

S.No: 01

NIT No.XEN(Bldgs:)/TC/G-55/ 2696 of 2015 Thatta
Dated: 08.04.2015

Issued to _____

Vide D.R. No. _____ **Dated:** _____

C.D No. _____ **Dated** _____

Bank/Branch: _____

SPPRA BIDDING DOCUMENT

STANDARD FORM OF BIDDING DOCUMENT

FOR

PROCUREMENT OF WORKS

(For Contracts (Small) Amounting between Rs.2.5 million to Rs.50 million)

**S.No: 01) = CONSTRUCTION OF THE OFFICE OF SUPERINTENDING ENGINEER
WORKS & SERVICES DEPARTMENT THATTA**

INSTRUCTIONS TO PROCURING AGENCIES

INSTRUCTIONS TO PROCURING AGENCIES
(Not to be included in bidding documents)

A) Basis of Documents

These Documents have been prepared as a global document intended to be used by different agencies/users according to their requirements. This document is envisaged for National Competitive Bidding (NCB), meant for use for Works costing not more than Rs. 25 Million. These documents may be tailored according to the scope of works as well as in case of contracts on International Competitive Bidding (ICB) basis, funded by international financial institutions/donors, with payments in foreign currencies. Procuring agencies are then to tailor the relevant clauses to suit their requirements including appropriate modifications in the relevant sections of the documents in the light of SPPRA Bidding Documents for Large Works.

The **Executive Engineer, Buildings Division Thatta** is expected to manage the Contract itself. The role of Engineer may be added by the **Executive Engineer, Buildings Division Thatta**, if the **Executive Engineer, Buildings Division Thatta**, wishes to engage a consultant. The role of the Engineer with specific delegated powers under various clauses of Instructions to Bidders such as clarifications of Bid Documents, Amendment of Bid Documents, evaluation of Bids etc. and to administer the Contract under various clauses of Conditions of Contract should have been specified. The **Executive Engineer, Buildings Division Thatta**, will be required to set out in the specifications and drawings the full scope of work including the extent of design to be done by the Contractor, if any.

B) Contents of Documents

As stated in Clause IB.4 of Instructions to Bidders, the complete Bidding Documents in addition to Invitation for Bids shall comprise items listed therein including any addendum to Bidding Documents issued in accordance with IB.6. The Standard Form of Bidding Documents (for Small Contracts) includes the following:

- i. Instructions to Bidders & Bidding Data
- ii. Form of Bid & Schedules to Bid
- iii. Conditions of Contract & Contract Data
- iv. Standard Forms
- v. Specifications
- vi. Drawings, if any

In addition, Instructions to procuring agencies are also provided at various locations of this document within parenthesis or as a Note(s). **Executive Engineer, Buildings Division Thatta**, are expected to edit or finalize this document accordingly, by filling in all the relevant blank spaces and forms as per the scope of the work, deleting all notes and instructions intended to help the bidders.

The **Executive Engineer, Buildings Division Thatta**, is required to prepare the following for completion of the Bidding Documents:

- i. Invitation for Bids
- ii. Bidding Data

- iii. Schedules to Bid (Samples)
- iv. Schedule of Prices (Format)
- v. Contract Data
- vi. Specifications
- vii. Drawings, if any

The **Executive Engineer, Buildings Division, Thatta**, attention is drawn to the following while finalizing the Bidding Documents.

C) Notice Inviting Tender/ Invitation for Bids/ Request for Expression of Interest

The Notice Inviting Tender is meant for publication of tenders for calling bids in the newspapers and SPPRA Website.

The blank spaces wherever shown are required to be filled by the **Executive Engineer, Buildings Division Thatta**, before issuance of Bidding Documents.

The Procuring Agency may modify para 1 of Notice Inviting Tender as per its requirements. The notice should be published so as to give the interested bidders sufficient working period for preparation and submission of bids - not less than 15 days for National Competitive Bidding and 45 days for International Competitive Bidding (SPPRA Rule 18).

- i. The eligible bidders are defined in IB.2; the text can be amended by the Procuring Agency as deemed appropriate.
- ii. The non-refundable fee for the sale of Bidding Documents should be nominal so as to cover printing/reproduction and mailing costs and to ensure that only bona-fide bidders shall apply (SPP Rule 20).
- iii. The amount of Bid Security should be a lump sum figure or a percentage, but not less than 1% and more than 5% of bid price and should be in accordance with IB.13.1 (SPP Rule 37).
- iv. If the venue of receipt of bids and the opening of bids is the same, the times for receipt and opening of bids are to be entered in last Para of the Notice Inviting Tender, otherwise indicate the name, address and exact location for the opening of bids. However the date for the receipt and the opening of bids shall be same (SPP Rule 41).

D) Instructions to Bidders

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

The instructions to Bidders can be used as given. **Executive Engineer, Buildings Division Thatta**, may have to make changes under Bidding Data.

The **Executive Engineer, Buildings Division Thatta** or Engineer's Representative, if any, shall exercise powers of the Engineer/Procuring Agency under and in connection with Clauses IB.5, IB.6, IB.16, etc. case an Engineer has been appointed by the **Executive Engineer, Buildings Division Thatta**, the aforesaid clauses may be modified accordingly to specify the role of the Engineer by the **Executive Engineer, Buildings Division Thatta**, otherwise the Engineer's reference wherever exist, except Sub-Clause 1.1.20 & Clause 15 of Conditions of Contract and Item 1.1.20 of Contract Data, shall be deleted.

E) Bidding Data

The blank spaces wherever shown in Bidding Data are required to be filled by the Engineer/ **Executive Engineer, Buildings Division Thatta**, before issuance of Bidding Documents.

1. Contents of IB.10.3 may be retained or modified by the **Executive Engineer, Buildings Division Thatta**.
2. Procuring Agency should insert required experience in IB.11.2.
3. Referring to IB.14.1, the period of bid validity may range from 30 to 90 days depending upon the size and nature of the works. Number of days shall be filled in as per Procuring Agency's requirements.
4. Contents of IB.16.3 to IB.16.8 may be retained or modified by the Procuring Agency in accordance with its requirements.

F) SCHEDULES TO BID

Specimen of Schedules to Bid including format of Schedule of Prices are provided in this document. The **Executive Engineer, Buildings Division Thatta**. May add / delete / modify as per its requirement.

The blank spaces wherever shown are required to be filled by the Engineer/ **Executive Engineer, Buildings Division Thatta** before issuance of Bidding Documents except those required to be provided by the Contractor.

G) CONDITIONS OF CONTRACT

The procuring agency while preparing Contract Data, shall ensure that no Clause of Conditions of Contract is deleted and that the changes included in Contract Data shall be such as not to change the spirit of the document. Any adjustment or change in clauses of Conditions of Contract to meet specific project features shall be made with care and incorporated in Contract Data.

H) CONTRACT DATA

The blank spaces wherever shown are required to be filled by the Engineer / **Executive Engineer, Buildings Division Thatta** before issuance of Bidding Documents.

1. Referring to Sub-Clause 1.1.1 of Conditions of Contract, the Engineer/**Executive Engineer, Buildings Division Thatta** may add, in order of priority, such other documents as to form part of the Contract, in Sub-Clause 1.3 of the Contract Data.
2. The **Executive Engineer, Buildings Division Thatta** Representative, if any, shall exercise powers of the **Executive Engineer, Buildings Division Thatta** under and in connection with Sub-Clauses 1.3, 2.3, 4.2, 4.3, 5.1, 7.3, 8.2, 9.1, 9.2, 10.1, 10.2, 10.5, 11.1, 11.5, 12.1, 13.2 and 14.1 of the Conditions of Contract. In case an Engineer has been appointed by the **Executive Engineer, Buildings Division Thatta**, the aforesaid clauses may be modified accordingly by the Procuring Agency.
3. The sum insured for different insurances including minimum amount of third party insurance should be assessed by the Engineer/**Executive Engineer, Buildings Division Thatta** and entered in Contract Data. Such insurance cover shall be carried out with Insurance Company having at least AA rating from PACRA / JCR in the favour of the **Executive Engineer, Buildings Division Thatta**.
4. The time for completion of the whole of the works should be assessed by the Engineer/**Executive Engineer, Buildings Division Thatta** and entered in the Contract Data.
5. The Conditions of Contract contain no overall limit on the Contractor's liability. The amount of liquidated damages per day of delay shall be entered by the Engineer/**Executive Engineer, Buildings Division Thatta** in Contract Data. Usually the liquidated damages are set between 0.05 percent and 0.10 percent per day and the maximum limit as 10 percent of contract price stated in the Letter of Acceptance.
6. Any amendment and/or additions to the Conditions of the Contract that are specific to a given Bid/Contract should be included by the **Executive Engineer, Buildings Division Thatta**. This may include but not be limited to the provisions regarding the following:
 - a) Terms of Payment should be prepared and incorporated in Contract Data by the Engineer/**Executive Engineer, Buildings Division Thatta**.
 - b) The Engineer/**Executive Engineer, Buildings Division Thatta** to make sure that all taxes and duties are included by the Bidders/Contractors in their prices.

I. Specifications

To be prepared and incorporated by the Engineer/**Executive Engineer, Buildings Division Thatta**.

J. Drawings

To be prepared and incorporated by the Engineer/**Executive Engineer, Buildings Division Thatta**, if required.

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INVITATION FOR BIDS

INVITATION FOR BIDS

Date: 08.04.2013
Bid Reference No.16

The Executive Engineer, Buildings Division Thatta, [**Executive Engineer, Buildings Division Thatta**], invites sealed bids from interested firms or persons licensed by the Pakistan Engineering Council in the appropriate category(not required for works costing Rs 2.5 million or less) and/or duly pre-qualified(if pre-qualification is done for specific scheme/project) with the **Executive Engineer, Buildings Division Thatta** for the Works, Construction of **CONSTRUCTION OF THE OFFICE OF SUPERINTENDING ENGINEER WORKS & SERVICES DEPARTMENT THATTA**[enter title, type and financial volume of work], which will be completed in **24-Months** [enter appropriate time period] days.

1. 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 Rupees **Three Thousands only**. Bidders may acquire the Bidding Documents from the Office of the **Executive Engineer, Buildings Division Thatta**, at S.E. OFFICE THATTA. (Mailing Address).
2. All bids must be accompanied by a Bid Security in the amount of Rs. **320000/-** (Rupees Three Hundred Twenty Thousand) or 2% percentage of bid price in the form of (pay order /demand draft/ bank guarantee) and must be delivered to **Executive Engineer Buildings Division Thatta** (Indicate Address and Exact Location) at or before 01.00 P.M, on 28.04.2015. Bids will be opened at 02.00 P.M on dated 15.05.2013 in the presence of bidders' representatives who choose to attend, at the same address [indicate the address if it differs].

