CADET COLLEGE LARKANA



Provision of Allied / Sports Facilities at Cadet College Larkana

BID PRICE:					
	TENDER DOCUMENT				
Date of Opening:					
Place of opening:					
Date of issue:					
Name of Contractor:					
Contractor's					
Representative:					
Name & Signature of					
Tender Issuing Officer:					
BID PRICE:					
AMOUNT IN NUMBERS [PAK RS]					
AMOUNT IN FIGURES [PAK R.S]					

SEAL AND SIGNATURE OF THE CONTRACTOR

PROJECT CONSULTANT:



Planning, Engineering & Services Consultants

Suite No. 314, 3rd Floor, Mashrique Centre, Gulshan-e-Iqbal,

Block-14, Karachi

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INVITATION FOR BIDS

INSTRUCTIONS TO BIDDERS & BIDDING DATA

Notes on the Instructions to Bidders

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

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

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INSTRUCTIONS TO BIDDERS

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

A. GENERAL

IB.1 Scope of Bid & Source of Funds

1.1 Scope of Bid

Cadet College Larkana as defined in the Bidding Data (hereinafter called -the Procuring Agency wishes to receive Bids for the Works summarized in the Bidding Data (hereinafter referred to as -the Works||).

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

1.2 Source of Funds

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

IB.2 Eligible Bidders

- 2.1 Bidding is open to all firms and persons meeting the following requirements:
 - a) duly licensed by the Pakistan Engineering Council (PEC).
 - b) duly pre-qualified with the Cadet College Larkana. (Where required).

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

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

- (v) Financial turnover / audited financial report of last 03 years. The turn over must be double than estimated cost.;
- (vi) information regarding litigations and abandoned works if any.

IB.3 Cost of Bidding

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

B. BIDDING DOCUMENTS

IB.4 Contents of Bidding Documents

- 4.1 In addition to Invitation for Bids, the Bidding Documents are those stated below, and should be read in conjunction with any Addendum issued in accordance with Sub-Clause IB.6.1.
 - 1. Instructions to Bidders & Bidding Data
 - 2. Form of Bid, Qualification Information & Schedules to Bid Schedules to Bid comprise the following:
 - (i) Schedule A: Schedule of Prices/ Bill of Quantities (BoQ).
 - (ii) Schedule B: Specific Works Data
 - (iii) Schedule C: Works to be Performed by Subcontractors
 - (iv) Schedule D: Proposed Programme of Works
 - (v) Schedule E: Method of Performing Works
 - (vi) Schedule F: Integrity Pact (works costing Rs 10 million and above)
 - 3. Conditions of Contract & Contract Data
 - 4. Standard Forms:
 - (i) Form of Bid Security,
 - (ii) Form of Performance Security;
 - (iii)Form of Contract Agreement;
 - (iv) Form of Bank Guarantee for Advance Payment.
 - 5. Specifications
 - 6. Drawings, if any

IB.5 Clarification of Bidding Documents

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

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

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

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

C. PREPARATION OF BIDS

IB.7 Language of Bid

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

IB.8 Documents Comprising the Bid

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

IB.9 Sufficiency of Bid

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

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

IB.10 Bid Prices, Currency of Bid and Payment

- 10.1 The bidder shall fill up the Schedule of Prices (Schedule A to Bid) indicating the percentage above or below the Composite Schedule of Rates/unit rates and prices of the Works to be performed under the Contract. Prices in the Schedule of Prices/Bill of Quantities shall be quoted entirely in Pak Rupees keeping in view the instructions contained in the Preamble to Schedule of Prices.
- 10.2 Unless otherwise stipulated in the Conditions of Contract, prices quoted by the bidder shall remain fixed during the bidder's performance of the Contract and not subject to variation on any account.
- 10.3 The unit rates and prices in the Schedule of Prices or percentage above or below on the composite schedule of rates shall be quoted by the bidder in the currency as stipulated in Bidding Data.
- 10.4 Items for which no rate or price is entered by the Bidder will not be paid for by the Procuring Agency when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities.

IB.11 Documents Establishing Bidder's Eligibility and Qualifications

- 11.1 Pursuant to Clause IB.8, the bidder shall furnish, as part of its bid, documents establishing the bidder's eligibility to bid and its qualifications to perform the Contract if its bid is accepted.
- 11.2 Bidder must possess and provide evidence of its capability and the experience as stipulated in Bidding Data and the Qualification Criteria mentioned in the Bidding Documents.

IB.12 Documents Establishing Works' Conformity to Bidding Documents

- 12.1 The documentary evidence of the Works' conformity to the Bidding Documents may be in the form of literature, drawings and data and the bidder shall furnish documentation as set out in Bidding Data.
- 12.2 The bidder shall note that standards for workmanship, material and equipment, and references to brand names or catalogue numbers, if any, designated by the Cadet College Larkana in the Technical Provisions are intended to be descriptive only and not restrictive.

IB.13 Bid Security

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

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

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

- 14.5 Each bidder shall prepare Original and number of copies specified in the Bidding Data of the documents comprising the bid as described in IB.8 and clearly mark them -ORIGINAL and -COPY as appropriate. In the event of discrepancy between them, the original shall prevail.
- 14.6 The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign (in the case of copies, Photostats are also acceptable). This shall be indicated by submitting a written Power of Attorney authorizing the signatory of the bidder to act for and on behalf of the bidder. All pages of the bid shall be initialed and official seal be affixed by the person or persons signing the bid.
- 14.7 The Bid shall be delivered in person or sent by registered mail at the address to Cadet College Larkana as given in Bidding Data.

D. SUBMISSION OF BID

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

- 15.1 Bids must be received by the Cadet College Larkana at the address/provided in Bidding Data not later than the time and date stipulated therein.
- 15.2 The inner and outer envelopes shall
 - (a) be addressed to the Cadet College Larkana at the address provided in the Bidding Data;
 - (b) bear the name and identification number of the Contract as defined in the Bidding and **Contract Data**; and
 - (c) provide a warning not to open before the specified time and date for Bid opening as defined in the Bidding Data.
 - (d) in addition to the identification required in 15.2, the inner envelopes shall indicate the name and address of the Bidder to enable the Bid to be returned unopened in case it is declared late.
 - (e) If the outer envelope is not sealed and marked as above, the Cadet College Larkana will assume no responsibility for the misplacement or premature opening of the Bid.
- 15.3 Bids submitted through telegraph, telex, fax or e-mail shall not be considered.
- 15.4 Any bid received by the Cadet College Larkana after the deadline for submission prescribed in Bidding Data will be returned unopened to such bidder.
- 15.5 Any bidder may modify or withdraw his bid after bid submission provided that the modification or written notice of withdrawal is received by the Cadet College Larkana prior to the deadline for submission of bids.
- 15.6 Withdrawal of a bid during the interval between the deadline for submission of bids and the expiration of the period of bid validity specified in the Form of Bid may result in forfeiture of the Bid Security pursuant to IB.13.5 (a).

