


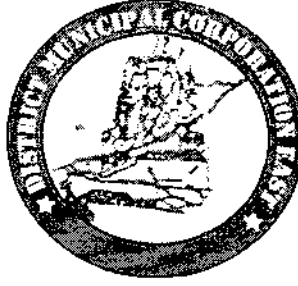
DISTRICT MUNICIPAL CORPORATION EAST KARACHI

BIDDING DATA

a).	Name of Procuring Agency	District Municipal Corporation (East).
b).	Brief Description of Works	Repair / Maintenance of Major Zia-ud-Din Park Block No.05, Gulshan-e-Iqbal Zone, D.M.C. (East) as per BOQ.
c).	Procuring Agency's Address	Main Building of D.M.C. (East) near KDA Police Station Block-14, Scheme-24, University Road Karachi.
d).	PC Cost:	Rs: 9,98,041/-
e).	Amount of Bid Security:	Rs: 19,961/-
	Fill in lump sum amount or in %age of bid amount / Estimated Cost, but not exceeding 5%	
f).	Period of Bid Validity (Days)	<u>45 Days.</u>
g).	Security Deposit: - (Including bid security)	10%
	(in %age of bid amount / estimated cost equal to 10%)	
h).	Percentage, if any, to be deducted from Bills:	6.5% Income Tax.
i).	Deadline for submission of Bids along with time:	25-09-2014 (2:00 P.M.)
j).	Venue, Time and Date of Bid Opening	Committee Room District Municipal Corporation (East), Karachi near KDA Police Station Block-14, Scheme-24, University Road Karachi. Time: 2:30 P.M. Date: 25-09-2014.
k).	Time for completion from written order of commence	02 months.
l).	Liquidity damages _____ delay, but total not exceeding 10%	(0.05 of Estimated Cost or Bid Cost per day of
m).	Deposit Receipt No: Date: Amount	


Deputy Director (Parks)
Gulshan-e-Iqbal Zone
D.M.C. (East)

DISTRICT MUNICIPAL CORPORATION EAST KARACHI



Tender Reference No. 01.

VOLUME-II: BILL OF QUANTITIES (SINGLE STAGE ONE ENVELOPE METHOD)

REPAIR / MAINTENANCE OF MAJOR ZIA-UD-DIN PARK BLOCK NO.05,
GULSHAN-E-IQBAL ZONE, D.M.C. (EAST).

PC Cost: Rs: 9,98,041/-
Bid Security: - As per NIT
Tender Cost: - Rs: 2,000/-

NOTE:

- 1- This Document contains 01 Page excluding this page.
- 2- The Standard Terms & Condition of Bidding Documents (Volume-I) are available in the Office & Website of D.M.C. (East).


DEPUTY DIRECTOR (PARKS)
GULSHAN-E-IQBAL ZONE, DMC (EAST)

Signature and Stamp of Issuing Authority.

DISTRICT MUNICIPAL CORPORATION EAST KARACHI

BILL OF QUANTITIES.

SUBJECT: REPAIR / MAINTENANCE OF MAJOR ZIA-UD-DIN PARK BLOCK NO.05,
GULSHAN-E-IQBAL ZONE, D.M.C. (EAST).

Description and Rate of Items based on Market (offered rates).

S. #	Description of Work	Quantity	Rate	Unit	Amount
01	Supplying, Live Dacca Grass in Slabs.	15637 Sft	Open Rate	P/Sft	
02	Dribbling and watering and vedding and watering up to green fit for moving including cutting of grass.	46910 Sft	Open Rate	P/Sft	
03	S/S and filling yellow Murum from approved queries including watering and consolidation with roller as required.	6827 Cft	Open Rate	P/Cft	
04	Supplying, Stacking and Spreading well decayed Cow Dung Manure from approved sources on the prepared bed mixing the same breaking clods fine dressing for grassing removal / disposal of rubbish from site within three chain.	11692 Cft	Open Rate	P/Cft	

Summary of Bill of Quantities

I / We hereby quoted as follows:

Item Based on Open Rate	Rs: _____
GRAND TOTAL	

The total amount is Rs: _____ (Rupees _____)
for the complete job for all Open Rate.

