

**Sindh Institute of Child Health and
Neonatology (SICHN)
Government of Sindh**

Bidding Documents

For

National Competitive Bidding

Pakistan

**CLADDING & ALLIED WORK
REQUIRED FOR SICHN
KORANGI**

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INVITATION FOR BIDS

NOTICE INVITING TENDER

1. The Sindh Institute of Child Health and Neonatology (SICHN) invites sealed bids for the following works now invites e-bids through E-Pak Acquisition and Disposable System (EPADS) are invited from the interested contractors / firms/ parties meeting the eligibility criteria / registered with Pakistan Engineering Council (PEC) in relevant category having valid renewal certificate 2026, limit of the category of following work for which they wish to participate valid CNIC, NTN certificate & professional tax challan, SRB as follows:

DETAILS OF WORK

Sr. No.	Name of work	PEC Category	Estimated Cost	Time allowed for completion	Code Specialization
1.	CLADDING & ALLIED WORK REQUIRED FOR SICHN KORANGI	C 6	13 M (Approx.)	03- Months	CE09, CE10, CE11, EE04 BC01

2. Eligibility Criteria:

- i) Valid Registration with Pakistan Engineering Council (PEC) for the year 2026
- ii) The firm should have specialized codes mentioned above.
- iii) Successful execution of Construction / Renovation works for at least three (03) hospitals completed within the last five (5) years. The Performance Certificate must be attached.
- iv) Turnover not less than the bid cost for the last three financial years with Audit Report from ICAP Certified Audit Firm.
- v) Bio data of Engineering / Technical staff working with the firm along with attested CVs showing employment with the firm Civil & Electrical Engineers employment with the firm along with same reflected in PEC License.
- vi) The contractor must have following Personnel Capabilities:

For Key Positions (Academic Qualifications):

- a. At least 01 Civil Engineers having B.E (Civil) degree

For Key Positions (Experience):

- a. Worked in at least 1 or more similar projects
- b. Must have experience of at least 10 years.

- vii) Financial Statement (Summary) and income tax return for the last 03 years
- viii) The bid security in the form of Pay Order or Deposit at Call or Demand Draft issued by a scheduled bank in Pakistan
- ix) Affidavit on non-judicial paper that the firm has never been black-listed from any executing agency and not been involved in any litigation / arbitration cases against any executing agency in any court of law and if the firm is involved in any litigation against any executing agency, then it must be mentioned there in with its current status / outcome.
- x) Registration with Income Tax (FBR), Sindh Revenue Board (SRB) and copy of valid CNIC of proprietor(s) of the firm. The firm must be in active tax payers list at the time of Bid Submission.
- xi) Each page of the Bid Document & profile must be paginated, signed & stamped by Bidder.

3. Method of Procurement (Single Stage–Two Envelope)

Fixed Earnest Money	Tender Fee	Sale of Tender Document	Last date and time of Tender Sale	Date and time of Submission of Tender	Date and time of Opening of Tender	Tender Issuance and Opening Venue/Address
3.5% 455,000/-	5000/-	From day of Publication of NIT	On or before 29-09-2026 up to 10:00 a.m	On or before 29-09-2026 up to 10:30 a.m	29-09-2026 at 11:00 a.m	Sindh Institute of Child Health and Neonatology (SICHN). First Floor, Plot no. 354 & 356 JM, Near People's Secretariat Chowrangi, Jamshed Quarters Karachi.

4. Terms & Conditions.

a).	Under following conditions bid will be rejected: -
i).	Conditional electronic and telegraphic bids/Tenders.
ii).	Bids received after specified date and time.
iii).	Black Listed Firm.
b)	Bid validity period: -(90Days)
c)	Procuring agency reserves the rights to reject all or any bids subject to the relevant provision of Sindh Public Procurement Rules 2010 (Amended up to date)

5. In case Government declared / announce public holiday on the date of opening of Tender, the Tenders will be submitted / opened on the next working day.
6. The proposal shall be submitted through E-tendering portal under Technical and Financial/Commercial options on E-pad with all the supporting documentary evidence by or before the closing date and time.
7. In the first instance, technical Proposal shall be opened on the E tender portal, and then the "Financial Proposal" shall be retained unopened.
8. During the technical evaluation, no amendments to Technical Proposal shall be permitted.
9. After the evaluation and approval of the technical proposals, the financial/commercial (on E-tender portal) shall be opened for technically responsive firms, publicly at a time, date and venue announced and communicated, within the proposed validity period.
10. The financial proposals found technically non-responsive shall be rejected.
11. Financial Proposal shall be evaluated based on procuring agency evaluation criteria as provided in the bidding document on E-pad portal.
12. The lowest evaluated bidder shall be awarded the contract.
13. Bidders are required to offer most competitive lowest price of their quoted items as no negotiations on quoted price are allowed under the rules.
14. Procurement Committee reserves the Right to accept or reject any or all Bids prior to award of contract as per SPPRA Rules, 2010 (amended 2019).
15. In case of any difficulty prospective bidders may contact EPADS helpline 051-111-137-237 during working days/hours

EXECUTIVE DIRECTOR
(SICHN), GOVERNMENT OF SINDH

EVALUATION CRITERIA

NOTE

Financial proposal must be submitted on company letter head duly signed and stamped. Bidder is required to type their offer in figure and as well as in words of the total amount else the offer would be rejected.

EVALUATION / QUALIFICATION

- 1.1 The procuring agency reserves the right to evaluate and compare the bids on itemized basis OR on the basis of a group of similar nature goods OR goods compatible with each other.
- 1.2 The following merit point system for weighing evaluation factors/criteria will be applied for technical proposals.
- 1.3 Bidders achieving minimum **70 marks** will be considered only for further process. Documentary evidence must be attached in support of each parameter.
- 1.4 **Any Bid not meeting the mandatory requirements of evaluation criteria will be disqualified / rejected straight away and will not be considered for further evaluation.**

S#	PARAMETERS / SUB-PARAMETERS	Total Marks
1	Valid registration with PEC in category C-6 or above	10
2	Successful experience in the execution Construction/Renovation work of at least 05 (five) different hospitals/ completed in last five years (05 Marks of each)	25
3	Successful experience in the execution Similar Nature of work (80% similar scope) at least 01 (One) hospitals/ completed in last three years (05 Marks of each)	10
4	Bio data of Engineering and Technical staff working with the firm along with attested CVs showing employment with the firm, Civil Engineers employment with the firm along with same reflected in PEC License. 3 Marks on each BS (Civil, Electrical, Mechanical) 1.5 Mark on each Diploma BS (Civil, Electrical, Mechanical)	15
5	Average Annual Turnover during last three (03) financial years Duly verified with Audit Report from ICAP Certified Audit Firm.	10
5.1	11.00 (Million) and above	10
5.2	08.00 (Million) to below 11.00 (Million)	08
5.3	05.00 (Million) to below 08.00 (Million)	06
5.4	02.00 (Million) to below 05.00 (Million)	04
6	Financial Strength of the firm	10
6.1	Bank statements showing cash flow of more than Rs. 10 million in the Last year	10
6.2	Bank statements showing cash flow between Rs. 5 million to Rs. 10 million in Last year	07
6.3	Bank statements showing cash flow of less than Rs. 5 million in the Last year	04
7	No. of Years in Business	10
7.1	More than 15 Years of Experience	10
7.2	More than 10 Years of Experience	07

9.3	More than 05 Years of Experience	04
8	Free of Cost Extended Warranty (in accordance with the standard warranty period) at least for one year including services. (Bidder offering greater extended warranty period beyond DLP will get the full marks)	10
TOTAL MARKS		100

Note: Qualifying Marks 70 out of 100.

Proposal Evaluation:

1. Technically qualified/successful bidder(s) shall be eligible for further process.
2. Bids not accompanied by the Bid Security of required amount and form shall be rejected.
3. Procuring Agency shall not be responsible for any erroneous calculation of taxes and all differences arising out shall be fully borne by the Successful Bidder.
4. For the purpose of comparison of bids quoted in different currencies, price shall be converted into Pakistani Rupees. The rate of exchange shall be the selling rate prevailing seven working days before the date of opening of the bids, as notified by the National Bank of Pakistan (NBP) / State Bank of Pakistan (SBP).

Contract Award	
ITB 29.1	Procuring Agency reserves the right to drop any item and increase or decrease the quantity of goods originally specified in Schedule of Requirements / Technical Specifications without any change in unit price and other terms & conditions.
ITM 32.1	Successful Bidder and the Procuring Agency will sign the Contract Agreement on the stamp paper with stamp duties as per the article 22-A (Contract) of the schedule of Stamp Act 1899. The expenditure involved on the said contract agreement will be borne by the bidder.

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INSTRUCTIONS TO BIDDERS

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

A. GENERAL

IB.1 Scope of Bid & Source of Funds

1.1 Scope of Bid

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

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

1.2 Source of Funds

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

IB.2 Eligible Bidders

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

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

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

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

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

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

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

IB.3 Cost of Bidding

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

B. BIDDING DOCUMENTS

IB.4 Contents of Bidding Documents

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

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

IB.5 Clarification of Bidding Documents

- 5.1 A prospective bidder requiring any clarification(s) in respect of the Bidding Documents may notify the Engineer/Procuring Agency at the Engineer's/ Procuring Agency's address indicated in the Bidding Data.
- 5.2 An interested bidder, who has obtained bidding documents, may request for clarification

of contents of bidding documents in writing and procuring agency shall respond to such 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 E-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 proposal shall be submitted through E-tendering portal under Technical and Financial/Commercial options on E-pad with all the supporting documentary evidence by or before the closing date and time.
- 15.3 In the first instance, technical Proposal shall be opened on the E tender portal, and then the "Financial Proposal" shall be retained unopened.
- 15.4 During the technical evaluation, no amendments to Technical Proposal shall be permitted.
- 15.5 After the evaluation and approval of the technical proposals, the financial/commercial (on E-tender portal) shall be opened for technically responsive firms, publicly at a time, date and venue announced and communicated, within the proposed validity period.
- 15.6 The financial proposals found technically non-responsive shall be rejected.
- 15.7 Financial Proposal shall be evaluated based on procuring agency evaluation criteria as provided in the bidding document on E-pad portal.
- 15.8 The lowest evaluated bidder shall be awarded the contract.
- 15.9 E-Bids submitted through telegraph, telex, fax or e-mail shall not be considered.

