



GOVERNMENT OF SINDH
CULTURE, TOURISM & ANTIQUITIES DEPARTMENT
PLANNING, DEVELOPMENT, MONITORING, IMPLEMENTATION
& EVALUATION CELL, SINDH SECRETARIAT, BLOCK NO.76, KARACHI

BIDDING DOCUMENT
VOLUME -I

APRIL 2015

SUMMARY OF CONTENTS

Subject	Page No
(I) INVITATION FOR BIDS.....	02
(II) INSTRUCTIONS TO BIDDERS.....	04
(III) BIDDING DATA.....	17
(IV) FORM OF BID & SCHEDULES TO BID.....	20
(V) ELIGIBILITY CRITERIA.....	32
(VI) CONDITIONS OF CONTRACT	33
(VII) CONTRACT DATA	49
(VIII) STANDARD FORMS.....	54
(IX) FORM OF BID SECURITY.....	55
(X) FORM OF PERFORMANCE SECURITY.....	57
(XI) FORM OF CONTRACT AGREEMENT.....	59
(XII) MOBILIZATION ADVANCE GUARANTEE.....	61
(XIII) INDENTURE FOR SECURE ADVANCE.....	63
(XIV) SPECIFICATIONS.....	67
(XV) BILL OF QUANTITIES	68
(XVI) DRAWINGS	70

INVITATION FOR BIDS

INVITATION FOR BIDS

1. The Procuring Agency PDMI&E Cell Culture, Tourism and Antiquities Department, Government of Sindh invites sealed bids from interested firms or persons licensed by the Pakistan Engineering Council in the appropriate Category for the Works; "Protection, Preservation, Promotion and Development of World Heritage Site of Mohen Jo Daro: Dry Core Drilling" for an amounting to Rs. 9.000 Million, which will be completed in 60 days.

2. A complete set of Bidding Documents may be purchased by an interested eligible bidder on submission of a written application to the office given below and upon payment of a non-refundable fee of Rs. 2000/= (Rupees Two Thousand Only) in shape of pay order/ demand draft in favor of Director PDMI&E Cell, Culture, Tourism and Antiquities Department at Karachi. Bidders may acquire the Bidding Documents from the Office of the Procuring Agency, at:

DIRECTOR PDMI&E CELL

Planning, Development, Monitoring, Implementation & Evaluation Cell
Culture, Tourism and Antiquities Department
Sindh Secretariat, Block No. 76/A, Karachi
Phone: 021-99206378 fax: 021-99202369

3. All bids must be accompanied by a Bid Security of 2% percentage of bid price in the form of (pay order / demand draft / bank guarantee) and must be delivered to **DIRECTOR PDMI&E CELL** Planning, Development, Monitoring, Implementation & Evaluation Cell Culture, Tourism and Antiquities Department, Sindh Secretariat, Block No. 76/A, Karachi. Phone: 021-99206378 fax: 021-99202369 at or before 3.00 pm hours, on 27th April 2015. Bids will be opened at 4.00 pm hours on the same day in the presence of bidders' representatives who choose to attend, at the same address.

**INSTRUCTIONS
TO BIDDERS
&
BIDDING DATA**

Notes on the Instructions to Bidders

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

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

TABLE OF CONTENTS

INSTRUCTIONS TO BIDDERS

Clause No.	Description	Page No.
A. GENERAL		
IB.1	Scope of Bid & Source of Funds.....	6
IB.2	Eligible Bidders.....	6
IB.3	Cost of Bidding.....	7
B. BIDDING DOCUMENTS		
IB.4	Contents of Bidding Documents.....	7
IB.5	Clarification of Bidding Documents.....	7
IB.6	Amendment of Bidding Documents.....	8
C- PREPARATION OF BID		
IB.7	Language of Bid.....	8
IB.8	Documents Comprising the Bid.....	8
IB.9	Sufficiency of Bid.....	8
IB.10	Bid Prices, Currency of Bid & Payment.....	9
IB.11	Documents Establishing Bidder's Eligibility and Qualifications... 9	9
IB.12	Documents Establishing Works Conformity to Bidding Document	9
IB.13	Bidding Security.....	10
IB.14	Validity of Bids, Format, Signing and Submission of Bi.....	10
D-SUBMISSION OF BID		
IB.15	Deadline for Submission, Modification & Withdrawal of Bids.....	11
E. BID OPENING AND EVALUATION		
IB.16	Bid Opening, Clarification and Evaluation.....	12
IB.17	Process to be Confidential.....	14
F. AWARD OF CONTRACT		
IB.18	Qualification.....	15
IB.19	Award Criteria & Procuring Agency's Right.....	15
IB.20	Notification of Award & Signing of Contract Agreement.....	15
IB.21	Performance Security.....	16
IB.22	Integrity Pact.....	16

