



# **KARACHI WATER & SEWERAGE CORP.**

## **OFFICE OF THE ACCOUNTS OFFICER (ADP)/SEC.**

1<sup>st</sup> Floor Block-C, Karsaz Shahrah-e-Faisal Karachi

### **NOTICE INVITING TENDER**

The **KW&SC**, invites e-bid through “**EPADS**” of SPPRA under Single-Stage, Single-envelope method in accordance of **Rules-17(1)&(1A)** and **Rule-46(1)** of **SPP Rules-2010** and amended to date, from the interested / eligible Contractor(s) / Firm(s), for the following works:-

S#	Name of work	Estimated Cost	Bid Security of the E/Cost	Valid PEC's Registration & Specialization	Tender Fees
1	WATER SUPPLY LINE WITH ALL EQUIPMENTS AND DRAIN / NALLAH SEWERAGE LINE AT SHERPAO, MUSLIMABAD & MUZAFFARABAD MALIR (REVISED) ADP #1689/2025-26	<b>Rs. 404.990 Million</b>	5%	C-3 or above (CE-09, CE-10)	5,000
2	WATER SUPPLY LINE WITH ALL EQUIPMENTS AND SEWERAGE LINE AT MAJEED COLONY MALIR (REVISED) ADP #1690/2025-26.	<b>Rs. 257.690 Million</b>	5%	C-3 or above (CE-09, CE-10)	5,000
3	WATER SUPPLY LINE WITH ALL EQUIPMENT AND SEWERAGE LINE DRAINS / NALLAH AT CATTLE COLONY MALIR (REVISED) ADP #1691/2025-26	<b>Rs. 212.520 Million</b>	5%	C-3 or above (CE-09, CE-10)	5,000

- Scope of Work:** Repair & Maintenance works required for water / sewerage system, to keep smooth functioning /operation round the clock.
- Eligibility:** Valid registration with Sindh Revenue Board (**SRB**), Federal Board of Revenue (**FBR**) & on active Tax Payer list (ATL). Valid registration of Pakistan Engineering Council (**PEC**) along with field specialization in (**CE-09/10**).

#### **3. Qualification (To be applied separately for each of the work scheme):**

- Possess technical experience / past performance of carrying-out (**5**) similar nature of Civil Construction works along-with its completion reports during last Five years (**from-July 2020 to June 2025**).
- At least one similar nature work having minimum cost @ **80%** of the estimated cost of the work or at least two similar nature work having minimum cost @ **50%** of the estimated cost.
- Bidder firm must submit Income Tax return of last three years and Financial Audit report last Five years. The average annual financial Turn-over should not be less than equivalent cost of the estimate during last five years.
- Provide details of required machinery, specify its ownership or on-rental arrangement and details of Engineers (P.E from PEC) / technical staff within the firm, as specified in the “**the bidding document**.”
- All above information shall be uploaded on “**E-PADS**” website in proper manner along-with company profile with complete Bidding Documents, to assess the eligibility of a contractor firm. If a firm fails to comply with any of the criteria above, it shall be considered “**FAILED**” and eliminated from detail evaluation process, irrespective to its position in the financial proposal or at bid opening.

**4. Terms & Conditions of the “NIT”.**

- i. Affidavit that the firm has never been “**black listed**” duly notarized on current dated.
- ii. The participant must quote the rates both in word and figures.
- iii. In case of more than one bidder quoted same lowest price in a bid, the overall most-advantageous bid will be considered (*relevant experience & technically compliant*).
- iv. It is clarified that quoted rates beyond “two decimals” shall not be considered; only two decimals will count in the evaluation process.
- v. The Bid Security of each work as mentioned in the “**NIT**” should be made from the firm's account by the Bidder. The name of the company / firm must be embossed / mentioned on pay-order and shall be upload its image with Bid document.
- vi. “**Integrity Pact**” duly signed with official seal on a stamp paper worth **Rs.100/-** should be upload with the Tender / Bid.
- vii. The complete Bidding documents should be signed along-with company stamp.
- viii. The bidder shall submit non-refundable Tender(s) cost of each work as mentioned in the “**NIT**” in the shape of Pay-Order from any scheduled bank of Pakistan in favor of “**Karachi Water & Sewerage Corporation**” before the time of the announcement.
- ix. The Joint Venture is allowed with a maximum number of two (02) partners.

**5. Method of Procurement:** (Single Stage, one envelope procedure) under **Rule-46(1)** advertised under **Rule-17(1) & (1A)** as per SPP Rules-2010 (Amended to-date).

**6. Bidding / Tender Documents:**

- (i) **Bidding / Tender Documents:** Bidding documents shall be downloaded from the website of “**EPADS**” (<http://portalsindh.eprocurement.gov.pk>) of SPPRA Sindh.
- (ii) **Bid Submission date:** Bid shall be upload / submit on the website of “**EPADS**” SPPRA Sindh from the date of hoisting to **12-02-2026 at 11:00 AM**.
- (iii) **Download / Announcement of bid and Venue:** All downloaded bids shall be announced on **12-02-2026 at 11:30 AM** in the office of the “**Accounts Officer**” (ADP) / Secretary KW&SC first floor Block “C” 9<sup>th</sup> Mile Karsaz Shahrah-e-Faisal Karachi, in the presence of the procurement committee as well as presence of the Contractor(s) or their representative, if desired.

**7. Bid Security:**

The bidder shall upload image of “**Bid Security**” prepared of the fixed amount in shape of Pay-order / Call Deposit Receipt made from any scheduled Bank of Pakistan in favour of “**Karachi Water & Sewerage Corporation**” and original Bid security / pay-order shall be submitted in sealed envelope showing name of firm along-with name of work, in the office of the **Accounts Officer**” (ADP) / Secretary KW&SC, before announcement / opening of the Bid.

**8. Funding Position:** Sindh Govt ADP Program (Budget Allocation for Financial Year of **2025-2026**).

**9. Under following conditions bid will be rejected.**

- i. Conditional bids.
- ii. Bid not accompanied by bid security of required amount and form of Bid not filled / unsigned.
- iii. Bid uploaded / submitted after specified date and time.
- iv. Black listed firm.
- v. Submitted documents, if found forged at any stage.
- vi. Pay-Order of the Bid Security / Tender Cost not submitted Physically.

**10.** KW&SC, reserve the rights to reject all or any bid (s) before award of work, subject to the provision Rules of Sindh Public Procurement rules-2010 (Amended to date).

**11.** Interested Bidders are requested to register their firms(s) / Company(s) on SPPRA website of “**EPADS**” (<http://portalsindh.eprocurement.gov.pk>) for submission of e-bid.

**12.** In case any query required regarding e-bidding please contact “**EPADS**” helpline UAN # 051-111-137-237.

Dua Lipa  
Embraces 'Side  
Quests' After  
Wrapping  
Radical  
Optimism TourSharjeel Hits  
Back at Farooq  
Sattar Over  
Gul Plaza

## Heartland

## Money

## NATIONAL

## SPORTS

CM Shahid Khaqan  
Inaugurates Newly  
Built SPSC Campus  
in HyderabadGold, Silver Prices  
Spike All-Time  
Records NationwidePresident Zardari  
Urges Youth to  
Lead Pakistan's  
Future on  
Education DayPakistan's T20  
World Cup Fate  
in Gost Ikhtab,  
Says Naqvi

## Karachi Water &amp; Sewerage Corporation

OFFICE OF THE ACCOUNTS OFFICER (ADP)/SEC.

1st Floor Block-C, Karsaz Shahrah-e-Faisal Karachi

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WORK NO. 1

# SPPRA BIDDING DOCUMENTS



## STANDARD FORM OF BIDDING DOCUMENT FOR PROCUREMENT OF WORKS (FOR LARGE CONTRACTS COSTING MORE THAN 50 MILLION)

(Harmonized with SPPRA Rules)

FOR THE WORK OF  
WATER SUPPLY LINE WITH ALL EQUIPMENTS AND  
DRAIN / NALLAH SEWERAGE LINE AT SHARPAO,  
MUSLIMABAD MUZAFARABAD MALIR

EXECUTIVE ENGINEER (W&S)  
BIN QASIM TOWN DISTRICT MALIR

KARACHI WATER & SEWERAGE COPORATION  
Cattle Colony Road Bin Qasim Town District Malir

**BIDDING DATA**

(a) Name of Procuring Agency:-

(b) Brief Description of Works:-

(c) Procuring Agency's address:-

(d) Estimated Cost:-

(a) Amount of Bid Security: -

(b) Period of Bid Validity (days):-

(c) Security Deposit:-

(including bid Security):-

(d) Performance Security:-

(e) Percentage, if any, to be deducted from bills:-

(f) Deadline for Submission of Bids on "EPADS" portal along with time:-

(g) Venue, Time, and Date of Bid Opening:-

(h) Time for Completion from written order of commence:-

(i) Liquidity damages: -

(n) No litigation certificate..

**Karachi Water & Sewerage Corporation**

**WATER SUPPLY LINE WITH ALL EQUIPMENTS AND DRAIN / NALLAH SEWERAGE LINE AT SHARPAO, MUSLIMABAD MUZAFARABAD MALIR**

Executive Engineer (W/S), KW&SC, Karachi  
Cattle Colony Road Bin Qasim Town District  
Malir

**Rs. 36,56,03,566/-**

**5%) of Bid Amount through Demand Draft / Pay order / Bank Guarantee.**

**90 Days** (Not more than Ninety days).

**5%**

**(Maximum 10% Including 5% of bid security of the quoted price)**

**10%**

**10 % S/Deposit, 8% Income Tax, 1.5% Water Charges, 5% SST-(as per policy).**

**12-02-2026 at 11.00 PM**

**(Place of submission at the below address).**

**Office of the Account Officer (ADP) Secretary KW&SC, Committee Room First Floor Block- "C" 9<sup>th</sup> Mile Karsaz Shahrah-e-Faisal Karachi, in the presence of Tenderer or their authorized representative on the dated & time.**

**12-02-2026 at 11.30 PM).**

**As specified in LOC.**

**0.5% (0.05% of Estimated cost or sanctioned cost per day of delay, but not exceeding 10%).**

With any Procuring Agency on Rs.100 Stamp paper duly stamped & signed in original along with Tender Cost / Bid Security before opening of Tender / Bid.

Executive Engineer (W/S)  
BIN QASIM TOWN, K.W.& S.C

Executive Engineer (Sew)  
BIN QASIM TOWN, K.W.& S.C

Divisional Accounts Office  
District Malir KW&SC

**KARACHI WATER AND SEWERAGE CORPORATION**  
**OFFICE OF THE EXECUTIVE ENGINEER (SEWERAGE) MODEL COLONY TOWN**  
Cattle Colony Road Bin Qasim Town District Malir

**(Part-A)**

**BILL OF QUANTITIES**

WORK: **PROVIDING AND NEW WATER SUPPLY SYSTEM OF 315MM,200MM,160MM,110MM & 90MM WATER PIPE LINE AT WATER LINE AT DIFFERENT LOCATIONS & STREETS IN UC-SHARPAO COLONY, UC-LIMABAD AND UC-MUZAFARABAD FOR THE BETTEREMENT OF WATER SUPPLY IN BIN QASIM TOWN RICT MALIR**

**(A) Description and Rate of Items Based on Composite Schedule of Rates**

Sl.	Quantities	Description of item to be executed at site	Rupees in Figures	Rupees in Words	Unit	Total Amount
1.	147500 Sft	Scarfing the existing road surface	633.62	Six Hundred Thirty Three & Sixty Two paisa	% Sft	9,34,589.50
2.	284062.50 Cft	Dismantling and removing road metaling.	26.93	Twenty Six & Ninety Three Paisa	P/ Cft	76,49,803.13
3.	946875 Cft	Excavation for pipeline and trenches, and pits in wet soil clay or mud i/c trimming and dressing sides to true alignment and shape leveling of beds of trenches to correct level and grade, cutting joints holes and disposal of surplus earth within a one chain as directed by Engineer incharge , Providing fence guards, lights, flags and temporary crossings for non-vehicular traffic where ever required lift upto 5 ft, (1.52m) and lead upto one chain (30.5m). 0'-5'	27432.00	Twenty Seven Thousand Four Hundred Thirty Two	% 0Cft	25,974,675.00
4.	142500 Cft	Add for additional lift of every 3' ft (5'-8')	33048.00	Thirty Three Thousand Forty Eight	% 0Cft	4,709,340.00
5.		Providing Laying & Fixing in trench i/c fitting, jointing & testing etc complete in all respect the high density polyethylene PE pipes (HDPE-100) for W/S (PN 10) for conforming ISO-4427 DIN 8074/8075 B.S 3380 & PSI 3051.				
	4000 Rft	315 MM	4688.62	Four Thousand Six Hundred Eighty Eight & Sixty Two Paisa	P/Rft	18,754,480.00
	15000 Rft	200 MM	1888.05	One Thousand Eight Hundred Eighty Eight & Five Paisa	P/Rft	28,320,750.00
	20000 Rft	160 MM	1212.66	One Thousand Two Hundred Twelve & Sixty Six Paisa	P/Rft	24,253,200.00
	20000 Rft	110 MM	601.00	Six Hundred One	P/Rft	12,020,000.00
	16750 Rft	90 MM	402.72	Four Hundred Two & seventy Two Paisa	P/Rft	6,745,560.00

06.		C.I sluice valve heavy pattern (Test Pressure 21.0 kg/sq.com or 300lb/sq.inch).				
	02 Nos	12" Dia	118000.00	One Lac Eighteen Thousand	Each	2,36,000.00
	10 Nos	8" Dia	21500.00	Twenty One Thousand Five Hundred	Each	2,15,000.00
	10 Nos	6" Dia	17500.00	Seventeen Thousand Five Hundred	Each	1,75,000.00
	10 Nos	4" Dia	9500.00	Nine Thousand Five Hundred	Each	95,000.00
	10 Nos	3" Dia	8200.00	Eight Thousand Two Hundred	Each	82,000.00
7.		Fixing of sluice valves with 2-cast iron tailpieces, one and flanged and other with socket i/c the cast of nuts bolt and rubber packing, labour etc complete				
	02 Nos	12" Dia	13068.00	Thirteen Thousand Sixty Eight	Each	26,136.00
	10 Nos	8" Dia	9254.00	Nine Thousand Two Hundred Fifty Four	Each	92,540.00
	10 Nos	6" Dia	6063.00	Six Thousand Sixty Three	Each	60,630.00
	10 Nos	4" Dia	5023.00	Five Thousand Twenty Three	Each	50,230.00
	10 Nos	3" Dia	4089.00	Four Thousand Eighty Nine	Each	40,890.00
8.		Providing Laying & Fixing in trench i/c fitting, jointing & testing etc complete in all respect the high density polyethylene PE pipes (HDPE-100) for W/S (PN 10) for conforming ISO-4427 DIN 8074/8075 B.S 3380 & PSI 3051.				
	04 Nos	315x315x315	24596.00	Twenty Four Thousand Five Hundred Ninety Six	Each	98,384.00
	04 Nos	200x200x200	9938.00	Nine Thousand Nine Hundred Thirty Eight	Each	39,752.00
	04 Nos	160x160x160	6367.00	Six Thousand Three Hundred Sixty Seven	Each	25,468.00
	04 Nos	110x110x110	3029.00	Three Thousand Twenty Nine	Each	12,116.00
9.		Full Hire charges of pumping set Per day i/c of wages of driver and assistant fuel or electric energy plat forms required for placing pumps etc, at lower depth with suction and delivery pipe for pumping out water found at various depths from trenches i/c the cost of erection and dismantling after completion of the job. (i)Hire charges of pumping set of upto 10 H.P pumping out water from 10 ft. deep trench.	7468.80	Seven Thousand Four Hundred Sixty Eight & Paisa Eighty	P/Day	4,48,128.00

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42 Nos	Construction of C.C Block masonry chambers of size 4' x 4' x 4' (inside dimension) with 24" x 24" C.I cover frame weight 40 kgs fix 4" R.C C 1:2:4 slab with steel 1/2" dia for bar @ 6" C.C 1/2" dia @ 8" C.C distribution bar, 6" thick C.C 1:3:6 Block masonry wall set 1:6 C.M, 6" C.C 1:4:8 in foundation, 2" thick C.C 1:2:4 flooring, 1/2" thick cement plaster 1:3 ratio inside wall surface, 1 foot deep up to roof slab, M.S foot tress 5/8" dia bar at every 2 feet deep including query de watering, evacuation, refilling and disposal surplus of earth.	76797.00	Seventy Six Thousand Seven Hundred Ninety Seven	Each	32,25,474.00
284062.50 Cft	Sand Haro	43.66	Four Three & Paisa Sixty Six	P/Cft	12,402,168.75
795215.38 Cft	Refilling the excavated stuff in trenches 6" thick layer i/c watering ramming to full compaction etc, complete.	14020.80	Fourteen Thousand Twenty & Paisa Eighty	% 0Cft	11,149,555.83
94687.50 Sft	Road Restoration	352.54	Three Hundred Fifty Two & Paisa Fifty Four	P Sft	33,381,131.25
				Total	191,218,001

EXECUTIVE ENGINEER (W-D)  
BIN QASIM TOWN, K.W. & S.C

I hereby Quote \_\_\_\_\_ % At par/ Above Below the Composite Schedule of Rates (CSR-2024) Rs. \_\_\_\_\_ Total  
At par/ above / Below (Rs. \_\_\_\_\_ Rupees \_\_\_\_\_ Only)

Factor Signature:- \_\_\_\_\_

ess:- \_\_\_\_\_

BILL OF QUANTITIES

WORK  
DIFFERENT LOCATIONS IN UC-SHARPAO COLONY, UC-MUSLIMABAD AND UC-MUZAFARABAD FOR  
BETTEREMENT OF SEWERAGE SYSTEM IN EXISTING AREAS IN BIN QASIM TOWN DISTRICT MALIR

## (A) Description and Rate of Items Based on Composite Schedule of Rates

Quantities	Description of item to be executed at site	Rupees in Figures	Rupees in Words	Unit	Total Amount
01 119600 Sft	Scarifying the existing road surface	633.72	Six Hundred Thirty Three & Seventy Two paisa	% Sft	757,929.12
02 179400 Cft	Dismantling and removing road metaling.	26.93	Twenty Six & Ninety Three Paisa	P/Cft	4,831,242.00
03 598000 Cft	Excavation for pipeline and trenches, and pits in wet soil clay or mud i/c trimming and dressing sides to true alignment and shape leveling of beds of trenches to correct level and grade, cutting joints holes and disposal of surplus earth within a one chain as directed by Engineer incharge . Providing fence guards, lights, flags and temporary crossings for non-vehicular traffic where ever required lift upto 5 ft, (1.52m) and lead upto one chain (30.5m). <b>0'-5'</b>	27432.00	Twenty Seven Thousand Four Hundred Thirty Two	% 0Cft	16,404,336.00
04 301035 Cft	Add for additional lift of every 3' ft (5'-8')	33048.00	Thirty Three Thousand Forty Eight	% 0Cft	9,948,604.68
05 301035 Cft	Add for additional lift of every 3' ft (8'-11')	38664.00	Thirty Eight Thousand Six hundred Sixty Four	% 0Cft	11,639,217.24
07 11480 Rft	Providing Laying General RCC Standard pipes with Rubber Ring, joint & fitting in trench i/c cutting fitting jointing with rubber ring i/c testing with water to specified pressure.	2104.27	Two Thousand One Hundred Four & Paisa Twenty Seven	P/Rft	24,157,019.60
15550 Rft	18" Dia	1536.64	Three Thousand Two Hundred Thirty Nine & Fifty Three Paisa	P/Rft	23,894,752.00
08 541 Nos.	Providing M/H 4 feet internal diameter without RCC manhole covers 5 feet clear depth cast in situ 1:2:4 9" thick wall 1:4:8 cement concrete in 6 ft dia and 6 inch thick in foundation 1:2:4 CC in benching $\frac{1}{2}$ " thick cement plaster 1:3 cement mortar on inside wall and surface of channel and benching to top including Making required numbers of main and branches channels $\frac{3}{4}$ " dia bar M.S foot rest at 12" c/c including cost of excavation in all kind of soil back filling and disposal of excavated stuff etc complete as per design and instruction of the Engineer in charge.	46274.00	Forty Six Thousand Two Hundred Seventy Four	Each	25,034,234.00

