



**Sindh Madressatul Islam
University**

**Development of SMIU Model School & University Academic Block
at SMIU City Campus Karachi (Phase-I)**



Model School

**Tender Document
Volume-I
Conditions of Contract**



EA Consulting Pvt Ltd

**ARCHITECTURE | ENGINEERING | PROJECT MANAGEMENT
PAKISTAN | UAE | CANADA**

Head Office AL-9, 15th Lane, Khayban-e-Hilal, Phase-VII, DHA, Karachi-75500, Pakistan
UAN +92 21 111 111 584 | Fax: +92 21 3584 1825 | info@eaworld.com | www.eaworld.com

July, 2018

TABLE OF CONTENTS

Description

INVITATION FOR BIDS

Form

INSTRUCTIONS TO BIDDERS

A. General

- IB.1 Scope of Bid
- IB.2 Source of Funds
- IB.3 Eligible Bidders
- IB.4 One Bid Per Bidder
- IB.5 Cost of Bidding
- IB.6 Site Visit

B. Bidding Documents

- IB.7 Contents of Bidding Documents
- IB.8 Clarification of Bidding Documents
- IB.9 Amendment of Bidding Documents

C. Preparation of Bids

- IB.10. Language of Bid
- IB.11 Documents Accompanying the Bid
- IB.12 Bid Prices
- IB.13 Currencies of Bid and Payment
- IB.14 Bid Validity
- IB.15 Bid Security
- IB.16 Alternate Proposals by Bidder
- IB.17 Pre-Bid Meeting
- IB.18 Format and Signing of Bid

D. Submission of Bids

- IB.19 Sealing and Marking of Bids
- IB.20 Deadline for Submission of Bids
- IB.21 Late Bids
- IB.22 Modification, Substitution and Withdrawal of Bids

E. Bid Opening and Evaluation

- IB.23 Bid Opening
- IB.24 Process to be Confidential

- IB.25 Clarification of Bids
- IB.26 Examination of Bids and Determination of Responsiveness
- IB.27 Correction of Errors
- IB.28 Evaluation and Comparison of Bids

F. Award of Contract

- IB.29 Award
- IB.30 Procuring Agency's Right to Accept any Bid and to Reject any or all Bids
- IB.31 Notification of Award
- IB.32 Performance Security
- IB.33 Signing of Contract Agreement
- IB.34 General Performance of the Bidders
- IB.35 Integrity Pact
- IB.36 Instructions Not Part of Contract

BIDDING DATA

FORM OF BID AND APPENDICES TO BID

FORM OF BID

- Appendix-A to Bid : Special Stipulations
- Appendix-B to Bid : Foreign Currency Requirements
- Appendix-C to Bid : Price Adjustment (Under Clause 70)
- Appendix-D to Bid : Bill of Quantities
- Appendix-E to Bid : Proposed Construction Schedule
- Appendix-F to Bid : Method of Performing the Work
- Appendix-G to Bid : List of Major Equipment – Related Items
- Appendix-H to Bid : Construction Camp and Housing Facilities
- Appendix-I to Bid : List of Subcontractors
- Appendix-J to Bid : Estimated Progress Payments
- Appendix-K to Bid : Organization Chart of the Supervisory Staff and Labour
- Appendix-L to Bid : Integrity Pact

FORMS

- BID SECURITY
- PERFORMANCE SECURITY
- CONTRACT AGREEMENT
- MOBILIZATION ADVANCE GUARANTEE/BOND

PART-I: GENERAL CONDITIONS OF CONTRACT

PART-II: PARTICULAR CONDITIONS OF CONTRACT

INVITATION FOR BIDS



SINDH MADRESSATUL ISLAM UNIVERSITY

Aiwan-e-Tijarat Road, Karachi-74000.

Phones: +92-21-99217501-02-03 Ext: 324 Fax:+92-21-99217504

Email: info@smiu.edu.pk , URL <http://www.smiu.edu.pk/>

TENDER NO. SMIU/P&D/-TEND /2018/22

Date: 16th July 2018

RE-INVITING TENDER NOTICE

Sealed bids on composite schedule of rates 2012 (Government of Sindh) and item rate basis are invited on prescribed bidding documents from interested contractors/firms for the following work, The tender shall be based on the single stage – one envelope procedure under Rules No 46 (1) of SPPRA-Rules 2010 (Amended-2017).

| S.No | Name of Work | Bid Security | Tender Fee | Time for Completion |
|------|---|-----------------|-------------|---------------------|
| 1. | Development of SMIU Model School & University Academic Block at SMIU City Campus, Karachi. (Phase 1, Model School) | 2% of Bid Price | Rs. 5,000/- | 12 Months |

Terms & Conditions:

- 1- Tender documents can be obtained against the written request from the office of Directorate of Planning & Development of the Sindh Madressatul Islam University, Karachi with a Pay Order / Demand Draft as Tender Fee mentioned above (non refundable) in favor of Sindh Madressatul Islam University on any working day during office hours from **Wednesday 18th July 2018 to Wednesday 1st August 2018** and can be download from SPPRA website: www.pprasindh.gov.pk and SMI- University website: www.smiu.edu.pk
- 2- The filled Sealed Tenders will be received back **on Thursday 2nd August 2018 by 14:00 hours** and will be opened on same day at **15:00 hours** in the **Conference room No.02, first floor Main building at Sindh Madressatul Islam University, Aiwan-e- Tijarat Road Behind Habib Bank Plaza, Karachi** before the procurement committee and the bidders or their authorized representatives who wish to be present.
- 3- **Eligibility Criteria:**
 - a. Valid registration with Pakistan Engineering Council (PEC) category C-4 or above in the relevant field of specialization of work in CE09, CE10, EE04.
 - b. Similar nature work orders and completion certificate by client of greater than 100 million.
 - c. Registration with income tax department (NTN certificates) with activated status in Federal Board of Revenue along with three months return.
 - d. Registration certificate of Sindh Revenue Board Government of Sindh STN Certificate.
 - e. Bio Data of Engineering and Technical Staff working with the firm along with attested CVs and their Income Tax deduction showing employment with the firm (mandatory) for at least last three (03) months.
 - f. Documentary evidence of work executed / works in progress and certificate of satisfactory completion of works by the employers during atleast last three years. List of works should indicate cost of each work and copy of letter of award of work.
 - g. List of machinery and equipment available.
 - h. Certificate of bank showing credit worthiness along with bank statement.
 - i. Must have at least Rs. 15 million balance amount shown in bank statement.
 - j. An affidavit certificate that the firm has never been black listed by Government/ Semi Government / Autonomous / Private bodies and that the firm has not been involved in any litigation and arbitration with Government/ Semi Government / Autonomous / Private bodies
 - k. In case of partners / partnership deed, giving full particulars, Directors/Proprietors or other connected along with the Power of Attorney. In case of being sole proprietors such undertaking on affidavit be furnished.

- l. Audited financial statements for last three (3) years.
 - m. In case of joint ventures, same conditions to be fulfilled by both the firms.
 - n. Affidavit with effect that all the documents/ particulars information furnished are true correct.
 - o. All documents from S No. "a" to "n" mentioned in the eligibility Criteria of this NIT must be attached with the application of issuance of tenders, in case of shortage of any document the application will not be entertained.
- 4-** Bid Validity Period 90 days
 - 5-** The earnest money at the rate of 2% of bid price should be submitted along with Bid in shape of Call Deposit/Pay order/Demand Draft issued by any scheduled bank of Pakistan in favor of Sindh Madressatul Islam University Karachi.
 - 6-** Conditional bid and bid **without earnest money** shall not be considered.
 - 7-** Bids must be offered on the prescribed bidding documents issued by Sindh Madressatul Islam University or downloaded from from SPPRA/SMIU website.
 - 8-** In case of downloading the tender documents from SPPRA or SMIU website, the tender fee is required to be submitted along with the bid.
 - 9-** Procuring Agency reserves the right to reject all or any bids subject to the relevant provisions of SPPRA Rules-2010 amended (2017).
 - 10-** In case any unforeseen situation resulting in closure of office on the date of opening or if Government declares Holiday, the tender shall be submitted/opened on the next working day at the same time and venue.

Executive Engineer (Civil)

INSTRUCTIONS TO BIDDERS

INSTRUCTIONS TO BIDDERS

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

A. GENERAL

IB.1 Scope of Bid

- 1.1 The Procuring Agency as defined in the Bidding Data hereinafter called "the Procuring Agency" wishes to receive bids for the construction and completion of works as described in these Bidding Documents, and summarised in the Bidding Data hereinafter referred to as the "Works".
- 1.2 The successful bidder will be expected to complete the Works within the time specified in para-6 of Appendix-A to Bid.

IB.2 Source of Funds

- 2.1 The Procuring Agency has applied for/received credit from the source (s) indicated in the Bidding Data in various instalments towards the cost of the project specified in the Bidding Data and intended that part of the proceeds of this loan/credit will be applied towards payments under the Contract for which these Bidding Documents are issued.

IB.3 Eligible Bidders

- 3.1 This Invitation for Bids is open for all interested Contractors fulfilling following eligibility criteria mentioned in NIT as follows:-
 - a. Valid registration with Pakistan Engineering Council (PEC) category C-4 or above in the relevant field of specialization of work in CE09, CE10, EE04.
 - b. Similar nature work orders and completion certificate by client of greater than 100 million.
 - c. Registration with income tax department (NTN certificates) with activated status in Federal Board of Revenue along with three months return.
 - d. Registration certificate of Sindh Revenue Board Government of Sindh STN Certificate.
 - e. Bio Data of Engineering and Technical Staff working with the firm along with attested CVs and their Income Tax deduction showing employment with the firm (mandatory) for at least last three (03) months.
 - f. Documentary evidence of work executed / works in progress and certificate of satisfactory completion of works by the employers during atleast last three years. List of works should indicate cost of each work and copy of letter of award of work.
 - g. List of machinery and equipment available.
 - h. Certificate of bank showing credit worthiness along with bank statement.
 - i. Must have at least Rs. 15 million balance amount shown in bank statement.
 - j. An affidavit certificate that the firm has never been black listed by Government/ Semi Government / Autonomous / Private bodies and that the firm has not been involved in any litigation and arbitration with Government/ Semi Government / Autonomous / Private bodies

- k. In case of partners / partnership deed, giving full particulars, Directors/Proprietors or other connected along with the Power of Attorney. In case of being sole proprietors such undertaking on affidavit be furnished.
- l. Audited financial statements for last three (3) years.
- m. In case of joint ventures, same conditions to be fulfilled by both the firms.
- n. Affidavit with effect that all the documents/ particulars information furnished are true correct.

IB.4 One Bid per Bidder

- 4.1 Each bidder shall submit only one bid either by himself, or as a partner in a joint venture. A bidder who submits or participates in more than one bid (other than alternatives pursuant to Clause IB.16) will be disqualified.

IB.5 Cost of Bidding

- 5.1 The bidders shall bear all costs associated with the preparation and submission of their respective bids 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.

IB.6 Site Visit

- 6.1 The bidders are advised to visit and examine the Site of Works and its surroundings and obtain for themselves on their own responsibility all information that may be necessary for preparing the bid and entering into a contract for construction of the Works. All cost in this respect shall be at the bidder's own expense.
- 6.2 The bidders and any of their personnel or agents will be granted permission by the Procuring Agency to enter upon his premises and lands for the purpose of such inspection, but only upon the express condition that the bidders, their personnel and agents, will release and indemnify the Procuring Agency, his personnel and agents from and against all liability in respect thereof and will be responsible for death or personal injury, loss of or damage to property and any other loss, damage, costs and expenses incurred as a result of such inspection.

B. BIDDING DOCUMENTS

IB.7 Contents of Bidding Documents

- 7.1 The Bidding Documents, in addition to invitation for bids, are those stated below and should be read in conjunction with any Addenda issued in accordance with Clause IB.9.
 - 1. Instructions to Bidders.
 - 2. Bidding Data.
 - 3. General Conditions of Contract, Part-I (GCC).
 - 4. Particular Conditions of Contract, Part-II (PCC).
 - 5. Specifications – Special Provisions.
 - 6. Specifications - Technical Provisions.
 - 7. Form of Bid & Appendices to Bid.
 - 8. Bill of Quantities (Appendix-D to Bid).
 - 9. 5% Bid Security in shape of call deposit/pay order/demand draft issued by any scheduled bank of Pakistan in favor of **“Sindh Madressatul Islam University, Karachi”**

10. Form of Contract Agreement.
11. Forms of Performance Security and Mobilization Advance Bank Guarantee.
12. Drawings.

7.2 The bidders are expected to examine carefully the contents of all the above documents. Failure to comply with the requirements of bid submission will be at the Bidder's own risk. Pursuant to Clause IB.26, bids which are not substantially responsive to the requirements of the Bidding Documents will be rejected.