INSTRUCTIONS TO BIDDERS

A. GENERAL

IB.1 Scope of Bid & Source of Funds

1.1.1 Scope of Bid

The Procuring Agency as defined in the Bidding Data (hereinafter called "the Procuring Agency") wishes to receive Bids for the Works summarized in the Bidding Data (Hereinafter referred to as "the Works").

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

1.2 Source of Funds

The Procuring Agency has arranged funds from Provincial agency or any other source, which may be indicated accordingly in bidding data towards the cost of the project/scheme.

IB.2 Eligible Bidders

2.1 Bidding is open to all firms and persons meeting the following requirements:

- a) duly licensed by the Pakistan Engineering Council (PEC) in the appropriate category for value of works.

Provided that the works costing Rs. 2.5 million or less shall not require any registration with PEC.

- b) duly pre-qualified with the Procuring Agency. (Where required).

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

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

- (v) financial statement of last 3 years;
- (vi) information regarding litigations and abandoned works if any.

(i) **IB.3 Cost of Bidding**

- 1.1 The bidder shall bear all costs associated with the preparation and submission of its bid 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 (SPP Rules 24 & 25).

B. BIDDING DOCUMENTS

IB.4 Contents of Bidding Documents

- 4.1 In addition to Invitation for Bids, the Bidding Documents are those stated below, and should be read in conjunction with any Addendum issued in accordance with Sub-Clause IB.6.1.

1. Instructions to Bidders & Bidding Data
2. Form of Bid, Qualification Information & Schedules to Bid Schedules to Bid comprise the following:

- (i) Schedule A: Schedule of Prices/ Bill of Quantities (BoQ).
- (ii) Schedule B: Specific Works Data
- (iii) Schedule C: Works to be Performed by Subcontractors
- (iv) Schedule D: Proposed Programme of Works
- (v) Schedule E: Method of Performing Works
- (vi) Schedule F: Integrity Pact (works costing Rs 10 million and above)

3. Conditions of Contract & Contract Data

4. Standard Forms:

- (i) Form of Bid Security,
- (ii) Form of Performance Security;
- (iii) Form of Contract Agreement;
- (iv) Form of Bank Guarantee for Advance Payment.

5. Specifications

6. Drawings, if any

IB.5 Clarification of Bidding Documents

- 5.1 A Prospective bidder requiring any clarification(s) in respect of the Bidding Documents may notify the Engineer/Procuring Agency at the Engineer's/ Procuring Agency's address indicated in the Bidding Data.

- 5.2 An interested bidder, who has obtained bidding documents, may request for clarification of contents of bidding documents in writing and procuring

agency shall respond to such queries in writing within three calendar days, provided they are received at least five calendar days prior to the date of opening of bid (SPP Rule 23-1).

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

- 1.1 At any time prior to the deadline for submission of Bids, the Procuring Agency 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.
- 1.2 Any addendum thus issued shall be part of the Bidding Documents pursuant to Sub- Clause 6.1 hereof, and shall be communicated in writing to all purchasers of the Bidding Documents. Prospective bidders shall acknowledge receipt of each addendum in writing to the Procuring Agency.
- 1.3 To afford interested bidders reasonable time in which to take an addendum into account in preparing their Bids, the Procuring Agency may at its discretion extend the deadline for submission of Bids.

