OF OLD / DAMAGED / CHOCKED 15" & 12" DIA RCC SEWER LINES IN DIFFERENT STREETS OF QASIM TOWN, REHRI GOTH, AND ADJOINING OF UC REHRI IBRAHIM HYDRI TOWN DISTRICT MALIR KW&SC

2- (enter the title, type, and financial volume of work), which be completed in **(180) day**'s time of completion (entire appropriate time period).

3- Biding documents shall be download from the website of "**EPADS**" (http://portalsindh.eprocurement.gov.pk) of SPPRA Sindh and its Tender(s) cost as mentioned in the "NIT" in the shape of Pay-order / Demand (non-refundable), shall be submit before the time of announcement of e-bid.

4- All bids must be accompanied by a Bid Security in the amount of **Rs.50,000** in the shape of Pay order / Call Deposit Receipt (CDR) and same must be submitted Physically in the office of the **Accounts Officer** (Sewerage) / Secretary Maintenance Works KW&SC, Room No.12-A first floor Block "C" 9th Mile Karsaz Shahrah-e-Faisal Karachi (indicate the address if it differs).

Note:- 1- Procuring Agency to enter the requisite information in blank spaces,
2- The Bid shell be opened within one / hour after the deadline submission of bids.

FAKHUR UL ISLAM

Executive Engineer (Sew)
Ibrahim Hydri Town
K.W.&.S.C

INSTRUCTION FOR PREPARING BIDS

In terms of Rule-21(c) of SPP Rules-2010 & amended upto date

1. The Participants must quote the rates both in words and figures.
2. Bid Security / Earnest Money should be made from the A/c. of the Company / Firm of the participant.
3. integrity pact on the stamp paper wroth Rs. 100/= should be uploaded with the Tender / Bid
4. Bid would not be conditional
5. Bids should be accompanied by bid Security of Required (%) / Amount
6. Bid uploaded on specified date and time
7. The firm will not be Blacklisted Firms
8. Submitted documents should not be found forged at any stage
9. Pay-order of the Bid security should be summited Physically as mentioned in "**NIT**".
10. Mandatory requirement of NTN, SRB (Sindh Revenue Board), in case of Supply items GST Registration Certificate as well as PEC Registration certificate where applicable.
11. Experience and Financial certificate as per "NIT"
12. Bid must be signed with stamp, address and contact number
13. All applicable taxes including SST/SRB will be deducted from Grass amount of bill.
14. The bill shall be routed through consultant.

Executive Engineer (Sew)
Ibrahim Hydri Town
K.W.&.S.C

EVALUATION CRITERIA

In terms of Rule-21 (1) (h) Rule-21 (A) of SPP Rules-2010 & (Amended-2023)

1. The Bidder should have valid registration with Sindh Revenue Board (SRB), Federal Board of Revenue (FBR) on active Taxpayer List (TPL) as well as PEC Registration certificate along-with speciation in relevant filed, GST Registration Certificate (where applicable) and copy must be available with Tender.

2. Affidavit that, has never been black listed and copy of the same must be uploaded with tender.

3. The Pay-order of required Bid Security / Earnest Money should be made from the A/c of the Company / Firm of the participant as mentioned in "NIT" and must be available with the tender.

4. Possess technical experience of carrying out (5) similar nature of repairing works along-with its completion report, completed during last three years (From july-2022 to June-2025).

5. At least one similar nature of work having minimum cost 80% of the estimated cost of the work or at least two similar nature works each having minimum 50% of the estimated cost.

6. Average Annual Financial Turn-over not less than equivalent cost of the estimate during last Three (3) years.

7. In case of more than one bidder quoted same lowest price in a bid, then the next lowest bid quoted by only one bidder will be consider for evaluation.

8. It is clarified that quoted rates beyond "two decimals", shell be consider only two decimals in the evaluation process.

9. The whole Evaluation Process shall be based on "Least" Quoted Price.

FAKHUR UL ISLAM

Executive Engineer (Sew)
Ibrahim Hydri Town
K.W.&.S.C

Name of Work:- **REPLACEMENT OF OLD / DAMAGED / CHOCKED 15" & 12" DIA RCC SEWER LINES IN DIFFERENT STREETS OF QASIM TOWN, REHRI GOTH, AND ADJOINING OF UC REHRI IBRAHIM HYDRI TOWN DISTRICT MALIR KW&SC**

(INTEGRITY PACT)

DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC. PAYABLE BY THE SUPPLIERS OF GOODS, SERVICES &WORKS INCONTRACTS WO Rill RS. 10.00 MILLION OR MORE

Contract No._____ Dated_____
Contract Value: _____
Contract Title: _____

(Name of Supplier / Contractor/ Consultant) 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 ((PA)) or any administrative department or agency thereof or any other entity owned or controlled by (PA) through any corrupt business practice.

Without limiting the generality of the foregoing, ***(Name of Supplier / Contractor/ Consultant)*** 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, inclosing its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from Procuring Agency (PA), except that which has been expressly declared pursuant hereto.

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

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

Name of Procuring Agency:..... Name of Contractor;_____

Signature:..... Signature_____

RAHMAN UL ISLAM
IBRAHIM HYDERI TOWN
KW&SC

Instructions to Bidders/ Procuring Agencies.

General Rules and Directions for the Guidance of Contractors.

This section of the bidding documents should provide the information necessary for bidders to prepare responsive bids, in accordance with the requirements of the Procuring Agency. It should also give information on bid submission, opening and evaluation, and on the award of contract.

Matters governing the performance of the Contract or payments under the Contract, or matters affecting the risks, rights, and obligations of the parties under the Contract are included as Conditions of Contract and *Contract Data*.

The *Instructions to Bidders* will not be part of the Contract and will cease to have effect once the contract is signed.

1. All work proposed to be executed by contract shall be notified in a form of Notice Inviting Tender (NIT)/Invitation for Bid (IFB) hoisted on website of Authority and Procuring Agency and also in printed media where ever required as per rules.

NIT must state the description of the work, dates, time and place of issuing, submission, opening of bids, completion time, cost of bidding document and bid security either in lump sum or percentage of Estimated Cost/Bid Cost. The interested bidder must have valid NTN also.

2. Content of Bidding Documents must include but not limited to: Conditions of contract, Contract Data, specifications or its reference, Bill of Quantities containing description of items with scheduled/item rates with premium to be filled in form of percentage above/ below or on item rates to be quoted, Form of Agreement and drawings.

3. **Fixed Price Contracts:** The Bid prices and rates are fixed during currency of contract and under no circumstance shall any contractor be entitled to claim enhanced rates for any item in this contract.

4. The Procuring Agency shall have right of rejecting all or any of the tenders as per provisions of SPP Rules 2010.

5. **Conditional Offer**: Any person who submits a tender shall fill up the usual printed form stating at what percentage above or below on the rates specified in Bill of Quantities for items of work to be carried out: he is willing to undertake the work and also quote the rates for those items which are based on market rates. Only one rate of such percentage, on all the Scheduled Rates shall be framed. Tenders, which propose any alternative in the works specified in the said form of invitation to tender or in the time

allowed for carrying out the work, or which contain any other conditions, will be liable to rejection. No printed form of tender shall include a tender for more than one work, but if contractor wish to tender for two or more works, they shall submit a separate tender for each.

The envelope containing the tender documents shall refer the name and number of the work.

6. All works shall be measured by standard instruments according to the rules.

7. Bidders shall provide evidence of their eligibility as and when requested by the Procuring Agency.

8. Any bid received by the Agency after the deadline for submission of bids shall be rejected and returned unopened to the bidder.

9.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.

10. Bid without bid security of required amount and prescribed form shall be rejected.

11. Bids determined to be substantially responsive shall be checked for any arithmetic errors. Arithmetical errors shall be rectified on the following basis;

(A) **In case of schedule rates**, the amount of percentage quoted above or below will be checked and added or subtracted from amount of bill of quantities to arrive the final bid cost.

(B) **In case of item rates,** .If there is a discrepancy between the unit rate and the total cost that is obtained by multiplying the unit rate and quantity, the unit rate shall prevail and the total cost will be corrected unless in the opinion of the Agency there is an obvious misplacement of the decimal point in the unit rate, in which case the total cost as quoted will govern and the unit rate corrected. If there is a discrepancy between the total bid amount and the sum of total costs, the sum of the total costs shall prevail and the total bid amount shall be corrected.

(C) Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.

Conditions of Contract

Clause – 1:Commencement & Completion Dates of work. The contractor shall not enter upon or commence any portion or work except with the written authority and instructions of the Engineer-in-charge or of in subordinate-in-charge of the work. Failing such authority the contractor shall have no claim to ask for measurements of or payment for work.

The contractor shall proceed with the works with due expedition and without delay and complete the works in the time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor and shall reckoned from the date on which the order to commence work is given to the contractor. And further to ensure good progress during the execution of the wok, contractor shall be bound, in all in which the time allowed for completion of any work exceeds one month, to achieve progress on the prorate basis.

Clause – 2:Liquidated Damages. The contractor shall pay liquidated damages to the Agency at the rate per day stated in the bidding data for each day that the completion date is later than the Intended completion date; the amount of liquidated damage paid by the contractor to the Agency shall not exceed 10 per cent of the contract price. Agency may deduct liquidated damages from payments due to the contractor. Payment of liquidated damages does not affect the contractor's liabilities.

Clause – 3: Termination of the Contract.

(A) Procuring Agency/Executive Engineer may terminate the contract if either of the following conditions exits:-

(i) contractor causes a breach of any clause of the Contract;
(ii) the progress of any particular portion of the work is unsatisfactory and notice of 10 days has expired;
(iii) in the case of abandonment of the work owing to the serious illness or death of the contractor or any other cause.
(iv) contractor can also request for termination of contract if a payment certified by the Engineer is not paid to the contractor within 60 days of the date of the submission of the bill;

(B) The Executive Engineer/Procuring Agency has power to adopt any of the following courses as may deem fit:-

(i) to forfeit the security deposit available except conditions mentioned at A (iii) and (iv) above;

(ii) to finalize the work by measuring the work done by the contractor.

(C) In the event of any of the above courses being adopted by the Executive Engineer/Procuring Agency, the contractor shall have:-

(i) no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials, or entered into any engagements, or made any advances on account of, or with a view to the execution of the work or the performance of the contract,

(ii) however, the contractor can claim for the work done at site duly certified by the executive engineer in writing regarding the performance of such work and has not been paid.

Procuring Agency/Engineer may invite fresh bids for remaining work.

Clause 4: Possession of the site and claims for compensation for delay. The Engineer shall give possession of all parts of the site to the contractor. If possession of site is not given by the date stated in the contract data, no compensation shall be allowed for any delay caused in starting of the work on account of any acquisition of land, water standing in borrow pits/ compartments or in according sanction to estimates. In such case, either date of commencement will be changed or period of completion is to be extended accordingly.

Clause –5: Extension of Intended Completion Date. The Procuring Agency either at its own initiatives before the date of completion or on desire of the contractor may extend the intended completion date, if an event (which hinders the execution of contract) occurs or a variation order is issued which makes it impossible to complete the work by the intended completion date for such period as he may think necessary or proper. The decision of the Executive Engineer in this matter shall be final; where time has been extended under this or any other clause of this agreement, the date for completion of the work shall be the date fixed by the order giving the extension or by the aggregate of all such orders, made under this agreement.

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

Clause –6: Specifications. The contractor shall execute the whole and every part of the work in the most substantial and work-man-like manner and both as regards materials and all other matters in strict accordance with the specifications lodged in the office of the Executive Engineer and initialed by the parties, the said specification being a part of the contract. The contractor shall also confirm exactly, fully and faithfully to the designs, drawing, and instructions in writing relating to the work signed by the Engineer-in-charge and lodge in his office and to which the contractor shall be entitled to have access at such office or on the site of work for the purpose of inspection during office hours and the contractor shall, if he so requires, be entitled at his own expense to make or cause to be made copies of the specifications, and of all such designs, drawings, and instructions as aforesaid.

Clause – 7: Payments.

(A) **Interim/Running Bill.** A bill shall be submitted by the contractor as frequently as the progress of the work may justify for all work executed and not included in any previous bill at least once in a month and the Engineer-in-charge shall take or cause to be taken the requisite measurements for the purpose of having the same verified and the claim, as for as admissible, adjusted, if possible before the expiry of ten days from the presentation of the bill, at any time depute a subordinate to measure up the said work in the presence of the contractor or his authorized agent, whose countersignature to the measurement list will be sufficient to warrant and the Engineer-in-charge may prepare a bill from such list which shall be binding on the contractor in all respects.

The Engineer /Procuring Agency shall pass/certify the amount to be paid to the contractor, which he considers due and payable in respect thereof, subject to deduction of security deposit, advance payment if any made to him and taxes.

All such intermediate payment shall be regarded as payments by way of advance against the final payment only and not as payments for work actually done and completed, and shall not preclude the Engineer-in-charge from recoveries from final bill and rectification of defects and unsatisfactory items of works pointed out to him during defect liability period.

(B) **The Final Bill.** A bill shall be submitted by the contractor within one month of the date fixed for the completion of the work otherwise Engineer-in-charge's certificate of the measurements and of the total amount payable for the works shall be final and binding on all parties.

Clause – 8: Reduced Rates. In cases where the items of work are not accepted as so completed, the Engineer-in-charge may make payment on account of such items at such reduced rates as he may consider reasonable in the preparation of final or on running account bills with reasons recorded in writing.

Clause – 9: Issuance of Variation and Repeat Orders.

(A) Agency may issue a Variation Order for procurement of works, physical services from the original contractor to cover any increase or decrease in quantities, including the introduction of new work items that are either due to change of plans, design or alignment to suit actual field conditions, within the general scope and physical boundaries of the contract.

(B) Contractor shall not perform a variation until the Procuring Agency has authorized the variation in writing subject to the limit not exceeding the contract cost by of 15% on the same conditions in all respects on which he agreed to do them in the

work, and at the same rates, as are specified in the tender for the main work. The contractor has no right to claim for compensation by reason of alterations or curtailment of the work.

(C) In case the nature of the work in the variation does not correspond with items in the Bill of Quantities, the quotation by the contractor is to be in the form of new rates for the relevant items of work, and if the Engineer-in-charge is satisfied that the rate quoted is within the rate worked out by him on detailed rate analysis, and then only he shall allow him that rate after approval from higher authority.

(D) The time for the completion of the work shall be extended in the proportion that the additional work bear to the original contact work.

(E) In case of quantities of work executed result the Initial Contract Price to be xceeded by more than 15%, and then Engineer can adjust the rates for those quantities causing excess the cost of contract beyond 15% after approval of Superintending Engineer.

(F) **Repeat Order:** Any cumulative variation, beyond the 15% of initial contract amount, shall be subject of another contract to be tendered out if the works are separable from the original contract.

Clause-10: Quality Control.

(A) **Identifying Defects:** If at any time before the security deposit is refunded to the contractor/during defect liability period mentioned in bid data, the Engineer-in-charge or his subordinate-in-charge of the work may instruct the contractor to uncover and test any part of the works which he considers may have a defect due to use of unsound materials or unskillful workmanship and the contractor has to carry out a test at his own cost irrespective of work already approved or paid.

(B) **Correction of Defects:** The contractor shall be bound forthwith to rectify or remove and reconstruct the work so specified in whole or in part, as the case may require. The contractor shall correct the notified defect within the Defects Correction Period mentioned in notice.

(C) **Uncorrected Defects:**

(i) In the case of any such failure, the Engineer-in-charge shall give the contractor at least 14 days notice of his intention to use a third party to correct a defect. He may rectify or remove, and re-execute the work or remove and replace the materials or articles complained of as the case may be at the risk and expense in all respects of the contractor.

(ii) If the Engineer considers that rectification/correction of a defect is not essential and it may be accepted or made use of; it shall be within his discretion to accept the same at such reduced rates as he may fix therefore.

Clause – 11:

(A) **Inspection of Operations.** The Engineer and his subordinates, shall at all reasonable times have access to the site for supervision and inspection of works under or in course of execution in pursuance of the contract and the contractor shall afford every facility for and every assistance in obtaining the right to such access.

(B) **Dates for Inspection and Testing.** The Engineer shall give the contractor reasonable notice of the intention of the Engineer-in-charge or his subordinate to visit the work shall have been given to the contractor, then he either himself be present to receive orders and instructions, or have a responsible agent duly accredited in writing present for that purpose, orders given to the contractor's duly authorized agent shall be considered to have the same force an effect as if they had been given to the contractor himself.

Clause – 12: Examination of work before covering up.

(A) No part of the works shall be covered up or put out of view/beyond the reach without giving notice of not less than five days to the Engineer whenever any such part of the works or foundations is or are ready or about to be ready for examination and the Engineer shall, without delay, unless he considers it unnecessary and advises the contractor accordingly, attend for the purpose of examining and measuring such part of the works or of examining such foundations;

(B) If any work is covered up or placed beyond the reach of measurement without such notice having been given, the same shall be uncovered at the contractor's expense, and in default thereof no payment or allowance shall be made for such work, or for the materials with which the same was executed.

Clause – 13: Risks. The contractor shall be responsible for all risks of loss of or damage to physical property or facilities or related services at the premises and of personal injury and death which arise during and in consequence of its performance of the contract. if any damage is caused while the work is in progress or become apparent within three months of the grant of the certificate of completion, final or otherwise, the contractor shall make good the same at his own expense, or in default the Engineer may cause the same to be made good by other workmen, and deduct the expenses from retention money lying with the Engineer.

Clause-14: Measures for prevention of fire and safety measures. The contractor shall not set fire to any standing jungle, trees, bush-wood or grass without a written permit from the Executive Engineer. When such permit is given, and also in all cases when destroying, cutting or uprooting trees, bush-wood, grass, etc by fire, the contractor shall take necessary measures to prevent such fire spreading to or otherwise damaging surrounding property. The contractor is responsible for the safety of all its activities including protection of the environment on and off the site. Compensation of all damage done intentionally or unintentionally on or off the site by the contractor's labour shall be paid by him.

Clause-15:Sub-contracting. The contractor shall not subcontract the whole of the works, except where otherwise provided by the contract. The contractor shall not subcontract any part of the works without the prior consent of the Engineer. Any such consent shall not relieve the contractor from any liability or obligation under the contract and he shall be responsible for the acts, defaults and neglects of any subcontractor, his agents, servants or workmen as if these acts, defaults or neglects were those of the contractor, his agents' servants or workmen. The provisions of this contract shall apply to such subcontractor or his employees as if he or it were employees of the contractor.

Clause – 16: Disputes. All disputes arising in connection with the present contract, and which cannot be amicably settled between the parties, , the decision of the Superintending Engineer of the circle/officer/one grade higher to awarding authority shall be final, conclusive and binding on all parties to the contract upon all questions relating to the meaning of the specifications, designs drawings, and instructions, hereinbefore mentioned and as to the quality of workmanship, or materials used on the work or as to any other questions, claim, right, matter, or thing whatsoever in any way arising out of, or relating to the contract design, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works, or the execution, of failure to execute the same, whether arising, during the progress of the work, or after the completion or abandonment thereof.

Clause –17: Site Clearance. On completion of the work, the contractor shall be furnished with a certificate by the Executive Engineer (hereinafter called the Engineer in-charge) of such completion, but neither such certificate shall be given nor shall the work be considered to be complete until the contractor shall have removed all temporary structures and materials brought at site either for use or for operation facilities including cleaning debris and dirt at the site. If the contractor fails to comply with the requirements of this clause then Engineer-in-charge, may at the expense of the contractor remove and dispose of the same as he thinks fit and shall deduct the amount of all expenses so incurred from the contractor's retention money. The contractor shall have no claim in respect of any surplus materials as aforesaid except for any sum actually realized by the sale thereof.

Clause –18: Financial Assistance /Advance

Payment. (A) Mobilization advance is not allowed.

(B) Secured Advance against materials brought at site.

(i) Secured Advance may be permitted only against imperishable materials/quantities anticipated to be consumed/utilized on the work within a period of three months from the date of issue of secured advance and definitely not for full quantities of materials for the entire work/contract. The sum payable for such materials on site shall not exceed 75% of the market price of materials;

(ii) Recovery of Secured Advance paid to the contractor under the above provisions shall be affected from the monthly payments on actual consumption basis, but not later than period more than three months (even if unutilized).

Clause –19: Recovery as arrears of Land Revenue. Any sum due to the Government by the contractor shall be liable for recovery as arrears of Land Revenue.

Clause –20: Refund of Security Deposit/Retention Money. On completion of the whole of the works (a work should be considered as complete for the purpose of refund of security deposit to a contractor from the last date on which its final measurements are checked by a competent authority, if such check is necessary otherwise from the last date of recording the final measurements), the defects notice period has also passed and the Engineer has certified that all defects notified to the contractor before the end of this period have been corrected, the security deposit lodged by a contractor (in cash or recovered in installments from his bills) shall be refunded to him after the expiry of three months from the date on which the work is completed.

Contractor

Executive Engineer (Sew)
Ibrahim Hydri Town K.W.&.S.C

Work No. 05

SPPRA BIDDING DOCUMENTS

STANDARD FORM OF BIDDING DOCUMENT FOR PROCUREMENT OF WORKS

(For contracts (Small) amounting between Rs.2.5 million to Rs.50 Millions)

(Harmonized with SPPRA Rules)

FOR THE WORK OF

REPLACEMENT OF OLD / DAMAGED / CHOCKED 12" DIA RCC SEWER LINES OF CATTLE COLONY UC-03 NEAR IMAM BARGAH CATTLE COLONY & ROAD NO-09 MAIN BAZAR OF CATTLE COLONY UC-03 AND CONSTRUCTION OF INTERMIDIATE MANHOLE AT DIFFERENT LOCATIONS & VARIOUS POINTS IN ENTIRE IBRAHIM HYDRI TOWN DISTRICT MALIR KW&SC

EXECUTIVE ENGINEER (SEW)
IBRAHIM HYDRI TOWN, DISTRICT MALIR

KARACHI WATER & SEWERAGE CORPORATION
Cattle Colony Road, Ibrahim Hydri Town District Malir

BIDDING DATA

(This section to be filled in by the Engineer/Procuring Agency before issuance of the Bidding Document).

(a) Name of Procuring Agency:-	**Karachi Water & Sewerage Corporation**
(b) Brief Description of Works:-	**REPLACEMENT OF OLD / DAMAGED / CHOCKED 12" DIA RCC SEWER LINES OF CATTLE COLONY UC-03 NEAR IMAM BARGAH CATTLE COLONY & ROAD NO-09 MAIN BAZAR OF CATTLE COLONY UC-03 AND CONSTRUCTION OF INTERMIDIATE MANHOLE AT DIFFERENT LOCATIONS & VARIOUS POINTS IN ENTIRE IBRAHIM HYDRI TOWN DISTRICT MALIR KW&SC**
(c) Procuring Agency's address:-	Executive Engineer (Sew), Ibrahim Hydri Town **Cattle Colony Road, Ibrahim Hydri Town** **District Malir**
(d) Estimated Cost:-	**Rs. 28,31,711/=**
(e) Amount of Bid Security: -	**Rs. 50,000/= of Estimated Cost**
(f) Period of Bid Validity (days):-	**90 Days** (Not more than ninety days).
(g) Security Deposit:- (including bid Security):-	**05%** (**10%** Including **Rs.50,000** of bid security not exceeding **10%**).
(h) Performance Security:-	**5%**
(i) Percentage, if any, to be deducted from bills:-	**10%** S/Deposit, **8%** Income Tax, **1.5%** Water Charges, **5%** SST-(as per policy of KW&SC).
(j) Deadline for Submission of Bids on "EPADS" portal along with time:-	**29-12-2025 at 2:00 PM** (Palace of submission at the below address).
(k) Venue, Time, and Date of Bid Opening:-	**Office of the Accounts Officer (Sewerage) / Secretary Repair & Maintenance Works KW&SC, Room No.12-A First Floor Block- "C" 9th Mile Karsaz Shahrah-e-Faisal Karachi**, in the presence of Tenderer or their authorized representative on the dated & time. **29-12-2025 at (2:30 PM).**
(l) Time for Completion from written order of commence:-	**(180) Days).**
(m) Liquidity damages: -	**0.5%** (0.05% of Estimated cost or sanctioned cost per day of delay, but not exceeding **10%**).

Executive Engineer (Sew)
Ibrahim Hydri Town K.W.&.S.C

KARACHI WATER AND SEWERAGE CORPORATION

OFFICE OF THE EXECUTIVE ENGINEER (SEWERAGE) IBRAHIM HYDRI TOWN

Cattle Colony Road, Ibrahim Hydri Town District Malir

BILL OF QUANTITIES

NAME OF WORK: **REPLACEMENT OF OLD / DAMAGED / CHOCKED 12" DIA RCC SEWER LINES OF CATTLE COLONY UC-03 NEAR IMAM BARGAH CATTLE COLONY & ROAD NO-09 MAIN BAZAR OF CATTLE COLONY UC-03 AND CONSTRUCTION OF INTERMIDIATE MANHOLE AT DIFFERENT LOCATIONS & VARIOUS POINTS IN ENTIRE IBRAHIM HYDRI TOWN DISTRICT MALIR KW&SC**

(A) Description and Rate of Items Based on Composite Schedule of Rates

S. No.	Quantities	Description of item to be executed at site	Rupees in Figures	Rupees in Words	Unit	Total Amount
01.	2500 Sft	Scarifying the existing road surface	633.72	Six Hundred Thirty Three & Seventy Two paisa	% Sft	15,843.00
02.	3750 Cft	Dismantling and removing road metaling.	26.93	Twenty Six & Ninety Three Paisa	P/ Cft	1,00,987.50
03.	10000 Cft	Excavation for pipeline and trenches, and pits in wet soil clay or mud i/c trimming and dressing sides to true alignment and shape leveling of beds of trenches to correct level and grade, cutting joints holes and disposal of surplus earth within a one chain as directed by Engineer incharge , Providing fence guards, lights, flags and temporary crossings for non-vehicular traffic where ever required lift upto 5 ft, (1.52m) and lead upto one chain (30.5m). **0'-5'**	27432.00	Twenty Seven Thousand Four Hundred Thirty Two	% 0Cft	2,74,320.00
04.		Providing Laying General RCC Standard pipes with Rubber Ring, joint & fitting in trench i/c cutting fitting jointing with rubber ring i/c testing with water to specified pressure.				
	700 Rft	12" Dia	1257.32	One Thousand Two Hundred Fifty Seven & Thirty Two Paisa	P/Rft	12,57,320.00
05.	19 Nos.	Providing M/H 4 feet internal diameter without RCC manhole covers 5 feet clear depth cast in situ 1:2:4 9"thick wall 1:4:8 cement concrete in 6 ft dia and 6 inch thick in foundation 1:2:4 CC in benching ½"thick cement plaster 1:3 cement mortar on inside wall and surface of channel and benching to top including Making required numbers of main and branches channels ¾" dia bar M.S foot rest at 12" c/c including cost of excavation in all kind of soil back filling and disposal of excavated stuff etc complete as per design and instruction of the Engineer in charge.	46274.00	Forty Six Thousand Two Hundred Seventy Four	Each	8,79,206.00

Cont. Page No-02

06.	04 Days	Full Hire charges of pumping set Per day i/c of wages of driver and assistant fuel or electric energy plat forms required for placing pumps etc, at lower depth with suction and delivery pipe for pumping out water found at various depths from trenches i/c the cost of erection and dismantling after completion of the job. (i)Hire charges of pumping set of upto 10 H.P pumping out water from 10 ft, deep trench.	5345.20	Five Thousand Three Hundred Forty Five & Paisa Twenty	P/Day	21,380.80
07.	38 Nos.	Making connection with the existing manholes i/c the cost of cutting holes in wall making them good in Cement Concrete 1:2:4 and making the required channel etc complete	631.80	Six Hundred Thirty One & Paisa Eighty	Each	24,008.40
08.	6273.44 % 0Cft	Refilling the excavated stuff in trenches 6" thick layer i/c watering ramming to full compaction etc, complete.	14020.80	Fourteen Thousand Twenty & Paisa Eighty	% 0Cft	87,958.65
09.	2500.00 Cft	Supply of Sand Haro of the any other Sources of the same modulus of the finances	4366.00	Four Thousand Three Hundred Sixty Six	%/ Cft	1,09,150.00
10	19 Nos.	Manufacturing & Supplying of R.C.C manhole cover cast in 1:2:4 cement concrete ratio 3" inch deep at center reinforced with 1/2" dia M.S tor bars with 4" c/c welded to a 3/16' thick 2 inch wide M.S Plate and two hooks of 3/8" inch dia tor bars including compacting, curing and transportation within 10 miles. **(21" Dia)**	3238.79	Three Thousand Two Hundred Thirty Eight & Paisa Seventy Nine	Each	61,537.01
					Total	28,31,711.00

EXECUTIVE ENGINEER (SEW)
IBRAHIM HYDRI TOWN,
K.W.& S.C

I hereby Quote _____ % At par/ Above/Below the Composite Schedule of Rates (CSR-2024) Rs. _____ Total after % At par/ Above/Below the Composite Schedule of Rates (CSR-2024) Rs.. _____ (Rupees _____ Only)

Contractor Signature:-_____

Address:-_____

LETTER FOR INVITATION FOR BIDS

Date:-_____

Bid Reference No:-_____

1- The procuring Agency, Karachi Water & Sewerage Corporation, invites e-bids from interested firms or bidder and should have valid registration with Sindh Revenue Board (SRB), Federal Board of Revenue (FBR) on active Taxpayer List (TPL) as well as (PEC) Registration certificate along-with speciation in relevant filed, GST Registration Certificate (where applicable) in the appropriate specific work with the Procurement Agency for the work of.
REPLACEMENT OF OLD / DAMAGED / CHOCKED 12" DIA RCC SEWER LINES OF CATTLE COLONY UC-03 NEAR IMAM BARGAH CATTLE COLONY & ROAD NO-09 MAIN BAZAR OF CATTLE COLONY UC-03 AND CONSTRUCTION OF INTERMIDIATE MANHOLE AT DIFFERENT LOCATIONS & VARIOUS POINTS IN ENTIRE IBRAHIM HYDRI TOWN DISTRICT MALIR KW&SC

2- (enter the title, type, and financial volume of work), which be completed in **(180) day**'s time of completion (entire appropriate time period).

3- Biding documents shall be download from the website of "**EPADS**" (http://portalsindh.eprocurement.gov.pk) of SPPRA Sindh and its Tender(s) cost as mentioned in the "NIT" in the shape of Pay-order / Demand (non-refundable), shall be submit before the time of announcement of e-bid.

4- All bids must be accompanied by a Bid Security in the amount of **Rs.50,000** in the shape of Pay order / Call Deposit Receipt (CDR) and same must be submitted Physically in the office of the **Accounts Officer** (Sewerage) / Secretary Maintenance Works KW&SC, Room No.12-A first floor Block "C" 9th Mile Karsaz Shahrah-e-Faisal Karachi (indicate the address if it differs).

Note:- 1- Procuring Agency to enter the requisite information in blank spaces,
2- The Bid shell be opened within one / hour after the deadline submission of bids.

FAKHUR UL ISLAM

Executive Engineer (Sew)
Ibrahim Hydri Town
K.W.&.S.C

INSTRUCTION FOR PREPARING BIDS

In terms of Rule-21(c) of SPP Rules-2010 & amended upto date

1. The Participants must quote the rates both in words and figures.
2. Bid Security / Earnest Money should be made from the A/c. of the Company / Firm of the participant.
3. integrity pact on the stamp paper wroth Rs. 100/= should be uploaded with the Tender / Bid
4. Bid would not be conditional
5. Bids should be accompanied by bid Security of Required (%) / Amount
6. Bid uploaded on specified date and time
7. The firm will not be Blacklisted Firms
8. Submitted documents should not be found forged at any stage
9. Pay-order of the Bid security should be summited Physically as mentioned in "**NIT**".
10. Mandatory requirement of NTN, SRB (Sindh Revenue Board), in case of Supply items GST Registration Certificate as well as PEC Registration certificate where applicable.
11. Experience and Financial certificate as per "NIT"
12. Bid must be signed with stamp, address and contact number
13. All applicable taxes including SST/SRB will be deducted from Grass amount of bill.
14. The bill shall be routed through consultant.

Executive Engineer (Sew)
Ibrahim Hydri Town
K.W.&.S.C

EVALUATION CRITERIA

In terms of Rule-21 (1) (h) Rule-21 (A) of SPP Rules-2010 & (Amended-2023)

1. The Bidder should have valid registration with Sindh Revenue Board (SRB), Federal Board of Revenue (FBR) on active Taxpayer List (TPL) as well as PEC Registration certificate along-with speciation in relevant filed, GST Registration Certificate (where applicable) and copy must be available with Tender.

2. Affidavit that, has never been black listed and copy of the same must be uploaded with tender.

3. The Pay-order of required Bid Security / Earnest Money should be made from the A/c of the Company / Firm of the participant as mentioned in "NIT" and must be available with the tender.

4. Possess technical experience of carrying out (5) similar nature of repairing works along-with its completion report, completed during last three years (From july-2022 to June-2025).

5. At least one similar nature of work having minimum cost 80% of the estimated cost of the work or at least two similar nature works each having minimum 50% of the estimated cost.

6. Average Annual Financial Turn-over not less than equivalent cost of the estimate during last Three (3) years.

7. In case of more than one bidder quoted same lowest price in a bid, then the next lowest bid quoted by only one bidder will be consider for evaluation.

8. It is clarified that quoted rates beyond "two decimals", shell be consider only two decimals in the evaluation process.

9. The whole Evaluation Process shall be based on "Least" Quoted Price.

FAKHUR UL ISLAM

Executive Engineer (Sew)
Ibrahim Hydri Town
K.W.&.S.C

Name of Work:- **REPLACEMENT OF OLD / DAMAGED / CHOCKED 12" DIA RCC SEWER LINES OF CATTLE COLONY UC-03 NEAR IMAM BARGAH CATTLE COLONY & ROAD NO-09 MAIN BAZAR OF CATTLE COLONY UC-03 AND CONSTRUCTION OF INTERMIDIATE MANHOLE AT DIFFERENT LOCATIONS & VARIOUS POINTS IN ENTIRE IBRAHIM HYDRI TOWN DISTRICT MALIR KW&SC**

(INTEGRITY PACT)

DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC. PAYABLE BY THE SUPPLIERS OF GOODS, SERVICES &WORKS INCONTRACTS WO Rill RS. 10.00 MILLION OR MORE

Contract No._____ Dated_____
Contract Value: _____
Contract Title: _____

(Name of Supplier / Contractor/ Consultant) 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 ((PA)) or any administrative department or agency thereof or any other entity owned or controlled by (PA) through any corrupt business practice.

Without limiting the generality of the foregoing, ***(Name of Supplier / Contractor/ Consultant)*** 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, inclosing its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from Procuring Agency (PA), except that which has been expressly declared pursuant hereto.

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

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

Name of Procuring Agency:..... Name of Contractor;_____

Signature:..... Signature_____

FAKHUR UL ISLAM
EXECUTIVE ENGINEER (QEW)
IBRAHIM HYDERI TOWN
KW&SC

Instructions to Bidders/ Procuring Agencies.

General Rules and Directions for the Guidance of Contractors.

This section of the bidding documents should provide the information necessary for bidders to prepare responsive bids, in accordance with the requirements of the Procuring Agency. It should also give information on bid submission, opening and evaluation, and on the award of contract.

Matters governing the performance of the Contract or payments under the Contract, or matters affecting the risks, rights, and obligations of the parties under the Contract are included as Conditions of Contract and *Contract Data*.

The *Instructions to Bidders* will not be part of the Contract and will cease to have effect once the contract is signed.

1. All work proposed to be executed by contract shall be notified in a form of Notice Inviting Tender (NIT)/Invitation for Bid (IFB) hoisted on website of Authority and Procuring Agency and also in printed media where ever required as per rules.

NIT must state the description of the work, dates, time and place of issuing, submission, opening of bids, completion time, cost of bidding document and bid security either in lump sum or percentage of Estimated Cost/Bid Cost. The interested bidder must have valid NTN also.

2. Content of Bidding Documents must include but not limited to: Conditions of contract, Contract Data, specifications or its reference, Bill of Quantities containing description of items with scheduled/item rates with premium to be filled in form of percentage above/ below or on item rates to be quoted, Form of Agreement and drawings.

3. **Fixed Price Contracts:** The Bid prices and rates are fixed during currency of contract and under no circumstance shall any contractor be entitled to claim enhanced rates for any item in this contract.

4. The Procuring Agency shall have right of rejecting all or any of the tenders as per provisions of SPP Rules 2010.

5. **Conditional Offer**: Any person who submits a tender shall fill up the usual printed form stating at what percentage above or below on the rates specified in Bill of Quantities for items of work to be carried out: he is willing to undertake the work and also quote the rates for those items which are based on market rates. Only one rate of such percentage, on all the Scheduled Rates shall be framed. Tenders, which propose any alternative in the works specified in the said form of invitation to tender or in the time

allowed for carrying out the work, or which contain any other conditions, will be liable to rejection. No printed form of tender shall include a tender for more than one work, but if contractor wish to tender for two or more works, they shall submit a separate tender for each.

The envelope containing the tender documents shall refer the name and number of the work.

6. All works shall be measured by standard instruments according to the rules.

7. Bidders shall provide evidence of their eligibility as and when requested by the Procuring Agency.

8. Any bid received by the Agency after the deadline for submission of bids shall be rejected and returned unopened to the bidder.

9.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.

10. Bid without bid security of required amount and prescribed form shall be rejected.

11. Bids determined to be substantially responsive shall be checked for any arithmetic errors. Arithmetical errors shall be rectified on the following basis;

(A) **In case of schedule rates**, the amount of percentage quoted above or below will be checked and added or subtracted from amount of bill of quantities to arrive the final bid cost.

(B) **In case of item rates,** .If there is a discrepancy between the unit rate and the total cost that is obtained by multiplying the unit rate and quantity, the unit rate shall prevail and the total cost will be corrected unless in the opinion of the Agency there is an obvious misplacement of the decimal point in the unit rate, in which case the total cost as quoted will govern and the unit rate corrected. If there is a discrepancy between the total bid amount and the sum of total costs, the sum of the total costs shall prevail and the total bid amount shall be corrected.

(C) Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.

Conditions of Contract

Clause – 1:Commencement & Completion Dates of work. The contractor shall not enter upon or commence any portion or work except with the written authority and instructions of the Engineer-in-charge or of in subordinate-in-charge of the work. Failing such authority the contractor shall have no claim to ask for measurements of or payment for work.

The contractor shall proceed with the works with due expedition and without delay and complete the works in the time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor and shall reckoned from the date on which the order to commence work is given to the contractor. And further to ensure good progress during the execution of the wok, contractor shall be bound, in all in which the time allowed for completion of any work exceeds one month, to achieve progress on the prorate basis.

Clause – 2:Liquidated Damages. The contractor shall pay liquidated damages to the Agency at the rate per day stated in the bidding data for each day that the completion date is later than the Intended completion date; the amount of liquidated damage paid by the contractor to the Agency shall not exceed 10 per cent of the contract price. Agency may deduct liquidated damages from payments due to the contractor. Payment of liquidated damages does not affect the contractor's liabilities.

Clause – 3: Termination of the Contract.

(A) Procuring Agency/Executive Engineer may terminate the contract if either of the following conditions exits:-

(i) contractor causes a breach of any clause of the Contract;
(ii) the progress of any particular portion of the work is unsatisfactory and notice of 10 days has expired;
(iii) in the case of abandonment of the work owing to the serious illness or death of the contractor or any other cause.
(iv) contractor can also request for termination of contract if a payment certified by the Engineer is not paid to the contractor within 60 days of the date of the submission of the bill;

(B) The Executive Engineer/Procuring Agency has power to adopt any of the following courses as may deem fit:-

(i) to forfeit the security deposit available except conditions mentioned at A (iii) and (iv) above;

(ii) to finalize the work by measuring the work done by the contractor.

(C) In the event of any of the above courses being adopted by the Executive Engineer/Procuring Agency, the contractor shall have:-

(i) no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials, or entered into any engagements, or made any advances on account of, or with a view to the execution of the work or the performance of the contract,

(ii) however, the contractor can claim for the work done at site duly certified by the executive engineer in writing regarding the performance of such work and has not been paid.

Procuring Agency/Engineer may invite fresh bids for remaining work.

Clause 4: Possession of the site and claims for compensation for delay. The Engineer shall give possession of all parts of the site to the contractor. If possession of site is not given by the date stated in the contract data, no compensation shall be allowed for any delay caused in starting of the work on account of any acquisition of land, water standing in borrow pits/ compartments or in according sanction to estimates. In such case, either date of commencement will be changed or period of completion is to be extended accordingly.

Clause –5: Extension of Intended Completion Date. The Procuring Agency either at its own initiatives before the date of completion or on desire of the contractor may extend the intended completion date, if an event (which hinders the execution of contract) occurs or a variation order is issued which makes it impossible to complete the work by the intended completion date for such period as he may think necessary or proper. The decision of the Executive Engineer in this matter shall be final; where time has been extended under this or any other clause of this agreement, the date for completion of the work shall be the date fixed by the order giving the extension or by the aggregate of all such orders, made under this agreement.

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

Clause –6: Specifications. The contractor shall execute the whole and every part of the work in the most substantial and work-man-like manner and both as regards materials and all other matters in strict accordance with the specifications lodged in the office of the Executive Engineer and initialed by the parties, the said specification being a part of the contract. The contractor shall also confirm exactly, fully and faithfully to the designs, drawing, and instructions in writing relating to the work signed by the Engineer-in-charge and lodge in his office and to which the contractor shall be entitled to have access at such office or on the site of work for the purpose of inspection during office hours and the contractor shall, if he so requires, be entitled at his own expense to make or cause to be made copies of the specifications, and of all such designs, drawings, and instructions as aforesaid.

Clause – 7: Payments.

(A) **Interim/Running Bill.** A bill shall be submitted by the contractor as frequently as the progress of the work may justify for all work executed and not included in any previous bill at least once in a month and the Engineer-in-charge shall take or cause to be taken the requisite measurements for the purpose of having the same verified and the claim, as for as admissible, adjusted, if possible before the expiry of ten days from the presentation of the bill, at any time depute a subordinate to measure up the said work in the presence of the contractor or his authorized agent, whose countersignature to the measurement list will be sufficient to warrant and the Engineer-in-charge may prepare a bill from such list which shall be binding on the contractor in all respects.

The Engineer /Procuring Agency shall pass/certify the amount to be paid to the contractor, which he considers due and payable in respect thereof, subject to deduction of security deposit, advance payment if any made to him and taxes.

All such intermediate payment shall be regarded as payments by way of advance against the final payment only and not as payments for work actually done and completed, and shall not preclude the Engineer-in-charge from recoveries from final bill and rectification of defects and unsatisfactory items of works pointed out to him during defect liability period.

(B) **The Final Bill.** A bill shall be submitted by the contractor within one month of the date fixed for the completion of the work otherwise Engineer-in-charge's certificate of the measurements and of the total amount payable for the works shall be final and binding on all parties.

Clause – 8: Reduced Rates. In cases where the items of work are not accepted as so completed, the Engineer-in-charge may make payment on account of such items at such reduced rates as he may consider reasonable in the preparation of final or on running account bills with reasons recorded in writing.

Clause – 9: Issuance of Variation and Repeat Orders.

(A) Agency may issue a Variation Order for procurement of works, physical services from the original contractor to cover any increase or decrease in quantities, including the introduction of new work items that are either due to change of plans, design or alignment to suit actual field conditions, within the general scope and physical boundaries of the contract.

(B) Contractor shall not perform a variation until the Procuring Agency has authorized the variation in writing subject to the limit not exceeding the contract cost by of 15% on the same conditions in all respects on which he agreed to do them in the

work, and at the same rates, as are specified in the tender for the main work. The contractor has no right to claim for compensation by reason of alterations or curtailment of the work.

(C) In case the nature of the work in the variation does not correspond with items in the Bill of Quantities, the quotation by the contractor is to be in the form of new rates for the relevant items of work, and if the Engineer-in-charge is satisfied that the rate quoted is within the rate worked out by him on detailed rate analysis, and then only he shall allow him that rate after approval from higher authority.

(D) The time for the completion of the work shall be extended in the proportion that the additional work bear to the original contact work.

(E) In case of quantities of work executed result the Initial Contract Price to be xceeded by more than 15%, and then Engineer can adjust the rates for those quantities causing excess the cost of contract beyond 15% after approval of Superintending Engineer.

(F) **Repeat Order:** Any cumulative variation, beyond the 15% of initial contract amount, shall be subject of another contract to be tendered out if the works are separable from the original contract.

Clause-10: Quality Control.

(A) **Identifying Defects:** If at any time before the security deposit is refunded to the contractor/during defect liability period mentioned in bid data, the Engineer-in-charge or his subordinate-in-charge of the work may instruct the contractor to uncover and test any part of the works which he considers may have a defect due to use of unsound materials or unskillful workmanship and the contractor has to carry out a test at his own cost irrespective of work already approved or paid.

(B) **Correction of Defects:** The contractor shall be bound forthwith to rectify or remove and reconstruct the work so specified in whole or in part, as the case may require. The contractor shall correct the notified defect within the Defects Correction Period mentioned in notice.

(C) **Uncorrected Defects:**

(i) In the case of any such failure, the Engineer-in-charge shall give the contractor at least 14 days notice of his intention to use a third party to correct a defect. He may rectify or remove, and re-execute the work or remove and replace the materials or articles complained of as the case may be at the risk and expense in all respects of the contractor.

(ii) If the Engineer considers that rectification/correction of a defect is not essential and it may be accepted or made use of; it shall be within his discretion to accept the same at such reduced rates as he may fix therefore.

Clause – 11:

(A) **Inspection of Operations.** The Engineer and his subordinates, shall at all reasonable times have access to the site for supervision and inspection of works under or in course of execution in pursuance of the contract and the contractor shall afford every facility for and every assistance in obtaining the right to such access.

(B) **Dates for Inspection and Testing.** The Engineer shall give the contractor reasonable notice of the intention of the Engineer-in-charge or his subordinate to visit the work shall have been given to the contractor, then he either himself be present to receive orders and instructions, or have a responsible agent duly accredited in writing present for that purpose, orders given to the contractor's duly authorized agent shall be considered to have the same force an effect as if they had been given to the contractor himself.

Clause – 12: Examination of work before covering up.

(A) No part of the works shall be covered up or put out of view/beyond the reach without giving notice of not less than five days to the Engineer whenever any such part of the works or foundations is or are ready or about to be ready for examination and the Engineer shall, without delay, unless he considers it unnecessary and advises the contractor accordingly, attend for the purpose of examining and measuring such part of the works or of examining such foundations;

(B) If any work is covered up or placed beyond the reach of measurement without such notice having been given, the same shall be uncovered at the contractor's expense, and in default thereof no payment or allowance shall be made for such work, or for the materials with which the same was executed.

Clause – 13: Risks. The contractor shall be responsible for all risks of loss of or damage to physical property or facilities or related services at the premises and of personal injury and death which arise during and in consequence of its performance of the contract. if any damage is caused while the work is in progress or become apparent within three months of the grant of the certificate of completion, final or otherwise, the contractor shall make good the same at his own expense, or in default the Engineer may cause the same to be made good by other workmen, and deduct the expenses from retention money lying with the Engineer.

Clause-14: Measures for prevention of fire and safety measures. The contractor shall not set fire to any standing jungle, trees, bush-wood or grass without a written permit from the Executive Engineer. When such permit is given, and also in all cases when destroying, cutting or uprooting trees, bush-wood, grass, etc by fire, the contractor shall take necessary measures to prevent such fire spreading to or otherwise damaging surrounding property. The contractor is responsible for the safety of all its activities including protection of the environment on and off the site. Compensation of all damage done intentionally or unintentionally on or off the site by the contractor's labour shall be paid by him.

Clause-15:Sub-contracting. The contractor shall not subcontract the whole of the works, except where otherwise provided by the contract. The contractor shall not subcontract any part of the works without the prior consent of the Engineer. Any such consent shall not relieve the contractor from any liability or obligation under the contract and he shall be responsible for the acts, defaults and neglects of any subcontractor, his agents, servants or workmen as if these acts, defaults or neglects were those of the contractor, his agents' servants or workmen. The provisions of this contract shall apply to such subcontractor or his employees as if he or it were employees of the contractor.

Clause – 16: Disputes. All disputes arising in connection with the present contract, and which cannot be amicably settled between the parties, , the decision of the Superintending Engineer of the circle/officer/one grade higher to awarding authority shall be final, conclusive and binding on all parties to the contract upon all questions relating to the meaning of the specifications, designs drawings, and instructions, hereinbefore mentioned and as to the quality of workmanship, or materials used on the work or as to any other questions, claim, right, matter, or thing whatsoever in any way arising out of, or relating to the contract design, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works, or the execution, of failure to execute the same, whether arising, during the progress of the work, or after the completion or abandonment thereof.

Clause –17: Site Clearance. On completion of the work, the contractor shall be furnished with a certificate by the Executive Engineer (hereinafter called the Engineer in-charge) of such completion, but neither such certificate shall be given nor shall the work be considered to be complete until the contractor shall have removed all temporary structures and materials brought at site either for use or for operation facilities including cleaning debris and dirt at the site. If the contractor fails to comply with the requirements of this clause then Engineer-in-charge, may at the expense of the contractor remove and dispose of the same as he thinks fit and shall deduct the amount of all expenses so incurred from the contractor's retention money. The contractor shall have no claim in respect of any surplus materials as aforesaid except for any sum actually realized by the sale thereof.

Clause –18: Financial Assistance /Advance

Payment. (A) Mobilization advance is not allowed.

(B) Secured Advance against materials brought at site.

(i) Secured Advance may be permitted only against imperishable materials/quantities anticipated to be consumed/utilized on the work within a period of three months from the date of issue of secured advance and definitely not for full quantities of materials for the entire work/contract. The sum payable for such materials on site shall not exceed 75% of the market price of materials;

(ii) Recovery of Secured Advance paid to the contractor under the above provisions shall be affected from the monthly payments on actual consumption basis, but not later than period more than three months (even if unutilized).

Clause –19: Recovery as arrears of Land Revenue. Any sum due to the Government by the contractor shall be liable for recovery as arrears of Land Revenue.

Clause –20: Refund of Security Deposit/Retention Money. On completion of the whole of the works (a work should be considered as complete for the purpose of refund of security deposit to a contractor from the last date on which its final measurements are checked by a competent authority, if such check is necessary otherwise from the last date of recording the final measurements), the defects notice period has also passed and the Engineer has certified that all defects notified to the contractor before the end of this period have been corrected, the security deposit lodged by a contractor (in cash or recovered in installments from his bills) shall be refunded to him after the expiry of three months from the date on which the work is completed.

Contractor

Executive Engineer (Sew)
Ibrahim Hydri Town K.W.&.S.C

Work No. 06

SPPRA BIDDING DOCUMENTS

STANDARD FORM OF BIDDING DOCUMENT FOR PROCUREMENT OF WORKS

(FOR LARGE CONTRACTS COSTING MORE THAN 50 MILLION)

(Harmonized with SPPRA Rules)

FOR THE WORK OF

REPLACEMENT OF BADLY DAMAGED / COLLAPSED 12" & 9" DIA RCC SEWER LINE IN DIFFERENT LOCATIONS AND VARIOUS POINTS IN UNION COUNCIL 01,02,03,04,05,06,07 & UC-08 IN ENTIRE MODEL COLONY TOWN FOR THE BETTERMENT AND SMOOTH RUNNING OF SEWERAGE SYSTEM IN MODEL COLONY TOWN SEWERAGE DISTRICT KORANGI KW&SC

EXECUTIVE ENGINEER (SEW)
MODEL COLONY TOWN, DISTRICT KORANGI

KARACHI WATER & SEWERAGE CORPORATION
Kala Board, T.M.C Model Town office District Korangi

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BIDDING DATA

(This section to be filled in by the Engineer/Procuring Agency before issuance of the Bidding Document).

(a) Name of Procuring Agency:-	**Karachi Water & Sewerage Corporation**
(b) Brief Description of Works:-	REPLACEMENT OF BADLY DAMAGED / COLLAPSED 12" & 9" DIA RCC SEWER LINE IN DIFFERENT LOCATIONS AND VARIOUS POINTS IN UNION COUNCIL 01,02,03,04,05,06,07 & UC-08 IN ENTIRE MODEL COLONY TOWN FOR THE BETTERMENT AND SMOOTH RUNNING OF SEWERAGE SYSTEM IN MODEL COLONY TOWN SEWERAGE DISTRICT KORANGI KW&SC
(c) Procuring Agency's address:-	Executive Engineer (Sew), Model Colony Town KW&SC, **Malir Kala Board, TMA Model Colony office District Korangi**
(d) Estimated Cost:-	**Rs. 87,15,132/=**
(e) Amount of Bid Security: -	**Rs. 2,00,000/= of Estimated Cost**
(f) Period of Bid Validity (days):-	**90 Days** (Not more than ninety days).
(g) Security Deposit:- (including bid Security):-	**05%** (**10%** Including **Rs. 1,75,000** of bid security not exceeding **10%**).
(h) Performance Security:-	**5%**
(i) Percentage, if any, to be deducted from bills:-	10% S/Deposit, 8% Income Tax, 1.5% Water Charges, 5% SST-(as per policy of KW&SC).
(j) Deadline for Submission of Bids on "EPADS" portal along with time:-	**29-12-2025 at 2:00 PM** (Palace of submission at the below address).
(k) Venue, Time, and Date of Bid Opening:-	**Office of the Accounts Officer (Sewerage) / Secretary Repair & Maintenance Works KW&SC, Room No.12-A First Floor Block- "C" 9th Mile Karsaz Shahrah-e-Faisal Karachi**, in the presence of Tenderer or their authorized representative on the dated & time. **29-12-2025 at 2:30 PM).**
(l) Time for Completion from written order of commence:-	**(180) Days).**
(m) Liquidity damages: -	**0.5%** (0.05% of Estimated cost or sanctioned cost per day of delay, but not exceeding **10%**).

Executive Engineer (Sew)
Model Colony Town K.W.&.S.C

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KARACHI WATER AND SEWERAGE CORPORATION

OFFICE OF THE EXECUTIVE ENGINEER (SEWERAGE) MODEL COLONY TOWN

Malir Kala Board, TMA Model Colony office District Korangi

BILL OF QUANTITIES

NAME OF WORK: REPLACEMENT OF BADLY DAMAGED / COLLAPSED 12" & 9" DIA RCC SEWER LINE IN DIFFERENT LOCATIONS AND VARIOUS POINTS IN UNION COUNCIL 01,02,03,04,05,06,07 & UC-08 IN ENTIRE MODEL COLONY TOWN FOR THE BETTERMENT AND SMOOTH RUNNING OF SEWERAGE SYSTEM IN MODEL COLONY TOWN SEWERAGE DISTRICT KORANGI KW&SC

(A) Description and Rate of Items Based on Composite Schedule of Rates

S. No.	Quantities	Description of item to be executed at site	Rupees in Figures	Rupees in Words	Unit	Total Amount
01.	7000 Sft	Scarifying the existing road surface	633.72	Six Hundred Thirty Three & Seventy Two paisa	% Sft	44,360.40
02.	10500 Cft	Dismantling and removing road metaling.	26.93	Twenty Six & Ninety Three Paisa	P/ Cft	2,82,765.00
03.	35000 Cft	Excavation for pipeline and trenches, and pits in wet soil clay or mud i/c trimming and dressing sides to true alignment and shape leveling of beds of trenches to correct level and grade, cutting joints holes and disposal of surplus earth within a one chain as directed by Engineer incharge , Providing fence guards, lights, flags and temporary crossings for non-vehicular traffic where ever required lift upto 5 ft, (1.52m) and lead upto one chain (30.5m). 0'-5'	27432.00	Twenty Seven Thousand Four Hundred Thirty Two	% 0Cft	9,60,120.00
04.		Providing Laying General RCC Standard pipes with Rubber Ring, joint & fitting in trench i/c cutting fitting jointing with rubber ring i/c testing with water to specified pressure.				
	1000 Rft	9" Dia	979.83	Nine Hundred Seventy Nine & Eighty Three Paisa	P/Rft	9,79,830.00
	1800 Rft	12" Dia	1257.32	One Thousand Two Hundred Fifty Seven & Thirty Two Paisa	P/Rft	22,63,176.00
05.	70 Nos.	Providing M/H 4 feet internal diameter without RCC manhole covers 5 feet clear depth cast in situ 1:2:4 9"thick wall 1:4:8 cement concrete in 6 ft dia and 6 inch thick in foundation 1:2:4 CC in benching ½"thick cement plaster 1:3 cement mortar on inside wall and surface of channel and benching to top including Making required numbers of main and branches channels ¾" dia bar M.S foot rest at 12" c/c including cost of excavation in all kind of soil back filling and disposal of excavated stuff etc complete as per design and instruction of the Engineer in charge.	46274.00	Forty Six Thousand Two Hundred Seventy Four	Each	32,39,180.00

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06.	06 Days	Full Hire charges of pumping set Per day i/c of wages of driver and assistant fuel or electric energy plat forms required for placing pumps etc, at lower depth with suction and delivery pipe for pumping out water found at various depths from trenches i/c the cost of erection and dismantling after completion of the job. (i)Hire charges of pumping set of upto 10 H.P pumping out water from 10 ft, deep trench.	5345.20	Five Thousand Three Hundred Forty Five & Paisa Twenty	P/Day	32,071.20
07.	210 Nos.	Making connection with the existing manholes i/c the cost of cutting holes in wall making them good in Cement Concrete 1:2:4 and making the required channel etc complete	631.80	Six Hundred Thirty One & Paisa Eighty	Each	1,32,678.00
08	70 Nos.	Manufacturing & Supplying of R.C.C manhole cover cast in 1:2:4 cement concrete ratio 3" inch deep at center reinforced with 1/2" dia M.S tor bars with 4" c/c welded to a 3/16' thick 2 inch wide M.S Plate and two hooks of 3/8" inch dia tor bars including compacting, curing and transportation within 10 miles. **(21" Dia)**	3238.79	Three Thousand Two Hundred Thirty Eight & Paisa Seventy Nine	Each	2,26,715.30
09.	28630.79 % 0Cft	Refilling the excavated stuff in trenches 6" thick layer i/c watering ramming to full compaction etc, complete.	14020.80	Fourteen Thousand Twenty & Paisa Eighty	% 0Cft	4,01,426.58
10.	3500.00 Cft	Supply of Sand Haro of the any other Sources of the same modulus of the finances	4366.00	Four Thousand Three Hundred Sixty Six	%/ Cft	1,52,810.00
					Total	87,15,132.00

EXECUTIVE ENGINEER (SEW)
MODEL COLONY TOWN,
K.W.& S.C

nereby Quote _____ % At par/ Above/Below the Composite Schedule of Rates (CSR-2024) Rs. _____ Total after % At

ar/ Above/Below the Composite Schedule of Rates (CSR-2024) Rs.. _____ (Rupees _____

_____ Only)

ntractor Signature:-_____

dress:-_____

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LETTER FOR INVITATION FOR BIDS

Date:-_____

Bid Reference No:-_____

1- The procuring Agency, Karachi Water & Sewerage Corporation, invites e-bids from interested firms or bidder and should have valid registration with Sindh Revenue Board (SRB), Federal Board of Revenue (FBR) on active Taxpayer List (TPL) as well as (PEC) Registration certificate along-with speciation in relevant filed, GST Registration Certificate (where applicable) in the appropriate specific work with the Procurement Agency for the work of.

REPLACEMENT OF BADLY DAMAGED / COLLAPSED 12" & 9" DIA RCC SEWER LINE IN DIFFERENT LOCATIONS AND VARIOUS POINTS IN UNION COUNCIL 01,02,03,04,05,06,07 & UC-08 IN ENTIRE MODEL COLONY TOWN FOR THE BETTERMENT AND SMOOTH RUNNING OF SEWERAGE SYSTEM IN MODEL COLONY TOWN SEWERAGE DISTRICT KORANGI KW&SC

2- (enter the title, type, and financial volume of work), which be completed in **(180) day**'s time of completion (entire appropriate time period).

3- Biding documents shall be download from the website of "EPADS" (http://portalsindh.eprocurement.gov.pk) of SPPRA Sindh and its Tender(s) cost as mentioned in the "NIT" in the shape of Pay-order / Demand (non-refundable), shall be submit before the time of announcement of e-bid.

4- All bids must be accompanied by a Bid Security in the amount of **Rs.2,00,000** in the shape of Pay order / Call Deposit Receipt (CDR) and same must be submitted Physically in the office of the **Accounts Officer** (Sewerage) / Secretary Maintenance Works KW&SC, Room No.12-A first floor Block "C" 9th Mile Karsaz Shahrah-e-Faisal Karachi (indicate the address if it differs).

Note:- 1- Procuring Agency to enter the requisite information in blank spaces,
2- The Bid shell be opened within **one / hour** after the deadline submission of bids.

Executive Engineer (Sew)
Model Colony Town
K.W.&.S.C

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INSTRUCTION FOR PREPARING BIDS

In terms of Rule-21(c) of SPP Rules-2010 & amended upto date

1. The Participants must quote the rates both in words and figures.
2. Bid Security / Earnest Money should be made from the A/c. of the Company / Firm of the participant.
3. integrity pact on the stamp paper wroth Rs. 100/= should be uploaded with the Tender / Bid
4. Bid would not be conditional
5. Bids should be accompanied by bid Security of Required (%) / Amount
6. Bid uploaded on specified date and time
7. The firm will not be Blacklisted Firms
8. Submitted documents should not be found forged at any stage
9. Pay-order of the Bid security should be summited Physically as mentioned in "**NIT**".
10. Mandatory requirement of NTN, SRB (Sindh Revenue Board), in case of Supply items GST Registration Certificate as well as PEC Registration certificate where applicable.
11. Experience and Financial certificate as per "NIT"
12. Bid must be signed with stamp, address and contact number
13. All applicable taxes including SST/SRB will be deducted from Grass amount of bill.
14. The bill shall be routed through consultant

Executive Engineer (Sew)
Model Colony Town
K.W.&.S.C

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EVALUATION CRITERIA

In terms of Rule-21 (1) (h) Rule-21 (A) of SPP Rules-2010 & (Amended-2023)

1. The Bidder should have valid registration with Sindh Revenue Board (SRB), Federal Board of Revenue (FBR) on active Taxpayer List (TPL) as well as PEC Registration certificate along-with speciation in relevant filed, GST Registration Certificate (where applicable) and copy must be available with Tender.

2. Affidavit that, has never been black listed and copy of the same must be uploaded with tender.

3. The Pay-order of required Bid Security / Earnest Money should be made from the A/c of the Company / Firm of the participant as mentioned in "NIT" and must be available with the tender.

4. Possess technical experience of carrying out (5) similar nature of repairing works along-with its completion report, completed during last three years (From july-2022 to June-2025).

5. At least one similar nature of work having minimum cost 80% of the estimated cost of the work or at least two similar nature works each having minimum 50% of the estimated cost.

6. Average Annual Financial Turn-over not less than equivalent cost of the estimate during last Three (3) years.

7. In case of more than one bidder quoted same lowest price in a bid, then the next lowest bid quoted by only one bidder will be consider for evaluation.

8. It is clarified that quoted rates beyond "two decimals", shell be consider only two decimals in the evaluation process.

9. The whole Evaluation Process shall be based on "Least" Quoted Price.

Executive Engineer (Sew)
Model Colony Town
K.W.&.S.C

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Name of Work:- **REPLACEMENT OF BADLY DAMAGED / COLLAPSED 12" & 9" DIA RCC SEWER LINE IN DIFFERENT LOCATIONS AND VARIOUS POINTS IN UNION COUNCIL 01,02,03,04,05,06,07 & UC-08 IN ENTIRE MODEL COLONY TOWN FOR THE BETTERMENT AND SMOOTH RUNNING OF SEWERAGE SYSTEM IN MODEL COLONY TOWN SEWERAGE DISTRICT KORANGI KW&SC.**

(INTEGRITY PACT)

DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC. PAYABLE BY THE SUPPLIERS OF GOODS, SERVICES &WORKS INCONTRACTS WO Rill RS. 10.00 MILLION OR MORE

Contract No._____ Dated_____
Contract Value: _____
Contract Title: _____

(Name of Supplier / Contractor/ Consultant) 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 ((PA)) or any administrative department or agency thereof or any other entity owned or controlled by (PA) through any corrupt business practice.

Without limiting the generality of the foregoing, ***(Name of Supplier / Contractor/ Consultant)*** 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, inclosing its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from Procuring Agency (PA), except that which has been expressly declared pursuant hereto.

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

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

Name of Procuring Agency: .....

Signature:.....

Name of Contractor;_____

Signature_____

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INSTRUCTIONS TO PROCURING AGENCIES

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INSTRUCTIONS TO BIDDERS

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INSTRUCTIONS TO PROCURING AGENCIES
(Not to be included in Bidding Documents)

A. Basis of Documents

These Documents have been prepared as a global document intended to be used by dif agencies/users according to their requirements. This document is envisaged for Na Competitive Bidding (NCB), meant for use for Works costing not more than Rs. 25 M These documents may be tailored according to the scope of works as well as in ca contracts on International Competitive Bidding (ICB) basis, funded by international fin institutions/donors, with payments in foreign currencies. Procuring agencies are then to the relevant clauses to suit their requirements including appropriate modifications relevant sections of the documents in the light of SPPRA Bidding Documents f Works.

The Procuring Agency is expected to manage the Contract itself. The role of Engineer m added by the Procuring Agency, if the Procuring Agency wishes to engage a consultan role of the Engineer with specific delegated powers under various clauses of Instructi Bidders such as clarifications of Bid Documents, Amendment of Bid Documents, eval of Bids etc. and to administer the Contract under various clauses of Conditions of C should have been specified. The Procuring Agency will be required to set out specifications and drawings the full scope of work including the extent of design to be by the Contractor, if any.

B. Contents of Documents

As stated in Clause IB.4 of Instructions to Bidders, the complete Bidding Docum addition to Invitation for Bids shall comprise items listed therein including any addend Bidding Documents issued in accordance with IB.6. The Standard Form of B Documents (for Small Contracts) includes the following:

1. Instructions to Bidders & Bidding Data
2. Form of Bid & Schedules to Bid
3. Conditions of Contract & Contract Data
4. Standard Forms
5. Specifications
6. Drawings, if any

In addition, Instructions to procuring agencies are also provided at various location document within parenthesis or as a Note(s). Procuring agencies are expected to finalise this document accordingly, by filling in all the relevant blank spaces and form the scope of the work, deleting all notes and instructions intended to help the bidders

The procuring agency is required to prepare the following for completion of the Documents:

(i) Invitation for Bids

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PROPOSED PROGRAMME OF WORKS

Bidder shall provide a programme in a bar-chart or Program Evaluation and Review Technique (PERT) or Critical Path Method (CPM) showing the sequence of work items by which he proposes to complete the works of the entire Contract. The programme should indicate the sequence of work items and the period of time during which he proposes to complete the works including the activities like designing, schedule of submittal of drawings, ordering and procurement of materials, manufacturing, delivering, construction of civil works, erection, testing and commissioning of works to be supplied under the Contract.

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METHOD OF PERFORMING WORKS

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

- The sequence and methods in which he proposes to carry out the Works, including the number of shifts per day and hours per shift, he expects to work.
- A list of all major items of construction and plant erection, tools and vehicles proposed to be used in delivering/carrying out the works at site.
- The procedure for installation of equipment and transportation of equipment and materials to the site.
- Organisation chart indicating head office & field office personnel involved in management, supervision and engineering of the Works to be done under the Contract.

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SCHEDULE F TO PPP

(INTEGRITY PACT)

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

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

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

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

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

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

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

.....
[Procuring Agency]

[Contractor]

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CONDITIONS OF CONTRACT

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INSTRUCTIONS TO BIDDERS

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

A. GENERAL

IB.1 Scope of Bid & Source of Funds

1.1 Scope of Bid

The Procuring Agency as defined in the Bidding Data (hereinafter called "the Procuring Agency") wishes to receive Bids for the Works summarized in the Bidding Data (hereinafter referred to as "the Works").

Bidders must quote for the complete scope of work. Any Bid covering partial scope of work will be rejected as non-responsive.

1.2 Source of Funds

The Procuring Agency has arranged funds from its own sources or *Federal/ Provincial /Donor agency or any other source,* which may be indicated accordingly in bidding data towards the cost of the project/scheme.

IB.2 Eligible Bidders

2.1 Bidding is open to all firms and persons meeting the following requirements:

a) duly licensed by the Pakistan Engineering Council (PEC) in the appropriate category for value of works.

Provided that the works costing Rs. 2.5 million or less shall not require any registration with PEC .

b) duly pre-qualified with the Procuring Agency. (*Where required*).

In the event that prequalification of potential bidders has been undertaken, only bids from prequalified bidders will be considered for award of Contract.

c) if prequalification has not undertaken , the procuring agency may ask information and documents not limited to following:-
   (i) company profile;
   (ii) works of similar nature and size for each performed in last 3/5 years;
   (iii) construction equipments;
   (iv) qualification and experience of technical personnel and key site management;

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(v) financial statement of last 3 years;
(vi) information regarding litigations and abandoned works if any.

IB.3 Cost of Bidding

3.1 The bidder shall bear all costs associated with the preparation and submission of its bid, 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 (SPP Rules 24 & 25).

B. BIDDING DOCUMENTS

IB.4 Contents of Bidding Documents

4.1 In addition to Invitation for Bids, the Bidding Documents are those stated below, and should be read in conjunction with any Addendum issued in accordance with Sub-Clause IB.6.1.

1. Instructions to Bidders & Bidding Data
2. Form of Bid, Qualification Information & Schedules to Bid
   Schedules to Bid comprise the following:
   (i) Schedule A: Schedule of Prices/ Bill of Quantities (BoQ).
   (ii) Schedule B: Specific Works Data
   (iii) Schedule C: Works to be Performed by Subcontractors
   (iv) Schedule D: Proposed Programme of Works
   (v) Schedule E: Method of Performing Works
   (vi) Schedule F: Integrity Pact (works costing Rs 10 million and above)
3. Conditions of Contract & Contract Data
4. Standard Forms:
   (i) Form of Bid Security.
   (ii) Form of Performance Security;
   (iii)Form of Contract Agreement;
   (iv) Form of Bank Guarantee for Advance Payment.
5. Specifications
6. Drawings, if any

IB.5 Clarification of Bidding Documents

5.1 A prospective bidder requiring any clarification(s) in respect of the Bidding Documents may notify the Engineer/Procuring Agency at the Engineer's/ Procuring Agency's address indicated in the Bidding Data.

5.2 An interested bidder, who has obtained bidding documents, may request for clarificati

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of contents of bidding documents in writing and procuring agency shall respond to such quarries in writing within three calendar days, provided they are received at least five calendar days prior to the date of opening of bid (SPP Rule 23-1).

IB.6 Amendment of Bidding Documents (SPP Rules 22(2) & 22).

6.1 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.

6.2 Any addendum thus issued shall be part of the Bidding Documents pursuant to Sub-Clause 6.1 hereof, and shall be communicated in writing to all purchasers of the Bidding Documents. Prospective bidders shall acknowledge receipt of each addendum in writing to the Procuring Agency.

6.3 To afford interested bidders reasonable time in which to take an addendum into account in preparing their Bids, the Procuring Agency may at its discretion extend the deadline for submission of Bids.

C. PREPARATION OF BIDS

IB.7 Language of Bid

7.1 All documents relating to the Bid shall be in the language specified in the Contract Data

IB.8 Documents Comprising the Bid

8.1 The Bid submitted by the bidder shall comprise the following:

(a) Offer /Covering Letter
(b) Form of Bid duly filled, signed and sealed, in accordance with IB.14.3.
(c) Schedules (A to F) to Bid duly filled and initialed, in accordance with the instructions contained therein & in accordance with IB.14.3.
(d) Bid Security furnished in accordance with IB.13.
(e) Power of Attorney in accordance with IB 14.5.
(f) Documentary evidence in accordance with IB.2(c) & IB.11
(g) Documentary evidence in accordance with IB.12.

IB.9 Sufficiency of Bid

9.1 Each bidder shall satisfy himself before Bidding as to the correctness and sufficiency of his Bid and of the premium on the rates of CSR / rates and prices quoted/entered in the Schedule of Prices, 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.

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9.2 The bidder is advised to obtain for himself at his own cost and responsibility all information that may be necessary for preparing the bid and entering into a Contract for execution of the Works.

IB.10 Bid Prices, Currency of Bid and Payment

10.1 The bidder shall fill up the Schedule of Prices (Schedule A to Bid) indicating the percentage above or below the Composite Schedule of Rates/unit rates and prices of the Works to be performed under the Contract. Prices in the Schedule of Prices/Bill of Quantities shall be quoted entirely in Pak Rupees keeping in view the instructions contained in the Preamble to Schedule of Prices.

10.2 Unless otherwise stipulated in the Conditions of Contract, prices quoted by the bidder shall remain fixed during the bidder's performance of the Contract and not subject to variation on any account.

10.3 The unit rates and prices in the Schedule of Prices or percentage above or below on the composite schedule of rates shall be quoted by the bidder in the currency as stipulated in Bidding Data.

10.4 Items for which no rate or price is entered by the Bidder will not be paid for by the Procuring Agency when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities.

IB.11 Documents Establishing Bidder's Eligibility and Qualifications

11.1 Pursuant to Clause IB.8, the bidder shall furnish, as part of its bid, documents establishing the bidder's eligibility to bid and its qualifications to perform the Contract if its bid is accepted.

11.2 Bidder must possess and provide evidence of its capability and the experience as stipulated in Bidding Data and the Qualification Criteria mentioned in the Bidding Documents.

IB.12 Documents Establishing Works' Conformity to Bidding Documents

12.1 The documentary evidence of the Works' conformity to the Bidding Documents may be in the form of literature, drawings and data and the bidder shall furnish documentation as set out in Bidding Data.

12.2 The bidder shall note that standards for workmanship, material and equipment, and references to brand names or catalogue numbers, if any, designated by the Procuring Agency in the Technical Provisions are intended to be descriptive only and not restrictive

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IB.13 Bid Security

13.1 Each bidder shall furnish, as part of his bid, at the option of the bidder, a Bid Security as percentage of bid price/estimated cost or in the amount stipulated in Bidding Data in Pak. Rupees in the form of *Deposit at Call/ Payee's Order or a Bank Guarantee* issued by a Scheduled Bank in Pakistan in favour of the Procuring Agency valid for a period up to twenty eight (28) days beyond the bid validity date (*Bid security should not be below 1% and not exceeding 5% of bid price/estimated cost SPP Rule 37*).

13.2 Any bid not accompanied by an acceptable Bid Security shall be rejected by the Procuring Agency as non-responsive.

13.3 The bid securities of unsuccessful bidders will be returned upon award of contract to the successful bidder or on the expiry of validity of Bid Security whichever is earlier.

13.4 The Bid Security of the successful bidder will be returned when the bidder has furnished the required Performance Security, and signed the Contract Agreement (SPP Rule 37).

13.5 The Bid Security may be forfeited:

(a) if a bidder withdraws his bid during the period of bid validity ; or
(b) if a bidder does not accept the correction of his Bid Price, pursuant to Sub-Clause 16.4 (b) hereof; or
(c) in the case of a successful bidder, if he fails within the specified time limit to

(i) furnish the required Performance Security or
(ii) sign the Contract Agreement.

IB.14 Validity of Bids, Format, Signing and Submission of Bid

14.1 Bids shall remain valid for the period stipulated in the Bidding Data after the date of bid opening.

14.2 In exceptional circumstances, Procuring Agency may request the bidders to extend the period of validity for a additional period but not exceeding 1/3 of the original period. The request and the bidders' responses shall be made in writing or by cable. A Bidder may refuse the request without forfeiting the Bid Security. A Bidder agreeing to the request will not be required or permitted to otherwise modify the Bid, but will be required to extend the validity of Bid Security for the period of the extension, and in compliance with IB.13 in all respects (SPP Rule 38).

14.3 All Schedules to Bid are to be properly completed and signed.

14.4 No alteration is to be made in the Form of Bid except in filling up the blanks as directed. If any alteration be made or if these instructions be not fully complied with, the bid may be rejected.

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14.5 Each bidder shall prepare Original and number of copies specified in the Bidding Data of the documents comprising the bid as described in IB.8 and clearly mark them "ORIGINAL" and "COPY" as appropriate. In the event of discrepancy between them, the original shall prevail.

14.6 The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign (in the case of copies. Photostats are also acceptable). This shall be indicated by submitting a written Power of Attorney authorising the signatory of the bidder to act for and on behalf of the bidder. All pages of the bid shall be initialed and official seal be affixed by the person or persons signing the bid.

14.7 The Bid shall be delivered in person or sent by registered mail at the address to Procuring Agency as given in Bidding Data.

D. SUBMISSION OF BID

IB.15 Deadline for Submission, Modification & Withdrawal of Bids

15.1 Bids must be received by the Procuring Agency at the address/provided in Bidding Data not later than the time and date stipulated therein.

15.2 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 and Contract Data; and
(c) provide a warning not to open before the specified time and date for Bid opening as defined in the Bidding Data.
(d) in addition to the identification required in 15.2, the inner envelopes shall indicate the name and address of the Bidder to enable the Bid to be returned unopened in case it is declared late.
(e) 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

15.3 Bids submitted through telegraph, telex, fax or e-mail shall not be considered.

15.4 Any bid received by the Procuring Agency after the deadline for submission prescribed in Bidding Data will be returned unopened to such bidder.

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

15.6 Withdrawal of a bid during the interval between the deadline for submission of bids and the expiration of the period of bid validity specified in the Form of Bid may result in forfeiture of the Bid Security pursuant to IB.13.5 (a).

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E. BID OPENING AND EVALUATION

IB.16 Bid Opening, Clarification and Evaluation (SPP Rules 41, 42 & 43)

16.1 The Procuring Agency will open the bids, in the presence of bidders' representatives who choose to attend, at the time, date and in the place specified in the Bidding Data.

16.2 The bidder's name, Bid Prices, any discount, the presence or absence of Bid Security, and such other details as the Procuring Agency at its discretion may consider appropriate, will be announced by the Procuring Agency at the bid opening. The Procuring Agency will record the minutes of the bid opening. Representatives of the bidders who choose to attend shall sign the attendance sheet.

Any Bid Price or discount which is not read out and recorded at bid opening will not be taken into account in the evaluation of bid.

16.3 To assist in the examination, evaluation and comparison of Bids the Engineer/Procuring Agency may, at its discretion, ask the bidder for a clarification of its Bid. The request for clarification and the response shall be in writing and no change in the price or substance of the Bid shall be sought, offered or permitted (SPP Rule 43).

16.4 (a) Prior to the detailed evaluation, pursuant to IB.16.7 to 16.9, the Engineer/Procuring Agency will determine the substantial responsiveness of each bid to the Bidding Documents. For purpose of these instructions, a substantially responsive bid is one which conforms to all the terms and conditions of the Bidding Documents without material deviations. It will include determining the requirements listed in Bidding Data.

