



**OFFICE OF THE
ASSISTANT INSPECTOR GENERAL OF POLICE
MOTOR TRANSPORT SINDH, KARACHI**

Tel # 021-99216175

BIDDING DOCUMENTS

**Repair/Renovation of
MOTOR TRANSPORT WORKSHOP, SINDH
at HYDERABAD (CFY 2025-26)**

Issued to:

M/s. _____

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INVITATION FOR BIDS

Date: 16/01/2026

Bid Reference No. 469/MT/GEN/2026/Karachi

Sealed tenders are hereby invited in accordance with Sindh Public Procurement Rules 2010 from the interested contractors/firms for following works of Police Department GoS:

S.No	Name of Article	Estd. Cost (millions)	Earnest Money	Tender Fee	Time for completion
1	Maintenance and Repair/Renovation work of MT Workshop Hyderabad.	Rs.3	2%	3,000/-	45 Days

TERMS & CONDITIONS

The blank tender forms will be downloaded from EPADS Official website after the date of publication

1. Sealed Tenders accompanied by the Pay Order as **Earnest Money 2% of total Bid Amount** in favor of **INSPECTOR GENERAL OF POLICE, SINDH** which must be received in Procurement Branch, **MT Sindh, workshop, PHQ South Garden, Karachi.** during working hours after payment of tender documents fee (non-refundable) up to last date of submission of bids i.e., 09 February 2026 till 1400 hours and tender will be opened on the same day at 1430 hours. Method of procurement shall be **SINGLE STAGE ONE ENVELOP.**
2. Interested bidders shall register themselves on SPPRA EPAD System at the given link: <http://Sindh.eprocure.govt.pk/#/supplier/registration> for submission of electronic bids (eBids).
3. Bidders must be registered with FBR & Sindh Revenue Board (SRB) with an "Active Status" which is mandatory for participation.
4. Contractors/firms are advised to quote rates on unit/job per Sft./Rft., basis. Any correction or overwriting in quoted price shall be a valid reason to reject the proposal.
5. Any offer valued over 3 million shall not be accepted.
6. The work calculation/REC may vary by (+) or (-) 5%.
7. Contractors/firms will be required to show evidence of experience, capability in respect of personnel/machinery, financial position etc., (profile of the firm).
8. Any Contractors/firms blacklisted by the Government Department/Agency shall not be allowed to participate in the tender/bid. The participating contractor/firm will have to submit an affidavit that they are not blacklisted by any of the Government Department/Agency.
9. The contractor(s) will have to provide a copy of CNIC, and the contracting firm will have to provide a certificate of registration with FBR.
10. Validity of bid/offer shall be at least 90 days from the date of opening of tender.
11. The Competent Authority reserves the right to reject all or any bid in accordance with rule 25 of SPP Rules.
12. The tender **will be** opened on the **given date and time i.e., 09th February 2026 at 1430 hours** in the office of the **Deputy Inspector General of Police, Technical & Transport Sindh, Central Police Office, I.I. Chundrigar Road, Karachi** in presence of Procurement Committee and contractors/bidders or their authorized representative through EPADS.

13. Any Tender without Earnest Money or short amount of Earnest Money or conditional tender will not be acceptable.
14. To submit the tender documents (online), PEC certificate, NTN, SRB Certificates, Copy of CNIC, Bank Statement previous Three Years Work Orders related to Maintenance & Repair Works must be attached with Schedule B.
15. The annual turnover / average annual financial turnover shall not less than three (03) million during last three (03) years and should have experience of similar nature of works (at least one work of 80% of the estimated cost or two works of 50% of the estimated cost) executed during three (03) years. Detailed Terms & Conditions are contained in Tender Documents.
16. All Bids should be valid for a period of 90 days, and no extra premium will be given to any bidder.
17. 8% Performance Security will be submitted at the time of signing contract agreement by the successful bidder.
18. The successful bidders who refuse or fail to execute the contract shall be liable to forfeit their bid security.
19. Every intending contractor should submit an affidavit to the effect that he is not involved in any litigation with any Procuring Agency and has not abandoned the work in any Government Department and has not been blacklisted by any Procuring Agency.
20. Any bidder that was previously declared blacklisted by the Government Department and later d-listed then such firm shall have to provide evidence of d-listing to justify their eligibility.
21. The Contractor/firms are advised to fully understand scope of work and quality/quantity. They may also visit the site to assess any additional/incidental work or requirement like electricity, water, or any other item, no extra cost will bear by the Police Department for such eventualities, nor will any extension in time be provided on such pretext.
22. The work will commence after approval of Competent Authority and subject to availability of funds.
23. The Procuring Agency may reject any or all bids at any time prior to the acceptance of a Bid under SPPRA Rules 2010 (Amended up-to-Date)

NOTE: - This NIT can be seen and downloaded from SPPRA EPADS Website at <https://portalsindh.eprocure.gov.pk/#/> & Sindh Police Website www.sindhpolice.gov.pk and can also be downloaded from above both websites.