E. BID OPENING AND EVALUATION

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

- 16.1 The Cadet College Larkana will open the bids, in the presence of bidders' representatives who choose to attend, at the time, date and in the place specified in the Bidding Data.
- 16.2 The bidder's name, Bid Prices, any discount, the presence or absence of Bid Security, and such other details as the Cadet College Larkana at its discretion may consider appropriate, will be announced by the Cadet College Larkana at the bid opening. The Cadet College Larkana will record the minutes of the bid opening. Representatives of the bidders who choose to attend shall sign the attendance sheet.
 - Any Bid Price or discount which is not read out and recorded at bid opening will not be taken into account in the evaluation of bid.
- 16.3 To assist in the examination, evaluation and comparison of Bids the Engineer may, at its discretion, ask the bidder for a clarification of its Bid. The request for clarification and the response shall be in writing and no change in the price or substance of the Bid shall be sought, offered or permitted (SPP Rule 43).
- 16.4 (a) Prior to the detailed evaluation, pursuant to IB.16.7 to 16.9, the Engineer will determine the substantial responsiveness of each bid to the Bidding Documents. For purpose of these instructions, a substantially responsive bid is one which conforms to all the terms and conditions of the Bidding Documents without material deviations. It will include determining the requirements listed in Bidding Data.
 - (b) Arithmetical errors will be rectified on the following basis:

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

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

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

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

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

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

(B) Minor Deviations

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

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

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

16.8 Evaluated Bid Price

In evaluating the bids, Cadet College Larkana will determine for each bid in addition to the Bid Price, the following factors (adjustments) in the manner and to the extent indicated below to determine the Evaluated Bid Price:

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

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

IB.17 Process to be Confidential

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

F. AWARD OF CONTRACT

IB.18. Post Qualification

- 18.1 The Cadet College Larkana, at any stage of the bid evaluation, having credible reasons for or *prima facie* evidence of any defect in contractor's capacities, may require the contractors to provide information concerning their professional, technical, financial, legal or managerial competence whether already pre-qualified or not:
 - Provided, that such qualification shall only be laid down after recording reasons therefore in writing. They shall form part of the records of that bid evaluation report.
- 18.2 The determination will take into account the bidder's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the bidders' qualifications submitted under B.11, as well as such other information required in the Bidding Documents.

IB.19 Award Criteria & Cadet College Larkana's Right

- 19.1 Subject to IB.19.2, the Cadet College Larkana will award the Contract to the bidder whose bid has been determined to be substantially responsive to the Bidding Documents and who has offered the lowest evaluated Bid Price, provided that such bidder has been determined to be qualified to satisfactory perform the Contract in accordance with the provisions of the IB.18.
- 19.2 Not withstanding IB.19.1, the Cadet College Larkana reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of Contract, without thereby incurring any liability to the affected bidders or any obligation to inform the affected bidders of the grounds for the Cadet College Larkana's action except that the grounds for its rejection of all bids shall upon request be communicated, to any bidder who submitted a bid, without justification of the grounds. Notice of the rejection of all the bids shall be given promptly to all the bidders (SPP Rule 25).

IB.20 Notification of Award & Signing of Contract Agreement

- 20.1 Prior to expiration of the period of bid validity prescribed by the Cadet College Larkana, the Cadet College Larkana will notify the successful bidder in writing (-Letter of Acceptance) that his bid has been accepted (SPP Rule 49).
- 20.2 Within seven (07) days from the date of furnishing of acceptable Performance Security under the Conditions of Contract, the Cadet College Larkana will send the successful bidder the Form of Contract Agreement provided in the Bidding Documents, incorporating all agreements between the parties.
- 20.3 The formal Agreement between the Cadet College Larkana and the successful bidder duly stamped at rate of 0.35% of bid price(updated from time to time) stated in Letter of Acceptance shall be executed within seven (07) days of the receipt of Form of Contract Agreement by the successful bidder from the Cadet College Larkana.

IB.21 Performance Security

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

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

BIDDING DATA

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

Instructions to Bidders Clause Reference

1.1 Name of Procuring Agency

Cadet College Larkana

Brief Description of Works

Provision of Allied / Sports Facilities at Cadet College Larkana

5.1 (a) Procuring Agency address:

Principal & Project Director

Cadet College Larkana

Ph: 074-4080091-96
Fax: 074-4080460
Email. <u>info@ccl.edu.pk</u>
Website: www.ccl.edu.pk

- 10.3 Bid shall be quoted entirely in Pak. Rupees. The payment shall be made in Pak. Rupees.
- 11.2 The bidder has the financial, technical and constructional capability necessary to perform the Contract as follows: (*Insert required capabilities and documents*)
 - i. Financial capacity: The turnover must be double the 100.00 million
 - ii. Technical capacity with PEC (C-4 Category)
 - iii. Construction Capacity: (mention the names and number of equipments required for the work).

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

13.1 Amount of Bid Security

2% of the bid amount

14.1 **Period of Bid Validity**

90 days

14.4 Number of Copies of the Bid to be submitted:

One original

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

Principal & Project Director Cadet College Larkana

15.1 Deadline for Submission of Bids

24.10.2024 at 11.00 am

16.1 Venue, Time, and Date of Bid Opening

Venue: Committee Room of Cadet College Larkana

Time: 11.30 am on **24.10.2024**

Responsiveness of Bids

(i) Bid is valid till required period,

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

*Cadet College Larkana can adopt either of two options. (Select either of them)

- (a) **Fixed Price contract:** In these contracts no escalation will be provided during currency of the contract and normally period of completion of these works is upto 12 months.
- (b) **Price adjustment contract:** In these contracts escalation will be paid only on those items and in the manner as notified by Finance Department, Government of Sindh, after bid opening during currency of the contract.



