



SPPRA BIDDING DOCUMENTS



STANDARD BIDDING DOCUMENTS PROCUREMENT OF WORKS

(For Contractors Costing up to Rs: 50 Million & above)

Name of Work:- (ADP# 1174)Construction of Village Road Bridge along Sangi Distry at RD-104 Village Dilawar Shar near Haroon Khan Shar, Construction of Village Road Bridge along Mithlani Distry at RD-51 and Let Minor RD-41, Construction of Cement Concert Lining along Darbello Distry from RD-21 to RD-27.

Issue to Mr./Ms. _____

And Charged Rs 4000 /=-

Vide D.R No. _____ dated: / /2015

Executive Engineer
Rohri Division (Kandiaro)

BIDDING DATA

- (a) Name of Procuring Agency Executive Engineer Rohri Division Kandiaro
- (b) Brief Description of work:
(ADP# 1174) Construction of Village Road Bridge along Sangi Distry at RD-104 Village Dilawar Shar near Haroon Khan Shar, Construction of Village Road Bridge along Mithiani Distry at RD-51 and Let Minor RD-41, Construction of Cement Concert Lining along Darbello Distry from RD-21 to RD-27.
- (c) Procuring Agency Address: Executive Engineer Rohri Division Kandiaro
First class inspection Bungalow near national highway, *Kandiaro*
- (d) Estimate Cost: 41151180
- (e) Amount of Bidding Security: 823024 (2% estimate cost)
- (f) Period of Bid Validity (Days): 06 months
- (g) Security Deposit (i/c bid Security) at ~~5~~⁷% of Bid price (i/c bid Security)
- (h) Percentage, if any, to be deducted from bills: 7.5% Income tax
- (i) Deadline for submission of bids along with time 14 Hours
- (j) Venue, time and date of bid opening 12.06.2015 (at 15.00 Hours) at office of Superintending Engineer Rohri Canal Circle Hyderabad
- (k) Time for completion from written order of commence: 06 Months
- (i) Liquidity Damages _____

CD No. _____ Amount _____ date ____ / ____ /2015 Bank _____

EXECUTIVE ENGINEER
ROHRI DIVISION
KANDIARO

SCHEDULE OF PRICES SUMMARY OF BID PRICES

Name of works: (ADP# 1174) Construction of Village Road Bridge along Sangi Distry at RD-104 Village Dilawar Shar near Haroon Khan Shar, Construction of Village Road Bridge along Mithani Distry at RD-51 and Let Minor RD-41, Construction of Cement Concert Lining along Darbello Distry from RD-21 to RD-27.

Bill of Qty:	Description	Total Amount/No.
Part (A)	CONSTRUCTING OF VILLAGE ROAD BRIDGE ON SANGI DISTRY RD 104 VILLAGE DILAWAR SHAR NEAR HAROON SHAR.	1499787
Part (E)	CONSTRUCTION OF ROAD BRIDGE @ RD-51 ALONG MITHANI DISTRY (MITHANI TO NAUSHAHRO FEROZE).	6807241
Part (C)	CONSTRUCTING ROAD BRIDGE ALONG LET MINOR RD 41+00	1412591
Part (D)	CEMENT CONCERT LINING ALONG DARBELLO DISTRY FROM RD-21+00 TO RD-27+00	25145173
	Total =	34864792
		(-) <u>7312118</u>
Add	% above /below expect item No.11 part(A), item No.15 part(B) item No.12 part(C) item No.2 part (D).	27552674

**EXECUTIVE ENGINEER
ROHRI DIVISION KANDIARO**

**NAME OF WORK: CONSTRUCTING OF VILLAGE ROAD BRIDGE ON SANGI DISTRY RD 104
VILLAGE DILAWAR SHAR NEAR HAROON SHAR.**

BILL OF QUANTITY

QUANTITY	ITEM	RATE	UNIT	AMOUNT
5625 Cft.	01 Excavation in foundation of building bridges and other structures including dagbelling dressing refilling around structure with excavated earth watering and ramming lead up to 5 ft. (b) In ordinary soil (P-4 / I-18b)	3176/25	%Cft.	17866
966 Sft.	02 Preparing, watering and ramming surface for laying concrete (for head works only). Horizontal floor (P-18/I-18(a))	228/09	%Sft.	2203
382 Sft.	03 Erection and removal of centering for R.C.C or plain cement concert work of (b) Partial wood (vertical) (P-18 / I-19b1)	3588/48	%Sft.	13708
966 Cft.	04 Cement concrete bricks or stone ballast 1 1/2" to 2" gauge Ratio 1:4:8 (P-15/I-4(b))	9416/28	%Cft.	90961
924 Cft.	05 Cement concrete plain including placing compacting, finishing and curing, complete (including screening and washing of stone aggregate without shuttering). (h)Ration 1:3:6 (P-16/I-5(h))	12595/00	%Cft.	116378
1370 Cft.	06 Reinforcement cement concrete work i/c all labour and material except the cost of steel reinforcement and its labour for its bending & which will be paid separately, this rate also i/c all kinds of form moulds lifting shuttering curing rendering and finishing the exposed surface and washing of shingle) a) RCC work in roof, slab, beams, column rafts, limits and other structural members laid in situ or pre-cast laid in position completed in all respects Ratio (1:2:4) 90 LBS (P-17 / I-6(a)) Cement 2 cft sand 4 cft shingle 1/8" to 1/4" Gauge.	337/00	P/Cft.	461690
73.393 Cwt.	07 Fabrication of mild steel reinforcement for cement concrete i/c cutting bending, laying in position making joints and fastenings i/c cost of binding wire (also includes removal of rust from bars)using tor bars (P-17 / I8(a))	5001/70	P/Cwt.	367090
1269 Cft.	08 Pacca brick work other then building including striking of joints up to 20 ft height in (c) Cement sand mortar Ratio 1:4 P-22 , I-7(c)	12899/70	%Cft.	163697
468 Sft.	09 Cement Plaster 1:2 upto 12' ht: (c) 3/4" thick P-52 , I-9(c)	3056/62	%Cft.	14305

33600 Cft.	10	Barrow pit excavation undressed lead upto 100' Ft. (a) Ordinary Soil. P-1, I-3(a)	2117/50	%0Cft.	71148
33600 Cft.	11	Carriage of 100 Cft./5 tons of all material like tone aggregate spwal coal line Surkhi etc. BG Rails fastening points and crossing Bridges and Girders pipes sheets, rails M.S Bar etc are 1000 Nos. bricks 10"x5"x3" are 1000 Nos. Tiles 12"x6"x2" are 150 Cft. of timber of 1000 mounds of fuel wood by Trucks or any other means owned by Contractor 5 miles. P-1, I-1	502/52	%Cft.	168847
33600 Cft.	12	Earthwork compaction soft ordinary or hard soil (b) laying earth in 6" layers leveling, dressing, watering for compaction etc. complete. P-3, I-13(b)	354/00	%0Cft.	11894
TOTAL:					1499787
Note: No Premium will be allowed on item No. 11					

CONTRACTOR

**EXECUTIVE ENGINEER
ROHRI DIVISION KANDIARO**

**NAME OF WORK:- CONSTRUCTION OF ROAD BRIDGE @ RD-51 ALONG MITHANI
DISTRY (MITHANI TO NAUSHAHRO FERZE).**

BILL OF QUANTITY

QUANTITY		ITEM	RATE	UNIT	AMOUNT
4404 Cft.	01	Dismantling brick work in lime or cement mortar (P-10 / I-13)	1285/63	%Cft.	56619
1560 Cft.	02	Dismantling cement concrete reinforcement separating reinforcement from the concrete cleaning and strengthening the same. (P-10/I-20)	5445/00	%Cft.	84942
1200 Cft.	03	Dismantling cement concrete 1:3:6 (P-10 / I-19(b))	1306/80	%Cft.	15682
8736 Cft.	04	Excavation in foundation of building bridges and other structures including dagbelling dressing refilling around structure with excavated earth watering and ramming lead up to 5 ft. (b) In ordinary soil (P-4 / I-18(a))	3176/25	%0Cft.	27748
2040 Sft	05	Preparing, watering and ramming surface for laying concrete (for head works only). Horizontal floor (P-18/I-19(b))	228/09	%Sft.	4653
539 Sft	06	Erection and removal of centering for R.C.C or plain cement concert work of (b) Partal wood (vertical) (P-4 / I-18b)	3588/48	%Sft.	19342
2015 Cft	07	Cement concrete bricks or stone ballast 1 1/2" to 2" gauge Ratio 1:3:6 (P-15/I-4(a))	10770/93	%Cft.	217034
1964 Cft	08	Cement concrete plain including placing compacting, finishing and curing, complete (including screening and washing of stone aggregate without shuttering). (h)Ration 1:3:6 (P-16/I-6(a))	12595/00	%Cft.	247366

3356 Cft	09	Reinforcement cement concrete work i/c all labour and material except the cost of steel reinforcement and its labour for its bending & which will be paid separately, this rate also i/c all kinds of form moulds lifting shuttering curing rendering and finishing the exposed surface and washing of shingle) Ratio1:2:4 a) RCC work in roof, slab, beams, column rafts, limits and other structural members laid in situ or pre-cast laid in position completed in all respects. (P-17 / I-6(a))	337/00	P/Cft.	1130972
209.750 Cwt.	10	Fabrication of mild steel reinforcement for cement concrete i/c cutting bending, laying in position making joints and fastenings i/c cost of binding wire (also includes removal of rust from bars using tor bars (P-17 / I8(b))	5001/70	P/Cwt.	1049107
938 Sft	11	Cement Plaster 1:2 upto 12' ht: (c) 3/4" thick (P-52 / I-9(e))	3056/62	% Sft	28671
955 Cft	12	Cement concrete plain including placing compacting, finishing and curing, complete (including screening and washing of stone aggregate without shuttering) (f)Ratio 1:2:4 (P-16 , I-5(f))	14429/25	% Cft	137799
3077 Cft	13	Pacca brick work other then building including striking of joints up to 20 ft height in (c) Cement sand mortar Ratio 1:4 (P-22 , I-7(c))	12899/70	% Cft	396924
452250 Cft	14	Barrow pit excavation undressed lead upto 100' Ft. (a) Ordinary Soil. (P-1 / I-3(a))	2117/50	0%Cft.	957639
452250 Cft.	15	Carriage of 100 Cft./5 tons of all material like tone aggregate spal coal line Surkhi etc. BG Rails fastening points and crossing Bridges and Girders pipes sheets, rails M.S Bar etc are 1000 Nos. bricks 10"x5"x3" are 1000 Nos. Tiles 12"x6"x2" are 150 Cft. of timber of 1000 mounds of fuel wood by Trucks or any other means owned by Contractor 2 miles. (P-1 / I-1) schedule of carriage	502/52	%Cft.	2272647

452250 Cft.	16	Earth work compaction soft ordinary or hard soil. (b) Laying earth in 6" layers leveling and dressing and watering for compaction etc complete. (P-3 / I-13(b))	354/00	%0 Cft	160096
				TOTAL:	6807241
<i>Note: No Premium will be allowed on item No. 15</i>					

CONTRACTOR

EXECUTIVE ENGINEER
ROHRI DIVISION KANDIARO

NAME OF WORK:- CONSTRUCTING ROAD BRIDGE ALONG LET MINOR RD 41+00**BILL OF QUANTITY**

QTY:		ITEM OF WORK	RATE	UNIT	AMOUNT
4176 Cft	1	Excavation in foundation of building bridges and other structures including dag-belling dressing rifling around structure with excavated earth watering and ramming lead up to 5 ft. (b) in ordinary soil (P-5/I-18b)	3176/25	%0 Cft	13264
432 Sft	2	Preparing and watering and ramming surface for laying concrete (for head works only). Horizontal floor (P-18/I-18a)	228/09	% Sft	985
82 Sft.	3	Erection and removal of centering RCC or plain cement concrete works of Deodar wood (2 nd class). For partial wood (ii)vertical (P-18/I-19a(ii))	3127/41	% Sft	2564
414 Cft	4	Cement concrete brick or stone ballast 1 1/2" to 2" gauge ratio 1:3:6 (P-15/I-4b)	10770/93	% Cft	44592
414 Cft.	5	Cement concrete plain including placing compacting , finishing and curing , complete (including screening and washing of stone aggregate without shuttering) (h)Ration 1:3:6	12595/00	% Cft.	52143
1292 Sft.	6	Reinforcement cement concrete work i/c all labour and material except the cost of steel reinforcement and its labour for its bending & which will be paid separately, this rate also i/c all kinds of form moulds lifting shuttering curing rendering and finishing the exposed surface and washing of shingle) 1:2:4 a) RCC work in roof, slab, beams, column rafts, limits and other structural members laid in situ or pre-cast laid in position completed in all respects.(1) Ratio (1:2:4) 90 LBS Cement concrete 2 cft sand 4 cft shingle 1/8" to 1/4 gauge. (P# 1 I-6(a))	337/00	P/Cft.	435404
80.75 Cwt.	7	Fabrication of mild steel reinforcement for cement concrete including cutting bending laying in position making joints and fastenings i/c cost of binding wire (also i/c removal of rust from bars using Tar bar . (P-17/I-8b)	5001/70	P/Cwt	403887

2550 Sft.	8	Pacca brick work other than building including striking of joints up to 20 ft height in Cement, sand mortar. Ratio 1:4 (P-21/I-7id)	12899/70	%Cft.	328942
456 Sft.	9	Cement Plaster 1:2 upto 12' ht: (c) ¾" thick (P-52 / I-9(e))	3056/62	%Sft.	13938
468.58Cft.	10	Cement concrete plain including placing compacting, finishing and curing, complete (including screening and washing of stone aggregate without shuttering). (h)Ration 1:2:4 (P-16/I-05f)	14429/25	%Cft.	67613
6720 Cft	11	Borrow pit Excavation undressed lead up to 100 ft. (a) ordinary soil (P-1/I-3a)	2117/50	%0Cft.	14230
6720 Cft	12	Carriage of 100 cft /5 tons o all material like stone aggregate. Sprawls, coal lime surkhi etc. B.G rail fastening rails & crossing bridge, girders pipes, sheets rail M.S Bar etc. or 1000 Nos. bricks 9"x4 ½" "x3" or 1000 Nos. tiles 12:x6x2: or 150 cft. Of timber or 100 (mounds of fuel would by trucks or any other means owned by the contractor (carriage of earth 2 mile). (P-1/I-1a) Sch: of Cartage	502/52	% Cft	33769
6720 Cft	13	Dressing & Leveling Dressing & Leveling of earthwork to designed section etc. complete. (b) Ordinary or hard soil.	187/-	%0 Cft.	1260
				Total Rs.	1412591
Note: No Premium will be allowed on item No. 12					

CONTRACTOR

**EXECUTIVE ENGINEER,
ROHRI DIVISION KANDIARO**

NAME OF WORK:- CEMENT CONCERT LINING ALONG DARBELLO DISTRY FROM RD-20+00 TO RD-27+00

BILL OF QUANTITY

QUANTITY	ITEM	RATE	UNIT	AMOUNT
962520 Cft.	01 Barrow pits excavation undressed lead upto 100' Ft. (a) Ordinary soil. P-1, I-3(a)	2117/50	0% Cft.	2038136
962520 Cft.	02 Carriage of 100 Cft./5 tons of all material like tone aggregate spal coal line Surkhi etc. BG Rails fastening points and crossing Bridges and Girders pipes sheets, rails M.S Bar etc are 1000 Nos. bricks 10"x5"x3" are 1000 Nos. Tiles 12"x6"x2" are 150 Cft. of tumber of 1000 munds of fuel wood by Trucks or any other means owned by Contractor 2 miles. P-1, I-5(a)	502/52	% Cft.	4836855
962520 Cft.	03 Earthwork compaction by sheep foot roller & power roller with optimum moisture content for 85% modified AASHO density. P-2, I-7(b) Sch: Highway	1445/58	%0Cft.	1391400
962520 Cft.	04 Earthwork compaction soft ordinary or hard soil (b) laying earth in 6" layers leveling, dressing, watering for compaction etc. complete. P-3, I-13(a)	263/00	0% Cft.	253143
595000 Cft.	05 Earthwork excavation in irrigation channels drains etc. dressed to designed section, grades and profiles excavated material disposed off and dressed within 50' Ft. lead (a) ordinary soil. P-1, I-5(a)	2420/00	0% Cft.	1439900
4525.5 Sft.	06 Erection and removal of centering for R.C.C or plain cement concert work of (b) Devedar wood (Horizontal) 2 nd Class (P-18 / I-19b)	3588/48	%Sft.	162397
184520 Sft.	07 Cement Plaster 1½" thick 1:6 P-74, I-5(b) On Slop	2011/87	%Sft.	3712303

53223.5 Cft	08 Cement concrete plain including placing compacting, finishing and curing, complete (including screening and washing of stone aggregate without shuttering).(h)Ratio 1:2:4 P-16, I-5(f)	14429/25	%Cft.	7680185
202020 Rft.	09 Filling expansion joints, one inch wide with bitumen. P-104, I-52	22/69	P/Rft.	3630854
TOTAL RS.				25145173
Note: No Premium will be allowed on item No. 02				

CONTRACTOR

EXECUTIVE ENGINEER
Rohri Division Kandiaro

INSTRUCTIONS TO BIDDERS

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

A. GENERAL

IB.1 Scope of Bid

- 1.1 Procuring agency as defined in the bidding data hereinafter called "the procuring agency" wishes to receive bids for the construction and completion of works as described in these bidding documents, and summarized in the bidding data hereinafter referred to as the "Works".
- 1.2 The successful bidder will be expected to complete the works within the time specified in Appendix-A to Bid.

IB.2 Source of Funds

- 2.1 Procuring agency has received/allocated/] applied for loan/grant/ Federal/ Provincial/Local Government funds from the source(s) indicated in the bidding data in various currencies towards the cost of the project /scheme specified in the bidding data, and it is intended that part of the proceeds of this loan/grant/funds will be applied to eligible payments under the contract for which these bidding documents are issued.

IB.3 Eligible Bidders

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

Firms and individuals, national or international, may be allowed to bid for any project where international competitive bidding is feasible. Any conditions for participation shall be limited to those that are essential to ensure the bidder's capability to fulfill the contract in question.

- (a) Bidders may be excluded if;
 - (i) as a matter of law or official regulations, commercial relations are prohibited with the bidder's country by the federal government in case of ICB, or
 - (ii) a firm is blacklisted/ debarred by the procuring agency and the matter has been reported to the Authority, subject to Rule 30 of Sindh Public Procurement Rules 2010.

- (b) Government-owned enterprises or institutions may participate only if they can establish that they are;
 - (i) legally and financially autonomous, and
 - (ii) operate under commercial law.

Provided that where government-owned universities or research centers in the country are of a unique and exceptional nature, and their participation is critical to project implementation, they may be allowed to participate; and

Bidders shall include all those contractors who are registered or incorporated in Pakistan, irrespective of the nationality of their owners and professional staff, or

- (c) Bidders are:-
 - (i) pre-qualified with procuring agency for particular project/scheme;
 - (ii) registered with Pakistan Engineering Council in particular category and discipline,
 - (iii) registered with relevant tax authorities (income/sales tax, wherever applicable)

IB.4 One Bid per Bidder

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

IB.5 Cost of Bidding

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

IB.6 Site Visit

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

expenses incurred as a result of such inspection.

B. BIDDING DOCUMENTS

IB.7 Contents of Bidding Documents (SSP RULE 21)

7.1 The bidding documents, in addition to invitation for bids, are those stated below and should be read in conjunction with any addenda issued in accordance with Clause IB.9.

- a. Instructions to Bidders.
- b. Bidding Data.
- c. General Conditions of Contract, Part-I (GCC).
- d. Special Conditions of Contract, Part-II (SCC)
- e. Specifications.
- f. Form of Bid and Appendices to Bid.
- g. Bill of Quantities (Appendix-D to Bid).
- h. Form of Bid Security.
- i. Form of Contract Agreement.
- j. Forms of Performance Security, Mobilization Advance Guarantee, Integrity Pact and Indenture bond for secured advance.
- k. Drawings.

7.2 The bidders are expected to examine carefully the contents of all the above documents. Failure to comply with the requirements of bid submission will be at the bidder's own risk. Pursuant to Clause IB.26, bids which are not substantially responsive to the requirements of the BD will be rejected.

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

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

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

IB.9 Addendum/Modification of Bidding Documents:

9.1 At any time prior to the deadline for submission of bids, the procuring agency may, for any reason, whether at his own initiative or in response to a clarification requested by a interested bidder, modify the bidding documents by issuing addendum.

9.2 Any addendum thus issued shall be part of the bidding documents pursuant to sub-clause IB 7.1 hereof and shall be communicated in writing to all bidders. Interested bidders shall acknowledge receipt of each addendum in writing to the procuring agency.

9.3 To afford bidders reasonable time in which to take an addendum into account in

preparing their bids, the procuring agency may extend the deadline for submission of bids in accordance with IB.20

C. PREPARATION OF BIDS

IB.10 Language of Bid

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

IB.11 Documents Accompanying the Bid

11.1 Each bidder shall:

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

And

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

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

and other pertinent information such as mobilization programme etc;

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

- (a) one of the joint venture partners shall be nominated as being in charge; and

this authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the joint venture partners;

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

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

IB.12 Bid Prices

- 12.1 Unless stated otherwise in the bidding documents, the contract shall be for the whole of the works as described in IB 1.1 hereof, based on the unit rates or prices submitted by the bidder or percentage quoted above or below on the rates of Composite Schedule of Rates (CSR), as the case may be.
- 12.2 The bidders shall fill in rates and prices for all items of the works described in the Bill of Quantities. Items against which no rate or price is entered by a bidder will not be paid for by the procuring agency when executed and shall be deemed to be covered by rates and prices for other items in the Bill of Quantities. In case of Composite Schedule of Rates, if the bidder fails to mention the percentage above or below, it shall be deemed to be at par with the rates of Composite Schedule of Rates.
- 12.3 The bid price submitted by the contractor shall include all rates and prices including

the taxes. All duties, taxes and other levies payable by the contractor under the contract, or for any other cause during the currency of the execution of the work or otherwise specified in the contract as on the date seven days prior to the deadline for submission of bids.