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Quantities	Description of item to be executed at site	Rupees in Figures	Rupees in Words	Unit	Total Amount
(+) 3014.00 Ft	Extra Depth Add / deduct 4' Dia 5' depth Manhole	8106.00	Eight Thousand One Hundred Six	P/Ft	24,431,484.00
16 Days	Full Hire charges of pumping set Per day i/c of wages of driver and assistant fuel or electric energy platforms required for placing pumps etc, at lower depth with suction and delivery pipe for pumping out water found at various depths from trenches i/c the cost of erection and dismantling after completion of the job. (i)Hire charges of pumping set of upto 10 H.P pumping out water from 10 ft. deep trench.	7468.80	Seven Thousand Four Hundred Sixty Eight & Paisa Eighty	P/Day	1,19,500.80
1623 Nos.	Making connection with the existing manholes i/c the cost of cutting holes in wall making them good in Cement Concrete 1:2:4 and making the required channel etc complete	631.80	Six Hundred Thirty One & Paisa Eighty	Each	1,025,411.40
1041970.18 % 0Cft	Refilling the excavated stuff in trenches 6" thick layer i/c watering ramming to full compaction etc, complete.	14020.80	Fourteen Thousand Twenty & Paisa Eighty	% 0Cft	14,609,255.46
100345 Cft	Supply of Sand Haro of the any other Sources of the same modulus of the finances	43.66	Forty Three & Paisa Sixty Six	P/ Cft	4,381,062.70
541 Nos	21" Dia	3238.79	Three Thousand Two Hundred Thirty Eight & Paisa Seventy Nine	Each	17,52,185.39
275 Nos	Manufacturing and supplying of R.C.C ring slab of 21" inch inside and 36" dia outside 7.5" inch width and 6" inch thick in/c 3/8" dia tor steel bar two concentric rings with 3/8" inch dia 08 Nos cross linked bars welded and two sunk type hooks casted in a 1:1-1/2:3 concrete with embedded 15kg C.I frame in perfect position including transportation charges for an average lead of 20Km per trip from casting yard to town office. ( A minimum of 25 slabs per trip will be transported)	7504.69	Seven Thousand Five Hundred Four & Paisa Sixty Nine	Each	20,63,789.75

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Quantities	Description of item to be executed at site	Rupees in Figures	Rupees in Words	Unit	Total Amount
275 Nos	Shifting to the site and fixing of 36" inch dia Ring Slab in perfect position on damaged manholes including cutting of damaged portion of manhole in proper shape and laying of cement morter of 2"inch thickness and disposal of debris)	1787.76	One Thousand Seven Hundred Eighty Seven & Paisa Seventy Six	Each	4,91,634.00
25086.25 Sft	Road Restoration	352.54	Three Hundred Fifty Two & Paisa Fifty Four	P/Sft	8,843,906.58
					<b>Total 174,385,566/-</b>

*Fuzal*  
EXECUTIVE ENGINEER (W-D)  
BIN QASIM TOWN, K.W.& S.C

I hereby Quote \_\_\_\_\_ % At par/ Above/Below the Composite Schedule of Rates (CSR-2024) Rs. \_\_\_\_\_ Total

At par/ above / Below (Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ Only)

Actor Signature:- \_\_\_\_\_

ess:- \_\_\_\_\_

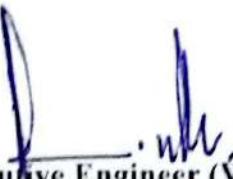
## Summary Of Bill Of Quantities

### Cost of Bid

1. Rates quoted for Part "A" Rs. \_\_\_\_\_

2. Rates quoted for Part "B" Rs. \_\_\_\_\_

Total Cost of Bid= Total (A) + Total (B) Rs. \_\_\_\_\_

  
**Executive Engineer (W-D)**  
**BIN QASIM TOWN, K.W.& S.C**

  
**Executive Engineer (Sew)**  
**BIN QASIM TOWN, K.W.& S.C**

Contractor Signature: - \_\_\_\_\_

Address: - \_\_\_\_\_

## INVITATION FOR BIDS

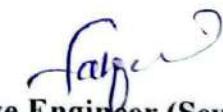
Date:- \_\_\_\_\_

Bid Reference No:- \_\_\_\_\_

- 1- The procuring Agency, Karachi Water & Sewerage Corporation, invites e-bids from interested firms or bidder and should have valid registration with Sindh Revenue Board (SRB), Federal Board of Revenue (FBR) on active Taxpayer List (TPL) as well as (PEC) Registration certificate along-with speciation in relevant filed, GST Registration Certificate (where applicable) in the appropriate specific work with the Procurement Agency for the work of.  
**WATER SUPPLY LINE WITH ALL EQUIPMENTS AND DRAIN / NALLAH SEWERAGE LINE AT SHARPAO, MUSLIMABAD MUZAFARABAD MALIR**
- 2- (enter the title, type, and financial volume of work), which be completed in day's time of completion (entire appropriate time period).
- 3- Biding documents shall be download from the website of "**EPADS**" (<http://portalsindh.eprocurement.gov.pk>) of SPPRA Sindh and its Tender(s) cost as mentioned in the "NIT" in the shape of Pay-order / Demand (non-refundable), shall be submit before the time of announcement of e-bid.
- 4- All bids must be accompanied by a Bid Security in the amount of required 5% of bid price in the shape of (pay order / Demand Draft / Bank Guarantee) and same must be submitted Physically in the **Office of the Account Officer (ADP) Secretary KW&SC, Committee Room First Floor Block- "C" 9<sup>th</sup> Mile Karsaz Shahrah-e-Faisal Karachi** (indicate the address if it differs).

**Note:-** 1- Procuring Agency to enter the requisite information in blank spaces,  
2- The Bid shell be opened within one / hour after the deadline submission of bids.

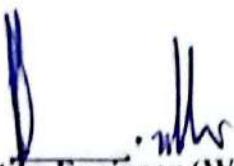
  
**Executive Engineer (W-D)**  
BIN QASIM TOWN, K.W.& S.C

  
**Executive Engineer (Sew)**  
BIN QASIM TOWN, K.W.& S.C

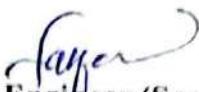
**INSTRUCTION FOR PREPARING BIDS**

**In terms of Rule-21(c) of SPP Rules-2010 & amended upto date**

1. The Participants must quote the rates both in words and figures.
2. Bid Security / Earnest Money should be made from the A/c. of the Company / Firm of the participant.
3. Integrity pact on the stamp paper worth Rs. 100/= should be uploaded with the Tender / Bid
4. Bid would not be conditional
5. Bids should be accompanied by bid Security of Required (%) / Amount
6. Bid uploaded on specified date and time
7. The firm will not be Blacklisted Firms
8. Uploaded documents should not be found forged at any stage
9. Pay-order of the Bid security should be submitted Physically in (Office of the Account Officer (ADP) Secretary KW&SC, Committee Room First Floor Block- "C" 9<sup>th</sup> Mile Karsaz Shahrah-e-Faisal Karachi) before opening of the Bid.
10. Mandatory requirement of valid PEC Registration, FBR (Active Taxpayer List) and SRB (Sindh Revenue Board) in case of Supply items GST Registration.
11. Experience and Financial certificate as per "NIT"
12. Bid must be signed with stamp, address and contact number
13. All applicable taxes including SST/SRB will be deducted from Gross amount of bill.



Executive Engineer (W-D)  
BIN QASIM TOWN, K.W.& S.C



Executive Engineer (Sew)  
BIN QASIM TOWN, K.W.& S.C

## EVALUATION CRITERIA

### In terms of Rule-21 (1) (h) Rule-21 (A) of SPP Rules-2010 & (Amended-2023)

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



Executive Engineer (W-D)  
BIN QASIM TOWN, K.W.& S.C



Executive Engineer (Sew)  
BIN QASIM TOWN, K.W.& S.C

Name of Work:- **WATER SUPPLY LINE WITH ALL EQUIPMENTS AND DRAIN / NALLAH  
SEWERAGE LINE AT SHARPAQ, MUSLIMABAD MUZAFARABAD MALIR.**

**(INTEGRITY PACT)**

**DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC. PAYABLE BY THE SUPPLIERS OF  
GOODS, SERVICES & WORKS IN CONTRACTS WO RIL RS. 10.00 MILLION OR MORE**

Contract No. \_\_\_\_\_

Dated \_\_\_\_\_

Contract Value: \_\_\_\_\_

Contract Title: \_\_\_\_\_

**(Name of Supplier / Contractor/ Consultant)** hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Sindh ((PA)) or any administrative department or agency thereof or any other entity owned or controlled by (PA) through any corrupt business practice.

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

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

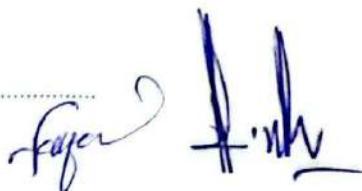
**(Name of Supplier / Contractor/ Consultant)** accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to de lent the purpose of this declaration, representation and warranty. It agrees that any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

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

Name of Procuring Agency:.....

Name of Contractor: \_\_\_\_\_

Signature: .....



Signature \_\_\_\_\_

## **INSTRUCTIONS TO PROCURING AGENCIES**

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

**A. Basis of Documents**

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

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

**B. Contents of Documents**

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

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

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

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

- (i) Invitation for Bids

## **SCHEDULE – D TO BID**

### **PROPOSED PROGRAMME OF WORKS**

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

## METHOD OF PERFORMING WORKS

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

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

**SCHEDULE F TO**  
**(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 persons, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from, from Procuring Agency (PA) except that which has been expressly declared pursuant hereto.

[name of Contractor] accepts full responsibility and strict liability that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of all 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 by 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]

## CONDITIONS OF CONTRACT

## INSTRUCTIONS TO BIDDERS

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

### A. GENERAL

#### IB.1 Scope of Bid & Source of Funds

##### 1.1 Scope of Bid

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

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

##### 1.2 Source of Funds

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

#### IB.2 Eligible Bidders

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

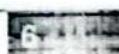
- duly licensed by the Pakistan Engineering Council (PEC) in the appropriate category for value of works.

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

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

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

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



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

### **IB.3 Cost of Bidding**

3.1 The bidder shall bear all costs associated with the preparation and submission of the bid and the Procuring Agency will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process (SPP Rules 24 & 25).

## **B. BIDDING DOCUMENTS**

### **IB.4 Contents of Bidding Documents**

4.1 In addition to Invitation for Bids, the Bidding Documents are those stated below. The bidder should be read in conjunction with any Addendum issued in accordance with Sub-<sup>rule</sup> 6.1.

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

### **IB.5 Clarification of Bidding Documents**

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

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

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

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

- 6.1 At any time prior to the deadline for submission of Bids, the Procuring Agency may, for any reason, whether at his own initiative or in response to a clarification requested by a interested bidder, modify the Bidding Documents by issuing addendum.
- 6.2 Any addendum thus issued shall be part of the Bidding Documents pursuant to Sub-Clause 6.1 hereof, and shall be communicated in writing to all purchasers of the Bidding Documents. Prospective bidders shall acknowledge receipt of each addendum in writing to the Procuring Agency.
- 6.3 To afford interested bidders reasonable time in which to take an addendum into account in preparing their Bids, the Procuring Agency may at its discretion extend the deadline for submission of Bids.

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

#### **IB.7 Language of Bid**

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

#### **IB.8 Documents Comprising the Bid**

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

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

#### **IB.9 Sufficiency of Bid**

- 9.1 Each bidder shall satisfy himself before Bidding as to the correctness and sufficiency of his Bid and of the premium on the rates of CSR / rates and prices quoted/entered in the Schedule of Prices, which rates and prices shall except in so far as it is otherwise expressly provided in the Contract, cover all his obligations under the Contract and all matters and things necessary for the proper completion of the works.



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

#### **IB.10 Bid Prices, Currency of Bid and Payment**

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

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

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

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

#### **IB.11 Documents Establishing Bidder's Eligibility and Qualifications**

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

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

#### **IB.12 Documents Establishing Works' Conformity to Bidding Documents**

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

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

### **IB.13 Bid Security**

- 13.1 Each bidder shall furnish, as part of his bid, at the option of the bidder, a Bid Security as percentage of bid price/estimated cost or in the amount stipulated in Bidding Data in Pak Rupees in the form of *Deposit at Call/ Payee's Order or a Bank Guarantee* issued by a Scheduled Bank in Pakistan in favour of the Procuring Agency valid for a period not less than twenty eight (28) days beyond the bid validity date (*Bid security should not be less than 1% and not exceeding 5% of bid price/estimated cost SPP Rule 37*).
- 13.2 Any bid not accompanied by an acceptable Bid Security shall be rejected by the Procuring Agency as non-responsive.
- 13.3 The bid securities of unsuccessful bidders will be returned upon award of contract to the successful bidder or on the expiry of validity of Bid Security whichever is earlier.
- 13.4 The Bid Security of the successful bidder will be returned when the bidder has furnished the required Performance Security, and signed the Contract Agreement (SPP Rule 37).
- 13.5 The Bid Security may be forfeited:
  - (a) if a bidder withdraws his bid during the period of bid validity, or
  - (b) if a bidder does not accept the correction of his Bid Price, pursuant to Sub-Clause 16.4 (b) hereof; or
  - (c) in the case of a successful bidder, if he fails within the specified time limit to:
    - (i) furnish the required Performance Security or
    - (ii) sign the Contract Agreement.

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

- 14.1 Bids shall remain valid for the period stipulated in the Bidding Data after the date of bid opening.
- 14.2 In exceptional circumstances, Procuring Agency may request the bidders to extend the period of validity for a additional period but not exceeding 1/3 of the original period. The request and the bidders' responses shall be made in writing or by cable. A Bidder may refuse the request without forfeiting the Bid Security. A Bidder agreeing to the request will not be required or permitted to otherwise modify the Bid, but will be required to extend the validity of Bid Security for the period of the extension, and in compliance with IB.13 in all respects (SPP Rule 38).
- 14.3 All Schedules to Bid are to be properly completed and signed.
- 14.4 No alteration is to be made in the Form of Bid except in filling up the blanks as directed. If any alteration be made or if these instructions be not fully complied with, the bid may be rejected.

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

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

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

#### **D. SUBMISSION OF BID**

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

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

15.2 The inner and outer envelopes shall

- (a) be addressed to the Procuring Agency at the address provided in the Bidding Data,
- (b) bear the name and identification number of the Contract as defined in the Bidding and Contract Data; and
- (c) provide a warning not to open before the specified time and date for Bid opening as defined in the Bidding Data.
- (d) in addition to the identification required in 15.2, the inner envelopes shall indicate the name and address of the Bidder to enable the Bid to be returned unopened in case it is declared late.
- (e) If the outer envelope is not sealed and marked as above, the Procuring Agency will assume no responsibility for the misplacement or premature opening of the Bid.

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

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

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

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



## E. BID OPENING AND EVALUATION

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

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

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

- 16.3 To assist in the examination, evaluation and comparison of Bids the Engineer/Procuring Agency may, at its discretion, ask the bidder for a clarification of its Bid. The request for clarification and the response shall be in writing and no change in the price or substance of the Bid shall be sought, offered or permitted (SPP Rule 43).
- 16.4 (a) Prior to the detailed evaluation, pursuant to IB.16.7 to 16.9, the Engineer/Procuring Agency will determine the substantial responsiveness of each bid to the Bidding Documents. For purpose of these instructions, a substantially responsive bid is one which conforms to all the terms and conditions of the Bidding Documents without material deviations. It will include determining the requirements listed in Bidding Data.  
(b) Arithmetical errors will be rectified on the following basis:

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

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

- 16.5 A Bid determined as substantially non-responsive will be rejected and will not subsequently be made responsive by the bidder by correction of the non-conformity.
- 16.6 Any minor informality or non-conformity or irregularity in a Bid which does not constitute a material deviation (**major deviation**) may be waived by Procuring Agency.

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

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

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

**(B) Minor Deviations**

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

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

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

**16.8 Evaluated Bid Price**

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

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



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

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

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20

Signature \_\_\_\_\_

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

*(Name of Bidder in Block Capitals)*

*(Seal)*

Address

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Witness:

(Signature) \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

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**SCHEDULES TO BID INCLUDE THE FOLLOWING:**

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

**SCHEDULE – A TO BID**

**SCHEDULE OF PRICES**

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

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

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

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

4.5 (a) The bidder shall be deemed to have obtained all information as to and all requirements related thereto which may affect the bid price.  
 \*(b) The Contractor shall be responsible to make complete arrangements for the transportation of the Plant to the Site.

*\*(Procuring Agency may modify as appropriate)*

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

## 5. Bid Prices

### 5.1 Break-up of Bid Prices

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

### 5.2 Total Bid Price

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

## 6. Provisional Sums and Day work

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

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

## SCHEDULE OF PRICES – SUMMARY OF BID PRICES (Sample)

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

no items are provided, the cost shall be deemed to be distributed among the rates and prices entered for the related items of the Schedule of Prices 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 the items in the Schedule of Prices.

4.5 (a) The bidder shall be deemed to have obtained all information to and all requirements related thereto which may affect the price.  
 \* (b) The Contractor shall be responsible to make complete arrangements for the transportation of the Plant to the Site.

*\*(Procuring Agency may modify as appropriate)*

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

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6.2 Day work rates in the contractor's bid are to be used for supplementary additional amounts of work and only when the Engineer has 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)
	<b>(A) Building Work</b>	
1.	Civil works	
2	Internal sanitary and water supply	
3	Electrification	
4	External Development works	
5	Miscellaneous Items	
	<b>(B) Road Work.</b>	
1.	Earthwork	
2.	Hard Crust and Surface Treatment	
3.	Culverts and Bridges	
4.	Miscellaneous Items	
	<b>(C) Public Health Engineering Works.</b>	
1.	Earthwork	
2.	Subsurface Drains	
3.	Pipe Laying and Man holes	
4.	Tube wells, Pump houses	
5.	Compound wall	
6.	Miscellaneous Items	
	Total Bid Price (The amount to be entered in Paragraph 1 of the Form of Bid) (In words).	

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

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

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

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

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

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

1. The eligible bidders are defined in IB.2; the text can be amended by the Procuring Agency as deemed appropriate.
2. The non-refundable fee for the sale of Bidding Documents should be nominal so as to cover printing/reproduction and mailing costs and to ensure that only bona fide bidders shall apply (SPP Rule 20).
3. The amount of Bid Security should be a lump sum figure or a percentage, but not more than 1% and more than 5% of bid price and should be in accordance with IB.3 (SPP Rule 37).
4. If the venue of receipt of bids and the opening of bids is the same, the times for receipt and opening of bids are to be entered in last Para of the Notice Inviting Tender. If otherwise indicate the name, address and exact location for the opening of bids. However the date for the receipt and the opening of bids shall be same (SPP Rule 40).

#### **D. Instructions to Bidders**

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

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

The Procuring Agency's or Engineer's Representative, if any, shall exercise powers of the Engineer/Procuring Agency under and in connection with Clauses IB.5, IB.6, IB.10, etc.

3. The sum insured for different insurances including minimum amount of third party insurance should be assessed by the Engineer/Procuring Agency and entered in Contract Data. Such insurance cover shall be carried out with Insurance Company having at least AA rating from PACRA / JCR in the favour of the procuring agency
4. The time for completion of the whole of the works should be assessed by the Engineer/Procuring Agency and entered in the Contract Data.
5. The Conditions of Contract contain no overall limit on the Contractor's liability. The amount of **liquidated damages** per day of delay shall be entered by the Engineer/Procuring Agency in Contract Data. Usually the liquidated damages are set between **0.05 percent and 0.10 percent per day and the maximum limit as 10 percent of contract price stated in the Letter of Acceptance.**
6. Any amendment and/or additions to the Conditions of the Contract that are specific to a given Bid/Contract should be included by the Procuring agency. This may include but not be limited to the provisions regarding the following:
  - a) Terms of Payment should be prepared and incorporated in Contract Data by the Engineer/Procuring Agency.
  - b) The Engineer/Procuring Agency to make sure that all taxes and duties are included by the Bidders/Contractors in their prices.