SD/-
(SYED SALMAN HUSSAIN), PSP
Assistant Inspector General of Police
Motor Transport Sindh, Karachi
(Secretary Procurement Committee)
Tel: 021-99216175

INSTRUCTIONS TO BIDDERS & BIDDING DATA

Notes to the Instructions to Bidders

This section of 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 regarding submission of bids, its opening, evaluation, and 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

Notes: *(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 (here-in-after called "the Procuring Agency") wishes to receive Bids for the Works summarized in the Bidding Data (here-in-after 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 provincial own sources, 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) 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 of each performed in last three (03) to five (05) years.
 - iii) Detail of construction equipment.
 - iv) Qualification and experience of technical personnel and key site management.
 - v) Financial statement for last three (03) 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 not be responsible for those costs, regardless of the outcome of the bidding process.**

B. BIDDING DOCUMENTS

IB.4 Content of Bidding Documents

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

1. Instruction to Bidders & Bidding Data
2. Form of Bid, Qualification Information & Schedule of Bid
Schedules of 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 Program of Works
 - v) Schedule E: Method of Performing Works
 - vi) Schedule F: Integrity Pact (works costing Rs. 10 million and above)
3. Condition 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. Specification
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 / Procuring Agency' address indicated in the Bidding Data.**

- 5.2** An interested bidder, who has obtained bidding documents, may request for clarification of contents of bidding document 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

- 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 an interested bidder, modify the Bidding Documents by issuing an 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 offer interested bidders a 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 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 initiated, 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 themselves before Bidding as to the correctness and sufficiency of their 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 bidders are advised to obtain for themselves at their own cost and responsibility all information that may be necessary for preparing the bid and entering a Contract for execution of the Works.

IB.10 Bid Prices, Currency of Bid and Payment

- 10.1** The bidders 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 execution 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 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 fulfil 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 Work's Conformity to Bidding Documents

- 12.1** The documentary evidence of the Work's conformity to the Bidding Documents may be in the form of literature, drawings, data. 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 their bid, a Bid Security on the percentage (i.e., 2%) of bid price/estimated cost or an 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 favor of the Inspector General of Police Sindh, valid for a period up to twenty-eight (28) days beyond the bid validity date.
- 13.2** Any bid not accompanied by an acceptable bid security or value of found less than 2% of the offer shall be rejected.
- 13.3** The bid securities of unsuccessful bidders will be returned upon award of contract to the successful bidder.
- 13.4** The bid security of the successful bidder will be returned when the bidder will furnish the required Performance Security and signed the Contract Agreement.
- 13.5** The Bid Security may be forfeited, if.

- a) A bidder requests to withdraw their bid after opening but within the bid validity period or;
- b) Successful bidder fails to furnish performance security or;
- c) Successful bidder fails to sign the contract or;
- d) A bidder does not accept the correction of the quoted amount following the correction of arithmetic errors or;
- e) A bidder found blacklisted by any agency of Federal or Provincial Government.

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, the Procuring Agency may request the bidders to extend the period of validity for an additional period. The request and the bidder's responses shall be made in writing. A Bidder may refuse the request without forfeiting their Bid Security. A Bidder agreeing to the request will not be required or permitted to modify their 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 to the Form of Bid except in filling in the blanks as directed. If any alteration is made or if these instructions are not fully complied with, the bid may be rejected.**
- 14.5 Each bidder shall prepare and submit one original, and one copy of the documents comprising the bid as described in IB.8 and clearly mark them "ORIGINAL" and "COPY". In the event of discrepancy between them, the original shall prevail.**
- 14.6 The original and the 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 authorizing 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 to the address of the procuring agency given in Bidding Data.**