IB.8 Clarification of Bidding Documents

8.1 Any bidder requiring any clarification (s) in respect of the Bidding Documents may notify the Procuring Agency in writing at the Procuring Agency's address indicated in the Invitation for Bids/NIT. The Procuring Agency will respond to any request for clarification provided they are received at least five calendar days prior to the date of opening of bid.

Provided that any clarification in response to query by any bidder; shall be communicated to all parties who have obtained bidding documents.

IB.9 Amendment of Bidding Documents

9.1 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 prospective bidder, modify the Bidding Documents by issuing addendum.

9.2 Any addendum thus issued shall be part of the Bidding Documents pursuant to Sub-Clause 7.1 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.

9.3 To afford prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the Procuring Agency may extend the deadline for submission of bids in accordance with Clause IB.20

C. PREPARATION OF BIDS

IB.10 Language of Bid

10.1 The bid and all correspondence and documents related to the bid exchanged by a bidder and the Procuring Agency shall be in the bid language stipulated in the Bidding Data and Particular Conditions of Contract. Supporting documents and printed literature furnished by the bidders may be in any other language provided the same are accompanied by an accurate translation of the relevant parts in the bid language, in which case, for purposes of evaluation of the bid, the translation in bid language shall prevail.

IB.11 Documents Accompanying the Bid

11.1 Each bidder shall:

- (a) submit a written power of attorney authorizing the signatory of the bid to act for and on behalf of the bidder;
- (b) update the information indicated and listed in the Bidding Data and previously submitted with the application for prequalification, and continue to meet the

minimum criteria set out in the prequalification documents which as a minimum, would include the following :

- (i) Evidence of access to financial resources alongwith average annual construction turnover;
- (ii) Financial predictions for the current year and the two following years including the effect of own commitments;
- (iii) Work commitments to be prequalification;
- (iv) Current litigation information; and
- (v) Availability of critical equipment.

and

- (c) furnish a technical proposal taking into account the various Appendices to Bid specially the following:

| | |
|-------------------|--|
| Appendix-E to Bid | Proposed Construction Schedule |
| Appendix-F to Bid | Method of Performing the Work |
| Appendix-G to Bid | List of Major Equipment |
| Appendix-K to Bid | Organization Chart for Supervisory Staff |

and other pertinent information such as mobilization programme etc;

- 11.2 Bids submitted by a joint venture of two (2) or more firms shall comply with the following requirements:-

- (a) the bid and in case of a successful bid, the Form of Contract Agreement shall be signed so as to be legally binding on all partners;
- (b) one of the joint venture partners shall be nominated as being in charge; and this authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the joint venture partners;
- (c) the partner-in-charge shall always be duly authorized to deal with the Procuring Agency regarding all matters related with and/or incidental to the execution of Works as per the terms and Conditions of Contract and in this regard to incur any and all liabilities, receive instructions, give binding undertakings and receive payments on behalf of the joint venture;
- (d) all partners of the joint venture shall at all times and under all circumstances be liable jointly and severally for the execution of the Contract in accordance with the Contract terms and a statement to this effect shall be included in the authorization mentioned under Sub-Para(b) above as well as in the Form of Bid and in the Form of Contract Agreement (in case of a successful bid)
- (e) a copy of the agreement entered into by the joint venture partners shall be submitted with the bid stating the conditions under which it will function, its period of duration, the persons authorized to represent and obligate it and which persons will be directly responsible for due performance of the Contract and can give valid receipts on behalf of the joint venture, the proportionate participation of the several firms forming the joint venture, and any other information necessary to permit a full appraisal of its functioning. No amendments / modifications whatsoever in the joint venture agreement shall be agreed to between the joint venture partner without prior written consent of the Procuring Agency.

- 11.3 Bidders shall also submit proposals of work methods and schedule, in sufficient detail to demonstrate the adequacy of the Bidders' proposals to meet the technical specifications and the completion time referred to in Sub-Clause 1.2 hereof.

IB.12 Bid Prices

- 12.1 Unless stated otherwise in the Bidding Documents, the Contract shall be for the whole of the Works as described in Sub-Clause 1.1 hereof, based on the unit rates and / or prices submitted by the bidder or percentage quoted above or below on the rates of Composite Schedule of Rates 2012 (Government of Sindh) , as the case may be.

- 12.2 The bidders shall fill in rates and prices for all items of the Works described in the Bill of Quantities. Items against which no rate or price is entered by a bidder will not be paid for by the Procuring Agency when executed and shall be deemed covered by rates and prices for other items in the Bill of Quantities. In case of Composite Schedule of Rates 2012 (Government of Sindh) if the bidder fails to mention the percentage above or below, it shall be deemed to be at par with the rates of Composite Schedule of Rates 2012 (Government of Sindh)

- 12.3 The Bid price submitted by the contractor shall include all rates and prices including the taxes. All Duties, taxes and other levies payable by the contractor under the contract.

Additional / reduced duties, taxes and levies due to subsequent additions or changes in legislation shall be reimbursed / deducted as per Sub-Clause 70.2 of the General Conditions of Contract Part-I.

- 12.4 The rates and prices quoted by the bidders are subject to adjustment during the performance of the Contract in accordance with the provisions of Clause 70 of the Conditions of Contract. The bidders shall furnish the prescribed information for the price adjustment formulae in Appendix-C to Bid, and shall submit with their bids such other supporting information as required under the said Clause.

IB.13 Currencies of Bid and Payment

- 13.1 The unit rates and the prices shall be quoted by the bidder entirely in Pak rupees. A bidder expecting to incur expenditures in other currencies for inputs to the Works supplied from outside the Procuring Agency's country (referred to as the "Foreign Currency Requirements") shall indicate the same in Appendix-B to Bid. The proportion of the Bid Price (excluding Provisional Sums) needed by him for the payment of such Foreign Currency Requirements either (i) entirely in the currency of the Bidder's home country or, (ii) at the bidder's option, entirely in Pak rupees provided always that a bidder expecting to incur expenditures in a currency or currencies other than those stated in (i) and (ii) above for a portion of the foreign currency requirements, and wishing to be paid accordingly, shall indicate the respective portions in his bid.

- 13.2 The rates of exchange to be used by the bidder for currency conversion shall be the TT&OD Selling Rates published or authorized by the State Bank of Pakistan prevailing on the date 28 days prior to the deadline for the opening of bids.

For the purpose of payments the exchange rates used in bid preparation shall apply for the duration of the

IB.14 Bid Validity

- 14.1 Bids shall remain valid for the period stipulated in the Bidding Data after the Date of Bid Opening specified in Clause IB.23.
- 14.2 In exceptional circumstances, prior to expiry of the original bid validity period, the Procuring Agency may request that the bidders extend the period of validity for a specified additional period which shall in no case be more than the original bid validity period. The request and the responses thereto shall be made in writing. A bidder may refuse the request without forfeiting his Bid Security. A bidder agreeing to the request will not be required or permitted to modify his bid, but will be required to extend the validity of his Bid Security for the period of the extension, and in compliance with Clause IB.15 in all respects.

IB.15 Bid Security

- 15.1 Each bidder shall furnish, as part of his bid, a Bid Security (5% of bid value) in the amount in shape of call deposit/pay order/demand draft and in the form as stipulated in the Bidding Data (sub-para 15.1) in Pak Rupees .
- 15.2 The Bid Security shall be, at the option of the bidder, in shape of call deposit/pay order/demand draft issued by a Scheduled Bank in Pakistan in favour of the Procuring Agency valid for a period 28 days beyond the Bid Validity date.
- 15.3 Any bid not accompanied by an acceptable Bid Security shall be rejected by the Procuring Agency as non-responsive.
- 15.4 The bid securities shall be released to the unsuccessful bidders once the contract has been signed with the successful bidder or validity period has expired.
- 15.5 The Bid Security of the successful bidder will be adjusted as 5% performance security and remaining 5% will be recovered from interim or running bills.
- 15.6 The Bid Security may be forfeited:
- (a) if the bidder withdraws his bid except as provided in Sub-Clause 22.1;
 - (b) if the bidder does not accept the correction of his Bid Price pursuant to Sub-Clause 27.2 hereof; or
 - (c) In the case of successful bidder, if he fails within the specified time limit to sign the Contract Agreement.

IB.16 Alternate Proposals by Bidder

- 16.1 Each Bidder shall submit only one bid either by himself, or as a member of joint venture.
- 16.2 Alternate Proposal(s), if any, of the lowest priced responsive bidder only may be considered by the Procuring Agency for the award of Contract to such bidder.

Not applicable

IB.17 Pre-Bid Meeting

- 17.1 The Procuring Agency may, on his own motion or at the request of any bidder(s), hold a pre-bid meeting to clarify issues and to answer any questions on matters related to the Bidding Documents. The date, time and venue of pre-bid meeting, if convened, shall be communicated to all concerned bidders or their authorized representatives shall be invited to attend such a pre-bid meeting at their own expenses.
- 17.2 The Concerned bidders are requested to submit questions, if any, in writing so as to reach the Procuring Agency not later than seven (7) days before the proposed pre-bid meeting as mentioned in sub-para 17.1 of Bidding Data.
- 17.3 Minutes of the pre-bid meeting, including the text of the questions raised and the replies given, will be transmitted without delay to all purchasers of the Bidding Documents. Any modification of the Bidding Documents listed in Sub-Clause 7.1 hereof which may become necessary as a result of the pre-bid meeting shall be made by the Procuring Agency exclusively through the issue of an Addendum pursuant to Clause IB.9 and not through the minutes of the pre-bid meeting.
- 17.4 Absence at the pre-bid meeting will not be a cause for disqualification of a bidder.

IB.18 Format and Signing of Bid

- 18.1 Bidders are particularly directed that the amount entered on the Form of Bid shall be for performing the Contract strictly in accordance with the Bidding Documents.
- 18.2 All appendices to Bid are to be properly completed and signed.
- 18.3 No alteration is to be made in the Form of Bid nor in the Appendices thereto except in filling up the blanks as directed. If any such alterations be made or if these instructions be not fully complied with, the bid may be rejected.
- 18.4 Each bidder shall prepare by filling out the forms completely and without alterations one (1) original and 2 copies, specified in the Bidding Data, of the documents comprising the bid as described in Clause IB.7 and clearly mark them "ORIGINAL" and "COPY" as appropriate. In the event of discrepancy between them, the original shall prevail.
- 18.5 The original and all copies of the bid shall be typed or written in indelible ink (in the case of copies, Photostats are also acceptable) and shall be signed by a person or persons duly authorized to sign on behalf of the bidder pursuant to Sub- Clause 11.1 (a) hereof. All pages of the bid shall be initialled and stamped by the person or persons signing the bid.
- 18.6 The bid shall contain no alterations, omissions or additions, except to comply with instructions issued by the Procuring Agency, or as are necessary to correct errors made by the bidder, in which case such corrections shall be initialled by the person or persons signing the bid.
- 18.7 Bidders shall indicate in the space provided in the Form of Bid their full and proper addresses at which notices may be legally served on them and to which all correspondence in connection with their bids and the Contract is to be sent.
- 18.8 Bidders should retain a copy of the Bidding Documents as their file copy.

D. SUBMISSION OF BIDS

IB.19 Sealing and Marking of Bids

- 19.1 Each bidder shall submit his bid as under:-
- (a) ORIGINAL and 2 copies of the Bid shall be separately sealed and put in separate envelopes and marked as such.
 - (b) The envelopes containing the ORIGINAL and 2 copies will be put in one sealed envelope and addressed / identified as given in Sub- Clause 19.2 hereof.
- 19.2 The inner and outer envelopes shall:-
- (a) be addressed to the Procuring Agency at the address provided in subpara-1.1 of the Bidding Data;
 - (b) bear the name and identification number of the contract as defined as mentioned in sub-para-1.2 in the Bidding Data; and
 - (c) provide a warning not to open before the time and date for bid opening, as specified in the Bidding Data.
- 19.3 In addition to the identification required in Sub- Clause 19.2 hereof, the inner envelope shall indicate the name and address of the bidder to enable the bid to be returned unopened in case it is declared "late" pursuant to Clause IB.21
- 19.4 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.

