

Part I - General Conditions of Contract

Notes on the Conditions of Contract

The Conditions of Contract comprise two parts:

- (a) Part I - General Conditions of Contract**
- (b) Part II - Conditions of Particular Application**

Over the years, a number of “model” General Conditions of Contract have evolved. The one used in these Standard Bidding Documents was prepared by the International Federation of Consulting Engineers (Federation Internationale des Ingenieurs-Conseils, or FIDIC), and is commonly known as the FIDIC Conditions of Contract. (The used version is the fourth edition, 1987, reprinted in 1992 with further amendments).

The FIDIC Conditions of Contract have been prepared for an admeasurement (unit price or unit rate) type of contract, and cannot be used without major modifications for other types of contract, such as lump sum, turnkey, or target cost contracts.

The standard text of the General Conditions of Contract chosen must be retained intact to facilitate its reading and interpretation by bidders and its review by the Client. Any amendments and additions to the General Conditions, specific to the contract in hand, should be introduced in the Conditions of Particular Application, in Part IIA and/or Part IIB.

The use of standard conditions of contract for all civil Works will ensure comprehensiveness of coverage, better balance of rights or obligations between Employer and Contractor, general acceptability of its provisions, and savings in time and cost for bid preparation and review, leading to more economic prices.

The FIDIC Conditions of Contract are copyrighted and may not be copied, faxed, or reproduced. Without taking any responsibility of its being accurate, Pakistan Engineering Council with prior consent of FIDIC Secretariat, has reproduced herein the FIDIC General Conditions of Contract for reference purpose only which cannot be used by the users for preparing their bidding documents. The bidding document may include a purchased copy, the cost of which can be retrieved as part of the selling price of the bidding document. Alternatively, the FIDIC Conditions of Contract can be referred to in the bidding documents, and the bidders are advised to obtain copies directly from FIDIC.*

* Add the following text if the bidding documents, as issued, do not include a copy:

“Copies of the FIDIC Conditions of Contract can be obtained from:
FIDIC Secretariat
P.O. Box 86
1000 Lausanne 12
Switzerland

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**INVITATION
TO
TENDERERS**

INVITATION TO TENDERERS

Date : _____

Loan / Credit No. _____

Tender Reference No. : _____

1. The _____ (the “Employer”) has applied
(Name of the Employer)
for/received a loan/credit from the _____ in various currencies
(Name of Funding Agency/GOP/Provincial Govt/Any Other)
towards the cost of _____ and it is
(Name of Project)
intended that part of the proceeds of the loan /credit will be applied to eligible payments
under the contract for _____. Tendering is open to all pre-qualified
tenderers.
2. The employer invites sealed tenders from eligible tenderers for the construction and
completion of _____.
(Brief description of the works)
3. Tenderers may obtain further information from, inspect at and acquire the Tender
Documents from
the Office of the Employer, at _____
(Mailing Address)

4. Copies of Tender Documents may be purchased by interested tenderers on submission of a
written application to the above office and upon payment of a non-refundable fee of Rs.
_____ each.
(Insert Amount)

5. All tenders must be accompanied by a security in the amount of Rs. _____ (Rupees _____) or an equivalent amount in a freely convertible currency, _____ and _____ must _____ be _____ delivered _____ to _____.

(Indicate Address and Exact Location)

at or before _____ hours, on _____ (Date). Tenders will be opened at _____ hours on _____ (Date) in the presence of tenderers representatives who choose to attend.

**INSTRUCTIONS
TO
TENDERERS**

INSTRUCTIONS TO TENDERERS

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

A. GENERAL

IT.1 Scope of Tender

- 1.1 The Employer as defined in the Tendering Data hereinafter called “the Employer” wishes to receive tenders for the construction and completion of works as described in these Tender Documents, and summarised in the Tendering Data hereinafter referred to as the “Works”.
- 1.2 The successful tenderer will be expected to complete the Works within the time specified in Appendix- A to Tender.

IT.2 Source of Funds

- 2.1 The Employer has applied for or received a loan or credit from the source (s) indicated in the Tendering Data in various currencies towards the cost of the project specified in the Tendering Data and it is intended that part of the proceeds of this loan / credit will be applied to eligible payments under the Contract for which these Bidding Documents are issued.

IT.3 Eligible Tenderers

- 3.1 This Invitation to Tender is open to all tenderers meeting the following requirements:
 - a. Duly licensed by the Pakistan Engineering Council (PEC) in the category relevant to the value of the Works.
 - b. Duly prequalified / registered with the Employer

IT.4 One Tender per Tenderer

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

IT.5 Cost of Tendering

- 5.1 The tenderer shall bear all costs associated with the preparation and submission of their respective tenders and the Employer will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.

IT.6 Site Visit

- 6.1 The tenderers 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 tender and entering into a contract for construction of the Works. All cost in this respect shall be at the tenderer's own expense.
- 6.2 The Tenderers and any of their personnel or agents will be granted permission by the Employer to enter upon his premises and lands for the purpose of such inspection, but only upon the express condition that the tenderers, their personnel and agents, will release and indemnify the Employer, 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. TENDER DOCUMENTS**IT.7 Documents Comprising the Tender**

- 7.1 The Tender Documents are those stated below, and should be read in conjunction with any Addenda issued in accordance with Clause IT.9.
01. Instruction to Tenderers.
 02. Tendering Data
 03. Conditions of Contract, Part-I - General Conditions.
 04. Conditions of Contract, Part IIA - Conditions of Particular Application.
 05. Conditions of Contract, Part IIB - Conditions of Particular Application.
 06. Specifications - Special Provisions.
 07. Specifications - Technical Provisions.
 08. Forms of Tender & Appendices to Tender.
 09. Bill of Quantities.
 10. Form of Tender Security.
 11. Form of Agreement.
 12. Forms of Performance Security/Bond and Mobilization Advance Guarantee/Bond.
 13. Drawings.
- 7.2 The tenderers are expected to examine carefully the contents of all the above documents. Failure to comply with the requirements of tender submission will be at the Tenderers own risk. Pursuant to Clause IT.26, tenders which are not substantially responsive to the requirements of the Tender Documents will be rejected.

IT.8 Clarification of Tender Documents

- 8.1 Any prospective tenderer requiring any clarification (s) in respect of the Tender Documents may notify the Employer in writing at the Employer's address indicated in the Invitation to Tenderers. The Employer will respond to any request for clarification which he receives earlier than 28 days prior to the deadline for submission of tenders.

Copies of the Employer's response will be forwarded to all purchasers of the Tender Documents, including a description of the enquiry but without identifying its source.