Additional / reduced duties, taxes and levies due to subsequent additions or changes in legislation shall be reimbursed / deducted as per Sub-Clause 13.7 of the General Conditions of Contract Part-I.

- 12.4 The rates and prices quoted by the bidders are subject to adjustment during the performance of the contract in accordance with the provisions of Clause 13.7 of GCC. The bidders shall furnish the prescribed information for the price adjustment formulae in Appendix-C to Bid, and shall submit with their bids such other supporting information as required under the said Clause. Adjustment in prices quoted by bidders shall be allowed as per Sub-Para 4(ii) of Section C of Instructions to bidders and bidding data.

IB.13 Currencies of Bid and Payment

- 13.1 The unit rates and the prices shall be quoted by the bidder entirely in Pak rupees. A bidder expecting to incur expenditures in other currencies for inputs to the works supplied from outside the procuring agency's country (referred to as the "Foreign Currency Requirements") shall indicate the same in Appendix-B to Bid. The proportion of the bid price (excluding Provisional Sums) needed by him for the payment of such Foreign Currency Requirements either (i) entirely in the currency of the bidder's home country or, (ii) at the bidder's option, entirely in Pak rupees provided always that a bidder expecting to incur expenditures in a currency or currencies other than those stated in (i) and (ii) above for a portion of the foreign currency requirements, and wishing to be paid accordingly, shall indicate the respective portions in the bid.
- 13.2 The rates of exchange to be used by the bidder for currency conversion shall be the selling rates published and authorized by the State Bank of Pakistan prevailing on the date, 07 (seven) days prior to the deadline for submission of bids. For the purpose of payments, the exchange rates used in bid preparation shall apply for the duration of the contract.

IB.14 Bid Validity

- 14.1 Bids shall remain valid for the period stipulated in the bidding data from the date of opening of bid specified in clause IB.23.
- 14.2 In exceptional circumstances, prior to expiry of the original, the procuring agency may request the bidders to extend the period of validity for a specified additional period, which shall not be for more than one third of the original period of bid validity. The request and the responses thereto, shall be made in writing. A bidder may refuse the request without the forfeiture of the bid security. In case, a bidder agreed to the request, shall not be required or permitted to modify the bid, but will be required to extend the validity of the bid security for the period of the extension, and in compliance with Clause IB.15 in all respects.

IB.15 Bid Security

- 15.1 Each bidder shall furnish, as part of the bid, a bid security in the amount stipulated in the bidding data in Pak Rupees or an equivalent amount in a freely convertible currency.
- 15.2 The bid security shall be at the option of the bidder, in the form of deposit at call, Pay order or a bank guarantee issued by a Scheduled Bank in Pakistan or from a foreign bank duly counter guaranteed by a Scheduled Bank in Pakistan in favour of the procuring agency, which should commensurate with the bid validity period. The bank guarantee for bid security shall be acceptable in the manner as provided at Annexure BS-1
- 15.3 Any bid not accompanied by an acceptable bid security shall be rejected by the procuring agency as non-responsive.
- 15.4 Bid security shall be released to the unsuccessful bidders once the contract has been signed with the successful bidder or the validity period has expired.
- 15.5 The bid security of the successful bidder shall be returned when the bidder has furnished the required Performance Security and signed the Contract Agreement.
- 15.6 The bid security may be forfeited:
 - (a) if the bidder withdraws his bid except as provided in sub- clause IB 22.1;
 - (b) if the bidder does not accept the correction of his bid price pursuant to sub-clause IB 27.2 hereof; or
 - (c) In the case of successful bidder, if he fails within the specified time limit to:
 - (i) furnish the required Performance Security; or
 - (ii) sign the Contract Agreement.

IE.16 Alternate Proposals/Bids

- 16.1 Each bidder shall submit only one bid either by himself, or as a member of a joint venture, until and unless they have been requested or permitted for alternative bid, then he has to purchase separate bidding documents and alternate bid shall be treated as separate bid.
- 16.2 Alternate proposals are allowed only for procurement of works where technical complexity is involved and more than one designs or technical solutions are being offered. Two stage two envelope bidding procedure will be appropriate when alternate proposal is required.
- 16.3 Alternate bid(s) shall contain (a) relevant design calculations; (b) technical specifications; (c) proposed construction methodology; and (d) any other relevant details / conditions, provided that the total sum entered on the Form of Bid shall be

that which represents complete compliance with the bidding documents.

IB.17 Pre-Bid Meeting

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

IB.18 Format and Signing of Bid

- 18.1 Bidders are particularly directed that the amount entered on the Form of Bid shall be for performing the contract strictly in accordance with the bidding documents.
- 18.2 All appendices to bid are to be properly completed and signed.
- 18.3 Alteration is not to be made neither in the form of bid nor in the Appendices thereto except in filling up the blanks as directed. If any such alterations be made or if these instructions be not fully complied with, the bid may be rejected.
- 18.4 Each bidder shall prepare by filling out the forms without alterations and shall provide an original copy along with photocopies as per the requirement of the procuring agency specified in the bidding data. The original as well as copies of the document shall be clearly marked as "ORIGINAL" and "COPY", as the case may be. If there is any discrepancy between original and copy (ies) then the original shall prevail.
- 18.5 The original and all copies of the bid shall be typed or written in indelible ink (in the case of copies, Photostats are also acceptable) and shall be signed by a person(s) duly authorized to sign on behalf of the bidder pursuant to sub- clause IB 11.1(a) hereof. All pages of the bid shall be initialed and stamped by the person(s) signing the bid.
- 18.6 The bid shall contain no alterations, omissions or additions, except to comply with instructions issued by the procuring agency, or as are necessary to correct errors made by the bidder. Such corrections shall be initialed by the person(s) signing the bid.
- 18.7 Bidders shall indicate in the space provided in the Form of Bid their full and proper

postal addresses at which notices may be legally served on them and to which all correspondence in connection with their bids and the contract is to be sent.

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

D. SUBMISSION OF BIDS

IB.19 Sealing and Marking of Bids

19.1 Each bidder shall submit his bid as under:

- (a) ORIGINAL and ____ COPIES of the bid shall be separately sealed and put in separate envelopes and marked as such.
- (b) The envelopes containing the ORIGINAL and COPIES shall be put in one sealed envelope and addressed as given in sub – clause IB 19.2 hereof.

19.2 The inner and outer envelopes shall:

- (a) be addressed to the procuring agency at the address provided in the bidding data;
- (b) bear the name and identification number of the contract as defined in the bidding data; and
- (c) provide a warning not to open before the time and date for bid opening, as specified in the bidding data.

19.3 In addition to the identification required in sub- clause IB 19.2 hereof, the inner envelope shall indicate the name and postal address of the bidder to enable the bid to be returned unopened in case it is declared “late” pursuant to Clause IB.21

19.4 If the outer envelope is not sealed and marked as above, the procuring agency will assume no responsibility for the misplacement or premature opening of the Bid.

IB.20 Deadline for Submission of Bids

2011 (a) Bids must be received by the procuring agency at the address specified not later than the time and date stipulated in the bidding data,

- (b) Bids with charges payable will not be accepted, nor will arrangements be undertaken to collect the bids from any delivery point other than that specified above. Bidders shall bear all expenses incurred in the preparation and delivery of bids. No claims shall be entertained for refund of such expenses,
- (c) Where delivery of a bid is by mail and the bidder wishes to receive an acknowledgment of receipt of such bid, he shall make a request for such acknowledgment in a separate letter attached to but not included in the sealed bid package,

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

20.2 The Procuring Agency may, at its discretion, extend the deadline for submission of bids by issuing an amendment in accordance with IB 09. In such case, all rights and obligations of the procuring agency and the bidders shall remain the same as mentioned in the original deadline.

IB.21 Late Bids

- (a) any bid received by the procuring agency after the deadline for submission of bids prescribed in to clause IB 20 shall be returned unopened to such bidder.
- (b) delays in the mail, person in transit, or delivery of a bid to the wrong office shall not be accepted as an excuse for failure to deliver a bid at the proper place and time. It shall be the bidder's responsibility to submit the bid in time.

IB.22 Modification, Substitution and Withdrawal of Bids

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

E. BID OPENING AND EVALUATION.

IB.23 Bid Opening

- 23.1 Procuring agency will open the bids, including withdrawals, substitution and modifications made pursuant to Clause IB.22, in the presence of bidders' representatives who choose to attend, at the time, date and location stipulated in the bidding data. The bidders or their representatives who are in attendance shall sign an attendance sheet.
- 23.2 Envelopes marked "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL" shall be opened and read out first. Bids for which an acceptable notice of withdrawal has been submitted pursuant to clause IB.22 shall not be opened.
- 23.3 Procuring agency shall read aloud the name of the bidder, total bid price and price of

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

- 23.4 Procuring Agency shall prepare minutes of the bid opening, including the information disclosed to those present in accordance with the sub-clause IB.23.3.

IB.24 Process to be Confidential. (SPP Rule 53)

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

IB.25 Clarification of Bid (SPP Rule 43)

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

IB.26 Examination of Bids and Determination of Responsiveness

- 26.1 Prior to the detailed evaluation of bids, the 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.
- 26.2 Once found to be fulfilling the eligibility criteria, as mentioned in sub-clause 26.1, the bids of eligible bidders will be evaluated for technical responsiveness as per specification and criteria given in the bidding documents. Technical and financial evaluations may be carried out in accordance with single stage-single one envelope, single stage-two envelopes, two stage or two stage-two envelopes bidding procedures,

depending on the selection procedure adopted by the procuring agency.

26.3 A bid will be considered technically responsive if it (i) has been properly signed; (ii) is accompanied by the required bid security; and (iii) conforms to all the terms, conditions and specifications of the bidding documents, without material deviation or reservation. A material deviation or reservation is one (i) which affect in any substantial way the scope, quality or performance of the works; (ii) which limits in any substantial way, inconsistent with the bidding documents, the procuring agency's rights or the bidder's obligations under the contract; or (iii) adoption/rectification whereof would affect unfairly the competitive position of other bidders presenting substantially responsive bids.

26.4 If a bid has major deviations to the commercial requirements and technical specifications will be considered technically non responsive. As a general rule, major deviations are those that if accepted, would not fulfill the purposes for which the bid is requested, or would prevent a fair comparison or affect the ranking of the bids that are compliant with the bidding documents.

(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.

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

IB.27 Correction of Errors before Financial Evaluation

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

II.28 Financial Evaluation and Comparison of Bids

- 28.1 The procuring agency will evaluate and compare only the Bids determined to be substantially responsive in accordance with clause IB 26.
- 28.2 In evaluating the Bids, the procuring agency will determine for each bid the evaluated bid price by adjusting the bid price as follows:
- (a) making any correction for errors pursuant to clause IB 27;
 - (b) excluding provisional sums (if any), for contingencies in the Summary Bill of Quantities, but including competitively priced Day work; and
 - (c) making an appropriate adjustment for any other acceptable variation or deviation.
- 28.3 The estimated effect of the price adjustment provisions of the conditions of contract, applied over the period of execution of the contract, shall not be taken into account in bid evaluation.
- 28.4 If the bid of the successful bidder is seriously unbalanced in relation to the procuring agency's estimate of the cost of work to be performed under the contract, the procuring agency may require the bidder to produce detailed price analyses for any or all items of the Bill of Quantities to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, the procuring agency may require that the amount of the Performance Security set forth in clause IB.32 be increased at the expense of the successful bidder to a level sufficient to protect the procuring agency against financial loss in the event of default of the successful bidder under the contract.

28.5 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 procuring agency to establish prices at artificial, noncompetitive levels for any wrongful gain;
- (iii) **“Corrupt Practice”** means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful gain;
- (iv) **“Fraudulent Practice”** means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
- (v) **“Obstructive Practice”** means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract or deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements before investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or acts intended to materially impede the exercise of inspection and audit rights provided for under the Rules.

28.6 Evaluation Report (SPP Rule 45)

After the completion of evaluation process, as described in clauses IB 27 and IB 28, the procuring agency shall announce the results of bid evaluation in the form of report (available on the website of the authority) giving reasons for acceptance and rejection of bid. The report shall be hoisted on website of the authority and that of procuring agencies if its website exists and intimated to all bidders at least seven (7) days prior to the award of contract.

F. AWARD OF CONTRACT

IB.29 Award (SPP Rule 49)

- 29.1 Subject to clauses IB 30 and IB 34 and provision of the rule: The procuring agency shall award the contract to the bidder whose bid has been determined to be substantially responsive to the bidding documents, and who has offered the lowest evaluated bid, but not necessarily the lowest submitted price, within the original or extended period of bid validity. Provided that such bidder has been determined to be eligible in accordance with the provisions of clause IB 03 and qualify pursuant to sub-clause IB 29.2.

- 29.2 Procuring agency, at any stage of the bid evaluation, having credible reasons for or having *prima facie* evidence of any deficiency(ies) in contractor's capacities, may require the contractor to provide information concerning their professional, technical, financial, legal or managerial competence whether already pre-qualified or not for the said project.

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

IB.30 Procuring Agency's Right to reject all Bids or Annul/Cancellation the Bidding Process (SPP Rule 25)

Notwithstanding clause IB 29 and provision of the rule: (1) A procuring agency reserves may cancel the bidding process at any time prior to the acceptance of a bid or proposal; (2) The procuring agency shall incur no liability towards bidders solely by virtue of its invoking sub -rule (1); (3) Intimation of the cancellation of bidding process shall be given promptly to all bidders and bid security shall be returned along with such intimation; (4) The procuring agency shall, upon request by any of the bidders, communicate to such bidder, grounds for cancellation of the bidding process, but is not required to justify such grounds.

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

- 31.1 Prior to expiry of the period of bid validity, including extension, prescribed by the procuring agency, the procuring agency shall notify the successful bidder in writing ("Letter of Acceptance") that his bid has been accepted. This letter shall mention the sum which the procuring agency will pay to the contractor in consideration of the execution and completion of the works by the contractor as prescribed by the contract (hereinafter and in the conditions of contract called the "Contract Price").
- 31.2 No negotiation with the bidder having evaluated as lowest responsive or any other bidder shall be permitted, however, procuring agency may hold meetings to clarify any item in the bid evaluation report.
- 31.3 The notification of award and its acceptance by the bidder will constitute the formation of the contract, binding the procuring agency and the bidder till signing of the formal Contract Agreement.
- 31.4 Upon furnishing by the successful bidder of a Performance Security and signing of the contract, the procuring agency will promptly notify the name of the successful bidder to all bidders and return their bid securities accordingly.
- 31.5 Within seven days of the award of contract, procuring agency shall publish on the website of the Authority and on its own website, if such a website exists, the results of the bidding process, identify the bid through procurement identifying numbers, and the following information:

- (1) Evaluation Report;
- (2) Form of Contract and letter of Award;
- (3) Bill of Quantities or Schedule of Requirement.

31.6 Debriefing (SPP Rule 51).

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

IB.32 Performance Security (SPP Rule 39)

- 32.1 The successful bidder shall furnish to the procuring agency a Performance Security in the form of pay order or demand draft or bank guarantee, and the amount stipulated in the bidding data and the Conditions of Contract within a period of 28 days after the receipt of Letter of Acceptance.
- 32.2 Failure of the successful bidder to comply with the requirements of Sub-clause IB.32.1 or clauses IB 33 or IB 35 shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security.
- 32.3 Validity of performance security shall extend at least ninety days beyond the date of completion of contract, or as mentioned in the bidding data to cover defects liability period or maintenance period subject to final acceptance by the procuring agency.

IB.33 Signing of Contract Agreement (SPP Rule 39)

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

Provided that the procuring agency may reduce the maximum time limit for signing of contract, as and when required, and shall be mentioned in the bidding documents.

33.4 Stamp Duty.

The formal Agreement between the Procuring Agency and the successful bidder shall be duly stamped at rate of ---% of bid price (updated from time to time) stated in Letter of Acceptance

IB.34 General Performance of the Bidders

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

IB.35 Integrity Pact (SPP Rule 89)

The bidder shall sign and stamp the Integrity Pact provided at Appendix-L to the bidding documents for all Provincial/Local Government procurement contracts exceeding Rupees ten million. Failure to provide such Integrity Pact shall make the bidder non-responsive.

IB.36 Instructions not Part of Contract

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

IB.37 Arbitration (SPP Rule 34)

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

**Divisional Accounts Officer
Rohri Division Kandiaro**

CONTRACTOR

**Executive Engineer
Rohri Division Kandiaro**

SPPRA BIDDING DOCUMENTS



STANDARD BIDDING DOCUMENTS

PROCUREMENT OF WORKS

(For Contractors Costing up to Rs: 50 Million & above)

Name of Work:- (ADP# 1175) Constructing Stone Pitching along Sehra Branch from RD 31 to 23 Both side 27 to 29 NIP and 36+500 to 40 NIP Side, Constructing Village Road Bridge along Sehra Branch at RD 30, Constructing retaining wall along Sehra Branch RD 4 to 7 B/S, Constructing Stone Pitching along Mehrabpur Branch from RD 29 to 38 Both side, Resectioning and earth work along Kandiaro escape No.1 from RD 0 to 22, Repair / Reconstruction of compound wall of Kandiaro Sub Division-I & II, Constructing Retaining wall along Kandiaro escape No.1 from RD 4 to 7 L/S and Suzuki Jiminy Jeep.

Issue to Mr./Ms. _____

And Charged RS 4000 /=

Vide D.R No. _____ dated: / /2015

BIDDING DATA

- (a) Name of Procuring Agency: Executive Engineer Rohri Division Kandiaro
- (b) Brief Description of work: Constructing Stone Pitching along Sehra Branch from RD 31 to 23 Both side 27 to 29 NIP and 36+500 to 40 NIP Side, Constructing Village Road Bridge along Sehra Branch at RD 30, Constructing retaining wall along Sehra Branch RD 4 to 7 B/S, Constructing Stone Pitching along Mehrabpur Branch from RD 29 to 38 Both side, Resectioning and earth work along Kandiaro escape No.1 from RD 0 to 22 ,Repair / Reconstruction of compound wall of Kandiaro Sub Division-I & II, Constructing Retaining wall along Kandiaro escape No.1 from RD 4 to 7 L/S and Suzuki Jiminy Jeep.
- (c) Procuring Agency Address: Executive Engineer Rohri Division Kandiaro
First class inspection Bungalow near National highway
242027652
- (d) Estimate Cost: 4840553 (2% estimate cost)
- (e) Amount of Bidding Security: 6 Month
- (f) Period of Bid Validity (Days): at 5% of Bid price (i/c bid Security)
- (g) Security Deposit (i/c bid Security): 7.5% Income tax
- (h) Percentage, if any, to be deducted from bills: 14 Hours
- (i) Deadline for submission of bids along with time: 18.06.2015 (at 15.00 Hours) at office of
Superintending Engineer Rohri Canal Circle
Hyderabad
- (j) Venue, time and date of bid opening: 6 Months
- (k) Time for completion from written order of commence:
- (l) Liquidity Damages _____

CD No. _____ Amount _____ date ____/____/2015 Bank _____

**EXECUTIVE ENGINEER
ROHRI DIVISION
KANDIARO**

SCHEDULE OF PRICES SUMMARY OF BID PRICES

Name of works: (ADP# 1175) Constructing Stone Pitching along Sehra Branch from RD 31 to 23 Both side 27 to 29 NIP and 36+500 to 40 NIP Side, Constructing Village Road Bridge along Sehra Branch at RD 30, Constructing retaining wall along Sehra Branch RD 4 to 7 B/S, Constructing Stone Pitching along Mehrabpur Branch from RD 29 to 38 Both side, Resectioning and earth work along Kandiaro escape No.1 from RD 0 to 22 ,Repair / Reconstruction of compound wall of Kandiaro Sub Division-I & II, Constructing Retaining wall along Kandiaro escape No.1 from RD 4 to 7 L/S and Suzuki Jiminy Jeep.

Bill of Qty:	Description	Total Amount Rs.
Part (A)	Constructing Stone Pitching along Sehra Branch from RD 21 to 23 B/S, 27 to 29 NIP, and 36+500 to 40 NIP Side.	19006191
Part (B)	Constructing Stone Pitching along Mehrabpur Branch from RD 29 to 38 B/S.	34401378
Part (C)	Constructing of V.R.B along Sehra Branch @ RD-30+0.	2485035
Part (D)	Re-sectioning and earth work along Kandiaro Escape No-I from RD 0 to 22 B/S.	63389815
Part(E)	Repair/Reconstruction of Compound Wall of Kandiaro Irrigation Sub Division-I & II.	3179338
Part(F)	Constructing Retaining Wall along Sehra Branch from RD 4 to 7 B/S.	45502368
Part(G)	Constructing Retaining Wall along Kandiaro Escape No-I from RD 4 to 7 L/S and Suzuki Jiminy Jeep.	74063527
		Total=
Add % above /below expect item No. 13 part(C), item No.4 part(D) item No.11 part(E) item No.13 part (F) item No.13 part (G).		(-)
		242027652
		11292694
		230734958

**EXECUTIVE ENGINEER
ROHRI DIVISION KANDIARO**

DP # 1:75

Part (A)

NAME OF WORK:- CONSTRUCTING STONE PITCHING ALONG SEHRA BRANCH FROM RD-21 TO 23 BOTH SIDES, 27 TO 29 & 36+500 TO 40 NIP.