Time Limit 02 Months

Penalty per Day: Rs. 2,000/- (10% of Sanctioned Cost)

Validity 90 + 30 Days as per SPP Rules 2010

NOTE:

- Tender must be quoted in figure & in word both otherwise liable to be cancelled.
- All over writing & correction if any must be initialed & stamped by the bidder.
- We / I read the standard Bidding Documents (Volume-I) available in the Office & Website of D.M.C. (East) and agreed to abide all of them and also provide all these documents with our signatures as & when directed.

Checked by:


Address:

Contractor's Signature


A.E.E.

Sub-Engineer


DEPUTY DIRECTOR (PARKS)
GULSHAN-E-IQBAL ZONE, DMC (EAST)


DIRECTOR (PARKS)
D.M.C. (EAST)


SUPERINTENDING ENGINEER
D.M.C. (EAST)

DISTRICT MUNICIPAL CORPORATION (EAST), KARACHI



**STANDARD TERMS AND CONDITION OF
BIDDING DOCUMENTS
(VOLUME-I)
(As per PEC & SPPRA Guidelines / Directives)**

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INVITATION FOR BIDS

**(Attached at Annexure “A”) issued
With the BOQ
(Price Schedule)**

**INSTRUCTIONS
TO
BIDDERS**

INSTRUCTIONS TO BIDDERS

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

A. GENERAL

IB.1 Scope of Bid

- 1.1 Procuring agency as defined in the bidding data hereinafter called "the D.M.C. (East)" wishes to receive bids for the works as described in these bidding documents, and summarized in the bidding data hereinafter referred to as the "Works".
- 1.2 The successful bidder will be expected to complete the works within the time specified in Volume-1 of BOQ.

IB.2 Source of Funds

- 2.1 D.M.C. (East) allocated funds from own source(s) indicated in the bidding data in various currencies towards the cost of the project /scheme specified in the bidding data, and it is intended that part of the proceeds of this funds will be applied to eligible payments under the contract for which these bidding documents are issued.

IB.3 Eligibility / Qualification Criteria for Bidders

- 3.1 This Invitation for Bids is open to all interested bidders who are eligible under provisions of Sindh Public Procurement Rules as mentioned below and the criteria given in the Notice Inviting Tender (NIT)/ Bidding Document containing the following Eligibility Criteria.

Registered with Pakistan Engineering Council in particular category and discipline further the works costing up to Rs. 2.5 million or less shall not require any registration with Pakistan Engineering Council (where applicable) and for Electrical works the electric license issued by the Electrical Inspector Sindh is mandatory for electrical works (where applicable).

Registered with relevant tax authorities (income/sales tax) & others Tax authorities (where applicable).

Financial statement of last 3 years;

Turn over and experience at least last 3 years in the relevant field.

A firm is not blacklisted / debarred by any procuring agencies otherwise the D.M.C. (East) will disqualify the firm subject to Rule 30 of Sindh Public Procurement Rules 2010.

Any other factor deemed to be relevant by the D.M.C. (East) subject to the provision of Rule-44.

Each bid shall comprise one single envelop containing the financial proposal and required information as mentioned in bidding documents.

All the received bids shall be opened and evaluated in the minor prescribed in the notice inviting tenders or bidding documents.

1B.4 One Bid per Bidder

- 4.1 Each bidder shall submit only one bid either by himself, or as a partner in a joint venture. A bidder who submits or participates in more than one bid (other than alternatives pursuant as per SPPRA Rules.

1B.5 Cost of Bidding

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

1B.6 Site Visit

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

B BIDDING DOCUMENTS

11.7 Contents of Bidding Documents (SSP RULE 21)

- 7.1 The bidding documents, in addition to invitation for bids, are those stated below and should be read in conjunction with any addenda issued in accordance with Rules.
- Instructions to Bidders.
 - Bidding Data.
 - General Conditions of Contract, (GCC).
- 7.2 The bidders are expected to examine carefully the contents of all the above documents. Failure to comply with the requirements of bid submission will be at the bidder own risk. The bids which are not substantially responsive to the requirements of the BD will be rejected.

1B.8 Clarification of Bidding Documents (SSP RULE 23(1)).

Any interested bidder requiring any clarification(s) in respect of the bidding documents may notify the D.M.C. (East) in writing at the D.M.C. (East) address indicated in the Invitation for Bids/NIT. D.M.C. (East) will respond to any request for clarification provided they are received at least five calendar days prior to the date of opening of bid.