C. PREPARATION OF BIDS

IB.7 Language of Bid

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

IB.8 Documents Comprising the Bid

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

IB.9 Sufficiency of Bid

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

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

IB.10 Bid Prices, Currency of Bid and Payment

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

IB.11 Documents Establishing Bidder's Eligibility and Qualifications

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

IB.12 Documents Establishing Works' Conformity to Bidding Documents

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

IB.13 Bid Security

13.1 Each bidder shall furnish, as part of his bid, at the option of the bidder, a Bid Security as percentage of bid price/estimated cost or in the amount stipulated in Bidding Data in Pak. Rupees in the form of *Deposit at Call/ Payee's Order or a Bank Guarantee* issued by a Scheduled Bank in Pakistan in favour of the Procuring Agency valid for a period up to twenty eight (28) days beyond the bid validity date (*Bid security should not be below 1% and not exceeding 5% of bid price/estimated cost SPP Rule 37*).

13.2 Any bid not accompanied by an acceptable Bid Security shall be rejected by the Procuring Agency as non-responsive.

13.3 The bid securities of unsuccessful bidders will be returned upon award of contract to the successful bidder or on the expiry of validity of Bid Security whichever is earlier.

13.4 The Bid Security of the successful bidder will be returned when the bidder has furnished the required Performance Security, and signed the Contract Agreement (SPP Rule 37).

13.5 The Bid Security may be forfeited:

- a) if a bidder withdraws his bid during the period of bid validity; or
- b) if a bidder does not accept the correction of his Bid Price, pursuant to Sub-Clause 16.4 (b) hereof; or
- c) In the case of a successful bidder, if he fails within the specified time limit to:
 1. furnish the required Performance Security or
 2. sign the Contract Agreement.

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

14.1 Bids shall remain valid for the period stipulated in the Bidding Data after the date of bid opening.

14.2 In exceptional circumstances, Procuring Agency may request the bidders to extend the period of validity for a additional period but not exceeding 1/3 of the original period. The request and the bidders' responses shall be made in writing or by cable. A Bidder may refuse the request without forfeiting the Bid Security. A Bidder agreeing to the request will not be required or permitted to otherwise modify the Bid, but will be required to extend the validity of Bid Security for the period of the extension, and in compliance with IB.13 in all respects (SPP Rule 38).

14.3 All Schedules to Bid are to be properly completed and signed.

14.4 No alteration is to be made in the Form of Bid except in filling up the blanks as directed. If any alteration be made or if these instructions be not fully complied with, the bid may be rejected.

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

D. SUBMISSION OF BID

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

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

E. BID OPENING AND EVALUATION**IB.16 Bid Opening, Clarification and Evaluation (SPP Rules 41, 42 & 43)**

16.1 The Procuring Agency will open the bids, in the presence of bidders' representatives who choose to attend, at the time, date and in the place specified in the Bidding Data.

16.2 The bidder's name, Bid Prices, any discount, the presence or absence of Bid Security, and such other details as the Procuring Agency at its discretion may consider appropriate, will be announced by the Procuring Agency at the bid opening. The Procuring Agency will record the minutes of the bid opening. Representatives of the bidders who choose to attend shall sign the attendance sheet.

Any Bid Price or discount which is not read out and recorded at bid opening will not be taken into account in the evaluation of bid.

16.3 To assist in the examination, evaluation and comparison of Bids the engineer/ Procuring Agency may, at its discretion, ask the bidder for a clarification of its Bid. The request for clarification and the response shall be in writing and no change in the price or substance of the Bid shall be sought, offered or permitted (SPP Rule 43).

16.4

(a) Prior to the detailed evaluation, pursuant to IB.16.7 to 16.9, the Engineer/Procuring Agency will determine the substantial responsiveness of each bid to the Bidding Documents. For purpose of these instructions, a substantially responsive bid is one which conforms to all the terms and conditions of the Bidding Documents without material deviations. It will include determining the requirements listed in Bidding Data.

(b) Arithmetical errors will be rectified on the following basis:
If there is a discrepancy between the unit price and total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between the words and figures the amount in words shall prevail. If there is a discrepancy between the Total Bid price entered in Form of Bid and the total shown in Schedule of Prices-Summary, the amount stated in the Form of Bid will be corrected by the Procuring Agency in accordance with the Corrected Schedule of Prices.

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

16.5 A Bid determined as substantially non-responsive will be rejected and will not subsequently be made responsive by the bidder by correction of the non-conformity.