BILL OF QUANTITY

QUANTITY		ITEM OF WORK	RATE	UNIT	AMOUNT
56' 801 Cft	1	Excavation in foundation of building bridges and other structures including dagbelling dressing refilling around structure with excavated earth watering and ramming lead up to 5 ft. (b) In ordinary soil (P-4 / I-18b)	3176/25	%0Cft.	1784420
280900 Cft	2	Re-handling of earth work (a) lead up to a shingle throw of kassi, Phawrsh or a shovel (b) Up to a lead of 50 ft (P-2/I-9b)	1058/75	%0 Cft	297403
85500 Cft	3	Stone filling dry hand packed as filling behind retaining walls or in pitching and apron (P-31/I-16)	2684/00	%Cft.	2294820
10412 Cft	4	Coursed rubble masonry hammer dressed. (d) In cement sand mortar, Ratio 1:6 (P-28/I-4diii)	26288/46	%Cft.	2737154
124944 Sft	5	Formation dressing and preparing Sub-Grading (b) on slopes. (P-74 / I-1(b))	453/75	%Sft.	566933
179588 Cft	6	Stone pitching i/c Sub-Base with hammer dressed stone on surface laid in courses i/c carriage of material (P-32 / I-23)	5377/63	%Cft.	9657578
9500 Sft	7	Erection and removal of centering for RCC or plain cement concrete works of Deodar wood (2nd class) (b) For Portal wood (ii)vertical (P-18/I-19b ii)	3127/41	%Sft.	297104
9500 Cft	8	Cement concrete plain including placing compacting finishing and curing complete (including screening and washing at stone aggregate without shuttering (f)Ratio 1:2:4). (P-16/I-5)	14429/25	% Cft	1370779
				Total Rs.	19006191

CONTRACTOR

EXECUTIVE ENGINEER
ROHRI DIVISION KANDIARO

ADP # 1175

Part (B)

**Name of Work:- CONSTRUCTING STONE PITCHING ALONG MEHRABPUR BRANCH
FROM RD 29+0 TO 38+0 BOTH SIDES.**

BILL OF QUANTITY

Quantity		Item of work	Rate	Unit	Amount
547860 Cft	1	Excavation in foundation of building bridges and other structures including dagbelling dressing rifling around structure with excavated earth watering and ramming lead up to 5 ft. (b) in ordinary soil (P-4/I-18-b)	3176/25	%0 Cft	1740140
547860 cft	2	Rehandling of earth work (a) lead up to a shingle throw of kassi, Phawrsh or a =Shovel (b) Up to a lead of 50 ft (P-2/I-9-b)	1058/75	%0 Cft	580047/-
162000 Cft	3	Stone filling dry hand packed as filling behind retaining walls or in pitching and apron. (P-31/I-16)	2684/-	% Cft	4348080/-
18720 Cft	4	Coursed rubble masonry hammer dressed. (d) In cement sand mortar, Ratio 1:6 (P-28/I-4diii)	26288/46	% Cft	4921200/-
260640 Sft	5	Formation dressing and preparing sub grade on slopes (b) on slopes (P-74/I-1 b)	453/75	% Sft	1182654/-
330480 Cft	6	Stone pitching including sub base with hammer dressed stone on surface laid in courses including carriage of material. (P-32/I-23)	5377/63	% Cft	17771992/-
18000Sft	7	Erection and removal of centering for RCC or plain cement concrete works of Deodar wood (2 nd class) (b) (ii)vertical (P-18/I-19b ii)	7000/-	% Sft	1260000/-
18000 Cft	8	Cement concrete plain including placing compacting finishing and curing complete (including screening and washing of stone aggregate without shuttering (f) Ratio 1:2:4) (P-16/I-5)	14429/25	% Cft	2597265/-
				Total Rs.	34401378/-

CONTRACTOR

EXECUTIVE ENGINEER
ROHRI DIVISION KANDIARO

NAME OF WORK:- CONSTRUCTING OF ROAD BRIDGE ALONG SEHRA BRANCH @ RD-30+00**BILL OF QUANTITY**

QUANTITY		ITEM OF WORK	RATE	UNIT	AMOUNT
7040 Cft.	01	Excavation in foundation of building bridges and other structures including dagbelling dressing refilling around structure with excavated earth watering and ramming lead up to 5 ft. (b) In ordinary soil (P-4 / I-18(b))	3176/25	%0Cft.	22361
1408 Sft.	02	Preparing, watering and ramming surface for laying concrete (for head works only). Horizontal floor (P-18/I-18(a))	228/09	%Sft.	3212
668 Sft.	03	Erection and removal of centering for R.C.C or plain cement concert work (b) Portal wood (Horizontal) (P-18 / I-19(b))	3588/48	%Sft.	23971
1408 Cft.	04	Cement concrete bricks or stone ballast 1 1/2" to 2" gauge Ratio 1:4:8 (P-15/I-4(b))	9416/28	%Cft.	132581
1376 cft	05	Cement concrete plain including placing compacting, finishing and curing, complete (including screening and washing of stone aggregate without shuttering). (h)Ration 1:3:6 (P-16/I-5(h))	12595/00	%Cft.	173307
1344 Cft	06	Pacca brick work in foundation and plinth in cement sand mortar 1:4 (P-20/I-4(c))	12501/41	% Cft	168019
1698 Cft	07	Reinforced cement concrete work i/c all labour and material except the cost of steel reinforcement and its labour for its bending & which will be paid separately, this rate also i/c all kinds of form moulds lifting shuttering curing rendering and finishing the exposed surface and washing of shingle) Ratio1:2:4 a) RCC work in roof, slab, beams, column rafts, lintels and other structural members laid in situ or pre-cast laid in position completed in all respects Ratio 1:2:4 90 LBS cement 2cft sand 4cft shingle 1/8" to 1/4" gauge. (P-16 / I-6(a))	337/00	P/Cft.	572226
106.125 Cwt.	08	Fabrication of mild steel reinforcement for cement concrete i/c cutting bending, laying in position making joints and fastenings i/c cost of binding wire (also includes removal of (b) using tar bars (P-17 / I-8(b))	5001/70	P/Cwt.	530805

2303 Cft	09	Pacca brick work other then building including striking of joints up to 20 ft height in (c) Cement sand mortar Ratio 1:4 (P-22 , I-7(c))	12899/70	% Cft	297080
1204 Sft	10	Cement Plaster 1:2 upto 12' ht: (c) ¾" thick (P-52 / I-9(c))	3056/62	% Sft	36802
422 Cft	11	Cement concrete plain including placing compacting, finishing and curing, complete (including screening and washing at stone aggregate without shuttering) (f)Ration 1:2:4 (P-16 , I-5(f))	14429/25	% Cft	60891
32800 Cft	12	Barrow pit excavation undressed lead upto 100' Ft. (a) Ordinary Soil.(P-1 / I-3(a))	2117/50	%Cft.	69454
32800 Cft.	13	Carriage of 100 Cft./5 tons of all material like tone aggregate spwall coal line Surkhi etc. BG Rails fastening points and crossing Bridges and Girders pipes sheets, rails M.S Bar etc are 1000 Nos. bricks 10"x5"x3" are 1000 Nos. Tiles 12"x6"x2" are 150 Cft. of timber of 1000 mounds of fuel wood by Trucks or any other means owned by Contractor 2 miles. (P-1 / I-1)	502/52	%Cft.	164826
51 HOURS	14	Full hire charge of the pumping set per day inclusive of wage of driver and Assistant fuel or electric energy plate forms required for placing pumps etc at lower depths with suction and delivery pipes for pumping out water found at various depths from trenches including the cost of erection and dismantling after the completion of the (ii) higher charges of pumping set of upto 10 HP out water from 20' depth job.(P-76 / I-23) PHED Schedule	2500/00	P/Day	127500
408 Hrs.	15	Note: For working the boyand at hours the following payment shall be made. The higer of the pumping set it self being for 24 hours (1) for a pumping set of upto 10 HP trench.(P-77 / I-23) PHED Schedule	250/00	P/Hour	102000
TOTAL:					2485035
Note: No Premium will be on item No. 13					

CONTRACTOR

EXECUTIVE ENGINEER
ROHRI DIVISION KANDIARO

NAME OF WORK:- RE-SECTIONING & EARTHWORK ALONG KANDIARO ESCAPE # 1

BILL OF QUANTITY

QUANTITY	ITEM OF Work	RATE	UNIT	AMOUNT
9072600 Cft.	01 Earthwork excavation in irrigation channels drains etc. dressed to designed section, grades and profiles excavated material disposed off and dressed within 50' Ft. lead (a) ordinary soil. P-1, I-5(a)	2420/00	%0 Cft.	21955692
27217800 Cft.	02 Re-handling of earthwork. (b) upto a lead of 50' ft. P-2, I-9(b)	1058/75	%0 Cft.	28816846
1733725 Cft.	03 Barrow pits excavation undressed lead upto 100' Ft. (a) Ordinary soil. P-1, I-3(a)	2117/50	% 0Cft.	3607638
1703725 Cft.	04 Carriage of 100 Cft./5 tons of all material like tone aggregate spwall coal line Surkhi etc. BG Rails fastening points and crossing Bridges and Girders pipes sheets, rails M.S Bar etc are 1000 Nos. bricks 10"x5"x3" are 1000 Nos. Tiles 12"x6"x2" are 150 Cft. of timber of 1000 mounds of fuel wood by Trucks or any other means owned by Contractor 2 miles. P-1, I-1(a) Schedule of carriage	502/52	% Cft.	8561559
1703725 Cft.	05 Earthwork compaction soft ordinary or hard soil (b) laying earth in 6" layers levelling, dressing, watering for compaction etc. complete. P-3, I-13(a)	263/00	% 0Cft.	448080
TOTAL RS.				63389815/=
Note: No Premium will be on item No. 4				

CONTRACTOR

EXECUTIVE ENGINEER
Rohri Division Kandiaro

NAME OF WORK:- REPAIR / RE-CONSTRUCTION OF COMPOUND WALL @ KANDIARO IRRIGATION SUB DIVISION-I &II.

BILL OF QUANTITY

QUANTITY	ITEM OF WORK	RATE	UNIT	AMOUNT
5950 Cft.	1 Excavation in foundation of building bridges and other structure i/c deg bellying dressing refilling around structure with excavated earth, watering and ramming lead up to 5' ft. in ordinary soil. Page # 5 , I # 18(b)	3176/25	%0Cft.	18899
1360 Sft.	2 Erection and removal of centering for RCC or plain cement concrete works (2nd class). For Portal wood (ii)vertical (P-18/I-19aii)	3127/41	%Sft.	42533
1360 Cft.	3 Cement concrete plain including placing compacting finishing and curing complete including screening and washing at stone aggregate without shuttering ration (1:3:6) Page # 16 , I # 05(h)	12595/00	% Cft.	171292
2210 Cft.	4 Pacca brick work in foundation and plinth in cement, sand, mortar ratio (1:4) Page # 20 , I # 4(i)	12501/41	% Cft.	276281
4080 Cft.	5 Pacca Brick work in ground floor in Cement, Sand mortar Ratio (1:4) Page # 21 , I # 5i(c)	13227/41	% Cft.	539678
936.4 Cft.	6 R.C.C Work in Roof Slab Beams Columns Rafts Lintel and other structure members laid in situ or pre-cast laying in position complete in all respects. Page # 19 , I # 06 a(i)	337/00	P/Cft.	315567
41.803 Cwt.	7 Fabrication of mild steel reinforcement for cement concrete i/c cutting bending laying in position making the joints and fastenings i/c cost of binding wire (and also includes removal of using tor bars. Page # 17 , I # 8(b)	5001/70	P/Cwt.	209086
15300 Sft.	8 Cement Plaster 1:3 upto ¾" thick upto 12' height Page # 52 , I # 10-(c)	2795/30	%Sft.	427681
15300 Sft.	9 Cement Plaster 1:3 upto ½ " thick upto 12' height. Page # 53 , I # 10-(b)	2344/59	%Sft.	358722

95200 Cft.	10	Barrow pit excavation undressed lead upto 100' Ft. (a) Ordinary Soil. (P-1 / I-3(a)) Page # 1 , I # 3-(a)	2117/50	%0Cft.	201586
95200 Cft.	11	Carriage of 100 Cft./5 tons of all material like tone aggregate spwall coal line Surkhi etc. BG Rails fastening points and crossing Bridges and Girders pipes sheets, rails M.S Bar etc are 1000 Nos. bricks 10"x5"x3" are 1000 Nos. Tiles 12"x6"x2" are 150 Cft. of timber of 1000 mounds of fuel wood by Trucks or any other means owned by Contractor 2 miles. Page # 1 , I # 1(schedule of carriage)	502/52	%Cft.	478399
80.0 Sft.	12	Supplying and fixing special heavy type steel doors for look - ups within angle iron frame of 2-1/2 to 2-1/2 into 3/8 size and shutter of 2" x 2" x 3/8" with 1" dia meter M.S Bars placed at 4" center to center with a separate locking box having size of 12" x 12" of M.Steel sheet embedded in masonry with proper locking arrangement as per approved design including cost of erection of steel gate and fixing masonry wall in cement concert 1:2:4 etc. complete as per instruction of Engineer incharge. Page # 93 , I # 27	930/76	P/Sft.	74460
15300 Sft.	13	White washing (b) 2 Coats Page # 54 , I # 26-(b)	425/84	%Sft.	65154
TOTAL RS.					3179338
Note: No Premium will be on item No. 11					

CONTRACTOR

EXECUTIVE ENGINEER
ROHRI DIVISION KANDIARO

NAME OF WORK:- CONSTRUCTING RETAINING WALL ALONG KANDIARO ESCAP-1
FROM RD-4+00 TO 7+00 L/S.

BILL OF QUANTITY

QTY:	ITEM OF WORK		RATE	UNIT	AMOUNT
180000 Cft	1	Excavation in foundation of building bridges and other structures including dag-belling dressing rifling around structure with excavated earth watering and ramming lead up to 5 ft. (b) in ordinary soil (P-4/I-18b)	3176/25	% Cft	571725
27000 Sft	2	Preparing and watering and ramming surface for laying concrete (for head works only). (a) Horizontal floor (P-18/I-18a)	228/09	% Sft	61584
30000 Sft	3	Erection and removal of centering for RCC or plain cement concrete works of Deodar wood (2 nd class). (ii)vertical (P-18/I-19a(ii))	7000/-	% Sft	2100000
27000 Sft	4	Cement Concrete brick or Stone ballast 1 1/2" to 2" gauge ratio 1:4: 8 (P-15/I-4(b))	9416/28	% Cft	2542396
24000 Cft	5	Cement concrete plain including placing compacting , finishing and curing , complete (including screening and washing of stone aggregate without shuttering)(h)Ration 1:3:6 (P-16/I-5h)	12595/-	% Cft	3022800
25880 Cft	06	Reinforced cement concrete work i/c all labour and material except the cost of steel reinforcement and its labour for its bending & which will be paid separately, this rate also i/c all kinds of forms moulds lifting shuttering curing rendering and finishing the exposed surface i/c Screening and washing of shingle) a) RCC work in roof, slab, beams, column rafts, lintels and other structural members laid in situ or pre-cast laid in position completed in all respects (i) Ratio 1:2:4 90 Lbs cement 2 cft Sand 4 cft Shingle 1/8" to 1/4" gauge (P-16 & 17 / I-6(Gi))	309/78	P/Cft.	8017106
1155.357 Cwt.	07	Fabrication of mild steel reinforcement for cement concrete i/c cutting bending, laying in position making joints and fastenings i/c cost of binding wire (also includes removal of (b)using tar bars (P-17 / I-8(b))	5001/70	P/Cwt.	5778749
18720 Cft	8	Pacca brick work in foundation and plinth in cement sand mortar 1:4 (P-20/I-4(c))	12501/41	% Cft	2340264
115200 Cft	9	Pacca brick work other then building including sticking of joints up to 20 ft height in (c) Cement sand mortar Ratio 1:4 (P-22 , I-7(c))	12899/70	% Cft	14860454

36000 Sft	10	Cement Pointing struck joints on Walls (a) ratio 1:2 (P-53/I-19 (a))	1287/44	% Sft	463478
6750 Cft.	11	Cement concrete plain including placing compacting, finishing and curing, complete (including screening and washing at stone aggregate without shuttering). (f)Ration 1:2:4 (P-16/I-5f)	14429/25	%Cft.	973974
225000 Cft	12	Barrow pit excavation undressed lead upto 100' Ft. (a) Ordinary Soil.(P-1 / I-3(a))	2117/50	%0Cft.	476438
225000 Cft.	13	Carriage of 100 Cft. / 5 tons of all material like tone aggregate spwall coal line Surkhi etc. BG Rails fastening points and crossing Bridges and Girders pipes sheets, rails M.S Bar etc are 1000 Nos. bricks 9"x4 1/2"x3" are 1000 Nos. Tiles 12"x6"x2" are 150 Cft. of timber of 1000 mounds of fuel wood by Trucks or any other means owned by Contractor 1- miles. (P-1 / I-1/ schedule of Carriage)	407/00	%Cft.	915750
225000 Cft.	14	Earthwork compaction soft ordinary or hard soil (b) laying earth in 6" layers leveling, dressing, watering for compaction etc. complete- 3 / I-13(b)	354/00	%0Cft.	79650
128 Day	15	Full hire charge of the pumping set per day inclusive of wage of driver and Assistant fuel or electric energy plate forms required for placing pumps etc at lower depths with suction and delivery pipes for pumping out water found at various depths from trenches including the cost of erection and dismantling after the completion of the (ii) higher charges of pumping set of upto 10 HP out water from 20' depth job.(P-76 / I-23) PHED Schedule	1500/00	P/Day	192000
1024 Hrs.	(iii)	Note: For working the beyond at hours the following payment shall be made. The higher of the pumping set it self being for 24 hours (1) for a pumping set of upto 10 HP trench.(P-77 / I-23) PHED Schedule	250/00	P/Hour	256000
1 Nos	16	Supplying vehicle jiminy Jeep kandiaro irrigation Sub-division-1	2850000	Each	2850000
Total Rs.					45502368/-
Note: No Premium will be allowed on item No.13 & 16					

CONTRACTOR

EXECUTIVE ENGINEER,
ROHRI DIVISION KANDIARO

NAME OF WORK:- CONSTRUCTING RETAINING WALL ALONG SEHRA BRANCH FROM RD-4+00 TO 7+00 B/S.

BILL OF QUANTITY

QTY:	ITEM OF WORK		RATE	UNIT	AMOUNT
240000 Cft	1	Excavation in foundation of building bridges and other structures including dag-belling dressing rifling around structure with excavated earth watering and ramming lead up to 5 ft. (b) in ordinary soil (P-4/l-18b)	3176/25	%0 Cft	762300
48000 Sft	2	Preparing and watering and ramming surface for laying concrete (for head works only). (a) Horizontal floor (P-18/l-18a)	228/09	% Sft	109483
60000 Sft	3	Erection and removal of centering for RCC or plain cement concrete works of Deodar wood (2 nd class).(ii)vertical (P-18/l-19aii)	7000/-	% Sft	4200000
48000 Sft	4	Cement Concrete brick or Stone ballast 1 1/2" to 2" gauge ratio 1:4: 8 (P-15/l-4(b))	9416/28	% Cft	4519814
42000 Cft	5	Cement concrete plain including placing compacting , finishing and curing , complete (including screening and washing of stone aggregate without shuttering)(h)Ration 1:3:6 (P-16/l-5h)	12595/-	% Cft	5289900
57490 Cft	6	Reinforced cement concrete work i/c all labour and material except the cost of steel reinforcement and its labour for its bending & which will be paid separately, this rate also i/c all kinds of forms moulds lifting shuttering curing rendering and finishing the exposed surface i/c Screening and washing of shingle) a) RCC work in roof, slab, beams, column rafts, lintels and other structural members laid in situ or pre-cast laid in position completed in all respects (i) Ratio 1:2:4 90 Lbs cement 2 cft Sand 4 cft Shingle 1/8" to 1/4" gauge (P-16 & 17 / l-6(6i))	309/78	P/Cft.	17809252
2566.518 Cwt.	7	Fabrication of mild steel reinforcement for cement concrete i/c cutting bending, laying in position making joints and fastenings i/c cost of binding wire (also includes removal of (b)using tar bars (P-17 / l-8(b))	5001/70	P/Cwt.	12836953
31680 Cft	8	Pacca brick work in foundation and plinth in cement sand mortar 1:4 (P-20/l-4(c))	12501/41	% Cft	3960447
153216 Cft	9	Pacca brick work other then building including striking of joints up to 20 ft height in (c) Cement sand mortar Ratio 1:4 (P-22 , l-7(c))	12899/70	% Cft	19764404
45600 Sft	10	Cement Pointing struck joints on Walls (a) ratio 1:2 (P-53/l-19 (a))	1287/44	% Sft	587073

13500 Cft.	11	Cement concrete plain including placing compacting, finishing and curing, complete (including screening and washing of stone aggregate without shuttering). (f)Ration 1:2:4 (P-16/I-5f)	14429/25	%Cft.	1947949
288000 Cft	12	Barrow pit excavation undressed lead upto 100' Ft. (a) Ordinary Soil.(P-1 / I-3(a))	2117/50	%0Cft.	609840
288000 Cft.	13	Carriage of 100 Cft / 5 tons of all material like tone aggregate spwall coal line Surkhi etc. BG Rails fastening points and crossing Bridges and Girders pipes sheets, rails M.S Bar etc are 1000 Nos. bricks 9"x4 1/2"x3" are 1000 Nos. Tiles 12"x6"x2" are 150 Cft. of timber of 1000 mounds of fuel wood by Trucks or any other means owned by Contractor 1- mile. (P-1 / I-1/ schedule of Carriage)	407/00	%Cft.	1172160
288000 Cft.	14	Earthwork compaction soft ordinary or hard soil (b) laying earth in 6" layers leveling, dressing, watering for compaction etc. complete. P- 3 / I- 13(b)	354/00	%0Cft.	101952
112 Day	15	(Full hire charge of the pumping set per day inclusive of wage of driver and Assistant fuel or electric energy plate forms required for placing pumps etc at lower depths with suction and delivery pipes for pumping out water found at various depths from trenches including the cost of erection and dismantling after the completion of the (ii) higher charges of pumping set of upto 10 HP out water from 20' depth job.(P-76 / I-23) PHED Schedule	1500/00	P/Day	168000
896 Hrs.	(b)	Note: For working the beyond at hours the following payment shall be made. The higher of the pumping set it self being for 24 hours (1) for a pumping set of upto 10 HP trench.(P-77 / I-23) PHED Schedule	250/00	P/Hour	224000
				Total Rs.	74063527/-
Note: No Premium will be allowed on item No. 13					

**EXECUTIVE ENGINEER,
ROHRI DIVISION KANDIARO**

INSTRUCTIONS TO BIDDERS

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

A. GENERAL

IB.1 Scope of Bid

- 1.1 Procuring agency as defined in the bidding data hereinafter called "the procuring agency" wishes to receive bids for the construction and completion of works as described in these bidding documents, and summarized in the bidding data hereinafter referred to as the "Works".
- 1.2 The successful bidder will be expected to complete the works within the time specified in Appendix-A to Bid.