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

1B.9 Addendum/Modification of Bidding Documents:

- 9.1 At any time prior to the deadline for submission of bids, the D.M.C. (East) may, for any reason, whether at his own initiative or in response to a clarification requested by a interested bidder, modify the bidding documents by issuing addendum.
- 9.2 Any addendum thus issued shall be part of the bidding documents hereof and shall be communicated in writing to all bidders. Interested bidders shall acknowledge receipt of each addendum in writing to the procuring agency.
- 9.3 To afford bidders reasonable time in which to take an addendum into account in preparing their bids, the procuring agency may extend the deadline for submission of bids.

C. PREPARATION OF BIDS

1B.10 Language of Bid

The bid prepared by the bidder and all correspondence and documents relating to the Bid, exchanged by the bidder and the Employer shall be written in the English language.

1B.11 Documents Accompanying the Bid

1.1.1 Each bidder shall:

- (a) submit a written authorization on the letterhead of the bidding firm, authorizing the signatory of the bid to act for and on behalf of the bidder;
- (b) update the information indicated and listed in the bidding data and previously submitted with the application, and continue to meet the minimum criteria set out in the documents, which as a minimum, would include the following :
 - (i) Evidence of access to financial resources along with average annual construction turnover;
 - (ii) Financial predictions for the current year and the following two years, including the effect of known commitments;
 - (iii) Current litigation information; and

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

- (a) one of the joint venture partners shall be nominated as being in charge; and this authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the joint venture partners;
- (b) the bid, and in case of a successful bid, the Form of Contract Agreement shall be signed by the authorized partner so as to be legally binding on all partners;
- (c) the partner-in-charge shall always be duly authorized to deal with the D.M.C. (East) regarding all matters related with and/or incidental to the execution of works as per the terms and Conditions of Contract and in this regard to incur any and all liabilities, receive instructions, give binding undertakings and receive payments on behalf of the joint venture;

- (d) all partners of the joint venture shall at all times and under all circumstances be liable jointly and severally for the execution of the contract in accordance with the contract terms and a statement to this effect shall be included in the authorization mentioned under Sub-Para (a) above as well as in the Form of Bid and in the Form of Contract Agreement (in case of a successful bid);
 - (e) a copy of the agreement entered into by the joint venture partners shall be submitted with the bid stating the conditions under which it will function, its period of duration, the persons authorized to represent and obligate it and which persons will be directly responsible for due performance of the contract and can give valid receipts on behalf of the joint venture, the proportionate participation of the several firms forming the joint venture, and any other information necessary to permit a full appraisal of its functioning. No amendments / modifications whatsoever in the joint venture agreement shall be agreed to between the joint venture partners without prior written consent of the D.M.C. (East).
 - (f) submission of an alternative Letter of Intent to execute a Joint Venture Agreement shall be mandatory.
- 11.3 Bidders shall also submit proposals of work methods and schedule, in sufficient detail to demonstrate the adequacy of the bidders proposals to meet the technical specifications and the completion time.

IB.12 Bid Prices

- 12.1 Unless stated otherwise in the bidding documents, the contract shall be for the whole of the works hereof, based on the unit rates or prices submitted by the bidder or percentage quoted above or below on the rates of Composite Schedule of Rates (CSR), as the case may be.
- 12.2 The bidders shall fill in rates and prices for all items of the works described in the Bill of Quantities. Items against which no rate or price is entered by a bidder will not be paid for by the procuring agency when executed and shall be deemed to be covered by rates and prices for other items in the Bill of Quantities. In case of Composite Schedule of Rates, if the bidder fails to mention the percentage above or below, it shall be deemed to be at par with the rates of Composite Schedule of Rates.
- 12.3 The bid price submitted by the contractor shall include all rates and prices including the taxes. All duties, taxes and other levies payable by the contractor under the contract, or for any other cause during the currency of the execution of the work or otherwise specified in the contract as on the date seven days prior to the deadline for submission of bids.
Additional / reduced duties, taxes and levies due to subsequent additions or changes in legislation shall be reimbursed / deducted Terms & Conditions of Contract.

IB.13 Currencies of Bid and Payment

- 13.1 The unit rates and the prices shall be quoted by the bidder entirely in Pak rupees.