#### **I. Specifications**

To be prepared and incorporated by the Engineer/Procuring Agency

#### **J. Drawings**

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

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## **INVITATION FOR BIDS**

## INVITATION FOR BIDS

Date: \_\_\_\_\_  
Bid Reference No.: \_\_\_\_\_

1. The Procuring Agency, [enter name of the procuring agency], invites sealed bids from interested firms or persons licensed by the Pakistan Engineering Council in the appropriate category( not required for works costing Rs 2.5 million or less) and/or duly pre-qualified(if pre-qualification is done for specific scheme/project) with the Procuring Agency for the Works, \_\_\_\_\_ [enter title, type and financial volume of work], which will be completed in \_\_\_\_\_ [enter appropriate time period] days.
2. A complete set of Bidding Documents may be purchased by an interested eligible bidder on submission of a written application to the office given below and upon payment of a non-refundable fee of Rupees \_\_\_\_\_ (Insert Amount). Bidders may acquire the Bidding Documents from the Office of the Procuring Agency, at \_\_\_\_\_ (Mailing Address).
3. All bids must be accompanied by a Bid Security in the amount of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) or \_\_\_\_\_ percentage of bid price in the form of (pay order / demand draft / bank guarantee) and must be delivered to \_\_\_\_\_ (Indicate Address and Exact Location) at or before \_\_\_\_\_ hours, on \_\_\_\_\_ (Date). Bids will be opened at \_\_\_\_\_ hours on the same day in the presence of bidders' representatives who choose to attend, at the same address [indicate the address if it differs].

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

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## CONDITIONS OF CONTRACT

### 1. GENERAL PROVISIONS

#### 1.1 Definitions

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

##### **The Contract**

- 1.1.1 "Contract" means the Contract Agreement and the other documents listed in the Contract Data.
- 1.1.2 "Specifications" means the document as listed in the Contract Data, indicating the Procuring Agency's requirements in respect of design to be carried out by the Contractor (if any), and any Variation to such document.
- 1.1.3 "Drawings" means the Procuring Agency's drawings of the Works as listed in the Contract Data, and any Variation to such drawings.

##### **Persons**

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

##### **Dates, Times and Periods**

- 1.1.7 "Commencement Date" means the date fourteen (14) days after the date the Contract comes into effect or any other date named in the Contract Data.
- 1.1.8 "Day" means a calendar day
- 1.1.9 "Time for Completion" means the time for completing the Works as stated in the Contract Data (or as extended under Sub-Clause 7.3), calculated from the Commencement Date.

##### **Money and Payments**

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

does not include any allowance for profit.

### **Other Definitions**

- 1.1.11 "Contractor's Equipment" means all machinery, apparatus and other than required for the execution of the Works but does not include Materials or intended to form part of the Works.
- 1.1.12 "Country" means the Islamic Republic of Pakistan.
- 1.1.13 "Procuring Agency's Risks" means those matters listed in Sub-Clause 6.1.
- 1.1.14 "Force Majeure" means an event or circumstance which makes performance of a Party's obligations illegal or impracticable and which is beyond that Party's reasonable control.
- 1.1.15 "Materials" means things of all kinds (other than Plant) to be supplied and incorporated in the Works by the Contractor.
- 1.1.16 "Plant" means the machinery and apparatus intended to form or forming part of the Works.
- 1.1.17 "Site" means the places provided by the Procuring Agency where the Works are to be executed, and any other places specified in the Contract as forming part of the Site.
- 1.1.18 "Variation" means a change which is instructed by the Engineer/Procuring Agency under Sub-Clause 10.1.
- 1.1.19 "Works" means any or all the works whether Supply, Installation, Construction etc. and design (if any) to be performed by the Contractor including temporary works and any variation thereof.
- 1.1.20 "Engineer" means the person notified by the Procuring Agency to act as Engineer for the purpose of the Contract and named as such in Contract Data.

### **1.2 Interpretation**

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

### **1.3 Priority of Documents**

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

#### 1.4 **Law**

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

#### 1.5 **Communications**

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

#### 1.6 **Statutory Obligations**

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

### **2. THE PROCURING AGENCY**

#### **2.1 Provision of Site**

The Procuring Agency shall provide the Site and right of access thereto at the times stated in the Contract Data.

**Site Investigation Reports** are those that were included in the bidding documents and are factual and interpretative reports about the surface and subsurface conditions at the Site.

#### **2.2 Permits etc.**

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

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

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

#### **2.4 Approvals**

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

### **3. ENGINEER'S/PROCURING AGENCY'S REPRESENTATIVES**

#### **3.1 Authorised Person**

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

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

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

## 4. THE CONTRACTOR

### 4.1 General Obligations

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

### 4.2 Contractor's Representative

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

### 4.3 Subcontracting

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

### 4.4 Performance Security

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

## 5. DESIGN BY CONTRACTOR

### 5.1 Contractor's Design

The Contractor shall carry out design to the extent specified, as referred to in the Contract Data. The Contractor shall promptly submit to the Engineer/Procuring Agency all designs prepared by him, within fourteen (14) days of receipt by 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 terrorism, enemies, within the Country;
- b) rebellion, terrorism, revolution, insurrection, military or usurped power, or civil war, within the Country;
- c) riot, commotion or disorder by persons other than the Contractor's personnel and other employees including the personnel and employees of Sub-Contractors, affecting the Site and/or the Works;
- d) ionising radiations, or contamination by radio-activity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, radio-active toxic explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component of such an assembly, except to the extent to which the Contractor/Sub-Contractors may be responsible for the use of any radio-active material;
- e) Pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds;
- f) use or occupation by the Procuring Agency of any part of the Works, except as may be specified in the Contract;
- g) late handing over of sites, anomalies in drawings, late delivery of designs and drawings of any part of the Works by the Procuring Agency's personnel or by others for whom the Procuring Agency is responsible;
- h) a suspension under Sub-Clause 2.3 unless it is attributable to the Contractor's failure; and

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

## 7. TIME FOR COMPLETION

### 7.1 Execution of the Works

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

### 7.2 Programme

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

### 7.3 Extension of Time

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

### 7.4 Late Completion

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

## 8. TAKING-OVER

### 8.1 Completion

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

## **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 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 work 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 having 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 work 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 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 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 purpose of this Sub-Clause.

10.2

## **Valuation of Variations**

Variations shall be valued as follows:

- a) at a lump sum price agreed between the Parties, or
- b) where appropriate, at rates in the Contract, or
- c) in the absence of appropriate rates, the rates in the Contract shall be used as the basis for valuation, or failing which
- d) at appropriate new rates, as may be agreed or which the Engineer/Procuring Agency considers appropriate, or
- e) if the Engineer/Procuring Agency so instructs, at day work rates set out in the Contract Data for which the Contractor shall keep records of hours of labour and Contractor's Equipment, and of Materials, used.

10.3

## **Changes in the Quantities.**

- a) If the final quantity of the work done differs from the quantity in the Bill of Quantities for the particular item by more than 25 percent, provided the change exceeds 1 percent of the Initial Contract Price, the Procuring Agency/Engineer shall adjust the rate to allow for the change and will be valued as per sub clause 10.2.
- b) The Engineer shall not adjust rates from changes in quantities if thereby the Initial Contract Price is exceeded by more than 15 percent, except with the prior approval of the Procuring Agency.
- c) If requested by the Engineer, the contractor shall provide the Engineer with a detailed cost breakdown of any rate in the Bill of Quantities.

10.4

## **Early Warning**

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

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

10.5

## **Valuation of Claims**

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

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

#### **10.6 Variation and Claim Procedure**

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

### **11. CONTRACT PRICE AND PAYMENT**

#### **11.1 (a) Terms of Payments**

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

## Interim Payments

Within a period not exceeding seven (07) days from the date of submission of the 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.

## 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.

## 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.

## Currency

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

# DEFAULT

## Defaults by Contractor

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

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

12.2

### Defaults by Procuring Agency

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

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

12.3

### Insolvency

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

12.4

### Payment upon Termination

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

- a) any sums to which the Contractor is entitled under Sub-Clause 10.4.
- b) any sums to which the Procuring Agency is entitled,
- c) if the Procuring Agency has terminated under Sub-Clause 12.1 or 12.3, the Procuring Agency shall be entitled to a sum equivalent to twenty percent (20%) of the value of parts of the Works not executed at the date of the termination, and
- d) if the Contractor has terminated under Sub-Clause 12.2 or 12.3, the Contractor shall be entitled to the cost of his demobilisation together with a sum equivalent to ten percent (10%) of the value of parts of the works not executed at the date of termination.

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

13.

## RISKS AND RESPONSIBILITIES

13.1

### Contractor's Care of the Works

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

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

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

### 13.2 **Force Majeure**

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

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

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

- a) any sums to which the Contractor is entitled under Sub-Clause 10.4.
- b) the cost of his demobilization, and
- c) less any sums to which the Procuring Agency is entitled.

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

## 14. **INSURANCE**

### 14.1 **Arrangements**

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

### 14.2 **Default**

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

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

## **15. RESOLUTION OF DISPUTES**

### **15.1 Engineer's Decision**

If a dispute of any kind whatsoever arises between the Procuring Agency and the Contractor in connection with the works, the matter in dispute shall, in the 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. 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 or consultant or if the 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 the 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.

**INTEGRITY PACT**

16.1

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

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

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

- (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 definitely not for full quantities of materials for the entire work/contract

(b) Recovery of Secured Advance:

- (i) Secured Advance paid to the Contractor under the above provisions shall be effected from the monthly payments on actual consumption basis, but not later than period specified in the rules not more than three months (even if unutilized); other conditions.
- (ii) As recoveries are made the outstanding accounts of the items concerned in Part II should be reduced by making deduction entries in the column; "deduct quantity utilized in work measured since previous bill," equivalent to the quantities of materials used by the contractor on items of work shown as executed in part I of the bill.

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

- (i) The value of work completed comprises the value of the quantities of the items in the Bill of Quantities completed.
- (ii) value of secured advance on the materials and valuation of variations (if any).
- (iii) Engineer may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.
- (v) Retention money and other advances are to be recovered from the bills submitted by contractor.

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

- i) Lump sum price \_\_\_\_\_ (details), or
- ii) Lump sum price with schedules of rates \_\_\_\_\_ (details), or
- iii) Lump sum price with bill of quantities \_\_\_\_\_ (details), or
- iv) Re-measurement with estimated/bid quantities in the Schedule of Prices or on premium above or below quoted on the rates mentioned in CSR \_\_\_\_\_ (details), or/and
- v) Cost reimbursable \_\_\_\_\_ (details)

## **STANDARD FORMS**

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

## FORM OF BID SECURITY

(Bank Guarantee)

Guarantee No. \_\_\_\_\_

Executed on \_\_\_\_\_

(Letter by the Guarantor to the Procuring Agency)

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

Name of Principal (Bidder) with  
address: \_\_\_\_\_

Sum of Security (express in words and  
figures): \_\_\_\_\_

Bid Reference No. \_\_\_\_\_ Date of Bid \_\_\_\_\_

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

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

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

- (1) that the Bid Security shall remain valid for a period of twenty eight (28) days beyond the period of validity of the bid;
- (2) that in the event of:
  - (a) the Principal withdraws his Bid during the period of validity of Bid, or
  - (b) the Principal does not accept the correction of his Bid Price, pursuant to Sub-Clause 16.4 (b) of Instructions to Bidders, or
  - (c) failure of the successful bidder to
    - (i) furnish the required Performance Security, in accordance with Sub-Clause IB-21.1 of Instructions to Bidders, or
    - (ii) sign the proposed Contract Agreement, in accordance with Sub-Clauses IB-20.2 & 20.3 of Instructions to Bidders,

the entire sum be paid immediately to the said Procuring Agency for delayed completion and not as penalty for the successful bidder's failure to perform.

NOW THEREFORE, if the successful bidder shall, within the period specified therefore on the prescribed form presented to him for signature enter into a formal Contract Agreement with the said Procuring Agency in accordance with his Bid as accepted and furnish within fourteen (14) days of receipt of Letter of Acceptance, a Performance Security with good and sufficient surety, as may be required, upon the form prescribed by the said Procuring Agency for the faithful performance and proper fulfilment of the said Contract or in the event of non-withdrawal of the said Bid within the time specified then this obligation shall be void and of no effect, but otherwise to remain in full force and effect.

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

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

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

\_\_\_\_\_  
Guarantor (Bank)

Witness:

1. \_\_\_\_\_

1. Signature \_\_\_\_\_

2. Name \_\_\_\_\_

3. Title \_\_\_\_\_

\_\_\_\_\_  
Corporate Secretary (Seal)

2. \_\_\_\_\_

\_\_\_\_\_  
(Name, Title & Address)

\_\_\_\_\_  
Corporate Guarantor (Seal)

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

Guarantee No \_\_\_\_\_  
Executed on \_\_\_\_\_  
Expiry Date \_\_\_\_\_

(Letter by the Guarantor to the Procuring Agency)

Name of Guarantor (Scheduled Bank in Pakistan) with  
address \_\_\_\_\_

Name of Principal (Contractor) with  
address \_\_\_\_\_

Penal Sum of Security (express in words and  
figures) \_\_\_\_\_

Letter of Acceptance No. \_\_\_\_\_ Dated \_\_\_\_\_

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

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal  
accepted the Procuring Agency's above said Letter of Acceptance for  
(Name of Contract) for the \_\_\_\_\_

\_\_\_\_\_  
(Name of Project)

NOW THEREFORE, if the Principal (Contractor) shall well and truly perform and fulfill  
the undertakings, covenants, terms and conditions of the said Documents during the original  
terms of the said Documents and any extensions thereof that may be granted by the Procuring  
Agency, with or without notice to the Guarantor, which notice is, hereby, waived and shall  
also well and truly perform and fulfill all the undertakings, covenants terms and conditions  
of the Contract and of any and all modifications of the said Documents that may hereafter be  
made, notice of which modifications to the Guarantor being hereby waived, then this  
obligation to be void, otherwise to remain in full force and virtue till all requirements of  
Clause 9. Remedying Defects, of Conditions of Contract are fulfilled.

Our total liability under this Guarantee is limited to the sum stated above and it is a condition  
of any liability attaching to us under this Guarantee that the claim for payment in writing shall  
be made to the Sindh Public Procurement Regulatory Authority [www.gpasindh.gov.pk](http://www.gpasindh.gov.pk)

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

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

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

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

Witness:

1. \_\_\_\_\_

Guarantor (Bank)

1. Signature \_\_\_\_\_

Corporate Secretary (Seal)

2. Name \_\_\_\_\_

3. Title \_\_\_\_\_

2. \_\_\_\_\_

(Name, Title & Address)

Corporate Guarantor (Seal)

## FORM OF CONTRACT AGREEMENT

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

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

NOW this Agreement witnesseth as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents after incorporating addenda, if any except those parts relating to Instructions to Bidders, shall be deemed to form and be read and construed as part of this Agreement, viz:
  - (a) The Letter of Acceptance;
  - (b) The completed Form of Bid along with Schedules to Bid;
  - (c) Conditions of Contract & Contract Data;
  - (d) The priced Schedule of Prices/Bill of quantities (BoQ);
  - (e) The Specifications; and
  - (f) The Drawings
3. In consideration of the payments to be made by the Procuring Agency to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Procuring Agency to execute and complete the Works and remedy defects therein in conformity and in all respects within the provisions of the Contract.
4. The Procuring Agency hereby covenants to pay the Contractor, in consideration of the execution and completion of the Works as per provisions of the Contract, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

Signature of the Contractor

(Seal)

Signature of the Procuring Agency

(Seal)

Signed, Sealed and Delivered in the presence of:

Witness:

(Name, Title and Address)

Witness:

(Name, Title and Address)

MOBILIZATION ADVANCE GUARANTEE

Guarantee No. \_\_\_\_\_

Executed on \_\_\_\_\_

(Letter by the Guarantor to the Procuring Agency)

WHEREAS the \_\_\_\_\_ (hereinafter called the Procuring Agency) has entered into a Contract

\_\_\_\_\_ (Particulars of Contract). <sup>with</sup>

\_\_\_\_\_ (hereinafter called the Contractor).

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

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

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

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

Notice in writing of any default, of which the Procuring Agency shall be the sole and <sup>final</sup> 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 to the Procuring Agency all sums then due under this Guarantee without any reference to the Contractor and without any objection.

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

This Guarantee shall expire not later than \_\_\_\_\_ by which date we must have received any claims by registered letter, telegram, telex or telefax.

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

\_\_\_\_\_  
Guarantor (Scheduled Bank)

Witness:

1. \_\_\_\_\_

1. Signature \_\_\_\_\_

\_\_\_\_\_  
Corporate Secretary (Seal)

2. Name \_\_\_\_\_

3. Title \_\_\_\_\_

2. \_\_\_\_\_

\_\_\_\_\_  
(Name, Title & Address)

\_\_\_\_\_  
Corporate Guarantor (Seal)

## INDENTURE FOR SECURED ADVANCES.

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

This INDENTURE made the ..... day of ..... 197-- BETWEEN (hereinafter called "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 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 which referred to as the said work):-

(Here enter (the description of the works).<sup>1</sup>

AND WHEREAS the contractor has applied to the ..... for an advance to him of Rupees ..... (Rs. ....) on the security of materials absolutely belonging to him and brought 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

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on ..... — and on such covenants and conditions as are hereinafter contained and the Government has reserved to itself the option of making any further advances on the security of other materials brought by the Contractor to the site of the said works.

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

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

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

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

Form No. 17-A

Offered to and accepted by the Government as security for the said amount are absolute 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

Form No. 17-A

Materials on the security of which any further advance or advances may hereafter be made as aforesaid (hereinafter called the said materials) shall be used by the Contractor solely in the execution of the said works in accordance with the directions of the Divisional Officer (hereinafter called the Divisional Officer) and in the terms of the said agreement.

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

(5) 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 (then actually used in the construction and in respect of which recovery has not been made previously the value for this purpose being determined in respect of each description of material at the rates at which the amount of the advances made under these presents were calculated.

(7) That if the Contractor shall at any time make any default in the performance or observation in any respect of any of the terms and provisions of the said agreement or of these presents the total amount of the advance or advances that may still be owing to the Government shall immediately on the happening of such default be repayable by the Contractor to the Government together with interest thereon at twelve

percent per annum from the date or respective dates of such advance or advances to the date 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 otherwise by reason of (the default of the Contractor and any moneys so becoming due and payable shall constitute a debt due from the Contractor to the Government and the Contractor hereby covenants and agrees with the Government to repay and the same respectively 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 therewith the Government may at any time thereafter adopt all or any of the 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 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 ..... decision shall be final and the provisions of the Indian Arbitration Act for the time being in force so far as they are applicable shall apply to any such reference.

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

Signed, sealed and delivered by\* In  
the presence of

Seal

1st witness 2<sup>nd</sup> witness

Signed, sealed and delivered by\* In  
the presence of

Seal

1st Witness 2<sup>nd</sup> witness

# SPECIFICATIONS

*[Note for Preparing the Specifications]*

A set of precise and clear specifications is a prerequisite for bidders to respond realistically and competitively to the requirements of the user without qualifying their Bids. The specifications must be drafted to permit the widest possible competition and, at the same time, present a clear statement of the required standards of workmanship, materials and 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 the materials to be incorporated in the works be new, unused, and of the most recent or current models, and incorporated all recent improvements in design and materials unless provided otherwise in the contract.

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

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

## Sample Clause: Equivalency of Standards and Codes

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

**Clause -18: Financial Assistance /Advance Payment.**

(A) **Mobilization advance** is not allowed.

(B) **Secured Advance against materials brought at site.**

- (i) Secured Advance may be permitted only against imperishable materials/quantities anticipated to be consumed/utilized on the work within a period of three months from the date of issue of secured advance and definitely not for full quantities of materials for the entire work/contract. The sum payable for such materials on site shall not exceed 75% of the market price of materials;
- (ii) Recovery of Secured Advance paid to the contractor under the above provisions shall be affected from the monthly payments on actual consumption basis, but not later than period more than three months (even if unutilized).

**Clause -19: Recovery as arrears of Land Revenue.** Any sum due to the Government by the contractor shall be liable for recovery as arrears of Land Revenue.

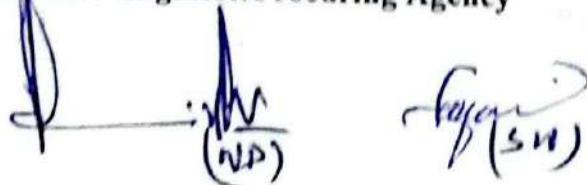
**Clause -20: Refund of Security Deposit/Retention Money.** On completion of the whole of the works (a work should be considered as complete for the purpose of refund of security deposit to a contractor from the last date on which its final measurements are checked by a competent authority, if such check is necessary otherwise from the last date of recording the final measurements), the defects notice period has also passed and the Engineer has certified that all defects notified to the contractor before the end of this period have been corrected, the security deposit lodged by a contractor (in cash or recovered in installments from his bills) shall be refunded to him after the expiry of three months from the date on which the work is completed.