Note:

1. **Executive Engineer, Buildings Division Thatta**, to enter the requisite information in blank spaces.
2. The bid shall be opened within one hour after the deadline for submission of bids.

**INSTRUCTIONS
TO BIDDERS
&
BIDDING DATA**

Notes on the Instructions to Bidders

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

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

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INSTRUCTIONS TO BIDDERS

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

A. GENERAL

IB.1 Scope of Bid & Source of Funds

1.1 Scope of Bid

The **Executive Engineer, Buildings Division Thatta** as defined in the Bidding Data (hereinafter called **the Executive Engineer, Buildings Division Thatta**) 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 **Executive Engineer, Buildings Division Thatta** has arranged funds from its own sources or Federal/ Provincial /Donor agency or any other source, which may be indicated accordingly in bidding data towards the cost of the project/scheme.

IB.2 Eligible Bidders

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

- a) Duly licensed by the Pakistan Engineering Council (PEC) 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.

IB.3 Cost of Bidding

- 3.1 The bidder shall bear all costs associated with the preparation and submission of its bid and the **Executive Engineer, Buildings Division Thatta** 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/ **Executive Engineer, Buildings Division Thatta** 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 **Executive Engineer, Buildings Division Thatta** 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).

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

- 6.1 At any time prior to the deadline for submission of Bids, the **Executive Engineer, Buildings Division Thatta** 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.
- 6.2 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 **Executive Engineer, Buildings Division Thatta**.
- 6.3 To afford interested bidders reasonable time in which to take an addendum into account in preparing their Bids, the **Executive Engineer, Buildings Division Thatta** 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.

IE.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 **Executive Engineer, Buildings Division Thatta** 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 **Executive Engineer, Buildings Division Thatta** 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 **Executive Engineer, Buildings Division Thatta** 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 **Executive Engineer, Buildings Division Thatta** as non-responsive.
- 13.3 The bid securities of unsuccessful bidders will be returned upon award of contract to the successful bidder or on the expiry of validity of Bid Security whichever is earlier.
- 13.4 The Bid Security of the successful bidder will be returned when the bidder has furnished the required Performance Security, and signed the Contract Agreement (SPP Rule 37).
- 13.5 The Bid Security may be forfeited:
- (a) If a bidder withdraws his bid during the period of bid validity; or
 - (b) If a bidder does not accept the correction of his Bid Price, pursuant to Sub-Clause 16.4 (b) hereof; or
 - (c) In the case of a successful bidder, if he fails within the specified time limit to:
 - (i) Furnish the required Performance Security or
 - (ii) Sign the Contract Agreement.

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

- 14.1 Bids shall remain valid for the period stipulated in the Bidding Data after the date of bid opening.
- 14.2 In exceptional circumstances, **Executive Engineer, Buildings Division Thatta** may request the bidders to extend the period of validity for a additional period but not exceeding 1/3 of the original period. The request and the bidders responses shall be made in writing or by cable. A Bidder may refuse the request without forfeiting the Bid Security. A Bidder agreeing to the request will not be required or permitted to otherwise modify the Bid, but will be required to extend the validity of Bid Security for the period of the extension, and in compliance with IB.13 in all respects (SPP Rule 38).
- 14.3 All Schedules to Bid are to be properly completed and signed.
- 14.4 No alteration is to be made in the Form of Bid except in filling up the blanks as directed. If any alteration be made or if these instructions be not fully complied with, the bid may be rejected.
- 14.5 Each bidder shall prepare Original and number of copies specified in the Bidding Data of the documents comprising the bid as described in IB.8 and clearly mark them -ORIGINAL and -COPY as appropriate. In the event of discrepancy between them, the original shall prevail.
- 14.6 The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign (in the case of copies, Photostats are also acceptable). This shall be indicated by submitting a written Power of Attorney authorizing the signatory of the bidder to act for and on behalf of the bidder. All pages of the bid shall be initialed and official seal be affixed by the person or persons signing the bid.

- 14.7 The Bid shall be delivered in person or sent by registered mail at the address to 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 **Executive Engineer, Buildings Division Thatta** 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 **Executive Engineer, Buildings Division Thatta** 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 **Executive Engineer, Buildings Division Thatta** 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 **Executive Engineer, Buildings Division Thatta** 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 Executive Engineer, Buildings Division Thatta 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 Executive Engineer, Buildings Division Thatta at its discretion may consider appropriate, will be announced by the Procuring Agency at the bid opening. The Executive Engineer, Buildings Division Thatta 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/ Executive Engineer, Buildings Division Thatta 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/ Executive Engineer, Buildings Division Thatta 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 Executive Engineer, Buildings Division Thatta 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 Executive Engineer, Buildings Division Thatta, provided such waiver does not prejudice or affect the relative ranking of any other bidders.

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

(B) Minor Deviations

Bids that offer deviations acceptable to the 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/ Executive Engineer, Buildings Division Thatta 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/ Executive Engineer, Buildings Division Thatta 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/ Executive Engineer, Buildings Division Thatta** 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 **Executive Engineer, Buildings Division Thatta**. 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/ Executive Engineer, Buildings Division Thatta** 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 Rule 2(q);
 - I Coercive Practice means any impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence the actions of a party to achieve a wrongful gain or to cause a wrongful loss to another party;
 - II Collusive Practice means any arrangement between two or more parties to the procurement process or contract execution, designed to achieve with or without the knowledge of the **Executive Engineer, Buildings Division Thatta** 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 **Executive Engineer, Buildings Division Thatta**, 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 & Executive Engineer, Buildings Division Thatta Right

19.1. Subject to IB.19.2, the **Executive Engineer, Buildings Division Thatta** 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 **Executive Engineer, Buildings Division Thatta** 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 **Executive Engineer, Buildings Division Thatta** 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 **Executive Engineer, Buildings Division Thatta**, 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 **Executive Engineer, Buildings Division Thatta** 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 0.3% 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 **Executive Engineer, Buildings Division Thatta**.

IB.21. Performance Security

21.1. The successful bidder shall furnish to the **Executive Engineer, Buildings Division Thatta** a Performance Security in the form and the amount stipulated in the Conditions of Contract within a period of fourteen (14) days after the receipt of Letter of Acceptance (SPP 39).

21.2. Failure of the successful bidder to comply with the requirements of Sub-Clauses IB.20.2 & 20.3 or 21.1 or Clause IB.22 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security.

21.3 Publication of Award of Contract: within seven days of the award of contract, the procuring shall publish on the website of the authority and on its own website, if such a website exists, the results of the bidding process, identifying the bid through procurement identifying Number if any and the following information:

1. Evaluation Report;
2. Form of Contract and letter of Award;
3. Bill of Quantities or Schedule of Requirements. (SPP Rule 50)

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

BIDDING DATA

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

Instructions to Bidders Clause Reference

1.1 Name of Procuring Agency

Executive Engineer, Buildings Division Thatta

Executive Engineer

(Insert name of the Procuring Agency)

Brief Description of Works

**CONSTRUCTION OF THE OFFICE OF SUPERINTENDING ENGINEER
WORKS & SERVICES DEPARTMENT THATTA**

5.1 (a) Procuring Agency's address:

**OFFICE OF THE EXECUTIVE ENGINEER BUILDINGS DIVISION,
GHULAMULLAH, ROAD NEAR D.C OFFICE THATTA.**

(Insert address of the Procuring Agency with telex/fax)

(b) Engineer's address:

Residence of Building Colony Bungalow No. D-1/2 at Makli 0298-920170

(Insert name and address of the Engineer, if any, with telex/fax.)

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

11.2 The bidder has the financial, technical and constructional capability necessary to perform the Contract as follows: (Insert required capabilities and documents)

- i. Financial capacity: (must have turnover of Rs. _____ Million);
- ii. Technical capacity: (mention the appropriate category of registration with PEC and qualification and experience of the staff);
- iii. Construction Capacity: (mention the names and number of 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% of Bid Amount.

(Fill in lump sum amount or in % age of bid amount / estimated cost, but not below 1% and not exceeding 5%)

14.1 Period of Bid Validity

90 Days

(Fill in "number of days" not exceeding 90)

14.4 Number of Copies of the Bid to be submitted:

One original plus 01 copy.

14.6 (a) Executive Engineer, Buildings Division, Thatta, Address for the Purpose of Bid Submission

**OFFICE OF THE EXECUTIVE ENGINEER BUILDINGS DIVISION
THATTA GULAMULLAH ROAD NEAR DC OFFICE THATTA.**

(insert postal address or location of bid box for delivery by hand)

15.1 Deadline for Submission of Bids

Time: **01.00 PM on dated 28.04.2015.**

16.1 Venue, Time, and Date of Bid Opening

Venue: Executive Engineer, Buildings Division Thatta.

Time: **02.00 PM on dated 28.04.2015**

16.4 Responsiveness of Bids

- i. Bid is valid till required period,
- 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.

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

FORM OF BID AND SCHEDULES TO BID

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

Bid Reference No.16

**CONSTRUCTION OF THE OFFICE OF SUPERINTENDING ENGINEER
WORKS & SERVICES DEPARTMENT THATTA**
(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 _____ only) 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 CD No. _____, Dated _____ 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 _____ of _____.

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)	

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 System International d' Unites (SI Units).
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(Note: The abbreviations to be used in the Schedule of Prices to be defined by the Executive Engineer, Buildings Division Thatta).

4. Rates and Prices

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

- 4.4 The whole cost of complying with the provisions of the Contract shall be included in the items provided in the Schedule of Prices, and where 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 **Executive Engineer, Buildings Division**, Thatta when executed and shall be deemed covered by the rates and prices for other items in the Schedule of Prices.

