

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA)

(As per Rule 47 of PP Rules, 2004)

CONTRACT AWARD PROFORMA-I

To be filled and Uploaded on PPRA Website in Respect of All Public Contract of Works, Services & Goods

Ø NUMBER OF ORGANIZATION/DEPTT	State Bank of Pakistan SBP BSC Bank Hyderabad Office
Ø FEDERAL/ PROVINCIAL GOVT	Other
Ø TITLE OF CONTRACT	<b>Replacement of existing C.I. Sewerage pipes with uPVC pipes in Vault's Beat Area &amp; Sewerage Duct of Tower Block at SBP BSC Hyderabad</b>
Ø TENDER NUMBER	<b>ED/040779/KP-Misc-2023</b>
Ø BRIEF DESCRIPTION OF CONTRACT	<b>Replacement of rusted and leaked Cast Iron sewerage pipes by uPVC pipes inside the Building duct.</b>
Ø TENDER VALUE	Rs <b>4,683,350</b>
Ø ENGINEER'S ESTIMATE	Rs <b>5,052,928</b>
(For civil Works only)	
Ø ESTIMATED COMPLETION PERIOD	<b>180 Days</b> from date of commencement.
Ø WHETHER THE PROCUREMENT WAS INCLUDED IN ANNUAL PROCUREMENT PLAN? YES/NO	<u>Yes</u>
Ø ADVERTISEMENT:	
(i) PPRA Website Yes/No	<u>TS516449E</u>
(Federal Agencies)	
(ii) News Papers Yes/No	<u>Yes</u>
(If yes give names of newspaper and dates)	<u>The Nation (31-Jul-2023)</u> <u>Dunya (31-Jul-2023)</u>
Ø TENDER OPENED ON (DATE & TIME)	<b>22-Aug-2023 at 15:30 Hrs</b>
Ø NATURE OF PURCHASE LOCAL/ INTERNATIONAL	<u>Local</u>
Ø EXTENSION IN DUE DATE (IF ANY) YES/NO.	<u>No</u>
Ø NUMBER OF TENDER DOCUMENTS SOLD	<u>Bidder Directly collected from PPRA &amp; SBP Websites</u>
(Attach list of buyers)	<b>1. Jillani Engineering Works</b> <b>2. Fahad Construction Company</b>
WHETHER QUALIFICATION CRITERIA WAS INCLUDED IN NODDING / TENDER DOCUMENTS <u>Yes</u> (Yes/No)	
(if yes enclose a copy)	
Ø Whether bid Evaluation criteria was included in Bidding/ tender documents <u>Yes</u> (Yes/No)	
(if yes enclose a copy)	
Ø Which method of procurement was used:- (Tick one)	
a. SINGLE STAGE-ONE ENVELOPE PROCEDURE _____	<input type="checkbox"/>
b. SINGLE STAGE-TWO ENVELOPE PROCEDURE _____	<input checked="" type="checkbox"/>
c. TWO STAGE BIDDING PROCEDURE _____	<input type="checkbox"/>
d. TWO STAGE TWO ENVELOPE BIDDING PROCEDURE _____	<input type="checkbox"/>
PLEASE SPECIFY IF ANY OTHER METHOD OF PROCUREMENT WAS ADOPTED WITH BRIEF REASONS (I-E EMERGENCY, DIRECT CONTRACTING, NEGOTIATED TENDERING ETC.)	
WHO is the APPROVING AUTHORITY <u>State Bank of Pakistan Banking Services Corporation</u>	
Ø WHETHER APPROVAL OF COMPETENT AUTHORITY WAS OBTAINED FOR USING A METHOD OTHER THAN OPEN COMPETITIVE BIDDING.	
Ø NUMBER OF BIDS RECEIVED <u>Two</u>	
Ø Whether the successful bidder was lowest bidder <u>Yes</u> Yes/No	
Ø Whether Integrity Pact was signed <u>NA</u> Yes/No	

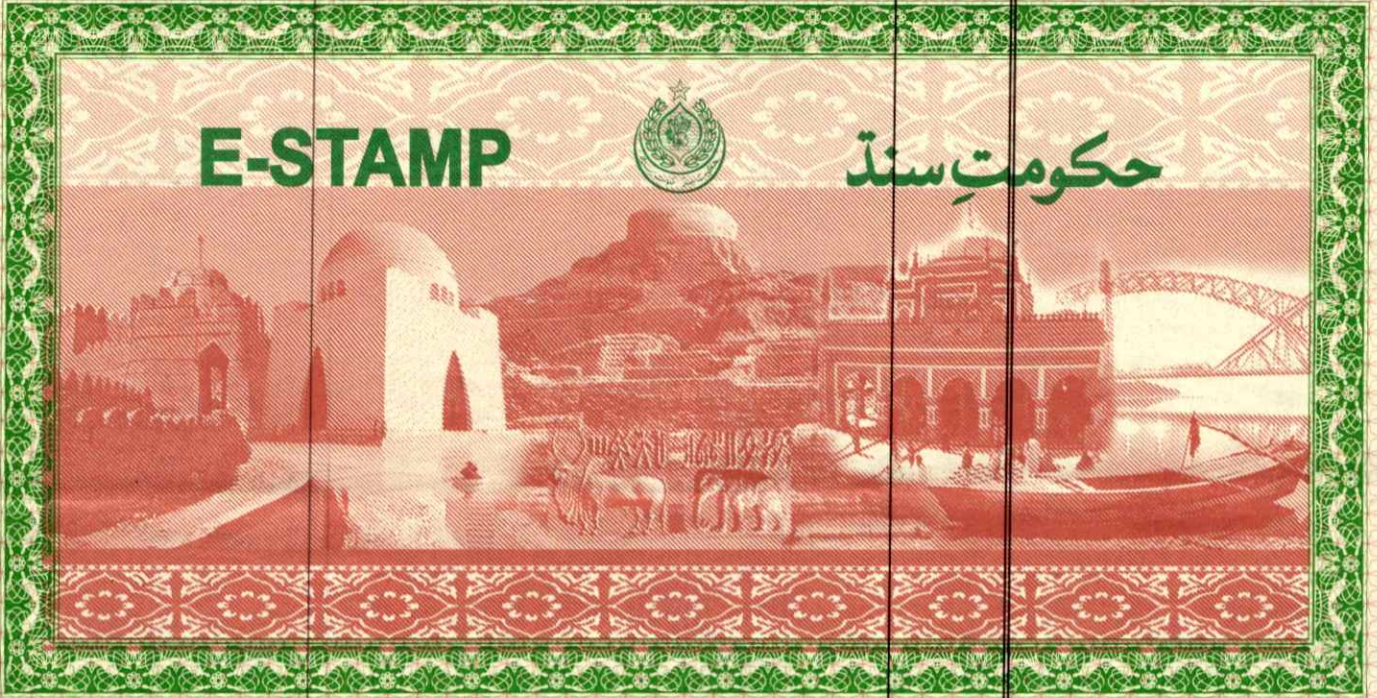
PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA)  
(As per Rule 47 of PP Rules, 2004)  
CONTRACT AWARD PROFORMA-II

To be filled and Uploaded on PPRA Website in Respect of All Public Contract of Works, Services & Goods

NUMBER OF BIDDERS PRESENT AT THE TIME OF OPENING OF BIDS	State Bank of Pakistan SBP BSC Bank Hyderabad
NAME AND ADDRESS OF THE SUCCESSFUL BIDDER	M/s. Jilani Engineering Company, Mezzanine Floor, Shop # 1, Jahangir Road, Cantt Hyderabad Phone: 022-2728192
RANKING OF SUCCESSFUL BIDDER IN EVALUATION REPORT (i-e 1st, 2nd, 3rd EVALUATION BID).	1st
NEED ANALYSIS (Why the procurement was necessary?)	The sewerage pipes inside building duct were become rusted and giving leakage.
IN CASE EXTENSION WAS MADE IN RESPONSE TIME, WHAT WERE THE REASONS (Briefly describe)	NA
WHETHER NAMES OF THE BIDDERS AND THEIR PRICES WERE READ OUT AT THE TIME OF OPENING OF BIDS (Yes/No)	Yes
DATE OF CONTRACT SIGNING (Attach a copy of agreement)	14-Dec-2023 (Copy attached)
CONTRACT AWARD PRICE       Rs.	4,683,350
WHETHER COPY OF EVALUATION REPORT GIVEN TO ALL BIDDERS (YES/NO) (Attach a copy of Bid Evaluation Report)	Yes (Attached)
ANY COMPLAINT RECEIVED (If yes result thereof)	No
ANY DEVIATION FROM SPECIFICATIONS GIVEN IN THE TENDER NOTICE/ DOCUMENTS (if yes give details) Yes/No	No
ANY DEVIATION FROM QUALIFICATION CRITERIA (if yes give details) Yes/No	No
SPECIAL CONDITIONS, IF Any (Give Brief Description)	NA



AO24200



NBP-0014-2311290003605683

GoS-HYD-7CC95759648DAB17

Non-Judicial

Rs 16,392/-

Description	: Contract - 15(a)
Principal	: STATE BANK OF PAKISTAN [90112091]
Contractor	: Jillani Engineering Company [41852982]
Applicant	: Ghulam Hyder Shah [61101-6279008-5]
Stamp Duty Paid by	: Jillani Engineering Company [41852982]
Issue Date	: 29-Nov-2023, 12:31:34 PM
Paid Through Challan	: 2023ABF54921FE34
Amount in Words	: Sixteen Thousand Three Hundred and Ninety Two Rupees Only

Please Write Below This Line

### CONTRACT AGREEMENT

(Stamp duty shall be borne by the contractor as per the prevailing rates)

THIS CONTRACT AGREEMENT (hereinafter called the "Agreement") made on the 14<sup>th</sup> day of Dec 2023 between JILLANI ENGINEERING COMPANY, acting through its **SOLE PROPRIETOR - GHULAM HYDER SHAH** bearing CNIC# 61101-6279008-5 who is duly authorized in this behalf (hereinafter called the "Employer") and SBP Banking Services Corporation Hyderabad, acting through its **Chief Manager** who is duly authorized in this behalf (hereinafter called the "~~Contractor~~").