Divisional Accountant

**Contractor**

**Executive Engineer/Procuring Agency**



NP (Signature)

Farooq (Signature)

WORK NO. 2

# SPPRA BIDDING DOCUMENTS



**STANDARD FORM OF BIDDING DOCUMENT FOR  
PROCUREMENT OF WORKS  
(FOR LARGE CONTRACTS COSTING MORE THAN 50 MILLION)**

(Harmonized with SPPRA Rules)

**FOR THE WORK OF  
WATER SUPPLY LINE WITH ALL EQUIPMENTS AND  
SEWERAGE LINE AT MAJEEED COLONY MALIR DISTRICT  
MALIR KW&SC**

EXECUTIVE ENGINEER (W&S)  
BIN QASIM TOWN DISTRICT MALIR

**KARACHI WATER & SEWERAGE CORPORATION**  
Cattle Colony Road Bin Qasim Town District Malir

## BIDDING DATA

(a) Name of Procuring Agency:-

Karachi Water & Sewerage Corporation

(b) Brief Description of Works:-

WATER SUPPLY LINE WITH ALL EQUIPMENTS AND SEWERAGE LINE AT MAJEEED COLONY MALIR DISTRICT MALIR KW&SC

(c) Procuring Agency's address:-

Executive Engineer (W/S), KW&SC, Karachi  
Cattle Colony Road Bin Qasim Town District  
Malir

(d) Estimated Cost:-

Rs. 232,623,144/-

(a) Amount of Bid Security: -

5%) of Bid Amount through Demand Draft / Pay order / Bank Guarantee.

(b) Period of Bid Validity (days):-

90 Days (Not more than Ninety days).

(c) Security Deposit:-

(including bid Security):-

5%

(Maximum **10%** Including 5% of bid security of the quoted price)

(d) Performance Security:-

10%

(e) Percentage, if any, to be deducted from bills:-

10 % S/Deposit, 8% Income Tax, 1.5% Water Charges, 5% SST-(as per policy).

(f) Deadline for Submission of Bids on "EPADS" portal along with time:-

12-02-2026 at 11.00 PM

(Place of submission at the below address).

(g) Venue, Time, and Date of Bid Opening:-

Office of the Account Officer (ADP) Secretary KW&SC, Committee Room First Floor Block- "C" 9<sup>th</sup> Mile Karsaz Shahrah-e-Faisal Karachi, in the presence of Tenderer or their authorized representative on the dated & time.

12-02-2026 at 11.30 PM).

As specified in LOC.

(h) Time for Completion from written order of commence:-

0.5% (0.05% of Estimated cost or sanctioned cost per day of delay, but not exceeding 10%).

(i) Liquidity damages: -

With any Procuring Agency on Rs.100 Stamp paper duly stamped & signed in original along with Tender Cost / Bid Security before opening of Tender / Bid.

Executive Engineer (W-D)  
BIN QASIM TOWN, K.W.& S.C

Divisional Accounts office  
District Malir KW&SC

*[Signature]*  
Executive Engineer (Sew)  
BIN QASIM TOWN, K.W.& S.C

**KARACHI WATER AND SEWERAGE CORPORATION**  
**OFFICE OF THE EXECUTIVE ENGINEER (SEWERAGE) MODEL COLONY TOWN**  
**Cattle Colony Road Bin Qasim Town District Malir**

**(Part-A)**

**BILL OF QUANTITIES**

ME OF WORK: **PROVIDING & LAYING WATER SUPPLY SYSTEM OF 450MM, 200MM, 160MM, 110MM & 90MM WATER PIPE LINE AT WATER LINE FROM MAIN MEHRAN HIGHWAY TO EIDGAH GROUND STREETS OF SECTOR 02, AND FROM MEDICO TO RANGERS HEAD QUARTER DIFFERENT STREETS OF MAJEED COLONY ADJOINING EAS FOR THE BETTEREMENT OF WATER SUPPLY IN BIN QASIM TOWN DISTRICT MALIR**

**(A) Description and Rate of Items Based on Composite Schedule of Rates**

No.	Quantities	Description of item to be executed at site	Rupees in Figures	Rupees in Words	Unit	Total Amount
01.	113845 Sft	Scarifying the existing road surface	633.72	Six Hundred Thirty Three & Seventy Two paisa	% Sft	721,458.53
02.	170767.50 Cft	Dismantling and removing road metaling.	26.93	Twenty Six & Ninety Three Paisa	P/ Cft	4,598,768.78
03.	569225 Cft	Excavation for pipeline and trenches, and pits in wet soil clay or mud i/c trimming and dressing sides to true alignment and shape leveling of beds of trenches to correct level and grade, cutting joints holes and disposal of surplus earth within a one chain as directed by Engineer incharge , Providing fence guards, lights, flags and temporary crossings for non-vehicular traffic where ever required lift upto 5 ft, (1.52m) and lead upto one chain (30.5m). 0'-5'	27432.00	Twenty Seven Thousand Four Hundred Thirty Two	% 0Cft	15,614,980.20
04.	82035 Cft	Add for additional lift of every 3' ft (5'-8')	33048.00	Thirty Three Thousand Forty Eight	% 0Cft	2,711,092.68
05.		Providing Laying & Fixing in trench i/c fitting, jointing & testing etc complete in all respect the high density polyethylene PE pipes (HDPE-100) for W/S (PN 10) for conforming ISO-4427 DIN 8074/8075 B.S 3380 & PSI 3051.				
	3170 Rft	450 MM	9487.20	Nine Thousand Four Hundred Eighty Seven & Twenty Paisa	P/Rft	30,074,424.00
	6500 Rft	200 MM	1888.05	One Thousand Eight Hundred Eighty Eight & Five Paisa	P/Rft	12,272,325.00
	12800 Rft	160 MM	1212.66	One Thousand Two Hundred Twelve & Sixty Six Paisa	P/Rft	15,522,048.00
	11800 Rft	110 MM	601.00	Six Hundred One	P/Rft	7,091,800.00
	10000 Rft	90 MM	402.72	Four Hundred Two & seventy Two Paisa	P/Rft	40,27,200.00

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06.		C.I sluice valve heavy pattern (Test Pressure 21.0 kg/sq.com or 300lb/sq .Inch).				
	06 Nos	8" Dia	21500.00	Twenty One Thousand Five Hundred	Each	129,000.00
	06 Nos	6" Dia	17500.00	Seventeen Thousand Five Hundred	Each	105,000.00
	06 Nos	4" Dia	9500.00	Nine Thousand Five Hundred	Each	57,000.00
	06 Nos	3" Dia	8200.00	Eight Thousand Two Hundred	Each	49,200.00
07.		Fixing of sluice valves with 2-cast iron tailpieces, one and flanged and other with socket i/c the cast of nuts bolt and rubber packing, labour etc complete				
	06 Nos	8" Dia	9254.00	Nine Thousand Two Hundred Fifty Four	Each	55,524.00
	06 Nos	6" Dia	6063.00	Six Thousand Sixty Three	Each	36,378.00
	06 Nos	4" Dia	5023.00	Five Thousand Twenty Three	Each	30,138.00
	06 Nos	3" Dia	4089.00	Four Thousand Eighty Nine	Each	24,534.00
08.		Providing Laying & Fixing in trench i/c fitting, jointing & testing etc complete in all respect the high density polyethylene PE pipes (HDPE-100) for W/S (PN 10) for conforming ISO-4427 DIN 8074/8075 B.S 3380 & PSI 3051.				
	01 No	315x315x315	24596.00	Twenty Four Thousand Five Hundred Ninety Six	Each	24,596.00
	02 Nos	200x200x200	9938.00	Nine Thousand Nine Hundred Thirty Eight	Each	19,876.00
	02 Nos	160x160x160	6367.00	Six Thousand Three Hundred Sixty Seven	Each	12,734.00
	02 Nos	110x110x110	3029.00	Three Thousand Twenty Nine	Each	6,058.00
09.	60 Days	Full Hire charges of pumping set Per day i/c of wages of driver and assistant fuel or electric energy plat forms required for placing pumps etc, at lower depth with suction and delivery pipe for pumping out water found at various depths from trenches i/c the cost of erection and dismantling after completion of the job. (i)Hire charges of pumping set of upto 10 H.P pumping out water from 10 ft. deep trench.	7468.80	Seven Thousand Four Hundred Sixty Eight & Paisa Eighty	P/Day	4,48,128.00

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24 Nos.	Construction of C.C Block masonry chambers of size 4' x 4' x 4' (inside dimension) with 24" x 24" C.I cover frame weight 40 kgs fix 4" R.C.C 1:2:4 slab with steel 1/2" dia for bar @ 6" C.C 1/4" dia @ 8" C.C distribution bar, 6" thick C.C 1:3:6 Block masonry wall set 1:6 C.M, 6" C.C 1:4:8 in foundation, 2" thick C.C 1:2:4 flooring, 1/2" thick cement plaster 1:3 ratio inside wall surface, 1 foot deep up to roof slab, M.S foot tress 5/8" dia bar at every 2 feet deep including query de watering, evacuation, refilling and disposal surplus of earth.	76797.00	Seventy Six Thousand Seven Hundred Ninety Seven	Each	1,843,128.00
159672.50 Cft	Sand Haro	43.66	Four Three & Paisa Sixty Six	P/Cft	6,971,301.35
480189.72 Cft	Refilling the excavated stuff in trenches 6" thick layer i/c watering ramming to full compaction etc, complete.	14020.80	Fourteen Thousand Twenty & Paisa Eighty	% 0Cft	6,732,644.08
56922.50 Sft	Road Restoration	352.54	Three Hundred Fifty Two & Paisa Fifty Four	P/Sft	20,067,458.15
					<b>Total 129,246,795.00</b>

EXECUTIVE ENGINEER (W-D)  
BIN QASIM TOWN, K.W.& S.C

I hereby Quote \_\_\_\_\_ % At par/ Above/Below the Composite Schedule of Rates (CSR-2024) Rs. \_\_\_\_\_ Total  
At par/ above / Below (Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ Only)

Contractor Signature:- \_\_\_\_\_

Address:- \_\_\_\_\_

**BILL OF QUANTITIES**

E OF WORK: **PROVIDING AND LAYING NEW SEWERAGE SYSTEM OF 15" & 18" DIA SEWER LINE AT DIFFERENT STREETS OF MAJEED COLONY, DHAKA ABADI, JECOB LINES, LABOUR SQUARE AND ADJOINING AREAS OF MAJEED COLONY FOR THE BETTEREMENT OF SEWERAGE SYSTEM IN EXISTING AREAS IN BIN QASIM TOWN DISTRICT MALIR**

**(A) Description and Rate of Items Based on Composite Schedule of Rates**

Quantities	Description of item to be executed at site	Rupees in Figures	Rupees in Words	Unit	Total Amount
1. 69210 Sft	Scarifying the existing road surface	633.72	Six Hundred Thirty Three & Seventy Two paisa	% Sft	4,38,597.61
2. 103815 Cft	Dismantling and removing road metaling.	26.93	Twenty Six & Ninety Three Paisa	P/ Cft	2,795,737.95
3. 346050 Cft	Excavation for pipeline and trenches, and pits in wet soil clay or mud i/c trimming and dressing sides to true alignment and shape leveling of beds of trenches to correct level and grade, cutting joints holes and disposal of surplus earth within a one chain as directed by Engineer incharge , Providing fence guards, lights, flags and temporary crossings for non-vehicular traffic where ever required lift upto 5 ft, (1.52m) and lead upto one chain (30.5m). 0'-5'	27432.00	Twenty Seven Thousand Four Hundred Thirty Two	% 0Cft	9,492,843.60
4. 174870 Cft	Add for additional lift of every 3' ft (5'-8')	33048.00	Thirty Three Thousand Forty Eight	% 0Cft	5,779,103.76
5. 174870 Cft	Add for additional lift of every 3' ft (8'-11')	38664.00	Thirty Eight Thousand Six hundred Sixty Four	% 0Cft	6,761,173.68
7.	Providing Laying General RCC Standard pipes with Rubber Ring, joint & fitting in trench i/c cutting fitting jointing with rubber ring i/c testing with water to specified pressure.				
6. 6050 Rft	18" Dia	2104.27	Two Thousand One Hundred Four & Paisa Twenty Seven	P/Rft	12,730,833.50
8. 9740 Rft	15" Dia	1536.64	Three Thousand Two Hundred Thirty Nine & Fifty Three Paisa	P/Rft	14,966,873.60
395 Nos.	Providing M/H 4 feet internal diameter without RCC manhole covers 5 feet clear depth cast in situ 1:2:4 9"thick wall 1:4:8 cement concrete in 6 ft dia and 6 inch thick in foundation 1:2:4 CC in benching $\frac{1}{2}$ "thick cement plaster 1:3 cement mortar on inside wall and surface of channel and benching to top including Making required numbers of main and branches channels $\frac{3}{4}$ " dia bar M.S foot rest at 12" c/c including cost of excavation in all kind of soil back filling and disposal of excavated stuff etc complete as per design and instruction of the Engineer in charge.	46274.00	Forty Six Thousand Two Hundred Seventy Four	Each	18,278,230.00

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	Quantities	Description of item to be executed at site	Rupees in Figures	Rupees in Words	Unit	Total Amount
1.	(+) 1773.80 Ft	Extra Depth Add / deduct 4' Dia 5' depth Manhole	8106.00	Eight Thousand One Hundred Six	P/Ft	14,378,422.80
2.	18 Days	Full Hire charges of pumping set Per day i/c of wages of driver and assistant fuel or electric energy plat forms required for placing pumps etc, at lower depth with suction and delivery pipe for pumping out water found at various depths from trenches i/c the cost of erection and dismantling after completion of the job. (i)Hire charges of pumping set of upto 10 H.P pumping out water from 10 ft, deep trench.	7468.80	Seven Thousand Four Hundred Sixty Eight & Paisa Eighty	P/Day	1,34,438.40
1.	1184 Nos.	Making connection with the existing manholes i/c the cost of cutting holes in wall making them good in Cement Concrete 1:2:4 and making the required channel etc complete	631.80	Six Hundred Thirty One & Paisa Eighty	Each	7,48,051.20
2.	60433.98 Cft	Refilling the excavated stuff in trenches 6" thick layer i/c watering ramming to full compaction etc, complete.	14020.80	Fourteen Thousand Twenty & Paisa Eighty	% 0Cft	8,473,245.89
3.	58290 Cft	Supply of Sand Haro of the any other Sources of the same modulus of the finances	43.66	Forty Three & Paisa Sixty Six	P/ Cft	2,544,941.40
14.		Manufacturing & Supplying of R.C.C manhole cover cast in 1:2:4 cement concrete ratio 3" inch deep at center reinforced with 1/2" dia M.S tor bars with 4" c/c welded to a 3/16' thick 2 inch wide M.S Plate and two hooks of 3/8" inch dia tor bars including compacting, curing and transportation within 10 miles.				
	395 Nos	21" Dia	3238.79	Three Thousand Two Hundred Thirty Eight & Paisa Seventy Nine	Each	1,279,322.05
15.	50 Nos	Manufacturing and supplying of R.C.C ring slab of 21" inch inside and 36" dia outside 7.5" inch width and 6" inch thick in/c 3/8" dia tor steel bar two concentric rings with 3/8" inch dia 08 Nos cross linked bars welded and two sunk type hooks casted in a 1:1-1/2:3 concrete with embedded 15kg C.I frame in perfect position including transportation charges for an average lead of 20Km per trip from casting yard to town office. ( A minimum of 25 slabs per trip will be transported)	7504.69	Seven Thousand Five Hundred Four & Paisa Sixty Nine	Each	375,234.50

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Quantities	Description of item to be executed at site	Rupees in Figures	Rupees in Words	Unit	Total Amount
50 Nos	Shifting to the site and fixing of 36" inch dia Ring Slab in perfect position on damaged manholes including cutting of damaged portion of manhole in proper shape and laying of cement morter of 2"inch thickness and disposal of debris)	1787.76	One Thousand Seven Hundred Eighty Seven & Paisa Seventy Six	Each	89,388.00
11658 Sft	Road Restoration	352.54	Three Hundred Fifty Two & Paisa Fifty Four	P/Sft	4,109,911.32
<b>Total</b>					<b>103,376,349/=</b>

*faiz*  
EXECUTIVE ENGINEER (SEW)  
BIN QASIM TOWN, K.W.& S.C

I hereby Quote \_\_\_\_\_ % At par/ Above/Below the Composite Schedule of Rates (CSR-2024) Rs. \_\_\_\_\_ Total  
or At par/ above / Below (Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ Only)

Contractor Signature:- \_\_\_\_\_

Address:- \_\_\_\_\_

## Summary Of Bill Of Quantities

### Cost of Bid

1. Rates quoted for Part "A"

Rs. \_\_\_\_\_

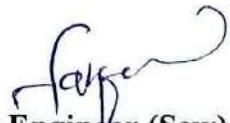
2. Rates quoted for Part "B"

Rs. \_\_\_\_\_

Total Cost of Bid= Total (A) + Total (B)

Rs. \_\_\_\_\_

  
Executive Engineer (W-D)  
BIN QASIM TOWN, K.W.& S.C

  
Executive Engineer (Sew)  
BIN QASIM TOWN, K.W.& S.C

Contractor Signature: - \_\_\_\_\_

Address: - \_\_\_\_\_

## INVITATION FOR BIDS

Date:- \_\_\_\_\_

Bid Reference No:- \_\_\_\_\_

- 1- The procuring Agency, Karachi Water & Sewerage Corporation, invites e-bids from interested firms or bidder and should have valid registration with Sindh Revenue Board (SRB), Federal Board of Revenue (FBR) on active Taxpayer List (TPL) as well as (PEC) Registration certificate along-with speciation in relevant filed, GST Registration Certificate (where applicable) in the appropriate specific work with the Procurement Agency for the work of.  
**WATER SUPPLY LINE WITH ALL EQUIPMENTS AND SEWERAGE LINE AT MAJEED COLONY MALIR DISTRICT MALIR KW&SC**
- 2- (enter the title, type, and financial volume of work), which be completed in day's time of completion (entire appropriate time period).
- 3- Biding documents shall be download from the website of "EPADS" (<http://portalsindh.eprocurement.gov.pk>) of SPPRA Sindh and its Tender(s) cost as mentioned in the "NIT" in the shape of Pay-order / Demand (non-refundable), shall be submit before the time of announcement of e-bid.
- 4- All bids must be accompanied by a Bid Security in the amount of required 5% of bid price in the shape of (pay order / Demand Draft / Bank Guarantee) and same must be submitted Physically in the Office of the Account Officer (ADP) Secretary KW&SC, Committee Room First Floor Block- "C" 9<sup>th</sup> Mile Karsaz Shahrah-e-Faisal Karachi (indicate the address if it differs).

Note:- 1- Procuring Agency to enter the requisite information in blank spaces,  
2- The Bid shell be opened within one / hour after the deadline submission of bids.



Executive Engineer (W-D)  
BIN QASIM TOWN, K.W.& S.C



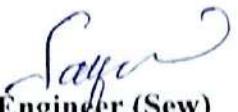
Executive Engineer (Sew)  
BIN QASIM TOWN, K.W.& S.C

**INSTRUCTION FOR PREPARING BIDS**

**In terms of Rule-21(c) of SPP Rules-2010 & amended upto date**

1. The Participants must quote the rates both in words and figures.
2. Bid Security / Earnest Money should be made from the A/c. of the Company / Firm of the participant.
3. integrity pact on the stamp paper wroth Rs. 100/= should be uploaded with the Tender / Bid
4. Bid would not be conditional
5. Bids should be accompanied by bid Security of Required (%) / Amount
6. Bid uploaded on specified date and time
7. The firm will not be Blacklisted Firms
8. Uploaded documents should not be found forged at any stage
9. Pay-order of the Bid security should be summited Physically in (Office of the Account Officer (ADP) Secretary KW&SC, Committee Room First Floor Block- "C" 9<sup>th</sup> Mile Karsaz Shahrah-e-Faisal Karachi ) before opening of the Bid.
10. Mandatory requirement of valid PEC Registration, FBR (Active Taxpayer List) and SRB (Sindh Revenue Board) in case of Supply items GST Registration.
11. Experience and Financial certificate as per "NIT"
12. Bid must be signed with stamp, address and contact number
13. All applicable taxes including SST/SRB will be deducted from Grass amount of bill.

  
Executive Engineer (W-D)  
BIN QASIM TOWN, K.W.& S.C

  
Executive Engineer (Sew)  
BIN QASIM TOWN, K.W.& S.C

## EVALUATION CRITERIA

In terms of Rule-21 (1) (b) Rule-21 (A) of SPP Rules 2010 & (Amended 2023)

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



Executive Engineer (W-D)  
BIN QASIM TOWN, K.W.& S.C



Executive Engineer (Sew)  
BIN QASIM TOWN, K.W.& S.C

Name of Work:- WATER SUPPLY LINE WITH ALL EQUIPMENTS AND SEWERAGE LINE AT MAJEED COLONY MALIR DISTRICT MALIR KW&SC.