4.5

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

*(Procuring Agency may modify as appropriate)

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

5. Bid Prices

5.1. Break-up of Bid Prices

The various elements of Bid Prices shall be quoted as detailed by the **Executive Engineer, Buildings Division**, 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/ Executive Engineer, Buildings Division**. 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 - A TO BID

Bill No.	Description	Total Amount (Rs)
	(A) Building Work	<i>15848238/-</i>
1	Civil works	
2	Internal sanitary and water supply	
3	Water Supply	
4	External Development works	
5	Miscellaneous Items	
	(B) Road Work.	
1	Earthwork	
2	Hard Crust and Surface Treatment	
3	Culverts and Bridges	
4	Miscellaneous Items	
	(C) Public Health Engineering Works.	
1	Earthwork	
2	Subsurface Drains	
3	Pipe Laying and Man holes	
4	Tube wells, Pump houses	
5	Compound wall	
6	Miscellaneous Items	
	Total Bid Price (The amount to be entered in Paragraph 1 of the Form of Bid) (In words).	

**SCHEDULE A TO BID
SCHEDULE OF PRICES**

Sr #	Description	Qty	Unit Rate	Total
1	I. (Civil works)			
2				
3				
1	II. Internal sanitary and water supply.			
2				
3				
1	III. Electrification.			
2				
3				
1	IV. External Development works.			
2				
3				
1	V. Miscellaneous It			
2				
3				
<i>Total (to be carried to Summary of Bid Price) Add/ Deduct the percentage quoted above/below on the prices of items based on Composite Schedule of Rat</i>				

Schedule "B" Attached.

"SCHEDULE-B"

Name of work:

**CONSTRUCTION OF OFFICE OF THE SUPERINTENDING
ENGINEER WORKS & SERVICES DEPARTMENT THATTA.**

(PART "A" CIVIL WORK)

Sr. No.	ITEM OF WORK	QTY.	RATE	UNIT	AMOUNT
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1. Excavation in shingle and gravel formation.
Say. 11360 CFT @ Rs. 5747/50 % 0 CFT.... Rs.65292/=
2. Cement concrete brick or stone ballast 1½" to 2" gauge ratio 1:4:8.
Say. 1778 CFT @Rs. 9416/28 % 0 CFT.... Rs. 167421/=
3. R.C.C work i/c all labour and materials except the cost of steel reinforcement and its labour bending and binding with be paid separately. This rate also includes kinds of forms moulds lifting, shuttering, cutting, finishing and screening washing of shingle. RCC work in roof slabs beams column rafts lintels and other structure members set in situ or precast lair in position ratio 1:2:4 90 labs cement 2 Cft sand 4 Cft and 4 Cft shingle 1/8" to ¼" gauge
Say. 10556 CFT @ Rs.337.00 % CFT.... Rs.3557372/=
4. Fabrication of Tor steel reinforcement for cement concrete i/c cutting bending laying in position making joints and fastening i/c cost of binding wire (also bars are removal of rust from bars). (S/I No 8 (a), P-17).
Say. 571.63 P. CWT @ Rs.5001/70 % P.CWT.... Rs.2859122/=
5. Erection and removal or centering for RCC or plain cement concrete works of partal wood (vertical)
Say. 4669 SFT @Rs.3127/41 % SFT..... Rs.146019/=
6. Cement concrete plain 1:3:6 i/c placing compacting finishing and curing complete (i/c screening and washing of stone aggregate without shuttering
Say. 3271 CFT @ Rs.12595 % CFT.... Rs.411982/=
7. Filling watering & ramming earth in floor with surplus earth from foundation lead upto one chain and lift upto 5 fet
Say. 7573 CFT @Rs. 1512/50 % 0 CFT.... Rs.11455/=
8. Filling watering & ramming earth under floor with new earth (Excavated from OUT-SIDE) lead upto 5 fet.
Say. 7879 CFT @ Rs.3630 % CFT.... Rs.28601/=

Sr. No.	ITEM OF WORK	QTY.	RATE	UNIT	AMOUNT
9.	Cement concrete brick or stone ballaste 1 1/2" to 2" guage ratio 1:5:10				
	Say. 2118 CFT		@ Rs.8694.95	% CFT....	Rs.184159/=
10.	Providing and laying (1:3:6) cement concrete solid block masonry "6" above.				
	Say 7072 CFT		@ Rs.14621/44	% CFT	Rs.1034028/=
11	C/R Masonry i/c hamer dressed in plinth foundation (1:6)				
	Say 1556 CFT		@ Rs.25321	% CFT	Rs.393995/=
12.	First class deodar wood wrought joinery in doors & windows etc fixed in position i/c chowkhat holds fasts highs iron tower bolts cleats handlkes cords with hooks etc. Deoder wood paneled or panlled glazed or fully glazed 1-3/4" thick.				
	Say. 1587 SFT		@ Rs. 1273/76	P. SFT....	Rs.2021457/=
13.	Cement palastar 1:4 upto 20 height 3/4" thick.				
	Say. 25317 SFT		@ Rs.3015/76	% SFT	Rs.763500/=
14.	Laying floor of approved white glazed tiles 1/4" thick in white cement 1:2 over 3/4" thick cement mortar 1:2 complete.				
	Say. 289 SFT		@ Rs.27678.86	% SFT....	Rs.79992 ./=
15.	White glazed titles 1/4" thick dado jointed in white cement & laid over 1:2 cement sand motar 3/4" thick i/c finishing.				
	Say. 805 SFT		@ Rs.28253.61	% SFT...	Rs.227442/=
16	laying tiles glazed (6"x6"x 1/4") on floor or wall facing in required etc. complete				
	Say. 5417 SFT		@ Rs.30509.77	% SFT...	Rs.1652714/=
17	Providing and laying Cement concert topping (1:2:4)				
(a)	'2" thick 2142 SFT		@ Rs.3275/50	% SFT...	Rs.70161/=
(b)	'3" thick 1365 SFT		@ Rs. 441182	% SFT	Rs. 60221/=
18	Two coats of Bitumen laid hot using 34 Lbs.				
	Say. 2142 SFT		@ Rs. 1887/40	% SFT...	Rs. 40428/=
19	Primary coat of chalk under distemper				
	Say. 25000 SFT		@ Rs. 442.75	% SFT...	Rs. 110688/=
20	Distempering 3 Coats				
	Say. 18000 SFT		@ Rs. 1079.65	% SFT...	Rs. 194337/=
21	Preparing the surface and painting with matt finishing i/c rubbing etc complete				
	Say. 7000 SFT		Say.		7000 SFT
22	Painting door and windows new surface.				
	Say. 3200 SFT		@ Rs. 1160.06	% SFT...	Rs. 37122/=

Sr. No.	ITEM OF WORK	QTY.	RATE	UNIT	AMOUNT
23	Supplying and Fixing in position Aluminum Channels framing etc. complete.				
	Say. 672 SFT	@ Rs. 1647/69		P. SFT...	Rs. 1107248/=
24	Supplying and Fixing in position iron /steel grill of ¼ x ¼ size flat etc complete.				
	Say. 479 SFT	@ Rs. 180/50		P. SFT...	Rs. 86460/=
25	M/F steel grated door G.I sheet 16 gauge thick				
	Say. 72 SFT	@ Rs. 726/72		P. SFT...	Rs. 52324/=
26	Cement raise pointing (1:3).				
	Say. 1185 SFT	@ Rs. 1758/08		% SFT...	Rs. 20833/=
27	Colour washing 3 coats.				
	Say. 3825 SFT	@ Rs. 859/90		% . SFT...	Rs. 32191/=
28	Painting Guard bars gate etc complete 3 coats.				
	Say. 144 SFT	@ Rs. 896/39		% . SFT...	Rs. 1291/=
				TOTAL	Rs. 15424855
				SAY	Rs. 15425000

**ASSISTANT ENGINEER
BUILDINGS SUB-DIVISION
THATTA**

**EXECUTIVE ENGINEER
BUILDINGS DIVISION
THATTA**

"SCHEDULE-B"

(PART "B" W/S AND S/F)

Sr. No.	ITEM OF WORK	QTY.	RATE	UNIT	AMOUNT
01	Providing and Fixing European type white glazed earthen ware wash down w.c pan complete				
	Say.	1 No.	@ Rs. 11477.40	Each	Rs.11477/=
02	Providing and Fixing 22" x 16 " lavatory bason in white glazed earthen ware complete.				
	Say.	5 Nos.	@ Rs. 6237	Each	Rs.31185/=
03	Providing and Fixing orisa type white or colour glazed w.c pan completed.				
	Say.	4 Nos.	@Rs.6166	Each	Rs.2466/=
04	Providing and Fixing steel sinks stainless local make complete.				
	Say.	1 No.	@ Rs. 5712.30	Each	Rs.5712/=
05	P/Fixing 6"x2" or 6"x3" C.I Floor trape of the approved self cleaning.				
	Say.	6 Nos	@ Rs. 1671.58	Each	Rs.10029/=
06	P/Fixing 4" dia C.I. Soil Vent pipe i/c cutting & fitting & extra painting.				
	Say.	100 RFT	@ Rs. 333.29	P. RFT	Rs.33329/=
07	P/Fixing 4" dia C.I Off-set ofvarious length i/c extra-painting.				
	Say.	6 Nos.	@ Rs. 702	Each	Rs.4212/=
08	S/Fixing Cancealled Stop-Cock of superior quality with crystal head ½" dia.				
	Say.	1 No..	@ Rs. 509.74	Each	Rs.510/=
09	S/Fixing Cancealled Tee-Cock of superior quality with C.P head ½" dia				
	Say.	10 Nos.	@ Rs.889.46	Each	Rs.8895/=
10	S/Fixing Long-Bib-Cock of superior quality with C.P head ½" dia				
	Say.	12 Nos.	@ Rs.1384.24	Each	Rs.16611/=
11	S/Fixing Jet-Shower rod of superior quality with C.P head ½" dia.				
	Say.	1 No.	@ Rs.1142.24	Each	Rs.1142.24/=
12	S/Fixing Swan type Piller-Cock of superior quality single with C.P head ½" dia				
	Say.	5 Nos.	@ Rs.877.80	Each	Rs.4389/=
13	Supplying and fixing C. P muslim shower with crystal head etc. complete				
	Say.	1 No.	@ Rs.3432	Each	Rs.3432/=