IT.9 Amendment of Tender Documents

- 9.1 At any time prior to the deadline for submission of tenders, the Employer may, for any reason, whether at his own initiative or in response to a clarification requested by a prospective tenderer, modify the Tender Documents by issuing addendum.
- 9.2 Any addendum thus issued shall be part of the Tender Documents pursuant to Sub-Para 7.1 hereof and shall be communicated in writing to all purchasers of the Tender Documents. Prospective tenderers shall acknowledge receipt of each addendum in writing to the Employer.
- 9.3 To afford prospective tenderers reasonable time in which to take an addendum into account in preparing their tenders, the Employer may extend the deadline for submission of tenders in accordance with Clause IT.20

C. PREPARATION OF TENDERS

IT.10 Language of Tender

- 10.1 The tender and all correspondence and documents related to the tender exchanged by a tenderer and the Employer shall be in the bid language stipulated in the Tendering Data and conditions of Particular Application. Supporting documents and printed literature furnished by the tenderers may be in any other language provided the same are accompanied by an accurate translation of the relevant parts in the English language, in which case, for purposes of evaluation of the tender, the English translation shall prevail.

IT.11 Documents Accompanying the Tender

- 11.1 Each tenderer shall;
- (a) submit a written power of attorney authorizing the signatory of the tender to act for and on behalf of the tenderer; and

(b) update the information indicated and listed in the Tendering 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;
- (ii) Financial predictions for the current year and the two following years including the effect of known commitments;
- (iii) Work commitments since prequalification;
- (iv) Current litigation information; and
- (v) Availability of critical equipment.

11.2 Tenders submitted by a joint venture of two or more firms shall comply with the following requirements;

- (a) the tender and in case of a successful tender, the Form of 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 Employer 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 (b) above as well as in the Form of Tender and in the Form of Agreement (in case of a successful tender); and
- (e) a copy of the agreement entered into by the joint venture partners shall be submitted with the tender 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 Employer.

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

IT.12 Tender Prices

- 12.1 Unless stated otherwise in the Tender 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 tenderer.
- 12.2 The tenderers 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 tenderer will not be paid for by the Employer when executed and shall be deemed covered by rates and prices for other items in the Bill of Quantities.
- 12.3 All duties, taxes and other levies payable by the Contractor under the Contract, or for any other cause, as on the date 28 days prior to the deadline for submission of tenders shall be included in the rates and prices and the total Tender Price submitted by a tenderer.

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 Conditions of Particular Application - Part IIA.

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

IT.13 Currencies of Tender and Payment

- 13.1 The unit rates and the prices shall be quoted by the tenderer entirely in Pak rupees. A tenderer expecting to incur expenditures in other currencies for inputs to the Works supplied from outside the Employer's country (referred to as the "Foreign Currency Requirements") shall indicate the same in Appendix-B to Tender. The proportion of the Tender Price (excluding Provisional Sums) needed by him for the payment of such Foreign Currency Requirements either (i) entirely in the currency of the Tenderer's home country or, (ii) at the tenderer's option, entirely in Pak rupees provided always that a tenderer 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 tender.

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

For the purpose of payments, the exchange rates used in tender preparation shall apply for the duration of the Contract.

IT.14 Tender Validity

- 14.1 Tenders shall remain valid for the period stipulated in the Tendering Data after the Date of Tender Opening specified in sub-clause IT.23.
- 14.2 In exceptional circumstances, prior to expiry of the original tender validity period, the Employer may request that the tenderers extend the period of validity for a specified additional period. The request and the responses thereto shall be made in writing. A tenderer may refuse the request without forfeiting his Tender Security. A tenderer agreeing to the request will not be required or permitted to modify his tender, but will be required to extend the validity of his Tender Security for the period of the extension, and in compliance with Clause IT.15 in all respects.

IT.15 Tender Security

- 15.1 Each tenderer shall furnish, as part of his tender, a Tender Security in the amount stipulated in the Tendering Data in Pak Rupees or an equivalent amount in a freely convertible currency.
- 15.2 The Tender Security shall be, at the option of the tenderer, in the form of Deposit at Call or a Bank Guarantee issued by a Scheduled Bank of Pakistan or from a foreign bank duly counter guaranteed by a Scheduled Bank of Pakistan in favour of the Employer valid for a period 28 days beyond the Tender Validity date.
- 15.3 Any tender not accompanied by an acceptable Tender Security shall be rejected by the Employer as non-responsive.
- 15.4 The tender securities of unsuccessful tenderers will be returned as promptly as possible, but not later than 28 days after the expiration of the period of Tender Validity.
- 15.5 The Tender Security of the successful tenderer will be returned when the tenderer has furnished the required Performance Security and signed the Agreement.

- 15.6 The Tender Security may be forfeited:
- (a) if the tenderer withdraws his tender during the period of Tender Validity;
 - (b) if the tenderer does not accept the correction of his Tender Price pursuant to Sub-Clause 27.2 hereof; or
 - (c) In the case of successful tenderer, if he fails within the specified time limit to:
 - (i) furnish the required Performance Security
 - (ii) Sign the Agreement.

IT.16 Alternate Proposals by Tenderer

- 16.1 Should any tenderer consider that he can offer any advantages to the Employer by a modification to the designs, specifications or other conditions, he may, in addition to his tender to be submitted in strict compliance with the Tender Documents, submit any Alternate Proposal(s) containing (a) relevant design calculations; (b) technical specifications; (c) proposed construction methodology; and (d) any other relevant details / conditions, provided always that the total sum entered on the Form of Tender shall be that which represents complete compliance with the Tender Documents.
- 16.2 Alternate Proposal(s), if any, of the lowest evaluated responsive tenderer only may be considered by the Employer as the basis for the award of Contract to such tenderer.

IT.17 Pre-Tender Meeting

- 17.1 The Employer may, on his own motion or at the request of any prospective tenderer(s), hold a pre-tender meeting to clarify issues and to answer any questions on matters related to the Tender Documents. The date, time and venue of pre-tender meeting, if convened, is as stipulated in the Tendering Data. All prospective tenderers or their authorized representatives shall be invited to attend such a pre-tender meeting.
- 17.2 The tenderers are requested to submit questions, if any, in writing so as to reach the Employer not later than one week before the proposed pre-tender meeting.
- 17.3 Minutes of the pre-tender meeting, including the text of the questions raised and the replies given, will be transmitted without delay to all purchasers of the Tender documents. Any modification of the Tender documents listed in
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- Sub-Clause 7.1 hereof which may become necessary as a result of the pre-tender

meeting shall be made by the Employer exclusively through the issue of an Addendum pursuant to Clause IT.9 and not through the minutes of the pre-tender meeting.

- 17.4 Absence at the pre-tender meeting will not be a cause for disqualification of a tenderer.