IB.20 Deadline for Submission of Bids

- 20.1
- (a) Bids must be received by the Procuring Agency at the address specified no later than the time and date stipulated in the Bidding Data.
 - (b) Bids with charges payable will not be accepted, nor will arrangements be undertaken to collect the bids from any delivery point other than that specified above. Bidders shall bear all expenses incurred in the preparation and delivery of bids. No claims will be entertained for refund of such expenses.
 - (c) Where delivery of a bid is by mail and a bidder wishes to receive an acknowledgment of receipt, he shall make a request for such acknowledgment in a separate letter attached to but not included in the sealed bid pack.
 - (d) Upon request, acknowledgment of receipt of bids will be provided to those making delivery in person or by messenger.
- 20.2 The Procuring Agency may, at his discretion, extend the deadline for submission of bids by issuing an amendment in accordance with Clause IB.9, in which case all rights and obligations of the Procuring Agency and the bidders previously subject to the original deadline will thereafter be subject to the deadline as extended.

IB.21 Late Bids

- 21.1 (a) Any bid received by the Procuring Agency after the deadline for submission of bids prescribed in Clause IB.20 will be returned unopened to such bidder.
- (b) Delays in the mail, delays of person in transit, or delivery of a bid to the wrong office shall not be accepted as an excuse for failure to deliver a bid at the proper place and time. It shall be the bidder's responsibility to submit the bid in time.

IB.22 Modification, Substitution and Withdrawal of Bids

- 22.1 Any bidder may modify, substitute or withdraw his bid after bid submission provided that the modification, substitution or written notice of withdrawal is received by the Procuring Agency prior to the deadline for submission of bids.
- 22.2 The modification, substitution, or notice for withdrawal of any bid shall be prepared, sealed, marked and delivered in accordance with the provisions of Clause IB.19 with the outer and inner envelopes additionally marked "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL" as appropriate.
- 22.3 No bid may be modified by a bidder after the deadline for submission of bids except in accordance with Sub-Clauses 22.1 and 27.2.
- 22.4 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 in pursuance to Clause IB.15.

E. BID OPENING AND EVALUATION

IB.23 Bid Opening

- 23.1 The Procuring Agency will open the bids, including withdrawals, substitution and modifications made pursuant to Clause IB.22, in the presence of bidders' representatives who choose to attend, at the time, date and location stipulated in the Bidding Data. The bidders' representatives who are present shall sign a register evidencing their attendance.
- 23.2 Envelopes marked "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL" shall be opened and read out first. Bids for which an acceptable notice of withdrawal has been submitted pursuant to Clause IB.22 shall not be opened.
- 23.3 The bidder's name, total Bid Price and price of any Alternate Proposal(s), any discounts, bid modifications, substitution and withdrawals, the presence or absence of Bid Security, and such other details as the Procuring Agency may consider appropriate, will be announced by the Procuring Agency aloud at the opening of bids.
- 23.4 Procuring Agency shall prepare minutes of the bid opening, including the information disclosed to those present in accordance with the Sub-Clause 23.3.

IB.24 Process to be Confidential

- 24.1 Information relating to the examination, clarification, evaluation and comparison of bid and recommendations for the award of a contract shall not be disclosed to bidders or any other person not officially concerned with such process before the announcement of bid evaluation report in accordance with the requirements of Rule 45, which states that Procuring Agency shall announce the results of bid evaluation in form of report giving reasons for acceptance or rejection of bids. The report shall be hoisted on website of authority and that of procuring agency if its website exists and intimated to all bidders at least 7 (seven) days prior to the award of contract. 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. Any effort by a bidder to influence the Procuring Agency's processing of bids or award decisions may result in the rejection of such bidder's bid. Whereas any bidder feeling aggrieved may lodge a written complaint as per Rule 31; however mere fact of lodging a complaint shall not warrant suspension of the procurement process.

IB.25 Clarification of Bids

- 25.1 To assist in the examination, evaluation and comparison of bids, the Procuring Agency may, at his discretion, ask any bidder for clarification of his bid, including breakdowns of unit rates. The request for clarification and the response shall be in writing but no change in the price or substance of the bid shall be sought, offered or permitted except as required to confirm the correction of arithmetic errors discovered by the Procuring Agency in the evaluation of the bids in accordance with Clause IB.28.

IB.26 Examination of Bids and Determination of Responsiveness

- 26.1 Prior to the detailed evaluation of bids, the Procuring Agency will determine whether each bid is substantially responsive to the requirements of the Bidding Documents.
- 26.2 A substantially responsive bid is one which (i) meets the eligibility criteria; (ii) has been properly signed; (iii) is accompanied by the required Bid Security; and (iv) conforms to all the terms, conditions and specifications of the Bidding Documents, without material deviation or reservation. A material deviation or reservation is one (i) which affect in any substantial way the scope, quality or performance of the Works; (ii) which limits in any substantial way, inconsistent with the Bidding Documents, the Procuring Agency's rights or the bidder's obligations under the Contract; or (iii) adoption/rectification whereof would affect unfairly the competitive position of other bidders presenting substantially responsive bids.
- 26.3 If a bid is not substantially responsive, it will be rejected by the Procuring Agency and may not subsequently be made responsive by correction or withdrawal of the non-conforming deviation or reservation.

IB.27 Correction of Errors

- 27.1 Bids determined to be substantially responsive will be checked by the Procuring Agency for any arithmetic errors. Errors will be corrected by the Procuring Agency as follows:
- (a) where there is a discrepancy between the amounts in figures and in words, the amount in words will govern; and

- (b) where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern, unless in the opinion of the Procuring Agency there is an obviously gross misplacement of the decimal point in the unit rate, in which case the line item total as quoted will govern and the unit rate will be corrected.

27.2 The amount stated in the Form of Bid will be adjusted by the Procuring Agency in accordance with the above procedure for the correction of errors and with the concurrence of the bidder, shall be considered as binding upon the bidder. If the bidder does not accept the corrected Bid Price, his Bid will be rejected, and the Bid Security shall be forfeited in accordance with Sub- Clause 15.6(b) hereof.

IB.28 Evaluation and Comparison of Bids

28.1 The Procuring Agency will evaluate and compare only the Bids determined to be substantially responsive in accordance with Clause IB.26.

28.2 In evaluating the Bids, the Procuring Agency will determine for each Bid the evaluated Bid Price by adjusting the Bid Price as follows:

- (a) making any correction for errors pursuant to Clause IB.27;
- (b) excluding Provisional Sums and the provision, if any, for contingencies in the Summary Bill of Quantities, but including competitively priced Daywork; and
- (c) making an appropriate adjustment for any other acceptable variation or deviation.

28.3 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in Bid evaluation.

28.4 If Bid of successful bidder is found seriously unbalanced in relation to the Procuring Agency's estimate of cost of work to be performed under the Contract, the Procuring Agency may require the bidder to produce detailed price analyses for any or all items of the Bill of Quantities to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, the Procuring Agency may require that the amount of the Performance Security set forth in Clause IB.32 be increased at the expense of the successful bidder to a level sufficient to protect the Procuring Agency against financial loss in the event of default of the successful bidder under the Contract.

28.5 The Government of Sindh requires that Procuring agency's (including beneficiaries of donor agencies' loans), as well as Bidders/Suppliers/Contractors under Government-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. "Corrupt and Fraudulent Practices" means either one or any combination of the practices given below;

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

- (ii) "Collusive Practice" means any arrangement between two or more parties to the procurement process or contract execution, designed to achieve with or without the knowledge of the procuring agency to establish prices at artificial, noncompetitive levels for any wrongful gain;
- (iii) "Corrupt Practice" means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful gain;
- (iv) "Fraudulent Practice" means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
- (v) "Obstructive Practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract or deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements before investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or acts intended to materially impede the exercise of inspection and audit rights provided for under the Rules.

28.6 **Evaluation Report (SPP Rule 45)**

After the completion of evaluation process, as described in the clauses IB 27 IB 28, the procuring agency shall announce the results of bid evaluation in form of report (available on the website of the authority) giving reasons for acceptance and rejection of bid. The report shall be hoisted on website of the authority and that of procuring agency if its website exists and intimated to all bidders at least seven (7) days prior to the award of contract.

F. AWARD OF CONTRACT

IB.29 Award

- 29.1 Subject to Clauses IB.30 and IB.34, 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 eligible in accordance with the provisions of Clause IB.3 and qualify pursuant to Sub-Clause IB 29.2.
- 29.2 The Procuring Agency, at any stage of the bid evaluation, having credible reasons for or *prima facie* evidence of any defect in supplier's or contractor's capacities, may require the suppliers or contractors to provide information concerning their professional, technical, financial, legal or managerial competence.

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

IB.30 Procuring Agency's Right to Accept any Bid and to Reject any or all Bids

- 30.1 Notwithstanding Clause IB.29, 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 except that the grounds for rejection of all bids shall upon request be communicated to any bidder who submitted a bid, without justification of grounds. Rejection of all bids shall be notified to all bidders promptly.

IB.31 Notification of Award

- 31.1 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. This letter shall name the sum which the Procuring Agency will pay the Contractor in consideration of the execution and completion of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Conditions of Contract called the "Contract Price").
- 31.2 No Negotiation with the bidder having evaluated as lowest responsive or any other bidder shall be permitted, however, Procuring Agency may have clarification meetings to get clarify any item in the bid evaluation report.
- 31.3 The notification of award and its acceptance by the bidder will constitute the formation of the Contract, binding the Procuring Agency and the bidder till signing of the formal Contract Agreement.
- 31.4 Upon signing of contract with successful bidder the Procuring Agency will promptly notify the other bidders that their Bids have been unsuccessful and return their bid securities.
- 31.5 Within seven (7) days of the award of contract, procuring agency shall publish on the website of the authority and on its own website, if such a website exists, the results of the bidding process, identify the bid through procurement identifying numbers, and following information:
- (1) Evaluation Report
 - (2) Form of Contract and Letter of Award
 - (3) Bill of Quantities or Schedule of Requirement
- 31.6 **Debriefing (SPP Rule 51)**
- (a) A Bidder may ask the Procuring Agency for reasons for non acceptance of his bid and may request for a debriefing meeting and Procuring Agency shall give him the reasons for such non acceptance, either in writing or by holding a debriefing meeting with such a bidder.
 - (b) The requesting bidder shall bear all the costs of attending such a debriefing.

IB.32 Performance Security (SPP Rule 39)

- 32.1 The successful bidder shall furnish to the Procuring Agency, a performance security of an amount equal to 10% of the contract price in the form of a bank guarantee as stipulated in the bidding Data and the Conditions of Contract within fourteen (14) days after the receipt of letter of Acceptance.
- 32.2 Failure of the successful bidder to comply with the requirements of Sub-Clause IB.32.1 or Clauses IB.33 or IB.35 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security.
- 32.3 Validity of performance security shall extend at least three sixty four (364) days beyond the date of completion of contract to cover defects liability periods as mentioned in Appendix A to bid subject to final acceptance by the procuring agency.

IB.33 Signing of Contract Agreement (SPP Rule 39)

33.1 Within 14 days from the date of furnishing of acceptable Performance Security under the Conditions of Contract, the Procuring Agency will send the successful bidder the Contract Agreement in the form provided in the Bidding Documents, incorporating all agreements between the parties.

33.2 The formal Agreement between the Procuring Agency and the successful bidder shall be executed within 14 days of the receipt of the Contract Agreement by the successful bidder from the Procuring Agency.

33.3 A Procurement contract shall come into force when the Procuring Agency requires signs contract, the date on which the signatures of both the Procuring Agency and the successful bidder are affixed to the written contract. Such affixing of signatures shall take place within the time prescribed in the bidding documents.

Provided that the Procuring Agency may reduce the maximum time limit for signing of contract, as and when required, and shall be mentioned in the bidding documents.

33.4 Stamp Duty

The formal agreement between Procuring Agency and the successful bidder shall be duly stamped at the rate of 0.35% of bid price (updated from time to time) stated in the letter of acceptance.

IB.34 General Performance of the Bidders

The Procuring Agency may in case of inconsistent/ poor performance of the contractor and his failure to remedy the under performing contract may take such action as may be deemed appropriate under the circumstances of the case including the rescinding the contract and /or black listing of such contractors and debarring him from participation in future bidding process also refer the case of the contractor to the Pakistan Engineering Council (PEC) upon such reference PEC in accordance with its rules, procedures and relevant laws of the land take such actions as may be deemed appropriate under the circumstances of the case.

