

**PAKISTAN AGRICULTURAL RESEARCH COUNCIL
WATER AND WASTE MANAGEMENT INSTITUTE (WAWMI),
TANDOJAM**



**CONSTRUCTION & INSTALLATION OF CIVIL
INFRASTRUCTURE AT
PARC-WATER AND WASTE MANAGEMENT INSTITUTE
(PARC-WAWMI), TANDOJAM**

Under

*Appraisal and Adoption of Efficient Rainwater Harvesting Techniques for
Effective Soil and Water Conservation and Use in Khirthar National Range
(ALP-RWH Project NR-356)*

TENDER DOCUMENTS

Procurement Section
Administration & General Services
PARC-SARC
Old Block 9&10, Karachi University Campus
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INSTRUCTION TO TENDERERS

TABLE OF CONTENTS

Description	Page No.
INVITATION FOR BIDS	6
INSTRUCTIONS TO BIDDERS	7
A. General	
IB.1 Scope of Bid	7
IB.2 Source of Funds	7
IB.3 Eligible Bidders	7
IB.4 One Bid Per Bidder	7
IB.5 Cost of Bidding	7
IB.6 Site Visit	8
B. Bidding Documents	
IB.7 Contents of Bidding Documents	8
IB.8 Clarification of Bidding Documents	8
IB.9 Amendment of Bidding Documents	9
C. Preparation of Bids	
IB.10. Language of Bid	9
IB.11 Documents Accompanying the Bid	9
IB.12 Bid Prices	10
IB.13 Currencies of Bid and Payment	11
IB.14 Bid Validity	12
IB.15 Bid Security	12
IB.16 Alternate Proposals by Bidder	13
IB.17 Pre-Bid Meeting	13
IB.18 Format and Signing of Bid	14
D. Submission of Bids	
IB.19 Sealing and Marking of Bids	14
IB.20 Deadline for Submission of Bids	15
IB.21 Late Bids	15
IB.22 Modification, Substitution and Withdrawal of Bids	16

E. Bid Opening and Evaluation

IB.23	Bid Opening	16
IB.24	Process to be Confidential	17
IB.25	Clarification of Bids	17
IB.26	Examination of Bids and Determination of Responsiveness	17
IB.27	Correction of Errors	18
IB.28	Evaluation and Comparison of Bids	18

F. Award of Contract

IB.29	Award	19
IB.30	Employer's Right to Accept any Bid and to Reject any or all Bids	19
IB.31	Notification of Award	20
IB.32	Performance Security	20
IB.33	Signing of Contract Agreement	20
IB.34	General Performance of the Bidders	21
IB.35	Integrity Pact	21
IB.36	Instructions Not Part of Contract	21

BIDDING DATA 22-26

FORM OF BID AND APPENDICES TO BID 27

FORM OF BID		28-29
Appendix-A to Bid	: Special Stipulations	30
Appendix-B to Bid	: Foreign Currency Requirements	31
Appendix-C to Bid	: Price Adjustment (Under Clause 70)	32
Appendix-D to Bid	: Bill of Quantities	33-45
Appendix-E to Bid	: Proposed Construction Schedule	46
Appendix-F to Bid	: Method of Performing the Work	47
Appendix-G to Bid	: List of Major Equipment – Related Items	48-49
Appendix-H to Bid	: Construction Camp and Housing Facilities	50
Appendix-I to Bid	: List of Subcontractors	51
Appendix-J to Bid	: Estimated Progress Payments	52
Appendix-K to Bid	: Organization Chart of the Supervisory Staff and Labour	53
Appendix-L to Bid	: Integrity Pact	54

FORMS 55

BID SECURITY	56-57
PERFORMANCE SECURITY	58-59
CONTRACT AGREEMENT	60-61
MOBILIZATION ADVANCE GUARANTEE/BOND	62-63

PART-I: GENERAL CONDITIONS OF CONTRACT	64
PART-II: PARTICULAR CONDITIONS OF CONTRACT	65-85
List of Approved Manufacturers	86-89
Special Conditions for Electrical Works	90

INVITATION FOR BIDS

F. No. 13-12/ Proc./ WAWMI/ NR-356/ 2025-26
PARC-Southern Zone Agricultural Research Center
Administration & General Services
Procurement Section

NOTICE FOR INVITATION TO BIDDERS

The **WATER AND WASTE MANAGEMENT INSTITUTE (PARC-WAWMI)** of Pakistan Agricultural Research Council, located at **Tandojam** invites electronic bids on item rate basis through EPADS from the reputed firms having three years minimum relevant experience & an undertaking that the firm has no litigation with any Department/Client or not black-listed by any Department/Client, registered with PEC in category C-6 or above, Income Tax & Sales Tax Department for following Work.

Description of work	Bid Security	Completion Period
Construction & Installation of Civil Infrastructure at PARC-WAWMI, Tandojam	Amount Rs:110,000/- in the form of Pay Order or Bank Draft in favour of Director General, Southern Zone Agricultural Research Center	One Calendar Month

- 2) The procedure of open competitive bidding is "**Single Stage-Single Envelope**".
- 3) Interested bidders are requested to register themselves on the E-Pak Acquisition & Disposal System (EPADS) <https://eprocure.gov.pk/#/supplier/registration> and submit their tender documents through the EPADS.
- 4) The bid security for the bid in the form of Call Deposit/Bank Draft (refundable) drawn in favor of Director General, Southern Zone Agricultural Research Center, scanned copy of which is required to be uploaded through EPADS and hard copy must be submitted physically along with hard-copy of sealed bidding document on the closing date of the tender to office of **Superintendent (Procurement), Old Block 9 & 10, University of Karachi Campus, Karachi**.
- 5) The tender documents must be submitted via EPADS at the latest by **June 15, 2026, by 1430 hours**. Bids will be opened at **1500** hours on the same day in the presence of bidders/bidders' representatives who choose to attend at the office of **Directorate General PARC-SARC, Old Block 9 & 10, University of Karachi Campus, Karachi**. This advertisement is also available on PPRA's website at www.ppra.org.pk and on PARC's website at <https://www.parc.gov.pk>
- 6) All applicable Govt. taxes are sole responsibility of the firm/bidder.
- 7) PARC reserves the right to reject any or all bid proposals or may cancel the tender at any stage. However, PARC shall upon request, communicate to any supplier/contractor who submitted a bid or proposal, the grounds for its rejection but is not liable to justify those grounds.

INSTRUCTIONS TO BIDDERS

IB-1

INSTRUCTIONS TO BIDDERS

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

A. GENERAL

IB.1 Scope of Bid

- 1.1 The Employer as defined in the Bidding Data hereinafter called “the Employer” wishes to receive bids for the construction and completion of works as described in these Bidding Documents and summarized in the Bidding Data hereinafter referred to as the “Works”.
- 1.2 The successful bidder will be expected to complete the Works within the time specified in Appendix-A to Bid.

IB.2 Source of Funds

- 1.1 The Employer has arranged funds from “PARC-Water & Waste Management Institute (PARC-WAWMI), Tandojam.”

IB.3 Eligible Bidders

- 3.1 This Invitation for Bids is open to all bidders meeting the following requirements:
 - a. Duly licensed by the Pakistan Engineering Council (PEC) in the Category C-6 or above relevant to the Works.
 - b. Duly prequalified / enlisted with the Employer.

IB.4 One Bid per Bidder

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

IB.5 Cost of Bidding

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

IB-2

IB.6 Site Visit

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

B. BIDDING DOCUMENTS

IB.7 Contents of Bidding Documents

- 7.1 The Bidding Documents, in addition to invitation for bids, are those stated below and should be read in conjunction with any Addenda issued in accordance with Clause IB.9.
1. Instructions to Bidders.
 2. Bidding Data.
 3. General Conditions of Contract, Part-I (GCC).
 4. Particular Conditions of Contract, Part-II (PCC).
 5. Specifications – Special Provisions.
 6. Specifications - Technical Provisions.
 7. Form of Bid & Appendices to Bid.
 8. Bill of Quantities (Appendix-D to Bid).
 9. Form of Bid Security.
 10. Form of Contract Agreement.
 11. Forms of Performance Security
 12. Form of Mobilization Advance Guarantee/Bond.
 12. Drawings.
- 7.2 The bidders are expected to examine carefully the contents of all the above documents. Failure to comply with the requirements of bid submission will be at the Bidder's own risk. Pursuant to Clause IB.26, bids which are not substantially responsive to the requirements of the Bidding Documents will be rejected.

IB.8 Clarification of Bidding Documents

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

IB-3

Copies of the Employer's response will be forwarded to all purchasers of the Bidding

Documents, including a description of the enquiry but without identifying its source.

IB.9 Amendment of Bidding Documents

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

C. PREPARATION OF BIDS

IB.10 Language of Bid

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

IB.11 Documents Accompanying the Bid

- 11.1 Each bidder shall:
 - (a) submit a written power of attorney authorizing the signatory of the bid to act for and on behalf of the bidder.
 - (b) update the information indicated and listed in the Bidding Data and previously submitted with the application for prequalification, and continue to meet the minimum criteria set out in the prequalification documents which as a minimum, would include the following :
 - (i) Evidence of access to financial resources along with average annual construction turnover.

IB-4

- (ii) Financial predictions for the current year and the two following years including the effect of known commitments;

- (iii) Work commitments since prequalification;
- (iv) Current litigation information; and
- (v) Availability of critical equipment.

and

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

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

 and other pertinent information such as mobilization programme etc.

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

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

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

IB-5

IB.12 Bid Prices

12.1 Unless stated otherwise in the Bidding Documents, the Contract shall be for the whole of the Works as described in Sub-Clause 1.1 hereof, based on the unit rates and / or

prices submitted by the bidder.