(b) Arithmetical errors will be rectified on the following basis:

If there is a discrepancy between the unit price and total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between the words and figures the amount in words shall prevail. If there is a discrepancy between the Total Bid price entered in Form of Bid and the total shown in Schedule of Prices-Summary, the amount stated in the Form of Bid will be corrected by the Procuring Agency in accordance with the Corrected Schedule of Prices.

If the bidder does not accept the corrected amount of Bid, his Bid will be rejected and his Bid Security forfeited.

16.5 A Bid determined as substantially non-responsive will be rejected and will not subsequently be made responsive by the bidder by correction of the non-conformity.

16.6 Any minor informality or non-conformity or irregularity in a Bid which does not constitute a material deviation **(major deviation)** may be waived by Procuring Agency.

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provided such waiver does not prejudice or affect the relative ranking of any other bidders.

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

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

(B) Minor Deviations

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.

16.7 The Engineer/Procuring Agency will evaluate and compare only the bids previously determined to be substantially responsive pursuant to IB.16.4 to 16.6 as per requirement given hereunder. Bids will be evaluated for complete scope of works. The prices will be compared on the basis of the Evaluated Bid Price pursuant to IB.16.8 herein below.

Technical Evaluation: It will be examined in detail whether the works offered by the bidder complies with the Technical Provisions of the Bidding Documents. For this purpose, the bidder's data submitted with the bid in Schedule B to Bid ... compared with technical features/criteria of the works detailed in the Technical Provisions. Other technical information submitted with the bid regarding the Scope of Work will also be reviewed.

16.8 Evaluated Bid Price

In evaluating the bids, the Engineer/Procuring Agency will determine for each bid in addition to the Bid Price, the following factors (adjustments) in the manner and to the extent indicated below to determine the Evaluated Bid Price:

(i) making any correction for arithmetic errors pursuant to IB.16.4 hereof.

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

8. We understand that you are not bound to accept the lowest or any bid you may receive.

9. We do hereby declare that the Bid is made without any collusion, comparison of figures or arrangement with any other person or persons making a bid for the Works.

Dated this _____day of _____. 20

Signature _____

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

(Name of Bidder in Block Capitals)

(Seal)

Address

_____

_____

_____

Witness:

(Signature)_____

Name:_____

Address: _____

_____

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[SCHEDULES TO BID INCLUDE THE FOLLOWING:

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

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SCHEDULE – A TO BID

SCHEDULE OF PRICES

Sr. No.		Page No.
1.	Preamble to Schedule of Prices.....	24
2.	Schedule of Prices.....	26
	*(a) Summary of Bid Prices	
	* (b) Detailed Schedule of Prices /Bill of Quantities (BOQ)	

* *[To be prepared by the Engineer/Procuring Agency]*

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

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

4.5 (a) The bidder shall be deemed to have obtained all information as to and all requirements related thereto which may affect the bid price.

*(b) The Contractor shall be responsible to make complete arrangements for the transportation of the Plant to the Site

(Procuring Agency may modify as appropriate)

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

5. Bid Prices

5.1 Break-up of Bid Prices

The various elements of Bid Prices shall be quoted as detailed by the Procuring Agency in the format of Schedule of Prices.

The bidder shall recognize such elements of the costs which he expects to incur the performance of the Works and shall include all such costs in the rates and amounts entered in the Schedule of Prices.

5.2 Total Bid Price

The total of bid prices in the Schedule of Prices shall be entered in the Summary of Bid Prices.

6. Provisional Sums and Day work

6.1 Provisional Sums included and so designated in the Schedule of Prices, if any, shall be expended in whole or in part at the direction and discretion of the Engineer/Procuring Agency. The Contractor will only receive payment in respect of Provisional Sums, if he has been instructed by the Engineer/Procuring Agency to utilize such sums.

6.2 Day work rates in the contractor s bid are to be used for small additional amounts of work and only when the Engineer have given written instructions in advance for additional work to be paid for in that way.

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SCHEDULE OF PRICES – SUMMARY OF BID PRICES (Sample)

Bill No.	Description	Total Amount (Rs)
	(A) Building Work	
1.	Civil works	
2	Internal sanitary and water supply	
3	Electrification	
4	External Development works	
5	Miscellaneous Items	
	(B) Road Work.	
1.	Earthwork	
2.	Hard Crust and Surface Treatment	
3.	Culverts and Bridges	
4.	Miscellaneous Items	
	(C) Public Health Engineering Works.	
1.	Earthwork	
2.	Subsurface Drains	
3.	Pipe Laying and Man holes	
4.	Tube wells, Pump houses	
5.	Compound wall	
6.	Miscellaneous Items	
	Total Bid Price (The amount to be entered in Paragraph 1 of the Form of Bid) (In words).	

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(ii) Bidding Data
(iii) Schedules to Bid (Samples)
(iv) Schedule of Prices (Format)
(v) Contract Data
(vi) Specifications
(vii) Drawings, if any

The Procuring agency's attention is drawn to the following while finalizing the Bidding Documents.

C. Notice Inviting Tender/ Invitation for Bids/ Request for Expression of Interest

The "Notice Inviting Tender" is meant for publication of tenders for calling bids in the newspapers and SPPRA Website.

The blank spaces wherever shown are required to be filled by the Procuring Agency before issuance of Bidding Documents.

The Procuring Agency may modify para 1 of Notice Inviting Tender as per its requirement. The notice should be published so as to give the interested bidders sufficient working period for preparation and submission of bids – not less than 15 days for National Competitive Bidding and 45 days for International Competitive Bidding (SPP Rule 18).

1. The eligible bidders are defined in IB.2; the text can be amended by the Procuring Agency as deemed appropriate.,

2. The non-refundable fee for the sale of Bidding Documents should be nominal so as to cover printing/reproduction and mailing costs and to ensure that only bona-fide bidders shall apply (SPP Rule 20).

3. The amount of Bid Security should be a lump sum figure or a percentage, but not less than 1% and more than 5% of bid price and should be in accordance with IB.13 (SPP Rule 37).

4. If the venue of receipt of bids and the opening of bids is the same, the times for receipt and opening of bids are to be entered in last Para of the Notice Inviting Tender, otherwise indicate the name, address and exact location for the opening of bids. However the date for the receipt and the opening of bids shall be same (SPP Rule 41).

D. Instructions to Bidders

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

The Instructions to Bidders can be used as given. Procuring agency may have to make changes under Bidding Data.

The Procuring Agency's or Engineer's Representative, if any, shall exercise powers of the Engineer/Procuring Agency under and in connection with Clauses IB.5, IB.6, IB.16, etc.

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3. The sum insured for different insurances including minimum amount of third party insurance should be assessed by the Engineer/Procuring Agency and entered in Contract Data. Such insurance cover shall be carried out with Insurance Company having at least AA rating from PACRA / JCR in the favour of the procuring agency.

4. The time for completion of the whole of the works should be assessed by the Engineer/Procuring Agency and entered in the Contract Data.

5. The Conditions of Contract contain no overall limit on the Contractor's liability. The amount of **liquidated damages** per day of delay shall be entered by the Engineer/Procuring Agency in Contract Data. Usually the liquidated damages are set between **0.05 percent and 0.10 percent per day and the maximum limit as 10 percent of contract price stated in the Letter of Acceptance.**

6. Any amendment and/or additions to the Conditions of the Contract that are specific to a given Bid/Contract should be included by the Procuring agency. This may include but not be limited to the provisions regarding the following:

   a) Terms of Payment should be prepared and incorporated in Contract Data by the Engineer/Procuring Agency.

   b) The Engineer/Procuring Agency to make sure that all taxes and duties are included by the Bidders/Contractors in their prices.

I. Specifications

To be prepared and incorporated by the Engineer/Procuring Agency

J. Drawings

To be prepared and incorporated by the Engineer/Procuring Agency, if required.

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INVITATION FOR BIDS

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INVITATION FOR BIDS

Date: _____

Bid Reference No.: _____

1 The Procuring Agency, [*enter name of the procuring agency*], invites sealed bids from interested firms or persons licensed by the Pakistan Engineering Council in the *appropriate* category(*not required for works costing Rs 2.5 million or less) and/or duly* pre-qualified(*if pre-qualification is done for specific scheme/project)* with the Procuring Agency for the Works, _____[*enter title, type and financial volume of work*], which will be completed in _____ [*enter appropriate time period*] days.

2. A complete set of Bidding Documents may be purchased by an interested eligible bidder on submission of a written application to the office given below and upon payment of a non-refundable fee of Rupees _____(*Insert Amount).* Bidders may acquire the Bidding Documents from the Office of the Procuring Agency, at_____ (Mailing Address).

3. All bids must be accompanied by a Bid Security in the amount of Rs. ___ (Rupees _____) or_____ _____percentage of bid price in the form of (*pay order / demand draft / bank guarantee*) and must be delivered to_____(*Indicate Address and Exact Location*) at or before ____ hours, on _____ (Date). Bids will be opened at _____ hours on the same day in the presence of bidders' representatives who choose to attend, at the same address [*indicate the address if it differs*].

[Note: 1. *Procuring Agency to enter the requisite information in blank spaces.*
2. *The bid shall be opened within one hour after the deadline for submission of bids.]*

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CONDITIONS OF CONTRACT

1. GENERAL PROVISIONS

1.1 Definitions

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

The Contract

1.1.1 "Contract" means the Contract Agreement and the other documents listed in the Contract Data.

1.1.2 "Specifications" means the document as listed in the Contract Data, including Procuring Agency's requirements in respect of design to be carried out by the Contractor (if any), and any Variation to such document.

1.1.3 "Drawings" means the Procuring Agency's drawings of the Works as listed in the Contract Data, and any Variation to such drawings.

Persons

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

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

1.1.6 "Party" means either the Procuring Agency or the Contractor.

Dates, Times and Periods

1.1.7 "Commencement Date" means the date fourteen (14) days after the date the Contract comes into effect or any other date named in the Contract Data.

1.1.8 "Day" means a calendar day

1.1.9 "Time for Completion" means the time for completing the Works as stated in the Contract Data (or as extended under Sub-Clause 7.3), calculated from the Commencement Date.

Money and Payments

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

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does not include any allowance for profit.

Other Definitions

1.1.11 "Contractor's Equipment" means all machinery, apparatus and other thing required for the execution of the Works but does not include Materials or intended to form part of the Works.

1.1.12 "Country" means the Islamic Republic of Pakistan.

1.1.13 "Procuring Agency's Risks" means those matters listed in Sub-Clause 6.1.

1.1.14 "Force Majeure" means an event or circumstance which makes performance of a Party's obligations illegal or impracticable and which is beyond that Party's reasonable control.

1.1.15 'Materials" means things of all kinds (other than Plant) to be supplied and incorporated in the Works by the Contractor.

1.1.16 "Plant" means the machinery and apparatus intended to form or forming part of the Works

1.1.17 "Site" means the places provided by the Procuring Agency where the Works are to be executed, and any other places specified in the Contract as forming part of the Site.

1.1.18 "Variation" means a change which is instructed by the Engineer/Procuring Agency under Sub-Clause 10.1.

1.1.19 'Works" means any or all the works whether Supply, Installation, Construction etc. and design (if any) to be performed by the Contractor including temporary works and any variation thereof.

1.1.20 "Engineer" means the person notified by the Procuring Agency to act as Engineer for the purpose of the Contract and named as such in Contract Data.

1.2 **Interpretation**

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

1.3 **Priority of Documents**

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

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1.4 **Law**

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

1.5 **Communications**

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

1.6 **Statutory Obligations**

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

2. THE PROCURING AGENCY

2.1 **Provision of Site**

The Procuring Agency shall provide the Site and right of access thereto at the times stated in the Contract Data.
Site Investigation Reports are those that were included in the bidding documents and are factual and interpretative reports about the surface and subsurface conditions at the Site.

2.2 **Permits etc.**

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

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

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

2.4 **Approvals**

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

3. ENGINEER'S/PROCURING AGENCY'S REPRESENTATIVES

3.1 **Authorised Person**

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

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

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

4. THE CONTRACTOR

4.1 General Obligations

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

4.2 Contractor's Representative

The Contractor shall appoint a representative at site on full time basis to supervise the execution of work and to receive instructions on behalf of the Contractor but only after obtaining the consent of the Procuring Agency for such appointment which consent shall not be withheld without plausible reason(s) by the Procuring Agency. Such authorized representative may be substituted/ replaced by the Contractor at any time during the Contract Period but only after obtaining the consent of the Procuring Agency as aforesaid.

4.3 Subcontracting

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

4.4 Performance Security

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

5. DESIGN BY CONTRACTOR

5.1 Contractor's Design

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

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

5.2 **Responsibility for Design**

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

6. PROCURING AGENCY'S RISKS

6.1 **The Procuring Agency's Risks**

The Procuring Agency's Risks are:-

a) war, hostilities (whether war be declared or not), invasion, act of foreign enemies, within the Country;

b) rebellion, terrorism, revolution, insurrection, military or usurped power, or civil war, within the Country;

c) riot, commotion or disorder by persons other than the Contractor's personnel and other employees including the personnel and employees of Sub-Contractors, affecting the Site and/or the Works;

d) ionising radiations, or contamination by radio-activity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radio-active toxic explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component of such an assembly, except to the extent to which the Contractor/Sub-Contractors may be responsible for the use of any radio-active material;

e) Pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds;

f) use or occupation by the Procuring Agency of any part of the Works, except as may be specified in the Contract;

g) late handing over of sites, anomalies in drawings, late delivery of designs and drawings of any part of the Works by the Procuring Agency's personnel or by others for whom the Procuring Agency is responsible;

h) a suspension under Sub-Clause 2.3 unless it is attributable to the Contractor's failure; and

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

7. TIME FOR COMPLETION

7.1 Execution of the Works

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

7.2 Programme

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

7.3 Extension of Time

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

7.4 Late Completion

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

8. TAKING-OVER

8.1 Completion

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

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8.2 **Taking-Over Notice**

Within fourteen (14) days of the receipt of the said notice of completion from the Contractor the Procuring Agency/Engineer shall either takeover the completed works and issue a Certificate of Completion to that effect or shall notify the Contractor his reasons for not taking-over the works. While issuing the Certificate of Completion as aforesaid, the Procuring Agency/Engineer may identify any outstanding items of work which the Contractor shall undertake during the Maintenances Period.

9. REMEDYING DEFECTS

9.1 Remedying Defects

The Contractor shall for a period stated in the Contract Data from the date of issue of the Certificate of Completion carry out, at no cost to the Procuring Agency repair and rectification work which is necessitated by the earlier execution of poor quality of work or use of below specifications material in the execution of Works and which is so identified by the Procuring Agency/Engineer in writing within the said period. Upon expiry of the said period, and subject to the Contractor's faithfully performing his aforesaid obligations, the Procuring Agency/Engineer shall issue a Maintenance Certificate whereupon all obligations of the Contractor under this Contract shall come to an end.

Failure to remedy any such defects or complete outstanding work within a reasonable time shall entitle the Procuring Agency to carry out all necessary works at the Contractor's cost. However, the cost of remedying defects not attributable to the Contractor shall be valued as a Variation.

9.2 Uncovering and Testing

The Engineer/Procuring Agency may give instruction as to the uncovering and/or testing of any work. Unless as a result of an uncovering and/or testing it is established that the Contractor's design, materials, plant or workmanship are not in accordance with the Contract, the Contractor shall be paid for such uncovering and/or testing as a Variation in accordance with Sub-Clause 10.2.

10. VARIATIONS AND CLAIMS

10.1 Right to Vary

The Procuring Agency/Engineer may issue Variation Order(s) in writing. Where for any reason it has not been possible for the Procuring Agency/Engineer to issue such Variations Order(s), the Contractor may confirm any verbal orders given by the Procuring Agency/Engineer in writing and if the same are not refuted/denied by the Procuring Agency/Engineer within ten (10) days of the receipt of such confirmation the same shall be deemed to be a Variation Orders for the purposes of this Sub-Clause.

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10.2 **Valuation of Variations**

Variations shall be valued as follows:

a) at a lump sum price agreed between the Parties, or

b) where appropriate, at rates in the Contract, or

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

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

e) if the Engineer/Procuring Agency so instructs, at day work rates set out in the Contract Data for which the Contractor shall keep records of hours of labour and Contractor's Equipment, and of Materials, used.

10.3 **Changes in the Quantities.**

a) If the final quantity of the work done differs from the quantity in the Bill of Quantities for the particular item by more than 25 percent, provided the change exceeds 1 percent of the Initial Contract Price, the Procuring Agency/Engineer shall adjust the rate to allow for the change and will be valued as per sub clause 10.2.

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

c) If requested by the Engineer, the contractor shall provide the Engineer with a detailed cost breakdown of any rate in the Bill of Quantities.

10.4 **Early Warning**

The Contractor shall notify the Engineer/Procuring Agency in writing as soon as he is aware of any circumstance which may delay or disrupt the Works, or which may give rise to a claim for additional payment.

To the extent of the Contractor's failure to notify, which results to the Engineer/Procuring Agency being unable to keep all relevant records or not taking steps to minimise any delay, disruption, or Cost, or the value of any Variation, the Contractor's entitlement to extension of the Time for Completion or additional payment shall be reduced/rejected.

10.5 **Valuation of Claims**

If the Contractor incurs Cost as a result of any of the Procuring Agency's Risks, the Contractor shall be entitled to the amount of such Cost. If as a result of any

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Procuring Agency's Risk, it is necessary to change the Works, this shall be dealt with as a Variation subject to Contractor's notification for intention of claim to the Engineer/Procuring Agency within fourteen (14) days of the occurrence of cause.

10.6 **Variation and Claim Procedure**

The Contractor shall submit to the Engineer/Procuring Agency an itemised detailed breakdown of the value of variations and claims within twenty eight (28) days of the instruction or of the event giving rise to the claim. The Engineer/Procuring Agency shall check and if possible agree the value. In the absence of agreement, the Procuring Agency shall determine the value.

11. CONTRACT PRICE AND PAYMENT

11.1 (a) **Terms of Payments**

The amount due to the Contractor under any Interim Payment Certificate issued by the Engineer pursuant to this Clause, or to any other terms of the Contract, shall , subject to Clause 11.3, be paid by the Procuring Agency to the Contractor within 30 days after such Interim Payment Certificate has been jointly verified by Procuring Agency and Contractor, or, in the case of the Final Certificate referred to in Sub Clause 11.5, within 60days after such Final Payment Certificate has been jointly verified by Procuring Agency and Contractor;

Provided that the Interim Payment shall be caused in thirty (30) days and Final Payment in 60 days in case of foreign funded project. In the event of the failure of the Procuring Agency to make payment within 90 days then Procuring Agency shall pay to the Contractor compensation at the 28 days rate of KIBOR+2% per annum in local currency and LIBOR+1% for foreign currency, upon all sums unpaid from the date by which the same should have been paid.

(b) **Valuation of the Works**

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

11.2 **Monthly Statements**

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

a) the value of the Works executed less to the cumulative amount paid previously; and

b) value of secured advance on the materials and valuation of variations (if any).

The Contractor shall submit each month to the Engineer/Procuring Agency a statement showing the amounts to which he considers himself entitled.

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11.3 **Interim Payments**

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

11.4 **Retention**

Retention money shall be paid by the Procuring Agency to the Contractor within fourteen (14) days after either the expiry of the period stated in the Contract Data, or the remedying of notified defects, or the completion of outstanding work, all as referred to in Sub-Clause 9.1, whichever is the later.

11.5 **Final Payment**

Within twenty one (21) days from the date of issuance of the Maintenance Certificate the Contractor shall submit a final account to the Engineer to verify and the Engineer shall verify the same within fourteen (14) days from the date of submission and forward the same to the Procuring Agency together with any documentation reasonably required to enable the Procuring Agency to ascertain the final contract value.

Within sixty (60) days from the date of receipt of the verified final account from the Engineer, the Procuring Agency shall pay to the Contractor any amount due to the Contractor. While making such payment the Procuring Agency may, for reasons to be given to the Contractor in writing, withhold any part or parts of the verified amount.

11.6 **Currency**

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

12. DEFAULT

12.1 **Defaults by Contractor**

If the Contractor abandons the Works, refuses or fails to comply with a valid instruction of the Engineer/Procuring Agency or fails to proceed expeditiously and without delay, or is, despite a written complaint, in breach of the Contract, the Procuring Agency may give notice referring to this Sub-Clause and stating the default.

If the Contractor has not taken all practicable steps to remedy the default within fourteen (14) days after receipt of the Procuring Agency's notice, the Procuring Agency may by a second notice given within a further twenty one (21) days, terminate the Contract. The Contractor shall then demobilize from the Site leaving behind any Contractor's Equipment which the Procuring Agency instructs in the second notice, to be used for the completion of the Works at the risk and cost of the Contractor.

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12.2 **Defaults by Procuring Agency**

If the Procuring Agency fails to pay in accordance with the Contract, or is, despite a written complaint, in breach of the Contract, the Contractor may give notice referring to this Sub-Clause and stating the default. If the default is not remedied within fourteen (14) days after the Procuring Agency's receipt of this notice, the Contractor may suspend the execution of all or parts of the Works.

If the default is not remedied within twenty eight (28) days after the Procuring Agency's receipt of the Contractor's notice, the Contractor may by a second notice given within a further twenty one (21) days, terminate the Contract. The Contractor shall then demobilise from the Site.

12.3 **Insolvency**

If a Party is declared insolvent under any applicable law, the other Party may by notice terminate the Contract immediately. The Contractor shall then demobilise from the site leaving behind, in the case of the Contractor's insolvency, any Contractor's Equipment which the Procuring Agency instructs in the notice is to be used for the completion of the Works.

12.4 **Payment upon Termination**

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

a) any sums to which the Contractor is entitled under Sub-Clause 10.4.

b) any sums to which the Procuring Agency is entitled,

c) if the Procuring Agency has terminated under Sub-Clause 12.1 or 12.3, the Procuring Agency shall be entitled to a sum equivalent to twenty percent (20%) of the value of parts of the Works not executed at the date of the termination, and

d) if the Contractor has terminated under Sub-Clause 12.2 or 12.3, the Contractor shall be entitled to the cost of his demobilisation together with a sum equivalent to ten percent (10%) of the value of parts of the works not executed at the date of termination.

The net balance due shall be paid or repaid within twenty eight (28) days of the notice of termination.

13. RISKS AND RESPONSIBILITIES

13.1 **Contractor's Care of the Works**

Subject to Sub-Clause 9.1, the Contractor shall take full responsibility for the care

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of the Works from the Commencement Date until the date of the Procuring Agency's/Engineer's issuance of Certificate of Completion under Sub-Clause 8.2. Responsibility shall then pass to the Procuring Agency. If any loss or damage happens to the Works during the above period, the Contractor shall rectify such loss or damage so that the Works conform with the Contract.

Unless the loss or damage happens as a result of any of the Procuring Agency's Risks, the Contractor shall indemnify the Procuring Agency, or his agents against all claims loss, damage and expense arising out of the Works.

13.2 **Force Majeure**

If Force Majeure occurs, the Contractor shall notify the Engineer/Procuring Agency immediately. If necessary, the Contractor may suspend the execution of the Works and, to the extent agreed with the Procuring Agency demobilize the Contractor's Equipment.

If the event continues for a period of eighty four (84) days, either Party may then give notice of termination which shall take effect twenty eight (28) days after the giving of the notice.

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

a) any sums to which the Contractor is entitled under Sub-Clause 10.4.

b) the cost of his demobilization, and

c) less any sums to which the Procuring Agency is entitled.

The net balance due shall be paid or repaid within thirty five (35) days of the notice of termination.

14. INSURANCE

14.1 **Arrangements**

The Contractor shall, prior to commencing the Works, effect insurances of the types, in the amounts and naming as insured the persons stipulated in the Contract Data except for items (a) to (e) and (i) of the Procuring Agency's Risks under Sub-Clause 6.1. The policies shall be issued by insurers and in terms approved by the Procuring Agency. The Contractor shall provide the Engineer/Procuring Agency with evidence that any required policy is in force and that the premiums have been paid.

14.2 **Default**

If the Contractor fails to effect or keep in force any of the insurances referred to in the previous Sub-Clause, or fails to provide satisfactory evidence, policies or receipts, the Procuring Agency may, without prejudice to any other right or

remedy, effect insurance for the cover relevant to such as a default and pay the premiums due and recover the same plus a sum in percentage given in Contract Data from any other amounts due to the Contractor.

15. RESOLUTION OF DISPUTES

15.1 Engineer's Decision

If a dispute of any kind whatsoever arises between the Procuring Agency and the Contractor in connection with the works, the matter in dispute shall, in the first place, be referred in writing to the Engineer, with a copy to the other party. Such reference shall state that it is made pursuant to this Clause. No later than the twenty eight (28) days after the day on which he received such reference, the Engineer shall give notice of his decision to the Procuring Agency (Superintending Engineer) and the Contractor.

Unless the Contract has already been repudiated or terminated, the Contractor shall, in every case, continue to proceed with the work with all due diligence and the Contractor and the Procuring Agency (Superintending Engineer)shall give effect forthwith to every such decision of the Engineer unless and until the same shall be revised, as hereinafter provided in an arbitral award.

15.2 Notice of Dissatisfaction

If a Party is dissatisfied with the decision of the Engineer of consultant or if no decision is given within the time set out in Sub-Clause 15.1 here above, the Party may give notice of dissatisfaction referring to this Sub-Clause within fourteen (14) days of receipt of the decision or the expiry of the time for the decision. If no notice of dissatisfaction is given within the specified time, the decision shall be final and binding on the Parties. If notice of dissatisfaction is given within the specified time, the decision shall be binding on the Parties who shall give effect to it without delay unless and until the decision of the Engineer is revised by an arbitrator.

If a contractor is dissatisfied with the decision of the Engineer of the department or decision is not given in time then he can approach Superintending Engineer within 14 days, in case of dissatisfaction with decision of Superintending Engineer or not decided within 28 days, then arbitration process would be adopted as per clause 15.3.

15.3 Arbitration

A dispute which has been the subject of a notice of dissatisfaction shall be finally settled as per provisions of Arbitration Act 1940 (Act No. X of 1940) and Rules made there under and any statutory modifications thereto. Any hearing shall be held at the place specified in the Contract Data and in the language referred to in Sub-Clause 1.5.

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16 INTEGRITY PACT

16.1 If the Contractor or any of his Sub-Contractors, agents or servants is found to have violated or involved in violation of the Integrity Pact signed by the Contractor as Schedule-F to his Bid, then the Procuring Agency shall be entitled to:

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

On termination of the Contract under Sub-Para (b) of this Sub-Clause, the Contractor shall demobilize from the site leaving behind Contractor's Equipment which the Procuring Agency instructs, in the termination notice, to be used for the completion of the works at the risk and cost of the Contractor. Payment upon such termination shall be made under Sub-Clause 12.4, in accordance with Sub-Para (e) thereof, after having deducted the amounts due to the Procuring Agency under Sub-Para (a) and (c) of this Sub-Clause.

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

(viii) Detailed account of advances must be kept in part II of running account bill; 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 definitely not for full quantities of materials for the entire work/contract

(b) Recovery of Secured Advance:

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

(ii) As recoveries are made the outstanding accounts of the items concerned in Part II should be reduced b making deduction entries in the column; "deduct quantity utilized in work measured since previous bill," equivalent to the quantities of materials used by the contractor on items of work shown as executed in part I of the bill.

(c) Interim payments: The Contractor shall submit to the Engineer monthly statements of the estimated value of the work completed less the cumulative amount certified previously.

(i) The value of work completed comprises the value of the quantities of the items in the Bill of Quantities completed.

(ii) value of secured advance on the materials and valuation of variations (if any).

(iii) Engineer may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.

(v) Retention money and other advances are to be recovered from the bill submitted by contractor.

11.2 *(a) **Valuation of the Works:**

i) Lump sum price_____(details), or

ii) Lump sum price with schedules of rates _____ (details), or

iii) Lump sum price with bill of quantities_____(details), or

iv) Re-measurement with estimated/bid quantities in the Schedule Prices or on premium above or below quoted on the rates mentioned in CSR _____(details), or/and

v) Cost reimbursable_____(details)

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STANDARD FORMS

(Note: Standard Forms provided in this document for securities are to be issued by a bank. In case the bidder chooses to issue a bond for accompanying his bid or performance of contract or receipt of advance, the relevant format shall be tailored accordingly without changing the spirit of the Forms of securities).

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FORM OF BID SECURITY
(Bank Guarantee)

Guarantee No._____
Executed on _____

(Letter by the Guarantor to the Procuring Agency)

Name of Guarantor (Scheduled Bank in Pakistan) with address:_____
Name of Principal (Bidder) with address:_____
_____
Sum of Security (express in words and figures):_____
_____
Bid Reference No._____ Date of Bid _____

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

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the accompanying Bid numbered and dated as above for _____ (Particulars of Bid) to the said Procuring Agency; and

WHEREAS, the Procuring Agency has required as a condition for considering the said Bid that the Principal furnishes a Bid Security in the above said sum to the Procuring Agency conditioned as under:

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

(a) the Principal withdraws his Bid during the period of validity of Bid, or

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

(c) failure of the successful bidder to

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

(ii) sign the proposed Contract Agreement, in accordance with Sub-Clauses IB-20.2 & 20.3 of Instructions to Bidders,

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the entire sum be paid immediately to the said Procuring Agency for delayed completion and not as penalty for the successful bidder's failure to perform.

NOW THEREFORE, if the successful bidder shall, within the period specified therefore, on the prescribed form presented to him for signature enter into a formal Contract Agreement with the said Procuring Agency in accordance with his Bid as accepted and furnish within fourteen (14) days of receipt of Letter of Acceptance, a Performance Security with good and sufficient surety , as may be required, upon the form prescribed by the said Procuring Agency for the faithful performance and proper fulfilment of the said Contract or in the event of non-withdrawal of the said Bid within the time specified then this obligation shall be void and of no effect, but otherwise to remain in full force and effect.

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

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

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

_____
Guarantor (Bank)

Witness:

1. _____

_____
Corporate Secretary (Seal)

2. _____

_____
(Name, Title & Address)

1. Signature _____

2. Name _____

3. Title _____

Corporate Guarantor (Seal)

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FORM OF PERFORMANCE SECURITY
(Bank Guarantee)

Guarantee No._____
Executed on _____
Expiry Date

(Letter by the Guarantor to the Procuring Agency)

Name of Guarantor (Scheduled Bank in Pakistan) with

address: _____

Name of Principal (Contractor) with
address:_____

_____

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

_____

Letter of Acceptance No._____ Dated _____

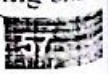
KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Bidding Documents and above said Letter of Acceptance (hereinafter called the Documents) and at the request of the said Principal we, the Guarantor above named, are held and firmly bound unto the _____ (hereinafter called the Procuring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

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

_____ (Name of Project).

NOW THEREFORE, if the Principal (Contractor) shall well and truly perform and fulfill all the undertakings, covenants, terms and conditions of the said Documents during the original terms of the said Documents and any extensions thereof that may be granted by the Procuring Agency, with or without notice to the Guarantor, which notice is, hereby, waived and shall also well and truly perform and fulfill all the undertakings, covenants terms and conditions of the Contract and of any and all modifications of the said Documents that may hereafter be made, notice of which modifications to the Guarantor being hereby waived, then, this obligation to be void; otherwise to remain in full force and virtue till all requirements of Clause 9, Remedying Defects, of Conditions of Contract are fulfilled.

Our total liability under this Guarantee is limited to the sum stated above and it is a condition of any liability attaching to us under this Guarantee that the claim for payment in writing shall



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be received by us within the validity period of this Guarantee, failing which we shall be discharged of our liability, if any, under this Guarantee.

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

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

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

_____
Guarantor (Bank)

Witness:

1. _____

_____
Corporate Secretary (Seal)

2. _____

_____
(Name, Title & Address)

1. Signature _____

2. Name _____

3. Title _____

_____
Corporate Guarantor (Seal)

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FORM OF CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT (hereinafter called the "Agreement") made on the _____ day of _____ 200 _____ between _____ (hereinafter called the "Procuring Agency") of the one part and _____ (hereinafter called the "Contractor") of the other part.

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

NOW this Agreement witnesseth as follows:

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 Letter of Acceptance;
   (b) The completed Form of Bid along with Schedules to Bid;
   (c) Conditions of Contract & Contract Data;
   (d) The priced Schedule of Prices/Bill of quantities (BoQ);
   (e) The Specifications; and
   (f) The Drawings

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 within the provisions of the Contract.

4. The Procuring Agency hereby covenants to pay the Contractor, in consideration of the execution and completion of the Works as per provisions of the Contract, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

Signature of the Contactor	Signature of the Procuring Agency
(Seal)	(Seal)

Signed, Sealed and Delivered in the presence of:

Witness:	Witness:
(Name, Title and Address)	(Name, Title and Address)

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INDENTURE FOR SECURED ADVANCES.

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

This INDENTURE made the .... day of ..... ----- ..... ----------.....-197--"- BETWEEN (hereinafter called "the Contractor" which expression shall where the context so admits or implied be deemed to include his heirs, executors, administrators and assigns) of the one part and THE GOVERNOR OF SINDH (hereinafter called "the Government" of the other part).

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

(Here enter (the description of the works).

AND WHEREAS the contractor has applied to the .... —..... ----- for an advance to him of Rupees ---------- (Rs. .....) on the security of materials absolutely belonging to him and brought by him to the site of the said works the subject of the said agreement for use in the construction of such of the said works as he has undertaken to execute at rates fixed for the finished work (inclusive of the cost of materials and labour and other charge) AND WHEREAS the Government has agreed to advance to the Contractor the sum of Rupees. (Rs. .....) on the security of materials the quantities and other particulars of which are detailed in Part II of Running Account Bill (E). the said works signed by the contractor Fin R.Form.17.A on---------- .....— and on such covenants and conditions as are hereinafter contained and the Government has reserved to itself the option of making any further advance advances on the security of other materials brought by the Contractor to the site of the said works.

NOW THIS INDENTURE WTTNESSETH that in pursuance of the said agreement and in consideration of the sum of Rupees.....---------- .....-.....— ..... (Rs. ------..... -----) on or before the execution of these presents paid to the Contractor by the Government (the receipt whereof the Contractor doth hereby acknowledge) and of such further advances (if any) as may be made to him as aforesaid (all of which advances are hereinafter collectively referred to as the said amount) the Contractor doth hereby assign unto the Government the said materials by way of security for the said amount

And doth hereby covenant and agree with the Government and declare as follow :-

(1) That the said sum of Rupees .....-..... ----------..... ---------- (Rs. ----------) so advanced by the Government to the Contractor as aforesaid and all or any further sum or sums which may be advanced aforesaid shall be employed by the contractor in or towards expending the execution of the said works and for no other purpose whatsoever.

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(2) That the materials detailed in the said Running Account Bill (B) which have been
Fin R Form No. 17-A
offered to and accepted by (he Government as security for the said amount are absolutely the Contractors own property free from encumbrances of any kind and the Contractor will not make any application for or receive a further advance on the security of materials which are not absolutely his own property and free from encumbrances of any kind and the contractor hereby agrees, at all times, to indemnify and save harmless the Government against all claims whatsoever to any materials in respect of which an advance has been made to him as aforesaid.

(3) That the said materials detailed in the said Running Account Bill (B) and all other
Fin. R. Form No. 17-A
Materials on the security of which any further advance or advances may hereafter be made as aforesaid (hereinafter called the said materials) shall be used by the Contractor solely in the execution of the said works in accordance with the directions of the Divisional Officer----------(hereinafter called the Divisional Officer) and in the terms of the said agreement.

(4) That the Contractor shall make at his own cost all necessary and adequate arrangement for the proper watch, safe custody and protection against all risks of the said material and that until used in construction as aforesaid the said materials shall remain at the site of the said works in the Contractor's custody and at his own risk and on his own responsibility and shall at all times be open to inspection by (he Divisional Officer or any officer authorized by him. In the event of the said materials of any part (hereof being stolen, destroyed or damaged or becoming deteriorated in a grater degree than is due to reasonable use and wear thereof Contractor will forthwith replace the same with other materials of like qualify or repair and make good the same as required by the Divisional Officer and the materials so brought to replace the said materials so repaired and made good shall also be considered as security for the said amount.

(5) 'Hurt the said materials shall not on any account be removed from the site of the said works except with the written permission of the Divisional Officer or an officer authorized by him in that behalf

(6) That the said amount shall be payable in full when or before the Contractor receives payment, from the Government of the price payable to him for the said works under the terms and provisions of the said agreement PROVIDED THAT if any intermediate payments are made to the contractor on account of work done then on the occasion of each such payment the Government will be at liberty to make a recovery from the Contractors Bill for such payment by deducting there from in the value of the said materials (hen actually used in the construction and in respect of which recovery has not been made previously the value for this purpose being determined in respect of each description of material at (he rates at which the amount of the advances made under these presents were calculated.

(7) That if the Contractor shall at any time make any default in the performance or observation in any respect of any of the terms and provisions of the said agreement or of these presents the total amount of the advance or advances that may still be owing to the Government shall immediately on the happening of such default be repayable by the Contractor to the Government together with interest thereon at twelve

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percent per annum from the date or respective dates of such advance or advances to the date or repayment and with all costs, charges, damages and expenses incurred by the Government in or for the recovery thereof or the enforcement of this security or otherwise by reason of (he default of the Contractor and any moneys so becoming due and payable shall constitute a debt due from the Contractor to the Government and the Contractor hereby covenants and agrees with the Government to repay and the same respectively to it accordingly.

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

Once therewith the Government may at any time thereafter adopt all or any of following courses as it may deem best ;-

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

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

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

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

(10) That in the event of any conflict between the provisions of these presents and the said agreement the provisions of these presents shall prevail and in the event of any dispute or difference arising over the construction or effect of these presents the settlement of which has not been hereinbefore expressly provided for the same shall be referred to the Superintending Engineer..... Circle whose..... decision shall be final and the provisions of the Indian Arbitration Act for the time being in force so far as they are applicable shall apply to any such reference.

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In witnesses whereof the* ---------- on behalf of the Governor of Sindh and the said ---------- have hereunto set their respective hands and seals the day and first above written.

Signed, sealed and delivered by* In the presence of

Seal

1st witness 2nd witness

Signed, sealed and delivered by* In the presence of

Seal

1st Witness 2nd witness

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SPECIFICATIONS

[Note for Preparing the Specifications]

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

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

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

Sample Clause: Equivalency of Standards and Codes

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

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lause –18: Financial Assistance /Advance Payment.

ı) Mobilization advance is not allowed.

;) Secured Advance against materials brought at site.

(i) Secured Advance may be permitted only against imperishable materials/quantities anticipated to be consumed/utilized on the work within a period of three months from the date of issue of secured advance and definitely not for full quantities of materials for the entire work/contract. The sum payable for such materials on site shall not exceed 75% of the market price of materials;

(ii) Recovery of Secured Advance paid to the contractor under the above provisions shall be affected from the monthly payments on actual consumption basis, but not later than period more than three months (even if unutilized).

ıuse –19: Recovery as arrears of Land Revenue. Any sum due to the Government the contractor shall be liable for recovery as arrears of Land Revenue.

ıuse –20: Refund of Security Deposit/Retention Money. On completion of the ɔle of the works (a work should be considered as complete for the purpose of refund :ecurity deposit to a contractor from the last date on which its final measurements are cked by a competent authority, if such check is necessary otherwise from the last date 'ecording the final measurements), the defects notice period has also passed and the ;ineer has certified that all defects notified to the contractor before the end of this od have been corrected, the security deposit lodged by a contractor (in cash or ıvered in installments from his bills) shall be refunded to him after the expiry of three ıths from the date on which the work is completed.

Divisional Accountant

ractor

Executive Engineer/Procuring Agency

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Work No. 07

SPPRA BIDDING DOCUMENTS

STANDARD FORM OF BIDDING DOCUMENT FOR

PROCUREMENT OF WORKS

(FOR LARGE CONTRACTS COSTING MORE THAN 50 MILLION)

(Harmonized with SPPRA Rules)

FOR THE WORK OF

REPLACEMENT OF BADLY DAMAGED / COLLAPSED 12" DIA RCC SEWER LINE AND CONSTRUCTION OF INTERMEDIATE MANHOLES AT BRANCH LINES IN DIFFERENT LOCATIONS AND VARIOUS POINTS IN UNION COUNCIL 01,02,03,04,05,06,07 & UC-08 IN ENTIRE MODEL COLONY TOWN FOR THE BETTERMENT AND SMOOTH RUNNING OF SEWERAGE SYSTEM IN MODEL COLONY TOWN SEWERAGE DISTRICT KORANGI KW&SC

EXECUTIVE ENGINEER (SEW)
MODEL COLONY TOWN, DISTRICT KORANGI

KARACHI WATER & SEWERAGE CORPORATION
Kala Board, T.M.C Model Town office District Korangi

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BIDDING DATA

(This section to be filled in by the Engineer/Procuring Agency before issuance of the Bidding Document).

(a) **Name of Procuring Agency:-**	**Karachi Water & Sewerage Corporation**
(b) **Brief Description of Works:-**	REPLACEMENT OF BADLY DAMAGED / COLLAPSED 12" DIA RCC SEWER LINE AND CONSTRUCTION OF INTERMEDIATE MANHOLES AT BRANCH LINES IN DIFFERENT LOCATIONS AND VARIOUS POINTS IN UNION COUNCIL 01,02,03,04,05,06,07 & UC-08 IN ENTIRE MODEL COLONY TOWN FOR THE BETTERMENT AND SMOOTH RUNNING OF SEWERAGE SYSTEM IN MODEL COLONY TOWN SEWERAGE DISTRICT KORANGI KW&SC
(c) **Procuring Agency's address:-**	Executive Engineer (Sew), Model Colony Town KW&SC, **Malir Kala Board, TMA Model Colony office District Korangi**
(d) **Estimated Cost:-**	Rs. 1,11,47,999/=
(e) **Amount of Bid Security: -**	Rs. 2,25,000/= of Estimated Cost
(f) **Period of Bid Validity (days):-**	90 Days (Not more than Ninety days).
(g) **Security Deposit:-** (including bid Security):-	**05%** (10% Including Rs.2,25,000 of bid security not exceeding 10%).
(h) **Performance Security:-**	5%
(i) **Percentage, if any, to be deducted from bills:-**	10% S/Deposit, 8% Income Tax, 1.5% Water Charges, 5% SST-(as per policy of KW&SC).
(j) **Deadline for Submission of Bids on "EPADS" portal along with time:-**	**29-12-2025 at (2:00 PM)** (Palace of submission at the below address).
(k) **Venue, Time, and Date of Bid Opening:-**	**Office of the Accounts Officer (Sewerage) / Secretary Repair & Maintenance Works KW&SC, Room No.12-A First Floor Block- "C" 9th Mile Karsaz Shahrah-e-Faisal Karachi**, in the presence of Tenderer or their authorized representative on the dated & time. **29-12-2025 at (2:30 PM).**
(l) **Time for Completion from written order of commence:-**	(180) Days).
(m) **Liquidity damages: -**	0.5% (0.05% of Estimated cost or sanctioned cost per day of delay, but not exceeding 10%).

Executive Engineer (Sew)
Model Colony Town K.W.&.S.C

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KARACHI WATER AND SEWERAGE CORPORATION

OFFICE OF THE EXECUTIVE ENGINEER (SEWERAGE) MODEL COLONY TOWN

Malir Kala Board, TMA Model Colony office District Korangi

BILL OF QUANTITIES

AME OF WORK: REPLACEMENT OF BADLY DAMAGED / COLLAPSED 12" DIA RCC SEWER LINE AND ONSTRUCTION OF INTERMEDIATE MANHOLES AT BRANCH LINES IN DIFFERENT LOCATIONS AND VARIOUS OINTS IN UNION COUNCIL 01,02,03,04,05,06,07 & UC-08 IN ENTIRE MODEL COLONY TOWN FOR THE ETTERMENT AND SMOOTH RUNNING OF SEWERAGE SYSTEM IN MODEL COLONY TOWN SEWERAGE DISTRICT ORANGI KW&SC

(A) Description and Rate of Items Based on Composite Schedule of Rates

No.	Quantities	Description of item to be executed at site	Rupees in Figures	Rupees in Words	Unit	Total Amount
01.	8750 Sft	Scarifying the existing road surface	633.72	Six Hundred Thirty Three & Seventy Two paisa	% Sft	55,450.50
02.	13125 Cft	Dismantling and removing road metaling.	26.93	Twenty Six & Ninety Three Paisa	P/ Cft	3,53,456.25
03.	43750 Cft	Excavation for pipeline and trenches, and pits in wet soil clay or mud i/c trimming and dressing sides to true alignment and shape leveling of beds of trenches to correct level and grade, cutting joints holes and disposal of surplus earth within a one chain as directed by Engineer incharge , Providing fence guards, lights, flags and temporary crossings for non-vehicular traffic where ever required lift upto 5 ft, (1.52m) and lead upto one chain (30.5m). **0'-5'**	27432.00	Twenty Seven Thousand Four Hundred Thirty Two	% 0Cft	12,00,150.00
04.		Providing Laying General RCC Standard pipes with Rubber Ring, joint & fitting in trench i/c cutting fitting jointing with rubber ring i/c testing with water to specified pressure.				
	3500 Rft	12" Dia	1257.32	One Hundred Two Hundred Fifty Seven & Thirty Two Paisa	P/Rft	44,00,620.00
05.	85 Nos.	Providing M/H 4 feet internal diameter without RCC manhole covers 5 feet clear depth cast in situ 1:2:4 9"thick wall 1:4:8 cement concrete in 6 ft dia and 6 inch thick in foundation 1:2:4 CC in benching ½"thick cement plaster 1:3 cement mortar on inside wall and surface of channel and benching to top including Making required numbers of main and branches channels ¾" dia bar M.S foot rest at 12" c/c including cost of excavation in all kind of soil back filling and disposal of excavated stuff etc complete as per design and instruction of the Engineer in charge.	46274.00	Forty Six Thousand Two Hundred Seventy Four	Each	39,33,290.00

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6.	06 Days	Full Hire charges of pumping set Per day i/c of wages of driver and assistant fuel or electric energy plat forms required for placing pumps etc, at lower depth with suction and delivery pipe for pumping out water found at various depths from trenches i/c the cost of erection and dismantling after completion of the job. (i)Hire charges of pumping set of upto 10 H.P pumping out water from 10 ft, deep trench.	5345.20	Five Thousand Three Hundred Forty Five & Paisa Twenty	P/Day	32,07
7.	340 Nos.	Making connection with the existing manholes i/c the cost of cutting holes in wall making them good in Cement Concrete 1:2:4 and making the required channel etc complete	631.80	Six Hundred Thirty One & Paisa Eighty	Each	2,14,81
8	85 Nos.	Manufacturing & Supplying of R.C.C manhole cover cast in 1:2:4 cement concrete ratio 3" inch deep at center reinforced with 1/2" dia M.S tor bars with 4" c/c welded to a 3/16' thick 2 inch wide M.S Plate and two hooks of 3/8" inch dia tor bars including compacting, curing and transportation within 10 miles. **(21" Dia)**	3238.79	Three Thousand Two Hundred Thirty Eight & Paisa Seventy Nine	Each	2,75,29
9.	35079.30 % 0Cft	Refilling the excavated stuff in trenches 6" thick layer i/c watering ramming to full compaction etc, complete.	14020.80	Fourteen Thousand Twenty & Paisa Eighty	% 0Cft	4,91,83
0.	4375 Cft	Supply of Sand Haro of the any other Sources of the same modulus of the finances	4366.00	Four Thousand Three Hundred Sixty Six	%/ Cft	1,91,01
					Total	1,11,47,99

EXECUTIVE ENGINEER (SE
MODEL COLONY TOWN,
K.W.& S.C

eby Quote _____ % At par/ Above/Below the Composite Schedule of Rates (CSR-2024) Rs. _____ Total after

Above/Below the Composite Schedule of Rates (CSR-2024) Rs.. _____ (Rupees _____

_____Only)

actor Signature:-_____

ess:-_____

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LETTER FOR INVITATION FOR BIDS

Date:-_____

Bid Reference No:-_____

1- The procuring Agency, Karachi Water & Sewerage Corporation, invites e-bids from interested firms or bidder and should have valid registration with Sindh Revenue Board (SRB), Federal Board of Revenue (FBR) on active Taxpayer List (TPL) as well as (PEC) Registration certificate along-with speciation in relevant filed, GST Registration Certificate (where applicable) in the appropriate specific work with the Procurement Agency for the work of.

REPLACEMENT OF BADLY DAMAGED / COLLAPSED 12" & 9" DIA RCC SEWER LINE IN DIFFERENT LOCATIONS AND VARIOUS POINTS IN UNION COUNCIL 01,02,03,04,05,06,07 & UC-08 IN ENTIRE MODEL COLONY TOWN FOR THE BETTERMENT AND SMOOTH RUNNING OF SEWERAGE SYSTEM IN MODEL COLONY TOWN SEWERAGE DISTRICT KORANGI KW&SC

2- (enter the title, type, and financial volume of work), which be completed in **(180) day**'s time of completion (entire appropriate time period).

3- Biding documents shall be download from the website of "**EPADS**" (http://portalsindh.eprocurement.gov.pk) of SPPRA Sindh and its Tender(s) cost as mentioned in the "NIT" in the shape of Pay-order / Demand (non-refundable), shall be submit before the time of announcement of e-bid.

4- All bids must be accompanied by a Bid Security in the amount of **Rs.2,25,000** in the shape of Pay order / Call Deposit Receipt (CDR) and same must be submitted Physically in the office of the **Accounts Officer** (Sewerage) / Secretary Maintenance Works KW&SC, Room No.12-A first floor Block "C" 9th Mile Karsaz Shahrah-e-Faisal Karachi (indicate the address if it differs).

Note:- 1- Procuring Agency to enter the requisite information in blank spaces,
2- The Bid shell be opened within one / hour after the deadline submission of bids.

Executive Engineer (Sew)
Model Colony Town
K.W.&.S.C

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INSTRUCTION FOR PREPARING BIDS

In terms of Rule-21(c) of SPP Rules-2010 & amended upto date

1. The Participants must quote the rates both in words and figures.
2. Bid Security / Earnest Money should be made from the A/c. of the Company / Firm of the participant.
3. integrity pact on the stamp paper wroth Rs. 100/= should be uploaded with the Tender / Bid
4. Bid would not be conditional
5. Bids should be accompanied by bid Security of Required (%) / Amount
6. Bid uploaded on specified date and time
7. The firm will not be Blacklisted Firms
8. Submitted documents should not be found forged at any stage
9. Pay-order of the Bid security should be summited Physically as mentioned in "**NIT**".
10. Mandatory requirement of NTN, SRB (Sindh Revenue Board), in case of Supply items GST Registration Certificate as well as PEC Registration certificate where applicable.
11. Experience and Financial certificate as per "NIT"
12. Bid must be signed with stamp, address and contact number
13. All applicable taxes including SST/SRB will be deducted from Grass amount of bill.
14. The bill shall be routed through consultant

Executive Engineer (Sew)
Model Colony Town
K.W.&.S.C

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EVALUATION CRITERIA

In terms of Rule-21 (1) (h) Rule-21 (A) of SPP Rules-2010 & (Amended-2023)

1. The Bidder should have valid registration with Sindh Revenue Board (SRB), Federal Board of Revenue (FBR) on active Taxpayer List (TPL) as well as PEC Registration certificate along-with speciation in relevant filed, GST Registration Certificate (where applicable) and copy must be available with Tender.

2. Affidavit that, has never been black listed and copy of the same must be uploaded with tender.

3. The Pay-order of required Bid Security / Earnest Money should be made from the A/c of the Company / Firm of the participant as mentioned in "NIT" and must be available with the tender.

4. Possess technical experience of carrying out (5) similar nature of repairing works along-with its completion report, completed during last three years (From july-2022 to June-2025).

5. At least one similar nature of work having minimum cost 80% of the estimated cost of the work or at least two similar nature works each having minimum 50% of the estimated cost.

6. Average Annual Financial Turn-over not less than equivalent cost of the estimate during last Three (3) years.

7. In case of more than one bidder quoted same lowest price in a bid, then the next lowest bid quoted by only one bidder will be consider for evaluation.

8. It is clarified that quoted rates beyond "two decimals", shell be consider only two decimals in the evaluation process.

9. The whole Evaluation Process shall be based on "Least" Quoted Price.

Executive Engineer (Sew)
Model Colony Town
K.W.&.S.C

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Name of Work:- **REPLACEMENT OF BADLY DAMAGED / COLLAPSED 12" DIA RCC SEWER LINE AND CONSTRUCTION OF INTERMEDIATE MANHOLES AT BRANCH LINES IN DIFFERENT LOCATIONS AND VARIOUS POINTS IN UNION COUNCIL 01,02,03,04,05,06,07 & UC-08 IN ENTIRE MODEL COLONY TOWN FOR THE BETTERMENT AND SMOOTH RUNNING OF SEWERAGE SYSTEM IN MODEL COLONY TOWN SEWERAGE DISTRICT KORANGI KW&SC**

(INTEGRITY PACT)

DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC. PAYABLE BY THE SUPPLIERS OF GOODS, SERVICES &WORKS INCONTRACTS WO Rill RS. 10.00 MILLION OR MORE

Contract No._____ Dated_____
Contract Value: _____
Contract Title: _____

(Name of Supplier / Contractor/ Consultant) 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 ((PA)) or any administrative department or agency thereof or any other entity owned or controlled by (PA) through any corrupt business practice.

Without limiting the generality of the foregoing, *(Name of Supplier / Contractor/ Consultant)* 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, inclosing its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from Procuring Agency (PA), except that which has been expressly declared pursuant hereto.

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

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

Name of Procuring Agency:..... Name of Contractor;_____

Signature: ..... Signature_____

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INSTRUCTIONS TO PROCURING AGENCIES

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INSTRUCTIONS TO PROCURING AGENCIES
(Not to be included in Bidding Documents)

A. Basis of Documents

These Documents have been prepared as a global document intended to be used by dif agencies/users according to their requirements. This document is envisaged for Na Competitive Bidding (NCB), meant for use for Works costing not more than Rs. 25 M These documents may be tailored according to the scope of works as well as in ca contracts on International Competitive Bidding (ICB) basis, funded by international fin institutions/donors, with payments in foreign currencies. Procuring agencies are then to the relevant clauses to suit their requirements including appropriate modifications relevant sections of the documents in the light of SPPRA Bidding Documents f Works.

The Procuring Agency is expected to manage the Contract itself. The role of Engineer m added by the Procuring Agency, if the Procuring Agency wishes to engage a consultan role of the Engineer with specific delegated powers under various clauses of Instructi Bidders such as clarifications of Bid Documents, Amendment of Bid Documents, eval of Bids etc. and to administer the Contract under various clauses of Conditions of C should have been specified. The Procuring Agency will be required to set out specifications and drawings the full scope of work including the extent of design to be by the Contractor, if any.

B. Contents of Documents

As stated in Clause IB.4 of Instructions to Bidders, the complete Bidding Docum addition to Invitation for Bids shall comprise items listed therein including any addend Bidding Documents issued in accordance with IB.6. The Standard Form of B Documents (for Small Contracts) includes the following:

1. Instructions to Bidders & Bidding Data
2. Form of Bid & Schedules to Bid
3. Conditions of Contract & Contract Data
4. Standard Forms
5. Specifications
6. Drawings, if any

In addition, Instructions to procuring agencies are also provided at various location document within parenthesis or as a Note(s). Procuring agencies are expected to finalise this document accordingly, by filling in all the relevant blank spaces and form the scope of the work, deleting all notes and instructions intended to help the bidders

The procuring agency is required to prepare the following for completion of the Documents:

(i) Invitation for Bids

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PROPOSED PROGRAMME OF WORKS

Bidder shall provide a programme in a bar-chart or Program Evaluation and Review Technique (PERT) or Critical Path Method (CPM) showing the sequence of work items by which he proposes to complete the works of the entire Contract. The programme should indicate the sequence of work items and the period of time during which he proposes to complete the works including the activities like designing, schedule of submittal of drawings, ordering and procurement of materials, manufacturing, delivering, construction of civil works, erection, testing and commissioning of works to be supplied under the Contract.

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METHOD OF PERFORMING WORKS

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

- The sequence and methods in which he proposes to carry out the Works, including the number of shifts per day and hours per shift, he expects to work.
- A list of all major items of construction and plant erection, tools and vehicles proposed to be used in delivering/carrying out the works at site.
- The procedure for installation of equipment and transportation of equipment and materials to the site.
- Organisation chart indicating head office & field office personnel involved in management, supervision and engineering of the Works to be done under the Contract.

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SCHEDULE F TO PPP

(INTEGRITY PACT)

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

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

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

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

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

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

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

.....
[Procuring Agency]

[Contractor]

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CONDITIONS OF CONTRACT

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INSTRUCTIONS TO BIDDERS

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

A. GENERAL

IB.1 Scope of Bid & Source of Funds

1.1 Scope of Bid

The Procuring Agency as defined in the Bidding Data (hereinafter called "the Procuring Agency") wishes to receive Bids for the Works summarized in the Bidding Data (hereinafter referred to as "the Works").

Bidders must quote for the complete scope of work. Any Bid covering partial scope of work will be rejected as non-responsive.

1.2 Source of Funds

The Procuring Agency has arranged funds from its own sources or *Federal/ Provincial /Donor agency or any other source,* which may be indicated accordingly in bidding data towards the cost of the project/scheme.

IB.2 Eligible Bidders

2.1 Bidding is open to all firms and persons meeting the following requirements:

a) duly licensed by the Pakistan Engineering Council (PEC) in the appropriate category for value of works.

Provided that the works costing Rs. 2.5 million or less shall not require any registration with PEC .

b) duly pre-qualified with the Procuring Agency. (*Where required*).

In the event that prequalification of potential bidders has been undertaken, only bids from prequalified bidders will be considered for award of Contract.

c) if prequalification has not undertaken , the procuring agency may ask information and documents not limited to following:-
   (i) company profile;
   (ii) works of similar nature and size for each performed in last 3/5 years;
   (iii) construction equipments;
   (iv) qualification and experience of technical personnel and key site management;

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(v) financial statement of last 3 years;
(vi) information regarding litigations and abandoned works if any.

IB.3 Cost of Bidding

3.1 The bidder shall bear all costs associated with the preparation and submission of its bid, 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 (SPP Rules 24 & 25).

B. BIDDING DOCUMENTS

IB.4 Contents of Bidding Documents

4.1 In addition to Invitation for Bids, the Bidding Documents are those stated below, and should be read in conjunction with any Addendum issued in accordance with Sub-Clause IB.6.1.

1. Instructions to Bidders & Bidding Data
2. Form of Bid, Qualification Information & Schedules to Bid
   Schedules to Bid comprise the following:
   (i) Schedule A: Schedule of Prices/ Bill of Quantities (BoQ).
   (ii) Schedule B: Specific Works Data
   (iii) Schedule C: Works to be Performed by Subcontractors
   (iv) Schedule D: Proposed Programme of Works
   (v) Schedule E: Method of Performing Works
   (vi) Schedule F: Integrity Pact (works costing Rs 10 million and above)
3. Conditions of Contract & Contract Data
4. Standard Forms:
   (i) Form of Bid Security.
   (ii) Form of Performance Security;
   (iii)Form of Contract Agreement;
   (iv) Form of Bank Guarantee for Advance Payment.
5. Specifications
6. Drawings, if any

IB.5 Clarification of Bidding Documents

5.1 A prospective bidder requiring any clarification(s) in respect of the Bidding Documents may notify the Engineer/Procuring Agency at the Engineer's/ Procuring Agency's address indicated in the Bidding Data.

5.2 An interested bidder, who has obtained bidding documents, may request for clarificati

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of contents of bidding documents in writing and procuring agency shall respond to such quarries in writing within three calendar days, provided they are received at least five calendar days prior to the date of opening of bid (SPP Rule 23-1).

IB.6 Amendment of Bidding Documents (SPP Rules 22(2) & 22).

6.1 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.

6.2 Any addendum thus issued shall be part of the Bidding Documents pursuant to Sub-Clause 6.1 hereof, and shall be communicated in writing to all purchasers of the Bidding Documents. Prospective bidders shall acknowledge receipt of each addendum in writing to the Procuring Agency.

6.3 To afford interested bidders reasonable time in which to take an addendum into account in preparing their Bids, the Procuring Agency may at its discretion extend the deadline for submission of Bids.

C. PREPARATION OF BIDS

IB.7 Language of Bid

7.1 All documents relating to the Bid shall be in the language specified in the Contract Data

IB.8 Documents Comprising the Bid

8.1 The Bid submitted by the bidder shall comprise the following:

(a) Offer /Covering Letter
(b) Form of Bid duly filled, signed and sealed, in accordance with IB.14.3.
(c) Schedules (A to F) to Bid duly filled and initialed, in accordance with the instructions contained therein & in accordance with IB.14.3.
(d) Bid Security furnished in accordance with IB.13.
(e) Power of Attorney in accordance with IB 14.5.
(f) Documentary evidence in accordance with IB.2(c) & IB.11
(g) Documentary evidence in accordance with IB.12.

IB.9 Sufficiency of Bid

9.1 Each bidder shall satisfy himself before Bidding as to the correctness and sufficiency of his Bid and of the premium on the rates of CSR / rates and prices quoted/entered in the Schedule of Prices, 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.

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9.2 The bidder is advised to obtain for himself at his own cost and responsibility all information that may be necessary for preparing the bid and entering into a Contract for execution of the Works.

IB.10 Bid Prices, Currency of Bid and Payment

10.1 The bidder shall fill up the Schedule of Prices (Schedule A to Bid) indicating the percentage above or below the Composite Schedule of Rates/unit rates and prices of the Works to be performed under the Contract. Prices in the Schedule of Prices/Bill of Quantities shall be quoted entirely in Pak Rupees keeping in view the instructions contained in the Preamble to Schedule of Prices.

10.2 Unless otherwise stipulated in the Conditions of Contract, prices quoted by the bidder shall remain fixed during the bidder's performance of the Contract and not subject to variation on any account.

10.3 The unit rates and prices in the Schedule of Prices or percentage above or below on the composite schedule of rates shall be quoted by the bidder in the currency as stipulated in Bidding Data.

10.4 Items for which no rate or price is entered by the Bidder will not be paid for by the Procuring Agency when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities.

IB.11 Documents Establishing Bidder's Eligibility and Qualifications

11.1 Pursuant to Clause IB.8, the bidder shall furnish, as part of its bid, documents establishing the bidder's eligibility to bid and its qualifications to perform the Contract if its bid is accepted.

11.2 Bidder must possess and provide evidence of its capability and the experience as stipulated in Bidding Data and the Qualification Criteria mentioned in the Bidding Documents.

IB.12 Documents Establishing Works' Conformity to Bidding Documents

12.1 The documentary evidence of the Works' conformity to the Bidding Documents may be in the form of literature, drawings and data and the bidder shall furnish documentation as set out in Bidding Data.

12.2 The bidder shall note that standards for workmanship, material and equipment, and references to brand names or catalogue numbers, if any, designated by the Procuring Agency in the Technical Provisions are intended to be descriptive only and not restrictive

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IB.13 Bid Security

13.1 Each bidder shall furnish, as part of his bid, at the option of the bidder, a Bid Security as percentage of bid price/estimated cost or in the amount stipulated in Bidding Data in Pak. Rupees in the form of *Deposit at Call/ Payee's Order or a Bank Guarantee* issued by a Scheduled Bank in Pakistan in favour of the Procuring Agency valid for a period up to twenty eight (28) days beyond the bid validity date (*Bid security should not be below 1% and not exceeding 5% of bid price/estimated cost SPP Rule 37*).

13.2 Any bid not accompanied by an acceptable Bid Security shall be rejected by the Procuring Agency as non-responsive.

13.3 The bid securities of unsuccessful bidders will be returned upon award of contract to the successful bidder or on the expiry of validity of Bid Security whichever is earlier.

13.4 The Bid Security of the successful bidder will be returned when the bidder has furnished the required Performance Security, and signed the Contract Agreement (SPP Rule 37).

13.5 The Bid Security may be forfeited:

(a) if a bidder withdraws his bid during the period of bid validity ; or
(b) if a bidder does not accept the correction of his Bid Price, pursuant to Sub-Clause 16.4 (b) hereof; or
(c) in the case of a successful bidder, if he fails within the specified time limit to

(i) furnish the required Performance Security or
(ii) sign the Contract Agreement.

IB.14 Validity of Bids, Format, Signing and Submission of Bid

14.1 Bids shall remain valid for the period stipulated in the Bidding Data after the date of bid opening.

14.2 In exceptional circumstances, Procuring Agency may request the bidders to extend the period of validity for a additional period but not exceeding 1/3 of the original period. The request and the bidders' responses shall be made in writing or by cable. A Bidder may refuse the request without forfeiting the Bid Security. A Bidder agreeing to the request will not be required or permitted to otherwise modify the Bid, but will be required to extend the validity of Bid Security for the period of the extension, and in compliance with IB.13 in all respects (SPP Rule 38).

14.3 All Schedules to Bid are to be properly completed and signed.

14.4 No alteration is to be made in the Form of Bid except in filling up the blanks as directed. If any alteration be made or if these instructions be not fully complied with, the bid may be rejected.

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14.5 Each bidder shall prepare Original and number of copies specified in the Bidding Data of the documents comprising the bid as described in IB.8 and clearly mark them "ORIGINAL" and "COPY" as appropriate. In the event of discrepancy between them, the original shall prevail.

14.6 The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign (in the case of copies. Photostats are also acceptable). This shall be indicated by submitting a written Power of Attorney authorising the signatory of the bidder to act for and on behalf of the bidder. All pages of the bid shall be initialed and official seal be affixed by the person or persons signing the bid.

14.7 The Bid shall be delivered in person or sent by registered mail at the address to Procuring Agency as given in Bidding Data.

D. SUBMISSION OF BID

IB.15 Deadline for Submission, Modification & Withdrawal of Bids

15.1 Bids must be received by the Procuring Agency at the address/provided in Bidding Data not later than the time and date stipulated therein.

15.2 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 and Contract Data; and
(c) provide a warning not to open before the specified time and date for Bid opening as defined in the Bidding Data.
(d) in addition to the identification required in 15.2, the inner envelopes shall indicate the name and address of the Bidder to enable the Bid to be returned unopened in case it is declared late.
(e) 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

15.3 Bids submitted through telegraph, telex, fax or e-mail shall not be considered.

15.4 Any bid received by the Procuring Agency after the deadline for submission prescribed in Bidding Data will be returned unopened to such bidder.

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

15.6 Withdrawal of a bid during the interval between the deadline for submission of bids and the expiration of the period of bid validity specified in the Form of Bid may result in forfeiture of the Bid Security pursuant to IB.13.5 (a).

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E. BID OPENING AND EVALUATION

IB.16 Bid Opening, Clarification and Evaluation (SPP Rules 41, 42 & 43)

16.1 The Procuring Agency will open the bids, in the presence of bidders' representatives who choose to attend, at the time, date and in the place specified in the Bidding Data.

16.2 The bidder's name, Bid Prices, any discount, the presence or absence of Bid Security, and such other details as the Procuring Agency at its discretion may consider appropriate, will be announced by the Procuring Agency at the bid opening. The Procuring Agency will record the minutes of the bid opening. Representatives of the bidders who choose to attend shall sign the attendance sheet.

Any Bid Price or discount which is not read out and recorded at bid opening will not be taken into account in the evaluation of bid.

16.3 To assist in the examination, evaluation and comparison of Bids the Engineer/Procuring Agency may, at its discretion, ask the bidder for a clarification of its Bid. The request for clarification and the response shall be in writing and no change in the price or substance of the Bid shall be sought, offered or permitted (SPP Rule 43).

16.4 (a) Prior to the detailed evaluation, pursuant to IB.16.7 to 16.9, the Engineer/Procuring Agency will determine the substantial responsiveness of each bid to the Bidding Documents. For purpose of these instructions, a substantially responsive bid is one which conforms to all the terms and conditions of the Bidding Documents without material deviations. It will include determining the requirements listed in Bidding Data.

(b) Arithmetical errors will be rectified on the following basis:

If there is a discrepancy between the unit price and total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between the words and figures the amount in words shall prevail. If there is a discrepancy between the Total Bid price entered in Form of Bid and the total shown in Schedule of Prices-Summary, the amount stated in the Form of Bid will be corrected by the Procuring Agency in accordance with the Corrected Schedule of Prices.

If the bidder does not accept the corrected amount of Bid, his Bid will be rejected and his Bid Security forfeited.

16.5 A Bid determined as substantially non-responsive will be rejected and will not subsequently be made responsive by the bidder by correction of the non-conformity.

16.6 Any minor informality or non-conformity or irregularity in a Bid which does not constitute a material deviation **(major deviation)** may be waived by Procuring Agency.

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provided such waiver does not prejudice or affect the relative ranking of any other bidders.

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

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

(B) Minor Deviations

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.

16.7 The Engineer/Procuring Agency will evaluate and compare only the bids previously determined to be substantially responsive pursuant to IB.16.4 to 16.6 as per requirement given hereunder. Bids will be evaluated for complete scope of works. The prices will be compared on the basis of the Evaluated Bid Price pursuant to IB.16.8 herein below.

Technical Evaluation: It will be examined in detail whether the works offered by the bidder complies with the Technical Provisions of the Bidding Documents. For this purpose, the bidder's data submitted with the bid in Schedule B to Bid ... compared with technical features/criteria of the works detailed in the Technical Provisions. Other technical information submitted with the bid regarding the Scope of Work will also be reviewed.

16.8 Evaluated Bid Price

In evaluating the bids, the Engineer/Procuring Agency will determine for each bid in addition to the Bid Price, the following factors (adjustments) in the manner and to the extent indicated below to determine the Evaluated Bid Price:

(i) making any correction for arithmetic errors pursuant to IB.16.4 hereof.

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

8. We understand that you are not bound to accept the lowest or any bid you may receive.

9. We do hereby declare that the Bid is made without any collusion, comparison of figures or arrangement with any other person or persons making a bid for the Works.

Dated this _____day of _____. 20

Signature _____

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

(Name of Bidder in Block Capitals)

(Seal)

Address

_____

_____

_____

Witness:

(Signature)_____

Name:_____

Address: _____

_____

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[SCHEDULES TO BID INCLUDE THE FOLLOWING:

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

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SCHEDULE – A TO BID

SCHEDULE OF PRICES

Sr. No.		Page No.
1.	Preamble to Schedule of Prices.....	24
2.	Schedule of Prices.....	26
	*(a) Summary of Bid Prices	
	* (b) Detailed Schedule of Prices /Bill of Quantities (BOQ)	

* *[To be prepared by the Engineer/Procuring Agency]*

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

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

4.5 (a) The bidder shall be deemed to have obtained all information as to and all requirements related thereto which may affect the bid price.

*(b) The Contractor shall be responsible to make complete arrangements for the transportation of the Plant to the Site

(Procuring Agency may modify as appropriate)

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

5. Bid Prices

5.1 Break-up of Bid Prices

The various elements of Bid Prices shall be quoted as detailed by the Procuring Agency in the format of Schedule of Prices.

The bidder shall recognize such elements of the costs which he expects to incur the performance of the Works and shall include all such costs in the rates and amounts entered in the Schedule of Prices.

5.2 Total Bid Price

The total of bid prices in the Schedule of Prices shall be entered in the Summary of Bid Prices.

6. Provisional Sums and Day work

6.1 Provisional Sums included and so designated in the Schedule of Prices, if any, shall be expended in whole or in part at the direction and discretion of the Engineer/Procuring Agency. The Contractor will only receive payment in respect of Provisional Sums, if he has been instructed by the Engineer/Procuring Agency to utilize such sums.

6.2 Day work rates in the contractor s bid are to be used for small additional amounts of work and only when the Engineer have given written instructions in advance for additional work to be paid for in that way.

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SCHEDULE OF PRICES – SUMMARY OF BID PRICES (Sample)

Bill No.	Description	Total Amount (Rs)
	(A) Building Work	
1.	Civil works	
2	Internal sanitary and water supply	
3	Electrification	
4	External Development works	
5	Miscellaneous Items	
	(B) Road Work.	
1.	Earthwork	
2.	Hard Crust and Surface Treatment	
3.	Culverts and Bridges	
4.	Miscellaneous Items	
	(C) Public Health Engineering Works.	
1.	Earthwork	
2.	Subsurface Drains	
3.	Pipe Laying and Man holes	
4.	Tube wells, Pump houses	
5.	Compound wall	
6.	Miscellaneous Items	
	Total Bid Price (The amount to be entered in Paragraph 1 of the Form of Bid) (In words).	

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(ii) Bidding Data
(iii) Schedules to Bid (Samples)
(iv) Schedule of Prices (Format)
(v) Contract Data
(vi) Specifications
(vii) Drawings, if any

The Procuring agency's attention is drawn to the following while finalizing the Bidding Documents.

C. Notice Inviting Tender/ Invitation for Bids/ Request for Expression of Interest

The "Notice Inviting Tender" is meant for publication of tenders for calling bids in the newspapers and SPPRA Website.

The blank spaces wherever shown are required to be filled by the Procuring Agency before issuance of Bidding Documents.

The Procuring Agency may modify para 1 of Notice Inviting Tender as per its requirement. The notice should be published so as to give the interested bidders sufficient working period for preparation and submission of bids – not less than 15 days for National Competitive Bidding and 45 days for International Competitive Bidding (SPP Rule 18).

1. The eligible bidders are defined in IB.2; the text can be amended by the Procuring Agency as deemed appropriate.,

2. The non-refundable fee for the sale of Bidding Documents should be nominal so as to cover printing/reproduction and mailing costs and to ensure that only bona-fide bidders shall apply (SPP Rule 20).

3. The amount of Bid Security should be a lump sum figure or a percentage, but not less than 1% and more than 5% of bid price and should be in accordance with IB.13 (SPP Rule 37).

4. If the venue of receipt of bids and the opening of bids is the same, the times for receipt and opening of bids are to be entered in last Para of the Notice Inviting Tender, otherwise indicate the name, address and exact location for the opening of bids. However the date for the receipt and the opening of bids shall be same (SPP Rule 41).

D. Instructions to Bidders

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

The Instructions to Bidders can be used as given. Procuring agency may have to make changes under Bidding Data.

The Procuring Agency's or Engineer's Representative, if any, shall exercise powers of the Engineer/Procuring Agency under and in connection with Clauses IB.5, IB.6, IB.16, etc.

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3. The sum insured for different insurances including minimum amount of third party insurance should be assessed by the Engineer/Procuring Agency and entered in Contract Data. Such insurance cover shall be carried out with Insurance Company having at least AA rating from PACRA / JCR in the favour of the procuring agency.

4. The time for completion of the whole of the works should be assessed by the Engineer/Procuring Agency and entered in the Contract Data.

5. The Conditions of Contract contain no overall limit on the Contractor's liability. The amount of **liquidated damages** per day of delay shall be entered by the Engineer/Procuring Agency in Contract Data. Usually the liquidated damages are set between **0.05 percent and 0.10 percent per day and the maximum limit as 10 percent of contract price stated in the Letter of Acceptance.**

6. Any amendment and/or additions to the Conditions of the Contract that are specific to a given Bid/Contract should be included by the Procuring agency. This may include but not be limited to the provisions regarding the following:

   a) Terms of Payment should be prepared and incorporated in Contract Data by the Engineer/Procuring Agency.

   b) The Engineer/Procuring Agency to make sure that all taxes and duties are included by the Bidders/Contractors in their prices.

I. Specifications

To be prepared and incorporated by the Engineer/Procuring Agency

J. Drawings

To be prepared and incorporated by the Engineer/Procuring Agency, if required.

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INVITATION FOR BIDS

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INVITATION FOR BIDS

Date: _____

Bid Reference No.: _____

1 The Procuring Agency, [*enter name of the procuring agency*], invites sealed bids from interested firms or persons licensed by the Pakistan Engineering Council in the *appropriate* category(*not required for works costing Rs 2.5 million or less) and/or duly* pre-qualified(*if pre-qualification is done for specific scheme/project)* with the Procuring Agency for the Works, _____[*enter title, type and financial volume of work*], which will be completed in _____ [*enter appropriate time period*] days.

2. A complete set of Bidding Documents may be purchased by an interested eligible bidder on submission of a written application to the office given below and upon payment of a non-refundable fee of Rupees _____(*Insert Amount).* Bidders may acquire the Bidding Documents from the Office of the Procuring Agency, at_____ (Mailing Address).

3. All bids must be accompanied by a Bid Security in the amount of Rs. ___ (Rupees _____) or_____ _____percentage of bid price in the form of (*pay order / demand draft / bank guarantee*) and must be delivered to_____(*Indicate Address and Exact Location*) at or before ____ hours, on _____ (Date). Bids will be opened at _____ hours on the same day in the presence of bidders' representatives who choose to attend, at the same address [*indicate the address if it differs*].

[Note: 1. *Procuring Agency to enter the requisite information in blank spaces.*
2. *The bid shall be opened within one hour after the deadline for submission of bids.]*

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CONDITIONS OF CONTRACT

1. GENERAL PROVISIONS

1.1 Definitions

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

The Contract

1.1.1 "Contract" means the Contract Agreement and the other documents listed in the Contract Data.

1.1.2 "Specifications" means the document as listed in the Contract Data, including Procuring Agency's requirements in respect of design to be carried out by the Contractor (if any), and any Variation to such document.

1.1.3 "Drawings" means the Procuring Agency's drawings of the Works as listed in the Contract Data, and any Variation to such drawings.

Persons

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

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

1.1.6 "Party" means either the Procuring Agency or the Contractor.

Dates, Times and Periods

1.1.7 "Commencement Date" means the date fourteen (14) days after the date the Contract comes into effect or any other date named in the Contract Data.

1.1.8 "Day" means a calendar day

1.1.9 "Time for Completion" means the time for completing the Works as stated in the Contract Data (or as extended under Sub-Clause 7.3), calculated from the Commencement Date.

Money and Payments

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

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does not include any allowance for profit.

Other Definitions

1.1.11 "Contractor's Equipment" means all machinery, apparatus and other thing required for the execution of the Works but does not include Materials or intended to form part of the Works.

1.1.12 "Country" means the Islamic Republic of Pakistan.

1.1.13 "Procuring Agency's Risks" means those matters listed in Sub-Clause 6.1.

1.1.14 "Force Majeure" means an event or circumstance which makes performance of a Party's obligations illegal or impracticable and which is beyond that Party's reasonable control.

1.1.15 'Materials" means things of all kinds (other than Plant) to be supplied and incorporated in the Works by the Contractor.

1.1.16 "Plant" means the machinery and apparatus intended to form or forming part of the Works

1.1.17 "Site" means the places provided by the Procuring Agency where the Works are to be executed, and any other places specified in the Contract as forming part of the Site.

1.1.18 "Variation" means a change which is instructed by the Engineer/Procuring Agency under Sub-Clause 10.1.

1.1.19 'Works" means any or all the works whether Supply, Installation, Construction etc. and design (if any) to be performed by the Contractor including temporary works and any variation thereof.

1.1.20 "Engineer" means the person notified by the Procuring Agency to act as Engineer for the purpose of the Contract and named as such in Contract Data.