Sr. No.	ITEM OF WORK	QTY.	RATE	UNIT	AMOUNT
14	Supplying and fixing sink mixture cock superior quality.				
	Say.	1 No.	@ Rs.2745.60	Each	Rs.2746/=
15	P/Fixing 4" dia C.I Off-set of various length i/c extra-painting.				
	Say.	6 Nos.	@ Rs.702	Each	Rs.4212/=
16	P/Fixing in position nylon connection complete with ½" dia.				
	Say.	11 Nos.	@ Rs.447.15	Each	Rs.4919/=
17	P/Fixing 24"x18" beveled edge Mirror of Belgium Glass complete with 1/18" thick hard board & C.P Screw fixed to wooden cleats.				
	Say.	4 Nos.	@ Rs.2376	Each	Rs.9504/=
18	Providing and Fixing handle valves (Chaina)				
i	½ dia	6 Nos.	@ Rs.200.42	Each	Rs.1203/=
ii	¾ dia	6 Nos.	@ Rs. 271.92	Each	Rs. 1632
iii	1" dia	6 Nos.	@ Rs. 365.42	Each	Rs. 2193
19	Providing and Fixing M.S claimps of approved quality				
	Say	20 Nos.	@ Rs. 72.16	Each	Rs. 1443/=
20	Supplying and Fixing bathroom accessories set 7 pieces.				
	Say	1 No.	@ Rs. 10322.40	Each	Rs. 10322/=
21	Proviuding G.I Pipes specials & clamps etc i/c fixing cutting & fitting complete.				
i	½ dia pipe	200 R. FT	@ Rs. 73.21	R. FT	Rs.14642
ii	¾ dia pipe	250 R. FT	@ Rs. 95.79	R.FT	Rs. 23948/
iii	1" dia pipe	300 R. FT	@ Rs. 128.55	R. FT	Rs. 38565/=
22	Providing R.C.C Pipe with collars class "B" & Digging the trenches to required depth.				
	9" dia pipe	200 R.FT	@ Rs. 250.60	P. RFT	Rs. 50120/=
23	Construction of Man-Hold or inspection chamber for the required dia of circular sewer & 3"-6" (1067mm) depth with walls B.B in cement mortar 1:3.				
	Say	6 Nos.	@ Rs. 14748	Each	Rs. 88488/=
24	Providing and Fixing water pumping machine 1.HP 220 volts				
	Say	1 Nos.	@ Rs. 15000	Each	Rs. 15000/=
				Total	4,23,383
				Say	4,23,500

ASSISTANT ENGINEER
BUILDINGS SUB-DIVISION
THATTA


EXECUTIVE ENGINEER
BUILDINGS DIVISION
THATTA

SCHEDULE - B TO BID

***SPECIFIC WORKS DATA**

(To be prepared and incorporated by the Procuring Agency)

**(Note: The Executive Engineer, Buildings Division, shall spell out the information & data required to be filled out by the bidder and to furnish complementary information).*

WORKS TO BE PERFORMED BY SUBCONTRACTORS*

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

Items of Works to be Sub-Contracted	Name and address of sub contractors	Statement of similar works previously executed. (attach evidence)
-------------------------------------	-------------------------------------	-------------------------------------------------------------------

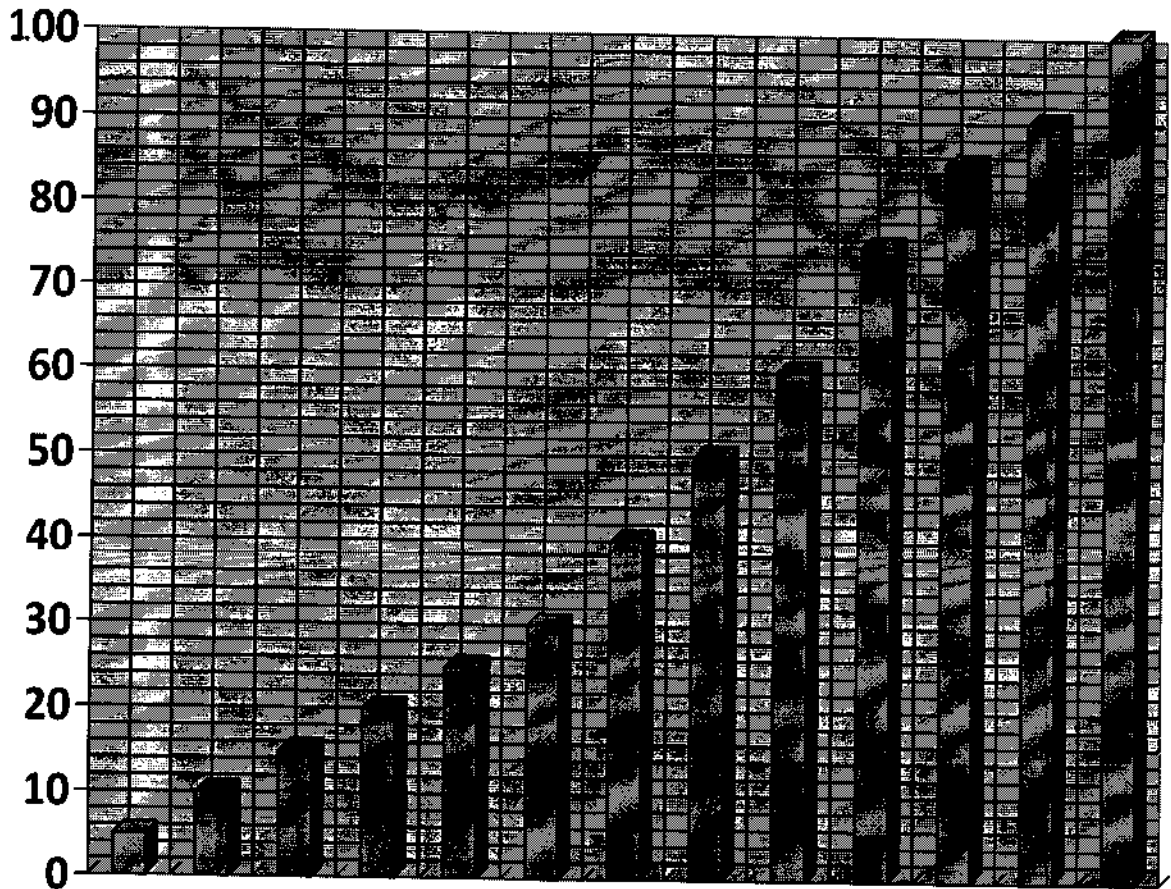
Note:

* The **Executive Engineer, Buildings Division**, 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 **Executive Engineer, Buildings Division**.
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.

(List attached)

- The procedure for installation of equipment and transportation of equipment and materials to the site.

(By own Names as per list at above)

- Organization chart indicating head office & field office personnel involved in management, supervision and engineering of the Works to be done under the Contract.

(Supervision attached)

**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: CONSTRUCTION OF THE OFFICE OF SUPERINTENDING
ENGINEER WORKS & SERVICES DEPARTMENT THATTA

_____ 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.

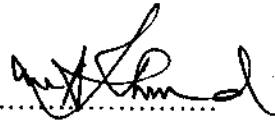
Without limiting the generality of the foregoing, [name of Contractor] represents and warrants that it has fully declared the brokerage, commission, fees etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly 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 **Executive Engineer, Buildings Division, (PA)** except that which has been expressly declared pursuant hereto.

_____ 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.

_____ accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or

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 _____ 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.



[Executive Engineer]

Contractor

Signature _____

Name _____

CONDITIONS OF CONTRACT

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CONDITIONS OF CONTRACT

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CONDITIONS OF CONTRACT

1. GENERAL PROVISIONS

1.1 Definitions

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

The Contract

1.1.1 —Contract means the Contract Agreement and the other documents listed in the contract data.

1.1.2 —Specifications means the document as listed in the Contract Data, including **Executive Engineer, Buildings Division Thatta** 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 **Executive Engineer, Buildings Division Thatta** drawings of the Works as listed in the Contract Data, and any Variation to such drawings.

Persons

1.1.4 **Executive Engineer, Buildings Division Thatta** means the person named in the Contract Data and the legal successors in title to this person, but not (except with the consent of the Contractor) any assignee.

1.1.5 Contractor means the person named in the Contract Data and the legal successors in title to this person, but not (except with the consent of the Procuring Agency) any assignee.

1.1.6 Party means either the **Executive Engineer, Buildings Division Thatta** or the Contractor.

Dates, Times and Periods

1.1.7 Commencement Date means the date fourteen (14) days after the date the Contract comes into effect or any other date named in the Contract Data.

1.1.8 Day means a calendar day

1.1.9 Time for Completion means the time for completing the Works as stated in the Contract Data (or as extended under Sub-Clause 7.3), calculated from the Commencement Date.

Money and Payments

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

Other Definitions

- 1.1.11 Contractor's Equipment means all machinery, apparatus and other things required for the execution of the Works but does not include Materials or Plant intended to form part of the Works.
- 1.1.12 Country means the Islamic Republic of Pakistan.
- 1.1.13 Procuring Agency'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 **Executive Engineer, Buildings Division Thatta** 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/ **Executive Engineer, Buildings Division Thatta** 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 person notified by the **Executive Engineer, Buildings Division Thatta** to act as Engineer for the purpose of the Contract and named as such in Contract Data.

1.2 Interpretation

Words importing persons or parties shall include firms and 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 language.

1.6 Statutory Obligations

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

2. THE PROCURING AGENCY

2.1 Provision of Site

The Executive Engineer, Buildings Division Thatta shall provide the Site and right of access thereto at the times stated in the Contract Data. Site Investigation Reports are those that were included in the bidding documents and are factual and interpretative reports about the surface and subsurface conditions at the Site.

2.2 Permits etc.

The Executive Engineer, Buildings Division Thatta shall, if requested by the Contractor, assist him in applying for permits, licenses or approvals which are required for the Works.

2.3 Engineer's/Procuring Agency's Instructions

The Contractor shall comply with all instructions given by the Procuring Agency or the Engineer, if notified by the Executive Engineer, Buildings Division Thatta, 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/ Executive Engineer, Buildings Division Thatta shall affect the Contractor's obligations.

3. ENGINEER'S/PROCURING AGENCY'S REPRESENTATIVES

3.1 Authorized Person

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

3.2 Engineer's/ Executive Engineer, Buildings Division Thatta Representative The name and address of Engineer's/ Executive Engineer, Buildings Division Thatta Representative is given in Contract Data. However the Contractor shall be notified by the Engineer/ Executive Engineer, Buildings Division Thatta, the delegated duties and authority before the Commencement of works.

4. THE CONTRACTOR

4.1. General Obligations

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

4.2 Contractor's Representative

The Contractor shall appoint a representative at site on full time basis to supervise the execution of work and to receive instructions on behalf of the Contractor but only after obtaining the consent of the Executive Engineer, Buildings Division Thatta for such appointment which consent shall not be withheld without plausible reason(s) by the Executive Engineer, Buildings Division Thatta. 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 Procuring Agency as aforesaid.