E. BID OPENING AND EVALUATION

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

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

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

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

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

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

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

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

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

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

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

(B) Minor Deviations

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

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

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

16.8 Evaluated Bid Price

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

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

- (ii) discount, if any, offered by the bidders as also read out and recorded at the time of bid opening.
- (iii) excluding **provisional sums** and the provisions for **contingencies** in the Bill of Quantities **if any**, but including **Day work**, where priced competitively.

IB.17 Process to be Confidential

- 17.1 Subject to IB.16.3 heretofore, no bidder shall contact Engineer/Procuring Agency on any matter relating to its Bid from the time of the Bid opening to the time the bid evaluation result is announced by the Procuring Agency. The evaluation result shall be announced at least seven (07) days prior to award of Contract (SPP Rule 45). The announcement to all bidders will include table(s) comprising read out prices, discounted prices, price adjustments made, final evaluated prices and recommendations against all the bids evaluated.
- 17.2 Any effort by a bidder to influence Engineer/Procuring Agency in the Bid evaluation, Bid comparison or Contract Award decisions may result in the rejection of his Bid. Whereas any bidder feeling aggrieved, may lodge a written complaint to Complaint Redressal Committee as per terms and conditions mentioned in SPP Rules 31 & 32. However, mere fact of lodging a complaint shall not warrant suspension of procurement process.
- 17.3 Bidders may be excluded if involved in “**Corrupt and Fraudulent Practices**” means either one or any combination of the practices given below SPP Rule2(q);
- (i) **-Coercive Practice** means any impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence the actions of a party to achieve a wrongful gain or to cause a wrongful loss to another party;
 - (ii) **-Collusive Practice** means any arrangement between two or more parties to the procurement process or contract execution, designed to achieve with or without the knowledge of the procuring agency to establish prices at artificial, noncompetitive levels for any wrongful gain;
 - (iii) **“Corrupt Practice”** means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful gain;
 - (iv) **-Fraudulent Practice** means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
 - (v) **“Obstructive Practice”** means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract or deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements before investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or acts intended to materially impede the exercise of inspection and audit rights provided for under the Rules.

F. AWARD OF CONTRACT

IB.18. Post Qualification

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

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

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

IB.19 Award Criteria & Procuring Agency's Right

- 19.1 Subject to IB.19.2, the Procuring Agency will award the Contract to the bidder whose bid has been determined to be substantially responsive to the Bidding Documents and who has offered the lowest evaluated Bid Price, provided that such bidder has been determined to be qualified to satisfactorily perform the Contract in accordance with the provisions of the IB.18.
- 19.2 Notwithstanding IB.19.1, the Procuring Agency reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of Contract, without thereby incurring any liability to the affected bidders or any obligation to inform the affected bidders of the grounds for the Procuring Agency's action except that the grounds for its rejection of all bids shall upon request be communicated, to any bidder who submitted a bid, without justification of the grounds. Notice of the rejection of all the bids shall be given promptly to all the bidders (SPP Rule 25).

IB.20 Notification of Award & Signing of Contract Agreement

- 20.1 Prior to expiration of the period of bid validity prescribed by the Procuring Agency, the Procuring Agency will notify the successful bidder in writing (—Letter of Acceptance) that his bid has been accepted (SPP Rule 49).
- 20.2 Within seven (07) days from the date of furnishing of acceptable Performance Security under the Conditions of Contract, the Procuring Agency will send the successful bidder the Form of Contract Agreement provided in the Bidding Documents, incorporating all agreements between the parties.
- 20.3 The formal Agreement between the Procuring Agency and the successful bidder duly stamped at rate of ----% of bid price (updated from time to time) stated in Letter of Acceptance shall be executed within seven (07) days of the receipt of Form of Contract Agreement by the successful bidder from the Procuring Agency.

IB.21 Performance Security

- 21.1 The successful bidder shall furnish to the Procuring Agency a Performance Security in the form and the amount stipulated in the Conditions of Contract within a period of fourteen (14) days after the receipt of Letter of Acceptance (SPP 39).
- 21.2 Failure of the successful bidder to comply with the requirements of Sub-Clauses IB.20.2 & 20.3 or 21.1 or Clause IB.22 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security.
- 21.3 Publication of Award of Contract: within seven days of the award of contract, the procuring shall publish on the website of the authority and on its own website, if such a website exists, the results of the bidding process, identifying the bid through procurement identifying Number if any and the following information:
- (1) Evaluation Report;
 - (2) Form of Contract and letter of Award;
 - (3) Bill of Quantities or Schedule of Requirements. (SPP Rule 50)

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

BIDDING DATA

(This section should be filled in by the Engineer/Procuring Agency before issuance of the Bidding Documents. The following specific data for the works to be tendered shall complement, amend, or supplement the provisions in the Instructions to Bidders. Wherever there is a conflict, the provisions herein shall prevail over those in the Instructions to Bidders.)

Introduction	
IB.1	Name of Procuring agency: SICHN, Govt. of Sindh
IB.1 (1.1)	Name of Contract: CLADDING & ALLIED WORK REQUIRED FOR SICHN KORANGI
IB.1 (1.2)	SICHN Regular Budget
IB.4	Content of Bidding Documents
IB.6	Amendments of Bidding Documents (SPP Rules 22(2) & 22).
	Procuring agency's address, telephone, telex, and facsimile numbers: Sindh Institute of Child Health and Neonatology (SICHN), Office First Floor, Plot no. 354 & 356 JM, Near People's Secretariat Chowrangi, Jamshed Quarters Karachi, Phone no. +9221-99333101-2-3 and E-mail: info@sichn.com.pk.
IB.7	Language of the bid: English

Bid Price and Bid Security	
IB.10	The price quoted shall be in Pakistani Rupees. 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.
IB.13	Amount of bid security: 3.5% of the total estimated value of Project – Fixed Amount 455,000/-

Preparation, Validity of Bids and Submission of Bids	
IB.14	Bid validity period: Validity Period of the Bid will be Ninety (90) Days
IB.14.6	Number of copies: one original technical & Financial proposal
IB.15.2 (a)	Address for e-bid submission: Executive Director, SICHN, Govt. of Sindh Office First Floor, Plot no. 354 & 356 JM, Near People's Secretariat Chowrangi, Jamshed Quarters Karachi
IB.15.2 (b)	IFB title and number: CLADDING & ALLIED WORK REQUIRED FOR SICHN KORANGI IFB No. SICHN/GOS/Works/Proc-Clad/K5/26-27
IB.15.5	Deadline for bid submission: September 29, 2026 at 10:30 a.m

IB.16.1	Time, date, and place for bid opening: September 29, 2026 at 11:00 a.m at address mentioned at IB.15.2 (a)
IB.21	Performance Security equal to 5% of Contract Awarded Amount, in form of Pay Order, Demand Draft or Bank Guarantee shall be submitted by the vendor.

Contract Award	
IB.19	Award Criteria
	Percentage for quantity/works increase or decrease: 15%

16.4 **Responsiveness of Bids**

- (i) Bid is valid till required period,
- (ii) Bid prices are firm during currency of contract/~~Price adjustment~~;
- (iii) Completion period offered is within specified limits,
- (iv) Bidder is eligible to Bid and possesses the requisite experience, capability and qualification.
- (v) Bid does not deviate from basic technical requirements and
- (vi) Bids are generally in order, etc.

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

- (a) **Fixed Price contract:** In these contracts no escalation will be provided during currency of the contract.

FORM OF BID AND SCHEDULES TO BID

FORM OF BID
(LETTER OF OFFER)

Bid Reference No. _____

(Name of Works)

To:

Gentlemen,

1. Having examined the Bidding Documents including Instructions to Bidders, Bidding Data, Conditions of Contract, Contract Data, Specifications, Drawings, if any, Schedule of Prices and Addenda Nos.
_____ for the execution of the above-named works, we, the undersigned, being a company doing business under the name of and address _____ and being duly incorporated under the laws of Pakistan hereby offer to execute and complete such works and remedy any defects therein in conformity with the said Documents including Addenda thereto for the Total Bid Price of Rs _____ (Rupees _____) or such other sum as may be ascertained in accordance with the said Documents.
2. We understand that all the Schedules attached hereto form part of this Bid.
3. As security for due performance of the undertakings and obligations of this Bid, we submit herewith a Bid Security in the amount of _____ drawn in your favour or made payable to you and valid for a period of twenty eight (28) days beyond the period of validity of Bid.
4. We undertake, if our Bid is accepted, to commence the Works and to deliver and complete the Works comprised in the Contract within the time(s) stated in Contract Data.
5. We agree to abide by this Bid for the period of _____ days from the date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
6. Unless and until a formal Agreement is prepared and executed, this Bid, together with your written acceptance thereof, shall constitute a binding contract between us.
7. We undertake, if our Bid is accepted, to execute the Performance Security

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

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

Dated this _____ day of _____, 20

Signature _____

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

(Name of Bidder in Block Capitals)

(Seal)

Address

Witness:

(Signature) _____

Name: _____

Address: _____

[SCHEDULES TO BID INCLUDE THE FOLLOWING:

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

SCHEDULE – A TO BID

SCHEDULE OF PRICES

<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)

PREAMBLE TO SCHEDULE OF PRICES

1. General

- 1.1 The Schedule of Prices shall be read in conjunction with the Conditions of Contract, Contract Data together with the Specifications and Drawings, if any.
- 1.2 The Contract shall be for the whole of the works as described in these Bidding Documents. Bids must be for the complete scope of works.