FORM OF BID

(LETTER OF OFFER)

Bid R	Referenc	e No
	(Nam	e of Works)
To:		
		
Gentl	emen,	
	1.	Having examined the Bidding Documents including Instructions to Bidders, Bidding Data, Conditions of Contract, Contract Data, Specifications, Drawings, if any, Schedule of Prices and Addenda Nos. for the execution of the above-named works, we, the undersigned, being a company doing business under the name of and address
		and being
		duly incorporated under the laws of Pakistan hereby offer to execute and complete such works and remedy any defects therein in conformity with the said Documents including Addenda thereto for the Total Bid Price of Rs
	2.	We understand that all the Schedules attached hereto form part of this Bid.
	3.	As security for due performance of the undertakings and obligations of this Bid, we submit herewith a Bid Security in the amount of drawn in your favour or made payable to you
		and valid for a period of twenty eight (28) days beyond the period of validity of Bid.
	4.	We undertake, if our Bid is accepted, to commence the Works and to deliver and complete the Works comprised in the Contract within the time(s) stated in Contract Data.
	5.	We agree to abide by this Bid for the period of days from the date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
	6.	Unless and until a formal Agreement is prepared and executed, this Bid, together with your written acceptance thereof, shall constitute a binding contract between us.
	7.	We undertake, if our Bid is accepted, to execute the Performance Security

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

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

Dated this	day of	, 20	
Signature			
in the capacity of	duly a	uthorized to sign bi	d for and on behalf of
(Name of Bidder in Block C	(apitals)		
			(Seal)
Address			
Witness:			
(Signature)			
Name:			
Address:			

SCHEDULES TO BID INCLUDE THE FOLLOWING:

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

SCHEDULE – A TO BID

SCHEDULE OF PRICES

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

PREAMBLE TO SCHEDULE OF PRICES

1. General

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

2. Description

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

3. Units & Abbreviations

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

As per Government of Sindh

4. Rates and Prices

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

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

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

- 4.5 (a) The bidder shall be deemed to have obtained all information as to and all requirements related thereto which may affect the bid price.
 - *(b) The Contractor shall be responsible to make complete arrangements for the transportation of the Plant to the Site.
- 4.6 The Contractor shall provide for all parts of the Works to be completed in every respect. Notwithstanding that any details, accessories, etc. required for the complete installation and satisfactory operation of the Works, are not specifically mentioned in the Specifications, such details shall be considered as included in the Contract Price.

5. Bid Prices

5.1 Break-up of Bid Prices

The various elements of Bid Prices shall be quoted as detailed by the Cadet College Larkana in the format of Schedule of Prices.

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

5.2 Total Bid Price

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

6. Provisional Sums and Day work

- 6.1 Provisional Sums included and so designated in the Schedule of Prices if any, shall be expended in whole or in part at the direction and discretion of the Engineer/Cadet College Larkana. The Contractor will only receive payment in respect of Provisional Sums, if he has been instructed by the Engineer/Cadet College Larkana to utilize such sums.
- 6.2 Day work rates in the contractor's bid are to be used for small additional amounts of work and only when the Engineer have given written instructions in advance for additional work to be paid for in that way.

SCHEDULE OF PRICES – SUMMARY OF BID PRICES

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

SCHEDULE OF PRICES

Item No.	Description	Quantity	Unit Rate (Rs)	Total Amount (Rs)
1. 2. 3.	I. (Civil works)			
1. 2. 3.	II.Internal sanitary and water supply.			
1. 2. 3.	III. Electrification.			
1. 2. 3.	IV. External Development works.	ed S	eprat	ely
1. 2. 3.	V. Miscellaneous Items		_	

Total (to be carried to Summary of Bid Price)

Add/ Deduct the percentage quoted above/below on the prices of items based on Composite Schedule of Rates.

*SPECIFIC WORKS DATA

(To be prepared and incorporated by the Procuring Agency)

Attached Seprately

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

WORKS TO BE PERFORMED BY SUBCONTRACTORS*

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

Items of Works to be Sub-Contracted

Name and address of Sub-Contractors

Statement of similar works previously executed. (attach evidence)

The work shall not be sublet to subcontractor

- 1. No change of Sub-Contractors shall be made by the bidder without prior approval of the Cadet College Larkana.
- 2. The truthfulness and accuracy of the statement as to the experience of Sub-Contractors is guaranteed by the bidder. The Cadet College Larkana's judgment shall be final as to the evaluation of the experience of Sub-Contractors submitted by the bidder.
- 3. Statement of similar works shall include description, location & value of works, year completed and name & address of the clients.

PROPOSED PROGRAMME OF WORKS

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

METHOD OF PERFORMING WORKS

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

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

(INTEGRITY PACT)

DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC PAYABLE BY CONTRACTORS

(FOR CONTRACTS WORTH RS. 10.00 MILLION OR MORE)

Contract No	Dated	
Contract Value:Contract Title:		
	f any contract, right, int	nereby declares that it has not obtained erest, privilege or other obligation of t business practice.
warrants that it has fully dec anyone and not given or agree or outside Pakistan either di including its affiliate, agent, sponsor or subsidiary, any whether described as consulta the procurement of a contract	lared the brokerage, con ed to give and shall not g irectly or indirectly thro associate, broker, consu commission, gratification ation fee or otherwise, wi ct, right, interest, privile	name of Contractor] represents and mission, fees etc. paid or payable to give or agree to give to anyone within bugh any natural or juridical person, ltant, director, promoter, shareholder, on, bribe, finder's fee or kickback, ith the object of obtaining or inducing ege or other obligation or benefit in except that which has been expressly
make full disclosure of all ag	reements and arrangeme PA and has not taken an	rict liability that it has made and will ents with all persons in respect of or y action or will not take any action to ranty.
declaration, not making full d defeat the purpose of this d contract, right, interest, privil	isclosure, misrepresenting leclaration, representation lege or other obligation lice to any other rights and	strict liability for making any false of facts or taking any action likely to on and warranty. It agrees that any or benefit obtained or procured as ad remedies available to PA under any ton of PA.
Supplier/Contractor/Consultant it on account of its corrupt b amount equivalent to ten time kickback given by [name of Co	t] agrees to indemnify Papers and fusiness practices and fusine sum of any commission tractor] as aforesaid for	I by PA in this regard, [name of A for any loss or damage incurred by arther pay compensation to PA in an ion, gratification, bribe, finder's fee or the purpose of obtaining or inducing lege or other obligation or benefit in
[Principal & Project Director] Cadet College Larkana		[Contractor]



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CONDITIONS OF CONTRACT

1. GENERAL PROVISIONS

1.1 **Definitions**

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

The Contract

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

Persons

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

Dates, Times and Periods

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

Money and Payments

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

does not include any allowance for profit.

Other Definitions

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

1.2 **Interpretation**

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

1.3 **Priority of Documents**

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

1.4 **Law**

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

1.5 **Communications**

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

1.6 **Statutory Obligations**

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

2. THE CADET COLLEGE LARKANA

2.1 **Provision of Site**

The Cadet College Larkana shall provide the Site and right of access thereto at the times stated in the Contract Data.

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

2.2 **Permits etc.**

The Cadet College Larkana shall, if requested by the Contractor, assist him in applying for permits, licenses or approvals which are required for the Works.

2.3 Engineer's/Cadet College Larkana's Instructions

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

2.4 **Approvals**

No approval or consent or absence of comment by the Engineer/Cadet College Larkana shall affect the Contractor's obligations.