D. SUBMISSION OF BID

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

- 15.1 Bids must be uploaded on SPPRA EPAD and received by the Procuring Agency at the address/provided in Bidding Data not later than the time and date stipulated in NIT & Bid Data Sheet.**

- 15.2 The inner and outer envelopes shall:**

- a) Be addressed to the procuring agency at the address provided in the Bid Data Sheet.
- b) Name and identification number of the Contract as defined in the Bidding and Contract Data.
- c) Provide a warning not to open before the date/time of bid opening as defined in the Bidding Data Sheet.
- 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 will be returned unopened.**

- 15.5 Any bidder may modify or withdraw their 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, Evaluation & Clarification (SPP Rules 41, 42 & 43)

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

16.2 Bidder name, bid prices (offer), 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 considered 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 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, their bid shall be rejected, and submitted Bid Security shall be confiscated.

16.5 A Bid determined as substantially NON-RESPONSIVE will be rejected and will not subsequently be made responsive by the bidder by correcting 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 not been properly signed.
- ii) is not accompanied by the bid security of required amount and manner.
- iii) stipulating price adjustment when fixed price bids were call for;
- iv) failing to respond to specifications.
- v) failing to comply with Milestones/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 etc.
- 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 affects in any substantial way the scope, quality, or performance of the works.
 - b.) adoption/rectification would affect unfairly the competitive position of other bidders presenting substantially responsive bids.

(B) 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 the complete scope of the work. The prices will be compared based on 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 data submitted with the bid in Schedule B 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, following factors (adjustments) in the manner and to the extent indicated below to determine the Evaluated Bid Price:

- i) making any correction for arithmetic error pursuant to IB16.4 hereof.
- ii) discount, if any, offered by the bidder as also read out and recorded at the time of bid opening.
- iii) excluding **provisional sums** and provisions for **contingencies** in the Bill of Quantities **if any**, but including **Day Work**, were 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 three (03) 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 the bidders to influence Engineer/Procuring Agency in the Bid evaluation, bid comparison or Contract Award decisions may result in the rejection of their Bid. Whereas any bidder feeling aggrieved may lodge a written**

complaint to the Complaint Redressal Committee as per the terms and conditions mentioned in SPP Rules 31. However, the mere fact of lodging a complaint shall not warrant suspension of the 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:

- 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 contractors' 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 a 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 consider the bidders' financial and technical capabilities. It will be based upon an examination of the documentary evidence of the bidder's qualifications submitted under IB.11, as well as 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 perform the Contract satisfactorily in accordance with the provisions of the IB.18.

- 19.2** Notwithstanding 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, any time prior to award of contract without incurring any liability to the affected bidders on cancellation of bidding process. The procuring agency shall, upon request by any of the bidder communicate to such bidder, grounds for the cancellation of bidding process, but is not required to justify such grounds (SPP Rule 25).

IB.20 Notification of Award & Signing of Contract Agreement

- 20.1** Prior to expiration of the period of prescribed bid validity, the Procuring Agency will notify the successful bidder in writing ("Letter of Acceptance") that his bid has been accepted.
- 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.
- 20.2** The formal agreement between the Procuring Agency and the successful bidder duly stamped at rate of 0.35% 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 or 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 (07) 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. Failure to provide such an Integrity Pact shall make the bid non- responsive (SPP Rule 89).

