KARACHI WATER & SEWERAGE CORPORATION

OFFICE OF THE ACCOUNTS OFFICER-(ZONE-II)
MEMBER / SECRETARY TO PROCUREMENT COMMITTEE OF
(REPAIR AND MAINTENANCE WORKS)
PROCUREMENT PLAN FOR THE FINANCIAL YEAR OF 2026-2027

S #	DESCRIPTION OF PROCUREMENT	ESTIMATED COST	FUNDS ALLOCATED	SOURCE OF FUND	PROPOSED PROCUREMENT METHOD	TIMING OF PROCUREMENT (In Qtr.)				REMARKS
						1st	2nd	3rd	4th	
1	RENOVATION / REDESIGN OF THE COMMITTEE ROOM INSIDE CEO / MD SECRETARIATE, KW&SC PREMISES AT SHAHRAH-E-FAISAL, KW&SC.	31,65,310 + offer Rate	225.50 Million	Own Funded of KW&SC	Open competitive Bidding / Single Stage One Envelop System	-	Yes	-	-	NIT, enclosed herewith for hoisting on EPADS/SPPRA's Website
2	CONSTRUCTION OF BOUNDARY WALL AT ORANGI RESERVOIR, BLOCK-S, NORTH NAZIMABAD, KW&SC.	44,486,993	225.50 Million	-do-	-do-	-	Yes	-	-	-do-

ACCOUNTS OFFICER (ZONE-II) /
SECRETARY
PROCUREMENT COMMITTEE

KARACHI WATER & SEWERAGE CORP.

OFFICE OF THE PROCUREMENT COMMITTEE

(REPAIR & MAINTENANCE WORKS)

Room # 12-A, 1st Floor Block-C, Karsaz Shahrah-e-Faisal Karachi

NOTICE INVITING TENDER

The **KW&SC,** invites e-bid through "**EPADS**" portal of SPPRA Sindh under Single-Stage, One-Envelope method in in accordance of **Rules-17(1)&(1A)** and **Rule-46(1)** of **SPP Rules-2010** and amended upto date, from the interested / eligible Contractor(s) / Firm(s), for the following work(s):-

S.#	Name of work	Estimated Cost	Bid Security of the E/Cost	Valid PEC's Registration & Specialization	Tender Fees
1	RENOVATION / REDESIGN OF THE COMMITTEE ROOM INSIDE CEO / MD SECRETARIATE, KW&SC PREMISES AT SHAHRAH-E-FAISAL, KW&SC.	**31,65,310 + Offer Rate**	200,000	C-6 or above CE-09,CE-10)	10,000
2	CONSTRUCTION OF BOUNDARY WALL AT ORANGI RESERVOIR, BLOCK-S, NORTH NAZIMABAD, KW&SC.	**44,486,993**	900,000	C-5 or above CE-09,CE-10)	10,000

1. **Scope of Work:** Construction required of Boundary Wall and Renovation of the Committee Room, KW&SC.

2. **Eligibility:** Valid registration with Sindh Revenue Board (**SRB**), Federal Board of Revenue (**FBR**) and on Line active Tax Payer list (**ATL**), registration of Pakistan Engineering Council (**PEC**) in relevant category or above along With field specialization in **(CE-09, CE-10).**

3. **Qualification:**
   - **(Requirement):** Possess experience of relevant filed, carrying-out (**5**) works and similar nature works with its completion report. All works should be completed during last three years (**from-July 2023 to June 2026**).
   - At least one similar nature work having minimum cost **80%** of the estimated cost of the work or at least two similar nature work having minimum **50%** of the estimated cost.
   - Bidder firm must submit Income Tax return of last three years and Financial Audit report last five years. The average annual financial Turn-Over not less than equivalent cost of the estimate during last five years.
   - Provide details of required machinery, specified its ownership or on-rental arrangement and details of Professional Engineers (P.E) / technical staff within the firm, as specified in the "**the bidding document".**
   - All above information shall be uploaded on "**EPADS**" website in proper manner along-with company profile with complete Bidding Documents, to assess the eligibility of a contractor firm. If a firm fails to comply with any of the criteria above, it shall be considered "**NON-RESPONSIVE**" and eliminated from evaluation process, irrespective to position in financial and bid opening.

4. **Terms & Conditions of the "NIT".**

   i. Affidavit that firm has never been "**Black Listed**" duly notarized.
   ii. The participant must quote the rates both in word and figures. In case of any anomaly, the amount quoted in words shall be considered.
   iii. In case of more than one bidder quoted same lowest price in a bid (Tie), the overall most-advantageous bid will be considered by invoking relevant SPPR rules, 2010 (amended to date).
   iv. The Bid Security as mentioned in the "**NIT**", should be made from the firm's account by the Bidder and the name of the company / firm must be embossed / mentioned on pay-order and shall be upload its image on the "**EPADS**" portal of SPPRA Sindh, with the Bid document.
   v. **"Integrity Pact"** duly signed with official seal on a stamp paper worth Rs.**100/-** should be upload with the Tender / Bid.
   vi. The complete submission of Bidding documents should be signed along-with company's stamp.
   vii. The bidder shall submit non-refundable Tender(s) cost of each work as mentioned in the "**NIT**" in the shape of Pay-Order from any scheduled bank of Pakistan in favor of **"Karachi Water & Sewerage Corporation"** before the deadline of bid Submission.
   viii. The Joint Venture is not allowed.
   ix. All work's execution will be supervised by a Third-Party, an appointed Consultant firm, engaged by the KW&SC.

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

6. **Bidding / Tender Documents:**

   (i) **Bidding / Tender Documents:** Bidding documents shall be downloaded from the website of "**EPADS**" (http://portalsindh.eprocurement.gov.pk) of SPPRA Sindh.

   (ii) **E-Bid Submission date:** Bid shall be upload / submit on the website of "**EPADS**" SPPRA Sindh from the date of hoisting to **27-11-2026** at **03:00 PM**.

   (iii) **Download / Announcement of bid and Venue:** All downloaded bids shall be announced on **27-11-2026** at **03:30 PM** in the office of the "**Accounts Officer**" (Zone-II) / Secretary Repair & Maintenance Works KW&SC, Room No.**12-A** first floor Block **"C"** 9th Mile Karsaz Shahrah-e-Faisal Karachi, in the presence of the procurement committee as well as presence of the Contractor(s) or their representative, if desired.

7. **Bid Security:**

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

8. **Funding Position:** KW&SC's Own Funds (Budget Allocation for Financial Year of **2026-2027**).

9. **Under following conditions bid will be rejected and action shall be taken in accordance of Rules.**

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

10. The KW&SC, reserve the rights to reject all or any bid prior to the acceptance / award of work, in accordance of the provision Rules of Sindh Public Procurement Regulatory Authority Rules-2010 (Amended upto date).

11. The Procurement Agency, shall not be liable for any online error(s) occurring during the submission or opening of bid(s) nor for technical issues experienced by the bidder(s).

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

13. In case any query required regarding e-biding please contact "**EPADS**" helpline UAN # 051-111-137-237.

Karachi Water & Sewerage Corporation

روزنامہ جہان پاکستان کراچی
آزاد، جرأت مند اور بے باک صحافت کا ترجمان
اتوار 27 جمادی الاول 1448ھ، 08 مارچ 2026ء
فون: 34022243-4

کراچی واٹر اینڈ سیوریج کارپوریشن

دفترِ پروکیورمنٹ کمیٹی

(ریپئر اینڈ مینٹی ننس ورکس)

نیا عزم نئی پہچان

روم نمبر A-12، پہلی منزل، بلاک C-، کارساز، شاہراہ فیصل، کراچی

نوٹس برائے طلبی ٹینڈر

کراچی واٹر اینڈ سیوریج کارپوریشن (KW&SC) کو سندھ پبلک پروکیورمنٹ ریگولیٹری اتھارٹی (SPPRA) کے واحد مرحلہ، ایک لفافہ کے طریقہ کار اور سندھ پبلک پروکیورمنٹ رولز 2010 (ترمیم شدہ) کے قواعد 17(1)، 17(1A) اور 48(1) کے تحت "EPADS" پورٹل کے ذریعے درج ذیل کاموں کے لیے خواہشمند اور اہل ٹھیکیداروں/فرموں سے ای-بولیاں طلوب ہیں:

نمبر شمار	کام کا نام	تخمینہ لاگت	بولی کا زرِ بیعانہ (تخمینہ لاگت کا)	درست PEC رجسٹریشن اور خصوصیت	ٹینڈر فیس
1	شاہراہ فیصل KW&SC میں واقع سی ای او/ایم ڈی سیکرٹریٹ کے اندر کمیٹی روم کی آرائش اور ری ڈیزائننگ۔	27,64,661 روپے+ پیشکش کردہ نرخ	200,000	C-6 یا اس سے اوپر (CE-09, CE-10)	10,000/- روپے
2	اورنگی ریزروائر، بلاک 5، ناتھیہ ناظم آباد، KW&SC میں باؤنڈری وال کی تعمیر۔	44,489,683 روپے	900,000	C-5 یا اس سے اوپر (CE-09, CE-10)	10,000/- روپے

1. **کام کا دائرہ کار:** KW&SC میں باؤنڈری وال کی تعمیر اور کمیٹی روم کی مرمت/آرائش۔
2. **اہلیت:** سندھ ریونیو بورڈ (SRB)، فیڈرل بورڈ آف ریونیو (FBR) میں درست رجسٹریشن اور آن لائن فعال ٹیکس دہندہ فہرست (ATL) میں نام، نیز پاکستان انجینئرنگ کونسل (PEC) میں متعلقہ یا اس سے اعلیٰ زمرے میں رجسٹریشن بمعہ شعبہ جات میں خصوصی مہارت (CE-09، CE-10)۔
3. **قابلیت:**
   - **(تقاضے):** متعلقہ شعبے میں کام کا تجربہ، تکمیلی رپورٹ کے ساتھ (5) کام اور اسی نوعیت کے دیگر کام انجام دیے ہوں۔ تمام کام گزشتہ تین سالوں (جولائی 2023 سے جون 2026) کے دوران مکمل کیے ہوں۔
   - کم از کم ایک ایسا کام جو اسی نوعیت کا ہو اور جس کی لاگت تخمینہ لاگت کی کم از کم 80 فیصد ہو، یا کم از کم دو ایسے کام جو تخمینہ لاگت کا 50 فیصد ہوں۔
   - بولی دہندہ فرم کو گزشتہ تین سالوں کے انکم ٹیکس ریٹرنز اور گزشتہ پانچ سالوں کی مالیاتی آڈٹ رپورٹ جمع کرانی ہوگی۔ گزشتہ پانچ سالوں کے دوران اوسط سالانہ مالیاتی ٹرن اوور تخمینہ لاگت سے کم نہیں ہونا چاہیے۔
   - مطلوبہ مشینری کی تفصیلات، ملکیت یا کرائے کے انتظام سمیت اور ٹینڈر دستاویزات میں بیان کردہ پیشہ ورانہ انجینئرز (P.E.)/تکنیکی عملے کی تفصیلات فراہم کی جائیں۔
   - یہ تمام معلومات کمپنی کے پروفائل اور مکمل بڈنگ دستاویزات کے ساتھ "EPADS" ویب سائٹ پر مناسب طریقے سے اپ لوڈ کی جائیں گی تاکہ ٹھیکیدار فرم کی اہلیت کا اندازہ لگایا جا سکے۔ اگر کوئی فرم مندرجہ بالا کسی بھی معیار پر پورا اترنے میں ناکام رہتی ہے تو اسے مالیاتی اور بولیاں کھلنے میں اس کی پوزیشن سے قطع نظر "غیر جوابدہ" تصور کرتے ہوئے جانچ پڑتال کے مکمل سے خارج کر دیا جائے گا۔
4. **"NIT" کی شرائط وضوابط:**
   - i. اس بات کا حلف نامہ کہ فرم کبھی "بلیک لسٹ" نہیں ہوئی، جو نوٹری سے تصدیق شدہ ہو۔
   - ii. شرکت کرنے والے کو نرخ الفاظ اور ہندسوں دونوں میں درج کرنے ہوں گے۔ کسی بھی تفاوت کی صورت میں الفاظ میں درج کردہ رقم کو حتمی مانا جائے گا۔
   - iii. اگر ایک سے زیادہ بولیوں میں بولی کی قیمت یکساں (Tie) ہو جائے تو SPPRA رولز، 2010 (ترمیم شدہ) کے تحت سب سے زیادہ فائدہ مند بولی کا تعین کیا جائے گا۔
   - iv. ٹوٹس میں درج بولی کا زرِ بیعانہ بولی دہندہ فرم اکاؤنٹ سے بنا ہوا ہونا چاہیے اور پے آرڈر پر کمپنی/فرم کا نام واضح طور پر درج ہونا چاہیے، جس کی تصویر SPPRA سندھ کے "EPADS" پورٹل پر بولی کی دستاویز کے ساتھ اپ لوڈ کی جائے گی۔
   - v. 100 روپے مالیت کے اسٹامپ پیپر پر سرکاری مہر کے ساتھ دستخط شدہ "انٹیگریٹی پیکٹ" (Integrity Pact) ٹینڈر/بولی کے ساتھ اپ لوڈ کیا جائے گا۔
   - vi. بڈنگ دستاویزات کی مکمل دستاویزات پر کمپنی کی مہر کے ساتھ دستخط ہونے چاہئیں۔
   - vii. بولی دہندہ بولی جمع کرانے کی آخری تاریخ سے پہلے کسی بھی شیڈولڈ بینک سے "کراچی واٹر اینڈ سیوریج کارپوریشن" کے نام پر ناقابلِ واپسی بولی (بولیوں) کی لاگت کا پے آرڈر جمع کرائے گا۔
   - viii. مشترکہ کاروباری ادارے کی اجازت نہیں ہے۔ ix. تمام کاموں کی نگرانی KW&SC کی جانب سے مقرر کردہ تیسرے فریق کی کنسلٹنٹ فرم کرے گی۔
5. **خریداری کا طریقہ کار:** اشتہار شدہ بمطابق قواعد 17(1) و (1A) بمطابق سندھ پبلک پروکیورمنٹ رولز، 2010 (ترمیم شدہ) کے قاعدہ 48(1) تحت (واحد مرحلہ ایک لفافہ طریقہ کار)۔
6. **بڈنگ/ٹینڈر دستاویزات:**
   - i) بڈنگ دستاویزات سندھ SPPRA کے "EPADS" پورٹل (http://portalsindh.eprocurement.gov.pk) سے ڈاؤن لوڈ کی جائیں گی۔
   - ii) ای-بولی جمع کرانے کی تاریخ: بولیاں اشتہار شائع ہونے کی تاریخ سے 27-11-2026 کو دوپہر 03:00 بجے تک "EPADS" کی ویب سائٹ پر اپ لوڈ/جمع کی جا سکتی ہیں۔
   - iii) بولی کھولنے کی تاریخ اور مقام: تمام ڈاؤن لوڈ کردہ بولیوں کا اعلان 27-11-2026 کو دوپہر 03:00 بجے اکاؤنٹس آفیسر (زون-II)/سیکرٹری ریپئر اینڈ مینٹی ننس ورکس KW&SC کے دفتر، روم نمبر A-12، پہلی منزل، بلاک "C"، 9th میل، کارساز شاہراہ فیصل، کراچی میں پروکیورمنٹ کمیٹی اور خواہشمند ٹھیکیداروں یا ان کے نمائندوں کی موجودگی میں کیا جائے گا۔
7. **بولی کا زرِ بیعانہ:**
   بولی دہندہ مقررہ رقم کا زرِ بیعانہ (پے آرڈر/کال ڈپازٹ رسیپٹ) جو کسی بھی شیڈولڈ بینک آف پاکستان سے "کراچی واٹر اینڈ سیوریج کارپوریشن" کے حق میں بنایا گیا ہو، تصویر اپ لوڈ کرے گا اور اصل زرِ بیعانہ/پے آرڈر ایک بند لفافے میں (جس پر فرم کا نام اور کام کا نام درج ہو) بولیوں کے اعلان یا کھلنے سے پہلے اکاؤنٹس آفیسر (زون-II) سیکرٹری ریپئر اینڈ مینٹی نینس ورکس KW&SC کے دفتر میں جمع کرائے گا۔
8. **فنڈنگ کی پوزیشن:** KW&SC کے اپنے فنڈز (مالی سال 2026-2027 کے لیے مختص بجٹ)۔
9. **درج ذیل صورتحال میں بولی مسترد کر دی جائے گی:**
   - i. مشروط بڈز۔
   - ii. مطلوبہ رقم کی بولی کے زرِ بیعانہ کے بغیر یا بغیر دستخط شدہ/نامکمل بڈ فارم۔
   - iii. مخصوص تاریخ اور وقت کے بعد اپ لوڈ یا جمع کی گئی بولیاں۔ iv. بلیک لسٹڈ فرم۔ v. جمع کرائی گئی دستاویزات کسی بھی مرحلے پر جعلی ثابت ہونے پر۔
   - iv. بولی کے زرِ بیعانہ/ٹینڈر فیس کا پے آرڈر طبی طور پر جمع نہ کرانے کی صورت میں۔
10. KW&SC کو سندھ پبلک پروکیورمنٹ ریگولیٹری اتھارٹی رولز، 2010 (ترمیم شدہ) کے تحت کام کی منظوری/ایوارڈ سے پہلے تمام یا کسی بھی بولی کو مسترد کرنے کا حق حاصل ہے۔
11. خریدار ادارہ بولی (بولیاں) جمع کرانے یا کھولنے کے دوران پیش آنے والی کسی بھی آن لائن خرابی یا بولی دہندہ کو درپیش تکنیکی مسائل کی ذمہ دار نہیں ہوگی۔
12. خواہشمند بولی دہندہ سے درخواست ہے کہ وہ ای-بولی جمع کرانے کے لیے SPPRA کے "EPADS" پورٹل (http://portalsindh.eprocurement.gov.pk) پر اپنی فرم (فرموں)/کمپنی (کمپنیوں) کی رجسٹریشن کروائیں۔
13. ای-بڈنگ کے حوالے سے کسی بھی قسم کی رہنمائی کی ضرورت میں براہِ کرم "EPADS" کی ہیلپ لائن UAN نمبر 051-111-137-237 پر رابطہ کریں۔