1.2 **Interpretation**

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

1.3 **Priority of Documents**

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

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1.4 **Law**

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

1.5 **Communications**

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

1.6 **Statutory Obligations**

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

2. THE PROCURING AGENCY

2.1 **Provision of Site**

The Procuring Agency shall provide the Site and right of access thereto at the times stated in the Contract Data.
Site Investigation Reports are those that were included in the bidding documents and are factual and interpretative reports about the surface and subsurface conditions at the Site.

2.2 **Permits etc.**

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

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

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

2.4 **Approvals**

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

3. ENGINEER'S/PROCURING AGENCY'S REPRESENTATIVES

3.1 **Authorised Person**

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

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

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

4. THE CONTRACTOR

4.1 General Obligations

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

4.2 Contractor's Representative

The Contractor shall appoint a representative at site on full time basis to supervise the execution of work and to receive instructions on behalf of the Contractor but only after obtaining the consent of the Procuring Agency for such appointment which consent shall not be withheld without plausible reason(s) by the Procuring Agency. Such authorized representative may be substituted/ replaced by the Contractor at any time during the Contract Period but only after obtaining the consent of the Procuring Agency as aforesaid.

4.3 Subcontracting

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

4.4 Performance Security

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

5. DESIGN BY CONTRACTOR

5.1 Contractor's Design

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

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

5.2 **Responsibility for Design**

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

6. PROCURING AGENCY'S RISKS

6.1 **The Procuring Agency's Risks**

The Procuring Agency's Risks are:-

a) war, hostilities (whether war be declared or not), invasion, act of foreign enemies, within the Country;

b) rebellion, terrorism, revolution, insurrection, military or usurped power, or civil war, within the Country;

c) riot, commotion or disorder by persons other than the Contractor's personnel and other employees including the personnel and employees of Sub-Contractors, affecting the Site and/or the Works;

d) ionising radiations, or contamination by radio-activity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radio-active toxic explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component of such an assembly, except to the extent to which the Contractor/Sub-Contractors may be responsible for the use of any radio-active material;

e) Pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds;

f) use or occupation by the Procuring Agency of any part of the Works, except as may be specified in the Contract;

g) late handing over of sites, anomalies in drawings, late delivery of designs and drawings of any part of the Works by the Procuring Agency's personnel or by others for whom the Procuring Agency is responsible;

h) a suspension under Sub-Clause 2.3 unless it is attributable to the Contractor's failure; and

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

7. TIME FOR COMPLETION

7.1 Execution of the Works

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

7.2 Programme

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

7.3 Extension of Time

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

7.4 Late Completion

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

8. TAKING-OVER

8.1 Completion

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

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8.2 **Taking-Over Notice**

Within fourteen (14) days of the receipt of the said notice of completion from the Contractor the Procuring Agency/Engineer shall either takeover the completed works and issue a Certificate of Completion to that effect or shall notify the Contractor his reasons for not taking-over the works. While issuing the Certificate of Completion as aforesaid, the Procuring Agency/Engineer may identify any outstanding items of work which the Contractor shall undertake during the Maintenances Period.

9. REMEDYING DEFECTS

9.1 Remedying Defects

The Contractor shall for a period stated in the Contract Data from the date of issue of the Certificate of Completion carry out, at no cost to the Procuring Agency repair and rectification work which is necessitated by the earlier execution of poor quality of work or use of below specifications material in the execution of Works and which is so identified by the Procuring Agency/Engineer in writing within the said period. Upon expiry of the said period, and subject to the Contractor's faithfully performing his aforesaid obligations, the Procuring Agency/Engineer shall issue a Maintenance Certificate whereupon all obligations of the Contractor under this Contract shall come to an end.

Failure to remedy any such defects or complete outstanding work within a reasonable time shall entitle the Procuring Agency to carry out all necessary works at the Contractor's cost. However, the cost of remedying defects not attributable to the Contractor shall be valued as a Variation.

9.2 Uncovering and Testing

The Engineer/Procuring Agency may give instruction as to the uncovering and/or testing of any work. Unless as a result of an uncovering and/or testing it is established that the Contractor's design, materials, plant or workmanship are not in accordance with the Contract, the Contractor shall be paid for such uncovering and/or testing as a Variation in accordance with Sub-Clause 10.2.

10. VARIATIONS AND CLAIMS

10.1 Right to Vary

The Procuring Agency/Engineer may issue Variation Order(s) in writing. Where for any reason it has not been possible for the Procuring Agency/Engineer to issue such Variations Order(s), the Contractor may confirm any verbal orders given by the Procuring Agency/Engineer in writing and if the same are not refuted/denied by the Procuring Agency/Engineer within ten (10) days of the receipt of such confirmation the same shall be deemed to be a Variation Orders for the purposes of this Sub-Clause.

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10.2 **Valuation of Variations**

Variations shall be valued as follows:

a) at a lump sum price agreed between the Parties, or

b) where appropriate, at rates in the Contract, or

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

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

e) if the Engineer/Procuring Agency so instructs, at day work rates set out in the Contract Data for which the Contractor shall keep records of hours of labour and Contractor's Equipment, and of Materials, used.

10.3 **Changes in the Quantities.**

a) If the final quantity of the work done differs from the quantity in the Bill of Quantities for the particular item by more than 25 percent, provided the change exceeds 1 percent of the Initial Contract Price, the Procuring Agency/Engineer shall adjust the rate to allow for the change and will be valued as per sub clause 10.2.

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

c) If requested by the Engineer, the contractor shall provide the Engineer with a detailed cost breakdown of any rate in the Bill of Quantities.

10.4 **Early Warning**

The Contractor shall notify the Engineer/Procuring Agency in writing as soon as he is aware of any circumstance which may delay or disrupt the Works, or which may give rise to a claim for additional payment.

To the extent of the Contractor's failure to notify, which results to the Engineer/Procuring Agency being unable to keep all relevant records or not taking steps to minimise any delay, disruption, or Cost, or the value of any Variation, the Contractor's entitlement to extension of the Time for Completion or additional payment shall be reduced/rejected.

10.5 **Valuation of Claims**

If the Contractor incurs Cost as a result of any of the Procuring Agency's Risks, the Contractor shall be entitled to the amount of such Cost. If as a result of any

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Procuring Agency's Risk, it is necessary to change the Works, this shall be dealt with as a Variation subject to Contractor's notification for intention of claim to the Engineer/Procuring Agency within fourteen (14) days of the occurrence of cause.

10.6 **Variation and Claim Procedure**

The Contractor shall submit to the Engineer/Procuring Agency an itemised detailed breakdown of the value of variations and claims within twenty eight (28) days of the instruction or of the event giving rise to the claim. The Engineer/Procuring Agency shall check and if possible agree the value. In the absence of agreement, the Procuring Agency shall determine the value.

11. CONTRACT PRICE AND PAYMENT

11.1 (a) **Terms of Payments**

The amount due to the Contractor under any Interim Payment Certificate issued by the Engineer pursuant to this Clause, or to any other terms of the Contract, shall , subject to Clause 11.3, be paid by the Procuring Agency to the Contractor within 30 days after such Interim Payment Certificate has been jointly verified by Procuring Agency and Contractor, or, in the case of the Final Certificate referred to in Sub Clause 11.5, within 60days after such Final Payment Certificate has been jointly verified by Procuring Agency and Contractor;

Provided that the Interim Payment shall be caused in thirty (30) days and Final Payment in 60 days in case of foreign funded project. In the event of the failure of the Procuring Agency to make payment within 90 days then Procuring Agency shall pay to the Contractor compensation at the 28 days rate of KIBOR+2% per annum in local currency and LIBOR+1% for foreign currency, upon all sums unpaid from the date by which the same should have been paid.

(b) **Valuation of the Works**

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

11.2 **Monthly Statements**

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

a) the value of the Works executed less to the cumulative amount paid previously; and

b) value of secured advance on the materials and valuation of variations (if any).

The Contractor shall submit each month to the Engineer/Procuring Agency a statement showing the amounts to which he considers himself entitled.

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11.3 **Interim Payments**

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

11.4 **Retention**

Retention money shall be paid by the Procuring Agency to the Contractor within fourteen (14) days after either the expiry of the period stated in the Contract Data, or the remedying of notified defects, or the completion of outstanding work, all as referred to in Sub-Clause 9.1, whichever is the later.

11.5 **Final Payment**

Within twenty one (21) days from the date of issuance of the Maintenance Certificate the Contractor shall submit a final account to the Engineer to verify and the Engineer shall verify the same within fourteen (14) days from the date of submission and forward the same to the Procuring Agency together with any documentation reasonably required to enable the Procuring Agency to ascertain the final contract value.

Within sixty (60) days from the date of receipt of the verified final account from the Engineer, the Procuring Agency shall pay to the Contractor any amount due to the Contractor. While making such payment the Procuring Agency may, for reasons to be given to the Contractor in writing, withhold any part or parts of the verified amount.

11.6 **Currency**

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

12. DEFAULT

12.1 **Defaults by Contractor**

If the Contractor abandons the Works, refuses or fails to comply with a valid instruction of the Engineer/Procuring Agency or fails to proceed expeditiously and without delay, or is, despite a written complaint, in breach of the Contract, the Procuring Agency may give notice referring to this Sub-Clause and stating the default.

If the Contractor has not taken all practicable steps to remedy the default within fourteen (14) days after receipt of the Procuring Agency's notice, the Procuring Agency may by a second notice given within a further twenty one (21) days, terminate the Contract. The Contractor shall then demobilize from the Site leaving behind any Contractor's Equipment which the Procuring Agency instructs in the second notice, to be used for the completion of the Works at the risk and cost of the Contractor.

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12.2 **Defaults by Procuring Agency**

If the Procuring Agency fails to pay in accordance with the Contract, or is, despite a written complaint, in breach of the Contract, the Contractor may give notice referring to this Sub-Clause and stating the default. If the default is not remedied within fourteen (14) days after the Procuring Agency's receipt of this notice, the Contractor may suspend the execution of all or parts of the Works.

If the default is not remedied within twenty eight (28) days after the Procuring Agency's receipt of the Contractor's notice, the Contractor may by a second notice given within a further twenty one (21) days, terminate the Contract. The Contractor shall then demobilise from the Site.

12.3 **Insolvency**

If a Party is declared insolvent under any applicable law, the other Party may by notice terminate the Contract immediately. The Contractor shall then demobilise from the site leaving behind, in the case of the Contractor's insolvency, any Contractor's Equipment which the Procuring Agency instructs in the notice is to be used for the completion of the Works.

12.4 **Payment upon Termination**

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

a) any sums to which the Contractor is entitled under Sub-Clause 10.4.

b) any sums to which the Procuring Agency is entitled,

c) if the Procuring Agency has terminated under Sub-Clause 12.1 or 12.3, the Procuring Agency shall be entitled to a sum equivalent to twenty percent (20%) of the value of parts of the Works not executed at the date of the termination, and

d) if the Contractor has terminated under Sub-Clause 12.2 or 12.3, the Contractor shall be entitled to the cost of his demobilisation together with a sum equivalent to ten percent (10%) of the value of parts of the works not executed at the date of termination.

The net balance due shall be paid or repaid within twenty eight (28) days of the notice of termination.

13. RISKS AND RESPONSIBILITIES

13.1 **Contractor's Care of the Works**

Subject to Sub-Clause 9.1, the Contractor shall take full responsibility for the care

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of the Works from the Commencement Date until the date of the Procuring Agency's/Engineer's issuance of Certificate of Completion under Sub-Clause 8.2. Responsibility shall then pass to the Procuring Agency. If any loss or damage happens to the Works during the above period, the Contractor shall rectify such loss or damage so that the Works conform with the Contract.

Unless the loss or damage happens as a result of any of the Procuring Agency's Risks, the Contractor shall indemnify the Procuring Agency, or his agents against all claims loss, damage and expense arising out of the Works.

13.2 **Force Majeure**

If Force Majeure occurs, the Contractor shall notify the Engineer/Procuring Agency immediately. If necessary, the Contractor may suspend the execution of the Works and, to the extent agreed with the Procuring Agency demobilize the Contractor's Equipment.

If the event continues for a period of eighty four (84) days, either Party may then give notice of termination which shall take effect twenty eight (28) days after the giving of the notice.

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

a) any sums to which the Contractor is entitled under Sub-Clause 10.4.

b) the cost of his demobilization, and

c) less any sums to which the Procuring Agency is entitled.

The net balance due shall be paid or repaid within thirty five (35) days of the notice of termination.

14. INSURANCE

14.1 **Arrangements**

The Contractor shall, prior to commencing the Works, effect insurances of the types, in the amounts and naming as insured the persons stipulated in the Contract Data except for items (a) to (e) and (i) of the Procuring Agency's Risks under Sub-Clause 6.1. The policies shall be issued by insurers and in terms approved by the Procuring Agency. The Contractor shall provide the Engineer/Procuring Agency with evidence that any required policy is in force and that the premiums have been paid.

14.2 **Default**

If the Contractor fails to effect or keep in force any of the insurances referred to in the previous Sub-Clause, or fails to provide satisfactory evidence, policies or receipts, the Procuring Agency may, without prejudice to any other right or

remedy, effect insurance for the cover relevant to such as a default and pay the premiums due and recover the same plus a sum in percentage given in Contract Data from any other amounts due to the Contractor.

15. RESOLUTION OF DISPUTES

15.1 Engineer's Decision

If a dispute of any kind whatsoever arises between the Procuring Agency and the Contractor in connection with the works, the matter in dispute shall, in the first place, be referred in writing to the Engineer, with a copy to the other party. Such reference shall state that it is made pursuant to this Clause. No later than the twenty eight (28) days after the day on which he received such reference, the Engineer shall give notice of his decision to the Procuring Agency (Superintending Engineer) and the Contractor.

Unless the Contract has already been repudiated or terminated, the Contractor shall, in every case, continue to proceed with the work with all due diligence and the Contractor and the Procuring Agency (Superintending Engineer)shall give effect forthwith to every such decision of the Engineer unless and until the same shall be revised, as hereinafter provided in an arbitral award.

15.2 Notice of Dissatisfaction

If a Party is dissatisfied with the decision of the Engineer of consultant or if no decision is given within the time set out in Sub-Clause 15.1 here above, the Party may give notice of dissatisfaction referring to this Sub-Clause within fourteen (14) days of receipt of the decision or the expiry of the time for the decision. If no notice of dissatisfaction is given within the specified time, the decision shall be final and binding on the Parties. If notice of dissatisfaction is given within the specified time, the decision shall be binding on the Parties who shall give effect to it without delay unless and until the decision of the Engineer is revised by an arbitrator.

If a contractor is dissatisfied with the decision of the Engineer of the department or decision is not given in time then he can approach Superintending Engineer within 14 days, in case of dissatisfaction with decision of Superintending Engineer or not decided within 28 days, then arbitration process would be adopted as per clause 15.3.

15.3 Arbitration

A dispute which has been the subject of a notice of dissatisfaction shall be finally settled as per provisions of Arbitration Act 1940 (Act No. X of 1940) and Rules made there under and any statutory modifications thereto. Any hearing shall be held at the place specified in the Contract Data and in the language referred to in Sub-Clause 1.5.

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16 INTEGRITY PACT

16.1 If the Contractor or any of his Sub-Contractors, agents or servants is found to have violated or involved in violation of the Integrity Pact signed by the Contractor as Schedule-F to his Bid, then the Procuring Agency shall be entitled to:

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

On termination of the Contract under Sub-Para (b) of this Sub-Clause, the Contractor shall demobilize from the site leaving behind Contractor's Equipment which the Procuring Agency instructs, in the termination notice, to be used for the completion of the works at the risk and cost of the Contractor. Payment upon such termination shall be made under Sub-Clause 12.4, in accordance with Sub-Para (e) thereof, after having deducted the amounts due to the Procuring Agency under Sub-Para (a) and (c) of this Sub-Clause.

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

(viii) Detailed account of advances must be kept in part II of running account bill; 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 definitely not for full quantities of materials for the entire work/contract

(b) Recovery of Secured Advance:

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

(ii) As recoveries are made the outstanding accounts of the items concerned in Part II should be reduced b making deduction entries in the column; "deduct quantity utilized in work measured since previous bill," equivalent to the quantities of materials used by the contractor on items of work shown as executed in part I of the bill.

(c) Interim payments: The Contractor shall submit to the Engineer monthly statements of the estimated value of the work completed less the cumulative amount certified previously.

(i) The value of work completed comprises the value of the quantities of the items in the Bill of Quantities completed.

(ii) value of secured advance on the materials and valuation of variations (if any).

(iii) Engineer may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.

(v) Retention money and other advances are to be recovered from the bill submitted by contractor.

11.2 *(a) **Valuation of the Works:**

i) Lump sum price_____(details), or

ii) Lump sum price with schedules of rates _____ (details), or

iii) Lump sum price with bill of quantities_____(details), or

iv) Re-measurement with estimated/bid quantities in the Schedule Prices or on premium above or below quoted on the rates mentioned in CSR _____(details), or/and

v) Cost reimbursable_____(details)

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STANDARD FORMS

(Note: Standard Forms provided in this document for securities are to be issued by a bank. In case the bidder chooses to issue a bond for accompanying his bid or performance of contract or receipt of advance, the relevant format shall be tailored accordingly without changing the spirit of the Forms of securities).

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FORM OF BID SECURITY
(Bank Guarantee)

Guarantee No._____
Executed on _____

(Letter by the Guarantor to the Procuring Agency)

Name of Guarantor (Scheduled Bank in Pakistan) with address:_____
Name of Principal (Bidder) with address:_____
_____
Sum of Security (express in words and figures):_____
_____
Bid Reference No._____ Date of Bid _____

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

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the accompanying Bid numbered and dated as above for _____ (Particulars of Bid) to the said Procuring Agency; and

WHEREAS, the Procuring Agency has required as a condition for considering the said Bid that the Principal furnishes a Bid Security in the above said sum to the Procuring Agency conditioned as under:

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

(a) the Principal withdraws his Bid during the period of validity of Bid, or

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

(c) failure of the successful bidder to

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

(ii) sign the proposed Contract Agreement, in accordance with Sub-Clauses IB-20.2 & 20.3 of Instructions to Bidders,

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the entire sum be paid immediately to the said Procuring Agency for delayed completion and not as penalty for the successful bidder's failure to perform.

NOW THEREFORE, if the successful bidder shall, within the period specified therefore, on the prescribed form presented to him for signature enter into a formal Contract Agreement with the said Procuring Agency in accordance with his Bid as accepted and furnish within fourteen (14) days of receipt of Letter of Acceptance, a Performance Security with good and sufficient surety , as may be required, upon the form prescribed by the said Procuring Agency for the faithful performance and proper fulfilment of the said Contract or in the event of non-withdrawal of the said Bid within the time specified then this obligation shall be void and of no effect, but otherwise to remain in full force and effect.

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

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

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

_____
Guarantor (Bank)

Witness:

1. _____

_____
Corporate Secretary (Seal)

2. _____

_____
(Name, Title & Address)

1. Signature _____

2. Name _____

3. Title _____

Corporate Guarantor (Seal)

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FORM OF PERFORMANCE SECURITY
(Bank Guarantee)

Guarantee No._____
Executed on _____
Expiry Date

(Letter by the Guarantor to the Procuring Agency)

Name of Guarantor (Scheduled Bank in Pakistan) with

address: _____

Name of Principal (Contractor) with
address:_____

_____

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

_____

Letter of Acceptance No._____ Dated _____

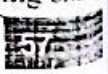
KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Bidding Documents and above said Letter of Acceptance (hereinafter called the Documents) and at the request of the said Principal we, the Guarantor above named, are held and firmly bound unto the _____ (hereinafter called the Procuring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

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

_____ (Name of Project).

NOW THEREFORE, if the Principal (Contractor) shall well and truly perform and fulfill all the undertakings, covenants, terms and conditions of the said Documents during the original terms of the said Documents and any extensions thereof that may be granted by the Procuring Agency, with or without notice to the Guarantor, which notice is, hereby, waived and shall also well and truly perform and fulfill all the undertakings, covenants terms and conditions of the Contract and of any and all modifications of the said Documents that may hereafter be made, notice of which modifications to the Guarantor being hereby waived, then, this obligation to be void; otherwise to remain in full force and virtue till all requirements of Clause 9, Remedying Defects, of Conditions of Contract are fulfilled.

Our total liability under this Guarantee is limited to the sum stated above and it is a condition of any liability attaching to us under this Guarantee that the claim for payment in writing shall



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be received by us within the validity period of this Guarantee, failing which we shall be discharged of our liability, if any, under this Guarantee.

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

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

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

_____
Guarantor (Bank)

Witness:

1. _____

_____
Corporate Secretary (Seal)

2. _____

_____
(Name, Title & Address)

1. Signature _____

2. Name _____

3. Title _____

_____
Corporate Guarantor (Seal)

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FORM OF CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT (hereinafter called the "Agreement") made on the _____ day of _____ 200 _____ between _____ (hereinafter called the "Procuring Agency") of the one part and _____ (hereinafter called the "Contractor") of the other part.

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

NOW this Agreement witnesseth as follows:

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 Letter of Acceptance;
   (b) The completed Form of Bid along with Schedules to Bid;
   (c) Conditions of Contract & Contract Data;
   (d) The priced Schedule of Prices/Bill of quantities (BoQ);
   (e) The Specifications; and
   (f) The Drawings

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 within the provisions of the Contract.

4. The Procuring Agency hereby covenants to pay the Contractor, in consideration of the execution and completion of the Works as per provisions of the Contract, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

Signature of the Contactor	Signature of the Procuring Agency
(Seal)	(Seal)

Signed, Sealed and Delivered in the presence of:

Witness:	Witness:
(Name, Title and Address)	(Name, Title and Address)

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INDENTURE FOR SECURED ADVANCES.

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

This INDENTURE made the .... day of ..... ----- ..... ----------.....-197--"- BETWEEN (hereinafter called "the Contractor" which expression shall where the context so admits or implied be deemed to include his heirs, executors, administrators and assigns) of the one part and THE GOVERNOR OF SINDH (hereinafter called "the Government" of the other part).

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

(Here enter (the description of the works).

AND WHEREAS the contractor has applied to the .... —..... ----- for an advance to him of Rupees ---------- (Rs. .....) on the security of materials absolutely belonging to him and brought by him to the site of the said works the subject of the said agreement for use in the construction of such of the said works as he has undertaken to execute at rates fixed for the finished work (inclusive of the cost of materials and labour and other charge) AND WHEREAS the Government has agreed to advance to the Contractor the sum of Rupees. (Rs. .....) on the security of materials the quantities and other particulars of which are detailed in Part II of Running Account Bill (E). the said works signed by the contractor Fin R.Form.17.A on---------- .....— and on such covenants and conditions as are hereinafter contained and the Government has reserved to itself the option of making any further advance advances on the security of other materials brought by the Contractor to the site of the said works.

NOW THIS INDENTURE WTTNESSETH that in pursuance of the said agreement and in consideration of the sum of Rupees.....---------- .....-.....— ..... (Rs. ------..... -----) on or before the execution of these presents paid to the Contractor by the Government (the receipt whereof the Contractor doth hereby acknowledge) and of such further advances (if any) as may be made to him as aforesaid (all of which advances are hereinafter collectively referred to as the said amount) the Contractor doth hereby assign unto the Government the said materials by way of security for the said amount

And doth hereby covenant and agree with the Government and declare as follow :-

(1) That the said sum of Rupees .....-..... ----------..... ---------- (Rs. ----------) so advanced by the Government to the Contractor as aforesaid and all or any further sum or sums which may be advanced aforesaid shall be employed by the contractor in or towards expending the execution of the said works and for no other purpose whatsoever.

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(2) That the materials detailed in the said Running Account Bill (B) which have been
Fin R Form No. 17-A
offered to and accepted by (he Government as security for the said amount are absolutely the Contractors own property free from encumbrances of any kind and the Contractor will not make any application for or receive a further advance on the security of materials which are not absolutely his own property and free from encumbrances of any kind and the contractor hereby agrees, at all times, to indemnify and save harmless the Government against all claims whatsoever to any materials in respect of which an advance has been made to him as aforesaid.

(3) That the said materials detailed in the said Running Account Bill (B) and all other
Fin. R. Form No. 17-A
Materials on the security of which any further advance or advances may hereafter be made as aforesaid (hereinafter called the said materials) shall be used by the Contractor solely in the execution of the said works in accordance with the directions of the Divisional Officer----------(hereinafter called the Divisional Officer) and in the terms of the said agreement.

(4) That the Contractor shall make at his own cost all necessary and adequate arrangement for the proper watch, safe custody and protection against all risks of the said material and that until used in construction as aforesaid the said materials shall remain at the site of the said works in the Contractor's custody and at his own risk and on his own responsibility and shall at all times be open to inspection by (he Divisional Officer or any officer authorized by him. In the event of the said materials of any part (hereof being stolen, destroyed or damaged or becoming deteriorated in a grater degree than is due to reasonable use and wear thereof Contractor will forthwith replace the same with other materials of like qualify or repair and make good the same as required by the Divisional Officer and the materials so brought to replace the said materials so repaired and made good shall also be considered as security for the said amount.

(5) 'Hurt the said materials shall not on any account be removed from the site of the said works except with the written permission of the Divisional Officer or an officer authorized by him in that behalf

(6) That the said amount shall be payable in full when or before the Contractor receives payment, from the Government of the price payable to him for the said works under the terms and provisions of the said agreement PROVIDED THAT if any intermediate payments are made to the contractor on account of work done then on the occasion of each such payment the Government will be at liberty to make a recovery from the Contractors Bill for such payment by deducting there from in the value of the said materials (hen actually used in the construction and in respect of which recovery has not been made previously the value for this purpose being determined in respect of each description of material at (he rates at which the amount of the advances made under these presents were calculated.

(7) That if the Contractor shall at any time make any default in the performance or observation in any respect of any of the terms and provisions of the said agreement or of these presents the total amount of the advance or advances that may still be owing to the Government shall immediately on the happening of such default be repayable by the Contractor to the Government together with interest thereon at twelve

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percent per annum from the date or respective dates of such advance or advances to the date or repayment and with all costs, charges, damages and expenses incurred by the Government in or for the recovery thereof or the enforcement of this security or otherwise by reason of (he default of the Contractor and any moneys so becoming due and payable shall constitute a debt due from the Contractor to the Government and the Contractor hereby covenants and agrees with the Government to repay and the same respectively to it accordingly.

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

Once therewith the Government may at any time thereafter adopt all or any of following courses as it may deem best ;-

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

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

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

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

(10) That in the event of any conflict between the provisions of these presents and the said agreement the provisions of these presents shall prevail and in the event of any dispute or difference arising over the construction or effect of these presents the settlement of which has not been hereinbefore expressly provided for the same shall be referred to the Superintending Engineer..... Circle whose..... decision shall be final and the provisions of the Indian Arbitration Act for the time being in force so far as they are applicable shall apply to any such reference.

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In witnesses whereof the* ---------- on behalf of the Governor of Sindh and the said ---------- have hereunto set their respective hands and seals the day and first above written.

Signed, sealed and delivered by* In the presence of

Seal

1st witness 2nd witness

Signed, sealed and delivered by* In the presence of

Seal

1st Witness 2nd witness

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SPECIFICATIONS

[Note for Preparing the Specifications]

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

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

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

Sample Clause: Equivalency of Standards and Codes

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

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lause –18: Financial Assistance /Advance Payment.

ı) Mobilization advance is not allowed.

;) Secured Advance against materials brought at site.

(i) Secured Advance may be permitted only against imperishable materials/quantities anticipated to be consumed/utilized on the work within a period of three months from the date of issue of secured advance and definitely not for full quantities of materials for the entire work/contract. The sum payable for such materials on site shall not exceed 75% of the market price of materials;

(ii) Recovery of Secured Advance paid to the contractor under the above provisions shall be affected from the monthly payments on actual consumption basis, but not later than period more than three months (even if unutilized).

ıuse –19: Recovery as arrears of Land Revenue. Any sum due to the Government the contractor shall be liable for recovery as arrears of Land Revenue.

ıuse –20: Refund of Security Deposit/Retention Money. On completion of the ɔle of the works (a work should be considered as complete for the purpose of refund :ecurity deposit to a contractor from the last date on which its final measurements are cked by a competent authority, if such check is necessary otherwise from the last date 'ecording the final measurements), the defects notice period has also passed and the ;ineer has certified that all defects notified to the contractor before the end of this od have been corrected, the security deposit lodged by a contractor (in cash or ıvered in installments from his bills) shall be refunded to him after the expiry of three ıths from the date on which the work is completed.

Divisional Accountant

ractor

Executive Engineer/Procuring Agency

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Work No. 08

STANDARD BIDDING DOCUMENTS

PROCURMENT OF WORKS
(THROUGH WEB SITE)

UNDER WEBSITE CLAUSE-17 (i) OF SPPRA-2010 (AMENDED-2021)

NAME OF WORK

ANNUAL REPLACEMENT OF UN-SERVICEABLE WATER LINE CAUSING CONTAMINATION AND BLOCKAGES IN DIFFERENT AREA'S OF LYARI TOWN (WATER), DISTRICT (SOUTH-A), KW&SC.

(OFFICE ADDRESS)

EXECUTIVE ENGINEER (WATER)

LYARI TOWN, DISTRICT (SOUTH-A), KW&SC

JAMILA PUMPING STATION, NEARGHAS MANDI LYARI, KARACHI

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BIDDING DATA

(This section to be filled in by the Engineer / Procuring Agency before issuance of the Bidding Document).

01	Name of Procuring Agency:	**K. W & S. C**
02	Brief Description of Work:	**ANNUAL REPLACEMENT OF UN-SERVICEABLE WATER LINE CAUSING CONTAMINATION AND BLOCKAGES IN DIFFERENT AREA'S OF LYARI TOWN (WATER), DISTRICT (SOUTH-A), KW&SC.**
03	Procuring Agency's Address:	EXECUTIVE ENGINEER (WATER) LYARI TOWN, DISTRICT (SOUTH-A), KW&SC.
04	Estimated Cost:	**RS. 83,12,891.00**
05	Amount of Bid Security:	**Rs. 1,70,000 of Estimated Cost**
06	Period of Bid Validity (Days):-	**90 DAYS** (Not more than ninety days)
07	**Security Deposit:** (including Bid Security):	**5%** (**10%** including **Rs. 1,70,000/=** of Bid Security not exceeding **10%**) .
08	**Performance Security:-** Percentage, if any, to be deducted from bills.	**5%** (**10%** S/Deposit, **8%** Income Tax, **1.5%** Water Charges, **5%** SST –(as per policy of KW&SC)
09	Deadline for Submission of Bids on **"EPADS"** portal along with time:-	**29-12-2025 AT02:00 PM** (Palace of submission at the below address).
10	Venue, Time, and Date of Bid Opening:-	Office of the Accounts Officer (Sewerage) / Secretary Repair & Maintenance Works KW&SC, Room No. 12-A, First Floor Block- "C", 9th Mile, Karsaz, Shahrah-e-Faisal Karachi in the presence of Tenderer or their authorized representative on the dated & time **29-12-2025 AT02:30 PM**).
11.	Time for Completion from written order of commence:-	(----------**180**----------Days).
12.	Liquidity damages:-	**0.5%** (0.05% of Estimated cost or sanctioned cost per day of delay, but not exceeding **10%**).

EXECUTIVE ENGINEER (WATER)
LYARI TOWN, DISTRICT (SOUTH-A)

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		PAGE.....03.				
11		P/F MS Split Collar Tee on PRCC pipe of different sizes having width as mentioned against each item to suit pipe the size of connection fabricate with 3/8" thick MS plate excluding the cost of neck its includes the cost of ¾" thick MS Sq bars on both ends 4 Nos ¾" thick Nos. flange It i/c the cost of Nuts & Bolts, rubber packing, labour & sealing material etc.				
	04 Nos.	12 x 12 (104.86Kg).	59549.00	Fifty Nine Thousand Five Hundred Forty Nine Rupees	Each	2,38,196.00
12.		P/F M.S Split Collar 9" wide on AC pipe fabricated with ¼" thick m.s plate weighing as mentioned against each items. It i/c the cost of 04 Nos.1/4 thick flangs Nuts, Bolts rubber packing and sealing material etc complete.				
	04 Nos.	4" Dia (8.68 Kg).	5333.00	Fifty Three Hundred Thirty Three Rupees	Each	21,332.00
13.		P/F M.S Tail Pieces (DHOLKI) on A.C Pipe Fabricated with ½" thick MS Plate having dimension and weight as mentioned against each item in trenches the cost of labour and sealing material etc.				
	08 Nos.	4" Dia. (6.290 Kg).	3678.00	Thirty Six Hundred Seventy Eight Rupees	Each	29,424.00
	06 Nos.	6" Dia. (8.411 Kg).	4668.00	Forty Six Hundred Sixty Eight Rupees	Each	28,008.00
	05 Nos.	8" Dia. (12.750 Kg).	7213.00	Seventy Two Hundred Thirteen Rupees	Each	36,065.00
14.		P/F 9 long ¼" thick MS Neck to existing MS pipe or to a split collar tee having a total weight as mentioned against each item it include the cost of fabrication and welding to the split caller tee.				
	03 Nos.	4" Dia. (6.66 Kg).	3354.00	Thirty Three Hundred Fifty Four Rupees	Each	10,062.00
	03 Nos.	6" Dia. (10.909 Kg).	5430.00	Fifty Four Hundred Thirty Rupees	Each	16,290.00
	02 Nos.	8" Dia. (15.757 Kg).	7771.00	Seventy Seven Hundred Seventy One Rupees	Each	15,542.00
		CONT..... PAGE.....04.				

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		PAGE.....02.				
06.		Providing Laying and fixing in trenches i/c fitting jointing and testing etc complete in all respect the hight density Polyethylene P.E (HDPE) conforming to ISO 4427 DIN. 8074, 8075 b 3580 AND psi 3051Excluding Transportation.				
	900 Rft.	4" Dia. (110 MM).	601.00	Six Hundred One Rupees	P/Rft	5,40,900.00
	800 Rft.	6" Dia. (160 MM).	1212.66	Twelve Hundred Twelve Rupees & Sixty Six	P/Rft	9,70,128.00
	600 Rft.	8" Dia. (200 MM).	1888.05	Eighteen Hundred Eighty Eight Rupees & Zero Five Paisa	P/Rft	11,32,830.00
	200 Rft.	10" Dia (250 MM).	2921.22	Twenty Nine Hundred Twenty One Rupees & Twenty Two Paisa	P/Rft	5,84,244.00
	100 Rft.	12" Dia (315 MM).	4688.62	Forty Six Hundred Eighty Eight Rupees & Sixty Two Paisa	P/Rft	4,68,862.00
07		Const: of C.C Block Masonry Chamber of 4'x4'x4' (inside dimension) with 24" x 24" C.I Cover and frame weighting 65 Kg fixed in RCC 1:2:4 Slab 6" thick with steel ½" dia for main bar @ 6" c/c ¼" dia @ 8" c/c distribution 6" thick c.c 1:3:6 block masonry walls set in 1:6 CM 6" thick cc 1:4:8 in foundation 2" thick cc 1:6 flooring ½" thick cement plaster 1:6 to all inside wall surface top and bottom slab outside wall surface 1'-0' deep up to roof slab i/c M.S foot rest 5/8 dia bars every 2"deep cutting excavation dewatering refilling Etc.				
	06 Nos.	4' x 4' x 4'	76797	Seventy Six Thousand Seven Hundred Ninety Seven Rupees Only	Each	4,60,782.00
09.		C.I Sluice Valve Heavy Pattern (Test Pressure 21.0 Kg. / Sq Com or 300 Lbs /Sq inch (Imported). 4" Dia.				
	06 Nos.		9500.00	Ninety Five Hundred Rupees Only	Each	57,000.00
10.		Fixing of C.I Sluice Valve with 2 Cost iron tail pieces one end Flange and other end socket i/c of Nuts, bolts & rubber packing Etc. 4" Dia.				
	06 Nos.		5023.00	Five Thousand Twenty Three Rupees	Each	30,138.00
		CONT..... PAGE.....03.				

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KARACHI WATER & SEWERAGE CORPORATION
OFFICE OF THE EXECUTIVE ENGINEER (WATER)
JAMILA PUMPING STATION,LYARI TOWN, DISTRICT (SOUTH-A), KW&SC
BILL OF QUANTITIES

(A) DESCRIPTION AND RATE OF ITEMS BASED ON COMPOSITE SCHEDULE OF RATE.

SUBJECT:- **ANNUAL REPLACEMENT OF UN-SERVICEABLE WATER LINE CAUSING CONTAMINATION AND BLOCKAGES IN DIFFERENT AREA'S OF LYARI TOWN (WATER), DISTRICT (SOUTH-A), KW&SC.**

ITEM NO.	QUANTITY	DESCRIPTION OF ITEM TO BE EXECUTED AT SITE	RATE IN FIGURE	RATE IN WORDS	UNIT	TOTAL AMOUNT
01.	6550 Cft.	Dismantling and removing road mate-ling Etc.	26.93	Twenty Six Rupees & Ninety Three Paisa	P/Cft.	1,76,391.50
02	6550 Cft.	Dismantling Cement Concrete plane. 1: 2: 4:	133.08	One Hundred Thirty Three Rupees & Zero Eight	P/Cft.	8,71,674.00
03.	32750 Cft.	Excavation for pipe line in trenches, and pits in all kind of soils of murum i/c trimming and dressing sides ;to true alignment and shape leveling of beds of trenches to correct level and grade, cutting joint holes and disposal of surplus earth within a one chain as directed by Engineer In-charge. Providing fence guards , lights, flags and temporary crossings for non-vehicular traffic where ever required lift upto 5 ft. (1.52m) and lead upto one chain (30.5m). Up to 0' to 5'.	23622.00	Twenty Three Thousand Six Hundred Twenty Two Rupees	%0Cft	7,73,620.50
04.		Add every (03) three ft. additional lift in all execution etc.				
	19500 Cft.	Up to 5' to 8'	29238.00	Twenty Nine Thousand Two Hundred Thirty Eight Rupees	%0Cft	5,70,141.00
05.	60 Days.	Full hire charges of the pumping set per day inclusive of wage of ;driver and Assistant fuel or electric energy plate forms required for placing pumps etc. at lower depth with suction and delivery pipes for pumping out water found at various depths from trenches i/c the cost of erection and dismantling after completion of the job. Hire charges of pumping set upto 10 HP pumping out water from 10 ft deep trench.	7468.80	Seventy Four Hundred Sixty Eight Rupees & Eighty Paisa	P/Day	4,48,128.00
		CONT..... PAGE.....02.				

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INSTRUCTION FOR PREPARING BIDS

IN TERMS OF RULE-21(C) OF SPP RULES – 2010 & MENDED UPTO DATE

01. The participants must quote the rates both in words and figures.

02. Bid Security / Earnest Money Should be made from the A/C of the Company / Firm of the Participant.

03. Integrity pact on the Stamp Paper worth RS. 100/= should be uploaded with the Tender / Bid.

04. Bid would not be Conditional.

05. Bid should be accompanied by Bid Security of Required (%) / Amount.

06. Bid uploaded on specified date and time.

07. The Firm will not be Blacklisted Firms.

08. Uploaded documents should not be found forged at any stage.

09. Pay-Order of the bid Security should be submitted physically in the office the Accounts Officer (Sew) / Secretary repairing & maintenance works KW&SC, Room No.12-A, First Floor Block "C", 9th Mile Karsaz, Shahrah-e-Faisal Karachi, before opening of the bid.

10. Mandatory requirement of valid PEC Registration, FBR (active Tay payer list) and SRB (Sindh Revenue Board) in case of supply items GST Registration.

11. Experience and Financial Certificate as per "NIT".

12. Bid must be signed with stamp, address and contact No.

13. All applicable taxes including SST/SRB will be deducted from Grass Amount of Bill.

(ABDUL SHAKEEL KHAN)
EXECUTIVE ENGINEER (WATER)
LYARI TOWN, DISTT: (SOUTH-A)
KW&SC

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INVITATION FOR BID

Dated:- _____

Bid Reference No:-_____

01 The Procuring Agency, Karachi Water & Sewerage Corporation, invites e-bids from interested firms or bidder and should have valid registration with Sindh Revenue Board (SBR), Federal Board of Revenue (FBR) on active Taxpayer List (TPL) as well as (PEC) Registration certificate along-with speciation in relevant filed, GST Registration Certificate (where applicable) in the appropriate specific work with the Procurement Agency for the work of **"ANNUAL REPLACEMENT OF UN-SERVICEABLE WATER LINE CAUSING CONTAMINATION AND BLOCKAGES IN DIFFERENT AREA'S OF LYARI TOWN (WATER), DISTRICT (SOUTH-A), KW&SC."**

02. (Enter the title and financial volume of work) which be completed in **180** day's time of completion (entire appropriate time period).

03. Bidding Documents shall be down from the website of **"EPADS"** http://portalsindh.eprocurement.gov.pk/ of SPPRA Sindh and its Tender(s) cost as mentioned in the "NIT" in the shape of Pay-order / Demand (non-refundable), shall be submit before the time of announcement of e-bid.

04. All bids must be accompanied by a Bid Security in the amount of required **2%** of bid price in the shape of (Pay Order / Demand Draft / Bank Guarantee) and same must be submitted Physically in the office of the **Accounts** Officer (Sewerage) / Secretary Maintenance Works KW&SC, Room No. 12-A, First Floor Block "C", 9th. Mile Karsaz, Shahrah-e-Faisal, Karachi. (indicate the address if it differs).

NOTE:-

01. Procuring Agency to enter the requisite information in blank spaces.
02. The Bid shell be opened within one / hour after the deadline submission of bids.

(ABDUL SHAKEEL KHAN)
EXECUTIVE ENGINEER (WATER)
LYARI TOWN, DISTT: (SOUTH-A)
KW&SC

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		PAGE.....04.				
15		P/F M.S Bend fabricated with ¼" thick M.S plate having an outer length and total weight as mentioned against each item.				
	08 No.	4" Dia. (6.349 Kg)	3335.00	Thirty Three Hundred Thirty Five Rupees	Each	26,680.00
	02 No.	6" Dia. (14.285 Kg)	7504.00	Seventy Five Hundred Four Rupees	Each	15,008.00
	02 No.	8" Dia. (25.369 Kg)	13341.00	Thirteen Thousand Three Hundred Forty One Rupees	Each	26,682.00
	02 No.	10" Dia. (39.681 Kg)	20845.00	Twenty Thousand Eight Hundred Forty Five Rupees	Each	41,690.00
16.		Refilling the excavated stuff in trenches 6" thick layer i/c watering ramming to full compaction etc.				
	51571.47 Cft		14020.80	Fourteen Thousand Twenty Rupees & Eight Paisa	%0Cft	7,23,073.26
		TOTAL:-			RS.	83,12,891.00

EXECUTIVE ENGINEER (WATER)
LYARI TOWN, DISTT: (SOUTH-A)
KW & SC

I hereby Quote _____% At Par / Below / Above the Composite Schedule of Rates (CSR) RS._____/= Total after At Par / Below / Above RS._____/= (Rupees in Words _____
_____).

(Contractor Signed)

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EVALUATION CRITERIA

IN TERMS OF RULE-21 (1) (H) RULE-21 (A) OF SPP RULES – 2010 & (AMENDED – 2021)

01. The Bidder should have valid registration with Sindh Revenue Board (SRB). Federal Board of Revenue (FBR) on active Taxpayer List (TPL) as well as PEC Registration Certificate along-with speciation in relevant filed, GST Registration Certificate (where applicable) and copy must be available with Tender.

02. Affidavit that, has never been black listed and copy of the same must be uploaded with Tender.

03. The Pay-order of required Bid Security / Earnest Money should be made from the A/C of the Company / Firm of the Participant as mentioned in "NIT" and must be available with the Tender.

04. Possess technical experience of carrying out (05) similar nature or repairing works along-with its completion report, completed during last three years (From July-2022 to June-2025).

05. At least one similar nature of work having minimum cost 80% of the estimated cost of the work or at least two similar nature works each having minimum 50% of the estimated cost.

06. Average Annual Financial Turn-over not less than equivalent cost of the estimate during last Three (03) years.

07. In case of more than one bidder quoted same lowest price in a bid, then the next lowest bid quoted by only one bidder will be consider for evaluation.

08. It is clarified that quoted rates beyond "two decimals", shell be consider only two decimals in the evaluation process.

09. The whole Evaluation Process shall be based on "Least" Quoted Price

(ABDUL SHAKEEL KHAN)
EXECUTIVE ENGINEER (WATER)
LYARI TOWN, DISTT: (SOUTH-A)
KW&SC

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case an Engineer has been appointed by the Procuring Agency, the aforesaid clauses may be modified accordingly to specify the role of the Engineer by the Procuring Agency, otherwise the Engineer's reference wherever exist, except Sub-Clause 1.1.20 & Clause 15 of Conditions of Contract and Item 1.1.20 of Contract Data, shall be deleted.

E. Bidding Data

The blank spaces wherever shown in Bidding Data are required to be filled by the Engineer/Procuring Agency before issuance of Bidding Documents.

1. Contents of IB.10.3 may be retained or modified by the Procuring Agency.
2. Procuring Agency should insert required experience in IB.11.2.
3. Referring to IB.14.1, the period of bid validity may range from 30 to 90 days depending upon the size and nature of the works. Number of days shall be filled in as per Procuring Agency's requirements.
4. Contents of IB.16.3 to IB.16.8 may be retained or modified by the Procuring Agency in accordance with its requirements.

F. Schedules to Bid

Specimen of Schedules to Bid including format of Schedule of Prices are provided in this document. The Procuring Agency may add/delete/modify as per its requirement.

The blank spaces wherever shown are required to be filled by the Engineer/Procuring Agency before issuance of Bidding Documents except those required to be provided by the Contractor.

G. Conditions of Contract

The procuring agency while preparing Contract Data, shall ensure that no Clause of Conditions of Contract is deleted and that the changes included in Contract Data shall be such as not to change the spirit of the document. Any adjustment or change in clauses of Conditions of Contract to meet specific project features shall be made with care and incorporated in Contract Data.

H. Contract Data

The blank spaces wherever shown are required to be filled by the Engineer/Procuring Agency before issuance of Bidding Documents.

1. Referring to Sub-Clause 1.1.1 of Conditions of Contract, the Engineer/Procuring Agency may add, in order of priority, such other documents as to form part of the Contract, in Sub-Clause 1.3 of the Contract Data.

2. The Procuring Agency's Representative, if any, shall exercise powers of the Procuring Agency under and in connection with Sub-Clauses 1.3, 2.3, 4.2, 4.3, 5.1, 7.3, 8.2, 9.1, 9.2, 10.1, 10.2, 10.5, 11.1, 11.5, 12.1, 13.2 and 14.1 of the Conditions of Contract. In case an Engineer has been appointed by the Procuring Agency, the aforesaid clauses may be modified accordingly by the Procuring Agency.

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INSTRUCTIONS TO PROCURING AGENCIES
(Not to be included in Bidding Documents)

A. Basis of Documents

These Documents have been prepared as a global document intended to be used by different agencies/users according to their requirements. This document is envisaged for National Competitive Bidding (NCB), meant for use for Works costing not more than Rs. 25 Million. These documents may be tailored according to the scope of works as well as in case of contracts on International Competitive Bidding (ICB) basis, funded by international financial institutions/donors, with payments in foreign currencies. Procuring agencies are then to tailor the relevant clauses to suit their requirements including appropriate modifications in the relevant sections of the documents in the light of SPPRA Bidding Documents for Large Works.

The Procuring Agency is expected to manage the Contract itself. The role of Engineer may be added by the Procuring Agency, if the Procuring Agency wishes to engage a consultant. The role of the Engineer with specific delegated powers under various clauses of Instructions to Bidders such as clarifications of Bid Documents, Amendment of Bid Documents, evaluation of Bids etc. and to administer the Contract under various clauses of Conditions of Contract should have been specified. The Procuring Agency will be required to set out in the specifications and drawings the full scope of work including the extent of design to be done by the Contractor, if any.

B. Contents of Documents

As stated in Clause IB.4 of Instructions to Bidders, the complete Bidding Documents in addition to Invitation for Bids shall comprise items listed therein including any addendum to Bidding Documents issued in accordance with IB.6. The Standard Form of Bidding Documents (for Small Contracts) includes the following:

1. Instructions to Bidders & Bidding Data
2. Form of Bid & Schedules to Bid
3. Conditions of Contract & Contract Data
4. Standard Forms
5. Specifications
6. Drawings, if any

In addition, Instructions to procuring agencies are also provided at various locations of this document within parenthesis or as a Note(s). Procuring agencies are expected to edit or finalise this document accordingly, by filling in all the relevant blank spaces and forms as per the scope of the work, deleting all notes and instructions intended to help the bidders.

The procuring agency is required to prepare the following for completion of the Bidding Documents:

(i) Invitation for Bids

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INVITATION FOR BIDS

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SUMMARY OF CONTENTS

	Subject	Page No
(I)	INVITATION FOR BIDS	02
(II)	INSTRUCTIONS TO BIDDERS & BIDDING DATA	04
(III)	FORM OF BID & SCHEDULES TO BID	19
(IV)	CONDITIONS OF CONTRACT & CONTRACT DATA	33
(V)	STANDARD FORMS	54
(VI)	SPECIFICATIONS	67
(VII)	DRAWINGS	68

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3. The sum insured for different insurances including minimum amount of third party insurance should be assessed by the Engineer/Procuring Agency and entered in Contract Data. Such insurance cover shall be carried out with Insurance Company having at least AA rating from PACRA / JCR in the favour of the procuring agency.

4. The time for completion of the whole of the works should be assessed by the Engineer/Procuring Agency and entered in the Contract Data.

5. The Conditions of Contract contain no overall limit on the Contractor's liability. The amount of liquidated damages per day of delay shall be entered by the Engineer/Procuring Agency in Contract Data. Usually the liquidated damages are set between **0.05 percent and 0.10 percent per day and the maximum limit as 10 percent of contract price stated in the Letter of Acceptance.**

6. Any amendment and/or additions to the Conditions of the Contract that are specific to a given Bid/Contract should be included by the Procuring agency. This may include but not be limited to the provisions regarding the following:

   a) Terms of Payment should be prepared and incorporated in Contract Data by the Engineer/Procuring Agency.

   b) The Engineer/Procuring Agency to make sure that all taxes and duties are included by the Bidders/Contractors in their prices.

I. Specifications

To be prepared and incorporated by the Engineer/Procuring Agency

J. Drawings

To be prepared and incorporated by the Engineer/Procuring Agency, if required.

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INSTRUCTIONS TO BIDDERS & BIDDING DATA

Notes on the Instructions to Bidders

This section of the bidding documents should provide the information necessary for bidders to prepare responsive bids, in accordance with the requirements of the Procuring Agency. It should also give information on bid submission, opening and evaluation, and on the award of contract.

Matters governing the performance of the Contract or payments under the Contract, or matters affecting the risks, rights, and obligations of the parties under the Contract are not normally included in this Section, but rather in the appropriate sections of the *Conditions of Contract* and/or *Contract Data*.

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INVITATION FOR BIDS

Date: _____
Bid Reference No.: _____

1. The Procuring Agency, _____ [*enter name of the procuring agency*], invites sealed bids from interested firms or persons licensed by the Pakistan Engineering Council in the *appropriate* category(*not required for works costing Rs 2.5 million or less) and/or duly* pre-qualified(*if pre-qualification is done for specific scheme/project)* with the Procuring Agency for the Works, _____[*enter title, type and financial volume of work*], which will be completed in _____ [*enter appropriate time period*] days.

2. A complete set of Bidding Documents may be purchased by an interested eligible bidder on submission of a written application to the office given below and upon payment of a non-refundable fee of Rupees _____ (*insert amount*). Bidders may acquire the Bidding Documents from the Office of the Procuring Agency, at_____ (Mailing Address).

3. All bids must be accompanied by a Bid Security in the amount of Rs. _____ (Rupees _____), or_____ percentage of bid price in the form of (*pay order / demand draft / bank guarantee*) and must be delivered to_____ (*Indicate Address and Exact Location*) at or before _____ hours, on _____ (Date). Bids will be opened at _____ hours on the same day in the presence of bidders' representatives who choose to attend, at the same address [*indicate the address if it differs*].

[Note: 1. *Procuring Agency to enter the requisite information in blank spaces.*
2. *The bid shall be opened within one hour after the deadline for submission of bids.]*

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of contents of bidding documents in writing and procuring agency shall respond to such queries in writing within three calendar days, provided they are received at least five calendar days prior to the date of opening of bid (SPP Rule 23-1).

IB.6 Amendment of Bidding Documents (SPP Rules 22(2) & 22).

6.1 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.

6.2 Any addendum thus issued shall be part of the Bidding Documents pursuant to Sub-Clause 6.1 hereof, and shall be communicated in writing to all purchasers of the Bidding Documents. Prospective bidders shall acknowledge receipt of each addendum in writing to the Procuring Agency.

6.3 To afford interested bidders reasonable time in which to take an addendum into account in preparing their Bids, the Procuring Agency may at its discretion extend the deadline for submission of Bids.

C. PREPARATION OF BIDS

IB.7 Language of Bid

7.1 All documents relating to the Bid shall be in the language specified in the Contract Data.

IB.8 Documents Comprising the Bid

8.1 The Bid submitted by the bidder shall comprise the following:

(a) Offer /Covering Letter
(b) Form of Bid duly filled, signed and sealed, in accordance with IB.14.3.
(c) Schedules (A to F) to Bid duly filled and initialed, in accordance with the instructions contained therein & in accordance with IB.14.3.
(d) Bid Security furnished in accordance with IB.13.
(e) Power of Attorney in accordance with IB 14.5.
(f) Documentary evidence in accordance with IB.2(c) & IB.11
(g) Documentary evidence in accordance with IB.12.

IB.9 Sufficiency of Bid

9.1 Each bidder shall satisfy himself before Bidding as to the correctness and sufficiency of his Bid and of the premium on the rates of CSR / rates and prices quoted/entered in the Schedule of Prices, 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.

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(v) financial statement of last 3 years;
(vi) information regarding litigations and abandoned works if any.

IB.3 Cost of Bidding

3.1 The bidder shall bear all costs associated with the preparation and submission of its bid 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 (SPP Rules 24 & 25).

B. BIDDING DOCUMENTS

IB.4 Contents of Bidding Documents

4.1 In addition to Invitation for Bids, the Bidding Documents are those stated below, and should be read in conjunction with any Addendum issued in accordance with Sub-Clause IB.6.1.

1. Instructions to Bidders & Bidding Data
2. Form of Bid, Qualification Information & Schedules to Bid
   Schedules to Bid comprise the following:
   (i) Schedule A: Schedule of Prices/ Bill of Quantities (BoQ).
   (ii) Schedule B: Specific Works Data
   (iii) Schedule C: Works to be Performed by Subcontractors
   (iv) Schedule D: Proposed Programme of Works
   (v) Schedule E: Method of Performing Works
   (vi) Schedule F: Integrity Pact (works costing Rs 10 million and above)
3. Conditions of Contract & Contract Data
4. Standard Forms:
   (i) Form of Bid Security,
   (ii) Form of Performance Security;
   (iii)Form of Contract Agreement;
   (iv) Form of Bank Guarantee for Advance Payment.
5. Specifications
6. Drawings, if any

IB.5 Clarification of Bidding Documents

5.1 A prospective bidder requiring any clarification(s) in respect of the Bidding Documents may notify the Engineer/Procuring Agency at the Engineer's/ Procuring Agency's address indicated in the Bidding Data.

5.2 An interested bidder, who has obtained bidding documents, may request for clarification

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INSTRUCTIONS TO BIDDERS

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

A. GENERAL

IB.1 Scope of Bid & Source of Funds

1.1 Scope of Bid

The Procuring Agency as defined in the Bidding Data (hereinafter called "the Procuring Agency") wishes to receive Bids for the Works summarized in the Bidding Data (hereinafter referred to as "the Works").

Bidders must quote for the complete scope of work. Any Bid covering partial scope of work will be rejected as non-responsive.

1.2 Source of Funds

The Procuring Agency has arranged funds from its own sources or *Federal/ Provincial /Donor agency or any other source,* which may be indicated accordingly in bidding data towards the cost of the project/scheme.

IB.2 Eligible Bidders

2.1 Bidding is open to all firms and persons meeting the following requirements:

a) duly licenced by the Pakistan Engineering Council (PEC) in the appropriate category for value of works

Provided that the works costing Rs. 2.5 million or less shall not require any registration with PEC .

b) duly pre-qualified with the Procuring Agency. (*Where required*).

In the event that prequalification of potential bidders has been undertaken, only bids from prequalified bidders will be considered for award of Contract.

c) if prequalification has not undertaken , the procuring agency may ask information and documents not limited to following:-

(i) company profile;
(ii) works of similar nature and size for each performed in last 3/5 years;
(iii) construction equipments;
(iv) qualification and experience of technical personnel and key site management;

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14.5 Each bidder shall prepare Original and number of copies specified in the Bidding Data of the documents comprising the bid as described in IB.8 and clearly mark them "ORIGINAL" and "COPY" as appropriate. In the event of discrepancy between them, the original shall prevail.

14.6 The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign (in the case of copies, Photostats are also acceptable). This shall be indicated by submitting a written Power of Attorney authorising the signatory of the bidder to act for and on behalf of the bidder. All pages of the bid shall be initialed and official seal be affixed by the person or persons signing the bid.

14.7 The Bid shall be delivered in person or sent by registered mail at the address to Procuring Agency as given in Bidding Data.

D. SUBMISSION OF BID

IB.15 Deadline for Submission, Modification & Withdrawal of Bids

15.1 Bids must be received by the Procuring Agency at the address provided in Bidding Data not later than the time and date stipulated therein.

15.2 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 and Contract Data; and
(c) provide a warning not to open before the specified time and date for Bid opening as defined in the Bidding Data.
(d) in addition to the identification required in 15.2, the inner envelopes shall indicate the name and address of the Bidder to enable the Bid to be returned unopened in case it is declared late.
(e) 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.

15.3 Bids submitted through telegraph, telex, fax or e-mail shall not be considered.

15.4 Any bid received by the Procuring Agency after the deadline for submission prescribed in Bidding Data will be returned unopened to such bidder.

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

15.6 Withdrawal of a bid during the interval between the deadline for submission of bids and the expiration of the period of bid validity specified in the Form of Bid may result in forfeiture of the Bid Security pursuant to IB.13.5 (a).

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IB.13 Bid Security

13.1 Each bidder shall furnish, as part of his bid, at the option of the bidder, a Bid Security as percentage of bid price/estimated cost or in the amount stipulated in Bidding Data in Pak. Rupees in the form of *Deposit at Call/ Payee's Order or a Bank Guarantee* issued by a Scheduled Bank in Pakistan in favour of the Procuring Agency valid for a period up to twenty eight (28) days beyond the bid validity date (*Bid security should not be below 1% and not exceeding 5% of bid price/estimated cost SPP Rule 37*).

13.2 Any bid not accompanied by an acceptable Bid Security shall be rejected by the Procuring Agency as non-responsive.

13.3 The bid securities of unsuccessful bidders will be returned upon award of contract to the successful bidder or on the expiry of validity of Bid Security whichever is earlier.

13.4 The Bid Security of the successful bidder will be returned when the bidder has furnished the required Performance Security, and signed the Contract Agreement (SPP Rule 37).

13.5 The Bid Security may be forfeited:

(a) if a bidder withdraws his bid during the period of bid validity; or
(b) if a bidder does not accept the correction of his Bid Price, pursuant to Sub-Clause 16.4 (b) hereof; or
(c) in the case of a successful bidder, if he fails within the specified time limit to:

(i) furnish the required Performance Security or
(ii) sign the Contract Agreement.

IB.14 Validity of Bids, Format, Signing and Submission of Bid

14.1 Bids shall remain valid for the period stipulated in the Bidding Data after the date of bid opening.

14.2 In exceptional circumstances, Procuring Agency may request the bidders to extend the period of validity for a additional period but not exceeding 1/3 of the original period.The request and the bidders' responses shall be made in writing or by cable. A Bidder may refuse the request without forfeiting the Bid Security. A Bidder agreeing to the request will not be required or permitted to otherwise modify the Bid, but will be required to extend the validity of Bid Security for the period of the extension, and in compliance with IB.13 in all respects (SPP Rule 38).

14.3 All Schedules to Bid are to be properly completed and signed.

14.4 No alteration is to be made in the Form of Bid except in filling up the blanks as directed. If any alteration be made or if these instructions be not fully complied with, the bid may be rejected.

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9.2 The bidder is advised to obtain for himself at his own cost and responsibility all information that may be necessary for preparing the bid and entering into a Contract for execution of the Works.

IB.10 Bid Prices, Currency of Bid and Payment

10.1 The bidder shall fill up the Schedule of Prices (Schedule A to Bid) indicating the percentage above or below the Composite Schedule of Rates/unit rates and prices of the Works to be performed under the Contract. Prices in the Schedule of Prices/Bill of Quantities shall be quoted entirely in Pak Rupees keeping in view the instructions contained in the Preamble to Schedule of Prices.

10.2 Unless otherwise stipulated in the Conditions of Contract, prices quoted by the bidder shall remain fixed during the bidder's performance of the Contract and not subject to variation on any account.

10.3 The unit rates and prices in the Schedule of Prices or percentage above or below on the composite schedule of rates shall be quoted by the bidder in the currency as stipulated in Bidding Data.

10.4 Items for which no rate or price is entered by the Bidder will not be paid for by the Procuring Agency when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities.

IB.11 Documents Establishing Bidder's Eligibility and Qualifications

11.1 Pursuant to Clause IB.8, the bidder shall furnish, as part of its bid, documents establishing the bidder's eligibility to bid and its qualifications to perform the Contract if its bid is accepted.

11.2 Bidder must possess and provide evidence of its capability and the experience as stipulated in Bidding Data and the Qualification Criteria mentioned in the Bidding Documents.

IB.12 Documents Establishing Works' Conformity to Bidding Documents

12.1 The documentary evidence of the Works' conformity to the Bidding Documents may be in the form of literature, drawings and data and the bidder shall furnish documentation as set out in Bidding Data.

12.2 The bidder shall note that standards for workmanship, material and equipment, and references to brand names or catalogue numbers, if any, designated by the Procuring Agency in the Technical Provisions are intended to be descriptive only and not restrictive.

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(ii) discount, if any, offered by the bidders as also read out and recorded at the time of bid opening.

(iii) excluding provisional sums and the provisions for contingencies in the Bill of Quantities, if any, but including Day work, where priced competitively.

18.17 Process to be Confidential

17.1 Subject to Rule 31 hereof, no bidder shall contact Engineer/Procuring Agency on any matter relating to its Bid from the time of the Bid opening to the time the bid evaluation result is announced by the Procuring Agency. The evaluation result shall be announced at least seven (07) days prior to award of Contract (SPP Rule 45). 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.

17.2 Any effort by a bidder to influence Engineer/Procuring Agency in the Bid evaluation, Bid comparison or Contract Award decisions may result in the rejection of his Bid. Whereas any bidder feeling aggrieved, may lodge a written complaint to Complaint Redressal Committee as per terms and conditions mentioned in SPP Rules 31 & 32. However, mere fact of lodging a complaint shall not warrant suspension of procurement process.

17.3 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 threatening to impair or harm, directly or indirectly, any party or the property of the party to influence the actions of a party to achieve a wrongful gain or to cause a wrongful loss to another party;

(ii) **"Collusive Practice"** means any arrangement between two or more parties to the procurement process or contract execution, designed to achieve with or without the knowledge of the procuring agency to establish prices at artificial, noncompetitive levels for any wrongful gain;

(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.

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provided such waiver does not prejudice or affect the relative ranking of any other bidders.

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

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

(B) Minor Deviations

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 or an adjustment for evaluation purposes only during the detailed evaluation process.

16.7 The Engineer/Procuring Agency will evaluate and compare only the bids previously determined to be substantially responsive pursuant to BB.16.4 to 16.6 as per requirements given hereunder. Bids will be evaluated for complete scope of works. The prices will be compared on the basis of the Evaluated Bid Price pursuant to BB.16.8 herein below.

Technical Evaluation: It will be examined in detail whether the works offered by the bidder complies with the Technical Provisions of the Bidding Documents. For this purpose, the bidder's data submitted with the bid in Schedule B to Bid will be compared with technical features/criteria of the works detailed in the Technical Provisions. Other technical information submitted with the bid regarding the Scope of Work will also be reviewed.

16.8 Evaluated Bid Price

In evaluating the bids, the Engineer/Procuring Agency will determine for each bid in addition to the Bid Price, the following factor (adjustments) in the manner and to the extent indicated below to determine the Evaluated Bid Price:

(i) making any correction for arithmetic errors pursuant to BB.16.4 hereof.

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F. BID OPENING AND EVALUATION

IB.16. Bid Opening, Clarification and Evaluation (SPP Rules 41, 42 & 43)

16.1 The Procuring Agency will open the bids, in the presence of bidders' representatives who choose to attend, at the time, date and in the place specified in the Bidding Data.

16.2 The bidder's name, Bid Prices, any discount, the presence or absence of Bid Security, and such other details as the Procuring Agency at its discretion may consider appropriate, will be announced by the Procuring Agency at the bid opening. The Procuring Agency will record the minutes of the bid opening. Representatives of the bidders who choose to attend shall sign the attendance sheet.

Any Bid Price or discount which is not read out and recorded at bid opening will not be taken into account in the evaluation of bid.

16.3 To assist in the examination, evaluation and comparison of Bids the Engineer/Procuring Agency may, at its discretion, ask the bidder for a clarification of its Bid. The request for clarification and the response shall be in writing and no change in the price or substance of the Bid shall be sought, offered or permitted (SPP Rule 43).

16.4 (a) Prior to the detailed evaluation, pursuant to IB.16.7 to 16.9, the Engineer/Procuring Agency will determine the substantial responsiveness of each bid to the Bidding Documents. For purpose of these instructions, a substantially responsive bid is one which conforms to all the terms and conditions of the Bidding Documents without material deviations. It will include determining the requirements listed in Bidding Data.

(b) Arithmetical errors will be rectified on the following basis:

If there is a discrepancy between the unit price and total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between the words and figures the amount in words shall prevail. If there is a discrepancy between the Total Bid price entered in Form of Bid and the total shown in Schedule of Prices-Summary, the amount stated in the Form of Bid will be corrected by the Procuring Agency in accordance with the Corrected Schedule of Prices.

If the bidder does not accept the corrected amount of Bid, his Bid will be rejected and his Bid Security forfeited.

16.5 A Bid determined as substantially non-responsive will be rejected and will not subsequently be made responsive by the bidder by correction of the non-conformity.

16.6 Any minor informality or non-conformity or irregularity in a Bid which does not constitute a material deviation (major deviation) may be waived by Procuring Agency,

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BIDDING DATA

(This section should be filled in by the Engineer/Procuring Agency before issuance of the Bidding Documents. 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.)

Instructions to Bidders
Clause Reference

1.1 **Name of Procuring Agency**

_____

_____

(Insert name of the Procuring Agency)

Brief Description of Works

_____

_____

5.1 (a) Procuring Agency's address:

_____

_____

(Insert address of the Procuring Agency with telex/fax)

(b) Engineer's address:

_____

_____

(Insert name and address of the Engineer, if any, with telex/fax)

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

11.2 The bidder has the financial, technical and constructional capability necessary to perform the Contract as follows: *(Insert required capabilities and documents)*
i. Financial capacity: *(must have turnover of Rs----Million);*
ii. Technical capacity:*(mention the appropriate category of registration with PEC and qualification and experience of the staff);*
iii. Construction Capacity: *(mention the names and number of equipments required for the work).*

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IB.21 Performance Security

21.1 The successful bidder shall furnish to the Procuring Agency a Performance Security in the form and the amount stipulated in the Conditions of Contract within a period of fourteen (14) days after the receipt of Letter of Acceptance (SPP 39).

21.2 Failure of the successful bidder to comply with the requirements of Sub-Clauses IB.20.2 & 20.3 or 21.1 or Clause IB 22 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security.

21.3 Publication of Award of Contract: within seven days of the award of contract, the procuring shall publish on the website of the authority and on its own website, if such a website exists, the results of the bidding process, identifying the bid through procurement identifying Number if any and the following information

(1) Evaluation Report;

(2) Form of Contract and letter of Award;

(3) Bill of Quantities or Schedule of Requirements. (SPP Rule 50)

IB.22 Integrity Pact The bidder shall sign and stamp the Form of Integrity Pact provided at Schedule-F to Bid in the Bidding Document for all Sindh Government procurement contracts exceeding Rupees ten (10) million. Failure to provide such Integrity Pact shall make the bid non-responsive (SPP Rule 89)

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F. AWARD OF CONTRACT

IB.18. Post Qualification

18.1 The Procuring Agency, at any stage of the bid evaluation, having credible reasons for or *prima facie* evidence of any defect in contractor's capacities, may require the contractors to provide information concerning their professional, technical, financial, legal or managerial competence whether already pre qualified or not.

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

18.2 The determination will take into account the bidder's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the bidders' qualifications submitted under B.11, as well as such other information required in the Bidding Documents.

IB.19 Award Criteria & Procuring Agency's Right

19.1 Subject to IB.19.2, the Procuring Agency will award the Contract to the bidder whose bid has been determined to be substantially responsive to the Bidding Documents and who has offered the lowest evaluated Bid Price, provided that such bidder has been determined to be qualified to satisfactory perform the Contract in accordance with the provisions of the IB.18.

19.2 Not withstanding IB.19.1, the Procuring Agency reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of Contract, without thereby incurring any liability to the affected bidders or any obligation to inform the affected bidders of the grounds for the Procuring Agency's action except that the grounds for its rejection of all bids shall upon request be communicated, to any bidder who submitted a bid, without justification of the grounds. Notice of the rejection of all the bids shall be given promptly to all the bidders (SPP Rule 25).

IB.20 Notification of Award & Signing of Contract Agreement

20.1 Prior to expiration of the period of bid validity prescribed by the Procuring Agency, the Procuring Agency will notify the successful bidder in writing ("Letter of Acceptance") that his bid has been accepted (SPP Rule 49).

20.2 Within seven (07) days from the date of furnishing of acceptable Performance Security under the Conditions of Contract, the Procuring Agency will send the successful bidder the Form of Contract Agreement provided in the Bidding Documents, incorporating all agreements between the parties.

20.3 The formal Agreement between the Procuring Agency and the successful bidder duly stamped at rate of ----% of bid price(updated from time to time) stated in Letter of Acceptance shall be executed within seven (07) days of the receipt of Form of Contract Agreement by the successful bidder from the Procuring Agency

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FORM OF BID AND SCHEDULES TO BID

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*(ii) Bid prices are firm during currency of contract/Price adjustment,

(iii) Completion period offered is within specified limits,

(iv) Bidder is eligible to Bid and possesses the requisite experience, capability and qualification.

(v) Bid does not deviate from basic technical requirements and

(vi) Bids are generally in order, etc.

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

(a) **Fixed Price contract:** In these contracts no escalation will be provided during currency of the contract and normally period of completion of these works is upto 12 months.

(b) **Price adjustment contract:** In these contracts escalation will be paid only on those items and in the manner as notified by Finance Department, Government of Sindh, after bid opening during currency of the contract.

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

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

13.1 **Amount of Bid Security**

_____

_____

(Fill in lump sum amount or in % age of bid amount /estimated cost, but not below 1% and not exceeding 5%)

14.1 **Period of Bid Validity**

_____

_____

(Fill in "number of days" not exceeding 90)

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

One original plus _____ copies.

14.6 (a) **Procuring Agency's Address for the Purpose of Bid Submission**

_____

_____

(insert postal address or location of bid box for delivery by hand)

15.1 **Deadline for Submission of Bids**

Time: _____ AM/PM on _____

16.1 **Venue, Time, and Date of Bid Opening**

Venue: _____

Time: _____ Date: _____

16.4 **Responsiveness of Bids**

(i) Bid is valid till required period,

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SCHEDULE – A TO BID

SCHEDULE OF PRICES

Sr. No.		Page No.
1.	Preamble to Schedule of Prices	24
2.	Schedule of Prices	26
	*(a) Summary of Bid Prices	
	* (b) Detailed Schedule of Prices /Bill of Quantities (BOQ)	

** [To be prepared by the Engineer/Procuring Agency]*

[SCHEDULES TO BID INCLUDE THE FOLLOWING:

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

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

8. We understand that you are not bound to accept the lowest or any bid you may receive.

9. We do hereby declare that the Bid is made without any collusion, comparison of figures or arrangement with any other person or persons making a bid for the Works.

Dated this _____ day of _____, 20

Signature _____

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

(Name of Bidder in Block Capitals)

(Seal)

Address

_____

_____

_____

Witness:

(Signature)_____

Name:_____

Address: _____

_____

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SCHEDULE OF PRICES – SUMMARY OF BID PRICES (Sample)

Bill No.	Description	Total Amount (Rs)
	(A) Building Work	
1.	Civil works	
2	Internal sanitary and water supply	
3	Electrification	
4	External Development works	
5	Miscellaneous Items	
	(B) Road Work.	
1.	Earthwork	
2.	Hard Crust and Surface Treatment	
3.	Culverts and Bridges	
4.	Miscellaneous Items	
	(C) Public Health Engineering Works.	
1.	Earthwork	
2	Subsurface Drains	
3.	Pipe Laying and Man holes	
4.	Tube wells, Pump houses	
5.	Compound wall	
6.	Miscellaneous Items	
	Total Bid Price (The amount to be entered in Paragraph 1 of the Form of Bid) (In words)_____	

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

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

4.5 (a) The bidder shall be deemed to have obtained all information as to and all requirements related thereto which may affect the bid price.

*(b) The Contractor shall be responsible to make complete arrangements for the transportation of the Plant to the Site.

(Procuring Agency may modify as appropriate)

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

5. Bid Prices

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

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

6. Provisional Sums and Day work

6.1 Provisional Sums included and so designated in the Schedule of Prices if any, shall be expended in whole or in part at the direction and discretion of the Engineer/Procuring Agency. The Contractor will only receive payment in respect of Provisional Sums, if he has been instructed by the Engineer/Procuring Agency to utilize such sums.

6.2 Day work rates in the contractor's bid are to be used for small additional amounts of work and only when the Engineer have given written instructions in advance for additional work to be paid for in that way.

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PREAMBLE TO SCHEDULE OF PRICES

1. General

1.1 The Schedule of Prices shall be read in conjunction with the Conditions of Contract, Contract Data together with the Specifications and Drawings, if any.

1.2 The Contract shall be for the whole of the works as described in these Bidding Documents. Bids must be for the complete scope of works.

2. Description

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

3. Units & Abbreviations

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

_____

_____

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

4. Rates and Prices

4.1 Except as otherwise expressly provided under the Conditions of Contract, the rates and amounts entered in the Schedule of Prices shall be the rates at which the Contractor shall be paid and shall be the full inclusive value of the works set forth or implied in the Contract; except for the amounts reimbursable, if any to the Contractor under the Contract.

4.2 Unless otherwise stipulated in the Contract Data, the premium, rates and prices entered by the bidder shall not be subject to adjustment during the performance of the Contract.

4.3 All duties, taxes and other levies payable by the Contractor shall be included in the rates and prices.

4.4 The whole cost of complying with the provisions of the Contract shall be included in the items provided in the Schedule of Prices, and where

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WORKS TO BE PERFORMED BY SUBCONTRACTORS*

The bidder will do the work with his own forces except the work listed below which he intends to sub-contract.

Items of Works to be Sub-Contracted	Name and address of Sub-Contractors	Statement of similar works previously executed, *(attach evidence)*

Note:

* *The Procuring Agency should decide whether to allow subcontracting or not.*

In case Procuring Agency decides to allow sub-contracting then following conditions shall be complied with:

1. No change of Sub-Contractors shall be made by the bidder without prior approval of the Procuring Agency.

2. The truthfulness and accuracy of the statement as to the experience of Sub-Contractors is guaranteed by the bidder. The Procuring Agency's judgment shall be final as to the evaluation of the experience of Sub-Contractors submitted by the bidder.

3. Statement of similar works shall include description, location & value of works, year completed and name & address of the clients.

SCHEDULE - B TO BID

*SPECIFIC WORKS DATA

(To be prepared and incorporated by the Procuring Agency)

(Note: The Procuring Agency shall spell out the information & data required to be filled out by the bidder and to furnish complementary information).

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SCHEDULE OF PRICES

Item No.	Description	Quantity	Unit Rate(Rs)	Total Amount (Rs)
	I. (Civil works)			
1.				
2.				
3.				
	II.Internal sanitary and water supply.			
1.				
2.				
3.				
	III. Electrification.			
1.				
2.				
3.				
	IV. External Development works.			
1.				
2.				
3.				
	V. Miscellaneous Items			
1.				
2.				
3.				
Total (*to be carried to Summary of Bid Price*)				
Add/ Deduct the percentage quoted above/below on the prices of items based on Composite Schedule of Rates.				

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SCHEDULE – F TO BID

(INTEGRITY PACT)

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

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

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

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

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

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

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

_____
[Procuring Agency]

[Contractor]

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METHOD OF PERFORMING WORKS

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

- The sequence and methods in which he proposes to carry out the Works, including the number of shifts per day and hours per shift, he expects to work.
- A list of all major items of construction and plant erection, tools and vehicles proposed to be used in delivering/carrying out the works at site.
- The procedure for installation of equipment and transportation of equipment and materials to the site.
- Organisation chart indicating head office & field office personnel involved in management, supervision and engineering of the Works to be done under the Contract.

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PROPOSED PROGRAMME OF WORKS

Bidder shall provide a programme in a bar-chart or Program Evaluation and Review Technique (PERT) or Critical Path Method (CPM) showing the sequence of work items by which he proposes to complete the works of the entire Contract. The programme should indicate the sequence of work items and the period of time during which he proposes to complete the works including the activities like designing, schedule of submittal of drawings, ordering and procurement of materials, manufacturing, delivering, construction of civil works, erection, testing and commissioning of works to be supplied under the Contract.

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CONDITIONS OF CONTRACT

1. GENERAL PROVISIONS

1.1 Definitions

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

The Contract

1.1.1 "Contract" means the Contract Agreement and the other documents listed in the Contract Data.

1.1.2 "Specifications" means the document as listed in the Contract Data, including Procuring Agency's requirements in respect of design to be carried out by the Contractor (if any), and any Variation to such document.

1.1.3 "Drawings" means the Procuring Agency's drawings of the Works as listed in the Contract Data, and any Varintion to such drawings.

Persons

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

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

1.1.6 "Party" means either the Procuring Agency or the Contractor.

Dates, Times and Periods

1.1.7 "Commencement Date" means the date fourteen (14) days after the date the Contract comes into effect or any other date named in the Contract Data.

1.1.8 "Day" means a calendar day

1.1.9 "Time for Completion" means the time for completing the Works as stated in the Contract Data (or as extended under Sub-Clause 7.5), calculated from the Commencement Date.