2. Description

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

3. Units & Abbreviations

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

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

4. Rates and Prices

- 4.1 Except as otherwise expressly provided under the Conditions of Contract, the rates and amounts entered in the Schedule of Prices shall be the rates at which the Contractor shall be paid and shall be the full inclusive value of the works set forth or implied in the Contract; except for the amounts reimbursable, if any to the Contractor under the Contract.
- 4.2 Unless otherwise stipulated in the Contract Data, the premium, rates and prices entered by the bidder shall not be subject to adjustment during the performance of the Contract.
- 4.3 All duties, taxes and other levies payable by the Contractor shall be included in the rates and prices.
- 4.4 The whole cost of complying with the provisions of the Contract shall be included in the items provided in the Schedule of Prices, and wher

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 - A TO BID

SCHEDULE OF PRICES – SUMMARY OF BID PRICES

Sr No.	DESCRIPTION	UNIT	QTY	RATE (RS.)	AMOUNT
1	<u>Aluminum Composite Panel (ACP CLADDING)</u>				
	Providing, fabricating and fixing 4 mm thick Aluminum Composite Panel (ACP) cladding of approved make, color and finish, including aluminum/MS tube or pipe supporting framework, brackets and all necessary supports. The ACP panels shall be accurately cut, routed, folded and fixed to the framework using approved screws, nuts, bolts, aluminum/stainless-steel rivets and other required fixing accessories, including all necessary drilling, cutting and openings. Joints shall be formed in butt joints or grooves, as shown on drawings/, with proper alignment and finishing. The supporting framework shall be securely anchored to the existing solid structure, complete with all fasteners and incidental works, to provide a rigid, true, level and plumb finished surface, complete in all respects in accordance with the drawings, specifications and as directed by the Client. Size of the sheets shall be finalized by the client and the Contractor is obligated to submit the detailed shop drawing accordingly before execution of work at site as per actual site conditions for the review and approval of client. Brands: - ALUCOBOND®, ALUBOND®, Eurobond or equivalent.	Sft	9,000	-	-
2	<u>Elevation/Alphabate</u>				
	Providing, fabricating and fixing of external elevation signage comprising 10 mm thick approved-color acrylic 3D/raised letters, 12" high, with backlit/halo illumination mounted on suitable MS/metal backing/support frame, including LED modules, wiring, power supply, composing, cutting, mounting, alignment, scaffolding, fixing accessories and all necessary hardware, complete in all respects as per approved design, drawings and directions of the Client.	Job	1	-	-
3	<u>Logo / Signage</u>				
	Providing, fabricating and fixing multicolor acrylic SICHN logo/signage of 4'-0" to 5'-0" diameter, laser-cut to the approved design, with backlit/halo illumination, securely mounted on the building elevation using suitable approved fixing system/adhesive, including LED modules, wiring, power supply, surface preparation, alignment, mounting, scaffolding, all necessary accessories, hardware and finishing, complete in all respects as per approved drawings, design and directions of the Client	No.	2	-	-
	TOTAL AMOUNT OF WORKS RS.				-

NOTE:

- 1) The Contractors Are Responsible for Visiting the Site and Determining the Existing Condition and State for themselves Before Submitting the Tender.
- 2) The Contractor shall be responsible for the supply, procurement and delivery of all the material and shifting of the equipment to their respective location, installation, testing, commissioning of the systems in all respects.
- 3) The quoted cost should include all overheads, profits, income tax and all other Taxes which are applicable, import duty (if any), insurance, packing, unpacking, transportation charges etc.
- 4) The work at site shall be executed in accordance with the approved shop drawings which will be prepared by the Contractor and submit for the client's approval prior to execution of works.
- 7) The contractor will provide Operation & Maintenance Instructions to Clients Representatives
- 8) The Owner reserves the right to delete any item before award of works. The cost of such items shall be reduced
- 9) Bidder need to submit TDS sheets along with the item samples which will be supplied by them.
- 10) Financial Proposal will be submitted as per mentioned above format, if any bidder fails to provide on same format with same sequence as specified in BoQ will be considered as rejected.
- 11) The bidder offering the lowest Grand total Amount in the BoQ summary will be awarded the contract, and evaluation will be based on the Grand total Amount Summary of the BoQ required for Repair & Renovation of Accommodation Building Jamshoro
- 12) In case of any incomplete bids (missing rates), the bid may be considered invalid or as per discretion of client.
- 13) Bids to be submitted with offer letter on company letterhead by contractor.
- 14) Contractor will provide a list of items clearly mentioning brand and origin of material along with its purchase price.
- 15) If a bidder participates in a tender through a Joint Venture, the bid security must be paid from the Joint Venture's account.
- 16) The Awarded bidder must secure and maintain insurance for all labor involved in the project. In the event of any incidents, the successful bidder will be responsible for all associated expenses, including medical costs and compensation claims. Proof of insurance must be submitted prior to the commencement of work.
- 17) An amount equivalent to five percent (5%) of the invoice value shall be retained by the Procuring Agency and shall be released to the Contractor/Bidder only upon 100% completion and satisfactory delivery/completion of the work at the respective sites.
- 18) The Contractor shall be responsible for carrying out all necessary quality assurance and quality control (QA/QC) tests and shall submit duly certified/vetted QA/QC test reports from an independent third-party laboratory for all materials, products, and workmanship, as required by the Client. Such test reports shall be submitted for approval prior to incorporation of materials into the works and, where applicable, after execution of the work at site. All testing, sampling, laboratory charges, transportation, and related costs shall be borne by the Contractor.
- 19) The Contractor shall be solely responsible for arranging, providing, maintaining, and managing all utilities required for the execution and completion of the Works, including electricity, potable water, construction water, and any other necessary temporary services. The Client shall not be responsible for providing or arranging such utilities. All associated costs, connections, consumption charges, temporary installations, equipment, and maintenance shall be deemed included in the Contractor's rates and shall be borne entirely by the Contractor.
- 20) The Contractor shall prepare and submit complete **As-Built Drawings** for all works executed under the Contract, incorporating all actual site conditions, approved modifications, deviations, and changes made during execution. The As-Built Drawings shall be submitted in hard copy and editable CAD format, duly coordinated and updated to reflect the final executed works, at the completion of the Project. The processing and payment of the Final Bill shall be subject to the satisfactory submission, review, and approval of the As-Built Drawings by the Client/Consultant.

21) The Contractor shall submit detailed shop drawings for external cladding works (BOQ Items No. 1, 2 and 3), prepared based on actual site conditions and clearly indicating the dimensions, levels and locations of all existing works, including plaster, glass windows, ventilators, doors and other completed elements of the front elevation. The drawings shall be submitted sufficiently along with 3d views in advance of commencement of the works. No external cladding work shall commence until the shop drawings have been formally reviewed and approved by the Client.

SCHEDULE – C TO BIDWORKS TO BE PERFORMED BY SUBCONTRACTORS*

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

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

Note:

- * *The Procuring Agency should decide whether to allow subcontracting or not.
In case Procuring Agency decides to allow subcontracting then following conditions shall be complied with:*
1. No change of Sub-Contractors shall be made by the bidder without prior approval of the Procuring Agency.
 2. The truthfulness and accuracy of the statement as to the experience of Sub-Contractors is guaranteed by the bidder. The Procuring Agency's judgment shall be final as to the evaluation of the experience of Sub-Contractors submitted by the bidder.
 3. Statement of similar works shall include description, location & value of works, year completed and name & address of the clients.

SCHEDULE – D TO BID

PROPOSED PROGRAMME OF WORKS

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

SCHEDULE – E TO BID

METHOD OF PERFORMING WORKS

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

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

SCHEDULE – F TO BID

**INTEGRITY PACT
FEES, COMMISSION AND BROKERAGE ETC.
PAYABLE BY THE SUPPLIERS OF GOODS, SERVICES & WORKS IN
AS PER SPPRA AMENDMENT OF 2019, RULE 89
CONTRACTS WORTH RS. 0.1 MILLION OR MORE**

Contract No: _____

Dated: ____ September 2026

Contract Value: _____

Contract Title: _____

M/s Name of Contractor Here by 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 GoS through any corrupt business practice.

Without limiting the generality of the foregoing, **M/s 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 GoS, except that which has been expressly declared pursuant hereto.

M/ Name of Contractor 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 GoS and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

M/s 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 GoS under any law, contract or other instrument, be voidable at the option of GoS.

Notwithstanding any rights and remedies exercised by GoS in this regard, **M/s Name of Contractor** agrees to indemnify GoS for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoS in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by [name of Supplier] 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 GoS.

For and on behalf of the Buyer (SICHN)**For and on behalf of the Seller/Supplier
(M/s Name of Contractor)**

Signature:

Signature.....

CONDITIONS OF CONTRACT

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CONDITIONS OF CONTRACT

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CONDITIONS OF CONTRACT

1. GENERAL PROVISIONS

1.1 Definitions

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

The Contract

- 1.1.1 –Contract¹ means the Contract Agreement and the other documents listed in the Contract Data.
- 1.1.2 –Specifications¹ 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 –Drawings¹ 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 Agency¹ 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 –Contractor¹ 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 –Party¹ means either the Procuring Agency or the Contractor.

Dates, Times and Periods

- 1.1.7 –Commencement Date¹ 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 –Day¹ means a calendar day
- 1.1.9 –Time for Completion¹ 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 –Cost¹ means all expenditure properly incurred (or to be incurred) by the Contractor, whether on or off the Site, including overheads and similar charges but

does not include any allowance for profit.