WHEREAS:

- (A) The Contractor has offered to execute the works for "Replacement of existing C.I Sewerage Pipes with upvc pipes in Vault's beat area & sewerage duct of Tower Block at SBP BSC Hyderabad" at the total quoted cost of Rs. 4,683,350/- on the terms and conditions as set forth in this Contract; and
- (B) The Employer has agreed to engage the Contractor to carry out the Works on the terms and conditions contained in this Contract.

NOW this Agreement witnesses as follows:

**Syed Abid Ali Shah**  
 Advocate High Court  
 Notary Public  
 Hyderabad Sindh Pakistan

(1)





**E-STAMP**  
CONTINUATION SHEET

Government of Sindh

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, and in case of any conflict the decision of Director Engineering shall be final and binding.
  - (a) The Letter of Acceptance;
  - (b) The completed Form of Bid along with Schedules to Bid;
  - (c) Contract Data
  - (d) Conditions of Contract;
  - (e) The priced Schedule of Prices;
  - (f) The Specifications; and
  - (g) The Drawings, if any
  - (h) Addendum/Corrigendum, if any
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 within 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 Contract Agreement to be executed on the day, month and year first before written in accordance with their respective laws.

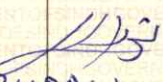
F/A  
F/B  
H/C


  
  
 GHULAM HYDER SHAH

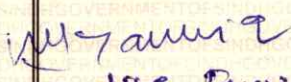
Name, Signature of the Contactor  
(Seal)

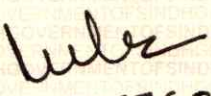
Name, Signature of the Employer  
(Seal)

Signed, Sealed and Delivered in the presence of:

  
 NOORUDDIN s/o Naazmuddin -  
 Witness No.1  
 (Name, Title and Address)

  
 SHAH FAISAL s/o Gul Sher  
 Witness No.2  
 (Name, Title and Address)

  
 Executive Engineer -  
 Witness No.1  
 (Name, Title and Address)  
 42501-0184280-9.

  
 41304-8277686-6  
 Witness No.2  
 (Name, Title and Address)

**NEELAM KHALID**  
 ASSISTANT CHIEF MANAGER  
 STATE BANK OF PAKISTAN  
 SBP BSC (Bank), Hyderabad



**RELOCATION & REPLACEMENT OF C.I. SEWERAGE PIPES WITH UPVC PIPES AT SBP BSC  
HYDERABAD**

*(Bidding Documents, Section-2, Part-1)*

**CONDITIONS OF CONTRACT**

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CONTRACTOR

(3)

SBP BSC



## CONDITIONS OF CONTRACT

### 1. GENERAL PROVISIONS

#### 1.1 Definitions

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

##### The Contract

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

##### Persons

- 1.1.4 "Employer" means the person named in the Contract Data and the legal successors in title to this person, but not (except with the consent of the Contractor) any assignee.
- 1.1.5 "Contractor" means the person named in the Letter of Acceptance and the legal successors in title to this person, but not (except with the consent of the Employer) any assignee.
- 1.1.6 "Party" means either the Employer or the Contractor.

##### Dates, Times and Periods

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

##### Money and Payments

- 1.1.10 "Cost" means all expenditure properly incurred (or to be incurred) by the Contractor, whether on or off the Site, including overheads and similar charges but does not include any allowance for profit.

##### Other Definitions

- 1.1.11 "Contractor's Equipment" means all machinery, apparatus and other things required for the execution of the Works but does not include Materials or Plant intended to form part of the Works.
- 1.1.12 "Country" means the Islamic Republic of Pakistan.
- 1.1.13 "Employer's Risks" means those matters listed in Sub-Clause 6.1.
- 1.1.14 "Force Majeure" means an event or circumstance which makes performance of a Party's obligations illegal or impracticable and which is beyond that Party's reasonable control.
- 1.1.15 "Materials" means things of all kinds (other than Plant) to be supplied and incorporated in the Works by the Contractor.
- 1.1.16 "Plant" means the machinery and apparatus intended to form or forming part of the Works.
- 1.1.17 "Site" means the places provided by the Employer where the Works are to be executed, and any other places specified in the Contract as forming part of the Site.
- 1.1.18 "Variation" means a change which is instructed by the Engineer/Employer under Sub-Clause 10.1.
- 1.1.19 "Works" means any or all the works whether Supply, Installation, Construction etc. and design (if any) to be performed by the Contractor including temporary works and any variation thereof.
- 1.1.20 "Engineer" means the Engineer in-charge to be nominated in Letter of Acceptance.
- 1.1.21 Letter of Acceptance means the formal acceptance of the Bid by the Employer
- 1.1.22 Contract Price means the sum stated in the Letter of Acceptance as payable to the Contractor for execution and completion of the Works.



1.2 **Interpretation**

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

1.3 **Priority of Documents**

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

1.4 **Law**

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

1.5 **Communications**

All Communications related to the Contract shall be in English/ Urdu language. A notice shall be effective only when it is delivered to the concerned party.

1.6 **Statutory Obligations**

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

2. **THE EMPLOYER**

2.1 **Provision of Site**

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

2.2 **Permits etc.**

The Employer shall, if required under law/ rules and requested by the Contractor, shall cooperate with the Contractor in applying and obtaining permits, licences or approvals etc. in context of the Contract.

2.3 **Engineer's/Employer's Instructions**

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

2.4 **Approvals**

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

3. **ENGINEER'S/EMPLOYER'S REPRESENTATIVES**

The Employer shall appoint a duly authorized person (The Engineer In-charge), to act for him and on his behalf for the purpose of this Contract. This authorised person shall be fully authorised with respect to the Works except the authority to approve the variations, issuance of suspension and termination notices and sanctioning of the payments to be made to the Contractor under the Contract.

4. **THE CONTRACTOR**

4.1 **General Obligations**

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

4.2 **Contractor's Representative**

The Contractor shall appoint a qualified representative at site on full time basis to supervise the execution of work and to receive instructions on behalf of the Contractor but only after obtaining the consent of the Employer for such appointment which consent shall not be unreasonable withheld by the Employer. Such authorized representative may be substituted/replaced by the Contractor at any time during the Contract Period but only after obtaining the consent of the Employer as aforesaid.

4.3 **Subcontracting**



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SBP BSC



The Contractor shall not subcontract the whole of the Works. The Contractor shall not subcontract any part of the Works without the consent of the Employer.

#### 4.4 Performance Security

The Contractor shall furnish to the Employer within fourteen (14) days after receipt of Letter of Acceptance a Performance Security at the option of the bidder, in the form of Bank Draft or Bank Guarantee or an insurance company having at least AA rating from PACRA/JCR for the amount and validity specified in Contract Data.

#### 4.5 Contractor's Equipment

The Contractor shall have to bring at site of works and maintain the minimum construction equipment required for execution of works at site. Proper record of all such equipment shall be maintained by the Contractor and made available to the Employer as and when asked to do so. Prior approval of the Employer will be required for demobilization/shifting of any tool and plant from the site of works under this Contract

#### 4.6 Employer's Approvals

Contractor shall get approval of all the materials, fixtures and method statements well before the time from the Employer. The absence of supervisory staff or approvals or consent or comments from the Employer shall not affect the Contractor's obligations under the Contract.

#### 4.7 Observance of Law

Contractor shall strictly follow the applicable labour laws, industrial relations acts, standing orders, ordinances, social security acts, employees' old age benefits acts; workmen's compensation acts etc. in their letter and spirit and indemnify the Employer against any claim, compensation or penalty in this regard. This is an independent contract and no employment relation exists between the contractor and the Employer.

### 5. Employer's Rights

Without prejudice to any other rights under the Contract and / or applicable law, Employer shall have following rights:

- i. The Employer reserves the right to change the scope of works during the executions of the Works; quantities of certain item(s) can be increased, decreased or absolutely deleted or substituted with some alternative item for which new rates shall be decided as per Clause-10.2.
- ii. The Employer reserves the right to reject a part or whole of the Works and hold any amount claimed by the Contractor against the items or Works for which, the prior approval of the samples was required by the Employer but was not obtained by the Contractor.
- iii. The Employer reserves the right to recover any amount from the payable amounts to the Contractor against any losses or damages incurred to the property, data, or persons of the Employer due to the Contractor or his workers negligence.
- iv. The Employer reserves the right to expel out any employee of the Contractor if found involved in a crime or illegal or unethical activities within or outside the Site.

The Contractor agrees that he shall have no right to claim any direct and / or indirect losses resultant of the above acts by the Employer.

### 6. EMPLOYER'S RISKS

#### 6.1 The Employer's Risks

The Employer's Risks are:-

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



**7. TIME FOR COMPLETION**

**7.1 Execution of the Works**

The Contractor shall commence the Works on the Commencement Date as specified in the work order issued by the Employer and shall proceed expeditiously and without delay and shall complete the works within the time stipulated Contract Data observing all the time lines/target dates provided in the approved Work Program.

**7.2 Work Program**

The Contractor will have to prepare work program on the basis of Key Performance Indicators (KPIs) given in the Schedule-E to Bid or will submit work program its own assumption along with detailed justifications. Once the proposed Work Program has been approved by the Employer, it will have to be followed in letter & spirit. Failure to perform according to the approved Work Program shall be considered as the Contractor's default and Employer reserves the right to invoke all or any remedy available in clause 12.

**7.3 Extension of Time**

The Contractor shall, within such time as may be reasonable under the circumstances, notify the Employer of any event(s) falling within the scope of Employer's Risks, or Early Warnings, or adverse ground conditions, force majeure not leading to Contract termination, or any instruction of the Employer to slow down the progress of works or change in the scope of Works by the Employer requiring additional time for completion of the Works as per the revised scope of Works, may request the Employer to extend the Completion Time reasonably. The Contractor must have to provide complete record of the circumstances on account of which extension of time is being applied along with an up-dated program/schedule in bar chart form for completion of the balance works. The Employer may evaluate the request lodged by the Contractor and extend the Completion Time. The decision of the Director/Head Engineering will be final & binding upon the Contractor.

It is being understood and agreed by the Contractor that the sole remedy for delay shall be extension in the time for performance of the Contractor's work, which extension shall not be subject to any valuation.

**7.4 Late Completion**

If the Contractor fails to complete the Works within the Time for Completion, the Employer without prejudice to any other rights under the Contract and / or applicable law shall deduct liquidated damages at rate as mentioned in the Contract Data.