The REGIONAL TIMES of Sindh
Uniting People Every Day
SUNDAY NOVEMBER 08, 2026

Karachi Water & Sewerage Corporation

OFFICE OF THE PROCUREMENT COMMITTEE
(REPAIR & MAINTENANCE WORKS)
Room # 12-A, 1st Floor Block-C, Karsaz Shahrah-e-Faisal Karachi

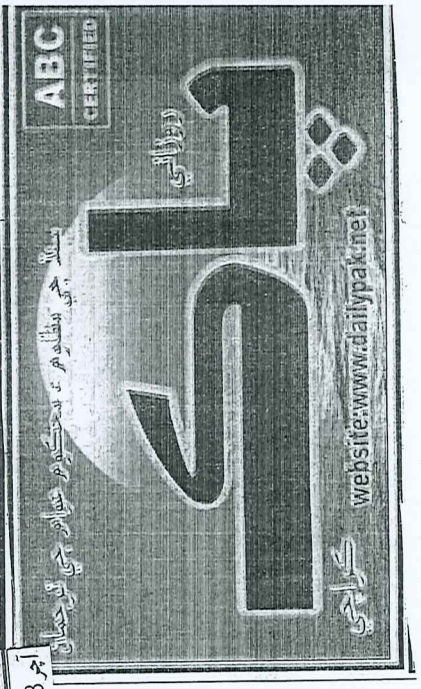
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3. **Qualification:**
   - **(Requirement):** Possess experience of relevant filed, carrying-out **(5)** works and similar nature works with its completion report. All works should be completed during last three years **(from-July 2023 to June 2026).**
   - At least one similar nature work having minimum cost **80%** of the estimated cost of the work or at least two similar nature work having minimum **50%** of the estimated cost.
   - Bidder firm must submit Income Tax return of last three years and Financial Audit report last five years. The average annual financial Turn-Over not less than equivalent cost of the estimate during last five years.
   - Provide details of required machinery, specified its ownership or on-rental arrangement and details of Professional Engineers (P.E) / technical staff within the firm, as specified in the **"the bidding document".**
   - All above information shall be uploaded on **"EPADS"** website in proper manner along-with company profile with complete Bidding Documents, to assess the eligibillty of a contractor firm. If a firm fails to comply with any of the criteria above, it shall be considered **"NON-RESPONSIVE"** and elliminated from evaluation process, irrespective to position in financial and bid opening.
4. **Terms & Conditions of the "NIT",**
   i. Affidavit that firm has never been **"Black Listed"** duly notarized.
   ii. The participant must quote the rates both in word and figures. In case of any anomaly, the amount quoted in words shall be considered.
   iii. In case of more than one bidder quoted same lowest price in a bid (Tie), the overall mostadvantageous bid will be considered by invoking relevant SPPR rules, 2010 (amended to date),
   iv. The Bid Security as mentioned in the **"NIT",** should be made from the firm's account by the Bidder and the name of the company / firm must be embossed / mentioned on pay-order and shall be upload its image on the **"EPADS"** portal of SPPRA Sindh, with the Bid document.
   v. **"Integrity Pact"** duly signed with official seal on a stamp paper worth **Rs.100/-** should be upload with the Tender / Bid.
   vi. The complete submission of Bidding documents should be signed along-with company's stamp.
   vii. The bidder shall submit non-refundable Tender(s) cost of each work as mentioned in the **"NIT"** in the shape of Pay-Order from any scheduled bank of Pakistan in favor of **"Karachi Water & Sewerage Corporation"** before the deadline of bid Submission.
   viii. **The Joint Venture is not allowed.**
   ix. All work's execution will be supervised by a Third-Party, an appointed Consultant firm, engaged by the KW&SC.
5. **Method of Procurement:** (Single Stage one envelope procedure) under **Rule-46(1).** advertised under **Rules-17(1)&(1A)** as per SPP Rules-2010 (Amended upto-date).
6. **Bidding / Tender Documents:**
   (i) **Bidding / Tender Documents:** Bidding documents shall be downloaded from the website of **"EPADS"** (http://portalsindh.eprocurement.gov.pk) of SPPRA Sindh.
   (ii) **E-Bid Submission date:** Bid shall be upload / submit on the website of **"EPADS"** SPPRA Sindh from the date of hoisting to **27-11-2026 at 03:00 PM.**
   (iii) **Download / Announcement of bid and Venue:** All downloaded bids shall be announced on **27-11-2026 at 03:30 PM** in the office of the **"Accounts Officer"** (Zone-II) / Secretary Repair & Maintenance Works KW&SC, Room No.**12-A** First Floor Block **"C"** 9th Mile Karsaz Shahrah-e-Faisal Karachi, in the presence of the procurement committee as well as presence of the Contractor(s) or their representative, if desired.
7. **Bid Security:**
   The bidder shall upload image of **"Bid Security"** prepared of the fixed amount in shape of Pay-order / Call Deposit Receipt made from any scheduled Bank of Pakistan in favour of **"Karachi Water & Sewerage Corporation"** and original Bid security / pay-order shall be submitted in sealed envelope showing name of firm along-with name of work, in the office of the **"Accounts Officer"** (Zone-II) / Secretary Repair & Maintenance Works KW&SC, before announcement / opening of the Bid.
8. **Funding Position:** KW&SC's Own Funds (Budget Allocation for Financial Year of **2026-2027).**
9. **Under following conditions bid will be rejected.**
   i. Conditional bids.
   ii. Bid not accompanied by bid security of required amount and form of Bid not filled / unsigned.
   iii. Bid uploaded / submitted after specified date and time.
   iv. Black listed firm.
   v. Submitted documents, if found "Forged" at any stage.
   vi. Pay-Order of the Bid Security / Tender Cost not summited Physically.
10. The KW&SC, reserve the rights to reject all or any bid prior to the acceptance / award of work, in accordance of the provision Rules of Sindh Public Procurement Regulatory Authority Rules-2010 (Amended upto date).
11. The Procurement Agency, shall not be liable for any online error(s) occurring during the submission or opening of bid(s) nor for technical issues experienced by the bidder(s).
12. Interested Bidders are requested to register their firms(s) / Company(s) on SPPRA website of **"EPADS"** (http://portalsindh.eprocurement.gov.pk) for submission of e-bid.
13. In case any query required regarding e-biding please contact **"EPADS"** helpline UAN # 051-111-137-237.

KWSC Facebook.com/KWSCOFFICIAL



بمطابق 27 جمادي الاول 1448ھ
بمورخہ 08 نومبر 2026ء

کراچي واٽر اينڈ سيوريج کارپوريشن

نيا عزم نئي پہچان

آفيس آف دي پروکيورمينٽ کميٽي

(ريپيئر ۽ مينٽيننس ورکس)

روم نمبر A-12، پھرين منزل، بلاڪ C-، ڪارساز، شاهراھ فيصل، ڪراچي

ٽينڈر گھرائڻ لاءِ نوٽيس

KW&SC ياران SPPRA سنڌ جي "EPADS" پورٽل ذريعي ھڪ مرحلي تي ھڪ لفافي طريقي سان، SPP رولز 2010 ۽ ھيلتائين ترميم ٽيبل جي (1A)&(1)17-Rules ۽ Rule-46(1) تحت، ھيلين ڪمن لاءِ دلچسپي رکندڙ /اھل ڪانٽريڪٽرن/ فرمن کان آڇون گھرائجن ٽيبون:

شمار نمبر	ڪر جو نالو	ڪٽيل رقم	ڪٽيل لاڳت مطابق بڊ سيڪيورٽي	ڪارآمد PEC رجسٹريشن ۽ اسپيشلائيزيشن	ٽينڈر في
1	KW&SC جي شاهراھ فيصل واري آفيس جي احاطي اندر CEO / MD سيڪريٽريٽ جي ڪميٽي روم جي مرمت ۽ نئين سر ڊيزائن ڪرڻ	Rs. 27,64,661+ آفريٽ	200,000	C-6 يا ان کان مٿي CE-09, CE-10	Rs 10,000/-
2	اورنگي ريزروائر بلاڪ S-، نارٿ ناظم آباد. KW&SC ۾ بائونڊري وال (چوديواري) جي تعمير	Rs. 44,489,693	900,000	C-5 يا ان کان مٿي CE-09, CE-10	Rs 10,000/-

1. ڪر جي نوعيت: بائونڊري وال (چوديواري) جي تعمير ۽ KW&SC جي ڪميٽي روم جي مرمت جو ڪر گھربل آھي.
2. اھليت: سنڌ رويونيو بورڊ (SRB). فيڊرل بورڊ آف رويونيو (FBR) ۽ آن لائن ايڪٽو ٽيڪس پيئرلسٽ (ATL) ۾ صحيح رجسٽريشن لازمي آھي. پاڪستان انجنيئرنگ ڪائونسل (PEC) ۾ لاڳاپيل ڪيٽيگري يا ان کان مٿانھين ڪيٽيگري ۾ صحيح رجسٽريشن. (CE-09,CE-10) فيلڊ اسپيشلائيزيشن سان گڏ لازمي ھوندي.
3. قابليت (ڪوالينفڪيشن):
- (گھرجون): لاڳاپيل شعبي ۾ تجربو ھجڻ لازمي آھي. گذريل تن سالن دوران (جولاءِ 2023ع کان جون 2026ع تائين) گھٽ ۾ گھٽ پنج (5) ڪر مڪمل ڪيل ھجن. جيڪي ساڳئي نوعيت جا ھجن. ۽ انھن جي مڪمل ٽيڊ جون رپورٽون پڻ موجود ھجن
- گھٽ ۾ گھٽ ھڪ ڪر جي مالیت لاڳاپيل ڪر جي اندازي لاڳت جي 80 سيڪڙو کان گھٽ نہ ھجي. يا گھٽ ۾ گھٽ ٻہ (02) ساڳئي نوعيت جا ڪر. جنھن جي لاڳت ڪٽيل لاڳت جي 50% کان گھٽ نہ ھجي
- آچ ڊينڈرڊ فرم کي گذريل تن سالن جا انڪر ٽيڪس ريٽرن ۽ گذريل پنجن سالن جو مالي ٽرن اوور جمع ڪرائڻو پوندو. گذريل پنجن سالن جي سراسري سالياني مالي ٽرن اوور ڪر جي ڪٽيل رقم جي برابر يا ان کان گھٽ نہ ھجڻ گھرجي
- گھربل مشينري جا تفصيل. ان جي ملڪيت يا ڪرائي تي حاصل ڪرڻ بابت انتظامن جا تفصيل ۽ فرم اندر موجود پروفيشنل انجنيئرن / (P.E.) ٽيڪنيڪل عملي جا تفصيل. جيئن "Bidding Document" ۾ ڄاڻايل آھي.
- سموري لاڳاپيل ڄاڻ "EPADS" ويب سائيٽ تي لازمي طور اپلوڊ ڪئي وڃي: ڄاڻ اپلوڊ نہ ڪرڻ کي گھربل دستاويزن جي عدم موجودگي تصور ڪيو ويندو. جيڪا ليڪيدار/فرم جي اھليت جاچڻ لاءِ بنياد ھوندي. جيڪڏھن ڪا فرم معيّن ڄاڻ مان ڪنھن بہ شرط تي عمل ڪرڻ ۾ ناڪام رھي تہ آن کي غيرجوابدہ قرار ڏئي. مالي حيثيت يا واڪ ڪلڊ ۾ ان جي پوزيشن کان قطع نظر. جائزي جي عمل مان خارج ڪيو ويندو.
4. "NIT" جا شرط ۽ ضابطا:

(i) واڪ ڏينڈرڊ ڪنھن بہ اداري طرفان "بليڪ لسٽ" ٽيل نہ ھٽڻ گھرجي. جيڪو باقاعدہ نوٽري شدہ ھجڻ گھرجي

(ii) حصو وٺندڙ کي پنھنجي ڏڻل قيمت لفظن ۽ انگن ٻنھي ۾ لکڻ لازمي آھي. جيڪڏھن ٻنھي ۾ ڪو فرق يا ٻي ضابطگي ھجي. تہ لفظن ۾ لکيل رقم کي صحيح سمجھيو ويندو

(iii) جيڪڏھن ھڪ کان وڌيڪ آچ ڏينڈرڊ ھڪ ئي گھٽ ترين قيمت (Tie) درج ڪن تہ لاڳاپيل SPPR رولز 2010 (ھيلتائين ترميم ٽيل) جي مطابق مجموعي طور تي وڌيڪ موزون آچ کي قبول ڪيو ويندو.

(iv) NIT ۾ ڄاڻايل بڊ سيڪيورٽي واڪ ڏينڈرڊ جي پنھنجي بئنڪ اڪائونٽ مان جاري ٽيل ھجڻ گھرجي ۽ ڪمپني يا فرم جي نالي سان پي آرڊر تي پريل/ درج ھجڻ لازمي آھي. جڏھن تہ تصويرايس پي پي آر اي سنڌ جي "EPADS" پورٽل تي واڪ دستاويزن سميت اپ لوڊ ڪئي وڃي.

(v) "Integrity Pact" جيڪو 100 روپين جي اسٽامپ پيپر تي مقرر فارم مطابق. مجاز صحيح ۽ سرڪاري مھر سان مڪمل ٽيل تينڈر/آچ فارم سان گڏ لازمي طور اپلوڊ ڪيو وڃي

(vi) آچن متعلق سموراً دستاويز جمع ڪرائڻ وقت انھن تي ڪمپني جي مھر سان گڏ دستخط ھجڻ لازمي آھي

(vii) "NIT" ۾ درج ناقابل واپسي تينڊر لاڳت پاڪستان جي ڪنھن بہ شيڊولڊ بينڪ مان پي آرڊر جي صورت ۾ "ڪراچي واٽر اينڈ سيوريج ڪارپوريشن" جي نالي ۾ جاري ڪيل آچ جمع ڪرائڻ جي آخري تاريخ کان اڳ جمع ڪرايا وڃن

(viii) جوائنٽ وينچر جي اجازت ھوندي.