BIDDING DATA

ITB #	
IB.1.1	<p>Name of Procuring Agency: ASSISTANT INSPECTOR GENERAL OF POLICE, MOTOR TRANSPORT SINDH</p> <p>Brief Description of Works: REPAIR/RENOVATION WORK OF MT WORKSHOP HYDERABAD, POLICE HEAD QTR SADDAR BAZAR HYDERABAD,</p>
IB.5.1	<p>a) Procuring Agency's address: Office of Assistant Inspector General of Police Motor Transport Sindh, Karachi Police Headquarter South, Garden Karachi Tel: 99216175</p> <p>b) Designated Engineer: Afsar Shah In-Charge Maintenance & Repair, Police Works CPO Cell: 0336-5554412</p>
IB.10	Bid Price, Currency & Payment
IB.11.2	<p>Financial, technical & constructional capabilities of bidders with documentary evidence</p> <p>a. Must have average annual turnover worth PKR three (03) million for last 3 years (<i>bank statement for the period starting from 1st July 2022 up to 30 June 2025 will be required</i>).</p> <p>b. Must be registered with FBR & GST/SRB (<i>copy of certificates required</i>).</p> <p>c. Have PEC valid license in appropriate Category.</p> <p>d. Works order for last 3 years having minimum value of PKR two (03) million (<i>copy of minimum 3 work orders required for evidence</i>).</p>
IB.12	Detail description of works
IB.13	Bid Security
IB.14.1	Bid Validity Period (days):
IB.14.5	Number of copies to be submitted
IB.15.1	Address for submission of bids
	<p>Bid shall be quoted entirely in PAK Rupee; payment will be made in PAK Rupee</p> <p>As per Schedule B</p> <p>2% of offered cost in the form of Deposit at Call/ Payee's Order or a Bank Guarantee issued by a Scheduled Bank in Pakistan, in favor of the Inspector General of Police, Sindh valid for a period up to twenty-eight (28) days beyond the bid validity date.</p> <p>90 days (minimum)</p> <p>Total two (02) copies, one original clearly marked "ORIGINAL" & one copy clearly marked "COPY" within sealed envelopes.</p> <p>Office of Deputy Inspector General of Police Technical & Transport Sindh, 4th Floor Central Police Office, I. I. Chundrigar Raod, Karachi</p>

Deadline for Submission of Bids	Time 1400 hrs., on 09/02/2026 (submission)
Venue, Time, and Date of Bid Opening	Office of Deputy Inspector General of Police Technical & Transport Sindh, 4 th Floor Central Police Office, I. I. Chundrigar Raod, Karachi Tel: 99212683
	Time 1430 hrs., on 09/02/2026 (opening)
IB.16.4 Responsiveness of Bids	<ul style="list-style-type: none"> i) Bid should be valid for 90 days (at least). ii) Bid prices are firm during currency of contract. iii) Bidder shall be eligible to bid and possess the requisite experience, capability & qualification. iv) Bidder shall not deviate from basic technical requirement. v) Bids shall be in order, etc.
IB.21 Performance Security	@ 8% of offered cost to be submitted by the successful bidder <i>(after receipt of letter of acceptance and before signing of the contract)</i> .
Type of contract	Fixed price contract*

Note: *Procuring agency can adopt either of two options (select either of them)*

Fixed price contract: In these contracts no escalation will be provided during the currency of the contract and normally period of completion of these works is up to 12 months.

Price adjustment contract: In these contracts no escalation will be paid only on those items and in the manner as notified by Finance Department, GoS after bid opening during currency of the contract.

FORM OF BID AND SCHEDULE OF 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 for the execution of the above-named works, we, the undersigned, being a company doing business under the name of and address [..... **name & address of the participating bidder**.....] and being duly in corporate under the laws of Pakistan hereby offer to execute and complete such works and remedy any defects there in in conformity with the said Documents including Addenda thereto for the Total Bid Price of Rs [..... **Bid price**] including all applicable taxes or such other sum as maybe 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 under takings and obligations of this Bid, we submit herewith a Bid Security in the amount of [..... **Amount of bid security**] drawn in your favor 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 stated in Contract Data.
5. We agree to abide by this bid for the period of ninety (90) days from the date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
6. Unless and until a formal Agreement is prepared and executed, this Bid, together with your written acceptance thereof, shall constitute a binding contract between us.
7. We undertake, if our bid is accepted, to execute the Performance Security referred to in the 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 ***** 2026

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

<u>Sr.#</u>	<u>Page No.</u>
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2. Schedule of Prices (detailed schedule of prices / BOQ)	30

* [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 **Système Internationale** d'Unités (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

SCHEDULE – A TO BID

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 there to which may affect the bid price.

*(b) The Contractor shall be responsible for making 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 is 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) Civil works	
	(B) Electric works	
	(C) Sanitary works	
	(D) Non schedule items (if any)	
Total Bid Price (The amount to be entered in Paragraph 1 of the form of Bid) (In Words)		

SCHEDULE OF PRICES

Item No.	Description	Qty.	Unit Rate (Rs)	Total Amount (Rs)
1	(A) Civil works			
2				
3				
4				
5				
6				
7				
8				
9				
1	(B) Electric works			
2				
3				
4				
1	(C) Sanitary works			
2				
3				
1	(D) Non schedule items (if any)			
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 Rules				