IB.35 Integrity Pact (SPP Rule 89)

The Bidder shall sign and stamp the Integrity Pact provided at Appendix to Bid in the Bidding Documents for all Provincial/Local Government procurement contracts exceeding Rupees ten million. Failure to provide such Integrity Pact shall make the bidder non-responsive.

IB.36 Instructions not Part of Contract

Bids shall be prepared and submitted in accordance with these Instructions which are provided to assist bidders in preparing their bids, and do not constitute part of the Bid or the Contract Documents.

IB.37 Arbitration (SPP Rule 34)

Any dispute that is not amicably resolved shall be finally settled, unless otherwise specified in the contract, under the arbitration act 1940 updated from time to time and would be held anywhere in province of Sindh at the discretion of Procuring Agency.

BIDDING DATA

BIDDING DATA

(This Section should be filled in by the procuring agency before issuance of the bidding documents) The following specific data for the Works to be bided 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 and address of the Procuring Agency:

Sindh Madressatul Islam University,
Aiwan-e-Tijarat Road, Behind Habib Bank Plaza, Karachi

1.2 Name of the Project and Summary of the Works:

Development of SMIU Model School and University Academic Block at SMIU City Campus, Karachi (Phase-1, Model School)

2.1 Name of the Borrower/Source of Financing/Funding Agency:

SMIU/Sindh Government Funds

8.1 Time limit for clarification:

Minimum number of days to seek clarification by the prospective Bidder shall be seven (7) calendar days prior to the Date of Opening of Tender.

10.1 Languages:

English

13.1 Bidders to quote entirely in Pak. Rupees.

14.1 Period of Bid validity:

Bid shall be valid for 90 days from the date of opening of bid.

15.1 Amount of Bid Security:

Bid Security in form of Call Deposit / Pay Order/ Demand Draft of the amount at 2% of the Bid Price in favor of Sindh Madressatul Islam University which shall remain Valid for a period of 28 days beyond the validity period of bids mentioned in para 14.1 above.

18.4 Number of copies of the Bid to be completed and returned:

One original and one copy as hard copy

19.2(a) Procuring Agency's address for the purpose of submission:

Sindh Madressatul Islam University,
Aiwan-i-Tijarat Road, Behind Habib Bank Plaza, Karachi

19.2(b) Name and Number of the Contract:

“Development of SMIU Model School and University Academic Block at SMIU City Campus, Karachi (Phase-1, Model School)

20.1(a) Deadline for submission of Bids:

Bids shall be received at Procuring Agency's Address mentioned in para 19.2(a) above not later than 14:00 Hours on 2nd August 2018.

23.1 Venue, time, and date of opening:

Bids shall be opened at 15:00 hours on 2nd August 2018.

32.1 Standard form and amount of Performance Security acceptable to the Procuring Agency:

Performance Security shall be of an amount equal to 5% of the contract price submitted in shape of a bank guarantee or pay order or demand draft valid till the expiry of defects liability period defined in Appendix-A to bid.

32.2 Stamp Duty

0.35% of bid price will be paid by successful bidder as stamp duty.

FORM OF BID AND APPENDICES TO BID

FORM OF BID

Bid Reference No. **Development of SMIU Model School and University Academic Blocks at SMIU City Campus, Karachi.**

To:

The Executive Engineer (Civil)
Sindh Madressatul Islam University,
Aiwan-i-Tijarat Road,
Karachi.

Gentleman,

1. Having examined the Bidding Documents including Instructions to Bidders, Bidding Data, Conditions of Contract, Specifications, Drawings and Bill of Quantities and Addenda Nos. _____ for the execution of the above-named Works, we, the undersigned, offer to execute and complete such Works and remedy any defects therein in conformity with the Conditions of Contract. Specifications, Drawings, Bill of Quantities and Addenda for the sum of Rs. _____ (Rupees _____) or such other sum as may be ascertained in accordance with the said conditions.
2. We understand that all the Appendices 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 Rupees _____ (Rs. _____) drawn in your favour or made payable to you and valid for a period of _____ days beginning from the date bids are opened.
4. We undertake, if our Bid is accepted, to commence the Works and to complete the whole of the Works comprised in the Contract within the time stated in Appendix-A to Bid.
5. We agree to abide by this 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, together with your written acceptance thereof, shall constitute a binding contract between us.
7. We do hereby declare that the Bid is made without any collusion, comparison of figures or arrangement with any other Bidder for the Works.
8. We understand that you are not bound to accept the lowest or any Bid you may receive.

Dated this _____ day of _____ 20____

Signature: _____

In the capacity of _____ duly authorized to sign bids for and on behalf of

(Name of Bidder in Block Capitals)
(Seal)

Address: _____

Witness:

Signature: _____

Name: _____

Address. _____

Occupation _____

SPECIAL STIPULATIONS**Clause
Conditions of Contract**

For ease of reference, certain information and Special Stipulations applicable to the contract, which are the subject of this Bid, are set forth herein. Where these Conditions conflict with the provisions or requirement set forth elsewhere in the Contract Document, the Conditions as given in Appendix-A to Bid shall govern.

| | | | | |
|----|--|---------------|--|-----------------------|
| 1. | Engineer's Authority to issue Variation in emergency | 2.1 | — | Not Applicable |
| 2. | Time of submission & Amount Performance Security | 10.1 | With in 14 (Fourteen) calender days of LOA for an amount of 10% (Ten percent) of the contract Amount stated in the LOA in the form of irrevocable bank guarantee | |
| 3. | Time for Furnishing Programme | 14.1 | Within 30 (Thirty) calendar days following receipt of the Letter of acceptance (LOA) | |
| | Time for Furnishing Cash Flow | 14.3 | Within 30 (Thirty) calendar days following receipt of the Letter of acceptance (LOA) | |
| 4. | Minimum amount of Third Party Insurance | 23.2 | 2% (Two Percent) of the contact amount per occurrence. No. of occurrences unlimited. | |
| 5. | Time for Commencement | 41.1 | Within 14 (Fourteen) calendar days from the date of receipt of Engineer's Notice to Commence which shall be issued within 14 (Fourteen) calendar days after signing of Contract Agreement. | |
| 6. | Time for Completion | 43.1, 48.2 | 12 months from the date of receipt of Engineer's Notice to Commence. | |

| | | | | |
|-----|---|-------|--|-----------------------|
| 7. | Amount of Liquidated Damages | 47.1 | 0.1% of the contact value for each day of delay in completion of the Works subject to a maximum of 10% of Contract Price stated in the Letter of Acceptance. | |
| 8. | Defects Liability Period | 49.1 | 12 months from the effective date of Taking Over Certificate. | |
| 9. | Percentage of Retention Money | 60.2 | 10% of the amount of Interim/running Payments | |
| 10. | Limit of Retention Money | 60.2 | 5% of Contract Price to be stated in the letter of acceptance. | |
| 11. | Minimum amount of Interim Payment Certificates (Running Bills) | 60.2 | — | Not Applicable |
| 12. | Time of Payment from delivery of Engineer's Interim Payment Certificate to the Procuring Agency | 60.10 | 28 days in case of local currency. | |
| 13. | Mobilization Advance * (Interest Free) | 60.12 | — | Not Applicable |

Appendix-B to Bid

FOREIGN CURRENCY REQUIREMENTS

1. The Bidder may indicate here in below his requirements of foreign currency (if any), with reference to various inputs to the Works.
2. Foreign Currency Requirement as percentage of the price excluding Provisional Sums _____%.
3. Table of Exchange Rates

| Unit of Currency | Equivalent in Pak. Rupees |
|-------------------------|----------------------------------|
| Australian Dollar | ----- |
| Euro | ----- |
| Japanese Yen | ----- |
| U.K. Pound | ----- |
| U.S. Dollars | ----- |
| ----- | ----- |
| ----- | ----- |

Not applicable

BC-1

Appendix-C to Bid

**PRICE ADJUSTMENT UNDER CLAUSE 70
OF CONDITIONS OF CONTRACT**

The source of indices and the weightages or coefficients for use in the adjustment formula under Clause 70 shall be as follows:

(To be filled by the Procuring Agency)

| Cost Element | Description | Weightages | Applicable index |
|--------------|-------------------------|-------------|--|
| 1 | 2 | 3 | 4 |
| (i) | Fixed Portion | 0.60 | Government of Pakistan (GP) Federal Bureau of Statistics (FBS) Monthly Statistical Bulletin. |
| (ii) | Local Labour** | 0.20 | |
| (iii) | Cement – in bags | 0.06 | |
| (iv) | Reinforcing Steel | 0.12 | |
| (v) | High Speed Diesel (HSD) | 0.02 | |
| | Total | 1.00 | |

** Percentage increase in the cost of Unskilled Labour as arrived from the above Monthly

Statistical Bulletin shall be applicable to the Skilled Labour of any trade as well. Unskilled Labour weightages represent that of skilled labour wages of all categories.

Notes:

- 1) Indices for “(i)” to “(v)” are taken from the Government of Pakistan Federal Bureau of Statistics, Monthly Statistical Bulletin. The base cost indices or prices shall be those applying 28 days prior to the latest day for submission of bids. Current indices or prices shall be those applying 28 days prior to the last day of the billing period.
- 2) Any fluctuation in the indices or prices of materials other than those given above shall not be subject to adjustment of the Contract Price.
- 3) Any price adjustment shall be worked out only by taking the difference between the base cost indices or prices stated in the Government of Pakistan Federal Bureau of Statistics, Monthly Statistical Bulletin 28 days prior to the latest day for submission of bids and those indices or prices applying 28 days prior to the last day of the billing period taken from.

The actual amount of above stated adjustments shall be calculated as stipulated in clauses 70.1 of the Particular Conditions.

BD-1

Appendix-D to Bid

BILL OF QUANTITIES

See separate volume - III

BE-1

Appendix-E to Bid

PROPOSED CONSTRUCTION SCHEDULE

Pursuant to Sub-Clause 43.1 of the General Conditions of Contract, the Works shall be completed on or before the date stated in Appendix-A to Bid. The Bidder shall provide as Appendix-E to Bid, the Construction Schedule in the bar chart (CPM, PERT or any other to be specified herein) showing the sequence of work items and the period of time during which he proposes to complete each work item in such a manner that his proposed programme for completion of the whole of the Works and parts of the Works may meet Procuring Agency's completion targets in days noted below and counted from the date of receipt of Engineer's Notice to Commence (Attach sheets as required for the specified form of Construction Schedule):

| <u>Description</u> | <u>Time for Completion</u> |
|---------------------------|-----------------------------------|
| a) Whole Works | _____ days |
| b) Part-A | _____ days |
| c) Part-B | _____ days |
| d) _____ | _____ days |
| e) _____ | _____ days |

BF-1

Appendix-F to Bid

METHOD OF PERFORMING THE WORK

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

1. Organization Chart indicating head office and field office personnel involved in management and supervision, engineering, equipment maintenance and purchasing.
2. Mobilization in Pakistan, the type of facilities including personnel accommodation, office accommodation, provision for maintenance and for storage, communications, security and other services to be used.
3. The method of executing the Works, the procedures for installation of equipment and machinery and transportation of equipment and materials to the site.]

BG-1

Appendix-G to Bid

LIST OF MAJOR EQUIPMENT – RELATED ITEMS

[The Bidder will provide on Sheet 2 of this Appendix a list of all major equipment and related items, under separate heading for items owned, to be purchased or to be arranged on lease by him to carry out the Works. The information shall include make, type, capacity, and anticipated period of utilization for all equipment which shall be in sufficient detail to demonstrate fully that the equipment will meet all requirements of the Specifications.]

BG-2

Appendix-G to Bid

LIST OF MAJOR EQUIPMENT

| Owned Purchased or Leased | Description of Unit (Make, Model, Year) | Capacity HP Rating | Condition | Present Location or Source | Date of Delivery at Site | Period of Work on Project |
|----------------------------|---|--------------------|-----------|----------------------------|--------------------------|---------------------------|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 |
| a. Owned | | | | | | |
| b. To be Purchased | | | | | | |
| c. To be arranged on Lease | | | | | | |

BH-1

Appendix-H to Bid

CONSTRUCTION CAMP AND HOUSING FACILITIES

The Contractor shall provide description of his construction camp's facilities and staff housing requirements.

The Contractor shall be responsible for pumps, electrical power, water and electrical distribution systems, and sewerage system including all fittings, pipes and other items necessary for servicing the Contractor's construction camp.