3. ENGINEER'S/CADET COLLEGE LARKANA'S REPRESENTATIVES

3.1 **Authorised Person**

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

3.2 Engineer's/Cadet College Larkana's Representative

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

4. THE CONTRACTOR

4.1 **General Obligations**

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

4.2 Contractor's Representative

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

4.3 **Subcontracting**

The Contractor shall not subcontract the whole of the works. The Contractor shall not subcontract any part of the works without the consent of the Cadet College Larkana.

4.4 **Performance Security**

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

5. DESIGN BY CONTRACTOR

5.1 Contractor's Design

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

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

5.2 **Responsibility for Design**

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

6. CADET COLLEGE LARKANA'S RISKS

6.1 The Cadet College Larkana's Risks

The Cadet College Larkana's Risks are:-

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

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

7. TIME FOR COMPLETION

7.1 **Execution of the Works**

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

7.2 **Programme**

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

7.3 Extension of Time

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

7.4 **Late Completion**

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

8. TAKING-OVER

8.1 **Completion**

The Contractor may notify the Engineer/Cadet College Larkana when he considers that the Works are complete.

8.2 **Taking-Over Notice**

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

9. REMEDYING DEFECTS

9.1 **Remedying Defects**

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

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

9.2 **Uncovering and Testing**

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

10. VARIATIONS AND CLAIMS

10.1 **Right to Vary**

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

10.2 Valuation of Variations

Variations shall be valued as follows:

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

10.3 Changes in the Quantities.

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

10.4 Early Warning

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

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

10.5 **Valuation of Claims**

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

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

10.6 **Variation and Claim Procedure**

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

11. CONTRACT PRICE AND PAYMENT

11.1 (a) **Terms of Payments**

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

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

(b) Valuation of the Works

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

11.2 **Monthly Statements**

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

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

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

11.3 **Interim Payments**

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

11.4 **Retention**

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

11.5 **Final Payment**

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

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

11.6 **Currency**

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

12. **DEFAULT**

12.1 **Defaults by Contractor**

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

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

12.2 **Defaults by Cadet College Larkana**

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

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

12.3 **Insolvency**

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

12.4 **Payment upon Termination**

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

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

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

13. RISKS AND RESPONSIBILITIES

13.1 Contractor's Care of the Works

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

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

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

13.2 Force Majeure

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

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

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

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

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

14. INSURANCE

14.1 **Arrangements**

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

14.2 **Default**

If the Contractor fails to effect or keep in force any of the insurances referred to in the previous Sub-Clause, or fails to provide satisfactory evidence, policies or receipts, the Cadet College Larkana may, without prejudice to any other right or remedy, effect insurance for the cover relevant to such as a default and pay the premiums due and recover the same plus a sum in percentage given in Contractor Data from any other amounts due to the Contractor.

15. RESOLUTION OF DISPUTES

15.1 **Engineer's Decision**

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

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

15.2 **Notice of Dissatisfaction**

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

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

15.3 **Arbitration**

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

16 INTEGRITY PACT

- 16.1 If the Contractor or any of his Sub-Contractors, agents or servants is found to have violated or involved in violation of the Integrity Pact signed by the Contractor as Schedule-F to his Bid, then the Cadet College Larkana shall be entitled to:
 - (a) recover from the Contractor an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by the Contractor or any of his Sub-Contractors, agents or servants;
 - (b) terminate the Contract; and
 - (c) recover from the Contractor any loss or damage to the Cadet College Larkana as a result of such termination or of any other corrupt business practices of the Contractor or any of his Sub-Contractors, agents or servants.

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

CONTRACT DATA

Sub-Clauses of Conditions of Contract 1.1.3 Procuring Agency Drawings, if any attached 1.1.4 **The Procuring Agency** means Principal & Project Director Cadet College Larkana 1.1.5 **The Contractor** means Commencement Date means the date of issue of Project Director Notice to 1.1.7 Commence which shall be issued within fourteen (14) days of the signing of the Contract Agreement. 1.1.9 **Time for Completion** 12 months 1.1.20 Engineer (mention the name along with the designation including whether he belongs to department or consultant) and other details Engineer Cadet College Larkana 1.3 **Documents forming the Contract listed in the order of priority:** The Contract Agreement (a) (b) Letter of Acceptance (c) The completed Form of Bid Contract Data (d) **Conditions of Contract** (e) (f) The completed Schedules to Bid including Schedule of Prices (g) The Drawings, (if any) (h) The Specifications (i) (j)

2.1	Provi	sion of Site: On the Commencement Date						
3.1	Auth	orized person: Engineer Cadet College Larkana						
3.2	Name	e and address of Engineer's/Cadet College Larkana representative						
	Imtia	z Hussain Solangi, Engineer Cadet College Larkana						
4.4	Perfo	rmance Security:						
	Amou	ant as per bidding documents						
	Valid	ity-do-						
5.1	Requ	irements for Contractor's design (if any):						
	Speci	fication Clause No's						
7.2	Progr	camme:						
	Time	for submission: Within fourteen (14) days* of the Commencement Date.						
	Form	of programme:(Bar Chart/CPM/PERT or other)						
7.4	Amount payable due to failure to complete shall be% per day up to a maximum of							
	(10%)	of sum stated in the Letter of Acceptance						
	(Usua day.)	ally the liquidated damages are set between 0.05 percent and 0.10 percent per						
7.5	In case up-to	Completion e of earlier completion of the Work, the Contractor is entitled to be paid bonus limit and at a rate equivalent to 50% of the relevant limit and rate of liquidated ges stated in the contract data.						
9.1		d for remedying defects bidding documents						
10.2	(e)	Variation procedures:						
		Day work rates as per bidding documents						
11.1		Terms of Payments						
a)	Mobil	ization Advance						

No mobilization advance shall be allowed.

2) Secured Advance on Materials

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

- (vii) Secured Advance should not be allowed unless &until the previous advance, if an, fully recovered;
- (viii) Detailed account of advances must be kept in part II of running account bill; and
- (ix) Secured Advance may be permitted only against materials/quantities anticipated to be consumed / utilized on the work within a period of 3 months from the date of issue of secured advance and definitely not for full quantities of materials for the entire work/contract
- (b) Recovery of Secured Advance:
 - (i) Secured Advance paid to the Contractor under the above provisions shall be effected from the monthly payments on actual consumption basis, but not later than period specified in the rules not more than three months (even if unutilized); other conditions.
 - (ii) As recoveries are made the outstanding accounts of the items concerned in Part II should be reduced b making deduction entries in the column; -deduct quantity utilized in work measured since previous bill, || equivalent to the quantities of materials used by the contractor on items of work shown as executed in part I of the bill.
- (c) Interim payments: The Contractor shall submit to the Engineer monthly statements of the estimated value of the work completed less the cumulative amount certified previously.
 - (i) The value of work completed comprises the value of the quantities of the items in the Bill of Quantities completed.
 - (ii) value of secured advance on the materials and valuation of variations (if any).
 - (iii) Engineer may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.
 - (v) Retention money and other advances are to be recovered from the bill submitted by contractor.