16.6 Any minor informality or non-conformity or irregularity in a Bid which does not constitute a material deviation (**major deviation**) may be waived by Procuring

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

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

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

(B) Minor Deviations

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

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

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

16.8 Evaluated Bid Price

In evaluating the bids, the Engineer/Procuring Agency will determine for each bid in addition to the Bid Price, the following factors (adjustments) in the manner and to the extent indicated below to determine the Evaluated Bid Price:

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

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

IB.17 Process to be Confidential

- 17.1 Subject to IB.16.3 heretofore, no bidder shall contact Engineer/Procuring Agency on any matter relating to its Bid from the time of the Bid opening to the time the bid evaluation result is announced by the Procuring Agency. The evaluation result shall be announced at least seven (07) days prior to award of Contract (SPP Rule 45). The announcement to all bidders will include table(s) comprising read out prices, discounted prices, price adjustments made, final evaluated prices and recommendations against all the bids evaluated.
- 17.2 Any effort by a bidder to influence Engineer/Procuring Agency in the Bid evaluation, Bid comparison or Contract Award decisions may result in the rejection of his Bid. Whereas any bidder feeling aggrieved, may lodge a written complaint to Complaint Redressal Committee as per terms and conditions mentioned in SPP Rules 31 & 32. However, mere fact of lodging a complaint shall not warrant suspension of procurement process.
- 17.3 Bidders may be excluded if involved in **“Corrupt and Fraudulent Practices”** means either one or any combination of the practices given below SPP Rule2(q);
- (i) **Coercive Practicel** means any impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence the actions of a party to achieve a wrongful gain or to cause a wrongful loss to another party;
 - (ii) **Collusive Practicel** 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 procuring agency to establish prices at artificial, noncompetitive levels for any wrongful gain;
 - (iii) **“Corrupt Practice”** means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful gain;
 - (iv) **Fraudulent Practice”** means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
 - (v) **“Obstructive Practice”** means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract or deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements before investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or acts intended to materially impede the exercise of inspection and audit rights provided for under the Rules.

F. AWARD OF CONTRACT**IB.18. Post Qualification**

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

IB.19 Award Criteria & Procuring Agency's Right

- 19.1 Subject to IB.19.2, the Procuring Agency will award the Contract to the bidder whose bid has been determined to be substantially responsive to the Bidding Documents and who has offered the lowest evaluated Bid Price, provided that such bidder has been determined to be qualified to satisfactorily perform the Contract in accordance with the provisions of the IB.18.
- 19.2 Notwithstanding IB.19.1, the Procuring Agency reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of Contract, without thereby incurring any liability to the affected bidders or any obligation to inform the affected bidders of the grounds for the Procuring Agency's action except that the grounds for its rejection of all bids shall upon request be communicated, to any bidder who submitted a bid, without justification of the grounds. Notice of the rejection of all the bids shall be given promptly to all the bidders (SPP Rule 25).

IB.20 Notification of Award & Signing of Contract Agreement

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

IB.21 Performance Security

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

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

BIDDING DATA

Instructions to Bidders

Clause Reference

1.1 Name of Procuring Agency

1.2

Planning, Development, Monitoring, Implementation & Evaluation Cell
Culture, Tourism and Antiquities Department, Government of Sindh

Brief Description of Works

1. Protection, Preservation, Promotion and Development of World Heritage Site of Mohen Jo Daro: Dry Core Drilling

5.1 (a) Procuring Agency's address:

DIRECTOR PDMI&E CELL

Planning, Development, Monitoring, Implementation & Evaluation Cell
Culture, Tourism and Antiquities Department
Sindh Secretariat, Block No. 76/A, Karachi
Phone: 021-99206378
Fax: 021-99202369

(b) Engineer's address:

PDMI&E Cell Culture, Tourism and Antiquities Department
Sindh Secretariat, Block No. 76/A, Karachi
Phone: 021-99206378
Fax: 021-99202369

10.3 Bid shall be quoted entirely in Pak. Rupees. The payment shall be made in Pak. Rupees.

11.2 The bidder has the financial, technical and constructional capability necessary to perform the Contract as follows:

- i. Financial capacity: Turnover of Rs: 20 Million;
- ii. Technical capacity: BC02 - Category of registration with PEC and qualification and experience of the staff;
- iii. Construction Capacity: Mention the names and number of available equipments required for the work.