- 12.2 The bidders shall fill in rates and prices for all items of the Works described in the Bill of Quantities. Items against which no rate or price is entered into by a bidder will not be paid for by the Employer when executed and shall be deemed covered by rates and prices for other items in the Bill of Quantities.
- 12.3 All duties, taxes and other levies payable by the Contractor under the Contract, or for any other cause, as on the date 28 days prior to the deadline for submission of bids shall be included in the rates and prices and the total Bid Price submitted by a bidder.

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

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

IB.13 Currencies of Bid and Payment

- 13.1 The unit rates and the prices shall be quoted by the bidder entirely in Pak rupees. A bidder expecting to incur expenditures in other currencies for inputs to the Works supplied from outside the Employer's country (referred to as the "Foreign Currency Requirements") shall indicate the same in Appendix-B to Bid. The proportion of the Bid Price (excluding Provisional Sums) needed by him for the payment of such Foreign Currency Requirements either (i) entirely in the currency of the Bidder's home country or, (ii) at the bidder's option, entirely in Pak rupees provided always that a bidder expecting to incur expenditures in a currency or currencies other than those stated in (i) and (ii) above for a portion of the foreign currency requirements, and wishing to be paid accordingly, shall indicate the respective portions in his bid.
- 13.2 The rates of exchange to be used by the bidder for currency conversion shall be the TT&OD Selling Rates published or authorized by the State Bank of Pakistan prevailing on the date 28 days prior to the deadline for submission of bids. For the purpose of payments, the exchange rates used in bid preparation shall apply for the duration of the Contract.

IB.14 Bid Validity

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

IB.15 Bid Security

- 15.1 Each bidder shall furnish, as part of his bid, a Bid Security in the amount stipulated in the Bidding Data in Pak Rupees or an equivalent amount in a freely convertible currency.
- 15.2 The Bid Security shall be, at the option of the bidder, in the form of Bank Draft, Deposit at Call or an irrevocable Bank Guarantee issued by a Scheduled Bank in Pakistan or from a foreign bank duly counter guaranteed by a Scheduled Bank in Pakistan in favour of the Employer valid for a period 28 days beyond the Bid Validity date.
- 15.3 Any bid not accompanied by an acceptable Bid Security shall be rejected by the Employer as non-responsive.
- 15.4 The bid securities of unsuccessful bidders will be returned as promptly as possible, but not later than 28 days after the expiration of the period of Bid Validity.
- 15.5 The Bid Security of the successful bidder will be returned when the bidder has furnished the required Performance Security and signed the Contract Agreement.
- 15.6 The Bid Security may be forfeited:
- (a) if the bidder withdraws his bid except as provided in Sub-Clause 22.1;
 - (b) if the bidder does not accept the correction of his Bid Price pursuant to Sub-Clause 27.2 hereof; or
 - (c) In the case of successful bidder, if he fails within the specified time limit to:
 - (i) furnish the required Performance Security; or
 - (ii) sign the Contract Agreement.

IB.16 Alternate Proposals by Bidder

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

IB.17 Pre-Bid Meeting

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

IB.18 Format and Signing of Bid

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

D. SUBMISSION OF BIDS

IB.19 Sealing and Marking of Bids

- 19.1 Each bidder shall submit his bid as under:
 - (a) ORIGINAL and each copy of the Bid shall be separately sealed and put in separate envelopes and marked as such.
 - (b) The envelopes containing the ORIGINAL and copies will be put in one sealed envelope and addressed / identified as given in Sub- Clause 19.2 hereof.

- 19.2 The inner and outer envelopes shall:

- (a) be addressed to the Employer at the address provided in the Bidding Data;
 - (b) bear the name and identification number of the contract as defined in the Bidding Data; and
 - (c) provide a warning not to open before the time and date for bid opening, as specified in the Bidding Data.
- 19.3 In addition to the identification required in Sub- Clause 19.2 hereof, the inner envelope shall indicate the name and address of the bidder to enable the bid to be returned unopened in case it is declared “late” pursuant to Clause IB.21
- 19.4 If the outer envelope is not sealed and marked as above, the Employer will assume no responsibility for the misplacement or premature opening of the Bid.

IB.20 Deadline for Submission of Bids

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

IB.21 Late Bids

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

IB-10

IB.22 Modification, Substitution and Withdrawal of Bids

- 22.1 Any bidder may modify, substitute or withdraw his bid after bid submission provided that the modification, substitution or written notice of withdrawal is received by the Employer prior to the deadline for submission of bids.
- 22.2 The modification, substitution, or notice for withdrawal of any bid shall be prepared, sealed, marked and delivered in accordance with the provisions of Clause IB.19 with the outer and inner envelopes additionally marked “MODIFICATION”, “SUBSTITUTION” or “WITHDRAWAL” as appropriate.
- 22.3 No bid may be modified by a bidder after the deadline for submission of bids except in accordance with Sub-Clauses 22.1 and 27.2.
- 22.4 Withdrawal of a bid during the interval between the deadline for submission of bids and the expiration of the period of bid validity specified in the Form of Bid may result in forfeiture of the Bid Security in pursuance to Clause IB.15.

E. BID OPENING AND EVALUATION

IB.23 Bid Opening

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

- 23.4 Employer shall prepare minutes of the bid opening, including the information disclosed to those present in accordance with the Sub-Clause 23.3.

IB.24 Process to be Confidential

- 24.1 Information relating to the examination, clarification, evaluation and comparison of bid and recommendations for the award of a contract shall not be disclosed to bidders or any other person not officially concerned with such process before the announcement of bid evaluation report which shall be done at least ten (10) days prior to issue of Letter of Acceptance. The announcement to all Bidders will include table(s) comprising read out prices, discounted prices, price adjustments made, final evaluated prices and recommendations against all the bids evaluated. Any effort by a bidder to influence the Employer's processing of bids or award decisions may result in the rejection of such bidder's bid. Whereas any bidder feeling aggrieved may lodge a written complaint not later than fifteen (15) days after the announcement of the bid evaluation report; however mere fact of lodging a complaint shall not warrant suspension of the procurement process.

IB.25 Clarification of Bids

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

IB.26 Examination of Bids and Determination of Responsiveness

- 26.1 Prior to the detailed evaluation of bids, the Employer will determine whether each bid is substantially responsive to the requirements of the Bidding Documents.
- 26.2 A substantially responsive bid is one which (i) meets the eligibility criteria; (ii) has been properly signed; (iii) is accompanied by the required Bid Security; and (iv) conforms to all the terms, conditions and specifications of the Bidding Documents, without material deviation or reservation. A material deviation or reservation is one (i) which affect in any substantial way the scope, quality or performance of the Works; (ii) which limits in any substantial way, inconsistent with the Bidding Documents, the Employer's rights or the bidder's obligations under the Contract; or (iii) adoption/rectification whereof would affect unfairly the competitive position of other bidders presenting substantially responsive bids.

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

IB.27 Correction of Errors

- 27.1 Bids determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Errors will be corrected by the Employer as follows:
- (a) where there is a discrepancy between the amounts in figures and in words, the amount in words will govern; and
 - (b) where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern, unless in the opinion of the Employer there is an obviously gross misplacement of the decimal point in the unit rate, in which case the line item total as quoted will govern and the unit rate will be corrected.
- 27.2 The amount stated in the Form of Bid will be adjusted by the Employer in accordance with the above procedure for the correction of errors and with the concurrence of the bidder, shall be considered as binding upon the bidder. If the bidder does not accept the corrected Bid Price, his Bid will be rejected, and the Bid Security shall be forfeited in accordance with Sub- Clause 15.6(b) hereof.

IB.28 Evaluation and Comparison of Bids

- 28.1 The Employer will evaluate and compare only the Bids determined to be substantially responsive in accordance with Clause IB.26.
- 28.2 In evaluating the Bids, the Employer will determine for each Bid the evaluated Bid Price by adjusting the Bid Price as follows:
- (a) making any correction for errors pursuant to Clause IB.27;
 - (b) excluding Provisional Sums and the provision, if any, for contingencies in the Summary Bill of Quantities, but including competitively priced Daywork; and
 - (c) making an appropriate adjustment for any other acceptable variation or deviation.
- 28.3 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in Bid evaluation.

- 28.4 If the Bid of the successful bidder is seriously unbalanced in relation to the Employer's estimate of the cost of work to be performed under the Contract, the Employer may require the bidder to produce detailed price analyses for any or all items of the Bill of

Quantities to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, the Employer may require that the amount of the Performance Security set forth in Clause IB.32 be increased at the expense of the successful bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful bidder under the Contract.

F. AWARD OF CONTRACT

IB.29 Award

- 29.1 Subject to Clauses IB.30 and IB.34, the Employer will award the Contract to the bidder whose bid has been determined to be substantially responsive to the Bidding Documents and who has offered the lowest evaluated Bid Price, provided that such bidder has been determined to be eligible in accordance with the provisions of Clause IB.3 and qualify pursuant to Sub-Clause IB 29.2.
- 29.2 The Employer, at any stage of the bid evaluation, having credible reasons for or *prima facie* evidence of any defect in supplier's or contractor's capacities, may require the suppliers or contractors to provide information concerning their professional, technical, financial, legal or managerial competence whether already pre-qualified or not:

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

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

- 30.1 Notwithstanding Clause IB.29, the Employer reserves the right to accept or reject any Bid, and to annul the bidding process and reject all bids, at any time prior to award of Contract, without thereby incurring any liability to the affected bidders or any obligation except that the grounds for rejection of all bids shall upon request be communicated to any bidder who submitted a bid, without justification of grounds. Rejection of all bids shall be notified to all bidders promptly.