4.3 Subcontracting

The Contractor shall not subcontract the whole of the works. The Contractor shall not subcontract any part of the works without the consent of the Executive Engineer, Buildings Division Thatta.

4.4 Performance Security

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

5. DESIGN BY CONTRACTOR

5.1 Contractor's Design

The Contractor shall carry out design to the extent specified, as referred to in the Contract Data. The Contractor shall promptly submit to the Engineer/ Executive Engineer, Buildings Division Thatta all designs prepared by him, within fourteen (14) days of receipt the Engineer/ Executive Engineer, Buildings Division Thatta shall notify any comments or, if the design submitted is not in accordance with the Contract, shall reject it stating the reasons. The Contractor shall not construct any element of the works designed by him within fourteen (14) days after the design has been submitted to the Engineer/ Executive Engineer, Buildings Division Thatta or which has been rejected. Design that has been rejected shall be promptly amended and re-submitted. The Contractor shall resubmit all designs commented on taking these comments into account as necessary.

5.2 Responsibility for Design

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

6. PROCURING AGENCY'S RISKS

6.1 The Executive Engineer, Buildings Division Thatta Risks

The Executive Engineer, Buildings Division Thatta 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) Ionizing 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 traveling at sonic or supersonic speeds;
- f) Use or occupation by the Executive Engineer, Buildings Division Thatta 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 Procuring Agency's personnel or by others for whom the Procuring Agency is responsible;
- h) A suspension under Sub-Clause 2.3 unless it is attributable to the Contractor's failure; and 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 Executive Engineer, Buildings Division Thatta and accepted by the Procuring Agency.

7. TIME FOR COMPLETION

7.1 Execution of the Works

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

7.2 Programme

Within the time stated in the Contract Data, the Contractor shall submit to the Engineer/ Executive Engineer, Buildings Division Thatta a programme for the Works in the form stated in the Contract Data.

7.3 Extension of Time

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

7.4 Late Completion

If the Contractor fails to complete the Works within the Time for Completion, the Contractor's only liability to the Executive Engineer, Buildings Division Thatta for such failure shall be to pay the amount as liquidity damages stated in the Contract Data for each day for which he fails to complete the Works.

8. TAKING-OVER

8.1 Completion

The Contractor may notify the Engineer/ Executive Engineer, Buildings Division Thatta when he considers that the Works are complete.

8.2 Taking-Over Notice

Within fourteen (14) days of the receipt of the said notice of completion from the Contractor the Executive Engineer, Buildings Division Thatta/Engineer shall either takeover the completed works and issue a Certificate of Completion to that effect or shall notify the Contractor his reasons for not taking-over the works. While issuing the Certificate of Completion as aforesaid, the Executive Engineer, Buildings Division Thatta/Engineer may identify any outstanding items of work which the Contractor shall undertake during the Maintenance 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 Certificate of Completion carry out, at no cost to the **Executive Engineer, Buildings Division Thatta**, 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 **Executive Engineer, Buildings Division Thatta/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 **Executive Engineer, Buildings Division Thatta/Engineer** shall issue a Maintenance Certificate whereupon all obligations of the Contractor under this Contract shall come to an end.

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

9.2 Uncovering and Testing

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

10. VARIATIONS AND CLAIMS

10.1 Right to Vary

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

10.2. Valuation of Variations

Variations shall be valued as follows:

- a) At a lump sum price agreed between the Parties, or
- b) Where appropriate, at rates in the Contract, or
- c) In the absence of appropriate rates, the rates in the Contract shall be used as the basis for valuation, or failing which at appropriate new rates, as may be agreed or which the Engineer/ **Executive Engineer, Buildings Division Thatta** considers appropriate, or.

- d) If the Engineer/ Executive Engineer, Buildings Division Thatta so instructs, at day work rates set out in the Contract Data for which the Contractor shall keep records of hours of labour and Contractor's Equipment, and of Materials, used.

10.3 Changes in the Quantities.

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

10.4 Early Warning

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

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

10.5 Valuation of Claims

If the Contractor incurs Cost as a result of any of the Executive Engineer, Buildings Division Thatta Risks, the Contractor shall be entitled to the amount of such Cost. If as a result of any Procuring Agency's Risk, it is necessary to change the Works, this shall be dealt with as a Variation subject to Contractor's notification for intention of claim to the Engineer/ Executive Engineer, Buildings Division Thatta within fourteen (14) days of the occurrence of cause.

10.6 Variation and Claim Procedure

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

11. CONTRACT PRICE AND PAYMENT

11.1 (a) Terms of Payments

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

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

(b) Valuation of the Works

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

11.2 Monthly Statements

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

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

The Contractor shall submit each month to the Engineer/ **Executive Engineer, Buildings Division Thatta** a statement showing the amounts to which he considers himself entitled.

11.3 Interim Payments

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

11.4 Retention

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

11.5 Final Payment

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

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

11.6 Currency

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

12. DEFAULT

12.1 Defaults by Contractor

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

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

12.2. Defaults by Executive Engineer, Buildings Division Thatta

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

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

12.3 Insolvency

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

12.4 Payment upon Termination

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

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

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

13. RISKS AND RESPONSIBILITIES

13.1 Contractor's Care of the Works

Subject to Sub-Clause 9.1, the Contractor shall take full responsibility for the care of the Works from the Commencement Date until the date of the Executive Engineer, Buildings Division Thatta /Engineer's issuance of Certificate of Completion under Sub-Clause 8.2. Responsibility shall then pass to the Procuring Agency. If any loss or damage happens to the Works during the above period, the Contractor shall rectify such loss or damage so that the Works conform with the Contract.

Unless the loss or damage happens as a result of any of the Executive Engineer, Buildings Division Thatta Risks, the Contractor shall indemnify the Executive Engineer, Buildings Division Thatta, or his agents against all claims loss, damage and expense arising out of the Works.

13.2 Force Majeure

If Force Majeure occurs, the Contractor shall notify the Engineer/ Executive Engineer, Buildings Division Thatta immediately. If necessary, the Contractor may suspend the execution of the Works and, to the extent agreed with the Procuring Agency demobilize the Contractor's Equipment.

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

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

- a) Any sums to which the Contractor is entitled under Sub-Clause 10.4,
- b) The cost of his demobilization, and
- c) Less any sums to which the Procuring Agency is entitled.

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

14. INSURANCE

14.1 Arrangements

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

14.2 Default

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

15. RESOLUTION OF DISPUTES

15.1 Engineer's Decision

If a dispute of any kind whatsoever arises between the **Executive Engineer, Buildings Division Thatta** and the Contractor in connection with the works, the matter in dispute shall, in the first place, be referred in writing to the Engineer, with a copy to the other party. Such reference shall state that it is made pursuant to this Clause. No later than the twenty eight (28) days after the day on which he received such reference, the Engineer shall give notice of his decision to the **Executive Engineer, Buildings Division Thatta** (Superintending Engineer) and the Contractor. Unless the Contract has already been repudiated or terminated, the Contractor shall, in every case, continue to proceed with the work with all due diligence, and the Contractor and the **Executive Engineer, Buildings Division Thatta** (Superintending Engineer) shall give effect forthwith to every such decision of the Engineer unless and until the same shall be revised, as hereinafter provided in an arbitral award.

15.2 Notice of Dissatisfaction

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

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

15.3 Arbitration

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

16 INTEGRITY PACT

16.1 If the Contractor or any of his Sub-Contractors, agents or servants is found to have violated or involved in violation of the Integrity Pact signed by the Contractor as Schedule-F to his Bid, then the Procuring Agency 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 **Executive Engineer, Buildings Division Thatta** 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 Procuring Agency instructs, in the termination notice, to be used for the completion of the works at the risk and cost of the Contractor. Payment upon such termination shall be made under Sub-Clause 12.4, in accordance with Sub-Para (c) thereof, after having deducted the amounts due to the **Executive Engineer, Buildings Division Thatta** under Sub-Para (a) and (c) of this Sub-Clause.

CONTRACT DATA

(Note: Except where otherwise indicated, all Contract Data should be filled in by the Executive Engineer, Buildings Division Thatta prior to issuance of the Bidding Documents.)

Sub-Clauses of
Conditions of Contract

1.1.3 Executive Engineer, Buildings Division Thatta Drawings, if any
(To be listed by the Executive Engineer, Buildings Division Thatta)

1.1.4 The Procuring Agency means
Executive Engineer, Buildings Division Thatta

1.1.5 The Contractor means

1.1.7 Commencement Date means the date of issue of Engineer's Notice to Commence which shall be issued within fourteen (14) days of the signing of the Contract Agreement.

1.1.9 Time for Completion 12- Months.
(The time for completion of the whole of the Works should be assessed by the Executive Engineer, Buildings Division Thatta)

1.1.20 Engineer (mention the name along with the designation including whether he belongs to department or consultant) and other details
Executive Engineer, Buildings Division Thatta.

1.3 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
- (i) _____
- (j) _____

(The Executive Engineer, Buildings Division Thatta may add, in order of priority, such other documents as form part of the Contract. Delete the document, if not applicable)

2.1 Provision of Site: On the Commencement Date

3.1 Authorized person: Assistant Engineer Building Sub-Division Thatta.

3.2 Name and address of Engineer's/ Executive Engineer, Buildings Division Thatta representative Mr. _____

Assistant Engineer Building Sub-Division Thatta.

4.4 Performance Security:

Amount: **Security Deposit 4%**

Validity_____

(Form: As provided under Standard Forms of these Documents)

5.1 Requirements for Contractor's design (if any):

Specification Clause No's_____

7.2 Programme:

Time for submission: Within fourteen (14) days* of the Commencement Date.

Form of Programme: **attached** (Bar Chart/CPM/PERT or other)

7.4- Amount payable due to failure to complete shall be 1% per day up to a maximum of (10%) of sum stated in the Letter of Acceptance (Usually the liquidated damages are set between 0.05 percent and 0.10 percent per day).

7.5 Early Completion

In case of earlier completion of the Work, the Contractor is entitled to be paid bonus up-to limit and at a rate equivalent to 50% of the relevant limit and rate of liquidated damages stated in the contract data.