11.2 (6) (6)	11.2 *(a) Valuation	on of the Works:
--------------	---------------------	------------------

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

11.3	Percentage of retention*: (10%)
11.6	Currency of payment: Pak. Rupees
14.1	Insurances: -NA-
	Type of cover
	The Works
	Amount of cover
	The sum stated in the Letter of Acceptance plus fifteen percent (15%)
	Type of cover
	Contractor's Equipment:
	Amount of cover
	Full replacement cost
Туре	of cover
	Third Party-injury to persons and damage to property
	(The minimum amount of third party insurance should be assessed by the Cadet College Larkana and entered).
	Workers:
	Other cover*:
	(In each case name of insured is Contractor and Cadet College Larkana)
14.2	Amount to be recovered
	Premium plus percent (%).
15.3	Arbitration**
	Place of Arbitration:

STANDARD FORMS

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

FORM OF BID SECURITY

(Bank Guarantee)

			Guarantee No					
			Executed on					
(Lette	er by the	e Guarai	ntor to the Cadet College Larkana)					
Name addre		ırantor ((Scheduled Bank in Pakistan) with					
Name	e of Prin	-	Bidder) with					
		-	press in words and					
Bid F	Referenc	e No	Date of Bid					
the reunto Colle be m sever THE subm Colle WHE Bid ti	the the ge Lark ade, we ally, find COND atted the EREAS, that the	ana) in bind of mly by to TTION the ana; and	BY THESE PRESENTS, that in pursuance of the terms of the Bid aid Principal, we the Guarantor above-named are held and firmly, (hereinafter called The the sum stated above, for the payment of which sum well and turselves, our heirs, executors, administrators and successors, joint these presents. OF THIS OBLIGATION IS SUCH, that whereas the Principaccompanying Bid numbered and dated as above (Particulars of Bid) to the said d det College Larkana has required as a condition for considering that furnishes a Bid Security in the above said sum to the Cadet Cd as under:	bound -Cadet ruly to tly and oal has for Cadet				
(1)	the pe	eriod of	Security shall remain valid for a period of twenty eight (28) days by validity of the bid;	eyond				
(2)	ınat 11	n the ev	ent or;					
	(a)	the Pi	rincipal withdraws his Bid during the period of validity of Bid, or					
	(b)	the Principal does not accept the correction of his Bid Price, pursuan Clause 16.4 (b) of Instructions to Bidders, or						
	(c) failure of the successful bidder to							
		(i)	furnish the required Performance Security, in accordance with Clause IB-21.1 of Instructions to Bidders, or	ı Sub-				
		(ii)	sign the proposed Contract Agreement, in accordance with Clauses IB-20.2 & 20.3 of Instructions to Bidders,	Sub-				

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

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

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

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

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

	Guarantor (Bank)
Witness:	1. Signature
1	2. Name
Corporate Secretary (Seal)	3. Title
2	
(Name, Title & Address)	Corporate Guarantor (Seal)

Cadet College Larkana

www.ccl.edu.pk

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FORM OF PERFORMANCE SECURITY (Bank Guarantee)

	Guarantee No
	Executed on
	Expiry Date
(Letter by the Guarantor to the Cadet Co	llege Larkana)
Name of Guarantor (Scheduled Bank in	Pakistan) with
address:	
Name of Principal (Contractor) with address:	
Penal Sum of Security (express in words figures)	s and
Letter of Acceptance No	Dated
Documents and above said Letter of Accrequest of the said Principal we, the Guthe Cadet College Larkana) in the penal su which sum well and truly to be many	ENTS, that in pursuance of the terms of the Bidding ceptance (hereinafter called the Documents) and at the arantor above named, are held and firmly bound unto (hereinafter called the um of the amount stated above, for the payment of ade to the said Cadet College Larkana, we bind trators and successors, jointly and severally, firmly by
THE CONDITION OF THIS OBLIGATION CAN BE CONDITION OF THIS OBLIGATION CAN BE CONDITION OF THIS OBLIGATION OBLI	
	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 Cadet College Larkana, with or without notice to the Guarantor, which notice is, hereby, waived and shall also well and truly perform and fulfill all the undertakings, covenants terms and conditions of the Contract and of any and all modifications of the said Documents that may hereafter be made, notice of which modifications to the Guarantor being hereby waived, then, this obligation to be void; otherwise to remain in full force and virtue till all requirements of Clause 9, Remedying Defects, of Conditions of Contract are fulfilled.

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

be received by us within the validity produced discharged of our liability, if any, under		arantee, failing which we shall be
We,	irrevocably and in upon the Cade and without requirer such demand and Larkana's writtentions under the Carkana's the Carkana's writtentions under the Carkana's writtentions was a writtention with the Carkana's writtention was a writtention with the Carkana was a writtention with the Carkana was a writtention with the Carkana was a writtention was a writtention with the Carkana was a writtention was a written	et College Larkana's first written ing the Cadet College Larkana to my sum or sums up to the amount in declaration that the Principal has Contract, for which payment will
PROVIDED ALSO THAT the Cadet for deciding whether the Principal (Cothe Contract or has defaulted in fulfil without objection any sum or sums up to from the Cadet College Larkana forthwoother person.	ontractor) has dul lling said obligat o the amount state	y performed his obligations under ions and the Guarantor shall pay ed above upon first written demand
IN WITNESS WHEREOF, the above be its seal on the date indicated above, the a affixed and these presents duly signed by of its governing body.	name and corporat	e seal of the Guarantor being hereto
		Guarantor (Bank)
Witness: 1	1	Signature
1		-
Corporate Secretary (Seal)	2.	Name
	3.	Title
2		
(Name, Title & Address)		Corporate Guarantor (Seal)

FORM OF CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT (hereinafter called the -Agreement ||) made on the _____

day of	·	200	betwe	en				_(hereinaf	ter call	led the	
	t College La										
the -C	ontractor) o	of the oth	er part.								
WHER		should l	be execu	ited by tl	ne Con	desirous	d has	accepted	a Bid	by the	
	ictor for the	executio	on and co	mpletion	of suci	i works an	a tne re	emeaying	or any	aerects	
thereir	1.										
NOW	this Agreem	ent witne	essed as f	ollows:							
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 follow relating to as part of the	Instructio	ons to Bio	dders, sha	-	_		•		-	
	` '	Letter of	-		~	le Caleadarla	. 4. Di	J.			
		-		of Bid and	_	h Schedule	s to bi	u;			
	` /					quantities	(BoO):				
	` '	Specific			2111 01	quantities	(200),				
	(f) The	Drawing	gs								
3.	In conside the Contract the Cadet O therein in o	ctor as l College L	hereinafto Larkana t	er menti o execute	oned,	the Contra	actor h ne Wor	nereby co ks and re	venants medy	s with	

The Cadet College Larkana 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.