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

13.1 **Amount of Bid Security**
2% percentage of bid price in the form of (pay order/demand draft/bank guarantee)

14.1 **Period of Bid Validity**
60 days

14.4 **Number of Copies of the Bid to be submitted:**
One original copy

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

DIRECTOR PDMI&E CELL
Planning, Development, Monitoring, Implementation & Evaluation Cell
Culture, Tourism and Antiquities Department, Sindh
Secretariat, Block No: 76/A, Karachi.
Phone: 021-99206378
Fax: 021-99202369

15.1 **Deadline for Submission of Bids**

Time: 3.00 PM on Monday 27th 2015

16.1 **Venue, Time, and Date of Bid Opening**

PDMI&E Cell Culture, Tourism and Antiquities Department
Sindh Secretariat, Block No. 76/A, Karachi.
Time: 4.00 PM on Monday 27th April 2015

16.4 **Responsiveness of Bids**

- (i) Bid is valid till required period as per SPPRA Rules

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

***Procuring agency can adopt either of two options. (Select either of them)**

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

FORM OF BID AND SCHEDULES TO BID

**FORM OF BID
(LETTER OF OFFER)**

Bid Reference No. _____

(Name of Works)

To: _____

Gentlemen,

1. Having examined the Bidding Documents including Instructions to Bidders, Bidding Data, Conditions of Contract, Contract Data, Specifications, Drawings, if any, Schedule of Prices and Addenda Nos. _____ for the execution of the above-named works, we, the undersigned, being a company doing business under the name of _____ and address _____ and being duly incorporated under the laws of Pakistan hereby offer to execute and complete such works and remedy any defects therein in conformity with the said Documents including Addenda thereto for the Total Bid Price of Rs _____ (Rupees _____) or such other sum as may be ascertained in accordance with the said Documents.
2. We understand that all the Schedules attached hereto form part of this Bid.
3. As security for due performance of the undertakings and obligations of this Bid, we submit herewith a Bid Security in the amount of _____ drawn in your favour or made payable to you and valid for a period of twenty eight (28) days beyond the period of validity of Bid.
4. We undertake, if our Bid is accepted, to commence the Works and to deliver and complete the Works comprised in the Contract within the time(s) stated in Contract Data.
5. We agree to abide by this Bid for the period of _____ days from the date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
6. Unless and until a formal Agreement is prepared and executed, this Bid, together with your written acceptance thereof, shall constitute a binding contract between us.
7. We undertake, if our Bid is accepted, to execute the Performance Security referred to in Conditions of Contract for the due performance of the Contract.

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

Dated this _____ day of _____, 2014

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

(Name of Bidder in Block Capitals)

(Seal)

Address

Witness:

(Signature) _____

Name: _____

Address: _____

[SCHEDULES TO BID INCLUDE THE FOLLOWING:

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

**SCHEDULE – A TO BID
SCHEDULE OF PRICES**

Sr. No.	Page No.
1. Preamble to Schedule of Prices.....	24
2. Schedule of Prices.....	26
* (a) Summary of Bid Prices	
* (b) Detailed Schedule of Prices /Bill of Quantities (BOQ)	

** [To be prepared by the Engineer/Procuring Agency]*

SCHEDULE - A TO BID**PREAMBLE TO SCHEDULE OF PRICES****1. General**

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

2. Description

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

3. Units & Abbreviations

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

(Note: The abbreviations to be used in the Schedule of Prices to be defined by the Procuring Agency).

4. Rates and Prices

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

SCHEDULE - A TO BID

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

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

- 4.6 (a) The bidder shall be deemed to have obtained all information as to and all requirements related thereto which may affect the bid price.
- * (b) The Contractor shall be responsible to make complete arrangements for the transportation of the Plant to the Site.

**(Procuring Agency may modify as appropriate)*

4.7 The Contractor shall provide for all parts of the Works to be completed in every respect. Notwithstanding that any details, accessories, etc. required for the complete installation and satisfactory operation of the Works, are not specifically mentioned in the Specifications, such details shall be considered as included in the Contract Price.