IB.14 Bid Validity

Bids shall remain valid for the period stipulated in the bidding data & BOQ from the date of opening of bid specified.

In exceptional circumstances, prior to expiry of the original, the D.M.C. (East) may request the bidders to extend the period of validity for a specified additional period, which shall not be for more than one third of the original period of bid validity. The request and the responses thereto, shall be made in writing. A bidder may refuse the request without the forfeiture of the bid security. In case, a bidder agreed to the request, shall not be required or permitted to modify the bid, but will be required to extend the validity of the bid security for the period of the extension, and in all respects.

1B.15 Bid Security

Each bidder shall furnish, as part of the bid, a bid security in the amount stipulated in the bidding data in Pak Rupees.

The bid security shall be at the option of the bidder, in the form of deposit at call, Pay order issued by any Scheduled Bank in Pakistan in favour of the D.M.C. (East), which should commensurate with the bid validity period.

Any bid not accompanied by an acceptable bid security shall be rejected by the procuring agency as non-responsive.

Bid security shall be released to the unsuccessful bidders once the contract has been signed with the successful bidder or the validity period has expired.

The bid security may be forfeited:
if the bidder withdraws his bid.

if the bidder does not accept the correction of his bid price.

1B.16 Pre-Bid Meeting

D.M.C. (East) may, on his own motion or at the request of any bidder, hold a pre-bid meeting to clarify issues and to answer any questions on matters related to the bidding documents. The date, time and venue of pre-bid meeting, if convened, shall be communicated to all bidders. All bidders or their authorized representatives shall be invited to attend such a pre-bid meeting at their own expense.

The bidders are requested to submit questions, if any, in writing so as to reach the D.M.C. (East) not later than seven (7) days before the proposed pre-bid meeting.

Minutes of the pre-bid meeting, including the text of the questions raised and the replies given, will be transmitted without delay to all bidders. Any modification of the bidding documents which may become necessary as a result of the pre-bid meeting shall be made by the procuring agency exclusively through the issue of an Addendum and not through the minutes of the pre-bid meeting.

Absence at the pre-bid meeting will not be a cause for disqualification of a bidder.

1E.17 Format and Signing of Bid

Bidders are particularly directed that the amount entered on the Form of Bid shall be for performing the contract strictly in accordance with the bidding documents.

All appendices to bid are to be properly completed and signed.

Alteration is not to be made neither in the form of bid nor in the Appendices thereto except in filling up the blanks as directed. If any such alterations be made or if these instructions be not fully complied with, the bid may be rejected.

Each bidder shall prepare by filling out the forms without alterations and shall provide an original copy.

The original bid shall be typed or written in indelible ink and shall be signed by a person(s) duly authorized to sign on behalf of the bidder. All pages of the bid shall be initialed and stamped by the person(s) signing the bid.

The bid shall contain no alterations, omissions or additions, except to comply with instructions issued by the D.M.C. (East), or as are necessary to correct errors made by the bidder. Such corrections shall be initialed by the person(s) signing the bid.

Bidders shall indicate in the space provided in the Form of Bid their full and proper postal addresses at which notices may be legally served on them and to which all correspondence in connection with their bids and the contract is to be sent.

Bidders should retain a copy of the bidding documents as their file copy.

D. SUBMISSION OF BIDS

IB.18 Sealing and Marking of Bids

be addressed to the D.M.C. (East) at the address provided in the bidding data;

bear the name and identification number of the contract as defined in the bidding data; and provide a warning not to open before the time and date for bid opening, as specified in the bidding data.

In addition to the identification, the envelope shall indicate the name and postal address of the bidder to enable the bid to be returned unopened in case it is declared "late".

If the envelope is not sealed and marked as above, the D.M.C. (East) will assume no responsibility for the misplacement or premature opening of the Bid.

IB.19 Deadline for Submission of Bids

- (a) Bids must be received by the D.M.C. (East) at the address specified not later than the time and date stipulated in the bidding data,

Bids with charges payable will not be accepted, nor will arrangements be undertaken to collect the bids from any delivery point other than that specified above. Bidders shall bear all expenses incurred in the preparation and delivery of bids. No claims shall be entertained for refund of such expenses,

Where delivery of a bid is by mail and the bidder wishes to receive an acknowledgment of receipt of such bid, he shall make a request for such acknowledgment in a separate letter attached to but not included in the sealed bid package,

Upon request, acknowledgment of receipt of bids will be provided to those making delivery in person or by messenger.