NAME OF WORK: MAINTENANCE & REPAIR WORK OF MT SECTION HYDERABAD.							
DETAILED COST ESTIMATE							
Civil works schedule items:							
S.NO	Descriptions	Nos	length	weidtl	ht	Unit	total area/quantity
1	Dismantling cement concrete plain 1: 2: 4: (SI-19-C/P-20) roof of block.	1	24	45	0.5	Cft	540
			Total			Cft	540
	at Rs. 133.08 per Cft	133.08	x	540	P/Cft	Rs	71,863
2	Filling, watering and ramming earth under floor, with new earth (Excavated from outside) lift upto 5 ft and lead upto 10 miles including cost of earth. (SI-22 / P-17)						
	water tank	1	24	18	4	Cft	1728
			Total			Cft	1728
	at Rs. 47.02 per Cft	47.02	x	1728	P/Cft	Rs	81,251
3	Cement concrete plain including placing compacting, finishing and curing, complete (including screening and washing at stone aggregate without shutring.Ratio. 1:2 :4 (SI-5f / P-25)						
	water tank	1	24	18	0.5	Cft	216
			Total			Cft	216
	at Rs. 47.02 per Cft	443.54	x	216	P/Cft	Rs	95,805
4	Pacca brick work in ground floor in Cement sand mortar 1:6. (SI-05/P-30).						
	Long walls of washrooms	3	8	0.75	10	Cft	180
	short walls of washrooms	4	5	0.75	10	Cft	150
	parapit short long	1	50	0.75	5	Cft	188
			Total			Cft	518
	at Rs. 381.18 per Cft	381.18	x	518	P/Cft	Rs	197,451
5	Applying floating coat of Cement 1/32" thick. (SI No:14-ii / P-52)						
	long walls of Bathrooms	3	8		10	Sft	240
	short walls of Bathrooms	4	5		10	Sft	200
			Total			Sft	440
	at Rs. 22.63 per Sft	22.63	x	440	P/Sft	Rs	9,957
6	Cement plaster 1:3 upto 12' height. (SI No:10-C / P-38)						
	long walls of Bathrooms	3	8		10	Sft	240
	short walls of Bathrooms	4	5		10	Sft	200
	ceiling of block	2	16	90		Sft	2880
	compound wall	2	90		10	Sft	1800
			Total			Sft	5120
	at Rs. 55.87 per Sft	55.87	x	5120	P/Sft	Rs	286,054
7	Preparing the surface and painting with matt finish l/c rubbing the surface with Bathy (silicon carbide rubbing brick) filling the voids with zink /chalk / plaster of paris mixture, applying first coat premix, making the surface smooth and then painting. (SI No:36-A / P-40)						
	Long walls DSP Office	2	18		14	Sft	504
	short walls DSP Office	2	16		14	Sft	448
	long wall of DSP side room	2	18		14	Sft	504
	short wall of DSP side room	2	16		14	Sft	448
	long wall of OIC room	2	18		14	Sft	504
	short wall of OIC room	2	16		14	Sft	448
	long wall of Line officer room	2	18		14	Sft	504
	short wall of Line officer room	2	16		14	Sft	448
	long wall of English Branch	2	18		14	Sft	504
	short wall of English Branch	2	16		14	Sft	448
	long walls of Bathrooms	3	8		10	Sft	240
	short walls of Bathrooms	4	5		10	Sft	200
	ceiling of block	2	16	90		Sft	2880