Money and Payments

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

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CONDITIONS OF CONTRACT

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

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

4. THE CONTRACTOR

4.1 **General Obligations**

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

4.2 **Contractor's Representative**

The Contractor shall appoint a representative at site on full time basis to supervise the execution of work and to receive instructions on behalf of the Contractor but only after obtaining the consent of the Procuring Agency for such appointment which consent shall not be withheld without plausible reason(s) by the Procuring Agency. Such authorized representative may be substituted/ replaced by the Contractor at any time during the Contract Period but only after obtaining the consent of the Procuring Agency as aforesaid.

4.3 **Subcontracting**

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

4.4 **Performance Security**

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

5. DESIGN BY CONTRACTOR

5.1 **Contractor's Design**

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

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1.4 **Law**

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

1.5 **Communications**

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

1.6 **Statutory Obligations**

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

2. THE PROCURING AGENCY

2.1 **Provision of Site**

The Procuring Agency shall provide the Site and right of access thereto at the times stated in the Contract Data.
Site Investigation Reports are those that were included in the bidding documents and are factual and interpretative reports about the surface and subsurface conditions at the Site.

2.2 **Permits etc.**

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

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

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

2.4 **Approvals**

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

3. ENGINEER'S/PROCURING AGENCY'S REPRESENTATIVES

3.1 **Authorised Person**

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

does not include any allowance for profit.

Other Definitions

1.1.11 "Contractor's Equipment" means all machinery, apparatus and other things required for the execution of the Works but does not include Materials or Plant intended to form part of the Works.

1.1.12 "Country" means the Islamic Republic of Pakistan.

1.1.13 "Procuring Agency's Risks" means those matters listed in Sub-Clause 6.1.

1.1.14 "Force Majeure" means an event or circumstance which makes performance of a Party's obligations illegal or impracticable and which is beyond that Party's reasonable control.

1.1.15 "Materials" means things of all kinds (other than Plant) to be supplied and incorporated in the Works by the Contractor.

1.1.16 "Plant" means the machinery and apparatus intended to form or forming part of the Works.

1.1.17 "Site" means the places provided by the Procuring Agency where the Works are to be executed, and any other places specified in the Contract as forming part of the Site.

1.1.18 "Variation" means a change which is instructed by the Engineer/Procuring Agency under Sub-Clause 10.1.

1.1.19 "Works" means any or all the works whether Supply, Installation, Construction etc. and design (if any) to be performed by the Contractor including temporary works and any variation thereof.

1.1.20 "Engineer" means the person notified by the Procuring Agency to act as Engineer for the purpose of the Contract and named as such in Contract Data.

1.2 Interpretation

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

1.3 Priority of Documents

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

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8.2 **Taking-Over Notice**

Within fourteen (14) days of the receipt of the said notice of completion from the Contractor the Procuring Agency/Engineer shall either takeover the completed works and issue a Certificate of Completion to that effect or shall notify the Contractor his reasons for not taking-over the works. While issuing the Certificate of Completion as aforesaid, the Procuring Agency/Engineer may identify any outstanding items of work which the Contractor shall undertake during the Maintenances Period.

9. REMEDYING DEFECTS

9.1 **Remedying Defects**

The Contractor shall for a period stated in the Contract Data from the date of issue of the Certificate of Completion carry out, at no cost to the Procuring Agency, repair and rectification work which is necessitated by the earlier execution of poor quality of work or use of below specifications material in the execution of Works and which is so identified by the Procuring Agency/Engineer in writing within the said period. Upon expiry of the said period, and subject to the Contractor's faithfully performing his aforesaid obligations, the Procuring Agency/Engineer shall issue a Maintenance Certificate whereupon all obligations of the Contractor under this Contract shall come to an end.

Failure to remedy any such defects or complete outstanding work within a reasonable time shall entitle the Procuring Agency to carry out all necessary works at the Contractor's cost. However, the cost of remedying defects not attributable to the Contractor shall be valued as a Variation.

9.2 **Uncovering and Testing**

The Engineer/Procuring Agency may give instruction as to the uncovering and/or testing of any work. Unless as a result of an uncovering and/or testing it is established that the Contractor's design, materials, plant or workmanship are not in accordance with the Contract, the Contractor shall be paid for such uncovering and/or testing as a Variation in accordance with Sub-Clause 10.2.

10. VARIATIONS AND CLAIMS

10.1 **Right to Vary**

The Procuring Agency/Engineer may issue Variation Order(s) in writing. Where for any reason it has not been possible for the Procuring Agency/Engineer to issue such Variations Order(s), the Contractor may confirm any verbal orders given by the Procuring Agency/Engineer in writing and if the same are not refuted/denied by the Procuring Agency/Engineer within ten (10) days of the receipt of such confirmation the same shall be deemed to be a Variation Orders for the purposes of this Sub-Clause.

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

7. TIME FOR COMPLETION

7.1 Execution of the Works

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

7.2 Programme

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

7.3 Extension of Time

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

7.4 Late Completion

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

8. TAKING-OVER

8.1 Completion

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

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

5.2 **Responsibility for Design**

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

6. PROCURING AGENCY'S RISKS

6.1 **The Procuring Agency's Risks**

The Procuring Agency's Risks are:-

a) war, hostilities (whether war be declared or not), invasion, act of foreign enemies, within the Country;

b) rebellion, terrorism, revolution, insurrection, military or usurped power, or civil war, within the Country;

c) riot, commotion or disorder by persons other than the Contractor's personnel and other employees including the personnel and employees of Sub-Contractors, affecting the Site and/or the Works;

d) ionising radiations, or contamination by radio activity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radio-active toxic explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component of such an assembly, except to the extent to which the Contractor/Sub-Contractors may be responsible for the use of any radio-active material;

e) Pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds;

f) use or occupation by the Procuring Agency of any part of the Works, except as may be specified in the Contract;

g) late handing over of sites, anomalies in drawings, late delivery of designs and drawings of any part of the Works by the Procuring Agency's personnel or by others for whom the Procuring Agency is responsible;

h) a suspension under Sub-Clause 2.3 unless it is attributable to the Contractor's failure; and

11.3 **Interim Payments**

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

11.4 **Retention**

Retention money shall be paid by the Procuring Agency to the Contractor within fourteen (14) days after either the expiry of the period stated in the Contract Data, or the remedying of notified defects, or the completion of outstanding work, all as referred to in Sub-Clause 9.1, whichever is the later.

11.5 **Final Payment**

Within twenty one (21) days from the date of issuance of the Maintenance Certificate the Contractor shall submit a final account to the Engineer to verify and the Engineer shall verify the same within fourteen (14) days from the date of submission and forward the same to the Procuring Agency together with any documentation reasonably required to enable the Procuring Agency to ascertain the final contract value.

Within sixty (60) days from the date of receipt of the verified final account from the Engineer, the Procuring Agency shall pay to the Contractor any amount due to the Contractor. While making such payment the Procuring Agency may, for reasons to be given to the Contractor in writing, withhold any part or parts of the verified amount.

11.6 **Currency**

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

12. **DEFAULT**

12.1 **Defaults by Contractor**

If the Contractor abandons the Works, refuses or fails to comply with a valid instruction of the Engineer/Procuring Agency or fails to proceed expeditiously and without delay, or is, despite a written complaint, in breach of the Contract, the Procuring Agency may give notice referring to this Sub-Clause and stating the default.

If the Contractor has not taken all practicable steps to remedy the default within fourteen (14) days after receipt of the Procuring Agency's notice, the Procuring Agency may by a second notice given within a further twenty one (21) days, terminate the Contract. The Contractor shall then demobilize from the Site leaving behind any Contractor's Equipment which the Procuring Agency instructs, in the second notice, to be used for the completion of the Works at the risk and cost of the Contractor.

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Procuring Agency's Risk, it is necessary to change the Works, this shall be dealt with as a Variation subject to Contractor's notification for intention of claim to the Engineer/Procuring Agency within fourteen (14) days of the occurrence of cause.

10.6 **Variation and Claim Procedure**

The Contractor shall submit to the Engineer/Procuring Agency an itemised detailed breakdown of the value of variations and claims within twenty eight (28) days of the instruction or of the event giving rise to the claim. The Engineer/Procuring Agency shall check and if possible agree the value. In the absence of agreement, the Procuring Agency shall determine the value.

11. CONTRACT PRICE AND PAYMENT

11.1 (a) **Terms of Payments**

The amount due to the Contractor under any Interim Payment Certificate issued by the Engineer pursuant to this Clause, or to any other terms of the Contract, shall , subject to Clause 11.3, be paid by the Procuring Agency to the Contractor within 30 days after such Interim Payment Certificate has been jointly verified by Procuring Agency and Contractor, or, in the case of the Final Certificate referred to in Sub Clause 11.5, within 60days after such Final Payment Certificate has been jointly verified by Procuring Agency and Contractor,

Provided that the Interim Payment shall be caused in thirty (30) days and Final Payment in 60 days in case of foreign funded project. In the event of the failure of the Procuring Agency to make payment within 90 days then Procuring Agency shall pay to the Contractor compensation at the 28 days rate of KIBOR+2% per annum in local currency and LIBOR+1% for foreign currency, upon all sums unpaid from the date by which the same should have been paid.

(b) **Valuation of the Works**

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

11.2 **Monthly Statements**

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

a) the value of the Works executed less to the cumulative amount paid previously; and
b) value of secured advance on the materials and valuation of variations (if any).

The Contractor shall submit each month to the Engineer/Procuring Agency a statement showing the amounts to which he considers himself entitled.

10.2 **Valuation of Variations**

Variations shall be valued as follows:

a) at a lump sum price agreed between the Parties, or

b) where appropriate, at rates in the Contract, or

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

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

e) if the Engineer/Procuring Agency so instructs, at day work rates set out in the Contract Data for which the Contractor shall keep records of hours of labour and Contractor's Equipment, and of Materials, used.

10.3 **Changes in the Quantities.**

a) If the final quantity of the work done differs from the quantity in the Bill of Quantities for the particular item by more than 25 percent, provided the change exceeds 1 percent of the Initial Contract Price, the Procuring Agency/Engineer shall adjust the rate to allow for the change and will be valued as per sub clause 10.2.

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

c) If requested by the Engineer, the contractor shall provide the Engineer with a detailed cost breakdown of any rate in the Bill of Quantities.

10.4 **Early Warning**

The Contractor shall notify the Engineer/Procuring Agency in writing as soon as he is aware of any circumstance which may delay or disrupt the Works, or which may give rise to a claim for additional payment.

To the extent of the Contractor's failure to notify, which results to the Engineer/Procuring Agency being unable to keep all relevant records or not taking steps to minimise any delay, disruption, or Cost, or the value of any Variation, the Contractor's entitlement to extension of the Time for Completion or additional payment shall be reduced/rejected.

10.5 **Valuation of Claims**

If the Contractor incurs Cost as a result of any of the Procuring Agency's Risks, the Contractor shall be entitled to the amount of such Cost. If as a result of any

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remedy, effect insurance for the cover relevant to such as a default and pay the premiums due and recover the same plus a sum in percentage given in Contractor Data from any other amounts due to the Contractor.

15. RESOLUTION OF DISPUTES

15.1 Engineer's Decision

If a dispute of any kind whatsoever arises between the Procuring Agency and the Contractor in connection with the works, the matter in dispute shall, in the first place, be referred in writing to the Engineer, with a copy to the other party. Such reference shall state that it is made pursuant to this Clause. No later than the twenty eight (28) days after the day on which he received such reference, the Engineer shall give notice of his decision to the Procuring Agency (Superintending Engineer) and the Contractor.

Unless the Contract has already been repudiated or terminated, the Contractor shall, in every case, continue to proceed with the work with all due diligence, and the Contractor and the Procuring Agency (Superintending Engineer)shall give effect forthwith to every such decision of the Engineer unless and until the same shall be revised, as hereinafter provided in an arbitral award.

15.2 Notice of Dissatisfaction

If a Party is dissatisfied with the decision of the Engineer of consultant or if no decision is given within the time set out in Sub-Clause 15.1 here above, the Party may give notice of dissatisfaction referring to this Sub-Clause within fourteen (14) days of receipt of the decision or the expiry of the time for the decision. If no notice of dissatisfaction is given within the specified time, the decision shall be final and binding on the Parties. If notice of dissatisfaction is given within the specified time, the decision shall be binding on the Parties who shall give effect to it without delay unless and until the decision of the Engineer is revised by an arbitrator.

If a contractor is dissatisfied with the decision of the Engineer of the department or decision is not given in time then he can approach Superintending Engineer within 14 days, in case of dissatisfaction with decision of Superintending Engineer or not decided within 28 days, then arbitration process would be adopted as per clause 15.3.

15.3 Arbitration

A dispute which has been the subject of a notice of dissatisfaction shall be finally settled as per provisions of Arbitration Act 1940 (Act No. X of 1940) and Rules made there under and any statutory modifications thereto. Any hearing shall be held at the place specified in the Contract Data and in the language referred to in Sub-Clause 1.5.

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of the Works from the Commencement Date until the date of the Procuring Agency's/Engineer's issuance of Certificate of Completion under Sub-Clause 8.2. Responsibility shall then pass to the Procuring Agency. If any loss or damage happens to the Works during the above period, the Contractor shall rectify such loss or damage so that the Works conform with the Contract.

Unless the loss or damage happens as a result of any of the Procuring Agency's Risks, the Contractor shall indemnify the Procuring Agency, or his agents against all claims loss, damage and expense arising out of the Works.

13.2 **Force Majeure**

If Force Majeure occurs, the Contractor shall notify the Engineer/Procuring Agency immediately. If necessary, the Contractor may suspend the execution of the Works and, to the extent agreed with the Procuring Agency demobilize the Contractor's Equipment.

If the event continues for a period of eighty four (84) days, either Party may then give notice of termination which shall take effect twenty eight (28) days after the giving of the notice.

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

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

b) the cost of his demobilization, and

c) less any sums to which the Procuring Agency is entitled.

The net balance due shall be paid or repaid within thirty five (35) days of the notice of termination.

14. INSURANCE

14.1 **Arrangements**

The Contractor shall, prior to commencing the Works, effect insurances of the types, in the amounts and naming as insured the persons stipulated in the Contract Data except for items (a) to (e) and (i) of the Procuring Agency's Risks under Sub-Clause 6.1. The policies shall be issued by insurers and in terms approved by the Procuring Agency. The Contractor shall provide the Engineer/Procuring Agency with evidence that any required policy is in force and that the premiums have been paid.

14.2 **Default**

If the Contractor fails to effect or keep in force any of the insurances referred to in the previous Sub Clause, or fails to provide satisfactory evidence, policies or receipts, the Procuring Agency may, without prejudice to any other right or

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12.2 **Defaults by Procuring Agency**

If the Procuring Agency fails to pay in accordance with the Contract, or is, despite a written complaint, in breach of the Contract, the Contractor may give notice referring to this Sub-Clause and stating the default. If the default is not remedied within fourteen (14) days after the Procuring Agency's receipt of this notice, the Contractor may suspend the execution of all or parts of the Works.

If the default is not remedied within twenty eight (28) days after the Procuring Agency's receipt of the Contractor's notice, the Contractor may by a second notice given within a further twenty one (21) days, terminate the Contract. The Contractor shall then demobilise from the Site.

12.3 **Insolvency**

If a Party is declared insolvent under any applicable law, the other Party may by notice terminate the Contract immediately. The Contractor shall then demobilise from the site leaving behind, in the case of the Contractor's insolvency, any Contractor's Equipment which the Procuring Agency instructs in the notice is to be used for the completion of the Works.

12.4 **Payment upon Termination**

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

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

b) any sums to which the Procuring Agency is entitled,

c) if the Procuring Agency has terminated under Sub-Clause 12.1 or 12.3, the Procuring Agency shall be entitled to a sum equivalent to twenty percent (20%) of the value of parts of the Works not executed at the date of the termination, and

d) if the Contractor has terminated under Sub-Clause 12.2 or 12.3, the Contractor shall be entitled to the cost of his demobilisation together with a sum equivalent to ten percent (10%) of the value of parts of the works not executed at the date of termination.

The net balance due shall be paid or repaid within twenty eight (28) days of the notice of termination.

13. RISKS AND RESPONSIBILITIES

13.1 **Contractor's Care of the Works**

Subject to Sub-Clause 9.1, the Contractor shall take full responsibility for the care

2.1 **Provision of Site:** On the Commencement Date

3.1 **Authorized person:** _____

3.2 **Name and address of Engineer's/Procuring Agency's representative**

_____

4.4 **Performance Security:**

Amount_____

Validity_____

(Form: As provided under Standard Forms of these Documents)

5.1 **Requirements for Contractor's design (if any):**

Specification Clause No's_____

7.2 **Programme:**

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

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

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

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

7.5 **Early Completion**

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

9.1 **Period for remedying defects**

_____

_____

10.2 (e) **Variation procedures:**

Day work rules_____

_____(details)

11.1 **Terms of Payments**

a) Mobilization Advance

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

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CONTRACT DATA

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

Sub-Clauses of
Conditions of Contract

1.1.3 Procuring Agency's Drawings, if any
(To be listed by the Procuring Agency)

1.1.4 **The Procuring Agency** means

_____

_____

1.1.5 **The Contractor** means

_____

_____

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

1.1.9 **Time for Completion** _____ days

(The time for completion of the whole of the Works should be assessed by the Procuring Agency)

1.1.20 **Engineer (mention the name along with the designation including whether he belongs to department or consultant) and other details**

_____

_____

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

(a) The Contract Agreement
(b) Letter of Acceptance
(c) The completed Form of Bid
(d) Contract Data
(e) Conditions of Contract
(f) The completed Schedules to Bid including Schedule of Prices
(g) The Drawings, if any
(h) The Specifications
(i) _____
(j) _____

(The Procuring Agency may add, in order of priority, such other documents as form part of the Contract. Delete the document, if not applicable)

16 INTEGRITY PACT

16.1 If the Contractor or any of his Sub-Contractors, agents or servants is found to have violated or involved in violation of the Integrity Pact signed by the Contractor as Schedule-F to his Bid, then the Procuring Agency shall be entitled to:

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

On termination of the Contract under Sub-Para (b) of this Sub-Clause, the Contractor shall demobilize from the site leaving behind Contractor's Equipment which the Procuring Agency instructs, in the termination notice, to be used for the completion of the works at the risk and cost of the Contractor. Payment upon such termination shall be made under Sub-Clause 12.4, in accordance with Sub-Para (c) thereof, after having deducted the amounts due to the Procuring Agency under Sub-Para (a) and (c) of this Sub-Clause.

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11.3 **Percentage of retention*:** *five (5%)*

11.6 **Currency of payment:** Pak. Rupees

14.1 **Insurances:** *(Procuring Agency may decide, keeping in view the nature and the scope of the work)*

Type of cover

The Works

Amount of cover

The sum stated in the Letter of Acceptance plus fifteen percent (15%)

Type of cover

Contractor's Equipment:

Amount of cover

Full replacement cost

Type of cover

Third Party-injury to persons and damage to property

_____

(The minimum amount of third party insurance should be assessed by the Procuring Agency and entered).

Workers:

_____

_____

Other cover*:

_____

(In each case name of insured is Contractor and Procuring Agency)

14.2 **Amount to be recovered**

Premium plus _____ percent (___ %)

15.3 **Arbitration****

Place of Arbitration:_____

* *(Procuring Agency to specify as appropriate)*

** *(It has to be in the Province of Sindh)*

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

(viii) Detailed account of advances must be kept in part II of running account bill, 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 definitely not for full quantities of materials for the entire work/contract

(b) Recovery of Secured Advance:

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

(ii) As recoveries are made the outstanding accounts of the items concerned in Part II should be reduced b making deduction entries in the column; "deduct quantity utilized in work measured since previous bill," equivalent to the quantities of materials used by the contractor on items of work shown as executed in part I of the bill.

(c) Interim payments: The Contractor shall submit to the Engineer monthly statements of the estimated value of the work completed less the cumulative amount certified previously.

(i) The value of work completed comprises the value of the quantities of the items in the Bill of Quantities completed.

(ii) value of secured advance on the materials and valuation of variations (if any)

(iii) Engineer may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.

(v) Retention money and other advances are to be recovered from the bill submitted by contractor.

11.2 *(a) **Valuation of the Works:**

i) Lump sum price_____(details), or

ii) Lump sum price with schedules of rates _____ (details), or

iii) Lump sum price with bill of quantities_____(details), or

iv) Re-measurement with estimated/bid quantities in the Schedule of Prices or on premium above or below quoted on the rates mentioned in CSR _____(details), or/and

v) Cost reimbursable_____(details)

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

(ii) Contractor will pay interest on the mobilization advance at the rate of 10% per annum on the advance; and

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

OR

2) **Secured Advance on Materials**

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

(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 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;

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the entire sum be paid immediately to the said Procuring Agency for delayed completion and not as penalty for the successful bidder's failure to perform.

NOW THEREFORE, if the successful bidder shall, within the period specified therefore, on the prescribed form presented to him for signature enter into a formal Contract Agreement with the said Procuring Agency in accordance with his Bid as accepted and furnish within fourteen (14) days of receipt of Letter of Acceptance, a Performance Security with good and sufficient surety , as may be required, upon the form prescribed by the said Procuring Agency for the faithful performance and proper fulfilment of the said Contract or in the event of non-withdrawal of the said Bid within the time specified then this obligation shall be void and of no effect, but otherwise to remain in full force and effect.

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

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

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

_____
Guarantor (Bank)

Witness:

1. _____

_____
Corporate Secretary (Seal)

2. _____

_____
(Name, Title & Address)

1. Signature _____

2. Name _____

3. Title _____

Corporate Guarantor (Seal)

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FORM OF BID SECURITY
(Bank Guarantee)

Guarantee No _____
Executed on _____

(Letter by the Guarantor to the Procuring Agency)

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

Name of Principal (Bidder) with address: _____

_____

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

_____

Bid Reference No. _____ Date of Bid _____

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

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the accompanying Bid numbered and dated as above for _____ (Particulars of Bid) to the said Procuring Agency; and

WHEREAS, the Procuring Agency has required as a condition for considering the said Bid that the Principal furnishes a Bid Security in the above said sum to the Procuring Agency, conditioned as under:

(1) that the Bid Security shall remain valid for a period of twenty eight (28) days beyond the period of validity of the bid;

(2) that in the event of;

(a) the Principal withdraws his Bid during the period of validity of Bid, or

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

(c) failure of the successful bidder to

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

(ii) sign the proposed Contract Agreement, in accordance with Sub-Clauses IB-20.2 & 20.3 of Instructions to Bidders.

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STANDARD FORMS

(Note: Standard Forms provided in this document for securities are to be issued by a bank. In case the bidder chooses to issue a bond for accompanying his bid or performance of contract or receipt of advance, the relevant format shall be tailored accordingly without changing the spirit of the Forms of securities).

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FORM OF CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT (hereinafter called the "Agreement") made on the ____ day of _____ 200 _____ between _____ (hereinafter called the "Procuring Agency") of the one part and _____ (hereinafter called the "Contractor") of the other part.

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

NOW this Agreement witnesseth as follows:

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 Letter of Acceptance;
   (b) The completed Form of Bid along with Schedules to Bid;
   (c) Conditions of Contract & Contract Data;
   (d) The priced Schedule of Prices/Bill of quantities (Rs/$);
   (e) The Specifications; and
   (f) The Drawings

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 within the provisions of the Contract.

4. The Procuring Agency hereby covenants to pay the Contractor, in consideration of the execution and completion of the Works as per provisions of the Contract, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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be received by us within the validity period of this Guarantee, failing which we shall be discharged of our liability, if any, under this Guarantee.

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

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

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

_____
Guarantor (Bank)

Witness:

1. _____

_____
Corporate Secretary (Seal)

2. _____

_____
(Name, Title & Address)

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

_____
Corporate Guarantor (Seal)

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FORM OF PERFORMANCE SECURITY
(Bank Guarantee)

Guarantee No._____
Executed on _____
Expiry Date

(Letter by the Guarantor to the Procuring Agency)

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

Name of Principal (Contractor) with address:_____
_____

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

Letter of Acceptance No._____ Dated _____

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

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

_____ (Name of Project).

NOW THEREFORE, if the Principal (Contractor) shall well and truly perform and fulfill all the undertakings, covenants, terms and conditions of the said Documents during the original terms of the said Documents and any extensions thereof that may be granted by the Procuring Agency, with or without notice to the Guarantor, which notice is, hereby, waived and shall also well and truly perform and fulfill all the undertakings, covenants terms and conditions of the Contract and of any and all modifications of the said Documents that may hereafter be made, notice of which modifications to the Guarantor being hereby waived, then, this obligation to be void; otherwise to remain in full force and virtue till all requirements of Clause 9, Remedying Defects, of Conditions of Contract are fulfilled.

Our total liability under this Guarantee is limited to the sum stated above and it is a condition of any liability attaching to us under this Guarantee that the claim for payment in writing shall

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This Guarantee shall come into force as soon as the advance payment has been credited to the account of the Contractor.

This Guarantee shall expire not later than _____

by which date we must have received any claims by registered letter, telegram, telex or telefax.

It is understood that you will return this Guarantee to us on expiry or after settlement of the total amount to be claimed hereunder.

_____

Guarantor (Scheduled Bank)

Witness:

1. _____

_____

Corporate Secretary (Seal)

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

2. _____

_____

(Name, Title & Address)

_____

Corporate Guarantor (Seal)

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MOBILIZATION ADVANCE GUARANTEE

Guarantee No. _____

Executed on _____

(Letter by the Guarantor to the Procuring Agency)

WHEREAS the _____ (hereinafter called the Procuring Agency) has entered into a Contract for _____

_____

_____ (Particulars of Contract), with _____

_____ (hereinafter called the Contractor).

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

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

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

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

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

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

Signature of the Contactor	Signature of the Procuring Agency
_____	_____
(Seal)	(Seal)
Signed, Sealed and Delivered in the presence of:	
Witness:	Witness:
_____	_____
(Name, Title and Address)	(Name, Title and Address)

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percent per annum from the date or respective dates of such advance or advances to the date or repayment and with all costs, charges, damages and expenses incurred by the Government in or for the recovery thereof or the enforcement of this security or otherwise by reason of the default of the Contractor and any moneys so becoming due and payable shall constitute a debt due from the Contractor to the Government and the Contractor hereby covenants and agrees with the Government to repay and the same respectively to it accordingly

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

Once therewith the Government may at any time thereafter adopt all or any of following courses as it may deem best ;-

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

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

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

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

(10) That in the event of any conflict between the provisions of these presents and the said agreement the provisions of these presents shall prevail and in the event of any dispute or difference arising over the construction or effect of these presents the settlement of which has not been hereinbefore expressly provided for the same shall be referred to the Superintending Engineer ..... Circle whose ..... decision shall be final and the provisions of the Indian Arbitration Act for the time being in force so far as they are applicable shall apply to any such reference.

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(2) That the materials detailed in the said Running Account Bill (B) which have been
Fin R Form No. 17-A
Offered to and accepted by the Government as security for the said amount are absolutely by the Contractors own property free from encumbrances of any kind and the Contractor will not make any application for or receive a further advance on the security of materials which are not absolutely his own property and free from encumbrances of any kind and the contractor hereby agrees, at all times, to indemnify and save harmless the Government against all claims whatsoever to any materials in respect of which an advance has been made to him as aforesaid

(3) That the said materials detailed in the said Running Account Bill (B) and all other
Fin. R. Form No. 17-A
Materials on the security of which any further advance or advances may hereafter be made as aforesaid (hereinafter called the said materials) shall be used by the Contractor solely in *the* execution of the said works in accordance with the directions of the Divisional Officer - - -

INDENTURE FOR SECURED ADVANCES.

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

This INDENTURE made the ..... day of ..... ----- ..... ----------.....-197--"- BETWEEN (hereinafter called "the Contractor" which expression shall where the context so admits or implied be deemed to include his heirs, executors, administrators and assigns) of the one part and THE GOVERNOR OF SINDH (hereinafter called "the Government" of the other part)

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

(Here enter (the description of the works).[1]

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

Fin R.Form 17 A

on---------- ..... — and on such covenants and conditions as are hereinafter contained and the Government has reserved to itself the option of making 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 WITNESSETH that in pursuance of the said agreement and in consideration of the sum of Rupees..... ..... —..... (Rs. ------ ..... -----) on or before the execution of these presents paid to the Contractor by the Government (the receipt whereof the Contractor doth hereby acknowledge) and of such further advances (if any) as may be made to him as aforesaid (all of which advances are hereinafter collectively referred to as the said amount) the Contractor doth hereby assign unto the Government the said materials by way of security for the said amount

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

(1) That the said sum of Rupees .....-..... ----------..... ---------- (RE. ----------) so advanced by the Government to the Contractor as aforesaid and all or any further sum or sums which may be advanced aforesaid shall be employed by the contractor in or towards expending the execution of the said works and for no other purpose whatsoever.

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10. Construction Methods 10
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Concrete and Reinforcement **Page No.**

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SPECIFICATION

GENERAL SPECIFICATION

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In witnesses whereof the* ---------.....on behalf of the Governor of Sindh and the said.....---.....-.....--have hereunto set their respective hands and seals the day and first above written.

Signed, sealed and delivered by* In the presence of

Seal
1st witness 2nd witness

Signed, sealed and delivered by* In the presence of

Seal
1st Witness 2nd witness

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mains, if available in the vicinity, as per commercial tariff applicable per 1000 gallons duly metered.

8. MEETING AND REPORTS.

Representative of the contractor shall attend monthly progress meeting at the offices of the Engineer concern. In addition, approved representatives of the of the contractor shall attend further meetings in cases of emergencies or for other reasons when called upon by the employer / engineer concern.

The contractor shall submit to the Engineer concern each month a report on his progress in the performance of the contract. The report shall include a copy of the approved programs with the current progress for each activity shown. No separate payment shall be made for this item. THE PROGRAMME SHOULD BE UPDATED TO SHOW HOW COMPLETION WILL BE ACHIEVED IF THEY ARE BEHIND PROGRAMME.

9. Contract Sign Board.

The contractor shall supply and erect contract signboards at location agreed by the engineer concern.

10. LEVEL DATUM.

All level stated shall be related to bench-marks established for design and shown on Drawing (Plan & Profile).

11. CONTAMINATION AND WATER SUPPLIES.

Before any person is engaged on work involving a risk to the purify of potable water supplies or deemed to involve such a risk by the engineer concern, he shall be tested to indicate that he is not a carrier of typhoid or other waterborne disease and he shall be informed of the dangers of contamination. The contractor shall notify the Engineers concern of any person who has been certified by a doctor as a suffering from an illness associated with the looseness of the bowels, and no such person shall be employed on such work until the employer's medical adviser is satisfied that it is safe for him to be so employed.

The Contractor shall comply with the provision of National Environmental Quality standards in the operation and management of his work.

The Contractor shall not run tracked or unsprang vehicles on surfaced roads without the express approval of the Engineer who may require that planking or some other protective material be used to protect the road surface.

12. EXISTING INSTALLATIONS

The Contractor shall execute the Works in such a manner as to avoid interruption and interference with the operation of the existing water and sewerage conveyance system,

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(a) The sequence of each activity, the proposed start and completion dates of each activity, the rate of progress and the cumulative quantity or percentage of work expected to be achieved on each activity.

The program shall also include details of the following;

(a) A statement giving the numbers and categories of supervisory and technical staff and skilled and unskilled workers to be employed on the works.

(b) A list and type details of major constructional plant (including vehicles) which the contractor proposes to engage on the works.

(c) The contractor shall submit to the engineer concerned for his approved detailed method statements for executing all major activities including but not limited to:

- Setting out of works.
- Excavation of dewatering.
- Disposal of suitable and unsuitable excavated materials.
- Concrete mixing, placing, compaction, finishing, curing.
- Backfilling.
- Placing reinforcement, forming construction and expansion joints and treatment.
- Laying and jointing of pipes.
- Materials and equipment to be used.
- Expected daily or weekly production and time required for completion.

(d) Details of the programme for the works (other than replacement & re-construction work) from the date of receipt of the engineer concern order to commence the works including a complete resources allocation showing the number of units and allotted time for each unit of constructional plant, materials and labor allocated to each part of the works.

6. Permit & Permission.

The contractor shall bring in the knowledge to Engineer concern sufficiently in advance about the permit and permission required from other agency / office, to enable the Engineer's Concern to make such arrangements. The contractor shall not commence any important part of work without the approval of the engineer concern.

7. WATER AND ELECTRICITY SUPPLY.

The contractor shall at his own cost make arrangement for the supply of water and electricity for the purposes of the works. The Employer may allow us of water from its

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The work under the contract comprises of laying pipes and other civil, Electrical & Mechanical Works as shown in drawings & included in bill of quantities.

1. STANDARD SPECIFICATION.

Plant, material and workmanship shall comply with the requirements of British standard and Codes of Practice current at the time of bid.

All materials and workmanship not covered by code of practice or approved alternative shall be of such kind as is used in first class work and suitable for the climate in the area where the works are to be constructed, for which Engineer incharge's decision shall be binding.

2. Drawings.

Drawing which form part of the contract are attached in the contract Documents.

3. Record Drawings.

Within twenty-eight days of the issue of certificate of Completion, the contractor shall provide copies and drawings amended to comply with the work as built. These drawing shall include.

- General arrangement drawing of the structure, pipelines and other works.
- Longitudinal sections of the pipes and chamber's location (other then replacement or re-construction work) shall be as shown on the issued Drawings or as agreed by the Engineer Incharge.

4. MATERIAL AND SUPPLIERS OF MATERIALS.

Before ordering materials of any description intended for the works, the contractor shall obtain approval of the Engineer concern the name of the makers or suppliers proposed, a specification of the materials and details of their place of manufacture.

Materials used in the works which are, or can be in contact with the untreated waste water shall be suitable for such use and shall not contain any matter which could react with the organic and inorganic matter present in the waste water resulting any damaged deteriorating of the works and shall be in accordance with the standard for conveyance system of waste water.

5. PROGRAMME.

Before commencing the work the contractor shall submit to the engineer concerned for his approval a programme showing the order in which the proposes to carry out the works. The programme shall be in the form of a bar chart, or any other form as may be agreed by the engineer concerned, and shall clearly indicate the following.

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... of stationery shall be allowed to come neare. than 1.5 m of the existing water, gas and sewage conveyance Pipeline/ structures. For this purpose such structures and pipelines shall be protected by erecting warning fence or barricades.

The Contractor shall fill and make good with appropriate materials those cavities and losses of soil which result from cleanng the parts of the Site not subsequently to be occupied by the Works.

3. CONDITION OF SITE

The Contractor shall maintain the Site in a neat, tidy and healthy condition for the whole of such time as he is responsible for the care of the Works

4. PERMITS

The Contractor shall be fully responsible for obtaining necessary permits and permissions, except those normally obtained by the Employer or Engineer, prior to commencement of the Works.

5. COSTS

The costs for complying with this section of specification shall not be paid separately and shall be included in the Contractor's rates and prices of the Bill of Quantities unless other wise specified or provided for in the Bill of Quantities.

CHAPTER 3 - EARTHWORKS

1. EXCAVATION IN ROADS

Excavation in or across roads and streets shall be carried out with the permission of and in accordance with the operating procedure of the concerned road or Highway Agency/ Department.

2. SUPPORTING EXCAVATIONS

The sides of excavations shall be adequately supported at all times and, except where described in or permitted under the Contract, shall not be battered.

3. SAFETY OF EXCAVATION AND ADJACENT STRUCTURES.

The proposed Trunk Sewers of different sections are to be laid in the vicinity the existing services / structures. The Contractor shall provide support necessary to ensure the stability of the excavation and the existing services and other structures.

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All construction concerning works in, or access to, the main road / Shahrah shall be carried out in co-operation with the roads and police authorities. The Engineer shall be informed of any requirements of, or arrangements made with, the roads and police authorities.

Where the diversion or closure of any existing carriageway, foot way or public rights of way is temporarily necessitated by the Works, then an alternative shall be provided and maintained which shall be operational before any interference with the existing way takes place.

Emergency vehicle access to all properties shall be maintained at all times.

18. COSTS

The costs for complying with this section of specification and for all other works and services specified in the Specifications or shown on Drawings and for which there is no separate item in the Bill of Quantities, no separate payment shall be made directly and the cost thereof shall be deemed to be included in the unit rates and prices of other items in the Bill of Quantities.

CHAPTER 2- THE SITE

1. SITE

The extent of the Site is defined in specifications and the drawings. The Contractor shall not use the Site for any purpose not required by the Contract.

2. CLEARANCE AND REINSTATEMENT OF SITE.

The Contractor shall clear the Site of all vegetation, trees, hutments, obstructions, temporary structures, any organic / inorganic waste, heaps, dumps etc. to the extent required by the Engineer Concern for checking the setting-out) The Contractor shall also ensure that the parts of the Site to be occupied by the Works are clear and maintain the remainder of the Site as may be required for access and Works areas.

Work along roads shall not obstruct the traffic or block access to properties Where required temporary diversion with safety signs and warning lights shall be provided in consultation with the concerned roads department/agency.)

The Contractor shall remove the material arising from site clearance and dispose off it in a manner and at a location, away from the site and Inhabitant areas, no obstruction shall be caused to the existing traffic and adjacent properties and no excavated material shall be dumped or stock pile at site but removed directly to disposal areas identified by the Contractor, to the approval of the Engineer.

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pumping stations and distribution systems, roads, highways existing quarters and mosque located adjacent to the Site.

Access to the existing facilities, private or public properties and businesses shall be maintained, to the satisfaction of the Engineer concern.

The Contractor shall ensure that no earth, debris or rock is deposited on existing conduits, structures, public or private roads or rights of way as a result of the Works and all vehicles leaving the Site shall be cleaned accordingly.

The Contractor shall be responsible for the safety and security of existing services encountered during the course of execution of works and any damage to existing installation and services due to Contractor's operations shall be made good at his risk and cost. The Contractor shall gather the information of all services which require protection and relocations, falls within the area of works, from SSGC, KESC, PTCL, KW&SC, Local, Provincial and National Authorities responsible for the roads and highways along or across the site and any other agencies. The contractor shall strictly comply with the safety and precautions requirements as deemed necessary by the owner of the services.

13. UNITS OF MEASUREMENT

All designs, drainage, specifications and manuals shall use FPS (lbs, ft,s) units and all measurements, dimensions and performance data shall be quoted in those units.

14. LANGUAGES

All drawings, instructions, signs, notices, name-plates etc. for use in the operation and maintenance of the completed works shall be in English.

Warning signs shall be in Urdu and English.

15. SITE INVESTIGATION RECORDS

The site investigation if deemed necessary by the Engineer, during the execution of the work shall be carried out by the Contractor, as provided for in the Contract.

16. SAFETY AND ENVIRONMENTAL REGULATIONS ON SITE.

The Contractor shall comply with all statutory and other regulations concerning the safety of his site staff, operatives, staff of the Employer and members of the public and protection of Environment, as a result of his operations.

17. TRAFFIC REQUIREMENTS

There shall be full compliance with the code of practice 'Safety at Street Works and Road Works. Additionally, there shall be full compliance with the relevant provisions of the Traffic Safety Measures for Road Works, as continued in the Traffic Signs Manual.

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(b) AGGREGATES

Find aggregates shall consist of natural sand, while course aggregates for single sized aggregates to the nominal maximum size for the class of concrete shall be made up of 40mm, 20mm & 10mm single sized. (Where 40 mm nominal maximum size coarse aggregate is specified it shall consist of a mix of 40 mm single sized aggregate, 20 mm single sized aggregate and 10 mm single sized aggregate).

(c) REINFORCEMENT

All reinforcement shall be mild steel deformed bars confirming to ASTM. The reinforcement at the time of incorporation in the works shall be clean and free from damages, oil or grease, loose rust or mill scale.

The contractor shall place and fixed steel reinforcement accurately in the position show on drawing and shall ensure that it remains rigidly in that position during the placing of concrete.

(d) LEAN CONCRETE.

Lean concrete shall consist of ordinary portland cement and combined course and find aggregate mixed in the proportion by dry weight of one part of cement to twelve parts of aggregate. The amount of free water in the mix shall be about 06% of the total dry weight of material.

CHAPTER NO.5

1. MEETINGS AND REPORTS

Approved representative of the contractor shall attend meetings at the office of the Engineer's Concern, when called upon, for the purposes of contract administration. Such meeting, unless otherwise agreed, shall not be less frequent than once a month.

2. I.T. FACILITATION

Contractor shall provide IT resource person with instrument / devices. The resource shall remain available with XEN (concerned) on full time basis. The contractor shall supply digital soft copies and color positive prints of photographs, not less than 200 mm by 225 mm size of such portion of the work in progress and completed. The soft copies of each photograph shall be delivered to the Engineer concern with the prints. No prints from these soft copies shall be supplied to anyone without the written permission of the engineer concern.

Video recording shall be taken for uploading on Social Media Sites through the Engineer concern. Uploading cost shall be borne by the contractor accordingly.

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material prior to and during compaction so the its moisture content lies within a range of values suitable for the fill material.

8. DISPOSAL OF SURPLUS MATERIAL

Surplus material shall be disposed of away from site. No surplus material shall be left at site / work place or dumped in the beds of river, drains and channels.

9. SURPLUS MATERIAL DUMPS

Surplus materials may be dumped at sites designated by Local Authorities/ City Govt for the purpose and according to their instruction.

10 CONSTRUCTION METHODS

Laying of pipes shall be carried out using only suitable excavation equipment / machinery of such types and in such numbers as is appropriate to a contract of the scale and complexity of this Contract. Use of vibratory or pneumatic equipment for excavation is not permitted unless specifically permitted by the Engineer Incharge. The heavy earthmoving equipment shall not be brought within a distance of 1.2 meter from the face of the existing / sewer conduit/ service and no equipment shall be allowed over these. Full details of the Contractor's proposed method of working and earth moving plant shall be provided in case of deployment of heavy machineries.

11 ROCK

During laying of pipes where rock is required to be excavated, before commencement of excavation in rock the Contractor shall demonstrate to the satisfaction of the Engineer his inability to excavate without resort to heavy percussion tools complete with rock bits, or hydraulic wedges. Where reasonable progress can be made with the aid of ripping tools the material will not be considered to be rock.

Use of jack hammers, and vibratory tools in proximity of existing services/structures shall only be allowed by the Engineer after determining the contractor inability to excavate such portion with the aid of ripping tools, all at the risk of contractor.

CHAPTER-4

1. CONCRETE AND REINFORCEMENT.

(a) CEMENT

Unless otherwise specified the cement used in the works shall be ordinary Portland cement (OPC). Complying with BS EN 197-1:2000, for the site shall be deemed to be at a tropical climate. The contractor shall obtained approval from engineer's concern for the use of cement at site.

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4. SLIPS, FALLS AND EXCESS EXCAVATION.

The Contractor shall prevent slips and falls of material from the sides of the excavation.

The Contractor should make sure the availability of adequate resources at site to deal with any slips or falls situation. In the event of slips or falls occurring in the excavations, and where excavations are made in excess of the dimensions of the works, the voids so formed shall be filled by the Contractor. When such voids, in the opinion of the Engineer Incharge, may affect the stability of the ground for the support of the works, or of the adjacent structures and services, the Contractor shall fill the void solid with lean concrete. In other cases the Contractor shall fill the voids with selected excavated material placed and compacted to the approval of the Engineer Incharge. No additional cost shall be made for material fill to protect trench.

There shall be no additional payments for preventing slips, falls and excess excavation, beyond the excavation pay-line shown on drawings, and it deemed to be covered in relevant BOQ pay item for excavation.)

5. DEWATERING.

The Contractor shall keep all concrete works and pipeline excavation clear of water during construction. Water shall not be allowed to pond anywhere within excavations, Any drainage sumps required shall, where practicable, be sited outside the area excavated for the Works and shall be refilled with appropriate material to the level of the adjacent permanent works. The method of keeping excavations clear of water, dewatering, and disposal of water, shall be followed as directed by the Engineer concern.

The Contractor shall ensure that sufficient standby pumps are on Site at all times to avoid any interruption in continuity of the dewatering.

6. BACKFILL AND FILL

Unless otherwise specified or approved the material used for backfill and fill shall be material selected from the excavated material of particle size not exceeding 100 mm.

Backfilling shall not commence until the Works to be covered and after approval has been given by the Engineer for filling or backfilling to commence, the operation shall start immediately and shall continue until the work is completed in the part of the Works for which the approval is given.

7. COMPACTION OF FILL AND BACKFILL.

The Contractor shall deposit fill or backfill in layers of uniform depth not exceeding 200 mm thick and shall compact it by methods and with the use of such Constructional Plant as are necessary to achieve the degree of compaction specified.

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*DRAWINGS

*(Note: *The Engineer/Procuring Agency may incorporate specific Drawings for Bidding purposes only or may include the detailed drawings in a separate volume, if necessary).*

SPECIFICATIONS

[Note for Preparing the Specifications]

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

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

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

Sample Clause: Equivalency of Standards and Codes

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

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Lyari Water South-A
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The Contractor shall make available one digital camera with built in GPS, 20 X optical Zoom with 32 GB memory card for the sole use at site for the purpose of the project video recording + photographs all at his cost.

3. SURVEYING INSTRUMENTS AND SURVEYORS

The contractor shall provide and maintain the following minimum survey equipment on site for the sole use at site till the duration of the contract.

- Automatic Level.
- Level Staff.
- Ranging Rods.
- Tripod stand.
- Measuring steel Tape 100 ft.

The Contractor shall provide a competent and experienced surveyor with two assistants and necessary labor for the survey work.

The Contractor shall not be entitled to separate payment for the provision of the above equipment services, survey staff and their transport.

4. TRANSPORT.

The contractor shall provide vehicle (Crane Mounted Loading vehicle), round the clock at the disposal of engineer's concerned.

Necessary skilled and un-skilled labor & supervisor available on vehicle. The provision of I.T equipments for video recording / photography of the work or part of the Work, shall also available with vehicle.

Insurance for vehicle amount be comprehensive and includes, periodical maintenance / part replacement, if required and fuel, with wages of Driver & cleaner.

5. COST.

The cost for complying with engineer concern's Requirement is having no separate item in the bill of Quantities. No separate payment shall be made directly and the cost thereof shall be deemed to be included in the unit rates and prices of other items in the bill of quantities.

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STANDARD BIDDING DOCUMENTS

PROCURMENT OF WORKS
(THROUGH WEB SITE)

UNDER WEBSITE CLAUSE-17 (i) OF SPPRA-2010 (AMENDED-2021)

NAME OF WORK

ANNUAL REPAIRING / REPLACEMENT OF 4", 6", 8" DIA SLUICE VALVES AND CONSTRUCTION OF CHAMBERS (4'X4'X4') IN DIFFERENT UC'S, LYARI TOWN (WATER), DISTRICT (SOUTH-A), KW&SC.

(OFFICE ADDRESS)

EXECUTIVE ENGINEER (WATER)

LYARI TOWN, DISTRICT (SOUTH-A), KW&SC

JAMILA PUMPING STATION, NEARGHAS MANDI LYARI, KARACHI

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BIDDING DATA

(This section to be filled in by the Engineer / Procuring Agency before issuance of the Bidding Document).

01.	Name of Procuring Agency:	K. W & S. C
02.	Brief Description of Work:	ANNUAL REPAIRING / REPLACEMENT OF 4", 6", 8" DIA SLUICE VALVES AND CONSTRUCTION OF CHAMBERS (4'X4'X4') IN DIFFERENT UC'S, LYARI TOWN (WATER), DISTRICT (SOUTH-A), KW&SC.
03.	Procuring Agency's Address:	EXECUTIVE ENGINEER (WATER) LYARI TOWN, DISTRICT (SOUTH-A), KW&SC.
04.	Estimated Cost:	**RS. 11,02,744.00/=**
05.	Amount of Bid Security:	**Rs. 25,000 of Estimated Cost**
06.	Period of Bid Validity (Days) :-	**90 DAYS** (Not more than ninety days).
07.	**Security Deposit:** (including Bid Security):	**5%** (**10%** including **Rs. 25,000/=** of Bid Security not exceeding **10%**) .
08.	**Performance Security:-** Percentage, if any, to be deducted from bills.	**5%** (**10%** S/Deposit, **8%** Income Tax, **1.5%** Water Charges, **5%** SST –(as per policy of KW&SC).
09.	Deadline for Submission of Bids on **"EPADS"** portal along with time:-	**29-12-2025** **AT02:00 PM** (Palace of submission at the below address).
10.	Venue, Time, and Date of Bid Opening:-	Office of the Accounts Officer (Sewerage) / Secretary Repair & Maintenance Works KW&SC, Room No. 12-A, First Floor Block- "C", 9th. Mile, Karsaz, Shahrah-e-Faisal Karachi, in the presence of Tenderer or their authorized representative on the dated & time **29-12-2025** **AT02:30 PM**).
11.	Time for Completion from written order of commence:-	(----------**180**----------Days).
12.	Liquidity damages:-	**0.5%** (0.05% of Estimated cost or sanctioned cost per day of delay, but not exceeding **10%**).

EXECUTIVE ENGINEER (WATER)
LYARI TOWN, DISTRICT (SOUTH-A)

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KARACHI WATER & SEWERAGE CORPORATION
OFFICE OF THE EXECUTIVE ENGINEER (WATER)
JAMILA PUMPING STATION,LYARI TOWN, DISTRICT (SOUTH-A), KW&SC

BILL OF QUANTITIES

(A) DESCRIPTION AND RATE OF ITEMS BASED ON COMPOSITE SCHEDULE OF RATE.

SUBJECT:- ANNUAL REPAIRING / REPLACEMENT OF 4", 6", 8" DIA SLUICE VALVES AND CONSTRUCTION OF CHAMBERS (4'X4'X4') IN DIFFERENT UC'S, LYARI TOWN (WATER), DISTRICT (SOUTH-A), KW&SC.

ITEM NO.	QUANTITY	DESCRIPTION OF ITEM TO BE EXECUTED AT SITE	RATE IN FIGURE	RATE IN WORDS	UNIT	TOTAL AMOUNT
01.		Excavation for pipe line in trenches, and pits in all kind of soils of murum i/c trimming and dressing sides to true alignment and shape leveling of beds of trenches to correct level and grade, cutting joint holes and disposal of surplus earth within a one chain as directed by Engineer In charge. Providing fence guards ,lights, flags and temporary crossings for non-vehicular traffic where ever required lift up to 5 ft. (1.52m) and lead up to one chain (30.5m).				
	825 Cft.	Up to. 0' to 5'.	23622.00	Twenty Three Thousand Six Hundred Twenty Two Rupees	%0Cft.	19,488.15
02.	24 Days.	Full hire charges of the pumping set per day inclusive of wage of driver and Assistant fuel or electric energy plate forms required for placing pumps etc. at lower depth with suction and delivery pipes for pumping out water found at various depths from trenches i/c the cost of erection and dismantling after completion of the job. Hire charges of pumping set upto 10 HP pumping out water from 10 ft deep trench.	7468.80	Seventy Four Hundred Sixty Eight Rupees & Eighty Paisa	P/Day	1,79,251.20
		CONT...PAGE...02.				

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03.	04 Nos.	Construction of C.C Block Masonry Chamber of 4x4x4' (inside dimension) with 24"x24" C.I cover frame weighting 65 Kg fixed in RCC 1:2:4 Slab 6" thick with steel ½" dia for main bar @ 6" c/c ¼" dia @ 8" c/c distribution 8' thick c.c 1:3:6 block masonry walls set in 1:6 CM 6" thick cc 1:4:8 in foundation 2" thick c.c 1:2:4 flooring ½" thick cement plaster 1:6 to all inside wall surface top and bottom slab outside wall surface 1'–0' deep up to roof slab i/c M.S foot rest 5/8 dia bars every 2" deep curing excavation dewatering refilling Etc. 4' X 4' X 4'	76797.00	Seventy Six Thousand Seven Hundred Ninety Seven Rupees Only	Each	3,07,188.00
04.		C.I Sluice Valve heavy pattern (Test pressure 21.0 kg 59. com or 300 lbs/sq. inch (imported).				
	12 Nos.	4" Dia.	9500.00	Ninety Five Hundred Rupees Only.	Each	1,14,000.00
	07 Nos.	6" Dia.	17500.00	Seventeen Thousand Five Hundred Rupees Only	Each	1,22,500.00
	08 Nos.	8" Dia.	21500.00	Twenty One Thousand Five Hundred Rupees Only	Each	1,72,000.00
05.		Fixing of C.I Sluice Valve with two cast iron tail piece end flanged and other with socket including the cast of nuts and bolts rubber packing etc.				
	12 Nos.	4" Dia.	5023.00	Five Thousand Twenty Three Rupees Only	Each	60,276.00
	07 Nos.	6" Dia.	6063.00	Six Thousand Sixty Three Rupees Only	Each	42,441.00
	08 Nos.	8" Dia.	9254.00	Ninety Two Hundred Fifty Four Rupees Only	Each	74,032.00
		CONT...PAGE...03.				

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		PAGE...03.				
06	825 Cft.	Refilling the excavated stuff in trenches 6" thick layer i/c watering ramming to full compaction etc.	14020.8	Fourteen Thousand Twenty Rupees & Eighty Paisa	%0Cft.	11,567.16
		TOTAL:-			RS.	11,02,744.00

EXECUTIVE ENGINEER (WATER)
LYARI TOWN, DISTT: (SOUTH-A)
KW & SC

I hereby Quote _____% At Par / Below / Above the Composite Schedule of Rates (CSR) RS._____/= Total after At Par / Below / Above RS._____/= (Rupees in Words _____
_____).

(Contractor Signed)

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INVITATION FOR BID

Dated:- _____

Bid Reference No:-_____

01. The Procuring Agency, Karachi Water & Sewerage Corporation, invites e-bids from interested firms or bidder and should have valid registration with Sindh Revenue Board (SBR), Federal Board of Revenue (FBR) on active Taxpayer List (TPL) as well as (PEC) Registration certificate along-with speciation in relevant filed, GST Registration Certificate (where applicable) in the appropriate specific work with the Procurement Agency for the work of **"ANNUAL REPAIRING / REPLACEMENT OF 4", 6", 8" DIA SLUICE VALVES AND CONSTRUCTION OF CHAMBERS (4'X4'X4') IN DIFFERENT UC'S, LYARI TOWN (WATER), DISTRICT (SOUTH-A), KW&SC."**

02. (Enter the title and financial volume of work) which be completed in **180** day's time of completion (entire appropriate time period)

03. Bidding Documents shall be down from the website of **"EPADS"** [illegible] of SPPRA Sindh and its Tender(s) cost as mentioned in the "NIT" in the shape of Pay-order / Demand (non-refundable), shall be submit before the time of announcement of e-bid

04. All bids must be accompanied by a Bid Security in the amount of required **2%** of bid price in the shape of (Pay Order / Demand Draft / Bank Guarantee) and same must be submitted Physically in the office of the **Accounts** Officer (Sewerage) / Secretary Maintenance Works KW&SC, Room No. 12-A, First Floor Block "C", 9th. Mile Karsaz, Shahrah-e-Faisal, Karachi, (indicate the address if it differs).

NOTE:-

01. Procuring Agency to enter the requisite information in blank spaces.
02. The Bid shell be opened within one / hour after the deadline submission of bids.

(ABDUL SHAKEEL KHAN)
EXECUTIVE ENGINEER (WATER)
LYARI TOWN, DISTT: (SOUTH-A)
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INSTRUCTION FOR PREPARING BIDS

IN TERMS OF RULE-21(C) OF SPP RULES – 2010 & MENDED UPTO DATE

01. The participants must quote the rates both in words and figures.

02. Bid Security / Earnest Money Should be made from the A/C of the Company / Firm of the Participant.

03. Integrity pact on the Stamp Paper worth RS. 100/= should be uploaded with the Tender / Bid.

04. Bid would not be Conditional.

05. Bid should be accompanied by Bid Security of Required (%) / Amount.

06. Bid uploaded on specified date and time.

07. The Firm will not be Blacklisted Firms.

08. Uploaded documents should not be found forged at any stage.

09. Pay-Order of the bid Security should be submitted physically in the office the Accounts Officer (Sew) / Secretary maintepnance works KW&SC, Room No.12-A, First Floor Block "C", 9th. Mile Karsaz, Shahrah-e-Faisal, Karachi, before opening of the bid.

10. Mandatory requirement of valid PEC Registration, FBR (active Tay payer list) and SRB (Sindh Revenue Board) in case of supply items GST Registration.

11. Experience and Financial Certificate as per "NIT".

12. Bid must be signed with stamp, address and contact No.

13. All applicable taxes including SST/SRB will be deducted from Grass Amount of Bill.

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SPPRA BIDDING DOCUMENT

STANDARD BIDDING DOCUMENT

PROCUREMENT OF WORKS

(For Contracts Costing up to Rs 2.5 MILLION)

Standard Bidding Document is intended as a model for admeasurements (Percentage Rate/unit price for unit rates in a Bill of Quantities) types of contract. The main text refers to admeasurements contracts.

Instructions to Bidders/ Procuring Agencies.

General Rules and Directions for the Guidance of Contractors.

This section of the bidding documents should provide the information necessary for bidders to prepare responsive bids, in accordance with the requirements of the Procuring Agency. It should also give information on bid submission, opening and evaluation, and on the award of contract.

Matters governing the performance of the Contract or payments under the Contract, or matters affecting the risks, rights, and obligations of the parties under the Contract are included as Conditions of Contract and *Contract Data*.

The *Instructions to Bidders* will not be part of the Contract and will cease to have effect once the contract is signed.

1. All work proposed to be executed by contract shall be notified in a form of Notice Inviting Tender (NIT)/Invitation for Bid (IFB) hoisted on website of Authority and Procuring Agency and also in printed media where ever required as per rules.

NIT must state the description of the work, dates, time and place of issuing, submission, opening of bids, completion time, cost of bidding document and bid security either in lump sum or percentage of Estimated Cost/Bid Cost. The interested bidder must have valid NTN also.

2. Content of Bidding Documents must include but not limited to: Conditions of contract, Contract Data, specifications or its reference, Bill of Quantities containing description of items with scheduled/item rates with premium to be filled in form of percentage above/ below or on item rates to be quoted, Form of Agreement and drawings.

3. Fixed Price Contracts: The Bid prices and rates are fixed during currency of contract and under no circumstance shall any contractor be entitled to claim enhanced rates for any item in this contract.

4. The Procuring Agency shall have right of rejecting all or any of the tenders as per provisions of SPP Rules 2010.

5. Conditional Offer: Any person who submits a tender shall fill up the usual printed form stating at what percentage above or below on the rates specified in Bill of Quantities for items of work to be carried out: he is willing to undertake the work and also quote the rates for those items which are based on market rates. Only one rate of such percentage, on all the Scheduled Rates shall be framed. Tenders, which propose any alternative in the works specified in the said form of invitation to tender or in the time

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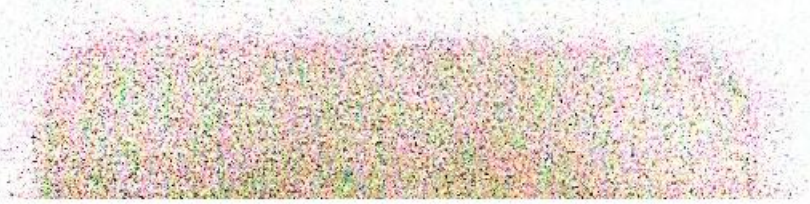

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allowed for carrying out the work, or which contain any other conditions, will be liable to rejection. No printed form of tender shall include a tender for more than one work, but if contractor wish to tender for two or more works, they shall submit a separate tender for each.

The envelope containing the tender documents shall refer the name and number of the work.

6. All works shall be measured by standard instruments according to the rules.

7. Bidders shall provide evidence of their eligibility as and when requested by the Procuring Agency.

8. Any bid received by the Agency after the deadline for submission of bids shall be rejected and returned unopened to the bidder.

9.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.

10. Bid without bid security of required amount and prescribed form shall be rejected.

11. Bids determined to be substantially responsive shall be checked for any arithmetic errors. Arithmetical errors shall be rectified on the following basis;

(A) In case of schedule rates, the amount of percentage quoted above or below will be checked and added or subtracted from amount of bill of quantities to arrive the final bid cost.

(B) In case of item rates, .If there is a discrepancy between the unit rate and the total cost that is obtained by multiplying the unit rate and quantity, the unit rate shall prevail and the total cost will be corrected unless in the opinion of the Agency there is an obvious misplacement of the decimal point in the unit rate, in which case the total cost as quoted will govern and the unit rate corrected. If there is a discrepancy between the total bid amount and the sum of total costs, the sum of the total costs shall prevail and the total bid amount shall be corrected.

(C) Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.

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Conditions of Contract

Clause – 1:Commencement & Completion Dates of work. The contractor shall not enter upon or commence any portion or work except with the written authority and instructions of the Engineer-in-charge or of in subordinate-in-charge of the work. Failing such authority the contractor shall have no claim to ask for measurements of or payment for work.

The contractor shall proceed with the works with due expedition and without delay and complete the works in the time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor and shall reckoned from the date on which the order to commence work is given to the contractor. And further to ensure good progress during the execution of the wok, contractor shall be bound, in all in which the time allowed for completion of any work exceeds one month, to achieve progress on the prorate basis.

Clause – 2:Liquidated Damages. The contractor shall pay liquidated damages to the Agency at the rate per day stated in the bidding data for each day that the completion date is later than the Intended completion date; the amount of liquidated damage paid by the contractor to the Agency shall not exceed 10 per cent of the contract price. Agency may deduct liquidated damages from payments due to the contractor. Payment of liquidated damages does not affect the contractor's liabilities.

Clause – 3: Termination of the Contract.

(A) Procuring Agency/Executive Engineer may terminate the contract if either of the following conditions exits:-

(i) contractor causes a breach of any clause of the Contract;

(ii) the progress of any particular portion of the work is unsatisfactory and notice of 10 days has expired;

(iii) in the case of abandonment of the work owing to the serious illness or death of the contractor or any other cause.

(iv) contractor can also request for termination of contract if a payment certified by the Engineer is not paid to the contractor within 60 days of the date of the submission of the bill

(B) The Executive Engineer/Procuring Agency has power to adopt any of the following courses as may deem fit:-

(i) to forfeit the security deposit available except conditions mentioned at A (iii) and (iv) above;

(ii) to finalize the work by measuring the work done by the contractor.

(C) In the event of any of the above courses being adopted by the Executive Engineer/Procuring Agency, the contractor shall have:-

(i) no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials, or entered into any engagements, or made any advances on account of, or with a view to the execution of the work or the performance of the contract,

(ii) however, the contractor can claim for the work done at site duly certified by the executive engineer in writing regarding the performance of such work and has not been paid.

Procuring Agency/Engineer may invite fresh bids for remaining work.

Clause 4: Possession of the site and claims for compensation for delay. The Engineer shall give possession of all parts of the site to the contractor. If possession of site is not given by the date stated in the contract data, no compensation shall be allowed for any delay caused in starting of the work on account of any acquisition of land, water standing in borrow pits/ compartments or in according sanction to estimates. in such case, either date of commencement will be changed or period of completion is to be extended accordingly.

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Clause –5: Extension of Intended Completion Date. The Procuring Agency either at its own initiatives before the date of completion or on desire of the contractor may extend the intended completion date, if an event (which hinders the execution of contract) occurs or a variation order is issued which makes it impossible to complete the work by the intended completion date for such period as he may think necessary or proper. The decision of the Executive Engineer in this matter shall be final; where time has been extended under this or any other clause of this agreement, the date for completion of the work shall be the date fixed by the order giving the extension or by the aggregate of all such orders, made under this agreement.

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

Clause –6: Specifications. The contractor shall execute the whole and every part of the work in the most substantial and work-man-like manner and both as regards materials and all other matters in strict accordance with the specifications lodged in the office of the Executive Engineer and initialed by the parties, the said specification being a part of the contract. The contractor shall also confirm exactly, fully and faithfully to the designs, drawing, and instructions in writing relating to the work signed by the Engineer-in-charge and lodge in his office and to which the contractor shall be entitled to have access at such office or on the site of work for the purpose of inspection during office hours and the contractor shall, if he so requires, be entitled at his own expense to make or cause to be made copies of the specifications, and of all such designs, drawings, and instructions as aforesaid.

Clause – 7: Payments.

(A) Interim/Running Bill. A bill shall be submitted by the contractor as frequently as the progress of the work may justify for all work executed and not included in any previous bill at least once in a month and the Engineer-in-charge shall take or cause to be taken the requisite measurements for the purpose of having the same verified and the claim, as for as admissible, adjusted, if possible before the expiry of ten days from the presentation of the bill, at any time depute a subordinate to measure up the said work in the presence of the contractor or his authorized agent, whose countersignature to the measurement list will be sufficient to warrant and the Engineer-in-charge may prepare a bill from such list which shall be binding on the contractor in all respects.

The Engineer /Procuring Agency shall pass/certify the amount to be paid to the contractor, which he considers due and payable in respect thereof, subject to deduction of security deposit, advance payment if any made to him and taxes.

All such intermediate payment shall be regarded as payments by way of advance against the final payment only and not as payments for work actually done and completed, and shall not preclude the Engineer-in-charge from recoveries from final bill and rectification of defects and unsatisfactory items of works pointed out to him during defect liability period.

(B) The Final Bill. A bill shall be submitted by the contractor within one month of the date fixed for the completion of the work otherwise Engineer-in-charge's certificate of the measurements and of the total amount payable for the works shall be final and binding on all parties.

Clause – 8: Reduced Rates. In cases where the items of work are not accepted as so completed, the Engineer-in-charge may make payment on account of such items at such reduced rates as he may consider reasonable in the preparation of final or on running account bills with reasons recorded in writing.

Clause – 9: Issuance of Variation and Repeat Orders.

(A) Agency may issue a Variation Order for procurement of works, physical services from the original contractor to cover any increase or decrease in quantities, including the introduction of new work items that are either due to change of plans, design or alignment to suit actual field conditions, within the general scope and physical boundaries of the contract.

(B) Contractor shall not perform a variation until the Procuring Agency has authorized the variation in writing subject to the limit not exceeding the contract cost by of 15% on the same conditions in all respects on which he agreed to do them in the work, and at the same rates, as are specified in the tender for the main work. The contractor has no right to claim for compensation by reason of alterations or curtailment of the work.

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(C) In case the nature of the work in the variation does not correspond with items in the Bill of Quantities, the quotation by the contractor is to be in the form of new rates for the relevant items of work, and if the Engineer-in-charge is satisfied that the rate quoted is within the rate worked out by him on detailed rate analysis, and then only he shall allow him that rate after approval from higher authority.

(D) The time for the completion of the work shall be extended in the proportion that the additional work bear to the original contact work.

(E) In case of quantities of work executed result the Initial Contract Price to be exceeded by more than 15%, and then Engineer can adjust the rates for those quantities causing excess the cost of contract beyond 15% after approval of Superintending Engineer.

(F) Repeat Order: Any cumulative variation, beyond the 15% of initial contract amount, shall be subject of another contract to be tendered out if the works are separable from the original contract.

Clause-10: Quality Control.

(A) Identifying Defects: If at any time before the security deposit is refunded to the contractor/during defect liability period mentioned in bid data, the Engineer-in- charge or his subordinate-in-charge of the work may instruct the contractor to uncover and test any part of the works which he considers may have a defect due to use of unsound materials or unskillful workmanship and the contractor has to carry out a test at his own cost irrespective of work already approved or paid.

(B) Correction of Defects: The contractor shall be bound forthwith to rectify or remove and reconstruct the work so specified in whole or in part, as the case may require. The contractor shall correct the notified defect within the Defects Correction Period mentioned in notice.

(C) Uncorrected Defects:

(i) In the case of any such failure, the Engineer-in-charge shall give the contractor at least 14 days notice of his intention to use a third party to correct a defect. He may rectify or remove, and re-execute the work or remove and replace the materials or articles complained of as the case may be at the risk and expense in all respects of the contractor.

(ii) If the Engineer considers that rectification/correction of a defect is not essential and it may be accepted or made use of; it shall be within his discretion to accept the same at such reduced rates as he may fix therefore.

Clause – 11:

(A) Inspection of Operations. The Engineer and his subordinates, shall at all reasonable times have access to the site for supervision and inspection of works under or in course of execution in pursuance of the contract and the contractor shall afford every facility for and every assistance in obtaining the right to such access.

(B) Dates for Inspection and Testing. The Engineer shall give the contractor reasonable notice of the intention of the Engineer-in-charge or his subordinate to visit the work shall have been given to the contractor, then he either himself be present to receive orders and instructions, or have a responsible agent duly accredited in writing present for that purpose, orders given to the contractor's duly authorized agent shall be considered to have the same force an effect as if they had been given to the contractor himself.

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Clause - 11

(A) Inspection of Operations. The Engineer and his subordinates, shall at all reasonable times have access to the site for supervision and inspection of works under or in course of execution in pursuance of the contract and the contractor shall afford every facility for and every assistance in obtaining the right to such access.

(B) Duties for Inspection and Testing. The Engineer shall give the contractor reasonable notice of the intention of the Engineer-in-charge or his subordinate to visit the work shall have been given to the contractor, then he either himself be present to receive orders and instructions, or have a responsible agent duly accredited in writing present for that purpose, orders given to the contractor's duly authorised agent shall be considered to have the same force an effect as if they had been given to the contractor himself.

Clause - 12. Examination of work before covering up.

(A) No part of the works shall be covered up or put out of view/beyond the reach without giving notice of not less than five days to the Engineer whenever any such part of the works or foundations is or are ready or about to be ready for examination and the Engineer shall, without delay, unless he considers it unnecessary and advises the contractor accordingly, attend for the purpose of examining and measuring such part of the works or of examining such foundations.

(B) If any work is covered up or placed beyond the reach of measurement without such notice having been given, the same shall be uncovered at the contractor's expense, and in default thereof no payment or allowance shall be made for such work, or for the materials with which the same was executed.

Clause - 13. Risks. The contractor shall be responsible for all risks of loss of or damage to physical property or facilities or related services at the premises and of personal injury and death which arise during and in consequence of its performance of the contract. If any damage is caused while the work is in progress or become apparent within three months of the grant of the certificate of completion, final or otherwise, the contractor shall make good the same at his own expense, or in default the Engineer may cause the same to be made good by other workmen, and deduct the expenses from retention money lying with the Engineer.

Clause-14 Measures for prevention of fire and safety measures. The contractor shall not set fire to any standing jungle, trees, bush-wood or grass without a written permit from the Executive Engineer. When such permit is given, and also in all cases when destroying, cutting or uprooting trees, bush-wood, grass, etc by fire, the contractor shall take necessary measures to prevent such fire spreading to or otherwise damaging surrounding property. The contractor is responsible for the safety of all its activities including protection of the environment on and off the site. Compensation of all damage done intentionally or unintentionally on or off the site by the contractor's labour shall be paid by him.

Clause-15 Sub-contracting. The contractor shall not subcontract the whole of the works, except where otherwise provided by the contract. The contractor shall not subcontract any part of the works without the prior consent of the Engineer. Any such consent shall not relieve the contractor from any liability or obligation under the contract and he shall be responsible for the acts, defaults and neglects of any subcontractor, his agents, servants or workmen as if these acts, defaults or neglects were those of the contractor, his agents' servants or workmen. The provisions of this contract shall apply to such subcontractor or his employees as if he or it were employees of the contractor.

Executive Engineer

Clause – 16: Disputes. All disputes arising in connection with the present contract, and which cannot be amicably settled between the parties, , the decision of the Superintending Engineer of the circle/officer/one grade higher to awarding authority shall be final, conclusive and binding on all parties to the contract upon all questions relating to the meaning of the specifications, designs drawings, and instructions, hereinbefore mentioned and as to the quality of workmanship, or materials used on the work or as to any other questions, claim, right, matter, or thing whatsoever in any way arising out of, or relating to the contract design, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works, or the execution, of failure to execute the same, whether arising, during the progress of the work, or after the completion or abandonment thereof.

Clause –17: Site Clearance. On completion of the work, the contractor shall be furnished with a certificate by the Executive Engineer (hereinafter called the Engineer in- charge) of such completion, but neither such certificate shall be given nor shall the work be considered to be complete until the contractor shall have removed all temporary structures and materials brought at site either for use or for operation facilities including cleaning debris and dirt at the site. If the contractor fails to comply with the requirements of this clause then Engineer-in-charge, may at the expense of the contractor remove and dispose of the same as he thinks fit and shall deduct the amount of all expenses so incurred from the contractor's retention money. The contractor shall have no claim in respect of any surplus materials as aforesaid except for any sum actually realized by the sale thereof.

Clause –18: Financial Assistance /Advance Payment. (A)

Mobilization advance is not allowed.

(B) Secured Advance against materials brought at site.

(i) Secured Advance may be permitted only against imperishable materials/quantities anticipated to be consumed/utilized on the work within a period of three months from the date of issue of secured advance and definitely not for full quantities of materials for the entire work/contract. The sum payable for such materials on site shall not exceed 75% of the market price of materials;

(ii) Recovery of Secured Advance paid to the contractor under the above provisions shall be affected from the monthly payments on actual consumption basis, but not later than period more than three months (even if unutilized).

Clause –19: Recovery as arrears of Land Revenue. Any sum due to the Government by the contractor shall be liable for recovery as arrears of Land Revenue.

Clause –20: Refund of Security Deposit/Retention Money. On completion of the whole of the works (a work should be considered as complete for the purpose of refund of security deposit to a contractor from the last date on which its final measurements are checked by a competent authority, if such check is necessary otherwise from the last date of recording the final measurements), the defects notice period has also passed and the Engineer has certified that all defects notified to the contractor before the end of this period have been corrected, the security deposit lodged by a contractor (in cash or recovered in installments from his bills) shall be refunded to him after the expiry of three months from the date on which the work is completed.

Divisional Accountant

Executive Engineer/Procuring Agency

ABDUL SHAKEEL KHAN
Executive Engineer
Lyari Water South-A
KW&SC

Contractor

Work No. 10

STANDARD BIDDING DOCUMENT

-: **Name of Work** :-

"ANNUAL REPAIR, MAINTENANCE, REWINDING & OTHER ELECTRICAL & MECHANICAL WORKS OF MANZOOR COLONY, SHAHRA - E - QUAIDEEN & ADMINISTRATION SOCIETY WATER PUMPING STATIONS UNDER CHANECER TOWN (E&M - WATER) DIST. EAST - A, KW&SC"

-: **Name of Office** :-

EXECUTIVE ENGINEER (E&M)-W

CHANECER TOWN, DISTRICT EAST, A

BIDDING DATA

(a)	**Name of Procuring Agency:-**	**Karachi Water & Sewerage Corporation**
(b)	**Brief Description of Works:-**	**ANNUAL REPAIR, MAINTENANCE, REWINDING & OTHER ELECTRICAL & MECHANICAL WORKS OF MANZOOR COLONY, SHAHRA - E - QUAIDEEN & ADMINISTRATION SOCIETY WATER PUMPING STATIONS UNDER CHANECER TOWN (E&M - WATER) DIST. EAST - A, KW&SC.**
(c)	**Procuring Agency's address:-**	Executive Engineer (E&M)-W, Chanecer Town, District East-A, KW&SC, Karachi.
(d)	**Estimated Cost:-**	**Rs. 65,75,036/-**
(e)	**Amount of Bid Security: -**	Rs. 1,35,000/- of Estimated Cost
(f)	**Period of Bid Validity (days):-**	**90 Days**
(g)	**Security Deposit:-** (including bid Security):-	**5%**
(h)	**Performance Security:-**	**5%**
(i)	**Percentage, if any, to be deducted from bills:-**	
(j)	**Deadline for Submission of Bids on "EPADS" portal along with time:-**	**29-12-2025 at 02:00 PM**
(k)	**Venue, Time, and Date of Bid Opening:-**	**Office of the Accounts Officer (Sewerage) / Secretary Maintenance Works KW&SC, Room No.12-A First Floor Block- "C" 9th Mile Karsaz Shahrah-e-Faisal Karachi**, in the presence of Tenderer or their authorized representative on the dated & time. **(29-12-2025 at 02:30 PM).**
(l)	**Time for Completion from written order of commence:-**	**(180 Days).**
(m)	**Liquidity damages: -**	**0.5%** (0.05% of Estimated cost or sanctioned cost per day of delay, but not exceeding **10%**).

Executive Engineer (E&M)-W
Chanecer Town, Dist, East-A,
KW&SC
Syed Zeeshan Ahsan
Executive Engineer
Dist. East-A (E&M - Water)
KW&SC

OFFICE OF THE EXECUTIVE ENGINEER (E&M)-WATER
CHANECER TOWN DISTRICT EAST-A

GRAND SUMMARY

NAME OF WORK **ANNUAL REPAIR, MAINTENANCE, REWINDING & OTHER ELECTRICAL & MECHANICAL WORKS OF MANZOOR COLONY, SHAHRA - E - QUAIDEEN & ADMINISTRATION SOCIETY WATER PUMPING STATIONS UNDER CHANECER TOWN (E&M - WATER) DIST. EAST - A, KW&SC**

Sr	Description	Rate	Qty	Amount
Work -A	**MANZOOR COLONY WATER PUMPING STATION**		1 Job	
Work -B	**SHAHRA - E - QUAIDEEN WATER PUMPING STATION**		1 Job	
Work -C	**ADMINISTRATION SOCIETY WATER PUMPING STATION**		1 Job	
		Grand Total		

Total Rs._____ (Rupees _____only)

Executive Engineer (E&M)-W
Chanecer Town, Dist, East-A,
KW&SC
Syed Zeeshan Ahsan
Executive Engineer
Dist. East-A (E&M - Water)
KW&SC

Signature of Contractor
with name of Firm

OFFICE OF THE EXECUTIVE ENGINEER (E&M)-WATER
CHANECER TOWN DISTRICT EAST-A

SUMMARY

BILL OF QUANTITIES

Annual Repair, Maintenance, Rewinding & Other Electrical & Mechanical Works of Manzoor Colony, Shahra - e - Quaideen & Administration Society Water Pumping Stations under Chanecer Town (E&M - Water) Dist. East - A, KW&SC

(A) Manzoor Colony Water Pumping Station

Sr No.	Description	Amount in Rupees
A	Description and rate of Items based on Composite Schedule of Rates (CSR)	
B	Description and rate of Items based on Market (Offered Rates).	
	Total Rs.	