Other Definitions

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

1.2 Interpretation

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

1.3 Priority of Documents

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

1.4 Law

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

1.5 Communications

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

1.6 Statutory Obligations

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

2. THE PROCURING AGENCY

2.1 Provision of Site

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

2.2 Permits etc.

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

2.3 Engineer's/Procuring Agency's Instructions

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

2.4 Approvals

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

3. ENGINEER'S/PROCURING AGENCY'S REPRESENTATIVES

3.1 Authorised Person

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

3.2 Engineer's/Procuring Agency's Representative

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

4. THE CONTRACTOR

4.1 General Obligations

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

4.2 Contractor's Representative

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

4.3 Subcontracting

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

4.4 Performance Security

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

5. DESIGN BY CONTRACTOR

5.1 Contractor's Design

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

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

5.2 Responsibility for Design

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

6. PROCURING AGENCY'S RISKS

6.1 The Procuring Agency's Risks

The Procuring Agency's Risks are:-

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

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

7. TIME FOR COMPLETION

7.1 Execution of the Works

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

7.2 Programme

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

7.3 Extension of Time

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

7.4 Late Completion

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

8. TAKING-OVER

8.1 Completion

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

8.2 Taking-Over Notice

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

9. REMEDYING DEFECTS

9.1 Remedying Defects

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

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

9.2 Uncovering and Testing

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

10. VARIATIONS AND CLAIMS

10.1 Right to Vary

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

10.2 Valuation of Variations

Variations shall be valued as follows:

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

11.3 Interim Payments

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

11.4 Retention

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

11.5 Final Payment

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

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

11.6 Currency

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

12. DEFAULT

12.1 Defaults by Contractor

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

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

12.2 Defaults by Procuring Agency

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

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

12.3 Insolvency

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

12.4 Payment upon Termination

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

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

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

13. RISKS AND RESPONSIBILITIES

13.1 Contractor's Care of the Works

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

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

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

13.2 Force Majeure

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

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

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

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

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

14. INSURANCE

14.1 Arrangements

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

14.2 Default

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

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

15. RESOLUTION OF DISPUTES

15.1 Engineer's Decision

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

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

15.2 Notice of Dissatisfaction

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

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

15.3 Arbitration

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

16 INTEGRITY PACT

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

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

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

CONTRACT DATA

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

Sub-Clauses of

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

1.1.4 **The Procuring Agency** means
Sindh Institute of Child Health & Neonatology SICHN

1.1.5 **The Contractor** means
Successful Bidder after Evaluation

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

1.1.9 **Time for Completion** 03-Months / 90 Calendar days
(The time for completion of the whole of the Works should be assessed by the Procuring Agency)

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

Deputy Director – Civil (SICHN)

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

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

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

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

3.1 **Authorized person:** Executive Director

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

Dr Shahid Raza CEO - SICHN

4.4 **Performance Security:**

Amount: 5% of Contract Amt

Validity Till Completion of DLP

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

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

Specification Clause No's _____

7.2 **Programme:**

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

Form of programme: *Bar Chart*

7.4 Amount payable due to failure to complete shall be 0.10% per day up to a maximum of (10%) of sum stated in the Letter of Acceptance

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

7.5 **Early Completion**

In case of earlier completion of the Work, the Contractor is entitled to be paid bonus up-to limit and at a rate equivalent to 50% of the relevant limit and rate of liquidated damages stated in the contract data. **(Not Applicable)**

9.1 **Period for remedying defects**

Defects Liability Period Shall be 12 Months after the issuance of completion certificate by the client

10.2 (e) **Variation procedures:**

Day work rates _____
_____ (details)

11.1 **Terms of Payments**

Mobilization Advance (Not Applicable)

a)

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

- (i) on submission by the Contractor of a Mobilization Advance Guarantee for the full amount of the Advance in the specified form from a Scheduled Bank in Pakistan to the Procuring Agency;
- (ii) Contractor will pay interest on the mobilization advance at the rate of 10% per annum on the advance; and
- (iii) This Advance including the interest shall be recovered in 5 equal installments from the five (05) R.A bills and in case the number of bills is less than five (05) then 1/5th of the advance **inclusive of the interest** thereon shall be recovered from each bill and the balance together with interest be recovered from the final bill. It may be insured that there is sufficient amount in the final bill to enable recovery of the Mobilization Advance.

OR

2) **Secured Advance on Materials - (Not Applicable)**

- (a) The Contractor shall be entitled to receive from the Procuring Agency Secured Advance against an INDENTURE BOND in P W Account Form No. 31(Fin. R. Form No. 2 acceptable to the Procuring Agency of such sum as the Engineer may consider proper in respect of non-perishable materials brought at the Site but not yet incorporated in the Permanent Works provided that:
 - (i) The materials are in accordance with the Specifications for the Permanent Works;
 - (ii) Such materials have been delivered to the Site and are properly stored and protected against loss or damage or deterioration to the satisfaction and verification of the Engineer but at the risk and cost of the Contractor;
 - (iii) The Contractor's records of the requirements, orders, receipts and use of materials are kept in a form approved by the Engineer, and such records shall be available for inspection by the Engineer;
 - (iv) The Contractor shall submit with his monthly statement the estimated value of the materials on Site together with such documents as may be required by the Engineer for the purpose of valuation of materials and providing evidence of ownership and payment therefore;
 - (v) Ownership of such materials shall be deemed to vest in the Procuring Agency and these materials shall not be removed from the Site or otherwise disposed of without written permission of the Procuring Agency;
 - (vi) The sum payable for such materials on Site shall not exceed 75 % of the (i) landed cost of imported materials, or (ii) ex-factory / ex-warehouse price of locally manufactured or produced materials, or (iii) market price of stands other materials;

- (vii) Secured Advance should not be allowed unless & until the previous advance, if any, fully recovered;
- (viii) Detailed account of advances must be kept in part II of running account bill; and
- (ix) Secured Advance may be permitted only against materials/quantities anticipated to be consumed / utilized on the work within a period of 3 months from the date of issue of secured advance and definitely not for full quantities of materials for the entire work/contract

Recovery of Secured Advance: (Not Applicable)

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

11.2 *(a) Valuation of the Works:

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

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

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

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

Type of cover

The Works

Amount of cover

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

Type of cover

Contractor's Equipment:

Amount of cover

Full replacement cost

Type of cover

Third Party-injury to persons and damage to property

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

Workers:

Other cover*:

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

14.2 **Amount to be recovered**

Premium plus _____ percent (____%).

15.3 **Arbitration****

Place of Arbitration: Karachi

* (Procuring Agency to specify as appropriate)

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

STANDARD FORMS

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

FORM OF BID SECURITY
(Bank Guarantee)

Guarantee No. _____
Executed on _____

(Letter by the Guarantor to the Procuring Agency)

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

Name of Principal (Bidder) with
address: _____

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

Bid Reference No. _____ Date of Bid _____

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

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

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

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

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

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

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

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

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

Guarantor (Bank)

Witness:

1. Signature _____

1. _____

2. Name _____

Corporate Secretary (Seal)

3. Title _____

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 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. _____

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 the -Procuring Agency) of the one part and _____ (hereinafter called the -Contractor) of the other part.

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

NOW this Agreement witnesseth as follows:

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

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

Signature of the Contactor

(Seal)

Signature of the Procuring Agency

(Seal)

Signed, Sealed and Delivered in the presence of:

Witness:

(Name, Title and Address)

Witness:

(Name, Title and Address)

MOBILIZATION ADVANCE GUARANTEE

DELETED

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


SICHN, KARACHI

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.

DELETED

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

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

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

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

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

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

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

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

contractor in or towards expending the execution of the said works and for no other purpose whatsoever.

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

Fin R Form No. 17-A

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

- (3) That the said materials detailed in the said Running Account Bill (B) and all other

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

(4) That the Contractor shall make at his own cost all necessary and adequate arrangement for the proper watch, safe custody and protection against all risks of the said material and that until used in construction as aforesaid the said materials shall remain at the site of the said works in the Contractor's custody and at his own risk and on his own responsibility and shall at all times be open to inspection by (he Divisional Officer or any officer authorized by him. In the event of the said materials of any part (hereof being stolen, destroyed or damaged or becoming deteriorated in a 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) That the said materials shall not on any account be removed from the site of the said works except with the written permission of the 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 Contractor's Bill for such payment by deducting therefrom 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 or otherwise by reason of (he default of the Contractor and any moneys so becoming due and payable shall constitute a debt due from the Contractor to the Government and the Contractor hereby covenants and agrees with the Government to repay and the same respectively to it accordingly.

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

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

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

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

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

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

Signed, sealed and delivered by* In the presence of

Seal
1st witness 2nd witness

Signed, sealed and delivered by* In the presence of

Seal
1st Witness 2nd witness

SPECIFICATIONS

[Note for Preparing the Specifications]

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

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

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

Sample Clause: Equivalency of Standards and Codes

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

***DRAWINGS**

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

Conditions of Contract

The Conditions of Contract comprise two parts:

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

These Conditions are the “General Conditions” which form part of the “FIDIC Conditions of Contract for Construction for Building and Engineering Works Designed by the Employer Second Edition (2017 Red Book, Reprinted 2022 with amendments) published by:

Copies of the FIDIC Conditions of Contract can be obtained from:

To request such permission please contact:

FIDIC CASE POSTALE, CH-1215 Switzerland;

Tel. +41 22 799 49 00;

Fax; +41 22 799 49 01

E-mail: fidic@fidic.org.

SPECIAL PROVISIONS

1. THE SITE

Site of Works is the area for construction lying within the line of boundaries and limits shown on the Drawings and any such additional areas adjacent thereto as may be designated by “The Engineer” from time to time for the construction to be performed under the contract and all such areas and additional areas shall be comprised in the site defined in clause 1 Conditions of Contract.

The Employer will give to the contractor, possession of the area designated and defined as “the site” and shown on the drawings as may be required to implement as much of the works when The Engineer’ Notice to Commence the Work is given.

2. WORK UNDER THE CONTRACT

The contract comprises the execution and completion of the works, remedying of any defects therein maintenance of utility services and the provisions of all labor, materials equipment plant and everything whether of a temporary or permanent nature required in the such execution, completion, remedying and maintenance so far as the necessity for providing the same is specified or can reasonably be inferred from the Contract.