**8. TAKING-OVER**

**8.1 Completion**

The Contractor shall notify to the Employer along with As-built Drawings and Inventory List to issue the Provisional Completion Certificate and take over the Works when he considers that the Works are completed.

**8.2 Taking-Over Notice**

Within 15 days after receipt of notice, the Employer shall issue a Provisional Completion Certificate to the Contractor and take over the Works if the Works are substantially complete as per the Contract and to the entire satisfaction of the Employer.

If the Works are not completed to the entire satisfaction of the Employer, the Employer will issue a detailed account of the balance or defective works to the Contractor within fifteen (15) days after receipt of notice from the Contractor to take over the whole or a part of the Works. In case of minor defects/ outstanding Works, the Employer at its sole discretion, may take over the Works and issue the Provisional Completion Certificate after obtaining a written undertaking from the Contractor to rectify the punch list items/ outstanding Works during the Defects Liability period.

**9. REMEDYING DEFECTS**

**9.1 Remediating Defects**

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





Failure to remedy any such defects or complete outstanding work within a reasonable time shall entitle the Employer to carry out all necessary works at the Contractor's cost.

## 9.2 Uncovering and Testing

The Contractor shall give not less than five days' notice in writing to the Engineer-in-charge of work before covering up or otherwise placing beyond the reach of measurement any work in order that same may be measured, and correct dimensions thereof be taken before same is covered or placed beyond the reach of measurement.

The Engineer-in-Charge shall check the Contractor's Work and notify the Contractor of any Defects if found. Such checking shall not affect the Contractor's responsibilities. The Employer may instruct the Contractor to search for a defect and to uncover/ or testing any work that the he considers may have a Defect

## 9.3 Failure to remedying Defects

Failure to remedy any defect(s) or complete the outstanding Works except the defects not attributable to the Contractor, to the entire satisfaction of the Employer within a notified time shall entitle the Employer to extend the defect liability period and / or carry out all necessary works at the Contractor's risk to cost in accordance with clause 12.

## 10. VARIATIONS AND CLAIMS

### 10.1 Right to Vary

The Employer/Engineer may issue Variation Order(s) in writing. Where for any reason it has not been possible for the Employer/Engineer to issue such Variations Order(s), the Contractor may confirm any verbal orders given by the Employer/Engineer in writing and if the same are not refused/denied by the Employer/Engineer within seven (7) days of the receipt of such confirmation the same shall be deemed to be a Variation Orders for the purposes of this Sub-Clause.

### 10.2 Valuation of Variations

Variations shall be valued as follows:

- a) at a lump sum price agreed between the Parties, or
- b) where appropriate, at rates in the Contract, or
- c) rates notified by the Government Departments/agencies, or
- d) in the absence of appropriate rates, the rates in the Contract shall be used as the basis for valuation, or failing which
- e) at appropriate new rates, as may be agreed or which the Engineer/Employer considers appropriate, or

Contractor's profit & overheads shall be up to 15% of the cost of labour & materials, cartage, etc. Taxes shall be considered as per actual rate while analyzing rates for any extra items. For valuation of variations and approval of rates for non-BOQ/extra items, the decision of the Director Engineering will be final & binding upon the parties.

### 10.3 Early Warning

The Contractor shall notify the Engineer/Employer in writing as soon as he is aware of any circumstance which may delay or disrupt the Works, or which may give rise for Extension in time.

To the extent of the Contractor's failure to notify, which results to the Engineer/Employer being unable to keep all relevant records or not taking steps to minimize any delay, disruption, the Contractor's entitlement to extension of the Time for Completion may be reduced/rejected.

### 10.4 Variation Procedure

The Contractor shall submit to the Engineer/Employer an itemized make-up of the value of variations within twenty eight (28) days of the instruction. The Engineer/Employer shall check and if possible agree the value. In the absence of agreement, the Employer shall determine the value.

## 11. CONTRACT PRICE AND PAYMENT

### 11.1 (a) Terms of Payments

The Employer shall verify these bills and payments shall be released to the Contractor within **thirty (30)** days after joint verification of the bill by the Employer & the Contractor and after deduction of retention money, applicable taxes or any such other sum determined by the Employer.

### (b) Imbalanced Bid



In case of imbalanced bid (abnormally high/low rates than market/ Employer's Engineer's estimate) duly justified by the contractor, the payments against such running bills will be made by the employer up to 80% of the running bill after required deductions. The remaining amount will be settled at the time of final settlement upon completion of work to the satisfaction of the Employer.

**11.2 Submission of Statements of Work Done/ Interim Bills**

The Contractor shall submit the bills only after the payment against last or previously submitted bills has been made by the Employer.

**11.3 Interim Payments**

Within a period not exceeding seven (7) days from the date of submission of a statement for interim payment by the Contractor, the Engineer shall verify the same and within a period not exceeding thirty (30) days from the said date of submission by the Contractor, the Employer shall pay to the Contractor the sum verified by the Engineer less retention money at the rate stated in the Contract Data and all applicable taxes and duties.

**11.4 Retention Money**

Retention money shall be paid by the Employer to the Contractor after the expiry of defect liability period, the remedying of notified defects and the completion of outstanding work, all as referred to in Sub-Clause 9.1.

If the Contractor fails to complete the Works and rectification of any defects as per the entire satisfaction of the Employer under Clause-09, this Retention Money and Performance Security will be withheld by the Employer and it shall be released after adjustment of any claims against the Contractor or cost of any defects corrected through other sources or Contractors at the risk to cost of the Contractor.

**11.5 Final Payment**

Upon issuance of Final Completion Certificate, the payments pertaining to the Works completed during Defects Liability Period and / or money as Retention Money shall be released as per sub-Clause-11.4 and the accounts for the contract shall be closed. The Employer shall release payments within sixty (60) days.

**11.6 Currency**

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

**11.7 Mobilization Advance**

If requested by the Contractor, an interest-free Mobilization Advance up to 15 % of the Contract Price stated in the Letter of Acceptance shall be paid by the Employer to the Contractor in two equal parts upon submission by the Contractor of a Mobilization Advance Guarantee for the full amount of the Advance in the specified form from a Scheduled Bank in Pakistan subject to approval of Director/Head Engineering Payments shall be made as per the following criteria;

- a) First part of the Mobilization Advance within twenty (20) days after verification of the approved/ legible Bank Guarantee from the issuing bank.
- b) Second part of the mobilization advance on arrival of required tools & plants and commencement of Works at site to the entire satisfaction of the Employer.

Mobilization Advance paid to the Contractor shall be recovered from the interim bills of the Contractor @ 15% of total amount of work done at site for the bill being processed till the time that whole of the amount of Mobilization Advance has been recovered.

**11.8 Secured Advance**

The Employer at his sole discretion may provide to Contractor Secured Advance against an indemnity bond acceptable to the Employer of such sum as the Engineer in charge may consider proper in respect of non-perishable materials brought at the Site but not yet incorporated in the permanent Works subject to approval of Director/Head of Engineering, provided that:

- (a) The materials are in accordance with the Specifications for the permanent works;
- (b) 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 in charge but at the risk to cost of the Contractor;
- (c) The Contractor's records of the requirements, orders, receipts and use of materials are kept in a form approved by the Engineer in charge, and such records shall be available for inspection by the Engineer in charge;
- (d) 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 in charge for the purpose of valuation of materials and providing evidence of ownership and payment therefore;
- (e) 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 of without written permission of the Employer.



- f) 60% of the purchase price of the item/material or 50% of tender price of the item/material whichever is lesser, after measuring the quantity & verification of the quality of materials at site by the Employer may be paid

The amount of Secured Advance against any item(s)/materials shall be recovered from the next three (03) bill of the Contractor in the form of three equal installments. The Employer reserves the right to recover all outstanding amount of the Secured Advance from very 1<sup>st</sup> bill of the Contractor submitted after release of the Secured Advance.

#### 11.9 Changes in Taxes and Duties

If, after the date of submission of Bids, there occur changes in the taxes and duties which cause additional or reduced cost to the Contractor in the execution of the Contract, such additional or reduced cost shall be added to or deducted from the Contract Price accordingly. Decision of the Director/Head Engineering will be final & conclusive in this regard.

#### 11.10 Price Adjustment

The amounts payable to the Contractor in respect of work done/work executed 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

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

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

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

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 11.10 (a), and with Paragraphs 11.10 (b) and (e), where any variations and daywork are not otherwise subject to adjustment;

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

$b, c, d, \text{ etc.}$ , 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  $A, b, c, d, \text{ etc.}$ , shall be one;

$L_n, M_n, E_n, \text{ etc.}$ , are the current cost indices or reference prices of the cost elements for month "n", determined pursuant to Sub-Clause 11.10 (d), applicable to each cost element; and

$L_o, M_o, E_o, \text{ etc.}$ , are the base cost indices or reference prices corresponding to the above cost elements at the date specified in Sub-Clause 11.10(d).

##### (c) Sources of Indices and Weightages

The sources of indices shall be those listed in Appendix-A 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-A to Bid, which shall be subject to approval by the Engineer.

##### (d) Base, Current, and Provisional Indices

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

If the Contractor fails to complete the Works within the Time for Completion prescribed under Clause 7, 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 7.3, the above provision shall apply only to adjustments made after the expiry of such extension of time.



## 12. DEFAULT

### 12.1 Default, Termination of the Contract and Compensation to the Employer

(a) **Default by the Contractor:**

If the Contractor abandons the Works, delays abnormally, or misses the target dates mentioned in the approved Work Program or refuses or fails to comply with a valid instruction of the Employer, or if Contractor materially or consistently breaches the Contract, the Employer may give a notice under this sub-clause stating the default. If the Contractor has not taken practicable steps to remedy the default or cover up the backlog within fifteen (15) days after receipt of the Employer's notice, the Employer may by serving a second notice within twenty five (25) days, terminate the Contract asking the Contractor to demobilize from the Site leaving behind the Equipment required for completion of the outstanding Works at risk & cost of the Contractor or the Employer may deploy extra resources to cover up the backlog at the risk & cost of the Contractor. The decision of the Director/Head Engineering will be final and conclusive in this regard.