IB.31 Notification of Award

- 31.1 Prior to expiration of the period of bid validity prescribed by the Employer, the Employer will notify the successful bidder in writing (“Letter of Acceptance”) that his Bid has been accepted. This letter shall name the sum which the Employer will pay the Contractor in consideration of the execution and completion of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Conditions of Contract called the “Contract Price”).
- 31.2 No Negotiation with the bidder having evaluated as lowest responsive or any other bidder shall be permitted, however, Employer may have clarification meetings to get clarify any item in the bid evaluation report.
- 31.3 The notification of award and its acceptance by the bidder will constitute the formation of the Contract, binding the Employer and the bidder till signing of the formal Contract Agreement.
- 31.3 Upon furnishing by the successful bidder of a Performance Security, the Employer will promptly notify the other bidders that their Bids have been unsuccessful and return their bid securities.

IB.32 Performance Security

- 32.1 The successful bidder shall furnish to the Employer a Performance Security in the form and the amount stipulated in the Bidding Data and the Conditions of Contract within a period of 28 days after the receipt of Letter of Acceptance.
- 32.2 Failure of the successful bidder to comply with the requirements of Sub-Clause IB.32.1 or Clauses IB.33 or IB.35 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security.

IB.33 Signing of Contract Agreement

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

IB.34 General Performance of the Bidders

The Employer reserves the right to obtain information regarding performance of the bidders on their previously awarded contracts/works. The Employer may in case of consistent poor performance of any Bidder as reported by the employers of the previously awarded contracts, interalia, reject his bid and/or refer the case to the Pakistan Engineering Council (PEC). Upon such reference, PEC in accordance with its rules, procedures and relevant laws of the land take such action as may be deemed appropriate under the circumstances of the case including black listing of such Bidder and debarring him from participation in future bidding for similar works.

IB.35 Integrity Pact

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

IB.36 Instructions not Part of Contract

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

BIDDING DATA

NOTES ON BIDDING DATA

The project relates to “**Construction & Installation of Civil Infrastructure at PARC-Water and Waste Management Institute (PARC-WAWMI), Tandojam**”. The nature of work includes Civil Works, Water Supply, Plumbing, Electrical Works.

Work can be taken in hand on all respective work sites simultaneously and the prospective bidder is expected to have sufficient financial resources to maintain a decent cash flow plan.

The prospective bidders are encouraged to inspect the site of works prior to filling their rates, comprehend the site situation, availability of water suitable for construction, materials / labour as well as their camping/logistic requirements.

Bidding Data

The following specific data for the Works to be bid shall complement, amend, or supplement the provisions in the Instructions to Bidders. Wherever there is a conflict, the provisions herein shall prevail over those in the Instructions to Bidders.

Instructions to Bidders
Clause Reference

1.1 Name and address of the Employer:

1.1 Name of the Project & Summary of the Works:

“Construction & Installation of Civil Infrastructure at PARC-Water and Waste Management Institute (PARC-WAWMI), Tandojam”

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

PARC-Budget of Budget of Water and Wastage Management Institute, Tandojam

2.1 Amount and type of financing:

PARC-Budget of Budget of Water and Wastage Management Institute, Tandojam

8.1 Time limit for clarification:

Minimum 7 days prior to bid opening.

10.1 Bid language:

English language.

11.1 (b) Prequalification Information to be updated:

The bidding is open to all Contractors enlisted in Category C-6 or above with Pakistan Engineering Council having valid PEC registration, registered with Income Tax/ sales tax department, having sufficient experience of building construction works and having successfully completed at least two similar building construction works within past 3 years in public sector/government department, list of adequate equipment tools and plant and giving an affidavit under oath that the firm has not abandoned any work, not black listed by any Client or not in litigation with any Client. In case of litigation, the details shall be provided.

11.1(c) Furnish Technical Proposal:

The bidder to submit a technical proposal in sufficient detail to demonstrate the adequacy of the bid in meeting requirements for timely completion of the Works.

13.1 *Bidders to quote entirely in Pak. Rupees.*

14.1 Period of Bid Validity:

Three Months after the date of opening bids.

15.1 Amount of Bid Security:

A fixed amount of Rs.110,000/- in the shape of a Bank Draft or Call at Deposit in the name of Director General Southern Zone Agricultural Research Center

17.1 Venue, time, and date of the Pre-Bid Meeting:

A Pre Bid Meeting shall only be held if required on demand of prospective bidders submitted in writing and received at least 7 days prior to the bid opening date. Failing to receive any such demand, the client shall assume that the bidding documents are clear and require no clarification.

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

One original and one copy.

19.2 (a) Employer's address for the purpose of Bid submission:

Director General, Southern Zone Agricultural Research Centre (SARC), Old Block 9 & 10, Karachi University Campus, Karachi.

19.2 (b) Name and Number of the Contract:

“Construction & Installation of Civil Infrastructure at PARC-Water and Waste Management Institute (PARC-WAWMI), Tandojam”

20.1(a) Deadline for submission of bids:

May 14, 2026, up to 11:00 a.m.

23.1 Venue, time, and date of Bid opening:

Bids shall be opened publicly on May 14, 2026, at 11:30 a.m. in the office of Directorate General, Southern Zone Agricultural Research Centre (SARC), Old Block 9 & 10, Karachi University Campus, Karachi.

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

An irrevocable and unconditional Performance Guarantee (Standard Form at PS-1 & 2) equivalent to 10% of the Contract Amount issued by a scheduled bank of Pakistan OR by NIC OR a reputed Insurance Company of at least AA ranking valid for a period of 16 months. (04 months for Works plus 12 months for defect liability).

**FORM OF BID
AND
APPENDICES TO BID**

FORM OF BID

Bid Reference No. ***“Construction & Installation of Civil Infrastructure at PARC-Water and Waste Management Institute (PARC-WAWMI), Tandojam”***

To:

Gentleman,

1. Having examined the Bidding Documents including Instructions to Bidders, Bidding Data, Conditions of Contract. Specifications, Drawings and Bill of Quantities and Addenda Nos. _____ for the execution of the above-named Works, we, the undersigned, offer to execute and complete such Works and remedy any defects therein in conformity with the Conditions of Contract. Specifications, Drawings, Bill of Quantities and Addenda for the sum of Rs. _____ (Rupees _____) or such other sum as may be ascertained in accordance with the said conditions.
2. We understand that all the Appendices attached hereto form part of this Bid.
3. As security for due performance of the undertakings and obligations of this Bid, we submit herewith a Bid Security in the amount of Rupees _____ (Rs. _____) drawn in your favour or made payable to you and valid for a period of _____ days beginning from the date Bids are opened.
4. We undertake, if our Bid is accepted, to commence the Works and to complete the whole of the Works comprised in the Contract within the time stated in Appendix-A to Bid.
5. We agree to abide by this 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 do hereby declare that the Bid is made without any collusion, comparison of figures or arrangement with any other bidder for the Works.

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

Dated this _____ day of _____ 20_____

Signature: _____

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

(Name of Bidder in Block Capitals)
(Seal)

Address: _____

Witness:

Signature: _____

Name: _____

Address. _____

Occupation _____

SPECIAL STIPULATIONS

Clause

Conditions of Contract

1.	Engineer's Authority to issue Variation in emergency	2.1	2% of the Contract Price stated in the Letter of Acceptance.
2.	Amount of Performance Security	10.1	10% of Contract Price stated in the Letter of Acceptance in the form of either a Bank Gaurantee from any scheduled bank of Pakistan OR NIC OR from an Insurance Company of at least AA ranking , valid for a period of 16 Months .
3.	Time for furnishing Programme	14.1	Within 28 days from the date of receipt of Letter of Acceptance.
4.	Minimum amount of Third Party Insurance	23.2	Rs. 500,000/= per occurrence with number of occurrences unlimited.
5.	Time for Commencement	41.1	Within 14 days from the date of receipt of Engineer's Notice to Commence which shall be issued within fourteen (14) days after signing of Contract Agreement.
6.	Time for Completion	43.1, 48.2	04 months from the date of receipt of Engineer's Notice to Commence.
7.	a) Amount of Liquidated Damages	47.1	Rs. 50,000/= for each day of delay in completion of the Works subject to a maximum of 10% of Contract Price stated in the Letter of Acceptance.
8.	Defects Liability Period	49.1	365 days from the effective date of Taking Over Certificate.
9.	Percentage of Retention Money	60.2	5 % of the amount of Interim Payment Certificate.
10.	Limit of Retention Money	60.2	5 % of Contract Price stated in the Letter of Acceptance.
11.	Minimum amount of Interim Payment Certificates (Running Bills)	60.2	Rs.3.0 million
12.	Time of Payment from delivery of Engineer's Interim Payment Certificate to the Employer.	60.10	30 days.
13.	Mobilization Advance * (Interest Free)	60.11	10% of Contract Price stated in the Letter of Acceptance against Bank Gaurantee from a scheduled Bank of Pakistan.The advance shall be recovered @ 15% of work done of each IPC

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

FOREIGN CURRENCY REQUIREMENTS

1. The Bidder may indicate here in below his requirements of foreign currency (if any), with reference to various inputs to the Works.