The carrying out of all work included in the Contract is to be supervised by a sufficient number of qualified representatives of the Contractor and full facilities and assistance are to be afforded by the Contractor for the Engineer or his Representative to check and examine the execution of the work.

The Engineer reserves the right to inspect all parts of the works but may at his discretion waive inspection on certain items. This shall in no way absolve the Contractor from his responsibilities. This particularly applies to the checking of materials, the accurate setting out of foundations, and to the leveling, setting and aligning of the various parts, and to the proper fitting and adjustment of manufactured and finished materials and fixtures in position.

The Contractor shall submit to “The Engineer” in due time for approval and discussion, his proposals and plans as to the method and procedure to be adopted for the temporary and permanent works involved.

Submission of the proposals & plans, methodology and procedure for execution of works and approval thereof by the Engineer shall not relieve the Contractor of his responsibilities and duties under the Contract.

If the Engineer or his Representative find that the work progress is slow in such a way that the works or parts thereof will not be completed in the time specified, then he shall order the Contractor to work overtime or in shifts and the Contractor shall comply. These arrangements will be free of all financial encumbrances and at no additional costs to the Employer.

In the event of night work, the Contractor shall provide sufficient and adequate lighting to the satisfaction of the Engineer or his Representative and shall supply the necessary manpower for satisfactory continuation of the work after normal hours.

3. CARE AND HANDLING OF WATER

The Contractor shall take all necessary measures to prevent water from the Site causing a nuisance on or, in any neighboring land or property either by causing flooding or by depositing sediment on the surface of the ground or in drains or watercourses. Wherever necessary to prevent this, the Contractor shall construct temporary drainage channels, layer sumps and traps (in addition to those shown on the Contract) discharging into existing drain, ditches or watercourses. The Contractor shall

removes over all sediment, which may accumulate on any land or in any drains, ditches or watercourses or in any other property as a result of his operations.

All works including that below sub-soil standing water level shall be carried out in the dry unless specified otherwise. The Contractor's arrangements for controlling the inflow of water into the parts of the excavation being worked and during the placing of concrete and other works therein and for the collection and disposal of water shall be to the Engineer's Approval. Such arrangements may include inter alia temporary cofferdams, well-point systems, pumps; drains trenches, flumes and other recognized means. All Costs and charges in dealing with water in any way whatsoever and the effects thereof will be deemed to be included in the Contract Price and in the unit rates or prices of the Contractor for excavations.

Water flowing into excavations shall be carried by trenches, drainage layers or open jointed drains to sumps from which it shall be pumped. Such trenches drains or sands shall generally be clear of the Permanent Works unless approved otherwise by the Engineer. If the Approval of the Engineer for trenches drains or sumps are excavated under or immediately adjacent the Permanent Works, these shall comprise open-jointed pipes with gravel mounds. When no longer required and when approved by the Engineer they shall be filled with a cement /sand grout injected under pressure so as to fill the pipe and all voids completely.

The Contractor shall keep all surfaces upon or against which concrete is to be deposited free from running water and no concrete shall be placed until such surfaces are properly drained. Suitable precautions shall be taken to prevent running water from washing out cement or concrete while it is setting or from injuring the Works in any other way.

Notwithstanding the Approval by the Engineer of the Contractor's methods of dealing with water, the Contractor shall be responsible for and accept all the risks and liabilities of dealing with water from whatever source and of all effects thereof.

4. DRAWINGS

- **Tender Drawings**

Tender Drawings issued with the Tender Documents called Tender Drawings; show scope of the work to be performed by the contractor. The Drawings are generally in sufficient details so as to be used as a basis for construction and fabrication.

- **Construction Drawings, Supplementary Drawings**

After award of Contract, the Engineer will issue Construction Drawings to the Contractors.

The Engineer shall have authority to issue the Contractor, from time to time, such supplementary Drawings and instructions as shall be necessary for the purpose of the proper and adequate execution and completion of the Works and the remedying of any defect therein. The Contractor shall follow these drawings.

The Contractor shall give notice to the Engineer regarding the part of the Drawings which is in his opinion contains discrepancies or are not clear. The Engineer shall issue necessary clarification or supplementary Drawing in greater details as required to execute the works. These supplementary Drawings shall be reviewed by the Engineer for his determination of adjustment of the Contract Price under Clause 51 and 52 of Conditions of Contract.

- **Definition of Term Drawings**

The term used in the specifications means the Drawings referred in Clause 5.1 and 5.2 hereof.

- **Checking of Drawings**

The contractor shall check all drawings carefully as soon as practicable after receipt thereof, and shall promptly notify the Engineer of any errors discovered.

- **Copies of Drawings**

Drawings will be issued to the contractor as described below.

- **Tender Drawings**

One (1) set of the Tender Drawings will be issued to the Contractor along with Tender Document. Additional sets will be provided at cost of reproduction upon written request of the contractor.

- **Construction Drawings/ Supplementary Drawings**

One (1) print of each Construction Drawings/ Supplementary drawings will be issued to the contractor free of charge. Additional sets will be provided at cost of reproduction upon written request of the Contractor.

- **Drawings to be furnished by the Contractor/As-Built Drawings**

The contractor shall submit to the Engineer for review of such drawings as required under the contract sufficient in advance of the work intended to be executed.

The contractor shall, at all times, keep on site a separate set of prints on which all significant changes between the work shown on the drawings and the which is actually constructed, shall be noted neatly, accurately and promptly as the work progresses. The Sub-contractor(s) for plumbing, mechanical and electrical shall at all times, keep in site, a separate set of prints of the drawings (showing their parts of the Works) on which all significant changes between the work shown on the Drawings and that which is actually constructed, shall be noted neatly, accurately and promptly as the work progress. Such drawings shall show the exact physical location and configuration of the works as actually installed.

The contractor shall within fourteen (14) days of issuance Taking-Over Certificate for whole of the Works furnished to the Engineer for his approval two (2) copies of such marked up drawings. One (1) copy of each of the marked-up drawings approved by the engineer shall be returned to the contractor by the Engineer and these shall be used for the preparation of the AS-BUILT Drawings.

The contractor shall furnish to the Engineer Six (6) Complete Sets of all AS-BUILT Drawings as well as AutoCAD soft copy within 30 Days of receipt of drawings stated above, from the Engineer.

5. PHYSICAL AND OTHER DATA AVAILABLE TO CONTRACTOR

Drawings and information pertaining to existing project conditions are furnished for reference.

Neither the Employer nor the Engineer warrants the adequacy or correctness of these. The Contractors are encouraged to visit the project site to assess the existing site conditions.

6. LAYOUT OF WORKS AND SURVEY

The Contractor shall establish benchmarks and / or reference line at the Site in accordance with the instructions of the Engineer. The Contractor shall set out its work from these benchmarks and lines. The Contractor shall supply plant, equipment, materials and labor for checking if required of the survey control by the Engineer. Slope stakes will be set by the Contractor before commencement of excavation and will be re-established as required during progress of work using established benchmarks and reference points.

The Engineer may make checks as the work progress to verify lines and grades established by the Contractor and to determine the conformance of the work as it progresses with the requirements of the Drawings and Specifications. Such checking by the Engineer shall not relieve the Contractor of his responsibility to perform all work in accordance with the Drawings and Specifications and the lines and grades given therein.

Based upon the basic control, the Contractor shall provide his own primary control points, as needed for the Works, and shall preserve and maintain them until otherwise authorized.

The Contractor shall be responsible for maintaining all survey markers/monuments, and property corners. If any markers/monuments are destroyed by the Contractor, the Contractor shall arrange, at his own cost, to retrace and replace them to the entire satisfaction of the Engineer. If a monument cannot be replaced in its original position, the Contractor shall install a witness corner. The Contractor shall complete and file monument reference cards on all monuments as per instructions of the Engineer.

The Contractor shall provide experienced Construction Surveyors with adequate experience in the construction surveys similar in nature as required by this Contract.

Based upon established basic control monuments the Contractor shall establish all lines and grades necessary to control the Works, and shall be responsible for all measurements that may be required for execution of the Works to the tolerance prescribed below.

The Contractor shall perform such surveys and computations as are necessary to determine quantities of work performed or placed during each progress payment period, and shall also perform all surveys necessary for the Engineer to determine final quantities of work in place. The Engineer will determine final quantities based on original ground levels determined by the Contractor and agreed by the Engineer.

The Contractor shall notify the Engineer at least 24 hours before performing a quantity survey and, unless specifically waived, quantity surveys shall be performed in the presence of an authorized representative of the Engineer. Degree of accuracy for the survey works shall satisfy the following specified tolerances:

- a) Structure points shall be set within 0.01 foot accuracy from point to point, except where tighter tolerances are required.
- b) Cross-section points shall be located within 0.10 foot, horizontally and 0.01 foot vertically.
- c) Permissible closing error for a levelling line meant for establishing

Temporary Bench Mark (TBMs) shall not exceed $0.045 \times \sqrt{M}$ foot, where M is in miles. The permissible closing error shall be duly adjusted.

The Contractor shall provide all materials, equipment and labor required for surveying work, including, but not limited to, instruments, stakes, spikes, steel pins, templates, platforms, and tools, and except as required to be incorporated in the work or left in place, all such materials and equipment, shall remain the property of the Contractor. Surveying instruments shall be in perfect working condition and shall be subject to rigid inspection for proper operation at least after every two weeks of use. Defective instruments shall be promptly replaced or repaired and adjusted to the satisfaction of the Engineer.

Survey data shall be recorded in accordance with recognized professional surveying standards. Original field notes, computations, and other surveying data shall be recorded in the Contractor furnished field books. Notes or data not in accordance with standard formats will be rejected. Illegible notes or data, or use of erasures on any page of a field book will be considered sufficient cause for rejection of part or the entire field book. Copied notes or data will not be permitted; therefore, rejection of part or all of a field book may necessitate re-surveying. Corrections by ruling or lining out errors will be satisfactory.