(b) **Default by the Employer:**

If the Employer fails to pay in accordance with the Contract, or is, despite a written complaint, in breach of the Contract, the Contractor may give a notice under this sub-clause stating the default. If default is not remedied within fifteen (15) days by the Employer after receipt of the notice, the Contractor may suspend execution of all parts of the Works. If the default is not remedied within thirty (30) days after receipt of first notice, the Contractor may serve a second notice within thirty (30) days and terminate the Contract and demobilize from the Site.

(c) **Employer's sole discretion:**

The Employer shall be entitled to terminate the Contract, at any time for the Employer's convenience, by giving notice of such termination to the Contractor. The termination shall take effect within 15 days after the Contractor receives the notice.

(d) **Insolvency:**

If either part is declared (or is likely to be declared) insolvent under any applicable law, the other party may terminate the Contract by serving a notice immediately. The Contractor shall demobilize from the Site leaving behind the Equipment required for completion of the outstanding Works in case of Contractor's insolvency.

(e) **Criminal/ Offensive act by the Contractor or his employees:**

If the Contractor or any of his employees commits a serious crime within the premises of the Employer which can result in police action under Penal Code Act of Pakistan, the Employer may terminate the Contract by serving a notice to the Contractor and the Contractor shall demobilize from the Site leaving behind the Equipment required for completion of the outstanding Works at the risk & cost of the Contractor.

(f) **Actions in case of failure of the Contractor:**

If the Contractor fails to complete the Works even when the amount of Liquidated Damages has reached to the maximum fixed limit or the Contractor abandons or suspends the Works, or commits breach of the terms & conditions of the Contract, the Contractor or any of his employees commits a serious crime within the premises of the Employer which can result in police action under Penal Code Act of Pakistan or in any case in which the contractor shall have rendered himself liable to pay compensation/liquidated damages, the Director/Head Engineering whose decision shall be final & conclusive, without prejudice to any other right or remedies, shall have power to adopt all or any of the following courses as he may deem best suited to the interest of the Employer;

- i. To rescind the Contract (of which the rescission notice in writing to the Contractor under the hand of Director/Head Engineering shall be conclusive evidence) and in which case the retention money and Performance Security of the Contractor shall be forfeited and be absolutely at the disposal of the Bank;
- ii. To employ labour paid by the Employer and to supply materials to carry out the Works or any part of the Works, debiting the Contractor with the cost of all labour and the price of the materials (of the amount of which cost and price a certificate of the Director/Head Engineering shall be final & conclusive against the Contractor) and crediting him with the value of the work done in all respects in the same manner and at the same rates as if it had been carried out by the Contractor under the terms of this Contract; the certificate of the Director/Head Engineering as to the value of the work done shall be final and conclusive against the Contractor;
- iii. To measure up the works of the Contractor and to take such part thereof as shall be as shall be un-executed out of his hands and give it to another contractor to complete, in which case any expenses which may be incurred in excess of the sum which would have been paid to the original Contractor, if the whole had been executed by him (of the amount of which excess the certificate in writing of the Director/Head Engineering shall be final and conclusive) shall



be borne and paid by the original Contractor and may be deducted from any money due to him by the Bank under the Contract or otherwise, or from his retention money or the proceeds of sale thereof or sufficient part thereof;

- iv. If any of the above courses being adopted by the Director/Head Engineering, the Contractor shall have no claim to compensation for any loss sustained by him by reasons or his having purchased or procured any materials, or entered in to any engagements or made any advances on account of, or with a view to the execution of the works or the performance of the Contract. And in case the Contract shall be rescinded under the provisions aforesaid, the Contractor shall not be entitled to recover or be paid any sum for any works theretofore actually performed under this Contract unless and until the Director/Head Engineering will have certified in writing the performance of such works and the value payable in respect thereof and he shall be only be entitled to be paid the value so certified.
- v. In case of Contractor's failure to perform in line with the agreed terms & conditions laid down in the contract, the Employer may blacklist the Contractor for future opportunities at the Employer as per clause 18.2 and decision of the Director/Head Engineering will be final & conclusive. As per Public Procurement Rule-19, the Contractor will be accorded adequate opportunity of being heard.

**(g) Payments upon Termination**

In case of termination by the Employer, the Contractor shall be entitled to payment of the unpaid balance of the value of the Works executed only after adjustment of any sums to which the Contractor is entitled and any sums to which the Employer is entitled including recovery of all recoverable advance payments,. No payment shall be made against the leftover materials, machinery, plants etc. brought by the Contractor and against his demobilization. If the total amount already released by the Employer exceeds any payment due to the Contractor, the difference shall be a recovered from the balance payable amounts or the Retention Money along with the performance Security.

**13. Warranty**

13.1 The Contractor warrants that the goods supplied under the Contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Contractor further warrants that all goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the Procuring agency's specifications) or from any act or omission of the Contractor, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

13.2 If the Contractor, having been notified, fails to remedy the defect(s) within a reasonable period, the Employer may proceed to take such remedial action as may be necessary, at the Contractor's risk and expense and without prejudice to any other rights which the Employer may have against the Contractor under the Contract.

**14. RISKS AND RESPONSIBILITIES**

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

From the Commencement Date until the completion of Works and issuance of Completion Certificate or Termination by the Employer, the risks of loss or damage to Works, personal injury, death, and loss of or damage to property of the Employer due to the negligence of the Contractor, his employees, associates, sub-contractor, assigns etc. all such risks are Contractor's risks. The Contractor shall have to make good all damages/losses to the Employer after receiving written notice from the Employer.

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

**14.2 Force Majeure**

If the Contract is frustrated by a force majeure, like the outbreak of war, civil commotion, and insurrection or by any other event entirely outside the control of either the Employer or the Contractor, the Employer shall certify that the Contract has been frustrated and is being terminated. If an event of force majeure continues for a period of sixty (60) days, the Contractor can also give a notice of termination. The Contractor shall stop work as quickly as possible after receiving contract frustration certificate from the Employer and shall be paid for all work carried out or services rendered before the frustration/ termination of the Contract and for any work carried out afterwards to which a commitment was made including the cost of materials and plants reasonably delivered to the Site, after adjustment of any sums to which the Contractor is entitled as per the Contract, and cost of his demobilization after recovery of all recoverable advance payments made by the Employer or the sums to which the Employer is entitled. If the reason ceases to exist, the Parties can recommence the performance of the Contract under the original terms & conditions if mutually agreed.

**15. INSURANCE**

15.1 The Contractor shall on joint name of employer and Contractor procure a contractor's all risks of physical loss or damage insurance policy, covering all risk to Works, third party, and all risks of





physical loss to labour or damage caused to the Contractor's plants, equipment, materials and any other asset(s) belonging to the Contractor.

Insurance Policy shall cover the damages to the structure, stores if supplied by the Employer caused by fire, including lightening, riots, strikes, storm, cyclones, flood, earthquake, theft, etc.

**15.2 Default**

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

**16. RESOLUTION OF DISPUTES**

- 16.1 If any dispute arises between the parties (Contractor & the Employer), the matter shall be referred to the Director/Head Engineering who will examine the matter in detail and give the decision which will be final & binding upon the parties.
- 16.2 In case the Contractor believes that the decision of the Director/Head Engineering was not in line with the Contract or it is prejudiced, and he does not accept the same, he may give a notice of dissatisfaction under this sub-clause within 15 days of the decision of the Director/Head Engineering. If no notice is given within this time, the decision of Director/Head Engineering shall be final and binding upon the Parties.
- 16.3 In case a dissatisfaction notice is given by the Contractor, the matter may be referred to a neutral Adjudicator appointed after mutual agreement within 15 days after the notice of dissatisfaction. Failing to agree upon Adjudicator name within the specified time will result in finality of the Director/Head Engineering's decision which will become binding upon the parties.
- 16.4 If required under any circumstances, the matter may be referred to arbitration under the Arbitration Act 1940 (Act No. X of 1940) and rules made there under and any statutory modifications thereto. Arbitration Proceedings shall be held at the place mentioned in the Contract Data.

**17 INTEGRITY PACT**

If the Contractor or any of his Sub-Contractors, agents or servants is found to have violated or involved in violation of the Integrity Pact signed by the Contractor as Schedule-F to his Bid, then the 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 Sub-Contractors, 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 Sub-Contractors, agents or servants.

On termination of the Contract under Sub-Para (b) of this Sub-Clause, the Contractor shall demobilize from the Site leaving behind Contractor's Equipment which the Employer instructs, in the termination notice, to be used for the completion of the Works at the risk and cost of the Contractor.

**18. CODE OF CONDUCT**

- 18.1 It is the Employer's policy to Contractors observes the highest standards of ethics during the procurement and execution of such contracts. In pursuit of this policy, the Employer follows, inter alia, the instructions contained in PPR-2004 which defines:  
"corrupt and fraudulent practices" includes the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official or the supplier or Firm/Company in the procurement process or in contract execution to the detriment of the procuring agencies; or misrepresentation of facts in order to influence a procurement process or the execution of a contract, collusive practices among Consultant/ Service Providers (prior to or after Proposal submission) designed to establish bid Prices at artificial, non-competitive levels and to deprive the procuring agencies of the benefits of free and open competition and any request for, or solicitation of anything of value by any public official in the course of the exercise of his duty;"
- 18.2 Under Rule-19 of PPR-2004, "The Employer can inter alia blacklist bidders found to be indulging in corrupt or fraudulent practices. Such barring action will be duly publicized and communicated to the PPRA. Such matters would be referred to the Blacklisting Committee that is empowered to take action accordingly:

NATURE OF OFFENSE / FAULT	MEANS OF VERIFICATION
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<b>Corruption</b>	Actual instance verifiable as per law of land and applicable rules and regulations of SBP
<b>Deviation from commitment</b>	If the bidder deviates from its prior commitment or declaration made regarding the bid or proposal submitted by the bidder.
<b>Fraud</b>	Cross verification of documentary undertakings submitted by Contractor/ Bidder/Consultant/Supplier
<b>Collusion</b>	Results of Bid/Proposal analysis resulting in substantive evidence of collusion
<b>Performance Deficiencies</b>	Documented evidence in form of performance deficiencies not suitably responded or defended by Contractor/ Bidder/ Supplier/ Consultant

However such barring action shall be undertaken only after Contractor who is to be barred and blacklisted shall be accorded adequate opportunity of being heard. Decision of Blacklisting Committee of SBP BSC will be final and conclusive.