(ix) سپني ڪمن جي تجربي جو جائزو ۽ ڳڻپ KW&SC طرفان مقرر ڪيل ٽئين ڌر. ڪميٽي يا مقرر فرم ذريعي ڪئي ويندي.

5. پروکيورمينٽ جو طريقو: (ھڪ مرحلي تي ھڪ لفافي) طريقي سان رول 46(1) ايڊورٽائزڊ انڊر رول (1A)&(1)17 جي تحت، SPP رولز 2010 (تاريخ تائين ترميم ٽيل) مطابق.

6 بڊنگ /تينڈر دستاويز:

(i) واڪ/تينڈر دستاويز: واڪ دستاويز "EPADS" جي ويب سائيٽ (http:portalsindh.eprocurement.gov.pk) ۽ SPPRA جي ويب سائيٽ تان ڊائون لوڊ ڪري سگھجن ٿا.

(ii) اي بڊ جمع ڪرائڻ جي تاريخ :: بولي "EPADS" SPPRA سنڌ جي ويب سائيٽ تي اشتھار جاري ٿيڻ جي تاريخ 27-11-2026 تي 03:00 وڳي منجھند تائين اپلوڊ / جمع ڪرائي ويندي.

(iii) آچ ڊائون لوڊ ڪرڻ ۽ ڪولڊ جوھندڙ: سپني ڊائون لوڊ بڊز 27-11-2026 تي منجھند 03:30 وڳي. "اڪائونٽس آفيسر "(زون-II)، /سيڪريٽري ريپيئر اينڊ مينٽيننس ورکس KW&SC، ڪمرو نمبر A-12، پھرين ماڙ، بلاڪ C-، نائٽ ميل ڪارساز شاھراھ فيصل، ڪراچي جي آفيس ۾ جمع ۽ ڪوليون ويندڙ جنھن پروکيورمينٽ ڪميٽي ۽ موجود ھٽڻ جي صورت ۾ ٽيڪيدار يا سندن بااختيار نمائندا پڻ موجود ھوندا.

7. بڊ سيڪيورٽي:

واڪ ڏينڈرڊ لازمي طور تي مقرر رقم جي بڊ سيڪيورٽي، جيڪا ڪنھن بہ شيڊيولڊ بئنڪ آف پاڪستان مان ڪراچي واٽر اينڈ سيوريج ڪارپوريشن جي حق ۾ پي آرڊر يا ڪال ڊپازٽ رسيد جي شڪل ۾ جاري ٽيل ھجي، ان جي تصوير اپلوڊ ڪندو. جڏھن تہ اصل بڊ سيڪيورٽي/پي آرڊر ھڪ مھربند لفافي ۾، جنھن تي ڪر جو نالو واضح طور لکيل ھجي، واڪ ڪلڊ جي مقرر وقت کان اڳ اڪائونٽس آفيسر (زون-II)/سيڪريٽري ريپيئر اينڊ مينٽيننس ورکس، KW&SC جي آفيس ۾ جمع ڪرائڻ لازمي ھوندو.

8. فنڈنگ پوزيشن: KW&SC اجا پنھنجا فنڊ ھوندا. (مالي سال 2026-2027ع لاءِ بجيٽ ۾ رقم مختص ٽيل آھي)

9. ھيلين حالتن ۾ آچ رد ڪئي ويندي:

(i) مشروط آچون.

(ii) اھڙي آچ جيڪا مقرر رقم ۽ مقرر شڪل واري بڊ سيڪيورٽي سان گڏ جمع نہ ڪرائي وئي ھجي يا جنھن تي صحيحون ٽيل نہ ھجن

(iii) مقرر تاريخ ۽ وقت کان پوءِ اپ لوڊ / جمع ٽيل آچون.

(iv) بليڪ لسٽ فرمون

(v) اھڙا دستاويز جيڪي جاچ دوران جعلي يا ھٽادو ثابت ٿين.

(vi) بڊ سيڪيورٽي / تينڈر دستاويز جو پي آرڊر فزيڪل فارم ۾ جمع نہ ڪرايو ويو ھجي.

10. KW&SC کي اھو حق حاصل ھوندو تہ ھو پبلڪ پروکيورمينٽ ريگيوليٽري اٿارٽي رولز، 2010 (ھيلتائين ترميم ٽيل) جي لاڳاپيل شقن مطابق ڪر جي منظوري/ ايوارڊ کان اڳ سموريون آچن کي مسترد ڪري ڇڏي.

11. آچون جمع ڪرائڻ يا کولڻ دوران بيش ايندڙ ڪنھن بہ آن لائن غلطي (Error) يا آچ ڏينڈرڊ کي درپيش ڪنھن بہ ٽيڪنيڪي مسئلي جي ذمي داري پروکيورمينٽ ايجنسي تي عائد نہ ھوندي.

12. دلچسپي رکندڙ واڪ ڏينڈرن کي ھدايت ڪئي وڃي تہ واڪ جمع ڪرائڻ لاءِ ايس پي پي آر اي جي "EPADS" جي ويب سائيٽ (http:portalsindh.eprocurement.gov.pk) تي پنھنجي ڪمپنيز/فرمز جي رجسٹريشن مڪمل ڪن.

13. اِي-آچ بابت ڪنھن بہ سوال يا شڪايت جي صورت ۾ "EPADS" جي ھيلپ لائين UAN: 051-111-137-237 تي رابطو ڪيو وڃي.

KWSC

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ڪراچي واٽر اينڈ سيوريج ڪارپوريشن

Work No. 1



STANDARD BIDDING DOCUMENTS

TENDER THROUGH PRESS
AS WELL AS EPADS WEBSITE OF SPPRA

RENOVATION / RE DESIGN OF THE COMMITTEE ROOM INSIDE MD SECRETARIAT KW&SC PREMISES AT SHAHRA E FAISAL KW&SC.

KARACHI WATER & SEWERAGE CORPORATION

BIDDING DATA

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

(a)	**Name of Procuring Agency:-**	**Karachi Water & Sewerage Corporation**
(b)	**Brief Description of Works:-**	**RENOVATION / RE DESIGN OF THE COMMITTEE ROOM INSIDE MD SECRETARIAT KW&SC PREMISES AT SHAHRA E FAISAL KW&SC.**
(c)	**Procuring Agency's Address:-**	Executive Engineer (M&IC), KW&SC.
(d)	**Estimated Cost:-**	**Rs. 31,65,310 + Offer Rates**
(e)	**Amount of Bid Security:-**	**Rs. 2,00,000/=**
(f)	**Period of Bid Validity (days):-**	**90 Days** (Not more than ninety days).
(g)	**Security Deposit (including Bid Security) :-**	**10%** (**5%** in the Shape of Bank Guarantee / Pay Order as specified & remaining **5%** from Bill of Payment.
(h)	**Performance Security:-**	**5% in Shape of Bank Guarantee / Pay Order**
(i)	**Percentage, if any, to be deducted from bills:-**	**10%** Security Deposit, **8%** Income Tax, **1.5%** Water Charges, **5%** SST (as per policy).
(j)	**Deadline for Submission of Bids on "EPADS" portal along with time:-**	**27-11-2026 at 03:00 PM.** (Palace of submission at the below address).
(k)	**Venue, Time and Date of Bid Opening:-**	**Office of The Accounts Officer (Zone-II) / Secretary P.C (Repair & Maintenance Works), KW&SC, Room No. 12-A 1st Floor Block- "C" 9th Mile Karsaz Shahrah-e-Faisal Karachi,** in the presence of Tenderer or their authorized representative on the dated & time. **27-11-2026 at 03:30 PM.**
(l)	**Time of Completion from written order to commence:**	**(45 Days).**
(m)	**Liquidity Damage:**	**0.5%** (0.05% of Estimated cost or sanctioned cost per day of delay, but not exceeding **10%**).

Executive Engineer (M&IC)
K.W.&.S.C

KARACHI WATER AND SEWERAGE CORPORATION

OFFICE OF THE EXECUTIVE ENGINEER (M&IC)

Ground Floor, Block-D, 9th Mile Karsaz, Shahrah-e-Faisal, Karachi.

BILL OF QUANTITIES

NAME OF WORK: **RENOVATION / RE DESIGN OF THE COMMITTEE ROOM INSIDE MD SECRETARIAT KW&SC PREMISES AT SHAHRA E FAISAL KW&SC.**

(A) Description and Rate of Items Based on Composite Schedule of Rates-2024

S#	Quantities	Description of Item	Rate in Figure	Rate in Words	Unit	Total Amount
		(i) CIVIL WORKS				
01	630.00 Sft	Dismantling cloth ceiling and supporting timber.	9.51		P/Sft	11,403.00
02	493.00 Sft	Dismantling plank or wooden block flooring etc.	17.11	Rupees Seventeen and Paisa Eleven Only	P/Sft	8,435.23
03	925.00 Sft	Dismantling existing wall paneling/lamination including backing frames, and clearing of resulting debris outside the municipal limits complete in all respects as directed by the Engineer Incharge.	7.28	Rupees Seven and Paisa Twenty Eight Only	P/Sft	6,734.00
04	360.00 Sft	Dismantling glazed or encaustic tiles etc. (including clearing concrete/mortar base and stacking serviceable tiles or removing debris outside the municipal limits.)	31.19	Rupees Thirty One and Paisa Nineteen Only	P/Sft	11,228.40
05	03 Nos.	Removing door with chowket.	574.26	Rupees Five Hundred Seventy Four and Paisa Twenty Six Only	/Each	1,722.78
06	01 Nos.	Removing ventilators and Wooden sunshedes etc.	230.58	Rupees Two Hundred Thirty and Paisa Fifty Eight Only	/Each	230.58
07	89.78 Cft	Dismantling cement block masonry.	50.70	Rupees Fifty and Paisa Seventy Only	P/Cft	4,551.95
08	45.00 Cft	Providing and laying 1 : 3 : 6 cement concrete solid block masonary wall 6" and below in thickness set in 1: 6 cement mortar in ground floor Super Structure including raking out joints & currring etc, complete.	514.82	Rupees Five Hundred Fourteen and Paisa Eighty Two Only	P/Cft	23,166.90
09	505.00 Sft	Cement plaster 1:4 upto 12' height. 3/4" thick	53.82	Rupees Fifty Three and Paisa Eighty Two Only	P/Sft	27,179.10
10	75.00 Sft	P/L 2" thick topping cement concrete (1:2:4) including surface, finishing and dividing into panels. 2" thick	108.75	Rupees One Hundred Eight and Paisa Seventy Five Only	P/Sft	8,156.25
11	960.00 Sft	Supplying and fixing Wall Panel sheet in panels including supplying and making deodar wood 2nd class frame work for partition walls, complete in all respects.	1,588.38	Rupees One Thousand Five Hundred Eighty Eight and Paisa Thirty Eight Only	P/Sft	15,24,844.80
12	96.00 Rft	Deodar wood dado or Picture Rail 3"x1" as per approved design including moulding and fixed in place cost of screws, nails, plugs and painting complete.	800.64	Rupees Eight Hundred and Paisa Sixty Four Only	P/Rft	76,861.44
13		Supplying & fixing in position Aluminum channels framing for sliding windows & ventilators of made with 5mm thick tinted glass glazing (Belgium) & Aluminum fly screen I/c handles stoppers & locking arrangement etc. complete.				
	03.75 Sft	(a) Deluxe model (White)	2,386.73	Rupees Two Thousand Three Hundred Eighty Six and Paisa Seventy Three Only	P/Sft	8,950.24
14	100.00 Sft	Providing and fixing in position doors, windows and ventilators of first class deodar wood frames, and 1-1/2" thick Teak wood ply shutters of first class deodar wood skeleton (Solid) styles and rails coreof partal wood and Teak ply wood (3ply) on both sides including hold fasts, hinges, iron tower bolts, handle sand cleats with cord etc, complete.	3,053.66	Rupees Three Thousand Fifty Three and Paisa Sixty Six Only	P/Sft	3,05,366.00

S#	Quantities	Description of Item	Rate in Figure	Rate in Words	Unit	Total Amount
15	135.00 Sft	Supplying & fixing window blinds (Horizontal / vertical) with plain design and of approved colour i/c fixing in windows with necessary accessories.	461.14	Rupees Four Hundred Sixty One and Paisa Fourteen Only	P/Sft	62,253.90
16	875.00 Sft	Preparing the surface and painting with matt finish I/c rubbing the surface with Bathy (silicon carbide rubbing brick) filling the voids with zink /chalk / plaster of paris mixture, applying first coat premix, making the surface smooth and then painting 3 coats with matt finish of approved make etc : complete.(new surface).	49.27	Rupees Forty Nine and Paisa Twenty Seven Only	P/Sft	43,111.25
17	270.00 Sft	Providing & Laying Full Body Porcelain Tile in Flooring or Facing of Approved Design Set in Gry Cement Motor 1:2 or of 3/4" Thickinss I/C Washing & Joints With White Cement Slurry Using Colour Pigment for matching complete as per Specification. (e) 24"x48"x5/16"	651.48	Rupees Six Hundred Fifty One and Paisa Forty Eight Only	P/Sft	1,75,899.60
18	570.00 Sft	Supplying and fixing false ceiling of plaster of paris in pannels including making frame work of deodar wood i/c painting With soliginum paint.	458.84	Rupees Four Hundred Fifty Eight and Paisa Eighty Four Only	P/Sft	2,61,538.80
19	12.00 Sft	Laying Afghan Ziarat white marble flooring fine dressed on the surface without winding set in lime mortar 1:2 including rubbing and polishing of the joints.	1,181.63	Rupees One Thousand One Hundred Eighty One and Paisa Sixty Three Only	P/Sft	14,179.56
					Total (i) Civil Works:	25,75,813.77
					Approved by Competent Authority:	25,70,401.97
					Say: Total (i) Civil Works:	25,70,402
		(ii) SEWERAGE WORKS				
20	40.00 Rft	Providing UPVC. pipes specials and clamps etc. including fixing cutting and fittings complete with and including the cost of breaking through walls and roof making good etc. with pigment to match the colour of the building and testing with water to a pressure bead of 200 feet and handling.	465.53	Rupees Four Hundred Sixty Five and Paisa Fifty Three Only	/Rft	18,621.20
21	02 Nos	P/F Socket 4" (CPVC SCH-40) Sanitary Tape/Sofaida I/C all Labour.	1,703.52	Rupees One Thousand Seven Hundred Three and Paisa Fifty Two Only	Each	3,407.04
22	03 Nos	P/F Elbow 4" (CPVC SCH-40) Sanitary Tape/Sofaida I/C all Labour.	1,528.49	Rupees One Thousand Five Hundred Twenty Eight and Paisa Forty Nine Only	Each	4,585.47
23	02 Nos	P/F Y-Tee 4" (CPVC SCH-40) Sanitary Tape/Sofaida I/C all Labour.	1,100.17	Rupees One Thousand One Hundred and Paisa Seventeen Only	Each	2,200.34
24	02 Nos	P/F Tee 4" (CPVC SCH-40) Sanitary Tape/Sofaida I/C all Labour.	1,106.35	Rupees One Thousand One Hundred Six and Paisa Thirty Five Only	Each	2,212.70
25	02 Nos	P or S trap of Earthern 4" dia	795.00	Rupees Seven Hundred Ninety Five Only	Each	1,590.00
26	02 Nos	Plastic Thumble 4" dia	700.00	Rupees Seven Hundred Only	Each	1,400.00
27	01 No.	Providing and fixing European type white glazed earthen ware wash down W.C. pan complete with & including the cost of white / black plastic seat (Best quality) and lid with C.P. brass hinges best quality and buffers 3 gallons white glazed earthen ware low level flushing cistern with siphon fitting 1½ " dia white porcelain enameled flush bend dia and making requisite number of holes in walls, plinth & floor for pipe connection & making good in cement concrete 1:2:4 (Foreign quality) . (ICL or equivalent).	44,244.72	Rupees Forty Four Thousand Two Hundred Forty Four and Paisa Seventy Two Only	Each	44,244.72