The cost of all materials, equipment, surveyors and labor required for surveys for the Works and quantity surveys required by this clause shall be deemed to be included in the rates and prices of the various items in the Bill of Quantities and no separate measurement and payment in their respect shall be made.

The Contractor shall maintain at the Site the requisite surveying instruments in perfect working conditions to enable the Engineer's Representative to check levels and lines of the work at all times.

7. APPROVAL OF MATERIALS AND EQUIPMENT

- **Quantity of Materials**

All materials, fixtures, fittings supplies and plant furnished under the contract shall be new and unused, standard first grade quality and of the best workmanship and design. No inferior or low-grade materials, supplies or articles will be either approved or accepted and all work of assembly and construction shall be done in a first class and workmanlike manner. In asking for prices for materials intended for delivery to the site and incorporation in the Works under any portion of these specifications the contractor shall provide the manufacturer or supplier with complete information as may be necessary to secure compliance to this Clause and in every case, he shall quote this Clause in full to each manufacturer or Supplier.

- **Submission of Samples and Data.**

As soon as practicable after the award of Contract, the Contractor shall submit for the approval of the Engineer drawings, Catalogues diagrams and other descriptive data for all mechanical, electrical, architectural and such other materials and plant designated by the Engineer, which the contractor proposes for use under this Contract. For certain materials and plant, data may be required to be submitted in accordance with a detail form furnished by the Engineer. Samples of materials (2 Sets) shall be submitted by the Contractor to the Engineer at Contractor's Cost for approval sufficiently in advance of the materials intended to be incorporated in the Works.

- **Testing**

Testing, except as otherwise specified herein shall be performed by a testing agency as proposed by the Contractor and approved by the Engineer at no extra cost to the Employer. The Engineer may require all testing to be carried out under his and employer supervision.

The quality control testing shall be performed by the contractor's competent personnel in accordance with a site testing as approved by the Engineer.

The contractor shall keep a complete record of all quality tests programme performed on site.

- **Testing Laboratory Certificates.**

The Engineer may accept a certificate from a commercial testing laboratory, satisfactory to him, certifying that the product has been tested within a period acceptable to the Engineer and that it conforms to the requirements of these Specifications.

- **Inspection**

All materials and Plant furnished and all work performed under this contract will be subject to inspection by the Engineer at all times and in all states of completion both off-site and on-site. The contractor shall furnish promptly without additional charge, all facilitate, and labor and materials reasonably needed for performing such inspection and testing as may be required by the Engineer.

- **Approved Sample at Site.**

The contractor shall at all times keep on the site approved samples. All such samples shall be made available to the Engineer as and when required.

- **Site laboratory.**

The Laboratory shall be equipped with new unused and latest Equipment to perform tests as per Technical Specifications and General Conditions of Contract. Additional equipment/materials shall be supplied by the Contractor as and when required by the Engineer to perform any specified

test, at no additional cost to the Employer.

The laboratory shall also be equipped with new unused furniture, fittings and fixtures. If any equipment, furniture, fitting or fixture becomes unserviceable for any reason what so ever, the Contractor shall promptly replace the same as and when directed by the Engineer.

- **Bar Bending Schedule**

Bar bending (reinforcement bars) schedule of all structural drawings shall be prepared by the Contractor and submitted in triplicate to the Engineer for approval

- **Submissions**

Schedule submission at least sixty days before the dates when reviewed submittals will be needed.

Shop drawings of activities, as deemed necessary by the Engineer, shall be submitted for review and approval by the Engineer as stipulated within the contract terms. Submit Shop Drawings and number of copies of Product Data which the Contractor requires for distribution plus four copies which will be retained by the Engineer.

Submit three samples unless otherwise specified.

Accompany submittals with transmittal letter, in duplicate, containing:

- Data
- Project title and number
- Contractor's name and address
- The number of each Shop Drawing, Product Data and the Sample submitted.
- Notification of deviations from Contract Documents.
- Other pertinent data.

- **Re- Submissions Requirements**

Shop Drawings:

- Revise initial drawings as required and resubmit as specified for initial submittal.
- Indicate on drawings any changes which have been made by the Engineer.
- Product Data and Samples: Submit new data and samples as required for initial submittal.

- The contractor shall be responsible for any approval to be accorded by KW&SC and other related authorities.

8. CONTRACTOR'S QUALITY ASSURANCE PLAN/ SPECIFICATIONS

- **Specification or as specified**

Specification or as specified refers to the specifications outlined in these Documents and where no specifications are available for any work or where the same are found not applicable then the relevant applicable ASTM or BSS specifications or equivalent standards shall apply in the same order. Any time for which no specifications are outlined but which are identified in drawings shall be completed accordingly to the standards as per ASTM/BSS these include items that may be added in the future. The Employer/ Employer's representative may supplement such specifications during the progress of work. All materials and processes used for these items shall be subject to standard testing and if found below the pertinent ASTM/BSS standards, shall be removed from the site immediately at the contractor's expense.

- **Standards and codes**

Wherever reference is made in the specifications to the respective standards codes in accordance to the which goods and materials are to be furnished and work is to be performed or tested, the provisions of the latest current edition or revision of the relevant standards and codes in effect shall apply, unless otherwise expressly set forth in the contract.

- **Material and process**

All goods and materials to be incorporated in the works shall be new, unused of the most recent or current models and incorporate all recent improvements in design and materials unless provided otherwise in the contract.

- **Equivalent Material, Process etc.**

Where specific materials, processes etc. are specified and the same are not available other alternative material and processes which ensure an equal or higher quality than those specified will be accepted subject to the Employer prior review and written approval. Differences between the specified and the proposed alternatives must be fully described in writing by the contractor and submitted to the Employer's approval who may give such approval after determining that the alternative proposed ensures equal or higher quality.

- **Approved, Directed, Instructed**

Approved, directed, instructed means the approval etc. of the Employer unless otherwise stated.

- **Alternatives**

Where alternative materials process etc., are specified the selection will depend on local conditions and discretion rest with the Employer/ Employer's Representative whose decision shall be final and binding.

- **Catalogues/Standards/Manufacturer's Instructions, etc.**

Wherever the manufacturer's/supplier's instructions, Manuals, guarantees and ASTM/BSS standards are referred to in the specifications and details of BOQ; all such literature shall be submitted by the contractor to the Employer/ Employer's Representative for due checking, approval and record.

- **Applicability**

Unless stated or specified else-where to the contrary these General Rules shall apply to all sections of work irrespective of their sequences, location and description.

Suppliers of local and foreign products and installations specified shall have been regularly engaged in the business of manufacturing, fabricating, installing and / or servicing work required for a period not less than 5 years. In addition, the Engineer may request as appropriate a list of similar installations that describes project, scope and date of completion, complete literature, performance data, and technical data, list of services record within Pakistan and location of service office from which this installation could be maintained.

For the actual fabrication, installation and testing of the specified work use only thoroughly trained and experienced workmen completely familiar with the items required and with the manufacturers recommended methods of installation. In acceptance or rejection, no allowance will be made for the lack of skill on the part of workmen.

Use all means necessary to protect materials before, during and after installation and to protect the installed work and materials of all other trades. In the event of damage, immediately make all repairs and replacement necessary for approval and at no additional cost to the Employer.

Manufacturer's standard schematic drawings shall be modified or deleted to indicate only information which is applicable to the project. Such standard information shall be supplemented to provide all additional applicable information.

Manufacturer's catalogue sheets, brochures, diagrams, schedules, performance charts, illustrations and other standard descriptive literature shall be clearly marked to identify pertinent materials products or models. Dimensions and required clearances shall be indicated. Shop performance characteristics and capacities shall be noted.

Except as otherwise provided by these Specifications or the Drawings, all materials, equipment and fabrication and testing thereof shall conform to the latest applicable standards and codes referred in the Specifications by use of the abbreviations explained below:

- ASCE - American Society of Civil Engineers
- ASA- American Standard Association
- ACI- American Concrete Institute (USA)
- AISI- American Iron and Steel Institute (USA)
- AISC- American Institute of Steel Construction (USA)
- ANSI - American National Standard Institute (USA)
- ASTM - American Society for Testing and Materials (USA)
- AASHTO - American Association of State Highway & Transportation Officials
- AWS - American Welding Society (USA) BS - British Standards (UK)
- CP - Codes of Practice (UK)
- ICAO - International Civil Aviation Organization BSICP - British Standard Institute Code of Practice PS - Pakistan Standards (Pak)
- PCA - Portland Cement Association PSI - Pakistan Standard Institute
- SSPC - Steel Structures Painting Council (USA) UBC - Uniform Building Code (USA)
- USBR - United States Bureau of Reclamation (USA)

If the Contractor, at any time and for any reason, wishes to deviate from the above standards or desires to use material or equipment not covered by the above standards, he shall state the exact nature of the changes, the reason for making the change and shall submit complete specifications of the materials and equipment to the Engineer for approval.

9. CONSTRUCTION SCHEDULE

- **Submittal Date**

The programme of works submitted by the Contractor, in accordance with the contract, in the form of a detailed schedule based on a computerized network analysis covering all construction activities indicating critical activities with critical path resource scheduling for contractor's equipment material and labor within the period stated in the Appendix A to Tender. All the milestones shall be clearly identified.

- **Requirements**

The detailed submittal shall consist of schedule, network analysis tabulations and narrative descriptions of the proposed construction programme.

Each summary or detailed schedule shall consist of a bar chart and time scaled network. The schedule start and finish times for all activities on the bar charts shall agree with those in the network. All inter-relationships and inter-dependencies between structures shall be clearly indicated on the schedules. The network shall show the order and interdependences of activities planned by the contractor and shall be time – scaled accordingly to calendar dates.