- 18.3** The receipt for any money paid by the bidders will not be considered as any acknowledgement of payment to the Contractor unless such receipt is signed by a duly authorized officer of the Employer and Contractor shall be solely responsible for seeing that a proper receipt is provided.
- 18.4** Attention of bidders is drawn to Rule-32 of PPR-2004 whereby they are required to identify any discriminatory and difficult conditions, introduced by Employer which discriminates between bidders or that is considered to be met with difficulty. In ascertaining the discriminatory or difficult nature of any condition reference shall be made to the ordinary practices of that trade, manufacturing, construction business or service to which that particular procurement is related. However in certain conditions Employer may describe exceptions or preferences consistent with Rule-4 of PPR-2004.
- 18.5** Employer's policy requires that selected Contractor shall provide professional, objective, and impartial advice and services and at all times hold the Employer's interests paramount, strictly avoid conflicts with other assignments or their own corporate interests and act without any consideration for future work. Bidders have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of the Bank, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the bidder and termination of contract arising out of this procurement
- 18.6** Without limitation on the generality of the foregoing, Contractors and any of their affiliates, shall be considered to have a conflict of interest and shall not be recruited, under any of the circumstances set forth below:
- a) A Contractor that has been engaged by the Employer to provide goods, works or services other than consulting services for a project, and any of its affiliates, shall be disqualified from providing consulting services related to those goods, works or services. Conversely, Contractor hired to provide consulting services for the preparation or implementation of a project, and any of its affiliates, shall be disqualified from subsequently providing goods or works or services other than consulting services resulting from or directly related to the firm's consulting services for such preparation or implementation.
  - b) A Contractor (including its Personnel and Sub-Contractor(s) or any of its affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Contractor to be executed for the same or for another client.
  - c) A Contractor (including its Personnel and Sub-Contractor(s) that has a business or family relationship with a member of the Bank's staff who is directly or indirectly involved in any part of (i) the preparation of the specifications of the goods, (ii) the selection process for such assignment, or (iii) supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the appropriate authority of the Employer.
  - d) Bidders shall not recruit or hire any agency or current employees of the Bank. Recruiting former employees of the Employer or other civil servants to work for the bidders is acceptable provided no conflict of interest exists. When the Contractor nominates any government employee as Personnel in their bid, such Personnel must have written certification from their government or employer confirming that they are on leave without pay from their official position and allowed to work full-time outside of their previous official position. Such certification shall be provided to the Employer by the Contractor as part of bid.

## 19. OVERRIDING EFFECT OF PPR-2004

Whenever in conflict with these documents the stipulations of PPR-2004 (Public Procurement Rules-2004) shall prevail.

## 20. SPECIFICATION EPILOGUES

- a. The Work(s) contemplated under the Contract, shall be constructed, completed and guaranteed, strictly conforming to and in accordance with the stipulated specifications for execution of such works,



providing of materials/services and etc. as provided in the Contract Documents and or as directed by the Employer.

- b. In the event of missing / non-availability of particular specification (s) applicable to or to govern the execution of such item(s) of works/ contract hereof, having no effect or bearing upon the rate/price or valuation of the contract, all material, fabrication, execution and testing thereof shall conform to the applicable standards, codes/specifications contained in the following list to equivalent applicable standard and specifications established and/or as approved in the country of manufacture or supply:

ASTM	American Society of Testing Materials
AASHTO	American Association of State Highway and Transportation Officials
AWWA	American Water Works Association
ASME	American Society of Mechanical Engineers
AISC	American Institute of Steel Construction
ASA	American Standards Association
AWS	American Welding Society
BSS	British Standard Specifications & Materials)
PSI	Pakistan Standards Institute

- c. All quality control and related tests (if required) shall be carried out in accordance with applicable standards and codes. The cost in this regard shall be borne by the Contractor.

## 21. SILENCE OF SPECIFICATIONS

The apparent silence of the specifications, plans, or other contract documents as to any detail or the apparent omission from them of a detailed description concerning any point, shall be regarded as meaning that only the best generally accepted practice is to be used. All interpretations of the specifications will be made by the Engineer on this basis.

## 22. REMOVAL OF UNACCEPTABLE AND UNAUTHORIZED WORK

All work which, as determined by the Engineer or Engineer In-charge, does not conform to the requirements of the Contract and results in an inferior or unsatisfactory product, will be considered unacceptable. Unacceptable Work, whether the result of poor workmanship, use of defective materials, damage through carelessness or any other cause, found to exist prior to the final acceptance of the Work, shall be removed or replaced at the Contractor's expense.

No work shall be done without lines and grades having been approved by the Engineer. Work done contrary to the instructions of the Engineer, Work done beyond the lines shown on the plans, or as given, except as herein specified, or any extra work done without authority, will be considered as unauthorized and will not be paid for under the provisions of the Contract. Work so done may be ordered removed or replaced at the Contractor's expense.

Upon failure on the part of the Contractor to comply forthwith with any order of the Engineer, made under the provisions of this article, the Engineer will have authority to cause unacceptable Work to be remedied or removed and replaced and unauthorized Work to be removed and to deduct the costs from any moneys due or to become due the Contractor

## 23. The Contractor shall be liable & indemnify the Employer

Contractor shall be exclusively liable for and shall indemnify and hold harmless the Employer, its agents and employees from:

- a. Making good all losses arising out of the Contractor's negligence or breach of the Contract. The Employer shall determine the amounts of such losses/ damages and the Contractor hereby expressly waives his all or any right to change or challenge the same. The Contractor shall have to make good all such losses/ damages within time frame specified in the Notice, to the entire satisfaction of the Employer after receiving written notice from the Employer.
- b. All losses arising from the automatic transfer of employment of Contractor's and its sub-contractor's employees to premises or any third party on the expiry or termination of the Contract including, in relation to the employees:
- All liabilities in respect of their employment before or after the expiry or termination of the Contract and
  - The costs of terminating their employment and any claims arising there from.
- c. Any tax, government duties, insurance contributions (employee and employer) and or social security contributions in respect of Contractor (in the case of an individual) or any employee or sub-contractor of Contractor together in each case with any interest, fines or penalties thereon.
- d. Save for the willful or deliberate breach of its obligations under the Contract or, as set out above, neither party shall be liable for any consequential or indirect loss or damage.
- e. All payments to his staff and other hired persons, sub-contractors or assigns during the currency of this Contract or after its expiry/ termination. The Employer shall have no relation, in whatsoever way, with such employees or persons recruited, hired or contracted by the Contractor and all these persons shall always be treated as the employees of the Contractor.
- f. Any claims of his own, of his employees or ex-employees, or associates, or their heirs whether against the Contractor, other contractors working within the same premises or any other person, regarding



deals made at personal level by the staff or personal matters or deals carried out as a company, in whatsoever form, manner or capacity.

- g. Any Government Permits, Licenses, etc. that may be required for performing the Works contemplated under the Contract.
- h. All claims of compensation by an employee, his family or legal heirs or any other agency, autonomous body, any NGO or government department, arising from injury, disability, ill health or death of any of his employees during the currency or expiry of this Contract while performing any services under this Contract or any claim regarding the medical care or treatment expenses submitted by the employee or ex-employee of the Contractor or their legal heirs.
- i. In case any claim of compensation, expense in whatsoever form is to be paid by the Employer under any law of the land, the same amount shall be deducted from the Contractor's payable amounts/retention money.
- j. Full cost and responsibility for his employees/ staff, under no circumstances, whatsoever, shall the Contractor or its employees shall be regarded as the Employer's employees, and there would be no employer / employee relationship between them and the Employer.

**24. Confidentiality**

Except with the consent in writing of the Employer, Contractor shall keep strictly confidential and not make use of any confidential information supplied by the Employer other than to perform this Contract, and shall impose the same obligations on its employees and other third parties (including sub-contractors).

**25. Independent Contractor**

The Contractor including all his employees, sub-contractors, associates, assigns or his legal heirs shall at all times function and be regarded as independent contractor and not as an agent of the Employer and neither the Contractor nor its employees, sub-contractors, associates, assigns or his legal heirs shall have the right to represent or bind the Employer to any third person including any department or agency of Government or any other authority in any manner, whatsoever.

**26. Materials Obtained/Discovered during excavation**

Materials obtained from excavation will be the property of the Employer. Serviceable materials & treasures etc. found shall have to be stacked/stored at the location designated by the Employer. All rubbish/un-wanted materials/debris shall have to be disposed of by the contractor in line with the directions of the Employer & municipal regulations.

**27. Site Clearance at completion**

On completion of the project/works or at some earlier stage as desired by the Employer, the contractor shall remove all temporary structures, dumpsites, debris, surplus materials, etc. and fill up all trenches etc. made during the execution of the works. The contractor will have to secure a site clearance certificate from the Employer and attaché the same with his final bill. In case the contractor fails or refuses to do so, the Employer reserves the right to get it done through the other sources/contractors and deduct/recover the expenditure so occurred from the bills or retention money **along with the Performance Security submitted at the time of bid opening** of the contractor. In this regard, the decision of the Director/Head Engineering will be final & conclusive.

**28. Health, Safety, Environment and Security (HSE&S)**

- a. The Contractor shall comply with all statutory and regulatory requirements related to Health, Safety, Environment & Security (HSE&S) as well as Employer's applicable rules, procedures or policies related thereto at no additional cost to the Employer. The costs of supplying and/or doing all such things required for the purpose shall be deemed to be included in the amounts payable under this Agreement to the Contractor.
- b. The Employer shall periodically audit the Contractor's compliance with its HSE&S policies and conduct safety inspections as and when it deems fit. The Contractor shall ensure that Employer's recommendations in this regard are implemented without any delay.
- c. The Contractor shall provide the Employer information about its working practices, materials and equipment and shall operate in a manner which does not compromise Employer's security or environment standards and the safety and health of its employees and other people. Contractor shall also provide the Employer with any information which it may have related to a potential or actual security threat to the Employer.
- d. The Contractor shall certify in writing that its personnel are fully trained to execute the Works safely and shall ensure that they understand all risks and hazards associated with the Works. The Contractor shall keep records of such trainings.
- e. The Employer reserves the right to terminate this Contract without notice to the Contractor in the event of violation of this Clause by the Contractor and related HSE&S requirements of the Employer communicated to the Contractor from time to time.
- f. The Contractor shall pay special attention to the following environmental protection measures;
  - 1. Use of clean fuels to minimize air polluting emissions.
  - 2. Control of other air pollutants.
  - 3. Recovery and recycling of usable materials.
  - 4. Control of vehicle noise.
  - 5. Control of noise from power facilities.
  - 6. Limitation of Vibrations.
  - 7. Preservation of natural land to the extent possible.
  - 8. Preservation of archaeological Sites.
  - 9. Careful handling, storage and utilization of hazardous radioactive materials, toxic chemicals etc.