S#	Quantities	Description of Item	Rate in Figure	Rate in Words	Unit	Total Amount
28	01 No.	Providing and fixing 24"x18" lavatory basin in white glazed earthen ware complete with & including the cost of W.I. or C.I. cantilever bracket 6 inches built into wall, painted white in two coats after a primary coat of red lead paint, a pair of 1-1/2" dia chrome plated pillar taps, 1-1/2" rubber plug & chrome plated brass chain 1-1/4" dia malleable iron or C.P. brass traps malleable iron or brass unions and making requisite number of holes in walls, plinth & floor for pipe connection & making good in cement concrete 1:2:4 (Foreign Equivalent).	24,094.98	Rupees Twenty Four Thousand Ninety Four and Paisa Ninety Eight Only	Each	24,094.98
					Total (ii) Sewerage Works:	1,02,356.45
		(iii) WATER SUPPLY WORKS				
29		Providing UPVC. pipes specials and clamps etc. including fixing cutting and fittings complete with and including the cost of breaking through walls and roof making good etc. with pigment to match the colour of the building and testing with water to a pressure bead of 200 feet and handling. CPVC Pipe (SCH-40).				
	20.00 Rft	2" dia	836.36	Rupees Eight Hundred Thirty Six and Paisa Thirty Six Only	/Rft	16,727.20
	20.00 Rft	1"dia	272.35	Rupees Two Hundred Seventy Two and Paisa Thirty Five Only	/Rft	5,447.00
	30.00 Rft	3/4 "dia	199.83	Rupees One Hundred Ninety Nine and Paisa Eighty Three Only	/Rft	5,994.90
30		P/F Socket (CPVC SCH-40) Sanitary Tape/Sofaida I/C all Labour.				
	02.00 Nos	1" dia	570.96	Rupees Five Hundred Seventy and Paisa Ninety Six Only	Each	1,141.92
	03.00 Nos	¾" dia	560.66	Rupees Five Hundred Sixty and Paisa Sixty Six Only	Each	1,681.98
31		P/F Elbow (90 Degree) (CPVC SCH-40) Sanitary Tape/Sofaida I/C all Labour.				
	02.00 Nos	1" dia	586.40	Rupees Five Hundred Eighty Six and Paisa Forty Only	Each	1,172.80
	03.00 Nos	¾" dia	550.37	Rupees Five Hundred Fifty and Paisa Thirty Seven Only	Each	1,651.11
32		P/F Tee (Equal) (CPVC SCH-40) Sanitary Tape/Sofaida I/C all Labour.				
	02.00 Nos	1" dia	512.27	Rupees Five Hundred Twelve and Paisa Twenty Seven Only	Each	1,024.54
	02.00 Nos	¾" dia	491.68	Rupees Four Hundred Ninety One and Paisa Sixty Eight Only	Each	983.36
33		P/F Union (CPVC SCH-40) Sanitary Tape/Sofaida I/C all Labour .				
	01.00 Nos	1" dia	610.08	Rupees Six Hundred Ten and Paisa Eight Only	Each	610.08
	01.00 Nos	¾" dia	554.49	Rupees Five Hundred Fifty Four and Paisa Forty Nine Only	Each	554.49
34	06.00 Nos	P/F male thread adopter 3/4" (CPVC SCH-40) Sanitary Tape/Sofaida I/C all Labour. ¾" dia	622.44	Rupees Six Hundred Twenty Two and Paisa Forty Four Only	Each	3,734.64
35	06.00 Nos	P/F female thread adopter 3/4" (CPVC SCH-40) Sanitary Tape/Sofaida I/C all Labour. ¾" dia	657.54	Rupees Six Hundred Fifty Seven and Paisa Fifty Four Only	Each	3,945.24
36	02.00 Nos	Long bib cock of crystal head with C.P head ½" dia.	2,784.60	Rupees Two Thousand Seven Hundred Eighty Four and Paisa Sixty Only	Each	5,569.20
37	02.00 Nos	C.p Bib Cock Standard Pattren 3/4" dia	2,246.40	Rupees Two Thousand Two Hundred Forty Six and Paisa Forty Only	Each	4,492.80
38	01.00 Nos	Wash basin mixture of Superior quality with Crystal Head ½" dia.	4,890.60	Rupees Four Thousand Eight Hundred Ninety and Paisa Sixty Only	Each	4,890.60

S#	Quantities	Description of Item	Rate in Figure	Rate in Words	Unit	Total Amount
39	01.00 Nos	Jet shower with rod of superior quality C.P head ½" dia.	3,486.60	Rupees Three Thousand Four Hundred Eighty Six and Paisa Sixty Only	Each	3,486.60
40	01.00 Nos	Sink Mixture Cock of superior quality C.P head ½" dia.	2,550.60	Rupees Two Thousand Five Hundred Fifty and Paisa Sixty Only	Each	2,550.60
41	01.00 Nos	C.P. Muslim shower (Crystal Head) with double bib cock & ring pipe etc.	5,475.60	Rupees Five Thousand Four Hundred Seventy Five and Paisa Sixty Only	Each	5,475.60
42	01.00 Nos	Bathroom set (7 pieces) containing towel rail brush holder, soap tray, shelf etc. (Superior quality pattern) (Master Brand)	14,320.80	Rupees Fourteen Thousand Three Hundred Twenty and Paisa Eighty Only	Each	14,320.80
					Total (iii) Water Supply Works:	85,455.46
		(iv) ELECTRICAL WORKS				
		POINT WIRING SUB-HEAD II				
43	39.00 Point	Wiring for light or fan point with 3/.029 PVC insulated wire in 20mm (3/4") PVC conduit recessed in the wall or column as required.	6,573.50	Rupees Six Thousand Five Hundred Seventy Three and Paisa Fifty Only	Per Point.	2,56,366.50
44	50.00 Nos.	Providing & Fixing circuit breaker 6,10,15,20,30,40,50,& 63amp SP (TB-5S) on prepaired board as required.	2,504.12	Rupees Two Thousand Five Hundred Four and Paisa Twelve Only	/Each	1,25,206.00
45	50.00 Rft	providing & laying (Main or sub main) PVC insulted size 2-7/.036 (4mm2) copper conductor in 1a PVC condition surface	510.47	Rupees Five Hundred Ten and Paisa Forty Seven Only	/Rft	25,523.50
					Total (iv) ELECTRICAL Works:	4,07,096
					Total Part-A (i + ii + iii + iv):	31,65,310/=

Executive Engineer (M&IC)
K.W.&.S.C

I, hereby Quoted _____% At Par / Above / Below on the Composite Schedule of Rates (CSR-2024) Rs. _____

Total After At Par / Above / Below Rs. _____

(Rupees in words_____Only).

Contractor Signature with Seal :- _____

Address:- _____

KARACHI WATER AND SEWERAGE CORPORATION

OFFICE OF THE EXECUTIVE ENGINEER (M&IC)

Ground Floor, Block-D, 9th Mile Karsaz, Shahrah-e-Faisal, Karachi.

BILL OF QUANTITIES

NAME OF WORK: **RENOVATION / RE DESIGN OF THE COMMITTEE ROOM INSIDE MD SECRETARIAT KW&SC PREMISES AT SHAHRA E FAISAL KW&SC.**

(B) Description and Rate of Items based on Market (Offered Rates).

S#	Quantities	Description of Item	Rate in Figure	Rate in Words	Unit	Total Amount
01	01 Job	Careful dismantling, uninstallation and disconnection of existing electronic, IT, AV and related equipment, including TVs, microphones, amplifiers, speakers, communication boxes, wall fixtures, furnitures, cameras, light fittings, switches, blinds and split AC units, including recovery of refrigerant gas and disconnection of copper/electrical lines; tagging, inventory and safe handing over of dismantled items to the authorized Department representative, including removal of minor debris, complete as directed by the Engineer In-Charge.			P/Job	
02	01 Job	Careful dismantling and disconnection of existing sanitary fixtures and plumbing accessories, including WCs, cisterns, wash basins, counter slabs, mirrors, CP fittings, mixers, showers and geysers, without damage to tiles or existing water/drainage lines; cleaning, inventorying and handing over salvageable materials to the authorized representative, complete as directed by the Engineer In-Charge.			P/Job	
03	14.00 Sheet	Supplying and fixing of Wilsonart 4' x 10' lamination sheet from any specific vendor. including approved adhesive and all necessary materials, labor and accessories, complete in all respects as directed by the Architect In-Charge. Lamination Name: Virginia Walnut Lamination Code: 4117-W Company: Wilsonart			P/Shee	
04	320.63 Sft	Providing and fixing customized decorative wall cladding consisting of seasoned imported Oak Wood ribs (size 3/4" x 3/4") planed on exposed faces, pasted vertically/horizontally onto pre-installed lamination sheets with high-strength wood adhesive, and additionally secured with headless micro-pins. Item includes grain filling, fine sanding, application of premium wood polish on exposed faces, complete with backing, wood wastage, scaffolding, and tools complete in all respects as directed by the architect Incharge.			P/Sft	

MTA

S#	Quantities	Description of Item	Rate in Figure	Rate in Words	Unit	Total Amount
05	145.00 Rft.	Providing and fixing customized decorative timber drop band (1" thick x 6" deep) in Oak/Deodar wood, running continuously with curved profiles around the stretchable LED backlit ceiling. Item includes joinery, fine sanding, and application of premium wood polish on exposed faces, complete with backing, suspension G.I. hangers, wood wastage, scaffolding, and tools as directed by the Engineer Incharge.			/Each	
06	490.00 Sft	Providing and laying premium-grade modular commercial Carpet Tiles (size 50cm x 50cm) with heavy-duty backing and tufted nylon loop pile, equivalent to MODULart 'PLAYANGLE' (Design: Plus, Code: PLU13-73 Deep Ocean C) or approved equivalent, laid in designed geometric patterns and pasted over a clean, leveled screed floor base using high-strength low-VOC floor adhesive. Item includes floor preparation, alignment, precise jointing, cutting, wastage, and clean-up complete in all respects as per approved architectural drawings and as directed by the architect Incharge.			/Each	
07	01 No.	Providing and fixing of 10" ceiling exhaust fan from "Voldam" as approved by the architects. Price includes pvc pipe ducting and aluminum flexible pipe connections and vent cover. Complete in all respect.			Each	
08	01 No.	Supplying and installing a high-density polyethylene (HDPE) concealed in-wall flushing cistern frame with front actuator access, G.I. wall frame bracket, flushing pipe, and connection links complete in all respects. (Grohe or equivalent quality)			Each	
09	01 No.	Providing and fixing high-grade white glazed earthenware under-counter vanity wash basin (A-Quality), meticulously cut, ground, and glued under the marble vanity counter slab with epoxy adhesive. (Grohe or equivalent quality)			Each	
10	24.00 Sft	Supplying & fixing designer rectangular mirror of Belgium glass (1/4" thick) mounted on a custom-built frame, complete with integrated back-mounted water-resistant warm LED strip lighting, wiring, transformer, touch sensor, and wall fixing			P/Sft	
11	135.00 Sft	Providing and fixing stretchable LED ceiling light system of approved size and design, including high-translucency PVC stretch membrane, aluminum perimeter profiles, high-output LED strip light backlighting, driver, dimmer, and complete electrical connections.			P/Sft	

S#	Quantities	Description of Item	Rate in Figure	Rate in Words	Unit	Total Amount
12	**30 No.**	Providing and fixing 7W round recessed COB LED downlight 4000K with fancy aluminum die-cast body, internal driver, wiring, and connection complete			**Each**	
13	**03 No.**	Providing and fixing 600 X 600mm, 40W SMD panel lights with internal driver, wiring, and connection complete			**Each**	
14	**100.00 Rft**	Providing and fixing strip 3000K light with internal driver, wiring, and connection complete			**P/Rft**	
15	**10.00 No.**	Providing and fixing 5-Amp flush switch (Schneider or approved equivalent) with earthenware/polycarbonate base of approved quality & make, complete with matching plate. including 16 SWG MS Powder Coated back boxes			**Each**	
16	**10.No.**	Supplying and fixing Universal Light Plug 3-Pin 10-amps (Schneider or approved equivalent) with base of approved quality and make, complete with plate and connection.			**Each**	
17	**03 No.**	Supplying, installing, testing, and commissioning flush stainless steel pop-up floor socket box embedded in floor screed beneath the conference table, fitted with 2 Nos. 10A universal power plugs, 2 Nos. RJ-45 CAT-6 data ports, and 1 No. HDMI pass-through module. Item includes GI back-box, internal terminations, leveling frame, brush cable lid, and testing complete in all respects as directed by the Engineer Incharge.			**Each**	
18	**02 No.**	Supplying & fixing Power Plug 3-Pin 15-amps with earthenware base (Schneider or approved equivalent) of approved quality & make.			**Each**	
19	**50.00 Rft**	Providing and fixing 1.5 mm PVC insulated copper wire single conductor in existing concealed conduit as earth continuity conductor			**P/Rft**	

S#	Quantities	Description of Item	Rate in Figure	Rate in Words	Unit	Total Amount
20	01 Job	Only Installation, Testing & Commissioning of Integrated Conference Room AV, IT & Environmental System (Non-Schedule). Speakers: High-fidelity wall/ceiling mounted audio speakers with dynamic range control. Wifi: Commercial-grade high-density dual-band Wi-Fi access points/routers. Air Purifiers: Multi-stage HEPA filter air purifiers suitable for conference room air volume. Microphones: Table-top gooseneck / boundary conference microphones with central audio interface. Camera: High-definition (1080p/4K) PTZ optical zoom conference cameras with wall/ceiling mounting brackets. Item includes all necessary interconnecting signal cables (CAT-6, HDMI, audio lines), power adapters, mounting hardware, system integration, programming, testing, commissioning, scaffolding, tools, and specialized technical labor, complete as per approved architectural/AV layout and as directed by the Engineer Incharge.			/Job	
21	01 Nos	Providing, supplying, and positioning premium ergonomic executive high-back revolving armchair, featuring swooping wraparound armrests, curvaceous lumbar support profile, wide cushioned seat with high-density foam upholstery, sync-tilt mechanism, pneumatic gas-lift height adjustment, and 5-star base with heavy-duty twin-wheel casters complete in all respects. [Recommended Specification Reference: 'Apollo' High-Back Chair by Dimensions Office, or approved equal quality equivalent].			Each	
22	18 Nos	Providing, supplying, and positioning matching ergonomic visitor armchair, featuring swooping wraparound armrests, wide cushioned seat, upholstered backrest, and heavy-duty powder-coated/chrome cantilever tubular frame with non-marking floor glides complete in all respects. [Recommended Specification Reference: 'Apollo' Visitor Chair by Dimensions Office, or approved equal quality equivalent].			Each	
23	03 Nos	Providing, supplying, assembling, and positioning executive conference meeting table of size 2400mm (L) x 1200mm (W) x 750mm (H) [8' x 4' x 2.5'], featuring high-grade commercial laminate top with durable edge-banding, sturdy metal support legs, and an integrated central flip-up cable management box/wire trunking hatch for power/AV connectivity, complete in all respects as per approved layout. [Recommended Specification Reference: 'Skyline Meeting Table' by Dimensions Office, or approved equal quality equivalent].			Each	