The Bidder shall list or explain his plans for providing these facilities for the service of the Contract as follows:

1. Site Preparation (clearing, land preparation, etc.).
2. Provision of Services.
 - a) Power (expected power load, etc.).
 - b) Water (required amount and system proposed).
 - c) Sanitation (sewage disposal system, etc.).
3. Construction of Facilities
 - a) Contractor's Office. Workshop and Work Areas (areas required and proposed layout, type of construction of buildings, etc.).
 - b) Warehouses and Storage Areas (area required, type of construction and layout).
 - c) Housing and Staff Facilities (Plans for housing for proposed staff, layout, type of construction, etc.).
4. Construction Equipment Assembly and Preparation (detailed plans for carrying out this activity).
5. Other Items Proposed (Security services, etc.).

BI-1

Appendix-I to Bid

LIST OF SUBCONTRACTORS

I/We intend to subcontract the following parts of the Work to subcontractors. In my/our opinion, the subcontractors named hereunder are reliable and competent to perform that part of the work for which each is listed.

Enclosed are documentation outlining experience of subcontractors, the curriculum vitae and experience of their key personnel who will be assigned to the Contract, equipment to be supplied by them, size, location and type of contracts carried out in the past.

| Part of Works (Give Details) | Subcontractor (With Complete Address) |
|---|--|
| 1 | 2 |
| | |

BJ-1

Appendix-J to Bid

ESTIMATED PROGRESS PAYMENTS

Bidder's estimate of the value of work which would be executed by him during each of the periods stated below, based on his Programme of the Works and the Rates in the Bill of Quantities, expressed in thousands of Pakistani Rupees:

| Quarter/ Year/ Period | Amounts (1,000 Rs.) |
|------------------------------|--------------------------------|
| 1 | 2 |
| 1 st Quarter | |
| 2 nd Quarter | |
| 3 rd Quarter | |
| 4 th Quarter | |
| 5 th Quarter | |
| 6 th Quarter | |
| 7 th Quarter | |
| 8 th Quarter | |
| 9 th Quarter | |
| Bid Price | |

BK-1

Appendix-K to Bid

**ORGANIZATION CHART
FOR THE
SUPERVISORY STAFF AND LABOUR**

Appendix-L to Bid

(INTEGRITY PACT)

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

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

..... [name of Supplier] 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 Pakistan (GoP) or any administrative subdivision or agency thereof or any other entity owned or controlled by GoP through any corrupt business practice.

Without limiting the generality of the foregoing, [name of Supplier] 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 GoP, except that which has been expressly declared pursuant hereto.

[name of Supplier] 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 GoP and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

[name of Supplier] 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 GoP under any law, contract or other instrument, be voidable at the option of GoP.

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

Name of Buyer:
Signature:
[Seal]

Name of Seller/Supplier:
Signature:
[Seal]

FORMS

**BID SECURITY
PERFORMANCE SECURITY
CONTRACT AGREEMENT
MOBILIZATION ADVANCE GUARANTEE/BOND**

BID SECURITY
(Bank Guarantee)

(On the required value of non-judicial Stamp Paper of the Government of Pakistan)

Security Executed on _____
(Date)

Name of Surety (Bank) with Address: _____
(Scheduled Bank in Pakistan)

Name of Principal (Bidder) with Address _____

Penal Sum of Security Rupees. _____ (Rs. _____)

Bid Reference No. _____

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Bid and at the request of the said Principal (Bidder) we, the Surety above named, are held and firmly bound unto

(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 Bidder has submitted the accompanying Bid dated _____ for Bid No. _____ for _____ (Particulars of Bid) to the said Procuring Agency; and

WHEREAS, the Procuring Agency has required as a condition for considering said Bid that the Bidder furnishes a Bid Security in the above said sum from a Scheduled Bank in Pakistan or from a foreign bank duly counter-guaranteed by a Scheduled Bank in Pakistan, to the Procuring Agency, conditioned as under:

- (1) that the Bid Security shall remain in force up to and including the date 28 days after the deadline for validity of bids as stated in the Instructions to Bidders or as it may be extended by the Procuring Agency, notice of which extension(s) to the Surety is hereby waived;
- (2) that the Bid Security of unsuccessful Bidders will be returned by the Procuring Agency after the expiry of its validity or upon signing of the Contract Agreement; and
- (3) that in the event of failure of the successful Bidder to execute the proposed Contract Agreement for such work and furnish the required Performance Security, the entire said sum be paid immediately to the said Procuring Agency pursuant to Clause 15.6 of the Instruction to Bidders for the successful Bidder's failure to perform.

NOW THEREFORE, if the successful Bidder shall, within the period specified therefor, on the prescribed form presented to him for signature enter into a formal Contract with the said Procuring Agency in accordance with his Bid as accepted and furnish within twenty eight (28) days of his being requested to do so, 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 for its validity then this obligation shall be void and of no effect, but otherwise to remain in full force and effect.

BS-2

PROVIDED THAT the Surety shall forthwith pay the Procuring Agency the said sum 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 Surety at its address given above.

PROVIDED ALSO THAT the Procuring Agency shall be the sole and final judge for deciding whether the Principal (Bidder) 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 Surety shall pay without objection the said sum upon demand from the Procuring Agency forthwith and without any reference to the Principal (Bidder) or any other person.

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

WITNESS:

1. _____

Corporate Secretary (Seal)

2. _____

_____ Name, Title & Address

SURETY (Bank)

Signature _____

Name _____

Title _____

Corporate Guarantor (Seal)

NOT APPLICABLE

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

Guarantee No. _____
Executed on _____
Expiry date _____

[Letter by the Guarantor to the Procuring Agency]

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

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 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 49, Defects Liability, 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 which payment will be effected by the Guarantor to Procuring Agency's designated Bank & Account Number.

PS-2

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-bounden 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. _____ | Signature _____ |
| _____ | Name _____ |
| Corporate Secretary (Seal) | Title _____ |
| 2. _____ | |
| _____ | _____ |
| Name, Title & Address | Corporate Guarantor (Seal) |

CA-1

FORM OF CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT (hereinafter called the "Agreement") made on the _____ day of _____ (month) 20____ between _____ (hereafter called the "Procuring Agency") of the one part and _____ (hereafter 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 Contract Agreement;
 - (b) The Letter of Acceptance;
 - (c) The completed Form of Bid;
 - (d) Special Stipulations (Appendix-A to Bid);
 - (e) The Particular Conditions of Contract – Part II;
 - (f) The General Conditions – Part I;
 - (g) The completed Appendices to Bid (B, C, E to L);
 - (h) The Drawings;
 - (i) The Specifications; and
 - (j) Any other document forming part of the Contract
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 with 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 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 Procuring Agency

(Seal)

CA-2

Signed, Sealed and Delivered in the presence of:

Witness:

(Name, Title and Address)

Witness:

(Name, Title and Address)

MG-1

**MOBILIZATION ADVANCE GUARANTEE
(Bank Guarantee)**

Guarantee No. _____ Date _____

WHEREAS _____ (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 Rupees _____ (Rs _____) 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 mobilization advance for the performance of his obligations under the said Contract.

AND WHEREAS, _____
(Scheduled Bank of Pakistan)

(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 fulfilment 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, 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 remain in force until the advance is fully adjusted against payments from the Interim Payment Certificates of the Contractor or until _____ whichever is earlier.

(Date)

The Guarantor's liability under this Guarantee shall not in any case exceed the sum of Rupees _____ (Rs _____).

This Guarantee shall remain valid up to the aforesaid date and shall be null and void after the aforesaid date or earlier if the advance made to the Contractor is fully adjusted against payments from Interim Payment Certificates of the Contractor provided that the Guarantor agrees that the aforesaid period of validity shall be deemed to be extended if on the above mentioned date the advance payment is not fully adjusted.

GUARANTOR

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

WITNESS

1. _____
Corporate Secretary (Seal)
2. _____
(Name Title & Address)

Corporate Guarantor (Seal)

NOT APPLICABLE

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

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

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

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. RS.) so advanced by the Government to the Contractor as aforesaid and all or any further sum or sums which may be advanced as 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 offered to and accepted by (he Government as security for the said amount are (73) 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 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 jthe site of the said works in the Contractor's custody and at his own risk and on his own responsibility and shall at all times be open to inspection by (he Divisional Officer or any officer authorized by him. In the event of the said materials of any part (hereof being stolen, destroyed or damaged or becoming deteriorated in a greater degree than is due to reasonable use and wear thereof Contractor will forthwith replace the same with other materials of like 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) at 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 (74) 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 there with the Government may at any time thereafter adopt all or any of following courses as it may deem best ;-

- a. Seize and utilize the said materials or any part thereof in the completion of the said works on behalf of the Contractor in accordance with the provisions in that behalf contained in the said agreement debiting the Contractor with the actual cost of effecting such completion the amount due in respect of advances under these presents and crediting the Contractor with the value of work done as he had carried it out in accordance with the said agreement and at the rates thereby provided. If the balance is against the Contractor he is to pay the same to the Government on demand.
 - b. Remove and sell by public auction the seized materials or any part thereof and out of the moneys arising from the sale retain all the sums aforesaid repayable to the Government under these presents and pay over the surplus (if any) to the Contractor.
 - c. Deduct all or any part of the moneys owing out of the security deposit or any sum due to the Contractor under the said agreement.
- (9) That except as is expressly provided by the presents interest on the said advance shall not be payable.
- (10) That in the event of any conflict between the provisions of these presents and the said agreement the provisions of these presents shall prevail and in the event of any dispute or difference arising over the construction or effect of these presents the settlement of which has not been hereinbefore expressly provided for the same shall be referred to the Superintending Engineer/Executive District Officer/Officer one grade higher to

officer signed the agreement whose..... decision shall be final and the provisions of the Arbitration Act 1940 for the time being in force so far as they are applicable shall apply to any such reference.

Signed, sealed and delivered by*

In the presence of 1 st witness

2nd witness *

PART 1 - GENERAL CONDITIONS

GENERAL CONDITIONS OF CONTRACT

PREPARED BY

THE PAKISTAN ENGINEERING COUNCIL

(VERSION NOVEMBER 2007) FOR

THE WORKS OF

CIVIL ENGINEERING CONSTRUCTION

**Bidder is supposed
to possess a copy
with him**

PART II – PARTICULAR CONDITIONS

TABLE OF CONTENTS

PART II - PARTICULAR CONDITIONS OF CONTRACT

| Clause | Title |
|--------|--|
| 1.1 | Definitions |
| 2.1 | Engineer's Duties and Authority |
| 2.2 | Engineer's Representative |
| 2.7 | Engineer Not Liable |
| 2.8 | Replacement of the Engineer |
| 5.1 | Language(s) and Law |
| 5.2 | Priority of Contract Documents |
| 6.6 | Shop Drawings |
| 6.7 | As-Built Drawings |
| 10.1 | Performance Security |
| 10.4 | Performance Security Binding on Variations and Changes |
| 14.1 | Programme to be Submitted |
| 14.3 | Cash Flow Estimate to be Submitted |
| 14.5 | Detailed Programme and Monthly Progress Report |
| 15.2 | Language Ability of Contractor's Representative |
| 15.3 | Contractor's Representative |
| 16.3 | Language Ability of Superintending Staff of Contractor |
| 16.4 | Employment of Local Personnel |
| 19.3 | Safety Precautions |
| 19.4 | Lighting Works at Night |
| 20.4 | Procuring Agency's Risks |
| 21.1 | Insurance of Works and Contractor's Equipment |
| 21.4 | Exclusions |
| 25.5 | Insurance Company |
| 31.3 | Co-operation with Other Contractors |
| 34.2 | Rates of Wages and Conditions of Labour |
| 34.3 | Employment of Persons in the Service of Others |
| 34.4 | Housing for Labour |
| 34.5 | Health and Safety |
| 34.6 | Epidemics |
| 34.7 | Supply of Water |
| 34.8 | Alcoholic Liquor or Drugs |
| 34.9 | Arms and Ammunition |
| 34.10 | Festivals and Religious Customs |
| 34.11 | Disorderly Conduct |
| 34.12 | Compliance by Subcontractors |
| 35.2 | Records of Safety and Health |
| 35.3 | Reporting of Accidents |
| 36.6 | Use of Pakistani Materials and Services |
| 41.1 | Commencement of Works |
| 47.3 | Bonus for Early Completion of Works |
| 48.2 | Taking Over of Sections or Parts |
| 51.2 | Instructions for Variations |

TABLE OF CONTENTS

PART II - PARTICULAR CONDITIONS OF CONTRACT

| Clause | Title |
|---------------|--|
| 52.1 | Valuation of Variations |
| 53.4 | Failure to Comply |
| 54.3 | Customs Clearance |
| 54.5 | Conditions of Hire of Contractor's Equipment |
| 59.4 | Payments to Nominated Sub-contractors |
| 59.5 | Evidence of Payments |
| 60.1 | Monthly Statements |
| 60.2 | Monthly Payments |
| 60.10 | Time for Payment |
| 60.11 | Secured Advance on Materials |
| 60.11 | Financial Assistance to Contractor |
| 63.1 | Default of Contractor |
| 65.2 | Special Risks |
| 67.3 | Arbitration |
| 68.1 | Notice to Contractor |
| 68.2 | Notice to Procuring Agency and Engineer |
| 70.1 | Increase or Decrease of Cost |
| 73.1 | Payment of Income Tax |
| 73.2 | Customs Duty & Taxes |
| 74.1 | Integrity Pact |
| 75.1 | Termination of Contract for Procuring Agency's Convenience |
| 76.1 | Liability of Contractor |
| 77.1 | Joint and Several Liability |
| 78.1 | Details to be Confidential |

PART II - PARTICULAR CONDITIONS OF CONTRACT

1.1 Definitions

(a) (i) The Procuring Agency is **Sindh Madressatul Islam University, Aiwan-e-Tijarat Road, Karachi**

(a) (iv) The Engineer is **EA Consulting Pvt. Ltd. , AL-9, 15th Lane, Khayaban-e-Hilal, Phase-VII, DHA, Karachi.**

The following paragraph is added:

(a) (vi) "Bidder or Tenderer" means any person or persons, company, corporation, firm or joint venture submitting a Bid or Tender.