**29. Electric Power Supply, Water supply, Telephone etc.**

Water for construction purposes will be provided by the Employer. Electricity will be provided by the Employer for all minor equipment & tools. Expense regarding the required cables/wires and sub-meters, switches etc. shall have to be borne by the Contractor. The Contractor shall make his own arrangement at his own expenses for the telephone & fax etc. at the Site of Works. If these facilities are to be provided by the Employer at the request of the Contractor, the Contractor shall have to pay the bills/ expenses as per mutually agreed terms & conditions at that time. Hutting/ tenting etc. for the workers or storage of the materials of the contractor shall be the responsibility of the contractor.

**30. Attendance of Meetings**

The Contractor shall attend all meetings along with his authorized representative(s) when called by the Employer to discuss the quality and progress of Works, site matters and other matters related to the Contract, without any compensation from the Employer. The Contractor may ask the Employer to call a joint meeting to review the pending issues and decisions or to discuss any other matters, factors or aspects in context of the Contract. The minutes of meetings may be recorded and circulated amongst the participants for compliance.

**31. First Aid Facilities**

The contractor shall provide his staff with free first-aid facilities and treatment at the premises and shall, for this purpose, keep a properly equipped first aid kit at the premises.

**32. Utility Lines**

The Contractor shall conduct his operations, make necessary arrangements, take suitable precautions and perform all required work incident to the protection of and avoidance of interference with power transmission, telegraph, telephone and natural gas lines, oil lines, water and sewerage mains and other utilities within the areas of his operations in connection with this Contract and the cost thereof shall be borne by the Contractor and the Contractor shall save harmless and indemnify the Employer in respect of all claims, demands, proceedings, costs, charges and expenses whatsoever arising out of or in relation to any such interference.

**33. Other**

- a. The terms and conditions and the Schedules thereto of this Contract represent the entire agreement and understanding between the Employer and the Contractor, in relation to the subject matter hereof and supersede all previous agreements and/or understandings between the parties in relation thereto.
- b. If any provision of the Contract is found by any court or competent authority to be invalid, unlawful or unenforceable, that provision shall be deemed not to be a part of the Contract and it shall not affect the enforceability of the rest of the Contract.
- c. Unless expressly provided, no term of this Contract is enforceable by any third party.
- d. This Contract is personal to Contractor and Contractor shall not assign or subcontract any of its rights or obligations under it without Employer's prior written consent. Any subcontracting shall be on terms consistent with these Conditions for the benefit of an enforceable by the Employer and Contractor shall remain liable for the subcontractor's acts and omissions and the Contractor's complete performance.
- e. The Contract shall be governed by the laws of Pakistan and Contractor and the Employer agree to submit to the exclusive jurisdiction of the courts in Pakistan.

**34. Beneficial Ownership information**

For works worth Rs.50M or above, the bidder shall provide Beneficial Ownership information on the prescribed Form. Failure to provide the required information of the beneficial ownership by the company or submission of false or partial information, the procuring agency shall:

- i. Blacklist the said company in accordance with rule 19(1)(a) of Public Procurement Rules, 2004,
- ii. Reject the bid of the said company.



The following Contract Data shall be deemed to form and be read and constructed as part of the Contract, including Conditions of Contract.

**CONTRACT DATA**

<b>SCC 1.</b>	<b>Employer</b>	<b>GCC Clause 1</b>
	Means SBP-Banking Services Corporation Hyderabad	
<b>SCC 2.</b>	<b>Priority of Documents</b>	<b>GCC Clause 3</b>
	Documents forming the Contract listed in the order of priority: (a) The Contract Agreement (b) Letter of Acceptance (c) The completed Form of Bid (d) Contract Data (e) Conditions of Contract (f) The completed Schedules to Bid including Schedule of Prices (g) The Drawings, if any (h) The Specifications, if any	
<b>SCC 3.</b>	<b>Amount of Performance Security</b>	<b>GCC Clause 4.4</b>
	10% of the Contract Price stated in Letter of Acceptance / Award in the form of  i. <b>Pay Order, Demand Draft, Deposit at Call or Bank Guarantee</b> from any Schedule Bank registered in Pakistan. ii. <b>Insurance Guarantee</b> from any <b>insurance company with AA rating by PACRA / JCR.</b>  The Performance Security would remain valid till successful completion of Defect Liability Period and would be released after successful completion of defect liability period.	
<b>SCC 4.</b>	<b>Completion Time</b>	<b>GCC Clause 7.1</b>
	180 Calendar days	
<b>SCC 5.</b>	<b>Liquidated Damages</b>	<b>GCC Clause 7.4</b>
	@ 0.1% of total work done/ day to a maximum of 10% of the total work done.	
<b>SCC 6.</b>	<b>Defect Liability Period</b>	<b>GCC Clause 9</b>
	365 Calendar days	
<b>SCC 7.</b>	<b>Retention Money</b>	<b>GCC Clause 11.4</b>
	10% of the net payable amount for each bill of the Contractor	
<b>SCC 8.</b>	<b>Insurance</b>	<b>GCC Clause 11.6</b>
	<b>The Works</b> Amount of Cover: The sum stated in Letter of Acceptance plus fifteen percent 15%. <b>Contractor 's equipment</b> Amount of Cover :Full replacement Cost <b>Injury to Person and Damaged to Property including Third party Insurance</b> Amount of Cover : I) As per workmen compensation act II) Contractor's all Risk including Third party III) damages to the Structure, stores if supplied by the Bank	
<b>SCC 9.</b>	<b>Place of Arbitration</b>	<b>GCC Clause 16.4</b>
	Karachi	

**BID DATA SHEET (BDS)**

The following specific data for goods and services to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB) Section III. Whenever there is a conflict between BDS and ITB, the provisions of BDS shall prevail over those in ITB.

<b>BDS 1.</b>	<b>The Employer</b>	<b>ITB 1.1</b>
	SBP BSC(Bank) Hyderabad	
<b>BDS 2.</b>	<b>Works</b>	<b>ITB 1.1</b>





	Relocation & Replacement of C.I. Sewerage Pipes with uPVC Pipes at SBP BSC Hyderabad	
<b>BDS 3.</b>	<b>Method of Procurement</b>	<b>ITB 2.2</b>
	Bidding shall be conducted using the National Competitive Bidding Procedure specified in the PPRA Rules-2004, <b>Rule-36(b) i.e Single stage – two envelope procedure.</b> The bid shall comprise a single package containing two separate envelopes. Each envelope shall contain separately the Financial Proposal and the Technical Proposal. The envelopes shall be marked as “FINANCIAL PROPOSAL” and “TECHNICAL PROPOSAL” in bold and legible letters to avoid confusion. Initially, only the envelope marked “TECHNICAL PROPOSAL” shall be opened and the envelope marked as “FINANCIAL PROPOSAL” shall be retained in the custody of the Employer without being opened. The Employer will evaluate the technical proposal in a manner prescribed in Schedule B to Bid, without reference to the price and reject any proposal which does not conform to the specified requirements.	
<b>BDS 4.</b>	<b>Employer Address</b>	<b>ITB 5.1</b>
	SBP BSC(Bank) Hyderabad	
<b>BDS 5.</b>	<b>Currency of Bid</b>	<b>ITB 10.3</b>
	Bid shall be quoted entirely in Pak. Rupees. The payment shall be made in Pak. Rupees.	
<b>BDS 6.</b>	<b>Bid Security</b>	<b>ITB 13.1</b>
	Each bidder shall furnish, as part of his bid a <b>Bid Security of minimum Rs. 100,000/- in the shape of Pay Order / Demand Draft /Deposit</b> at call in favor of <b>SBP-Banking Service Corporation</b> valid for a period 28 days beyond the Bid Validity date. The Bid Security in original is required to be submitted with Technical Bid.	
<b>BDS 7.</b>	<b>Bid Validity</b>	<b>ITB 14.1</b>
	Bid Validity period is <b>180</b> days from the date fixed for opening of the Bids	
<b>BDS 8.</b>	<b>No. of Copies</b>	<b>ITB 14.4</b>
	Only original Bid is to be submitted	
<b>BDS 9.</b>	<b>Address for Bid Submission</b>	<b>ITB 14.6 &amp; 15.1</b>
	As mentioned in Invitation to Bid	
<b>BDS 10.</b>	<b>Deadline for Bid Submission</b>	<b>ITB 15.3</b>
	As mentioned in Invitation to Bid	
<b>BDS 11.</b>	<b>Address of Grievances Committee</b>	<b>ITB 17.2</b>
	Chairman Grievances Committee, Office of the Director Human Resource Management Department 1st Floor, BSC House State Bank of Pakistan Main Building Complex, I.I.Chundrigar Road, Karachi	
<b>BDS 12.</b>	<b>Performance Security</b>	<b>ITB 21.1</b>
	10% of the Contract Price stated in Letter of Acceptance / Award in the form of  i. <b>Pay Order, Demand Draft, Deposit at Call or Bank Guarantee</b> from any Schedule Bank registered in Pakistan. ii. <b>Insurance Guarantee</b> from any <b>insurance company with AA rating by PACRA / JCR.</b>  The Performance Security would remain valid till successful completion of Defect Liability Period and would be released after successful completion of defect liability period.	