2. Foreign Currency Requirement as percentage of the Bid Price excluding Provisional Sums _____%.

3. Table of Exchange Rates

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

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

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

(NOT APPLICABLE)

Cost Element	Description	Weightages	Applicable index
1	2	3	4
(i)	Fixed Portion		
(ii)	Local Labour		
(iii)	Cement – in bags		
(iv)	Reinforcing Steel		
(v)	High Speed Diesel (HSD)		
(vi)	Bricks		
(vii)	Bitumen		
(viii)			
	Total		

Notes:

- 1) Indices for “(ii)” to “(vii)” are taken from the Government of Pakistan Federal Bureau of Statistics, Monthly Statistical Bulletin. **The base cost indices or prices shall be those applying 28 days prior to the latest day for submission of bids.** Current indices or prices shall be those applying 28 days prior to the last day of the billing period.
- 2) Any fluctuation in the indices or prices of materials other than those given above shall not be subject to adjustment of the Contract Price.
- 3) The prices for the cost elements of (ii) to (iv) shall be used for the city where the site is located. In case the site is not listed in the monthly statistical bulletin, the prices for the nearest city listed in bulletin shall be used.
- 4) Any fluctuation in the prices of materials other than those given above shall not be subject to adjustment in contract price and shall be deemed to be included in the rates quoted by the bidder.

BILL OF QUANTITIES

A. Preamble

1. The Bill of Quantities shall be read in conjunction with the Conditions of Contract, Specifications and Drawings.
2. The quantities given in the Bill of Quantities are estimated and provisional and are given to provide a common basis for bidding. The Employer has the right to delete, increase or decrease the quantities/ scope of work, up to any limit. The basis of payment will be the actual quantities of work executed and measured by the Contractor and verified by the Engineer and valued at the rates and prices entered in the priced Bill of Quantities, where applicable, and otherwise at such rates and prices as the Engineer may fix as per Contract.
2. The rates and prices entered in the priced Bill of Quantities shall include all costs of Contractor's plant, labour, supervision, materials, execution, insurance, profit, taxes and duties, together with all general risks, liabilities and obligations set out or implied in the Contract. Furthermore, all duties, taxes and other levies payable by the Contractor under the Contract, or for any other cause, as on the date 28 days prior to deadline for submission of Bids, shall be included in the rates and prices and the total Bid Price submitted by the Bidder.
3. A rate or price shall be entered against each item in the priced Bill of Quantities, whether quantities are stated or not. The cost of items against which the Contractor will have failed to enter a rate, or price shall be deemed to be covered by other rates and prices entered in the Bill of Quantities.
4. The whole cost of complying with the provisions of the Contract shall be included in the items provided in the priced Bill of Quantities, and where no items are provided, the cost shall be deemed to be distributed among the rates and prices entered for the related items of the Works.
5. General directions and description of work and materials are not necessarily repeated nor summarised in the Bill of Quantities. References to the relevant sections of the Bidding Documents shall be made before entering prices against each item in the priced Bill of Quantities. The whole or any part of work against which payment has been made by the employer, shall in no way relieve the Contractor of his obligation that the work has been done as per specifications and in case some defective work is found at later stages, shall be the sole responsibility of Contractor to remove & replace that part or whatsoever at his own cost.
6. Provisional sums included and so designated in the Bill of Quantities shall be expended in whole or in part at the direction and discretion of the Engineer in accordance with Sub-Clause 58.2 of Part I, General Conditions of Contract.
7. The bidder must carefully read and understand the BOQ units while quoting rates.

BILL OF QUANTITIES

BILL OF QUANTITIES**Summary of Cost****Construction & Installation of Civil Infrastructure at PARC-Water and Waste Management Institute (PARC-WAWMI), Tandojam**

S. No.	Description of Work	Total (Rs.)
A	Construction of Earthen Pond / Reservoir	
1	Civil Work	
2	Plumbing Work	
3	Electrical Work	
	Total	
B	Construction of Energy Dissipating / De-Silting Tank	
1	Civil Work	
2	Plumbing Work	
3	Electrical Work	
	Total	
C	Spillway Structure	
1	Civil Work	
2	Plumbing Work	
3	Electrical Work	
	Total	
D	Online Drip Irrigation System for Citrus Orchard	
1	Civil Work	
2	Plumbing Work	
3	Electrical Work	
	Total	
E	Sprinkle (Hydrants) Irrigation Systems (HEIS)	
1	Civil Work	
2	Plumbing Work	
3	Electrical Work	
	Total	

S. No.	Description of Work	Total (Rs.)
F	Construction of Parabolic Water Course	
1	Civil Work	
2	Plumbing Work	
3	Electrical Work	
	Total	
G	Rehabilitation and Strengthening of the Shallow Dug Well	
1	Civil Work	
2	Plumbing Work	
3	Electrical Work	
	Total	
H	Walk-In Tunnel Structure with Integrated Drip Irrigation System for Onion and Vegetable Nursery	
1	Civil Work	
2	Plumbing Work	
3	Electrical Work	
	Total	
	Grand Total (A+B+C+D+E+F+G+H)	

Construction & Installation of Civil Infrastructure at PARC-Water and Waste Management Institute (PARC-WAWMI), Tandojam

Construction of Earthen Pond / Reservoir

S #	Description of work	Qty.	Unit	Rate	Cost (Rs.)
1	Construction of earthen pond having size 100'x80' making proper sloping at all sides of pond with 1:2 ratio including, excavation up to 5 feet depth also including dagbelling dressing, refilling around structure with excavated earth watering and ramming lead up to 5 ft. The top berm of reservoir 3 ft wide.	01	CFT		
Total					

Construction & Installation of Civil Infrastructure at PARC-Water and Waste Management Institute (PARC-WAWMI), Tandojam

Construction of Energy Dissipating / De-Silting Tank

S #	Description of work	Qty.	Unit	Rate	Cost (Rs.)
1	<p>The Energy Dissipating / De-Silting Tank design involved 14 ft × 6 ft × 5 ft deep) before pond inlet. It involves the following components of civil work:</p> <p>1 – Earth Work</p> <ul style="list-style-type: none"> • Site clearance • Excavation • Backfilling <p>2 – Concrete Work</p> <ul style="list-style-type: none"> • PCC (1:4:8) base 100 mm thick base <p>3 – Masonry Work</p> <ul style="list-style-type: none"> • Brick masonry walls in CM 1:4 (9") • Baffle wall <p>4 – Finishing Work</p> <ul style="list-style-type: none"> • Cement plaster (1:3) 19 mm thick <p>5 – Hydraulic Components</p> <ul style="list-style-type: none"> • Riprap stone layer / boulder pitching • Inlet pipe PVC inlet pipe (10") including fittings • Outlet pipe PVC outlet pipe (8") to pond 	01	CFT		
				Total	

Construction & Installation of Civil Infrastructure at PARC-Water and Waste Management Institute (PARC-WAWMI), Tandojam

Spillway Structure

S #	Description of work	Qty.	Unit	Rate	Cost (Rs.)
1	<p>1 – Earth Work</p> <ul style="list-style-type: none"> • Site clearance • Excavation of spillway <p>2 – Stone Protection</p> <ul style="list-style-type: none"> • Stone pitching • Outlet apron protection <p>3 – Masonry Work</p> <ul style="list-style-type: none"> • Edge protection wall <p>4 – Miscellaneous Works</p> <ul style="list-style-type: none"> • Dressing • Finishing <p>Spillway dimensional size: Length = 15 ft Width = 6 ft Depth below embankment crest = 1.5 ft Channel slope = 1% Stone Pitching thickness 9 inches</p>	01	CFT		
Total					

Construction & Installation of Civil Infrastructure at PARC-Water and Waste Management Institute (PARC-WAWMI), Tandojam

Online Drip Irrigation System for Citrus Orchard

S #	Description of work	Qty.	Unit	Rate	Cost (Rs.)
1	<p>The orchard, a drip irrigation system comprising 12 mm polyethylene lateral pipes, will be installed along each plant row. Each citrus plant will be provided with six online emitters with a discharge of 8 liters per hour (LPH). The emitters will be installed on two lateral lines per plant row, with three emitters placed on each lateral line to ensure uniform wetting of the plant root zone and efficient water distribution.</p> <p>The irrigation network will consist of PVC mainline and sub-main pipelines of various diameters (63 mm, 50 mm, and 40 mm) connected to a head control unit equipped with screen filtration, pressure gauges, air release valves, ball valves, non-return valves, and flushing arrangements. The head unit will be installed on a concrete platform and connected to the existing water storage pond serving as the primary water source. The system will irrigate a citrus (lemon) orchard planted at 6.10 m × 6.10 m spacing using drip irrigation.</p> <p>The scope of work includes detailed survey and hydraulic design, supply and transportation of materials, trenching and pipe laying, installation of drip laterals and sprinkler units, installation of valves and monitoring devices, minor civil works, testing of system pressure and discharge, and final commissioning to ensure efficient and reliable irrigation according to crop water requirements.</p>	½ acre	R.ft.		
				Total	

Construction & Installation of Civil Infrastructure at PARC-Water and Waste Management Institute (PARC-WAWMI), Tandojam

Sprinkle (Hydrants) Irrigation Systems (HEIS)

S #	Description of work	Qty.	Unit	Rate	Cost (Rs.)
1	<p>A sprinkler (hydrant) irrigation system is proposed for ½ acre using water from an existing 680 m³ pond. A centrifugal monoblock pump (5–7.5 HP) will supply pressurized water through a PVC pipeline network to impact sprinklers (5.5 × 2.5 mm nozzles) installed on GI hydrants. The system will be designed for sandy soil conditions and field crops (wheat, millet), with sprinkler spacing of 13.5 m × 14 m to ensure uniform water distribution. Approximately 20 sprinklers will operate in shifts (hydrant system) for efficient coverage.</p> <p>Scope of Work:</p> <ul style="list-style-type: none"> • Survey and hydraulic design • Supply and installation of pump, pipelines, valves, and sprinklers • Trenching, laying, and backfilling of pipelines • Construction of pump platform and minor civil works • Testing, commissioning, and system performance verification 	½ acre	R.ft.		
Total					

Construction & Installation of Civil Infrastructure at PARC-Water and Waste Management Institute (PARC-WAWMI), Tandojam

Construction of Parabolic Water Course

S #	Description of work	Qty.	Unit	Rate	Cost (Rs.)
1	<p>The work involves the supply, installation, and commissioning of a precast parabolic-lined irrigation channel designed to convey approximately 2 cusecs of water for irrigation purposes. The channel will be constructed using precast parabolic concrete segments and will extend for an approximate length of 50 meters within the farm to ensure efficient conveyance and distribution of irrigation water to agricultural fields.</p> <ul style="list-style-type: none"> • Construction of a trapezoidal earthen channel with levelled and compacted bed, including a 2–3-inch sand cushion and 2–2.5 ft wide earthen berms on both sides. • Two-ways Nakka Installation Providing and installation of 15" Nakka, including complete jointing and fitting at turn-out points and checkpoints. • Transportation, installation, and test run of the channel system. • Prepared earthen channel bed. • A sand cushion of approximately 2–3 inches in thickness will be provided beneath the precast segments to ensure proper seating and stability. • Earthen berms of approximately 2–2.5 feet in width will be constructed and compacted along both sides of the channel to provide structural support and protection to the lined channel. • Proper alignment and placement of precast parabolic segments over a prepared earthen channel bed. • Installation of two outlet control structures along the channel using suitable nakka 	50 m length	R.ft.		