IT.18 Format and Signing of Tender

- 18.1 Tenderers are particularly directed that the amount entered on the Form of Tender shall be for performing the Contract strictly in accordance with the Tender Documents.
- 18.2 All appendices to Tender are to be properly completed and signed.
- 18.3 No alteration is to be made in the Form of Tender 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 tender may be rejected.
- 18.4 Each tenderer shall prepare by filling out the forms completely and without alterations one (1) original and number of copies, specified in the Tendering Data, of the documents comprising the tender as described in Clause IT.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 tender 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 tenderer pursuant to Sub- Clause 11.1(a) hereof. All pages of the tender shall be initialled and stamped by the person or persons signing the tender.
- 18.6 The tender shall contain no alterations, omissions or additions, except to comply with instructions issued by the Employer, or as are necessary to correct errors made by the tenderer, in which case such corrections shall be initialled by the person or persons signing the tender.
- 18.7 Tenderers shall indicate in the space provided in the Form of Tender their full and proper addresses at which notices may be legally served on them and to which all correspondence in connection with their tenders and the Contract is to be sent.
- 18.8 Tenderers should retain a copy of the Tender Documents as their file copy.

D. SUBMISSION OF TENDERS

IT.19 Sealing and Marking of Tenders

- 19.1 Each tenderer shall submit his tender as under:
- (a) ORIGINAL and each copy of the Tender shall be separately sealed and put in separate envelopes and marked as such.
 - (b) The envelopes containing the ORIGINAL and 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 Employer at the address provided in the Tendering Data;
 - (b) bear the name and identification number of the contract as defined in the tendering Data, and;
 - (c) provide a warning not to open before the time and date for bid opening, as specified in the Tendering 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 tenderer to enable the tender to be returned unopened in case it is declared “late” pursuant to Clause IT.21
- 19.4 If the outer envelope is not sealed and marked as above, the Employer will assume no responsibility for the misplacement or premature opening of the Tender.

IT.20 Deadline for Submission of Tenders

- 20.1
- (a) Tenders must be received by the Employer at the address specified no later than the time and date stipulated in the Tendering Data.
 - (b) Tenders with charges payable will not be accepted, nor will arrangements be undertaken to collect the tenders from any delivery point other than that specified above. Tenderers shall bear all expenses incurred in the preparation and delivery of tenders. No claims will be entertained for refund of such expenses.
 - (c) Where delivery of a tender is by mail and the tenderer wishes to receive an acknowledgment of receipt of such tender, he shall make a request for such acknowledgment in a separate letter attached to but not included in the sealed tender package.
 - (d) Upon request, acknowledgment of receipt of tenders will be provided to those making delivery in person or by messenger.

- 20.2 The Employer may, at his discretion, extend the deadline for submission of tenders by issuing an amendment in accordance with Clause IT.9, in which case all rights and obligations of the Employer and the tenderers previously subject to the original deadline will thereafter be subject to the deadline as extended.

IT.21 Late Tenders

- 21.1 (a) Any tender received by the Employer after the deadline for submission of tenders prescribed in Clause IT.20 will be returned unopened to such tenderer.
- (b) Delays in the mail, delays of person in transit, or delivery of a tender to the wrong office shall not be accepted as an excuse for failure to deliver a tender at the proper place and time. It shall be the tenderer's responsibility to determine the manner in which timely delivery of his tender will be accomplished either in person, by messenger or by mail.

IT.22 Modification and Withdrawal of Tenders

- 22.1 Any tenderer may modify or withdraw his tender after tender submission provided that written notice of the modification or withdrawal is received by the Employer prior to the deadline for submission of tenders.
- 22.2 The notice for modification or withdrawal of any tender shall be prepared, sealed, marked and delivered in accordance with the provisions of Clause IT.19 with the outer and inner envelopes additionally marked "MODIFICATION" or "WITHDRAWAL", as appropriate.
- 22.3 No tender may be modified by a tenderer after the deadline for submission of tenders.
- 22.4 Withdrawal of a tender during the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified in the Form of Tender may result in forfeiture of the Tender Security in pursuance to Clause IT.15.

E. TENDER OPENING AND EVALUATION**IT.23 Tender Opening**

- 23.1 The Employer will open the tenders, including withdrawals and modifications made pursuant to Clause IT.22, in the presence of tenderers' representatives who choose to attend, at the time date and location stipulated in the Tendering Data.

The tenderers' representatives who are present shall sign a register evidencing their

attendance.

- 23.2 Envelopes marked “WITHDRAWAL” shall be opened and read out first. Tenders for which an acceptable notice of withdrawal has been submitted pursuant to Clause IT.22 shall not be opened.
- 23.3 The tenderer’s name, total Tender Price and price of any Alternate Proposal(s), any discounts, tender modifications and withdrawals, the presence or absence of Tender Security, and such other details as the Employer may consider appropriate, will be announced by the Employer at the opening of tenders.

IT.24 Process to be Confidential

- 24.1 Information relating to the examination, clarification, evaluation and comparison of tender and recommendations for the award of a contract shall not be disclosed to tenderers or any other person not officially concerned with such process. Any effort by a tenderer to influence the Employer’s processing of tenders or award decisions may result in the rejection of such tenderer’s tender.

IT.25 Clarification of Tenders

- 25.1 To assist in the examination, evaluation and comparison of tenders, the Employer may, at his discretion, ask any tenderer for clarification of his tender, 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 tender shall be sought, offered or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the tenders in accordance with Clause IT.28.

IT.26 Examination of Tenders and Determination of Responsiveness

- 26.1 Prior to the detailed evaluation of tenders, the Employer will determine whether each tender (i) meets the eligibility criteria; (ii) has been properly signed; (iii) is accompanied by the required Tender Security; and (iv) is substantially responsive to the requirements of the Tender Documents.
- 26.2 A substantially responsive tender is one which conforms to all the terms, conditions and specifications of the Tender 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 Tender Documents, the Employer’s rights or the tenderer’s obligations under the Contract; or (iii) adoption whereof would affect unfairly the competitive position of other tenderers presenting substantially responsive tenders.

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- 26.3 If a tender is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the non-conforming deviation or reservation.

IT.27 Correction of Errors

- 27.1 Tenders determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Errors will be corrected by the Employer 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 Employer 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 Tender will be adjusted by the Employer in accordance with the above procedure for the correction of errors and with the concurrence of the tenderer, shall be considered as binding upon the tenderer. If the tenderer does not accept the corrected Tender Price, his tender will be rejected, and the Tender Security shall be forfeited in accordance with Sub- Clause 15.6(b) hereof.