S#	Quantities	Description of Item	Rate in Figure	Rate in Words	Unit	Total Amount
24	02 Nos	Providing, supplying, assembling, and positioning single seater sofa, complete in all respects as per approved layout. [Recommended Specification Reference: 'Monaco Series' by Dimensions Office, or approved equal quality equivalent].			Each	
25	03 Nos	Providing, supplying, assembling, and positioning Double seater sofa, complete in all respects as per approved layout. [Recommended Specification Reference: 'Monaco Series' by Dimensions Office, or approved equal quality equivalent].			Each	
26	01 Nos	Providing, supplying, assembling, and positioning modern executive low-height storage credenza console of dimensions 2100mm (L) x 450mm (W) x 650mm (H), in premium wood-grain laminate finish, featuring multi-compartment storage with double doors, central open shelving for media decoders/AV hardware, heavy-duty concealed hinges, and cable pass-through grommets complete in all respects as per drawing. [Recommended Specification Reference: 'Avon Credenza' by Dimensions Office, or approved equal quality equivalent].			Each	
27	01 Nos	Providing, supplying, assembling, and positioning commercial-grade desk-height storage cabinet (approx. 750mm H x 800mm W x 450mm D) for communication box and IT accessories, featuring double lockable shutter doors, sleek metal handles, internal adjustable shelf, and rear/top cable entry grommets in durable laminate finish complete in all respects. [Recommended Specification Reference: 'Desk Height Cabinet' by Dimensions Office, or approved equal quality equivalent].			Each	
28	01 Nos	Providing, supplying, fabricating, and fixing customized 3D circular wall monogram/emblem of size 3'-6" (42") diameter, fabricated from 16-gauge Stainless Steel (SS 304 grade) with brushed satin / gold titanium finish. Monogram shall feature 3D laser-cut raised lettering ('KARACHI WATER & SEWERAGE CORPORATION'), CNC-etched/engraved central corporate seal with UV-durable color infill, mounted on a solid SS backing plate with heavy-duty concealed wall mounting stud pins and fasteners complete in all respects as per approved architectural detail and direction of the Engineer Incharge.			Each	

S#	Quantities	Description of Item	Rate in Figure	Rate in Words	Unit	Total Amount
29	**15 Nos**	Providing, supplying, and fixing decorative wall-mounted project photo display panels / picture gallery frames, comprising high-resolution archival UV-printed photography on 5mm thick clear acrylic sheet / float glass with polished edges, framed in sleek slim-profile anodized aluminum or wooden border trim. Item includes concealed stainless steel standoff wall fixings, leveling, backing board, and mounting over wood-paneled walls complete in all respects as per approved architectural layout and direction of the Engineer Incharge.			**Each**	
30	**02 Nos**	Providing, supplying, installing, testing, and commissioning inverter-type commercial Ceiling Cassette Air Conditioner unit of 2.0 Ton cooling capacity (Gree / Daikin / Mitsubishi / Kenwood or approved equivalent). Item comprises an indoor 4-way airflow ceiling cassette unit with decorative flush fascia panel, wired/wireless digital LCD remote controller, and matching outdoor condenser unit mounted on heavy-duty powder-coated MS brackets. Complete with up to 15 Rft insulated refrigeration-grade copper piping pair, communication cabling, insulated PVC condensate drain pipe, suspension rod anchors from the ceiling slab, vibration isolators, vacuuming, testing, and full refrigerant gas charging, complete in all respects as directed by the Engineer Incharge.			**Each**	
				Total:		

Executive Engineer (M&IC)
K.W.&.S.C

I hereby Quoted Amount to Rs. _____ (Rupees_____

_____Only).

Contractor Signature with Seal :- _____

Address:- _____

_____

KARACHI WATER AND SEWERAGE CORPORATION

OFFICE OF THE EXECUTIVE ENGINEER (M&IC)

Ground Floor, Block-D, 9th Mile Karsaz, Shahrah-e-Faisal, Karachi.

SUMMARY BILL OF QUANTITIES

Name of Work: **RENOVATION / RE DESIGN OF THE COMMITTEE ROOM INSIDE MD SECRETARIAT KW&SC PREMISES AT SHAHRA E FAISAL KW&SC.**

COST OF BID

(A) Items based on Composite Schedule of rates. _____

(B) Items based on Market (Offered Rates). _____

TOTAL COST OF BID = TOTAL (A) + TOTAL (B): _____

Executive Engineer (M&IC)
K.W.&.S.C

I hereby Quoted Amount to (Rupees in Words) _____

_____ Only).

Contractor Signature with Seal :- _____

Address:- _____

_____

MTA

LETTER FOR INVITAION FOR BIDS

Date:-_____

Bid Reference No:-_____

1- The procuring Agency, Karachi Water & Sewerage Corporation, invites e-bids from interested firms or bidder and should have valid registration with Sindh Revenue Board (SRB), Federal Board of Revenue (FBR) on active Taxpayer List (TPL) as well as Pakistan Engineering Council (PEC) Registration Certificate along-with specification in relevant field, GST Registration Certificate (where applicable) in the appropriate specific work with the Procurement Agency for the work of,

RENOVATION / RE DESIGN OF THE COMMITTEE ROOM INSIDE MD SECRETARIAT KW&SC PREMISES AT SHAHRA E FAISAL KW&SC.

2- (Enter the title, type, and financial volume of work), which be completed in **(45 Days).** (entire appropriate time period).

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

4- All bids must be accompanied by a Bid Security in the required amount as per N.I.T in the form of (pay order / Demand Draft / Bank Guarantee) and must be submitted Physically in the office of the **Accounts Officer** (Zone-II) / Secretary P.C (Repair & Maintenance Works, KW&SC, Room No.12-A 1st floor Block "C" 9th Mile Karsaz Shahrah-e-Faisal Karachi (indicate the address if it differs).

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

Executive Engineer (M&IC)
K.W.&.S.C

MTA

EVALUATION CRITERIA

In terms of Rule-21 (1) (h) Rule-21 (A) of SPP Rules-2010 (Amended Up to Date)

1. The Bidder should have valid registration with Sindh Revenue Board (SRB), Federal Board of Revenue (FBR) on active Taxpayer List (TPL) as well as PEC Registration Certificate alongwith Specialization in relevant field, GST Registration Certificate (where applicable) and copy must be available with Tender.
2. Affidavit that the frim has never been black listed and copy of the same must be available with tender.
3. The Pay-order of required Bid Security / Earnest Money should be made from the A/c of the Company / Firm of the participant as mentioned in the "NIT" and must be available with the tender.
4. The bidder must possesss technical experience / past experience of carrying out five (05) similar nature of worksalong with their completion certificates during last three years (July-2023 to June-2026).
5. At least one similar nature of work having minimum cost 80% of the estimated cost of the work or at least two similar nature works each having minimum 50% of the estimated cost.
6. Income Tax Return of Last Three (03) Years.
7. Average Annual Financial Turn-over not less than equivalent cost of the estimate during last Five (5) years.
8. Provide details of required machineries specify its ownership or on rental arrangement. At least one registered as Engineer (P.E from PEC) having valid PEC registration / technical staff with firm.
9. All required information shall be uploaded with the tender document on the website (http://portalsindh.eprocure.gov.pk) of "**EPADS**" SPPRA Sindh along-with company profile with Bidding documents, to assess the eligibility of a contractor firm. If a firm fails to comply with any of the criteria above, shall be considered "**FAILED**" and eliminated from detail evaluation process.
10. The Technical Evaluation Criteria shall be followed as under:-

S#	Category	Weightage / Marks
A	Financial Soundness	30
B	General & Relevant Experience	30
C	Personnel / Machinery Capabilities	40
	TOTAL MARKS:	**100**

Applicant(s) must score total (**75**) marks and at least **50%** marks in each category, to qualify.

Executive Engineer (M&IC)
K.W.&.S.C

INSTRUCTION FOR PREPARING BIDS

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

1. The Participants must quote the rates both in words and figures.
2. Bid Security / Earnest Money should be made from the A/c. of the Company / Firm of the participant.
3. Integrity pact on the stamp paper wroth Rs. 100/= should be enclosed with the Tender / Bid.
4. Bid would not be conditional.
5. Bids should be accompanied by bid Security of Required Amount.
6. Bid uploaded / submitted on the specified date and time.
7. The firm will not be Blacklisted Firms.
8. Uploaded documents should not be found forge at any stage.
9. Pay-order of the Bid security should be summited Physically in the office of Accounts Officer (Zone-II) / Secretary P.C (Repair & Maintenance Works) KW&SC, Room No.12-A First Floor Block- "C" 9th Mile Karsaz Shahrah-e-Faisal Karachi before opening of the Bid.
10. Mandatory requirement of valid PEC Registration, FBR (Active Taxpayer List) and SRB (Sindh Revenue Board) in case of Supply Items GST Registration.
11. Experience in field should be supported with similar nature Work's Order & it's Completion Certificates as per "NIT"
12. Bid must be signed with stamp, address and contact number
13. All applicable taxes will be deducted from Gross Amount of bill.
14. The bill should be routed through engaged consultant.

Executive Engineer (M&IC)
K.W.&.S.C

MTA

Integrity Pact

DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC. PAYABLE BY THE SUPPLIERS/CONTRACTORS/CONSULTANTS.

Contract Number: _____ Dated: _____

Contract Value: _____

Contract Title: **RENOVATION / RE DESIGN OF THE COMMITTEE ROOM INSIDE MD SECRETARIAT KW&SC PREMISES AT SHAHRA E FAISAL KW&SC.**

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

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

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

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

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

_____ [Procuring Agency]

_____ [Supplier /Contractor/Consultant]

SPPRA

INSTRUCTIONS TO PROCURING AGENCIES

SYED KASHIF SHAH
EXECUTIVE ENGINEER
M&IC, KW&SC

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

A. Basis of Documents

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

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

B. Contents of Documents

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

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

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

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

(i) Invitation for Bids

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

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

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

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

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

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

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

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

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

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

D. Instructions to Bidders

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

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

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

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

E. Bidding Data

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

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

F. Schedules to Bid

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

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

G. Conditions of Contract

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

H. Contract Data

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

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

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

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

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

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

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

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

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

I. Specifications

To be prepared and incorporated by the Engineer/Procuring Agency

J. Drawings

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

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INVITATION FOR BIDS

INVITATION FOR BIDS

Date: _____
Bid Reference No.: _____

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

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

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

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

INSTRUCTIONS TO BIDDERS & BIDDING DATA

Notes on the Instructions to Bidders

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

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

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INSTRUCTIONS TO BIDDERS

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

A. GENERAL

IB.1 Scope of Bid & Source of Funds

1.1 Scope of Bid

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

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

1.2 Source of Funds

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

IB.2 Eligible Bidders

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

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

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

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

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

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

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

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

IB.3 Cost of Bidding

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

B. BIDDING DOCUMENTS

IB.4 Contents of Bidding Documents

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

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

IB.5 Clarification of Bidding Documents

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

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

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

;

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

6.1 At any time prior to the deadline for submission of Bids, the Procuring Agency may, for any reason, whether at his own initiative or in response to a clarification requested by a interested bidder, modify the Bidding Documents by issuing addendum.

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

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

C. PREPARATION OF BIDS

IB.7 Language of Bid

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

IB.8 Documents Comprising the Bid

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

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

IB.9 Sufficiency of Bid

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

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

IB.10 Bid Prices, Currency of Bid and Payment

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

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

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

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

IB.11 Documents Establishing Bidder's Eligibility and Qualifications

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

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

IB.12 Documents Establishing Works' Conformity to Bidding Documents

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

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

IB.13 Bid Security

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

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

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

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

13.5 The Bid Security may be forfeited:

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

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

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

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

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

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

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

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

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

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

D. SUBMISSION OF BID

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

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

15.2 The inner and outer envelopes shall

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

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

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

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

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

E. BID OPENING AND EVALUATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(B) Minor Deviations

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

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

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

16.8 Evaluated Bid Price

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

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

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

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

IB.17 Process to be Confidential

17.1 Subject to IB.16.3 heretofore, no bidder shall contact Engineer/Procuring Agency on any matter relating to its Bid from the time of the Bid opening to the time the bid evaluation result is announced by the Procuring Agency. The evaluation result shall be announced at least seven (07) days prior to award of Contract (SPP Rule 45). The announcement to all bidders will include table(s) comprising read out prices, discounted prices, price adjustments made, final evaluated prices and recommendations against all the bids evaluated.

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

17.3 Bidders may be excluded if involved in **"Corrupt and Fraudulent Practices"** means either one or any combination of the practices given below SPP Rule2(q);

(i) "**Coercive Practice**" means any impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence the actions of a party to achieve a wrongful gain or to cause a wrongful loss to another party;

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

(iii) **"Corrupt Practice"** means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful gain;

(iv) "**Fraudulent Practice"** means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;

(v) **"Obstructive Practice"** means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract or deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements before investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or acts intended to materially impede the exercise of inspection and audit rights provided for under the Rules.

F. AWARD OF CONTRACT

IB.18. Post Qualification

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

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

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

IB.19 Award Criteria & Procuring Agency's Right

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

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

IB.20 Notification of Award & Signing of Contract Agreement

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

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

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

IB.21 Performance Security

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

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

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

(1) Evaluation Report;

(2) Form of Contract and letter of Award;

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

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

BIDDING DATA

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

Instructions to Bidders
Clause Reference

1.1 **Name of Procuring Agency**

_____

_____

(*Insert name of the Procuring Agency)*

Brief Description of Works

_____

_____

5.1 (a) Procuring Agency's address:

_____

_____

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

(b) Engineer's address:

_____

_____

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

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

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

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

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

13.1 **Amount of Bid Security**

_____

_____

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

14.1 **Period of Bid Validity**

_____

_____

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

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

One original plus _____ copies.

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

_____

_____

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

15.1 **Deadline for Submission of Bids**

Time: _____ AM/PM on _____.

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

Venue:_____

Time: _____Date: _____

16.4 **Responsiveness of Bids**

(i) Bid is valid till required period,

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

(iii) Completion period offered is within specified limits,

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

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

(vi) Bids are generally in order, etc.

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

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

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

FORM OF BID AND SCHEDULES TO BID

FORM OF BID
(LETTER OF OFFER)

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

To:

_____
_____
_____

Gentlemen,

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

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

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

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

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

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

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

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

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

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

Dated this _____day of _____, 20

Signature _____

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

(Name of Bidder in Block Capitals)

(Seal)

Address

_____

_____

_____

Witness:

(Signature)_____

Name:_____

Address: _____

_____

[SCHEDULES TO BID INCLUDE THE FOLLOWING:

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

SCHEDULE – A TO BID

SCHEDULE OF PRICES

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

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

PREAMBLE TO SCHEDULE OF PRICES

1. General

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

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

2. Description

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

3. Units & Abbreviations

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

_____

_____

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

4. Rates and Prices

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

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

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

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

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

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

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

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

**(Procuring Agency may modify as appropriate)*

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

5. Bid Prices

5.1 Break-up of Bid Prices

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

5.2 Total Bid Price

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

6. Provisional Sums and Day work

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

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

SCHEDULE OF PRICES – SUMMARY OF BID PRICES (Sample)

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

SCHEDULE OF PRICES

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

SCHEDULE - B TO BID

*SPECIFIC WORKS DATA

(To be prepared and incorporated by the Procuring Agency)

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

SCHEDULE – C TO BID

WORKS TO BE PERFORMED BY SUBCONTRACTORS*

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

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

Note:

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

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

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

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

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

SCHEDULE – D TO BID

PROPOSED PROGRAMME OF WORKS

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

SCHEDULE – E TO BID

METHOD OF PERFORMING WORKS

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

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

SCHEDULE – F TO BID

(INTEGRITY PACT)

DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC PAYABLE BY CONTRACTORS

(FOR CONTRACTS WORTH RS. 10.00 MILLION OR MORE)

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

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

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

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

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

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

.....
[Procuring Agency]

[Contractor]

CONDITIONS OF CONTRACT

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CONDITIONS OF CONTRACT

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CONDITIONS OF CONTRACT

1. GENERAL PROVISIONS

1.1 Definitions

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

The Contract

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

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

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

Persons

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

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

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

Dates, Times and Periods

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

1.1.8 "Day" means a calendar day

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

Money and Payments

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

does not include any allowance for profit.

Other Definitions

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

1.1.12 "Country" means the Islamic Republic of Pakistan.