	<p>structures to regulate the water supply, and to allow controlled diversion of water from the channel to the field irrigation areas.</p> <ul style="list-style-type: none"> • Transportation of precast segments and related materials to the site, installation of all components, proper jointing and alignment, and final testing to ensure efficient operation of the channel for irrigation purposes. 				
Total					

Construction & Installation of Civil Infrastructure at PARC-Water and Waste Management Institute (PARC-WAWMI), Tandojam

Rehabilitation and Strengthening of the Shallow Dug Well

S #	Description of work	Qty.	Unit	Rate	Cost (Rs.)
1	<p>The work involves rehabilitation of an existing shallow dug well having an internal diameter of approximately 12 feet and an overall depth of about 25 feet. The rehabilitation activities include desilting of the well, strengthening of the internal wall structure, and installation of reinforced concrete lining and block masonry to ensure structural stability and safe water extraction for irrigation purposes.</p> <ul style="list-style-type: none"> • De-silting and cleaning of the dug well (12 ft dia, 25 ft depth) • Reinforced concrete wall lining (6 ft height inside well from 6–12 ft depth) • Cement, Sand, Crush for RCC works (1:2:4 mix) • Concrete block masonry lining (0–6 ft depth inside well) • Cement mortar for block masonry (1:4 mix) • Reinforced concrete protection wall around well (4 ft height above ground) • Plastering and finishing works • Transportation of materials and construction equipment • Installation, curing, and completion works 	1 Complete job	CFT		
				Total	

Construction & Installation of Civil Infrastructure at PARC-Water and Waste Management Institute (PARC-WAWMI), Tandojam

Walk-In Tunnel Structure with Integrated Drip Irrigation System for Onion and Vegetable Nursery

S #	Description of work	Qty.	Unit	Rate	Cost (Rs.)
1	<p>Supply, installation, and test-run of a walk-in tunnel structure measuring 20 ft wide, 30 ft long, with a center height of 10 ft and side height of approximately 7–8 ft. The tunnel will be covered with a protective green net to create a favorable environment for onion nursery, seasonal vegetables, and other seedling production.</p> <p>The tunnel will be equipped with a drip irrigation system. The irrigation system will ensure uniform and efficient water application for nursery beds. The submain line will be laid across the width of the tunnel, while the drip laterals will run along the tunnel length at 2 ft spacing.</p> <p>Tunnel Dimensions: Width: 20 ft Length: 30 ft Center height: 10 ft Side height: 7–8 ft</p>	01	CFT		
Total					

PROPOSED CONSTRUCTION SCHEDULE

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

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

METHOD OF PERFORMING THE WORK

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

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

LIST OF MAJOR EQUIPMENT – RELATED ITEMS

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

LIST OF MAJOR EQUIPMENT

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

CONSTRUCTION CAMP AND HOUSING FACILITIES

The Contractor in accordance with Clause 34 of the Conditions of Contract shall provide description of his construction camp's facilities and staff housing requirements.

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

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

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

LIST OF SUB-CONTRACTORS

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

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

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

ESTIMATED PROGRESS PAYMENTS

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

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

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

(INTEGRITY PACT)

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

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

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

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

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

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

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

Name of Buyer:

Signature:

[Seal]

Name of Seller/Supplier:

Signature:

[Seal]

FORMS

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

BID SECURITY
(Bank Guarantee)

Security Executed on _____
(Date)

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

Name of Principal (Bidder) with Address _____

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

Bid Reference No. _____

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

_____ (hereinafter called the 'Employer') in the sum stated above for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Bidder has submitted the accompanying Bid dated _____ for Bid No. _____ for _____ (Particulars of Bid) to the said Employer; and

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

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

NOW THEREFORE, if the successful Bidder shall, within the period specified therefor, on the prescribed form presented to him for signature enter into a formal Contract with the said Employer in accordance with his Bid as accepted and furnish within twenty eight (28) days of his being requested to do so, a Performance Security with good and sufficient surety, as may be required, upon the form prescribed by the said Employer for the faithful performance and proper fulfilment of the said Contract or in the event of non-withdrawal of the said Bid within the time specified for its validity then this obligation shall be void and of no effect, but otherwise to remain in full force and effect.

BS-2

PROVIDED THAT the Surety shall forthwith pay the Employer the said sum upon first written

demand of the Employer (without cavil or argument) and without requiring the Employer to prove or to show grounds or reasons for such demand, notice of which shall be sent by the Employer by registered post duly addressed to the Surety at its address given above.

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

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

SURETY (Bank)

WITNESS:

Signature _____

1. _____

Name _____

Title _____

Corporate Secretary (Seal)

Corporate Guarantor (Seal)

2. _____

Name, Title & Address

**FORM OF PERFORMANCE SECURITY
(Bank Guarantee OR NIC AA)**

Guarantee No. _____
Executed on _____
Expiry date _____

[Letter by the Guarantor to the Employer]

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

Name of Principal (Contractor) with address: _____

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

Letter of Acceptance No. _____ Dated _____

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

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

NOW THEREFORE, if the Principal (Contractor) shall well and truly perform and fulfill all the undertakings, covenants, terms and conditions of the said Documents during the original terms of the said Documents and any extensions thereof that may be granted by the Employer, with or without notice to the Guarantor, which notice is, hereby, waived and shall also well and truly perform and fulfill all the undertakings, covenants terms and conditions of the Contract and of any and all modifications of said Documents that may hereafter be made, notice of which modifications to the Guarantor being hereby waived, then, this obligation to be void; otherwise to remain in full force and virtue till all requirements of Clause 49, Defects Liability, of Conditions of Contract are fulfilled.

Our total liability under this Guarantee is limited to the sum stated above and it is a condition of any liability attaching to us under this Guarantee that the claim for payment in writing shall be received by us within the validity period of this Guarantee, failing which we shall be discharged of our liability, if any, under this Guarantee.

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

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

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

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

FORM OF CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT (hereinafter called the "Agreement") made on the _____ day of _____ (month) 20____ between _____ (hereafter called the "Employer") of the one part and _____ (hereafter called the "Contractor") of the other part.

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

NOW this Agreement witnesseth as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents after incorporating addenda, if any, except those parts relating to Instructions to Bidders shall be deemed to form and be read and construed as part of this Agreement, viz:
 - (a) The Contract Agreement;
 - (b) The Letter of Acceptance;
 - (c) The completed Form of Bid;
 - (d) Special Stipulations (Appendix-A to Bid);
 - (e) The Particular Conditions of Contract – Part II;
 - (f) The General Conditions – Part I;
 - (g) The priced Bill of Quantities (Appendix-D to Bid);
 - (h) The completed Appendices to Bid (B, C, E to L);
 - (i) The Drawings;
 - (j) The Specifications /Technical Provisions.
 - (k) _____ (any other)
3. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy defects therein in conformity and in all respects with the provisions of the Contract.
4. The Employer hereby covenants to pay the Contractor, in consideration of the execution and completion of the Works as per provisions of the Contract, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

Signature of the Contactor

Signature of Employer

(Seal)

(Seal)

Signed, Sealed and Delivered in the presence of:

Witness:

Witness:

(Name, Title and Address)

(Name, Title and Address)

MOBILIZATION ADVANCE GUARANTEE/BOND

Guarantee No. _____ Date _____

WHEREAS _____ (hereinafter called the 'Employer') has entered into a Contract for _____
 _____ (Particulars of Contract)
 with _____ (hereinafter called the "Contractor").

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

AND WHEREAS, the Employer has asked the Contractor to furnish Guarantee to secure the mobilization advance for the performance of his obligations under the said Contract.

AND WHEREAS, _____
 _____ (Scheduled Bank in Pakistan or Insurance Company acceptable to the Employer)
 (hereinafter called the "Guarantor") at the request of the Contractor and in consideration of the Employer agreeing to make the above advance to the Contractor, has agreed to furnish the said Guarantee.

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

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

This Guarantee shall remain in force until the advance is fully adjusted against payments from the Interim Payment Certificates of the Contractor or until _____ whichever is earlier.