IT.28 Evaluation and Comparison of Tenders

- 28.1 The Employer will evaluate and compare only the tenders determined to be substantially responsive in accordance with Clause IT.26.
- 28.2 In evaluating the tenders, the Employer will determine for each tender the evaluated Tender Price by adjusting the Tender Price as follows:-
- (a) making any correction for errors pursuant to Clause IT.27
 - (b) excluding Provisional Sums and the provision, if any, for contingencies in the Summary Bill of Quantities, but including competitively priced Daywork.
 - (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 tender evaluation.

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- 28.4 If the tender of the successful tenderer is seriously unbalanced in relation to the

Employer's estimate of the cost of work to be performed under the Contract, the Employer may require the tenderer 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 Employer may require that the amount of the Performance Security set forth in Clause IT.32 be increased at the expense of the successful tenderer to a level sufficient to protect the Employer against financial loss in the event of default of the successful tenderer under the Contract.

F. AWARD OF CONTRACT

IT.29 Award

- 29.1 Subject to Clause IT.30 and IT.34, the Employer will award the Contract to the tenderer whose tender has been determined to be substantially responsive to the Tender Documents and who has offered the lowest evaluated Tender Price, provided that such tenderer has been determined to be eligible in accordance with the provisions of Clause IT.3.

IT.30 Employer's Right to Accept any Tender and to Reject any or all Tenders

- 30.1 Notwithstanding Clause IT.29, the Employer reserves the right to accept or reject any tender, and to annul the tendering process and reject all tenders, at any time prior to award of Contract, without thereby incurring any liability to the affected tenderers or any obligation to inform the affected tenderers of the grounds for the Employer's action.

IT.31 Notification of Award

- 31.1 Prior to expiration of the period of Tender Validity prescribed by the Employer, the Employer will notify the successful tenderer in writing ("Letter of Acceptance") that his tender has been accepted. This letter shall name the sum which the Employer 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 Upon furnishing by the successful tenderer of a Performance Security, the Employer will promptly notify the other tenderers that their tenders have been unsuccessful.

IT.32 Performance Security

- 32.1 The successful tenderer shall furnish to the Employer a Performance Security in the form and the amount stipulated in the Tendering Data and the Conditions of Contract within a period of 28 days after the receipt of Letter of Acceptance.
- 32.2 Failure of the successful tenderer to comply with the requirements of Clause IT.32 or IT.33 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Tender Security.

IT.33 Signing of Agreement

- 33.1 Within 14 days from the date of furnishing of acceptable Performance Security under the Conditions of Contract, the Employer will send the successful tenderer the Form of Agreement provided in the Tender Documents, incorporating all agreements between the parties.
- 33.2 The formal Agreement between the Employer and the successful tenderer shall be executed within 14 days of the receipt of Form of Agreement by the successful tenderer from the Employer.

IT.34 General Performance of the Bidders

The Employer reserves the right to obtain information regarding performance of the Bidders on their previously awarded contracts/works. The Employer may in case of consistent poor performance of the Bidder as reported by the employers of the previously awarded contracts, interalia, rejects his bid and/or refer the case to the Pakistan Engineering Council. Upon such reference, PEC may in consultation with the Contract Data Cell established in the office of the Auditor General of Pakistan, take such action as may be deemed appropriate under the circumstances of the case including black listing of such Bidder and debarring him from participation in future bidding for similar works.

TENDERING DATA

NOTES ON TENDERING DATA

This Section is intended to assist the Employer in providing the specific information in relation to corresponding clauses in Instructions to Tenderers and should be prepared to suit each individual contract.

The Employer should provide in the Tendering Data information and requirements specific to the circumstances of the Employer, the processing of the tender, the applicable rules regarding Tender Price and currency, and the tender evaluation criteria that will apply to the tenders. In preparing this section, the following aspects should be checked:

- (a) Information that specifies and complements the provisions of section; Instruction to Tenderers must be incorporated.
- (b) Amendments and/or supplements, if any, to the provisions of Instructions to Tenderers, necessitated by the circumstances of each individual contract, can be introduced only in this section since Instruction to Tenderers will remain unchanged.

Tendering Data

This section should be filled in by the Employer before issuance of the Tender Documents. The following specific data for the Works to be tendered shall complement, amend, or supplement the provisions in the Instructions to Tenderers. Wherever there is a conflict, the provisions herein shall prevail over those in the Instructions to Tenderers.

[Instructions are provided, as needed, in italics.]

Instructions to Tenderers

Clause Reference

1.1 Name of the Project & Summary of the Works

[Insert brief summary, including relationship to other contracts under the Project. If the Works are to be tendered in separate contracts, describe all the contracts.]

1.1 Name and address of the Employer.

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

[Insert name of Borrower and statement of relationship with the Employer, if different from the Borrower. This insertion should correspond to the information provided in the Invitation To Tenderers.]

2.1 Amount and type of financing.

8.1 Time limit for clarification

[Minimum number of days to seek clarification by the prospective tenderer may be inserted as 28 days.]

10.1 Tender language.

[The same language in which the tender documents are written. English, should be used in National/ International Competitive Bidding.]

1 1. 1 (b) Prequalification Information to be updated

[Indicate what items of information submitted with application for prequalification is to be updated. It may include: Evidence of access to financial resources, latest status of financial resources commitment for two years (including the current year). Works awarded during the interim period, availability of essential critical equipment and information about litigation presently in process.]

13.1 Tenderers quote entirely in Pak. rupees but specify the percentages of foreign

currency they require.

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13.2 Source of exchange rate.

[If some percentage of expenses are in other than the local currency, for example, U.S. dollars, indicate the name of the institution e.g. State Bank of Pakistan that lists daily currency exchange rate which will be used for converting prices in foreign currencies.]

Exchange rate date

[Select a date that shall be no earlier than 28 days prior to the submission of tenders.]

14.1 Period of tender validity.

[Insert number of days after the deadline for tender submission. This period should be realistic, allowing sufficient time to evaluate the tenders, bearing in mind the complexity of the Works, and the time required for obtaining references, clarifications, clearances, and approvals (including the Financing Agency's "No Objection" if it is a bilateral or multilateral funding agency financed project) and for notification of the award. Normally the validity period should not exceed 182 days.]

15.1 Amount of Tender Security.

[This amount should be the same as may be quoted in the Invitation to Tenderers. To avoid disclosure of tenderers' prices originating in the financial institution issuing the security, a fixed sum should be specified, in preference to a percentage of the Tender Price. The sum should be the equivalent of 1 percent of the estimated cost of the Works, for very large contracts of over Rs. 1,000 million, ranging to 3 percent of the estimated cost, for small contracts. Alternatively, if the Employer wishes to specify a percentage of the Tender Price, it should be indicated as a "minimum of ____ percent", to enable tenderers to provide in excess of the minimum and thus conceal their price.]

17.1 Venue, time, and date of the pre-bid meeting.

[Insert address of venue, or indicate that the meeting will not take place. The meeting should take place not later than four weeks before the deadline for tender submission. It should take place concurrently with the Site visit, if any (see Sub-Clause IT-6).]