	compound wall	2	90	10	Sft	1800
			Total		Sft	9880
	at Rs. 49.27 per Sft	49.27	x	9880	P/Sft	Rs 486,788
8	Laying floors of approved coloured glazed tiles 1/4" thick floor of approved color & size jointing in white cement and laid over 1:2 cement sand mortar 3/4" thick including grouting with matching color and finishing. (SI-25/P-46)					
	washrooms floor	2	5	8	Sft	80
	at Rs. 325.40 per Sft	325.40	x	80	P/Sft	Rs 26,032
9	Laying floor of approved with glazed tiles 1/4" thick dado of approved color & size jointing in white cement and laid over 1:2 cement sand mortar 3/4" thick including grouting with matching color and finishing. (SI-24/P-45)					
	long walls of washrooms	4	8	5	Sft	160
	short walls of washrooms	4	5	5	Sft	100
			Total		Sft	260
	at Rs. 389.36 per Sft	389.36	x	260	P/Sft	Rs 101,234
10	Providing & Laying Full Body Porcelain Tile 24"x24"x5/16" in Flooring or Facing of Approved Design Set in Gry Cement Motor 1:2 or of 3/4" Thickness 1/C Washing & Joints With White Cement Slurry Using Colour Pigment for matching complete as per Specification. (SI-28 vii-ix/P-46)					
	floor of DSP office	1	16	18	Sft	288
	skirting DSP office	2	18	0.66	Sft	24
	skirting DSP office	2	16	0.66	Sft	21
			Total		Sft	333
	at Rs. 439.57 per Sft	439.57	x	333	P/Sft	Rs 146,377
11	Providing & fixing false ceiling of thermopile in panels of required design and size including frame work of Aluminum T-section hanged with nail wire to ceiling etc: completed. (SI-43 /P-43)					
	ceiling of DSP office	1	16	18	Sft	288
	at Rs. 216.75 per Sft	216.75	x	288	P/Sft	Rs 62,424
12	Supplying & fixing in position Aluminum channels framing for sliding windows & ventilators of made with 5 mm thick tinted glass glazing (Belgium) & Aluminum fly screen 1/c handles stoppers & locking arrangement etc. complete. (b) Deluxe model (Bronze). (SI-84-b/P-83)					
	windows	2	4	4	Sft	32
			Total		Sft	32
	at Rs. 2386.73 per Sft	2386.73	x	32	P/Sft	Rs 76,375
13	Providing and fixing in position doors, windows and ventilators of first class deodar wood frames, and 1-3/4" thick commercial ply veneer shutters of first class deodar skeleton (Solid Door) and commercial ply wood (3 ply) on both sides includinghold fasts, hinges, iron tower bolts, handles and cleats with cord and one Mortice lock and hooks.					
	washroom doors	2	2.5	7	Sft	35
			Total		Sft	35
	at Rs. 2998.14 per Sft	2998.14	x	35	P/Sft	Rs 104,935
14	Providing and fixing with bitumen felt paper of 60 Lbs over roof i/c cleaning of roof with wire brush an removing dust, applying bitumen coat at the rate of 34 Lbs per P.Sft as premix inter coats and then laying felt paper with 10% over laps, then applying and spreading hill sand at the rate of 1 cft for 100 sft. The cost also i/c necessary fore material, kerosene oil, wood etc: (SI-41 / P-43)					
	roof of blocks	2	24	90	Sft	4320
	at Rs.95.62 per Sft	95.62	x	4320	P/Sft	Rs 413,078
15	P/L Pre cast RCC beam / slab roof by using pre coat beams of required size & no and precast slab of size 4.0x2.0x0.25 after leveling of wall by CC erection of beams & slab, filling joints in cement sand mortar including fabrication as directed by the Engineer Incharge.					
	wahrooms roof	1	12	14	Sft	168
	at Rs.280 per Sft	280	x	168	P/Sft	Rs 47,040

16	Providing and laying 1" thick topping of cement concrete (1:2:4) including Surface finishing and dividing into panels: (SI-16-d / P-45)	1	24	90	Sft	2160
	roof of blocks	2	3	80	Sft	480
	oil changing area pavers			Total	Sft	2,640
	at Rs.145 per Sft	145	x	2640	P Sft	Rs 382,800
17	Providing & fixing cement paving blocks flooring having size of 197 x 97 x 60 (mm) of city /quddra /cobble shape with natural colours . having strength b/w 5000 PSI to 8500 PSI i/c filling the joints with hill sand over a bed of 2" thick hill sand or stone dust and laying and compacting in specified manner/ pattern and design etc complete.(SI-67 / P-50)	2	3	80	Sft	480
	oil changing area pavers	197.48	x	480	P Sft	Rs 94,790
	at Rs.197.48 per Sft					
	Grand Total Amount of Part-A:					2,684,254
	10% below on total amount of items no.(8, 9, 10, 11, 12, 13)					51,738
	Grand Total Amount of Part-A:					2,632,517