4.

Signature of the Contactor

(Seal)

Signature of the Principa/PD Cadet College Larkana

(Seal)

Signed, Sealed and Delivered in the presence of:

Witness:

Witness:

(Name, Title and Address)

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

laws.

(Name, Title and Address)

MOBILIZATION ADVANCE GUARANTEE

					Gı	uarantee	No		
	~		~ . ~			Executed	d on		
(Letter by th	ie Guaranto	or to the	Cadet Colle	ge Lark	ana)				
WHEREAS	the							(herei	nafter
called th	ne Proci	uring	Agency)	has	entered	into	a	Contract	for
					(]	Particula	rs of	Contract),	with
			(h	ereinaft	er called the	e Contrac	etor).		
			(2						
AND WHE	DEAC 4h a	Code	Callaga La	ما مساس			4 4	ha Cantraat	41
AND WHE	REAS the	Cadet	College Lai	rkana na	•				or, at the
Contractor's	s reques	st, ar	n amount	of of	Rs			R	upees
)	which am	ount sh	all be adva	anced to	the C	Contractor a	s per
provisions o	of the Contr	act.							
AND WHE	DEAS the	Codet (Collogo I orl	zana had	acked the	Contrac	tor to	furnish	
Guarantee t			_						ne said
Contract.				-			_		
AND WHE (hereinafter	REAS 1	zat	1011, 2	dva		shal		Scheduled usideration	Bank)
Cadet Colle									
agreed to fu	-	_	-						•
NOW THE									
advance for									
fulfillment of shall be	•	_			-				
aforementio			auct Conc	ge Lan	Kana 101	paymen	ı not	CACCCUITE	, the
Notice in w	_	•			_				
final judge, Larkana to			-			_	•		_
			due unde						-

Contractor and without any objection.

This Guarantee shall expire not later than _____ by which date we must have received any claims by registered letter, telegram, telex or telefax. It is understood that you will return this Guarantee to us on expiry or after settlement of the total amount to be claimed hereunder. Guarantor (Scheduled Bank) Witness: 1. Signature _____ 2. Name _____ Corporate Secretary (Seal) 3. Title _____

This Guarantee shall come into force as soon as the advance payment has been credited to the

No Mobilization advance shall be allowed

Corporate Guarantor (Seal)

account of the Contractor.

(Name, Title & Address)

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 ---- ------- BETWEEN (hereinafter called "the Contractor" which expression shall where the context so admits or implied be deemed to include his heirs, executors, administrators and assigns) of the one part and THE GOVERNOR OF SINDH (hereinafter called "the Government" of the other part). WHEREAS by an agreement, dated (hereinafter called the said agreement, the contractor has agreed to perform the under-mentioned works (hereinafter referred to as the said work):-(Here enter (the description of the works).¹ for an advance to him of Rupees ------(Rs.) on the security of materials absolutely belonging to him and brought by him to the site of the said works the subject of the said agreement for use in the construction of such of the said works as he has undertaken to execute at rates fixed for the finished work (inclusive of the cost of materials and labour and other charge) AND WHEREAS the Government has agreed to advance to the Contractor the sum of Rupees, (Rs.) on the security of materials the quantities and other particulars of which are detailed in Part II of Running Account Bill (E). the said works signed by the contractor Fin R.Form.17.A on----- and on such covenants and conditions as are hereinafter contained and the Government has reserved to itself the option of marking any further advance or advances on the security of other materials brought by the Contractor to the site of the said works. NOW THIS INDENTURE WTTNESSETH that in pursuance of the said (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 (R .F----) so advanced by the Government to the Contractor as aforesaid and all or any further sum or sums which may be advanced aforesaid shall be employed by the contractor in or towards expending the execution of the said works and for no other purpose whatsoever.

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

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

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

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

- (4) That the Contractor shall make at his own cost all necessary and adequate arrangement for the proper watch, safe custody and protection against all risks of the said material and that until used in construction as aforesaid the said materials shall remain at the site of the said works in the Contractor's custody and at his own risk and on his own responsibility and shall at all times be open to inspection by (he Divisional Officer or any officer authorized by him. In the event of the said materials of any part (hereof being stolen, destroyed or damaged or becoming deteriorated in a grater degree than is due to reasonable use and wear thereof Contractor will forthwith replace the same with other materials of like qualify or repair and make good the same as required by the Divisional Officer and the materials so brought to replace the said materials so repaired and made good shall also be considered as security for the said amount.
- (5) 'Hurt the said materials shall not on any account be removed from the site of the said works except with the written permission of the Divisional Officer or an officer authorized by him in that behalf
- (6) That the said amount shall be payable in full when or before the Contractor receives payment, from the Government of the price payable to him for the said works under the terms and provisions of the said agreement PROVIDED THAT—if any intermediate payments are made to the contractor on account of work done then on the occasion—of each such payment the Government will be at liberty to make a recovery from the Contractors Bill for such payment by deducting there from in the value of the said materials (hen actually used in the construction and in respect of which recovery has not been made previously the value for this purpose being determined in respect of each description of material at (he rates at which the amount of the advances made under these presents were calculated.
- (7) That if the Contractor shall at any time make any default in the performance or observation in any respect of any of the terms and provisions of the said agreement or of these presents the total amount of the advance or advances that may still be owing to the Government shall immediately on the happening of such default be repayable by the Contractor to the Government together with interest thereon at twelve

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

(8)	Tha	t the	Contractor	hereby	charges	all	the	said	materia	ls with	the
repaymen	t to the Go	vernme	ent of the said	sum of R	upees						
(Rs) a	and an	y further sum	or sums	which ma	y be	advan	iced as	s aforesa	id and	
all cost	s charges	dam	ages and e	expenses	payable	unde	er th	ese p	resent	PROVII	DED
ALWAY	S and it i	s here	by agreed a	nd declar	ed that no	ot wi	thstar	ding	anything	in the	said
agreemen	t and wi	thout	prejudice to	the po	wers con	taine	d the	rein	if and	whether	the
covenant	for payme	ent an	d repayment	hereinbe	fore cont	ainec	l shal	l beco	ome enfo	orceable	and
the money	y owing sha	all not	be paid to acc	cordingly.							