18.4 Number of copies of the tender to be completed and returned.

[Usually one original and two copies]

19.2 Employer's address for the purpose of tender submission.

[Should match the receiving address provided in the Invitation To Tenderers.]

19.2(b) Number of the Contract.

20.1 Deadline for submission of tenders.

[The time and date should be the same as that given in the Invitation for Tenderers unless subsequently amended pursuant to Sub Clause 20.2]

23.1 Venue, time, and date of tender opening.

[Time and date should be the same as those given for the deadline for submission of tenders [Clause IT 20]

32.1 Standard form and amount of Performance Security acceptable to the Employer.

[Select the kind of Performance Security (bank guarantee and / or bond), and indicate the amount.

A bank guarantee can be conditional or unconditional on demand (Standard Form at PS-1). An amount equal to 10 percent of the Contract Price is commonly specified for bank guarantees.

A performance bond is an undertaking by an insurance company to complete the construction in the event of default by the Contractor, or to pay the amount of bond to the Employer.]

TENDER AND APPENDICES

TENDER

Tender Reference No. _____

To:

Gentleman,

1. Having examined the 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 Rupees _____ (Rs. _____) 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 Tender.
3. As security for due performance of the undertakings and obligations of this Tender, we submit herewith a Tender 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 Tenders are opened.
4. We undertake, if our Tender 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 Tender.
5. We agree to abide by this Tender 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 Tender, together with your written acceptance thereof, shall constitute a binding contract between us.

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

Dated this _____ day of _____ 20 _____

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

(In Block Capitals)

Address

Witness

Address. _____

Occupation _____

SPECIAL STIPULATIONS

Clause
Conditions of Contract

1.	Amount of Performance Security	10.1	10% of Contract Price stated in the Letter of Acceptance in the form of bank guarantee or bond from insurance company.
2.	Time for Furnishing Programme	14.1	Within 42 days from the date of receipt of Letter of Acceptance.
3.	Minimum amount of Third Party Insurance	23.2	Rs. _____ per occurrence with number of occurrences unlimited.
4.	Time for Commencement	41.1	Within 14 days from the date of receipt of Engineer's Notice to Commence
5.	Time for Completion	43.1	_____days from the date of receipt of Engineer's Notice to Commence
6.	a) Amount of Liquidated Damages	47.1	Rs. _____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.
	b) Amount of Bonus	47.3	Rs. _____for each day the Works are completed before the specified completion date of the Works subject to a maximum of 5% of Contract Price stated in the Letter of Acceptance.
7.	Defects Liability Period	49.1	_____ days from the effective date of Taking Over Certificate
8.	Percentage of Retention Money	60.2	10 % of the amount of Interim Certificate.
9.	Limit of Retention Money	60.2	5 % of Contract Price stated in the Letter of Acceptance
10.	Minimum amount of Interim Payment Certificates (Running Bills)	60.2	Rs. _____
11.	Time of Payment from delivery of Engineer's Interim Payment Certificate to the Employer.	60.10	14 days in case of local currency or 42 days in case of foreign currency.
12.	Mobilization Advance * (Interest Free)	60.12	15 % of Contract Price stated in the Letter of Acceptance.

* **Delete if alternative one is not adopted.**

1. The Tenderer 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 Tender Price excluding Provisional Sums _____%.

3. Table of Exchange Rates

Unit of Currency	Equivalent in Pak. Rupees
Australian Dollar	-----
French Frank	-----
German Mark	-----
Japanese Yen	-----
U.K. Pound	-----
U.S. Dollars	-----
-----	-----
-----	-----

**SCHEDULE OF BASIC PRICES OF SPECIFIED MATERIALS AND LABOUR
WAGES**

A) Basic Price Materials (To be filled by the tenderer)

We confirm herewith that the following prices were prevailing on the day 28 days prior to the tender closing date and have been taken as a basis for quoting the prices given in our Tender.

Adjustment of increase/decrease in price shall only be admissible for the materials listed hereunder:

Schedule of Specified Materials

S. No.	Materials ¹	Unit	Basic Price Ex-Factory/Works	Remarks
1	2	3	4	5
1.	i) Ordinary Portland Cement	M.Ton		Nearest State Cement Factory
	ii) Sulphate Resisting Cement	M. Ton		Nearest State Cement Factory
2.	Steel Reinforcement	M.Ton		³
3.	Structural Steel	M. Ton		Metropolitan Steel Corporation
4.	H.T. Cables	Meter		Pak Cables
5.	Bitumen			Pakistan National Refinery Karachi
	i) Grades 60/70 or 80/100	M. Ton		National Petrocarbon (Pvt.) Limited
	ii) Cut Back Asphalt	M. Ton		National Petrocarbon (Pvt.) Limited
	a) Medium Curing	M. Ton		National Petrocarbon (Pvt.) Limited
	b) Rapid Curing	M. Ton		National Petrocarbon (Pvt.) Limited
6.	High Speed Diesel	Litre		As per rate fixed by Government of Pakistan
7				

Notes:

- 1) For computing the net increase or decrease of cost on account of Fuels, the fuel component of the Contract Price is to be taken as 5 %.

¹ The users of the PEC standard Bidding Documents are to retain only the materials relevant to the project.

² The users of the PEC Document may indicate that the price of various types of cement is for bulk supply or for that packed in bags.

³ If feasible the remarks column may indicate “ The basis of the rate is the Monthly Statistical Bulletin issued by the Federal Bureau of Statistics, Islamabad”.

Variation of increase or decrease is to be based on the percentage of increase or decrease in the price of high speed diesel fixed by the Government of Pakistan and on the fuel component of the Contract Price specified above. High Speed Diesel is being taken as representative of all kinds of fuels.

- 2) If the price paid by the Contractor for any of the Specified Materials (excluding High Speed Diesel) shall differ from the basic price thereof and shall cause an increase or decrease of cost to the Contractor in carrying out the Contract, the increase or decrease of such cost shall be added to or deducted from the Contract Price. The said increase or decrease in the Contract Price shall be computed on the basis of quantities actually measured and certified for payment. Any fluctuation in the prices of materials other than the Specified Materials shall not be subject to adjustment of the Contract Price.