Electrical Works Schedule items Part-B:							
S.NO	Descriptions	Nos	length	width	height	Unit	total area/quantity
1	Wiring for light or fan point with 3/.029 PVC insulated wire in 20mm. (SI-102 P-236)	1	x	30		Each	30
	light & fan points		Total			Each	30
	at Rs. 6573.50 Each	6573.50	x	30	Each	Rs	197,205
2	Providing and laying (Main or sub main)PVC insulated with size 2-7/.29. (SI-10 P-229)	1	x	100		Rft	100
	wiring		Total			Rft	100
	at Rs. 400.92 P Rft	400.92	x	100	Rft	Rs	40,092
3	Providing and laying (Main or sub main)PVC insulated with size 2-7/.044. (SI-12 P-229)	1	x	100		Rft	100
	wiring		Total			Rft	100
	at Rs. 660.91 P Rft	660.91	x	100	Rft	Rs	66,091
4	Providing & fixing circuit breaker 6, 10, 15, 20, 30, 40, 50 & 63 SP (TB-5S) on prepared board as required (SI-178/P-243)	1	x	30		Each	30
	breakers		Total			Each	30
	at Rs. 2504.12 Each	2504.12	x	30	Each	Rs	75,124
	Grand Total Amount of Part-B:						378,512
	15% below on total amount:						56,777
	Grand Total Amount of Part-B:						321,735

Sanitary Works Schedule items Part-C:							
S.NO	Descriptions	Nos	length	width	height	Unit	total area/quantity
1	Providing and fixing squatting type white glazed earthen ware W.C pan with front flush inlet & complete with including the cost of flushing cistern with internal fitting and flush pipe with bend and requisite number of holes in walls plinth & floor pipe connection & making good in cement concrete 1:2:4 (23 inch) (SI-1a-i P-184)	1	x	1		Each	1
	WC		Total			Each	1
	at Rs. 10440.50 Each	10440.50	x	1	Each	Rs	10,441
2	Supplying & fixing earthen ware European commode set (Porta /USA Make) coupled with flush tank & seat cover complete with internal fittings, fixtures, clamps, necessary lead connection and making requisite No of holes in wall plinth or floor for pipe connection & making good in c.c. 1:2:4 as directed by the Engineer Incharge						

commode	1	x	1	Each	1
		Total		Each	1
at Rs. 12300 Each	12300.00	x	1	Each	12,300

3 Providing and fixing 24x18" lavatory basin in white glazed earthen ware complete with &c including the cost of W.I. or C.I. cantilever bracket 6 inches built into wall, painted white in two coats after a primary coat of red lead paint, a pair of 1/2" dia chrome plated pillar taps, 1-1/2" rubber plug & chrome plated brass chain 1-1/4" dia malleable iron brass traps malleable iron or brass unions and making requisite number of holes in walls, plinth & floor for pipe connection & making good in cement concrete 1:2:4 (Standard Pattern) (Karam Ceramics). (SI-8 /P-187)

wash basin	1	x	2	Each	2
		Total		Each	2
at Rs. 9495.14 Each	9495.14	x	2	Each	18,990

4 Supplying & fixing wash basin mixture of superior quality with C.P. Crystal head 1/2" dia (SI-14-b /P-199)

basin mixture	1	x	1	Each	1
		Total		Each	1
at Rs. 4890.60 Each	4890.60	x	1	Each	4,891

5 Supplying & fixing swan type pillar cock of superior quality with Single C.P. head 1/2" dia. (SI-16-a /P-199)

pillar cock	1	x	4	Each	4
		Total		Each	4
at Rs. 1029.60 Each	1029.60	x	4	Each	4,118

Grand Total Amount of Part-C:	50,740
10% below on total amount:	5,074
Grand Total Amount of Part-C:	45,666
Grand total amount of Part A+B+C+D:	2,999,917
in Million:	3.000

(INCHARGE MAINTENANCE & REPAIR)
POLICE WORKS, CPO, SINDH, KARACHI.

SCHEDULE – C TO BID

WORKS TO BE PERFORMED BY SUB-CONTRACTORS*

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 (attached 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

SCHEDULE – D TO BID

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, years completed and name & address of the clients.

PROPOSED PROGRAM OF WORKS

Bidder shall provide a program 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 program should indicate the sequence of work items and the period during which he proposes to complete the works including the activities like designing, schedule of submit al 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.

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.
- Organization chart indicating head office & field office personnel involved in management, supervision, and engineering of the Works to be done under the Contract.

(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 from Procuring Agency (PA) except that which has been expressly declared pursuant hereto.

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

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

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

[Procuring Agency]

[Contractor]

CONDITION OF CONTRACT

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CONDITIONS OF CONTRACT

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CONDITIONS OF CONTRACT

1. GENERAL PROVISIONS

1.1 Definition

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, Time & 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 organizations. 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, licenses 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 Authorized 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, labor, 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) Ionizing radiations, or contamination by radioactivity 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 Program

Within the time stated in the Contract Data, the Contractor shall submit to the Engineer/Procuring Agency a program 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 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 completed.