The D.M.C. (East) may, at its discretion, extend the deadline for submission of bids by issuing an amendment in accordance with Rules in such case, all rights and obligations of the D.M.C. (East) and the bidders shall remain the same as mentioned in the original deadline.

1B.20 Late Bids

any bid received by the D.M.C. (East) after the deadline for submission of bids shall be returned unopened to such bidder.

delays in the mail, person in transit, or delivery of a bid to the wrong office shall not be accepted as an excuse for failure to deliver a bid at the proper place and time. It shall be the bidders responsibility to submit the bid in time.

1B.21 Modification, Substitution and Withdrawal of Bids

Any bidder may modify, substitute or withdraw his bid after bid submission provided that the modification, substitution or written notice of withdrawal is received by the D.M.C. (East) prior to the deadline for submission of bids.

The modification, substitution, or notice for withdrawal of any bid shall be prepared, sealed, marked and delivered in accordance with the outer and inner envelopes additionally marked "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL" as appropriate. No bid may be modified by a bidder after the deadline for submission of bids. Withdrawal of a bid during the interval between the deadlines for submission of bids and the expiration of the period of bid validity specified in the Form of Bid may result in forfeiture of the bid security.

F. BID OPENING.

1B.22 Bid Opening

D.M.C. (East) will open the bids, including withdrawals, substitution & modifications made in the presence of bidders representatives who choose to attend, at the time, date and location stipulated in the bidding data. The bidders or their representatives who are in attendance shall sign an attendance sheet. Envelopes marked "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL" shall be opened and read out first. Bids for which an acceptable notice of withdrawal has been submitted shall not be opened.

D.M.C. (East) will read aloud the name of the bidder, total bid price and price of any Alternate Proposal(s), if any, discounts, bid modifications, substitution and withdrawals, the presence or absence of bid security, and such other details as the D.M.C. (East) may consider appropriate, and total amount of each bid, and of any alternative bids if they have been requested or permitted, shall be read aloud and recorded when opened.

D.M.C. (East) shall prepare minutes of the bid opening, including the information disclosed to those present in accordance with the Rules.

1B.23 Process to be Confidential. (SPP Rule 53)

Information relating to the examination, clarification, evaluation and comparison of bid and recommendations for the award of a contract shall not be disclosed to bidders or any other person not officially concerned with such process before the announcement of bid evaluation report in accordance with the requirements of Rule 45, which states that D.M.C. (East) shall announce the results of bid evaluation in the form of a report giving reasons for acceptance or rejection of bids. The report shall be hoisted on website of authority and that of D.M.C. (East) if it website exists and intimated to all bidders at least seven (7) days prior to the award of contract. The announcement to all bidders will include table(s) comprising read out prices, discounted prices, price adjustments made, final evaluated prices & recommendations against all the bids evaluated. Any effort by a bidder to influence the D.M.C. (East) processing of bids or award decisions may result in the rejection of such bidders bid. Whereas, any bidder feeling aggrieved, may lodge a written complaint as per Rule 31; however mere fact of lodging a complaint shall not warrant suspension of the procurement process.

IB.24 Clarification of Bid (SPP Rule 43)

To assist in the examination, evaluation and comparison of bids, the D.M.C. (East) may, at its discretion, ask any bidder for clarification of the bid, including breakdowns of unit rates. The request for clarification and the response shall be in writing but no change in the price or substance of the bid shall be sought, offered or permitted except as required to confirm the correction of arithmetic errors discovered by the D.M.C. (East) in the evaluation of the bids.

IB.25 Examination of Bids and Determination of Responsiveness

- 25.1 Prior to the detailed evaluation of bids, the D.M.C. (East) will determine whether the bidder fulfills all codal requirements of eligibility criteria given in the tender notice such as registration with tax authorities, registration with PEC (where applicable), turnover statement, experience statement, and any other condition mentioned in the NIT and bidding document. If the bidder does not fulfill any of these conditions, it shall not be evaluated further.
- 25.2 Once found to be fulfilling the eligibility criteria, the bids of eligible bidders will be evaluated for responsiveness as per specification and criteria given in the bidding documents. The evaluations may be carried out as per bidding procedures,

Minor Deviations

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

If a bid is not substantially responsive, it will be rejected by the D.M.C. (East), and may not subsequently be made responsive by correction or withdrawal of the non-conforming deviation or reservation.