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

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

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

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

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

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

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

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

1.2 **Interpretation**

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

1.3 **Priority of Documents**

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

1.4 **Law**

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

1.5 **Communications**

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

1.6 **Statutory Obligations**

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

2. THE PROCURING AGENCY

2.1 **Provision of Site**

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

2.2 **Permits etc.**

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

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

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

2.4 **Approvals**

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

3. ENGINEER'S/PROCURING AGENCY'S REPRESENTATIVES

3.1 **Authorised Person**

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

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

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

4. THE CONTRACTOR

4.1 **General Obligations**

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

4.2 **Contractor's Representative**

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

4.3 **Subcontracting**

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

4.4 **Performance Security**

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

5. DESIGN BY CONTRACTOR

5.1 **Contractor's Design**

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

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

5.2 **Responsibility for Design**

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

6. PROCURING AGENCY'S RISKS

6.1 **The Procuring Agency's Risks**

The Procuring Agency's Risks are:-

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

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

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

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

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

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

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

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

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

7. TIME FOR COMPLETION

7.1 Execution of the Works

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

7.2 Programme

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

7.3 Extension of Time

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

7.4 Late Completion

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

8. TAKING-OVER

8.1 Completion

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

8.2 **Taking-Over Notice**

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

9. REMEDYING DEFECTS

9.1 **Remedying Defects**

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

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

9.2 **Uncovering and Testing**

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

10. VARIATIONS AND CLAIMS

10.1 **Right to Vary**

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

10.2 **Valuation of Variations**

Variations shall be valued as follows:

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

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

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

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

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

10.3 **Changes in the Quantities.**

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

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

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

10.4 **Early Warning**

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

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

10.5 **Valuation of Claims**

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

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

10.6 **Variation and Claim Procedure**

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

11. CONTRACT PRICE AND PAYMENT

11.1 (a) **Terms of Payments**

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

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

(b) **Valuation of the Works**

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

11.2 **Monthly Statements**

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

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

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

11.3 **Interim Payments**

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

11.4 **Retention**

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

11.5 **Final Payment**

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

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

11.6 **Currency**

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

12. DEFAULT

12.1 **Defaults by Contractor**

If the Contractor abandons the Works, refuses or fails to comply with a valid instruction of the Engineer/Procuring Agency or fails to proceed expeditiously and without delay, or is, despite a written complaint, in breach of the Contract, the Procuring Agency may give notice referring to this Sub-Clause and stating the default.
If the Contractor has not taken all practicable steps to remedy the default within fourteen (14) days after receipt of the Procuring Agency's notice, the Procuring Agency may by a second notice given within a further twenty one (21) days, terminate the Contract. The Contractor shall then demobilize from the Site leaving behind any Contractor's Equipment which the Procuring Agency instructs, in the second notice, to be used for the completion of the Works at the risk and cost of the Contractor.

12.2 **Defaults by Procuring Agency**

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

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

12.3 **Insolvency**

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

12.4 **Payment upon Termination**

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

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

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

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

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

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

13. RISKS AND RESPONSIBILITIES

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

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

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

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

13.2 **Force Majeure**

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

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

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

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

b) the cost of his demobilization, and

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

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

14. INSURANCE

14.1 **Arrangements**

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

14.2 **Default**

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

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

15. RESOLUTION OF DISPUTES

15.1 Engineer's Decision

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

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

15.2 Notice of Dissatisfaction

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

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

15.3 Arbitration

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

16 INTEGRITY PACT

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

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

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

CONTRACT DATA

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

Sub-Clauses of
Conditions of Contract

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

1.1.4 **The Procuring Agency** means

_____
_____

1.1.5 **The Contractor** means

_____
_____

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

1.1.9 **Time for Completion** _____ days

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

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

_____
_____

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

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

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

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

3.1 **Authorized person:**_____

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

_____

4.4 **Performance Security:**

Amount_____

Validity_____

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

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

Specification Clause No's_____

7.2 **Programme:**

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

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

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

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

7.5 **Early Completion**

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

9.1 **Period for remedying defects**

_____

_____

10.2 (e) **Variation procedures:**

Day work rates_____

_____(details)

11.1 **Terms of Payments**

a) Mobilization Advance

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

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

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

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

OR

2) **Secured Advance on Materials**

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

(i) The materials are in accordance with the Specifications for the Permanent Works;

(ii) Such materials have been delivered to the Site and are properly stored and protected against loss or damage or deterioration to the satisfaction and verification of the Engineer but at the risk and cost of the Contractor;

(iii) The Contractor's records of the requirements, orders, receipts and use of materials are kept in a form approved by the Engineer, and such records shall be available for inspection by the Engineer;

(iv) The Contractor shall submit with his monthly statement the estimated value of the materials on Site together with such documents as may be required by the Engineer for the purpose of valuation of materials and providing evidence of ownership and payment therefore;

(v) Ownership of such materials shall be deemed to vest in the Procuring Agency and these materials shall not be removed from the Site or otherwise disposed of without written permission of the Procuring Agency;

(vi) The sum payable for such materials on Site shall not exceed 75 % of the (i) landed cost of imported materials, or (ii) ex-factory / ex-warehouse price of locally manufactured or produced materials, or (iii) market price of stands other materials;

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

(viii) Detailed account of advances must be kept in part II of running account bill; and

(ix) Secured Advance may be permitted only against materials/quantities anticipated to be consumed / utilized on the work within a period of 3 months from the date of issue of secured advance and definitely not for full quantities of materials for the entire work/contract

(b) Recovery of Secured Advance:

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

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

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

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

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

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

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

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

i) Lump sum price_____(details), or

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

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

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

v) Cost reimbursable_____(details)

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

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

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

Type of cover

The Works

Amount of cover

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

Type of cover

Contractor's Equipment:

Amount of cover

Full replacement cost

Type of cover

Third Party-injury to persons and damage to property

_____

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

Workers:

_____

_____

Other cover*:

_____

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

14.2 **Amount to be recovered**

Premium plus _____ percent (____%).

15.3 **Arbitration****

Place of Arbitration:_____

---

* *(Procuring Agency to specify as appropriate)*

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

STANDARD FORMS

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

FORM OF BID SECURITY
(Bank Guarantee)

Guarantee No._____
Executed on _____

(Letter by the Guarantor to the Procuring Agency)

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

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

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

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

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

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

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

(c) failure of the successful bidder to

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

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

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

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

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

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

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

_____
Guarantor (Bank)

Witness:

1. _____

_____
Corporate Secretary (Seal)

2. _____

_____
(Name, Title & Address)

1. Signature _____

2. Name _____

3. Title _____

Corporate Guarantor (Seal)

FORM OF PERFORMANCE SECURITY
(Bank Guarantee)

Guarantee No._____
Executed on _____
Expiry Date

(Letter by the Guarantor to the Procuring Agency)

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

Name of Principal (Contractor) with address:_____
_____

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

Letter of Acceptance No._____ Dated _____

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

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

_____ (Name of Project).

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

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

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

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

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

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

_____
Guarantor (Bank)

Witness:

1. _____

_____
Corporate Secretary (Seal)

2. _____

_____
(Name, Title & Address)

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

_____
Corporate Guarantor (Seal)

FORM OF CONTRACT AGREEMENT

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

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

NOW this Agreement witnesseth as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.

2. The following documents after incorporating addenda, if any except those parts relating to Instructions to Bidders, shall be deemed to form and be read and construed as part of this Agreement, viz:

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

3. In consideration of the payments to be made by the Procuring Agency to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Procuring Agency to execute and complete the Works and remedy defects therein in conformity and in all respects within the provisions of the Contract.

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

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

Signature of the Contactor

_____

(Seal)

Signature of the Procuring Agency

_____

(Seal)

Signed, Sealed and Delivered in the presence of:

Witness:

_____

(Name, Title and Address)

Witness:

_____

(Name, Title and Address)

MOBILIZATION ADVANCE GUARANTEE

Guarantee No._____

Executed on_____

(Letter by the Guarantor to the Procuring Agency)

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

_____

_____ (Particulars of Contract), with _____

_____ (hereinafter called the Contractor).

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

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

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

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

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

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

This Guarantee shall expire not later than _____

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

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

_____
Guarantor (Scheduled Bank)

Witness:

1. _____

_____
Corporate Secretary (Seal)

2. _____

_____
(Name, Title & Address)

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

_____
Corporate Guarantor (Seal)

INDENTURE FOR SECURED ADVANCES.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SYED KASHIF SHAH
EXECUTIVE ENGINEER
M&IC, KW&SC

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

SYED KASHIF SHAH
EXECUTIVE ENGINEER
M&IC, KW&SC

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.]

SYED KASHIF SHAH
EXECUTIVE ENGINEER
M&IC, KW&SC

Work No. 2

STANDARD BIDDING DOCUMENTS

TENDER THROUGH PRESS
AS WELL AS EPADS WEBSITE OF SPPRA

CONSTRUCTION OF BOUNDARY WALL AT ORANGI RESERVIOR BLOCK-S NORTH NAZIMABAD, KW&SC.

KARACHI WATER & SEWERAGE CORPORATION

BIDDING DATA

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

(a)	**Name of Procuring Agency:-**	**Karachi Water & Sewerage Corporation**
(b)	**Brief Description of Works:-**	**CONSTRUCTION OF BOUNDARY WALL AT ORANGI RESERVIOR BLOCK-S NORTH NAZIMABAD, KW&SC.**
(c)	**Procuring Agency's Address:-**	Executive Engineer (M&IC), KW&SC.
(d)	**Estimated Cost:-**	**Rs. 4,44,86,993/=**
(e)	**Amount of Bid Security:-**	**Rs. 9,00,000/=**
(f)	**Period of Bid Validity (days):-**	**90 Days** (Not more than ninety days).
(g)	**Security Deposit (including Bid Security) :-**	**10%** (**5%** in the Shape of Bank Guarantee / Pay Order as specified & remaining **5%** from Bill of Payment.
(h)	**Performance Security:-**	**5% in Shape of Bank Guarantee / Pay Order**
(i)	**Percentage, if any, to be deducted from bills:-**	**10%** Security Deposit, **8%** Income Tax, **1.5%** Water Charges, **5%** SST (as per policy).
(j)	**Deadline for Submission of Bids on "EPADS" portal along with time:-**	**27-11-2026 at 03:00 PM.** (Palace of submission at the below address).
(k)	**Venue, Time and Date of Bid Opening:-**	**Office of The Accounts Officer (Zone-II) / Secretary P.C (Repair & Maintenance Works), KW&SC, Room No. 12-A 1st Floor Block- "C" 9th Mile Karsaz Shahrah-e-Faisal Karachi,** in the presence of Tenderer or their authorized representative on the dated & time. **27-11-2026 at 03:30 PM.**
(l)	**Time of Completion from written order to commence:**	**Up to 30th June, 2027.**
(m)	**Liquidity Damage:**	**0.5%** (0.05% of Estimated cost or sanctioned cost per day of delay, but not exceeding **10%**).

Executive Engineer (M&IC)
K.W.&.S.C

KARACHI WATER AND SEWERAGE CORPORATION

OFFICE OF THE EXECUTIVE ENGINEER (M&IC)

Ground Floor, Block-D, 9th Mile Karsaz, Shahrah-e-Faisal, Karachi.

BILL OF QUANTITIES

NAME OF WORK: **CONSTRUCTION OF BOUNDARY WALL AT ORANGI RESERVIOR BLOCK-S NORTH NAZIMABAD, KW&SC.**

(A) Description and Rate of Items Based on Composite Schedule of **Rates-2024**

S#	Quantities	Description of Item	Rate in Figure	Rate in Words	Unit	Total Amount
01		Excavtion in foundation of Building Bridges and other structures including dag belling dressing, refilling around structrure with excavated earth Watering and ramming lead upto5 ft. , lead upto one chain (30 metre) and lift upto 5 ft. (1.5 metre).				
	16003.50 Cft	In ordinary soil.	**11.88**	Rupees Eleven and Paisa Eighty Eight Only	**/Cft**	**1,90,121.58**
02	**9252 Cft**	Stone Pitching including sub-base with hammer dressed stone on surface laid -in courses including Carriage of materials Chains.	**127.99**	Rupees One Hundred Twenty Seven and Paisa Ninety Nine Only	**/Cft**	**11,84,163.48**
03		Cement concrete plain including placing compacting, finishingandcuring, comlete (including screening and washing at stone aggregate without shuttering).				
	17059.68 Cft	Ratio. 1:3 :6	**388.67**	Rupees Three Hundred Eighty Eight and Paisa Sixty Seven Only	**/Cft**	**66,30,585.83**
04	**15876.24 Cft**	Reinforced cement concrete work including all labour and material except the cost of steel reinforcement and its labour for bending and binding which will be paid separately. This rate also includes all kinds of forms moulds, lifting, centering, shuttering and curing. (including screening and washing of shingle.) a) R.C.C work in roof slab, beams, column, rafts, lintels and other structural members laid in situ or precast laid in position complete in all respects. (i) Ratio1:2:4 90 Lbs of cement, 2 Cfts and and 4 Cft shingle 1/8" to 3/4" gauge.	**717.59**	Rupees Seven Hundred Seventeen and Paisa Fifty Nine Only	**/Cft**	**1,13,92,631.06**
05		Fabrication of deformed steel reinforcement for cement concrete including cutting, bending, laying in position, making joints and fastenings including cost of binding wire (also includes removal of rust from bars).				
	779.64 Cwt	i) Grade-60	**18,934.02**	Rupees Eighteen Thousand Nine Hundred Thirty Four and Paisa Two Only	**/Cwt**	**1,47,61,719.35**
06	**10580 Cft**	Providing and laying 1 : 3 : 6 cement concrete solid block masonary wall 6" and below in thickness set in 1: 6 cement mortar in ground floor Super Structure including raking out joints & currring etc, complete.	**514.82**	Rupees Five Hundred Fourteen and Paisa Eighty Two Only	**/Cft**	**54,46,795.60**
07		Cement plaster 1:4 upto 12' height.				
	67310 Sft	(b) 1/2" thick.	**39.83**	Rupees Thirty Nine and Paisa Eighty Three Only	**/Sft**	**26,80,957.30**
08	**224 Sft**	Making & fixing steel grated door with 1/16" thick sheeting including angle iron frame 2" x 2" 3/8"and 3/4" square bars 4" centre to centre with locking arrangemtnt.	**2,726.96**	Rupees Two Thousand Seven Hundred Twenty Six and Paisa Ninety Six Only	**/Sft**	**6,10,839.04**

S#	Quantities	Description of Item	Rate in Figure	Rate in Words	Unit	Total Amount
09	67310 Sft	Distempering. (a) One coat (1st coat over priming coat) (b) New Surface (ii) Two coats	23.44	Rupees Twenty Three and Paisa Forty Four Only	/Sft	15,77,746.40
10	448 Sft	Preparing surface and painting doors and windows any type.(including edges) (i) Priming coat (ii) Each Subsequent Coat. + One Coat	25.52	Rupees Twenty Five and Paisa Fifty Two Only	/Sft	11,432.96
					Total:	4,44,86,993/=

Executive Engineer (M&IC)
K.W.&.S.C

I, hereby Quoted _____% At Par / Above / Below on the Composite Schedule of Rates (CSR-2024) Rs. _____

Total After At Par / Above / Below Rs. _____

(Rupees in words_____Only).

Contractor Signature with Seal :- _____

Address:- _____

LETTER FOR INVITAION FOR BIDS

Date:-_____

Bid Reference No:-_____

1- The procuring Agency, Karachi Water & Sewerage Corporation, invites e-bids from interested firms or bidder and should have valid registration with Sindh Revenue Board (SRB), Federal Board of Revenue (FBR) on active Taxpayer List (TPL) as well as Pakistan Engineering Council (PEC) Registration Certificate along-with specification in relevant field, GST Registration Certificate (where applicable) in the appropriate specific work with the Procurement Agency for the work of,

CONSTRUCTION OF BOUNDARY WALL AT ORANGI RESERVIOR BLOCK-S NORTH NAZIMABAD, KW&SC.