9.1 Period for remedying defects

15 Days as per under of defects.

10.2 (e) Variation procedurcs:

Day work rates_____

_____ (details)

11.1 Terms of Payments

a) Mobilization Advance

(1) Mobilization Advance up to 10 % of the Contract Price stated in the Letter of Acceptance shall be paid by the **Executive Engineer, Buildings Division Thatta** to the Contractor on the works costing Rs.2.5 million or above on following conditions:

a) On 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 to the **Executive Engineer, Buildings Division Thatta**;

b) Contractor will pay interest on the mobilization advance at the rate of 10% per annum on the advance; and

- c) This Advance including the interest shall be recovered in 5 equal installments from the five (05) R.A bills and in case the number of bills is less than five (05) then 1/5th of the advance inclusive of the interest thereon shall be recovered from each bill and the balance together with interest be recovered from the final bill. It may be insured that there is sufficient amount in the final bill to enable recovery of the Mobilization Advance.

OR

Secured Advance on Materials

- (a) The Contractor shall be entitled to receive from the Executive Engineer, Buildings Division Thatta Secured Advance against an INDENTURE BOND in P W Account Form No. 31(Fin. R. Form No. 2 acceptable to the Procuring Agency of such sum as the Engineer may consider proper in respect of non-perishable materials brought at the Site but not yet incorporated in the Permanent Works provided that:
- (i) The materials are in accordance with the Specifications for the Permanent Works;
 - (ii) Such materials have been delivered to the Site and are properly stored and protected against loss or damage or deterioration to the satisfaction and verification of the Engineer but at the risk and cost of the Contractor;
 - (iii) The Contractor's records of the requirements, orders, receipts and use of materials are kept in a form approved by the Engineer, and such records shall be available for inspection by the Engineer;
 - (iv) The Contractor shall submit with his monthly statement the estimated value of the materials on Site together with such documents as may be required by the Engineer for the purpose of valuation of materials and providing evidence of ownership and payment therefore;
 - (v) Ownership of such materials shall be deemed to vest in the Procuring Agency and these materials shall not be removed from the Site or otherwise disposed of without written permission of the Procuring Agency;
 - (vi) The sum payable for such materials on Site shall not exceed 75 % of the (i) landed cost of imported materials, or (ii) ex-factory / ex-warehouse price of locally manufactured or produced materials, or (iii) market price of stands other materials;
 - (vii) Secured Advance should not be allowed unless & until the previous advance, if any, fully recovered;
 - (viii) Detailed account of advances must be kept in part II of running account bill; and
 - (ix) Secured Advance may be permitted only against materials/quantities anticipated to be consumed / utilized on the work within a period of 3 months from the date of issue of secured advance and definitely not for full quantities of materials for the entire work/contract
- (b) Recovery of Secured Advance:
- i. Secured Advance paid to the Contractor under the above provisions shall be effected from the monthly payments on actual consumption basis, but not later than period specified in the rules not more than three months (even if unutilized); other conditions.

- ii. As recoveries are made the outstanding accounts of the items concerned in Part II should be reduced by making deduction entries in the column; —deduct quantity utilized in work measured since previous bill, equivalent to the quantities of materials used by the contractor on items of work shown as executed in part I of the bill.
- (c) Interim payments: The Contractor shall submit to the Engineer monthly statements of the estimated value of the work completed less the cumulative amount certified previously.
- I. The value of work completed comprises the value of the quantities of the items in the Bill of Quantities completed.
 - II. Value of secured advance on the materials and valuation of variations (if any).
 - III. Engineer may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.
 - IV. Retention money and other advances are to be recovered from the bill submitted by contractor.

11.2 *(a) Valuation of the Works:

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

11.3 Percentage of retention*: five (5%)

11.6 Currency of payment: Pak. Rupees

14.1 Insurances: (Procuring Agency may decide, keeping in view the nature and the scope of the work)

Type of cover

The Works

Amount of cover

The sum stated in the Letter of Acceptance plus fifteen percent (15%)

Type of cover

Contractor's Equipment:

Amount of cover

Full replacement cost

Type of cover

Third Party-injury to persons and damage to property

(The minimum amount of third party insurance should be assessed by the Procuring Agency and entered).

Workers:

Other cover*:

(In each case name of insured is Contractor and Procuring Agency)

14.2 Amount to be recovered

Premium plus _____ percent (____%).

15.3 Arbitration**

Place of Arbitration: _____

* (Procuring Agency to specify as appropriate)

** (It has to be in the Province of Sindh)

STANDARD FORMS

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

S.No: 02

NTT No.XEN(Bldgs:)/TC/G-55/2696 Dated: 28/04/2015

Issued to _____

Vide D.R. No. _____

Dated: _____

C.D No. _____

Dated _____

Bank/Branch: _____

SPPRA BIDDING DOCUMENT

STANDARD FORM OF BIDDING DOCUMENT

FOR

PROCUREMENT OF WORKS

(For Contracts (Small) Amount Rs.2.5 million)

S.No: 012 = Construction of D.C.O Complex Thatta @ Halki
Providing External Development i/c External
W/S Drainage.

Instructions to Bidders/ Procuring Agencies.

General Rules and Directions for the Guidance of Contractors.

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 included as Conditions of Contract and *Contract Data*.

The *Instructions to Bidders* will not be part of the Contract and will cease to have effect once the contract is signed.

1. All work proposed to be executed by contract shall be notified in a form of Notice Inviting Tender (NIT)/Invitation for Bid (IFB) hoisted on website of Authority and Procuring Agency and also in printed media where ever required as per rules.

NIT must state the description of the work, dates, time and place of issuing, submission, opening of bids, completion time, cost of bidding document and bid security either in lump sum or percentage of Estimated Cost/Bid Cost. The interested bidder must have valid NTN also.

2. Content of Bidding Documents must include but not limited to: Conditions of contract, Contract Data, specifications or its reference, Bill of Quantities containing description of items with scheduled/item rates with premium to be filled in form of percentage above/ below or on item rates to be quoted, Form of Agreement and drawings.

3. **Fixed Price Contracts:** The Bid prices and rates are fixed during currency of contract and under no circumstance shall any contractor be entitled to claim enhanced rates for any item in this contract.

4. The Procuring Agency shall have right of rejecting all or any of the tenders as per provisions of SPP Rules 2010.

5. **Conditional Offer:** Any person who submits a tender shall fill up the usual printed form stating at what percentage above or below on the rates specified in Bill of Quantities for items of work to be carried out: he is willing to undertake the work and also quote the rates for those items which are based on market rates. Only one rate of such percentage, on all the Scheduled Rates shall be framed. Tenders, which propose any alternative in the works specified in the said form of invitation to tender or in the time

allowed for carrying out the work, or which contain any other conditions, will be liable to rejection. No printed form of tender shall include a tender for more than one work, but if contractor wish to tender for two or more works, they shall submit a separate tender for each.

The envelope containing the tender documents shall refer the name and number of the work.

6. All works shall be measured by standard instruments according to the rules.
7. Bidders shall provide evidence of their eligibility as and when requested by the Procuring Agency.
8. Any bid received by the Agency after the deadline for submission of bids shall be rejected and returned unopened to the bidder.
9. Prior to the detailed evaluation of bids, the Procuring Agency 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.
10. Bid without bid security of required amount and prescribed form shall be rejected.
11. Bids determined to be substantially responsive shall be checked for any arithmetic errors. Arithmetical errors shall be rectified on the following basis;
 - (A) **In case of schedule rates**, the amount of percentage quoted above or below will be checked and added or subtracted from amount of bill of quantities to arrive the final bid cost.
 - (B) **In case of item rates**, If there is a discrepancy between the unit rate and the total cost that is obtained by multiplying the unit rate and quantity, the unit rate shall prevail and the total cost will be corrected unless in the opinion of the Agency there is an obvious misplacement of the decimal point in the unit rate, in which case the total cost as quoted will govern and the unit rate corrected. If there is a discrepancy between the total bid amount and the sum of total costs, the sum of the total costs shall prevail and the total bid amount shall be corrected.
 - (C) Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.

BIDDING DATA

(This section should be filled in by the Engineer/Procuring Agency before issuance of the Bidding Documents).

- (a). Name of Procuring Agency _____
- (b). Brief Description of Works _____
- (c). Procuring Agency's address:- _____
- (d). Estimated Cost:- _____
- (e). Amount of Bid Security:- _____ (Fill in lump sum amount
or in % age of bid amount /estimated cost, but not exceeding 5%)
- (f). Period of Bid Validity (days):- _____ (Not more than sixty days).
- (g). Security Deposit:- (including bid security):- _____
(in % age of bid amount /estimated cost equal to 10%)
- (h). Percentage, if any, to be deducted from bills :- _____
- (i). Deadline for Submission of Bids along with time :- _____
- (j). Venue, Time, and Date of Bid Opening:- _____
- (k). Time for Completion from written order of commence: - _____
- (L). Liquidity damages:- _____ (0.05 of Estimated Cost or Bid cost
per day of delay, but total not exceeding 10%).
- (m). Deposit Receipt No: Date: Amount: (in words and figures)

(Executive Engineer/Authority issuing bidding document)

Conditions of Contract

Clause -- 1: Commencement & Completion Dates of work. The contractor shall not enter upon or commence any portion or work except with the written authority and instructions of the Engineer-in-charge or of in subordinate-in-charge of the work. Failing such authority the contractor shall have no claim to ask for measurements of or payment for work.

The contractor shall proceed with the works with due expedition and without delay and complete the works in the time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor and shall reckoned from the date on which the order to commence work is given to the contractor. And further to ensure good progress during the execution of the work, contractor shall be bound, in all in which the time allowed for completion of any work exceeds one month, to achieve progress on the prorate basis.

Clause – 2: Liquidated Damages. The contractor shall pay liquidated damages to the Agency at the rate per day stated in the bidding data for each day that the completion date is later than the Intended completion date; the amount of liquidated damage paid by the contractor to the Agency shall not exceed 10 per cent of the contract price. Agency may deduct liquidated damages from payments due to the contractor. Payment of liquidated damages does not affect the contractor's liabilities.

Clause – 3: Termination of the Contract.

- (A) Procuring Agency/Executive Engineer may terminate the contract if either of the following conditions exists:-
- (i) contractor causes a breach of any clause of the Contract;
 - (ii) the progress of any particular portion of the work is unsatisfactory and notice of 10 days has expired;
 - (iii) in the case of abandonment of the work owing to the serious illness or death of the contractor or any other cause.
 - (iv) contractor can also request for termination of contract if a payment certified by the Engineer is not paid to the contractor within 60 days of the date of the submission of the bill;
- (B) The Executive Engineer/Procuring Agency has power to adopt any of the following courses as may deem fit:-
- (i) to forfeit the security deposit available except conditions mentioned at A (iii) and (iv) above;
 - (ii) to finalize the work by measuring the work done by the contractor.