(b) (v) The following is added at the end of the paragraph:

The word "Tender" is synonymous with "Bid" and the word "Tender Documents" with "Bidding Documents".

The following paragraph is added:

(b) (ix) "Programme" means the programme to be submitted by the Contractor in accordance with Sub-Clause 14.1 and any approved revisions thereto.

(e) (i) The text is deleted and substituted with the following:

"Contract Price" means the sum stated in the Letter of Acceptance as payable to the Contractor for the execution and completion of the Works subject to such additions thereto or deductions therefrom as may be made and remedying of any defects therein in accordance with the provisions of the Contract.

2.1 Engineer's Duties and Authority

With reference to Sub-Clause 2.1 (b), the following provisions shall also apply;

The Engineer shall obtain the specific approval of the Procuring Agency before carrying out his duties in accordance with the following Clauses:

- (i) Consenting to the sub-letting of any part of the Works under Sub-Clause 4.1 "Subcontracting".
- (ii) Certifying additional cost determined under Sub-Clause 12.2 "Not Foreseeable Physical Obstructions or Conditions".
- (iii) Any action under Clause 10 "Performance Security" and Clauses 21, 23, 24 & 25 "Insurance" of sorts.
- (iv) Any action under Clause 40 "Suspension".
- (v) Any action under Clause 44 "Extension of Time for Completion".
- (vi) Any action under Clause 47 "Liquidated Damages for Delay" or Payment of Bonus for Early Completion of Works (PCC Sub-Clause 47.3).
- (vii) Issuance of "Taking Over Certificate" under Clause 48.

- (viii) Issuing a Variation Order under Clause 51 ,except:
 - a) in an emergency* situation, as stated herebelow, or
 - b) if such variation would increase the Contract Price by less than the amount stated in the Appendix-A to Bid.
- (ix) Fixing rates or prices under Clause 52.
- (x) Extra payment as a result of Contractor's claims under Clause 53.
- (xi) Release of Retention Money to the Contractor under Sub-Clause 60.3 "Payment of Retention Money".
- (xii) Issuance of "Final Payment Certificate" under Sub-Clause 60.8.
- (xiii) Issuance of "Defect Liability Certificate" under Sub-Clause 62.1.
- (xiv) Any change in the ratios of Contract currency proportions and payments thereof under Clause 72 "Currency and Rate of Exchange".

(Note: Procuring Agency may further vary according to need of the project)

* (If in the opinion of the Engineer an emergency occurs affecting the safety of life or of the Works or of adjoining property, the Engineer may, without relieving the Contractor of any of his duties and responsibilities under the Contract, instruct the Contractor to execute all such work or to do all such things as may, in the opinion of the Engineer, be necessary to abate or reduce the risk. The Contractor shall forthwith comply with any such instruction of the Engineer. The Engineer shall determine an addition to the Contract Price, in respect of such instruction, in accordance with Clause 52 and shall notify the Contractor accordingly, with a copy to the Procuring Agency.)

2.2 Engineer's Representative

The following paragraph is added:

The Procuring Agency shall ensure that the Engineer's Representative is a professional engineer as defined in the Pakistan Engineering Council Act 1975 (V of 1976)

The following Sub-Clauses 2.7 and 2.8 are added:

2.7 Engineer Not Liable

Approval, reviews and inspection by the Engineer of any part of the Works does not relieve the Contractor from his sole responsibility and liability for the supply of materials, plant and equipment for construction of the Works and their parts in accordance with the Contract and neither the Engineer's authority to act nor any decision made by him in good faith as provided for under the Contract whether to exercise or not to exercise such authority shall give rise to any duty or responsibility of the Engineer to the Contractor, any Subcontractor, any of their representatives or employees or any other person performing any portion of the Works.

2.8 Replacement of the Engineer

"If the Procuring Agency intends to replace the Engineer, the Procuring Agency shall, not less than 14 days before the intended date of replacement, give notice to the Contractor, of the name, address and relevant experience of the intended replacement Engineer. The Procuring Agency shall not replace the Engineer with a person against whom the Contractor raises reasonable objection by notice to the Procuring Agency, with supporting particulars."

5.1 Language(s) and Law

- (a) The Contract Documents, shall be drawn up in the English language.
- (b) The Contract shall be subject to the Laws of Islamic Republic of Pakistan.

5.2 Priority of Contract Documents

The documents listed at (1) to (6) of the Sub-Clause are deleted and substituted with the following:

- (1) The Contract Agreement (if completed);
- (2) The Letter of Acceptance;
- (3) The completed Form of Bid;
- (4) Special Stipulations (Appendix-A to Bid);
- (5) The Particular Conditions of Contract – Part II;
- (6) The General Conditions – Part I;
- (7) The priced Bill of Quantities (Appendix-D to Bid);
- (8) The completed Appendices to Bid (B, C, E to L);
- (9) The Drawings;
- (10) The Specifications; and
- (11) _____ (any other).

In case of discrepancies between drawings, those of larger scale shall govern unless they are superseded by a drawing of later date regardless of scale. All Drawings and Specifications shall be interpreted in conformity with the Contract and these Conditions. Addendum, if any, shall be deemed to have been incorporated at the appropriate places in the documents forming the Contract.

The following Sub-Clauses 6.6 and 6.7 are added:

6.6 Shop Drawings

The Contractor shall submit to the Engineer for review 3 copies of all shop and erection drawings applicable to this Contract as per provision of relevant Sub-Clause of the Contract.

Review and approval by the Engineer shall not be construed as a complete check but will indicate only that the general method of construction and detailing is satisfactory and that the Engineer's review or approval shall not relieve the Contractor of any of his responsibilities under the Contract.

6.7 As-Built Drawings

At the completion of the Works under the Contract, the Contractor shall furnish to the Engineer 6 copies and one reproducible of all drawings amended to conform with the Works as built. The price of such Drawings shall be deemed to be included in the Contract Price.

10.4 Performance Security Binding on Variations and Changes

The Performance Security shall be binding irrespective of changes in the quantities or variations in the Works or extensions in Time for Completion of the Works which are granted or agreed upon under the provisions of the Contract.

14.1 Programme to be Submitted

The programme shall be submitted within 14 days from the date of receipt of Letter of Acceptance, which shall be in the form of:

- i) a Bar Chart identifying the critical activities.
- ii) a CPM identifying the critical path/activities.
(Procuring Agency to select appropriate one)

14.3 Cash Flow Estimate to be Submitted

The detailed Cash Flow Estimate shall be submitted within 14 days from the date of receipt of Letter of Acceptance

The following Sub-Clause 14.5 is added:

14.5 Detailed Programme and Monthly Progress Report

- a) For purposes of Sub-Clause 14.1, the Contractor shall submit to the Engineer detailed programme for the following:
 - (1) Execution of Works;
 - (2) Labour Employment;
 - (3) Local Material Procurement;
 - (4) Material Imports, if any; and
 - (5) Other details as required by the Engineer.
- (b) During the period of the Contract, the Contractor shall submit to the Engineer not later than the 8th day of the following month, 10 copies each of Monthly Progress Reports covering:
 - (1) A Construction Schedule indicating the monthly progress in percentage;
 - (2) Description of all work carried out since the last report;
 - (3) Description of the work planned for the next 56 days sufficiently detailed to enable the Engineer to determine his programme of inspection and testing;
 - (4) Monthly summary of daily job record;
 - (5) Photographs to illustrate progress ;and
 - (6) Information about problems and difficulties encountered, if any, and proposals to overcome the same.
- (c) During the period of the Contract, the Contractor shall keep a daily record of the work progress, which shall be made available to the Engineer as and when requested. The daily record shall include particulars of weather conditions, number of men working, deliveries of materials, quantity, location and assignment of Contractor's equipment.

The following Sub-Clauses 15.2 and 15.3 are added:

15.2 Language Ability of Contractor's Representative

The Contractor's authorised representative shall be fluent in the English language. Alternately an interpreter with ability of English language shall be provided by the Contractor on full time basis.

15.3 Contractor's Representative

The Contractor's authorised representative and his other professional engineers working at Site shall register themselves with the Pakistan Engineering Council.

The Contractor's authorised representative at Site shall be authorised to exercise adequate administrative and financial powers on behalf of the Contractor so as to achieve completion of the Works as per the Contract.

The following Sub-Clauses 16.3 and 16.4 are added:

16.3 Language Ability of Superintending Staff of Contractor

A reasonable proportion of the Contractor's superintending staff shall have a working knowledge of the English language. If the Contractor's superintending staff are not fluent in English language, the Contractor shall make competent interpreters available during all working hours in a number deemed sufficient by the Engineer.

16.4 Employment of Local Personnel

The Contractor is encouraged, to the extent practicable and reasonable, to employ staff and labour from sources within Pakistan.

The following Sub-Clauses 19.3 and 19.4 are added:

19.3 Safety Precautions

In order to provide for the safety, health and welfare of persons, and for prevention of damage of any kind, all operations for the purposes of or in connection with the Contract shall be carried out in compliance with the Safety Requirements of the Government of Pakistan with such modifications thereto as the Engineer may authorise or direct and the Contractor shall take or cause to be taken such further measures and comply with such further requirements as the Engineer may determine to be reasonably necessary for such purpose.

The Contractor shall make, maintain and submit reports to the Engineer concerning safety, health and welfare of persons and damage to property, as the Engineer may from time to time prescribe.

19.4 Lighting Work at Night

In the event of work being carried out at night, the Contractor shall at his own cost, provide and maintain such good and sufficient light as will enable the work to proceed satisfactorily and without danger. The approaches to the Site and the Works where the night-work is being carried out shall be sufficiently lighted. All arrangement adopted for such lighting shall be to the satisfaction of the Engineer's Representative.

20.4 Procuring Agency's Risks

The Procuring Agency's risks are:

Delete the text and substitute with the following:

- (a) insofar as they directly affect the execution of the Works in Pakistan:
 - (i) war and hostilities (whether war be declared or not), invasion, act of foreign enemies,
 - (ii) rebellion, revolution, insurrection, or military or usurped power, or civil war,
 - (iii) ionizing radiations, or contamination by radioactivity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof,
 - (iv) pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds,
 - (v) riot, commotion or disorder, unless solely restricted to the employees of the Contractor or of his Subcontractors and arising from the conduct of the Works;
- (b) loss or damage due to the use or occupation by the Procuring Agency of any Section or part of the Permanent Works, except as may be provided for in the Contract;
- (c) loss or damage to the extent that it is due to the design of the Works, other than any part of the design provided by the Contractor or for which the Contractor is responsible; and
- (d) any operation of the forces of nature (insofar as it occurs on the Site) which an experienced contractor:
 - (i) could not have reasonably foreseen, or
 - (ii) could reasonably have foreseen, but against which he could not reasonably have taken at least one of the following measures:
 - (a) prevent loss or damage to physical property from occurring by taking appropriate measures, or
 - (b) insure against.

21.4 Exclusions

The text is deleted and substituted with the following:

There shall be no obligation for the insurances in Sub-Clause 21.1 to include loss or damage caused by the risks listed under Sub-Clause 20.4 paras (a) (i) to (iv).