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 Maintenance 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 labor 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 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 minimize 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 because of any of the Procuring Agency 's Risks, the Contractor shall be entitled to the amount of such Cost. If because 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 itemized 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 60 days 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 demobilize 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 demobilize 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 demobilization 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 to the Contract.

Unless the loss or damage happens because of any of the Procuring Agency's Risks, the Contractor shall indemnify the Procuring Agency, or his agents against all claim, 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 giving the notice.

After termination, the Contractor shall be entitled to pay 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 kick back 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 because 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**

Assistant Inspector General of Police

Motor Transport, Sindh

1.1.5 **The Contractor means**

Any successful bidder

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**

Mr. Irfan Ali Dahar

Executive Engineer, Police Works

PHQ South Garden, Karachi

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**

Mr. Irfan Ali Dahar

Executive Engineer, Police Works

PHQ South Gard, Karachi

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 **Program:**

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

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

7.4 Amount payable due to failure to complete shall be 0.07% 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**

Not Applicable.

9.1 Period for remedying defects

10.2 (e) Variation procedures:

Day work rates_____

_____(details)

11.1 Terms of Payments

a) Mobilization Advance (Not Applicable)

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 enough in the final bill to enable recovery of the Mobilization Advance.

OR

b) 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 any), 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 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 affected 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 by making deduction entries in the column; — deducted 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.
- (iv) Retention money and other advances are to be recovered from the bill submitted by contractor.

11.2 Valuation of 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: _____

* *(Procuring Agency to specify as appropriate)*

** *(It must be in the Province of Sindh)*

STANDARD FORMS

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
address: _____

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,
- (3) 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 fulfillment 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.

Witness

1. _____

Corporate Secretary
(seal)

2. _____

Name, Title & Address

Guarantor (Bank)

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 20__ 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 witnessed 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 Contractor

Signature of the Procuring Agency

(Seal)

(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 contract for _____ (particular 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 _____ (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 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.

Witness

1. _____

Corporate Secretary (seal)

2. _____

Name, Title & Address

1. Signature

2. Name

3. Title

Guarantor (Scheduled Bank)

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 given time).

This INDENTURE made the.....day of.....-202.... 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 thefor an advance to him of Rupees----- (Rs.....) on the security of materials absolutely belonging to him and brought by him to the site of the said works the subject of the said agreement for use in the construction of such of the said works as he has undertaken to execute at rates fixed for the finished work (inclusive of the cost of materials and labour and other charge) AND WHEREAS the 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.Form. 17.A

on----- —and on such covenants and conditions as are herein after contained and the Government has reserved to itself the option of marking any further advance or advance 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 follows:

- (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
- (2) That the materials detailed in the said Running Account Bill (B) which have been

FinRFormNo.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 greater degree than is due to reasonable use and wear thereof Contractor will forthwith replace the same with other materials of like quality or repair and make good the same as required by the Divisional Officer and the materials so brought to replace the said materials so repaired and made good shall also be considered as security for the said amount.
- (5) 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 notwithstanding anything in the said agreement and without prejudice to the powers contained therein if and whether the covenant for payment and repayment hereinbefore contained shall become enforceable and the money owing shall not be paid to accordingly.

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

- (a) Seize and utilize the said materials or any part thereof in the completion of the said works on behalf of the Contractor in accordance with the provisions in that behalf contained in the said agreement debiting the Contractor with the actual cost of effecting such completion the amount due in respect of advances under these presents and crediting the Contractor with the value of work done as he had carried it out in accordance with the said agreement and at the rates thereby provided. If the balance is against the Contractor, he is to pay the same to the Government on demand.
- (b) Remove and sell by public auction the seized materials or any part thereof and out of the moneys arising from the sale retain all the sums aforesaid repayable to the Government under these presents and pay over the surplus (if any) to the Contractor.
- (c) Deduct all or any part of the moneys owing out of the security deposit or any sum due to the Contractor under the said agreement.
- (9) That except as is expressly provided by the presents interest on the 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 in the presence of

Witness

Witness

(Name, Title and Address)

(Name, Title and Address)

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 material unless provided for otherwise in the contract.

Samples of specifications from like 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)