(C) In the event of any of the above courses being adopted by the Executive Engineer/Procuring Agency, the contractor shall have:-

- (i) no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials, or entered into any engagements, or made any advances on account of, or with a view to the execution of the work or the performance of the contract,
- (i) however, the contractor can claim for the work done at site duly certified by the executive engineer in writing regarding the performance of such work and has not been paid.

Procuring Agency/Engineer may invite fresh bids for remaining work.

Clause 4: Possession of the site and claims for compensation for delay. The Engineer shall give possession of all parts of the site to the contractor. If possession of site is not given by the date stated in the contract data, no compensation shall be allowed for any delay caused in starting of the work on account of any acquisition of land, water standing in borrow pits/ compartments or in according sanction to estimates. In such case, either date of commencement will be changed or period of completion is to be extended accordingly.

Clause -5: Extension of Intended Completion Date. The Procuring Agency either at its own initiatives before the date of completion or on desire of the contractor may extend the intended completion date, if an event (which hinders the execution of contract) occurs or a variation order is issued which makes it impossible to complete the work by the intended completion date for such period as he may think necessary or proper. The decision of the Executive Engineer in this matter shall be final; where time has been extended under this or any other clause of this agreement, the date for completion of the work shall be the date fixed by the order giving the extension or by the aggregate of all such orders, made under this agreement.

When time has been extended as aforesaid, it shall continue to be the essence of the contract and all clauses of the contract shall continue to be operative during the extended period.

Clause -6: Specifications. The contractor shall execute the whole and every part of the work in the most substantial and work-man-like manner and both as regards materials and all other matters in strict accordance with the specifications lodged in the office of the Executive Engineer and initialed by the parties, the said specification being a part of the contract. The contractor shall also confirm exactly, fully and faithfully to the designs, drawing, and instructions in writing relating to the work signed by the Engineer-in-charge and lodge in his office and to which the contractor shall be entitled to have access at such office or on the site of work for the purpose of inspection during office hours and the contractor shall, if he so requires, be entitled at his own expense to make or cause to be made copies of the specifications, and of all such designs, drawings, and instructions as aforesaid.

Clause – 7: Payments.

- (A) **Interim/Running Bill.** A bill shall be submitted by the contractor as frequently as the progress of the work may justify for all work executed and not included in any previous bill at least once in a month and the Engineer-in-charge shall take or cause to be taken the requisite measurements for the purpose of having the same verified and the claim, as far as admissible, adjusted, if possible before the expiry of ten days from the presentation of the bill, at any time depute a subordinate to measure up the said work in the presence of the contractor or his authorized agent, whose countersignature to the measurement list will be sufficient to warrant and the Engineer-in-charge may prepare a bill from such list which shall be binding on the contractor in all respects.

The Engineer /Procuring Agency shall pass/certify the amount to be paid to the contractor, which he considers due and payable in respect thereof, subject to deduction of security deposit, advance payment if any made to him and taxes.

All such intermediate payment shall be regarded as payments by way of advance against the final payment only and not as payments for work actually done and completed, and shall not preclude the Engineer-in-charge from recoveries from final bill and rectification of defects and unsatisfactory items of works pointed out to him during defect liability period.

- (B) **The Final Bill.** A bill shall be submitted by the contractor within one month of the date fixed for the completion of the work otherwise Engineer-in-charge's certificate of the measurements and of the total amount payable for the works shall be final and binding on all parties.

Clause – 8: Reduced Rates. In cases where the items of work are not accepted as so completed, the Engineer-in-charge may make payment on account of such items at such reduced rates as he may consider reasonable in the preparation of final or on running account bills with reasons recorded in writing.

Clause – 9: Issuance of Variation and Repeat Orders.

- (A) Agency may issue a Variation Order for procurement of works, physical services from the original contractor to cover any increase or decrease in quantities, including the introduction of new work items that are either due to change of plans, design or alignment to suit actual field conditions, within the general scope and physical boundaries of the contract.
- (B) Contractor shall not perform a variation until the Procuring Agency has authorized the variation in writing subject to the limit not exceeding the contract cost by of 15% on the same conditions in all respects on which he agreed to do them in the

work, and at the same rates, as are specified in the tender for the main work. The contractor has no right to claim for compensation by reason of alterations or curtailment of the work.

- (C) In case the nature of the work in the variation does not correspond with items in the Bill of Quantities, the quotation by the contractor is to be in the form of new rates for the relevant items of work, and if the Engineer-in-charge is satisfied that the rate quoted is within the rate worked out by him on detailed rate analysis, and then only he shall allow him that rate after approval from higher authority.
- (D) The time for the completion of the work shall be extended in the proportion that the additional work bear to the original contract work.
- (E) In case of quantities of work executed result the Initial Contract Price to be exceeded by more than 15%, and then Engineer can adjust the rates for those quantities causing excess the cost of contract beyond 15% after approval of Superintending Engineer.
- (F) **Repeat Order:** Any cumulative variation, beyond the 15% of initial contract amount, shall be subject of another contract to be tendered out if the works are separable from the original contract.

Clause-10: Quality Control.

- (A) **Identifying Defects:** If at any time before the security deposit is refunded to the contractor/during defect liability period mentioned in bid data, the Engineer-in-charge or his subordinate-in-charge of the work may instruct the contractor to uncover and test any part of the works which he considers may have a defect due to use of unsound materials or unskillful workmanship and the contractor has to carry out a test at his own cost irrespective of work already approved or paid.
- (B) **Correction of Defects:** The contractor shall be bound forthwith to rectify or remove and reconstruct the work so specified in whole or in part, as the case may require. The contractor shall correct the notified defect within the Defects Correction Period mentioned in notice.
- (C) **Uncorrected Defects:**
 - (i) In the case of any such failure, the Engineer-in-charge shall give the contractor at least 14 days notice of his intention to use a third party to correct a defect. He may rectify or remove, and re-execute the work or remove and replace the materials or articles complained of as the case may be at the risk and expense in all respects of the contractor.

- (ii) If the Engineer considers that rectification/correction of a defect is not essential and it may be accepted or made use of; it shall be within his discretion to accept the same at such reduced rates as he may fix therefore.

Clause – 11:

- (A) **Inspection of Operations.** The Engineer and his subordinates, shall at all reasonable times have access to the site for supervision and inspection of works under or in course of execution in pursuance of the contract and the contractor shall afford every facility for and every assistance in obtaining the right to such access.
- (B) **Dates for Inspection and Testing.** The Engineer shall give the contractor reasonable notice of the intention of the Engineer-in-charge or his subordinate to visit the work shall have been given to the contractor, then he either himself be present to receive orders and instructions, or have a responsible agent duly accredited in writing present for that purpose, orders given to the contractor's duly authorized agent shall be considered to have the same force an effect as if they had been given to the contractor himself.

Clause – 12: Examination of work before covering up.

- (A) No part of the works shall be covered up or put out of view/beyond the reach without giving notice of not less than five days to the Engineer whenever any such part of the works or foundations is or are ready or about to be ready for examination and the Engineer shall, without delay, unless he considers it unnecessary and advises the contractor accordingly, attend for the purpose of examining and measuring such part of the works or of examining such foundations;
- (B) If any work is covered up or placed beyond the reach of measurement without such notice having been given, the same shall be uncovered at the contractor's expense, and in default thereof no payment or allowance shall be made for such work, or for the materials with which the same was executed.

Clause – 13: Risks. The contractor shall be responsible for all risks of loss of or damage to physical property or facilities or related services at the premises and of personal injury and death which arise during and in consequence of its performance of the contract. If any damage is caused while the work is in progress or become apparent within three months of the grant of the certificate of completion, final or otherwise, the contractor shall make good the same at his own expense, or in default the Engineer may cause the same to be made good by other workmen, and deduct the expenses from retention money lying with the Engineer.

Clause-14: Measures for prevention of fire and safety measures. The contractor shall not set fire to any standing jungle, trees, bush-wood or grass without a written permit from the Executive Engineer. When such permit is given, and also in all cases when destroying, cutting or uprooting trees, bush-wood, grass, etc by fire, the contractor shall take necessary measures to prevent such fire spreading to or otherwise damaging surrounding property. The contractor is responsible for the safety of all its activities including protection of the environment on and off the site. Compensation of all damage done intentionally or unintentionally on or off the site by the contractor's labour shall be paid by him.

Clause-15:Sub-contracting. The contractor shall not subcontract the whole of the works, except where otherwise provided by the contract. The contractor shall not subcontract any part of the works without the prior consent of the Engineer. Any such consent shall not relieve the contractor from any liability or obligation under the contract and he shall be responsible for the acts, defaults and neglects of any subcontractor, his agents, servants or workmen as if these acts, defaults or neglects were those of the contractor, his agents' servants or workmen. The provisions of this contract shall apply to such subcontractor or his employees as if he or it were employees of the contractor.

Clause - 16: Disputes. All disputes arising in connection with the present contract, and which cannot be amicably settled between the parties, , the decision of the Superintending Engineer of the circle/officer/one grade higher to awarding authority shall be final, conclusive and binding on all parties to the contract upon all questions relating to the meaning of the specifications, designs drawings, and instructions, hereinbefore mentioned and as to the quality of workmanship, or materials used on the work or as to any other questions, claim, right, matter, or thing whatsoever in any way arising out of, or relating to the contract design, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works, or the execution, of failure to execute the same, whether arising, during the progress of the work, or after the completion or abandonment thereof.

Clause -17: Site Clearance. On completion of the work, the contractor shall be furnished with a certificate by the Executive Engineer (hereinafter called the Engineer in-charge) of such completion, but neither such certificate shall be given nor shall the work be considered to be complete until the contractor shall have removed all temporary structures and materials brought at site either for use or for operation facilities including cleaning debris and dirt at the site. If the contractor fails to comply with the requirements of this clause then Engineer-in-charge, may at the expense of the contractor remove and dispose of the same as he thinks fit and shall deduct the amount of all expenses so incurred from the contractor's retention money. The contractor shall have no claim in respect of any surplus materials as aforesaid except for any sum actually realized by the sale thereof.

Clause –18: Financial Assistance /Advance Payment.