(Date)

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

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

Conditions of Contract (Very Important)

The Conditions of Contract comprise two parts:

(a) Part I - General Conditions of Contract

The one used in these PEC Standard Bidding Documents was prepared by the International Federation of Consulting Engineers (Federation Internationale des Ingenieurs-Conseils, or FIDIC) and is commonly known as the FIDIC Conditions of Contract. The used version is the fourth edition, 1987, reprinted in 1992 with further amendments and the Contractor is deemed to be fully aware of this. This shall be the integral part of the agreement and shall be referred to as and when required and the bidders are advised to obtain copies directly from FIDIC.*

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

FIDIC Secretariat
P.O. Box 86
1000 Lausanne 12
Switzerland
e-mail: fidic.pub@fidic.org – FIDIC.org/bookshop]

TABLE OF CONTENTS

PART II - PARTICULAR CONDITIONS OF CONTRACT

Clause	Title	Page
1.1	Definitions	67
2.1	Engineer's Duties and Authority	67
2.2	Engineer's Representative	69
2.7	Engineer Not Liable	69
2.8	Replacement of the Engineer	69
5.1	Language(s) and Law	69
5.2	Priority of Contract Documents	69
6.6	Shop Drawings	70
6.7	As-Built Drawings	70
10.1	Performance Security	70
10.4	Performance Security Binding on Variations and Changes	70
14.1	Programme to be Submitted	70
14.3	Cash Flow Estimate to be Submitted	71
14.5	Detailed Programme and Monthly Progress Report	71
15.2	Language Ability of Contractor's Representative	71
15.3	Contractor's Representative	71
16.3	Language Ability of Superintending Staff of Contractor	72
16.4	Employment of Local Personnel	72
19.3	Safety Precautions	72
19.4	Lighting Works at Night	72
20.4	Employer's Risks	72
21.1	Insurance of Works and Contractor's Equipment	73
21.4	Exclusions	73
25.5	Insurance Company	73
31.3	Co-operation with Other Contractors	74
34.2	Rates of Wages and Conditions of Labour	74
34.3	Employment of Persons in the Service of Others	74
34.4	Housing for Labour	74
34.5	Health and Safety	74
34.6	Epidemics	74
34.7	Supply of Water	75
34.8	Alcoholic Liquor or Drugs	75
34.9	Arms and Ammunition	75
34.10	Festivals and Religious Customs	75
34.11	Disorderly Conduct	75
34.12	Compliance by Subcontractors	75
35.2	Records of Safety and Health	75
35.3	Reporting of Accidents	76
36.6	Use of Pakistani Materials and Services	76
41.1	Commencement of Works	76
47.3	Bonus for Early Completion of Works	77
48.2	Taking Over of Sections or Parts	77

51.2	Instructions for Variations	86
------	-----------------------------	----

TABLE OF CONTENTS

PART II - PARTICULAR CONDITIONS OF CONTRACT

Clause	Title	Page
52.1	Valuation of Variations	77
53.4	Failure to Comply	77
54.3	Customs Clearance	77
54.5	Conditions of Hire of Contractor's Equipment	77
59.4	Payments to Nominated Sub-contractors	77
59.5	Evidence of Payments	78
60.1	Monthly Statements	78
60.2	Monthly Payments	78
60.10	Time for Payment	78
60.11	Secured Advance on Materials	80
60.11	Financial Assistance to Contractor	80
63.1	Default of Contractor	81
65.2	Special Risks	81
67.3	Arbitration	81
68.1	Notice to Contractor	81
68.2	Notice to Employer and Engineer	81
70.1	Increase or Decrease of Cost	82
73.1	Payment of Income Tax	83
73.2	Customs Duty & Taxes	83
74.1	Integrity Pact	83
75.1	Termination of Contract for Employer's Convenience	84
76.1	Liability of Contractor	84
77.1	Joint and Several Liability	84
78.1	Details to be Confidential	84

PART II - PARTICULAR CONDITIONS OF CONTRACT
(Mandatory Provisions not to be Amended / Substituted except as instructed by PEC)

1.1 Definitions

- (a) (i) The Employer is Principal Investigator ALP-RWH Project NR-356, acting through Chairman, Pakistan Agricultural Research Council, Islamabad.
- (a) (iv) The Engineer is the Chief Engineer/Director (Works), Directorate of Works & Services, Pakistan Agricultural Research Council, Islamabad or any other competent person appointed by the Employer, and notified to the Contractor, to act in replacement of the Engineer. Provided always that except in cases of professional misconduct, the outgoing Engineers is to formulate his certifications/ recommendations in relation to all outstanding matters, disputes and claims relating to the execution of the Works during his tenure.

The following paragraph is added:

- (a)(vi) “Bidder or Tenderer” means any person or persons, company, corporation, firm or joint venture submitting a Bid or Tender.
- (b)(v) The following is added at the end of the paragraph:

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

The following paragraph is added:

- (b)(ix) “Programme” means the programme to be submitted by the Contractor in accordance with Sub-Clause 14.1 and any approved revisions thereto.
- (e)(i) The text is deleted and substituted with the following:

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

2.1 Engineer's Duties and Authority

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

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

- (i) Consenting to the sub-letting of any part of the Works under Sub-Clause 4.1 “Subcontracting”.
- (ii) Certifying additional cost determined under Sub-Clause 12.2 “Not Foreseeable Physical Obstructions or Conditions”.

- (iii) Any action under Clause 10 “Performance Security” and Clauses 21,23,24 & 25 “Insurance” of sorts.
- (iv) Any action under Clause 40 “Suspension”.
- (v) Any action under Clause 44 “Extension of Time for Completion”.
- (vi) Any action under Clause 47 “Liquidated Damages for Delay” or Payment of Bonus for Early Completion of Works (PCC Sub-Clause 47.3).
- (vii) Issuance of “Taking Over Certificate” under Clause 48.
- (viii) Issuing a Variation Order under Clause 51,except:
 - a) in an emergency* situation, as stated herebelow, or
 - b) if such variation would increase the Contract Price by less than the amount stated in the Appendix-A to Bid.
- (ix) Fixing rates or prices under Clause 52.
- (x) Extra payment as a result of Contractor’s claims under Clause 53.
- (xi) Release of Retention Money to the Contractor under Sub-Clause 60.3 “Payment of Retention Money”.
- (xii) Issuance of “Final Payment Certificate” under Sub-Clause 60.8.
- (xiii) Issuance of “Defect Liability Certificate” under Sub-Clause 62.1.
- (xiv) Any change in the ratios of Contract currency proportions and payments thereof under Clause 72 “Currency and Rate of Exchange”.

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

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

2.2 Engineer's Representative

The following paragraph is added:

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

The following Sub-Clauses 2.7 and 2.8 are added:

2.7 Engineer Not Liable

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

2.8 Replacement of the Engineer

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

5.1 Language(s) and Law

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

5.2 Priority of Contract Documents

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

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

In case of discrepancies between drawings, those of larger scale shall govern unless they are superseded by a drawing of later date regardless of scale. All Drawings and Specifications

shall be interpreted in conformity with the Contract and these Conditions. Addendum, if any, shall be deemed to have been incorporated at the appropriate places in the documents forming the Contract.

The following Sub-Clauses 6.6 and 6.7 are added:

6.6 Shop Drawings

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

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

6.7 As-Built Drawings

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

10.1 Performance Security

The text is deleted and substituted with the following:

The Contractor shall provide Performance Security to the Employer in the prescribed form. The said Security shall be furnished or caused to be furnished by the Contractor within 28 days after the receipt of the Letter of Acceptance. The Performance Security shall be of an amount equal to 10% of the Contract Price stated in the Letter of Acceptance. Such Security shall, at the option of the bidder, be in the form of either (a) bank guarantee from any Scheduled Bank in Pakistan or (b) bank guarantee from a bank located outside Pakistan duly counter-guaranteed by a Scheduled Bank in Pakistan or (c) an insurance company having at least AA rating from PACRA/JCR.

The cost of complying with requirements of this Sub-Clause shall be borne by the Contractor. The following Sub-Clause 10.4 is added:

10.4 Performance Security Binding on Variations and Changes

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

14.1 Programme to be Submitted

The programme shall be submitted within 42 days from the date of receipt of Letter of Acceptance, which shall be in the form of:

- i) a Bar Chart identifying the critical activities.
- ii) a CPM identifying the critical path/activities.

14.3 Cash Flow Estimate to be Submitted

The detailed Cash Flow Estimate shall be submitted within 21 days from the date of receipt of Letter of Acceptance

The following Sub-Clause 14.5 is added:

14.5 Detailed Programme and Monthly Progress Report

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

The following Sub-Clauses 15.2 and 15.3 are added:

15.2 Language Ability of Contractor's Representative

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

15.3 Contractor's Representative

The Contractor's authorised representative and his other professional engineers working at Site

shall register themselves with the Pakistan Engineering Council.

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

The following Sub-Clauses 16.3 and 16.4 are added:

16.3 Language Ability of Superintending Staff of Contractor

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

16.4 Employment of Local Personnel

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

The following Sub-Clauses 19.3 and 19.4 are added:

19.3 Safety Precautions

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

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

19.4 Lighting Work at Night

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

20.4 Employer's Risks

The Employer's risks are:

Delete the text and substitute with the following:

- (a) insofar as they directly affect the execution of the Works in Pakistan:

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

21.1 Insurance of Works and Contractor's Equipment

21.4 Exclusions

The text is deleted and substituted with the following:

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

The following Sub-Clause 25.5 is added:

25.5 Insurance Company

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

Costs of such insurances shall be borne by the Contractor.

The following Sub-Clause 31.3 is added:

31.3 Co-operation with other Contractors

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

The following Sub-Clauses 34.2 to 34.12 are added:

34.2 Rates of Wages and Conditions of Labour

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

34.3 Employment of Persons in the Service of Others

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

34.4 Housing for Labour

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

34.5 Health and Safety

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

34.6 Epidemics

In the event of any outbreak of illness of an epidemic nature, the Contractor shall comply with

and carry out such regulations, orders and requirements as may be made by the Government, or the local medical or sanitary authorities, for purpose of dealing with and overcoming the same.