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

- (a) Seize and utilize the said materials or any part thereof in the completion of the said works on behalf of the Contractor in accordance with the provisions in that behalf contained in the said agreement debiting the Contractor with the actual cost of effecting such completion the amount due and of advances under these presents crediting the respect Contractor with the value of work done as he had carried it out in accordance with the said agreement and at the rates thereby provided. If the balance is against the Contractor he is to pay the same to the Government on demand.
- (b) Remove and sell by public auction the seized materials or any part thereof and out of the moneys arising from the sale retain all the sums aforesaid repayable to the Government under these presents and pay over the surplus (if any) to the Contractor.
- (c) Deduct all or any part of the moneys owing out of the security deposit or any sum due to the Contractor under the said agreement.
- (9) That except as is expressly provided by the presents interest on the aid advance shall not be payable.

In witnesses whereof the* Governor of Sindh and the said		
their respective hands and seals the day and first above written.		
Signed, sealed and delivered by* In the presence of		
Seal 1st witness 2 nd witness		
Signed, sealed and delivered by* In the presence of		
Seal 1st Witness 2 nd witness		

SPECIFICATIONS

[Note for Preparing the Specifications]

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

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

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

Sample Clause: Equivalency of Standards and Codes

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

Name of Work : Provision of Allied / Sports Facilities at Cadet College Larkana

S.No.	Description	Amount (Rs.)
1	Construction of Basketball Court	
2	Construction of Hockey Ground	
3	Repair / Renovation of Buildings	
4	Construction of Boundary Wall	
	Total Cost	

Member Project Committee Cadet College Larkana Member Project Committee Cadet College Larkana

Chairman Project Committee Cadet College Larkana

Name of Work : Construction of Basketball Court

Summary								
	Cost of Schedule Items	Cost of Non Scheduled Items	Premium on Schedule Items	Cost of Premium	Total Cost			
	Items (Rs.)	Items (Rs.)			(Rs.)			
Civil Work	3,542,441							

Name of Work: Construction of Basketball Court

1) S	1) SCHEDULE OF ITEM (A), CIVIL WORKS							
S.No	Description of Item	Unit	Qty	Rate (Rs.)	Amount			
1	Excavation in foundation of building bridges and other structures including dagbelling dressing refilling around structure with excavated earth watering and ramming							
	lead up to 5ft, lead upto one chain (30 metre) and lift upto 5 ft. (1.5 metre) (S.I. No. 18 (b)/P-3) (a) In ordinary soil	P.cft	2225	11 00	27 621			
2	Cement concrete brick or stone ballast 1 1/2" to 2' gauge	P.CIL	2325	11.88	27,621			
	(b) Ratio 1:4:8 (S.I. No. 5(b)/P-10).	P.Cft	3431	296.69	1,017,943			
3	Pacca brick work in foundation and plinth in c) cement sand mortar (1:6) (S.No 4)(e/P.15)							
	a. Foundation	P.Cft		359.2	-			
4	Pacca brick work in ground floor in (including striking of joints.) c) cement sand mortar (1:6) (S.No 5)(e)/P.16)							
	b. G.Floor	P.Cft	2331.2	381.18	888,622			
5	Cement Plaster 1;4 upto 12' height (S.I.No.11(a)/P-38)							
	a. 3/8" thick (1:4)	PSft	1860	37.78	70,271			
6	Cement Plaster 1;4 upto 12' height (S.I.No.13(b)/P-38)							
	b. 1/2" thick (1:6)	PSft	1860	37.01	68,839			
	Preparing the surface and painting with weather coat i/c rubbing the surface with rubbing brick / sand paper filling the voids with chalk/plaster of pairs and then painting with weather of approved make.(S.I.No.38(a) P-40) (a+b)							
	2nd & Subsequent coat	PSft	930	86.58	80,519			
8	Preparing surface and painting doors and windows any type (includign edges) (S.I.No.5(c)(i-ii)/P-49)							
	Each Subsequent Coat	P.Sft	5700	25.52	1,454.64			
9	Supplying and filling sand under floor and plugging in walls (S.I.No.29/P-20)	P.Cft	8550.00	57.52	491,796.00			

S.No	Description of Item	Unit	Qty	Rate (Rs.)	Amount		
	Providing and laying 1" thick topping cement concrete (1:2:4) including surface finishing and dividing into panels: (S.I.No.16/P-31)						
	d. 3" thick	Psft	6175	145.00	895,375		
	TOTAL AM	_E ITEMS	3,542,441				
2) N	2) NON SCHEDULE OF ITEM (B), CIVIL WORKS						
	Supply and fixing G.I.Pole 4" dia with colour paint coating and fixing concrete 1:2:4 with imported 12mm glass 3' x 5' including Ring 4/8"		2				
	Total						

Name of Work: Construction of Hockey Ground

Non-Schedule Items								
S.No	Description of Item	Unit	Qty	Rate (Rs.)	Amount			
1	Removal/excavation of earth on top layer 6" and shifting from site upto 2Km.	Cft	15300					
2	Providing and spreading of river sand levelling, dressing and making lawn with grass etc, complete in all respects	%Cft	76500					
3	Providing, fabricating and fixing Football size 24' x 8' comprising of G.I.Pipe post of dia size 5", with naloon net including all required accessories and base foundation complete in all respect	Set	1.0					
4	Providing and fixing 2-HP Motors set i/c pump including boring upto 70ft with all accessories foundation, volves and wiring etc. complete in all respect		1					
5	Maintenance of ground after completion of Project	Month	6					

Name of Work : **Repair/Renovation of Buildings**

	Cost of Schedule Items	Cost of Non Scheduled Items	Premium on Schedule Items	Cost of Premium	Total Cost
	Items (Rs.)	Items (Rs.)			(Rs.)
Repair/Renovation of Buildings	28,587,304				