The following Sub-Clause 25.5 is added:

25.5 Insurance Company

The Contractor shall be obliged to place all insurances relating to the Contract (including, but not limited to, the insurances referred to in Clauses 21, 23 and 24) with either National Insurance Company of Pakistan or any other insurance company operating in Pakistan and acceptable to the Procuring Agency.

Costs of such insurances shall be borne by the Contractor.

The following Sub-Clause 31.3 is added:

31.3 Co-operation with other Contractors

During the execution of the Works, the Contractor shall co-operate fully with other contractors working for the Procuring Agency at and in the vicinity of the Site and also shall provide adequate precautionary facilities not to make himself a nuisance to local residents and other contractors.

The following Sub-Clauses 34.2 to 34.12 are added:

34.2 Rates of Wages and Conditions of Labour

The Contractor shall pay rates of wages and observe conditions of labour not less favourable than those established for the trade or industry where the work is carried out. In the absence of any rates of wages or conditions of labour so established, the Contractor shall pay rates of wages and observe conditions of labour which are not less favourable than the general level of wages and conditions observed by other Procuring Agencies whose general circumstances in the trade or in industry in which the Contractor is engaged are similar.

34.3 Employment of Persons in the Service of Others

The Contractor shall not recruit his staff and labour from amongst the persons in the services of the Procuring Agency or the Engineer; except with the prior written consent of the Procuring Agency or the Engineer, as the case may be.

34.4 Housing for Labour

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

34.5 Health and Safety

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

34.6 Epidemics

In the event of any outbreak of illness of an epidemic nature, the Contractor shall comply with and carry out such regulations, orders and requirements as may be made by the Government, or the local medical or sanitary authorities, for purpose of dealing with and overcoming the same.

34.7 Supply of Water

The Contractor shall, so far as is reasonably practicable, having regard to local conditions, provide on the Site, to the satisfaction of the Engineer or his representative, adequate supply of drinking and other water for the use of his staff and labour.

34.8 Alcoholic Liquor or Drugs

The Contractor shall not, otherwise than in accordance with the Statutes, Ordinances and Government Regulations or Orders for the time being in force, import, sell, give, barter or otherwise dispose of any alcoholic liquor or drugs, or permit or suffer any such importation, sale, gift, barter or disposal by his Subcontractors, agents, staff or labour.

34.9 Arms and Ammunition

The Contractor shall not give, or otherwise dispose of to any person or persons, any arms or ammunition of any kind or permit or suffer the same as aforesaid.

34.10 Festivals and Religious Customs

The Contractor shall in all dealings with his staff and labour have due regard to all recognised festivals, days of rest and religious and other customs.

34.11 Disorderly Conduct

The Contractor shall at all times take all reasonable precautions to prevent any unlawful, riotous or disorderly conduct by or amongst staff and labour and for the preservation of peace and protection of persons and property in the neighbourhood of the Works against the same.

34.12 Compliance by Subcontractors

The Contractor shall be responsible for compliance by his Subcontractors of the provisions of this Clause.

The following Sub-Clauses 35.2 and 35.3 are added:

35.2 Records of Safety and Health

The Contractor shall maintain such records and make such reports concerning safety, health and welfare of persons and damage to property as the Engineer may from time to time prescribe.

35.3 Reporting of Accidents

The Contractor shall report to the Engineer details of any accident as soon as possible after its occurrence. In the case of any fatality or serious accident, the Contractor shall, in addition, notify the Engineer immediately by the quickest available means.

The following Sub-Clause 36.6 is added:

36.6 Use of Pakistani Materials and Services

The Contractor shall, so far as may be consistent with the Contract, make the maximum use of materials, supplies, plant and equipment indigenous to or produced or fabricated in Pakistan and services, available in Pakistan provided such materials, supplies, plant, equipment and services shall be of required standard.

41.1 Commencement of Works

The text is deleted and substituted with the following:

The Contractor shall commence the Works on Site within the period named in Appendix-A to Bid from the date of receipt by him from the Engineer of a written Notice to Commence. Thereafter, the Contractor shall proceed with the Works with due expedition and without delay.

The following Sub-Clause 47.3 is added:

47.3 Bonus for Early Completion of Works

The Contractor shall in case of earlier completion for either whole or part(s) of the Works pursuant to Sub-Clauses 48.1 and 48.2(a) respectively of the General Conditions of Contract, be paid bonus up to a limit and at a rate equivalent to 50% of the relevant limit and rate of liquidated damages prescribed in Appendix-A to Bid "Special Stipulations".

48.2 Taking Over of Sections or Parts

For the purposes of para (a) of this Sub-Clause, separate Times for Completion shall be provided in the Appendix-A to Bid "Special Stipulations".

51.2 Instructions for Variations

At the end of the first sentence, after the word "Engineer", the words "in writing" are added.

52.1 Valuation of Variations

In the tenth line, after the words "Engineer shall" the following is added:
within a period not exceeding one-eighth of the completion time subject to a minimum of 56 days from the date of disagreement whichever is later.

53.4 Failure to Comply

This Sub-Clause is deleted in its entirety.

54.5 Conditions of Hire of Contractor's Equipment

The following paragraph is added:

The Contractor shall, upon request by the Engineer at any time in relation to any item of hired Contractor's Equipment, forthwith notify the Engineer in writing the name and address of the Owner of the equipment and shall certify that the agreement for the hire thereof contains a provision in accordance with the requirements set forth above.

The following Sub-Clauses 59.4 & 59.5 are added:

59.4 Payments to Nominated Subcontractors

The Contractor shall pay to the nominated Subcontractor the amounts which the Engineer certifies to be due in accordance with the subcontract. These amounts plus other charges shall be included in the Contract Price in accordance with Clause 58 [Provisional Sums], except as stated in Sub-Clause 59.5 [Certification of Payments].

59.5 Certification of Payments & Nominated Subcontractors

Before issuing a Payment Certificate which includes an amount payable to a nominated Subcontractor, the Engineer may request the Contractor to supply reasonable evidence that the nominated Subcontractor has received all amounts due in accordance with previous Payment Certificates, less applicable deductions for retention or otherwise. Unless the Contractor:

- a) submits reasonable evidence to the Engineer, or
- b)
 - i) satisfies the Engineer in writing that the Contractor is reasonably entitled to withhold or refuse to pay these amounts, and
 - ii) submits to the Engineer reasonable evidence that the nominated Subcontractor has been notified of the Contractor's entitlement,

then the Procuring Agency may (at his sole discretion) pay direct to the nominated Subcontractor, part or all of such amounts previously certified (less applicable deductions) as are due to the nominated Subcontractor and for which the Contractor has failed to submit the evidence described in sub-paragraphs (a) or (b) above. The Contractor shall then repay, to the Procuring Agency, the amount which the nominated Subcontractor was directly paid by the Procuring Agency.

60.1 Monthly Statements

In the first line after the word "shall", the following is added:

"on the basis of the joint measurement of work done under Clause 56.1,"

In Para (c) the words "the Appendix to Tender" are deleted and substituted with the words " Sub-Cause 60.11 (a)(6) hereof".

(in case Clause 60.11 is applicable)

60.2 Monthly Payments

In the first line, "28" is substituted by "14".

60.11 Secured Advance on Materials

- a) The Contractor shall be entitled to receive from the Procuring Agency Secured Advance against an indemnity bond 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:
- (1) The materials are in accordance with the Specifications for the Permanent Works;
 - (2) Such materials have been delivered to the Site and are properly stored and protected against loss or damage or deterioration to the satisfaction of the Engineer but at the risk and cost of the Contractor;
 - (3) 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;
 - (4) 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 therefor;
 - (5) 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; and
 - (6) 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 other materials.
- (b) The recovery of Secured Advance paid to the Contractor under the above provisions shall be effected from the monthly payments on actual consumption basis.

60.11 Financial Assistance to Contractor

Financial assistance shall be made available to the Contractor by the Procuring Agency by adopting any one of the following three Alternatives:

(Appropriate alternative only to be retained)

Alternative One: Mobilization Advance

- (a) An interest-free Mobilization Advance up to 15 % of the Contract Price stated in the Letter of Acceptance shall be paid by the Procuring Agency to the Contractor in two equal parts upon submission by the Contractor of a Mobilization Advance Guarantee/Bond for the full amount of the Advance in the specified form from a Scheduled Bank in Pakistan or an insurance company acceptable to the Procuring Agency:
- (1) First part within 14 days after signing the Contract Agreement or date of receipt of Engineer's Notice to commence, whichever is earlier; and
 - (2) Second part within 42 days from the date of payment of the first part, subject to the satisfaction of the Engineer as to the state of mobilization of the Contractor.
- (b) This Advance shall be recovered in equal instalments; first instalment at the expiry of third month after the date of payment of first part of Advance and the last instalment 6 months before the date of completion of the Works as per Clause 43 hereof.

Alternative Two: Mobilization/ Demobilization Cost

Mobilization Cost shall be paid to the Contractor as a part of the Billed Bill of Quantities. This cost shall not exceed 10 % of the Tender Price and shall be paid to the Contractor as follows:

- (i) 80 % of the Mobilization Cost shall be paid for mobilization at Site. This payment shall be in three stages as follows:
- Stage I: 20 % of Mobilization Cost upon obtaining and furnishing of Performance Security and insurance policies and construction of camp and housing facilities as required under the Contract;
- Stage II: 30 % of Mobilization Cost upon providing & installing preliminary requirements of Contractor's Equipment, materials and temporary structures for the commencement of Works to the satisfaction of the Engineer and achieving 3 % value of the Works (excluding payment under Stage-I);
- Stage III: 30 % of Mobilization Cost upon providing balance Contractor's Equipment to complete full requirement for the entire work and after achievement of progress to the extent of 6 % value of the Works (excluding payments under Stages I and II); and
- (ii) 20 % of Mobilization Cost shall be paid for operation and maintenance of the constructed facilities and for demobilization as per schedule of payment to be submitted by the Contractor in accordance with Clause 57.2 and approved by the Engineer.

Alternative Three: Materials Supplied by Procuring Agency

The Procuring Agency shall supply to the Contractor materials, like cement, steel, bitumen or any other material whichever deemed necessary to complete the project; and the cost thereof shall be recovered from the Contractor through monthly statements on the basis of actual consumption.

The list of materials, quantities and rates to be charged to the Contractor shall be provided alongwith Appendix-A to Bid "Special Stipulations".
(Procuring Agency may opt either "Secured Advance on Materials" or "Financial Assistance to Contractor")

63.1 Default of Contractor

The following para is added at the end of the Sub-Clause:

Provided further that in addition to the action taken by the Procuring Agency against the Contractor under this Clause, the Procuring Agency may also refer the case of default of the Contractor to Pakistan Engineering Council for punitive action under the Construction and Operation of Engineering Works Bye-Laws 1987, as amended from time to time.

65.2 Special Risks

The text is deleted and substituted with the following:
The Special Risks are the risks defined under Sub-Clause 20.4 sub paragraphs (a) (i) to (a) (v).

67.3 Arbitration

In the sixth to eight lines, the words "shall be finally settled appointed under such Rules" are deleted and substituted with the following:

shall be finally settled under the provisions of the Arbitration Act, 1940 as amended or any statutory modification or re-enactment thereof for the time being in force.

The following paragraph is added:
The place of arbitration shall be Karachi Pakistan.

68.1 Notice to Contractor

The following paragraph is added:

For the purposes of this Sub-Clause, the Contractor shall, immediately after receipt of Letter of Acceptance, intimate in writing to the Procuring Agency and the Engineer by registered post, the address of his principal place of business or any change in such address during the period of the Contract.

68.2 Notice to Procuring Agency and Engineer

For the purposes of this Sub-Clause, the respective address are:

- a) The Procuring Agency :
Sindh Madressatul Islam University, Aiwan-e-Tijarat Road, Karachi

- b) The Engineer:
EA Consulting Pvt. Ltd., AL-9, 15th Lane, Khayaban-e-Hilal, Phase-VII, DHA, Karachi

73.1 Payment of Income Tax

The Contractor, Subcontractors and their employees shall be responsible for payment of all their income tax, super tax, tax on services, GST and other taxes on income arising out of the Contract and the rates and prices stated in the Contract shall be deemed to cover all such taxes. All prices are inclusive income tax, sales tax, tax on services and other taxes.