B) Schedule of Basic Wages of Labour

We confirm herewith that the following rates of wages have been taken as basis for quoting the prices given in our Tender:

Sr. No.	Specified Labour Category	Minimum Wages Benefits and Allowances
1	2	3
1.	Unskilled Labour	
2.	Skilled Labour (Such as carpenter, mason, Fitter, Electrician, Mechanic, Welder, Labour Jamadar)	

Notes

- (1) For determining the net increase or decrease of cost on account of labour, the labour component of the Contract Price has been taken as 25 %. Out of this labour component 40 % cost is attributed to un-skilled labour and 60 % cost is attributed to skilled labour.
- (2) Labour escalation/ de-escalation shall be calculated by using the following formula:

$$N = [(C / Y) \times B \times Q] + [(C / Z) \times A \times Q]$$

Where

Q	=	Labour component of item rate	=	(say) 25 %
A	=	Ratio of skilled labour	=	(say) 60 %
B	=	Ratio of un-skilled labour	=	(say) 40 %
Y	=	Basic wages, benefits, and allowance of un-skilled labour	=	-----
Z	=	Basic wages, benefits and allowances of skilled labour	=	-----
C	=	Increase announced by the Government	=	-----
N	=	Increase in labour wages (as a fraction of certified amount).		

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Appendix-C To Tender

- 3) The Tenderers shall submit satisfactory documentary evidence in support of the rates and prices filled up in this Appendix.

We agree that price variation in the above listed basic prices and basic wages during the currency of the Contract will be adjusted only to the extent as stipulated under the Conditions of Contract.

Authorized Signatures _____

Name _____

Seal _____

Date _____

BILL OF QUANTITIES

A. Preamble

1. The Bill of Quantities shall be read in conjunction with the Conditions of Contract, Specifications and Drawings.
2. The quantities given in the Bill of Quantities are estimated and provisional, and are given to provide a common basis for tendering. The basis of payment will be the actual quantities of work executed and measured by the Contractor and verified by the Engineer and valued at the rates and prices tendered in the priced Bill of Quantities, where applicable, and otherwise at such rates and prices as the Engineer may fix as per the Contract.
3. The rates and prices tendered in the priced Bill of Quantities shall, except insofar as it is otherwise provided under the Contract include all costs of Contractor's plant, labour, supervision, materials, execution, insurance, profit, taxes and duties, together with all general risks, liabilities and obligations set out or implied in the Contract. Furthermore all duties, taxes and other levies payable by the Contractor under the Contract, or for any other cause, as on the date 28 days prior to deadline for submission of Tenders, shall be included in the rates and prices and the total Tender Price submitted by the Tenderer.
4. A rate or price shall be entered against each item in the priced Bill of Quantities, whether quantities are stated or not. The cost of items against which the Contractor will have failed to enter a rate or price shall be deemed to be covered by other rates and prices entered in the Bill of Quantities.
5. The whole cost of complying with the provisions of the Contract shall be included in the items provided in the priced Bill of Quantities, and where no items are provided, the cost shall be deemed to be distributed among the rates and prices entered for the related items of the Works.
6. General directions and description of work and materials are not necessarily repeated nor summarised in the Bill of Quantities. References to the relevant sections of the Tender Documents shall be made before entering prices against each item in the priced Bill of Quantities.
7. Provisional sums included and so designated in the Bill of Quantities shall be expended in whole or in part at the direction and discretion of the Engineer in accordance with sub-clauses 58.2 of part I, General Conditions.
8. Any arithmetic errors in computations or summations will be corrected by the Employer as follows:-

- a) where there is a discrepancy between amount in figures and in words, the amount in words will govern; and
- b) where there is a discrepancy between the unit rate and the total amount derived from the multiplication of the unit price and the quantity, the unit rate as quoted will govern.

BILL OF QUANTITIES

B. Work Items

1. The Bill of Quantities contains the following Bills and Schedule:

Bill No. 1	-	Earthworks
Bill No. 2	-	Culverts and Bridges
Bill No. 3	-	Subsurface Drains by way of example
Bill No. 4	-	Tubewells and Pump-houses
Bill No. 5	-	Miscellaneous Items

Day work Schedule

Summary Bill of Quantities

2. Tenderers shall price the Bill of Quantities in Pakistani Rupees only.

BILL OF QUANTITIES

Bill No. 1 Earthworks

Item	Description	Unit	Quantity	Rate		Amount Rupees
				Rupees figures	in words	
1	2	3	4	5		6
101						
102						
103						
104						
105						
106						
Total for Bill No. 1 _____						
(Carried forward to Summary Page)						

BILL OF QUANTITIES

Bill No. 2 Culverts and Bridges

Item	Description	Unit	Quantity	Rate		Amount Rupees
				Rupees figures	in words	
1	2	3	4	5		6
201						
202						
203						
204						
205						
206						
Total for Bill No. 2 _____						
(Carried forward to Summary Page)						

BILL OF QUANTITIES

Bill No. 3 Subsurface Drains

Item	Description	Unit	Quantity	Rate		Amount
				Rupees in figures	Rupees in words	Rupees
1	2	3	4	5		6
301						
302						
303						
304						
305						
306						
Total for Bill No. 3 _____						
(Carried forward to Summary Page)						

BILL OF QUANTITIES

Bill No. 4 Tubewells and Pump-houses

Item	Description	Unit	Quantity	Rate		Amount
				Rupees in figures	Rupees in words	Rupees
1	2	3	4	5		6
401						
402						
403						
404						
205						
406						
Total for Bill No. 4 _____						
(Carried forward to Summary Page)						

BILL OF QUANTITIES

Bill No. 5 Miscellaneous Items

Item	Description	Unit	Quantity	Rate		Amount
				Rupees in figures	Rupees in words	
1	2	3	4	5		6
501	Mobilization/Demobilization (Lumpsum ⁴) Cost					
502						
503						
504						
505						
506						
Total for Bill No. 5 _____						
Carried forward to Summary Page)						

⁴ Not to exceed 10 % of Tender Price. To be used only if Alternative Two of Sub-Clause 60.12 of Conditions of Contract is adopted.

BILL OF QUANTITIES

C. Day-work Schedule

General

1. Reference is made to sub-clause 52.4 of the general Conditions-Part I. Work shall not be executed on a day work basis except by written order of the Engineer. Tenderers shall enter basic rates for day-work items in the Schedules, which rates shall apply to any quantity of day work ordered by the Engineer. Nominal quantities have been indicated against each item of day work, and the extended total for day work shall be carried forward to the Tender Price.