2- (Enter the title, type, and financial volume of work), which be completed **Up to 30th June, 2027.** (entire appropriate time period).

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

4- All bids must be accompanied by a Bid Security in the required amount as per N.I.T in the form of (pay order / Demand Draft / Bank Guarantee) and must be submitted Physically in the office of the **Accounts Officer** (Zone-II) / Secretary P.C (Repair & Maintenance Works), KW&SC, Room No.12-A 1st floor Block "C" 9th Mile Karsaz Shahrah-e-Faisal Karachi (indicate the address if it differs).

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

Executive Engineer (M&IC)
K.W.&.S.C

EVALUATION CRITERIA

In terms of Rule-21 (1) (h) Rule-21 (A) of SPP Rules-2010 (Amended Up to Date)

1. The Bidder should have valid registration with Sindh Revenue Board (SRB), Federal Board of Revenue (FBR) on active Taxpayer List (TPL) as well as PEC Registration Certificate alongwith Specialization in relevant field, GST Registration Certificate (where applicable) and copy must be available with Tender.

2. Affidavit that the frim has never been black listed and copy of the same must be available with tender.

3. The Pay-order of required Bid Security / Earnest Money should be made from the A/c of the Company / Firm of the participant as mentioned in the "NIT" and must be available with the tender.

4. The bidder must possesss technical experience / past experience of carrying out five (05) similar nature of worksalong with their completion certificates during last three years (July-2023 to June-2026).

5. At least one similar nature of work having minimum cost 80% of the estimated cost of the work or at least two similar nature works each having minimum 50% of the estimated cost.

6. Income Tax Return of Last Three (03) Years.

7. Average Annual Financial Turn-over not less than equivalent cost of the estimate during last Five (5) years.

8. Provide details of required machineries specify its ownership or on rental arrangement. At least one registered as Engineer (P.E from PEC) having valid PEC registration / technical staff with firm.

9. All required information shall be uploaded with the tender document on the website (http://portalsindh.eprocure.gov.pk) of "**EPADS**" SPPRA Sindh along-with company profile with Bidding documents, to assess the eligibility of a contractor firm. If a firm fails to comply with any of the criteria above, shall be considered "**FAILED**" and eliminated from detail evaluation process.

10. The Technical Evaluation Criteria shall be followed as under:-

S#	Category	Weightage / Marks
A	Financial Soundness	30
B	General & Relevant Experience	30
C	Personnel / Machinery Capabilities	40
	TOTAL MARKS:	**100**

Applicant(s) must score total (**75**) marks and at least **50%** marks in each category, to qualify.

Executive Engineer (M&IC)
K.W.&.S.C

INSTRUCTION FOR PREPARING BIDS

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

1. The Participants must quote the rates both in words and figures.
2. Bid Security / Earnest Money should be made from the A/c. of the Company / Firm of the participant.
3. Integrity pact on the stamp paper wroth Rs. 100/= should be enclosed with the Tender / Bid.
4. Bid would not be conditional.
5. Bids should be accompanied by bid Security of Required Amount.
6. Bid uploaded / submitted on the specified date and time.
7. The firm will not be Blacklisted Firms.
8. Uploaded documents should not be found forge at any stage.
9. Pay-order of the Bid security should be summited Physically in the office of Accounts Officer (Zone-II) / Secretary P.C (Repair & Maintenance Works) KW&SC, Room No.12-A First Floor Block- "C" 9th Mile Karsaz Shahrah-e-Faisal Karachi before opening of the Bid.
10. Mandatory requirement of valid PEC Registration, FBR (Active Taxpayer List) and SRB (Sindh Revenue Board) in case of Supply Items GST Registration.
11. Experience in field should be supported with similar nature Work's Order & it's Completion Certificates as per "NIT"
12. Bid must be signed with stamp, address and contact number
13. All applicable taxes will be deducted from Gross Amount of bill.
14. The bill should be routed through engaged consultant.

Executive Engineer (M&IC)
K.W.&.S.C

MTA

Integrity Pact

DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC. PAYABLE BY THE SUPPLIERS/CONTRACTORS/CONSULTANTS.

Contract Number: _____ Dated: _____

Contract Value: _____

Contract Title: **CONSTRUCTION OF BOUNDARY WALL AT ORANGI RESERVIOR BLOCK-S NORTH NAZIMABAD, KW&SC.**

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

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

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

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

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

_____ [Procuring Agency]

_____ [Supplier /Contractor/Consultant]

SPRA

INSTRUCTIONS TO PROCURING AGENCIES

SYED KASHIF SHAH
EXECUTIVE ENGINEER
M&IC, KW&SC

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

A. Basis of Documents

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

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

B. Contents of Documents

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

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

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

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

(i) Invitation for Bids

SYED KASHIF SHAH
EXECUTIVE ENGINEER
M&IC, KW&SC

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

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

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

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

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

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

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

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

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

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

D. Instructions to Bidders

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

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

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

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M&IC, KW&SC

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

E. Bidding Data

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

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

F. Schedules to Bid

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

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

G. Conditions of Contract

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

H. Contract Data

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

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

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

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

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

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

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

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

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

I. Specifications

To be prepared and incorporated by the Engineer/Procuring Agency

J. Drawings

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

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INVITATION FOR BIDS

INVITATION FOR BIDS

Date: _____
Bid Reference No.: _____

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

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

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

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

INSTRUCTIONS TO BIDDERS & BIDDING DATA

Notes on the Instructions to Bidders

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

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

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INSTRUCTIONS TO BIDDERS

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

A. GENERAL

IB.1 Scope of Bid & Source of Funds

1.1 Scope of Bid

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

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

1.2 Source of Funds

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

IB.2 Eligible Bidders

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

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

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

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

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

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

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

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

IB.3 Cost of Bidding

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

B. BIDDING DOCUMENTS

IB.4 Contents of Bidding Documents

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

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

IB.5 Clarification of Bidding Documents

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

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

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

;

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

6.1 At any time prior to the deadline for submission of Bids, the Procuring Agency may, for any reason, whether at his own initiative or in response to a clarification requested by a interested bidder, modify the Bidding Documents by issuing addendum.

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

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

C. PREPARATION OF BIDS

IB.7 Language of Bid

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

IB.8 Documents Comprising the Bid

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

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

IB.9 Sufficiency of Bid

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

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

IB.10 Bid Prices, Currency of Bid and Payment

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

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

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

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

IB.11 Documents Establishing Bidder's Eligibility and Qualifications

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

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

IB.12 Documents Establishing Works' Conformity to Bidding Documents

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

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

IB.13 Bid Security

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

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

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

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

13.5 The Bid Security may be forfeited:

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

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

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

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

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

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

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

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

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

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

D. SUBMISSION OF BID

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

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

15.2 The inner and outer envelopes shall

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

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

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

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

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

E. BID OPENING AND EVALUATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(B) Minor Deviations

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

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

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

16.8 Evaluated Bid Price

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

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

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

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

IB.17 Process to be Confidential

17.1 Subject to IB.16.3 heretofore, no bidder shall contact Engineer/Procuring Agency on any matter relating to its Bid from the time of the Bid opening to the time the bid evaluation result is announced by the Procuring Agency. The evaluation result shall be announced at least seven (07) days prior to award of Contract (SPP Rule 45). The announcement to all bidders will include table(s) comprising read out prices, discounted prices, price adjustments made, final evaluated prices and recommendations against all the bids evaluated.

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

17.3 Bidders may be excluded if involved in **"Corrupt and Fraudulent Practices"** means either one or any combination of the practices given below SPP Rule2(q);

(i) "**Coercive Practice**" means any impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence the actions of a party to achieve a wrongful gain or to cause a wrongful loss to another party;

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

(iii) **"Corrupt Practice"** means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful gain;

(iv) "**Fraudulent Practice"** means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;

(v) **"Obstructive Practice"** means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract or deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements before investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or acts intended to materially impede the exercise of inspection and audit rights provided for under the Rules.

F. AWARD OF CONTRACT

IB.18. Post Qualification

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

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

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

IB.19 Award Criteria & Procuring Agency's Right

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

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

IB.20 Notification of Award & Signing of Contract Agreement

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

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

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

IB.21 Performance Security

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

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

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

(1) Evaluation Report;

(2) Form of Contract and letter of Award;

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

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

BIDDING DATA

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

Instructions to Bidders
Clause Reference

1.1 **Name of Procuring Agency**

_____

_____

(*Insert name of the Procuring Agency)*

Brief Description of Works

_____

_____

5.1 (a) Procuring Agency's address:

_____

_____

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

(b) Engineer's address:

_____

_____

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

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

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

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

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

13.1 **Amount of Bid Security**

_____

_____

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

14.1 **Period of Bid Validity**

_____

_____

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

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

One original plus _____ copies.

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

_____

_____

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

15.1 **Deadline for Submission of Bids**

Time: _____ AM/PM on _____.

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

Venue:_____

Time: _____Date: _____

16.4 **Responsiveness of Bids**

(i) Bid is valid till required period,

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

(iii) Completion period offered is within specified limits,

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

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

(vi) Bids are generally in order, etc.

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

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

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

FORM OF BID AND SCHEDULES TO BID

FORM OF BID
(LETTER OF OFFER)

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

To:

_____
_____
_____

Gentlemen,

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

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

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

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

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

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

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

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

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

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

Dated this _____day of _____, 20

Signature _____

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

(Name of Bidder in Block Capitals)

(Seal)

Address

_____

_____

_____

Witness:

(Signature)_____

Name:_____

Address: _____

_____

[SCHEDULES TO BID INCLUDE THE FOLLOWING:

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

SCHEDULE – A TO BID

SCHEDULE OF PRICES

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

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

PREAMBLE TO SCHEDULE OF PRICES

1. General

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

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

2. Description

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

3. Units & Abbreviations

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

_____

_____

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

4. Rates and Prices

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

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

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

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

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

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

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

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

**(Procuring Agency may modify as appropriate)*

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

5. Bid Prices

5.1 Break-up of Bid Prices

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

5.2 Total Bid Price

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

6. Provisional Sums and Day work

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

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

SCHEDULE OF PRICES – SUMMARY OF BID PRICES (Sample)

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

SCHEDULE OF PRICES

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

SCHEDULE - B TO BID

*SPECIFIC WORKS DATA

(To be prepared and incorporated by the Procuring Agency)

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

SCHEDULE – C TO BID

WORKS TO BE PERFORMED BY SUBCONTRACTORS*

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

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

Note:

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

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

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

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

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

SCHEDULE – D TO BID

PROPOSED PROGRAMME OF WORKS

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

SCHEDULE – E TO BID

METHOD OF PERFORMING WORKS

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

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

SCHEDULE – F TO BID

(INTEGRITY PACT)

DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC PAYABLE BY CONTRACTORS

(FOR CONTRACTS WORTH RS. 10.00 MILLION OR MORE)

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

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

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

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

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

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

.....
[Procuring Agency]

[Contractor]

CONDITIONS OF CONTRACT

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CONDITIONS OF CONTRACT

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CONDITIONS OF CONTRACT

1. GENERAL PROVISIONS

1.1 Definitions

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

The Contract

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

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

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

Persons

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

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

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

Dates, Times and Periods

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

1.1.8 "Day" means a calendar day

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

Money and Payments

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

does not include any allowance for profit.

Other Definitions

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

1.1.12 "Country" means the Islamic Republic of Pakistan.

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

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

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

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

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

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

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

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

1.2 **Interpretation**

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

1.3 **Priority of Documents**

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

1.4 **Law**

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

1.5 **Communications**

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

1.6 **Statutory Obligations**

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

2. THE PROCURING AGENCY

2.1 **Provision of Site**

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

2.2 **Permits etc.**

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

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

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

2.4 **Approvals**

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

3. ENGINEER'S/PROCURING AGENCY'S REPRESENTATIVES

3.1 **Authorised Person**

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

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

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

4. THE CONTRACTOR

4.1 **General Obligations**

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

4.2 **Contractor's Representative**

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

4.3 **Subcontracting**

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

4.4 **Performance Security**

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

5. DESIGN BY CONTRACTOR

5.1 **Contractor's Design**

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

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

5.2 **Responsibility for Design**

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

6. PROCURING AGENCY'S RISKS

6.1 **The Procuring Agency's Risks**

The Procuring Agency's Risks are:-

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

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

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

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

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

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

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

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

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

7. TIME FOR COMPLETION

7.1 Execution of the Works

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

7.2 Programme

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

7.3 Extension of Time

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

7.4 Late Completion

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

8. TAKING-OVER

8.1 Completion

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

8.2 **Taking-Over Notice**

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

9. REMEDYING DEFECTS

9.1 **Remedying Defects**

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

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

9.2 **Uncovering and Testing**

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

10. VARIATIONS AND CLAIMS

10.1 **Right to Vary**

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

10.2 **Valuation of Variations**

Variations shall be valued as follows:

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

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

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

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

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

10.3 **Changes in the Quantities.**

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

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

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

10.4 **Early Warning**

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

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

10.5 **Valuation of Claims**

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

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

10.6 **Variation and Claim Procedure**

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

11. CONTRACT PRICE AND PAYMENT

11.1 (a) **Terms of Payments**

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

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

(b) **Valuation of the Works**

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

11.2 **Monthly Statements**

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

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

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

11.3 **Interim Payments**

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

11.4 **Retention**

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

11.5 **Final Payment**

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

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

11.6 **Currency**

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

12. DEFAULT

12.1 **Defaults by Contractor**

If the Contractor abandons the Works, refuses or fails to comply with a valid instruction of the Engineer/Procuring Agency or fails to proceed expeditiously and without delay, or is, despite a written complaint, in breach of the Contract, the Procuring Agency may give notice referring to this Sub-Clause and stating the default.
If the Contractor has not taken all practicable steps to remedy the default within fourteen (14) days after receipt of the Procuring Agency's notice, the Procuring Agency may by a second notice given within a further twenty one (21) days, terminate the Contract. The Contractor shall then demobilize from the Site leaving behind any Contractor's Equipment which the Procuring Agency instructs, in the second notice, to be used for the completion of the Works at the risk and cost of the Contractor.

12.2 **Defaults by Procuring Agency**

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

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

12.3 **Insolvency**

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

12.4 **Payment upon Termination**

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

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

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

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

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

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

13. RISKS AND RESPONSIBILITIES

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

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

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

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

13.2 **Force Majeure**

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

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

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

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

b) the cost of his demobilization, and

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

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

14. INSURANCE

14.1 **Arrangements**

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

14.2 **Default**

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

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

15. RESOLUTION OF DISPUTES

15.1 Engineer's Decision

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

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

15.2 Notice of Dissatisfaction

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

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

15.3 Arbitration

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

16 INTEGRITY PACT

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

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

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

CONTRACT DATA

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

Sub-Clauses of
Conditions of Contract

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

1.1.4 **The Procuring Agency** means

_____
_____

1.1.5 **The Contractor** means

_____
_____

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

1.1.9 **Time for Completion** _____ days

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

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

_____
_____

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

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

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

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

3.1 **Authorized person:**_____

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

_____

4.4 **Performance Security:**

Amount_____

Validity_____

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

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

Specification Clause No's_____

7.2 **Programme:**

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

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

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

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

7.5 **Early Completion**

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

9.1 **Period for remedying defects**

_____

_____

10.2 (e) **Variation procedures:**

Day work rates_____

_____(details)

11.1 **Terms of Payments**

a) Mobilization Advance

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

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

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

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

OR

2) **Secured Advance on Materials**

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

(i) The materials are in accordance with the Specifications for the Permanent Works;

(ii) Such materials have been delivered to the Site and are properly stored and protected against loss or damage or deterioration to the satisfaction and verification of the Engineer but at the risk and cost of the Contractor;

(iii) The Contractor's records of the requirements, orders, receipts and use of materials are kept in a form approved by the Engineer, and such records shall be available for inspection by the Engineer;

(iv) The Contractor shall submit with his monthly statement the estimated value of the materials on Site together with such documents as may be required by the Engineer for the purpose of valuation of materials and providing evidence of ownership and payment therefore;

(v) Ownership of such materials shall be deemed to vest in the Procuring Agency and these materials shall not be removed from the Site or otherwise disposed of without written permission of the Procuring Agency;

(vi) The sum payable for such materials on Site shall not exceed 75 % of the (i) landed cost of imported materials, or (ii) ex-factory / ex-warehouse price of locally manufactured or produced materials, or (iii) market price of stands other materials;

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

(viii) Detailed account of advances must be kept in part II of running account bill; and

(ix) Secured Advance may be permitted only against materials/quantities anticipated to be consumed / utilized on the work within a period of 3 months from the date of issue of secured advance and definitely not for full quantities of materials for the entire work/contract

(b) Recovery of Secured Advance:

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

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

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

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

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

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

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

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

i) Lump sum price_____(details), or

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

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

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

v) Cost reimbursable_____(details)

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

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

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

Type of cover

The Works

Amount of cover

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

Type of cover

Contractor's Equipment:

Amount of cover

Full replacement cost

Type of cover

Third Party-injury to persons and damage to property

_____

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

Workers:

_____

_____

Other cover*:

_____

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

14.2 **Amount to be recovered**

Premium plus _____ percent (____%).