**SCHEDULES TO BID INCLUDE THE FOLLOWING**

- |                       |   |
|-----------------------|---|
| 1. Appendix-A to Bid  | Price Adjustment under clause <u>11.10</u> Conditions of Contract |
| 2. Schedule A to Bid: | Schedule of Prices  |
| 3. Schedule B to Bid: | Qualification Information and Bid Evaluation Criteria             |
| 4. Schedule C to Bid: | Specific Works Data   |
| 5. Schedule D to Bid: | Works to be Performed by Subcontractors                           |
| 6. Schedule E to Bid: | Proposed Methodology/ Work Program of the Bidder                  |
| 7. Schedule F: to Bid | Integrity Pact  |



**SCHEDULE-A TO BID**  
Appendix-A To Bid

**PRICE ADJUSTMENT UNDER CLAUSE 11.10  
OF CONDITIONS OF CONTRACT**

The source of indices and the weightages or coefficients for use in the adjustment formula under Clause 11.10 shall be as follows:

Cost Element	Description	Weightages	Applicable index
1	2	3	4
(i)	Fixed Portion	0.51	
(ii)	Local Labour	0.15	Government of Pakistan (GP) Federal Bureau of Statistics (FBS) Monthly Statistical Bulletin.
(iii)	Cement – in bags	0.04	“ “ “
(iv)	High Speed Diesel (HSD)	0.30	Federal Bureau of Statistics (FBS) Monthly Statistical Bulletin, OGRA / PSO
	Total	1.00	

**Notes:**

- 1) The base date price (or base date index) of any element shall be the price of the element for the month on the day falling 28 days prior to the latest day for submission of bids.
- 2) The current date price (or current date index) of any element shall be the price of the element for the month falling on the day 28 days prior to the last day of the period to which the particular Payment Certificate relates
- 3) Any fluctuation in the indices or prices of materials other than those given above shall not be subject to adjustment of the Contract Price.

**GUIDELINES FOR USER**

- A. Weightage of fixed portion (Non-adjustable portion of the estimated cost of the contract), "A" shall be determined as under:
1. First the weightages of all the cost elements having value of 3 percent or more to be added up to see whether the total is 75 percent or less. In that case the total is to be subtracted from one (01) to determine the weightage of the fixed portion, "A".
  2. In case total weightage of the cost elements including HSD and labour exceeds 75 percent, the element(s) having lowest weightage(s) other than HSD and labour, shall be excluded in considering the adjustable costs elements.
  3. Fixed portion shall be 25 percent and in case the fixed portion exceeds 25 percent it shall be supported by calculations attached with the bidding documents.
  4. Sum of fixed portion, "A" and weightages b, c, d, .. etc., of the adjustable portion shall always be one (01).
- B. For further guidelines, please refer "Standard Procedure and Formula for Price Adjustment May 2022 by Pakistan Engineering Council.

**SCHEDULE OF PRICES  
(Financial Bid)**



----- REFER TO VOLUME-II OF THE BIDDING DOCUMENTS -----



**SPECIFIC WORKS DATA**

**SCHEDULE-C TO BID**

**1. Location of Site:**

“State Bank of Pakistan, Shahrah e Fatima Jinnah, Thandi Sarak, Hyderabad”

**2. Major Items of Contract:**

Relocation & Replacement of C.I. Sewerage Pipes with uPVC Pipes at SBP BSC Hyderabad includes works but not limited to;

- a. Removal and relocation of existing C.I. sewerage and drain pipes inside Vault's beat area and replace with uPVC.
- b. Removing of existing C.I. sewerage pipeline inside sewerage duct
- c. Providing and fixing of new uPVC pipeline and jointing with existing C.I. pipeline
- d. Providing and fixing of MS ramp at different level for maintenance of pipeline



**SCHEDULE-D TO BID**

**WORKS TO BE PERFORMED BY SUBCONTRACTORS**

..... Sub-Contracting Not Allowed .....



**SCHEDULE - E TO BID**

**Proposed Methodology/ Work Program**

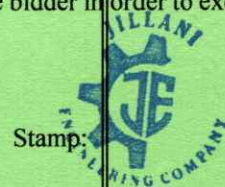
Bidder shall provide a program in a bar-chart showing the sequence of work items by which he proposes to complete the Works of the entire Contract. The program should indicate the sequence of work items and the period of time during which he proposes to complete the Works including the activities like designing, schedule of submittal of drawings, ordering and procurement of materials, manufacturing, delivering, construction of civil works, erection, testing and commissioning of Works to be supplied under the Contract. The proposed sequence of execution of various sections of the project shall be according to the given Key Performance Indicators (KPIs) as following;

Sr.	Description of Activity	Total Days	Start Date	Finish Date	Execution Scheduled Days						
					0-30	31-60	61-90	91-120	121-150	151-180	
01	Relocation and replacement of existing C.I. sewerage and drain line from Vault's beat area.	60			—————						
02	Replacement of existing C.I. sewerage pipeline inside sewerage duct of tower block	120				—————					
03	Providing and fixing of MS ramp at different level for maintenance of pipeline	60					—————				
04	Punch List works & Handing/Taking Over	30								—————	

The above Key Performance Indicators should be taken into consideration by the bidder in order to execute the works.



Signatures:



If the above KPI is not acceptable to any bidder, the bidder will prepare its own Work Program along with detailed justification for its change. Bids without above given Work Program or bidder's own proposed Work Program without justification shall not be considered responsive.

**SCHEDULE-A TO BID**

**Financial Bid/ Schedule of Prices**

**RELOCATION & REPLACEMENT OF C.I. SEWERAGE PIPES WITH UPVC PIPES AT SBP BSC HYDERABAD**

**1. PREAMBLE**

- i. The items mentioned in Bill of Quantities consist of furnishing all plants, labour, equipments, machinery appliances, materials, fittings, fixtures and fabrication, erection, installation, lifting of



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SBP BSC



materials required for completing the items/works and the work shall be done in accordance with Bill of Quantities, specifications and drawings complete in all respects.

- ii. The quantities contained in the Bill of Quantities are approximate estimated quantities and liable to be changed (increased/decreased) or omitted when the work will be actually executed. The Employer is authorized to delete any item of work or vary quantities of any item(s) of Bill of Quantities. No claim for any adjustment in the unit rate set forth in the Bill of Quantities will be made because of any increase or any decrease in the quantities indicated herein.
- iii. The prices and rates to be quoted in the Bill of Quantities are to be the full inclusive value of the works described under specified items including all cost of expenses which may be required in and for the construction of the works described and implied in all the documents referred to on which the tender is based.
- iv. Rates quoted should be inclusive of all applicable taxes, duties, levies etc.
- v. The brand names have been provided in order to establish a standard of performance and reliability. However, it does not indicate a preference for a particular brand. The bidder may propose other brands which can be accepted subject to necessary tests to establish equivalency at bidder's cost
- vi. Unit rate is to be entered against each item in the Bill of Quantities whether quantities are entered or not. Items against which no price or rate is quoted in the Bill of Quantities shall be deemed to have been covered by rates or prices quoted in the other BOQ item.
- vii. Sub-total/Total amounts shall also be referred in words.
- viii. 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, and the line total will be corrected accordingly.
- ix. Each cutting should be signed by the authorized person.

2. **BILL OF QUANTITIES:**

**Quoted Rates**

Relocation & Replacement of C.I. Sewerage Pipes with uPVC Pipes at SBP BSC Hyderabad					
Item No.	Description	Unit	BOQ Qty	M/s Jilani Engg Company	
				Rate	Amount
<b>A: Vault's Beat Area</b>					
1	Removal/Dismantling of existing C.I. pipes from Vault beat area and above, stacking the serviceable materials at designated location within the Bank premises and disposal of debris away from the Bank premises, complete in all respects as per site requirements and as directed by the Engineer In-Charge.	Rft	240	145	34,800



2	Dismantling of walls/slabs for removal of C.I. pipes from Vault beat area and above level (as mentioned in item # 1) to explore the concealed pipe, including cost of scaffolding (wherever required) and disposal of all debris away from the premises complete in all respects as per site requirements and as directed by the Engineer In-charge. Ensuring the debris removal on daily basis and maintaining the facility neat and clean.	Rft	240	220	52,800
3	Providing & laying solid blocks masonry in walls with 1:4 cement-sand mortar including curing etc., including cost of average ¾" thick 1:4 cement-sand plaster over walls including fixing of GI expanded metal lath 6" wide over all concrete-brick work joint with steel nails and washers, complete in all respects as per site requirements and as directed by the Engineer in-charge.	Sft	450	185	83,250
4	Providing and applying internal 2 coats of Plastic Emulsion paint of ICI/Berger or approved equivalent make and quality on smooth surface and external 2 coats of Weather shield paint of Kansai or approved equivalent make including the cost of leaning the surface with sand papering and carborandum stone & one coat of primer, ICI make or approved equivalent including scaffolding, tools and equipments complete in all respect as per drawing specification and instructions of the Engineer In-Charge.	Sft	600	50	30,000
5	Repairing of the opening of existing C.I. pipes with PCC (1:2:4) screed of required depth and two components epoxy of approved quality poured all around the opening & stirring to fill the gap between the opening face and outer surface, and a ring of approved quality silicone around the pipe at the bottom of RCC slab to stop any leakage of the epoxy when poured from top, complete in all respects as per site	Nos.	10	4,000	40,000



	requirement and as directed by the Engineer In-Charge.				
6	Making of holes in the RCC wall/ slab etc. with the help of core cutter and repairing the same up to full depth after fixing of the pipes with two components epoxy of approved quality poured all around the pipe & stirring to fill the gap between the RCC face and the pipe outer surface, including 3" wide x 3/16" thick" size ring of epoxy all around the pipe at slab top, and a ring of approved quality silicone around the pipe at the bottom of RCC slab to stop any leakage of the epoxy when poured from top, ensuring under floors safety by placing mats/wooden planks etc. to avoid any damages to human life and materials..				
	a) for 6" dia. uPVC Pipe	Nos.	4	3,500	14,000
	b) for 4" dia. uPVC Pipe	Nos.	6	3,500	21,000
7	Providing, laying as per required slopes and levels and jointing of uPVC Schedule-40 pipe of Pak Arab, Steelex or other approved equivalent make conforming to ASTM D-1785, including the cost of cutting where required, using solvent cements conforming to ASTM-D2564 for jointing, steel hooks/ clamps, uPVC specials of Schedule-40 conforming to ASTM-D2466 etc, scaffolding where required, complete in all respects as per site requirements and as directed by the Engineer In-Charge.				
	a) for 6" dia. uPVC Pipe	Rft	120	2,000	240,000
	b) for 4" dia. uPVC Pipe	Rft	120	1,900	228,000
					<b>743,850</b>
<b>B: Sewerage Duct</b>					
8	Removal/Dismantling of existing C.I. pipe network inside sewerage duct from 8th Floor till Ground Floor (approx three toilet blocks or five toilets on each floors), re-routing or temporary plugging the routes in a manner that the operation of the floor sewerage system does not get affected,	Floors	9	60,000	540,000