IB.2 Source of Funds

- 2.1 Procuring agency has received/allocated/] applied for loan/grant/ Federal/ Provincial/Local Government funds from the source(s) indicated in the bidding data in various currencies towards the cost of the project /scheme specified in the bidding data, and it is intended that part of the proceeds of this loan/grant/funds will be applied to eligible payments under the contract for which these bidding documents are issued.

IB.3 Eligible Bidders

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

Firms and individuals, national or international, may be allowed to bid for any project where international competitive bidding is feasible. Any conditions for participation shall be limited to those that are essential to ensure the bidder's capability to fulfill the contract in question.

- (a) Bidders may be excluded if;
 - (i) as a matter of law or official regulations, commercial relations are prohibited with the bidder's country by the federal government in case of ICB, or
 - (ii) a firm is blacklisted/ debarred by the procuring agency and the matter has been reported to the Authority, subject to Rule 30 of Sindh Public Procurement Rules 2010.

- (b) Government-owned enterprises or institutions may participate only if they can establish that they are;
 - (i) legally and financially autonomous, and
 - (ii) operate under commercial law.

Provided that where government-owned universities or research centers in the country are of a unique and exceptional nature, and their participation is critical to project implementation, they may be allowed to participate; and

Bidders shall include all those contractors who are registered or incorporated in Pakistan, irrespective of the nationality of their owners and professional staff, or

- (c) Bidders are:-
 - (i) pre-qualified with procuring agency for particular project/scheme;
 - (ii) registered with Pakistan Engineering Council in particular category and discipline,
 - (iii) registered with relevant tax authorities (income/sales tax, wherever applicable)

IB.4 One Bid per Bidder

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

IB.5 Cost of Bidding

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

IB.6 Site Visit

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

expenses incurred as a result of such inspection.

B. BIDDING DOCUMENTS

IB.7 Contents of Bidding Documents (SSP RULE 21)

7.1 The bidding documents, in addition to invitation for bids, are those stated below and should be read in conjunction with any addenda issued in accordance with Clause IB.9.

- a. Instructions to Bidders.
- b. Bidding Data.
- c. General Conditions of Contract, Part-I (GCC).
- d. Special Conditions of Contract, Part-II (SCC)
- e. Specifications.
- f. Form of Bid and Appendices to Bid.
- g. Bill of Quantities (Appendix-D to Bid).
- h. Form of Bid Security.
- i. Form of Contract Agreement.
- j. Forms of Performance Security, Mobilization Advance Guarantee, Integrity Pact and Indenture bond for secured advance.
- k. Drawings.

7.2 The bidders are expected to examine carefully the contents of all the above documents. Failure to comply with the requirements of bid submission will be at the bidder's own risk. Pursuant to Clause IB.26, bids which are not substantially responsive to the requirements of the BD will be rejected.

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

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

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

IB.9 Addendum/Modification of Bidding Documents:

9. At any time prior to the deadline for submission of bids, the procuring agency may, for any reason, whether at his own initiative or in response to a clarification requested by a interested bidder, modify the bidding documents by issuing addendum.

9.2 Any addendum thus issued shall be part of the bidding documents pursuant to sub-clause IB 7.1 hereof and shall be communicated in writing to all bidders. Interested bidders shall acknowledge receipt of each addendum in writing to the procuring agency.

9.3 To afford bidders reasonable time in which to take an addendum into account in

preparing their bids, the procuring agency may extend the deadline for submission of bids in accordance with IB.20

C. PREPARATION OF BIDS

IB.10 Language of Bid

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

IB.11 Documents Accompanying the Bid

11.1 Each bidder shall:

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

And

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

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

and other pertinent information such as mobilization programme etc;

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

- (a) one of the joint venture partners shall be nominated as being in charge; and

this authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the joint venture partners;

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

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

IB.12 Bid Prices

- 12.1 Unless stated otherwise in the bidding documents, the contract shall be for the whole of the works as described in IB 1.1 hereof, based on the unit rates or prices submitted by the bidder or percentage quoted above or below on the rates of Composite Schedule of Rates (CSR), as the case may be.
- 12.2 The bidders shall fill in rates and prices for all items of the works described in the Bill of Quantities. Items against which no rate or price is entered by a bidder will not be paid for by the procuring agency when executed and shall be deemed to be covered by rates and prices for other items in the Bill of Quantities. In case of Composite Schedule of Rates, if the bidder fails to mention the percentage above or below, it shall be deemed to be at par with the rates of Composite Schedule of Rates.
- 12.3 The bid price submitted by the contractor shall include all rates and prices including

the taxes. All duties, taxes and other levies payable by the contractor under the contract, or for any other cause during the currency of the execution of the work or otherwise specified in the contract as on the date seven days prior to the deadline for submission of bids.

Additional / reduced duties, taxes and levies due to subsequent additions or changes in legislation shall be reimbursed / deducted as per Sub-Clause 13.7 of the General Conditions of Contract Part-I.

- 12.4 The rates and prices quoted by the bidders are subject to adjustment during the performance of the contract in accordance with the provisions of Clause 13.7 of GCC. The bidders shall furnish the prescribed information for the price adjustment formulae in Appendix-C to Bid, and shall submit with their bids such other supporting information as required under the said Clause. Adjustment in prices quoted by bidders shall be allowed as per Sub-Para 4(ii) of Section C of Instructions to bidders and bidding data.

IB.13 Currencies of Bid and Payment

- 13.1 The unit rates and the prices shall be quoted by the bidder entirely in Pak rupees. A bidder expecting to incur expenditures in other currencies for inputs to the works supplied from outside the procuring agency's country (referred to as the "Foreign Currency Requirements") shall indicate the same in Appendix-B to Bid. The proportion of the bid price (excluding Provisional Sums) needed by him for the payment of such Foreign Currency Requirements either (i) entirely in the currency of the bidder's home country or, (ii) at the bidder's option, entirely in Pak rupees provided always that a bidder expecting to incur expenditures in a currency or currencies other than those stated in (i) and (ii) above for a portion of the foreign currency requirements, and wishing to be paid accordingly, shall indicate the respective portions in the bid.
- 13.2 The rates of exchange to be used by the bidder for currency conversion shall be the selling rates published and authorized by the State Bank of Pakistan prevailing on the date, 07 (seven) days prior to the deadline for submission of bids. For the purpose of payments, the exchange rates used in bid preparation shall apply for the duration of the contract.

IE.14 Bid Validity

- 14.1 Bids shall remain valid for the period stipulated in the bidding data from the date of opening of bid specified in clause IB.23.
- 14.2 In exceptional circumstances, prior to expiry of the original, the procuring agency may request the bidders to extend the period of validity for a specified additional period, which shall not be for more than one third of the original period of bid validity. The request and the responses thereto, shall be made in writing. A bidder may refuse the request without the forfeiture of the bid security. In case, a bidder agreed to the request, shall not be required or permitted to modify the bid, but will be required to extend the validity of the bid security for the period of the extension, and in compliance with Clause IB.15 in all respects.

IB.15 Bid Security

- 15.1 Each bidder shall furnish, as part of the bid, a bid security in the amount stipulated in the bidding data in Pak Rupees or an equivalent amount in a freely convertible currency.
- 15.2 The bid security shall be at the option of the bidder, in the form of deposit at call, Pay order or a bank guarantee issued by a Scheduled Bank in Pakistan or from a foreign bank duly counter guaranteed by a Scheduled Bank in Pakistan in favour of the procuring agency, which should commensurate with the bid validity period. The bank guarantee for bid security shall be acceptable in the manner as provided at Annexure BS-1
- 15.3 Any bid not accompanied by an acceptable bid security shall be rejected by the procuring agency as non-responsive.
- 15.4 Bid security shall be released to the unsuccessful bidders once the contract has been signed with the successful bidder or the validity period has expired.
- 15.5 The bid security of the successful bidder shall be returned when the bidder has furnished the required Performance Security and signed the Contract Agreement.
- 15.6 The bid security may be forfeited:
 - (a) if the bidder withdraws his bid except as provided in sub- clause IB 22.1;
 - (b) if the bidder does not accept the correction of his bid price pursuant to sub-clause IB 27.2 hereof; or
 - (c) In the case of successful bidder, if he fails within the specified time limit to:
 - (i) furnish the required Performance Security; or
 - (ii) sign the Contract Agreement.

IB.16 Alternate Proposals/Bids

- 16.1 Each bidder shall submit only one bid either by himself, or as a member of a joint venture, until and unless they have been requested or permitted for alternative bid, then he has to purchase separate bidding documents and alternate bid shall be treated as separate bid.
- 16.2 Alternate proposals are allowed only for procurement of works where technical complexity is involved and more than one designs or technical solutions are being offered. Two stage two envelope bidding procedure will be appropriate when alternate proposal is required.
- 16.3 Alternate bid(s) shall contain (a) relevant design calculations; (b) technical specifications; (c) proposed construction methodology; and (d) any other relevant details / conditions, provided that the total sum entered on the Form of Bid shall be

that which represents complete compliance with the bidding documents.

IB.17 Pre-Bid Meeting

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

IB.18 Format and Signing of Bid

- 18.1 Bidders are particularly directed that the amount entered on the Form of Bid shall be for performing the contract strictly in accordance with the bidding documents.
- 18.2 All appendices to bid are to be properly completed and signed.
- 18.3 Alteration is not to be made neither in the form of bid nor in the Appendices thereto except in filling up the blanks as directed. If any such alterations be made or if these instructions be not fully complied with, the bid may be rejected.
- 18.4 Each bidder shall prepare by filling out the forms without alterations and shall provide an original copy along with photocopies as per the requirement of the procuring agency specified in the bidding data. The original as well as copies of the document shall be clearly marked as "ORIGINAL" and "COPY", as the case may be. If there is any discrepancy between original and copy (ies) then the original shall prevail.
- 18.5 The original and all copies of the bid shall be typed or written in indelible ink (in the case of copies, Photostats are also acceptable) and shall be signed by a person(s) duly authorized to sign on behalf of the bidder pursuant to sub- clause IB 11.1(a) hereof. All pages of the bid shall be initialed and stamped by the person(s) signing the bid.
- 18.6 The bid shall contain no alterations, omissions or additions, except to comply with instructions issued by the procuring agency, or as are necessary to correct errors made by the bidder. Such corrections shall be initialed by the person(s) signing the bid.
- 18.7 Bidders shall indicate in the space provided in the Form of Bid their full and proper

postal addresses at which notices may be legally served on them and to which all correspondence in connection with their bids and the contract is to be sent.

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

D. SUBMISSION OF BIDS

IB.19 Sealing and Marking of Bids

19.1 Each bidder shall submit his bid as under:

- (a) ORIGINAL and ____ COPIES of the bid shall be separately sealed and put in separate envelopes and marked as such.
- (b) The envelopes containing the ORIGINAL and COPIES shall be put in one sealed envelope and addressed as given in sub – clause IB 19.2 hereof.

19.2 The inner and outer envelopes shall:

- (a) be addressed to the procuring agency at the address provided in the bidding data;
- (b) bear the name and identification number of the contract as defined in the bidding data; and
- (c) provide a warning not to open before the time and date for bid opening, as specified in the bidding data.

19.3 In addition to the identification required in sub- clause IB 19.2 hereof, the inner envelope shall indicate the name and postal address of the bidder to enable the bid to be returned unopened in case it is declared “late” pursuant to Clause IB.21

19.4 If the outer envelope is not sealed and marked as above, the procuring agency will assume no responsibility for the misplacement or premature opening of the Bid.

IE.20 Deadline for Submission of Bids

- 20.1 (a) Bids must be received by the procuring agency at the address specified not later than the time and date stipulated in the bidding data,
- (b) Bids with charges payable will not be accepted, nor will arrangements be undertaken to collect the bids from any delivery point other than that specified above. Bidders shall bear all expenses incurred in the preparation and delivery of bids. No claims shall be entertained for refund of such expenses,
- (c) Where delivery of a bid is by mail and the bidder wishes to receive an acknowledgment of receipt of such bid, he shall make a request for such acknowledgment in a separate letter attached to but not included in the sealed bid package,

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

20.2 The Procuring Agency may, at its discretion, extend the deadline for submission of bids by issuing an amendment in accordance with IB 09. In such case, all rights and obligations of the procuring agency and the bidders shall remain the same as mentioned in the original deadline.

IB.21 Late Bids

- (a) any bid received by the procuring agency after the deadline for submission of bids prescribed in to clause IB 20 shall be returned unopened to such bidder.
- (b) delays in the mail, person in transit, or delivery of a bid to the wrong office shall not be accepted as an excuse for failure to deliver a bid at the proper place and time. It shall be the bidder's responsibility to submit the bid in time.

IB.22 Modification, Substitution and Withdrawal of Bids

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

E. BID OPENING AND EVALUATION.

IE.23 Bid Opening

- 23.1 Procuring agency will open the bids, including withdrawals, substitution and modifications made pursuant to Clause IB.22, in the presence of bidders' representatives who choose to attend, at the time, date and location stipulated in the bidding data. The bidders or their representatives who are in attendance shall sign an attendance sheet.
- 23.2 Envelopes marked "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL" shall be opened and read out first. Bids for which an acceptable notice of withdrawal has been submitted pursuant to clause IB.22 shall not be opened.
- 23.3 Procuring agency shall read aloud the name of the bidder, total bid price and price of

depending on the selection procedure adopted by the procuring agency.

26.3 A bid will be considered technically responsive if it (i) has been properly signed; (ii) is accompanied by the required bid security; and (iii) conforms to all the terms, conditions and specifications of the bidding documents, without material deviation or reservation. A material deviation or reservation is one (i) which affect in any substantial way the scope, quality or performance of the works; (ii) which limits in any substantial way, inconsistent with the bidding documents, the procuring agency's rights or the bidder's obligations under the contract; or (iii) adoption/rectification whereof would affect unfairly the competitive position of other bidders presenting substantially responsive bids.

26.4 If a bid has major deviations to the commercial requirements and technical specifications will be considered technically non responsive. As a general rule, major deviations are those that if accepted, would not fulfill the purposes for which the bid is requested, or would prevent a fair comparison or affect the ranking of the bids that are compliant with the bidding documents.

(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.

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

IB.27 Correction of Errors before Financial Evaluation

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

IE.28 Financial Evaluation and Comparison of Bids

- 28.1 The procuring agency will evaluate and compare only the Bids determined to be substantially responsive in accordance with clause IB 26.
- 28.2 In evaluating the Bids, the procuring agency will determine for each bid the evaluated bid price by adjusting the bid price as follows:
- (a) making any correction for errors pursuant to clause IB 27;
 - (b) excluding provisional sums (if any), for contingencies in the Summary Bill of Quantities, but including competitively priced Day work; and
 - (c) making an appropriate adjustment for any other acceptable variation or deviation.
- 28.3 The estimated effect of the price adjustment provisions of the conditions of contract, applied over the period of execution of the contract, shall not be taken into account in bid evaluation.
- 28.4 If the bid of the successful bidder is seriously unbalanced in relation to the procuring agency's estimate of the cost of work to be performed under the contract, the procuring agency may require the bidder to produce detailed price analyses for any or all items of the Bill of Quantities to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, the procuring agency may require that the amount of the Performance Security set forth in clause IB.32 be increased at the expense of the successful bidder to a level sufficient to protect the procuring agency against financial loss in the event of default of the successful bidder under the contract.

28.5 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 procuring agency to establish prices at artificial, noncompetitive levels for any wrongful gain;
- (iii) “**Corrupt Practice**” means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful gain;
- (iv) “**Fraudulent Practice**” means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
- (v) “**Obstructive Practice**” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract or deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements before investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or acts intended to materially impede the exercise of inspection and audit rights provided for under the Rules.

28.6 Evaluation Report (SPP Rule 45)

After the completion of evaluation process, as described in clauses IB 27 and IB 28, the procuring agency shall announce the results of bid evaluation in the form of report (available on the website of the authority) giving reasons for acceptance and rejection of bid. The report shall be hoisted on website of the authority and that of procuring agencies if its website exists and intimated to all bidders at least seven (7) days prior to the award of contract.

F. AWARD OF CONTRACT

IB.29 Award (SPP Rule 49)

29.1 Subject to clauses IB 30 and IB 34 and provision of the rule: The procuring agency shall award the contract to the bidder whose bid has been determined to be substantially responsive to the bidding documents, and who has offered the lowest evaluated bid, but not necessarily the lowest submitted price, within the original or extended period of bid validity. Provided that such bidder has been determined to be eligible in accordance with the provisions of clause IB 03 and qualify pursuant to sub-clause IB 29.2.

29.2 Procuring agency, at any stage of the bid evaluation, having credible reasons for or having *prima facie* evidence of any deficiency(ies) in contractor's capacities, may require the contractor to provide information concerning their professional, technical, financial, legal or managerial competence whether already pre-qualified or not for the said project.

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

IB.30 Procuring Agency's Right to reject all Bids or Annul/Cancellation the Bidding Process (SPP Rule 25)

Notwithstanding clause IB 29 and provision of the rule: (1) A procuring agency reserves may cancel the bidding process at any time prior to the acceptance of a bid or proposal; (2) The procuring agency shall incur no liability towards bidders solely by virtue of its invoking sub -rule (1); (3) Intimation of the cancellation of bidding process shall be given promptly to all bidders and bid security shall be returned along with such intimation; (4) The procuring agency shall, upon request by any of the bidders, communicate to such bidder, grounds for cancellation of the bidding process, but is not required to justify such grounds.

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

- 31.1 Prior to expiry of the period of bid validity, including extension, prescribed by the procuring agency, the procuring agency shall notify the successful bidder in writing ("Letter of Acceptance") that his bid has been accepted. This letter shall mention the sum which the procuring agency will pay to the contractor in consideration of the execution and completion of the works by the contractor as prescribed by the contract (hereinafter and in the conditions of contract called the "Contract Price").
- 31.2 No negotiation with the bidder having evaluated as lowest responsive or any other bidder shall be permitted, however, procuring agency may hold meetings to clarify any item in the bid evaluation report.
- 31.3 The notification of award and its acceptance by the bidder will constitute the formation of the contract, binding the procuring agency and the bidder till signing of the formal Contract Agreement.
- 31.4 Upon furnishing by the successful bidder of a Performance Security and signing of the contract, the procuring agency will promptly notify the name of the successful bidder to all bidders and return their bid securities accordingly.
- 31.5 Within seven days of the award of contract, procuring agency shall publish on the website of the Authority and on its own website, if such a website exists, the results of the bidding process, identify the bid through procurement identifying numbers, and the following information:

- (1) Evaluation Report;
- (2) Form of Contract and letter of Award;
- (3) Bill of Quantities or Schedule of Requirement.

31.6 Debriefing (SPP Rule 51).

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

IB.32 Performance Security (SPP Rule 39)

- 32.1 The successful bidder shall furnish to the procuring agency a Performance Security in the form of pay order or demand draft or bank guarantee, and the amount stipulated in the bidding data and the Conditions of Contract within a period of 28 days after the receipt of Letter of Acceptance.
- 32.2 Failure of the successful bidder to comply with the requirements of Sub-clause IB.32.1 or clauses IB 33 or IB 35 shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security.
- 32.3 Validity of performance security shall extend at least ninety days beyond the date of completion of contract, or as mentioned in the bidding data to cover defects liability period or maintenance period subject to final acceptance by the procuring agency.

IB.33 Signing of Contract Agreement (SPP Rule 39)

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

Provided that the procuring agency may reduce the maximum time limit for signing of contract, as and when required, and shall be mentioned in the bidding documents.

33.4 Stamp Duty.

The formal Agreement between the Procuring Agency and the successful bidder shall be duly stamped at rate of ---% of bid price (updated from time to time) stated in Letter of Acceptance

IB.34 General Performance of the Bidders

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

IB.35 Integrity Pact (SPP Rule 89)

The bidder shall sign and stamp the Integrity Pact provided at Appendix-L to the bidding documents for all Provincial/Local Government procurement contracts exceeding Rupees ten million. Failure to provide such Integrity Pact shall make the bidder non-responsive.