15.3 **Arbitration****

Place of Arbitration:_____

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* *(Procuring Agency to specify as appropriate)*

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

STANDARD FORMS

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

FORM OF BID SECURITY
(Bank Guarantee)

Guarantee No._____
Executed on _____

(Letter by the Guarantor to the Procuring Agency)

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

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

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

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

(1) that the Bid Security shall remain valid for a period of twenty eight (28) days beyond the period of validity of the bid;
(2) that in the event of;

(a) the Principal withdraws his Bid during the period of validity of Bid, or

(b) the Principal does not accept the correction of his Bid Price, pursuant to Sub-Clause 16.4 (b) of Instructions to Bidders, or

(c) failure of the successful bidder to

(i) furnish the required Performance Security, in accordance with Sub-Clause IB-21.1 of Instructions to Bidders, or

(ii) sign the proposed Contract Agreement, in accordance with Sub-Clauses IB-20.2 & 20.3 of Instructions to Bidders,

the entire sum be paid immediately to the said Procuring Agency for delayed completion and not as penalty for the successful bidder's failure to perform.

NOW THEREFORE, if the successful bidder shall, within the period specified therefore, on the prescribed form presented to him for signature enter into a formal Contract Agreement with the said Procuring Agency in accordance with his Bid as accepted and furnish within fourteen (14) days of receipt of Letter of Acceptance, a Performance Security with good and sufficient surety , as may be required, upon the form prescribed by the said Procuring Agency for the faithful performance and proper fulfilment of the said Contract or in the event of non-withdrawal of the said Bid within the time specified then this obligation shall be void and of no effect, but otherwise to remain in full force and effect.

PROVIDED THAT the Guarantor shall forthwith pay to the Procuring Agency the said sum stated above upon first written demand of the Procuring Agency without cavil or argument and without requiring the Procuring Agency to prove or to show grounds or reasons for such demand, notice of which shall be sent by the Procuring Agency by registered post duly addressed to the Guarantor at its address given above.

PROVIDED ALSO THAT the Procuring Agency shall be the sole and final judge for deciding whether the Principal has duly performed his obligations to sign the Contract Agreement and to furnish the requisite Performance Security within the time stated above, or has defaulted in fulfilling said requirements and the Guarantor shall pay without objection the sum stated above upon first written demand from the Procuring Agency forthwith and without any reference to the Principal or any other person.

IN WITNESS WHEREOF, the above bounded Guarantor has executed the instrument under its seal on the date indicated above, the name and seal of the Guarantor being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

_____
Guarantor (Bank)

Witness:

1. _____

_____
Corporate Secretary (Seal)

2. _____

_____
(Name, Title & Address)

1. Signature _____

2. Name _____

3. Title _____

Corporate Guarantor (Seal)

FORM OF PERFORMANCE SECURITY
(Bank Guarantee)

Guarantee No._____
Executed on _____
Expiry Date

(Letter by the Guarantor to the Procuring Agency)

Name of Guarantor (Scheduled Bank in Pakistan) with address:_____

Name of Principal (Contractor) with address:_____
_____

Penal Sum of Security (express in words and figures)_____
_____

Letter of Acceptance No._____ Dated _____

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Bidding Documents and above said Letter of Acceptance (hereinafter called the Documents) and at the request of the said Principal we, the Guarantor above named, are held and firmly bound unto the _____ (hereinafter called the Procuring Agency) in the penal sum of the amount stated above, for the payment of which sum well and truly to be made to the said Procuring Agency, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has accepted the Procuring Agency's above said Letter of Acceptance for _____ _____ (Name of Contract) for the _____

_____ (Name of Project).

NOW THEREFORE, if the Principal (Contractor) shall well and truly perform and fulfill all the undertakings, covenants, terms and conditions of the said Documents during the original terms of the said Documents and any extensions thereof that may be granted by the Procuring Agency, with or without notice to the Guarantor, which notice is, hereby, waived and shall also well and truly perform and fulfill all the undertakings, covenants terms and conditions of the Contract and of any and all modifications of the said Documents that may hereafter be made, notice of which modifications to the Guarantor being hereby waived, then, this obligation to be void; otherwise to remain in full force and virtue till all requirements of Clause 9, Remedying Defects, of Conditions of Contract are fulfilled.

Our total liability under this Guarantee is limited to the sum stated above and it is a condition of any liability attaching to us under this Guarantee that the claim for payment in writing shall

be received by us within the validity period of this Guarantee, failing which we shall be discharged of our liability, if any, under this Guarantee.

We, _____ (the Guarantor), waiving all objections and defenses under the Contract, do hereby irrevocably and independently guarantee to pay to the Procuring Agency without delay upon the Procuring Agency's first written demand without cavil or arguments and without requiring the Procuring Agency to prove or to show grounds or reasons for such demand any sum or sums up to the amount stated above, against the Procuring Agency's written declaration that the Principal has refused or failed to perform the obligations under the Contract, for which payment will be effected by the Guarantor to Procuring Agency's designated Bank & Account Number.

PROVIDED ALSO THAT the Procuring Agency shall be the sole and final judge for deciding whether the Principal (Contractor) has duly performed his obligations under the Contract or has defaulted in fulfilling said obligations and the Guarantor shall pay without objection any sum or sums up to the amount stated above upon first written demand from the Procuring Agency forthwith and without any reference to the Principal or any other person.

IN WITNESS WHEREOF, the above bounded Guarantor has executed this Instrument under its seal on the date indicated above, the name and corporate seal of the Guarantor being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

_____
Guarantor (Bank)

Witness:

1. _____

_____
Corporate Secretary (Seal)

2. _____

_____
(Name, Title & Address)

1. Signature _____
2. Name _____
3. Title _____

_____
Corporate Guarantor (Seal)

FORM OF CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT (hereinafter called the "Agreement") made on the _____ day of _____ 200 _____ between _____(hereinafter called the "Procuring Agency") of the one part and _____ (hereinafter called the "Contractor") of the other part.

WHEREAS the Procuring Agency is desirous that certain Works, viz _____ should be executed by the Contractor and has accepted a Bid by the Contractor for the execution and completion of such Works and the remedying of any defects therein.

NOW this Agreement witnesseth as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.

2. The following documents after incorporating addenda, if any except those parts relating to Instructions to Bidders, shall be deemed to form and be read and construed as part of this Agreement, viz:

   (a) The Letter of Acceptance;
   (b) The completed Form of Bid along with Schedules to Bid;
   (c) Conditions of Contract & Contract Data;
   (d) The priced Schedule of Prices/Bill of quantities (BoQ);
   (e) The Specifications; and
   (f) The Drawings

3. In consideration of the payments to be made by the Procuring Agency to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Procuring Agency to execute and complete the Works and remedy defects therein in conformity and in all respects within the provisions of the Contract.

4. The Procuring Agency hereby covenants to pay the Contractor, in consideration of the execution and completion of the Works as per provisions of the Contract, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS WHEREOF the parties hereto have caused this Contract Agreement to be executed on the day, month and year first before written in accordance with their respective laws.

Signature of the Contactor

_____

(Seal)

Signature of the Procuring Agency

_____

(Seal)

Signed, Sealed and Delivered in the presence of:

Witness:

_____

(Name, Title and Address)

Witness:

_____

(Name, Title and Address)

MOBILIZATION ADVANCE GUARANTEE

Guarantee No._____

Executed on_____

(Letter by the Guarantor to the Procuring Agency)

WHEREAS the _____ (hereinafter called the Procuring Agency) has entered into a Contract for _____

_____

_____ (Particulars of Contract), with _____

_____ (hereinafter called the Contractor).

AND WHEREAS the Procuring Agency has agreed to advance to the Contractor, at the Contractor's request, an amount of Rs._____ Rupees _____) which amount shall be advanced to the Contractor as per provisions of the Contract.

AND WHEREAS the Procuring Agency has asked the Contractor to furnish Guarantee to secure the advance payment for the performance of his obligations under the said Contract.

AND WHEREAS _____ (Scheduled Bank) (hereinafter called the Guarantor) at the request of the Contractor and in consideration of the Procuring Agency agreeing to make the above advance to the Contractor, has agreed to furnish the said Guarantee.

NOW THEREFORE the Guarantor hereby guarantees that the Contractor shall use the advance for the purpose of above mentioned Contract and if he fails, and commits default in fulfillment of any of his obligations for which the advance payment is made, the Guarantor shall be liable to the Procuring Agency for payment not exceeding the aforementioned amount.

Notice in writing of any default, of which the Procuring Agency shall be the sole and final judge, as aforesaid, on the part of the Contractor, shall be given by the Procuring Agency to the Guarantor, and on such first written demand payment shall be made by the Guarantor of all sums then due under this Guarantee without any reference to the Contractor and without any objection.

This Guarantee shall come into force as soon as the advance payment has been credited to the account of the Contractor.

This Guarantee shall expire not later than _____

by which date we must have received any claims by registered letter, telegram, telex or telefax.

It is understood that you will return this Guarantee to us on expiry or after settlement of the total amount to be claimed hereunder.

_____
Guarantor (Scheduled Bank)

Witness:

1. _____

_____
Corporate Secretary (Seal)

2. _____

_____
(Name, Title & Address)

1. Signature _____
2. Name _____
3. Title _____

_____
Corporate Guarantor (Seal)

INDENTURE FOR SECURED ADVANCES.

(For use in cases in which is contract is for finished work and the contractor has entered into an agreement for the execution of a certain specified quantity of work in a given time).

This INDENTURE made the .... day of ..... ----- ..... ----------.....-197--"- BETWEEN (hereinafter called "the Contractor" which expression shall where the context so admits or implied be deemed to include his heirs, executors, administrators and assigns) of the one part and THE GOVERNOR OF SINDH (hereinafter called "the Government" of the other part).

WHEREAS by an agreement, dated (hereinafter called the said agreement, the contractor has agreed to perform the under-mentioned works (hereinafter referred to as the said work):-

(Here enter (the description of the works).[1]

AND WHEREAS the contractor has applied to the .... —..... ----- for an advance to him of Rupees ----------. (Rs. .....) on the security of materials absolutely belonging to him and brought by him to the site of the said works the subject of the said agreement for use in the construction of such of the said works as he has undertaken to execute at rates fixed for the finished work (inclusive of the cost of materials and labour and other charge) AND WHEREAS the Government has agreed to advance to the Contractor the sum of Rupees, (Rs. .....) on the security of materials the quantities and other particulars of which are detailed in Part II of Running Account Bill (E). the said works signed by the contractor

Fin R.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 Fin. R. Form No. 17-A Materials on the security of which any further advance or advances may hereafter be made as aforesaid (hereinafter called the said materials) shall be used by the Contractor solely in *the* execution of the said works in accordance with the directions of the Divisional Officer----------(hereinafter called the Divisional Officer) and in the terms of the said agreement.

(4) That the Contractor shall make at his own cost all necessary and adequate arrangement for the proper watch, safe custody and protection against all risks of the said material and that until used in construction as aforesaid the said materials shall remain at the site of the said works in the Contractor's custody and at his own risk and on his own responsibility and shall at all times be open to inspection by (he Divisional Officer or any officer authorized by him. In the event of the said materials of any part (hereof being stolen, destroyed or damaged or becoming deteriorated in a grater degree than is due to reasonable use and wear thereof Contractor will forthwith replace the same with other materials of like qualify or repair and make good the same as required by the Divisional Officer and the materials so brought to replace the said materials so repaired and made good shall also be considered as security for the said amount.

(5) 'Hurt the said materials shall not on any account be removed from the site of the said works except with the written permission of the Divisional Officer or an officer authorized by him in that behalf

(6) That the said amount shall be payable in full when or before the Contractor receives payment, from the Government of the price payable to him for the said works under the terms and provisions of the said agreement PROVIDED THAT if any intermediate payments are made to the contractor on account of work done then on the occasion of each such payment the Government will be at liberty to make a recovery from the Contractors Bill for such payment by deducting there from in the value of the said materials (hen actually used in the construction and in respect of which recovery has not been made previously the value for this purpose being determined in respect of each description of material at (he rates at which the amount of the advances made under these presents were calculated.

(7) That if the Contractor shall at any time make any default in the performance or observation in any respect of any of the terms and provisions of the said agreement or of these presents the total amount of the advance or advances that may still be owing to the Government shall immediately on the happening of such default be repayable by the Contractor to the Government together with interest thereon at twelve

percent per annum from the date or respective dates of such advance or advances to the date or repayment and with all costs, charges, damages and expenses incurred by the Government in or for the recovery thereof or the enforcement of this security or otherwise by reason of (he default of the Contractor and any moneys so becoming due and payable shall constitute a debt due from the Contractor to the Government and the Contractor hereby covenants and agrees with the Government to repay and the same respectively to it accordingly.

(8) That the Contractor hereby charges all the said materials with the repayment to the Government of the said sum of Rupees ..... - ..... (Rs.....) and any further sum or sums which may be advanced as aforesaid and all costs charges damages and expenses payable under these present PROVIDED ALWAYS and it is hereby agreed and declared that not withstanding anything in the said agreement and without prejudice to the powers contained therein if and whether the covenant for payment and repayment hereinbefore contained shall become enforceable and the money owing shall not be paid to accordingly.

Once therewith the Government may at any time thereafter adopt all or any of following courses as it may deem best ;-

(a) Seize and utilize the said materials or any part thereof in the completion of the said works on behalf of the Contractor in accordance with the provisions in that behalf contained in the said agreement debiting the Contractor with the actual cost of effecting such completion the amount due in respect of advances under these presents and crediting the Contractor with the value of work done as he had carried it out in accordance with the said agreement and at the rates thereby provided. If the balance is against the Contractor he is to pay the same to the Government on demand.

(b) Remove and sell by public auction the seized materials or any part thereof and out of the moneys arising from the sale retain all the sums aforesaid repayable to the Government under these presents and pay over the surplus (if any) to the Contractor.

(c) Deduct all or any part of the moneys owing out of the security deposit or any sum due to the Contractor under the said agreement.

(9) That except as is expressly provided by the presents interest on the aid advance shall not be payable.

(10) That in the event of any conflict between the provisions of these presents and the said agreement the provisions of these presents shall prevail and in the event of any dispute or difference arising over the construction or effect of these presents the settlement of which has not been hereinbefore expressly provided for the same shall be referred to the Superintending Engineer..... Circle whose..... decision shall be final and the provisions of the Indian Arbitration Act for the time being in force so far as they are applicable shall apply to any such reference.

SYED KASHIF SHAH
EXECUTIVE ENGINEER
M&IC, KW&SC

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

SYED KASHIF SHAH
EXECUTIVE ENGINEER
M&IC, KW&SC

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.]

SYED KASHIF SHAH
EXECUTIVE ENGINEER
M&IC, KW&SC