(INTEGRITY PACT)

DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC. PAYABLE BY THE SUPPLIERS OF GOODS, SERVICES & WORKS IN CONTRACTS WORTH RS. 10.00 MILLION OR MORE

Contract No. \_\_\_\_\_

Dated \_\_\_\_\_

Contract Value: \_\_\_\_\_

Contract Title: \_\_\_\_\_

(Name of Supplier / Contractor/ Consultant) hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Sindh ((PA)) or any administrative department or agency thereof or any other entity owned or controlled by (PA) through any corrupt business practice.

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

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

(Name of Supplier / Contractor/ Consultant) accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to 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 Supplier / Contractor/ Consultant) as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from (PA).

Name of Procuring Agency:.....

Name of Contractor:.....

Signature: .....



Signature \_\_\_\_\_

## **INSTRUCTIONS TO PROCURING AGENCIES**

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

**A. Basis of Documents**

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

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

**B. Contents of Documents**

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

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

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

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

- (i) Invitation for Bids

## **SCHEDULE - D TO BID**

### **PROPOSED PROGRAMME OF WORKS**

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

## METHOD OF PERFORMING WORKS

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

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

## (INTEGRITY PACT)

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

Contract No. \_\_\_\_\_ Dated \_\_\_\_\_  
 Contract Value: \_\_\_\_\_  
 Contract Title: \_\_\_\_\_

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

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

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

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

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

.....  
 [Procuring Agency]

[Contractor]

## **CONDITIONS OF CONTRACT**

## INSTRUCTIONS TO BIDDERS

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

### A. GENERAL

#### IB.1 Scope of Bid & Source of Funds

##### 1.1 Scope of Bid

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

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

##### 1.2 Source of Funds

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

#### IB.2 Eligible Bidders

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

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

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

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

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

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

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

### **IB.3 Cost of Bidding**

3.1 The bidder shall bear all costs associated with the preparation and submission of the bid and the Procuring Agency will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process (SPP Rules 24 & 25).

## **B. BIDDING DOCUMENTS**

### **IB.4 Contents of Bidding Documents**

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

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

### **IB.5 Clarification of Bidding Documents**

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

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



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

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

- 6.1 At any time prior to the deadline for submission of Bids, the Procuring Agency may, for any reason, whether at his own initiative or in response to a clarification requested by a interested bidder, modify the Bidding Documents by issuing addendum.
- 6.2 Any addendum thus issued shall be part of the Bidding Documents pursuant to Sub-Clause 6.1 hereof, and shall be communicated in writing to all purchasers of the Bidding Documents. Prospective bidders shall acknowledge receipt of each addendum in writing to the Procuring Agency.
- 6.3 To afford interested bidders reasonable time in which to take an addendum into account in preparing their Bids, the Procuring Agency may at its discretion extend the deadline for submission of Bids.

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

#### **IB.7 Language of Bid**

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

#### **IB.8 Documents Comprising the Bid**

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

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

#### **IB.9 Sufficiency of Bid**

- 9.1 Each bidder shall satisfy himself before Bidding as to the correctness and sufficiency of his Bid and of the premium on the rates of CSR / rates and prices quoted/entered in the Schedule of Prices, which rates and prices shall except in so far as it is otherwise expressly provided in the Contract, cover all his obligations under the Contract and all matters and things necessary for the proper completion of the works.



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

#### **IB.10 Bid Prices, Currency of Bid and Payment**

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

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

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

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

#### **IB.11 Documents Establishing Bidder's Eligibility and Qualifications**

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

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

#### **IB.12 Documents Establishing Works' Conformity to Bidding Documents**

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

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



### **IB.13 Bid Security**

- 13.1 Each bidder shall furnish, as part of his bid, at the option of the bidder, a Bid Security as percentage of bid price/estimated cost or in the amount stipulated in Bidding Data in Pak. Rupees in the form of *Deposit at Call/ Payee's Order or a Bank Guarantee* issued by a Scheduled Bank in Pakistan in favour of the Procuring Agency valid for a period up to twenty eight (28) days beyond the bid validity date (*Bid security should not be below 1% and not exceeding 5% of bid price/estimated cost SPP Rule 37*).
- 13.2 Any bid not accompanied by an acceptable Bid Security shall be rejected by the Procuring Agency as non-responsive.
- 13.3 The bid securities of unsuccessful bidders will be returned upon award of contract to the successful bidder or on the expiry of validity of Bid Security whichever is earlier.
- 13.4 The Bid Security of the successful bidder will be returned when the bidder has furnished the required Performance Security, and signed the Contract Agreement (SPP Rule 37).
- 13.5 The Bid Security may be forfeited:
  - (a) if a bidder withdraws his bid during the period of bid validity; or
  - (b) if a bidder does not accept the correction of his Bid Price, pursuant to Sub-Clause 16.4 (b) hereof; or
  - (c) in the case of a successful bidder, if he fails within the specified time limit to:
    - (i) furnish the required Performance Security or
    - (ii) sign the Contract Agreement.

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

- 14.1 Bids shall remain valid for the period stipulated in the Bidding Data after the date of bid opening.
- 14.2 In exceptional circumstances, Procuring Agency may request the bidders to extend the period of validity for a additional period but not exceeding 1/3 of the original period. The request and the bidders' responses shall be made in writing or by cable. A Bidder may refuse the request without forfeiting the Bid Security. A Bidder agreeing to the request will not be required or permitted to otherwise modify the Bid, but will be required to extend the validity of Bid Security for the period of the extension, and in compliance with IB.13 in all respects (SPP Rule 38).
- 14.3 All Schedules to Bid are to be properly completed and signed.
- 14.4 No alteration is to be made in the Form of Bid except in filling up the blanks as directed. If any alteration be made or if these instructions be not fully complied with, the bid may be rejected.

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

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

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

#### **D. SUBMISSION OF BID**

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

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

15.2 The inner and outer envelopes shall

- (a) be addressed to the Procuring Agency at the address provided in the Bidding Data
- (b) bear the name and identification number of the Contract as defined in the Bidding and Contract Data; and
- (c) provide a warning not to open before the specified time and date for Bid opening as defined in the Bidding Data.
- (d) in addition to the identification required in 15.2, the inner envelopes shall indicate the name and address of the Bidder to enable the Bid to be returned unopened in case it is declared late.
- (e) If the outer envelope is not sealed and marked as above, the Procuring Agency will assume no responsibility for the misplacement or premature opening of the Bid

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

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

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

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



## E. BID OPENING AND EVALUATION

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

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

Any Bid Price or discount which is not read out and recorded at bid opening will not be taken into account in the evaluation of bid.
- 16.3 To assist in the examination, evaluation and comparison of Bids the Engineer/Procuring Agency may, at its discretion, ask the bidder for a clarification of its Bid. The request for clarification and the response shall be in writing and no change in the price or substance of the Bid shall be sought, offered or permitted (SPP Rule 43).
- 16.4 (a) Prior to the detailed evaluation, pursuant to IB.16.7 to 16.9, the Engineer/Procuring Agency will determine the substantial responsiveness of each bid to the Bidding Documents. For purpose of these instructions, a substantially responsive bid is one which conforms to all the terms and conditions of the Bidding Documents without material deviations. It will include determining the requirements listed in Bidding Data.

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

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

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

- 16.5 A Bid determined as substantially non-responsive will be rejected and will not subsequently be made responsive by the bidder by correction of the non-conformity.
- 16.6 Any minor informality or non-conformity or irregularity in a Bid which does not constitute a material deviation (major deviation) may be waived by Procuring Agency.

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

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

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

**(B) Minor Deviations**

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

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

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

**16.8 Evaluated Bid Price**

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

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

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

8. We understand that you are not bound to accept the lowest or any bid you may receive.
9. We do hereby declare that the Bid is made without any collusion, comparison of figures or arrangement with any other person or persons making a bid for the Works.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20

Signature \_\_\_\_\_

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

*(Name of Bidder in Block Capitals)*

*(Seal)*

Address

---

---

---

Witness:

(Signature) \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

---

**[SCHEDULES TO BID INCLUDE THE FOLLOWING:**

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

**SCHEDULE – A TO BID**

**SCHEDULE OF PRICES**

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2.	Schedule of Prices.....	26
	*(a) Summary of Bid Prices	
	* (b) Detailed Schedule of Prices /Bill of Quantities (BOQ)	

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

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

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

4.5 (a) The bidder shall be deemed to have obtained all information as to and all requirements related thereto which may affect the bid price.  
 \*(b) The Contractor shall be responsible to make complete arrangements for the transportation of the Plant to the Site.

*\*(Procuring Agency may modify as appropriate)*

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

## 5. Bid Prices

### 5.1 Break-up of Bid Prices

The various elements of Bid Prices shall be quoted as detailed by the Procuring Agency in the format of Schedule of Prices.

The bidder shall recognize such elements of the costs which he expects to incur the performance of the Works and shall include all such costs in the rates and amounts entered in the Schedule of Prices.

### 5.2 Total Bid Price

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

## 6. Provisional Sums and Day work

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

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

## SCHEDULE OF PRICES – SUMMARY OF BID PRICES (Sample)

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

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

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

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

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

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

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

1. The eligible bidders are defined in IB.2; the text can be amended by the Procuring Agency as deemed appropriate.
2. The non-refundable fee for the sale of Bidding Documents should be nominal so as to cover printing/reproduction and mailing costs and to ensure that only bona-fide bidders shall apply (SPP Rule 20).
3. The amount of Bid Security should be a lump sum figure or a percentage, but not less than 1% and more than 5% of bid price and should be in accordance with IB.13 (SPP Rule 37).
4. If the venue of receipt of bids and the opening of bids is the same, the times for receipt and opening of bids are to be entered in last Para of the Notice Inviting Tender, otherwise indicate the name, address and exact location for the opening of bids. However the date for the receipt and the opening of bids shall be same (SPP Rule 41).

### **D. Instructions to Bidders**

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

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

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

3. The sum insured for different insurances including minimum amount of third party insurance should be assessed by the Engineer/Procuring Agency and entered in Contract Data. Such insurance cover shall be carried out with Insurance Company having at least AA rating from PACRA / JCR in the favour of the procuring agency.
4. The time for completion of the whole of the works should be assessed by the Engineer/Procuring Agency and entered in the Contract Data.
5. The Conditions of Contract contain no overall limit on the Contractor's liability. The amount of **liquidated damages** per day of delay shall be entered by the Engineer/Procuring Agency in Contract Data. Usually the liquidated damages are set between **0.05 percent and 0.10 percent per day and the maximum limit as 10 percent of contract price stated in the Letter of Acceptance**.
6. Any amendment and/or additions to the Conditions of the Contract that are specific to a given Bid/Contract should be included by the Procuring agency. This may include but not be limited to the provisions regarding the following:
  - a) Terms of Payment should be prepared and incorporated in Contract Data by the Engineer/Procuring Agency.
  - b) The Engineer/Procuring Agency to make sure that all taxes and duties are included by the Bidders/Contractors in their prices.

#### **I. Specifications**

To be prepared and incorporated by the Engineer/Procuring Agency

#### **J. Drawings**

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

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## **INVITATION FOR BIDS**

## INVITATION FOR BIDS

Date: \_\_\_\_\_  
Bid Reference No.: \_\_\_\_\_

1. The Procuring Agency, [enter name of the procuring agency], invites sealed bids from interested firms or persons licensed by the Pakistan Engineering Council in the appropriate category( not required for works costing Rs 2.5 million or less) and/or duly pre-qualified(if pre-qualification is done for specific scheme/project) with the Procuring Agency for the Works, \_\_\_\_\_ [enter title, type and financial volume of work], which will be completed in \_\_\_\_\_ [enter appropriate time period] days.
2. A complete set of Bidding Documents may be purchased by an interested eligible bidder on submission of a written application to the office given below and upon payment of a non-refundable fee of Rupees \_\_\_\_\_ (Insert Amount). Bidders may acquire the Bidding Documents from the Office of the Procuring Agency at \_\_\_\_\_ (Mailing Address).
3. All bids must be accompanied by a Bid Security in the amount of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) or \_\_\_\_\_ percentage of bid price in the form of (pay order ' demand draft ' bank guarantee) and must be delivered to \_\_\_\_\_ (Indicate Address and Exact Location) at or before \_\_\_\_\_ hours, on \_\_\_\_\_ (Date). Bids will be opened at \_\_\_\_\_ hours on the same day in the presence of bidders' representatives who choose to attend, at the same address [indicate the address if it differs].

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

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### CONDITIONS OF CONTRACT

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## CONDITIONS OF CONTRACT

### 1. GENERAL PROVISIONS

#### 1.1 Definitions

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

##### **The Contract**

- 1.1.1 "Contract" means the Contract Agreement and the other documents listed in the Contract Data.
- 1.1.2 "Specifications" means the document as listed in the Contract Data, including Procuring Agency's requirements in respect of design to be carried out by the Contractor (if any), and any Variation to such document.
- 1.1.3 "Drawings" means the Procuring Agency's drawings of the Works as listed in the Contract Data, and any Variation to such drawings.

##### **Persons**

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

##### **Dates, Times and Periods**

- 1.1.7 "Commencement Date" means the date fourteen (14) days after the date the Contract comes into effect or any other date named in the Contract Data.
- 1.1.8 "Day" means a calendar day
- 1.1.9 "Time for Completion" means the time for completing the Works as stated in the Contract Data (or as extended under Sub-Clause 7.3), calculated from the Commencement Date.

##### **Money and Payments**

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

does not include any allowance for profit.

### **Other Definitions**

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

1.1.12 "Country" means the Islamic Republic of Pakistan.

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

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

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

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

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

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

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

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

### **1.2 Interpretation**

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

### **1.3 Priority of Documents**

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

#### **1.4 Law**

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

#### **1.5 Communications**

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

#### **1.6 Statutory Obligations**

The Contractor shall comply with the Laws of Islamic Republic of Pakistan. The Contractor 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 time stated in the Contract Data.

**Site Investigation Reports** are those that were included in the bidding documents and are factual and interpretative reports about the surface and subsurface conditions at the Site.

#### **2.2 Permits etc.**

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

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

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

#### **2.4 Approvals**

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

### **3. ENGINEER'S/PROCURING AGENCY'S REPRESENTATIVES**

#### **3.1 Authorised Person**

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

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

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

## **4. THE CONTRACTOR**

### **4.1 General Obligations**

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

### **4.2 Contractor's Representative**

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

### **4.3 Subcontracting**

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

### **4.4 Performance Security**

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

## **5. DESIGN BY CONTRACTOR**

### **5.1 Contractor's Design**

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

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

## 5.2 **Responsibility for Design**

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

# 6. **PROCURING AGENCY'S RISKS**

## 6.1 **The Procuring Agency's Risks**

The Procuring Agency's Risks are:-

- a) war, hostilities (whether war be declared or not), invasion, act of enemies, within the Country;
- b) rebellion, terrorism, revolution, insurrection, military or usurped power, or civil war, within the Country;
- c) riot, commotion or disorder by persons other than the Contractor's personnel and other employees including the personnel and employees of Sub-Contractors, affecting the Site and/or the Works;
- d) ionising radiations, or contamination by radio-activity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radio-active toxic explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component of such an assembly, except to the extent to which the Contractor/Sub-Contractors may be responsible for the use of any radio-active material;
- e) Pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds;
- f) use or occupation by the Procuring Agency of any part of the Works, except as may be specified in the Contract;
- g) late handing over of sites, anomalies in drawings, late delivery of designs and drawings of any part of the Works by the Procuring Agency's personnel or by others for whom the Procuring Agency is responsible;
- h) a suspension under Sub-Clause 2.3 unless it is attributable to the Contractor's failure; and

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

## 7. TIME FOR COMPLETION

### 7.1 Execution of the Works

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

### 7.2 Programme

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

### 7.3 Extension of Time

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

### 7.4 Late Completion

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

## 8. TAKING-OVER

### 8.1 Completion

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

## **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 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 work 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 purpose of this Sub-Clause.

## 10.2 **Valuation of Variations**

Variations shall be valued as follows:

- a) at a lump sum price agreed between the Parties, or
- b) where appropriate, at rates in the Contract, or
- c) in the absence of appropriate rates, the rates in the Contract shall be used as the basis for valuation, or failing which
- d) at appropriate new rates, as may be agreed or which the Engineer/Procuring Agency considers appropriate, or
- e) if the Engineer/Procuring Agency so instructs, at day work rates set out in the Contract Data for which the Contractor shall keep records of hours of labour and Contractor's Equipment, and of Materials, used.

## 10.3 **Changes in the Quantities.**

- a) If the final quantity of the work done differs from the quantity in the Bill of Quantities for the particular item by more than 25 percent, provided the change exceeds 1 percent of the Initial Contract Price, the Procuring Agency/Engineer shall adjust the rate to allow for the change and will be valued as per sub clause 10.2.
- b) The Engineer shall not adjust rates from changes in quantities if thereby the Initial Contract Price is exceeded by more than 15 percent, except with the prior approval of the Procuring Agency.
- c) If requested by the Engineer, the contractor shall provide the Engineer with a detailed cost breakdown of any rate in the Bill of Quantities.

## 10.4 **Early Warning**

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

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

## 10.5 **Valuation of Claims**

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

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

#### 10.6 Variation and Claim Procedure

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

### 11. CONTRACT PRICE AND PAYMENT

#### 11.1 (a) Terms of Payments

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

#### 11.1 (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.

## Interim Payments

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

11.4

### Retention

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

11.5

### Final Payment

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

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

11.6

### Currency

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

12.

## DEFAULT

12.1

### Defaults by Contractor

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

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

## 12.2 **Defaults by Procuring Agency**

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

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

## 12.3 **Insolvency**

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

## 12.4 **Payment upon Termination**

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

- a) any sums to which the Contractor is entitled under Sub-Clause 10.4.
- b) any sums to which the Procuring Agency is entitled,
- c) if the Procuring Agency has terminated under Sub-Clause 12.1 or 12.3, the Procuring Agency shall be entitled to a sum equivalent to twenty percent (20%) of the value of parts of the Works not executed at the date of the termination, and
- d) if the Contractor has terminated under Sub-Clause 12.2 or 12.3, the Contractor shall be entitled to the cost of his demobilisation together with a sum equivalent to ten percent (10%) of the value of parts of the works not executed at the date of termination.

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

## 13. **RISKS AND RESPONSIBILITIES**

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

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

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

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

#### 13.2 **Force Majeure**

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

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

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

- a) any sums to which the Contractor is entitled under Sub-Clause 10.4.
- b) the cost of his demobilization, and
- c) less any sums to which the Procuring Agency is entitled.

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

### 14. **INSURANCE**

#### 14.1 **Arrangements**

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

#### 14.2 **Default**

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

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

## 15. RESOLUTION OF DISPUTES

### 15.1 Engineer's Decision

If a dispute of any kind whatsoever arises between the Procuring Agency and the Contractor in connection with the works, the matter in dispute shall, in the first place, be referred in writing to the Engineer, with a copy to the other party. Such reference shall state that it is made pursuant to this Clause. Not 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 or consultant or if the 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 the 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.

**INTEGRITY PACT**

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

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

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

- (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/items anticipated to be consumed / utilized on the work within a period of months from the date of issue of secured advance and definitely not for full quantities of materials for the entire work/contract

**(b) Recovery of Secured Advance:**

- (i) Secured Advance paid to the Contractor under the above provisions shall be effected from the monthly payments on actual consumption basis, but not later than period specified in the rules not more than three months (even if unutilized); other conditions.
- (ii) As recoveries are made the outstanding accounts of the items concerned in Part II should be reduced by making deduction entries in the column, "deduct quantity utilized in work measured since previous bill," equivalent to the quantities of materials used by the contractor on items of work shown as executed in part I of the bill.

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

- (i) The value of work completed comprises the value of the quantities of the items in the Bill of Quantities completed.
- (ii) value of secured advance on the materials and valuation of variations (if any).
- (iii) Engineer may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.
- (v) Retention money and other advances are to be recovered from the bill submitted by contractor.