Day work Labour

2. In calculating payments due to the Contractor for the execution of day-work, the actual time of classes of labour directly doing work ordered by the Engineer and for which they are competent to perform will be measured excluding meal breaks and rest periods. The time of gangers (charge hands) actually doing work with the gang will also be measured but not the time of foreman or other supervisory personnel.
3. The Contractor shall be entitled to payment in respect of the total time that labour is employed on daywork, calculated at the basic rates entered by him in the Schedule of Day-works Rates for labour together with an additional percentage, payment on basic rates representing the Contractor's profit, overheads, etc., as described below:
 - a) the basic rates for labour shall cover all direct costs to the Contractor, including (but not limited to) the amount of wages paid to such labour, transportation time, overtime, subsistence allowances and any sums paid to or on behalf of such labour for social benefits in accordance with Pakistan law. The basic rates will be payable in local currency only; and
 - b) the additional percentage payment to be quoted by the Tenderer and applied to costs incurred under (a) above shall be deemed to cover the Contractor's profit, overheads, superintendence, liabilities and insurances and allowances to labour timekeeping and clerical and office work, the use of consumable stores, water, lighting and power; the use and repair of stagings, scaffolding, workshops and stores, portable power tools, manual plant and tools; supervision by the Contractor's staff, foremen and other supervisory personnel; and charges incidental to the foregoing.

SCHEDULE OF DAYWORK RATES

1. Labour

Item No.	Description	Unit	Nominal Quantity	Rate (Rs.)	Extended Amount (Rs.)
1	2	3	4	5	6
D101	Ganger	Hr	500		
D102	Labourer	Hr	5,000		
D103	Brick Layer	Hr	500		
D104	Mason	Hr	500		
D105	Carpenter	Hr	500		
D106	Steel work Erector	Hr	500		
	-----etc-----	Hr	500		
D113	Driver for vehicle up to 10 tons	Hr	1,000		
D114	Operator for Excavator, Dragline, shovel or crane	Hr	500		
D115	Operator for tractor, (tracked) with dozer blade or ripper	Hr	500		
D122	Sub Total Allow _____ percent of subtotal for Contractor's overhead, profit, etc, in accordance with Paragraph 3(b) of Daywork Schedule _____ Total for Daywork: Labour : _____ (Carried forward to Daywork Summary)				

Day-work Material

4. The Contractor shall be entitled to payment in respect of materials used for day-work (except for materials for which the cost is included in the percentage addition to labour costs as detailed heretofore), at the basic rates entered by him in the Schedule of Day-work Rates for materials together with an additional percentage payment on the basic rates to cover overhead charges and profit, as follows:-
- a) the basic rates for materials shall be calculated on the basis of the invoiced price, freight, insurance, handling expenses, damage, losses, etc., and shall provide for delivery to store for stockpiling at the site. The basic rates shall be stated in local currency but payment will be made in the currency or currencies expended upon presentation of supporting documentation;
 - b) the additional percentage payment shall be quoted by the Tenderer and applied to the equivalent local currency payments made under (a) above; and,
 - c) the cost of hauling materials used on work ordered to be carried out as day-work from the store or stockpile on the site to the place where it is to be used will be paid in accordance with the terms for Labour and Constructional Plant in this Schedule.

SCHEDULE OF DAYWORK RATES

2. Materials

Item No.	Description	Unit	Nominal Quantity	Rate (Rs.)	Extended Amount (Rs.)
1	2	3	4	5	6
D201	Cement, ordinary Portland or equivalent in bags	M.Ton	200		
D202	Mild Steel reinforcing bar upto 16mm diameter to BS 4449 or equivalent	M.Ton	100		
D203	Fine aggregate for concrete as specified in Clause _____	Cu.M	1,000		
D204	-----etc-----				
D222	Gelignite (Noble Special Gelatine 60 % or equivalent) including caps, fuse, wire and requisite accessories	M.Ton	10		
D223	Sub Total Allow _____ percent of subtotal for Contractor's overhead, profit, etc., in accordance with Paragraph 4(b) of Day-work Schedule _____ Total for Day-work: : Materials _____ (Carried forward to Day-work Summary)				

Day-work Constructional Plant

5. The Contractor shall be entitled to payments in respect of constructional plant already on Site and employed on day-work at the basic rental rates entered by him in the Schedule of Day-work Rates for constructional plant. The said rates shall be deemed to include complete allowance for depreciation, interest, indemnity and insurance, repairs, maintenance, supplies, fuel, lubricants, and other consumables, and all overhead, profit and administrative costs related to the use of such equipment. The cost of drivers, operators and assistants will be paid for separately as described under the section on Daywork Labour.
6. In calculating the payment due to the contractor for constructional plant employed on day-work, only the actual number of working hours will be eligible for payment, except that where applicable and agreed with the Engineer, the travelling time from the part of the Site where the constructional plant was located when ordered by the Engineer to be employed on day-work and the time for return journey thereto shall be included for payment.
7. The basic rental rates for constructional plant employed on day-work shall be stated in Pakistani Rupees.

SCHEDULE OF DAYWORK RATES

3. Constructional Plant

Item No.	Description	Unit	Nominal Quantity	Rate (Rs.)	Extended Amount (Rs.)
1	2	3	4	5	6
D301	Excavator ,face shovel or dragline:				
	1. Up-to and including 1 Cu.M.	Hr	500		
	2. Over 1 Cu.M to 2 Cu. M.	Hr	400		
	3. Over 2 Cu. M	Hr	100		
D302	Tractor (tracked) including bull or angle dozer:				
	1. Up-to and including 150 HP	Hr	500		
	2. Over 150 to 200 HP	Hr	400		
	3. Over 200 to 250 HP	Hr	200		
D303	Tractor with ripper:				
	1. Up-to and including 200 HP	Hr	400		
	2. Over 200 to 250 HP	Hr	200		
D304	-----etc-----				
	Total for Daywork: Constructional Plant _____ (Carried forward to Daywork Summary)				

DAYWORK

Summary (Day-Work)

		Amount (Rs.)
(1)	Total for Day-work: Labour	_____
(2)	Total for Day-work : Materials	_____
(3)	Total for Day-work: Constructional Plant	_____
Total for Day-work		_____
(Carried forward to Summary Page of Bill of Quantities)		

BILL OF QUANTITIES

SUMMARY

	Amount (Rs.)
Bill No. 1: Earthworks	_____
Bill No. 2: Culverts and Bridges	_____
Bill No. 3: Sub-surface Drains	_____
Bill No. 4: Tubewells and Pump Houses	_____
Bill No. 5: Miscellaneous Items	_____
Sub-total of Bills	_____
Day-work	_____
Tender Price	_____

Note: All Provisional Sums are to be expended in whole or, in part at the direction and discretion of the Engineer in accordance with Sub Clauses 52.4 and 58.2 of the General Conditions–Part I

PROPOSED CONSTRUCTION SCHEDULE

Pursuant to Sub-Clause 43.1 of the Conditions of Contract, the Works shall be completed on or before the date stated in Appendix-A to Tender. The Tenderer shall provide as Appendix-E to his Tender a Construction Schedule in bar chart form 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 Employer's completion targets in days noted below counted from the date of receipt of Engineer's Notice to Commence (Attach sheets as required for the bar chart):

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

METHOD OF PERFORMING THE WORK

The Tenderer 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.