	including cost of scaffolding where required, stacking the serviceable materials at designated location within the Bank premises and disposal of debris away from the Bank premises, complete in all respects as per site requirements and as directed by the Engineer In-Charge. Ensuring the debris removal on daily basis and maintaining the facility neat and clean.				
9	Repairing of the opening of existing C.I. pipes with PCC (1:2:4) of required size and depth and two components epoxy of approved quality poured all around the opening & stirring to fill the gap between the opening face and outer surface, and a ring of approved quality silicone around the pipe at the bottom of RCC slab to stop any leakage of the epoxy when poured from top..	Nos.	12	800	9,600
10	Removal of loose plaster and re-plastering the surface by providing mixing and applying about 1/2" thick average 1:4 ratio cement sand plaster mixed with approved quality latex based bonding agent (SBR) @ 3 liter per bag of cement or as recommended by the manufacturer, and making it even with existing surface including cost of material, labor, scaffolding, curing etc., ..	Sft	1,200	40	48,000
11	Making of holes in the RCC wall/ slab etc. of required size with the help of core cutter and repairing the same up to full depth after fixing of the pipes with two components epoxy of approved quality poured all around the pipe & stirring to fill the gap between the RCC face and the pipe outer surface, including 3" wide x 3/16" thick" size ring of epoxy all around the pipe at slab top, and a ring of approved quality silicone around the pipe at the bottom of RCC slab to stop any leakage of the epoxy when poured from top, ensuring under floors safety by placing mats/wooden planks etc. to avoid any damages to human life and materials, complete in all respects as per site	Nos.	8	1,000	8,000



	requirement and as directed by the Engineer In-Charge.				
12	Providing, laying as per required slopes and levels and jointing of uPVC Schedule-40 pipe of Pak Arab, Steelex, or other approved equivalent make conforming to ASTM D-1785, including the cost of cutting where required, using solvent cements conforming to ASTM-D2564 for jointing with existing C.I. pipe, steel hooks/ clamps, uPVC specials of Schedule-40 conforming to ASTM-D2466, rings etc., including cost of scaffolding where required and making and repairing opening for uPVC pipe beside manhole; complete in all respects as per site requirements and as directed by the Engineer In-Charge.				
	a) for 6" dia. uPVC Pipe	Rft	90	2,650	238,500
	b) for 4" dia. uPVC Pipe	Rft	690	2,600	1,794,000
13	Providing and applying internal two (02) coats of plastic emulsion make Kansai, ICI, Berger or approved equivalent, quality on smooth surface including the cost of leaning the surface with sand papering and carborandum stone & one coat of primer and oil paint, including scaffolding, tools and equipments..	Sft	3,500	50	175,000
14	Providing, fabricating and fixing in position MS Walkway of approx 2'-0" x 12'-0" size, comprising of 3mm thick MS chequered plate and 1"x1"x3/16" size MS angle iron framing provided at periphery and also @ 2ft c/c both ways under the MS chequered plate, vertical supports made from the same angle iron section provided @ 2ft c/c at periphery and also at same spacing both ways under the MS chequered plate, closing of sides of the ramp with same MS chequered plate, providing & fixing of ½" wide 1/8" thick MS flat strips welded over the top surface of the ramp in	Job	2	550,000	1,100,000



	horizontal direction @ about 3" c/c, painting of entire surface on all sides with one coat of approved quality red oxide and at least two coats of approved quality enamel paint..				
15	Providing, mixing, laying, vibrating & curing average 3" thick layer of cement concrete 1:2:4 in floors, etc. according to proper levels & slopes, including cost of repairing and setting manhole support angle, complete in all respects as per site requirements and as directed by the Engineer In-charge.	Sft	120	220	26,400
					3,939,500
					4,683,350

Total Amount Rs. (In words):

..... Four Million Six Hundred Eighty Three Thousand  
Three Hundred and Fifty Rupees Only /-

**Undertaking by the Bidder:**

I Ghulam Hyder Sule had visited the site and have fully understood the scope of work & specifications. The above rates are inclusive of all labour charges, Tool & Plants, applicable taxes/ duties, overheads, safety equipment's / PPEs / measures etc. I/ we have sufficient resources to carry out above works. All the above Terms & Conditions are acceptable to us. We are not blacklisted by the Bank or any other organization.

**Date: Contractor's Signature & Seal**



**EVALUATION REPORT**  
**(As Per Rule 35 of PP Rules, 2004)**

1. Name of Procuring Agency:	State Bank of Pakistan, SBP BSC (Bank), Hyderabad
2. Method of Procurement:	Rule 36(b) of PPRA Rules
3. Title of Procurement:	<b>Replacement of existing C.I. Sewerage Pipes with uPVC Pipes in Vault's Beat Area &amp; Sewerage duct of Tower Block at SBP BSC Hyderabad</b>
4. Tender Inquiry No:	ED/040779/KP-Misc-2023
5. PPRA Ref: No. (TSE):	TS5164494E
6. Date & Time of Bid Closing:	22-August-2023 at 3:00 PM
7. Date & Time of Bid Opening:	22-August-2023 at 3:30 PM
8. No. of Bids Received:	02 (Two)
9. Criteria for Bid Evaluation:	Compliance Based
10. Detail of Bids Evaluation:	

Name of Bidder	Technical Evaluation	Financial Evaluation	Acceptance as per Rule 35 of PP Rules, 2004
1) M/s Jillani Engineering Company	Compliant / Qualified	Rs. 4,683,350/-	Responsive & Most Advantageous Bid
2) M/s Fahad Construction Company	Non-Compliant / Disqualified	--	Non-compliant to BEC # 04

**Most Advantageous Bidder:** M/s Jillani Engineering Company

11. Any other additional/ supporting information, the procuring agency may like to share. No

Signature: \_\_\_\_\_

Official Stamp: \_\_\_\_\_

**ADIL ZAHOR KHOKHAR**  
Assistant Chief Manager  
State Bank of Pakistan  
SBP BSC Hyderabad



**TECHNICAL BID EVALUATION CRITERIA****1. Qualification Criteria****1.1. General**

Qualification will be based on all the criteria given in succeeding para. Employer reserves the right to waive minor deviations, if these don't materially affect the capability of an applicant to perform the contract. Joint Venture or consortium is not allowed. The Employer reserves the right to seek further information and / or verify the information furnished by the applicants. In this regard, Employer reserve the right to have site visit to verify the previous installation /work experience etc. The Employer may reject any application for any misrepresentation knowingly made by any applicant in, or pursuant to, their application or for any statement furnished in connection therewith, and intended to be relied upon by the Employer, which is incorrect in any respect.

**1.2. Parameters of Bid Evaluation & Qualification**

SNO.	Description	Annexure / Page No. of attached Document
1.	Bid is un-conditional, conditional bids shall be rejected.	
2.	Duly filled and signed Form of Bid.	
3.	Bid Security as required in clause IB-13	
4.	Bidder must be registered with FBR in Income Tax and General Sales Tax and must active taxpayer as per Federal Board of Revenue (FBR's) revenue Data base i-e Active Tax Payer List.	
5.	Bidder shall be held non-responsive if Bidder's name is found in Schedule-IV ( <a href="https://nacta.gov.pk/proscribed-persons-2/">https://nacta.gov.pk/proscribed-persons-2/</a> ) and list of organizations / Splinter Outfits <a href="https://nacta.gov.pk/proscribed-organizations/">https://nacta.gov.pk/proscribed-organizations/</a> notified by National Counter Terrorism Authority NACTA Pakistan	
6.	For works worth Rs.50M or above, the bidder shall provide Beneficial Ownership information on the prescribed Form.	
7.	<ul style="list-style-type: none"> <li>i. Name of Company</li> <li>ii. Company Legal Status: (Tick Anyone and provide relevant documents) <ul style="list-style-type: none"> <li>1. In case of Individual / Sole Proprietor <ul style="list-style-type: none"> <li>a) Copy of CNIC</li> <li>b) Affidavit that firm is individual / Sole proprietor</li> </ul> </li> <li>2. In case of Associated of Persons (AOP) <ul style="list-style-type: none"> <li>a) Partnership Deed</li> <li>b) No. of Partners along with CNIC</li> </ul> </li> <li>3. In case of (Pvt.) limited <ul style="list-style-type: none"> <li>a) Copy of Article of Association / Memorandum</li> <li>b) Form 29, Form A and Nos of Directors along with copy of CNIC</li> </ul> </li> </ul> </li> <li>iii. Contact details, <ul style="list-style-type: none"> <li>a) Telephone, Mobile No., Fax numbers (if any), email address (if any)</li> <li>b) Postal Address</li> </ul> </li> </ul>	
8.	Affidavit on non-judicial stamp paper of <b>not being blacklisted</b> , declared in-eligible or debarred by any organization / department for corrupt or fraudulent practices, or no failure to perform with SBP BSC in past.	



9.	Bidder shall also provide the satisfactory performance certificates issued by the Bank (SBP BSC). If timely completion of project as per work program and cost is not achieved in any of the previous Contracts executed by the bidder to the Bank (SBP BSC) in the last three years, the bidder shall be held non-responsive.	
10.	The Bidder should also be registered with relevant / concerned Revenue Authority. If not registered, the 100% tax shall be deducted at source as per applicable law and credited to relevant account.	
11.	Valid registration with Pakistan Engineering Council at least in Category C6] or above with specialization category CE-09.	
12.	Minimum two (2) works (construction/repair/ renovation/ maintenance) of cost 3.0 Million or more each, executed during last 5 (five) years (Work order/ completion certificates to be attached).	
13.	Minimum available Liquid assets of 1.0 Million (Bank statement of three months produced between date of publication of tender notice and bid submission date be submitted as evidence showing required balance at any one instant in the statement of last three months)	
14.	Acceptance of the Proposed Work Program as given in Schedule-E to Bid or submission of Work Program proposed by the bidder with overall project duration as mentioned in the contract data.	