5. Bid Prices**5.1 Break-up of Bid Prices**

The various elements of Bid Prices shall be quoted as detailed by the Procuring Agency in the format of Schedule of Prices.

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

5.2 Total Bid Price

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

6. Provisional Sums and Day work

6.1 Provisional Sums included and so designated in the Schedule of Prices if any, shall be expended in whole or in part at the direction and discretion of the Engineer/Procuring Agency. The Contractor will only receive payment in respect of Provisional Sums, if he has been instructed by the Engineer/Procuring Agency to utilize such sums.

6.2 Day work rates in the contractor's bid are to be used for small additional amounts of work and only when the Engineer have given written instructions in advance for additional work to be paid for in that way.

SCHEDULE - B TO BID

***SPECIFIC WORKS DATA**

(To be prepared and incorporated by the Procuring Agency)

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

SCHEDULE – C TO BID**WORKS TO BE PERFORMED BY SUBCONTRACTORS***

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

Items of Works to be Sub-Contracted	Name and address of Sub-Contractors	Statement of similar works previously executed. (<i>attach evidence</i>)
--	--	--

Note:

** The Procuring Agency should decide whether to allow subcontracting or not. In case Procuring Agency decides to allow subcontracting then following conditions shall be complied with:*

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

SCHEDULE – D TO BID

PROPOSED PROGRAMME OF WORKS

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

SCHEDULE – E TO BID

METHOD OF PERFORMING WORKS

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

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

SCHEDULE – F TO BID

(INTEGRITY PACT)

**DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC
PAYABLE BY CONTRACTORS
(FOR CONTRACTS WORTH RS. 10.00 MILLION OR MORE)**

Contract No. _____ Dated _____

Contract Value: _____

Contract Title: _____

..... [name of Contractor] hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Sindh (GoS) or any administrative subdivision or agency thereof or any other entity owned or controlled by it (GoS) through any corrupt business practice. Without limiting the generality of the foregoing, [name of Contractor] represents and warrants that it has fully declared the brokerage, commission, fees etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from, from Procuring Agency (PA) except that which has been expressly declared pursuant hereto.

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

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

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

.....
[Procuring Agency]

[Contractor]

ELIGIBILITY/ QUALIFICATION CRITERIA

Method and procedure of procurement: **Open Competitive Bidding**
(Single Stage-Two Envelope)

Description of work:

Name of Bidder:

No.	Eligibility / Qualification Criteria	M/S	M/S	M/S	M/S	M/S
1	Registration with PEC					
2	NTN					
3	Sales Tax Registration					
4	Professional Tax					
	Qualification Criteria:					
5	Minimum three years' experience of relevant field.					
6	Turnover of at least last three years					
7	Required Bid Security is attached.					
8	Bid is signed, named and stamped by the authorized person of the firm along with Authorization letter.					
9	Any other factor deemed to be relevant by the procuring agency subject to provision of Rule-44					
	Qualified/ disqualified					

1. _____ 2. _____ 3. _____

4. _____ 5. _____

BILL OF QUANTITIES

Volume-II

CULTURE, TOURISM & ANTIQUITIES DEPARTMENT

PLANNING, DEVELOPMENT, MONITORING,
IMPLEMENTATION & EVALUATION CELL

DRY CORE DRILLING AT MOHEN JO DARO

S.No.	Item of Work	Quantity	Rate	Unit	Amount
1	<p>Dry Core Drilling at forty (40) Sites, to obtain subsurface core sample upto a maximum twenty (20) meter depth. core should be obtain in transparent PVC pipe inserted as inner tube in core barrel with core diameter of PQ (85mm) or HQ (63.5 mm) in size. Before handing over to experts. Core should be properly marked with depth and details of borhole locations. The distance between boreholes in one traverse may be upto 100m.</p> <p>The purpose of coring is to delineate the outer limits of Mohen Jo Daro. Being an Archaeological site, the type of material expected during Coring can be natural sediments, rocks, bricks, pottery, artifacts, metal etc.</p> <p>Note: Contractor is required to quote separate rates per meter for PQ (85mm) and HQ (63.5mm) size Core extraction.</p>	800.00		Meter	
Total					
AMOUNT IN MILLION					

DARWINGS