IB.36 Instructions not Part of Contract

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

IB.37 Arbitration (SPP Rule 34)

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

Divisional Accounts Officer
Rohri Division Mandiara

CONTRACTOR

Executive Engineer
Rohri Division Mandiara

SPPRA BIDDING DOCUMENTS



STANDARD BIDDING DOCUMENTS

PROCUREMENT OF WORKS

(For Contractors Costing up to Rs: 50 Million & above)

Name of Work:- (ADP#1227)Constructing Pre-Stressed Road Bridge (700 Rft.) along Rohri Main Canal @ RD-263 Connect Kotri to Mehrabpur Town and Constructing Approach Road for Pre-Stressed Road Bridge along Rohri Main Canal @ RD-263, Constructing Stone Pitching along Rohri Main Canal from RD 258 to 263 IP and 262+500 to 264+0 Common Bank, Constructing 2Nos Village Road Bridge along Kotri Minor at RD 1 & 2, Repair/ Reconstructing Sub Engineer Landhi at Divisional Office Kandiaro, Repair / Reconstructing 2Nos Darogha Landhi at Mehrabpur X-Regulator at RD 265 Rohri Main Canal and Sangi Head Regulator, Constructing Road Bridge along Mehrabpur from at RD 6

Issue to Mr./Ms. _____

And Charged RS 4000 /=-

Vide D.R No. _____ dated: / /2015

Er. _____
Rohri _____

BIDDING DATA

- (a) Name of Procuring Agency Executive Engineer Rohri Division Kandiaro
- (b) Brief Description of work: (ADP#1227)Constructing Pre-Stressed Road Bridge (700 Rft.) along Rohri Main Canal @ RD-263 Connect Kotri to Mehrabpur Town and Constructing Approach Road for Pre-Stressed Road Bridge along Rohri Main Canal @ RD-263, Constructing Stone Pitching along Rohri Main Canal from RD 258 to 263 IP and 262+500 to 264+0 Common Bank, Constructing 2Nos Village Road Bridge along Kotri Minor at RD 1 & 2, Repair/ Reconstructing Sub Engineer Landhi at Divisional Office Kandiaro, Repair / Reconstructing 2Nos Darogha Landhi at Mehrabpur X-Regulator at RD 265 Rohri Main Canal and Sangi Head Regulator, Constructing Road Bridge along Mehrabpur from at RD 6
- (c) Procuring Agency Address: Executive Engineer Rohri Division Kandiaro
First class inspection bungalow near national highway.
- (d) Estimate Cost: 310482000
- (e) Amount of Bidding Security: 6209640 (2% estimate cost)
- (f) Period of Bid Validity (Days): 12 months
- (g) Security Deposit (i/c bid Security) at 5% of Bid price (i/c bid Security)
- (h) Percentage, if any, to be deducted from bills: 7.5% Income tax
- (i) Deadline for submission of bids along with time 14 Hours
- (j) Venue, time and date of bid opening 12.06.2015 (at 15.00 Hours) at office of Superintending Engineer Rohri Canal Circle Hyderabad
- (k) Time for completion from written order of commence: 12 Months
- (l) Liquidity Damages _____

CD No. _____ Amount _____ date ____ / ____ /2015 Bank _____

**EXECUTIVE ENGINEER
ROHRI DIVISION
KANDIARO**

SCHEDULE OF PRICES SUMMARY OF BID PRICES

Name of works:

(ADP#1227)Constructing Pre-Stressed Road Bridge (700 Rft.) along Rohri Main Canal @ RD-263 Connect Kotri to Mehrabpur Town and Constructing Approach Road for Pre-Stressed Road Bridge along Rohri Main Canal @ RD-263, Constructing Stone Pitching along Rohri Main Canal from RD 258 to 263 IP and 262+500 to 264+0 Common Bank, Constructing 2Nos Village Road Bridge along Kotri Minor at RD 1 & 2, Repair/ Reconstructing Sub Engineer Landhi at Divisional Office Kandiaro, Repair / Reconstructing 2Nos Darogha Landhi at Mehrabpur X-Regulator at RD 265 Rohri Main Canal and Sangi Head Regulator, Constructing Road Bridge along Mehrabpur from at RD 6

Bill of Qty:	Description	Total Amount Rs.
Part (A)	CONSTRUCTING OF PRE-STRESSED ROAD BRIDGE ALONG ROHRI MAIN CANAL AT RD-263 CONNECT KOTRI TO MEHRABPUR CITIES.	140000000
Part (B)	CONSTRUCTING OF APPROACH ROAD FOR PRE-STRESSED ROAD BRIDGE ALONG ROHRI MAIN CANAL AT RD-263 CONNECT KOTRI TO MEHRABPUR CITY.	18324659
Part (C)	CONSTRUCTING STONE PITCHING ALONG ROHRI MAIN CANAL FROM RD- 258+0 TO 263+0 IP& 262+500 TO 264+0 COMMON BANKS.	70304754
Part (D)	CONSTRUCTING OF ROAD BRIDGE ALONG KOTRI MINOR @RD-1+00 & 2+00.	4075522
Part (E)	REPAIR / RE-CONSTRUCTION OF SUB-ENGINEER / DAROGHA LANDHI AND MOSQUE @ DIVISIONAL OFFICE.	5709621
Part (F)	RE-CONSTRUCTING OF DAROGHA LANDHI @ MEHRABPUR X-REG & SANGI-DISTRY HEAD- REGULATOR.	4909072
Part (G)	CONSTRUCTING OF ROAD BRIDGE @ RD-6+00 ALONG MEHRABPUR BRANCH IN KANDIARO IRRIGATION SUB-DIVISION-I	9033267
	Total =	252356895
		(-)
Add	% above /bellow expect item No.3 part(B),item No.15 part(G)	5620361
		246736534

**EXECUTIVE ENGINEER
ROHRI DIVISION KANDIARO**

**NAME OF WORK: CONSTRUCTING OF PRE-STRESSED ROAD BRIDGE ALONG
ROHRI MAIN CANAL AT RD-263 CONNECT KOTRI TO MEHRABPUR CITY.**

QTY:	ITEM OF WORK	RATE	UNIT	AMOUNT
700 Rft.	A-A Loading 4 foot path one side 24' road way 9" curb and other side, i/c soil investigation load of test pile, preparation of designing , making drawing and design vetting from consultancy firm, piling work complete in all respect construction firm, piling work complete in all respect, loading of girders i/c the pres-stressing complete in all respect, loading of girders in position and fixing bearing pads of approved quality etc. complete in all respect construction of deck slab, footpath, curb railing i/c providing expansion joints and testing of bridge structure as per sanctification of the Engineer.	200000/-	P/Rft.	14000000
			TOTAL	14000000

CONTRACTOR

**EXECUTIVE ENGINEER
Rohri Division Kandiaro**

NAME OF WORK:- CONSTRUCTING OF APPROACH ROAD FOR PRE-STRESSED ROAD BRIDGE ALONG ROHRI MAIN CANAL AT RD-263 CONNECT KOTRI TO MEHRABPUR CITY.

QUANTITY	ITEM of Work		RATE	UNIT	AMOUNT
4.0 Acres	01	Land Acquisition	1329400/-	P/Acre	5317600
762785 Cft.	02	Barrow pit excavation undressed lead upto 100' Ft. (a) Ordinary Soil. P- 1/I-3(a)	2117/50	%0Cft.	1615197
762785 Cft.	03	Carriage of 100 Cft./5 tons of all material like tone aggregate spwall coal line Surkhi etc. BG Rails fastening points and crossing Bridges and Girders pipes sheets, rails M.S Bar etc are 1000 Nos. bricks 10"x5"x3" are 1000 Nos. Tiles 12"x6"x2" are 150 Cft. of timber of 1000 mounds of fuel wood by Trucks or any other means owned by Contractor 4 miles. P- 1(Schedule of carriage)	649/86	%Cft.	4957035
762785 Cft.	04	Earthwork compaction soft ordinary or hard soil (b) laying earth in 6" layers leveling, dressing, watering for compaction etc. complete. P- 3 / I- 13(b)	354/00	%0Cft.	270026
	05	E/W compaction by sheep foot roller & power roller with optimum moisture content.			
45600 Cft.	(a)	For 95-100% modified AASHTO density. P- 2/ I- 7(a) highway schedule	3975/35	%0Cft.	181276
717185 Cft.	(b)	For 85% modified AASHTO density. P- 2/ I- 7(c) highway schedule	1445/58	%0Cft.	1036748
22800 Cft.	06	Preparing Sub-Base Course by supplying and spreading stone metal 1" 1. ½" 2" gauge of approved quality from approved quarry in required thickness to proper camber and grade i/c hand packing filling voids with 20 cft. of pit / canal sand having plasticity index of not more then 6% of suitable quality watering compacting to achieve 98-100 % density as per modified AASHTO specification, rate i/c all cost of materials T & P carriage up to 3 chains. P- 3/ I- 11(c) (Sch: of Highway)	4359/76	%Cft.	994025

7600 Rft.	07	Laying Bricks on end edging i/c supplying 9"x 4 1/2 x 3 1st Class bricks, excavation for heaving edging whit small size parallel to the road rate i/c lead up to site of work. P- 4/ I- 12 (Sch: of Highway)	2482/94	%Rft.	188703
22800 Cft.	08	Preparing base course by supplying and spreading stone metal of approved quality properly graded maximum size of 1-1 1/2 in required thickness to proper camber and grade i/c supplying and spreading 15 cft: screenings and non-plasticity quarry fines, filling depressions with stone metal after initial rolling i/c watering and compacting the same so as to achieve % density as per modified ASSHTO specifications (rate i/c providing and using templates, camber plates screens forms as directed(rate includes all cost of material T & P and carriage up 3 chains. (P- 5/ I- 13a) (Sch: of Highway)	5252/41	%Cft.	1197549
45600 Sft.	09	Providing surface dressing first coat on new or existing surface with 30 Lbs; of bitumen and 4.0 Cft: of bajri of required size i/c cleaning the road surface rolling etc complete / rate i/c all cost of material T&P & carriage up to 3chains. (b) using crushed bajri (P- 6 /I- 16-b) (Sch: of Highway)	1520/45	%Sft.	693325
45600 Sft.	10	Providing 1" thick (consolidated) premixed carpet in proper camber and graded i/c supplying 10 cft: crush 4 cft hill sand (of approved quality and graded) bitumen of 80/100 % penetration i/c mixing in mechanical mixer in required proportion i/c heating materials and cleaning the road surface (hill sand 2 cft for mixing and 2 cft: for dusting) rate includes all cost of materials T & P and carriage 3chain (b)using crushed bajri (P- 8/ I- 21b) (Sch: of Highway)	4107/84	%Sft.	1873175
				TOTAL:	18324659
NOTE:- No premium will be allowed on item No. 03					

EXECUTIVE ENGINEER
Rohri Division kandiaro

**NAME OF WORK:- CONSTRUCTING STONE PITCHING ALONG ROHRI MAIN CANAL
FROM RD- 258+0 TO 263+0 IP& 262+500 TO 264+0 COMMON BANKS.**

QUANTITY	ITEM OF WORK	RATE	UNIT	AMOUNT
616660 Cft	1 Excavation in foundation of building bridges and other structure i/c deg bellying dressing refilling around structure with excavated earth, watering and ramming lead up to 5' ft. in ordinary soil. Page # 4 / I # 18(b)	3176/25	%Cft.	1958666
451800 Cft.	2 Stone filling dry hand packed as filling behind retaining walls or in pitching and apron. (P-31/I-16)	2684/00	%Cft.	12126312
29830 Cft	3 Coursed rubble masonry hammer dressed. (d) In cement sand mortar, Ratio 1:6 (P-28/I-4diii)	26288/46	%Cft	7841848
270300 Cft	4 Formation dressing and preparing On Slope (P-74 / I-1(b))	453/75	%Sft	1225125
556360 Cft	5 Stone pitching i/c Sub-Base with hammer dressed stone on surface laid in courses i/c carriage of material within three chains. (P-32 / I-23)	5377/63	% Cft	29951248
8930 Cft	6 Erection and removal of centering RCC or plain cement concrete works of Deodar wood (2nd class) (ii)vertical (P-18/I-19(aii))	7000/00	%Sft	623000
19940 Cft	7 Cement concrete plain including placing compacting finishing and curing complete including screening and washing of stone aggregate without shuttering ration (1:2:4)Page#16/ I- 5(f)	14429/25	%Cft	2877192
8671 Cft	8 R.C.C Work in Roof Slab Beams Columns Rafts Lintel and other structure members laid in situ or pre-cast laying in position complete in all respects. 1:2:4 Page # 17 / I # 6(b)	337/00	P/Cft.	2922127

464.518Cwt	9	Fabrication of mild steel reinforcement for cement concrete i/c cutting bending laying in position making the joints and fitting i/c cost of bending wire and including cost of steel bars also removal of rust form bars.(b) Using tor bars Page # 17/1 - 8(b)	5001/70	P/Cwt.	2323380
2250000 Cft	10	Earthwork Excavation in Irrigation Channel, drains etc., dressed to designed section grades and profiles excavated material disposed off and dressed within 50' Lead. (a) Ordinary Soil (P-1/1-5(a))	2420/00	%0cft	5445000
67200 Cft	11	Grouting Stone pitching or apron in cement mortar 1:3 ratio (P-30 / 1-12)	4480/44	%Sft	3010856
TOTAL RS:					70304754

CONTRACTOR

EXECUTIVE ENGINEER
ROHRI DIVISION KANDIARO

NAME OF WORK:- CONSTRUCTING OF ROAD BRIDGE ALONG KOTRI MINOR @RD-1+00 & 2+00.

QUANTITY	ITEM of Work	RATE	UNIT	AMOUNT
4500 Cft.	01 Excavation in foundation of building bridges and other structures including dagbelling dressing refilling around structure with excavated earth watering and ramming lead up to 5 ft. (b) In ordinary soil (P-4 / I-18b)	3176/25	%Cft.	14293
756 Sft.	02 Preparing, watering and ramming surface for laying concrete (for head works only). Horizontal floor (P-18/I-18(a))	228/09	%Sft.	1724
230 Sft.	03 Erection and removal of centering for R.C.C or plain cement concert work of (b) For Portal wood (vertical) (P-18 / I-19b)	3588/48	%Sft.	8254
700 Cft.	04 Cement concrete bricks or stone ballast 1 1/2" to 2" gauge Ratio 1:4:8 (P-15/I-4(b))	9416/28	%Cft.	65914
640 Cft.	05 Cement concrete plain including placing compacting, finishing and curing, complete (including screening and washing of stone aggregate without shuttering). (h)Ration 1:3:6 (P-16/I-5(h))	12595/00	%Cft.	80608
2874 Cft.	06 Reinforcement cement concrete work i/c all labour and material except the cost of steel reinforcement and its labour for its bending & which will be paid separately, this rate also i/c all kinds of form moulds lifting shuttering curing rendering and finishing the exposed surface and washing of shingle) a) RCC work in roof, slab, beams, column rafts, limits and other structural members laid in situ or pre-cast laid in position completed in all respects. (P-17 / I-6(a))	337/00	P/Cft.	968538
179 625 Cwt.	07 Fabrication of mild steel reinforcement for cement concrete i/c cutting bending, laying in position making joints and fastenings i/c cost of binding wire (also includes removal of rust from bars)using tor bars (P-17 / I-8(b))	5001/70	P/Cwt.	898430
TOTAL:				2037761
2037761x2 = 4075522				4075522

CONTRACTOR**EXECUTIVE ENGINEER
ROHRI DIVISION KANDIARO**

**NAME OF WORK:- REPAIR / RE-CONSTRUCTION OF SUB-ENGINEER / DAROGHA LANDHI
AND MOSQUE @ DIVISIONAL OFFICE.**

QUANTITY	ITEM of Work	RATE	UNIT	AMOUNT
5753 Cft.	1 Excavation in foundation of building bridges and other structure i/c deg bellying dressing refilling around structure with excavated earth, watering and ramming lead up to 5' ft. in ordinary soil. Page # 4 , I # 18(b)	3176/25	%Cft.	18273
986.25 Cft.	2 Cement concrete plain including placing compacting finishing and curing complete including screening and washing of stone aggregate without shuttering ratio (1:3:6) Page # 16 , I # 05(h)	12595/00	%Cft.	124218
1857.41 Cft.	3 Pacca brick work in foundation and plinth in cement, sand, mortar ratio (1:4) Page # 21 , I # 4(1-C)	12501/41	%Cft.	232202
5130.75 Cft.	4 Pacca Brick work in ground floor in Cement, Sand mortar Ratio (1:4) Page # 21 , I # 5(1-C)	13227/41	%Cft.	678665
12202.5 Cft.	5 Filling, watering and ramming earth in floor with surplus earth from foundation lead upto 1 chain and lift upto 5'. Page # 4 , I # 21	1512/50	%Cft.	18456
4200 Cft.	6 Filling, watering and ramming earth under floor with new earth (excavated from outside) lead upto 1 chain and lift upto 5' Page # 4 , I # 22	3630/00	%Cft.	15246
2401 Cft.	7 Cement concrete bricks or stone ballast 1 1/2" to 2" gauge Ratio 1:4:8 Page # 15 , I # 4(b)	9416/28	%Cft.	226085

2871.25 Cft.	8	R.C.C Work in Roof Slab Beams Columns Rafts Lintel and other structure members laid in situ or pre-cast laying in position complete in all respects. 1:2:4) 90 LBS cement 2cft sand 4cft shingle 1/8" to 1/4 gauge Page # 17 , I # 6(b)	337/00	P/Cft.	967611
115.363 Cwt.	9	Fabrication of mild steel reinforcement for cement concrete i/c cutting bending laying in position making the joints and fastenings i/c cost of binding also includes removal of using for bars. Page # 17 , I # 8(b)	5001/70	P/Cwt.	577011
688 Sft.	10	First Class deodar wood wrought journey in doors and windows etc. fixed in position i/c Chowkhtas hold fastening hinges iron tower bolts chocks clears and handled and cords hooks etc. Deodar paneled or paneled and glazed or fully glazed (b) 1 3/4" thick. Page # 58 , I # 7(b)	1273/76	P/Sft.	876347
11503 Sft.	11	Cement Plaster 1:3 upto 12' height 3/4" thick Page # 52 , I # 10-(c)	2795/30	%Sft.	321543
11503 Sft.	12	Cement Plaster 1:3 upto 12' height 1/2" thick Page # 53 , I # 10-(b)	2344/59	%Sft.	269698
2401 Cft.	13	Cement concrete plain including placing compacting, finishing and curing, complete (including screening and washing at stone aggregate without shuttering). (f)Ratio 1:2:4 Page # 16 , I # 5-(f)	14429/25	%Cft.	346446
4308 Sft.	14	Providing and laying 1" thick topping cement concert 1:2:4 i/c surface finishing and dividing into panels (c) 2" thick Page # 42 , I # 16(c)	3275/50	%Sft.	141109

1977 Sft.	15	Providing and laying or Tiles glazed 6"x6"x1/4" on floor or wall facing in required colour and pattern of stile specification jointed in white cement and pigment over a base of 1:2 grey cement mortar 3/4" thick including washing and filling of joints with salaury of white cement and pigment in desired shape with finishing cleaning and cost of Wax Polish etc. complete i/c cutting tiles to proper profile. Page # 47 , I # 60	30509/77	%Sft.	603178
11503 Sft.	16	White washing (b) 2 Coats Page # 54 , I # 26-(b)	425/84	%Sft.	48984
11503 Sft.	17	Colour Washing 2 Coats) Page # 54 , I # 25-(b)	859/90	%Sft.	98914
08 Nos.	18	Rain water down pipe cast iron heads fixed in place including cost of clamp. Hold fast and painting. Page # 37 , I # 23	873/29	Each	6986
360 Sft.	19	Supplying and fixing in position iron / steel girl of 3/4 x 1/4 size flat iron of approved design including painting 3 coats etc. complete (start weight not to be less than 3.7 lbs./Sq. Ft. of finished grill) Page # 93 , I # 26	180/50	P.Sft	64980
62.0 Sft.	20	Supplying and fixing special heavy type steel doors for look – ups within angle iron frame of 2-1/2 to 2-1/2 , 3/8 size and shutter of 2" x 2" x 3/8" with 1" dia meter M.S Bars placed at 4" center to center with a separate looking box having size of 12" x 12" of M.Steel sheet embedded in masonry with proper locking arrangement as per approved design including cost of erection of steel gate and fixing masonry wall in cement concert 1:2:4 etc. complete as per instruction of Engineer incharge. Page # 93 / I # 27	930/76	P/Sft.	57707

1376 Sft.	21 Painting old surface (c) painting doors and windows any type (1st coat 2 each subsequent coat = first coat 657/91 and subsequent 502/15. Page # 68 , I # 4	1160/06	%Sft.	15962
	TOTAL RS:			5709621

CONTRACTOR

**EXECUTIVE ENGINEER
ROHRI DIVISION KANDIARO**

**NAME OF WORK:- RE-CONSTRUCTING OF DAROGHA LANDHI @ MEHRABPUR X-
REG & SANGI-DISTRY HEAD- REGULATOR.**

QUANTITY	ITEM OF WORK	RATE	UNIT	AMOUNT
2286 Cft.	1 Excavation in foundation of building bridges and other structure i/c deg bellying dressing refilling around structure with excavated earth, watering and ramming lead up to 5' ft. in ordinary soil. Page # 4 , I # 18(b)	3176/25	%Cft.	7261
1682 Cft.	2 Cement concrete plain including placing compacting finishing and curing complete including screening and washing of stone aggregate without shuttering ration (1:3:6) Page # 16 , I # 05(h)	12595/00	%Cft.	211848
1078 Cft.	3 Pacca brick work in foundation and plinth in cement, sand, mortar ratio (1:4) Page # 21 , I # 1(d)	12501/41	%Cft.	134765
2654 Cft.	4 Pacca Brick work in ground floor in Cement, Sand mortar Ratio (1:4) Page # 21 , I # 5(c)	13227/41	%Cft.	351055
6660 Cft.	5 Filling, watering and ramming earth in floor with surplus earth from foundation lead upto 1 chain and lift upto 5'. Page # 4 , I # 21	1512/50	%Cft.	10072
2850 Cft.	6 Filling, watering and ramming earth under floor with new earth (excavated from outside) lead upto 1 chain and lift upto 5' Page # 4 , I # 22	3630/00	%Cft.	10346
1126 Cft.	7 R.C.C Work in Roof Slab Beams Columns Rafts Lintel and other structure members laid in situ or pre-cast laying in position complete in all respects. 1:2:4 Page # 17 , I # 6(b)	337/00	P/Cft.	379462
60.321 Cwt.	8 Fabrication of mild steel reinforcement for cement concrete i/c cutting bending laying in position making the joints and fitting i/c cost of bending wire and including cost of steel bars also removal of rust form bars. Page # 17 , I # 8(b)	5001/70	P/Cwt.	301708