Syed Zeeshan Ahsan
Executive Engineer (E&M)-W
Chanecer Town, Dist. East-A,
KW&SC

Executive Engineer
Dist. East-A (E&M - Water)
KW&SC

Total Rs._____ (Rupees _____ only)

Signature of Contractor
with name of Firm

OFFICE OF THE EXECUTIVE ENGINEER (E&M)-WATER
CHANECER TOWN DISTRICT EAST-A

BILL OF QUANTITIES

(A) Description and rate of Items based on Composite Schedule of Rates (CSR)

Annual Repair, Maintenance, Rewinding & Other Electrical & Mechanical Works of Manzoor Colony, Shahra - e - Quaideen & Administration Society Water Pumping Stations under Chanecer Town (E&M - Water) Dist. East - A, KW&SC

(A) **Manzoor Colony Water Pumping Station**

Item No	Qty		Description of Work	Rate		Unit	Amount in Rupees
				Amount (In Figure)	Amount (In Words)		
1	2	Jobs	Rewinding of Electric Motor (100 HP) 3 Phase, 400/440V with best quality Insulated Copper Wire of required gauge including testing load with satisfactory result upto one weeks time, opening & refitting & replacement the bolts if necessary excluding the cost of worn out material.	409,438.60	Rupees Four Lakh Nine Thousand Four Hundred ThirtyEight Paise Sixty Only	P/Job	818,877
2	430	Rft	Wiring between Panel / MCB to Motor with 35mm2, 3 Core (AGE) or its Equilent cable complete in all respect including lugs & its punching laying of cable as per site requirement & instruction of E/I	1,876.86	Rupees One Thousand Eight Hundred SeventySix Paise EightySix Only	P/Rft	807,050
3	4	Nos.	P&F of Street Light 125 Watts (HPMV) Having IP - 54 Classification with 125 Watts Lamp, Chowk, Capicitor & Internal Wiring Complete in all respect at the high up to 31 ft as per site required & instruction of E/I	16,082.23	Rupees Sixteen Thousand EightyTwo Paise TwentyThree Only	Each	64,329
						Total Rs.	**1,690,256**

Syed Zeeshan Ahsan
Executive Engineer
Executive Engineer (E&M)-W
Chanecer Town, Dist. East-A
KW&SC
Dist. East-A (E&M - Water)
KW&SC

I hereby Quote _____At-Par / Above / Below the Component Schedule Rates (CSR)

Rs._____. Total After Above / Below (Rs._____

(Rupees _____only)

Signature of Contractor
with name of Firm

OFFICE OF THE EXECUTIVE ENGINEER (E&M)-WATER
CHANECER TOWN DISTRICT EAST-A

BILL OF QUANTITIES

(B) Description and rate of Items based on Market (Offered Rates).

Annual Repair, Maintenance, Rewinding & Other Electrical & Mechanical Works of Manzoor Colony, Shahra - e - Quaideen & Administration Society Water Pumping Stations under Chanecer Town (E&M - Water) Dist. East - A, KW&SC

(A) **Manzoor Colony Water Pumping Station**

Item No	Qty		Description of Work	Rate		Unit	Amount in Rupees
				Amount (In Figure)	Amount (In Words)		
1	2	Nos.	P / F Ball Bearing No. 7322 (FAG)			Each	
2	2	Nos.	P / F Ball Bearing No. NU - 319 (FAG)			Each	
3	2	Nos.	Providing & Fixing Motor Control Board for Electric Continious Rating Comprising of Star Delta, Starter AMPS Meter, Volt Meter Selector Switch CTS Phase Indicator, Overhead Protection Time Relay, Push Button, Complete in all respect as per site requirement & instruction of E/I. (For 100 HP)			Each	
4	958.69	Kgs	P/F Steel Girder MS Tee & plate including welding, fabricating, for installation of overhead gantry Crane, pump foundation as per site requirement & instruction of E/I Girder Size 8"x4" Girder Weight 1Rft = 18lbs 40' x 02 No's. = 80' 5' x 6 No's. = 30' Miscl = 30' Total = 140' 140' x 18 x 0.4536 = 1143 Kg's. M.S Plate 2' x 2' x 01 No. x 40.80 x 0.4536 = 74 Kg's. A + B = 1143 + 74 Kg's. = 1217 Kg's.			P/Kg	
5	1	No.	Providing & Fixing Chain pully block of 02 tons Capacity with chain of 5 meter length as per site required & instruction of E/I			Each	
6	1	No.	Providing & fixing overhead gantry travelling with 6 meter chain as per site requirement & instruction of E/I			Each	
						Total Rs.	

Executive Engineer (E&M)-W
Chanecer Town, Dist. East-A
KW&SC

Syed Zeeshan Ahsan
Executive Engineer
Dist. East-A (E&M - Water)
KW&SC

Total Rs._____ (Rupees _____ only)

Signature of Contractor
with name of Firm

OFFICE OF THE EXECUTIVE ENGINEER (E&M)-WATER
CHANECER TOWN DISTRICT EAST-A

SUMMARY

BILL OF QUANTITIES

Annual Repair, Maintenance, Rewinding & Other Electrical & Mechanical Works of Manzoor Colony, Shahra - e - Quaideen & Administration Society Water Pumping Stations under Chanecer Town (E&M - Water) Dist. East - A, KW&SC

(B) **Shahra - e - Quaideen Water Pumping Station**

Sr No.	Description	Amount in Rupees
A	Description and rate of Items based on Composite Schedule of Rates (CSR)	
B	Description and rate of Items based on Market (Offered Rates).	
	Total Rs.	

Syed Zeeshan Ahsan
Executive Engineer
Dist. East-A (E&M - Water)
KW&SC

Executive Engineer (E&M)-W
Chanecer Town, Dist. East-A,
KW&SC

Total Rs._____ (Rupees _____only)

Signature of Contractor
with name of Firm

OFFICE OF THE EXECUTIVE ENGINEER (E&M)-WATER
CHANECER TOWN DISTRICT EAST-A

BILL OF QUANTITIES

(A) Description and rate of Items based on Composite Schedule of Rates (CSR)

Annual Repair, Maintenance, Rewinding & Other Electrical & Mechanical Works of Manzoor Colony, Shahra - e - Quaideen & Administration Society Water Pumping Stations under Chanecer Town (E&M - Water) Dist. East - A, KW&SC

(B) **Shahra - e - Quaideen Water Pumping Station**

Item No	Qty		Description of Work	Rate		Unit	Amount in Rupees
				Amount (In Figure)	Amount (In Words)		
1	1	Job	Rewinding of Electric Motor (60 HP) 3 Phase, 400 / 440 V with Best Quality Insulated Copper Wire of required Gauge Including Testing Load with Satisfactory Result up to One Week Time, Opening & Refitting & Replacement the Bolts if Necessary Excluding the Cost of Worn Out Material, 4 Poles (1450)	325,198.60	Rupees Three Lakh TwentyFive Thousand One Hundred NinetyEight Paise Sixty Only	P/Job	325,199
2	2	Nos.	P&F of Street Light 125 Watts (HPMV) Having IP - 54 Classification with 125 Watts Lamp, Chowk, Capicitor & Internal Wiring Complete In all respect at the high up to 31 ft as per site required & instruction of E/I	16,082.23	Rupees Sixteen Thousand EightyTwo Paise TwentyThree Only	Each	32,164
						Total Rs.	357,363

Syed Zeeshan Ahsan
Executive Engineer (E&M)-W
Chanecer Town, Dist, East-A,
KW&SC

Executive Engineer
Dist. East-A (E&M - Water)
KW&SC

I hereby Quote _____At-Par / Above / Below the Component Schedule Rates (CSR)

Rs._____. Total After Above / Below (Rs._____

(Rupees _____only)

Signature of Contractor
with name of Firm

OFFICE OF THE EXECUTIVE ENGINEER (E&M)-WATER
CHANECER TOWN DISTRICT EAST-A

BILL OF QUANTITIES

(B) Description and rate of Items based on Market (Offered Rates).

Annual Repair, Maintenance, Rewinding & Other Electrical & Mechanical Works of Manzoor Colony, Shahra - e - Quaideen & Administration Society Water Pumping Stations under Chanecer Town (E&M - Water) Dist. East - A, KW&SC

(B) **Shahra - e - Quaideen Water Pumping Station**

Item No	Qty		Description of Work	Rate		Unit	Amount in Rupees
				Amount (In Figure)	Amount (In Words)		
1	1	No.	P / F Ball Bearing No. 6313 / C 3 (FAG)			Each	
2	1	No.	P / F Ball Bearing No. 6322 (FAG)			Each	
					Total Rs.		

Syed Zeeshan Ahsan
Executive Engineer (E&M) W
Chanecer Town, Dist, East-A
KW&SC

Executive Engineer
Dist. East-A (E&M - Water)
KW&SC

Total Rs._____ (Rupees _____only)

Signature of Contractor
with name of Firm

OFFICE OF THE EXECUTIVE ENGINEER (E&M)-WATER
CHANECER TOWN DISTRICT EAST-A

SUMMARY
BILL OF QUANTITIES

Annual Repair, Maintenance, Rewinding & Other Electrical & Mechanical Works of Manzoor Colony, Shahra - e - Quaideen & Administration Society Water Pumping Stations under Chanecer Town (E&M - Water) Dist. East - A, KW&SC

(C) Administration Society Water Pumping Station

Sr No.	Description	Amount in Rupees
A	Description and rate of Items based on Composite Schedule of Rates (CSR)	
B	Description and rate of Items based on Market (Offered Rates).	
	Total Rs.	

Syed Zeeshan Ahsan
Executive Engineer
Executive Engineer (E&M)-W
Chanecer Town, Dist, East-A, (Water)
KW&SC

Total Rs._____ (Rupees _____ only)

Signature of Contractor
with name of Firm

OFFICE OF THE EXECUTIVE ENGINEER (E&M)-WATER
CHANECER TOWN DISTRICT EAST-A

BILL OF QUANTITIES

(A) Description and rate of Items based on Composite Schedule of Rates (CSR)

Annual Repair, Maintenance, Rewinding & Other Electrical & Mechanical Works of Manzoor Colony, Shahra - e - Quaideen & Administration Society Water Pumping Stations under Chanecer Town (E&M - Water) Dist. East - A, KW&SC

(C) Administration Society Water Pumping Station

Item No	Qty		Description of Work	Rate		Unit	Amount In Rupees
				Amount (In Figure)	Amount (In Words)		
1	1	Job	Rewinding of Electric Motor (60 HP) 3 Phase, 400 / 440 V with Best Quality Insulated Copper Wire of required Gauge Including Testing Load with Satisfactory Result up to One Week Time, Opening & Refitting & Replacement the Bolts if Necessary Excluding the Cost of Worn Out Material. 4 Poles (1450)	325,198.60	Rupees Three Lakh TwentyFive Thousand One Hundred NinetyEight Paise Sixty Only	P/Job	325,198.60
2	2	Nos.	C.I Sluice Value Heavy Pattern (Test Presure 21.0 Kg Per Sq. Com or 300 LB / Sq. Inch) (Imported) 8" Dia	21,500.00	Rupees TwentyOne Thousand Five Hundred Only	Each	43,000.00
3	2	Nos.	Reflex value Heavy Pattern (Test Presure 21 Kg / Sq. CM or 300 LBS / Sq. Inch) (Imported) 8 " Dia.	18,500.00	Rupees Eighteen Thousand Five Hundred Only	Each	37,000.00
4	1	No.	C.I Sluice Value Heavy Pattern (Test Presure 21.0 Kg Per Sq. Com or 300 LB / Sq. Inch) (Imported) 12" Dia	118,000.00	Rupees One Lakh Eighteen Thousand Only	Each	118,000.00
5	1	No.	Reflex value Heavy Pattern (Test Presure 21 Kg / Sq. CM or 300 LBS / Sq. Inch) (Imported) 12 " Dia.	68,000.00	Rupees SixtyEight Thousand Only	Each	68,000.00
6	2	Nos.	P&F of Street Light 125 Watts (HPMV) Having IP - 54 Classification with 125 Watts Lamp, Chowk, Capicitor & Internal Wiring Complete in all respect at the high up to 31 ft as per site required & instruction of E/I	16,082.23	Rupees Sixteen Thousand EightyTwo Paise TwentyThree Only	Each	32,164.46
						Total Rs.	**623,363**

Syed Zeeshan Ahsan
Executive Engineer
Executive Engineer (E&M)-W
Chanecer Town Dist. East-A
KW&SC
Dist. East-A (E&M - Water)
KW&SC

I hereby Quote _____At-Par / Above / Below the Component Schedule Rates (CSR)

Rs._____. Total After Above / Below (Rs._____

(Rupees _____only)

Signature of Contractor
with name of Firm

OFFICE OF THE EXECUTIVE ENGINEER (E&M)-WATER
CHANECER TOWN DISTRICT EAST-A

BILL OF QUANTITIES

(B) Description and rate of Items based on Market (Offered Rates).

Annual Repair, Maintenance, Rewinding & Other Electrical & Mechanical Works of Manzoor Colony, Shahra - e - Quaideen & Administration Society Water Pumping Stations under Chanecer Town (E&M - Water) Dist. East - A, KW&SC

(C) Administration Society Water Pumping Station

Item No	Qty		Description of Work	Rate		Unit	Amount in Rupees
				Amount (In Figure)	Amount (In Words)		
1	1	No.	P / F Ball Bearing No. 6313 / C 3 (FAG)			Each	
2	1	No.	P / F Ball Bearing No. 6322 (FAG)			Each	
3	1404.41	Kgs	P/F Steel Girder MS Tee & plate including welding, fabricating, for installation of overhead gantry Crane, pump foundation as per site requirement & instruction of E/I Girder Size 8"x4" Girder Weight 1Rft = 18lbs 40' x 02 No's. = 80' 18' x 03 No's. = 54' 5' x 05 No's. = 25' Miscl = 25' Total = 184' 184' x 18 x 0.4536 = 1502 Kg's. M.S Plate 2' x 2' x 2 Nos. x 40.80 x 0.4536 = 148 Kg's. A + B = 1502 + 148 Kg's. = 1650 Kg's.			P/Kg	
4	1	No.	Providing & Fixing Chain pully block of 02 tons Capacity with chain of 5 meter length as per site required & instruction of E/I			Each	
5	1	No.	Providing & fixing overhead gantry travelling with 6 meter chain as per site requirement & instruction of E/I			Each	
6	1	Job	Dismantling & Re-assembling of DWT Pump (All Type) Incl. Transportation.			P/Job	
7	1	No.	Manufacturing & Providing of Carbon Steel Top Shaft for Pump Type B / 12, B / 4 having 05 Feet Long, 35 mm Dia. Threading, Polishing, Machining & Making Key & Chuck Nut required as per Direction of Engineer.			Each	
8	1	No.	Manufacturing & Providing of SS Pump Shaft for Pump Type B / 12, B / 4 having 04 Feet 06 Inch Long, 45 mm Dia, Threading, Polishing, Machining & Making Key & Chuck Nut required as per Direction of Engineer.			Each	
9	1	No.	Manufacturing of Carbon Steel Column Shaft Pump Type B / 12, B / 4			Each	
10	4	Nos.	Manufacturing of Bronze Impeller of Pump Type B / 12, B / 4			Each	

Item No	Qty		Description of Work	Rate		Unit	Amount in Rupees
				Amount (In Figure)	Amount (In Words)		
11	4	Nos.	Manufacturing of Gun Metal Bowl Sleeve having Size Length 04 Inch, Dia 02 Inch, Thickness 3/8 Inch of Pump Type B / 12, B / 4			Each	
12	4	Nos.	Manufacturing of Cast Iron Wearing Ring having Size Dia O.D. 08 Inch, I.D. 06 Inch, Thickness 02 Inch of Pump Type B / 12, B / 4			Each	
13	4	Nos.	Manufacturing of SS Clamping Sleeve having Size Length 05 Inch, Dia 02 Inch, Thickness 3/8 Inch of Pump Type B / 12, B / 4			Each	
14	4	Nos.	Manufacturing of Gun Metal Bearing Sleeve having Size Length 06 Inch, Dia 02 Inch, Thickness 3/8 Inch of Pump Type B / 12, B / 4			Each	
15	2	Nos.	Manufacturing of Gun Metal Sand Guard of Pump Type B / 12, B / 4			Each	
						Total Rs.	

Syed Zeeshan Ahsan
Executive Engineer (E&M)-W
Chanecr Town, Dist. East-A,
KW&SC

Syed Zeeshan Ahsan
Executive Engineer (E&M - Water)
Dist. East-A
KW&SC

Total Rs._____ (Rupees _____ only)

Signature of Contractor
with name of Firm

INVITATION FOR BIDS

Date:-_____

Bid Reference No:-_____

1- The procuring Agency, Karachi Water & Sewerage Corporation, invites e-bids from interested firms or bidder and should have valid registration with Sindh Revenue Board (SRB), Federal Board of Revenue (FBR) on active Taxpayer List (TPL) as well as (PEC) Registration certificate along-with speciation in relevant filed, GST Registration Certificate (where applicable) in the appropriate specific work with the Procurement Agency for the work of. **ANNUAL REPAIR, MAINTENANCE, REWINDING & OTHER ELECTRICAL & MECHANICAL WORKS OF MANZOOR COLONY, SHAHRA - E - QUAIDEEN & ADMINISTRATION SOCIETY WATER PUMPING STATIONS UNDER CHANECER TOWN (E&M - WATER) DIST. EAST - A, KW&SC.**

2- (enter the title, type, and financial volume of work), which be completed in **180 day's** time of completion (entire appropriate time period).

3- Biding documents shall be download from the website of "**EPADS**" (http://portalsindh.eprocurement.gov.pk) of SPPRA Sindh and its Tender(s) cost as mentioned in the "NIT" in the shape of Pay-order / Demand (non-refundable), shall be submit before the time of announcement of e-bid.

4- All bids must be accompanied by a Bid Security in the amount of Rs. 1,35,000/- of estimated cost in the shape of (pay order / Demand Draft / Bank Guarantee) and same must be submitted Physically in the office of the **Accounts Officer** (Sewerage) / Secretary Maintenance Works KW&SC, Room No.12-A first floor Block "C" 9th Mile Karsaz Shahrah-e-Faisal Karachi (indicate the address if it differs).

Note:- 1- Procuring Agency to enter the requisite information in blank spaces,
2- The Bid shell be opened within one / hour after the deadline submission of bids.

Executive Engineer (E&M)-W
Chanecer Town, Dist, East-A,
KW&SC

Syed Zeeshan Ahsan
Executive Engineer
Dist. East-A (E&M - Water)
KW&SC

INSTRUCTION FOR PREPARING BIDS

In terms of Rule-21(c) of SPP Rules-2010 &amended upto date

1. The Participants must quote the rates both in words and figures.
2. Bid Security / Earnest Money should be made from the A/c. of the Company / Firm of the participant.
3. integrity pact on the stamp paper wroth Rs. 100/= should be uploaded with the Tender / Bid
4. Bid would not be conditional
5. Bids should be accompanied by bid Security of Required (%) / Amount
6. Bid uploaded on specified date and time
7. The firm will not be Blacklisted Firms
8. Uploaded documents should not be found forged at any stage
9. Pay-order of the Bid security should be summited Physicallyin the Office of Accounts Officer (Sewerage) / Secretary Maintenance Works KW&SC, Room No.12-A first floor Block "C" 9th Mile Karsaz Shahrah-e-Faisal Karachi before opening of the Bid.
10. Mandatory requirement of valid PEC Registration, FBR (Active Taxpayer List) and SRB (Sindh Revenue Board) in case of Supply items GST Registration.
11. Experience and Financial certificate as per "NIT"
12. Bid must be signed with stamp, address and contact number
13. All applicable taxes including SST/SRB will be deducted from Grass amount of bill.
14. All bills shall be routed through Consultant.

Executive Engineer (E&M)-W
Chanecer Town, Dist, East-A,
KW&SC

Syed Zeeshan Ahsan
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Dist. East-A (E&M - Water)
KW&SC

EVALUATION CRITERIA

In terms of Rule-21 (1) (h) Rule-21 (A) of SPP Rules-2010 & (Amended-2023)

1. The Bidder should have valid registration with Sindh Revenue Board (SRB), Federal Board of Revenue (FBR) on active Taxpayer List (TPL) as well as PEC Registration certificate along-with speciation in relevant filed, GST Registration Certificate (where applicable) and copy must be available with Tender.

2. Affidavit that, has never been black listed and copy of the same must be uploaded with tender.

3. The Pay-order of required Bid Security / Earnest Money should be made from the A/c of the Company / Firm of the participant as mentioned in"NIT" and must be available with the tender.

4. At least one similar nature of work having minimum cost 80% of the estimated cost of the work or at least two similar nature works each having minimum 50% of the estimated cost.

5. Average Annual Financial Turn-over not less than equivalent cost of the estimate during last Five (5) years.

6. Provide details of required machineries specify its ownership or on rental arrangement. At least one registered as Engineer (P.E from PEC) having valid PEC registration / technical staff with firm, as specify in chapter No.05 of specification which is mandatory to comply.

7. All required information shall be uploaded with the tender document on the website (http://portalsindh.eprocurement.gov.pk)of "**EPADS**"SPPRA Sindh along-with company profile with Bidding documents, to assess the eligibility of a contractor firm. If a firm fails to comply with any of the criteria above, shall be considered "**FAILED**" and eliminated from detail evaluation process.

Executive Engineer (E&M)-W
Chanecer Town, Dist, East-A,
KW&SC

Syed Zeeshan Ahsan
Executive Engineer
Dist. East-A (E&M - Water)
KW&SC

INSTRUCTIONS TO PROCURING AGENCIES

INSTRUCTIONS TO PROCURING AGENCIES

(Not to be included in Bidding Documents)

A. Basis of Documents

These Documents have been prepared as a global document intended to be used by different agencies/users according to their requirements. This document is envisaged for National Competitive Bidding (NCB), meant for use for Works costing not more than Rs. 25 Million. These documents may be tailored according to the scope of works as well as in case of contracts on International Competitive Bidding (ICB) basis, funded by international financial institutions/donors, with payments in foreign currencies. Procuring agencies are then to tailor the relevant clauses to suit their requirements including appropriate modifications in the relevant sections of the documents in the light of SPPRA Bidding Documents for Large Works.

The Procuring Agency is expected to manage the Contract itself. The role of Engineer may be added by the Procuring Agency, if the Procuring Agency wishes to engage a consultant. The role of the Engineer with specific delegated powers under various clauses of Instructions to Bidders such as clarifications of Bid Documents, Amendment of Bid Documents, evaluation of Bids etc. and to administer the Contract under various clauses of Conditions of Contract should have been specified. The Procuring Agency will be required to set out in the specifications and drawings the full scope of work including the extent of design to be done by the Contractor, if any.

B. Contents ofDocuments

As stated in Clause IB.4 of Instructions to Bidders, the complete Bidding Documents in addition to Invitation for Bids shall comprise items listed therein including any addendum to Bidding Documents issued in accordance with IB.6. The Standard Form of Bidding Documents (for Small Contracts) includes the following:

1. Instructions to Bidders & BiddingData
2. Form of Bid & Schedules toBid
3. Conditions of Contract & ContractData
4. StandardForms
5. Specifications
6. Drawings, ifany

In addition, Instructions to procuring agencies are also provided at various locations of this document within parenthesis or as a Note(s). Procuring agencies are expected to edit or finalise this document accordingly, by filling in all the relevant blank spaces and forms as per the scope of the work, deleting all notes and instructions intended to help the bidders.

The procuring agency is required to prepare the following for completion of the Bidding Documents:

(i) Invitation forBids

(ii) BiddingData
(iii) Schedules to Bid(Samples)
(iv) Schedule of Prices(Format)
(v) ContractData
(vi) Specifications
(vii) Drawings, ifany

The Procuring agency's attention is drawn to the following while finalizing the Bidding Documents.

C. Notice Inviting Tender/ Invitation for Bids/ Request for Expression ofInterest

The -Notice Inviting Tenderis meant for publication of tendersfor calling bids in the newspapers and SPPRAWebsite.

The blank spaces wherever shown are required to be filled by the Procuring Agency before issuance of Bidding Documents.

The Procuring Agency may modify para 1 of Notice Inviting Tender as per its requirements. The notice should be published so as to give the interested bidders sufficient working period for preparation and submission of bids – not less than 15 days for National Competitive Bidding and 45 days for International Competitive Bidding (SPP Rule 18).

1. The eligible bidders are defined in IB.2; the text can be amended by the Procuring Agency as deemedappropriate.

2. The non-refundable fee for the sale of Bidding Documents should be nominal so as to cover printing/reproduction and mailing costs and to ensure that only bona-fide bidders shall apply (SPP Rule20).

3. The amount of Bid Security should be a lump sum figure or a percentage, but not less than 1% and more than 5% of bid price and should be in accordance with IB.13.1 (SPP Rule 37).

4. If the venue of receipt of bids and the opening of bids is the same, the times forreceipt and opening of bids are to be entered in last Para of the Notice Inviting Tender, otherwise indicate the name, address and exact location for the opening of bids. However the date for the receipt and the opening of bids shall be same (SPP Rule41).

D. Instructions toBidders

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

The Instructions to Bidders can be used as given. Procuring agency may have to make changes under Bidding Data.

The Procuring Agency's or Engineer's Representative, if any, shall exercise powers of the Engineer/Procuring Agency under and in connection with Clauses IB.5, IB.6, IB.16, etc. In

case an Engineer has been appointed by the Procuring Agency, the aforesaid clauses may be modified accordingly to specify the role of the Engineer by the Procuring Agency, otherwise the Engineer's reference wherever exist, except Sub-Clause 1.1.20 & Clause 15 of Conditions of Contract and Item 1.1.20 of Contract Data, shall be deleted.

E. Bidding Data

The blank spaces wherever shown in Bidding Data are required to be filled by the Engineer/Procuring Agency before issuance of Bidding Documents.

1. Contents of IB.10.3 may be retained or modified by the ProcuringAgency.
2. Procuring Agency should insert required experience inIB.11.2.
3. Referring to IB.14.1, the period of bid validity may range from 30 to 90 days depending upon the size and nature of the works. Number of days shall be filled in as per Procuring Agency'srequirements.
4. Contents of IB.16.3 to IB.16.8 may be retained or modified by the Procuring Agency in accordance with itsrequirements.

F. Schedules toBid

Specimen of Schedules to Bid including format of Schedule of Prices are provided in this document. The Procuring Agency may add/delete/modify as per its requirement.

The blank spaces wherever shown are required to be filled by the Engineer/Procuring Agency before issuance of Bidding Documents except those required to be provided by the Contractor.

G. Conditions of Contract

The procuring agency while preparing Contract Data, shall ensure that no Clause of Conditions of Contract is deleted and that the changes included in Contract Data shall be such as not to change the spirit of the document. Any adjustment or change in clauses of Conditions of Contract to meet specific project features shall be made with care and incorporated in Contract Data.

H. ContractData

The blank spaces wherever shown are required to be filled by the Engineer/Procuring Agency before issuance of Bidding Documents.

1. Referring to Sub-Clause 1.1.1 of Conditions of Contract, the Engineer/Procuring Agency may add, in order of priority, such other documents as to form part of the Contract, in Sub-Clause 1.3 of the ContractData.

2. The Procuring Agency's Representative, if any, shall exercise powers of the Procuring Agency under and in connection with Sub-Clauses 1.3, 2.3, 4.2, 4.3, 5.1, 7.3, 8.2, 9.1, 9.2, 10.1, 10.2, 10.5, 11.1, 11.5, 12.1, 13.2 and 14.1 of the Conditions of Contract. In case an Engineer has been appointed by the Procuring Agency, the aforesaid clauses may be modified accordingly by the ProcuringAgency.

3. The sum insured for different insurances including minimum amount of third party insurance should be assessed by the Engineer/Procuring Agency and entered in Contract Data. Such insurance cover shall be carried out with Insurance Company having at least AA rating from PACRA / JCR in the favour of the procuringagency.

4. The time for completion of the whole of the works should be assessed by the Engineer/Procuring Agency and entered in the ContractData.

5. The Conditions of Contract contain no overall limit on the Contractor's liability. The amount of **liquidated damages** per day of delay shall be entered by the Engineer/Procuring Agency in Contract Data. Usually the liquidated damages are set between **0.05 percent and 0.10 percent per day and the maximum limit as 10 percent of contract price stated in the Letter ofAcceptance.**

6. Any amendment and/or additions to the Conditions of the Contract that are specific to a given Bid/Contract should be included by the Procuring agency. This may include but not be limited to the provisions regarding thefollowing:

   a) Terms of Payment should be prepared and incorporated in Contract Data by the Engineer/ProcuringAgency.

   b) The Engineer/Procuring Agency to make sure that all taxes and duties are included by the Bidders/Contractors in theirprices.

I. Specifications

To be prepared and incorporated by the Engineer/Procuring Agency

J. Drawings

To be prepared and incorporated by the Engineer/Procuring Agency, if required.

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INVITATION FOR BIDS

INSTRUCTIONS
TO BIDDERS
&
BIDDING DATA

Notes on the Instructions to Bidders

This section of the bidding documents should provide the information necessary for bidders to prepare responsive bids, in accordance with the requirements of the Procuring Agency. It should also give information on bid submission, opening and evaluation, and on the award of contract.

Matters governing the performance of the Contract or payments under the Contract, or matters affecting the risks, rights, and obligations of the parties under the Contract are not normally included in this Section, but rather in the appropriate sections of the *Conditions of Contract* and/or *ContractData*.

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INSTRUCTIONS TO BIDDERS

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

A. GENERAL

IB.1 Scope of Bid & Source ofFunds

1.1 Scope of Bid

ThcProcuringAgencyasdefinedintheBiddingData(hereinaftercalled-theProcuring Agencyl) wishes to receive Bids for the Works summarized in the Bidding Data (hereinafterreferred to as -the Worksl).

Bidders must quote for the complete scope of work. Any Bid covering partial scope of work will be rejected asnon-responsive.

1.2 Source ofFunds

The Procuring Agency has arranged funds from its own sources or *Federal/ Provincial /Donor agency or any other source,* which may be indicated accordingly in bidding data towards the cost of the project/scheme.

IB.2 Eligible Bidders

2.1 Bidding is open to all firms and persons meeting the followingrequirements:

a) duly licensed by the Pakistan Engineering Council (PEC) in the appropriate category for value ofworks.

Provided that the works costing Rs. 2.5 million or less shall not require any registration with PEC .

b) duly pre-qualified with the Procuring Agency. (*Whererequired*).

In the event that prequalification of potential bidders has been undertaken, only bids from prequalified bidders will be considered for award of Contract.

c) if prequalification has not undertaken , the procuring agency may askinformation and documents not limited tofollowing:-
   (i) companyprofile;
   (ii) works of similar nature and size for each performed in last *3/5*years;
   (iii) constructionequipments;
   (iv) qualification and experience of technical personnel and keysite management;

(v) financial statement of last 3years;
(vi) information regarding litigations and abandoned works ifany.

IB.3 Cost of Bidding

3.1 The bidder shall bear all costs associated with the preparation and submission of its bid 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 (SPP Rules 24 &25).

B. BIDDING DOCUMENTS

IB.4 Contents of BiddingDocuments

4.1 In addition to Invitation for Bids, the Bidding Documents are those stated below, and should be read in conjunction with any Addendum issued in accordance with Sub-Clause IB.6.1.

1. Instructions to Bidders & BiddingData
2. Form of Bid, Qualification Information & Schedules toBid
   Schedules to Bid comprise thefollowing:
   (i) Schedule A: Schedule of Prices/ Bill of Quantities(BoQ).
   (ii) Schedule B: Specific WorksData
   (iii) Schedule C: Works to be Performed bySubcontractors
   (iv) Schedule D: Proposed Programme ofWorks
   (v) Schedule E: Method of PerformingWorks
   (vi) Schedule F: Integrity Pact (works costing Rs 10 million andabove)
3. Conditions of Contract & ContractData
4. StandardForms:
   (i) Form of BidSecurity.
   (ii) Form of Performance Security;
   (iii)Form of ContractAgreement;
   (iv) Form of Bank Guarantee for Advance Payment.
5. Specifications
6. Drawings, ifany

IB.5 Clarification of BiddingDocuments

5.1 A prospective bidder requiring any clarification(s) in respect of the Bidding Documentsmay notify the Engineer/Procuring Agency at the Engineer's/ Procuring Agency's address indicated in the BiddingData.

5.2 Aninterestedbidder,whohasobtainedbiddingdocuments,mayrequestforclarification

of contents of bidding documents in writing and procuring agency shall respond to such quarries in writing within three calendar days, provided they are received at least five calendar days prior to the date of opening of bid (SPP Rule 23-1).

;

IB.6 Amendment of Bidding Documents (SPP Rules 22(2) &22).

6.1 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 issuingaddendum.

6.2 Any addendum thus issued shall be part of the Bidding Documents pursuant to Sub-Clause 6.1 hereof, and shall be communicated in writing to all purchasers of the Bidding Documents. Prospective bidders shall acknowledge receipt of each addendum in writing to the ProcuringAgency.

6.3 To afford interested bidders reasonable time in which to take an addendum into account in preparing their Bids, the Procuring Agency may at its discretion extend the deadlinefor submission ofBids.

C. PREPARATION OFBIDS

IB.7 Language ofBid

7.1 All documents relating to the Bid shall be in the language specified in the ContractData.

IB.8 Documents Comprising the Bid

8.1 The Bid submitted by the bidder shall comprise thefollowing:

(a) Offer /CoveringLetter
(b) Form of Bid duly filled, signed and sealed, in accordance withIB.14.3.
(c) Schedules (A to F) to Bid duly filled and initialed, in accordance with the instructions contained therein & in accordance withIB.14.3.
(d) Bid Security furnished in accordance withIB.13.
(e) Power of Attorney in accordance with IB14.5.
(f) Documentary evidence in accordance with IB.2(c) &IB.11
(g) Documentary evidence in accordance withIB.12.

IB.9 Sufficiency ofBid

9.1 Each bidder shall satisfy himself before Bidding as to the correctness and sufficiency of his Bid and of the premium on the rates of CSR / rates and prices quoted/entered in the Schedule of Prices, 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 theworks.

9.2 The bidder is advised to obtain for himself at his own cost and responsibility all information that may be necessary for preparing the bid and entering into a Contract for execution of theWorks.

IB.10 Bid Prices, Currency of Bid and Payment

10.1 The bidder shall fill up the Schedule of Prices (Schedule A to Bid) indicating the percentage above or below the Composite Schedule of Rates/unit rates and prices of the Works to be performed under the Contract. Prices in the Schedule of Prices/Bill of Quantities shall be quoted entirely in Pak Rupees keeping in view the instructions contained in the Preamble to Schedule ofPrices.

10.2 Unless otherwise stipulated in the Conditions of Contract, prices quoted by the bidder shall remain fixed during the bidder's performance of the Contract and not subject to variation on anyaccount.

10.3 The unit rates and prices in the Schedule of Prices or percentage above or below on the composite schedule of rates shall be quoted by the bidder in the currency as stipulatedin BiddingData.

10.4 Items for which no rate or price is entered by the Bidder will not be paid for by the Procuring Agency when executed and shall be deemed covered by the other rates and prices in the Bill ofQuantities.

IB.11 Documents Establishing Bidder's Eligibility and Qualifications

11.1 Pursuant to Clause IB.8, the bidder shall furnish, as part of its bid, documentsestablishing the bidder's eligibility to bid and its qualifications to perform the Contract if its bid is accepted.

11.2 Bidder must possess and provide evidence of its capability and the experience as stipulated in Bidding Data and the Qualification Criteria mentioned in the Bidding Documents.

IB.12 Documents Establishing Works' Conformity to Bidding Documents

12.1 The documentary evidence of the Works' conformity to the Bidding Documents may be in the form of literature, drawings and data and the bidder shall furnish documentation as set out in BiddingData.

12.2 The bidder shall note that standards for workmanship, material and equipment, and references to brand names or catalogue numbers, if any, designated by the Procuring Agency in the Technical Provisions are intended to be descriptive only and notrestrictive.

IB.13 Bid Security

13.1 Each bidder shall furnish, as part of his bid, at the option of the bidder, a Bid Security as percentage of bid price/estimated cost or in the amount stipulated in Bidding Data in Pak. Rupees in the form of *Deposit at Call/ Payee's Order or a Bank Guarantee* issued by a Scheduled Bank in Pakistan in favour of the Procuring Agency valid for a period up to twenty eight (28) days beyond the bid validity date (*Bid security should not be below 1% and not exceeding 5% of bid price/estimated cost SPP Rule37*).

13.2 Any bid not accompanied by an acceptable Bid Security shall be rejected bythe Procuring Agency asnon-responsive.

13.3 The bid securities of unsuccessful bidders will be returned upon award of contract to the successful bidder or on the expiry of validity of Bid Security whichever isearlier.

13.4 The Bid Security of the successful bidder will be returned when the bidder has furnished the required Performance Security, and signed the Contract Agreement (SPP Rule37).

13.5 The Bid Security may beforfeited:

(a) if a bidder withdraws his bid during the period of bid validity;or
(b) ifabidderdoesnotacceptthecorrectionofhisBidPrice,pursuanttoSub-Clause 16.4 (b) hereof; or
(c) in the case of a successful bidder, if he fails within the specified time limitto:

(i) furnish the required Performance Securityor
(ii) sign the ContractAgreement.

IB.14 Validity of Bids, Format, Signing and Submission of Bid

14.1 Bids shall remain valid for the period stipulated in the Bidding Data after the date of bid opening.

14.2 In exceptional circumstances, Procuring Agency may request the bidders to extend the period of validity for a additional period but not exceeding 1/3 of the original period. The request and the bidders' responses shall be made in writing or by cable. A Bidder may refuse the request without forfeiting the Bid Security. A Bidder agreeing to the request will not be required or permitted to otherwise modify the Bid, but will be required to extend the validity of Bid Security for the period of the extension, and in compliance with IB.13 in all respects (SPP Rule38).

14.3 All Schedules to Bid are to be properly completed andsigned.

14.4 No alteration is to be made in the Form of Bid except in filling up the blanks as directed. If any alteration be made or if these instructions be not fully complied with, the bid may berejected.

14.5 Each bidder shall prepare Original and number of copies specified in the Bidding Data of thedocumentscomprisingthebidasdescribedinIB.8andclearlymarkthem –ORIGINAL| and –COPY| as appropriate. In the event of discrepancy between them, the original shall prevail.

14.6 The original and all copies of the bid shall be typed or written in indelible ink and shallbe signed by a person or persons duly authorized to sign (in the case of copies, Photostatsare also acceptable). This shall be indicated by submitting a written Power of Attorney authorising the signatory of the bidder to act for and on behalf of the bidder. All pages of the bid shall be initialed and official seal be affixed by the person or persons signing the bid.

14.7 The Bid shall be delivered in person or sent by registered mail at the address to Procuring Agency as given in BiddingData.

D. SUBMISSION OFBID

IB.15 Deadline for Submission, Modification & Withdrawal of Bids

15.1 Bids must be received by the Procuring Agencyat the address/provided in Bidding Data not later than the time and date stipulatedtherein.

15.2 The inner and outer envelopesshall

(a) be addressed to the Procuring Agency at the address provided in the BiddingData;
(b) bear the name and identification number of the Contract as defined in theBidding and Contract Data;and
(c) provide a warning not to open before the specified time and date for Bidopening as defined in the BiddingData.
(d) in addition to the identification required in 15.2, the inner envelopes shallindicate the name and address of the Bidder to enable the Bid to be returned unopened in case it is declaredlate.
(e) If the outer envelope is not sealed and marked as above, the Procuring Agencywill assume no responsibility for the misplacement or premature opening of theBid.

15.3 Bids submitted through telegraph, telex, fax or e-mail shall not beconsidered.

15.4 Any bid received by the Procuring Agency after the deadline for submission prescribed in Bidding Data will be returned unopened to suchbidder.

15.5 Any bidder may modify or withdraw his bid after bid submission provided that the modification or written notice of withdrawal is received by the Procuring Agency prior to the deadline for submission ofbids.

15.6 Withdrawal of a bid during the interval between the deadline for submission of bids and the expiration of the period of bid validity specified in the Form of Bid may result in forfeiture of the Bid Security pursuant to IB.13.5(a).

E. BID OPENING AND EVALUATION

IB.16 Bid Opening, Clarification and Evaluation (SPP Rules 41, 42 &43)

16.1 The Procuring Agency will open the bids, in the presence of bidders' representatives who choose to attend, at the time, date and in the place specified in the BiddingData.

16.2 The bidder's name, Bid Prices, any discount, the presence or absence of Bid Security, and such other details as the Procuring Agency at its discretion may consider appropriate, will be announced by the Procuring Agency at the bid opening. The Procuring Agency will record the minutes of the bid opening. Representatives of the bidders who choose to attend shall sign the attendancesheet.

Any Bid Price or discount which is not read out and recorded at bid opening will not be taken into account in the evaluation of bid.

16.3 To assist in the examination, evaluation and comparison of Bids the Engineer/Procuring Agency may, at its discretion, ask the bidder for a clarification of its Bid. The request for clarification and the response shall be in writing and no change in the price or substance of the Bid shall be sought, offered or permitted (SPP Rule43).

16.4 (a) Prior to the detailed evaluation, pursuant to IB.16.7 to 16.9, the Engineer/Procuring Agency will determine the substantial responsiveness of each bid to the Bidding Documents. For purpose of these instructions, a substantially responsive bid is one which conforms to all the terms and conditions of the Bidding Documents without material deviations. It will include determining the requirements listed in BiddingData.

(b) Arithmetical errors will be rectified on the followingbasis:

If there is a discrepancy between the unit price and total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between the words and figures the amount in words shall prevail. If there is a discrepancy between the Total Bid price entered in Form of Bid and the total shown in Schedule of Prices-Summary, the amount stated in the Form of Bid will be corrected by the Procuring Agencyin accordance with the Corrected Schedule ofPrices.

If the bidder does not accept the corrected amount of Bid, his Bid will be rejected and his Bid Security forfeited.

16.5 A Bid determined as substantially non-responsive will be rejected and will not subsequently be made responsive by the bidder by correction of thenon-conformity.

16.6 Any minor informality or non-conformity or irregularity in a Bid which does not constituteamaterialdeviation**(majordeviation)**maybewaivedbyProcuringAgency,

provided such waiver does not prejudice or affect the relative ranking of any other bidders.

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

(i) has been not properlysigned;
(ii) is not accompanied by the bid security of required amount andmanner;
(iii) stipulating price adjustment when fixed price bids were calledfor;
(iv) failing to respond tospecifications;
(v) failing to comply with Mile-stones/Critical dates provided in BiddingDocuments;
(vi) sub-contracting contrary to the Conditions of Contract specified inBidding Documents;
(vii) refusing to bear important responsibilities and liabilities allocated in theBidding Documents, such as performance guarantees and insurancecoverage;
(viii) taking exception to critical provisions such as applicable law, taxes and dutiesand dispute resolutionprocedures;
(ix) a material deviation or reservation is one:
  (a) which affect in any substantial waythe scope, quality or performance of the works;
  (b) adoption/rectification whereof would affect unfairly the competitiveposition of other bidders presenting substantially responsivebids.

(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.

16.7 The Engineer/Procuring Agency will evaluate and compare only the bids previously determined to be substantially responsive pursuant to IB.16.4 to 16.6 as per requirements given hereunder. Bids will be evaluated for complete scope of works. The prices will be compared on the basis of the Evaluated Bid Price pursuant to IB.16.8 hereinbelow.

Technical Evaluation: It will be examined in detail whether the works offered by the bidder complies with the Technical Provisions of the Bidding Documents. For this purpose, the bidder's data submitted with the bid in Schedule B to Bid will be compared with technical features/criteria of the works detailed in the Technical Provisions. Other technical information submitted with the bid regarding the Scope of Work will also be reviewed.

16.8 Evaluated BidPrice

In evaluating the bids, the Engineer/Procuring Agency will determine for each bid in addition to the Bid Price, the following factors (adjustments) in the manner and to the extent indicated below to determine the Evaluated Bid Price:

(i) making any correction for arithmetic errors pursuant to IB.16.4hereof.

(ii) discount, if any, offered by the bidders as also read out and recorded at the time of bidopening.

(iii) excluding **provisional sums** and the provisions for **contingencies** in the Billof Quantities **if any**, but including **Day work,** where pricedcompetitively.

IB.17 Process to be Confidential

17.1 Subject to IB.16.3 heretofore, no bidder shall contact Engineer/Procuring Agency on any matter relating to its Bid from the time of the Bid opening to the time the bid evaluation result is announced by the Procuring Agency. The evaluation result shall be announced at least seven (07) days prior to award of Contract (SPP Rule 45). 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.

172 Any effort by a bidder to influence Engineer/Procuring Agency in the Bid evaluation, Bid comparison or Contract Award decisions may result in the rejection of his Bid. Whereas any bidder feeling aggrieved, may lodge a written complaint to Complaint Redressal Committee as per terms and conditions mentioned in SPP Rules 31 & 32. However, mere fact of lodging a complaint shall not warrant suspension of procurementprocess.

173 Bidders may be excluded if involved in **"Corrupt and Fraudulent Practices"** means either one or any combination of the practices given below SPPRule2(q);

(i) **-Coercive Practice**means any impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence the actions of a party to achieve a wrongful gain or to cause a wrongful loss to anotherparty;

(ii) **-CollusivePractice**means any arrangement between two or more partiesto the procurement process or contract execution, designed to achieve with or without the knowledge of theprocuringagencytoestablishpricesatartificial,noncompetitivelevelsforanywrongfulgain;

(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 wrongfulgain;

(iv) **-FraudulentPractice"** meansany 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 anobligation;

(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 concealingof 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.

F. AWARD OFCONTRACT

IB.18. Post Qualification

18.1 The Procuring Agency, at any stage of the bid evaluation, having credible reasons for or *prima facie* evidence of any defect in contractor's capacities, may require the contractors to provide information concerning their professional, technical, financial, legal or managerial competence whether already pre-qualified ornot:

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

182 The determination will take into account the bidder's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the bidders' qualifications submitted under B.11, as well as such other information required in the BiddingDocuments.

IB.19 Award Criteria & Procuring Agency's Right

19.1 Subject to IB.19.2, the Procuring Agency will award the Contract to the bidder whose bid has been determined to be substantially responsive to the Bidding Documents and who has offered the lowest evaluated Bid Price, provided that such bidder has beendetermined to be qualified to satisfactory perform the Contract in accordance with the provisions of theIB.18.

192 Not withstanding IB.19.1, the Procuring Agency reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of Contract, without thereby incurring any liability to the affected bidders or any obligation to inform the affected bidders of the grounds for the Procuring Agency's action except that the grounds for its rejection of all bids shall upon request be communicated, to any bidder who submitted a bid, without justification of the grounds. Notice of the rejection of all the bids shall be given promptly to all the bidders (SPP Rule25).

IB.20 Notification of Award & Signing of Contract Agreement

20 Prior to expiration of the period of bid validity prescribed by the Procuring Agency, the Procuring Agency will notify the successful bidder in writing (—Letter of Acceptancell) that his bid has been accepted (SPP Rule49).

202 Within seven (07) days from the date of furnishing of acceptable Performance Security under the Conditions of Contract, the Procuring Agency will send the successful bidder the Form of Contract Agreement provided in the Bidding Documents, incorporating all agreements between theparties.

203 The formal Agreement between the Procuring Agency and the successful bidder duly stamped at rate of ----% of bid price(updated from time to time) stated in Letter of Acceptance shall be executed within seven (07) days of the receipt of Form of Contract Agreement by the successful bidder from the ProcuringAgency.

FORM OF BID AND SCHEDULES TO BID

FORM OF BID
(LETTER OF OFFER)

Bid ReferenceNo. _____

_____

_____

(Name of Works)

To:

_____

_____

_____

Gentlemen,

1. Having examined the Bidding Documents including Instructions to Bidders, Bidding Data, Conditions of Contract, Contract Data, Specifications, Drawings, if any, Schedule of Prices and AddendaNos. _____for the execution of the above-named works, we, the undersigned, being a company doing business under the name of and address _____ _____and being duly incorporated under the laws of Pakistan hereby offer to execute and complete such works and remedy any defects therein in conformity with the said Documents including Addenda thereto for the Total Bid Price of Rs_____(Rupees_____) or such other sum as may be ascertained in accordance with the saidDocuments.

2. We understand that all the Schedules attached hereto form part of thisBid.

3. As security for due performance of the undertakings and obligations of this Bid, we submit herewith a Bid Security in the amountof _____ _____drawn in your favour or made payable to you and valid for a period of twenty eight (28) days beyond the period of validity ofBid.

4. We undertake, if our Bid is accepted, to commence the Works and to deliver and complete the Works comprised in the Contract within the time(s) stated in ContractData.

5. We agree to abide by this Bid for the periodof_____days from the date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiration of thatperiod.

6. Unless and until a formal Agreement is prepared and executed, this Bid, together with your written acceptance thereof, shall constitute a binding contract betweenus.

7. Weundertake,ifourBidisaccepted,toexecutethePerformanceSecurity

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

8. We understand that you are not bound to accept the lowest or any bid you may receive.

9. We do hereby declare that the Bid is made without any collusion, comparison of figures or arrangement with any other person or persons making a bid for the Works.

Datedthis_____dayof_____, 20

Signature_____

in thecapacityof_____duly authorized to sign bid for and on behalfof

_____

(Name of Bidder in Block Capitals)

(Seal)

Address

_____

_____

_____

Witness:

(Signature)_____

Name:_____

Address: _____

_____

[SCHEDULES TO BID INCLUDE THE FOLLOWING:

- Schedule A to Bid: Schedule ofPrices
- Schedule B to Bid: Specific WorksData
- Schedule C to Bid: Works to be Performed bySubcontractors
- Schedule D to Bid: Proposed Program ofWorks
- Schedule E to Bid: Method of PerformingWorks
- Schedule F to Bid: IntegrityPact]

SCHEDULE – A TO BID

SCHEDULE OF PRICES

Sr.No.		PageNo.
1.	Preamble to ScheduleofPrices	24
2.	ScheduleofPrices	26
	*(a) Summary of Bid Prices	
	* (b) Detailed Schedule of Prices /Bill of Quantities(BOQ)	

* *[To be prepared by the Engineer/ProcuringAgency]*

PREAMBLE TO SCHEDULE OF PRICES

1. General

1.1 The Schedule of Prices shall be read in conjunction with the Conditions of Contract, Contract Data together with the Specifications and Drawings, ifany.

1.2 The Contract shall be for the whole of the works as described in these Bidding Documents. Bids must be for the complete scope ofworks.

2. Description

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

3. Units &Abbreviations

3.1 Units of measurement, symbols and abbreviations expressed in the Bidding Documents shall comply with the SystemeInternationaled' Unites (SIUnits).

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

4. Rates andPrices

4.1 Except as otherwise expressly provided under the Conditions of Contract, the rates and amounts entered in the Schedule of Prices shall be the rates at which the Contractor shall be paid and shall be the full inclusive value of the works set forth or implied in the Contract; except for the amounts reimbursable, if any to the Contractor under the Contract.

4.2 Unless otherwise stipulated in the Contract Data, the premium, rates and prices entered by the bidder shall not be subject to adjustment during the performance of theContract.

4.3 All duties, taxes and other levies payable by the Contractor shall be included in the rates andprices.

4.4 The whole cost of complying with the provisions of the Contract shall beincludedintheitemsprovidedintheScheduleofPrices,andwhere

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

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

4.5 (a) The bidder shall be deemed to have obtained all information as to and all requirements related thereto which may affect the bid price.

*(b) The Contractor shall be responsible to make complete arrangements for the transportation of the Plant to the Site.

(Procuring Agency may modify as appropriate)

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

5. Bid Prices

5.1 Break-up of BidPrices

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

5.2 Total BidPrice

The total of bid prices in the Schedule of Prices shall be entered in the Summary of Bid Prices.

6. Provisional Sums and Daywork

6.1 Provisional Sums included and so designated in the Schedule of Prices if any, shall be expended in whole or in part at the direction and discretion of the Engineer/Procuring Agency. The Contractor will only receive payment in respect of Provisional Sums, if he has been instructed by the Engineer/Procuring Agency to utilize suchsums.

6.2 Day work rates in the contractor's bid are to be used for small additional amounts of work and only when the Engineer have given written instructions in advance for additional work to be paid for in that

SCHEDULE OF PRICES – SUMMARY OF BID PRICES (Sample)

Bill No.	Description	Total Amount (Rs)
	(A) Building Work	
1.	Civil works	
2	Internal sanitary and water supply	
3	Electrification	
4	External Development works	
5	Miscellaneous Items	
	(B) Road Work.	
1.	Earthwork	
2.	Hard Crust and Surface Treatment	
3.	Culverts and Bridges	
4.	Miscellaneous Items	
	(C) Public Health Engineering Works.	
1.	Earthwork	
2.	Subsurface Drains	
3.	Pipe Laying and Man holes	
4.	Tube wells, Pump houses	
5.	Compound wall	
6.	Miscellaneous Items	
	Total Bid Price (The amount to be entered in Paragraph 1 of the Form of Bid) (In words).	

SCHEDULE OF PRICES

Item No.	Description	Quantity	Unit Rate(Rs)	Total Amount (Rs)
	I. (Civil works)			
1.				
2.				
3.				
	II.Internal sanitary and water supply.			
1.				
2.				
3.				
	III. Electrification.			
1.				
2.				
3.				
	IV. External Development works.			
1.				
2.				
3.				
1.	**V. Miscellaneous Items**			
2.				
3.				
Total (*to be carried to Summary of Bid Price*) *Add/ Deduct the percentage quoted above/below on the prices of items based on Composite Schedule of Rates.*				

SCHEDULE - B TO BID

*SPECIFIC WORKS DATA

(To be prepared and incorporated by the Procuring Agency)

**(Note: The Procuring Agency shall spell out the information & data required to be filled out by the bidder and to furnish complementary information).*

SCHEDULE – C TO BID

WORKS TO BE PERFORMED BY SUBCONTRACTORS*

The bidder will do the work with his own forces except the work listed below which he intends to sub-contract.

Items of Works to be Sub-Contracted	Name and address of Sub-Contractors	Statement of similar works previously executed. *(attach evidence)*

Note:

* *The Procuring Agency should decide whether to allow subcontracting ornot.*

In case Procuring Agency decides to allow subcontracting then following conditions shall be complied with:

1. No change of Sub-Contractors shall be made by the bidder without prior approval of the ProcuringAgency.

2. The truthfulness and accuracy of the statement as to the experience of Sub-Contractors is guaranteed by the bidder. The Procuring Agency's judgment shall be final as to the evaluation of the experience of Sub-Contractors submitted by thebidder.

3. Statement of similar works shall include description, location & value of works, year completed and name & address of theclients.

SCHEDULE – D TO BID

PROPOSED PROGRAMME OF WORKS

Bidder shall provide a programme in a bar-chart or Program Evaluation and Review Technique (PERT) or Critical Path Method (CPM) showing the sequence of work items by which he proposes to complete the works of the entire Contract. The programme should indicate the sequence of work items and the period of time during which he proposes to complete the works including the activities like designing, schedule of submittal of drawings, ordering and procurement of materials, manufacturing, delivering, construction of civil works, erection, testing and commissioning of works to be supplied under theContract.

SCHEDULE – E TO BID

METHOD OF PERFORMING WORKS

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

- The sequence and methods in which he proposes to carry out the Works, including the number of shifts per day and hours per shift, he expects towork.
- A list of all major items of construction and plant erection, tools and vehicles proposed to be used in delivering/carrying out the works atsite.
- The procedure for installation of equipment and transportation of equipmentand materials to thesite.
- Organisation chart indicating head office & field office personnel involved in management, supervision and engineering of the Works to be done under the Contract.

SCHEDULE – F TO BID

(INTEGRITY PACT)

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

ContractNo._____Dated_____
ContractValue:_____
ContractTitle:_____

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

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

[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 ofPA.

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

.....
[ProcuringAgency] [Contractor]

CONDITIONS OF CONTRACT

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CONDITIONS OF CONTRACT

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CONDITIONS OF CONTRACT

1. GENERALPROVISIONS

1.1 Definitions

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

The Contract

1.1.1 -ContractImeanstheContractAgreementandtheotherdocumentslistedintheContractDa ta.

1.1.2 -SpecificationsImeansthe document as listed in the Contract Data, including Procuring Agency's requirements in respect of design to be carried out by the Contractor (if any), and any Variation to suchdocument.

1.1.3 -DrawingsImeanstheProcuringAgency'sdrawingsoftheWorksaslistedinthe Contract Data, and any Variation to suchdrawings.

Persons

1.1.4 -ProcuringAgencyImeansthepersonnamedintheContractDataandthelegal successors in title to this person, but not (except with the consent of the Contractor) anyassignee.

1.1.5 -ContractorImeans the person named in the Contract Data and the legal successors in title to this person, but not (except with the consent of the Procuring Agency) anyassignee.

1.1.6 -PartyImeans eitherthe ProcuringAgencyorthe Contractor.

Dates, Times and Periods

1.1.7 -Commencement DateImeans the date fourteen (14) daysafter the date the Contract comes into effect or any other date named in the ContractData.

1.1.8 -DayImeans a calendar day

1.1.9 -TimeforCompletionImeansthetimeforcompletingthe Worksasstatedinthe Contract Data (or as extended under Sub-Clause 7.3), calculated from the CommencementDate.

Money and Payments

1.1.10 -CostImeansall expenditure properly incurred (or to be incurred) by the Contractor, whether on or off the Site, including overheads and similar chargesbut

does not include any allowance for profit.

Other Definitions

1.1 -Contractor's Equipmentlmeans all machinery, apparatus and other things required for the execution of the Works but does not include Materials or Plant intended to form part of theWorks.

1.2 -Countrylmeans theIslamicRepublicof Pakistan.

1.3 -ProcuringAgency's Riskslmeans thosematterslistedin Sub-Clause6.1.

1.4 -ForceMajeurelmeansaneventorcircumstancewhichmakesperformanceofaParty's obligations illegal or impracticable and which is beyond that Party's reasonablecontrol.

1.5 _Materialsll means things of all kinds (other than Plant) to be supplied and incorporated in the Works by theContractor.

1.6 -Plantlmeansthemachineryandapparatusintendedtoformorformingpartofthe Works.

1.7 -Sitelmeanstheplacesprovidedbytheprocuring Agencywhere the Worksare to be executed, and any other places specified in the Contract as forming part of the Site.

1.8 -Variationlmeansachangewhichisinstructedbythe Engineer/ProcuringAgency under Sub-Clause10.1.

1.9 _Worksl means any or all the works whether Supply, Installation, Construction etc. and design (if any) to be performed by the Contractor including temporary works and any variationthereof.

1.10 -Engineerlmeansthepersonnotifiedbytheprocuringagencytoactasengineer for the purpose of the Contract and named as such in ContractData.

1.2 Interpretation

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

1.3 Priority ofDocuments

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

1.4 **Law**

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

1.5 **Communications**

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

1.6 **StatutoryObligations**

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

2. THE PROCURINGAGENCY

2.1 **Provision of Site**

The Procuring Agency shall provide the Site and right of access thereto at thetimes stated in the ContractData.
Site Investigation Reports are those that were included in the bidding documents and are factual and interpretative reports about the surface and subsurface conditions at the Site.

2.2 **Permitsetc.**

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

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

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

2.4 **Approvals**

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

3. ENGINEER'S/PROCURING AGENCY'SREPRESENTATIVES

3.1 **AuthorisedPerson**

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

3.2 Engineer's/Procuring Agency'sRepresentative

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

4. THECONTRACTOR

4.1 GeneralObligations

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

4.2 Contractor'sRepresentative

The Contractor shall appoint a representative at site on full time basis to supervise the execution of work and to receive instructions on behalf of the Contractor but only after obtaining the consent of the Procuring Agency for such appointment which consent shall not be withheld without plausible reason(s) by the Procuring Agency. Such authorized representative may be substituted/ replaced by the Contractor at any time during the Contract Period but only after obtaining the consent of the Procuring Agency as aforesaid.

4.3 Subcontracting

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

4.4 PerformanceSecurity

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

5. DESIGN BYCONTRACTOR

5.1 Contractor'sDesign

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

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

5.2 Responsibility forDesign

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

6. PROCURING AGENCY'SRISKS

6.1 The Procuring Agency'sRisks

The Procuring Agency's Risks are:-

a) war, hostilities (whether war be declared or not), invasion, act of foreign enemies, within theCountry;

b) rebellion, terrorism, revolution, insurrection, military or usurped power, or civil war, within theCountry;

c) riot, commotion or disorder by persons other than the Contractor's personnel and other employees including the personnel and employees of Sub-Contractors, affecting the Site and/or theWorks;

d) ionising radiations, or contamination by radio-activity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radio-active toxic explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component of such an assembly, except to the extent to which the Contractor/Sub-Contractors may be responsible for the use of any radio-activematerial;

e) Pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonicspeeds;

f) use or occupation by the Procuring Agency of any part of the Works, except as may be specified in theContract;

g) late handing over of sites, anomalies in drawings, late delivery of designs and drawings of any part of the Works by the Procuring Agency's personnel or by others for whom the Procuring Agency isresponsible;

h) a suspension under Sub-Clause 2.3 unless it is attributable to the Contractor's failure;and

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

7. TIME FORCOMPLETION

7.1 Execution of theWorks

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

7.2 Programme

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

7.3 Extension ofTime

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

7.4 LateCompletion

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

8. TAKING-OVER

8.1 Completion

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

8.2 **Taking-OverNotice**

Within fourteen (14) days of the receipt of the said notice of completion from the Contractor the Procuring Agency/Engineer shall either takeover the completed works and issue a Certificate of Completion to that effect or shall notify the Contractor his reasons for not taking-over the works. While issuing the Certificate of Completion as aforesaid, the Procuring Agency/Engineer may identify any outstanding items of work which the Contractor shall undertake during the Maintenances Period.

9. REMEDYINGDEFECTS

9.1 RemedyingDefects

The Contractor shall for a period stated in the Contract Data from the date of issue of the Certificate of Completion carry out, at no cost to the Procuring Agency, repair and rectification work which is necessitated by the earlier execution of poor quality of work or use of below specifications material in the execution of Works and which is so identified by the Procuring Agency/Engineer in writing within the said period. Upon expiry of the said period, and subject to the Contractor's faithfully performing his aforesaid obligations, the Procuring Agency/Engineer shall issue a Maintenance Certificate whereupon all obligations of the Contractor under this Contract shall come to an end.

Failure to remedy any such defects or complete outstanding work within a reasonable time shall entitle the Procuring Agency to carry out all necessaryworks at the Contractor's cost. However, the cost of remedying defects not attributable to the Contractor shall be valued as aVariation.

9.2 Uncovering andTesting

The Engineer/Procuring Agency may give instruction as to the uncovering and/or testing of any work. Unless as a result of an uncovering and/or testing it is established that the Contractor's design, materials, plant or workmanship are not in accordance with the Contract, the Contractor shall be paid for such uncovering and/or testing as a Variation in accordance with Sub-Clause10.2.

10. VARIATIONS ANDCLAIMS

10.1 Right toVary

The Procuring Agency/Engineer may issue Variation Order(s) in writing. Where for any reason it has not been possible for the Procuring Agency/Engineer to issue such Variations Order(s), the Contractor may confirm any verbal orders given by the Procuring Agency/Engineer in writing and if the same are not refuted/denied by the Procuring Agency/Engineer within ten (10) days of the receipt of such confirmation the same shall be deemed to be a Variation Orders for the purposes of thisSub-Clause.

10.2 Valuation ofVariations

Variations shall be valued as follows:

a) at a lump sum price agreed between the Parties,or

b) where appropriate, at rates in the Contract,or

c) in the absence of appropriate rates, the rates in the Contract shall be used as the basis for valuation, or failingwhich

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

e) if the Engineer/Procuring Agency so instructs, at day work rates set out in the Contract Data for which the Contractor shall keep records of hours of labour and Contractor's Equipment, and of Materials,used.

10.3 Changes in theQuantities.

a) If the final quantity of the work done differs from the quantity in the Bill of Quantities for the particular item by more than 25 percent, provided the change exceeds 1 percent of the Initial Contract Price, the Procuring Agency/Engineer shall adjust the rate to allow for the change and will be valued as per sub clause10.2.

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

c) If requested by the Engineer, the contractor shall provide the Engineer with a detailed cost breakdown of any rate in the Bill ofQuantities.

10.4 Early Warning

The Contractor shall notify the Engineer/Procuring Agency in writing as soon as he is aware of any circumstance which may delay or disrupt the Works, or which may give rise to a claim for additional payment.

To the extent of the Contractor's failure to notify, which results to the Engineer/Procuring Agency being unable to keep all relevant records or not taking steps to minimise any delay, disruption, or Cost, or the value of any Variation, the Contractor's entitlement to extension of the Time for Completion or additional payment shall bereduced/rejected.

10.5 Valuation ofClaims

If the Contractor incurs Cost as a result of any of the Procuring Agency's Risks, the Contractor shall be entitled to the amount of such Cost. If as a result of any

Procuring Agency's Risk, it is necessary to change the Works, this shall be dealt with as a Variation subject to Contractor's notification for intention of claim to the Engineer/Procuring Agency within fourteen (14) days of the occurrence of cause.

10.6 Variation and ClaimProcedure

The Contractor shall submit to the Engineer/Procuring Agency an itemised detailed breakdown of the value of variations and claims within twenty eight (28) days of the instruction or of the event giving rise to the claim. The Engineer/Procuring Agency shall check and if possible agree the value. In the absence of agreement, the Procuring Agency shall determine thevalue.

11. CONTRACT PRICE ANDPAYMENT

11.1 (a) Terms of Payments

The amount due to the Contractor under any Interim Payment Certificate issued by the Engineer pursuant to this Clause, or to any other terms of the Contract, shall , subject to Clause 11.3, be paid by the Procuring Agency to the Contractor within 30 days after such Interim Payment Certificate has been jointly verified by Procuring Agency andContractor, or, in the case of the Final Certificate referred to in Sub Clause 11.5, within 60days after such Final Payment Certificate has been jointly verified by Procuring Agency andContractor;

Provided that the Interim Payment shall be caused in thirty (30) days and Final Payment in 60 days in case of foreign funded project. In the event of the failure of the Procuring Agency to make payment within 90 days then Procuring Agency shall pay to the Contractor compensation at the 28 days rate of KIBOR+2% per annum in local currency andLIBOR+1% for foreign currency, upon all sums unpaid from the date by which the same should have beenpaid.

(b) Valuation of theWorks

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

11.2 MonthlyStatements

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

a) the value of the Works executed less to the cumulative amount paid previously;and

b) value of secured advance on the materials and valuation of variations (if any).

The Contractor shall submit each month to the Engineer/Procuring Agency a statement showing the amounts to which he considers himself entitled.

11.3 InterimPayments

Within a period not exceeding seven (07) days from the date of submission of a statement for interim payment by the Contractor, the Engineer shall verify the same and within a period not exceeding thirty (30/60) days from the said date of submission by the Contractor, the Procuring Agency shall pay to the Contractor the sum subject to adjustment for deduction of the advance payments andretention money.

11.4 Retention

Retention money shall be paid by the Procuring Agency to the Contractor within fourteen (14) days after either the expiry of the period stated in the Contract Data, or the remedying of notified defects, or the completion of outstanding work, all as referred to in Sub-Clause 9.1, whichever is the later.

11.5 FinalPayment

Within twenty one (21) days from the date of issuance of the Maintenance Certificate the Contractor shall submit a final account to the Engineer to verifyand the Engineer shall verify the same within fourteen (14) days from the date of submission and forward the same to the Procuring Agency together with any documentation reasonably required to enable the Procuring Agency to ascertain the final contractvalue.

Within sixty (60) days from the date of receipt of the verified final account from the Engineer, the Procuring Agency shall pay to the Contractor any amount due to the Contractor. While making such payment the Procuring Agency may, for reasons to be given to the Contractor in writing, withhold any part or parts of the verified amount.

11.6 Currency

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

12. DEFAULT

12.1 Defaults byContractor

If the Contractor abandons the Works, refuses or fails to comply with a valid instruction of the Engineer/Procuring Agency or fails to proceed expeditiously and without delay, or is, despite a written complaint, in breach of the Contract, the Procuring Agency may give notice referring to this Sub-Clause and stating the default.
If the Contractor has not taken all practicable steps to remedy the default within fourteen (14) days after receipt of the Procuring Agency's notice, the Procuring Agency may by a second notice given within a further twenty one (21) days, terminate the Contract. The Contractor shall then demobilize from the Site leaving behind any Contractor's Equipment which the Procuring Agency instructs, in the second notice, to be used for the completion of the Works at the risk and cost of the Contractor.

12.2 Defaults by ProcuringAgency

If the Procuring Agency fails to pay in accordance with the Contract, or is, despite a written complaint, in breach of the Contract, the Contractor may give notice referring to this Sub-Clause and stating the default. If the default is not remedied within fourteen (14) days after the Procuring Agency's receipt of this notice, the Contractor may suspend the execution of all or parts of the Works.

If the default is not remedied within twenty eight (28) days after the Procuring Agency's receipt of the Contractor's notice, the Contractor may by a second notice given within a further twenty one (21) days, terminate the Contract. The Contractor shall then demobilise from theSite.

12.3 Insolvency

If a Party is declared insolvent under any applicable law, the other Party may by notice terminate the Contract immediately. The Contractor shall then demobilise from the site leaving behind, in the case of the Contractor's insolvency, any Contractor's Equipment which the Procuring Agency instructs in the notice is to be used for the completion of theWorks.

12.4 Payment uponTermination

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

a) any sums to which the Contractor is entitled under Sub-Clause10.4,

b) any sums to which the Procuring Agency isentitled,

c) if the Procuring Agency has terminated under Sub-Clause 12.1 or 12.3, the Procuring Agency shall be entitled to a sum equivalent to twenty percent (20%) of the value of parts of the Works not executed at the date of the termination,and

d) if the Contractor has terminated under Sub-Clause 12.2 or 12.3, the Contractor shall be entitled to the cost of his demobilisation together with a sum equivalent to ten percent (10%) of the value of parts of the works not executed at the date oftermination.

The net balance due shall be paid or repaid within twenty eight (28) days of the notice of termination.

13. RISKS ANDRESPONSIBILITIES

13.1 Contractor's Care of theWorks

Subject to Sub-Clause 9.1, the Contractor shall take full responsibility for thecare

of the Works from the Commencement Date until the date of the Procuring Agency's/Engineer's issuance of Certificate of Completion under Sub-Clause 8.2. Responsibility shall then pass to the Procuring Agency. If any loss or damage happens to the Works during the above period, the Contractor shall rectify such loss or damage so that the Works conform with the Contract.

Unless the loss or damage happens as a result of any of the Procuring Agency's Risks, the Contractor shall indemnify the Procuring Agency, or his agents against all claims loss, damage and expense arising out of the Works.

13.2 ForceMajeure

If Force Majeure occurs, the Contractor shall notify the Engineer/Procuring Agency immediately. If necessary, the Contractor may suspend the execution of the Works and, to the extent agreed with the Procuring Agency demobilize the Contractor's Equipment.

If the event continues for a period of eighty four (84) days, either Party may then give notice of termination which shall take effect twenty eight (28) days after the giving of the notice.

After termination, the Contractor shall be entitled to payment of the unpaid balance of the value of the Works executed and of the Materials and Plant reasonably delivered to the Site, adjusted by thefollowing:

a) any sums to which the Contractor is entitled under Sub-Clause10.4,

b) the cost of his demobilization,and

c) less any sums to which the Procuring Agency isentitled.

The net balance due shall be paid or repaid within thirty five (35) days of the notice oftermination.

14. INSURANCE

14.1 Arrangements

The Contractor shall, prior to commencing the Works, effect insurances of the types, in the amounts and naming as insured the persons stipulated in the Contract Data except for items (a) to (e) and (i) of the Procuring Agency's Risks underSub-Clause 6.1. The policies shall be issued by insurers and in terms approved by the Procuring Agency. The Contractor shall provide the Engineer/Procuring Agency with evidence that any required policy is in force and that the premiums have been paid.

14.2 Default

If the Contractor fails to effect or keep in force any of the insurances referred to in the previous Sub-Clause, or fails to provide satisfactory evidence, policies or receipts, the Procuring Agency may, without prejudice to any other right or

remedy, effect insurance for the cover relevant to such as a default and pay the premiums due and recover the same plus a sum in percentage given in Contractor Data from any other amounts due to the Contractor.

15. RESOLUTION OFDISPUTES

15.1 Engineer'sDecision

If a dispute of any kind whatsoever arises between the Procuring Agency and the Contractor in connection with the works, the matter in dispute shall, in the first place, be referred in writing to the Engineer, with a copy to the other party. Such reference shall state that it is made pursuant to this Clause. No later than the twenty eight (28) days after the day on which he received such reference, the Engineer shall give notice of his decision to the Procuring Agency (Superintending Engineer) and theContractor.

Unless the Contract has already been repudiated or terminated, the Contractor shall, in every case, continue to proceed with the work with all due diligence, and the Contractor and the Procuring Agency (Superintending Engineer)shall give effect forthwith to every such decision of the Engineer unless and until the same shall be revised, as hereinafter provided in an arbitral award.

15.2 Notice ofDissatisfaction

If a Party is dissatisfied with the decision of the Engineer of consultant or if no decision is given within the time set out in Sub-Clause 15.1 here above, the Party may give notice of dissatisfaction referring to this Sub-Clause within fourteen (14) days of receipt of the decision or the expiry of the time for the decision. If no notice of dissatisfaction is given within the specified time, the decision shall be final and binding on the Parties. If notice of dissatisfaction is given within the specified time, the decision shall be binding on the Parties who shall give effect to it without delay unless and until the decision of the Engineer is revised by an arbitrator.

If a contractor is dissatisfied with the decision of the Engineer of the department or decision is not given in time then he can approach Superintending Engineer within 14 days, in case of dissatisfaction with decision of Superintending Engineer or not decided within 28 days, then arbitration process would be adopted as per clause15.3.

15.3 Arbitration

A dispute which has been the subject of a notice of dissatisfaction shall be finally settled as per provisions of Arbitration Act 1940 (Act No. X of 1940) and Rules made there under and any statutory modifications thereto. Any hearing shall be held at the place specified in the Contract Data and in the language referred to in Sub-Clause 1.5.

16 INTEGRITYPACT

16.1 If the Contractor or any of his Sub-Contractors, agents or servants is found to have violated or involved in violation of the Integrity Pact signed by the Contractor as Schedule-F to his Bid, then the Procuring Agency shall be entitledto:

(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 Sub-Contractors, agents orservants;
(b) terminate the Contract;and
(c) recover from the Contractor any loss or damage to the Procuring Agency asa result of such termination or of any other corrupt business practices of the Contractor or any of his Sub-Contractors, agents orservants.

On termination of the Contract under Sub-Para (b) of this Sub-Clause, the Contractor shall demobilize from the site leaving behind Contractor's Equipment which the Procuring Agency instructs, in the termination notice, to be used for the completion of the works at the risk and cost of the Contractor. Payment upon such termination shall be made under Sub-Clause 12.4, in accordance with Sub-Para (c) thereof, after having deducted the amounts due to the Procuring Agency under Sub-Para (a) and (c) of this Sub-Clause.

CONTRACT DATA

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

Sub-Clauses of
Conditions of Contract

1.1.3 Procuring Agency's Drawings, ifany
(To be listed by the Procuring Agency)

1.1.4 **The Procuring Agency**means

_____

_____

1.1.5 **The Contractor**means

_____

_____

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

1.1.9 **TimeforCompletion**_____days

(The time for completion of the whole of the Works should be assessed by the Procuring Agency)

1.1.20 **Engineer (mention the name along with the designation including whether he belongs to department or consultant) and other details**

_____

_____

1.3 **Documents forming the Contract listed in the order ofpriority:**

(a) The ContractAgreement
(b) Letter ofAcceptance
(c) The completed Form ofBid
(d) ContractData
(e) Conditions ofContract
(f) The completed Schedules to Bid including Schedule ofPrices
(g) The Drawings, ifany
(h) TheSpecifications
(i)
(j)

(The Procuring Agency may add in order of priority, such other documents as form part of the Contract. Delete the document, if not applicable)

2.1 **Provision of Site:** On the CommencementDate

3.1 Authorizedperson:_____

3.2 Name and address of Engineer's/Procuring Agency'srepresentative

_____

4.4 **Performance Security:**

Amount_____

Validity_____

(Form: As provided under Standard Forms of these Documents)

5.1 **Requirements for Contractor's design (ifany):**

Specification ClauseNo's_____

7.2**Programme:**

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

Formofprogramme:_____*(Bar Chart/CPM/PERT orother)*

7.4 Amount payable due to failure to complete shall be % per day up to a maximum of (10%) of sum stated in the Letter ofAcceptance

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

7.5 EarlyCompletion

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

9.1 **Period for remedyingdefects**

_____

_____

10.2 (e) **Variationprocedures:**

Day workrates_____

_____(details)

11.1 Terms of Payments

a) Mobilization Advance

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

(i) on submission by the Contractor of a Mobilization Advance Guarantee for the full amount of the Advance in the specified form from a Scheduled Bank in Pakistan to the ProcuringAgency;

(ii) [XXX][1]

(iii) This Advance [XXX] shall be recovered in 5 equal installments from the five (05) R.A bills and in case the number of bills is less than five (05) then 1/5th of the advance [XXX] shall be recovered from each bill and the balance [XXX] be recovered from the final bill. It may be insured that there is sufficient amount in the final bill to enable recovery of the MobilizationAdvance.

OR

2) **Secured Advance onMaterials**

(a) The Contractor shall be entitled to receive from the Procuring Agency Secured AdvanceagainstanINDENTUREBONDinPWAccountFormNo.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 broughtat the Site but not yet incorporated in the Permanent Works providedthat:

(i) The materials are in accordance with the Specifications for the PermanentWorks;

(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 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 theEngineer;

(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 paymenttherefore;

(v) Ownership ofa 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-warehousepriceoflocallymanufacturedorproducedmaterials,or
(iii) market price of stands other materials;

[1]Deleted in the light of amendment in Sindh Financial Rules, vide Finance Department's Notification dated 27th April, 2017 and approval from SPPRA Board in its 30th Meeting held on 9th August, 2017.

(vii) Secured Advance should not be allowed unless &until the previous advance, if ar, fullyrecovered;

(viii) Detailed account of advances must be kept in part II of runningaccount bill, 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 definitely not for full quantities of materials for the entirework/contract

(b) Recovery of SecuredAdvance:

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

(ii) As recoveries are made the outstanding accounts of the items concerned in Part II should be reduced b making deduction entries in thecolumn;-deductquantityutilizedinworkmeasuredsinceprevious bill,lequivalenttothequantitiesofmaterialsusedbythecontractoron items of work shown as executed in part I of thebill.

(c) Interim payments: The Contractor shall submit to the Engineer monthly statements of the estimated value of the work completed less the cumulative amount certifiedpreviously.

(i) The value of work completed comprises the value of the quantities of the items in the Bill of Quantitiescompleted.

(ii) value of secured advance on the materials and valuation of variations (ifany).

(iii) Engineer may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of laterinformation.

(v) Retention money and other advances are to be recovered from the bill submitted by contractor.

11.2 *(a) **Valuation of theWorks:**

i) Lumpsumprice _____(details), or

ii) Lump sum price with schedulesofrates_____(details), or

iii) Lump sum price with billofquantities_____(details), or

iv) Re-measurement with estimated/bid quantities in the Schedule of Prices or on premium above or below quoted on the rates mentioned inCSR_____(details), or/and

v) Costreimbursable_____(details)

11.3 **Percentageofretention*:** *five(5%)*

11.6 **Currency of payment:** Pak.Rupees

14.1 **Insurances:** *(Procuring Agency may decide, keeping in view the natureand the scope of thework)*

Type of cover

The Works

Amount of cover

The sum stated in the Letter of Acceptance plus fifteen percent (15%)

Type of cover

Contractor's Equipment:

Amount of cover

Full replacement cost

Type of cover

Third Party-injury to persons and damage to property

_____

(The minimum amount of third party insurance should be assessed by the Procuring Agency and entered).