IB.26 Evaluation Criteria and Procedure.

All bids shall be evaluated in accordance with the evaluation criteria and other terms and conditions set forth in the NIT and the Bidding documents. Tender / Bid with any condition or where the conditions mentioned in the NIT and the bidding documents have been allured or omitted will not be entertained, and will be declared non-responsive and shall stand rejected.

Purpose of bid evaluation is to determine the cost of each responsive qualified bid in a manner that permits a comparison on the basis their evaluation cost.

IB.27 Correction of Errors before Financial Evaluation

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

- (c) where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern, unless in the opinion of the D.M.C. (East) there is an obviously gross misplacement of the decimal point in the unit rate, in which case the line item total as quoted will govern and the unit rate will be corrected.
- (d) Where there is a discrepancy between the extended amount entered against an item in the bill of quantities and the amount obtained by multiplying the unit rate and the quantity, then the latter amount shall prevail and the extended amount entered in the bill of quantities shall be amended accordingly.
- (e) If discrepancy is the misplacement of a decimal place in the unit rate, the unit rate shall be amended and the extended amount entered as aforesaid shall be taken as correct.
- (f) If there is a discrepancy in a total corresponding to the addition or subtraction of subtotal, the subtotal shall prevail and the total shall be corrected and
- (g) Bidders shall be notified in writing of any arithmetic corrections made and requested to agree to the corrections in writing.

The amount stated in the Form of Bid will be adjusted by the D.M.C. (East) in accordance with the above procedure for the correction of errors and with the concurrence of the bidders. The amount thus corrected shall be considered as binding upon the bidder. If the bidder does not accept the corrected bid price, his bid will be rejected, and the bid security shall be forfeited.

113.28 Financial Evaluation and Comparison of Bids

The D.M.C. (East) will evaluate and compare only the Bids determined to be substantially responsive in accordance with the Rules.

If the bid of the successful bidder is seriously unbalanced in relation to the D.M.C. (East) estimate of the cost of work to be performed under the contract, the D.M.C. (East) may require the bidder to produce detailed price analyses for any or all items of the Bill of Quantities to demonstrate the internal consistency of those prices with the construction methods and schedule proposed.

Bidders may be excluded if involved in **"Corrupt and Fraudulent Practices"** means either one or any combination of the practices given below SPP Rule2(q);

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

"Collusive Practice" means any arrangement between two or more parties to the procurement process or contract execution, designed to achieve with or without the knowledge of the D.M.C. (East) to establish prices at artificial, noncompetitive levels for any wrongful gain;

"Corrupt Practice" means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful gain;

"Fraudulent Practice" means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;

"Obstructive Practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract or deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements before investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or acts intended to materially impede the exercise of inspection and audit rights provided for under the Rules.

28.1 Evaluation Report (SPP Rule 45)

After the completion of evaluation process, the D.M.C. (East) shall announce the results of bid evaluation in the form of report (available on the website of the authority) giving reasons for acceptance and rejection of bid. The report shall be hoisted on website of the authority and that of D.M.C. (East) website and intimated to all bidders at least seven (7) days prior to the award of contract.

F. AWARD OF CONTRACT

1B.29 Award (SPP Rule 49)

The D.M.C. (East) shall award the contract to the bidder whose bid has been determined to be substantially responsive to the bidding documents, and who has offered the lowest evaluated bid, but not necessarily the lowest submitted price, within the original or extended period of bid validity. Provided that such bidder has been determined to be eligible in accordance with the provisions.

D.M.C. (East), at any stage of the bid evaluation, having credible reasons for or having *prima facie* evidence of any deficiency(ies) in contractors capacities, may require the contractor to provide information concerning their professional, technical, financial, legal or managerial competence for the said project.