265 Sft.	9	First Class deodar wood wrought journey in doors and windows etc. fixes in position i/c Chowkhtas hold fastest hinges iron tower bolts chocks clear and handled and cords hooks etc. Deodar paneled or paneled and glazed or fully glazed (b) 1 ¾" thick upto 12' height Page # 58 , I # (7b)	1273/76	P/Sft.	337546
5989 Sft.	10	Cement Plaster 1:3 upto ¾" thick upto 12' height Page # 52 , I # 10-(c)	2795/30	%Sft.	167411
5989 Sft.	11	Cement Plaster 1:3 upto ½" thick Page # 53 , I # 10-(b)	2344/59	%Sft.	140417
1898 Sft.	12	Providing and laying 1" thick topping cement concert 1:2:4 i/c finishing and dividing into panels (c) 2" thick Page # 42 , I # 16(c)	3275/50	%Sft.	62169
627 Sft.	13	Providing and laying or pattern Tile glazed 6"x6"x½" on floor or wall facing in required floor and pattern of style specification joints in white cement and pigment over a base of 1:2 gray cement mortar ¾" thick including washing and filling of joints with flurry of white cement and pigment in desired shape with finishing cleaning and cost of Wax Polish etc. complete i/c cutting tiles to proper profile. Page # 47 , I # 60	30509/77	%Sft.	191296
5989 Sft.	14	White washing (b) 2 Coats Page # 54 , I # 26-(b)	425/84	%Sft.	25504
5989 Sft.	15	Colour Washing 2 Coats) Page # 54 , I # 25-(b)	859/90	%Sft.	51499
03 Nos.	16	Rain water down pipe caste iron heads fixed each in place including cost of clamp. Hold fast and painting. Page # 37 , I # 23	873/29	Each	2620
120 Sft.	17	Supplying and fixing in position iron / steel girl of 3/4 x ¼ size flat iron of approved design including painting 3 coats etc. complete (start wait not to be less than 3.7 lbs./Sq. Ft. of finished grills) Page # 93 , I # 26	180/50	P.Sft.	21660

42 Sft.	18	Supplying and fixing special heavy type steel doors for lock – ups within angle iron frame of 2-1/2 to 2-1/2 into 3/8 size and shutter of 2" x 2" x 3/8" with 1" diameter M.S Bars placed at 4" center to center with a separate locking box having size of 12" x 12" of M.Steel sheet embedded in masonry with proper locking arrangement as per approved design including cost of erecting of steel gate and fixing masonry wall in cement concert 1:2:4 etc. complete. Page # 93 , I # 27	930/76	P/Sft.	39092
759 Sft.	19	Painting old surface (c) painting doors and windows any type (1st coat 2 each subsequent coat. Page # 68 , I # 4(C1)	1160/06	%Sft.	8805
TOTAL RS:					2454536
2454536 x 2 = 4909072					4909072

CONTRACTOR

**EXECUTIVE ENGINEER
ROHRI DIVISION KANDIARO**

1242.357 Cwt.	10	Fabrication of mild steel reinforcement for cement concrete i/c cutting bending, laying in position making joints and fastenings i/c cost of binding wire (also includes removal of rust from bars 7 lbs.) using tar bars (P-17 / I8(b))	5001/70	P/Cwt.	1212197
3686 Cft	11	Pacca brick work other than building including sticking of joints up to 20 ft height in (c) Cement sand mortar Ratio 1:4 (P-22 , I-7(c))	12899/70	% Cft	475483
835 Sft	12	Cement Plaster 1:2 upto 12' ht: (c) ¾" thick (P-52 / I-9(c))	3056/62	% Sft	25523
90 Cft	13	Cement concrete plain including placing compacting, finishing and curing, complete (including screening and washing of stone aggregate without shuttering) (f) Ration 1:2:4 (P-16 , I-5(f))	14429/25	% Cft	12986
132000 Cft	14	Barrow pit excavation undressed lead upto 100' Ft. (a) Ordinary Soil. (P-1 / I-3(a))	2117/50	0%Cft.	279510
132000 Cft.	15	Carriage of 100 Cft./5 tons of all material like tone aggregate spwall coal line Surkhi etc. BG Rails fastening points and crossing Bridges and Girders pipes sheets, rails M.S Bar etc are 1000 Nos. bricks 10"x5"x3" are 1000 Nos. Tiles 12"x6"x2" are 150 Cft. of tumber of 1000 mounds of fuel wood by Trucks or any other means owned by Contractor 2 miles. (P-1 / I-1) schedule of Carriage	502/52	%Cft.	663326
132000 Cft	16	Earth Compaction soft ordinary or hard soil(b) laying earth in 6 inch layers leveling and dressing and watering for compaction etc complete(P# 3/I-13(b))	354/00	%0Cft	46728
31000 Cft.	17	Stone Filling dry hand packed as filling behind retaining walls or in pitching and aprons. (P-31 / I-16)	2684/00	%Cft.	832040
30000 Sft.	18	Formation dressing and preparing Sub-Grading.(b) On slope (P-74 / I-1b)	453/75	%Sft.	136125
2080 Cft.	19	Coursed rubble masonry hammer dressed. (d) In cement sand mortar, Ratio 1:6 (P-28/I-4d(iii))	26288/46	%Cft.	546800
31720 Cft.	20	Stone pitching i/c Sub-Base with hammer dressed stone on surface laid in courses i/c carriage of material within three chains. (P-32 / I-23)	5377/63	%Cft.	1705784

92000 Cft.	21	Re-handling of Earthwork (b) Upto lead of 50' (3 leads) (P-2 / I-9(b))	1058/75	%0Cft.	97405
63 Day	22	(a) Full hire charge of the pumping set per day inclusive of wage of driver and Assistant fuel or electricity energy plate forms required for placing pumps etc at lower depths with section named delivery pipes for pumping out water found at various depths from trenches including the cost of erection and dismantling after the completion of the job higher charges of pumping set of upto 10' HP pumping out of water from 20' depth. (P-76 / I-33) PHE Schedule	2500/00	P/Day	150000
480 Hrs.	23	Note: For working the pump beyond 8 hours the following payment shall be made the higher of the pumping set it self being for 24 hours (1) for a pumping set of upto 10' HP (P-77 / I-23i) PHE Schedule	250/00	P/Hour	120000
TOTAL:					9033267
NOTE:- No premium will be allowed on item No. 15					

**EXECUTIVE ENGINEER
ROHRI DIVISION KANDIARO**

INSTRUCTIONS TO BIDDERS

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

A. GENERAL

IB.1 Scope of Bid

- 1.1 Procuring agency as defined in the bidding data hereinafter called "the procuring agency" wishes to receive bids for the construction and completion of works as described in these bidding documents, and summarized in the bidding data hereinafter referred to as the "Works".
- 1.2 The successful bidder will be expected to complete the works within the time specified in Appendix-A to Bid.

IB.2 Source of Funds

- 2.1 Procuring agency has received/allocated/] applied for loan/grant/ Federal/ Provincial/Local Government funds from the source(s) indicated in the bidding data in various currencies towards the cost of the project /scheme specified in the bidding data, and it is intended that part of the proceeds of this loan/grant/funds will be applied to eligible payments under the contract for which these bidding documents are issued.

IB.3 Eligible Bidders

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

Firms and individuals, national or international, may be allowed to bid for any project where international competitive bidding is feasible. Any conditions for participation shall be limited to those that are essential to ensure the bidder's capability to fulfill the contract in question.

- (a) Bidders may be excluded if;
 - (i) as a matter of law or official regulations, commercial relations are prohibited with the bidder's country by the federal government in case of ICB, or
 - (ii) a firm is blacklisted/ debarred by the procuring agency and the matter has been reported to the Authority, subject to Rule 30 of Sindh Public Procurement Rules 2010.

- (b) Government-owned enterprises or institutions may participate only if they can establish that they are;
 - (i) legally and financially autonomous, and
 - (ii) operate under commercial law.

Provided that where government-owned universities or research centers in the country are of a unique and exceptional nature, and their participation is critical to project implementation, they may be allowed to participate; and

Bidders shall include all those contractors who are registered or incorporated in Pakistan, irrespective of the nationality of their owners and professional staff, or

- (c) Bidders are:-
 - (i) pre-qualified with procuring agency for particular project/scheme;
 - (ii) registered with Pakistan Engineering Council in particular category and discipline,
 - (iii) registered with relevant tax authorities (income/sales tax, wherever applicable)

IB.4 One Bid per Bidder

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

IE.5 Cost of Bidding

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

IB.6 Site Visit

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

expenses incurred as a result of such inspection.

B. BIDDING DOCUMENTS

IB.7 Contents of Bidding Documents (SSP RULE 21)

7.1 The bidding documents, in addition to invitation for bids, are those stated below and should be read in conjunction with any addenda issued in accordance with Clause IB.9.

- a. Instructions to Bidders.
- b. Bidding Data.
- c. General Conditions of Contract, Part-I (GCC).
- d. Special Conditions of Contract, Part-II (SCC)
- e. Specifications.
- f. Form of Bid and Appendices to Bid.
- g. Bill of Quantities (Appendix-D to Bid).
- h. Form of Bid Security.
- i. Form of Contract Agreement.
- j. Forms of Performance Security, Mobilization Advance Guarantee, Integrity Pact and Indenture bond for secured advance.
- k. Drawings.

7.2 The bidders are expected to examine carefully the contents of all the above documents. Failure to comply with the requirements of bid submission will be at the bidder's own risk. Pursuant to Clause IB.26, bids which are not substantially responsive to the requirements of the BD will be rejected.

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

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

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

IB.9 Addendum/Modification of Bidding Documents:

9.1 At any time prior to the deadline for submission of bids, the procuring agency may, for any reason, whether at his own initiative or in response to a clarification requested by a interested bidder, modify the bidding documents by issuing addendum.

9.2 Any addendum thus issued shall be part of the bidding documents pursuant to sub-clause IB 7.1 hereof and shall be communicated in writing to all bidders. Interested bidders shall acknowledge receipt of each addendum in writing to the procuring agency.

9.3 To afford bidders reasonable time in which to take an addendum into account in

preparing their bids, the procuring agency may extend the deadline for submission of bids in accordance with IB.20

C. PREPARATION OF BIDS

IB.10 Language of Bid

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

IB.11 Documents Accompanying the Bid

11.1 Each bidder shall:

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

And

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

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

and other pertinent information such as mobilization programme etc;

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

- (a) one of the joint venture partners shall be nominated as being in charge; and

this authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the joint venture partners;

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

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

IB.12 Bid Prices

- 12.1 Unless stated otherwise in the bidding documents, the contract shall be for the whole of the works as described in IB 1.1 hereof, based on the unit rates or prices submitted by the bidder or percentage quoted above or below on the rates of Composite Schedule of Rates (CSR), as the case may be.
- 12.2 The bidders shall fill in rates and prices for all items of the works described in the Bill of Quantities. Items against which no rate or price is entered by a bidder will not be paid for by the procuring agency when executed and shall be deemed to be covered by rates and prices for other items in the Bill of Quantities. In case of Composite Schedule of Rates, if the bidder fails to mention the percentage above or below, it shall be deemed to be at par with the rates of Composite Schedule of Rates.
- 12.3 The bid price submitted by the contractor shall include all rates and prices including

the taxes. All duties, taxes and other levies payable by the contractor under the contract, or for any other cause during the currency of the execution of the work or otherwise specified in the contract as on the date seven days prior to the deadline for submission of bids.

Additional / reduced duties, taxes and levies due to subsequent additions or changes in legislation shall be reimbursed / deducted as per Sub-Clause 13.7 of the General Conditions of Contract Part-I.

- 12.4 The rates and prices quoted by the bidders are subject to adjustment during the performance of the contract in accordance with the provisions of Clause 13.7 of GCC. The bidders shall furnish the prescribed information for the price adjustment formulae in Appendix-C to Bid, and shall submit with their bids such other supporting information as required under the said Clause. Adjustment in prices quoted by bidders shall be allowed as per Sub-Para 4(ii) of Section C of Instructions to bidders and bidding data.

IB.13 Currencies of Bid and Payment

- 13.1 The unit rates and the prices shall be quoted by the bidder entirely in Pak rupees. A bidder expecting to incur expenditures in other currencies for inputs to the works supplied from outside the procuring agency's country (referred to as the "Foreign Currency Requirements") shall indicate the same in Appendix-B to Bid. The proportion of the bid price (excluding Provisional Sums) needed by him for the payment of such Foreign Currency Requirements either (i) entirely in the currency of the bidder's home country or, (ii) at the bidder's option, entirely in Pak rupees provided always that a bidder expecting to incur expenditures in a currency or currencies other than those stated in (i) and (ii) above for a portion of the foreign currency requirements, and wishing to be paid accordingly, shall indicate the respective portions in the bid.
- 13.2 The rates of exchange to be used by the bidder for currency conversion shall be the selling rates published and authorized by the State Bank of Pakistan prevailing on the date, 07 (seven) days prior to the deadline for submission of bids. For the purpose of payments, the exchange rates used in bid preparation shall apply for the duration of the contract.

IB.14 Bid Validity

- 14.1 Bids shall remain valid for the period stipulated in the bidding data from the date of opening of bid specified in clause IB.23.
- 14.2 In exceptional circumstances, prior to expiry of the original, the procuring agency may request the bidders to extend the period of validity for a specified additional period, which shall not be for more than one third of the original period of bid validity. The request and the responses thereto, shall be made in writing. A bidder may refuse the request without the forfeiture of the bid security. In case, a bidder agreed to the request, shall not be required or permitted to modify the bid, but will be required to extend the validity of the bid security for the period of the extension, and in compliance with Clause IB.15 in all respects.

IB.15 Bid Security

- 15.1 Each bidder shall furnish, as part of the bid, a bid security in the amount stipulated in the bidding data in Pak Rupees or an equivalent amount in a freely convertible currency.
- 15.2 The bid security shall be at the option of the bidder, in the form of deposit at call, Pay order or a bank guarantee issued by a Scheduled Bank in Pakistan or from a foreign bank duly counter guaranteed by a Scheduled Bank in Pakistan in favour of the procuring agency, which should commensurate with the bid validity period. The bank guarantee for bid security shall be acceptable in the manner as provided at Annexure BS-1
- 15.3 Any bid not accompanied by an acceptable bid security shall be rejected by the procuring agency as non-responsive.
- 15.4 Bid security shall be released to the unsuccessful bidders once the contract has been signed with the successful bidder or the validity period has expired.
- 15.5 The bid security of the successful bidder shall be returned when the bidder has furnished the required Performance Security and signed the Contract Agreement.
- 15.6 The bid security may be forfeited:
 - (a) if the bidder withdraws his bid except as provided in sub- clause IB 22.1;
 - (b) if the bidder does not accept the correction of his bid price pursuant to sub-clause IB 27.2 hereof; or
 - (c) In the case of successful bidder, if he fails within the specified time limit to:
 - (i) furnish the required Performance Security; or
 - (ii) sign the Contract Agreement.

IE.16 Alternate Proposals/Bids

- 16.1 Each bidder shall submit only one bid either by himself, or as a member of a joint venture, until and unless they have been requested or permitted for alternative bid, then he has to purchase separate bidding documents and alternate bid shall be treated as separate bid.
- 16.2 Alternate proposals are allowed only for procurement of works where technical complexity is involved and more than one designs or technical solutions are being offered. Two stage two envelope bidding procedure will be appropriate when alternate proposal is required.
- 16.3 Alternate bid(s) shall contain (a) relevant design calculations; (b) technical specifications; (c) proposed construction methodology; and (d) any other relevant details / conditions, provided that the total sum entered on the Form of Bid shall be

that which represents complete compliance with the bidding documents.

IB.17 Pre-Bid Meeting

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

IB.18 Format and Signing of Bid

- 18.1 Bidders are particularly directed that the amount entered on the Form of Bid shall be for performing the contract strictly in accordance with the bidding documents.
- 18.2 All appendices to bid are to be properly completed and signed.
- 18.3 Alteration is not to be made neither in the form of bid nor in the Appendices thereto except in filling up the blanks as directed. If any such alterations be made or if these instructions be not fully complied with, the bid may be rejected.
- 18.4 Each bidder shall prepare by filling out the forms without alterations and shall provide an original copy along with photocopies as per the requirement of the procuring agency specified in the bidding data. The original as well as copies of the document shall be clearly marked as "ORIGINAL" and "COPY", as the case may be. If there is any discrepancy between original and copy (ies) then the original shall prevail.
- 18.5 The original and all copies of the bid shall be typed or written in indelible ink (in the case of copies, Photostats are also acceptable) and shall be signed by a person(s) duly authorized to sign on behalf of the bidder pursuant to sub- clause IB 11.1(a) hereof. All pages of the bid shall be initialed and stamped by the person(s) signing the bid.
- 18.6 The bid shall contain no alterations, omissions or additions, except to comply with instructions issued by the procuring agency, or as are necessary to correct errors made by the bidder. Such corrections shall be initialed by the person(s) signing the bid.
- 18.7 Bidders shall indicate in the space provided in the Form of Bid their full and proper

postal addresses at which notices may be legally served on them and to which all correspondence in connection with their bids and the contract is to be sent.

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

D. SUBMISSION OF BIDS

IB.19 Sealing and Marking of Bids

19.1 Each bidder shall submit his bid as under:

- (a) ORIGINAL and _____ COPIES of the bid shall be separately sealed and put in separate envelopes and marked as such.
- (b) The envelopes containing the ORIGINAL and COPIES shall be put in one sealed envelope and addressed as given in sub – clause IB 19.2 hereof.

19.2 The inner and outer envelopes shall:

- (a) be addressed to the procuring agency at the address provided in the bidding data;
- (b) bear the name and identification number of the contract as defined in the bidding data; and
- (c) provide a warning not to open before the time and date for bid opening, as specified in the bidding data.

19.3 In addition to the identification required in sub- clause IB 19.2 hereof, the inner envelope shall indicate the name and postal address of the bidder to enable the bid to be returned unopened in case it is declared “late” pursuant to Clause IB.21

19.4 If the outer envelope is not sealed and marked as above, the procuring agency will assume no responsibility for the misplacement or premature opening of the Bid.

IB.20 Deadline for Submission of Bids

- 20.1
- (a) Bids must be received by the procuring agency at the address specified not later than the time and date stipulated in the bidding data,
 - (b) Bids with charges payable will not be accepted, nor will arrangements be undertaken to collect the bids from any delivery point other than that specified above. Bidders shall bear all expenses incurred in the preparation and delivery of bids. No claims shall be entertained for refund of such expenses,
 - (c) Where delivery of a bid is by mail and the bidder wishes to receive an acknowledgment of receipt of such bid, he shall make a request for such acknowledgment in a separate letter attached to but not included in the sealed bid package,

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

20.2 The Procuring Agency may, at its discretion, extend the deadline for submission of bids by issuing an amendment in accordance with IB 09. In such case, all rights and obligations of the procuring agency and the bidders shall remain the same as mentioned in the original deadline.

IB.21 Late Bids

- (a) any bid received by the procuring agency after the deadline for submission of bids prescribed in to clause IB 20 shall be returned unopened to such bidder.
- (b) delays in the mail, person in transit, or delivery of a bid to the wrong office shall not be accepted as an excuse for failure to deliver a bid at the proper place and time. It shall be the bidder's responsibility to submit the bid in time.

IB.22 Modification, Substitution and Withdrawal of Bids

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

E. BID OPENING AND EVALUATION.

IB.23 Bid Opening

- 23.1 Procuring agency will open the bids, including withdrawals, substitution and modifications made pursuant to Clause IB.22, in the presence of bidders' representatives who choose to attend, at the time, date and location stipulated in the bidding data. The bidders or their representatives who are in attendance shall sign an attendance sheet.
- 23.2 Envelopes marked "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL" shall be opened and read out first. Bids for which an acceptable notice of withdrawal has been submitted pursuant to clause IB.22 shall not be opened.
- 23.3 Procuring agency shall read aloud the name of the bidder, total bid price and price of

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

- 23.4 Procuring Agency shall prepare minutes of the bid opening, including the information disclosed to those present in accordance with the sub-clause IB.23.3.

IB.24 Process to be Confidential. (SPP Rule 53)

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

IB.25 Clarification of Bid (SPP Rule 43)

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

IB.26 Examination of Bids and Determination of Responsiveness

- 26.1 Prior to the detailed evaluation of bids, the 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.
- 26.2 Once found to be fulfilling the eligibility criteria, as mentioned in sub- clause 26.1, the bids of eligible bidders will be evaluated for technical responsiveness as per specification and criteria given in the bidding documents. Technical and financial evaluations may be carried out in accordance with single stage-single one envelope, single stage-two envelopes, two stage or two stage-two envelopes bidding procedures,

depending on the selection procedure adopted by the procuring agency.

26.3 A bid will be considered technically responsive if it (i) has been properly signed; (ii) is accompanied by the required bid security; and (iii) conforms to all the terms, conditions and specifications of the bidding documents, without material deviation or reservation. A material deviation or reservation is one (i) which affect in any substantial way the scope, quality or performance of the works; (ii) which limits in any substantial way, inconsistent with the bidding documents, the procuring agency's rights or the bidder's obligations under the contract; or (iii) adoption/rectification whereof would affect unfairly the competitive position of other bidders presenting substantially responsive bids.

26.4 If a bid has major deviations to the commercial requirements and technical specifications will be considered technically non responsive. As a general rule, major deviations are those that if accepted, would not fulfill the purposes for which the bid is requested, or would prevent a fair comparison or affect the ranking of the bids that are compliant with the bidding documents.

(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.