Workers:

_____

_____

Other cover*:

_____

(In each case name of insured is Contractor and Procuring Agency)

14.2 Amount to berecovered

Premiumplus_____percent(____%).

15.3 **Arbitration****

Place ofArbitration:_____

---

* *(Procuring Agency to specify as appropriate)*

** *(It has to be in the Province of Sindh)*

STANDARD FORMS

(Note: Standard Forms provided in this document for securities are to be issued by a bank. In case the bidder chooses to issue a bond for accompanying his bid or performance of contract or receipt of advance, the relevant format shall be tailored accordingly without changing the spirit of the Forms of securities).

FORM OF BID SECURITY
(Bank Guarantee)

GuaranteeNo._____
Executedon _____

(Letter by the Guarantor to the Procuring Agency)

Name of Guarantor (Scheduled Bank in Pakistan) with address:_____
Name of Principal (Bidder)with address:_____
_____
Sum of Security (express in words and figures):_____
_____
BidReferenceNo._____Date ofBid _____

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Bid and at the request of the said Principal, we the Guarantor above-named are held and firmly bound unto the _____, (hereinafter called The –Procuring Agencyll) 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 thesepresents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the accompanying Bid numbered and dated as above for _____(Particulars of Bid) to the said Procuring Agency;and

WHEREAS, the Procuring Agency has required as a condition for considering the said Bid that the Principal furnishes a Bid Security in the above said sum to the Procuring Agency, conditioned as under:

(1) that the Bid Security shall remain valid for a period of twenty eight (28) days beyond the period of validity of thebid;
(2) that in the eventof;

(a) the Principal withdraws his Bid during the period of validity of Bid,or

(b) thePrincipaldoesnotacceptthecorrectionofhisBidPrice,pursuanttoSub-Clause 16.4 (b) of Instructions to Bidders, or

(c) failure of the successful bidderto

(i) furnishtherequiredPerformanceSecurity,inaccordancewithSub-Clause IB-21.1 of Instructions to Bidders, or

(ii) sign the proposed Contract Agreement, in accordance with Sub-Clauses IB-20.2 & 20.3 of Instructions toBidders,

the entire sum be paid immediately to the said Procuring Agency for delayed completion and not as penalty for the successful bidder's failure to perform.

NOW THEREFORE, if the successful bidder shall, within the period specified therefore, on the prescribed form presented to him for signature enter into a formal Contract Agreement with the said Procuring Agency in accordance with his Bid as accepted and furnish within fourteen (14) days of receipt of Letter of Acceptance, a Performance Security with good and sufficient surety , as may be required, upon the form prescribed by the said Procuring Agency for the faithful performance and proper fulfilment of the said Contract or in the event of non-withdrawal of the said Bid within the time specified then this obligation shall be void and of no effect, but otherwise to remain in full force and effect.

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

PROVIDED ALSO THAT the Procuring Agency shall be the sole and final judge for deciding whether the Principal has duly performed his obligations to sign the Contract Agreement and to furnish the requisite Performance Security within the time stated above, or has defaulted in fulfilling said requirements and the Guarantor shall pay without objection the sum stated above upon first written demand from the Procuring Agency forthwith andwithout any reference to the Principal or any otherperson.

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

_____
Guarantor (Bank)

Witness:

1. _____

_____
Corporate Secretary(Seal)

2. _____

_____
(Name, Title&Address)

1.Signature_____

2.Name _____

3. Title_____

Corporate Guarantor(Seal)

FORM OF PERFORMANCE SECURITY
(Bank Guarantee)

GuaranteeNo._____
Executedon _____
ExpiryDate

(Letter by the Guarantor to the Procuring Agency)

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

Name of Principal (Contractor)with address:_____

_____

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

_____

Letter ofAcceptanceNo._____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 atthe requestofthesaidPrincipalwe,theGuarantorabovenamed,areheldandfirmly boundunto the_____(hereinafter called the Procuring Agency) in the penal sum of the amount stated above, for the payment of which sum well and truly to be made to the said Procuring Agency, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has accepted the Procuring Agency's above said Letter of Acceptancefor _____ _____(Name of Contract) forthe _____

_____(Name ofProject).

NOW THEREFORE, if the Principal (Contractor) shall well and truly perform and fulfill all the undertakings, covenants, terms and conditions of the said Documents during the original terms of the said Documents and any extensions thereof that may be granted by the Procuring Agency, with or without notice to the Guarantor, which notice is, hereby, waived and shall also well and truly perform and fulfill all the undertakings, covenants terms and conditions of the Contract and of any and all modifications of the said Documents that may hereafter be made, notice of which modifications to the Guarantor being hereby waived, then, this obligation to be void; otherwise to remain in full force and virtue till all requirements of Clause 9, Remedying Defects, of Conditions of Contract are fulfilled.

Our total liability under this Guarantee is limited to the sum stated above and it is a condition of any liability attaching to us under this Guarantee that the claim for payment in writingshall

be received by us within the validity period of this Guarantee, failing which we shall be discharged of our liability, if any, under this Guarantee.

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

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 ProcuringAgencyforthwithandwithoutanyreferencetothePrincipaloranyotherperson.

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

_____
Guarantor (Bank)

Witness:

1. _____

_ Corporate Secretary(Seal)

2. _____

_____
(Name, Title&Address)

1. Signature_____
2. Name _____
3. Title_____

_____
Corporate Guarantor(Seal)

FORM OF CONTRACT AGREEMENT

THISCONTRACTAGREEMENT(hereinaftercalledthe-Agreement)madeonthe_____ dayof_____200_____between_____(hereinafter calledthe -Procuring Agency) of the one part and _____ (hereinafter called the -Contractor) ofthe other part.

WHEREAS the Procuring Agency is desirous that certainWorks,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 defectstherein.

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 referredto.

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 Letter ofAcceptance;
   (b) The completed Form of Bid along with Schedules toBid;
   (c) Conditions of Contract & ContractData;
   (d) The priced Schedule of Prices/Bill of quantities(BoQ);
   (e) The Specifications;and
   (f) TheDrawings

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 within the provisions of theContract.

4. The Procuring Agency hereby covenants to pay the Contractor, in consideration of the execution and completion of the Works as per provisions of the Contract, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by theContract.

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

Signature oftheContactor

_____

(Seal)

Signature of the ProcuringAgency

_____

(Seal)

Signed, Sealed and Delivered in the presence of:

Witness:

_____

(Name, TitleandAddress)

Witness:

_____

(Name, Title andAddress)

MOBILIZATION ADVANCE GUARANTEE

GuaranteeNo._____

Executedon_____

(Letter by the Guarantor to the Procuring Agency)

WHEREAS the_____(hereinafter called the Procuring Agency) has entered into a Contract for _____

_____

_____(Particulars of Contract), with

_____

_____(hereinafter called theContractor).

ANDWHEREASthe ProcuringAgencyhasagreedtoadvancetotheContractor,atthe Contractor's request, an amount of Rs._____ Rupees _____) which amount shall be advanced to the Contractor as per provisions of theContract.

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

ANDWHEREAS_____(Scheduled Bank) (hereinafter called the Guarantor) at the request of the Contractor and in consideration of the Procuring Agency agreeing to make the above advance to the Contractor, has agreed to furnish the saidGuarantee.

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

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

This Guarantee shall come into force as soon as the advance payment has been credited to the account of the Contractor.

This Guarantee shall expire not laterthan _____

by which date we must have received any claims by registered letter, telegram, telex or telefax.

It is understood that you will return this Guarantee to us on expiry or after settlement of the total amount to be claimed hereunder.

_____
Guarantor (Scheduled Bank)

Witness:

1. _____

_ Corporate Secretary(Seal)

2. _____

_____
(Name, Title&Address)

1. Signature_____
2. Name _____
3. Title_____

_____
Corporate Guarantor(Seal)

INDENTURE FOR SECURED ADVANCES.

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

This INDENTURE made the .... day of .....
----- ..... ----------.....-197--"- BETWEEN (hereinafter called"the Contractor" which expression shall where the context so admits or implied be deemed to include his heirs, executors, administrators and assigns) of the one part and THE GOVERNOR OF SINDH (hereinafter called "the Government" of the other part).

WHEREAS by anagreement, dated (hereinafter called the said agreement, the contractor has agreed to perform the under-mentioned works (hereinafter referred to as the saidwork):-

(Here enter (the description of the works).[1]

AND WHEREAS the contractor has applied to the .... —.....for an advance to himofRupees.....
(Rs.....) on the security of materials absolutely belonging to him and broughtby 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 WHEREAStheGovernmenthasagreedtoadvancetotheContractorthesumofRupees,
(Rs.....) on the security of materials the quantities and other particularsof which are detailed in Part II of Running Account Bill (E). thesaid works signed by the contractor
F in R.Form.17.A
on---------- ..... and onsuch covenants and conditions as are hereinafter contained and the Government has reserved to itself the option of marking any further advance or advances on the security of other materials brought by the Contractor to the site of the saidworks.

NOW THISINDENTUREWTTNESSETH that in pursuance of the said agreementandinconsideratiionofthesumofRupees.....----------.....-.....—.....
(Rs. ------ .....) on or before the execution of these presents paid to the Contractor by the Government (the receipt whereof the Contractor doth hereby acknowledge) and of such further advances (if any) as may be made to him as aforesaid (all of which advances are hereinafter collectively referred to as the said amount) the Contractor doth hereby assign untotheGovernmentthesaidmaterialsbywayofsecurityforthesaidamount

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

(1) That the said sum of Rupees .....- ..... ---------- ..... ----------
(RF. ----------) so advanced by the Government to the Contractor as aforesaidand all or any further sum or sums which may be advanced aforesaid shall be employed by the contractor in or towards expending the execution of the said works and for no other purpose whatsoever.

(2) ThatthematerialsdetailedinthesaidRunningAccountBill(B)whichhavebeen
Fin R Form No. 17-A
Offered to and accepted by (he Government as security for the said amount are absolutely by the Contractors own property free from encumbrances of any kind and the Contractor will not makeanyapplicationfororreceiveafurtheradvanceonthesecurityofmaterials which are not absolutely his own property and free from encumbrances of any kind and the contractor hereby agrees, at all times, to indemnify and save harmless the Government against all claims whatsoever to any materials in respect of which an advance has been made to him asaforesaid.

(3) ThatthesaidmaterialsdetailedinthesaidRunningAccountBill(B)andallother
Fin. R. Form No. 17-A
Materials on the security of which any further advance or advances may hereafter be made as aforesaid (hereinafter called the said materials) shall be used by the Contractor solely in *the* executionofthesaidworksinaccordancewiththedirectionsofthe DivisionalOfficer----------(hereinafter called the Divisional Officer) andin the terms of the said agreement.

(4) That the Contractor shall make at his own cost all necessary and adequate arrangement for the proper watch, safe custody and protection against all risks of the said material and that until used in construction as aforesaid the said materials shall remain at the site of the said works in the Contractor's custody and at his own risk and on his own responsibility and shall at all times be open to inspection by (he Divisional Officer or any officer authorized by him. In the event of the said materials of any part (hereof being stolen, destroyed or damaged or becoming deteriorated in a grater degree than is due to reasonable use and wear thereof Contractor will forthwith replace the same with other materials of like qualify or repair and make good the same as required by the Divisional Officer and the materials so brought to replace the said materials so repaired and made good shall also be considered as security for the saidamount.

(5) 'Hurt the said materials shall not on any account be removed from the site of the said works except with the written permission of the Divisional Officer or anofficer authorized by him in thatbehalf

(6) That the said amount shall be payable in full when or before the Contractor receives payment, from the Government of the price payable to him for the said works under the terms and provisions of the said agreement PROVIDED THAT if any intermediate payments are made to the contractor on account of work done then on the occasion of each such payment the Government will be at liberty to make a recovery from the Contractors Bill for such payment by deducting there from in the value of the said materials (hen actually used in the construction and in respect of which recovery has not been made previously the value for this purpose being determined in respect of each description of material at (he rates at which the amount of the advances made under these presents were calculated.

(7) That if the Contractor shallat 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 suchdefaultbe repayable by the Contractor to the Government together with interest thereon attwelve

percent per annum from the date or respective dates of such advance or advances to the date or repayment and with all costs, charges, damages and expenses incurred by the Government in or for the recovery thereof or the enforcement of this security or otherwise by reason of (he default of the Contractor and any moneys so becoming due and payable shall constitute a debt due from the Contractor to the Government and the Contractor hereby covenants and agrees with the Government to repay and the same respectively to it accordingly.

(8) That the Contractor hereby charges all the saidmaterialswiththe repaymenttotheGovernmentofthesaidsumofRupees.....-..... (Rs.....) and any further sum or sums which may be advanced as aforesaidand all costs charges damages and expenses payable under these present PROVIDED ALWAYSand it is hereby agreed and declared that not withstandinganything 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 andthemoneyowingshallnotbepaidtoaccordingly.

Once therewith the Government may at any time thereafter adopt all or any of following courses as it may deem best ;-

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

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

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

(9) That except as is expressly provided by the presents interest on the aid advance shall not bepayable.

(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 settlementof which has not been hereinbefore expressly provided for the same shallbe referred to the Superintending Engineer ..... Circle whose..... decision shall be final and the provisions of the Indian Arbitration Act for the time being in force so far as they are applicable shall apply to any such reference.

Inwitnesseswhereofthe*-------—__.....on behalf of the GovernorofSindhandthesaid.....—.....-..... .. --have hereuntoset their respective hands and seals the day and first above written.

Signed, sealed and delivered by* In the presence of

Seal
1st witness 2nd witness

Signed, sealed and delivered by* In the presence of

Seal

1st Witness 2nd witness

SPECIFICATIONS

[Note for Preparing the Specifications]

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

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

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

Sample Clause: Equivalency of Standards and Codes

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

*DRAWINGS

*(Note: *The Engineer/Procuring Agency may incorporate specific Drawings for Bidding purposes only or may include the detailed drawings in a separate volume, ifnecessary).*

ENGINEER'S FACILITY

1. MEETINGS AND REPORTS

Approved representative of the contractor shall attend meetings at the office of the Engineer's Concern, when called upon, for the purposes of contract administration. Such meeting, unless otherwise agreed, shall not be less frequent than once a month.

2. I.T. FACILITATION

Contractor shall provide IT resource person with instrument / devices. The resource shall remain available with XEN (concerned) on full time basis. The contractor shall supply digital soft copies and color positive prints of photographs, not less than 200 mm by 225 mm size of such portion of the work in progress and completed. The soft copies of each photograph shall be delivered to the Engineer concern with the prints. No prints from these soft copies shall be supplied to anyone without the written permission of the engineer concern.

Video recording shall be taken for uploading on Social Media Sites through the Engineer concern. Uploading cost shall be borne by the contractor accordingly.

The contractor shall supply USB of each activity recorded at site of work to the Engineer Concern.

The contractor shall make available one digital camera with built in GPS, 20 X optical Zoom with 32 GB memory card for the sole use at site for the purpose of the project video recording + photographs all at his cost.

3. SURVEYING INSTRUMENTS AND SURVEYORS

The contractor shall provide and maintain the following minimum survey equipment on site for the sole use at site till the duration of the contract.

- Automatic Level.

- Level Staff.
- Ranging Rods.
- Tripod stand.
- Measuring steel Tape 100 ft.

The Contractor shall provide a competent and experienced surveyor with two assistants and necessary labor for the survey work.

The Contractor shall not be entitled to separate payment for the provision of the above equipment services, survey staff and their transport.

4. TRANSPORT.

The contractor shall provide vehicle (Crane Mounted Loading vehicle), round the clock at the disposal of engineer's concerned.

Necessary skilled and un-skilled labor & supervisor available on vehicle. The provision of I.T equipments for video recording / photography of the work or part of the Work, shall also available with vehicle.

Insurance for vehicle amount be comprehensive and includes, periodical maintenance / part replacement, if required and fuel, with wages of Driver & cleaner.

5. COST.

The cost for complying with engineer concern's Requirement is having no separate item in the bill of Quantities. No separate payment shall be made directly and the cost thereof shall be deemed to be included in the unit rates and prices of other items in the bill of quantities.

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SPECIFICATION

GENERAL SPECIFICATION

GENERAL	PAGE NO.
1. Standard Specifications	03
2. Drawings	03
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4. Material and Suppliers of Materials	03
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1. Site	07
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PARTICULAR SPECIFICATION

EARTHWORKS	PAGE NO.
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Concrete and Reinforcement **Page No.**

1. Cement 10
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ENGINEER'S REQUIREMENT **PAGE NO.**

1. Meetings and Reports 11
2. I.T. facilitation 11
3. Surveying instruments and surveyors 12
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5. Cost 12

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The work under the contract comprises of laying pipes and other civil, Electrical & Mechanical Works as shown in drawings & included in bill of quantities.

1. STANDARD SPECIFICATION.

Plant, material and workmanship shall comply with the requirements of British standard and Codes of Practice current at the time of bid.

All materials and workmanship not covered by code of practice or approved alternative shall be of such kind as is used in first class work and suitable for the climate in the area where the works are to be constructed, for which Engineer incharge's decision shall be binding.

2. Drawings.

Drawing which form part of the contract are attached in the contract Documents.

3. Record Drawings.

Within twenty-eight days of the issue of certificate of Completion, the contractor shall provide copies and drawings amended to comply with the work as built. These drawing shall include.

- General arrangement drawing of the structure, pipelines and other works.
- Longitudinal sections of the pipes and chamber's location (other then replacement or re-construction work) shall be as shown on the issued Drawings or as agreed by the Engineer Incharge.

4. MATERIAL AND SUPPLIERS OF MATERIALS.

Before ordering materials of any description intended for the works, the contractor shall obtain approval of the Engineer concern the name of the makers or suppliers proposed, a specification of the materials and details of their place of manufacture.

Materials used in the works which are, or can be in contact with the untreated waste water shall be suitable for such use and shall not contain any matter which could react with the organic and inorganic matter present in the waste water resulting any damaged deteriorating of the works and shall be in accordance with the standard for conveyance system of waste water.

5. PROGRAMME.

Before commencing the work the contractor shall submit to the engineer concerned for his approval a programme showing the order in which the proposes to carry out the works. The programme shall be in the form of a bar chart, or any other form as may be agreed by the engineer concerned, and shall clearly indicate the following.

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(a) The sequence of each activity, the proposed start and completion dates of each activity, the rate of progress and the cumulative quantity or percentage of work expected to be achieved on each activity.

The program shall also include details of the following;

(a) A statement giving the numbers and categories of supervisory and technical staff and skilled and unskilled workers to be employed on the works.

(b) A list and type details of major constructional plant (including vehicles) which the contractor proposes to engage on the works.

(c) The contractor shall submit to the engineer concerned for his approved detailed method statements for executing all major activities including but not limited to:

- Setting out of works.
- Excavation of dewatering..
- Disposal of suitable and unsuitable excavated materials.
- Concrete mixing, placing, compaction, finishing, curing.
- Backfilling.
- Placing reinforcement, forming construction and expansion joints and treatment.
- Laying and jointing of pipes.
- Materials and equipment to be used.
- Expected daily or weekly production and time required for completion.

(d) Details of the programme for the works (other than replacement & re-construction work) from the date of receipt of the engineer concern order to commence the works including a complete resources allocation showing the number of units and allotted time for each unit of constructional plant, materials and labor allocated to each part of the works.

6. Permit & Permission.

The contractor shall bring in the knowledge to Engineer concern sufficiently in advance about the permit and permission required from other agency / office, to enable the Engineer's Concern to make such arrangements. The contractor shall not commence any important part of work without the approval of the engineer concern.

7. WATER AND ELECTRICITY SUPPLY.

The contractor shall at his own cost make arrangement for the supply of water and electricity for the purposes of the works. The Employer may allow us of water from its

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mains, if available in the vicinity, as per commercial tariff applicable per 1000 gallons duly metered.

8. MEETING AND REPORTS.

Representative of the contractor shall attend monthly progress meeting at the offices of the Engineer concern. In addition, approved representatives of the of the contractor shall attend further meetings in cases of emergencies or for other reasons when called upon by the employer / engineer concern.

The contractor shall submit to the Engineer concern each month a report on his progress in the performance of the contract. The report shall include a copy of the approved programs with the current progress for each activity shown. No separate payment shall be made for this item. THE PROGRAMME SHOULD BE UPDATED TO SHOW HOW COMPLETION WILL BE ACHIEVED IF THEY ARE BEHIND PROGRAMME.

9. Contract Sign Board.

The contractor shall supply and erect contract signboards at location agreed by the engineer concern.

10. LEVEL DATUM.

All level stated shall be related to bench-marks established for design and shown on Drawing (Plan & Profile).

11. CONTAMINATION AND WATER SUPPLIES.

Before any person is engaged on work involving a risk to the purify of potable water supplies or deemed to involve such a risk by the engineer concern, he shall be tested to indicate that he is not a carrier of typhoid or other waterborne disease and he shall be informed of the dangers of contamination. The contractor shall notify the Engineers concern of any person who has been certified by a doctor as a suffering from an illness associated with the looseness of the bowels, and no such person shall be employed on such work until the employer's medical adviser is satisfied that it is safe for him to be so employed.

The Contractor shall comply with the provision of National Environmental Quality standards in the operation and management of his work.

The Contractor shall not run tracked or unsprang vehicles on surfaced roads without the express approval of the Engineer who may require that planking or some other protective material be used to protect the road surface.

12. EXISTING INSTALLATIONS

The Contractor shall execute the Works in such a manner as to avoid interruption and interference with the operation of the existing water and sewerage conveyance system,

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pumping stations and distribution systems, roads, highways existing quarters and mosque located adjacent to the Site.

Access to the existing facilities, private or public properties and businesses shall be maintained, to the satisfaction of the Engineer concern.

The Contractor shall ensure that no earth, debris or rock is deposited on existing conduits, structures, public or private roads or rights of way as a result of the Works and all vehicles leaving the Site shall be cleaned accordingly.

The Contractor shall be responsible for the safety and security of existing services encountered during the course of execution of works and any damage to existing installation and services due to Contractor's operations shall be made good at his risk and cost. The Contractor shall gather the information of all services which require protection and relocations, falls within the area of works, from SSGC, KESC, PTCL, KW&SC, Local, Provincial and National Authorities responsible for the roads and highways along or across the site and any other agencies. The contractor shall strictly comply with the safety and precautions requirements as deemed necessary by the owner of the services.

13. UNITS OF MEASUREMENT

All designs, drainage, specifications and manuals shall use FPS (lbs, ft,s) units and all measurements, dimensions and performance data shall be quoted in those units.

14. LANGUAGES

All drawings, instructions, signs, notices, name-plates etc. for use in the operation and maintenance of the completed works shall be in English.

Warning signs shall be in Urdu and English.

15. SITE INVESTIGATION RECORDS

The site investigation if deemed necessary by the Engineer, during the execution of the work shall be carried out by the Contractor, as provided for in the Contract.

16. SAFETY AND ENVIRONMENTAL REGULATIONS ON SITE.

The Contractor shall comply with all statutory and other regulations concerning the safety of his site staff, operatives, staff of the Employer and members of the public and protection of Environment, as a result of his operations.

17. TRAFFIC REQUIREMENTS

There shall be full compliance with the code of practice 'Safety at Street Works and Road Works. Additionally, there shall be full compliance with the relevant provisions of the Traffic Safety Measures for Road Works, as continued in the Traffic Signs Manual.

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All construction concerning works in, or access to, the main road / Shahrah shall be carried out in co-operation with the roads and police authorities. The Engineer shall be informed of any requirements of, or arrangements made with, the roads and police authorities.

Where the diversion or closure of any existing carriageway, foot way or public rights of way is temporarily necessitated by the Works, then an alternative shall be provided and maintained which shall be operational before any interference with the existing way takes place.

Emergency vehicle access to all properties shall be maintained at all times.

18. COSTS

The costs for complying with this section of specification and for all other works and services specified in the Specifications or shown on Drawings and for which there is no separate item in the Bill of Quantities, no separate payment shall be made directly and the cost thereof shall be deemed to be included in the unit rates and prices of other items in the Bill of Quantities.

CHAPTER 2- THE SITE

1. SITE

The extent of the Site is defined in specifications and the drawings. The Contractor shall not use the Site for any purpose not required by the Contract.

2. CLEARANCE AND REINSTATEMENT OF SITE.

The Contractor shall clear the Site of all vegetation, trees, hutments, obstructions, temporary structures, any organic / inorganic waste, heaps, dumps etc. to the extent required by the Engineer Concern for checking the setting-out) The Contractor shall also ensure that the parts of the Site to be occupied by the Works are clear and maintain the remainder of the Site as may be required for access and Works areas.

Work along roads shall not obstruct the traffic or block access to properties Where required temporary diversion with safety signs and warning lights shall be provided in consultation with the concerned roads department/agency.)

The Contractor shall remove the material arising from site clearance and dispose off it in a manner and at a location, away from the site and inhabitant areas, no obstruction shall be caused to the existing traffic and adjacent properties and no excavated material shall be dumped or stock pile at site but removed directly to disposal areas identified by the Contractor, to the approval of the Engineer.

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...of stationery shall be allowed to come neare...
than 1.5 m of the existing water, gas and sewage conveyance Pipeline/ structures. For this purpose such structures and pipelines shall be protected by erecting warning fence or barricades.

The Contractor shall fill and make good with appropriate materials those cavities and losses of soil which result from clearing the parts of the Site not subsequently to be occupied by the Works.

3. CONDITION OF SITE

The Contractor shall maintain the Site in a neat, tidy and healthy condition for the whole of such time as he is responsible for the care of the Works

4. PERMITS

The Contractor shall be fully responsible for obtaining necessary permits and permissions, except those normally obtained by the Employer or Engineer, prior to commencement of the Works.

5. COSTS

The costs for complying with this section of specification shall not be paid separately and shall be included in the Contractor's rates and prices of the Bill of Quantities unless other wise specified or provided for in the Bill of Quantities.

CHAPTER 3 - EARTHWORKS

1. EXCAVATION IN ROADS

Excavation in or across roads and streets shall be carried out with the permission of and in accordance with the operating procedure of the concerned road or Highway Agency/ Department.

2. SUPPORTING EXCAVATIONS

The sides of excavations shall be adequately supported at all times and, except where described in or permitted under the Contract, shall not be battered.

3. SAFETY OF EXCAVATION AND ADJACENT STRUCTURES.

The proposed Trunk Sewers of different sections are to be laid in the vicinity the existing services / structures. The Contractor shall provide support necessary to ensure the stability of the excavation and the existing services and other structures.

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4. SLIPS, FALLS AND EXCESS EXCAVATION.

The Contractor shall prevent slips and falls of material from the sides of the excavation.

The Contractor should make sure the availability of adequate resources at site to deal with any slips or falls situation. In the event of slips or falls occurring in the excavations, and where excavations are made in excess of the dimensions of the works, the voids so formed shall be filled by the Contractor. When such voids, in the opinion of the Engineer Incharge, may affect the stability of the ground for the support of the works, or of the adjacent structures and services, the Contractor shall fill the void solid with lean concrete. In other cases the Contractor shall fill the voids with selected excavated material placed and compacted to the approval of the Engineer Incharge. No additional cost shall be made for material fill to protect trench.

There shall be no additional payments for preventing slips, falls and excess excavation, beyond the excavation pay-line shown on drawings, and it deemed to be covered in relevant BOQ pay item for excavation.)

5. DEWATERING.

The Contractor shall keep all concrete works and pipeline excavation clear of water during construction. Water shall not be allowed to pond anywhere within excavations, Any drainage sumps required shall, where practicable, be sited outside the area excavated for the Works and shall be refilled with appropriate material to the level of the adjacent permanent works. The method of keeping excavations clear of water, dewatering, and disposal of water, shall be followed as directed by the Engineer concern.

The Contractor shall ensure that sufficient standby pumps are on Site at all times to avoid any interruption in continuity of the dewatering.

6. BACKFILL AND FILL

Unless otherwise specified or approved the material used for backfill and fill shall be material selected from the excavated material of particle size not exceeding 100 mm.

Backfilling shall not commence until the Works to be covered and after approval has been given by the Engineer for filling or backfilling to commence, the operation shall start immediately and shall continue until the work is completed in the part of the Works for which the approval is given.

7. COMPACTION OF FILL AND BACKFILL.

The Contractor shall deposit fill or backfill in layers of uniform depth not exceeding 200 mm thick and shall compact it by methods and with the use of such Constructional Plant as are necessary to achieve the degree of compaction specified.

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its moisture content lies within a range of values suitable for the fill material.

8. DISPOSAL OF SURPLUS MATERIAL

Surplus material shall be disposed of away from site. No surplus material shall be left at site / work place or dumped in the beds of river, drains and channels.

9. SURPLUS MATERIAL DUMPS

Surplus materials may be dumped at sites designated by Local Authorities/ City Govt for the purpose and according to their instruction.

10 CONSTRUCTION METHODS

Laying of pipes shall be carried out using only suitable excavation equipment / machinery of such types and in such numbers as is appropriate to a contract of the scale and complexity of this Contract. Use of vibratory or pneumatic equipment for excavation is not permitted unless specifically permitted by the Engineer Incharge. The heavy earthmoving equipment shall not be brought within a distance of 1.2 meter from the face of the existing / sewer conduit/ service and no equipment shall be allowed over these. Full details of the Contractor's proposed method of working and earth moving plant shall be provided in case of deployment of heavy machineries.

11 ROCK

During laying of pipes where rock is required to be excavated, before commencement of excavation in rock the Contractor shall demonstrate to the satisfaction of the Engineer his inability to excavate without resort to heavy percussion tools complete with rock bits, or hydraulic wedges. Where reasonable progress can be made with the aid of ripping tools the material will not be considered to be rock.

Use of jack hammers, and vibratory tools in proximity of existing services/structures shall only be allowed by the Engineer after determining the contractor inability to excavate such portion with the aid of ripping tools, all at the risk of contractor.

CHAPTER-4

1. CONCRETE AND REINFORCEMENT.

(a) CEMENT

Unless otherwise specified the cement used in the works shall be ordinary Portland cement (OPC). Complying with BS EN 197-1:2000, for the site shall be deemed to be at a tropical climate. The contractor shall obtained approval from engineer's concern for the use of cement at site.

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(b) AGGREGATES

Find aggregates shall consist of natural sand, while course aggregates for single sized aggregates to the nominal maximum size for the class of concrete shall be made up of 40mm, 20mm & 10mm single sized. (Where 40 mm nominal maximum size coarse aggregate is specified it shall consist of a mix of 40 mm single sized aggregate, 20 mm single sized aggregate and 10 mm single sized aggregate).

(c) REINFORCEMENT

All reinforcement shall be mild steel deformed bars confirming to ASTM. The reinforcement at the time of incorporation in the works shall be clean and free from damages, oil or grease, loose rust or mill scale.

The contractor shall place and fixed steel reinforcement accurately in the position show on drawing and shall ensure that it remains rigidly in that position during the placing of concrete.

(d) LEAN CONCRETE.

Lean concrete shall consist of ordinary portland cement and combined course and find aggregate mixed in the proportion by dry weight of one part of cement to twelve parts of aggregate. The amount of free water in the mix shall be about 06% of the total dry weight of material.

CHAPTER NO.5

1. MEETINGS AND REPORTS

Approved representative of the contractor shall attend meetings at the office of the Engineer's Concern, when called upon, for the purposes of contract administration. Such meeting, unless otherwise agreed, shall not be less frequent than once a month.

2. I.T. FACILITATION

Contractor shall provide IT resource person with instrument / devices. The resource shall remain available with XEN (concerned) on full time basis. The contractor shall supply digital soft copies and color positive prints of photographs, not less than 200 mm by 225 mm size of such portion of the work in progress and completed. The soft copies of each photograph shall be delivered to the Engineer concern with the prints. No prints from these soft copies shall be supplied to anyone without the written permission of the engineer concern.

Video recording shall be taken for uploading on Social Media Sites through the Engineer concern. Uploading cost shall be borne by the contractor accordingly.

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The contractor shall make available one digital camera with built in GPS, 20 X optical Zoom with 32 GB memory card for the sole use at site for the purpose of the project video recording + photographs all at his cost.

3. SURVEYING INSTRUMENTS AND SURVEYORS

The contractor shall provide and maintain the following minimum survey equipment on site for the sole use at site till the duration of the contract.

- Automatic Level.
- Level Staff.
- Ranging Rods.
- Tripod stand.
- Measuring steel Tape 100 ft.

The Contractor shall provide a competent and experienced surveyor with two assistants and necessary labor for the survey work.

The Contractor shall not be entitled to separate payment for the provision of the above equipment services, survey staff and their transport.

4. TRANSPORT.

The contractor shall provide vehicle (Crane Mounted Loading vehicle), round the clock at the disposal of engineer's concerned.

Necessary skilled and un-skilled labor & supervisor available on vehicle. The provision of I.T equipments for video recording / photography of the work or part of the Work, shall also available with vehicle.

Insurance for vehicle amount be comprehensive and includes, periodical maintenance / part replacement, if required and fuel, with wages of Driver & cleaner.

5. COST.

The cost for complying with engineer concern's Requirement is having no separate item in the bill of Quantities. No separate payment shall be made directly and the cost thereof shall be deemed to be included in the unit rates and prices of other items in the bill of quantities.

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Necessary skilled and un-skilled labor & supervisor available on vehicle. The provision of I.T equipments for video recording / photography of the work or part of the Work, shall also available with vehicle.

Insurance for vehicle amount be comprehensive and includes, periodical maintenance / part replacement, if required and fuel, with wages of Driver & cleaner.

5. COST.

The cost for complying with engineer concern's Requirement is having no separate item in the bill of Quantities. No separate payment shall be made directly and the cost thereof shall be deemed to be included in the unit rates and prices of other items in the bill of quantities.

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KARACHI WATER AND SEWERAGE CORPORATION

TENDER DOCUMENTS

FOR THE WORK OF

REPAIR OVERHAULING OF GEAR BOX OF 24"DIA, 36"DIA AND 48"DIA VALVES INCLUDING ALL ALLIED WORKS FOR THE IMPROVEMENT OF WATER SUPPLY SYSTEM OF DUMLOTTEEM.

EXECUTIVE ENGINEER
DUMLOTTEE DIVISION

St. 6 Block-6, near T.O Clinic main Gulshan Chowrangi Gulshan-e-Iqbal, Karachi.

BIDDING DATA

(This section to be filled in by the Engineer/Procuring Agency before issuance of the Bidding Document).

(a) Name of Procuring Agency:-	KARACHI WATER & SEWERAGE CORPORATION
(b) Brief Description of Works:-	REPAIR OVERHAULING OF GEAR BOX OF 24"DIA, 36"DIA AND 48"DIA VALVES INCLUDING ALL ALLIED WORKS FOR THE IMPROVEMENT OF WATER SUPPLY SYSTEM OF DUMLOTTEEM.
(c) Procuring Agency's address:-	Executive Engineer (Dumlottee Division) Address: St. 6 Block-6, Near T.O Clinic Main Gulshan Chowrangi Gulshan-e-Iqbal, Karachi.
(d) Estimated Cost:-	Rs. 1,79,93,667/=
(e) Amount of Bid Security: -	(Fill in lump sum amount of Rs.3,60,000/- of estimated cost, but not exceeding **5%**)..
(f) Period of Bid Validity (days):-	90 Days (Not more than ninety days).
(g) Security Deposit:- (including bid Security):-	5% (**10%** Including bid security of estimated cost not exceeding **10%**).
(h) Performance Security:-	5%
(i) Percentage, if any, to be deducted from bills:-	10% S/Deposit, 8% Income Tax, 1.5% Water Charges, 5% SST-(as per policy).
(j) Deadline for Submission of Bids on "EPADS" portal along with time:-	(29-12-2025) at 02:00 PM). (Palace of submission at the below address).
(k) Venue, Time, and Date of Bid Opening:-	Office of the Accounts Officer (Sewerage) / Secretary Maintenance Works KW&SC, Room No.12-A First Floor Block- "C" 9th Mile Karsaz Shahrah-e-Faisal Karachi, in the presence of Tenderer or their authorized representative on the dated & time. (29-12-2025) at 02:30 PM).
(l) Time for Completion from written order of commence:-	(180 Days).
(m) Liquidity damages: -	0.5% (0.05% of Estimated cost or sanctioned cost per day of delay, but not exceeding 10%).

SYED RIZWAN AHSAN
Executive Engineer
Dumlottee Divi. KW&SC.

KARACHI WATER & SEWERAGE CORPORATION
Office of the Executive Engineer
Dumlottee Division
ST. 6 BLOCK-6, NEAR T.O CLINIC MAIN GULSHAN CHOWRANGI
GULSHAN-E-IQBAL, KARACHI.

SUBJECT: **REPAIR OVERHAULING OF GEAR BOX OF 24"DIA, 36"DIA AND 48"DIA VALVES INCLUDING ALL ALLIED WORKS FOR THE IMPROVEMENT OF WATER SUPPLY SYSTEM OF DUMLOTTEEM.**

BILL OF QUANTITIES

(A) Description and rate of item based on Composite Schedule of Rates-2024.

ITEM NO.	QUANTITIES	DESCRIPTION OF ITEMS TO BE EXECUTED AT SITE	RATES IN FIGURE	RATES IN WORDS	UNIT	TOTAL AMOUNT
Item 01	172 Hours	Excavator (100 HP)	5195	Five thousand one hundred ninety five.	P/Hours	893540
Item 02 (i)	36 Nos.	Labour Skilled (Fitter)	2000	Two thousand.	P/Day	72000
(ii)	60 Nos.	Labour Un-Skilled (Beldar)	1231	One thousand two hundred thirty one.	P/Day	73860
Item 03	44 Days	Full hire charges of pumping set per day i/c. the cost of assistant, driver fuel and electric energy charges platform required at various depth for placing pump etc. at lower depth with suction and delivery pipes for pumping out water found at various depth from trenches i/c. cost of erection and dismantling after completion of the job. Hire charges of pumping set of upto 10 H.P pumping out water from 10 ft. deep trench.	7468.80	Seven thousand four hundred sixty eight & eighty paisa.	P/Day	328627.20
Item 04 (i)	01 No.	Repair / over hauling of gearbox of butterfly value i/c. all accessories complete job etc. 32"dia	84215.60	Eighty four thousand two hundred fifteen & sixty paisa.	Each	84215.60
(ii)	05 Nos.	36"dia	84215.60	Eighty four thousand two hundred fifteen & sixty paisa.	Each	421078
(iii)	06 Nos.	48"dia	109575.60	One lac nine thousand five hundred seventy five & sixty paisa.	Each	657453.60
Item 05 (i)	01 No.	Repair / over hauling of vertical sluice value i/c. all accessories complete job etc. 24"dia	139940	One lac thirty nine thousand nine hundred forty.	Each	139940
(ii)	1 No.	33"dia	139940	One lac thirty nine thousand nine hundred forty.	Each	139940

Item 06 (i)	01 No.	Supply of gear box for butterfly valve i/c all part i/c quarter trun gear, verm pear small spindle, pins bearing, bolts, nuts oiling greasing etc. complete. 24"dia	224200	Two lac twenty four thousand two hundred.	Each	224200
(ii)	02 Nos.	36"dia	300000	Three lac.	Each	600000
(iii)	02 Nos.	48"dia	350000	Three lac fifty thousand.	Each	700000
Item 07 (i)	02 Nos.	Providing & fixing M.S. Split collar on PRCC pipe 18" wide fabricated with 3/8" thick MS. plate. 1 1/4" wide 3/8" thick ring at center, 3/4" thick M.S. square bars on both ends with a total weight as mentioned against each item. It includes the cost of 4 Nos. 3/4" thick flanges, nuts & bolts, rubber packing, labour and sealing material etc. complete. (124.88 Kgs) 24"dia on PRCC Pipe	81463	Eighty one thousand four hundred sixty three.	Each	162926
(ii)	02 Nos.	(156.31 Kgs) 33"dia on PRCC Pipe	109966	One lac nine thousand nine hundred sixty six.	Each	219932
(iii)	02 Nos.	(156.74 Kgs) 36"dia on PRCC Pipe	114897	One lac fourteen thousand eight hundred nicety seven.	Each	229794
(iv)	02 Nos.	(206.60 Kgs) 48"dia on PRCC Pipe	136316	One lac thirty six thousand three hundred sixteen.	Each	272632
Item 08 (i)	10 Nos.	Repairing of leaking joints (External Vatta) on PRCC pipe of various diameters. It i/c the cost of excavation, labour, sealing material, gunny bags, de-watering and refiling of the excavated stuff etc. complete. 24" Dia on PRCC Pipe	73103	Seventy three thousand one hundred three.	Each	731030
(ii)	08 Nos.	33" Dia on PRCC Pipe	101094	One lac one thousand ninety four.	Each	808752
(iii)	25 Nos.	36" Dia on PRCC Pipe	110709	One lac ten thousand seven hundred nine.	Each	2767725
(iv)	20 Nos.	48" Dia on PRCC Pipe	153203	One lac fifty three thousand two hundred three.	Each	3064060
Item 09	03 Nos.	Providing & Fixing M.S Split Collar Tee on PRCC pipe of different sizes having width as mentioned against each item to suit the size of connection, fabricated with 3/8" thick M.S plate excluding the cost of the neck. It includes the cost of 3/8" thick M.S square bars on both ends 4 Nos. 3/8" thick M.S flanges with a total weight as mentioned against each item it also includes the cost nuts & bolts, rubber packing, labor and sealing material and all tools and plants. 36"x36"x4'-6" (Weight 454.550 Kgs)	238054	Two lac thirty eight thousand fifty four.	Each	714162

Item 10	03 Nos.	Providing & fixing 0-9" long 3/8" thick M.S neck to existing M.S pipe or to a split collar tee having a total weight as mentioned against each item, for making water connection of various sizes. It includes the cost of fabrication and welding to the spilt collar tee. Weight (76.36) 24"dia	36078	Thirty six thousand seventy eight.	Each	108234
Item 11	03 Nos.	Providing and fixing M.S flange made of M.S plate, having a thickness and total weight as mentioned against each item. It includes the cost of making holes, facing, welding, nuts, bolts, rubber packing, white lead, fitter, cartage etc. complete. 3/4" thick M.S plate. Weight (24.54 Kgs) 24"dia	29512	Twenty nine thousand five hundred twelve.	Each	88536
Item 12 (i)	03 Nos.	Providing fixing 3/4" thick M.S plate black flange made of M.S plate having a thickness and total weight as mention against each item it is the cost of making wholes facing fitter cartage etc. complete 3/4" thick M.S plate. Weight (68.17 Kgs.) 24"dia	33645	Thirty three thousand six hundred forty five.	Each	100935
Item 13 (i)	160 Nos.	Repair of leaking joints (Internal Vatta) on PRCC pipe of various diameters. It i/c. the cost of labor, sealing material, tools and plants etc. complete. 36" Dia on PRCC Pipe	16572	Sixteen thousand five hundred seventy two.	Each	2651520
(ii)	75 Nos.	48" Dia on PRCC Pipe	23181	Twenty three thousand one hundred eighty one.	Each	1738575
					Total Rs.	**17993667.40**
					Say Rs.	**1,79,93,667/-**

SYED RIZWAN AHSAN
Executive Engineer
Dumlottee Divi. KW&SC.

I hereby quote _____ At Par / Above / Below the Composite Schedule of Rates-2024 (CSR) Rs._____ Total after above / below Rs. _____ Rupees in Words_____

_____

Signature of Contractor
with Name of Firm & Seal

INVITATION FOR BIDS

Date:-_____

Bid Reference No:-_____

1. The Procuring Agency, Karachi Water & Sewerage Corporation, invites e-bids from interested firms or bidder and should have valid registration with Sindh Revenue Board (SRB), Federal Board of Revenue (FBR) on active Taxpayer List (TPL) as well as (PEC) Registration certificate along-with speciation in relevant filed, GST Registration Certificate (where applicable) in the appropriate specific work with the Procurement Agency for the work of **REPAIR OVERHAULING OF GEAR BOX OF 24"DIA, 36"DIA AND 48"DIA VALVES INCLUDING ALL ALLIED WORKS FOR THE IMPROVEMENT OF WATER SUPPLY SYSTEM OF DUMLOTTEEM.**

2. (Enter the title, type, and financial volume of work), which be completed in **35 day's** time of completion (entire appropriate time period).

3. Biding documents shall be download from the website of "EPADS" (http://portalsindh.eprocurement.gov.pk) of SPPRA Sindh and its Tender(s) cost as mentioned in the "NIT" in the shape of Pay-order / Demand Draft (non-refundable), shall be submit before the time of announcement of e-bid.

4. All bids must be accompanied by a Bid Security in the amount of required **2%** of bid price in the shape of (Pay Order / Demand Draft / Bank Guarantee) and same must be submitted Physically in the office of the **Accounts Officer** (Sewerage) / Secretary Maintenance Works KW&SC, Room No.12-A first floor Block "C" 9th Mile Karsaz Shahrah-e-Faisal Karachi (indicate the address if it differs).

Note: 1. Procuring Agency to enter the requisite information in blank spaces,
2. The Bid shell be opened within one / hour after the deadline submission of bids.

SYED RIZWAN AHSAN
Executive Engineer
Dumlottee Divi. KW&SC.

INSTRUCTION FOR PREPARING BIDS

IN TERMS OF RULE-21(C) OF SPP RULES-2010 & AMENDED UPTO DATE

1. The Participants must quote the rates both in.words and figures.
2. Bid Security / Earnest Money should be made from the A/c. of the Company / Firm of the participant.
3. integrity pact on the stamp paper wroth Rs. 100/= should be uploaded with the Tender / Bid
4. Bid would not be conditional
5. Bids should be accompanied by bid Security of Required (%) / Amount
6. Bid uploaded on specified date and time
7. The firm will not be Blacklisted Firms
8. Uploaded documents should not be found forged at any stage
9. Pay-order of the Bid security should be summited Physically in the Office of Accounts Officer (Sewerage) / Secretary Maintenance Works KW&SC, Room No.12-A first floor Block "C" 9th Mile Karsaz Shahrah-e-Faisal Karachi before opening of the Bid.
10. Mandatory requirement of valid PEC Registration, FBR (Active Taxpayer List) and SRB (Sindh Revenue Board) in case of Supply items GST Registration.
11. Experience and Financial certificate as per "NIT"
12. Bid must be signed with stamp, address and contact number
13. All applicable taxes including SST/SRB will be deducted from Grass amount of bill.
14. Bill shall be routed through Consultant.

SYED RIZWAN AHSAN
Executive Engineer
Dumlottee Divi. KW&SC.

EVALUATION CRITERIA

In terms of Rule-21 (1) (h) Rule-21 (A) of SPP Rules-2010 & amended upto date.

1. The Bidder should have valid registration with Sindh Revenue Board (SRB), Federal Board of Revenue (FBR) on active Taxpayer List (TPL) as well as PEC Registration certificate along-with speciation in relevant filed, GST Registration Certificate (where applicable) and copy must be available with Tender.

2. Affidavit that, has never been black listed and copy of the same must be uploaded with tender.

3. The Pay-order of required Bid Security / Earnest Money should be made from the A/c of the Company / Firm of the participant as mentioned in "NIT" and must be available with the tender.

4. At least one similar nature of work having minimum cost 80% of the estimated cost of the work or at least two similar nature works each having minimum 50% of the estimated cost.

5. Average Annual Financial Turn-over not less than equivalent cost of the estimate during last Five (5) years.

6. Provide details of required machineries specify its ownership or on rental arrangement. At least one registered as Engineer (P.E from PEC) having valid PEC registration / technical staff with firm, as specify in chapter No.05 of specification which is mandatory to comply.

7. All required information shall be uploaded with the tender document on the website (http://portalsindh.eprocurement.gov.pk) of **"EPADS"** SPPRA Sindh along-with company profile with Bidding documents, to assess the eligibility of a contractor firm. If a firm fails to comply with any of the criteria above, shall be considered **"FAILED"** and eliminated from detail evaluation process.

SYED RIZWAN AHSAN
Executive Engineer
Dumlottee Divi. KW&SC.

INSTRUCTIONS TO PROCURING AGENCIES

INSTRUCTIONS TO PROCURING AGENCIES
(Not to be included in Bidding Documents)

A. Basis of Documents

These Documents have been prepared as a global document intended to be used by different agencies/users according to their requirements. This document is envisaged for National Competitive Bidding (NCB), meant for use for Works costing not more than Rs. 25 Million. These documents may be tailored according to the scope of works as well as in case of contracts on International Competitive Bidding (ICB) basis, funded by international financial institutions/donors, with payments in foreign currencies. Procuring agencies are then to tailor the relevant clauses to suit their requirements including appropriate modifications in the relevant sections of the documents in the light of SPPRA Bidding Documents for Large Works.

The Procuring Agency is expected to manage the Contract itself. The role of Engineer may be added by the Procuring Agency, if the Procuring Agency wishes to engage a consultant. The role of the Engineer with specific delegated powers under various clauses of Instructions to Bidders such as clarifications of Bid Documents, Amendment of Bid Documents, evaluation of Bids etc. and to administer the Contract under various clauses of Conditions of Contract should have been specified. The Procuring Agency will be required to set out in the specifications and drawings the full scope of work including the extent of design to be done by the Contractor, if any.

B. Contents of Documents

As stated in Clause IB.4 of Instructions to Bidders, the complete Bidding Documents in addition to Invitation for Bids shall comprise items listed therein including any addendum to Bidding Documents issued in accordance with IB.6. The Standard Form of Bidding Documents (for Small Contracts) includes the following:

1. Instructions to Bidders & Bidding Data
2. Form of Bid & Schedules to Bid
3. Conditions of Contract & Contract Data
4. Standard Forms
5. Specifications
6. Drawings, if any

In addition, Instructions to procuring agencies are also provided at various locations of this document within parenthesis or as a Note(s). Procuring agencies are expected to edit or finalise this document accordingly, by filling in all the relevant blank spaces and forms as per the scope of the work, deleting all notes and instructions intended to help the bidders.

The procuring agency is required to prepare the following for completion of the Bidding Documents:

(i) Invitation for Bids

(ii) Bidding Data
(iii) Schedules to Bid (Samples)
(iv) Schedule of Prices (Format)
(v) Contract Data
(vi) Specifications
(vii) Drawings, if any

The Procuring agency's attention is drawn to the following while finalizing the Bidding Documents.

C. Notice Inviting Tender/ Invitation for Bids/ Request for Expression of Interest

The "Notice Inviting Tender" is meant for publication of tenders for calling bids in the newspapers and SPPRA Website.

The blank spaces wherever shown are required to be filled by the Procuring Agency before issuance of Bidding Documents.

The Procuring Agency may modify para 1 of Notice Inviting Tender as per its requirements. The notice should be published so as to give the interested bidders sufficient working period for preparation and submission of bids – not less than 15 days for National Competitive Bidding and 45 days for International Competitive Bidding (SPP Rule 18).

1. The eligible bidders are defined in IB.2; the text can be amended by the Procuring Agency as deemed appropriate.

2. The non-refundable fee for the sale of Bidding Documents should be nominal so as to cover printing/reproduction and mailing costs and to ensure that only bona-fide bidders shall apply (SPP Rule 20).

3. The amount of Bid Security should be a lump sum figure or a percentage, but not less than 1% and more than 5% of bid price and should be in accordance with IB.13.1 (SPP Rule 37).

4. If the venue of receipt of bids and the opening of bids is the same, the time*s* for receipt and opening of bids are to be entered in last Para of the Notice Inviting Tender, otherwise indicate the name, address and exact location for the opening of bids. However the date for the receipt and the opening of bids shall be same (SPP Rule 41).

D. Instructions to Bidders

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

The Instructions to Bidders can be used as given. Procuring agency may have to make changes under Bidding Data.

The Procuring Agency's or Engineer's Representative, if any, shall exercise powers of the Engineer/Procuring Agency under and in connection with Clauses IB.5, IB.6, IB.16, etc. In

case an Engineer has been appointed by the Procuring Agency, the aforesaid clauses may be modified accordingly to specify the role of the Engineer by the Procuring Agency, otherwise the Engineer's reference wherever exist, except Sub-Clause 1.1.20 & Clause 15 of Conditions of Contract and Item 1.1.20 of Contract Data, shall be deleted.

E. Bidding Data

The blank spaces wherever shown in Bidding Data are required to be filled by the Engineer/Procuring Agency before issuance of Bidding Documents.

1. Contents of IB.10.3 may be retained or modified by the Procuring Agency.
2. Procuring Agency should insert required experience in IB.11.2.
3. Referring to IB.14.1, the period of bid validity may range from 30 to 90 days depending upon the size and nature of the works. Number of days shall be filled in as per Procuring Agency's requirements.
4. Contents of IB.16.3 to IB.16.8 may be retained or modified by the Procuring Agency in accordance with its requirements.

F. Schedules to Bid

Specimen of Schedules to Bid including format of Schedule of Prices are provided in this document. The Procuring Agency may add/delete/modify as per its requirement.

The blank spaces wherever shown are required to be filled by the Engineer/Procuring Agency before issuance of Bidding Documents except those required to be provided by the Contractor.

G. Conditions of Contract

The procuring agency while preparing Contract Data, shall ensure that no Clause of Conditions of Contract is deleted and that the changes included in Contract Data shall be such as not to change the spirit of the document. Any adjustment or change in clauses of Conditions of Contract to meet specific project features shall be made with care and incorporated in Contract Data.

H. Contract Data

The blank spaces wherever shown are required to be filled by the Engineer/Procuring Agency before issuance of Bidding Documents.

1. Referring to Sub-Clause 1.1.1 of Conditions of Contract, the Engineer/Procuring Agency may add, in order of priority, such other documents as to form part of the Contract, in Sub-Clause 1.3 of the Contract Data.

2. The Procuring Agency's Representative, if any, shall exercise powers of the Procuring Agency under and in connection with Sub-Clauses 1.3, 2.3, 4.2, 4.3, 5.1, 7.3, 8.2, 9.1, 9.2, 10.1, 10.2. 10.5, 11.1, 11.5, 12.1, 13.2 and 14.1 of the Conditions of Contract. In case an Engineer has been appointed by the Procuring Agency, the aforesaid clauses may be modified accordingly by the Procuring Agency.

3. The sum insured for different insurances including minimum amount of third party insurance should be assessed by the Engineer/Procuring Agency and entered in Contract Data. Such insurance cover shall be carried out with Insurance Company having at least AA rating from PACRA / JCR in the favour of the procuring agency.

4. The time for completion of the whole of the works should be assessed by the Engineer/Procuring Agency and entered in the Contract Data.

5. The Conditions of Contract contain no overall limit on the Contractor's liability. The amount of **liquidated damages** per day of delay shall be entered by the Engineer/Procuring Agency in Contract Data. Usually the liquidated damages are set between **0.05 percent and 0.10 percent per day and the maximum limit as 10 percent of contract price stated in the Letter of Acceptance.**

6. Any amendment and/or additions to the Conditions of the Contract that are specific to a given Bid/Contract should be included by the Procuring agency. This may include but not be limited to the provisions regarding the following:

   a) Terms of Payment should be prepared and incorporated in Contract Data by the Engineer/Procuring Agency.

   b) The Engineer/Procuring Agency to make sure that all taxes and duties are included by the Bidders/Contractors in their prices.

I. Specifications

To be prepared and incorporated by the Engineer/Procuring Agency

J. Drawings

To be prepared and incorporated by the Engineer/Procuring Agency, if required.

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INVITATION FOR BIDS

INVITATION FOR BIDS

Date: _____
Bid Reference No.: _____

1. The Procuring Agency, _____ [*enter name of the procuring agency*], invites sealed bids from interested firms or persons licensed by the Pakistan Engineering Council in the *appropriate* category(*not required for works costing Rs 2.5 million or less) and/or duly* pre-qualified(*if pre-qualification is done for specific scheme/project)* with the Procuring Agency for the Works, _____[*enter title, type and financial volume of work*], which will be completed in _____ [*enter appropriate time period*] days.

2. A complete set of Bidding Documents may be purchased by an interested eligible bidder on submission of a written application to the office given below and upon payment of a non-refundable fee of Rupees _____(*Insert Amount).* Bidders may acquire the Bidding Documents from the Office of the Procuring Agency, at_____ (Mailing Address).

3. All bids must be accompanied by a Bid Security in the amount of Rs. _____ (Rupees _____) or _____percentage of bid price in the form of (*pay order / demand draft / bank guarantee*) and must be delivered to_____(*Indicate Address and Exact Location*) at or before _____ hours, on _____ (Date). Bids will be opened at _____ hours on the same day in the presence of bidders' representatives who choose to attend, at the same address [*indicate the address if it differs*].

[Note: 1. *Procuring Agency to enter the requisite information in blank spaces.*
2. *The bid shall be opened within one hour after the deadline for submission of bids.]*

INSTRUCTIONS
TO BIDDERS
&
BIDDING DATA

Notes on the Instructions to Bidders

This section of the bidding documents should provide the information necessary for bidders to prepare responsive bids, in accordance with the requirements of the Procuring Agency. It should also give information on bid submission, opening and evaluation, and on the award of contract.

Matters governing the performance of the Contract or payments under the Contract, or matters affecting the risks, rights, and obligations of the parties under the Contract are not normally included in this Section, but rather in the appropriate sections of the *Conditions of Contract* and/or *Contract Data*.

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INSTRUCTIONS TO BIDDERS

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

A. GENERAL

IB.1 Scope of Bid & Source of Funds

1.1 Scope of Bid

The Procuring Agency as defined in the Bidding Data (hereinafter called "the Procuring Agency") wishes to receive Bids for the Works summarized in the Bidding Data (hereinafter referred to as "the Works").

Bidders must quote for the complete scope of work. Any Bid covering partial scope of work will be rejected as non-responsive.

1.2 Source of Funds

The Procuring Agency has arranged funds from its own sources or *Federal/ Provincial /Donor agency or any other source,* which may be indicated accordingly in bidding data towards the cost of the project/scheme.

IB.2 Eligible Bidders

2.1 Bidding is open to all firms and persons meeting the following requirements:

a) duly licensed by the Pakistan Engineering Council (PEC) in the appropriate category for value of works.

Provided that the works costing Rs. 2.5 million or less shall not require any registration with PEC .

b) duly pre-qualified with the Procuring Agency. (*Where required*).

In the event that prequalification of potential bidders has been undertaken, only bids from prequalified bidders will be considered for award of Contract.

c) if prequalification has not undertaken , the procuring agency may ask information and documents not limited to following:-
   (i) company profile;
   (ii) works of similar nature and size for each performed in last *3/5* years;
   (iii) construction equipments;
   (iv) qualification and experience of technical personnel and key site management;

(v) financial statement of last 3 years;
(vi) information regarding litigations and abandoned works if any.

IB.3 Cost of Bidding

3.1 The bidder shall bear all costs associated with the preparation and submission of its bid 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 (SPP Rules 24 & 25).

B. BIDDING DOCUMENTS

IB.4 Contents of Bidding Documents

4.1 In addition to Invitation for Bids, the Bidding Documents are those stated below, and should be read in conjunction with any Addendum issued in accordance with Sub-Clause IB.6.1.

1. Instructions to Bidders & Bidding Data
2. Form of Bid, Qualification Information & Schedules to Bid
   Schedules to Bid comprise the following:
   (i) Schedule A: Schedule of Prices/ Bill of Quantities (BoQ).
   (ii) Schedule B: Specific Works Data
   (iii) Schedule C: Works to be Performed by Subcontractors
   (iv) Schedule D: Proposed Programme of Works
   (v) Schedule E: Method of Performing Works
   (vi) Schedule F: Integrity Pact (works costing Rs 10 million and above)
3. Conditions of Contract & Contract Data
4. Standard Forms:
   (i) Form of Bid Security,
   (ii) Form of Performance Security;
   (iii)Form of Contract Agreement;
   (iv) Form of Bank Guarantee for Advance Payment.
5. Specifications
6. Drawings, if any

IB.5 Clarification of Bidding Documents

5.1 A prospective bidder requiring any clarification(s) in respect of the Bidding Documents may notify the Engineer/Procuring Agency at the Engineer's/ Procuring Agency's address indicated in the Bidding Data.

5.2 An interested bidder, who has obtained bidding documents, may request for clarification

of contents of bidding documents in writing and procuring agency shall respond to such quarries in writing within three calendar days, provided they are received at least five calendar days prior to the date of opening of bid (SPP Rule 23-1).

;

IB.6 Amendment of Bidding Documents (SPP Rules 22(2) & 22).

6.1 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.

6.2 Any addendum thus issued shall be part of the Bidding Documents pursuant to Sub-Clause 6.1 hereof, and shall be communicated in writing to all purchasers of the Bidding Documents. Prospective bidders shall acknowledge receipt of each addendum in writing to the Procuring Agency.

6.3 To afford interested bidders reasonable time in which to take an addendum into account in preparing their Bids, the Procuring Agency may at its discretion extend the deadline for submission of Bids.

C. PREPARATION OF BIDS

IB.7 Language of Bid

7.1 All documents relating to the Bid shall be in the language specified in the Contract Data.

IB.8 Documents Comprising the Bid

8.1 The Bid submitted by the bidder shall comprise the following:

(a) Offer /Covering Letter
(b) Form of Bid duly filled, signed and sealed, in accordance with IB.14.3.
(c) Schedules (A to F) to Bid duly filled and initialed, in accordance with the instructions contained therein & in accordance with IB.14.3.
(d) Bid Security furnished in accordance with IB.13.
(e) Power of Attorney in accordance with IB 14.5.
(f) Documentary evidence in accordance with IB.2(c) & IB.11
(g) Documentary evidence in accordance with IB.12.

IB.9 Sufficiency of Bid

9.1 Each bidder shall satisfy himself before Bidding as to the correctness and sufficiency of his Bid and of the premium on the rates of CSR / rates and prices quoted/entered in the Schedule of Prices, 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.

9.2 The bidder is advised to obtain for himself at his own cost and responsibility all information that may be necessary for preparing the bid and entering into a Contract for execution of the Works.

IB.10 Bid Prices, Currency of Bid and Payment

10.1 The bidder shall fill up the Schedule of Prices (Schedule A to Bid) indicating the percentage above or below the Composite Schedule of Rates/unit rates and prices of the Works to be performed under the Contract. Prices in the Schedule of Prices/Bill of Quantities shall be quoted entirely in Pak Rupees keeping in view the instructions contained in the Preamble to Schedule of Prices.

10.2 Unless otherwise stipulated in the Conditions of Contract, prices quoted by the bidder shall remain fixed during the bidder's performance of the Contract and not subject to variation on any account.

10.3 The unit rates and prices in the Schedule of Prices or percentage above or below on the composite schedule of rates shall be quoted by the bidder in the currency as stipulated in Bidding Data.

10.4 Items for which no rate or price is entered by the Bidder will not be paid for by the Procuring Agency when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities.

IB.11 Documents Establishing Bidder's Eligibility and Qualifications

11.1 Pursuant to Clause IB.8, the bidder shall furnish, as part of its bid, documents establishing the bidder's eligibility to bid and its qualifications to perform the Contract if its bid is accepted.

11.2 Bidder must possess and provide evidence of its capability and the experience as stipulated in Bidding Data and the Qualification Criteria mentioned in the Bidding Documents.

IB.12 Documents Establishing Works' Conformity to Bidding Documents

12.1 The documentary evidence of the Works' conformity to the Bidding Documents may be in the form of literature, drawings and data and the bidder shall furnish documentation as set out in Bidding Data.

12.2 The bidder shall note that standards for workmanship, material and equipment, and references to brand names or catalogue numbers, if any, designated by the Procuring Agency in the Technical Provisions are intended to be descriptive only and not restrictive.

IB.13 Bid Security

13.1 Each bidder shall furnish, as part of his bid, at the option of the bidder, a Bid Security as percentage of bid price/estimated cost or in the amount stipulated in Bidding Data in Pak. Rupees in the form of *Deposit at Call/ Payee's Order or a Bank Guarantee* issued by a Scheduled Bank in Pakistan in favour of the Procuring Agency valid for a period up to twenty eight (28) days beyond the bid validity date (*Bid security should not be below 1%.and not exceeding 5% of bid price/estimated cost SPP Rule 37*).

13.2 Any bid not accompanied by an acceptable Bid Security shall be rejected by the Procuring Agency as non-responsive.

13.3 The bid securities of unsuccessful bidders will be returned upon award of contract to the successful bidder or on the expiry of validity of Bid Security whichever is earlier.

13.4 The Bid Security of the successful bidder will be returned when the bidder has furnished the required Performance Security, and signed the Contract Agreement (SPP Rule 37).

13.5 The Bid Security may be forfeited:

(a) if a bidder withdraws his bid during the period of bid validity; or
(b) if a bidder does not accept the correction of his Bid Price, pursuant to Sub-Clause 16.4 (b) hereof, or
(c) in the case of a successful bidder, if he fails within the specified time limit to:

(i) furnish the required Performance Security or
(ii) sign the Contract Agreement.

IB.14 Validity of Bids, Format, Signing and Submission of Bid

14.1 Bids shall remain valid for the period stipulated in the Bidding Data after the date of bid opening.

14.2 In exceptional circumstances, Procuring Agency may request the bidders to extend the period of validity for a additional period but not exceeding 1/3 of the original period.The request and the bidders' responses shall be made in writing or by cable. A Bidder may refuse the request without forfeiting the Bid Security. A Bidder agreeing to the request will not be required or permitted to otherwise modify the Bid, but will be required to extend the validity of Bid Security for the period of the extension, and in compliance with IB.13 in all respects (SPP Rule 38).

14.3 All Schedules to Bid are to be properly completed and signed.

14.4 No alteration is to be made in the Form of Bid except in filling up the blanks as directed. If any alteration be made or if these instructions be not fully complied with, the bid may be rejected.

14.5 Each bidder shall prepare Original and number of copies specified in the Bidding Data of the documents comprising the bid as described in IB.8 and clearly mark them "ORIGINAL" and "COPY" as appropriate. In the event of discrepancy between them, the original shall prevail.

14.6 The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign (in the case of copies, Photostats are also acceptable). This shall be indicated by submitting a written Power of Attorney authorising the signatory of the bidder to act for and on behalf of the bidder. All pages of the bid shall be initialed and official seal be affixed by the person or persons signing the bid.

14.7 The Bid shall be delivered in person or sent by registered mail at the address to Procuring Agency as given in Bidding Data.

D. SUBMISSION OF BID

IB.15 Deadline for Submission, Modification & Withdrawal of Bids

15.1 Bids must be received by the Procuring Agency at the address/provided in Bidding Data not later than the time and date stipulated therein.

15.2 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 and Contract Data; and
(c) provide a warning not to open before the specified time and date for Bid opening as defined in the Bidding Data.
(d) in addition to the identification required in 15.2, the inner envelopes shall indicate the name and address of the Bidder to enable the Bid to be returned unopened in case it is declared late.
(e) 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.

15.3 Bids submitted through telegraph, telex, fax or e-mail shall not be considered.

15.4 Any bid received by the Procuring Agency after the deadline for submission prescribed in Bidding Data will be returned unopened to such bidder.

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

15.6 Withdrawal of a bid during the interval between the deadline for submission of bids and the expiration of the period of bid validity specified in the Form of Bid may result in forfeiture of the Bid Security pursuant to IB.13.5 (a).

E. BID OPENING AND EVALUATION

IB.16 Bid Opening, Clarification and Evaluation (SPP Rules 41, 42 & 43)

16.1 The Procuring Agency will open the bids, in the presence of bidders' representatives who choose to attend, at the time, date and in the place specified in the Bidding Data.

16.2 The bidder's name, Bid Prices, any discount, the presence or absence of Bid Security, and such other details as the Procuring Agency at its discretion may consider appropriate, will be announced by the Procuring Agency at the bid opening. The Procuring Agency will record the minutes of the bid opening. Representatives of the bidders who choose to attend shall sign the attendance sheet.

Any Bid Price or discount which is not read out and recorded at bid opening will not be taken into account in the evaluation of bid.

16.3 To assist in the examination, evaluation and comparison of Bids the Engineer/Procuring Agency may, at its discretion, ask the bidder for a clarification of its Bid. The request for clarification and the response shall be in writing and no change in the price or substance of the Bid shall be sought, offered or permitted (SPP Rule 43).

16.4 (a) Prior to the detailed evaluation, pursuant to IB.16.7 to 16.9, the Engineer/Procuring Agency will determine the substantial responsiveness of each bid to the Bidding Documents. For purpose of these instructions, a substantially responsive bid is one which conforms to all the terms and conditions of the Bidding Documents without material deviations. It will include determining the requirements listed in Bidding Data.

(b) Arithmetical errors will be rectified on the following basis:

If there is a discrepancy between the unit price and total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between the words and figures the amount in words shall prevail. If there is a discrepancy between the Total Bid price entered in Form of Bid and the total shown in Schedule of Prices-Summary, the amount stated in the Form of Bid will be corrected by the Procuring Agency in accordance with the Corrected Schedule of Prices.

If the bidder does not accept the corrected amount of Bid, his Bid will be rejected and his Bid Security forfeited.

16.5 A Bid determined as substantially non-responsive will be rejected and will not subsequently be made responsive by the bidder by correction of the non-conformity.

16.6 Any minor informality or non-conformity or irregularity in a Bid which does not constitute a material deviation **(major deviation)** may be waived by Procuring Agency,

provided such waiver does not prejudice or affect the relative ranking of any other bidders.

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

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

(B) Minor Deviations

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.

16.7 The Engineer/Procuring Agency will evaluate and compare only the bids previously determined to be substantially responsive pursuant to IB.16.4 to 16.6 as per requirements given hereunder. Bids will be evaluated for complete scope of works. The prices will be compared on the basis of the Evaluated Bid Price pursuant to IB.16.8 herein below.

Technical Evaluation: It will be examined in detail whether the works offered by the bidder complies with the Technical Provisions of the Bidding Documents. For this purpose, the bidder's data submitted with the bid in Schedule B to Bid will be compared with technical features/criteria of the works detailed in the Technical Provisions. Other technical information submitted with the bid regarding the Scope of Work will also be reviewed.

16.8 Evaluated Bid Price

In evaluating the bids, the Engineer/Procuring Agency will determine for each bid in addition to the Bid Price, the following factors (adjustments) in the manner and to the extent indicated below to determine the Evaluated Bid Price:

(i) making any correction for arithmetic errors pursuant to IB.16.4 hereof.

(ii) discount, if any, offered by the bidders as also read out and recorded at the time of bid opening.

(iii) excluding **provisional sums** and the provisions for **contingencies** in the Bill of Quantities **if any**, but including **Day work,** where priced competitively.

IB.17 Process to be Confidential

17.1 Subject to IB.16.3 heretofore, no bidder shall contact Engineer/Procuring Agency on any matter relating to its Bid from the time of the Bid opening to the time the bid evaluation result is announced by the Procuring Agency. The evaluation result shall be announced at least seven (07) days prior to award of Contract (SPP Rule 45). 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.

17.2 Any effort by a bidder to influence Engineer/Procuring Agency in the Bid evaluation, Bid comparison or Contract Award decisions may result in the rejection of his Bid. Whereas any bidder feeling aggrieved, may lodge a written complaint to Complaint Redressal Committee as per terms and conditions mentioned in SPP Rules 31 & 32. However, mere fact of lodging a complaint shall not warrant suspension of procurement process.

17.3 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 threatening to impair or harm, directly or indirectly, any party or the property of the party to influence the actions of a party to achieve a wrongful gain or to cause a wrongful loss to another party;

(ii) "**Collusive Practice**" means any arrangement between two or more parties to the procurement process or contract execution, designed to achieve with or without the knowledge of the procuring agency to establish prices at artificial, noncompetitive levels for any wrongful gain;

(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.

F. AWARD OF CONTRACT

IB.18. Post Qualification

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

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

18.2 The determination will take into account the bidder's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the bidders' qualifications submitted under B.11, as well as such other information required in the Bidding Documents.

IB.19 Award Criteria & Procuring Agency's Right

19.1 Subject to IB.19.2, the Procuring Agency will award the Contract to the bidder whose bid has been determined to be substantially responsive to the Bidding Documents and who has offered the lowest evaluated Bid Price, provided that such bidder has been determined to be qualified to satisfactory perform the Contract in accordance with the provisions of the IB.18.

19.2 Not withstanding IB.19.1, the Procuring Agency reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of Contract, without thereby incurring any liability to the affected bidders or any obligation to inform the affected bidders of the grounds for the Procuring Agency's action except that the grounds for its rejection of all bids shall upon request be communicated, to any bidder who submitted a bid, without justification of the grounds. Notice of the rejection of all the bids shall be given promptly to all the bidders (SPP Rule 25).

IB.20 Notification of Award & Signing of Contract Agreement

20.1 Prior to expiration of the period of bid validity prescribed by the Procuring Agency, the Procuring Agency will notify the successful bidder in writing ("Letter of Acceptance") that his bid has been accepted (SPP Rule 49).

20.2 Within seven (07) days from the date of furnishing of acceptable Performance Security under the Conditions of Contract, the Procuring Agency will send the successful bidder the Form of Contract Agreement provided in the Bidding Documents, incorporating all agreements between the parties.

20.3 The formal Agreement between the Procuring Agency and the successful bidder duly stamped at rate of ----% of bid price(updated from time to time) stated in Letter of Acceptance shall be executed within seven (07) days of the receipt of Form of Contract Agreement by the successful bidder from the Procuring Agency.

IB.21 Performance Security

21.1 The successful bidder shall furnish to the Procuring Agency a Performance Security in the form and the amount stipulated in the Conditions of Contract within a period of fourteen (14) days after the receipt of Letter of Acceptance (SPP 39).

21.2 Failure of the successful bidder to comply with the requirements of Sub-Clauses IB.20.2 & 20.3 or 21.1 or Clause IB.22 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security.

21.3 Publication of Award of Contract: within seven days of the award of contract, the procuring shall publish on the website of the authority and on its own website, if such a website exists, the results of the bidding process, identifying the bid through procurement identifying Number if any and the following information:

(1) Evaluation Report;

(2) Form of Contract and letter of Award;

(3) Bill of Quantities or Schedule of Requirements. (SPP Rule 50)

IB.22 Integrity Pact The Bidder shall sign and stamp the Form of Integrity Pact provided at Schedule-F to Bid in the Bidding Document for all Sindh Government procurement contracts exceeding Rupees ten (10) million. Failure to provide such Integrity Pact shall make the bid non-responsive (SPP Rule 89).

BIDDING DATA

(This section should be filled in by the Engineer/Procuring Agency before issuance of the Bidding Documents. 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.)

Instructions to Bidders
Clause Reference

1.1 **Name of Procuring Agency**

_____

_____

(*Insert name of the Procuring Agency)*

Brief Description of Works

_____

_____

5.1 (a) Procuring Agency's address:

_____

_____

(*Insert address of the Procuring Agency with telex/fax)*

(b) Engineer's address:

_____

_____

(*Insert name and address of the Engineer, if any, with telex/fax.)*

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

11.2 The bidder has the financial, technical and constructional capability necessary to perform the Contract as follows: *(Insert required capabilities and documents)*
i. Financial capacity: (*must have turnover of Rs---Million);*
ii. Technical capacity:*(mention the appropriate category of registration with PEC and qualification and experience of the staff);*
iii. Construction Capacity: (*mention the names and number of equipments required for the work).*

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

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

13.1 **Amount of Bid Security**

_____

_____

(*Fill in lump sum amount or in % age of bid amount /estimated cost, but not below 1% and not exceeding 5%)*

14.1 **Period of Bid Validity**

_____

_____

(Fill in "number of days" not exceeding 90)

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

One original plus _____ copies.

14.6 **(a) Procuring Agency's Address for the Purpose of Bid Submission**

_____

_____

(insert postal address or location of bid box for delivery by hand)

15.1 **Deadline for Submission of Bids**

Time: _____ AM/PM on _____.

16.1 **Venue, Time, and Date of Bid Opening**

Venue: _____

Time: _____Date: _____

16.4 **Responsiveness of Bids**

(i) Bid is valid till required period,

*(ii) Bid prices are firm during currency of contract/Price adjustment;

(iii) Completion period offered is within specified limits,

(iv) Bidder is eligible to Bid and possesses the requisite experience, capability and qualification.

(v) Bid does not deviate from basic technical requirements and

(vi) Bids are generally in order, etc.

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

(a) **Fixed Price contract:** In these contracts no escalation will be provided during currency of the contract and normally period of completion of these works is upto 12 months.

(b) **Price adjustment contract:** In these contracts escalation will be paid only on those items and in the manner as notified by Finance Department, Government of Sindh, after bid opening during currency of the contract.

FORM OF BID AND SCHEDULES TO BID

FORM OF BID
(LETTER OF OFFER)

Bid Reference No. _____

_____

_____

(Name of Works)

To:

_____

_____

_____

Gentlemen,

1. Having examined the Bidding Documents including Instructions to Bidders, Bidding Data, Conditions of Contract, Contract Data, Specifications, Drawings, if any, Schedule of Prices and Addenda Nos. _____ for the execution of the above-named works, we, the undersigned, being a company doing business under the name of and address _____ _____ and being duly incorporated under the laws of Pakistan hereby offer to execute and complete such works and remedy any defects therein in conformity with the said Documents including Addenda thereto for the Total Bid Price of Rs_____(Rupees_____) or such other sum as may be ascertained in accordance with the said Documents.

2. We understand that all the Schedules attached hereto form part of this Bid.

3. As security for due performance of the undertakings and obligations of this Bid, we submit herewith a Bid Security in the amount of _____ _____ drawn in your favour or made payable to you and valid for a period of twenty eight (28) days beyond the period of validity of Bid.

4. We undertake, if our Bid is accepted, to commence the Works and to deliver and complete the Works comprised in the Contract within the time(s) stated in Contract Data.

5. We agree to abide by this Bid for the period of _____ days from the date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

6. Unless and until a formal Agreement is prepared and executed, this Bid, together with your written acceptance thereof, shall constitute a binding contract between us.

7. We undertake, if our Bid is accepted, to execute the Performance Security

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

8. We understand that you are not bound to accept the lowest or any bid you may receive.

9. We do hereby declare that the Bid is made without any collusion, comparison of figures or arrangement with any other person or persons making a bid for the Works.

Dated this _____day of _____, 20

Signature _____

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

(Name of Bidder in Block Capitals)

(Seal)

Address

_____

_____

_____

Witness:

(Signature)_____

Name:_____

Address: _____

_____

[SCHEDULES TO BID INCLUDE THE FOLLOWING:

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

SCHEDULE – A TO BID

SCHEDULE OF PRICES

Sr. No.		Page No.
1.	Preamble to Schedule of Prices.....	24
2.	Schedule of Prices.....	26
	*(a) Summary of Bid Prices	
	* (b) Detailed Schedule of Prices /Bill of Quantities (BOQ)	

* *[To be prepared by the Engineer/Procuring Agency]*

PREAMBLE TO SCHEDULE OF PRICES

1. General

1.1 The Schedule of Prices shall be read in conjunction with the Conditions of Contract, Contract Data together with the Specifications and Drawings, if any.

1.2 The Contract shall be for the whole of the works as described in these Bidding Documents. Bids must be for the complete scope of works.