Cadet College Larkana

Name of Work : Repair/Renovation of Buildings

A. S.No	Civil Work Description of Item	Unit	Qty	Rate (Rs.)	Amount
1	Providing and laying 1" thick topping cement concrete (1:2:4) including surface finishing and dividing into panels: (S.I.No.16/P 31)			(1.0.)	
	c. 2" thick	PSft	82822	108.75	9,006,893
2	Cement Plaster 1;4 upto 12' height (S.I.No.11(a)/P-38)				
	a. 3/8" thick (1:4)		40024	37.78	1,512,107
3	Cement Plaster 1;4 upto 12' height (S.I.No.13(b)/P-38)				
Ü	b. 1/2" thick (1:6)	PSft	40024	37.01	1,481,288
4	Distempering (c) New surface (iii) Three coats. (S.I No. 24(c)/P-39).		189943	17.23	3,272,718
5	Laying floor of approved with glazed tiles 1/4" thick dado of approved color & size jointing in white cement and laid over 1;2 cement sand mortor 3/4" thick includign grouting with matching color and finishing (S.I.No.24/P-31)	PSdt	7003	389.36	2,726,688
6	Preparing the surface and painting with weather coat i/c rubbing the surface with rubbing brick / sand paper filling the voids with chalk/plaster of pairs and then painting with weather of approved make.(S.I.No.38(a) P-40) (a+b)				
	2nd & Subsequent coat	PSft	116082	86.58	10,050,380
	Pacca brick work in ground floor in (including striking of joints.)				
7	c) cement sand mortar (1:6)				
	(S.No 5)(e)/P.16)				
	b. G.Floor	P.Cft	110.0	381.18	41,930
8	Dismentaling 2nd Class tile roofing (S.I.No.22(b)/P-6)	P.Cft	12230.0	15.84	193,723
9	Removing cement or lime plaster (S.I.No.53/P-7)	P.Sft	25145.0	5.39	135,532
10	Dismentaling glazed or encaustic tiles etc. (S.I.No.55/P-8)	P.Sft	3500.0	31.19	109,165
11	Painting old surface painting doors & windows any type (S.I.No.4(c)(i-ii)/P-48)				
	First Coat and Each Subsequent Coat	P.Sft	2435.0	23.36	56,882
		Total			28,587,304.14
			Total		28,587,304.00

B) No	B) Non-Schedule Items					
1	Supply, connecting, jointing with gland bushes, thimble etc of 4 core armored cable (Pakistan Cable) including excavation of trenches (3' x 1.5') and laying 4" dia PVC pipe for cable, fixing of Cable marker on the line and laying brick (9" x 4" 1/2) over th cable and refilling of earth/sand as per direction of Engineer. Supply & fixing of Cable 150mm Copper (4 core)		168			
2	Supply and fixing of UPVC Bathroom doors openable frame 60mm, Inward door 114mm, Border profile 52mm, door panel 100mm, PVC coating hanges 95mm of turkey, 12" S.S Handle and lock openable door and frame thickness 2.5mm	PSft	1400			
3	Supply & applying Polywatheac coating (PU coating PU-2760) applying 2 coats including cleaning, washing and blowing off dust from the area, complete in all respects.		54134			
Total						

Name of Work : Construction of Boundary Wall

Summary						
	Cost of Schedule Items	Cost of Non Scheduled Items	Premium on Schedule Items	Cost of Premium	Total Cost	
	Items (Rs.)	Items (Rs.)			(Rs.)	
Boundary Wall	42,507,140					

Name of Work: Construction of Boundary Wall

1) S	CHEDULE OF ITEM (A), CIVIL WORKS				
S.No	Description of Item	Unit	Qty	Rate (Rs.)	Amount
	Excavation in foundation of building bridges and other				
	structures including dagbelling dressing refilling around				
1	structure with excavated earth watering and ramming				
'	lead up to 5ft, lead upto one chain (30 metre) and lift				
	upto 5 ft. (1.5 metre) (S.I. No. 18 (b)/P-3)				
	(a) In ordinary soil	P.cft	28464	11.88	338,152
2	Cement concrete brick or stone ballast 1 1/2" to 2' gauge				
	(b) Ratio 1:4:8 (S.I. No. 5(b)/P-10).	P.Cft	3840	296.69	1,139,290
3	Reinforced cement concrete work including all labour and material except the cost of steel reinforcement and its labour for bending and binding which will be paid separately. This rate also includes all kinds of forms moulds, lifting, centering, shuttering and curing (includign screening and washing of shingle.) (S.I.No.6/P-11)				
	a) R.C.C work in roof slab, beams columns rafts,lintels and other structural members laid in situ or precast laid in position complete in all respects.				
	(i) ratio 1:2:4 90 Lbs of cement, 2 cft sand and 4 cft shingle 1/8" to 3/4" gauge.	P.Cft	11987	717.59	8,601,393
4	Pacca brick work in foundation and plinth in c) cement sand mortar (1:6) (S.No 4)(e/P.15)				
	a. Foundation	P.Cft	9512.0	359.2	3,416,710
5	Pacca brick work in ground floor in (including striking of joints.) c) cement sand mortar (1:6) (S.No 5)(e)/P.16)				
	b. G.Floor	P.Cft	9518.0	381.18	3,628,071
5	Cement Plaster 1;4 upto 12' height (S.I.No.11(a)/P-38)				
	a. 3/8" thick (1:4)	PSft	77644	37.78	2,933,390
6	Cement Plaster 1;4 upto 12' height (S.I.No.13(b)/P-38)				
	b. 1/2" thick (1:6)	PSft	77644	37.01	2,873,604

S.No	Description of Item	Unit	Qty	Rate (Rs.)	Amount
7	fabrication of deformed steel reinforcement for cement concrete includign cutting bending laying in position, making joints and fastenings includign cost of binding wire (also includes removeal of rust from bars)				
	(S.I.No.8)a(i)/P-12)	P.Cwt	576.52	18934.02	10,915,841
8	Preparing the surface and painting with weather coat i/c rubbing the surface with rubbing brick / sand paper filling the voids with chalk/plaster of pairs and then painting with weather of approved make.(S.I.No.38(a) P-40) (a+b)				
	2nd & Subsequent coat	PSft	77644	86.58	6,722,418
9	Dismentaling brick work in lime or cement mortar (S.I.No.13/P-5)	P.Cft	19740	59.41	1,172,753.40
10	Dismentaling cement concrete plain 1:2:4 (S.I.No.19(c)/P-6)	P.Cft	1410	133.08	187,642.80
11	Vertical damp proof course of 3/4" thick cement plaster 1;2 with bitumen at (20Lbs, Per %Sft) (S.I.No.70/P70)	P.Sft	5640	102.46	577,874.40
	ТОТА	L AMOU	JNT SCHED	ULE ITEMS	42,507,140
2) N	ON SCHEDULE OF ITEM (B), CIVIL WORKS				
1	Providing & fixing G.I barbed wire/Razor wire (circular) fencing comprising of 12 gauge-6 points @ 75mm apart barbed wire with razor wire i/c straightening & fixing in angle iron vertical post of size 2"x 2" x1/4" thick embedded in RCC/masonry columns i/c making cuts/holders @ 12" including fixing in pillars by chiseling and filling with cement sand mortar, scraping & finishing the surface with and including 2 coats of enamel painting over a coat of primer etc. complete in all respects as per standard specification, drawing and entire satisfaction of the Engineer.	Sft	3750		
	TOTAL AMOU	NT OF I	NON SCHED	ULE ITEMS	