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

- i) Lump sum price \_\_\_\_\_ (details), or
- ii) Lump sum price with schedules of rates \_\_\_\_\_ (details), or
- iii) Lump sum price with bill of quantities \_\_\_\_\_ (details), or
- iv) Re-measurement with estimated/bid quantities in the Schedule of Prices or on premium above or below quoted on the rates mentioned in CSR \_\_\_\_\_ (details), or/and
- v) Cost reimbursable \_\_\_\_\_ (details)

## **STANDARD FORMS**

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

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

Guarantee No. \_\_\_\_\_  
Executed on \_\_\_\_\_

(Letter by the Guarantor to the Procuring Agency)

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

Name of Principal (Bidder) with  
address: \_\_\_\_\_

Sum of Security (express in words and  
figures): \_\_\_\_\_

Bid Reference No. \_\_\_\_\_ Date of Bid \_\_\_\_\_

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

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

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

- (1) that the Bid Security shall remain valid for a period of twenty eight (28) days beyond  
the period of validity of the bid;
- (2) that in the event of:
  - (a) the Principal withdraws his Bid during the period of validity of Bid, or
  - (b) the Principal does not accept the correction of his Bid Price, pursuant to Sub-  
Clause 16.4 (b) of Instructions to Bidders, or
  - (c) failure of the successful bidder to
    - (i) furnish the required Performance Security, in accordance with Sub-  
Clause IB-21.1 of Instructions to Bidders, or
    - (ii) sign the proposed Contract Agreement, in accordance with Sub-  
Clauses IB-20.2 & 20.3 of Instructions to Bidders,

the entire sum be paid immediately to the said Procuring Agency for delayed completion and not as penalty for the successful bidder's failure to perform.

NOW THEREFORE, if the successful bidder shall, within the period specified therefore, on the prescribed form presented to him for signature enter into a formal Contract Agreement with the said Procuring Agency in accordance with his Bid as accepted and furnish within fourteen (14) days of receipt of Letter of Acceptance, a Performance Security with good and sufficient surety, as may be required, upon the form prescribed by the said Procuring Agency for the faithful performance and proper fulfilment of the said Contract or in the event of non-withdrawal of the said Bid within the time specified then this obligation shall be void and of no effect, but otherwise to remain in full force and effect.

PROVIDED THAT the Guarantor shall forthwith pay to the Procuring Agency the said sum stated above upon first written demand of the Procuring Agency without cavil or argument and without requiring the Procuring Agency to prove or to show grounds or reasons for such demand, notice of which shall be sent by the Procuring Agency by registered post direct addressed to the Guarantor at its address given above.

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

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

\_\_\_\_\_  
Guarantor (Bank)

Witness:

1. \_\_\_\_\_

1. Signature \_\_\_\_\_

2. Name \_\_\_\_\_

3. Title \_\_\_\_\_

\_\_\_\_\_  
Corporate Secretary (Seal)

2. \_\_\_\_\_

\_\_\_\_\_  
(Name, Title & Address)

\_\_\_\_\_  
Corporate Guarantor (Seal)

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

Guarantee No. \_\_\_\_\_  
Executed on \_\_\_\_\_  
Expiry Date \_\_\_\_\_

(Letter by the Guarantor to the Procuring Agency)

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

Name of Principal (Contractor) with  
address: \_\_\_\_\_

Penal Sum of Security (express in words and  
figures) \_\_\_\_\_

Letter of Acceptance No. \_\_\_\_\_ Dated \_\_\_\_\_

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

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

NOW THEREFORE, if the Principal (Contractor) shall well and truly perform and fulfill all the undertakings, covenants, terms and conditions of the said Documents during the original terms of the said Documents and any extensions thereof that may be granted by the Procuring Agency, with or without notice to the Guarantor, which notice is, hereby, waived and shall also well and truly perform and fulfill all the undertakings, covenants terms and conditions of the Contract and of any and all modifications of the said Documents that may hereafter be made, notice of which modifications to the Guarantor being hereby waived, then, this obligation to be void; otherwise to remain in full force and virtue till all requirements of Clause 9, Remedying Defects, of Conditions of Contract are fulfilled.

Our total liability under this Guarantee is limited to the sum stated above and it is a condition of any liability attaching to us under this Guarantee that the claim for payment in writing shall

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

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

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

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

Witness:

1. \_\_\_\_\_

Guarantor (Bank)

1. Signature \_\_\_\_\_

2. Name \_\_\_\_\_

3. Title \_\_\_\_\_

2. \_\_\_\_\_

(Name, Title & Address)

Corporate Guarantor (Seal)

## FORM OF CONTRACT AGREEMENT

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

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

NOW this Agreement witnesseth as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents after incorporating addenda, if any except those parts relating to Instructions to Bidders, shall be deemed to form and be read and construed as part of this Agreement, viz:
  - (a) The Letter of Acceptance;
  - (b) The completed Form of Bid along with Schedules to Bid;
  - (c) Conditions of Contract & Contract Data;
  - (d) The priced Schedule of Prices/Bill of quantities (BoQ);
  - (e) The Specifications; and
  - (f) The Drawings
3. In consideration of the payments to be made by the Procuring Agency to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Procuring Agency to execute and complete the Works and remedy defects therein in conformity and in all respects within the provisions of the Contract.
4. The Procuring Agency hereby covenants to pay the Contractor, in consideration of the execution and completion of the Works as per provisions of the Contract, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

Signature of the Contactor

(Seal)

Signature of the Procuring Agency

(Seal)

Signed, Sealed and Delivered in the presence of:

Witness:

(Name, Title and Address)

Witness:

(Name, Title and Address)

**MOBILIZATION ADVANCE GUARANTEE**

Guarantee No. \_\_\_\_\_

Executed on \_\_\_\_\_

(Letter by the Guarantor to the Procuring Agency)

WHEREAS the \_\_\_\_\_ (hereinafter called the Procuring Agency) has entered into a Contract \_\_\_\_\_

\_\_\_\_\_ (Particulars of Contract). with \_\_\_\_\_  
\_\_\_\_\_ (hereinafter called the Contractor).

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

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

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

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

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

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

This Guarantee shall expire not later than \_\_\_\_\_

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

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

\_\_\_\_\_  
Guarantor (Scheduled Bank)

Witness:

1. \_\_\_\_\_

1. Signature \_\_\_\_\_

Corporate Secretary (Seal)

2. Name \_\_\_\_\_

3. Title \_\_\_\_\_

2. \_\_\_\_\_

(Name, Title & Address)

\_\_\_\_\_  
Corporate Guarantor (Seal)

INDENTURE FOR SECURED ADVANCES.

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

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

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

(Here enter (the description of the works).<sup>1</sup>

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

Fin R.Form.17.A

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

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

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

(2) That the materials detailed in the said Running Account Bill (B) which have been  
Fin R Form No. 17-A

Offered to and accepted by (he Government as security for the said amount are absolutely the Contractors own property free from encumbrances of any kind and the Contractor will not make any application for or receive a further advance on the security of materials which are not absolutely his own property and free from encumbrances of any kind and the contractor hereby agrees, at all times, to indemnify and save harmless the Government against all claims whatsoever to any materials in respect of which an advance has been made to him as aforesaid.

(3) That the said materials detailed in the said Running Account Bill (B) and all other  
Fin. R. Form No. 17-A

Materials on the security of which any further advance or advances may hereafter be made as aforesaid (hereinafter called the said materials) shall be used by the Contractor solely in the execution of the said works in accordance with the directions of the Divisional Officer-----(hereinafter called the Divisional Officer) and in the terms of the said agreement.

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

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

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

(7) That if the Contractor shall at any time make any default in the performance or observation in any respect of any of the terms and provisions of the said agreement or of these presents the total amount of the advance or advances that may still be owing to the Government shall immediately on the happening of such default be repayable by the Contractor to the Government together with interest thereon at twelve

percent per annum from the date or respective dates of such advance or advances to the date or repayment and with all costs, charges, damages and expenses incurred by the Government in or for the recovery thereof or the enforcement of this security or otherwise by reason of (the default of the Contractor and any moneys so becoming due and payable shall constitute a debt due from the Contractor to the Government and the Contractor hereby covenants and agrees with the Government to repay and the same respectively to the Government 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 PROVISIONS 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 therewith the Government may at any time thereafter adopt all or any of following courses as it may deem best ; -

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

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

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

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

Signed, sealed and delivered by\* In  
the presence of

Seal  
1st witness 2<sup>nd</sup> witness

Signed, sealed and delivered by\* In  
the presence of

Seal  
1st Witness 2<sup>nd</sup> witness

# SPECIFICATIONS

## *[Note for Preparing the Specifications]*

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

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

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

### Sample Clause: Equivalency of Standards and Codes

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

**Clause -18: Financial Assistance /Advance Payment.**

(A) **Mobilization advance** is not allowed.

(B) **Secured Advance against materials brought at site.**

- (i) Secured Advance may be permitted only against imperishable materials/quantities anticipated to be consumed/utilized on the work within a period of three months from the date of issue of secured advance and definitely not for full quantities of materials for the entire work/contract. The sum payable for such materials on site shall not exceed 75% of the market price of materials;
- (ii) Recovery of Secured Advance paid to the contractor under the above provisions shall be affected from the monthly payments on actual consumption basis, but not later than period more than three months (even if unutilized).

**Clause -19: Recovery as arrears of Land Revenue.** Any sum due to the Government by the contractor shall be liable for recovery as arrears of Land Revenue.

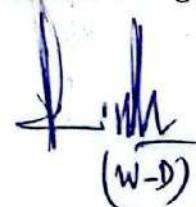
**Clause -20: Refund of Security Deposit/Retention Money.** On completion of the whole of the works (a work should be considered as complete for the purpose of refund of security deposit to a contractor from the last date on which its final measurements are checked by a competent authority, if such check is necessary otherwise from the last date of recording the final measurements), the defects notice period has also passed and the Engineer has certified that all defects notified to the contractor before the end of this period have been corrected, the security deposit lodged by a contractor (in cash or recovered in installments from his bills) shall be refunded to him after the expiry of three months from the date on which the work is completed.



Divisional Accountant

Contractor

Executive Engineer/Procuring Agency



(W-D)



(SEH)

WORK NO. 3

# SPPRA BIDDING DOCUMENTS



**STANDARD FORM OF BIDDING DOCUMENT FOR  
PROCUREMENT OF WORKS  
(FOR LARGE CONTRACTS COSTING MORE THAN 50 MILLION)**

(Harmonized with SPPRA Rules)

**FOR THE WORK OF  
WATER SUPPLY LINE WITH ALL EQUIPMENTS AND  
SEWERAGE LINE, DRAIN NALLAH AT CATTLE  
COLONY MALIR**

EXECUTIVE ENGINEER (W&S)  
BIN QASIM TOWN DISTRICT MALIR

**KARACHI WATER & SEWERAGE COPORATION**  
Cattle Colony Road Bin Qasim Town District Malir

## BIDDING DATA

(a) Name of Procuring Agency:- Karachi Water & Sewerage Corporation

(b) Brief Description of Works:- WATER SUPPLY LINE WITH ALL EQUIPMENTS AND SEWERAGE LINE, DRAIN NALLAH AT CATTLE COLONY MALIR

(c) Procuring Agency's address:- Executive Engineer (W/S), KW&SC, Karachi Cattle Colony Road Bin Qasim Town District Malir

(d) Estimated Cost:- Rs. 19,18,13,267/-

(a) Amount of Bid Security:- 5% of Bid Amount through Demand Draft / Pay order / Bank Guarantee.

(b) Period of Bid Validity (days):- 90 Days (Not more than Ninety days).

(c) Security Deposit:- (including bid Security):- 5%  
(Maximum 10% Including 5% of bid security of the quoted price)

(d) Performance Security:- 10%

(e) Percentage, if any, to be deducted from bills:- 10 % S/Deposit, 8% Income Tax, 1.5% Water Charges, 5% SST-(as per policy).

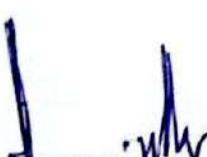
(f) Deadline for Submission of Bids on "EPADS" portal along with time:- 12-02-2026 at 11.00 AM  
(Place of submission at the below address).

(g) Venue, Time, and Date of Bid Opening:- Office of the Account Officer (ADP) Secretary KW&SC, Committee Room First Floor Block- "C" 9<sup>th</sup> Mile Karsaz Shahrah-e-Faisal Karachi, in the presence of Tenderer or their authorized representative on the dated & time.  
12-02-2026 at 11.30 AM).

(h) Time for Completion from written order of commence:- As specified in LOC.

(i) Liquidity damages:- 0.5% (0.05% of Estimated cost or sanctioned cost per day of delay, but not exceeding 10%).

(n) No litigation certificate.. With any Procuring Agency on Rs.100 Stamp paper duly stamped & signed in original along with Tender Cost / Bid Security before opening of Tender / Bid.

  
**Executive Engineer (W-D)**  
**BIN QASIM TOWN, K.W.& S.C**

  
**Executive Engineer (Sew)**  
**BIN QASIM TOWN, K.W.& S.C**

  
**Divisional Accounts Office**  
**District Malir KW&SC**

**KARACHI WATER AND SEWERAGE CORPORATION**  
**OFFICE OF THE EXECUTIVE ENGINEER (SEWERAGE) MODEL COLONY TOWN**  
Cattle Colony Road Bin Qasim Town District Malir

**(Part-A)**

**BILL OF QUANTITIES**

ME OF WORK: **PROVIDING & LAYING WATER SUPPLY SYSTEM OF 200MM, 160MM, 110MM & 90MM PE  
 WATER PIPE LINE AT ROAD NO-05 MAIN MEHRAN HIGHWAY, BARKAT-E-MADINA COLONY, MEHMOOD GOTH,  
 TWORK, 500 QUARTERS, LABOUR COLONY & DIFFERENT STREETS OF UC-CATTLE COLONY AND ADJOINING  
 EAS FOR THE BETTEREMENT OF WATER SUPPLY IN BIN QASIM TOWN DISTRICT MALIR**

<b>(A) Description and Rate of Items Based on Composite Schedule of Rates</b>						
<b>S. No.</b>	<b>Quantities</b>	<b>Description of item to be executed at site</b>	<b>Rupees in Figures</b>	<b>Rupees in Words</b>	<b>Unit</b>	<b>Total Amount</b>
01.	75750 Sft	Scarifying the existing road surface	633.72	Six Hundred Thirty Three & Seventy Two paise	% Sft	4,80,042.90
02.	168562.50 Cft	Dismantling and removing road metaling.	26.93	Twenty Six & Ninety Three Paisa	P/ Cft	45,39,388.13
03.	561875.00 Cft	Excavation for pipeline and trenches, and pits in wet soil clay or mud i/c trimming and dressing sides to true alignment and shape leveling of beds of trenches to correct level and grade, cutting joints holes and disposal of surplus earth within a one chain as directed by Engineer incharge , Providing fence guards, lights, flags and temporary crossings for non-vehicular traffic where ever required lift upto 5 ft, (1.52m) and lead upto one chain (30.5m). 0'-5'	27432.00	Twenty Seven Thousand Four Hundred Thirty Two	% 0Cft	15,413,355.00
04.	60000 Cft	Add for additional lift of every 3' ft (5'-8')	33048.00	Thirty Three Thousand Forty Eight	% 0Cft	19,82,880.00
05.	8000 Rft	Providing Laying & Fixing in trench i/c fitting, jointing & testing etc complete in all respect the high density polyethylene PE pipes (HDPE-100) for W/S (PN 10) for conforming ISO-4427 DIN 8074/8075 B.S 3380 & PSI 3051.	1888.05	One Thousand Eight Hundred Eighty Eight & Five Paisa	P/Rft	151,044.00.00
	9800 Rft	200 MM	1212.66	One Thousand Two Hundred Twelve & Sixty Six Paisa	P/Rft	11884068.00
	12500 Rft	160 MM	601.00	Six Hundred One	P/Rft	75,12,500.00
	14650 Rft	110 MM	402.72	Four Hundred Two & seventy Two Paisa	P/Rft	5899848.00

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06.	C.I sluice valve heavy pattern (Test Pressure 21.0 kg/sq cm or 300lb/sq .Inch).				
	08 Nos	6" Dia	17500.00	Seventeen Thousand Five Hundred	Each 1,40,000.00
	10 Nos	4" Dia	9500.00	Nine Thousand Five Hundred	Each 95,000.00
	12 Nos	3" Dia	8200.00	Eight Thousand Two Hundred	Each 98,400.00
07.	Fixing of sluice valves with 2-cast iron tailpieces, one and flanged and other with socket i/c the cast of nuts bolt and rubber packing, labour etc complete				
	08 Nos	6" Dia	6063.00	Six Thousand Sixty Three	Each 48,504.00
	10 Nos	4" Dia	5023.00	Five Thousand Twenty Three	Each 50,230.00
	12 Nos	3" Dia	4089.00	Four Thousand Eighty Nine	Each 49,068.00
08.	Providing Laying & Fixing in trench i/c fitting, jointing & testing etc complete in all respect the high density polyethylene PE pipes (HDPE-100) for W/S (PN 10) for conforming ISO-4427 DIN 8074 8075 B.S 3380 & PSI 3051.				
	04 Nos	315x315x315	24596.00	Twenty Four Thousand Five Hundred Ninety Six	Each 98,384.00
	02 Nos	200x200x200	9938.00	Nine Thousand Nine Hundred Thirty Eight	Each 19,876.00
	02 Nos	160x160x160	6367.00	Six Thousand Three Hundred Sixty Seven	Each 12,734.00
	04 Nos	110x110x110	3029.00	Three Thousand Twenty Nine	Each 12,116.00
09.	Full Hire charges of pumping set Per day i/c of wages of driver and assistant fuel or electric energy plat forms required for placing pumps etc, at lower depth with suction and delivery pipe for pumping out water found at various depths from trenches i/c the cost of erection and dismantling after completion of the job. (i)Hire charges of pumping set of upto 10 H.P pumping out water from 10 ft. deep trench.				
	60 Days		7468.80	Seven Thousand Four Hundred Sixty Eight & Paisa Eighty	P/Day 4,48,128.00

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10.	30 Nos.	Construction of C.C Block masonry chambers of size 4' x 4' x 4' (inside dimension) with 24" x 24" C.I cover frame weight 40 kgs fix 4" R C.C 1:2:4 slab with steel $\frac{1}{2}$ " dia for bar @ 6" C.C $\frac{1}{4}$ " dia @ 8" C.C distribution bar, 6" thick C.C 1:3:6 Block masonry wall set 1:6 C.M, 6" C.C 1:4:8 in foundation, 2" thick C.C 1:2:4 flooring, $\frac{1}{2}$ " thick cement plaster 1:3 ratio inside wall surface, 1 foot deep up to roof slab, M.S foot tress 5/8" dia bar at every 2 feet deep including query de watering, evacuation, refilling and disposal surplus of earth.	76797.00	Seventy Six Thousand Seven Hundred Ninety Seven	Each	23,03,910.00
1.	112375.00 Cft	Sand Haro	43.66	Four Three & Paisa Sixty Six	P/Cft	49,06,292.50
2.	504225.39 Cft	Refilling the excavated stuff in trenches 6" thick layer i/c watering ramming to full compaction etc. complete.	14020.80	Fourteen Thousand Twenty & Paisa Eighty	% 0Cft	7069643.41
3.	56187.50 Sft	Road Restoration	352.54	Three Hundred Fifty Two & Paisa Fifty Four	P/Sft	19808341.25
						<b>Total</b> <b>979,77,109.00</b>

EXECUTIVE ENGINEER (W-D)  
BIN QASIM TOWN, K.W.& S.C

I hereby Quote \_\_\_\_\_ % At par/ Above/Below the Composite Schedule of Rates (CSR-2024) Rs. \_\_\_\_\_ Total

At par/ above / Below (Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ Only)

tractor Signature:- \_\_\_\_\_

ress:- \_\_\_\_\_

**BILL OF QUANTITIES**

ME OF WORK: **PROVIDING AND LAYING NEW SEWERAGE SYSTEM OF 15" & 18" DIA SEWER LINE AT DIFFERENT CATIONS AND STREETS OF SAMA GOTH, BARKAT-E-MADINA COMERCIAL, AND ADJOINING AREA CATTLE COLONY FOR BETTEREMENT OF SEWERAGE SYSTEM IN EXISTING AREAS IN BIN QASIM TOWN DISTRICT MALIR**