- **Monthly Reports.**

Each month the Contractor shall submit a report consisting of:

- Copies of the bar charts for the current phase with both actual progress and scheduled progress shown.

- Network analysis tabulations reflecting actual start date and finish dates where applicable.
- A narrative report discussing any significant deviations from the schedule and, if necessary, explaining the steps proposed to be taken to maintain the approved schedule.

10. FACILITIES PROVIDED BY THE EMPLOYER

(Not Used)

11. CONSTRUCTION CAMPS AND COLONIES

Save insofar as the Contract otherwise provides, the Contractor shall provide and maintain such housing accommodation and amenities as he may consider necessary for all his supervisory staff and labor, employed for the purposes of or in connection with the Contract including all fencing, electricity supply, sanitation, cookhouses, fire prevention, water supply and other requirements in connection with such housing accommodation or amenities. On completion of the Contract, these facilities shall be handed over to the Employer or if the Employer so desires, the temporary camps or housing provided by the Contractor shall be removed and the Site reinstated to its original condition, all to the approval of the Engineer.

The Contractor shall erect and maintain at the site in location to be approved by the Engineer 3 Sign Boards 8' x 6' for painting the name of Work name of client, name of consultants, name of Contractor and Project Cost on Both side. The notice board shall comprise of the following; Frame of 3" dia GI pipe properly painted as per direction of the Engineer. 2 Nos. Posts of 3" Dia GI Pipe 4' above ground and 4' below ground embedded in 1:2:4 cc 2'x2'x4' with proper arrangement of anchorage and brasses. 5 Nos. MS / Polyvinyl sheets 9" wide and 1 No. 12" wide, 8' long each fixed with the pipe frame with 3" gap between each strip Background painted in white with synthetic enamel paint on both sides. Alphabets of appropriate size as approve by the Engineer in reflective paint.

The Contractor shall make his own arrangements for providing the necessary space for the storage of plant, equipment and materials and for Contractor's temporary office, in and around the site of works, during the currency of the Contract.

12. EQUIPMENT FURNISHED BY THE EMPLOYER

(Not Used)

13. COOPERATION WITH OTHER CONTRACTORS

It shall be the responsibility of the Contractor to keep-up good relations with other Contractors employed on site by the Employer. The Contractor shall cooperate and coordinate his work with that of the other Contractors working at the Site, to whatever extent may be necessary to complete the Project in accordance with the approved programme of the Works and in accordance with the Engineer's instructions. Should a disagreement or dispute arise between the Contractor and other contractors, the same shall be referred without delay to the Engineer for his decision. Upon such decision, the Contractor shall proceed with the work in accordance therewith. In case the access to the works of other contractors is through the Site area of the Contractor, the Contractor shall coordinate with and permit all reasonable access to other Contractors.

14. SAFETY AND HEALTH

Due precautions shall be taken by the Contractor, and at his own cost, to ensure the safety of his staff and labor at all times throughout the period of the Contract. The Contractor shall further ensure that suitable arrangements are made for the prevention of epidemics and for all necessary welfare and hygiene requirements.

15. CONSTRUCTION UTILITIES

The Contractor shall search for, find, locate and protect any wiring, cable, duct, pipework, etc., within or immediately adjoining the site area.

The Contractor shall take full responsibility for safety of existing service lines, utilities and utility structures uncovered or encountered during excavation and construction operations. The Contractor shall take full responsibility for damaging any such service lines, utility/utility structure and any cost and/or expense that arises or issues from any such damage shall be borne directly by himself. Should any damage to any such service occur the Contractor shall forthwith take remedial action, initiate safety precautions, install temporary services and carryout repair all at his own cost and expense and inform the Engineer and notify all relevant authorities.

Existing utilities which are to remain in service for or after the works are to be determined by the Contractor. If any existing service lines, utilities and utility structures which are to remain in service are uncovered or encountered during these operations, they shall be safeguarded, protected from damage, and supported. The Contractor shall preserve, maintain and keep in perfect working conditions, any existing facilities required to be preserved by the Employer/the Engineer.

16. TRAFFIC, ROADS, BRIDGES

(Not Used)

17. ROCK QUARRIES

(Not Used)

18. FLOOD WARNING SYSTEM

No work is to be undertaken when, in the opinion of the Engineer, the weather is so unsuitable that proper protection of the work cannot be ensured.

Additionally, the Contractor shall be deemed to have taken all weather, flood, inundation, seismic, traffic, vibrations conditions, arising from any cause whatsoever, into account when preparing his Tender and he shall not be entitled to extra payment by reason of the occurrence or effect of excessive traffic vibrations, rain fall, floods, temperature or humidity, high winds, earthquakes or an, other heavier flood inundation, seismic or environmental conditions.

Without limiting his liabilities under the Contract, the Contractor shall make suitable arrangements to protect the works, Including temporary Works, and Constructional Plant against the effects of weather flood inundation seismic and traffic vibrations conditions.

No work shall be performed when; in the opinion of the Engineer such work is liable to be injuriously affected by the weather, flood, inundation seismic or traffic vibrations conditions. The Contractor shall not be entitled to extra payment on account of loss alleged to have been sustained directly or indirectly by reason of the Engineers declining to permit such work to start or continue or ordering any work damaged by the weather flood inundation seismic or traffic vibrations conditions to be made good or removed and re-executed.

The Contractor shall be responsible for obtaining and acting upon all relevant weather flood inundation and seismic information during the period of the Contract. The Contractor shall promptly supply copies of all-weather flood inundation and seismic forecasts to the Engineer.

19. ENVIRONMENTAL PROTECTION

The Contractor shall exercise care to protect the natural landscape and shall conduct his construction operations so as to prevent any unnecessary destruction, scarring or defacing of the natural surroundings in the vicinity of works. Except where clearing is required for the Permanent works, approved construction roads and the Temporary Works, and for excavation operations, all trees and native vegetation shall be preserved and shall be protected from damage which may be caused by the Contractor's construction operations and equipment. On completion of the works, all work areas shall be smoothed and graded in a manner to confirm to the natural appearance of the landscape. Where unnecessary destruction, scarring, damage or defacing may occur as a result of the Contractor's operations, it shall be repaired, replanted, or otherwise

20. STANDARDS OF COUNTRIES OTHER THAN ORIGIN

(Not Used)

21. PROGRESS REPORTS AND PHOTOGRAPHS

During the continuance of the Contract, the Contractor shall submit weekly progress on forms as approved by the Engineer. Such weekly reports shall show the actual progress completed as of date of the report plotted against the schedule as given by the Contractor at the start of work and shall be broken down so as to indicate status of all activities associated with mobilization, design, material procurement, manufacture, surveys work, tests with regard to the agreed contract programme.

The Employer and the Engineer reserve the right to coordinate the schedules of this Contractor and other Contractors working at the Site, and to adjust and/or change any and all such schedules as required during the course of construction in order to achieve a coordinated project in harmony with the Employer's completion date.

Commencing after the first week of construction, and continuing every week until completion, the Contractor shall take and submit photographs to the Engineer's Representative, to show progress of his work and completion of each structure or major feature.

During the period of the Contract, the Contractor shall submit to the Engineer not later than the 8th day of the following month, 5 hard copies and soft editable format each of Monthly Progress Reports covering:

- A Construction Schedule indicating the monthly progress in percentage;
- Description of all work carried out since the last report;
- Description of the work planned for the next 56 days sufficiently detailed to enable the Engineer to determine his programme of inspection and testing;
- Monthly summary of daily job record;
- Photographs to illustrate progress; and
- Information about problems and difficulties encountered, if any, and proposals to overcome the same.

During the period of the Contract, the Contractor shall keep a daily record of the work progress, which shall be submitted to the Engineer at the end of each day. The daily record shall include particulars of weather conditions, number of men working, deliveries of materials, quantity, location and assignment of Contractor's equipment

As soon as work commences on Site, the Contractor shall provide at least 10 to 12 photographs (along with soft copy) of the works from positions to be selected by the Engineer. Each photographic print shall not be less than 297mm x 210mm and shall bear a printed description, a serial number and the date when taken.

The negatives /soft copy of all photographs shall be held at the Contractor's Site Office, numbered and handed over to the Employer at the completion of the Contract.

22. UNIT PRICE BREAKDOWN

The FPS System of Units shall be used throughout the Project.

23. TRANSPORT AND HANDLING OF CARGO

If, notwithstanding Sub-Clause 30.1 any damage occurs to any bridge or road communicating with or on the routes to the Site arising from the transport of materials or Plant, the Contractor shall notify the Engineer with a copy to the Employer, as soon as he becomes aware of such damage or as soon as he receives any claim from the authority entitled to make such claim.

The Employer shall not be liable for any costs, charges or expenses in respect of any damage occurs to any bridge or road arising from the transport of Material or Plant by the Contractor. The Contractor shall keep indemnified the Employer against all such claims. The Contractor shall negotiate the settlement of claim with the authority and pay all sums due in respect of all claims, proceeding, damages, costs, charges and expenses.

The Contractor shall notify the Engineer and Employer about the negotiations, in-respect of settlement of claim. In case of failure in payment of claimed amount by the Contractor, the Employer shall recover the amount of claim from the Contractor by making deduction from any monies due or to become due to the Contractor and shall notify the Contractor accordingly

24. DIRECTED AND REQUIRED

The Contractor shall whenever necessary cover up and protect the works from weather and damage by his own or other workmen performing subsequent operation. The Contractor shall provide all necessary dustsheets, barriers and guard rails and clear away the same at completion.

Upon completion of the works the Contractor shall restore all items covered by the Contract to the satisfaction of the Engineer.

The Contractor shall do regular cleaning and clear away all rubbish and excess materials that may accumulate from time to time on completion and before handing over.