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

1B.27 Correction of Errors before Financial Evaluation

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

1B.28 Financial Evaluation and Comparison of Bids

- 28.1 The procuring agency will evaluate and compare only the Bids determined to be substantially responsive in accordance with clause IB 26.
- 28.2 In evaluating the Bids, the procuring agency will determine for each bid the evaluated bid price by adjusting the bid price as follows:
- (a) making any correction for errors pursuant to clause IB 27;
 - (b) excluding provisional sums (if any), for contingencies in the Summary Bill of Quantities, but including competitively priced Day work; and
 - (c) making an appropriate adjustment for any other acceptable variation or deviation.
- 28.3 The estimated effect of the price adjustment provisions of the conditions of contract, applied over the period of execution of the contract, shall not be taken into account in bid evaluation.
- 28.4 If the bid of the successful bidder is seriously unbalanced in relation to the procuring agency's estimate of the cost of work to be performed under the contract, the procuring agency may require the bidder to produce detailed price analyses for any or all items of the Bill of Quantities to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, the procuring agency may require that the amount of the Performance Security set forth in clause IB.32 be increased at the expense of the successful bidder to a level sufficient to protect the procuring agency against financial loss in the event of default of the successful bidder under the contract.

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

- (i) “**Coercive 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 procuring agency to establish prices at artificial, noncompetitive levels for any wrongful gain;
- (iii) “**Corrupt Practice**” means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful gain;
- (iv) “**Fraudulent Practice**” means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
- (v) “**Obstructive Practice**” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract or deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements before investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or acts intended to materially impede the exercise of inspection and audit rights provided for under the Rules.

28.6 Evaluation Report (SPP Rule 45)

After the completion of evaluation process, as described in clauses IB 27 and IB 28, the procuring agency shall announce the results of bid evaluation in the form of report (available on the website of the authority) giving reasons for acceptance and rejection of bid. The report shall be hoisted on website of the authority and that of procuring agencies if its website exists and intimated to all bidders at least seven (7) days prior to the award of contract.

F. AWARD OF CONTRACT

IB.29 Award (SPP Rule 49)

- 29.1 Subject to clauses IB 30 and IB 34 and provision of the rule: The procuring agency shall award the contract to the bidder whose bid has been determined to be substantially responsive to the bidding documents, and who has offered the lowest evaluated bid, but not necessarily the lowest submitted price, within the original or extended period of bid validity. Provided that such bidder has been determined to be eligible in accordance with the provisions of clause IB 03 and qualify pursuant to sub-clause IB 29.2.

- 29.2 Procuring agency, at any stage of the bid evaluation, having credible reasons for or having *prima facie* evidence of any deficiency(ies) in contractor's capacities, may require the contractor to provide information concerning their professional, technical, financial, legal or managerial competence whether already pre-qualified or not for the said project.

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

IB.30 Procuring Agency's Right to reject all Bids or Annul/Cancellation the Bidding Process (SPP Rule 25)

Notwithstanding clause IB 29 and provision of the rule: (1) A procuring agency reserves may cancel the bidding process at any time prior to the acceptance of a bid or proposal; (2) The procuring agency shall incur no liability towards bidders solely by virtue of its invoking sub -rule (1); (3) Intimation of the cancellation of bidding process shall be given promptly to all bidders and bid security shall be returned along with such intimation; (4) The procuring agency shall, upon request by any of the bidders, communicate to such bidder, grounds for cancellation of the bidding process, but is not required to justify such grounds.

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

- 31.1 Prior to expiry of the period of bid validity, including extension, prescribed by the procuring agency, the procuring agency shall notify the successful bidder in writing ("Letter of Acceptance") that his bid has been accepted. This letter shall mention the sum which the procuring agency will pay to the contractor in consideration of the execution and completion of the works by the contractor as prescribed by the contract (hereinafter and in the conditions of contract called the "Contract Price").
- 31.2 No negotiation with the bidder having evaluated as lowest responsive or any other bidder shall be permitted, however, procuring agency may hold meetings to clarify any item in the bid evaluation report.
- 31.3 The notification of award and its acceptance by the bidder will constitute the formation of the contract, binding the procuring agency and the bidder till signing of the formal Contract Agreement.
- 31.4 Upon furnishing by the successful bidder of a Performance Security and signing of the contract, the procuring agency will promptly notify the name of the successful bidder to all bidders and return their bid securities accordingly.
- 31.5 Within seven days of the award of contract, procuring agency shall publish on the website of the Authority and on its own website, if such a website exists, the results of the bidding process, identify the bid through procurement identifying numbers, and the following information:

- (1) Evaluation Report;
- (2) Form of Contract and letter of Award;
- (3) Bill of Quantities or Schedule of Requirement.

31.6 Debriefing (SPP Rule 51).

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

IB.32 Performance Security (SPP Rule 39)

- 32.1 The successful bidder shall furnish to the procuring agency a Performance Security in the form of pay order or demand draft or bank guarantee, and the amount stipulated in the bidding data and the Conditions of Contract within a period of 28 days after the receipt of Letter of Acceptance.
- 32.2 Failure of the successful bidder to comply with the requirements of Sub-clause IB.32.1 or clauses IB 33 or IB 35 shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security.
- 32.3 Validity of performance security shall extend at least ninety days beyond the date of completion of contract, or as mentioned in the bidding data to cover defects liability period or maintenance period subject to final acceptance by the procuring agency.

IB.33 Signing of Contract Agreement (SPP Rule 39)

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

Provided that the procuring agency may reduce the maximum time limit for signing of contract, as and when required, and shall be mentioned in the bidding documents.

33.4 Stamp Duty.

The formal Agreement between the Procuring Agency and the successful bidder shall be duly stamped at rate of ---% of bid price (updated from time to time) stated in Letter of Acceptance

IB.34 General Performance of the Bidders

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

IB.35 Integrity Pact (SPP Rule 89)

The bidder shall sign and stamp the Integrity Pact provided at Appendix-L to the bidding documents for all Provincial/Local Government procurement contracts exceeding Rupees ten million. Failure to provide such Integrity Pact shall make the bidder non-responsive.

IB.36 Instructions not Part of Contract

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

IB.37 Arbitration (SPP Rule 34)

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

CONTRACTOR

**Divisional Accounts Officer
Rohri Division Kandiaro**

**Executive Engineer
Rohri Division Kandiaro**

SPPRA BIDDING DOCUMENTS



STANDARD BIDDING DOCUMENTS

PROCUREMENT OF WORKS

(For Contractors Costing up to Rs: 50 Million & above)

Name of Work:- (ADP # 1242)Constructing of Retaining Wall at RD-51 (Road Bridge to connect Mithiani and Naushahro Feroze) along Mithiani Distry and Dalipota Minor @ RD-00 and 38,Constructing of Road Bridges along Let Minor at RD-4,34 and 40, Dalipota Minor RD-14,Thatt Minor at RD-12 & RD-14, Puran Minor at RD 4 and 13 Abji Minor RD 2, Constructing of Village Road Bridge along Mehrabpur Branch @ RD-30+0 & Strengthening of Weak Portion along Dalipota Minor & Abji Minor.

Issue to Mr./Ms. _____

And Charged RS 4000 /=-

Vide D.R No. _____ dated: / /2015

Executive Engineer
Road Division Landiara

BIDDING DATA

- (a) Name of Procuring Agency Executive Engineer Rohri Division Kandiaro
- (b) Brief Description of work: (ADP # 1242)Constructing of Retaining Wall at RD-51 (Road Bridge to connect Mithiani and Naushahro Feroze) along Mithani Distry and Dalipota Minor @ RD-00 and 38,Constructing of Road Bridges along Let Minor at RD-4,34 and 40, Dalipota Minor RD-14,Thatt Minor at RD-12 & RD-14, Puran Minor at RD 4 and 13 Abji Minor RD 2, Constructing of Village Road Bridge along Mehrabpur Branch @ RD-30+0 & Strengthening of Weak Portion along Dalipota Minor & Abji Minor.
- (c) Procuring Agency Address: Executive Engineer Rohri Division Kandiaro
First class inspection Bungalow near national highway
- (d) Estimate Cost: 68852000
- (e) Amount of Bidding Security: 1377040 (2% estimate cost)
- (f) Period of Bid Validity (Days): 6 Months
- (g) Security Deposit (i/c bid Security) at 5% of Bid price (i/c bid Security)
- (h) Percentage, if any, to be deducted from bills:
- (i) Deadline for submission of bids along with time 14 Hours
- (j) Venue time and date of bid opening 12.06.2015 (at 15.00 Hours) at office of Superintending Engineer Rohri Canal Circle Hyderabad.
- (k) Time for completion from written order of commence: 6 Months
- (l) Liquidty Damages _____

CD No. _____ Amount _____ date ____ / ____ /2015 Bank _____

EXECUTIVE ENGINEER
ROHRI DIVISION
KANDIARO

SCHEDULE OF PRICES SUMMARY OF BID PRICES

Name of works: (ADP # 1242)Constructing of Retaining Wall at RD-51 (Road Bridge to connect Mithiani and Naushahro Feroze) along Mithiani Distry and Dalipota Minor @ RD-00 and 38,Constructing of Road Bridges along Let Minor at RD-4,34 and 40, Dalipota Minor RD-14,Thatt Minor at RD-12 & RD-14, Puran Minor at RD 4 and 13 Abji Minor RD 2, Constructing of Village Road Bridge along Mehrabpur Branch @ RD-30+0 & Strengthening of Weak Portion along Dalipota Minor & Abji Minor.

Bill of Qty:	Description	Total Amount Rs.
Part (A)	CONSTRUCTING RETAINING WALL AT RD-51 ROAD BRIDGE MITHIANI TO NAUSHAHRO FEROZE ALONG MITHIANI DISTRY, DALI POTA MINOR AT RD-00 AND RD-38.	33.758 (M)
Part (B)	CONSTRUCTING ROAD BRIDGE ALONG LET MINOR RD-4, RD-34, RD-40, THATT MINOR RD-12 & RD-14 AND DALI POTA MINOR @ RD-14 AND PURAN MINOR AT RD-4, RD-13 & ABJI MINOR RD-2	6.945 (M)
Part (C)	CONSTRUCTING OF ROAD BRIDGE ALONG MEHRABPUR BRANCH @ RD-30+00	2.571 (M)
Part (D)	STRENGTHENING OF WEAK PORTIONS ALONG DALI POTA MINOR FROM RD-06 TO 15 AND ABJI MINOR FROM RD-00 TO 14 B/S	15.801 (M)
Add % above /bellow expect item No.9 part(A),item No.12 part(B) item No.13 part(C) item No.4 part (D).		

CONTRACTOR

**Executive Engineer
Rohri Division Kandiac**

NAME OF WORK:- CONSTRUCTING RETAINING WALL AT RD-51 ROAD BRIDGE MITHIANI TO NAUSHAHRO FEROZE ALONG MITHIANI DISTRY, DALI POTA MINOR AT RD-00 AND RD-38.

QTY:	ITEM OF WORK		RATE	UNIT	AMOUNT
78400 Cft	1	Excavation in foundation of building bridges and other structures including dag-belling dressing rifling around structure with excavated earth watering and ramming lead up to 5 ft. (b) in ordinary soil (P-5/l-18b)	3176/25	% Cft	249018
18375 Sft	2	Preparing and watering and ramming surface for laying concrete (for head works only). Horizontal floor (P-18/l-18a)	228/09	% Sft	41912
12250 Sft	3	Erection and removal of centering for RCC or plain cement concrete works of Deodar wood (2 nd class).(ii)vertical (P-18/l-19aii)	7000/-	% Sft	857500
18375 Cft	4	Cement concrete brick or stone ballast 1 ½" to 2" gauge ratio 1:3:6 (P-15/l-4a)	10770/93	% Cft	1979158
18375 Cft	5	Cement concrete plain including placing compacting , finishing and curing , complete (including screening and washing at stone aggregate without shuttering) (h)Ration 1:3:6 (P-16/l-5h)	12595/-	% Cft	2314331
90650 Cft	6	Coursed rubble masonry i/c hammer dressed. (d) In cement sand mortar, Ratio 1:6 (P-27/l-4diii)	26288/46	%Cft.	23830489
2450 Cft.	7	Cement concrete plain including placing compacting, finishing and curing, complete (including screening and washing at stone aggregate without shuttering). (h)Ration 1:2:4 (P-15/l-5f)	14429/25	%Cft.	353517
49000Cft	8	Borrow pit Excavation undressed lead up to 100 ft. (a) ordinary soil (P-1/l-3a)	2117/50	%0Cft.	1037575

490000 Cft	9	Carriage of 100 cft /5 tons o all material like stone aggregate. Spawls, coal lime surkhi etc. B.G rail fastening rails & crossing bridge, girders pipes, sheets rail M.S Bar etc. or 1000 Nos. bricks 9"x4 1/2" "x3" or 1000 Nos. tiles 12:x6x2: or 150 cft. Of timber or 100 (maunds of fuel would by trucks or any other means owned by the contractor (carriage of earth 2 mile). (P-1/1-1a) Sch: of Cartage	502/52	% Cft	2462348
490000 Cft	10	Dressing & Leveling of earthwork to designed section etc. complete. (b) Ordinary or hard soil. (P# 3 l# 11b)	187/55	%0 Cft.	91900
120 Days	11	(a) Full hire charge of the pumping set per day inclusive of wage of driver and Assistant fuel or electric energy plate forms required for placing pumps etc at lower depths with suction and delivery pipes for pumping out water found at various depth from trenches including the cost of erection and dismantling after the completion of the job. (i) Hire charges of pumping set of upto 10 HP pumping out water from 20' deep trench p/day. PHED Page 76, I-23IV (b) 6" Dia	2500/00	P/Day	300000
960 Hrs.	12	NOTE: for working the pump beyond 8 hours the following payment shall be made, the hire of pumping set it self being for 24 hrs. including for pumping set of 10 HP. Page 77 , I-23(iv)	250/00	P/Hour	240000
Total Rs.					33757748/-
NOTE:- No premium will be allowed on item No. 9					

CONTRACTOR

**EXECUTIVE ENGINEER,
ROHRI DIVISION KANDIARO**

6750 Cft.	8	Pacca brick work other than building including striking of joints up to 20 ft height in Cement, sand mortar. Ratio 1:4 (P-22/l-7id)	12899/70	%Cft.	870730
2160 Sft.	9	Cement Plaster 1:2 upto 20' ht: (c) 3/4" thick (P# 52, l# 9e)	3056/62	%Sft.	66023
929.70 Cft.	10	Cement concrete plain including placing compacting, finishing and curing, complete (including screening and washing of stone aggregate without shuttering). (h)Ration 1:2:4 (P-16/l-57)	14429/25	%Cft.	134149
62640 Cft	11	Borrow pit Excavation undressed lead up to 100 ft. (a) ordinary soil (P-1/l-3a)	2117/50	%0Cft.	132640
62640 Cft	12	Carriage of 100 cft /5 tons o all material like stone aggregate. Sprawls, coal lime surkhi etc. B.G rail fastening rails & crossing bridge, girders pipes, sheets rail M.S Bar etc. or 1000 Nos. bricks 9"x4 1/2" "x3" or 1000 Nos. tiles 12:x6x2: or 150 cft. Of timber or 100 (maunds of fuel would by trucks or any other means owned by the contractor (carriage of earth 2 mile). (P-1/l-1a) Sch: of Cartage	502/52	% Cft	314779
62640 Cft	13	Dressing & Leveling Dressing & Leveling of earthwork to designed section etc. complete. (b) Ordinary or hard soil. (P# 3, 111b)	187/55	%0 Cft.	11748
Total Rs.					6944829
NOTE:- No premium will be allowed on item No. 12					

CONTRACTOR

**EXECUTIVE ENGINEER,
ROHRI DIVISION KANDIARO**

NAME OF WORK:- CONSTRUCTING OF ROAD BRIDGE ALONG MEHRABPUR BRANCH @ RD-30+00

QUANTITY		ITEM OF WORK	RATE	UNIT	AMOUNT
5060 Cft.	01	Excavation in foundation of building bridges and other structures including dagbelling dressing refilling around structure with excavated earth watering and ramming lead up to 5 ft. (b) In ordinary soil (P-4 / I-18(b))	3176/25	%Cft.	16072
1408 Sft.	02	Preparing, watering and ramming surface for laying concrete (for head works only). Horizontal floor (P-18/I-18(a))	228/09	%Sft.	3212
406 Sft.	03	Erection and removal of centering for R.C.C or plain cement concert work of (b) Portal wood (Horizontal) (P-18 / I-19(b))	3588/48	%Sft.	14569
1376 Cft.	04	Cement concrete bricks or stone ballast 1 1/2" to 2" gauge Ratio 1:4:8 (P-15/I-4(b))	9416/28	%Cft.	129568
1376 Cft	05	Cement concrete plain including placing compacting, finishing and curing, complete (including screening and washing of stone aggregate without shuttering). (h)Ration 1:3:6 (P-16/I-5(h))	12595/00	%Cft.	173307
1344 Cft	06	Pacca brick work in foundation and plinth in cement sand mortar 1:4 (P-20/I-4(c))	12501/41	% Cft	168019
1850 Cft	07	Reinforced cement concrete work i/c all labour and material except the cost of steel reinforcement and its labour for its bending & which will be paid separately, this rate also i/c all kinds of form moulds lifting shuttering curing rendering and finishing the exposed surface and washing of shingle) Ratio1:2:4 a) RCC work in roof, slab, beams, column rafts, lintels and other structural members laid in situ or pre-cast laid in position completed in all respects. 1:2:4 90 LBS 2cft sand 4cft shingle 1/8" to 1/4" gauge. (P-16 / I-6(a))	337/00	P/Cft.	623450
115.63 Cwt.	08	Fabrication of mild steel reinforcement for cement concrete i/c cutting bending, laying in position making joints and fastenings i/c cost of binding wire (also includes removal of (b) using tar bars (P-17 / I-8(b))	5001/70	P/Cwt.	578346.57

2303 Cft	09	Pacca brick work other then building including striking of joints up to 20 ft height in (c) Cement sand mortar Ratio 1:4 (P-22 , I-7(c))	12899/70	% Cft	297080
1204 Sft	10	Cement Plaster 1:2 upto 12' ht: (c) ¾" thick (P-52 / I-9(c))	3056/62	% Sft	36802
422 Cft	11	Cement concrete plain including placing compacting, finishing and curing, complete (including screening and washing of stone aggregate without shuttering) (f)Ration 1:2:4 (P-16 , I-5(f))	14429/25	% Cft	60891
32800 Cft	12	Barrow pit excavation undressed lead upto 100' Ft. (a) Ordinary Soil.(P-1 / I-3(a))	2117/50	%Cft.	69454
32800 Cft.	13	Carriage of 100 Cft./5 tons of all material like tone aggregate spwall coal line Surkhi etc. BG Rails fastening points and crossing Bridges and Girders pipes sheets, rails M.S Bar etc are 1000 Nos. bricks 10"x5"x3" are 1000 Nos. Tiles 12"x6"x2" are 150 Cft. of timber of 1000 mounds of fuel wood by Trucks or any other means owned by Contractor 2 miles. (P-1 / I-1)	502/52	%Cft.	164826
32800 Sft	14	Dressing and leveling and leveling of earth work to designed section etc complete. (b) Ordinary or hard soil) (P# 3, I 11b)	187/55	%0Sft	6152
51 Days	14	Full hire charge of the pumping set per day inclusive of wages of drives and assistant fuel or electricity energy plate forms required for placing pumps etc at lower depths with section named delivery pipes for pumping out water found at various depths from trenches including the cost of erection and dismantling after the completion of the job.(P-76 / I-23) PHED Schedule	2500/00	P/Day	127500
408 Hrs.	15	Hire charges of pumping set of upto 10 H.P Pumping out water from 20 ft deep trench.(P-77 / I-23) PHED Schedule	250/00	P/Hour	102000
TOTAL:					2571249
NOTE:- No premium will be allowed on item No. 13					

CONTRACTOR

EXECUTIVE ENGINEER
ROHRI DIVISION KANDIARO

NAME OF WORK:- STRENGTHENING OF WEAK PORTIONS ALONG DALI POTA MINOR FROM RD-06 TO 15 AND ABJI MINOR FROM RD-00 TO 14 B/S

QUANTITY		ITEM	RATE	UNIT	AMOUNT
520030 Sft.	01	Jungle clearance and removing within 100 ft (a) light jungle. Page # 95 , 1 # 4-(a)	75/63	%0 Sft	39328
12.00 Acres	02	Ploughing 3 times. (P - 103 / 1 - 41)	1769/63	P. Acre	24540
2936198 Cft.	03	Borrow pit excavation undressed lead upto 100 ft (c) Ordinary soil. (P - 1 / 1 - 3 a)	2117/50	%0 Cft	6217399
1761719 Cft.	04	Carriage of 100 ft 5 tons of all material like stone aggregate spawl coal lime surkhi etc. B.G rail fastening points and crossing bridges girders pipes sheets rails M S Bars etc. or 1000 Nos of bricks 10"x5"x3" or 1000 Nos of tiles 12"x6"x2" or 150 cft of timber or 100 mounds of fuel wood by trucks or any other means owned by contractor (3 Mile) P-1 I-1 Sch: of Carriage	502/52	% Cft	8852990
2936198 Cft.	05	Dressing & Leveling Dressing & Leveling of earthwork to designed section etc. complete. (b) Ordinary or hard soil. (P - / 1 -)	187/55	%0 Cft	549069
1174479 Cft.	06	Extra for 50 ft additional lead or part there off for earth work soft ordinary hard and very hard. Page # 02 , 1 # 8-(a)	100/78	%0 Cft	118364
TOTAL RS.					15801690/-
NOTE:- No premium will be allowed on item No. 04					

CONTRACTOR

EXECUTIVE ENGINEER
Rohri Division Kandiaro

INSTRUCTIONS TO BIDDERS

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

A. GENERAL

IB.1 Scope of Bid

- 1.1 Procuring agency as defined in the bidding data hereinafter called "the procuring agency" wishes to receive bids for the construction and completion of works as described in these bidding documents, and summarized in the bidding data hereinafter referred to as the "Works".
- 1.2 The successful bidder will be expected to complete the works within the time specified in Appendix-A to Bid.