**(A) Description and Rate of Items Based on Composite Schedule of Rates**

S. No.	Quantities	Description of item to be executed at site	Rupees in Figures	Rupees in Words	Unit	Total Amount
01.	62230 Sft	Scarifying the existing road surface	633.72	Six Hundred Thirty Three & Seventy Two paise	% Sft	394363.96
02.	93345 Cft	Dismantling and removing road metaling.	26.93	Twenty Six & Ninety Three Paisa	P/ Cft	2513780.85
03.	311150 Cft	Excavation for pipeline and trenches, and pits in wet soil clay or mud i/c trimming and dressing sides to true alignment and shape leveling of beds of trenches to correct level and grade, cutting joints holes and disposal of surplus earth within a one chain as directed by Engineer incharge . Providing fence guards, lights, flags and temporary crossings for non-vehicular traffic where ever required lift upto 5 ft, (1.52m) and lead upto one chain (30.5m). 0'-5'	27432.00	Twenty Seven Thousand Four Hundred Thirty Two	% 0Cft	8535466.80
04.	156102 Cft	Add for additional lift of every 3' ft (5'-8')	33048.00	Thirty Three Thousand Forty Eight	% 0Cft	5158858.90
05.	156102 Cft	Add for additional lift of every 3' ft (8'-11')	38664.00	Thirty Eight Thousand Six hundred Sixty Four	% 0Cft	6035527.73
07.	6446 Rft	Providing Laying General RCC Standard pipes with Rubber Ring, joint & fitting in trench i/c cutting fitting jointing with rubber ring i/c testing with water to specified pressure.	18" Dia	Two Thousand One Hundred Four & Paisa Twenty Seven	P/Rft	13564124.42
	7500 Rft		15" Dia	Three Thousand Two Hundred Thirty Nine & Fifty Three Paisa	P/Rft	11524800.00
08.	348 Nos.	Providing M/H 4 feet internal diameter without RCC manhole covers 5 feet clear depth cast in situ 1:2:4 9" thick wall 1:4:8 cement concrete in 6 ft dia and 6 inch thick in foundation 1:2:4 CC in benching $\frac{1}{2}$ " thick cement plaster 1:3 cement mortar on inside wall and surface of channel and benching to top including Making required numbers of main and branches channels $\frac{3}{4}$ " dia bar M.S foot rest at 12" c/c including cost of excavation in all kind of soil back filling and disposal of excavated stuff etc complete as per design and instruction of the Engineer in charge.	46274.00	Forty Six Thousand Two Hundred Seventy Four	Each	16,103,352.00

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Sl. No.	Quantities	Description of item to be executed at site	Rupees in Figures	Rupees in Words	Unit	Total Amount	
9.	(+) 1931 Ft	Extra Depth Add / deduct 4' Dia 5' depth Manhole	8106.00	Eight Thousand One Hundred Six	P/ Ft	15,652,686.00	
0.	38 Days	Full Hire charges of pumping set Per day i/c of wages of driver and assistant fuel or electric energy plat forms required for placing pumps etc, at lower depth with suction and delivery pipe for pumping out water found at various depths from trenches i/c the cost of erection and dismantling after completion of the job. (i)Hire charges of pumping set of upto 10 H.P pumping out water from 10 ft. deep trench.	7468.80	Seven Thousand Four Hundred Sixty Eight & Paisa Eighty	P/ Day	2,83,814.40	
1.	1046 Nos.	Making connection with the existing manholes i/c the cost of cutting holes in wall making them good in Cement Concrete 1:2:4 and making the required channel etc complete	631.80	Six Hundred Thirty One & Paisa Eighty	Each	660,862.80	
2.	541065.55 Cft	Refilling the excavated stuff in trenches 6" thick layer i/c watering ramming to full compaction etc, complete.	14020.80	Fourteen Thousand Twenty & Paisa Eighty	% 0Cft	341,845.21	
3.	52034 Cft	Supply of Sand Haro of the any other Sources of the same modulus of the finances	43.66	Forty Three & Paisa Sixty Six	P/ Cft	2,271,804.44	
4.	349 Nos	Manufacturing & Supplying of R.C.C manhole cover cast in 1:2:4 cement concrete ratio 3" inch deep at center reinforced with 1/2" dia M.S tor bars with 4" c/c welded to a 3/16" thick 2 inch wide M.S Plate and two hooks of 3/8" inch dia tor bars including compacting, curing and transportation within 10 miles.	21" Dia	3238.79	Three Thousand Two Hundred Thirty Eight & Paisa Seventy Nine	Each	1,130,337.71
5.	53 Nos	Manufacturing and supplying of R.C.C ring slab of 21" inch inside and 36" dia outside 7.5" inch width and 6" inch thick in/c 3/8" dia tor steel bar two concentric rings with 3/8" inch dia 08 Nos cross linked bars welded and two sunk type hooks casted in a 1:1-1/2:3 concrete with embedded 15kg C.I frame in perfect position including transportation charges for an average lead of 20Km per trip from casting yard to town office. ( A minimum of 25 slabs per trip will be transported)	7504.69	Seven Thousand Five Hundred Four & Paisa Sixty Nine	Each	397,748.57	

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S. No.	Quantities	Description of item to be executed at site	Rupees in Figures	Rupees in Words	Unit	Total Amount
16.	53 Nos	Shifting to the site and fixing of 36" inch dia Ring Slab in perfect position on damaged manholes including cutting of damaged portion of manhole in proper shape and laying of cement mortar of 2"inch thickness and disposal of debris)	1787.76	One Thousand Seven Hundred Eighty Seven & Paisa Seventy Six	Each	94,751.28
15.	26017.50	Road Restoration	352.54	Three Hundred Fifty Two & Paisa Fifty Four	P/Sft	9,172,033.18
				<b>Total</b>	<b>93,836.158/-</b>	

*[Signature]*  
EXECUTIVE ENGINEER (SEW)  
BIN QASIM TOWN, K.W.& S.C.

I hereby Quote % At par/ Above/Below the Composite Schedule of Rates (CSR-2024) Rs. \_\_\_\_\_ Total  
for At par/ above / Below (Rs. \_\_\_\_\_ Rupees \_\_\_\_\_ Only)

Contractor Signature:- \_\_\_\_\_

dress:- \_\_\_\_\_

## Summary Of Bill Of Quantities

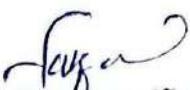
### Cost of Bid

1. Rates quoted for Part "A" Rs. \_\_\_\_\_

2. Rates quoted for Part "B" Rs. \_\_\_\_\_

Total Cost of Bid= Total (A) + Total (B) Rs. \_\_\_\_\_

  
**Executive Engineer (W-D)**  
BIN QASIM TOWN, K.W.& S.C

  
**Executive Engineer (Sew)**  
BIN QASIM TOWN, K.W.& S.C

Contractor Signature: - \_\_\_\_\_

Address: - \_\_\_\_\_

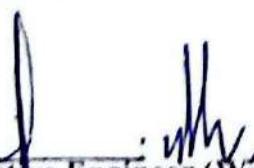
## INVITATION FOR BIDS

Date:- \_\_\_\_\_

Bid Reference No:- \_\_\_\_\_

- 1- The procuring Agency, Karachi Water & Sewerage Corporation, invites e-bids from interested firms or bidder and should have valid registration with Sindh Revenue Board (SRB), Federal Board of Revenue (FBR) on active Taxpayer List (TPL) as well as (PEC) Registration certificate along-with speciation in relevant filed, GST Registration Certificate (where applicable) in the appropriate specific work with the Procurement Agency for the work of.  
**WATER SUPPLY LINE WITH ALL EQUIPMENTS AND SEWERAGE LINE, DRAIN NALLAH AT CATTLE COLONY MALIR**
- 2- (enter the title, type, and financial volume of work), which be completed in \_\_\_\_\_ day's time of completion (entire appropriate time period).
- 3- Biding documents shall be download from the website of "EPADS" (<http://portalsindh.eprocurement.gov.pk>) of SPPRA Sindh and its Tender(s) cost as mentioned in the "NIT" in the shape of Pay-order / Demand (non-refundable), shall be submit before the time of announcement of e-bid.
- 4- All bids must be accompanied by a Bid Security in the amount of required 5% of bid price in the shape of (pay order / Demand Draft / Bank Guarantee) and same must be submitted Physically in the **Office of the Account Officer (ADP) Secretary KW&SC, Committee Room First Floor Block- "C" 9<sup>th</sup> Mile Karsaz Shahrah-e-Faisal Karachi** (indicate the address if it differs).

Note:- 1- Procuring Agency to enter the requisite information in blank spaces,  
2- The Bid shell be opened within one / hour after the deadline submission of bids.



Executive Engineer (W-D)  
BIN QASIM TOWN, K.W. & S.C

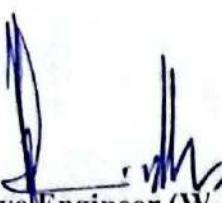


Executive Engineer (Sew)  
BIN QASIM TOWN, K.W. & S.C

## INSTRUCTION FOR PREPARING BIDS

In terms of Rule-21(c) of SPP Rules-2010 & amended upto date

1. The Participants must quote the rates both in words and figures.
2. Bid Security / Earnest Money should be made from the A/c. of the Company / Firm of the participant.
3. integrity pact on the stamp paper wroth Rs. 100/= should be uploaded with the Tender / Bid
4. Bid would not be conditional
5. Bids should be accompanied by bid Security of Required (%) / Amount
6. Bid uploaded on specified date and time
7. The firm will not be Blacklisted Firms
8. Uploaded documents should not be found forged at any stage
9. Pay-order of the Bid security should be summited Physically in (Office of the Account Officer (ADP) Secretary KW&SC, Committee Room First Floor Block- "C" 9<sup>th</sup> Mile Karsaz Shahrah-e-Faisal Karachi) before opening of the Bid.
10. Mandatory requirement of valid PEC Registration, FBR (Active Taxpayer List) and SRB (Sindh Revenue Board) in case of Supply items GST Registration.
11. Experience and Financial certificate as per "NIT"
12. Bid must be signed with stamp, address and contact number
13. All applicable taxes including SST/SRB will be deducted from Grass amount of bill.

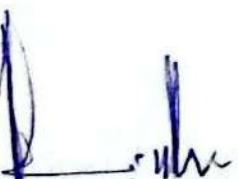
  
Executive Engineer (W-D)  
BIN QASIM TOWN, K.W.& S.C

  
Executive Engineer (Sew)  
BIN QASIM TOWN, K.W.& S.C

## EVALUATION CRITERIA

### In terms of Rule-21 (1) (h) Rule-21 (A) of SPP Rules-2010 & (Amended-2023)

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



Executive Engineer (W-D)  
BIN QASIM TOWN, K.W.& S.C



Executive Engineer (Sew)  
BIN QASIM TOWN, K.W.& S.C

Name of Work:- **WATER SUPPLY LINE WITH ALL EQUIPMENTS AND  
SEWERAGE LINE, DRAIN NALLAH AT CATTLE COLONY MALIR**  
(INTEGRITY PACT)

**DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC. PAYABLE BY THE SUPPLIERS OF  
GOODS, SERVICES & WORKS IN CONTRACTS WO RILL RS. 10.00 MILLION OR MORE**

Contract No. \_\_\_\_\_

Dated \_\_\_\_\_

Contract Value: \_\_\_\_\_

Contract Title: \_\_\_\_\_

(Name of Supplier / Contractor/ Consultant) hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Sindh ((PA)) or any administrative department or agency thereof or any other entity owned or controlled by (PA) through any corrupt business practice.

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

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

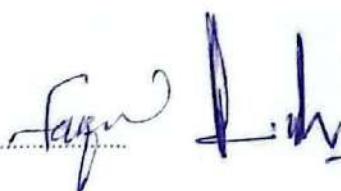
(Name of Supplier / Contractor/ Consultant) accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to de lent the purpose of this declaration, representation and warranty. It agrees that any contract,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

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

Name of Procuring Agency:.....

Name of Contractor:.....

Signature: .....



Signature.....

## **INSTRUCTIONS TO PROCURING AGENCIES**

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

**A. Basis of Documents**

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

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

**B. Contents of Documents**

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

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

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

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

- (i) Invitation for Bids

## **SCHEDULE – D TO BID**

### **PROPOSED PROGRAMME OF WORKS**

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

### METHOD OF PERFORMING WORKS

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

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

SCHEDULE F TO PUP

(INTEGRITY PACT)

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

Contract No. \_\_\_\_\_ Dated \_\_\_\_\_

Contract Value: \_\_\_\_\_

Contract Title: \_\_\_\_\_

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

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

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

[name of Contractor] accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that no contract, right, interest, privilege or other obligation or benefit obtained or procured by 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]

## **CONDITIONS OF CONTRACT**

## INSTRUCTIONS TO BIDDERS

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

### A. GENERAL

#### IB.1 Scope of Bid & Source of Funds

##### 1.1 Scope of Bid

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

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

##### 1.2 Source of Funds

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

#### IB.2 Eligible Bidders

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

- 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.

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

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

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

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

### **IB.3 Cost of Bidding**

- 3.1 The bidder shall bear all costs associated with the preparation and submission of its bid and the Procuring Agency will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process (SPP Rules 24 & 25).

## **B. BIDDING DOCUMENTS**

### **IB.4 Contents of Bidding Documents**

- 4.1 In addition to Invitation for Bids, the Bidding Documents are those stated below, and should be read in conjunction with any Addendum issued in accordance with Sub-Clause IB.6.1.
  - 1. Instructions to Bidders & Bidding Data
  - 2. Form of Bid, Qualification Information & Schedules to Bid
    - Schedules to Bid comprise the following:
      - (i) Schedule A: Schedule of Prices/ Bill of Quantities (BoQ).
      - (ii) Schedule B: Specific Works Data
      - (iii) Schedule C: Works to be Performed by Subcontractors
      - (iv) Schedule D: Proposed Programme of Works
      - (v) Schedule E: Method of Performing Works
      - (vi) Schedule F: Integrity Pact (works costing Rs 10 million and above)
  - 3. Conditions of Contract & Contract Data
  - 4. Standard Forms:
    - (i) Form of Bid Security,
    - (ii) Form of Performance Security;
    - (iii) Form of Contract Agreement;
    - (iv) Form of Bank Guarantee for Advance Payment.
  - 5. Specifications
  - 6. Drawings, if any

### **IB.5 Clarification of Bidding Documents**

- 5.1 A prospective bidder requiring any clarification(s) in respect of the Bidding Documents, shall notify the Engineer/Procuring Agency at the Engineer's/ Procuring Agency's address indicated in the Bidding Data.
- 5.2 An interested bidder, who has obtained bidding documents, may request for clarification.



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

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

- 6.1 At any time prior to the deadline for submission of Bids, the Procuring Agency may, for any reason, whether at his own initiative or in response to a clarification requested by a interested bidder, modify the Bidding Documents by issuing addendum.
- 6.2 Any addendum thus issued shall be part of the Bidding Documents pursuant to Sub-Clause 6.1 hereof, and shall be communicated in writing to all purchasers of the Bidding Documents. Prospective bidders shall acknowledge receipt of each addendum in writing to the Procuring Agency.
- 6.3 To afford interested bidders reasonable time in which to take an addendum into account in preparing their Bids, the Procuring Agency may at its discretion extend the deadline for submission of Bids.

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

#### **IB.7 Language of Bid**

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

#### **IB.8 Documents Comprising the Bid**

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

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

#### **IB.9 Sufficiency of Bid**

- 9.1 Each bidder shall satisfy himself before Bidding as to the correctness and sufficiency of his Bid and of the premium on the rates of CSR / rates and prices quoted/entered in the Schedule of Prices, which rates and prices shall except in so far as it is otherwise expressly provided in the Contract, cover all his obligations under the Contract and all matters and things necessary for the proper completion of the works.

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

#### **IB.10 Bid Prices, Currency of Bid and Payment**

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

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

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

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

#### **IB.11 Documents Establishing Bidder's Eligibility and Qualifications**

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

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

#### **IB.12 Documents Establishing Works' Conformity to Bidding Documents**

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

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

### **IB.13 Bid Security**

- 13.1 Each bidder shall furnish, as part of his bid, at the option of the bidder, a Bid Security, as percentage of bid price/estimated cost or in the amount stipulated in Bidding Data in Pak Rupees in the form of *Deposit at Call/ Payee's Order or a Bank Guarantee* issued by a Scheduled Bank in Pakistan in favour of the Procuring Agency valid for a period up to twenty eight (28) days beyond the bid validity date (*Bid security should not be below 1% and not exceeding 5% of bid price/estimated cost SPP Rule 37*).
- 13.2 Any bid not accompanied by an acceptable Bid Security shall be rejected by the Procuring Agency as non-responsive.
- 13.3 The bid securities of unsuccessful bidders will be returned upon award of contract to the successful bidder or on the expiry of validity of Bid Security whichever is earlier.
- 13.4 The Bid Security of the successful bidder will be returned when the bidder has furnished the required Performance Security, and signed the Contract Agreement (SPP Rule 37).
- 13.5 The Bid Security may be forfeited:
  - (a) if a bidder withdraws his bid during the period of bid validity; or
  - (b) if a bidder does not accept the correction of his Bid Price, pursuant to Sub-Clause 16.4 (b) hereof; or
  - (c) in the case of a successful bidder, if he fails within the specified time limit to
    - (i) furnish the required Performance Security or
    - (ii) sign the Contract Agreement.

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

- 14.1 Bids shall remain valid for the period stipulated in the Bidding Data after the date of Bid opening.
- 14.2 In exceptional circumstances, Procuring Agency may request the bidders to extend the period of validity for an additional period but not exceeding 1/3 of the original period. The request and the bidders' responses shall be made in writing or by cable. A Bidder may refuse the request without forfeiting the Bid Security. A Bidder agreeing to the request will not be required or permitted to otherwise modify the Bid, but will be required to extend the validity of Bid Security for the period of the extension, and in compliance with IB.13 in all respects (SPP Rule 38).
- 14.3 All Schedules to Bid are to be properly completed and signed.
- 14.4 No alteration is to be made in the Form of Bid except in filling up the blanks as directed. If any alteration be made or if these instructions be not fully complied with, the bid may be rejected.

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

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

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

#### **D. SUBMISSION OF BID**

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

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

15.2 The inner and outer envelopes shall

- (a) be addressed to the Procuring Agency at the address provided in the Bidding Data
- (b) bear the name and identification number of the Contract as defined in the Bidding and Contract Data; and
- (c) provide a warning not to open before the specified time and date for Bid opening as defined in the Bidding Data.
- (d) in addition to the identification required in 15.2, the inner envelopes shall indicate the name and address of the Bidder to enable the Bid to be returned unopened in case it is declared late.
- (e) If the outer envelope is not sealed and marked as above, the Procuring Agency will assume no responsibility for the misplacement or premature opening of the Bid.

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

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

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

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

## E. BID OPENING AND EVALUATION

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

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

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

- 16.3 To assist in the examination, evaluation and comparison of Bids the Engineer/Procuring Agency may, at its discretion, ask the bidder for a clarification of its Bid. The request for clarification and the response shall be in writing and no change in the price or substance of the Bid shall be sought, offered or permitted (SPP Rule 43).
- 16.4 (a) Prior to the detailed evaluation, pursuant to IB.16.7 to 16.9, the Engineer/Procuring Agency will determine the substantial responsiveness of each bid to the Bidding Documents. For purpose of these instructions, a substantially responsive bid is one which conforms to all the terms and conditions of the Bidding Documents without material deviations. It will include determining the requirements listed in Bidding Data.  
(b) Arithmetical errors will be rectified on the following basis:

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

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

- 16.5 A Bid determined as substantially non-responsive will be rejected and will not subsequently be made responsive by the bidder by correction of the non-conformity.
- 16.6 Any minor informality or non-conformity or irregularity in a Bid which does not constitute a material deviation (**major deviation**) may be waived by Procuring Agency.



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

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

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

**(B) Minor Deviations**

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

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

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

**16.8 Evaluated Bid Price**

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

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

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

8. We understand that you are not bound to accept the lowest or any bid you may receive.
9. We do hereby declare that the Bid is made without any collusion, comparison of figures or arrangement with any other person or persons making a bid for the Works.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20

Signature \_\_\_\_\_

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

*(Name of Bidder in Block Capitals)*

*(Seal)*

Address

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

Witness:

(Signature) \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

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

- Techniques to be Used: Intensity of Sound
- Techniques to be Used: Specific Words, Chants
- Techniques to be Used: Words to be Associated to Implementation
- Techniques to be Used: Progression Progress in Words
- Techniques to be Used: Selection of Performing Words
- Techniques to be Used: Intensity of Playing

**SCHEDULE - A TO BID**

**SCHEDULE OF PRICES**

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

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

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

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

4.5 (a) The bidder shall be deemed to have obtained all information as to and all requirements related thereto which may affect the bid price.  
 \* (b) The Contractor shall be responsible to make complete arrangements for the transportation of the Plant to the Site.