Upon completion of the works, he shall obliterate all signs of temporary construction facilities such as work areas, structures, foundations of temporary structures, stock piles of excess or waste materials, or any other vestiges of construction, as directed by the Engineer. All buildings shall be cleaned; floors and paving scrubbed and the works and site shall be left in a clean and satisfactory state for immediate use and occupation. Care shall be taken not to use any cleaning materials, which may cause damage to the surface to be cleaned. The Contractor shall also take all necessary precautions to keep the works and site free from vermin during construction and he shall leave the works vermin free on completion. Application of pest control agents shall not commence until the specific product, name, method and extent of application have been submitted to and approved of by the Engineer.

25. COMMUNICATION TO THE ENGINEER

The Engineer shall be notified daily in writing of the nature and location of the Works the Contractor intends to perform the next day so as to enable necessary inspection and measurement to be carried out. The Engineer may, if necessary, direct that longer notice be given of certain operations.

26. ANY OTHER PROVISION
(Not Used)

27. MEASUREMENTS AND PAYMENTS

The measurement of the Works shall be performed on the basis of the Specifications. All work completed under the Contract shall be measured according to the metric system for all items, unless otherwise provided herein or in the Special Provisions. All longitudinal measurements for area or volume will be made horizontally along the road center line, and no deduction will be made for individual fixtures in the pavement having an area of 1 sq. meter or less. All transverse measurements for area or volume of pavement courses will be made horizontally in accordance with the dimensions indicated on the plans, or the dimensions ordered by the Engineer. In computing volume of excavation, embankment and borrow material, the average end area method will be used. Where no items are provided in the Bill of Quantities for work required under the Contract, costs shall be deemed to be distributed among the quoted rates and prices entered for other items of work in the Bill of Quantities. The Works shall be measured net notwithstanding any general or local custom except where otherwise specifically described or prescribed in the Contract.

135'-0"

60'-0"



FRONT ELEVATION





ایگزیکٹو ڈائریکٹر کا دفتر سندھ انسٹی ٹیوٹ آف چائلڈ ہیلتھ اینڈ نیونالوجی (SICHN)، حکومت سندھ، کراچی



Ref No: SICHN/GOS/Proc./Adv-NIT/X/26-27/58

Dated: 11-09-2026

این آئی ٹی کا اشتہار

سندھ انسٹی ٹیوٹ آف چائلڈ ہیلتھ اینڈ نیونالوجی (SICHN) اب سندھ پبلک پروویڈر منٹ روٹ 2010 (ترمیم شدہ 2019) کے متعلقہ دفعات کے تحت مئی سال 2026-27 کے لیے درج ذیل ذکر کردہ پروویڈرمنٹ کے کاموں کے لیے اہل بولی دہندگان سے اہلی-پاک انکوریٹن اینڈ سپروائز سسٹم (EPADS) کے ذریعے ای-بلیڈس طلب کرتا ہے۔

دلچسپی رکھنے والے بولی دہندگان کو دعوت دی جاتی ہے کہ وہ سندھ پبلک اکاؤنٹس میں نقد رقم جمع کروا کر 5,000 روپے کی ناقابل واپسی ٹینڈر فیس کے ساتھ ایک تحریری درخواست "سندھ انسٹی ٹیوٹ آف چائلڈ ہیلتھ اینڈ نیونالوجی" (SICHN) کے حق میں جمع کروائیں، اور بے شدہ پائزٹ سلف پہلی منزل، پلاٹ نمبر 354 اور 356 ہے ایم، نیئر ہینڈلر سیکرٹریٹ چور گلی، جمشید کوارٹرز، کراچی میں اتوار اور تعطیلات کے علاوہ صبح 0900 سے 1500 بجے تک اشتہار کی تاریخ سے لے کر 29-09-2026 کو صبح 10:00 بجے تک جمع کروائیں۔ تفصیلی شرائط و ضوابط پر مشتمل بولی کے دستاویزات کا مکمل سیٹ #/ https://portalsindh.eprocure.gov.pk/ سے دیکھا یا ڈاؤن لوڈ کیا جاسکتا ہے۔

بولی کے دستاویزات میں دی گئی ہدایات کے مطابق تیار کردہ بلیاں EPADS پر جمع کرائی جانی چاہئیں اور تمام بولیوں کے ساتھ تصدیق شدہ وکیل لاگت کاؤنٹ میں ذکر کردہ پرنسپلر (عزم زور) پبلک ڈرافٹ یا بے آرڈر یا کال پائزٹ کی صورت میں سندھ انسٹی ٹیوٹ آف چائلڈ ہیلتھ اینڈ نیونالوجی (SICHN) کے نام سے ہونا لازمی ہے جو کہ ای-بلیڈس کی جمع کرانے کی آخری تاریخ سے پہلے پہنچانا چاہیے، اور یہ بلیاں اسی دن 29-09-2026 کو صبح 11:00 بجے پہلی منزل، پلاٹ نمبر 354 اور 356 ہے ایم، نیئر ہینڈلر سیکرٹریٹ چور گلی، جمشید کوارٹرز، کراچی میں کھولی جائیں گی۔

SICHN کی خریداری میٹھی کو ایس پی پی آر سے روٹ 2010 (ترمیم شدہ 2019) کے متعلقہ دفعات کے تحت کسی بھی یا تمام بولیوں کو ملوثی / قبول / مسترد کرنے کا حق حاصل ہے۔

نمبر	نیز کا عنوان	بڑھائی	نیز رینج	نیز روٹ	نیز کی فراہم کی	نیز کی فراہم کی	نیز کی فراہم کی	نیز کی فراہم کی	نیز کی فراہم کی
1.	ہینڈلر ریڈ وائٹن آف کاموٹاٹن ہنگ۔ SICHN	3.52	5000/-	NIT	29-09-2026	29-09-2026	29-09-2026	29-09-2026	29-09-2026
2.	کمیونیکیشن اینڈ اینڈرک۔ کھنڈاڑ۔ SICHN								
3.	کمیونیکیشن آف کھنڈاڑ۔ SICHN								
4.	کمیونیکیشن آف کھنڈاڑ۔ SICHN								

- نوٹ: (N.B.)
- اگر حکومت عام تعلیم کا اعلان کرتی ہے تو ٹینڈر ایگے کاروباری دن جمع اور کو آجائے گا۔
- تمام NITs میں حکومت کے ٹیکس بشمول پروویڈرمنٹ ٹیکس، GST، SRB اور دیگر چارجز اور آرگنائزیشنز، شامل ہوں گے۔
- کسی بھی شواہد کی صورت میں ممکنہ بولی دہندگان کاروباری دنوں / اوقات میں EPADS ہیلپ لائن 137-237-051-111 پر رابطہ کر سکتے ہیں۔

ایگزیکٹو ڈائریکٹر

(SICHN، حکومت سندھ)

Phone no. +9221-99333101-2-3

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GOVERNMENT OF SINDH
SINDH INSTITUTE OF CHILD HEALTH & NEONATOLOGY (SICHN)

No-SICHN/GoS/Re-Mod/Constitution of PC/2025-26/ **243**

Date: 01-04-2026

NOTIFICATION

In partial modification of this office Notification **No-SICHN/GoS/Constitution of PC/2025-26/110** dated: **28.10.2025** the procurement committee has been modified for the procurement of goods, works and services with the approval of Executive Director – SICHN. The composition of Procurement committee is as under:

- | | |
|---|----------|
| 1. Dr. Shahid Raza, Chief Executive Officer, SICHN, Karachi | Chairman |
| 2. Mr. Jalaluddin Akber, Prof at Baqai Medical University/Member of BoD | Member |
| 3. Mr. Zulfiqar Ali Dars, Deputy Secretary, Health Department, GoS | Member |

ToRs of the Committee are as under:

The TORS / Functions / Responsibilities of the procurement Committee in accordance with Rule-8 Of SPP Rules 2010 (Amended 2019) Shall be as under:

- Preparing bidding documents.
- Making recommendations for the award contract to the competent Authority.
- Perform any other function ancillary and incidental to above.

(Prof. Syed Jamal Raza)
Executive Director-SICHN, Karachi

Copy forwarded for information to:

- The P.S to the Chairperson, Board of Directors, SICHN, Karachi
- The P.S to the Secretary, Health Department, Government of Sindh
- All Concerned Member
- Office File.

Prof. SYED JAMAL RAZA
Executive Director
Sindh Institute of Child
Health & Neonatology
Karachi.

(Prof. Syed Jamal Raza)
Executive Director-SICHN, Karachi



GOVERNMENT OF SINDH

SINDH INSTITUTE OF CHILD HEALTH & NEONATOLOGY (SICHN)



No-SICHN/Re-Constitution of Committee/CRC/2023-24/63

Date: 16-04-2024

NOTIFICATION

In Subservience to the Complaint Redressal Committee of this office Notification No-SICHN/Constitution of Committees/2021-22/05 dated: 01.11.2021 the Complaint Redressal Committee is hereby re-constituted in order to address the complaints of bidder as per SPPRA Rules:

- | | |
|--|----------|
| 1. Prof. Syed Jamal Raza, Executive Director, SICHN, Karachi | Chairman |
| 2. Mr. Aftab Ahmed Junejo, Accounts Officer, A.G Sindh, Karachi | Member |
| ✓ 3. Prof. Khemchand N Moorani, General Secretary, NICH Trust, Karachi | Member |

The TORS / Functions / Responsibilities of the Complaint Redressal Committee in accordance with Rule-31 of SPP Rules 2010 (Amended 2019).

(Prof. Syed Jamal Raza)
Prof. SYED JAMAL RAZA
Executive Director
Sindh Institute of Child
Health & Neonatology
Karachi.

Copy forwarded for information to:

1. The P.S to the Chairperson, Board of Directors, SICHN, Karachi
2. The P.S to the Secretary, Health Department, Government of Sindh
3. All Concerned Member
4. Office File.

(Prof. Syed Jamal Raza)
Executive Director-SICHN, Karachi

Prof. SYED JAMAL RAZA
Executive Director
Sindh Institute of Child
Health & Neonatology
Karachi.