73.2 Customs Duty & Taxes

(Procuring Agency may incorporate provisions where applicable)

74.1 Integrity Pact

If the Contractor or any of his Subcontractors, agents or servants is found to have violated or involved in violation of the Integrity Pact signed by the Contractor as Appendix-L 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 Subcontractors, 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 Subcontractors, agents or servants.

The termination under Sub-Para (b) of this Sub-Clause shall proceed in the manner prescribed under Sub-Clauses 63.1 to 63.4 and the payment under Sub-Clause 63.3 shall be made after having deducted the amounts due to the Procuring Agency under Sub-Para (a) and (c) of this Sub-Clause.

75.1 Termination of Contract for Procuring Agency's Convenience

The Procuring Agency shall be entitled to terminate the Contract at any time for the Procuring Agency's convenience after giving 56 days prior notice to the Contractor, with a copy to the Engineer. In the event of such termination, the Contractor:

- (a) shall proceed as provided in Sub-Clause 65.7 hereof; and
- (b) shall be paid by the Procuring Agency as provided in Sub-Clause 65.8 hereof.

76.1 Liability of Contractor

The Contractor or his Subcontractors or assigns shall follow strictly, all relevant labour laws including the Workmen's Compensation Act and the Procuring Agency shall be fully indemnified for all claims, damages etc. arising out of any dispute between the Contractor, his Subcontractors or assigns and the labour employed by them.

77.1 Joint and Several Liability

If the Contractor is a joint venture of two or more persons, all such persons shall be jointly and severally bound to the Procuring Agency for the fulfilment of the terms of the Contract and shall designate one of such persons to act as leader with authority to bind the joint venture. The composition or the constitution of the joint venture shall not be altered without the prior consent of the Procuring Agency.

78.1 Details to be Confidential

The Contractor shall treat the details of the Contract as private and confidential, save in so far as may be necessary for the purposes thereof, and shall not publish or disclose the same or any particulars thereof in any trade or technical paper or elsewhere without the prior consent in writing of the Procuring Agency or the Engineer. If any dispute arises as to the necessity of any publication or disclosure for the purpose of the Contract, the same shall be referred to the decision of the Engineer whose award shall be final.

SPECIFICATIONS - SPECIAL PROVISION

1. DESCRIPTION OF PROJECT

1.1 GENERAL

The employer intends to Develop SMIU Model School & University Academic Block at SMIU City Campus, Karachi.

2. THE SITE

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

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

3. WORK UNDER THE CONTRACT

3.1 General Description

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

4. GENERAL RULES OF SPECIFICATIONS

a) Specification or as specified

Specification or as specified refers to the specifications outlined in these Documents and where no specifications are available for any work or where the same are found not applicable then the relevant applicable ASTM or BSS specifications or equivalent standards shall apply in the same order.

Any time for which no specifications are outlined but which are identified in drawings shall be completed accordingly to the standards as per ASTM/BSS these include items that may be added in the future. The Employer/ Employer's representative may supplement such specifications during the progress of work. All materials and processes used for these items shall be subject to standard testing and if found below the pertinent ASTM/BSS standards, shall be removed from the site immediately at the contractor's expense.

b) Standards and codes

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

c) Material and process

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

d) Equivalent Material, Process etc.

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

e) Approved, Directed Instructed

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

f) Alternatives

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

g) Catalogues/Standards/Manufacturer's Instructions, etc.

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

h) Applicability

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

5. DRAWINGS

5.1 Tender Drawings

Tender Drawings issued with the Tender Documents called Tender Drawings; show scope of the work to be performed by the contractor. The Drawings are generally in sufficient details so as to be used as a basis for construction, fabrication and for placing under Sub-Clause 5.2 hereof.

5.2 Construction Drawings, Supplementary Drawings

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

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

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

5.3 Definition of Term Drawings

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

5.4 Checking of Drawings

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

5.5 Copies of Drawings

Drawings will be issued to the contractor as described below.

5.6 Tender Drawings

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

5.7 Construction Drawings/ Supplementary Drawings

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

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

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

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

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

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

6 NOT USED

7. APPROVAL OF MATERIALS AND PLANT

7.1 Quantity of Materials

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

7.2 Submission of Samples and Data.

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

7.3 Testing

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

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

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

7.4 Testing Laboratory Certificates.

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

7.5 Inspection

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

7.6 Approved Sample at Site.

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

7.7 Site laboratory.

The contractor shall establish a Site Laboratory for the purpose for necessary testing. The laboratory equipped shall remain the contractors property at all times.

8. CONSTRUCTION SCHEDULE

8.1 Submittal Date

The programme of works submitted by the Contractor in accordance with Clause 14 Programme to be submitted in the form of a detailed schedule based on a computerized network analysis covering all construction activities indicating critical activities with critical path resource scheduling for contractor's equipment material and labor within the period stated in the Appendix A to Tender. All the milestones shall be clearly identified.

8.2 Requirements

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

Each summary or detailed schedule shall consist of a bar chart and time scaled network. The schedule start and finish times for all activities on the bar charts shall agree with those in the network. All inter-relationships and inter-dependencies between structures shall be clearly indicated on the schedules.

The network shall show the order and interdependences of activities planned by the contractor and shall be time – scaled accordingly to calendar dates.

8.3 Monthly Reports.

Each month the Contractor shall submit a report consisting of:

- Copies of the bar charts for the current phase with both actual progress and scheduled progress shown.
- Network analysis tabulations as in Sub-Clause 8.3 above, reflecting actual start date and finish dates where applicable.
- A narrative report discussing any significant deviations from the schedule and, if necessary explaining the steps proposed to be taken to maintain the approved schedule.

9. SITE OFFICE AND TEMPORARY FACILITIES TO BE PROVIDED BY THE CONTRACTOR

9.1 Notice Board

The Contractor shall erect and maintain at the site in location to be approved by the Engineer 3 Sign Boards 8' x 6' for painting the name of Work name of client, name of Consultants, name of Contractor and Project Cost on Both side. The notice board shall comprise of the following;

Frame of 3" dia GI pipe properly painted as per direction of the Engineer.

2 Nos. Posts of 3" Dia GI Pipe 4' above ground and 4' below ground embedded in 1:2:4 cc 2'x2'x4' with proper arrangement of anchorage and brasses.

5 Nos. MS/ Polyvinyl sheets 9" wide and 1 No. 12" wide, 8 ' long each fixed with the pipe frame with 3" gap between each strip.

Background painted in white with synthetic enamel paint on both sides.

Alphabets of appropriate size as approve by the Engineer in reflective paint.

9.2 Engineer's Office

The Contractor shall with Seven (7) days of the issue of Commencement Notice provide an office accommodation for the Consultant/ Engineer at Site of the project. The accommodation comprising covered area of not less than sixty 60 square meters. The office accommodation will be arranged by the contractor as per requirement of the Engineer.

The office accommodation shall have two (2) air conditioners 1.5 tons one fridge 6 cft and furniture as approved by the consultant. The contractor proposed office for Engineer shall be subject to the approval of the Engineer. The Contractor shall maintain this office and all charges including providing and maintaining not limited to the utilities like electricity, telephone, water supply and sewerage and janitorial services and messenger and tea boy etc., shall be borne by the contractor.

10. OTHER FACILITIES FOR ENGINEER'S PERSONAL TO BE PROVIDED BY THE CONTRACTOR.

The contractor shall cause to furnish operate and maintain TWO independent motor vehicle (1000 cc Air Conditioned Car new Suzuki Cultus or equivalent) for the exclusive use of the Consultant/ Engineer to meet their transportation needs.

The vehicles shall be available at all times during the scheduled contract period, commencing from the date of issuance of Engineer's Notice to commence the works till completion of works in respect. In case the scheduled contract period is extended due to any reason, the Contractor shall continue the transport facilities till the completion period of the project in all respect.

The Contractor shall furnish, supply and provide as may be necessary without the specific direction of the Engineer, all fuel, lubricants, tires and other supplies at all times of the vehicles during the schedule and extended construction period. The Contract Price shall be deemed to have included an amount of 200 liters of petrol per month and Rs. 5000 per month per vehicle for other lubricants/regular servicing etc. for complete duration of work including the extended period.

The Contract price shall be deemed to be include costs of all the above facilities. In case the contractor fails to provide any of the above facilities within the specified period, the same will be provided by the Consultants at their own till the same is made available and the expenses of this account will be recovered from the bills of the contractor along with 10% overhead charges for arrangement of the facilities.

11 SAFETY

11.1 Accident prevention, protective equipment.

The contractor shall comply and enforce compliance by all his sub-contractors with the highest standards of safety and accident prevention and compliance with all applicable laws, ordinance and statutory provisions.

Where overhead work is being carried out warning signs shall be installed at ground level clearly warning of the overhead work.

All warning signs shall be in two languages, English and Urdu, and shall at all times be maintained in a cleaned and legible condition, to the satisfaction of the Engineer.

Trash shall be removed at frequent intervals to the satisfaction of the Engineer.

12. PAYMENTS FOR WORK REQUIRED BY SPECIAL PROVISIONS

Unless otherwise specifically stated in the Contract, the price of all work required by the Special Provision shall be deemed considered to be included in the contract price.

13. Materials obtained from excavation will be the property of the employer. Serviceable materials are to be stacked in places pointed out by the Engineer-in-charge. The Contractor undertakes to have the site clean and free from rubbish to the satisfaction of the Engineer. All surplus materials, rubbish etc; will be removed to places to be fixed by the Engineer and nothing extra will be paid for this.
14. On completion of the work or earlier as directed by the Engineer, the Contractor shall remove all temporary structure (Godowns, site offices, etc.) erected by him at the site of work. He shall fill tanks dug out by him at site, remove all debris and other materials like surplus sand, stone ballast, rubbish etc.; and in short, shall leave the site in a neat and tidy condition.
15. The Contractors in the course of their work should understand that all materials (e.g. , stone and other materials) obtained in the work or dismantling, excavation, etc., will be considered as Employer's property and issued to the contractor (if they require the same for their own use) at rates approved by the Engineer. If the materials are not required by them they will be disposed of in the interest of the Employer.
17. The Contractor shall inspect the site of works and acquaint himself with the nature and requirements of the work, facilities of access for materials, removal of rubbish, cost of carriage, nature of strata, etc., before submitting the Bid.
18. The Contractor shall have to make proper arrangements for road crossing barriers during work hours in the day time as well as in the night when danger lights will have be provided on either ends at his own cost and no extra cost will be paid. Sufficient barricades and red lights will be provided by the Contractor where required to avoid the chances of accidents.

In case an accident occurs for failure on the part of the contractor, he shall be entirely responsible for the consequences.

19. No material shall be removed from the site without the written permission of the Engineer.
20. Dewatering including shoring wherever so required for any foundation area, pumping, bailing out water, drainage of water within plot areas if any shall be deemed to have been included in the rates quoted by the tenderers and no extra payment will be made.
21. The contractor shall execute all works so their own cost for diversion of water away from the plot as per site requirements to have full satisfaction of Engineer in charge and no additional payment will be made on this account.
22. The Engineer reserves the right to select all materials and the type, grade, heating, capacity and quantity of proportion of any or all materials as required for a particular work. The decision of Engineer in this respect shall be final and binding on the contractor. The rejects on the materials must be carted at his own cost. If the rejected materials are not removed in within one month of its rejection the materials will become the property of the Employer or will be removed at the contractors cost.

23. Attendance of Meetings

The contractor shall attend and cause his sub-contractors to attend any or all meetings when called by the Employer or the Engineer or his representative to discuss progress of the work and other matters related to the work and the Contract, without any compensation from the Employer.

The contractor shall bear all expenses of the Employer and his agents and representatives and the Engineer, his agents and representative if requested by the contractor for any meetings, instructions and approvals away from the site.

The proceedings of the Meetings shall be recorded by the Engineer which shall form part of the Contract.

24. Document not to be altered or mutilated.

No alteration or mutilation shall be made in the form of bid or in any of the documents attached to it. Any comments which it is desired to make shall not be placed on any of the documents attached hereto, but shall not be placed on any of the documents, but shall take the form of separate statement shall be as brief as possible and referenced to items, clauses and pages of the annexed documents.

25. First Aid Facilities

The Contractor shall provide and maintain adequate First Aid Facilities at all times, convenient to the site approval of the Employer.

26. Report in Progress of Work and Photographs

The contractor shall during the execution of the work, submit to the Employer (3 Copies) and Engineer (2 Copies) so as to reach them in the first week of every calendar month, a report on the actual progress of the works attained by him during the preceding month fully supported with color photographs of acceptable sizes depicting the complete stages of the works. The submitted photographs shall clearly show the date and year on the lower bottom of photographs.