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

1B.30 D.M.C. (East) Right to reject all Bids or the Bidding Process (SPP Rule 25)

(1) A D.M.C. (East) reserves may cancel the bidding process at any time prior to the acceptance of a bid or proposal; (2) The D.M.C. (East) shall incur no liability towards bidders solely by virtue of its invoking sub-rule (1); (3) Intimation of the cancellation of bidding process shall be given promptly to all bidders and bid security shall be returned along with such intimation; (4) The D.M.C. (East) shall, upon request by any of the bidders, communicate to such bidder, grounds for cancellation of the bidding process, but is not required to justify such grounds.

1B.31. Notification/Publication of the Award of Contract (SPP Rule 25).

Prior to expiry of the period of bid validity, including extension, prescribed by the D.M.C. (East), the D.M.C. (East) shall notify the successful bidder in writing ("Letter of Acceptance") that his bid has been accepted. This letter shall mention the sum which the D.M.C. (East) will pay to the contractor in consideration of the execution and completion of the works by the contractor as prescribed by the contract (hereinafter and in the conditions of contract called the "Contract Price").

- 31.1 No negotiation with the bidder having evaluated as lowest responsive or any other bidder shall be permitted, however, D.M.C. (East) may hold meetings to clarify any item in the bid evaluation report.
- 31.2 The notification of award and its acceptance by the bidder will constitute the formation of the contract, binding the procuring agency and the bidder till signing of the formal Contract Agreement.
- 31.3 Upon signing of the contract, the D.M.C. (East) will promptly notify the name of the successful bidder to all bidders and return their bid securities accordingly.
- 31.4 Within seven days of the award of contract, D.M.C. (East) shall publish on the website of the Authority and on its own website, the results of the bidding process, identify the bid through procurement identifying numbers, and the following information:
- (1) Evaluation Report;
 - (2) Form of Contract and letter of Award;
 - (3) Bill of Quantities or Schedule of Requirement.

1B32 Debriefing (SPP Rule 51).

- (a) A bidder may ask the D.M.C. (East) for reasons for non acceptance of his bid and may request for a debriefing meeting and D.M.C. (East) shall give him the reasons for such non acceptance, either in writing or by holding a debriefing meeting with such a bidder.
- (b) The requesting bidder shall bear all the costs of attending such a debriefing.

1B.33 Signing of Contract Agreement (SPP Rule 39)

- 33.1 Within 14 days from the date of furnishing of acceptance letter, the procuring agency will send the successful bidder the Contract Agreement in the form provided in the bidding documents, incorporating all agreements between the parties.
- 33.2 The formal Agreement between the D.M.C. (East) and the successful bidder shall be executed within 14 days of the receipt of the Contract Agreement by the successful bidder from the D.M.C. (East).
- 33.3 A procurement contract shall come into force when the D.M.C. (East) requires signs contract, the date on which the signatures of both the D.M.C. (East) and the successful bidder are affixed to the written contract. Such affixing of signatures shall take place within the time prescribed in the bidding documents.

Provided that the D.M.C. (East) may reduce the maximum time limit for signing of contract, as and when required, and shall be mentioned in the bidding documents.

33.4 Stamp Duty.

The formal Agreement between the D.M.C. (East) and the successful bidder shall be duly stamped at rate of 0.30% of bid price (updated from time to time) stated in Letter of Acceptance

1B.34 General Performance of the Bidders

D.M.C. (East) may in case of consistent poor performance of the contractor and his failure to remedy the underperforming contract may take such action as may be deemed appropriate under the circumstances of the case including the rescinding the contract and/or black listing of such contractor and debarring him from participation in future bidding process.

IB 35 Integrity Pact (SPP Rule 89)

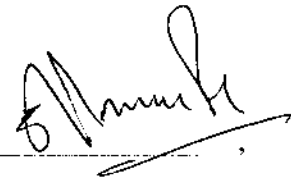
The bidder shall sign and stamp the Integrity Pact to the bidding documents for all procurement contracts exceeding Rupees ten million. Failure to provide such Integrity Pact shall make the bidder non-responsive.

IB 36 Arbitration (SPP Rule 34)

Any dispute that is not amicably resolved shall be finally settled, unless otherwise specified in the Contract, under the Arbitration Act 1940 updated from time to time and would be held anywhere in the Province of Sindh at the discretion of D.M.C. (East).

Signature of contractor: _____

Signature of Employer: _____



SUPERINTENDING ENGINEER
DISTRICT MUNICIPAL CORPORATION
EAST SINDH