34.7 Supply of Water

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

34.8 Alcoholic Liquor or Drugs

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

34.9 Arms and Ammunition

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

34.10 Festivals and Religious Customs

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

34.11 Disorderly Conduct

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

34.12 Compliance by Sub-Contractors

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

The following Sub-Clauses 35.2 and 35.3 are added:

35.2 Records of Safety and Health

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

35.3 Reporting of Accidents

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

The following Sub-Clause 36.6 is added:

36.6 Use of Pakistani Materials and Services

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

41.1 Commencement of Works

The text is deleted and substituted with the following:

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

The following Sub-Clause 47.3 is added:

47.3 Bonus for Early Completion of Works

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

48.2 Taking Over of Sections or Parts

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

51.2 Instructions for Variations

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

52.1 Valuation of Variations

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

53.4 Failure to Comply

This Sub-Clause is deleted in its entirety.

54.3 Customs Clearance

Customs clearance shall be the sole responsibility of the Contractor

54.5 Conditions of Hire of Contractor’s Equipment

The following paragraph is added:

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

The following Sub-Clauses 59.4 & 59.5 are added:

59.4 Payments to Nominated Subcontractors

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

59.5 Evidence of Payment

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

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

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

60.1 Monthly Statements

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

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

In Para (c) the words "the Appendix to Tender" are deleted and substituted with the words "Sub-Clause 60.11 (a)(6) hereof".
(in case Clause 60.11 is applicable)

60.2 Monthly Payments

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

60.10 Time for Payment

The text is deleted and substituted with the following:

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 47, be paid by the Employer to the Contractor within 30 days after such Interim Payment Certificate has been jointly verified by Employer and Contractor, or, in the case of the Final Certificate referred to in Sub Clause 60.8, within 60 days after such Final Payment Certificate has been jointly verified by Employer and Contractor; Provided that the Interim Payment shall be caused in 42 days and Final Payment in 60 days in case of foreign funded project. In the event of the failure of the Employer to make payment within the times stated, the Employer shall pay to the Contractor compensation at the 28 days rate of KIBOR+2% per annum for local currency and LIBOR+1% for foreign currency, upon all sums unpaid from the date by which the same should have been paid. The provisions of this Sub-Clause are without prejudice to the Contractor's entitlement under Clause 69.

The following Sub-Clause 60.11 is added:

60.11 Secured Advance on Materials

- a) The Contractor shall be entitled to receive from the Employer Secured Advance against an indemnity bond acceptable to the Employer of such sum as the Engineer may consider proper in respect of non-perishable materials brought at the Site but not yet incorporated in the Permanent Works provided that:
- (1) The materials are in accordance with the Specifications for the Permanent Works;
 - (2) Such materials have been delivered to the Site and are properly stored and protected against loss or damage or deterioration to the satisfaction of the Engineer but at the risk and cost of the Contractor;
 - (3) The Contractor's records of the requirements, orders, receipts and use of materials are kept in a form approved by the Engineer, and such records shall be available for inspection by the Engineer;
 - (4) The Contractor shall submit with his monthly statement the estimated value of the materials on Site together with such documents as may be required by the Engineer for the purpose of valuation of materials and providing evidence of ownership and payment therefor;
 - (5) Ownership of such materials shall be deemed to vest in the Employer, and these materials shall not be removed from the Site or otherwise disposed off without written permission of the Employer; and
 - (6) The sum payable for such materials on Site shall not exceed 75 % of the (i) landed cost of imported materials, or (ii) ex-factory / ex-warehouse price of locally manufactured or produced materials, or (iii) market price of other materials.
- (b) The recovery of Secured Advance paid to the Contractor under the above provisions shall be effected from the monthly payments on actual consumption basis.

60.11 Financial Assistance to Contractor

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

Alternative One: Mobilization Advance

- (a) An interest-free Mobilization Advance up to 10 % of the Contract Price as stated in the Letter of Acceptance shall be paid by the Employer to the Contractor upon submission by the Contractor of a Mobilization Advance Guarantee for the full amount of the Advance in the specified form issued by a Scheduled Bank of Pakistan.
- (b) This Advance shall be recovered in equal instalments starting from second Interim Payment Certificate and the last instalment, two months before the stipulated date of completion of the Works.

63.1 Default of Contractor

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

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

65.2 Special Risks

The text is deleted and substituted with the following:

The Special Risks are the risks defined under Sub-Clause 20.4 sub paragraphs (a) (i) to (a) (v).

67.3 Arbitration

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

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

The following paragraph is added:

The place of arbitration shall be at Islamabad, Pakistan.

An engineer of repute shall be appointed by the Pakistan Engineering Council as impartial arbitrator. The cost of arbitration shall be shared equally by the Employer and the Contractor.

68.1 Notice to Contractor

The following paragraph is added:

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

68.2 Notice to Employer and Engineer

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

a) The Employer:

Principal Investigator, ALP-RWH Project NR-356
*PARC-Water & Waste Management Institute (PARC-WAWMI),
Tandojam*

b) The Engineer:

Technical Officer (Civil),
PARC-Southern Zone Agricultural Research Center, Old Block
9&10, University of Karachi Campus, Karachi

70.1 Increase or Decrease of Cost (Not Applicable)

Sub-Clause 70.1 is deleted in its entirety, and substituted with the following:

The amounts payable to the Contractor, pursuant to Sub-Clause 60.1, shall be adjusted in respect of the rise or fall in the cost of labor, materials, and other inputs to the Works, by applying to such amount the formula prescribed in this Sub-Clause.

(a) Other Changes in Cost (Not Applicable)

To the extent that full compensation for any rise or fall in costs to the Contractor is not covered by the provisions of this or other Clauses in the Contract, the unit rates and prices included in the Contract shall be deemed to include amounts to cover the contingency of such other rise or fall of costs.

(b) Adjustment Formula (Not Applicable)

The adjustment to the monthly statements in respect of changes in cost shall be determined from the following formula:-

$$P_n = A + b \frac{L_n}{L_o} + c \frac{M_n}{M_o} + d \frac{E_n}{E_o} + \dots\dots\dots$$

Where:

P_n is a price adjustment factor to be applied to the amount for the payment of the work carried out in the subject month, determined in accordance with Paragraph 60.1 (a), and with Paragraphs 60.1 (b) and (e), where any variations and daywork are not otherwise subject to adjustment;

A is a constant, specified in Appendix-C to Bid, representing the nonadjustable portion in contractual payments;

$b, c, d, etc.,$ are weightages or coefficients representing the estimated proportion of each cost element (labour, cement and reinforcing steel etc.) in the Works or Sections thereof, net of Provisional Sums and Prime Cost; the sum of $A, b, c, d, etc.,$ shall be one;

$L_n, M_n, E_n, etc.,$ are the current cost indices or reference prices of the cost elements for month “n”, determined pursuant to Sub-Clause 70.1(d), applicable to each cost element; and

$L_o, M_o, E_o, etc.,$ are the base cost indices or reference prices corresponding to the above cost elements at the date specified in Sub-Clause 70.1(d).

(c) Sources of Indices and Weightages (Not Applicable)

The sources of indices shall be those listed in Appendix-C to Bid, as approved by the Engineer. As the proposed basis for price adjustment, the Contractor shall have submitted with his bid the tabulation of Weightages and Source of Indices if different than those given in Appendix-C to Bid, which shall be subject to approval by the Engineer.

(d) Base, Current, and Provisional Indices (Not Applicable)

The base cost indices or prices shall be those prevailing on the day 28 days prior to the latest date for submission of bids. Current indices or prices shall be those prevailing on the day 28 days prior to the last day of the period to which a particular monthly statement is related. If at any time the current indices are not available, provisional indices as determined by the Engineer will be used, subject to subsequent correction of the amounts paid to the Contractor when the current indices become available.

(e) Adjustment after Completion (Not Applicable)

If the Contractor fails to complete the Works within the Time for Completion prescribed under Clause 43, adjustment of prices thereafter until the date of completion of the Works shall be made using either the indices or prices relating to the prescribed time for completion, or the current indices or prices, whichever is more favorable to the Employer, provided that if an extension of time is granted pursuant to Clause 44, the above provision shall apply only to adjustments made after the expiry of such extension of time.

(f) Weightages (Not Applicable)

The weightages for each of the factors of cost given in Appendix-C to Bid shall be adjusted if, in the opinion of the Engineer, they have been rendered unreasonable, unbalanced, or inapplicable as a result of varied or additional work executed or instructed under Clause 51. Such adjustment(s) shall have to be agreed in the variation order.

The following Sub-Clauses 73.1, 73.2, 74.1, 75.1, 76.1, 77.1 and 78.1 are added:

73.1 Payment of Income Tax

The Contractor, Subcontractors and their employees shall be responsible for payment of all their income tax, super tax and other taxes on income arising out of the Contract

and the rates and prices stated in the Contract shall be deemed to cover all such taxes.

73.2 Customs Duty & Taxes

The Contractor shall be responsible to make payments of all sort of Custom Duty and all Taxes imposed by Government.

74.1 Integrity Pact

If the Contractor or any of his Subcontractors, agents or servants is found to have violated or involved in violation of the Integrity Pact signed by the Contractor as Appendix-L to his Bid, then the Employer shall be entitled to:

- (a) recover from the Contractor an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by the Contractor or any of his Subcontractors, agents or servants;
- (b) terminate the Contract; and

- (c) recover from the Contractor any loss or damage to the Employer as a result of such termination or of any other corrupt business practices of the Contractor or any of his Subcontractors, agents or servants.