LIST OF MAJOR EQUIPMENT – RELATED ITEMS

(To be used by the Tenderer)

The Tenderer 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.

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						

CONSTRUCTION CAMPS AND HOUSING FACILITIES

The Contractor in accordance with Clause 34 of the Conditions of Contract 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 Tenderer 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.)

LIST OF SUBCONTRACTORS

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

Enclosed are documentation outlining experience of sub-contractors, 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)	Sub-Contractor (With Complete Address)
1	2

ESTIMATED PROGRESS PAYMENTS

Tenderer'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
Ist 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	
Tender Price	

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

FORMS

**TENDER SECURITY
PERFORMANCE SECURITY
CONTRACT AGREEMENT
MOBILIZATION ADVANCE GUARANTEE**

TENDER SECURITY
(Bank Guarantee)

Security Executed on _____

(Date)

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

Name of Principal (Tenderer) with Address _____

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

Tender Reference No. _____

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Tender and at the request of the said Principal (Tenderer) we, the Surety above named, are held and firmly bound unto _____
(hereinafter called the 'Employer') 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 Tenderer has submitted the accompanying Tender dated _____ for Tender No. _____ for _____ to the said Employer; and
(Particulars of Tender)

WHEREAS, the Employer has required as a condition for considering said Tender that the Tenderer furnish a Tender Security in the above said sum from a Scheduled Bank of Pakistan or from a foreign bank duly counter-guaranteed by a Scheduled Bank of Pakistan, to the Employer, conditioned as under:

- (1) that the Tender Security shall remain valid for not less than _____ days from the date set for opening of Tender regardless of the validity period of the Tender itself;
- (2) that the Tender Security of unsuccessful Tenderers will be returned by the Employer after expiry of its validity or upon signing of the Contract Agreement; and
- (3) that in the event of failure of the successful Tenderer 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 Employer as liquidated damages for the successful Tenderer's failure to perform.

NOW THEREFORE, if the successful Tenderer shall, within the period specified therefor, on the prescribed form presented to him for signature enter into a formal Contract with the said Employer in accordance with his Tender 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 Employer for the faithful

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performance and proper fulfilment of the said Contract or in the event of withdrawal of the said Tender within the time specified then this obligation shall be void and of no effect, but otherwise to remain in full force and effect.

PROVIDED THAT the Surety shall forthwith pay the Employer the said sum upon first written demand of the Employer (without cavil or argument) notice of which shall be sent by the Employer by registered post duly addressed to the Surety at its address given above.

PROVIDED ALSO THAT the Employer shall be the sole and final judge for deciding whether the Principal (Tenderer) 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 Employer forthwith and without any reference to the Principal (Tenderer) 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 authority of its governing body.

SURETY

1. Signature

2. Name

3. Title

WITNESS

1. _____

Corporate Secretary (Seal)

2. _____

(Name, Title & Address)
(Seal)

— (Name and Address of Contractor)

As Principal (hereinafter called the 'Contractor') _____
(Name, Title and Address of Surety) _____ and _____

As Surety (hereinafter called the "Surety"), are held and firmly bound unto _____

(Name and Address of Employer)

_____ as Obligee (hereinafter called the 'Employer') in the amount of

Rupees _____ (Rs _____) for the payment of which sum, well

and truly to be made, the Contractor and the Surety bind themselves, their successors and assigns,

jointly and severally, firmly by these presents.

WHEREAS the Contractor has entered into a written Contract Agreement with the Employer dated the _____ day of _____ 20_____
for _____
(Name of Works)

in accordance with the plans and specifications and amendments thereto, to the extent herein provided for, are by reference made part hereof and are hereinafter referred to as the Contract.

NOW, THEREFORE the condition of this obligation is such that, if the Contractor shall promptly and faithfully perform the said Contract (including any amendments thereto) then this obligation shall be null and void; otherwise it shall remain in full force and effect.

WHENEVER the Contractor shall be, and declared by the Employer to be, in default under the Contract, the Employer having performed the Employer's obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

- (1) Complete the Contract in accordance with its terms and conditions; or
- (2) Obtain a bid or bids for submission to the Employer for completing the Contract in accordance with its terms and conditions, and upon determination by the Employer and the Surety of the lowest responsive bidder, arrange for a contract between such bidder and the

Employer and make available as work progresses (even though there

should be default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract Value; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract Value" as used in this paragraph, shall mean the total amount payable by the Employer to the Contractor; or

- (3) Pay the Employer the amount required by the Employer to complete the Contract in accordance with its terms and conditions up to a total not exceeding the amount of this Security.

The Surety shall not be liable for a sum greater than the specified penalty of this Security.

Any suit under this Security must be instituted before the issue of the Taking-Over Certificate.

No right of action shall accrue on this Security to or for the use of any person or corporation other than the Employer named herein or the heirs, executors, administrators or successors of the Employer.

Signed on _____
(Date)
On behalf of _____
(The Surety)
By _____
(Name)
in the capacity of _____
(Designation)
in the presence of _____
(Witness)

CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT (hereinafter called the "Agreement") made the _____ day of _____ 20_____ between _____ of

_____ (hereafter called the "Employer") of the one part and _____ of _____ (hereafter called the " Contractor") of the other part.

WHEREAS the Employer is desirous that certain Works, viz _____ should be executed by the Contractor and has accepted a Tender 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 shall be deemed to form and be read and construed as part of this Agreement, viz:
 - (a) The Letter of Acceptance;
 - (b) The Tender;
 - (c) The Conditions of Particular Application - Parts II A & B;
 - (d) The General Conditions – Part I;
 - (e) The Drawings;
 - (f) The Specifications; and
 - (g) The Priced Bill of Quantities.
3. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works in conformity and in all respects with the provisions of the Contract.
4. The Employer 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 the day and year first before written in accordance with the respective laws.

The Common Seal of _____

_____ was hereunto affixed in the presence of :

or

Signed, Sealed and Delivered by the said _____ in the presence of :

Binding Signature of Employer _____

Binding Signature of Contractor _____

MOBILIZATION ADVANCE GUARANTEE

Guarantee No. _____ Date _____

WHEREAS _____ (hereinafter called the 'Employer') has entered into a Contract for

 (Particulars of Contract)
 with _____ (hereinafter called the 'Contractor').

AND WHEREAS, the Employer 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 Employer has asked the Contractor to furnish guarantee for performance of his obligations under the said Contract.

AND WHEREAS, _____
 _____ (Insurance Company acceptable to the Employer)
 (hereinafter called the "Guarantor") at the request of the Contractor and in consideration of the Employer 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 Employer for payment not exceeding the aforementioned amount.

Notice in writing of any default, of which the Employer shall be the sole and final judge, on the part of the Contractor, shall be given by the Employer 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)