2. Description

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

3. Units & Abbreviations

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

_____

_____

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

4. Rates and Prices

4.1 Except as otherwise expressly provided under the Conditions of Contract, the rates and amounts entered in the Schedule of Prices shall be the rates at which the Contractor shall be paid and shall be the full inclusive value of the works set forth or implied in the Contract, except for the amounts reimbursable, if any to the Contractor under the Contract.

4.2 Unless otherwise stipulated in the Contract Data, the premium, rates and prices entered by the bidder shall not be subject to adjustment during the performance of the Contract.

4.3 All duties, taxes and other levies payable by the Contractor shall be included in the rates and prices.

4.4 The whole cost of complying with the provisions of the Contract shall be included in the items provided in the Schedule of Prices, and where

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

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

4.5 (a) The bidder shall be deemed to have obtained all information as to and all requirements related thereto which may affect the bid price.

*(b) The Contractor shall be responsible to make complete arrangements for the transportation of the Plant to the Site.

(Procuring Agency may modify as appropriate)

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

5. Bid Prices

5.1 Break-up of Bid Prices

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

5.2 Total Bid Price

The total of bid prices in the Schedule of Prices shall be entered in the Summary of Bid Prices.

6. Provisional Sums and Day work

6.1 Provisional Sums included and so designated in the Schedule of Prices if any, shall be expended in whole or in part at the direction and discretion of the Engineer/Procuring Agency. The Contractor will only receive payment in respect of Provisional Sums, if he has been instructed by the Engineer/Procuring Agency to utilize such sums.

6.2 Day work rates in the contractor's bid are to be used for small additional amounts of work and only when the Engineer have given written instructions in advance for additional work to be paid for in that way.

SCHEDULE OF PRICES – SUMMARY OF BID PRICES (Sample)

Bill No.	Description	Total Amount (Rs)
	(A) Building Work	
1.	Civil works	
2	Internal sanitary and water supply	
3	Electrification	
4	External Development works	
5	Miscellaneous Items	
	(B) Road Work.	
1.	Earthwork	
2.	Hard Crust and Surface Treatment	
3.	Culverts and Bridges	
4.	Miscellaneous Items	
	(C) Public Health Engineering Works.	
1.	Earthwork	
2.	Subsurface Drains	
3.	Pipe Laying and Man holes	
4.	Tube wells, Pump houses	
5.	Compound wall	
6.	Miscellaneous Items	
	Total Bid Price (The amount to be entered in Paragraph 1 of the Form of Bid) (In words).	

SCHEDULE OF PRICES

Item No.	Description	Quantity	Unit Rate(Rs)	Total Amount (Rs)
	I. (Civil works)			
1.				
2.				
3.				
	II.Internal sanitary and water supply.			
1.				
2.				
3.				
	III. Electrification.			
1.				
2.				
3.				
	IV. External Development works.			
1.				
2.				
3.				
	V. Miscellaneous Items			
1.				
2.				
3.				
Total (*to be carried to Summary of Bid Price*) *Add/ Deduct the percentage quoted above/below on the prices of items based on Composite Schedule of Rates.*				

SCHEDULE - B TO BID

*SPECIFIC WORKS DATA

(To be prepared and incorporated by the Procuring Agency)

*(Note: The Procuring Agency shall spell out the information & data required to be filled out by the bidder and to furnish complementary information).

SCHEDULE – C TO BID

WORKS TO BE PERFORMED BY SUBCONTRACTORS*

The bidder will do the work with his own forces except the work listed below which he intends to sub-contract.

Items of Works to be Sub-Contracted	Name and address of Sub-Contractors	Statement of similar works previously executed. *(attach evidence)*

Note:

* *The Procuring Agency should decide whether to allow subcontracting or not.*

In case Procuring Agency decides to allow subcontracting then following conditions shall be complied with:

1. No change of Sub-Contractors shall be made by the bidder without prior approval of the Procuring Agency.

2. The truthfulness and accuracy of the statement as to the experience of Sub-Contractors is guaranteed by the bidder. The Procuring Agency's judgment shall be final as to the evaluation of the experience of Sub-Contractors submitted by the bidder.

3. Statement of similar works shall include description, location & value of works, year completed and name & address of the clients.

SCHEDULE – D TO BID

PROPOSED PROGRAMME OF WORKS

Bidder shall provide a programme in a bar-chart or Program Evaluation and Review Technique (PERT) or Critical Path Method (CPM) showing the sequence of work items by which he proposes to complete the works of the entire Contract. The programme should indicate the sequence of work items and the period of time during which he proposes to complete the works including the activities like designing, schedule of submittal of drawings, ordering and procurement of materials, manufacturing, delivering, construction of civil works, erection, testing and commissioning of works to be supplied under the Contract.

SCHEDULE – E TO BID

METHOD OF PERFORMING WORKS

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

- The sequence and methods in which he proposes to carry out the Works, including the number of shifts per day and hours per shift, he expects to work.
- A list of all major items of construction and plant erection, tools and vehicles proposed to be used in delivering/carrying out the works at site.
- The procedure for installation of equipment and transportation of equipment and materials to the site.
- Organisation chart indicating head office & field office personnel involved in management, supervision and engineering of the Works to be done under the Contract.

SCHEDULE – F TO BID

(INTEGRITY PACT)

DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC PAYABLE BY CONTRACTORS

(FOR CONTRACTS WORTH RS. 10.00 MILLION OR MORE)

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

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

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

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

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

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

.....
[Procuring Agency] [Contractor]

CONDITIONS OF CONTRACT

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CONDITIONS OF CONTRACT

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CONDITIONS OF CONTRACT

1. GENERAL PROVISIONS

1.1 Definitions

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

The Contract

1.1.1 "Contract" means the Contract Agreement and the other documents listed in the Contract Data.

1.1.2 "Specifications" means the document as listed in the Contract Data, including Procuring Agency's requirements in respect of design to be carried out by the Contractor (if any), and any Variation to such document.

1.1.3 "Drawings" means the Procuring Agency's drawings of the Works as listed in the Contract Data, and any Variation to such drawings.

Persons

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

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

1.1.6 "Party" means either the Procuring Agency or the Contractor.

Dates, Times and Periods

1.1.7 "Commencement Date" means the date fourteen (14) days after the date the Contract comes into effect or any other date named in the Contract Data.

1.1.8 "Day" means a calendar day

1.1.9 "Time for Completion" means the time for completing the Works as stated in the Contract Data (or as extended under Sub-Clause 7.3), calculated from the Commencement Date.

Money and Payments

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

does not include any allowance for profit.

Other Definitions

1.1.11 "Contractor's Equipment" means all machinery, apparatus and other things required for the execution of the Works but does not include Materials or Plant intended to form part of the Works.

1.1.12 "Country" means the Islamic Republic of Pakistan.

1.1.13 "Procuring Agency's Risks" means those matters listed in Sub-Clause 6.1.

1.1.14 "Force Majeure" means an event or circumstance which makes performance of a Party's obligations illegal or impracticable and which is beyond that Party's reasonable control.

1.1.15 'Materials" means things of all kinds (other than Plant) to be supplied and incorporated in the Works by the Contractor.

1.1.16 "Plant" means the machinery and apparatus intended to form or forming part of the Works.

1.1.17 "Site" means the places provided by the Procuring Agency where the Works are to be executed, and any other places specified in the Contract as forming part of the Site.

1.1.18 "Variation" means a change which is instructed by the Engineer/Procuring Agency under Sub-Clause 10.1.

1.1.19 'Works" means any or all the works whether Supply, Installation, Construction etc. and design (if any) to be performed by the Contractor including temporary works and any variation thereof.

1.1.20 "Engineer" means the person notified by the Procuring Agency to act as Engineer for the purpose of the Contract and named as such in Contract Data.

1.2 **Interpretation**

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

1.3 **Priority of Documents**

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

1.4 **Law**

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

1.5 **Communications**

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

1.6 **Statutory Obligations**

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

2. THE PROCURING AGENCY

2.1 **Provision of Site**

The Procuring Agency shall provide the Site and right of access thereto at the times stated in the Contract Data.
Site Investigation Reports are those that were included in the bidding documents and are factual and interpretative reports about the surface and subsurface conditions at the Site.

2.2 **Permits etc.**

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

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

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

2.4 **Approvals**

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

3. ENGINEER'S/PROCURING AGENCY'S REPRESENTATIVES

3.1 **Authorised Person**

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

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

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

4. THE CONTRACTOR

4.1 **General Obligations**

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

4.2 **Contractor's Representative**

The Contractor shall appoint a representative at site on full time basis to supervise the execution of work and to receive instructions on behalf of the Contractor but only after obtaining the consent of the Procuring Agency for such appointment which consent shall not be withheld without plausible reason(s) by the Procuring Agency. Such authorized representative may be substituted/ replaced by the Contractor at any time during the Contract Period but only after obtaining the consent of the Procuring Agency as aforesaid.

4.3 **Subcontracting**

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

4.4 **Performance Security**

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

5. DESIGN BY CONTRACTOR

5.1 **Contractor's Design**

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

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

5.2 **Responsibility for Design**

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

6. PROCURING AGENCY'S RISKS

6.1 **The Procuring Agency's Risks**

The Procuring Agency's Risks are:-

a) war, hostilities (whether war be declared or not), invasion, act of foreign enemies, within the Country;

b) rebellion, terrorism, revolution, insurrection, military or usurped power, or civil war, within the Country;

c) riot, commotion or disorder by persons other than the Contractor's personnel and other employees including the personnel and employees of Sub-Contractors, affecting the Site and/or the Works;

d) ionising radiations, or contamination by radio-activity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radio-active toxic explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component of such an assembly, except to the extent to which the Contractor/Sub-Contractors may be responsible for the use of any radio-active material;

e) Pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds;

f) use or occupation by the Procuring Agency of any part of the Works, except as may be specified in the Contract;

g) late handing over of sites, anomalies in drawings, late delivery of designs and drawings of any part of the Works by the Procuring Agency's personnel or by others for whom the Procuring Agency is responsible;

h) a suspension under Sub-Clause 2.3 unless it is attributable to the Contractor's failure; and

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

7. TIME FOR COMPLETION

7.1 Execution of the Works

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

7.2 Programme

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

7.3 Extension of Time

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

7.4 Late Completion

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

8. TAKING-OVER

8.1 Completion

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

8.2 **Taking-Over Notice**

Within fourteen (14) days of the receipt of the said notice of completion from the Contractor the Procuring Agency/Engineer shall either takeover the completed works and issue a Certificate of Completion to that effect or shall notify the Contractor his reasons for not taking-over the works. While issuing the Certificate of Completion as aforesaid, the Procuring Agency/Engineer may identify any outstanding items of work which the Contractor shall undertake during the Maintenances Period.

9. REMEDYING DEFECTS

9.1 **Remedying Defects**

The Contractor shall for a period stated in the Contract Data from the date of issue of the Certificate of Completion carry out, at no cost to the Procuring Agency, repair and rectification work which is necessitated by the earlier execution of poor quality of work or use of below specifications material in the execution of Works and which is so identified by the Procuring Agency/Engineer in writing within the said period. Upon expiry of the said period, and subject to the Contractor's faithfully performing his aforesaid obligations, the Procuring Agency/Engineer shall issue a Maintenance Certificate whereupon all obligations of the Contractor under this Contract shall come to an end.

Failure to remedy any such defects or complete outstanding work within a reasonable time shall entitle the Procuring Agency to carry out all necessary works at the Contractor's cost. However, the cost of remedying defects not attributable to the Contractor shall be valued as a Variation.

9.2 **Uncovering and Testing**

The Engineer/Procuring Agency may give instruction as to the uncovering and/or testing of any work. Unless as a result of an uncovering and/or testing it is established that the Contractor's design, materials, plant or workmanship are not in accordance with the Contract, the Contractor shall be paid for such uncovering and/or testing as a Variation in accordance with Sub-Clause 10.2.

10. VARIATIONS AND CLAIMS

10.1 **Right to Vary**

The Procuring Agency/Engineer may issue Variation Order(s) in writing. Where for any reason it has not been possible for the Procuring Agency/Engineer to issue such Variations Order(s), the Contractor may confirm any verbal orders given by the Procuring Agency/Engineer in writing and if the same are not refuted/denied by the Procuring Agency/Engineer within ten (10) days of the receipt of such confirmation the same shall be deemed to be a Variation Orders for the purposes of this Sub-Clause.

10.2 **Valuation of Variations**

Variations shall be valued as follows:

a) at a lump sum price agreed between the Parties, or

b) where appropriate, at rates in the Contract, or

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

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

e) if the Engineer/Procuring Agency so instructs, at day work rates set out in the Contract Data for which the Contractor shall keep records of hours of labour and Contractor's Equipment, and of Materials, used.

10.3 **Changes in the Quantities.**

a) If the final quantity of the work done differs from the quantity in the Bill of Quantities for the particular item by more than 25 percent, provided the change exceeds 1 percent of the Initial Contract Price, the Procuring Agency/Engineer shall adjust the rate to allow for the change and will be valued as per sub clause 10.2.

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

c) If requested by the Engineer, the contractor shall provide the Engineer with a detailed cost breakdown of any rate in the Bill of Quantities.

10.4 **Early Warning**

The Contractor shall notify the Engineer/Procuring Agency in writing as soon as he is aware of any circumstance which may delay or disrupt the Works, or which may give rise to a claim for additional payment.

To the extent of the Contractor's failure to notify, which results to the Engineer/Procuring Agency being unable to keep all relevant records or not taking steps to minimise any delay, disruption, or Cost, or the value of any Variation, the Contractor's entitlement to extension of the Time for Completion or additional payment shall be reduced/rejected.

10.5 **Valuation of Claims**

If the Contractor incurs Cost as a result of any of the Procuring Agency's Risks, the Contractor shall be entitled to the amount of such Cost. If as a result of any

Procuring Agency's Risk, it is necessary to change the Works, this shall be dealt with as a Variation subject to Contractor's notification for intention of claim to the Engineer/Procuring Agency within fourteen (14) days of the occurrence of cause.

10.6 **Variation and Claim Procedure**

The Contractor shall submit to the Engineer/Procuring Agency an itemised detailed breakdown of the value of variations and claims within twenty eight (28) days of the instruction or of the event giving rise to the claim. The Engineer/Procuring Agency shall check and if possible agree the value. In the absence of agreement, the Procuring Agency shall determine the value.

11. CONTRACT PRICE AND PAYMENT

11.1 (a) **Terms of Payments**

The amount due to the Contractor under any Interim Payment Certificate issued by the Engineer pursuant to this Clause, or to any other terms of the Contract, shall , subject to Clause 11.3, be paid by the Procuring Agency to the Contractor within 30 days after such Interim Payment Certificate has been jointly verified by Procuring Agency and Contractor, or, in the case of the Final Certificate referred to in Sub Clause 11.5, within 60days after such Final Payment Certificate has been jointly verified by Procuring Agency and Contractor;

Provided that the Interim Payment shall be caused in thirty (30) days and Final Payment in 60 days in case of foreign funded project. In the event of the failure of the Procuring Agency to make payment within 90 days then Procuring Agency shall pay to the Contractor compensation at the 28 days rate of KIBOR+2% per annum in local currency and LIBOR+1% for foreign currency, upon all sums unpaid from the date by which the same should have been paid.

(b) **Valuation of the Works**

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

11.2 **Monthly Statements**

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

a) the value of the Works executed less to the cumulative amount paid previously; and
b) value of secured advance on the materials and valuation of variations (if any).

The Contractor shall submit each month to the Engineer/Procuring Agency a statement showing the amounts to which he considers himself entitled.

11.3 **Interim Payments**

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

11.4 **Retention**

Retention money shall be paid by the Procuring Agency to the Contractor within fourteen (14) days after either the expiry of the period stated in the Contract Data, or the remedying of notified defects, or the completion of outstanding work, all as referred to in Sub-Clause 9.1, whichever is the later.

11.5 **Final Payment**

Within twenty one (21) days from the date of issuance of the Maintenance Certificate the Contractor shall submit a final account to the Engineer to verify and the Engineer shall verify the same within fourteen (14) days from the date of submission and forward the same to the Procuring Agency together with any documentation reasonably required to enable the Procuring Agency to ascertain the final contract value.

Within sixty (60) days from the date of receipt of the verified final account from the Engineer, the Procuring Agency shall pay to the Contractor any amount due to the Contractor. While making such payment the Procuring Agency may, for reasons to be given to the Contractor in writing, withhold any part or parts of the verified amount.

11.6 **Currency**

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

12. DEFAULT

12.1 **Defaults by Contractor**

If the Contractor abandons the Works, refuses or fails to comply with a valid instruction of the Engineer/Procuring Agency or fails to proceed expeditiously and without delay, or is, despite a written complaint, in breach of the Contract, the Procuring Agency may give notice referring to this Sub-Clause and stating the default.
If the Contractor has not taken all practicable steps to remedy the default within fourteen (14) days after receipt of the Procuring Agency's notice, the Procuring Agency may by a second notice given within a further twenty one (21) days, terminate the Contract. The Contractor shall then demobilize from the Site leaving behind any Contractor's Equipment which the Procuring Agency instructs, in the second notice, to be used for the completion of the Works at the risk and cost of the Contractor.

12.2 **Defaults by Procuring Agency**

If the Procuring Agency fails to pay in accordance with the Contract, or is, despite a written complaint, in breach of the Contract, the Contractor may give notice referring to this Sub-Clause and stating the default. If the default is not remedied within fourteen (14) days after the Procuring Agency's receipt of this notice, the Contractor may suspend the execution of all or parts of the Works.

If the default is not remedied within twenty eight (28) days after the Procuring Agency's receipt of the Contractor's notice, the Contractor may by a second notice given within a further twenty one (21) days, terminate the Contract. The Contractor shall then demobilise from the Site.

12.3 **Insolvency**

If a Party is declared insolvent under any applicable law, the other Party may by notice terminate the Contract immediately. The Contractor shall then demobilise from the site leaving behind, in the case of the Contractor's insolvency, any Contractor's Equipment which the Procuring Agency instructs in the notice is to be used for the completion of the Works.

12.4 **Payment upon Termination**

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

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

b) any sums to which the Procuring Agency is entitled,

c) if the Procuring Agency has terminated under Sub-Clause 12.1 or 12.3, the Procuring Agency shall be entitled to a sum equivalent to twenty percent (20%) of the value of parts of the Works not executed at the date of the termination, and

d) if the Contractor has terminated under Sub-Clause 12.2 or 12.3, the Contractor shall be entitled to the cost of his demobilisation together with a sum equivalent to ten percent (10%) of the value of parts of the works not executed at the date of termination.

The net balance due shall be paid or repaid within twenty eight (28) days of the notice of termination.

13. RISKS AND RESPONSIBILITIES

13.1 **Contractor's Care of the Works**

Subject to Sub-Clause 9.1, the Contractor shall take full responsibility for the care

of the Works from the Commencement Date until the date of the Procuring Agency's/Engineer's issuance of Certificate of Completion under Sub-Clause 8.2. Responsibility shall then pass to the Procuring Agency. If any loss or damage happens to the Works during the above period, the Contractor shall rectify such loss or damage so that the Works conform with the Contract.

Unless the loss or damage happens as a result of any of the Procuring Agency's Risks, the Contractor shall indemnify the Procuring Agency, or his agents against all claims loss, damage and expense arising out of the Works.

13.2 **Force Majeure**

If Force Majeure occurs, the Contractor shall notify the Engineer/Procuring Agency immediately. If necessary, the Contractor may suspend the execution of the Works and, to the extent agreed with the Procuring Agency demobilize the Contractor's Equipment.

If the event continues for a period of eighty four (84) days, either Party may then give notice of termination which shall take effect twenty eight (28) days after the giving of the notice.

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

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

b) the cost of his demobilization, and

c) less any sums to which the Procuring Agency is entitled.

The net balance due shall be paid or repaid within thirty five (35) days of the notice of termination.

14. INSURANCE

14.1 **Arrangements**

The Contractor shall, prior to commencing the Works, effect insurances of the types, in the amounts and naming as insured the persons stipulated in the Contract Data except for items (a) to (e) and (i) of the Procuring Agency's Risks under Sub-Clause 6.1. The policies shall be issued by insurers and in terms approved by the Procuring Agency. The Contractor shall provide the Engineer/Procuring Agency with evidence that any required policy is in force and that the premiums have been paid.

14.2 **Default**

If the Contractor fails to effect or keep in force any of the insurances referred to in the previous Sub-Clause, or fails to provide satisfactory evidence, policies or receipts, the Procuring Agency may, without prejudice to any other right or

remedy, effect insurance for the cover relevant to such as a default and pay the premiums due and recover the same plus a sum in percentage given in Contractor Data from any other amounts due to the Contractor.

15. RESOLUTION OF DISPUTES

15.1 Engineer's Decision

If a dispute of any kind whatsoever arises between the Procuring Agency and the Contractor in connection with the works, the matter in dispute shall, in the first place, be referred in writing to the Engineer, with a copy to the other party. Such reference shall state that it is made pursuant to this Clause. No later than the twenty eight (28) days after the day on which he received such reference, the Engineer shall give notice of his decision to the Procuring Agency (Superintending Engineer) and the Contractor.

Unless the Contract has already been repudiated or terminated, the Contractor shall, in every case, continue to proceed with the work with all due diligence, and the Contractor and the Procuring Agency (Superintending Engineer)shall give effect forthwith to every such decision of the Engineer unless and until the same shall be revised, as hereinafter provided in an arbitral award.

15.2 Notice of Dissatisfaction

If a Party is dissatisfied with the decision of the Engineer of consultant or if no decision is given within the time set out in Sub-Clause 15.1 here above, the Party may give notice of dissatisfaction referring to this Sub-Clause within fourteen (14) days of receipt of the decision or the expiry of the time for the decision. If no notice of dissatisfaction is given within the specified time, the decision shall be final and binding on the Parties. If notice of dissatisfaction is given within the specified time, the decision shall be binding on the Parties who shall give effect to it without delay unless and until the decision of the Engineer is revised by an arbitrator.

If a contractor is dissatisfied with the decision of the Engineer of the department or decision is not given in time then he can approach Superintending Engineer within 14 days, in case of dissatisfaction with decision of Superintending Engineer or not decided within 28 days, then arbitration process would be adopted as per clause 15.3.

15.3 Arbitration

A dispute which has been the subject of a notice of dissatisfaction shall be finally settled as per provisions of Arbitration Act 1940 (Act No. X of 1940) and Rules made there under and any statutory modifications thereto. Any hearing shall be held at the place specified in the Contract Data and in the language referred to in Sub-Clause 1.5.

16 INTEGRITY PACT

16.1 If the Contractor or any of his Sub-Contractors, agents or servants is found to have violated or involved in violation of the Integrity Pact signed by the Contractor as Schedule-F to his Bid, then the Procuring Agency shall be entitled to:

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

On termination of the Contract under Sub-Para (b) of this Sub-Clause, the Contractor shall demobilize from the site leaving behind Contractor's Equipment which the Procuring Agency instructs, in the termination notice, to be used for the completion of the works at the risk and cost of the Contractor. Payment upon such termination shall be made under Sub-Clause 12.4, in accordance with Sub-Para (c) thereof, after having deducted the amounts due to the Procuring Agency under Sub-Para (a) and (c) of this Sub-Clause.

CONTRACT DATA

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

Sub-Clauses of
Conditions of Contract

1.1.3 Procuring Agency's Drawings, if any
(To be listed by the Procuring Agency)

1.1.4 **The Procuring Agency** means

_____

_____

1.1.5 **The Contractor** means

_____

_____

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

1.1.9 **Time for Completion** _____ days

(The time for completion of the whole of the Works should be assessed by the Procuring Agency)

1.1.20 **Engineer (mention the name along with the designation including whether he belongs to department or consultant) and other details**

_____

_____

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

(a) The Contract Agreement
(b) Letter of Acceptance
(c) The completed Form of Bid
(d) Contract Data
(e) Conditions of Contract
(f) The completed Schedules to Bid including Schedule of Prices
(g) The Drawings, if any
(h) The Specifications
(i) _____
(j) _____

(The Procuring Agency may add, in order of priority, such other documents as form part of the Contract. Delete the document, if not applicable)

2.1 **Provision of Site:** On the Commencement Date

3.1 **Authorized person:**_____

3.2 **Name and address of Engineer's/Procuring Agency's representative**

_____

4.4 **Performance Security:**

Amount_____

Validity_____

(Form: As provided under Standard Forms of these Documents)

5.1 **Requirements for Contractor's design (if any):**

Specification Clause No's_____

7.2 **Programme:**

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

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

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

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

7.5 **Early Completion**

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

9.1 **Period for remedying defects**

_____

_____

10.2 (e) **Variation procedures:**

Day work rates_____

_____(details)

11.1 **Terms of Payments**

a) Mobilization Advance

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

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

(ii) Contractor will pay interest on the mobilization advance at the rate of 10% per annum on the advance; and

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

OR

2) **Secured Advance on Materials**

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

(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 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 should not be allowed unless &until the previous advance, if an, fully recovered;

(viii) Detailed account of advances must be kept in part II of running account bill; 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 definitely not for full quantities of materials for the entire work/contract

(b) Recovery of Secured Advance:

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

(ii) As recoveries are made the outstanding accounts of the items concerned in Part II should be reduced b making deduction entries in the column; "deduct quantity utilized in work measured since previous bill," equivalent to the quantities of materials used by the contractor on items of work shown as executed in part I of the bill.

(c) Interim payments: The Contractor shall submit to the Engineer monthly statements of the estimated value of the work completed less the cumulative amount certified previously.

(i) The value of work completed comprises the value of the quantities of the items in the Bill of Quantities completed.

(ii) value of secured advance on the materials and valuation of variations (if any).

(iii) Engineer may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.

(v) Retention money and other advances are to be recovered from the bill submitted by contractor.

11.2 *(a) **Valuation of the Works:**

i) Lump sum price_____(details), or

ii) Lump sum price with schedules of rates _____ (details), or

iii) Lump sum price with bill of quantities_____(details), or

iv) Re-measurement with estimated/bid quantities in the Schedule of Prices or on premium above or below quoted on the rates mentioned in CSR _____(details), or/and

v) Cost reimbursable_____(details)

11.3 **Percentage of retention*:** *five (5%)*

11.6 **Currency of payment:** Pak. Rupees

14.1 **Insurances:** *(Procuring Agency may decide, keeping in view the nature and the scope of the work)*

Type of cover

The Works

Amount of cover

The sum stated in the Letter of Acceptance plus fifteen percent (15%)

Type of cover

Contractor's Equipment:

Amount of cover

Full replacement cost

Type of cover

Third Party-injury to persons and damage to property

_____

(The minimum amount of third party insurance should be assessed by the Procuring Agency and entered).

Workers:

_____

_____

Other cover*:

_____

(In each case name of insured is Contractor and Procuring Agency)

14.2 **Amount to be recovered**

Premium plus _____ percent (____%).

15.3 **Arbitration****

Place of Arbitration: _____

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* *(Procuring Agency to specify as appropriate)*

** *(It has to be in the Province of Sindh)*

STANDARD FORMS

(Note: Standard Forms provided in this document for securities are to be issued by a bank. In case the bidder chooses to issue a bond for accompanying his bid or performance of contract or receipt of advance, the relevant format shall be tailored accordingly without changing the spirit of the Forms of securities).

FORM OF BID SECURITY
(Bank Guarantee)

Guarantee No._____
Executed on _____

(Letter by the Guarantor to the Procuring Agency)

Name of Guarantor (Scheduled Bank in Pakistan) with address:_____
Name of Principal (Bidder) with address:_____
_____
Sum of Security (express in words and figures):_____
_____
Bid Reference No._____ Date of Bid _____

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

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the accompanying Bid numbered and dated as above for _____ (Particulars of Bid) to the said Procuring Agency, and

WHEREAS, the Procuring Agency has required as a condition for considering the said Bid that the Principal furnishes a Bid Security in the above said sum to the Procuring Agency, conditioned as under:

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

(a) the Principal withdraws his Bid during the period of validity of Bid, or

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

(c) failure of the successful bidder to

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

(ii) sign the proposed Contract Agreement, in accordance with Sub-Clauses IB-20.2 & 20.3 of Instructions to Bidders,

the entire sum be paid immediately to the said Procuring Agency for delayed completion and not as penalty for the successful bidder's failure to perform.

NOW THEREFORE, if the successful bidder shall, within the period specified therefore, on the prescribed form presented to him for signature enter into a formal Contract Agreement with the said Procuring Agency in accordance with his Bid as accepted and furnish within fourteen (14) days of receipt of Letter of Acceptance, a Performance Security with good and sufficient surety , as may be required, upon the form prescribed by the said Procuring Agency for the faithful performance and proper fulfilment of the said Contract or in the event of non-withdrawal of the said Bid within the time specified then this obligation shall be void and of no effect, but otherwise to remain in full force and effect.

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

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

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

_____
Guarantor (Bank)

Witness:

1. _____

_____
Corporate Secretary (Seal)

2. _____

_____
(Name, Title & Address)

1. Signature _____

2. Name _____

3. Title _____

Corporate Guarantor (Seal)

FORM OF PERFORMANCE SECURITY
(Bank Guarantee)

Guarantee No._____
Executed on _____
Expiry Date

(Letter by the Guarantor to the Procuring Agency)

Name of Guarantor (Scheduled Bank in Pakistan) with

address:_____

Name of Principal (Contractor) with
address:_____
_____

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

Letter of Acceptance No._____ Dated _____

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

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

_____ (Name of Project).

NOW THEREFORE, if the Principal (Contractor) shall well and truly perform and fulfill all the undertakings, covenants, terms and conditions of the said Documents during the original terms of the said Documents and any extensions thereof that may be granted by the Procuring Agency, with or without notice to the Guarantor, which notice is, hereby, waived and shall also well and truly perform and fulfill all the undertakings, covenants terms and conditions of the Contract and of any and all modifications of the said Documents that may hereafter be made, notice of which modifications to the Guarantor being hereby waived, then, this obligation to be void; otherwise to remain in full force and virtue till all requirements of Clause 9, Remedying Defects, of Conditions of Contract are fulfilled.

Our total liability under this Guarantee is limited to the sum stated above and it is a condition of any liability attaching to us under this Guarantee that the claim for payment in writing shall

be received by us within the validity period of this Guarantee, failing which we shall be discharged of our liability, if any, under this Guarantee.

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

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

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

_____
Guarantor (Bank)

Witness:

1. _____

_____
Corporate Secretary (Seal)

2. _____

_____
(Name, Title & Address)

1. Signature _____

2. Name _____

3. Title _____

_____
Corporate Guarantor (Seal)

FORM OF CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT (hereinafter called the "Agreement") made on the _____ day of _____ 200 _____ between _____(hereinafter called the "Procuring Agency") of the one part and _____ (hereinafter called the "Contractor") of the other part.

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

NOW this Agreement witnesseth as follows:

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 Letter of Acceptance;
   (b) The completed Form of Bid along with Schedules to Bid;
   (c) Conditions of Contract & Contract Data;
   (d) The priced Schedule of Prices/Bill of quantities (BoQ);
   (e) The Specifications; and
   (f) The Drawings

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 within the provisions of the Contract.

4. The Procuring Agency hereby covenants to pay the Contractor, in consideration of the execution and completion of the Works as per provisions of the Contract, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

Signature of the Contactor

_____

(Seal)

Signature of the Procuring Agency

_____

(Seal)

Signed, Sealed and Delivered in the presence of:

Witness:

_____

(Name, Title and Address)

Witness:

_____

(Name, Title and Address)

MOBILIZATION ADVANCE GUARANTEE

Guarantee No._____

Executed on_____

(Letter by the Guarantor to the Procuring Agency)

WHEREAS the _____ (hereinafter called the Procuring Agency) has entered into a Contract for _____

_____

_____ (Particulars of Contract), with _____

_____ (hereinafter called the Contractor).

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

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

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

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

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

This Guarantee shall come into force as soon as the advance payment has been credited to the account of the Contractor.

This Guarantee shall expire not later than _____

by which date we must have received any claims by registered letter, telegram, telex or telefax.

It is understood that you will return this Guarantee to us on expiry or after settlement of the total amount to be claimed hereunder.

_____
Guarantor (Scheduled Bank)

Witness:

1. _____

_____
Corporate Secretary (Seal)

2. _____

_____
(Name, Title & Address)

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

_____
Corporate Guarantor (Seal)

INDENTURE FOR SECURED ADVANCES.

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

This INDENTURE made the .... day of ..... ----- ..... ----------.....-197--"- BETWEEN (hereinafter called "the Contractor" which expression shall where the context so admits or implied be deemed to include his heirs, executors, administrators and assigns) of the one part and THE GOVERNOR OF SINDH (hereinafter called "the Government" of the other part).

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

(Here enter (the description of the works).[1]

AND WHEREAS the contractor has applied to the .... —..... ----- for an advance to him of Rupees ----------. (Rs. .....) on the security of materials absolutely belonging to him and brought by him to the site of the said works the subject of the said agreement for use in the construction of such of the said works as he has undertaken to execute at rates fixed for the finished work (inclusive of the cost of materials and labour and other charge) AND WHEREAS the Government has agreed to advance to the Contractor the sum of Rupees, (Rs. .....) on the security of materials the quantities and other particulars of which are detailed in Part II of Running Account Bill (E). the said works signed by the contractor Fin R.Form17.A on---------- ..... — and on such covenants and conditions as are hereinafter contained and the Government has reserved to itself the option of marking any further advance or advances on the security of other materials brought by the Contractor to the site of the said works.

NOW THIS INDENTURE WTTNESSETH that in pursuance of the said agreement and in consideration of the sum of Rupees..... ---------- .....-.....— ..... (Rs ------..... -----) on or before the execution of these presents paid to the Contractor by the Government (the receipt whereof the Contractor doth hereby acknowledge) and of such further advances (if any) as may be made to him as aforesaid (all of which advances are hereinafter collectively referred to as the said amount) the Contractor doth hereby assign unto the Government the said materials by way of security for the said amount

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

(1) That the said sum of Rupees .....-..... ----------..... ---------- (RF. ----------) so advanced by the Government to the Contractor as aforesaid and all or any further sum or sums which may be advanced aforesaid shall be employed by the contractor in or towards expending the execution of the said works and for no other purpose whatsoever.

(2) That the materials detailed in the said Running Account Bill (B) which have been

Fin R Form No. 17-A

Offered to and accepted by (he Government as security for the said amount are absolutely by the Contractors own property free from encumbrances of any kind and the Contractor will not make any application for or receive a further advance on the security of materials which are not absolutely his own property and free from encumbrances of any kind and the contractor hereby agrees, at all times, to indemnify and save harmless the Government against all claims whatsoever to any materials in respect of which an advance has been made to him as aforesaid.

(3) That the said materials detailed in the said Running Account Bill (B) and all other

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Materials on the security of which any further advance or advances may hereafter be made as aforesaid (hereinafter called the said materials) shall be used by the Contractor solely in *the* execution of the said works in accordance with the directions of the Divisional Officer----------(hereinafter called the Divisional Officer) and in the terms of the said agreement.

(4) That the Contractor shall make at his own cost all necessary and adequate arrangement for the proper watch, safe custody and protection against all risks of the said material and that until used in construction as aforesaid the said materials shall remain at the site of the said works in the Contractor's custody and at his own risk and on his own responsibility and shall at all times be open to inspection by (he Divisional Officer or any officer authorized by him. In the event of the said materials of any part (hereof being stolen, destroyed or damaged or becoming deteriorated in a grater degree than is due to reasonable use and wear thereof Contractor will forthwith replace the same with other materials of like qualify or repair and make good the same as required by the Divisional Officer and the materials so brought to replace the said materials so repaired and made good shall also be considered as security for the said amount.

(5) 'Hurt the said materials shall not on any account be removed from the site of the said works except with the written permission of the Divisional Officer or an officer authorized by him in that behalf.

(6) That the said amount shall be payable in full when or before the Contractor receives payment, from the Government of the price payable to him for the said works under the terms and provisions of the said agreement PROVIDED THAT if any intermediate payments are made to the contractor on account of work done then on the occasion of each such payment the Government will be at liberty to make a recovery from the Contractors Bill for such payment by deducting there from in the value of the said materials (hen actually used in the construction and in respect of which recovery has not been made previously the value for this purpose being determined in respect of each description of material at (he rates at which the amount of the advances made under these presents were calculated.

(7) That if the Contractor shall at any time make any default in the performance or observation in any respect of any of the terms and provisions of the said agreement or of these presents the total amount of the advance or advances that may still be owing to the Government shall immediately on the happening of such default be repayable by the Contractor to the Government together with interest thereon at twelve

percent per annum from the date or respective dates of such advance or advances to the date or repayment and with all costs, charges, damages and expenses incurred by the Government in or for the recovery thereof or the enforcement of this security or otherwise by reason of (he default of the Contractor and any moneys so becoming due and payable shall constitute a debt due from the Contractor to the Government and the Contractor hereby covenants and agrees with the Government to repay and the same respectively to it accordingly.

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

Once therewith the Government may at any time thereafter adopt all or any of following courses as it may deem best ;-

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

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

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

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

(10) That in the event of any conflict between the provisions of these presents and the said agreement the provisions of these presents shall prevail and in the event of any dispute or difference arising over the construction or effect of these presents the settlement of which has not been hereinbefore expressly provided for the same shall be referred to the Superintending Engineer..... Circle whose..... decision shall be final and the provisions of the Indian Arbitration Act for the time being in force so far as they are applicable shall apply to any such reference.

In witnesses whereof the* ------—__..... on behalf of the Governor of Sindh and the said..... —..... -..... --have hereunto set their respective hands and seals the day and first above written.

Signed, sealed and delivered by* In the presence of

_____

Seal

1st witness 2nd witness

Signed, sealed and delivered by* In the presence of

Seal

1st Witness 2nd witness

SPECIFICATIONS

[Note for Preparing the Specifications]

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

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

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

Sample Clause: Equivalency of Standards and Codes

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

*DRAWINGS

** (Note: The Engineer/Procuring Agency may incorporate specific Drawings for Bidding purposes only or may include the detailed drawings in a separate volume, if necessary).*

SPECIFICATION

GENERAL SPECIFICATION

GENERAL	PAGE NO.
1. Standard Specifications	03
2. Drawings	03
3. Record Drawings	03
4. Material and Suppliers of Materials	03
5. Programme	03
6. Permission	04
7. Water and Electricity Supply	04
8. Meeting and Reports	05
9. Contract signboard	05
10. Level Datum	05
11. Contamination of Water Suppliers	05
12. Existing Installation	05
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14. Languages	06
15. Safety and environmental Regulation on Site	06
16. Traffic Requirement	06
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THE SITE	PAGE NO.
1. Site	07
2. Clearance and Reinstatement of Site	07
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4. Permits	08
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PARTICULAR SPECIFICATION

EARTHWORKS	PAGE NO.
1. Excavation on Roads	08
2. Supporting Excavation	08
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4. Slips, Falls and Excess Excavation	09
5. Dewatering	09
6. Backfill and Fill	09
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8. Disposal of Surplus Materials	10

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9. Surplus Material Dumps 10
10. Construction Methods 10
11. Rock 10

Concrete and Reinforcement **Page No.**

1. Cement 10
2. Aggregates 11
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ENGINEER'S REQUIREMENT **PAGE NO.**

1. Meetings and Reports 11
2. I.T. facilitation 11
3. Surveying instruments and surveyors 12
4. Transport. 12
5. Cost 12

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The work under the contract comprises of laying pipes and other civil, Electrical & Mechanical Works as shown in drawings & included in bill of quantities.

1. STANDARD SPECIFICATION.

Plant, material and workmanship shall comply with the requirements of British standard and Codes of Practice current at the time of bid.

All materials and workmanship not covered by code of practice or approved alternative shall be of such kind as is used in first class work and suitable for the climate in the area where the works are to be constructed, for which Engineer incharge's decision shall be binding.

2. Drawings.

Drawing which form part of the contract are attached in the contract Documents.

3. Record Drawings.

Within twenty-eight days of the issue of certificate of Completion, the contractor shall provide copies and drawings amended to comply with the work as built. These drawing shall include.

- General arrangement drawing of the structure, pipelines and other works.
- Longitudinal sections of the pipes and chamber's location (other then replacement or re-construction work) shall be as shown on the issued Drawings or as agreed by the Engineer Incharge.

4. MATERIAL AND SUPPLIERS OF MATERIALS.

Before ordering materials of any description intended for the works, the contractor shall obtain approval of the Engineer concern the name of the makers or suppliers proposed, a specification of the materials and details of their place of manufacture.

Materials used in the works which are, or can be in contact with the untreated waste water shall be suitable for such use and shall not contain any matter which could react with the organic and inorganic matter present in the waste water resulting any damaged deteriorating of the works and shall be in accordance with the standard for conveyance system of waste water.

5. PROGRAMME.

Before commencing the work the contractor shall submit to the engineer concerned for his approval a programme showing the order in which the proposes to carry out the works. The programme shall be in the form of a bar chart, or any other form as may be agreed by the engineer concerned, and shall clearly indicate the following.

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(a) The sequence of each activity, the proposed start and completion dates of each activity, the rate of progress and the cumulative quantity or percentage of work expected to be achieved on each activity.

The program shall also include details of the following;

(a) A statement giving the numbers and categories of supervisory and technical staff and skilled and unskilled workers to be employed on the works.

(b) A list and type details of major constructional plant (including vehicles) which the contractor proposes to engage on the works.

(c) The contractor shall submit to the engineer concerned for his approved detailed method statements for executing all major activities including but not limited to:

- Setting out of works.
- Excavation of dewatering.
- Disposal of suitable and unsuitable excavated materials.
- Concrete mixing, placing, compaction, finishing, curing.
- Backfilling.
- Placing reinforcement, forming construction and expansion joints and treatment.
- Laying and jointing of pipes.
- Materials and equipment to be used.
- Expected daily or weekly production and time required for completion.

(d) Details of the programme for the works (other than replacement & re-construction work) from the date of receipt of the engineer concern order to commence the works including a complete resources allocation showing the number of units and allotted time for each unit of constructional plant, materials and labor allocated to each part of the works.

6. Permit & Permission.

The contractor shall bring in the knowledge to Engineer concern sufficiently in advance about the permit and permission required from other agency / office, to enable the Engineer's Concern to make such arrangements. The contractor shall not commence any important part of work without the approval of the engineer concern.

7. WATER AND ELECTRICITY SUPPLY.

The contractor shall at his own cost make arrangement for the supply of water and electricity for the purposes of the works. The Employer may allow us of water from its

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mains, if available in the vicinity, as per commercial tariff applicable per 1000 gallons duly metered.

8. MEETING AND REPORTS.

Representative of the contractor shall attend monthly progress meeting at the offices of the Engineer concern. In addition, approved representatives of the of the contractor shall attend further meetings in cases of emergencies or for other reasons when called upon by the employer / engineer concern.

The contractor shall submit to the Engineer concern each month a report on his progress in the performance of the contract. The report shall include a copy of the approved programs with the current progress for each activity shown. No separate payment shall be made for this item. THE PROGRAMME SHOULD BE UPDATED TO SHOW HOW COMPLETION WILL BE ACHIEVED IF THEY ARE BEHIND PROGRAMME.

9. Contract Sign Board.

The contractor shall supply and erect contract signboards at location agreed by the engineer concern.

10. LEVEL DATUM.

All level stated shall be related to bench-marks established for design and shown on Drawing (Plan & Profile).

11. CONTAMINATION AND WATER SUPPLIES.

Before any person is engaged on work involving a risk to the purify of potable water supplies or deemed to involve such a risk by the engineer concern, he shall be tested to indicate that he is not a carrier of typhoid or other waterborne disease and he shall be informed of the dangers of contamination. The contractor shall notify the Engineers concern of any person who has been certified by a doctor as a suffering from an illness associated with the looseness of the bowels, and no such person shall be employed on such work until the employer's medical adviser is satisfied that it is safe for him to be so employed.

The Contractor shall comply with the provision of National Environmental Quality standards in the operation and management of his work.

The Contractor shall not run tracked or unsprang vehicles on surfaced roads without the express approval of the Engineer who may require that planking or some other protective material be used to protect the road surface.

12. EXISTING INSTALLATIONS

The Contractor shall execute the Works in such a manner as to avoid interruption and interference with the operation of the existing water and sewerage conveyance system,

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pumping stations and distribution systems, roads, highways existing quarters and mosque. located adjacent to the Site.

Access to the existing facilities, private or public properties and businesses shall be maintained, to the satisfaction of the Engineer concern.

The Contractor shall ensure that no earth, debris or rock is deposited on existing conduits, structures, public or private roads or rights of way as a result of the Works and all vehicles leaving the Site shall be cleaned accordingly.

The Contractor shall be responsible for the safety and security of existing services encountered during the course of execution of works and any damage to existing installation and services due to Contractor's operations shall be made good at his risk and cost. The Contractor shall gather the information of all services which require protection and relocations, falls within the area of works, from SSGC, KESC, PTCL, KW&SC, Local, Provincial and National Authorities responsible for the roads and highways along or across the site and any other agencies. The contractor shall strictly comply with the safety and precautions requirements as deemed necessary by the owner of the services.

13. UNITS OF MEASUREMENT

All designs, drainage, specifications and manuals shall use FPS (lbs, ft,s) units and all measurements, dimensions and performance data shall be quoted in those units.

14. LANGUAGES

All drawings, instructions, signs, notices, name-plates etc. for use in the operation and maintenance of the completed works shall be in English.

Warning signs shall be in Urdu and English.

15. SITE INVESTIGATION RECORDS

The site investigation if deemed necessary by the Engineer, during the execution of the work shall be carried out by the Contractor, as provided for in the Contract.

16. SAFETY AND ENVIRONMENTAL REGULATIONS ON SITE.

The Contractor shall comply with all statutory and other regulations concerning the safety of his site staff, operatives, staff of the Employer and members of the public and protection of Environment, as a result of his operations.

17. TRAFFIC REQUIREMENTS

There shall be full compliance with the code of practice 'Safety at Street Works and Road Works. Additionally, there shall be full compliance with the relevant provisions of the Traffic Safety Measures for Road Works, as continued in the Traffic Signs Manual.

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All construction concerning works in, or access to, the main road / Shahrah shall be carried out in co-operation with the roads and police authorities. The Engineer shall be informed of any requirements of, or arrangements made with, the roads and police authorities.

Where the diversion or closure of any existing carriageway, foot way or public rights of way is temporarily necessitated by the Works, then an alternative shall be provided and maintained which shall be operational before any interference with the existing way takes place.

Emergency vehicle access to all properties shall be maintained at all times.

18. COSTS

The costs for complying with this section of specification and for all other works and services specified in the Specifications or shown on Drawings and for which there is no separate item in the Bill of Quantities, no separate payment shall be made directly and the cost thereof shall be deemed to be included in the unit rates and prices of other items in the Bill of Quantities.

CHAPTER 2- THE SITE

1. SITE

The extent of the Site is defined in specifications and the drawings. The Contractor shall not use the Site for any purpose not required by the Contract.

2. CLEARANCE AND REINSTATEMENT OF SITE.

The Contractor shall clear the Site of all vegetation, trees, hutments, obstructions, temporary structures, any organic / inorganic waste, heaps, dumps etc. to the extent required by the Engineer Concern for checking the setting-out) The Contractor shall also ensure that the parts of the Site to be occupied by the Works are clear and maintain the remainder of the Site as may be required for access and Works areas.

Work along roads shall not obstruct the traffic or block access to properties Where required temporary diversion with safety signs and warning lights shall be provided in consultation with the concerned roads department/agency.)

The Contractor shall remove the material arising from site clearance and dispose off it in a manner and at a location, away from the site and inhabitant areas, no obstruction shall be caused to the existing traffic and adjacent properties and no excavated material shall be dumped or stock pile at site but removed directly to disposal areas identified by the Contractor, to the approval of the Engineer.

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...e of stationery shall be allowed to come neare...
than 1.5 m of the existing water, gas and sewage conveyance Pipeline/ structures. For this purpose such structures and pipelines shall be protected by erecting warning fence or barricades.

The Contractor shall fill and make good with appropriate materials those cavities and losses of soil which result from clearing the parts of the Site not subsequently to be occupied by the Works.

3. CONDITION OF SITE

The Contractor shall maintain the Site in a neat, tidy and healthy condition for the whole of such time as he is responsible for the care of the Works

4. PERMITS

The Contractor shall be fully responsible for obtaining necessary permits and permissions, except those normally obtained by the Employer or Engineer, prior to commencement of the Works.

5. COSTS

The costs for complying with this section of specification shall not be paid separately and shall be included in the Contractor's rates and prices of the Bill of Quantities unless other wise specified or provided for in the Bill of Quantities.

CHAPTER 3 - EARTHWORKS

1. EXCAVATION IN ROADS

Excavation in or across roads and streets shall be carried out with the permission of and in accordance with the operating procedure of the concerned road or Highway Agency/ Department.

2. SUPPORTING EXCAVATIONS

The sides of excavations shall be adequately supported at all times and, except where described in or permitted under the Contract, shall not be battered.

3. SAFETY OF EXCAVATION AND ADJACENT STRUCTURES.

The proposed Trunk Sewers of different sections are to be laid in the vicinity the existing services / structures. The Contractor shall provide support necessary to ensure the stability of the excavation and the existing services and other structures.

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4. SLIPS, FALLS AND EXCESS EXCAVATION.

The Contractor shall prevent slips and falls of material from the sides of the excavation.

The Contractor should make sure the availability of adequate resources at site to deal with any slips or falls situation. In the event of slips or falls occurring in the excavations, and where excavations are made in excess of the dimensions of the works, the voids so formed shall be filled by the Contractor. When such voids, in the opinion of the Engineer Incharge, may affect the stability of the ground for the support of the works, or of the adjacent structures and services, the Contractor shall fill the void solid with lean concrete. In other cases the Contractor shall fill the voids with selected excavated material placed and compacted to the approval of the Engineer Incharge. No additional cost shall be made for material fill to protect trench.

There shall be no additional payments for preventing slips, falls and excess excavation, beyond the excavation pay-line shown on drawings, and it deemed to be covered in relevant BOQ pay item for excavation.)

5. DEWATERING.

The Contractor shall keep all concrete works and pipeline excavation clear of water during construction. Water shall not be allowed to pond anywhere within excavations, Any drainage sumps required shall, where practicable, be sited outside the area excavated for the Works and shall be refilled with appropriate material to the level of the adjacent permanent works. The method of keeping excavations clear of water, dewatering, and disposal of water, shall be followed as directed by the Engineer concern.

The Contractor shall ensure that sufficient standby pumps are on Site at all times to avoid any interruption in continuity of the dewatering.

6. BACKFILL AND FILL

Unless otherwise specified or approved the material used for backfill and fill shall be material selected from the excavated material of particle size not exceeding 100 mm.

Backfilling shall not commence until the Works to be covered and after approval has been given by the Engineer for filling or backfilling to commence, the operation shall start immediately and shall continue until the work is completed in the part of the Works for which the approval is given.

7. COMPACTION OF FILL AND BACKFILL.

The Contractor shall deposit fill or backfill in layers of uniform depth not exceeding 200 mm thick and shall compact it by methods and with the use of such Constructional Plant as are necessary to achieve the degree of compaction specified.

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its moisture content lies within a range of values suitable for the fill material.

8. DISPOSAL OF SURPLUS MATERIAL

Surplus material shall be disposed of away from site. No surplus material shall be left at site / work place or dumped in the beds of river, drains and channels.

9. SURPLUS MATERIAL DUMPS

Surplus materials may be dumped at sites designated by Local Authorities/ City Govt for the purpose and according to their instruction.

10 CONSTRUCTION METHODS

Laying of pipes shall be carried out using only suitable excavation equipment / machinery of such types and in such numbers as is appropriate to a contract of the scale and complexity of this Contract. Use of vibratory or pneumatic equipment for excavation is not permitted unless specifically permitted by the Engineer Incharge. The heavy earthmoving equipment shall not be brought within a distance of 1.2 meter from the face of the existing / sewer conduit/ service and no equipment shall be allowed over these. Full details of the Contractor's proposed method of working and earth moving plant shall be provided in case of deployment of heavy machineries.

11 ROCK

During laying of pipes where rock is required to be excavated, before commencement of excavation in rock the Contractor shall demonstrate to the satisfaction of the Engineer his inability to excavate without resort to heavy percussion tools complete with rock bits, or hydraulic wedges. Where reasonable progress can be made with the aid of ripping tools the material will not be considered to be rock.

Use of jack hammers, and vibratory tools in proximity of existing services/structures shall only be allowed by the Engineer after determining the contractor inability to excavate such portion with the aid of ripping tools, all at the risk of contractor.

CHAPTER-4

1. CONCRETE AND REINFORCEMENT.

(a) CEMENT

Unless otherwise specified the cement used in the works shall be ordinary Portland cement (OPC). Complying with BS EN 197-1:2000, for the site shall be deemed to be at a tropical climate. The contractor shall obtained approval from engineer's concern for the use of cement at site.

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(b) AGGREGATES

Find aggregates shall consist of natural sand, while course aggregates for single sized aggregates to the nominal maximum size for the class of concrete shall be made up of 40mm, 20mm & 10mm single sized. (Where 40 mm nominal maximum size coarse aggregate is specified it shall consist of a mix of 40 mm single sized aggregate, 20 mm single sized aggregate and 10 mm single sized aggregate).

(c) REINFORCEMENT

All reinforcement shall be mild steel deformed bars confirming to ASTM. The reinforcement at the time of incorporation in the works shall be clean and free from damages, oil or grease, loose rust or mill scale.

The contractor shall place and fixed steel reinforcement accurately in the position show on drawing and shall ensure that it remains rigidly in that position during the placing of concrete.

(d) LEAN CONCRETE.

Lean concrete shall consist of ordinary portland cement and combined course and find aggregate mixed in the proportion by dry weight of one part of cement to twelve parts of aggregate. The amount of free water in the mix shall be about 06% of the total dry weight of material.

CHAPTER NO.5

1. MEETINGS AND REPORTS

Approved representative of the contractor shall attend meetings at the office of the Engineer's Concern, when called upon, for the purposes of contract administration. Such meeting, unless otherwise agreed, shall not be less frequent than once a month.

2. I.T. FACILITATION

Contractor shall provide IT resource person with Instrument / devices. The resource shall remain available with XEN (concerned) on full time basis. The contractor shall supply digital soft copies and color positive prints of photographs, not less than 200 mm by 225 mm size of such portion of the work in progress and completed. The soft copies of each photograph shall be delivered to the Engineer concern with the prints. No prints from these soft copies shall be supplied to anyone without the written permission of the engineer concern.

Video recording shall be taken for uploading on Social Media Sites through the Engineer concern. Uploading cost shall be borne by the contractor accordingly.

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The contractor shall make available one digital camera with built in GPS, 20 X optical Zoom with 32 GB memory card for the sole use at site for the purpose of the project video recording + photographs all at his cost.

3. SURVEYING INSTRUMENTS AND SURVEYORS

The contractor shall provide and maintain the following minimum survey equipment on site for the sole use at site till the duration of the contract.

- Automatic Level.
- Level Staff.
- Ranging Rods.
- Tripod stand.
- Measuring steel Tape 100 ft.

The Contractor shall provide a competent and experienced surveyor with two assistants and necessary labor for the survey work.

The Contractor shall not be entitled to separate payment for the provision of the above equipment services, survey staff and their transport.

4. TRANSPORT.

The contractor shall provide vehicle (Crane Mounted Loading vehicle), round the clock at the disposal of engineer's concerned.

Necessary skilled and un-skilled labor & supervisor available on vehicle. The provision of I.T equipments for video recording / photography of the work or part of the Work, shall also available with vehicle.

Insurance for vehicle amount be comprehensive and includes, periodical maintenance / part replacement, if required and fuel, with wages of Driver & cleaner.

5. COST.

The cost for complying with engineer concern's Requirement is having no separate item in the bill of Quantities. No separate payment shall be made directly and the cost thereof shall be deemed to be included in the unit rates and prices of other items in the bill of quantities.

EE (Dadhee) Division

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Work No. 12

STANDARD BIDDING DOCUMENT

-: Name of Work :-

"EMERGENT RAISING OF BOUNDARY WALL K-III SIDE TO BACK SIDE OF K-II STORE, 3RD PHASE, 2ND PHASE & 1ST PHASE AT PUMPING COMPLEX DHABEJI"

-: Name of Office :-

Civil (E&M)-W Division , KW&SC

(Dhabeji Pumping Station, Tehsil Mirpur Sakro, Dhabeji Town, Distt: Thatta)

BIDDING DATA

(a)	**Name of Procuring Agency:-**	Karachi Water & Sewerage Corporation
(b)	**Brief Description of Works:-**	EMERGENT RAISING OF BOUNDARY WALL K-III SIDE TO BACK SIDE OF K-II STORE, 3RD PHASE, 2ND PHASE & 1ST PHASE AT PUMPING COMPLEX DHABEJI
(c)	**Procuring Agency's address:-**	Executive Engineer, Civil (E&M)-W Division, KW&SC, Karachi.
(d)	**Estimated Cost:-**	Rs. 14,970,522/-
(e)	**Amount of Bid Security: -**	Rs. 3,00,000/- of Estimated Cost
(f)	**Period of Bid Validity (days):-**	90 Days
(g)	**Security Deposit:-** (including bid Security):-	5%
(h)	**Performance Security:-**	5%
(i)	**Percentage, if any, to be deducted from bills:-**	
(j)	**Deadline for Submission of Bids on "EPADS" portal along with time:-**	29-12-2025 at 02:00 PM
(k)	**Venue, Time, and Date of Bid Opening:-**	Office of the Accounts Officer (Sewerage) / Secretary Maintenance Works KW&SC, Room No.12-A First Floor Block- "C" 9th Mile Karsaz Shahrah-e-Faisal Karachi, in the presence of Tenderer or their authorized representative on the dated & time. (29-12-2025 at 02:30 PM).
(l)	**Time for Completion from written order of commence:-**	(60 Days).
(m)	**Liquidity damages: -**	0.5%

Executive Engineer
Civil (E&M-W
K.W.&.S.C

MUHAMMAD NADEEM
Executive Engineer (C) (E&M)-W
KW&SC

OFFICE OF THE EXECUTIVE ENGINEER
(E&M)-W CIVIL DIVISION, KW&SC
Dhabeji Pumping Station, Tehsil Mirpur Sakro, Dhabeji Town, Distt: Thatta

BILL OF QUANTITIES

(A) Description and rate of Items based on Composite Schedule of Rates (CSR)

Name of Work :- EMERGENT RAISING OF BOUNDARY WALL K-III SIDE TO BACK SIDE OF K-II STORE, 3RD PHASE, 2ND PHASE & 1ST PHASE AT PUMPING COMPLEX DHABEJI

Item No	Qty		Description of Work	Rate		Unit	Amount in Rupees
				Amount (In Figure)	Amount (In Words)		
1	1415.25	Cft	Dismantling cement block masonry.	50.70	Rupees Fifty Paise Seventy Only	P/Cft	71,753.18
2	1149.75	Cft	Dismantling cement concrete reinforced separating reinforced cement from concrete cleaning and straightening the same.	229.72	Rupees Two Hundred TwentyNine Paise SeventyTwo Only	P/cft	264,120.57
3	478.12	Cft	(a) Dismantling cement concrete plain 1: 4: 8.	18.10	Rupees Eighteen Paise Ten Only	P/Cft	8,653.97
4	478.12	Cft	Cement concrete plain including placing compacting, finishing and curing, complete (including screening and washing at stone aggregate without shuttering(i)Ratio.1:4 :8	348.83	Rupees Three Hundred FourtyEight Paise EightyThree Only	P/cft	166,782.60
5	3234	Cft	Reinforced cement concrete work including all labour and material except the cost of steel reinforcement and its labor for bending and binding which will be paid separately. This rate also includes all kinds of forms moulds, lifting, centering, shuttering and curing. (including screening and washing of shingle.) a) R.C.C work in roof slab, beams, column, rafts, lintels and other structural members laid in situ or precast laid in position complete in all respects. (i) Ratio 1 : 2: 4 90 Lbs of cement, 2 Cft sand and 4 Cft shingle 1/8" to 3/4" gauge.	717.59	Rupees Seven Hundred Seventeen Paise FiftyNine Only	P/cft	2,320,686.06
6	144.37	Cwt	Fabrication of deformed steel reinforcement for cement concrete including cutting ,bending, laying in position, making joints and fastenings including cost of binding wire (also includes removal of rust from bars.) (c)Tor Steel	18,271.01	Rupees Eighteen Thousand Two Hundred SeventyOne Paise One Only	P/cwt	2,637,785.71
7	4146	Cft	Providing and laying 1 : 3 : 6 cement concrete solid block masonry wall 6" and below in thickness set in 1: 6 cement mortar in ground floor Super Structure including raking out joints & curing etc, complete.	514.82	Rupees Five Hundred Fourteen Paise EightyTwo Only	P/cft	2,134,443.72
8	50137.50	Cft	Cement plaster 1:6 upto 12' upto 20 ft height.(b) 1/2" thick.	37.01	Rupees ThirtySeven Paise One Only	P/cft	1,855,588.88
9	50137.50	Sft	A) Preparing the surface and painting with weather coat l/c rubbing the surface with rubbing brick / sand Paper, filling the voids with chalk/ plaster of Paris and then painting with weather coat of approved make.B) 2nd & subsequent coat.	62.98	Rupees SixtyTwo Paise NinetyEight Only	P/Sft	3,157,659.75

Item No	Qty		Description of Work	Rate		Unit	Amount in Rupees
				Amount (In Figure)	Amount (In Words)		
10	3832.50	Cft	Cement concrete plain including placing compacting, finishing and curing, complete (including screening and washing at stone aggregate without shuttering.(f)Ratio1:2 :4	443.54	Rupees Four Hundred FourtyThree Paise FiftyFour Only	P/cft	1,699,867.05
11	6132	Sft	Erection and removal of centering for R.C.C or plain cement concrete works of Deodar wood (2nd Class) Partal Wood (a) Horizontal floor.	106.52	Rupees One Hundred Six Paise FiftyTwo Only	P/sft	653,180.64
						Total Rs.	14,970,522

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I hereby Quote _____At-Par / Above / Below the Component Schedule Rates (CSR)

Rs._____. Total After Above / Below (Rs._____

(Rupees _____only)

Signature of Contractor
with name of Firm

INVITATION FOR BIDS

Date:-_____

Bid Reference No:-_____

1- The procuring Agency, Karachi Water & Sewerage Corporation, invites e-bids from interested firms or bidder and should have valid registration with Sindh Revenue Board (SRB), Federal Board of Revenue (FBR) on active Taxpayer List (TPL) as well as (PEC) Registration certificate along-with speciation in relevant filed, GST Registration Certificate (where applicable) in the appropriate specific work with the Procurement Agency for the work of **EMERGENT RAISING OF BOUNDARY WALL K-III SIDE TO BACK SIDE OF K-II STORE, 3RD PHASE, 2ND PHASE & 1ST PHASE AT PUMPING COMPLEX DHABEJI.**

2- (enter the title, type, and financial volume of work), which be completed in **60 day's** time of completion (entire appropriate time period).

3- Biding documents shall be download from the website of "**EPADS**" (http://portalsindh.eprocurement.gov.pk) of SPPRA Sindh and its Tender(s) cost as mentioned in the "NIT" in the shape of Pay-order / Demand (non-refundable), shall be submit before the time of announcement of e-bid.

4- All bids must be accompanied by a Bid Security in the amount of Rs. 3,00,000/- of estimated cost in the shape of (pay order / Demand Draft / Bank Guarantee) and same must be submitted Physically in the office of the **Accounts Officer** (Sewerage) / Secretary Maintenance Works KW&SC, Room No.12-A first floor Block "C" 9th Mile Karsaz Shahrah-e-Faisal Karachi (indicate the address if it differs).

Note:- 1- Procuring Agency to enter the requisite information in blank spaces,
2- The Bid shell be opened within one / hour after the deadline submission of bids.

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INSTRUCTION FOR PREPARING BIDS

In terms of Rule-21(c) of SPP Rules-2010 & amended upto date

1. The Participants must quote the rates both in words and figures.
2. Bid Security / Earnest Money should be made from the A/c. of the Company / Firm of the participant.
3. integrity pact on the stamp paper wroth Rs. 100/= should be uploaded with the Tender / Bid
4. Bid would not be conditional
5. Bids should be accompanied by bid Security of Required (%) / Amount
6. Bid uploaded on specified date and time
7. The firm will not be Blacklisted Firms
8. Uploaded documents should not be found forged at any stage
9. Pay-order of the Bid security should be submitted Physically in the Office of Accounts Officer (Sewerage) / Secretary Maintenance Works KW&SC, Room No.12-A first floor Block "C" 9th Mile Karsaz Shahrah-e-Faisal Karachi before opening of the Bid.
10. Mandatory requirement of valid PEC Registration, FBR (Active Taxpayer List) and SRB (Sindh Revenue Board) in case of Supply items GST Registration.
11. Experience and Financial certificate as per "NIT"
12. Bid must be signed with stamp, address and contact number
13. All applicable taxes including SST/SRB will be deducted from Gross amount of bill.
14. All bills shall be routed through Consultant.

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EVALUATION CRITERIA

In terms of Rule-21 (1) (h) Rule-21 (A) of SPP Rules-2010 & (Amended-2023)

1. The Bidder should have valid registration with Sindh Revenue Board (SRB), Federal Board of Revenue (FBR) on active Taxpayer List (TPL) as well as PEC Registration certificate along-with speciation in relevant filed, GST Registration Certificate (where applicable) and copy must be available with Tender.

2. Affidavit that, has never been black listed and copy of the same must be uploaded with tender.

3. The Pay-order of required Bid Security / Earnest Money should be made from the A/c of the Company / Firm of the participant as mentioned in "NIT" and must be available with the tender.

4. At least one similar nature of work having minimum cost 80% of the estimated cost of the work or at least two similar nature works each having minimum 50% of the estimated cost.

5. Average Annual Financial Turn-over not less than equivalent cost of the estimate during last Five (5) years.

6. Provide details of required machineries specify its ownership or on rental arrangement. At least one registered as Engineer (P.E from PEC) having valid PEC registration / technical staff with firm, as specify in chapter No.05 of specification which is mandatory to comply.

7. All required information shall be uploaded with the tender document on the website (http://portalsindh.eprocurement.gov.pk)of "**EPADS**"SPPRA Sindh along-with company profile with Bidding documents, to assess the eligibility of a contractor firm. If a firm fails to comply with any of the criteria above, shall be considered "**FAILED**" and eliminated from detail evaluation process.

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KW&SC

INSTRUCTIONS TO PROCURING AGENCIES

INSTRUCTIONS TO PROCURING AGENCIES

(Not to be included in Bidding Documents)

A. Basis of Documents

These Documents have been prepared as a global document intended to be used by different agencies/users according to their requirements. This document is envisaged for National Competitive Bidding (NCB), meant for use for Works costing not more than Rs. 25 Million. These documents may be tailored according to the scope of works as well as in case of contracts on International Competitive Bidding (ICB) basis, funded by international financial institutions/donors, with payments in foreign currencies. Procuring agencies are then to tailor the relevant clauses to suit their requirements including appropriate modifications in the relevant sections of the documents in the light of SPPRA Bidding Documents for Large Works.

The Procuring Agency is expected to manage the Contract itself. The role of Engineer may be added by the Procuring Agency, if the Procuring Agency wishes to engage a consultant. The role of the Engineer with specific delegated powers under various clauses of Instructions to Bidders such as clarifications of Bid Documents, Amendment of Bid Documents, evaluation of Bids etc. and to administer the Contract under various clauses of Conditions of Contract should have been specified. The Procuring Agency will be required to set out in the specifications and drawings the full scope of work including the extent of design to be done by the Contractor, if any.

B. Contents ofDocuments

As stated in Clause IB.4 of Instructions to Bidders, the complete Bidding Documents in addition to Invitation for Bids shall comprise items listed therein including any addendum to Bidding Documents issued in accordance with IB.6. The Standard Form of Bidding Documents (for Small Contracts) includes the following:

1. Instructions to Bidders & BiddingData
2. Form of Bid & Schedules toBid
3. Conditions of Contract & ContractData
4. StandardForms
5. Specifications
6. Drawings, ifany

In addition, Instructions to procuring agencies are also provided at various locations of this document within parenthesis or as a Note(s). Procuring agencies are expected to edit or finalise this document accordingly, by filling in all the relevant blank spaces and forms as per the scope of the work, deleting all notes and instructions intended to help the bidders.

The procuring agency is required to prepare the following for completion of the Bidding Documents:

(i) Invitation forBids

(ii) BiddingData
(iii) Schedules to Bid(Samples)
(iv) Schedule of Prices(Format)
(v) ContractData
(vi) Specifications
(vii) Drawings, ifany

The Procuring agency's attention is drawn to the following while finalizing the Bidding Documents.

C. Notice Inviting Tender/ Invitation for Bids/ Request for Expression ofInterest

The -Notice Inviting Tenderis meant for publication of tendersfor calling bids in the newspapers and SPPRAWebsite.

The blank spaces wherever shown are required to be filled by the Procuring Agency before issuance of Bidding Documents.

The Procuring Agency may modify para 1 of Notice Inviting Tender as per its requirements. The notice should be published so as to give the interested bidders sufficient working period for preparation and submission of bids – not less than 15 days for National Competitive Bidding and 45 days for International Competitive Bidding (SPP Rule 18).

1. The eligible bidders are defined in IB.2; the text can be amended by the Procuring Agency as deemedappropriate.

2. The non-refundable fee for the sale of Bidding Documents should be nominal so as to cover printing/reproduction and mailing costs and to ensure that only bona-fide bidders shall apply (SPP Rule20).

3. The amount of Bid Security should be a lump sum figure or a percentage, but not less than 1% and more than 5% of bid price and should be in accordance with IB.13.1 (SPP Rule 37).

4. If the venue of receipt of bids and the opening of bids is the same, the times forreceipt and opening of bids are to be entered in last Para of the Notice Inviting Tender, otherwise indicate the name, address and exact location for the opening of bids. However the date for the receipt and the opening of bids shall be same (SPP Rule41).

D. Instructions toBidders

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

The Instructions to Bidders can be used as given. Procuring agency may have to make changes under Bidding Data.

The Procuring Agency's or Engineer's Representative, if any, shall exercise powers of the Engineer/Procuring Agency under and in connection with Clauses IB.5, IB.6, IB.16, etc. In

case an Engineer has been appointed by the Procuring Agency, the aforesaid clauses may be modified accordingly to specify the role of the Engineer by the Procuring Agency, otherwise the Engineer's reference wherever exist, except Sub-Clause 1.1.20 & Clause 15 of Conditions of Contract and Item 1.1.20 of Contract Data, shall be deleted.

E. Bidding Data

The blank spaces wherever shown in Bidding Data are required to be filled by the Engineer/Procuring Agency before issuance of Bidding Documents.

1. Contents of IB.10.3 may be retained or modified by the ProcuringAgency.
2. Procuring Agency should insert required experience inIB.11.2.
3. Referring to IB.14.1, the period of bid validity may range from 30 to 90 days depending upon the size and nature of the works. Number of days shall be filled in as per Procuring Agency'srequirements.
4. Contents of IB.16.3 to IB.16.8 may be retained or modified by the Procuring Agency in accordance with itsrequirements.

F. Schedules toBid

Specimen of Schedules to Bid including format of Schedule of Prices are provided in this document. The Procuring Agency may add/delete/modify as per its requirement.

The blank spaces wherever shown are required to be filled by the Engineer/Procuring Agency before issuance of Bidding Documents except those required to be provided by the Contractor.

G. Conditions of Contract

The procuring agency while preparing Contract Data, shall ensure that no Clause of Conditions of Contract is deleted and that the changes included in Contract Data shall be such as not to change the spirit of the document. Any adjustment or change in clauses of Conditions of Contract to meet specific project features shall be made with care and incorporated in Contract Data.

H. ContractData

The blank spaces wherever shown are required to be filled by the Engineer/Procuring Agency before issuance of Bidding Documents.

1. Referring to Sub-Clause 1.1.1 of Conditions of Contract, the Engineer/Procuring Agency may add, in order of priority, such other documents as to form part of the Contract, in Sub-Clause 1.3 of the ContractData.

2. The Procuring Agency's Representative, if any, shall exercise powers of the Procuring Agency under and in connection with Sub-Clauses 1.3, 2.3, 4.2, 4.3, 5.1, 7.3, 8.2, 9.1, 9.2, 10.1, 10.2, 10.5, 11.1, 11.5, 12.1, 13.2 and 14.1 of the Conditions of Contract. In case an Engineer has been appointed by the Procuring Agency, the aforesaid clauses may be modified accordingly by the ProcuringAgency.

3. The sum insured for different insurances including minimum amount of third party insurance should be assessed by the Engineer/Procuring Agency and entered in Contract Data. Such insurance cover shall be carried out with Insurance Company having at least AA rating from PACRA / JCR in the favour of the procuringagency.

4. The time for completion of the whole of the works should be assessed by the Engineer/Procuring Agency and entered in the ContractData.

5. The Conditions of Contract contain no overall limit on the Contractor's liability. The amount of **liquidated damages** per day of delay shall be entered by the Engineer/Procuring Agency in Contract Data. Usually the liquidated damages are set between **0.05 percent and 0.10 percent per day and the maximum limit as 10 percent of contract price stated in the Letter ofAcceptance.**

6. Any amendment and/or additions to the Conditions of the Contract that are specific to a given Bid/Contract should be included by the Procuring agency. This may include but not be limited to the provisions regarding thefollowing:

   a) Terms of Payment should be prepared and incorporated in Contract Data by the Engineer/ProcuringAgency.

   b) The Engineer/Procuring Agency to make sure that all taxes and duties are included by the Bidders/Contractors in theirprices.

I. Specifications

To be prepared and incorporated by the Engineer/Procuring Agency

J. Drawings

To be prepared and incorporated by the Engineer/Procuring Agency, if required.

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INVITATION FOR BIDS

INSTRUCTIONS
TO BIDDERS
&
BIDDING DATA

Notes on the Instructions to Bidders

This section of the bidding documents should provide the information necessary for bidders to prepare responsive bids, in accordance with the requirements of the Procuring Agency. It should also give information on bid submission, opening and evaluation, and on the award of contract.

Matters governing the performance of the Contract or payments under the Contract, or matters affecting the risks, rights, and obligations of the parties under the Contract are not normally included in this Section, but rather in the appropriate sections of the *Conditions of Contract* and/or *ContractData*.

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INSTRUCTIONS TO BIDDERS

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

A. GENERAL

IB.1 Scope of Bid & Source ofFunds

1.1 Scope of Bid

ThcProcuringAgencyasdefinedintheBiddingData(hereinaftercalled-theProcuring Agencyl) wishes to receive Bids for the Works summarized in the Bidding Data (hereinafterreferred to as -the Worksl).

Bidders must quote for the complete scope of work. Any Bid covering partial scope of work will be rejected asnon-responsive.

1.2 Source ofFunds

The Procuring Agency has arranged funds from its own sources or *Federal/ Provincial /Donor agency or any other source,* which may be indicated accordingly in bidding data towards the cost of the project/scheme.

IB.2 Eligible Bidders

2.1 Bidding is open to all firms and persons meeting the followingrequirements:

a) duly licensed by the Pakistan Engineering Council (PEC) in the appropriate category for value ofworks.

Provided that the works costing Rs. 2.5 million or less shall not require any registration with PEC .

b) duly pre-qualified with the Procuring Agency. (*Whererequired*).

In the event that prequalification of potential bidders has been undertaken, only bids from prequalified bidders will be considered for award of Contract.

c) if prequalification has not undertaken , the procuring agency may askinformation and documents not limited tofollowing:-
   (i) companyprofile;
   (ii) works of similar nature and size for each performed in last *3/5*years;
   (iii) constructionequipments;
   (iv) qualification and experience of technical personnel and keysite management;

(v) financial statement of last 3years;
(vi) information regarding litigations and abandoned works ifany.

IB.3 Cost of Bidding

3.1 The bidder shall bear all costs associated with the preparation and submission of its bid 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 (SPP Rules 24 &25).

B. BIDDING DOCUMENTS

IB.4 Contents of BiddingDocuments

4.1 In addition to Invitation for Bids, the Bidding Documents are those stated below, and should be read in conjunction with any Addendum issued in accordance with Sub-Clause IB.6.1.

1. Instructions to Bidders & BiddingData
2. Form of Bid, Qualification Information & Schedules toBid
   Schedules to Bid comprise thefollowing:
   (i) Schedule A: Schedule of Prices/ Bill of Quantities(BoQ).
   (ii) Schedule B: Specific WorksData
   (iii) Schedule C: Works to be Performed bySubcontractors
   (iv) Schedule D: Proposed Programme ofWorks
   (v) Schedule E: Method of PerformingWorks
   (vi) Schedule F: Integrity Pact (works costing Rs 10 million andabove)
3. Conditions of Contract & ContractData
4. StandardForms:
   (i) Form of BidSecurity.
   (ii) Form of Performance Security;
   (iii)Form of ContractAgreement;
   (iv) Form of Bank Guarantee for Advance Payment.
5. Specifications
6. Drawings, ifany

IB.5 Clarification of BiddingDocuments

5.1 A prospective bidder requiring any clarification(s) in respect of the Bidding Documentsmay notify the Engineer/Procuring Agency at the Engineer's/ Procuring Agency's address indicated in the BiddingData.

5.2 Aninterestedbidder,whohasobtainedbiddingdocuments,mayrequestforclarification

of contents of bidding documents in writing and procuring agency shall respond to such quarries in writing within three calendar days, provided they are received at least five calendar days prior to the date of opening of bid (SPP Rule 23-1).

;

IB.6 Amendment of Bidding Documents (SPP Rules 22(2) &22).

6.1 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 issuingaddendum.

6.2 Any addendum thus issued shall be part of the Bidding Documents pursuant to Sub-Clause 6.1 hereof, and shall be communicated in writing to all purchasers of the Bidding Documents. Prospective bidders shall acknowledge receipt of each addendum in writing to the ProcuringAgency.

6.3 To afford interested bidders reasonable time in which to take an addendum into account in preparing their Bids, the Procuring Agency may at its discretion extend the deadlinefor submission ofBids.

C. PREPARATION OFBIDS

IB.7 Language ofBid

7.1 All documents relating to the Bid shall be in the language specified in the ContractData.

IB.8 Documents Comprising the Bid

8.1 The Bid submitted by the bidder shall comprise thefollowing:

(a) Offer /CoveringLetter
(b) Form of Bid duly filled, signed and sealed, in accordance withIB.14.3.
(c) Schedules (A to F) to Bid duly filled and initialed, in accordance with the instructions contained therein & in accordance withIB.14.3.
(d) Bid Security furnished in accordance withIB.13.
(e) Power of Attorney in accordance with IB14.5.
(f) Documentary evidence in accordance with IB.2(c) &IB.11
(g) Documentary evidence in accordance withIB.12.

IB.9 Sufficiency ofBid

9.1 Each bidder shall satisfy himself before Bidding as to the correctness and sufficiency of his Bid and of the premium on the rates of CSR / rates and prices quoted/entered in the Schedule of Prices, 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 theworks.

9.2 The bidder is advised to obtain for himself at his own cost and responsibility all information that may be necessary for preparing the bid and entering into a Contract for execution of theWorks.