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

75.1 Termination of Contract for Employer's Convenience

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

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

76.1 Liability of Contractor

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

77.1 Joint and Several Liability

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

78.1 Details to be Confidential

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

PART II –PARTICULAR CONDITIONS OF CONTRACT

Index	Clause
Alcoholic Liquor or Drugs	34.8
Arbitration	67.3
Arms and Ammunition	34.9
As-Built Drawings	6.7
Bonus for Early Completion of Works	47.3
Cash Flow Estimate to be Submitted	14.3
Commencement of Works	41.1
Compliance by Sub-Contractors	34.12
Conditions of Hire of Contractor's Equipment	54.5
Contractor's Representative	15.3
Co-operation with Other Contractors	31.3
Customs Clearance	54.3
Customs Duty and Taxes	73.2
Default of Contractor	63.1
Definitions	1.1
Detailed Programme and Monthly Progress Report	14.5
Details to be Confidential	78.1
Disorderly Conduct	34.11
Employer's Risks	20.4
Employment of Local Personnel	16.4
Employment of Persons in the Service of Others	34.3
Engineer Not Liable	2.7
Engineer's Duties and Authority	2.1
Engineer's Representative	2.2
Epidemics	34.6
Exclusions	21.4
Failure to Comply	53.4
Festivals and Religious Customs	34.10
Financial Assistance to Contractor	60.11
Health and Safety	34.5
Housing for Labour	34.4
Increase or Decrease of Cost	70.1
Instructions for Variations	51.2
Insurance of Works and Contractor's Equipment	21.1
Insurance Company	25.5
Integrity Pact	74.1
Joint and Several Liability	77.1
Language Ability of Contractor's Representative	15.2
Language Ability of Superintending Staff of Contractor	16.3
Language(s) and Law	5.1
Liability of Contractor	76.1
Lighting Work at Night	19.4
Monthly Payments	60.2
Monthly Statements	60.1
Notice to Contractor	68.1

Index	Clause
Notice to Employer and Engineer	68.2
Payment of Income Tax	73.1
Payments of Nominated Subcontractors	59.4
Performance Security	10.1
Performance Security Binding on Variation and Changes	10.4
Priority of Contract Documents	5.2
Programme to be Submitted	14.1
Rates of Wages and Conditions of Labour	34.2
Records of Safety and Health	35.2
Replacement of the Engineer	2.8
Reporting of Accidents	35.3
Safety Precautions	19.3
Secured Advance on Materials	60.11
Shop Drawings	6.6
Special Risks	65.2
Supply of Water	34.7
Taking Over of Sections or Parts	48.2
Termination of Contract for Employer's Convenience	75.1
Time for Payment	60.10
Use of Pakistani Materials and Services	36.6
Valuation of Variations	52.1

LIST OF APPROVED MANUFACTURERS

(to be signed by the Tenderer)

The contractor should note that only material from those manufacturers specified in the list of approved manufacturers shall be allowed to be used on this Project. The contractor shall submit literature/catalogue/samples etc. of all the items from each of the specified manufacturer to the Engineer who shall then decide and approve the sample and the manufacturer. Where the item involves any finishes such as paints, external coatings, etc. the Contractor shall erect mock-up samples of the specified manufacturers for the selection and approval of the Engineer.

Onus lies with the contractor for establishing the genuineness of any material/product/item for its make and origin as specified below:

S #	Item	Manufacturer
1.	Aluminum	Jeewa-Jee (Pvt) Ltd. ALCOP Al-AHLI Aluminum Company (Pvt) Ltd. Thermec Engineering (Pvt) Ltd. Ittehad aluminum The Crafters
2.	Paints	ICI Paints, Nippon Paints BERGER Paints
3.	Wall Coatings	Rock Shied Rockwall Grit Wall finishes
4.	Ceramic Tiles	Master Tiles STILE EMCO RAK
5.	Concrete Floor Tiles, Pavers & Paving Blocks	Envicrete Ltd. Grand works Tuff Pavers Hubcrete (Pvt) Ltd. IZHAR
6.	False Ceiling	DAIKEN (Japan) SADDI Metal DAMPA (Denmark) OWA (Germany)
7.	G. I. Pipe	i) M/s International Industries Ltd (IIL) ii) M/s Jamal Pipe Industries (Pvt) Ltd.
8.	G. I. Pipe Fitting	i) M/s HE CHINA ii) M/s TG CHINA

9.	C. I. Pipe and Fittings	i) M/s Alpine Steel (Pvt) Ltd. ii) M/s Sandal Engineering (Pvt) Ltd (Teepu Supreme Spun Pipes)
10.	Sanitary Fixtures	M/s I.C.L. M/s PORTA M/s KARAM CERA
11.	Kitchen Sinks	M/s SUPER ASIA M/s ATLAS
12.	Sanitary Fittings	M/s Master M/s Faisal M/s Perfect Industries Gujranwala
13.	Valves	i) M/s KITZ-Japan or approved foreign make.
14.	Gas Water Heaters	M/s Singer M/s Corona M/s Admiral
15.	Water Cooler	M/s Mecco M/s Caravel M/s Corona
16.	C.I. covers with frame floor drains & floor cleanouts	i) M/s Alpine Steel (Pvt) LTD. ii) M/s Sandal Engineering (Pvt) Ltd.
17.	Fire Hose Cabinet and Extinguishers	M/s Haseen Habib (Pvt) Ltd.
18.	uPVC Pipes & fittings	M/s Dadex Enternit Ltd. M/s Shafisons Engineering (Pvt) Ltd (Beta Pipes) M/s Marley (UK)
19.	PPR Pipes & Fittings	i) M/s Dadex ii) M/s Firattherm iii) M/s Reitti (Itlay)
20.	Electric Water Heaters	i) M/s Heatex ii) M/s Ambassador iii) M/s NAS Gas iv) Firex Islamabad.
21.	Water Filters	i) M/s So-Safe ii) M/s Aqua Safe iii) M/s Unistrurt
22.	Hangers & Support	i) M/s Spit ii) M/s Hilti
23.	Light Fixture	i) Philips

		<ul style="list-style-type: none"> ii) Thorn iii) Clipsal iv) Sunlight or as approved by the Engineer.
24.	Distribution Boards & Main & Sub Main Panel Boards	<ul style="list-style-type: none"> i) Elmatech ii) Imam Trading iii) Electromech iv) Jei v) Techman
25.	Cables & Wires	<ul style="list-style-type: none"> i) Pakistan Cables ii) Poiner Cables iii) Newage Cables iv) AGE Cables v) HM Cables
26.	PVC Conduit & Accessories	<ul style="list-style-type: none"> i) Beta ii) Royal iii) Tesco iv) Dadex v) Shavyl
27.	Steel Conduit & Accessories	<ul style="list-style-type: none"> i) Hilal Industries ii) IIL iii) Jamal iv) Poiner v) Bashir
28.	Switches, Sockets etc.	<ul style="list-style-type: none"> i) Bausch ii) Milano iii) Legrand iv) Clipsal v) Adison or as approved by the Engineer.
29.	Back Boxes, Pull Boxes etc.	<ul style="list-style-type: none"> i) Bausch ii) Milano iii) Legrand iv) ABB v) Or as approved by the Engineer vi) Electra
30.	Telephone Cables Dish Antenna Cables	<ul style="list-style-type: none"> i) Siemens Germany ii) Pakistan Cables Ltd. iii) Poiner Cables iv) Newage Cables v) Comscope USA & 3M
31.	Telephone Junction	<ul style="list-style-type: none"> i) S.A. Electric ii) N. R. Industries iii) MISTO Industries
32.	Fans	<ul style="list-style-type: none"> i) Pak

		ii) Millat iii) Climax iv) Royal
33.	MCCBS and MCBS	i) Marlin Gerlin (MG) (France) ii) Siemens (Germany) iii) ABB (Italy) iv) Legrand
34.	ACBs	i) Siemens (Germany) ii) ABB (Italy) iii) MG iv) Legrand i) Terasaki

Authorized Signature and official Seal: _____

Name: _____

Date: _____

SPECIAL CONDITIONS FOR ELECTRICAL WORKS

S #	Description
1.	The work shall be carried out as per technical specifications and in compliance with the instructions of the Engineer Incharge. The contractor will ensure that his supervisor will be present at site during the execution of work.
2.	All the Electric wires including flexible wires below the size of 16 mm ² unless otherwise specified shall be Pakistan Cable manufactured by Pakistan Cable Ltd, Karachi or Newage Lahore, or AGE Peshawar or Pioneer Cables or HM Cables.
3.	All the PVC conduit shall be of Galco, Shavyl, Beta, Royal, Tesco, Dadex.
4.	All the switches, plug, socket and other accessories shall be PPI (Premier) make or Bausch.
5.	The contractor shall make his own arrangements for watch and ward till the work is completed, tested and handed over to the department.
6.	Final payment shall not be made to contractor unless all electric wires/cable have been tested as required under I.E.E. (Rules). In this regard, a report will be submitted by the contractor.
7.	The contractor shall execute the work in order of priorities set up by the Engineer Incharge, so that work may be completed side by side with the building.
8.	The contractor shall use Circuit Breaker of only Terasaki (Legrand, MG or Siemens) make.
9.	The gauge of metal sheet used in the manufacturing of panel board switch board/distribution board shall be of minimum 16 SWG. (subject to approval)
10.	The contractor shall provide prescribed test report of his electrical work done to the IESCO at the time of finalization of bill.
11.	For inter connection, thimbles of required rating shall be used.
12.	For internal wiring, colour coding will be observed.
13.	All wiring shall be carried out in Looping in System. The use of junction boxes etc. shall be strictly prohibited.
14.	All screw, nails, clips shall be made of brass.
15.	All metal boards and metallic fittings & fixture will be earthed, properly with thimbles.
16.	Fans should be Pak, Millat or Royal.
17.	Distribution boards & Main Sub main panel boards shall be of Electromech, Electrech, Techman or JEI.