- (A) **Mobilization advance** is not allowed.
- (B) **Secured Advance against materials brought at site.**
- (i) Secured Advance may be permitted only against imperishable materials/quantities anticipated to be consumed/utilized on the work within a period of three months from the date of issue of secured advance and definitely not for full quantities of materials for the entire work/contract. The sum payable for such materials on site shall not exceed 75% of the market price of materials;
 - (ii) Recovery of Secured Advance paid to the contractor under the above provisions shall be affected from the monthly payments on actual consumption basis, but not later than period more than three months (even if unutilized).

Clause –19: Recovery as arrears of Land Revenue. Any sum due to the Government by the contractor shall be liable for recovery as arrears of Land Revenue.

Clause –20: Refund of Security Deposit/Retention Money. On completion of the whole of the works (a work should be considered as complete for the purpose of refund of security deposit to a contractor from the last date on which its final measurements are checked by a competent authority, if such check is necessary otherwise from the last date of recording the final measurements), the defects notice period has also passed and the Engineer has certified that all defects notified to the contractor before the end of this period have been corrected, the security deposit lodged by a contractor (in cash or recovered in installments from his bills) shall be refunded to him after the expiry of three months from the date on which the work is completed.

Divisional Accountant

Contractor

Executive Engineer/Procuring Agency

BILL OF QUANTITIES

(A) Description and rate of Items based on Composite Schedule of Rates.

Item No	Quantities	Description of item to be executed at site	Rate	Unit	Amount in Rupees
1	2	3	4	5	6

Schedule 'B' Attached

Amount TOTAL (a)

----- % above/below on the rates of CSR.

Amount to be added/deducted on the basis
Of premium quoted. TOTAL (b)

Total (A) = a+b in words & figures:

Contractor

Executive Engineer/Procuring Agency

(B) Description and rate of Items based on Market (Offered rates)

Item No	Quantities	Description of item to be executed at site	Rate	Unit	Amount in Rupees

Total (B) in words & figures:

Contractor

Executive Engineer/Procuring Agency

Summary of Bill of Quantities.

Cost of Bid

Amount

1. (A) Cost based on Composite Schedule of Rates.

(A) Rs = 236196/- (b) Rs = 316825/-
(c) Rs = 1625463/-

2. (B) Cost based on Non/Offered Schedule of Rates. —

TOTAL COST OF BID (C) = Total (A) + Total (B) Rs.

Contractor


Executive Engineer/Procuring Agency

"SCHEDULE-B"

Name of work:

**CONSTRUCTION OF D.C.O COMPLEX THATTA @ MAKLI
PROVIDING EXTERNAL DEVELOPMENT I/C EXTERNAL
WATER SUPPLY DRAINAGE.**

PART - "A"

Sr. No	ITEM OF WORK	QTY.	RATE	UNIT	AMOUNT
1.	P/Fixing 4" dia C.I. Soil Vent pipe i/c cutting & fitting & extra painting to match the colour of the building.				
	Say. 72 RFT		@ Rs.,333.29	% P. RFT....	Rs.23997/=
2.	P/F xing 4" dia C.I Plain Bend of the required degree i/c extra painting to match the colour of the building.				
	Say. 6 Nos.		@Rs.566.70	EACH	Rs.3400 /=
3	P/Fixing 4"x4" dia C.I Branch of the required degree with access doors rubber washers 3/8" thick & built & nuts & extra painting to match the colour of the building..				
	Say. 6 Nos.		@ Rs.270.60	EACH	Rs.1620/=
4	P/Fixing 4" dia C.I Off-set of various length i/c extra-painting to match the colour of the building.				
	Say. 6 Nos.		@ Rs.702	EACH	Rs.4212/=
5	P/Fixing 3" dia C.I wast and vant Pipe i/c cutting fitting and extra painting to match the colour of the Building.				
	Say. 72 RFT		@ Rs.289.25	% P. RFT	Rs.20826/=
6	P/Fixing 3" dia C.I heel rest bend i/c cutting fitting and extra painting to match the colour of the Building.				
	Say. 6 No.		@ Rs.584.40	% P.CFT....	Rs. 3506/=
7	P/Fixing "3x3x3" dia C.I brench of the required degree with access door bubbur washer 1/8 thick bolts and nuts and extra i/c cutting fitting and extra painting to match the colour of the Building				
	Say. 6 No.		@ Rs.585	% P.CFT....	Rs.3512/=
8	P/Fixing "3" dia C.I bend of the required with access door bubbur washer 1/8 thick bolts and nuts and extra i/c cutting fitting and extra painting to match the colour of the Building				
	Say. 6 No.		@ Rs.508/80	% SFT....	Rs.3053/=

Sr. No	ITEM OF WORK	QTY.	RATE	UNIT	AMOUNT
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9	Construction of Man-Hold or inspection chamber for the required dia of circular sewer & 3"-6" (1067mm) depth with walls B.B in cement mortar 1:3 cement plaster 1:3 ½" thick inside of walls & 1" (25mm)thick over benching & channels i/c fixing C.I Manhole cover with frame of clear opening 1-1/2"x1-1/2" (457x457)mm of 1.75 Cwt (88.99kg) embedded in plain C.C 1:2:4 & fixing 1" (25mm) dia M.S steps 6" (150mm) wide projection 4" (102mm) from the face of wall @ 12"(305mm)C/C Dully painted etc complete as per specification P.H.C.S.Z (Note: (S.I. NO:1/P-46).	Say. 8 No.	@ Rs.14748	Each	Rs.117984/=
10	F/Fixing M.S Clamps of the approved design to 4" dia c.i pipe socket i.c the cost of cutting & making good to wal on M.S bolts & nuts 4" into wall i/c pipe distance pieces extra painting to match the colour of the building. (S.I.No:2/P-9).	Say. 36 No.	@ Rs.72.16	Each	Rs. 2598/=
11	Proviuding G.I Pipes specials & clamps etc i/c fixing cutting & fitting complete with & i/c he cost of breaking through wall & roof making good etc painting 2-coats after cleaning the pipe with white zink paint with pigment to match the colour of the building & testing water to a pressure head of 200 ft: & handling.(S.I. NO: 1/P-12)				
	a) 1" DIA	202.	@ Rs.128/55	P. RFT	Rs. 25970/=
	b) 3/4" DIA	168	95/79	P.RFT	Rs. 16093/=
12	F/Fixing HANDLE VALVES (CHINA). (S.I. NO.5/P-17).				
	b) 3/4"DIA	3 Nos	@271.92	EACH	Rs. 816/=
	c)1" DIA	3 Nos	@365.42	EACH	Rs. 1096/=
13	F/Fixing 3" dia C.I Terminal guard i/c extra painting to match the colour of the building. (S.I NO: 23/P-11).	Say 12 Nos.	@342/70	EACH	Rs. 4112/=

Total Rs.236196/=
Say.

ASSISTANT ENGINEER
BUILDINGS SUB-DIVISION
THATTA


EXECUTIVE ENGINEER
BUILDINGS DIVISION
THATTA

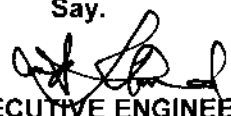
"PART-B"

Sr. No.	ITEM OF WORK	QTY.	RATE	UNIT	AMOUNT
1.	Excavation in hard rock requiring blast but Blasting prohibited and disposal of excavated material upto 50 H lead i/c dressing and leveling to designed Section etc.				
	Say. 1776 CFT		@ Rs. 25936	% 0. CFT....	Rs.46062/=
2.	Cement concrete brick or stone ballaste 1 1/2" to 2" guage ratio 1:5::10(S.I.NO:4/P-14).				
	Say. 178 SFT		@Rs.8694/95	% CFT....	Rs. 15477/=
3	C/R, Masonery in foundation in 1:6.				
	Say. 594 CFT		@ Rs.25321	% CFT....	Rs.150407/=
4	Cement plaster 1:6 upto 20" hieght 1/2" thick (S.I No: 13/P-51)				
	Say. 360 SFT		@ Rs.2206/60	% SFT....	Rs.7944/=
5	Cement plaster 1:4 upto 20 height 3/8" thick (S.I No: 11/P-51)				
	Say. 360 SFT		@ Rs.2197/52	% SFT....	Rs.7911/=
6	R.C.C work i/c all labour and material expt the cost of steel reinforcement for cement concrete i/c cutting bending which will be paid separately. This ratel also i/call kinds of moulds lifting shuttering curing rendering in finishing the exposed surface a) R.C.C work in roof slab beams columns raft lintels & other structural members laid in situ in position complete ratio 1:2:4				
	Say. 159 CFT		@ Rs.337	% P.CFT....	Rs.53583/=
7	Fabrication of mild steel reinforcement for bending cutting binding & laying making joints & fastening i/c cost of binding wire & also i/c removal of rust from pars.				
	Say. 159 CFT		@ Rs.4820	% P.CFT....	Rs.34175/=
8	Cement pointing raised 1:3				
	Say. 72 SFT		@ Rs.1758/08	% SFT....	Rs.1266/=

Total Rs.316825/=

Say.

ASSISTANT ENGINEER
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THATTA


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PART "C"

Sr. No.	ITEM OF WORK	QTY.	RATE	UNIT	AMOUNT
1.	Cement concrete brick or stone ballaste 1 1/2" to 2" guage ratio 1:5::10(S.I.NO:4/P-14).				
	Say. 6000 CFT		@ Rs. 8694.25	% P. CFT....	Rs.521697/=
2.	P/L 3" Thick TOPPING cement concrete (1:2:4) i/c surface finishing & devising into panels. (S.I. No: 16/P-41)				
	Say. 12000 SFT		@Rs.4411.32	% P. SFT....	Rs. 529358/=
3	Making wooden stair case complete 2" to 3" wide frame 1 1/2 thick planks of deodar wood 1 st class i/c hand rails (S.I No. 41 (a) P/63).				
	Say. 40 RFT		@ Rs.3400/34	% P. RFT....	Rs. 136014/=
4	P/laying" HALA" or patren tiles glazed (6" x6" x 1/4")on floor or wall facing in required patren of STILE specification jointed in white cement & pigment over a base of 1:2 grey cement mortar 3/4" thick I/C washing & filling of joints with sulury of white cements and pigment in desire shape whit finishing cleaning and cost of wax polish etc complete i/c cutting tiles to proper profile (S.I NO: 61/P 47)				
	Say. 920 SFT		@ Rs.47651.56	% SFT....	Rs.438394/=

Total Rs.1625463/=

Say.

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