IB.10 Bid Prices, Currency of Bid and Payment

10.1 The bidder shall fill up the Schedule of Prices (Schedule A to Bid) indicating the percentage above or below the Composite Schedule of Rates/unit rates and prices of the Works to be performed under the Contract. Prices in the Schedule of Prices/Bill of Quantities shall be quoted entirely in Pak Rupees keeping in view the instructions contained in the Preamble to Schedule ofPrices.

10.2 Unless otherwise stipulated in the Conditions of Contract, prices quoted by the bidder shall remain fixed during the bidder's performance of the Contract and not subject to variation on anyaccount.

10.3 The unit rates and prices in the Schedule of Prices or percentage above or below on the composite schedule of rates shall be quoted by the bidder in the currency as stipulatedin BiddingData.

10.4 Items for which no rate or price is entered by the Bidder will not be paid for by the Procuring Agency when executed and shall be deemed covered by the other rates and prices in the Bill ofQuantities.

IB.11 Documents Establishing Bidder's Eligibility and Qualifications

11.1 Pursuant to Clause IB.8, the bidder shall furnish, as part of its bid, documentsestablishing the bidder's eligibility to bid and its qualifications to perform the Contract if its bid is accepted.

11.2 Bidder must possess and provide evidence of its capability and the experience as stipulated in Bidding Data and the Qualification Criteria mentioned in the Bidding Documents.

IB.12 Documents Establishing Works' Conformity to Bidding Documents

12.1 The documentary evidence of the Works' conformity to the Bidding Documents may be in the form of literature, drawings and data and the bidder shall furnish documentation as set out in BiddingData.

12.2 The bidder shall note that standards for workmanship, material and equipment, and references to brand names or catalogue numbers, if any, designated by the Procuring Agency in the Technical Provisions are intended to be descriptive only and notrestrictive.

IB.13 Bid Security

13.1 Each bidder shall furnish, as part of his bid, at the option of the bidder, a Bid Security as percentage of bid price/estimated cost or in the amount stipulated in Bidding Data in Pak. Rupees in the form of *Deposit at Call/ Payee's Order or a Bank Guarantee* issued by a Scheduled Bank in Pakistan in favour of the Procuring Agency valid for a period up to twenty eight (28) days beyond the bid validity date (*Bid security should not be below 1% and not exceeding 5% of bid price/estimated cost SPP Rule37*).

13.2 Any bid not accompanied by an acceptable Bid Security shall be rejected bythe Procuring Agency asnon-responsive.

13.3 The bid securities of unsuccessful bidders will be returned upon award of contract to the successful bidder or on the expiry of validity of Bid Security whichever isearlier.

13.4 The Bid Security of the successful bidder will be returned when the bidder has furnished the required Performance Security, and signed the Contract Agreement (SPP Rule37).

13.5 The Bid Security may beforfeited:

(a) if a bidder withdraws his bid during the period of bid validity;or
(b) ifabidderdoesnotacceptthecorrectionofhisBidPrice,pursuanttoSub-Clause 16.4 (b) hereof; or
(c) in the case of a successful bidder, if he fails within the specified time limitto:

(i) furnish the required Performance Securityor
(ii) sign the ContractAgreement.

IB.14 Validity of Bids, Format, Signing and Submission of Bid

14.1 Bids shall remain valid for the period stipulated in the Bidding Data after the date of bid opening.

14.2 In exceptional circumstances, Procuring Agency may request the bidders to extend the period of validity for a additional period but not exceeding 1/3 of the original period. The request and the bidders' responses shall be made in writing or by cable. A Bidder may refuse the request without forfeiting the Bid Security. A Bidder agreeing to the request will not be required or permitted to otherwise modify the Bid, but will be required to extend the validity of Bid Security for the period of the extension, and in compliance with IB.13 in all respects (SPP Rule38).

14.3 All Schedules to Bid are to be properly completed andsigned.

14.4 No alteration is to be made in the Form of Bid except in filling up the blanks as directed. If any alteration be made or if these instructions be not fully complied with, the bid may berejected.

14.5 Each bidder shall prepare Original and number of copies specified in the Bidding Data of thedocumentscomprisingthebidasdescribedinIB.8andclearlymarkthem –ORIGINAL| and –COPY| as appropriate. In the event of discrepancy between them, the original shall prevail.

14.6 The original and all copies of the bid shall be typed or written in indelible ink and shallbe signed by a person or persons duly authorized to sign (in the case of copies, Photostatsare also acceptable). This shall be indicated by submitting a written Power of Attorney authorising the signatory of the bidder to act for and on behalf of the bidder. All pages of the bid shall be initialed and official seal be affixed by the person or persons signing the bid.

14.7 The Bid shall be delivered in person or sent by registered mail at the address to Procuring Agency as given in BiddingData.

D. SUBMISSION OFBID

IB.15 Deadline for Submission, Modification & Withdrawal of Bids

15.1 Bids must be received by the Procuring Agencyat the address/provided in Bidding Data not later than the time and date stipulatedtherein.

15.2 The inner and outer envelopesshall

(a) be addressed to the Procuring Agency at the address provided in the BiddingData;
(b) bear the name and identification number of the Contract as defined in theBidding and Contract Data;and
(c) provide a warning not to open before the specified time and date for Bidopening as defined in the BiddingData.
(d) in addition to the identification required in 15.2, the inner envelopes shallindicate the name and address of the Bidder to enable the Bid to be returned unopened in case it is declaredlate.
(e) If the outer envelope is not sealed and marked as above, the Procuring Agencywill assume no responsibility for the misplacement or premature opening of theBid.

15.3 Bids submitted through telegraph, telex, fax or e-mail shall not beconsidered.

15.4 Any bid received by the Procuring Agency after the deadline for submission prescribed in Bidding Data will be returned unopened to suchbidder.

15.5 Any bidder may modify or withdraw his bid after bid submission provided that the modification or written notice of withdrawal is received by the Procuring Agency prior to the deadline for submission ofbids.

15.6 Withdrawal of a bid during the interval between the deadline for submission of bids and the expiration of the period of bid validity specified in the Form of Bid may result in forfeiture of the Bid Security pursuant to IB.13.5(a).

E. BID OPENING AND EVALUATION

IB.16 Bid Opening, Clarification and Evaluation (SPP Rules 41, 42 &43)

16.1 The Procuring Agency will open the bids, in the presence of bidders' representatives who choose to attend, at the time, date and in the place specified in the BiddingData.

16.2 The bidder's name, Bid Prices, any discount, the presence or absence of Bid Security, and such other details as the Procuring Agency at its discretion may consider appropriate, will be announced by the Procuring Agency at the bid opening. The Procuring Agency will record the minutes of the bid opening. Representatives of the bidders who choose to attend shall sign the attendancesheet.

Any Bid Price or discount which is not read out and recorded at bid opening will not be taken into account in the evaluation of bid.

16.3 To assist in the examination, evaluation and comparison of Bids the Engineer/Procuring Agency may, at its discretion, ask the bidder for a clarification of its Bid. The request for clarification and the response shall be in writing and no change in the price or substance of the Bid shall be sought, offered or permitted (SPP Rule43).

16.4 (a) Prior to the detailed evaluation, pursuant to IB.16.7 to 16.9, the Engineer/Procuring Agency will determine the substantial responsiveness of each bid to the Bidding Documents. For purpose of these instructions, a substantially responsive bid is one which conforms to all the terms and conditions of the Bidding Documents without material deviations. It will include determining the requirements listed in BiddingData.

(b) Arithmetical errors will be rectified on the followingbasis:

If there is a discrepancy between the unit price and total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between the words and figures the amount in words shall prevail. If there is a discrepancy between the Total Bid price entered in Form of Bid and the total shown in Schedule of Prices-Summary, the amount stated in the Form of Bid will be corrected by the Procuring Agencyin accordance with the Corrected Schedule ofPrices.

If the bidder does not accept the corrected amount of Bid, his Bid will be rejected and his Bid Security forfeited.

16.5 A Bid determined as substantially non-responsive will be rejected and will not subsequently be made responsive by the bidder by correction of thenon-conformity.

16.6 Any minor informality or non-conformity or irregularity in a Bid which does not constituteamaterialdeviation**(majordeviation)**maybewaivedbyProcuringAgency,

provided such waiver does not prejudice or affect the relative ranking of any other bidders.

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

(i) has been not properlysigned;
(ii) is not accompanied by the bid security of required amount andmanner;
(iii) stipulating price adjustment when fixed price bids were calledfor;
(iv) failing to respond tospecifications;
(v) failing to comply with Mile-stones/Critical dates provided in BiddingDocuments;
(vi) sub-contracting contrary to the Conditions of Contract specified inBidding Documents;
(vii) refusing to bear important responsibilities and liabilities allocated in theBidding Documents, such as performance guarantees and insurancecoverage;
(viii) taking exception to critical provisions such as applicable law, taxes and dutiesand dispute resolutionprocedures;
(ix) a material deviation or reservation is one:
  (a) which affect in any substantial waythe scope, quality or performance of the works;
  (b) adoption/rectification whereof would affect unfairly the competitiveposition of other bidders presenting substantially responsivebids.

(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.

16.7 The Engineer/Procuring Agency will evaluate and compare only the bids previously determined to be substantially responsive pursuant to IB.16.4 to 16.6 as per requirements given hereunder. Bids will be evaluated for complete scope of works. The prices will be compared on the basis of the Evaluated Bid Price pursuant to IB.16.8 hereinbelow.

Technical Evaluation: It will be examined in detail whether the works offered by the bidder complies with the Technical Provisions of the Bidding Documents. For this purpose, the bidder's data submitted with the bid in Schedule B to Bid will be compared with technical features/criteria of the works detailed in the Technical Provisions. Other technical information submitted with the bid regarding the Scope of Work will also be reviewed.

16.8 Evaluated BidPrice

In evaluating the bids, the Engineer/Procuring Agency will determine for each bid in addition to the Bid Price, the following factors (adjustments) in the manner and to the extent indicated below to determine the Evaluated Bid Price:

(i) making any correction for arithmetic errors pursuant to IB.16.4hereof.

(ii) discount, if any, offered by the bidders as also read out and recorded at the time of bidopening.

(iii) excluding **provisional sums** and the provisions for **contingencies** in the Billof Quantities **if any**, but including **Day work,** where pricedcompetitively.

IB.17 Process to be Confidential

17.1 Subject to IB.16.3 heretofore, no bidder shall contact Engineer/Procuring Agency on any matter relating to its Bid from the time of the Bid opening to the time the bid evaluation result is announced by the Procuring Agency. The evaluation result shall be announced at least seven (07) days prior to award of Contract (SPP Rule 45). 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.

172 Any effort by a bidder to influence Engineer/Procuring Agency in the Bid evaluation, Bid comparison or Contract Award decisions may result in the rejection of his Bid. Whereas any bidder feeling aggrieved, may lodge a written complaint to Complaint Redressal Committee as per terms and conditions mentioned in SPP Rules 31 & 32. However, mere fact of lodging a complaint shall not warrant suspension of procurementprocess.

173 Bidders may be excluded if involved in **"Corrupt and Fraudulent Practices"** means either one or any combination of the practices given below SPPRule2(q);

(i) **-Coercive Practice**means any impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence the actions of a party to achieve a wrongful gain or to cause a wrongful loss to anotherparty;

(ii) **-CollusivePractice**means any arrangement between two or more partiesto the procurement process or contract execution, designed to achieve with or without the knowledge of theprocuringagencytoestablishpricesatartificial,noncompetitivelevelsforanywrongfulgain;

(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 wrongfulgain;

(iv) **-FraudulentPractice"** meansany 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 anobligation;

(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 concealingof 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.

F. AWARD OFCONTRACT

IB.18. Post Qualification

18.1 The Procuring Agency, at any stage of the bid evaluation, having credible reasons for or *prima facie* evidence of any defect in contractor's capacities, may require the contractors to provide information concerning their professional, technical, financial, legal or managerial competence whether already pre-qualified ornot:

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

182 The determination will take into account the bidder's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the bidders' qualifications submitted under B.11, as well as such other information required in the BiddingDocuments.

IB.19 Award Criteria & Procuring Agency's Right

19.1 Subject to IB.19.2, the Procuring Agency will award the Contract to the bidder whose bid has been determined to be substantially responsive to the Bidding Documents and who has offered the lowest evaluated Bid Price, provided that such bidder has beendetermined to be qualified to satisfactory perform the Contract in accordance with the provisions of theIB.18.

192 Not withstanding IB.19.1, the Procuring Agency reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of Contract, without thereby incurring any liability to the affected bidders or any obligation to inform the affected bidders of the grounds for the Procuring Agency's action except that the grounds for its rejection of all bids shall upon request be communicated, to any bidder who submitted a bid, without justification of the grounds. Notice of the rejection of all the bids shall be given promptly to all the bidders (SPP Rule25).

IB.20 Notification of Award & Signing of Contract Agreement

20 Prior to expiration of the period of bid validity prescribed by the Procuring Agency, the Procuring Agency will notify the successful bidder in writing (—Letter of Acceptancell) that his bid has been accepted (SPP Rule49).

202 Within seven (07) days from the date of furnishing of acceptable Performance Security under the Conditions of Contract, the Procuring Agency will send the successful bidder the Form of Contract Agreement provided in the Bidding Documents, incorporating all agreements between theparties.

203 The formal Agreement between the Procuring Agency and the successful bidder duly stamped at rate of ----% of bid price(updated from time to time) stated in Letter of Acceptance shall be executed within seven (07) days of the receipt of Form of Contract Agreement by the successful bidder from the ProcuringAgency.

FORM OF BID AND SCHEDULES TO BID

FORM OF BID
(LETTER OF OFFER)

Bid ReferenceNo. _____

_____

_____

(Name of Works)

To:

_____

_____

_____

Gentlemen,

1. Having examined the Bidding Documents including Instructions to Bidders, Bidding Data, Conditions of Contract, Contract Data, Specifications, Drawings, if any, Schedule of Prices and AddendaNos. _____for the execution of the above-named works, we, the undersigned, being a company doing business under the name of and address _____ _____and being duly incorporated under the laws of Pakistan hereby offer to execute and complete such works and remedy any defects therein in conformity with the said Documents including Addenda thereto for the Total Bid Price of Rs_____(Rupees_____) or such other sum as may be ascertained in accordance with the saidDocuments.

2. We understand that all the Schedules attached hereto form part of thisBid.

3. As security for due performance of the undertakings and obligations of this Bid, we submit herewith a Bid Security in the amountof _____ _____drawn in your favour or made payable to you and valid for a period of twenty eight (28) days beyond the period of validity ofBid.

4. We undertake, if our Bid is accepted, to commence the Works and to deliver and complete the Works comprised in the Contract within the time(s) stated in ContractData.

5. We agree to abide by this Bid for the periodof_____days from the date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiration of thatperiod.

6. Unless and until a formal Agreement is prepared and executed, this Bid, together with your written acceptance thereof, shall constitute a binding contract betweenus.

7. Weundertake,ifourBidisaccepted,toexecutethePerformanceSecurity

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

8. We understand that you are not bound to accept the lowest or any bid you may receive.

9. We do hereby declare that the Bid is made without any collusion, comparison of figures or arrangement with any other person or persons making a bid for the Works.

Datedthis_____dayof_____, 20

Signature_____

in thecapacityof_____duly authorized to sign bid for and on behalfof

_____

(Name of Bidder in Block Capitals)

(Seal)

Address

_____

_____

_____

Witness:

(Signature)_____

Name:_____

Address: _____

_____

[SCHEDULES TO BID INCLUDE THE FOLLOWING:

- Schedule A to Bid: Schedule ofPrices
- Schedule B to Bid: Specific WorksData
- Schedule C to Bid: Works to be Performed bySubcontractors
- Schedule D to Bid: Proposed Program ofWorks
- Schedule E to Bid: Method of PerformingWorks
- Schedule F to Bid: IntegrityPact]

SCHEDULE – A TO BID

SCHEDULE OF PRICES

Sr.No.		PageNo.
1.	Preamble to ScheduleofPrices	24
2.	ScheduleofPrices	26
	*(a) Summary of Bid Prices	
	* (b) Detailed Schedule of Prices /Bill of Quantities(BOQ)	

* *[To be prepared by the Engineer/ProcuringAgency]*

PREAMBLE TO SCHEDULE OF PRICES

1. General

1.1 The Schedule of Prices shall be read in conjunction with the Conditions of Contract, Contract Data together with the Specifications and Drawings, ifany.

1.2 The Contract shall be for the whole of the works as described in these Bidding Documents. Bids must be for the complete scope ofworks.

2. Description

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

3. Units &Abbreviations

3.1 Units of measurement, symbols and abbreviations expressed in the Bidding Documents shall comply with the SystemeInternationaled' Unites (SIUnits).

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

4. Rates andPrices

4.1 Except as otherwise expressly provided under the Conditions of Contract, the rates and amounts entered in the Schedule of Prices shall be the rates at which the Contractor shall be paid and shall be the full inclusive value of the works set forth or implied in the Contract; except for the amounts reimbursable, if any to the Contractor under the Contract.

4.2 Unless otherwise stipulated in the Contract Data, the premium, rates and prices entered by the bidder shall not be subject to adjustment during the performance of theContract.

4.3 All duties, taxes and other levies payable by the Contractor shall be included in the rates andprices.

4.4 The whole cost of complying with the provisions of the Contract shall beincludedintheitemsprovidedintheScheduleofPrices,andwhere

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

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

4.5 (a) The bidder shall be deemed to have obtained all information as to and all requirements related thereto which may affect the bid price.

*(b) The Contractor shall be responsible to make complete arrangements for the transportation of the Plant to the Site.

(Procuring Agency may modify as appropriate)

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

5. Bid Prices

5.1 Break-up of BidPrices

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

5.2 Total BidPrice

The total of bid prices in the Schedule of Prices shall be entered in the Summary of Bid Prices.

6. Provisional Sums and Daywork

6.1 Provisional Sums included and so designated in the Schedule of Prices if any, shall be expended in whole or in part at the direction and discretion of the Engineer/Procuring Agency. The Contractor will only receive payment in respect of Provisional Sums, if he has been instructed by the Engineer/Procuring Agency to utilize suchsums.

6.2 Day work rates in the contractor's bid are to be used for small additional amounts of work and only when the Engineer have given written instructions in advance for additional work to be paid for in that

SCHEDULE OF PRICES – SUMMARY OF BID PRICES (Sample)

Bill No.	Description	Total Amount (Rs)
	(A) Building Work	
1.	Civil works	
2	Internal sanitary and water supply	
3	Electrification	
4	External Development works	
5	Miscellaneous Items	
	(B) Road Work.	
1.	Earthwork	
2.	Hard Crust and Surface Treatment	
3.	Culverts and Bridges	
4.	Miscellaneous Items	
	(C) Public Health Engineering Works.	
1.	Earthwork	
2.	Subsurface Drains	
3.	Pipe Laying and Man holes	
4.	Tube wells, Pump houses	
5.	Compound wall	
6.	Miscellaneous Items	
	Total Bid Price (The amount to be entered in Paragraph 1 of the Form of Bid) (In words).	

SCHEDULE OF PRICES

Item No.	Description	Quantity	Unit Rate(Rs)	Total Amount (Rs)
	I. (Civil works)			
1.				
2.				
3.				
	II.Internal sanitary and water supply.			
1.				
2.				
3.				
	III. Electrification.			
1.				
2.				
3.				
	IV. External Development works.			
1.				
2.				
3.				
1.	**V. Miscellaneous Items**			
2.				
3.				
Total (*to be carried to Summary of Bid Price*) *Add/ Deduct the percentage quoted above/below on the prices of items based on Composite Schedule of Rates.*				

SCHEDULE - B TO BID

*SPECIFIC WORKS DATA

(To be prepared and incorporated by the Procuring Agency)

**(Note: The Procuring Agency shall spell out the information & data required to be filled out by the bidder and to furnish complementary information).*

SCHEDULE – C TO BID

WORKS TO BE PERFORMED BY SUBCONTRACTORS*

The bidder will do the work with his own forces except the work listed below which he intends to sub-contract.

Items of Works to be Sub-Contracted	Name and address of Sub-Contractors	Statement of similar works previously executed. *(attach evidence)*

Note:

* *The Procuring Agency should decide whether to allow subcontracting ornot.*

In case Procuring Agency decides to allow subcontracting then following conditions shall be complied with:

1. No change of Sub-Contractors shall be made by the bidder without prior approval of the ProcuringAgency.

2. The truthfulness and accuracy of the statement as to the experience of Sub-Contractors is guaranteed by the bidder. The Procuring Agency's judgment shall be final as to the evaluation of the experience of Sub-Contractors submitted by thebidder.

3. Statement of similar works shall include description, location & value of works, year completed and name & address of theclients.

SCHEDULE – D TO BID

PROPOSED PROGRAMME OF WORKS

Bidder shall provide a programme in a bar-chart or Program Evaluation and Review Technique (PERT) or Critical Path Method (CPM) showing the sequence of work items by which he proposes to complete the works of the entire Contract. The programme should indicate the sequence of work items and the period of time during which he proposes to complete the works including the activities like designing, schedule of submittal of drawings, ordering and procurement of materials, manufacturing, delivering, construction of civil works, erection, testing and commissioning of works to be supplied under theContract.

SCHEDULE – E TO BID

METHOD OF PERFORMING WORKS

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

- The sequence and methods in which he proposes to carry out the Works, including the number of shifts per day and hours per shift, he expects towork.
- A list of all major items of construction and plant erection, tools and vehicles proposed to be used in delivering/carrying out the works atsite.
- The procedure for installation of equipment and transportation of equipmentand materials to thesite.
- Organisation chart indicating head office & field office personnel involved in management, supervision and engineering of the Works to be done under the Contract.

SCHEDULE – F TO BID

(INTEGRITY PACT)

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

ContractNo._____Dated_____
ContractValue:_____
ContractTitle:_____

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

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

[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 ofPA.

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

.....
[ProcuringAgency] [Contractor]

CONDITIONS OF CONTRACT

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CONDITIONS OF CONTRACT

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CONDITIONS OF CONTRACT

1. GENERALPROVISIONS

1.1 Definitions

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

The Contract

1.1.1 -ContractImeanstheContractAgreementandtheotherdocumentslistedintheContractDa ta.

1.1.2 -SpecificationsImeansthe document as listed in the Contract Data, including Procuring Agency's requirements in respect of design to be carried out by the Contractor (if any), and any Variation to suchdocument.

1.1.3 -DrawingsImeanstheProcuringAgency'sdrawingsoftheWorksaslistedinthe Contract Data, and any Variation to suchdrawings.

Persons

1.1.4 -ProcuringAgencyImeansthepersonnamedintheContractDataandthelegal successors in title to this person, but not (except with the consent of the Contractor) anyassignee.

1.1.5 -ContractorImeans the person named in the Contract Data and the legal successors in title to this person, but not (except with the consent of the Procuring Agency) anyassignee.

1.1.6 -PartyImeans eitherthe ProcuringAgencyorthe Contractor.

Dates, Times and Periods

1.1.7 -Commencement DateImeans the date fourteen (14) daysafter the date the Contract comes into effect or any other date named in the ContractData.

1.1.8 -DayImeans a calendar day

1.1.9 -TimeforCompletionImeansthetimeforcompletingthe Worksasstatedinthe Contract Data (or as extended under Sub-Clause 7.3), calculated from the CommencementDate.

Money and Payments

1.1.10 -CostImeansall expenditure properly incurred (or to be incurred) by the Contractor, whether on or off the Site, including overheads and similar chargesbut

does not include any allowance for profit.

Other Definitions

1.1 -Contractor's Equipmentlmeans all machinery, apparatus and other things required for the execution of the Works but does not include Materials or Plant intended to form part of theWorks.

1.2 -Countrylmeans theIslamicRepublicof Pakistan.

1.3 -ProcuringAgency's Riskslmeans thosematterslistedin Sub-Clause6.1.

1.4 -ForceMajeurelmeansaneventorcircumstancewhichmakesperformanceofaParty's obligations illegal or impracticable and which is beyond that Party's reasonablecontrol.

1.5 _Materialsll means things of all kinds (other than Plant) to be supplied and incorporated in the Works by theContractor.

1.6 -Plantlmeansthemachineryandapparatusintendedtoformorformingpartofthe Works.

1.7 -Sitelmeanstheplacesprovidedbytheprocuring Agencywhere the Worksare to be executed, and any other places specified in the Contract as forming part of the Site.

1.8 -Variationlmeansachangewhichisinstructedbythe Engineer/ProcuringAgency under Sub-Clause10.1.

1.9 _Worksl means any or all the works whether Supply, Installation, Construction etc. and design (if any) to be performed by the Contractor including temporary works and any variationthereof.

1.10 -Engineerlmeansthepersonnotifiedbytheprocuringagencytoactasengineer for the purpose of the Contract and named as such in ContractData.

1.2 Interpretation

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

1.3 Priority ofDocuments

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

1.4 **Law**

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

1.5 **Communications**

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

1.6 **StatutoryObligations**

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

2. THE PROCURINGAGENCY

2.1 **Provision of Site**

The Procuring Agency shall provide the Site and right of access thereto at thetimes stated in the ContractData.
Site Investigation Reports are those that were included in the bidding documents and are factual and interpretative reports about the surface and subsurface conditions at the Site.

2.2 **Permitsetc.**

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

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

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

2.4 **Approvals**

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

3. ENGINEER'S/PROCURING AGENCY'SREPRESENTATIVES

3.1 **AuthorisedPerson**

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

3.2 Engineer's/Procuring Agency'sRepresentative

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

4. THECONTRACTOR

4.1 GeneralObligations

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

4.2 Contractor'sRepresentative

The Contractor shall appoint a representative at site on full time basis to supervise the execution of work and to receive instructions on behalf of the Contractor but only after obtaining the consent of the Procuring Agency for such appointment which consent shall not be withheld without plausible reason(s) by the Procuring Agency. Such authorized representative may be substituted/ replaced by the Contractor at any time during the Contract Period but only after obtaining the consent of the Procuring Agency as aforesaid.

4.3 Subcontracting

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

4.4 PerformanceSecurity

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

5. DESIGN BYCONTRACTOR

5.1 Contractor'sDesign

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

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

5.2 Responsibility forDesign

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

6. PROCURING AGENCY'SRISKS

6.1 The Procuring Agency'sRisks

The Procuring Agency's Risks are:-

a) war, hostilities (whether war be declared or not), invasion, act of foreign enemies, within theCountry;

b) rebellion, terrorism, revolution, insurrection, military or usurped power, or civil war, within theCountry;

c) riot, commotion or disorder by persons other than the Contractor's personnel and other employees including the personnel and employees of Sub-Contractors, affecting the Site and/or theWorks;

d) ionising radiations, or contamination by radio-activity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radio-active toxic explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component of such an assembly, except to the extent to which the Contractor/Sub-Contractors may be responsible for the use of any radio-activematerial;

e) Pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonicspeeds;

f) use or occupation by the Procuring Agency of any part of the Works, except as may be specified in theContract;

g) late handing over of sites, anomalies in drawings, late delivery of designs and drawings of any part of the Works by the Procuring Agency's personnel or by others for whom the Procuring Agency isresponsible;

h) a suspension under Sub-Clause 2.3 unless it is attributable to the Contractor's failure;and

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

7. TIME FORCOMPLETION

7.1 Execution of theWorks

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

7.2 Programme

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

7.3 Extension ofTime

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

7.4 LateCompletion

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

8. TAKING-OVER

8.1 Completion

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

8.2 **Taking-OverNotice**

Within fourteen (14) days of the receipt of the said notice of completion from the Contractor the Procuring Agency/Engineer shall either takeover the completed works and issue a Certificate of Completion to that effect or shall notify the Contractor his reasons for not taking-over the works. While issuing the Certificate of Completion as aforesaid, the Procuring Agency/Engineer may identify any outstanding items of work which the Contractor shall undertake during the Maintenances Period.

9. REMEDYINGDEFECTS

9.1 RemedyingDefects

The Contractor shall for a period stated in the Contract Data from the date of issue of the Certificate of Completion carry out, at no cost to the Procuring Agency, repair and rectification work which is necessitated by the earlier execution of poor quality of work or use of below specifications material in the execution of Works and which is so identified by the Procuring Agency/Engineer in writing within the said period. Upon expiry of the said period, and subject to the Contractor's faithfully performing his aforesaid obligations, the Procuring Agency/Engineer shall issue a Maintenance Certificate whereupon all obligations of the Contractor under this Contract shall come to an end.

Failure to remedy any such defects or complete outstanding work within a reasonable time shall entitle the Procuring Agency to carry out all necessaryworks at the Contractor's cost. However, the cost of remedying defects not attributable to the Contractor shall be valued as aVariation.

9.2 Uncovering andTesting

The Engineer/Procuring Agency may give instruction as to the uncovering and/or testing of any work. Unless as a result of an uncovering and/or testing it is established that the Contractor's design, materials, plant or workmanship are not in accordance with the Contract, the Contractor shall be paid for such uncovering and/or testing as a Variation in accordance with Sub-Clause10.2.

10. VARIATIONS ANDCLAIMS

10.1 Right toVary

The Procuring Agency/Engineer may issue Variation Order(s) in writing. Where for any reason it has not been possible for the Procuring Agency/Engineer to issue such Variations Order(s), the Contractor may confirm any verbal orders given by the Procuring Agency/Engineer in writing and if the same are not refuted/denied by the Procuring Agency/Engineer within ten (10) days of the receipt of such confirmation the same shall be deemed to be a Variation Orders for the purposes of thisSub-Clause.

10.2 Valuation ofVariations

Variations shall be valued as follows:

a) at a lump sum price agreed between the Parties,or

b) where appropriate, at rates in the Contract,or

c) in the absence of appropriate rates, the rates in the Contract shall be used as the basis for valuation, or failingwhich

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

e) if the Engineer/Procuring Agency so instructs, at day work rates set out in the Contract Data for which the Contractor shall keep records of hours of labour and Contractor's Equipment, and of Materials,used.

10.3 Changes in theQuantities.

a) If the final quantity of the work done differs from the quantity in the Bill of Quantities for the particular item by more than 25 percent, provided the change exceeds 1 percent of the Initial Contract Price, the Procuring Agency/Engineer shall adjust the rate to allow for the change and will be valued as per sub clause10.2.

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

c) If requested by the Engineer, the contractor shall provide the Engineer with a detailed cost breakdown of any rate in the Bill ofQuantities.

10.4 Early Warning

The Contractor shall notify the Engineer/Procuring Agency in writing as soon as he is aware of any circumstance which may delay or disrupt the Works, or which may give rise to a claim for additional payment.

To the extent of the Contractor's failure to notify, which results to the Engineer/Procuring Agency being unable to keep all relevant records or not taking steps to minimise any delay, disruption, or Cost, or the value of any Variation, the Contractor's entitlement to extension of the Time for Completion or additional payment shall bereduced/rejected.

10.5 Valuation ofClaims

If the Contractor incurs Cost as a result of any of the Procuring Agency's Risks, the Contractor shall be entitled to the amount of such Cost. If as a result of any

Procuring Agency's Risk, it is necessary to change the Works, this shall be dealt with as a Variation subject to Contractor's notification for intention of claim to the Engineer/Procuring Agency within fourteen (14) days of the occurrence of cause.

10.6 Variation and ClaimProcedure

The Contractor shall submit to the Engineer/Procuring Agency an itemised detailed breakdown of the value of variations and claims within twenty eight (28) days of the instruction or of the event giving rise to the claim. The Engineer/Procuring Agency shall check and if possible agree the value. In the absence of agreement, the Procuring Agency shall determine thevalue.

11. CONTRACT PRICE ANDPAYMENT

11.1 (a) Terms of Payments

The amount due to the Contractor under any Interim Payment Certificate issued by the Engineer pursuant to this Clause, or to any other terms of the Contract, shall , subject to Clause 11.3, be paid by the Procuring Agency to the Contractor within 30 days after such Interim Payment Certificate has been jointly verified by Procuring Agency andContractor, or, in the case of the Final Certificate referred to in Sub Clause 11.5, within 60days after such Final Payment Certificate has been jointly verified by Procuring Agency andContractor;

Provided that the Interim Payment shall be caused in thirty (30) days and Final Payment in 60 days in case of foreign funded project. In the event of the failure of the Procuring Agency to make payment within 90 days then Procuring Agency shall pay to the Contractor compensation at the 28 days rate of KIBOR+2% per annum in local currency andLIBOR+1% for foreign currency, upon all sums unpaid from the date by which the same should have beenpaid.

(b) Valuation of theWorks

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

11.2 MonthlyStatements

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

a) the value of the Works executed less to the cumulative amount paid previously;and

b) value of secured advance on the materials and valuation of variations (if any).

The Contractor shall submit each month to the Engineer/Procuring Agency a statement showing the amounts to which he considers himself entitled.

11.3 InterimPayments

Within a period not exceeding seven (07) days from the date of submission of a statement for interim payment by the Contractor, the Engineer shall verify the same and within a period not exceeding thirty (30/60) days from the said date of submission by the Contractor, the Procuring Agency shall pay to the Contractor the sum subject to adjustment for deduction of the advance payments andretention money.

11.4 Retention

Retention money shall be paid by the Procuring Agency to the Contractor within fourteen (14) days after either the expiry of the period stated in the Contract Data, or the remedying of notified defects, or the completion of outstanding work, all as referred to in Sub-Clause 9.1, whichever is the later.

11.5 FinalPayment

Within twenty one (21) days from the date of issuance of the Maintenance Certificate the Contractor shall submit a final account to the Engineer to verifyand the Engineer shall verify the same within fourteen (14) days from the date of submission and forward the same to the Procuring Agency together with any documentation reasonably required to enable the Procuring Agency to ascertain the final contractvalue.

Within sixty (60) days from the date of receipt of the verified final account from the Engineer, the Procuring Agency shall pay to the Contractor any amount due to the Contractor. While making such payment the Procuring Agency may, for reasons to be given to the Contractor in writing, withhold any part or parts of the verified amount.

11.6 Currency

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

12. DEFAULT

12.1 Defaults byContractor

If the Contractor abandons the Works, refuses or fails to comply with a valid instruction of the Engineer/Procuring Agency or fails to proceed expeditiously and without delay, or is, despite a written complaint, in breach of the Contract, the Procuring Agency may give notice referring to this Sub-Clause and stating the default.
If the Contractor has not taken all practicable steps to remedy the default within fourteen (14) days after receipt of the Procuring Agency's notice, the Procuring Agency may by a second notice given within a further twenty one (21) days, terminate the Contract. The Contractor shall then demobilize from the Site leaving behind any Contractor's Equipment which the Procuring Agency instructs, in the second notice, to be used for the completion of the Works at the risk and cost of the Contractor.

12.2 Defaults by ProcuringAgency

If the Procuring Agency fails to pay in accordance with the Contract, or is, despite a written complaint, in breach of the Contract, the Contractor may give notice referring to this Sub-Clause and stating the default. If the default is not remedied within fourteen (14) days after the Procuring Agency's receipt of this notice, the Contractor may suspend the execution of all or parts of the Works.

If the default is not remedied within twenty eight (28) days after the Procuring Agency's receipt of the Contractor's notice, the Contractor may by a second notice given within a further twenty one (21) days, terminate the Contract. The Contractor shall then demobilise from theSite.

12.3 Insolvency

If a Party is declared insolvent under any applicable law, the other Party may by notice terminate the Contract immediately. The Contractor shall then demobilise from the site leaving behind, in the case of the Contractor's insolvency, any Contractor's Equipment which the Procuring Agency instructs in the notice is to be used for the completion of theWorks.

12.4 Payment uponTermination

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

a) any sums to which the Contractor is entitled under Sub-Clause10.4,

b) any sums to which the Procuring Agency isentitled,

c) if the Procuring Agency has terminated under Sub-Clause 12.1 or 12.3, the Procuring Agency shall be entitled to a sum equivalent to twenty percent (20%) of the value of parts of the Works not executed at the date of the termination,and

d) if the Contractor has terminated under Sub-Clause 12.2 or 12.3, the Contractor shall be entitled to the cost of his demobilisation together with a sum equivalent to ten percent (10%) of the value of parts of the works not executed at the date oftermination.

The net balance due shall be paid or repaid within twenty eight (28) days of the notice of termination.

13. RISKS ANDRESPONSIBILITIES

13.1 Contractor's Care of theWorks

Subject to Sub-Clause 9.1, the Contractor shall take full responsibility for thecare

of the Works from the Commencement Date until the date of the Procuring Agency's/Engineer's issuance of Certificate of Completion under Sub-Clause 8.2. Responsibility shall then pass to the Procuring Agency. If any loss or damage happens to the Works during the above period, the Contractor shall rectify such loss or damage so that the Works conform with the Contract.

Unless the loss or damage happens as a result of any of the Procuring Agency's Risks, the Contractor shall indemnify the Procuring Agency, or his agents against all claims loss, damage and expense arising out of the Works.

13.2 ForceMajeure

If Force Majeure occurs, the Contractor shall notify the Engineer/Procuring Agency immediately. If necessary, the Contractor may suspend the execution of the Works and, to the extent agreed with the Procuring Agency demobilize the Contractor's Equipment.

If the event continues for a period of eighty four (84) days, either Party may then give notice of termination which shall take effect twenty eight (28) days after the giving of the notice.

After termination, the Contractor shall be entitled to payment of the unpaid balance of the value of the Works executed and of the Materials and Plant reasonably delivered to the Site, adjusted by thefollowing:

a) any sums to which the Contractor is entitled under Sub-Clause10.4,

b) the cost of his demobilization,and

c) less any sums to which the Procuring Agency isentitled.

The net balance due shall be paid or repaid within thirty five (35) days of the notice oftermination.

14. INSURANCE

14.1 Arrangements

The Contractor shall, prior to commencing the Works, effect insurances of the types, in the amounts and naming as insured the persons stipulated in the Contract Data except for items (a) to (e) and (i) of the Procuring Agency's Risks underSub-Clause 6.1. The policies shall be issued by insurers and in terms approved by the Procuring Agency. The Contractor shall provide the Engineer/Procuring Agency with evidence that any required policy is in force and that the premiums have been paid.

14.2 Default

If the Contractor fails to effect or keep in force any of the insurances referred to in the previous Sub-Clause, or fails to provide satisfactory evidence, policies or receipts, the Procuring Agency may, without prejudice to any other right or

remedy, effect insurance for the cover relevant to such as a default and pay the premiums due and recover the same plus a sum in percentage given in Contractor Data from any other amounts due to the Contractor.

15. RESOLUTION OFDISPUTES

15.1 Engineer'sDecision

If a dispute of any kind whatsoever arises between the Procuring Agency and the Contractor in connection with the works, the matter in dispute shall, in the first place, be referred in writing to the Engineer, with a copy to the other party. Such reference shall state that it is made pursuant to this Clause. No later than the twenty eight (28) days after the day on which he received such reference, the Engineer shall give notice of his decision to the Procuring Agency (Superintending Engineer) and theContractor.

Unless the Contract has already been repudiated or terminated, the Contractor shall, in every case, continue to proceed with the work with all due diligence, and the Contractor and the Procuring Agency (Superintending Engineer)shall give effect forthwith to every such decision of the Engineer unless and until the same shall be revised, as hereinafter provided in an arbitral award.

15.2 Notice ofDissatisfaction

If a Party is dissatisfied with the decision of the Engineer of consultant or if no decision is given within the time set out in Sub-Clause 15.1 here above, the Party may give notice of dissatisfaction referring to this Sub-Clause within fourteen (14) days of receipt of the decision or the expiry of the time for the decision. If no notice of dissatisfaction is given within the specified time, the decision shall be final and binding on the Parties. If notice of dissatisfaction is given within the specified time, the decision shall be binding on the Parties who shall give effect to it without delay unless and until the decision of the Engineer is revised by an arbitrator.

If a contractor is dissatisfied with the decision of the Engineer of the department or decision is not given in time then he can approach Superintending Engineer within 14 days, in case of dissatisfaction with decision of Superintending Engineer or not decided within 28 days, then arbitration process would be adopted as per clause15.3.

15.3 Arbitration

A dispute which has been the subject of a notice of dissatisfaction shall be finally settled as per provisions of Arbitration Act 1940 (Act No. X of 1940) and Rules made there under and any statutory modifications thereto. Any hearing shall be held at the place specified in the Contract Data and in the language referred to in Sub-Clause 1.5.

16 INTEGRITYPACT

16.1 If the Contractor or any of his Sub-Contractors, agents or servants is found to have violated or involved in violation of the Integrity Pact signed by the Contractor as Schedule-F to his Bid, then the Procuring Agency shall be entitledto:

(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 Sub-Contractors, agents orservants;
(b) terminate the Contract;and
(c) recover from the Contractor any loss or damage to the Procuring Agency asa result of such termination or of any other corrupt business practices of the Contractor or any of his Sub-Contractors, agents orservants.

On termination of the Contract under Sub-Para (b) of this Sub-Clause, the Contractor shall demobilize from the site leaving behind Contractor's Equipment which the Procuring Agency instructs, in the termination notice, to be used for the completion of the works at the risk and cost of the Contractor. Payment upon such termination shall be made under Sub-Clause 12.4, in accordance with Sub-Para (c) thereof, after having deducted the amounts due to the Procuring Agency under Sub-Para (a) and (c) of this Sub-Clause.

CONTRACT DATA

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

Sub-Clauses of
Conditions of Contract

1.1.3 Procuring Agency's Drawings, ifany
(To be listed by the Procuring Agency)

1.1.4 **The Procuring Agency**means

_____

_____

1.1.5 **The Contractor**means

_____

_____

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

1.1.9 **TimeforCompletion**_____days

(The time for completion of the whole of the Works should be assessed by the Procuring Agency)

1.1.20 **Engineer (mention the name along with the designation including whether he belongs to department or consultant) and other details**

_____

_____

1.3 **Documents forming the Contract listed in the order ofpriority:**

(a) The ContractAgreement
(b) Letter ofAcceptance
(c) The completed Form ofBid
(d) ContractData
(e) Conditions ofContract
(f) The completed Schedules to Bid including Schedule ofPrices
(g) The Drawings, ifany
(h) TheSpecifications
(i)
(j)

(The Procuring Agency may add in order of priority, such other documents as form part of the Contract. Delete the document, if not applicable)

2.1 **Provision of Site:** On the CommencementDate

3.1 Authorizedperson:_____

3.2 Name and address of Engineer's/Procuring Agency'srepresentative

_____

4.4 **Performance Security:**

Amount_____

Validity_____

(Form: As provided under Standard Forms of these Documents)

5.1 **Requirements for Contractor's design (ifany):**

Specification ClauseNo's_____

7.2**Programme:**

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

Formofprogramme:_____*(Bar Chart/CPM/PERT orother)*

7.4 Amount payable due to failure to complete shall be % per day up to a maximum of (10%) of sum stated in the Letter ofAcceptance

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

7.5 EarlyCompletion

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

9.1 **Period for remedyingdefects**

_____

_____

10.2 (e) **Variationprocedures:**

Day workrates_____

_____(details)

11.1 Terms of Payments

a) Mobilization Advance

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

(i) on submission by the Contractor of a Mobilization Advance Guarantee for the full amount of the Advance in the specified form from a Scheduled Bank in Pakistan to the ProcuringAgency;

(ii) [XXX][1]

(iii) This Advance [XXX] shall be recovered in 5 equal installments from the five (05) R.A bills and in case the number of bills is less than five (05) then 1/5th of the advance [XXX] shall be recovered from each bill and the balance [XXX] be recovered from the final bill. It may be insured that there is sufficient amount in the final bill to enable recovery of the MobilizationAdvance.

OR

2) **Secured Advance onMaterials**

(a) The Contractor shall be entitled to receive from the Procuring Agency Secured AdvanceagainstanINDENTUREBONDinPWAccountFormNo.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 broughtat the Site but not yet incorporated in the Permanent Works providedthat:

(i) The materials are in accordance with the Specifications for the PermanentWorks;

(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 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 theEngineer;

(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 paymenttherefore;

(v) Ownership ofa 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-warehousepriceoflocallymanufacturedorproducedmaterials,or
(iii) market price of stands other materials;

[1]Deleted in the light of amendment in Sindh Financial Rules, vide Finance Department's Notification dated 27th April, 2017 and approval from SPPRA Board in its 30th Meeting held on 9th August, 2017.

(vii) Secured Advance should not be allowed unless &until the previous advance, if ar, fullyrecovered;

(viii) Detailed account of advances must be kept in part II of runningaccount bill, 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 definitely not for full quantities of materials for the entirework/contract

(b) Recovery of SecuredAdvance:

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

(ii) As recoveries are made the outstanding accounts of the items concerned in Part II should be reduced b making deduction entries in thecolumn;-deductquantityutilizedinworkmeasuredsinceprevious bill,lequivalenttothequantitiesofmaterialsusedbythecontractoron items of work shown as executed in part I of thebill.

(c) Interim payments: The Contractor shall submit to the Engineer monthly statements of the estimated value of the work completed less the cumulative amount certifiedpreviously.

(i) The value of work completed comprises the value of the quantities of the items in the Bill of Quantitiescompleted.

(ii) value of secured advance on the materials and valuation of variations (ifany).

(iii) Engineer may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of laterinformation.

(v) Retention money and other advances are to be recovered from the bill submitted by contractor.

11.2 *(a) **Valuation of theWorks:**

i) Lumpsumprice _____(details), or

ii) Lump sum price with schedulesofrates_____(details), or

iii) Lump sum price with billofquantities_____(details), or

iv) Re-measurement with estimated/bid quantities in the Schedule of Prices or on premium above or below quoted on the rates mentioned inCSR_____(details), or/and

v) Costreimbursable_____(details)

11.3 **Percentageofretention*:** *five(5%)*

11.6 **Currency of payment:** Pak.Rupees

14.1 **Insurances:** *(Procuring Agency may decide, keeping in view the natureand the scope of thework)*

Type of cover

The Works

Amount of cover

The sum stated in the Letter of Acceptance plus fifteen percent (15%)

Type of cover

Contractor's Equipment:

Amount of cover

Full replacement cost

Type of cover

Third Party-injury to persons and damage to property

_____

(The minimum amount of third party insurance should be assessed by the Procuring Agency and entered).

Workers:

_____

_____

Other cover*:

_____

(In each case name of insured is Contractor and Procuring Agency)

14.2 Amount to berecovered

Premiumplus_____percent(____%).

15.3 **Arbitration****

Place ofArbitration:_____

---

* *(Procuring Agency to specify as appropriate)*

** *(It has to be in the Province of Sindh)*

STANDARD FORMS

(Note: Standard Forms provided in this document for securities are to be issued by a bank. In case the bidder chooses to issue a bond for accompanying his bid or performance of contract or receipt of advance, the relevant format shall be tailored accordingly without changing the spirit of the Forms of securities).

FORM OF BID SECURITY
(Bank Guarantee)

GuaranteeNo._____
Executedon _____

(Letter by the Guarantor to the Procuring Agency)

Name of Guarantor (Scheduled Bank in Pakistan) with address:_____
Name of Principal (Bidder)with address:_____
_____
Sum of Security (express in words and figures):_____
_____
BidReferenceNo._____Date ofBid _____

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Bid and at the request of the said Principal, we the Guarantor above-named are held and firmly bound unto the _____, (hereinafter called The –Procuring Agencyll) 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 thesepresents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the accompanying Bid numbered and dated as above for _____(Particulars of Bid) to the said Procuring Agency;and

WHEREAS, the Procuring Agency has required as a condition for considering the said Bid that the Principal furnishes a Bid Security in the above said sum to the Procuring Agency, conditioned as under:

(1) that the Bid Security shall remain valid for a period of twenty eight (28) days beyond the period of validity of thebid;
(2) that in the eventof;

(a) the Principal withdraws his Bid during the period of validity of Bid,or

(b) thePrincipaldoesnotacceptthecorrectionofhisBidPrice,pursuanttoSub-Clause 16.4 (b) of Instructions to Bidders, or

(c) failure of the successful bidderto

(i) furnishtherequiredPerformanceSecurity,inaccordancewithSub-Clause IB-21.1 of Instructions to Bidders, or

(ii) sign the proposed Contract Agreement, in accordance with Sub-Clauses IB-20.2 & 20.3 of Instructions toBidders,

the entire sum be paid immediately to the said Procuring Agency for delayed completion and not as penalty for the successful bidder's failure to perform.

NOW THEREFORE, if the successful bidder shall, within the period specified therefore, on the prescribed form presented to him for signature enter into a formal Contract Agreement with the said Procuring Agency in accordance with his Bid as accepted and furnish within fourteen (14) days of receipt of Letter of Acceptance, a Performance Security with good and sufficient surety , as may be required, upon the form prescribed by the said Procuring Agency for the faithful performance and proper fulfilment of the said Contract or in the event of non-withdrawal of the said Bid within the time specified then this obligation shall be void and of no effect, but otherwise to remain in full force and effect.

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

PROVIDED ALSO THAT the Procuring Agency shall be the sole and final judge for deciding whether the Principal has duly performed his obligations to sign the Contract Agreement and to furnish the requisite Performance Security within the time stated above, or has defaulted in fulfilling said requirements and the Guarantor shall pay without objection the sum stated above upon first written demand from the Procuring Agency forthwith andwithout any reference to the Principal or any otherperson.

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

_____
Guarantor (Bank)

Witness:

1. _____

_____
Corporate Secretary(Seal)

2. _____

_____
(Name, Title&Address)

1.Signature_____

2.Name _____

3. Title_____

Corporate Guarantor(Seal)

FORM OF PERFORMANCE SECURITY
(Bank Guarantee)

GuaranteeNo._____
Executedon _____
ExpiryDate

(Letter by the Guarantor to the Procuring Agency)

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

Name of Principal (Contractor)with address:_____

_____

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

_____

Letter ofAcceptanceNo._____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 atthe requestofthesaidPrincipalwe,theGuarantorabovenamed,areheldandfirmly boundunto the_____(hereinafter called the Procuring Agency) in the penal sum of the amount stated above, for the payment of which sum well and truly to be made to the said Procuring Agency, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has accepted the Procuring Agency's above said Letter of Acceptancefor _____ _____(Name of Contract) forthe _____

_____(Name ofProject).

NOW THEREFORE, if the Principal (Contractor) shall well and truly perform and fulfill all the undertakings, covenants, terms and conditions of the said Documents during the original terms of the said Documents and any extensions thereof that may be granted by the Procuring Agency, with or without notice to the Guarantor, which notice is, hereby, waived and shall also well and truly perform and fulfill all the undertakings, covenants terms and conditions of the Contract and of any and all modifications of the said Documents that may hereafter be made, notice of which modifications to the Guarantor being hereby waived, then, this obligation to be void; otherwise to remain in full force and virtue till all requirements of Clause 9, Remedying Defects, of Conditions of Contract are fulfilled.

Our total liability under this Guarantee is limited to the sum stated above and it is a condition of any liability attaching to us under this Guarantee that the claim for payment in writingshall

be received by us within the validity period of this Guarantee, failing which we shall be discharged of our liability, if any, under this Guarantee.

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

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 ProcuringAgencyforthwithandwithoutanyreferencetothePrincipaloranyotherperson.

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

_____
Guarantor (Bank)

Witness:

1. _____

_ Corporate Secretary(Seal)

2. _____

_____
(Name, Title&Address)

1. Signature_____
2. Name _____
3. Title_____

_____
Corporate Guarantor(Seal)

FORM OF CONTRACT AGREEMENT

THISCONTRACTAGREEMENT(hereinaftercalledthe-Agreement)madeonthe_____ dayof_____200_____between_____(hereinafter calledthe -Procuring Agency) of the one part and _____ (hereinafter called the -Contractor) ofthe other part.

WHEREAS the Procuring Agency is desirous that certainWorks,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 defectstherein.

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 referredto.

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 Letter ofAcceptance;
   (b) The completed Form of Bid along with Schedules toBid;
   (c) Conditions of Contract & ContractData;
   (d) The priced Schedule of Prices/Bill of quantities(BoQ);
   (e) The Specifications;and
   (f) TheDrawings

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 within the provisions of theContract.

4. The Procuring Agency hereby covenants to pay the Contractor, in consideration of the execution and completion of the Works as per provisions of the Contract, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by theContract.

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

Signature oftheContactor

_____

(Seal)

Signature of the ProcuringAgency

_____

(Seal)

Signed, Sealed and Delivered in the presence of:

Witness:

_____

(Name, TitleandAddress)

Witness:

_____

(Name, Title andAddress)

MOBILIZATION ADVANCE GUARANTEE

GuaranteeNo._____

Executedon_____

(Letter by the Guarantor to the Procuring Agency)

WHEREAS the_____(hereinafter called the Procuring Agency) has entered into a Contract for _____

_____

_____(Particulars of Contract), with

_____

_____(hereinafter called theContractor).

ANDWHEREASthe ProcuringAgencyhasagreedtoadvancetotheContractor,atthe Contractor's request, an amount of Rs._____ Rupees _____) which amount shall be advanced to the Contractor as per provisions of theContract.

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

ANDWHEREAS_____(Scheduled Bank) (hereinafter called the Guarantor) at the request of the Contractor and in consideration of the Procuring Agency agreeing to make the above advance to the Contractor, has agreed to furnish the saidGuarantee.

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

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

This Guarantee shall come into force as soon as the advance payment has been credited to the account of the Contractor.

This Guarantee shall expire not laterthan _____

by which date we must have received any claims by registered letter, telegram, telex or telefax.

It is understood that you will return this Guarantee to us on expiry or after settlement of the total amount to be claimed hereunder.

_____
Guarantor (Scheduled Bank)

Witness:

1. _____

_ Corporate Secretary(Seal)

2. _____

_____
(Name, Title&Address)

1. Signature_____
2. Name _____
3. Title_____

_____
Corporate Guarantor(Seal)

INDENTURE FOR SECURED ADVANCES.

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

This INDENTURE made the .... day of .....
----- ..... ----------.....-197--"- BETWEEN (hereinafter called"the Contractor" which expression shall where the context so admits or implied be deemed to include his heirs, executors, administrators and assigns) of the one part and THE GOVERNOR OF SINDH (hereinafter called "the Government" of the other part).

WHEREAS by anagreement, dated (hereinafter called the said agreement, the contractor has agreed to perform the under-mentioned works (hereinafter referred to as the saidwork):-

(Here enter (the description of the works).[1]

AND WHEREAS the contractor has applied to the .... —.....for an advance to himofRupees.....
(Rs.....) on the security of materials absolutely belonging to him and broughtby 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 WHEREAStheGovernmenthasagreedtoadvancetotheContractorthesumofRupees,
(Rs.....) on the security of materials the quantities and other particularsof which are detailed in Part II of Running Account Bill (E). thesaid works signed by the contractor
F in R.Form.17.A
on---------- ..... and onsuch covenants and conditions as are hereinafter contained and the Government has reserved to itself the option of marking any further advance or advances on the security of other materials brought by the Contractor to the site of the saidworks.

NOW THISINDENTUREWTTNESSETH that in pursuance of the said agreementandinconsideratiionofthesumofRupees.....----------.....-.....—.....
(Rs. ------ .....) on or before the execution of these presents paid to the Contractor by the Government (the receipt whereof the Contractor doth hereby acknowledge) and of such further advances (if any) as may be made to him as aforesaid (all of which advances are hereinafter collectively referred to as the said amount) the Contractor doth hereby assign untotheGovernmentthesaidmaterialsbywayofsecurityforthesaidamount

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

(1) That the said sum of Rupees .....- ..... ---------- ..... ----------
(RF. ----------) so advanced by the Government to the Contractor as aforesaidand all or any further sum or sums which may be advanced aforesaid shall be employed by the contractor in or towards expending the execution of the said works and for no other purpose whatsoever.

(2) ThatthematerialsdetailedinthesaidRunningAccountBill(B)whichhavebeen
Fin R Form No. 17-A
Offered to and accepted by (he Government as security for the said amount are absolutely by the Contractors own property free from encumbrances of any kind and the Contractor will not makeanyapplicationfororreceiveafurtheradvanceonthesecurityofmaterials which are not absolutely his own property and free from encumbrances of any kind and the contractor hereby agrees, at all times, to indemnify and save harmless the Government against all claims whatsoever to any materials in respect of which an advance has been made to him asaforesaid.

(3) ThatthesaidmaterialsdetailedinthesaidRunningAccountBill(B)andallother
Fin. R. Form No. 17-A
Materials on the security of which any further advance or advances may hereafter be made as aforesaid (hereinafter called the said materials) shall be used by the Contractor solely in *the* executionofthesaidworksinaccordancewiththedirectionsofthe DivisionalOfficer----------(hereinafter called the Divisional Officer) andin the terms of the said agreement.

(4) That the Contractor shall make at his own cost all necessary and adequate arrangement for the proper watch, safe custody and protection against all risks of the said material and that until used in construction as aforesaid the said materials shall remain at the site of the said works in the Contractor's custody and at his own risk and on his own responsibility and shall at all times be open to inspection by (he Divisional Officer or any officer authorized by him. In the event of the said materials of any part (hereof being stolen, destroyed or damaged or becoming deteriorated in a grater degree than is due to reasonable use and wear thereof Contractor will forthwith replace the same with other materials of like qualify or repair and make good the same as required by the Divisional Officer and the materials so brought to replace the said materials so repaired and made good shall also be considered as security for the saidamount.

(5) 'Hurt the said materials shall not on any account be removed from the site of the said works except with the written permission of the Divisional Officer or anofficer authorized by him in thatbehalf

(6) That the said amount shall be payable in full when or before the Contractor receives payment, from the Government of the price payable to him for the said works under the terms and provisions of the said agreement PROVIDED THAT if any intermediate payments are made to the contractor on account of work done then on the occasion of each such payment the Government will be at liberty to make a recovery from the Contractors Bill for such payment by deducting there from in the value of the said materials (hen actually used in the construction and in respect of which recovery has not been made previously the value for this purpose being determined in respect of each description of material at (he rates at which the amount of the advances made under these presents were calculated.

(7) That if the Contractor shallat 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 suchdefaultbe repayable by the Contractor to the Government together with interest thereon attwelve

percent per annum from the date or respective dates of such advance or advances to the date or repayment and with all costs, charges, damages and expenses incurred by the Government in or for the recovery thereof or the enforcement of this security or otherwise by reason of (he default of the Contractor and any moneys so becoming due and payable shall constitute a debt due from the Contractor to the Government and the Contractor hereby covenants and agrees with the Government to repay and the same respectively to it accordingly.

(8) That the Contractor hereby charges all the saidmaterialswiththe repaymenttotheGovernmentofthesaidsumofRupees.....-..... (Rs.....) and any further sum or sums which may be advanced as aforesaidand all costs charges damages and expenses payable under these present PROVIDED ALWAYSand it is hereby agreed and declared that not withstandinganything 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 andthemoneyowingshallnotbepaidtoaccordingly.

Once therewith the Government may at any time thereafter adopt all or any of following courses as it may deem best ;-

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

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

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

(9) That except as is expressly provided by the presents interest on the aid advance shall not bepayable.

(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 settlementof which has not been hereinbefore expressly provided for the same shallbe referred to the Superintending Engineer ..... Circle whose..... decision shall be final and the provisions of the Indian Arbitration Act for the time being in force so far as they are applicable shall apply to any such reference.

Inwitnesseswhereofthe*-------—__.....on behalf of the GovernorofSindhandthesaid.....—.....-..... .. --have hereuntoset their respective hands and seals the day and first above written.

Signed, sealed and delivered by* In the presence of

Seal
1st witness 2nd witness

Signed, sealed and delivered by* In the presence of

Seal

1st Witness 2nd witness

SPECIFICATIONS

[Note for Preparing the Specifications]

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

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

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

Sample Clause: Equivalency of Standards and Codes

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

*DRAWINGS

*(Note: *The Engineer/Procuring Agency may incorporate specific Drawings for Bidding purposes only or may include the detailed drawings in a separate volume, ifnecessary).*

ENGINEER'S FACILITY

1. MEETINGS AND REPORTS

Approved representative of the contractor shall attend meetings at the office of the Engineer's Concern, when called upon, for the purposes of contract administration. Such meeting, unless otherwise agreed, shall not be less frequent than once a month.

2. I.T. FACILITATION

Contractor shall provide IT resource person with instrument / devices. The resource shall remain available with XEN (concerned) on full time basis. The contractor shall supply digital soft copies and color positive prints of photographs, not less than 200 mm by 225 mm size of such portion of the work in progress and completed. The soft copies of each photograph shall be delivered to the Engineer concern with the prints. No prints from these soft copies shall be supplied to anyone without the written permission of the engineer concern.

Video recording shall be taken for uploading on Social Media Sites through the Engineer concern. Uploading cost shall be borne by the contractor accordingly.

The contractor shall supply USB of each activity recorded at site of work to the Engineer Concern.

The contractor shall make available one digital camera with built in GPS, 20 X optical Zoom with 32 GB memory card for the sole use at site for the purpose of the project video recording + photographs all at his cost.

3. SURVEYING INSTRUMENTS AND SURVEYORS

The contractor shall provide and maintain the following minimum survey equipment on site for the sole use at site till the duration of the contract.

- Automatic Level.

- Level Staff.
- Ranging Rods.
- Tripod stand.
- Measuring steel Tape 100 ft.

The Contractor shall provide a competent and experienced surveyor with two assistants and necessary labor for the survey work.

The Contractor shall not be entitled to separate payment for the provision of the above equipment services, survey staff and their transport.

4. TRANSPORT.

The contractor shall provide vehicle (Crane Mounted Loading vehicle), round the clock at the disposal of engineer's concerned.

Necessary skilled and un-skilled labor & supervisor available on vehicle. The provision of I.T equipments for video recording / photography of the work or part of the Work, shall also available with vehicle.

Insurance for vehicle amount be comprehensive and includes, periodical maintenance / part replacement, if required and fuel, with wages of Driver & cleaner.

5. COST.

The cost for complying with engineer concern's Requirement is having no separate item in the bill of Quantities. No separate payment shall be made directly and the cost thereof shall be deemed to be included in the unit rates and prices of other items in the bill of quantities.

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SPECIFICATION

GENERAL SPECIFICATION

GENERAL	PAGE NO.
1. Standard Specifications	03
2. Drawings	03
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4. Material and Suppliers of Materials	03
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1. Site	07
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PARTICULAR SPECIFICATION

EARTHWORKS	PAGE NO.
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Concrete and Reinforcement **Page No.**

1. Cement 10
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ENGINEER'S REQUIREMENT **PAGE NO.**

1. Meetings and Reports 11
2. I.T. facilitation 11
3. Surveying instruments and surveyors 12
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5. Cost 12

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The work under the contract comprises of laying pipes and other civil, Electrical & Mechanical Works as shown in drawings & included in bill of quantities.

1. STANDARD SPECIFICATION.

Plant, material and workmanship shall comply with the requirements of British standard and Codes of Practice current at the time of bid.

All materials and workmanship not covered by code of practice or approved alternative shall be of such kind as is used in first class work and suitable for the climate in the area where the works are to be constructed, for which Engineer incharge's decision shall be binding.

2. Drawings.

Drawing which form part of the contract are attached in the contract Documents.

3. Record Drawings.

Within twenty-eight days of the issue of certificate of Completion, the contractor shall provide copies and drawings amended to comply with the work as built. These drawing shall include.

- General arrangement drawing of the structure, pipelines and other works.
- Longitudinal sections of the pipes and chamber's location (other then replacement or re-construction work) shall be as shown on the issued Drawings or as agreed by the Engineer Incharge.

4. MATERIAL AND SUPPLIERS OF MATERIALS.

Before ordering materials of any description intended for the works, the contractor shall obtain approval of the Engineer concern the name of the makers or suppliers proposed, a specification of the materials and details of their place of manufacture.

Materials used in the works which are, or can be in contact with the untreated waste water shall be suitable for such use and shall not contain any matter which could react with the organic and inorganic matter present in the waste water resulting any damaged deteriorating of the works and shall be in accordance with the standard for conveyance system of waste water.

5. PROGRAMME.

Before commencing the work the contractor shall submit to the engineer concerned for his approval a programme showing the order in which the proposes to carry out the works. The programme shall be in the form of a bar chart, or any other form as may be agreed by the engineer concerned, and shall clearly indicate the following.

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(a) The sequence of each activity, the proposed start and completion dates of each activity, the rate of progress and the cumulative quantity or percentage of work expected to be achieved on each activity.

The program shall also include details of the following;

(a) A statement giving the numbers and categories of supervisory and technical staff and skilled and unskilled workers to be employed on the works.

(b) A list and type details of major constructional plant (including vehicles) which the contractor proposes to engage on the works.

(c) The contractor shall submit to the engineer concerned for his approved detailed method statements for executing all major activities including but not limited to:

- Setting out of works.
- Excavation of dewatering..
- Disposal of suitable and unsuitable excavated materials.
- Concrete mixing, placing, compaction, finishing, curing.
- Backfilling.
- Placing reinforcement, forming construction and expansion joints and treatment.
- Laying and jointing of pipes.
- Materials and equipment to be used.
- Expected daily or weekly production and time required for completion.

(d) Details of the programme for the works (other than replacement & re-construction work) from the date of receipt of the engineer concern order to commence the works including a complete resources allocation showing the number of units and allotted time for each unit of constructional plant, materials and labor allocated to each part of the works.

6. Permit & Permission.

The contractor shall bring in the knowledge to Engineer concern sufficiently in advance about the permit and permission required from other agency / office, to enable the Engineer's Concern to make such arrangements. The contractor shall not commence any important part of work without the approval of the engineer concern.

7. WATER AND ELECTRICITY SUPPLY.

The contractor shall at his own cost make arrangement for the supply of water and electricity for the purposes of the works. The Employer may allow us of water from its

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mains, if available in the vicinity, as per commercial tariff applicable per 1000 gallons duly metered.

8. MEETING AND REPORTS.

Representative of the contractor shall attend monthly progress meeting at the offices of the Engineer concern. In addition, approved representatives of the of the contractor shall attend further meetings in cases of emergencies or for other reasons when called upon by the employer / engineer concern.

The contractor shall submit to the Engineer concern each month a report on his progress in the performance of the contract. The report shall include a copy of the approved programs with the current progress for each activity shown. No separate payment shall be made for this item. THE PROGRAMME SHOULD BE UPDATED TO SHOW HOW COMPLETION WILL BE ACHIEVED IF THEY ARE BEHIND PROGRAMME.

9. Contract Sign Board.

The contractor shall supply and erect contract signboards at location agreed by the engineer concern.

10. LEVEL DATUM.

All level stated shall be related to bench-marks established for design and shown on Drawing (Plan & Profile).

11. CONTAMINATION AND WATER SUPPLIES.

Before any person is engaged on work involving a risk to the purify of potable water supplies or deemed to involve such a risk by the engineer concern, he shall be tested to indicate that he is not a carrier of typhoid or other waterborne disease and he shall be informed of the dangers of contamination. The contractor shall notify the Engineers concern of any person who has been certified by a doctor as a suffering from an illness associated with the looseness of the bowels, and no such person shall be employed on such work until the employer's medical adviser is satisfied that it is safe for him to be so employed.

The Contractor shall comply with the provision of National Environmental Quality standards in the operation and management of his work.

The Contractor shall not run tracked or unsprang vehicles on surfaced roads without the express approval of the Engineer who may require that planking or some other protective material be used to protect the road surface.

12. EXISTING INSTALLATIONS

The Contractor shall execute the Works in such a manner as to avoid interruption and interference with the operation of the existing water and sewerage conveyance system,

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pumping stations and distribution systems, roads, highways existing quarters and mosque located adjacent to the Site.

Access to the existing facilities, private or public properties and businesses shall be maintained, to the satisfaction of the Engineer concern.

The Contractor shall ensure that no earth, debris or rock is deposited on existing conduits, structures, public or private roads or rights of way as a result of the Works and all vehicles leaving the Site shall be cleaned accordingly.

The Contractor shall be responsible for the safety and security of existing services encountered during the course of execution of works and any damage to existing installation and services due to Contractor's operations shall be made good at his risk and cost. The Contractor shall gather the information of all services which require protection and relocations, falls within the area of works, from SSGC, KESC, PTCL, KW&SC, Local, Provincial and National Authorities responsible for the roads and highways along or across the site and any other agencies. The contractor shall strictly comply with the safety and precautions requirements as deemed necessary by the owner of the services.

13. UNITS OF MEASUREMENT

All designs, drainage, specifications and manuals shall use FPS (lbs, ft,s) units and all measurements, dimensions and performance data shall be quoted in those units.

14. LANGUAGES

All drawings, instructions, signs, notices, name-plates etc. for use in the operation and maintenance of the completed works shall be in English.

Warning signs shall be in Urdu and English.

15. SITE INVESTIGATION RECORDS

The site investigation if deemed necessary by the Engineer, during the execution of the work shall be carried out by the Contractor, as provided for in the Contract.

16. SAFETY AND ENVIRONMENTAL REGULATIONS ON SITE.

The Contractor shall comply with all statutory and other regulations concerning the safety of his site staff, operatives, staff of the Employer and members of the public and protection of Environment, as a result of his operations.

17. TRAFFIC REQUIREMENTS

There shall be full compliance with the code of practice 'Safety at Street Works and Road Works. Additionally, there shall be full compliance with the relevant provisions of the Traffic Safety Measures for Road Works, as continued in the Traffic Signs Manual.

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All construction concerning works in, or access to, the main road / Shahrah shall be carried out in co-operation with the roads and police authorities. The Engineer shall be informed of any requirements of, or arrangements made with, the roads and police authorities.

Where the diversion or closure of any existing carriageway, foot way or public rights of way is temporarily necessitated by the Works, then an alternative shall be provided and maintained which shall be operational before any interference with the existing way takes place.

Emergency vehicle access to all properties shall be maintained at all times.

18. COSTS

The costs for complying with this section of specification and for all other works and services specified in the Specifications or shown on Drawings and for which there is no separate item in the Bill of Quantities, no separate payment shall be made directly and the cost thereof shall be deemed to be included in the unit rates and prices of other items in the Bill of Quantities.

CHAPTER 2- THE SITE

1. SITE

The extent of the Site is defined in specifications and the drawings. The Contractor shall not use the Site for any purpose not required by the Contract.

2. CLEARANCE AND REINSTATEMENT OF SITE.

The Contractor shall clear the Site of all vegetation, trees, hutments, obstructions, temporary structures, any organic / inorganic waste, heaps, dumps etc. to the extent required by the Engineer Concern for checking the setting-out) The Contractor shall also ensure that the parts of the Site to be occupied by the Works are clear and maintain the remainder of the Site as may be required for access and Works areas.

Work along roads shall not obstruct the traffic or block access to properties Where required temporary diversion with safety signs and warning lights shall be provided in consultation with the concerned roads department/agency.)

The Contractor shall remove the material arising from site clearance and dispose off it in a manner and at a location, away from the site and inhabitant areas, no obstruction shall be caused to the existing traffic and adjacent properties and no excavated material shall be dumped or stock pile at site but removed directly to disposal areas identified by the Contractor, to the approval of the Engineer.

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...of stationery shall be allowed to come neare...
than 1.5 m of the existing water, gas and sewage conveyance Pipeline/ structures. For this purpose such structures and pipelines shall be protected by erecting warning fence or barricades.

The Contractor shall fill and make good with appropriate materials those cavities and losses of soil which result from clearing the parts of the Site not subsequently to be occupied by the Works.

3. CONDITION OF SITE

The Contractor shall maintain the Site in a neat, tidy and healthy condition for the whole of such time as he is responsible for the care of the Works

4. PERMITS

The Contractor shall be fully responsible for obtaining necessary permits and permissions, except those normally obtained by the Employer or Engineer, prior to commencement of the Works.

5. COSTS

The costs for complying with this section of specification shall not be paid separately and shall be included in the Contractor's rates and prices of the Bill of Quantities unless other wise specified or provided for in the Bill of Quantities.

CHAPTER 3 - EARTHWORKS

1. EXCAVATION IN ROADS

Excavation in or across roads and streets shall be carried out with the permission of and in accordance with the operating procedure of the concerned road or Highway Agency/ Department.

2. SUPPORTING EXCAVATIONS

The sides of excavations shall be adequately supported at all times and, except where described in or permitted under the Contract, shall not be battered.

3. SAFETY OF EXCAVATION AND ADJACENT STRUCTURES.

The proposed Trunk Sewers of different sections are to be laid in the vicinity the existing services / structures. The Contractor shall provide support necessary to ensure the stability of the excavation and the existing services and other structures.

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4. SLIPS, FALLS AND EXCESS EXCAVATION.

The Contractor shall prevent slips and falls of material from the sides of the excavation.

The Contractor should make sure the availability of adequate resources at site to deal with any slips or falls situation. In the event of slips or falls occurring in the excavations, and where excavations are made in excess of the dimensions of the works, the voids so formed shall be filled by the Contractor. When such voids, in the opinion of the Engineer Incharge, may affect the stability of the ground for the support of the works, or of the adjacent structures and services, the Contractor shall fill the void solid with lean concrete. In other cases the Contractor shall fill the voids with selected excavated material placed and compacted to the approval of the Engineer Incharge. No additional cost shall be made for material fill to protect trench.

There shall be no additional payments for preventing slips, falls and excess excavation, beyond the excavation pay-line shown on drawings, and it deemed to be covered in relevant BOQ pay item for excavation.)

5. DEWATERING.

The Contractor shall keep all concrete works and pipeline excavation clear of water during construction. Water shall not be allowed to pond anywhere within excavations, Any drainage sumps required shall, where practicable, be sited outside the area excavated for the Works and shall be refilled with appropriate material to the level of the adjacent permanent works. The method of keeping excavations clear of water, dewatering, and disposal of water, shall be followed as directed by the Engineer concern.

The Contractor shall ensure that sufficient standby pumps are on Site at all times to avoid any interruption in continuity of the dewatering.

6. BACKFILL AND FILL

Unless otherwise specified or approved the material used for backfill and fill shall be material selected from the excavated material of particle size not exceeding 100 mm.

Backfilling shall not commence until the Works to be covered and after approval has been given by the Engineer for filling or backfilling to commence, the operation shall start immediately and shall continue until the work is completed in the part of the Works for which the approval is given.

7. COMPACTION OF FILL AND BACKFILL.

The Contractor shall deposit fill or backfill in layers of uniform depth not exceeding 200 mm thick and shall compact it by methods and with the use of such Constructional Plant as are necessary to achieve the degree of compaction specified.

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its moisture content lies within a range of values suitable for the fill material.

8. DISPOSAL OF SURPLUS MATERIAL

Surplus material shall be disposed of away from site. No surplus material shall be left at site / work place or dumped in the beds of river, drains and channels.

9. SURPLUS MATERIAL DUMPS

Surplus materials may be dumped at sites designated by Local Authorities/ City Govt for the purpose and according to their instruction.

10 CONSTRUCTION METHODS

Laying of pipes shall be carried out using only suitable excavation equipment / machinery of such types and in such numbers as is appropriate to a contract of the scale and complexity of this Contract. Use of vibratory or pneumatic equipment for excavation is not permitted unless specifically permitted by the Engineer Incharge. The heavy earthmoving equipment shall not be brought within a distance of 1.2 meter from the face of the existing / sewer conduit/ service and no equipment shall be allowed over these. Full details of the Contractor's proposed method of working and earth moving plant shall be provided in case of deployment of heavy machineries.

11 ROCK

During laying of pipes where rock is required to be excavated, before commencement of excavation in rock the Contractor shall demonstrate to the satisfaction of the Engineer his inability to excavate without resort to heavy percussion tools complete with rock bits, or hydraulic wedges. Where reasonable progress can be made with the aid of ripping tools the material will not be considered to be rock.

Use of jack hammers, and vibratory tools in proximity of existing services/structures shall only be allowed by the Engineer after determining the contractor inability to excavate such portion with the aid of ripping tools, all at the risk of contractor.

CHAPTER-4

1. CONCRETE AND REINFORCEMENT.

(a) CEMENT

Unless otherwise specified the cement used in the works shall be ordinary Portland cement (OPC). Complying with BS EN 197-1:2000, for the site shall be deemed to be at a tropical climate. The contractor shall obtained approval from engineer's concern for the use of cement at site.

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(b) AGGREGATES

Find aggregates shall consist of natural sand, while course aggregates for single sized aggregates to the nominal maximum size for the class of concrete shall be made up of 40mm, 20mm & 10mm single sized. (Where 40 mm nominal maximum size coarse aggregate is specified it shall consist of a mix of 40 mm single sized aggregate, 20 mm single sized aggregate and 10 mm single sized aggregate).

(c) REINFORCEMENT

All reinforcement shall be mild steel deformed bars confirming to ASTM. The reinforcement at the time of incorporation in the works shall be clean and free from damages, oil or grease, loose rust or mill scale.

The contractor shall place and fixed steel reinforcement accurately in the position show on drawing and shall ensure that it remains rigidly in that position during the placing of concrete.

(d) LEAN CONCRETE.

Lean concrete shall consist of ordinary portland cement and combined course and find aggregate mixed in the proportion by dry weight of one part of cement to twelve parts of aggregate. The amount of free water in the mix shall be about 06% of the total dry weight of material.

CHAPTER NO.5

1. MEETINGS AND REPORTS

Approved representative of the contractor shall attend meetings at the office of the Engineer's Concern, when called upon, for the purposes of contract administration. Such meeting, unless otherwise agreed, shall not be less frequent than once a month.

2. I.T. FACILITATION

Contractor shall provide IT resource person with instrument / devices. The resource shall remain available with XEN (concerned) on full time basis. The contractor shall supply digital soft copies and color positive prints of photographs, not less than 200 mm by 225 mm size of such portion of the work in progress and completed. The soft copies of each photograph shall be delivered to the Engineer concern with the prints. No prints from these soft copies shall be supplied to anyone without the written permission of the engineer concern.

Video recording shall be taken for uploading on Social Media Sites through the Engineer concern. Uploading cost shall be borne by the contractor accordingly.

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The contractor shall make available one digital camera with built in GPS, 20 X optical Zoom with 32 GB memory card for the sole use at site for the purpose of the project video recording + photographs all at his cost.

3. SURVEYING INSTRUMENTS AND SURVEYORS

The contractor shall provide and maintain the following minimum survey equipment on site for the sole use at site till the duration of the contract.

- Automatic Level.
- Level Staff.
- Ranging Rods.
- Tripod stand.
- Measuring steel Tape 100 ft.

The Contractor shall provide a competent and experienced surveyor with two assistants and necessary labor for the survey work.

The Contractor shall not be entitled to separate payment for the provision of the above equipment services, survey staff and their transport.

4. TRANSPORT.

The contractor shall provide vehicle (Crane Mounted Loading vehicle), round the clock at the disposal of engineer's concerned.

Necessary skilled and un-skilled labor & supervisor available on vehicle. The provision of I.T equipments for video recording / photography of the work or part of the Work, shall also available with vehicle.

Insurance for vehicle amount be comprehensive and includes, periodical maintenance / part replacement, if required and fuel, with wages of Driver & cleaner.

5. COST.

The cost for complying with engineer concern's Requirement is having no separate item in the bill of Quantities. No separate payment shall be made directly and the cost thereof shall be deemed to be included in the unit rates and prices of other items in the bill of quantities.

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