IB.2 Source of Funds

- 2.1 Procuring agency has received/allocated/] applied for loan/grant/ Federal/ Provincial/Local Government funds from the source(s) indicated in the bidding data in various currencies towards the cost of the project /scheme specified in the bidding data, and it is intended that part of the proceeds of this loan/grant/funds will be applied to eligible payments under the contract for which these bidding documents are issued.

IB.3 Eligible Bidders

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

Firms and individuals, national or international, may be allowed to bid for any project where international competitive bidding is feasible. Any conditions for participation shall be limited to those that are essential to ensure the bidder's capability to fulfill the contract in question.

- (a) Bidders may be excluded if;
 - (i) as a matter of law or official regulations, commercial relations are prohibited with the bidder's country by the federal government in case of ICB, or
 - (ii) a firm is blacklisted/ debarred by the procuring agency and the matter has been reported to the Authority, subject to Rule 30 of Sindh Public Procurement Rules 2010.

- (b) Government-owned enterprises or institutions may participate only if they can establish that they are;
- (i) legally and financially autonomous, and
 - (ii) operate under commercial law.

Provided that where government-owned universities or research centers in the country are of a unique and exceptional nature, and their participation is critical to project implementation, they may be allowed to participate; and

Bidders shall include all those contractors who are registered or incorporated in Pakistan, irrespective of the nationality of their owners and professional staff, or

- (c) Bidders are:-
- (i) pre-qualified with procuring agency for particular project/scheme;
 - (ii) registered with Pakistan Engineering Council in particular category and discipline,
 - (iii) registered with relevant tax authorities (income/sales tax, wherever applicable)

IB.4 One Bid per Bidder

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

IB.5 Cost of Bidding

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

IB.6 Site Visit

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

expenses incurred as a result of such inspection.

B. BIDDING DOCUMENTS

IB.7 Contents of Bidding Documents (SSP RULE 21)

7.1 The bidding documents, in addition to invitation for bids, are those stated below and should be read in conjunction with any addenda issued in accordance with Clause IB.9.

- a. Instructions to Bidders.
- b. Bidding Data.
- c. General Conditions of Contract, Part-I (GCC).
- d. Special Conditions of Contract, Part-II (SCC)
- e. Specifications.
- f. Form of Bid and Appendices to Bid.
- g. Bill of Quantities (Appendix-D to Bid).
- h. Form of Bid Security.
- i. Form of Contract Agreement.
- j. Forms of Performance Security, Mobilization Advance Guarantee, Integrity Pact and Indenture bond for secured advance.
- k. Drawings.

7.2 The bidders are expected to examine carefully the contents of all the above documents. Failure to comply with the requirements of bid submission will be at the bidder's own risk. Pursuant to Clause IB.26, bids which are not substantially responsive to the requirements of the BD will be rejected.

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

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

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

IB.9 Addendum/Modification of Bidding Documents:

9.1 At any time prior to the deadline for submission of bids, the procuring agency may, for any reason, whether at his own initiative or in response to a clarification requested by a interested bidder, modify the bidding documents by issuing addendum.

9.2 Any addendum thus issued shall be part of the bidding documents pursuant to sub-clause IB 7.1 hereof and shall be communicated in writing to all bidders. Interested bidders shall acknowledge receipt of each addendum in writing to the procuring agency.

9.3 To afford bidders reasonable time in which to take an addendum into account in

preparing their bids, the procuring agency may extend the deadline for submission of bids in accordance with IB.20

C. PREPARATION OF BIDS

IB.10 Language of Bid

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

IB.11 Documents Accompanying the Bid

11.1 Each bidder shall:

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

And

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

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

and other pertinent information such as mobilization programme etc;

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

- (a) one of the joint venture partners shall be nominated as being in charge; and

this authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the joint venture partners;

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

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

IB.12 Bid Prices

- 12.1 Unless stated otherwise in the bidding documents, the contract shall be for the whole of the works as described in IB 1.1 hereof, based on the unit rates or prices submitted by the bidder or percentage quoted above or below on the rates of Composite Schedule of Rates (CSR), as the case may be.
- 12.2 The bidders shall fill in rates and prices for all items of the works described in the Bill of Quantities. Items against which no rate or price is entered by a bidder will not be paid for by the procuring agency when executed and shall be deemed to be covered by rates and prices for other items in the Bill of Quantities. In case of Composite Schedule of Rates, if the bidder fails to mention the percentage above or below, it shall be deemed to be at par with the rates of Composite Schedule of Rates.
- 12.3 The bid price submitted by the contractor shall include all rates and prices including

the taxes. All duties, taxes and other levies payable by the contractor under the contract, or for any other cause during the currency of the execution of the work or otherwise specified in the contract as on the date seven days prior to the deadline for submission of bids.

Additional / reduced duties, taxes and levies due to subsequent additions or changes in legislation shall be reimbursed / deducted as per Sub-Clause 13.7 of the General Conditions of Contract Part-I.

- 12.4 The rates and prices quoted by the bidders are subject to adjustment during the performance of the contract in accordance with the provisions of Clause 13.7 of GCC. The bidders shall furnish the prescribed information for the price adjustment formulae in Appendix-C to Bid, and shall submit with their bids such other supporting information as required under the said Clause. Adjustment in prices quoted by bidders shall be allowed as per Sub-Para 4(ii) of Section C of Instructions to bidders and bidding data.

IB.13 Currencies of Bid and Payment

- 13.1 The unit rates and the prices shall be quoted by the bidder entirely in Pak rupees. A bidder expecting to incur expenditures in other currencies for inputs to the works supplied from outside the procuring agency's country (referred to as the "Foreign Currency Requirements") shall indicate the same in Appendix-B to Bid. The proportion of the bid price (excluding Provisional Sums) needed by him for the payment of such Foreign Currency Requirements either (i) entirely in the currency of the bidder's home country or, (ii) at the bidder's option, entirely in Pak rupees provided always that a bidder expecting to incur expenditures in a currency or currencies other than those stated in (i) and (ii) above for a portion of the foreign currency requirements, and wishing to be paid accordingly, shall indicate the respective portions in the bid.
- 13.2 The rates of exchange to be used by the bidder for currency conversion shall be the selling rates published and authorized by the State Bank of Pakistan prevailing on the date, 07 (seven) days prior to the deadline for submission of bids. For the purpose of payments, the exchange rates used in bid preparation shall apply for the duration of the contract.

IB.14 Bid Validity

- 14.1 Bids shall remain valid for the period stipulated in the bidding data from the date of opening of bid specified in clause IB.23.
- 14.2 In exceptional circumstances, prior to expiry of the original, the procuring agency may request the bidders to extend the period of validity for a specified additional period, which shall not be for more than one third of the original period of bid validity. The request and the responses thereto, shall be made in writing. A bidder may refuse the request without the forfeiture of the bid security. In case, a bidder agreed to the request, shall not be required or permitted to modify the bid, but will be required to extend the validity of the bid security for the period of the extension, and in compliance with Clause IB.15 in all respects.

IB.15 Bid Security

- 15.1 Each bidder shall furnish, as part of the bid, a bid security in the amount stipulated in the bidding data in Pak Rupees or an equivalent amount in a freely convertible currency.
- 15.2 The bid security shall be at the option of the bidder, in the form of deposit at call, Pay order or a bank guarantee issued by a Scheduled Bank in Pakistan or from a foreign bank duly counter guaranteed by a Scheduled Bank in Pakistan in favour of the procuring agency, which should commensurate with the bid validity period. The bank guarantee for bid security shall be acceptable in the manner as provided at Annexure BS-1
- 15.3 Any bid not accompanied by an acceptable bid security shall be rejected by the procuring agency as non-responsive.
- 15.4 Bid security shall be released to the unsuccessful bidders once the contract has been signed with the successful bidder or the validity period has expired.
- 15.5 The bid security of the successful bidder shall be returned when the bidder has furnished the required Performance Security and signed the Contract Agreement.
- 15.6 The bid security may be forfeited:
 - (a) if the bidder withdraws his bid except as provided in sub- clause IB 22.1;
 - (b) if the bidder does not accept the correction of his bid price pursuant to sub-clause IB 27.2 hereof; or
 - (c) In the case of successful bidder, if he fails within the specified time limit to:
 - (i) furnish the required Performance Security; or
 - (ii) sign the Contract Agreement.

IB.16 Alternate Proposals/Bids

- 16.1 Each bidder shall submit only one bid either by himself, or as a member of a joint venture, until and unless they have been requested or permitted for alternative bid, then he has to purchase separate bidding documents and alternate bid shall be treated as separate bid.
- 16.2 Alternate proposals are allowed only for procurement of works where technical complexity is involved and more than one designs or technical solutions are being offered. Two stage two envelope bidding procedure will be appropriate when alternate proposal is required.
- 16.3 Alternate bid(s) shall contain (a) relevant design calculations; (b) technical specifications; (c) proposed construction methodology; and (d) any other relevant details / conditions, provided that the total sum entered on the Form of Bid shall be

that which represents complete compliance with the bidding documents.

IB.17 Pre-Bid Meeting

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

IB.18 Format and Signing of Bid

- 18.1 Bidders are particularly directed that the amount entered on the Form of Bid shall be for performing the contract strictly in accordance with the bidding documents.
- 18.2 All appendices to bid are to be properly completed and signed.
- 18.3 Alteration is not to be made neither in the form of bid nor in the Appendices thereto except in filling up the blanks as directed. If any such alterations be made or if these instructions be not fully complied with, the bid may be rejected.
- 18.4 Each bidder shall prepare by filling out the forms without alterations and shall provide an original copy along with photocopies as per the requirement of the procuring agency specified in the bidding data. The original as well as copies of the document shall be clearly marked as "ORIGINAL" and "COPY", as the case may be. If there is any discrepancy between original and copy (ies) then the original shall prevail.
- 18.5 The original and all copies of the bid shall be typed or written in indelible ink (in the case of copies, Photostats are also acceptable) and shall be signed by a person(s) duly authorized to sign on behalf of the bidder pursuant to sub- clause IB 11.1(a) hereof. All pages of the bid shall be initialed and stamped by the person(s) signing the bid.
- 18.6 The bid shall contain no alterations, omissions or additions, except to comply with instructions issued by the procuring agency, or as are necessary to correct errors made by the bidder. Such corrections shall be initialed by the person(s) signing the bid.
- 18.7 Bidders shall indicate in the space provided in the Form of Bid their full and proper

postal addresses at which notices may be legally served on them and to which all correspondence in connection with their bids and the contract is to be sent.

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

D. SUBMISSION OF BIDS

IB.19 Sealing and Marking of Bids

19.1 Each bidder shall submit his bid as under:

- (a) ORIGINAL and _____ COPIES of the bid shall be separately sealed and put in separate envelopes and marked as such.
- (b) The envelopes containing the ORIGINAL and COPIES shall be put in one sealed envelope and addressed as given in sub – clause IB 19.2 hereof.

19.2 The inner and outer envelopes shall:

- (a) be addressed to the procuring agency at the address provided in the bidding data;
- (b) bear the name and identification number of the contract as defined in the bidding data; and
- (c) provide a warning not to open before the time and date for bid opening, as specified in the bidding data.

19.3 In addition to the identification required in sub- clause IB 19.2 hereof, the inner envelope shall indicate the name and postal address of the bidder to enable the bid to be returned unopened in case it is declared “late” pursuant to Clause IB.21

19.4 If the outer envelope is not sealed and marked as above, the procuring agency will assume no responsibility for the misplacement or premature opening of the Bid.

IB.20 Deadline for Submission of Bids

- 20.1
- (a) Bids must be received by the procuring agency at the address specified not later than the time and date stipulated in the bidding data,
 - (b) Bids with charges payable will not be accepted, nor will arrangements be undertaken to collect the bids from any delivery point other than that specified above. Bidders shall bear all expenses incurred in the preparation and delivery of bids. No claims shall be entertained for refund of such expenses,
 - (c) Where delivery of a bid is by mail and the bidder wishes to receive an acknowledgment of receipt of such bid, he shall make a request for such acknowledgment in a separate letter attached to but not included in the sealed bid package,

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

20.2 The Procuring Agency may, at its discretion, extend the deadline for submission of bids by issuing an amendment in accordance with IB 09. In such case, all rights and obligations of the procuring agency and the bidders shall remain the same as mentioned in the original deadline.

IE.21 Late Bids

- (a) any bid received by the procuring agency after the deadline for submission of bids prescribed in to clause IB 20 shall be returned unopened to such bidder.
- (b) delays in the mail, person in transit, or delivery of a bid to the wrong office shall not be accepted as an excuse for failure to deliver a bid at the proper place and time. It shall be the bidder's responsibility to submit the bid in time.

IE.22 Modification, Substitution and Withdrawal of Bids

22.1 Any bidder may modify, substitute or withdraw his bid after bid submission provided that the modification, substitution or written notice of withdrawal is received by the procuring agency prior to the deadline for submission of bids.

22.2 The modification, substitution, or notice for withdrawal of any bid shall be prepared, sealed, marked and delivered in accordance with the provisions of Clause IB.19 with the outer and inner envelopes additionally marked "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL" as appropriate.

22.3 No bid may be modified by a bidder after the deadline for submission of bids except in accordance with to sub - clauses IB 22.1 and IB 27.2.

22.4 Withdrawal of a bid during the interval between the deadlines for submission of bids and the expiration of the period of bid validity specified in the Form of Bid may result in forfeiture of the bid security in pursuance to clause IB 15.

E. BID OPENING AND EVALUATION.

IE.23 Bid Opening

23.1 Procuring agency will open the bids, including withdrawals, substitution and modifications made pursuant to Clause IB.22, in the presence of bidders' representatives who choose to attend, at the time, date and location stipulated in the bidding data. The bidders or their representatives who are in attendance shall sign an attendance sheet.

23.2 Envelopes marked "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL" shall be opened and read out first. Bids for which an acceptable notice of withdrawal has been submitted pursuant to clause IB.22 shall not be opened.

23.3 Procuring agency shall read aloud the name of the bidder, total bid price and price of

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

- 23.4 Procuring Agency shall prepare minutes of the bid opening, including the information disclosed to those present in accordance with the sub-clause IB.23.3.

IB.24 Process to be Confidential. (SPP Rule 53)

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

IB.25 Clarification of Bid (SPP Rule 43)

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

IB.26 Examination of Bids and Determination of Responsiveness

- 26.1 Prior to the detailed evaluation of bids, the 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 PRC (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.
- 26.2 Once found to be fulfilling the eligibility criteria, as mentioned in sub- clause 26.1, the bids of eligible bidders will be evaluated for technical responsiveness as per specification and criteria given in the bidding documents. Technical and financial evaluations may be carried out in accordance with single stage-single one envelope, single stage-two envelopes, two stage or two stage-two envelopes bidding procedures,

depending on the selection procedure adopted by the procuring agency.

26.3 A bid will be considered technically responsive if it (i) has been properly signed; (ii) is accompanied by the required bid security; and (iii) conforms to all the terms, conditions and specifications of the bidding documents, without material deviation or reservation. A material deviation or reservation is one (i) which affect in any substantial way the scope, quality or performance of the works; (ii) which limits in any substantial way, inconsistent with the bidding documents, the procuring agency's rights or the bidder's obligations under the contract; or (iii) adoption/rectification whereof would affect unfairly the competitive position of other bidders presenting substantially responsive bids.

26.4 If a bid has major deviations to the commercial requirements and technical specifications will be considered technically non responsive. As a general rule, major deviations are those that if accepted, would not fulfill the purposes for which the bid is requested, or would prevent a fair comparison or affect the ranking of the bids that are compliant with the bidding documents.

(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.

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

IB.27 Correction of Errors before Financial Evaluation

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

IB.28 Financial Evaluation and Comparison of Bids

- 28.1 The procuring agency will evaluate and compare only the Bids determined to be substantially responsive in accordance with clause IB 26.
- 28.2 In evaluating the Bids, the procuring agency will determine for each bid the evaluated bid price by adjusting the bid price as follows:
- (a) making any correction for errors pursuant to clause IB 27;
 - (b) excluding provisional sums (if any), for contingencies in the Summary Bill of Quantities, but including competitively priced Day work; and
 - (c) making an appropriate adjustment for any other acceptable variation or deviation.
- 28.3 The estimated effect of the price adjustment provisions of the conditions of contract, applied over the period of execution of the contract, shall not be taken into account in bid evaluation.
- 28.4 If the bid of the successful bidder is seriously unbalanced in relation to the procuring agency's estimate of the cost of work to be performed under the contract, the procuring agency may require the bidder to produce detailed price analyses for any or all items of the Bill of Quantities to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, the procuring agency may require that the amount of the Performance Security set forth in clause IB.32 be increased at the expense of the successful bidder to a level sufficient to protect the procuring agency against financial loss in the event of default of the successful bidder under the contract.

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

- (i) “**Coercive 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 procuring agency to establish prices at artificial, noncompetitive levels for any wrongful gain;
- (iii) “**Corrupt Practice**” means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful gain;
- (iv) “**Fraudulent Practice**” means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
- (v) “**Obstructive Practice**” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract or deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements before investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or acts intended to materially impede the exercise of inspection and audit rights provided for under the Rules.

28.6 Evaluation Report (SPP Rule 45)

After the completion of evaluation process, as described in clauses IB 27 and IB 28, the procuring agency shall announce the results of bid evaluation in the form of report (available on the website of the authority) giving reasons for acceptance and rejection of bid. The report shall be hoisted on website of the authority and that of procuring agencies if its website exists and intimated to all bidders at least seven (7) days prior to the award of contract.

F. AWARD OF CONTRACT

IB.29 Award (SPP Rule 49)

29.1 Subject to clauses IB 30 and IB 34 and provision of the rule: The procuring agency shall award the contract to the bidder whose bid has been determined to be substantially responsive to the bidding documents, and who has offered the lowest evaluated bid, but not necessarily the lowest submitted price, within the original or extended period of bid validity. Provided that such bidder has been determined to be eligible in accordance with the provisions of clause IB 03 and qualify pursuant to sub-clause IB 29.2.

- 29.2 Procuring agency, at any stage of the bid evaluation, having credible reasons for or having *prima facie* evidence of any deficiency(ies) in contractor's capacities, may require the contractor to provide information concerning their professional, technical, financial, legal or managerial competence whether already pre-qualified or not for the said project.

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

IE.30 Procuring Agency's Right to reject all Bids or Annul/Cancellation the Bidding Process (SPP Rule 25)

Notwithstanding clause IB 29 and provision of the rule: (1) A procuring agency reserves may cancel the bidding process at any time prior to the acceptance of a bid or proposal; (2) The procuring agency shall incur no liability towards bidders solely by virtue of its invoking sub -rule (1); (3) Intimation of the cancellation of bidding process shall be given promptly to all bidders and bid security shall be returned along with such intimation; (4) The procuring agency shall, upon request by any of the bidders, communicate to such bidder, grounds for cancellation of the bidding process, but is not required to justify such grounds.

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

- 31.1 Prior to expiry of the period of bid validity, including extension, prescribed by the procuring agency, the procuring agency shall notify the successful bidder in writing ("Letter of Acceptance") that his bid has been accepted. This letter shall mention the sum which the procuring agency will pay to the contractor in consideration of the execution and completion of the works by the contractor as prescribed by the contract (hereinafter and in the conditions of contract called the "Contract Price").
- 31.2 No negotiation with the bidder having evaluated as lowest responsive or any other bidder shall be permitted, however, procuring agency may hold meetings to clarify any item in the bid evaluation report.
- 31.3 The notification of award and its acceptance by the bidder will constitute the formation of the contract, binding the procuring agency and the bidder till signing of the formal Contract Agreement.
- 31.4 Upon furnishing by the successful bidder of a Performance Security and signing of the contract, the procuring agency will promptly notify the name of the successful bidder to all bidders and return their bid securities accordingly.
- 31.5 Within seven days of the award of contract, procuring agency shall publish on the website of the Authority and on its own website, if such a website exists, the results of the bidding process, identify the bid through procurement identifying numbers, and the following information:

- (1) Evaluation Report;
- (2) Form of Contract and letter of Award;
- (3) Bill of Quantities or Schedule of Requirement.

31.6 Debriefing (SPP Rule 51).

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

IB.32 Performance Security (SPP Rule 39)

- 32.1 The successful bidder shall furnish to the procuring agency a Performance Security in the form of pay order or demand draft or bank guarantee, and the amount stipulated in the bidding data and the Conditions of Contract within a period of 28 days after the receipt of Letter of Acceptance.
- 32.2 Failure of the successful bidder to comply with the requirements of Sub-clause IB.32.1 or clauses IB 33 or IB 35 shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security.
- 32.3 Validity of performance security shall extend at least ninety days beyond the date of completion of contract, or as mentioned in the bidding data to cover defects liability period or maintenance period subject to final acceptance by the procuring agency.

IB.33 Signing of Contract Agreement (SPP Rule 39)

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

Provided that the procuring agency may reduce the maximum time limit for signing of contract, as and when required, and shall be mentioned in the bidding documents.

33.4 Stamp Duty.

The formal Agreement between the Procuring Agency and the successful bidder shall be duly stamped at rate of ----% of bid price (updated from time to time) stated in Letter of Acceptance

IB.34 General Performance of the Bidders

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

IB.35 Integrity Pact (SPP Rule 89)

The bidder shall sign and stamp the Integrity Pact provided at Appendix-L to the bidding documents for all Provincial/Local Government procurement contracts exceeding Rupees ten million. Failure to provide such Integrity Pact shall make the bidder non-responsive.

IB.36 Instructions not Part of Contract

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

IB.37 Arbitration (SPP Rule 34)

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

**Divisional Accounts Officer
Rohri Division Mandiara**

CONTRACTOR

**Executive Engineer
Rohri Division Mandiara**