*\*(Procuring Agency may modify as appropriate)*

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

## 5. Bid Prices

### 5.1 Break-up of Bid Prices

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

### 5.2 Total Bid Price

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

## 6. Provisional Sums and Day work

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

6.2 Day work rates in the contractor's bid are to be used for ~~sixty~~ 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)
	<b>(A) Building Work</b>	
1.	Civil works	
2	Internal sanitary and water supply	
3	Electrification	
4	External Development works	
5	Miscellaneous Items	
	<b>(B) Road Work.</b>	
1.	Earthwork	
2.	Hard Crust and Surface Treatment	
3.	Culverts and Bridges	
4.	Miscellaneous Items	
	<b>(C) Public Health Engineering Works.</b>	
1.	Earthwork	
2.	Subsurface Drains	
3.	Pipe Laying and Man holes	
4.	Tube wells, Pump houses	
5.	Compound wall	
6.	Miscellaneous Items	
	Total Bid Price (The amount to be entered in Paragraph 1 of the Form of Bid) (In words).	

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

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

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

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

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

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

1. The eligible bidders are defined in IB.2; the text can be amended by the Procuring Agency as deemed appropriate.
2. The non-refundable fee for the sale of Bidding Documents should be nominal so as to cover printing/reproduction and mailing costs and to ensure that only bona fide bidders shall apply (SPP Rule 20).
3. The amount of Bid Security should be a lump sum figure or a percentage, but not less than 1% and more than 5% of bid price and should be in accordance with IB.3 (SPP Rule 37).
4. If the venue of receipt of bids and the opening of bids is the same, the times for receipt and opening of bids are to be entered in last Para of the Notice Inviting Tender, otherwise indicate the name, address and exact location for the opening of bids. However the date for the receipt and the opening of bids shall be same (SPP Rule 41).

#### **D. Instructions to Bidders**

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

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

The Procuring Agency's or Engineer's Representative, if any, shall exercise powers of the Engineer/Procuring Agency under and in connection with Clauses IB.5, IB.6, IB.10, etc.

3. The sum insured for different insurances including minimum amount of third party insurance should be assessed by the Engineer/Procuring Agency and entered in Contract Data. Such insurance cover shall be carried out with Insurance Companies having at least AA rating from PACRA / JCR in the favour of the procuring agency.
4. The time for completion of the whole of the works should be assessed by the Engineer/Procuring Agency and entered in the Contract Data.
5. The Conditions of Contract contain no overall limit on the Contractor's liability. The amount of **liquidated damages** per day of delay shall be entered by the Engineer/Procuring Agency in Contract Data. Usually the liquidated damages are set between **0.05 percent and 0.10 percent per day and the maximum limit as 10 percent of contract price stated in the Letter of Acceptance.**
6. Any amendment and/or additions to the Conditions of the Contract that are specific to a given Bid/Contract should be included by the Procuring agency. This may include but not be limited to the provisions regarding the following:
  - a) Terms of Payment should be prepared and incorporated in Contract Data by the Engineer/Procuring Agency.
  - b) The Engineer/Procuring Agency to make sure that all taxes and duties are included by the Bidders/Contractors in their prices.

#### **I. Specifications**

To be prepared and incorporated by the Engineer/Procuring Agency

#### **J. Drawings**

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

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## **INVITATION FOR BIDS**

## INVITATION FOR BIDS

Date: \_\_\_\_\_  
Bid Reference No.: \_\_\_\_\_

1. The Procuring Agency, [enter name of the procuring agency], invites sealed bids from interested firms or persons licensed by the Pakistan Engineering Council in the appropriate category (not required for works costing Rs 2.5 million or less) and/or duly pre-qualified (if pre-qualification is done for specific scheme/project) with the Procuring Agency for the Works, [enter title, type and financial volume of work], which will be completed in [enter appropriate time period] days.
2. A complete set of Bidding Documents may be purchased by an interested eligible bidder on submission of a written application to the office given below and upon payment of a non-refundable fee of Rupees \_\_\_\_\_ (Insert Amount). Bidders may acquire the Bidding Documents from the Office of the Procuring Agency at \_\_\_\_\_ (Mailing Address).
3. All bids must be accompanied by a Bid Security in the amount of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) or \_\_\_\_\_ percentage of bid price in the form of (pay order / demand draft / bank guarantee) and must be delivered to \_\_\_\_\_ (Indicate Address and Exact Location) at or before \_\_\_\_\_ hours, on \_\_\_\_\_ (Date). Bids will be opened at \_\_\_\_\_ hours on the same day in the presence of bidders' representatives who choose to attend, at the same address [indicate the address if it differs].

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

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## CONDITIONS OF CONTRACT

### 1. GENERAL PROVISIONS

#### 1.1 Definitions

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

##### **The Contract**

- 1.1.1 "Contract" means the Contract Agreement and the other documents listed in the Contract Data.
- 1.1.2 "Specifications" means the document as listed in the Contract Data, including the Procuring Agency's requirements in respect of design to be carried out by the Contractor (if any), and any Variation to such document.
- 1.1.3 "Drawings" means the Procuring Agency's drawings of the Works as listed in the Contract Data, and any Variation to such drawings.

##### **Persons**

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

##### **Dates, Times and Periods**

- 1.1.7 "Commencement Date" means the date fourteen (14) days after the date the Contract comes into effect or any other date named in the Contract Data.
- 1.1.8 "Day" means a calendar day
- 1.1.9 "Time for Completion" means the time for completing the Works as stated in the Contract Data (or as extended under Sub-Clause 7.3), calculated from the Commencement Date.

##### **Money and Payments**

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

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 parts intended to form part of the Works.

1.1.12 "Country" means the Islamic Republic of Pakistan.

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

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

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

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

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

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

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

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

#### **1.2 Interpretation**

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

#### **1.3 Priority of Documents**

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

#### 1.4 **Law**

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

#### 1.5 **Communications**

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

#### 1.6 **Statutory Obligations**

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

### **2. THE PROCURING AGENCY**

#### 2.1 **Provision of Site**

The Procuring Agency shall provide the Site and right of access thereto at the times stated in the Contract Data.

**Site Investigation Reports** are those that were included in the bidding documents and are factual and interpretative reports about the surface and subsurface conditions at the Site.

#### 2.2 **Permits etc.**

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

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

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

#### 2.4 **Approvals**

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

### **3. ENGINEER'S/PROCURING AGENCY'S REPRESENTATIVES**

#### 3.1 **Authorised Person**

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

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

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

## **4. THE CONTRACTOR**

### **4.1 General Obligations**

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

### **4.2 Contractor's Representative**

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

### **4.3 Subcontracting**

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

### **4.4 Performance Security**

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

## **5. DESIGN BY CONTRACTOR**

### **5.1 Contractor's Design**

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

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

5.2

## **Responsibility for Design**

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

6.

## **PROCURING AGENCY'S RISKS**

6.1

### **The Procuring Agency's Risks**

The Procuring Agency's Risks are:-

- a) war, hostilities (whether war be declared or not), invasion, occupation or enemies, within the Country;
- b) rebellion, terrorism, revolution, insurrection, military or usurped power or civil war, within the Country;
- c) riot, commotion or disorder by persons other than the Contractor's personnel and other employees including the personnel and employees of Sub-Contractors, affecting the Site and/or the Works;
- d) ionising radiations, or contamination by radio-activity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, radio-active toxic explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component of such an assembly, except to the extent to which the Contractor/Sub-Contractors may be responsible for the use of any radio-active material;
- e) Pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds;
- f) use or occupation by the Procuring Agency of any part of the Works, except as may be specified in the Contract;
- g) late handing over of sites, anomalies in drawings, late delivery of designs and drawings of any part of the Works by the Procuring Agency's personnel or by others for whom the Procuring Agency is responsible;
- h) a suspension under Sub-Clause 2.3 unless it is attributable to the Contractor's failure; and

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

## 7. TIME FOR COMPLETION

### 7.1 Execution of the Works

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

### 7.2 Programme

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

### 7.3 Extension of Time

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

### 7.4 Late Completion

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

## 8. TAKING-OVER

### 8.1 Completion

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

**Taking-Over Notice**

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

**9. REMEDYING DEFECTS****9.1 Remedying Defects**

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

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

**9.2 Uncovering and Testing**

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

**10. VARIATIONS AND CLAIMS****10.1 Right to Vary**

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

## 10.2 **Valuation of Variations**

Variations shall be valued as follows:

- a) at a lump sum price agreed between the Parties, or
- b) where appropriate, at rates in the Contract, or
- c) in the absence of appropriate rates, the rates in the Contract shall be used as the basis for valuation, or failing which
- d) at appropriate new rates, as may be agreed or which the Engineer/Procuring Agency considers appropriate, or
- e) if the Engineer/Procuring Agency so instructs, at day work rates set out in the Contract Data for which the Contractor shall keep records of hours of labour and Contractor's Equipment, and of Materials, used.

## 10.3 **Changes in the Quantities.**

- a) If the final quantity of the work done differs from the quantity in the Bill of Quantities for the particular item by more than 25 percent, provided the change exceeds 1 percent of the Initial Contract Price, the Procuring Agency/Engineer shall adjust the rate to allow for the change and will be valued as per sub clause 10.2.
- b) The Engineer shall not adjust rates from changes in quantities if thereby the Initial Contract Price is exceeded by more than 15 percent, except with the prior approval of the Procuring Agency.
- c) If requested by the Engineer, the contractor shall provide the Engineer with a detailed cost breakdown of any rate in the Bill of Quantities.

## 10.4 **Early Warning**

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

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

## 10.5 **Valuation of Claims**

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

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

#### **10.6 Variation and Claim Procedure**

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

### **11. CONTRACT PRICE AND PAYMENT**

#### **11.1 (a) Terms of Payments**

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

## **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.

## **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.

## **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.

## **Currency**

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

## **DEFAULT**

### **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.

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

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

#### **13.2 Force Majeure**

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

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

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

- a) any sums to which the Contractor is entitled under Sub-Clause 10.4.
- b) the cost of his demobilization, and
- c) less any sums to which the Procuring Agency is entitled.

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

### **14. INSURANCE**

#### **14.1 Arrangements**

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

#### **14.2 Default**

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

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

## **15. RESOLUTION OF DISPUTES**

### **15.1 Engineer's Decision**

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

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

### **15.2 Notice of Dissatisfaction**

If a Party is dissatisfied with the decision of the Engineer or 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.

**INTEGRITY PACT**

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

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

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

- (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 definitely not for full quantities of materials for the entire work/contract

(b) Recovery of Secured Advance:

- (i) Secured Advance paid to the Contractor under the above provisions shall be effected from the monthly payments on actual consumption basis, but not later than period specified in the rules not more than three months (even if unutilized); other conditions.
- (ii) As recoveries are made the outstanding accounts of the items concerned in Part II should be reduced by making deduction entries in the column; "deduct quantity utilized in work measured since previous bill," equivalent to the quantities of materials used by the contractor on items of work shown as executed in part I of the bill.

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

- (i) The value of work completed comprises the value of the quantities of the items in the Bill of Quantities completed.
- (ii) value of secured advance on the materials and valuation of variations (if any).
- (iii) Engineer may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.
- (v) Retention money and other advances are to be recovered from the bill submitted by contractor.

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

- i) Lump sum price \_\_\_\_\_ (details), or
- ii) Lump sum price with schedules of rates \_\_\_\_\_ (details), or
- iii) Lump sum price with bill of quantities \_\_\_\_\_ (details), or
- iv) Re-measurement with estimated/bid quantities in the Schedule of Prices or on premium above or below quoted on the rates mentioned in CSR \_\_\_\_\_ (details), or/and
- v) Cost reimbursable \_\_\_\_\_ (details)

## **STANDARD FORMS**

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

## FORM OF BID SECURITY

(Bank Guarantee)

Guarantee No. \_\_\_\_\_

Executed on \_\_\_\_\_

(Letter by the Guarantor to the Procuring Agency)

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

Name of Principal (Bidder) with  
address: \_\_\_\_\_

Sum of Security (express in words and  
figures): \_\_\_\_\_

Bid Reference No. \_\_\_\_\_ Date of Bid \_\_\_\_\_

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

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

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

- (1) that the Bid Security shall remain valid for a period of twenty eight (28) days beyond the period of validity of the bid;
- (2) that in the event of:
  - (a) the Principal withdraws his Bid during the period of validity of Bid, or
  - (b) the Principal does not accept the correction of his Bid Price, pursuant to Sub Clause 16.4 (b) of Instructions to Bidders, or
  - (c) failure of the successful bidder to
    - (i) furnish the required Performance Security, in accordance with Sub Clause IB-21.1 of Instructions to Bidders, or
    - (ii) sign the proposed Contract Agreement, in accordance with Sub Clauses IB-20.2 & 20.3 of Instructions to Bidders.

the entire sum be paid immediately to the said Procuring Agency for delivery on completion and not as penalty for the successful bidder's failure to perform.

NOW THEREFORE, if the successful bidder shall, within the period specified therefore, on the prescribed form presented to him for signature enter into a formal Contract Agreement with the said Procuring Agency in accordance with his Bid as accepted and furnish within fourteen (14) days of receipt of Letter of Acceptance, a Performance Security with good and sufficient surety, as may be required, upon the form prescribed by the said Procuring Agency for the faithful performance and proper fulfilment of the said Contract or in the event of non-withdrawal of the said Bid within the time specified then this obligation shall be void and of no effect, but otherwise to remain in full force and effect.

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

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

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

\_\_\_\_\_  
Guarantor (Bank)

Witness:

1. \_\_\_\_\_

1. Signature \_\_\_\_\_

2. \_\_\_\_\_

2. Name \_\_\_\_\_

3. \_\_\_\_\_

3. Title \_\_\_\_\_

Corporate Secretary (Seal)

2. \_\_\_\_\_

(Name, Title & Address)

Corporate Guarantor (Seal)

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

Guarantee No. \_\_\_\_\_  
Executed on \_\_\_\_\_  
Expiry Date \_\_\_\_\_

(Letter by the Guarantor to the Procuring Agency)

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

Name of Principal (Contractor) with  
address: \_\_\_\_\_

Penal Sum of Security (express in words and  
figures) \_\_\_\_\_

Letter of Acceptance No. \_\_\_\_\_ Dated \_\_\_\_\_

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

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has accepted the Procuring Agency's above said Letter of Acceptance for \_\_\_\_\_ (Name of Contract) for the \_\_\_\_\_

(Name of Project).

NOW THEREFORE, if the Principal (Contractor) shall well and truly perform and fulfill all the undertakings, covenants, terms and conditions of the said Documents during the original terms of the said Documents and any extensions thereof that may be granted by the Procuring Agency, with or without notice to the Guarantor, which notice is, hereby, waived and shall also well and truly perform and fulfill all the undertakings, covenants terms and conditions of the Contract and of any and all modifications of the said Documents that may hereafter be made, notice of which modifications to the Guarantor being hereby waived, then, this obligation to be void; otherwise to remain in full force and virtue till all requirements of Clause 9, Remedying Defects, of Conditions of Contract are fulfilled.

Our total liability under this Guarantee is limited to the sum stated above and it is a condition of any liability attaching to us under this Guarantee that the claim for payment in writing shall

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

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

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

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

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 \_\_\_\_\_ 200 \_\_\_\_\_ between \_\_\_\_\_ (hereinafter called "Procuring Agency") of the one part and \_\_\_\_\_ (hereinafter called the "Contractor") of the other part.

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

NOW this Agreement witnesseth as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents after incorporating addenda, if any except those parts relating to Instructions to Bidders, shall be deemed to form and be read and construed as part of this Agreement, viz:
  - (a) The Letter of Acceptance;
  - (b) The completed Form of Bid along with Schedules to Bid;
  - (c) Conditions of Contract & Contract Data;
  - (d) The priced Schedule of Prices/Bill of quantities (BoQ);
  - (e) The Specifications; and
  - (f) The Drawings
3. In consideration of the payments to be made by the Procuring Agency to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Procuring Agency to execute and complete the Works and remedy defects therein in conformity and in all respects within the provisions of the Contract.
4. The Procuring Agency hereby covenants to pay the Contractor, in consideration of the execution and completion of the Works as per provisions of the Contract, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

Signature of the Contractor

(Seal)

Signature of the Procuring Agency

(Seal)

Signed, Sealed and Delivered in the presence of:

Witness:

(Name, Title and Address)

Witness:

(Name, Title and Address)

**MOBILIZATION ADVANCE GUARANTEE**

Guarantee No. \_\_\_\_\_

Executed on \_\_\_\_\_

(Letter by the Guarantor to the Procuring Agency)

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

\_\_\_\_\_ (Particulars of Contract), with

\_\_\_\_\_ (hereinafter called the Contractor).

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

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

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

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

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

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

This Guarantee shall expire not later than \_\_\_\_\_ by which date we must have received any claims by registered letter, telegram, telex or telefax.

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

\_\_\_\_\_  
Guarantor (Scheduled Bank)

Witness:

1. \_\_\_\_\_

1. Signature \_\_\_\_\_

\_\_\_\_\_  
Corporate Secretary (Seal)

2. Name \_\_\_\_\_

3. Title \_\_\_\_\_

2. \_\_\_\_\_

\_\_\_\_\_  
(Name, Title & Address)

\_\_\_\_\_  
Corporate Guarantor (Seal)

## INDENTURE FOR SECURED ADVANCES.

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

This INDENTURE made the ..... day of ..... 197-- BETWEEN (hereinafter called "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 GOVERNOR OF SINDH (hereinafter called "the Government" of the other part).

WHEREAS by an agreement, dated ..... (hereinafter called the "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).<sup>1</sup>

AND WHEREAS the contractor has applied to the ..... for an advance to him of Rupees ..... (Rs. ....) on the security of materials absolutely belonging to him and brought by him to the site of the said works the subject of the said agreement for use in the construction of such of the said works as he has undertaken to execute at rates fixed for the finished work (inclusive of the cost of materials and labour and other charge). 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

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

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

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

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

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

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Offered to and accepted by (he Government as security for the said amount are absolutely the Contractors own property free from encumbrances of any kind and the Contractor will not make any application for or receive a further advance on the security of materials which are not absolutely his own property and free from encumbrances of any kind and the contractor hereby agrees, at all times, to indemnify and save harmless the Government against all claims whatsoever to any materials in respect of which an advance has been made to him as aforesaid.

(3) That the said materials detailed in the said Running Account Bill (B) and all other

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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 otherwise by reason of the default of the Contractor and any moneys so becoming due and payable shall constitute a debt due from the Contractor to the Government and the Contractor hereby covenants and agrees with the Government to repay and the same respectively 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 therewith the Government may at any time thereafter adopt all or any of the following courses as it may deem best ;-

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

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

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

In witness whereof the\* ..... on behalf of the  
Government of Sindh and the said ..... have hereunto set  
their respective hands and seals the day and year above written.

Signed, sealed and delivered by\* In  
the presence of

Seal

1st witness 2<sup>nd</sup> witness

Signed, sealed and delivered by\* In  
the presence of

Seal

1st Witness 2<sup>nd</sup> witness

## SPECIFICATIONS

### *[Note for Preparing the Specifications]*

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

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

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

#### Sample Clause: Equivalency of Standards and Codes

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

**Clause -18: Financial Assistance /Advance Payment.**

(A) **Mobilization advance** is not allowed.

(B) **Secured Advance against materials brought at site.**

- (i) Secured Advance may be permitted only against imperishable materials/quantities anticipated to be consumed/utilized on the work within a period of three months from the date of issue of secured advance and definitely not for full quantities of materials for the entire work/contract. The sum payable for such materials on site shall not exceed 75% of the market price of materials;
- (ii) Recovery of Secured Advance paid to the contractor under the above provisions shall be affected from the monthly payments on actual consumption basis, but not later than period more than three months (even if unutilized).

**Clause -19: Recovery as arrears of Land Revenue.** Any sum due to the Government by the contractor shall be liable for recovery as arrears of Land Revenue.

**Clause -20: Refund of Security Deposit/Retention Money.** On completion of the whole of the works (a work should be considered as complete for the purpose of refund of security deposit to a contractor from the last date on which its final measurements are checked by a competent authority, if such check is necessary otherwise from the last date of recording the final measurements), the defects notice period has also passed and the Engineer has certified that all defects notified to the contractor before the end of this period have been corrected, the security deposit lodged by a contractor (in cash or recovered in installments from his bills) shall be refunded to him after the expiry of three months from the date on which the work is completed.



Divisional Accountant

Contractor

Executive Engineer/Procuring Agency

