



GOVERNMENT OF SINDH
IRRIGATION DEPARTMENT

NOTIFICATION

No.SO(R&S)8-110/2012-13: With the approval of competent authority, a Complaint Redressal Committee is hereby constituted in terms of Rule 31(1) of Sindh Public Procurement Rule 2010 (Amended 2013) regarding ADP schemes 2015-16 of Irrigation Department, Government of Sindh **pertaining to Sukkur Barrage Left Bank Region** with the following composition:-

- | | | |
|----|---|------------------------|
| 1. | Director General
Monitoring & Evaluation Cell
Irrigation Department, Government of Sindh | Chairman |
| 2. | Chief Engineer,
Sukkur Barrage Right Bank Region Larkana
Irrigation Department, Govt of Sindh | Member |
| 3. | Superintending Engineer,
Western Sindh Circle, Larkana
Irrigation Department | Member |
| 4. | Executive Engineer
(Concerned Division) Irrigation Department | Secretary |
| 5. | District Accountant Officer Sindh
(Concerned Division) | Assistant
Secretary |

T.O.R's of the Committee are as provided under Rule 31 of Sindh Public Procurement Rule 2010 and also perform any other function ancillary and incidental to the above.

SYED ZAHEER HYDER SHAM
SECRETARY TO GOVT. OF SINDH

No.SO(R&S)8-110/2012-13 / 3511

Karachi, dated the 9th October, 2015.

A copy is forwarded for information & necessary action to:-

1. The Accountant General Sindh, Karachi with the request to nominate your **representative for the above Complaint Redressal Committee.**
2. The Director General, Monitoring & Evaluation Cell, Irrigation Department, Government of Sindh, Karachi.
3. The M. D. Sindh Public Procurement Regulatory Authority Karachi.
4. The Chief Engineer, (All) Irrigation Development, Govt. of Sindh.
5. The Superintending Engineer, (All) Irrigation Deptt, Govt. of Sindh.
6. The Executive Engineer, (All), Irrigation Department, Govt. of Sindh.
7. P.S. to Secretary Irrigation Department, Govt. of Sindh, Karachi.

SECTION OFFICER (RR&S.)
For Secretary to Government of Sindh

بولیوں کی طلبی کے لئے نوٹس

حکومتی محکمہ پانی و برقی طاقت / فرم سے جو سال 2015 کے لئے پاکستان انجینئرنگ کونسل اعلامیہ سے رجسٹرڈ ہوں اور تازہ ترین SPPRA قواعد کے تحت شمارہ نمبر 1 تا 4 کے لئے C-4، شمارہ نمبر 5 اور 6 کے لئے C-5 اور شمارہ نمبر 7 کے لئے C-6 ٹینڈر کی طلبی کی جا رہی ہے۔ اسناد ترقیاتی پروگرام ADP & M&R کے تحت درج ذیل کاموں کو پائے تکمیل پہنچانے کے لئے سرپرست بولیاں مطلوب ہیں۔

نمبر شمار	کام کا نام	لاگت ملین میں	عرصہ تکمیل
	ADP نمبر 760		
1	(i) مرمت و تزئین نو پبلک پمپ ہاؤس چارہ بوری امرام پولیس چیک پوسٹ و پاور (Paver) ورک اور 3 حد آری سی پاور ہاؤس حد بندی آئیل اور اس کے مقام پیراج ٹاؤن شپ سکسیر (ii) پمپ کے خیر خیزہ دل شدہ آبنوں کی مرمت و تزئین نو کے لئے کوئیشن	29.454	36 ماہ
2	تزئین نو تعمیر پیراج ٹاؤن شپ ورک اور فٹ پائوہ مقام پیراج ٹاؤن شپ سکسیر	35.719	-do-
3	تعمیر اسفالت روڈ مقام پیراج ٹاؤن شپ سکسیر	35.186	-do-
4	فرامی و گیسٹ آؤٹ آف آئیل گولڈ اینڈ بائیں کنارے پر پبلک پاور (Paver) ورک تعمیر نئے اینٹرنک سب اسٹیشن و کارنچ پت (Pit) مقام پیراج ٹاؤن شپ سکسیر	42.564	-do-
5	(i) پمپ کے پانی کے لئے فلٹر پلان کی تعمیر، فرامی و چھائی نئی PFE پائپ و تزئین نو فرسودہ پمپ ہاؤس اور Sumwell مقام پیراج ٹاؤن شپ سکسیر (ii) پمپ کے پانی کے لئے فلٹر پلان کے خیر خیزہ دل آبنوں کے کوئیشن	23.460	-do-
6	مرمت، تزئین نو گولڈ مسجد و 2 حد وقف مقام پیراج ٹاؤن شپ سکسیر	15.250	-do-

- (1) مرمت/تزئین نو گھار (Ghar) اسٹیشن پاور
- (1) خواجہ شہزاد علی ٹھیکہ پانی و برقی طاقت / فرم سے بولی دتا جائے گا۔ اس کے علاوہ 3000 روپے ناقابل واپس کی ادائیگی پر مورچہ 15-10-30 کو دن 12 بجے تک خرید سکتے ہیں۔ جملی، انیس و صوبی 15-11-2 کو دن 12 بجے اور لاشانی اسی روز دن 1 بجے لاشانی / جاگڑہ مینی ٹرک یا ٹھیکہ پانی و برقی طاقت / فرم سے فرمائیدگان کی موجودگی میں کر سکی۔
- (2) بولی دہندہ کو پتہ شدہ قیمت بولی کا 2% زر رجحان پیش کرنا اور پیراج چھریہ خیزہ دل پمپ آف پاکستان حق زیر دستگی میں کرنا جو بولی دہندہ اس کے منسلک ہونا چاہئے۔ مطلوبہ کال ڈیپازٹ کی عدم موجودگی میں ٹھیکہ پانی و برقی طاقت / فرم سے بولی دہندہ کو پتہ شدہ کال ڈیپازٹ کرنا چاہئے۔
- (3) ٹھیکہ پانی و برقی طاقت / فرم سے فرمائیدگان کو قیمت کارڈ پر ہونا چاہئے۔
- (4) گزشتہ 5 سالوں میں ملنے والے کالڈ / جاری کاموں کی تفصیلی فہرست منسلک ہے۔ بولی دہندہ کو چاہئے۔
- (5) جاری کاموں کی فہرست جس میں لاگت کارڈ پر پورے ہو اور پانی آف لیکر آف اور آف ورک۔
- (6) تکمیل شدہ / جاری کاموں کے دستاویزی شاہد اور آجران کی جانب سے کام کی علی بخش تکمیل کا سرٹیفکیٹ۔
- (7) ٹھیکہ پانی و برقی طاقت / فرم کو دستاویز شہرے و آفات کی فہرست (شہرت لکھت کے ہمراہ)۔
- (8) فرم کے ساتھ کام کرنے والے عملی عملے اور انجینئرنگ کا پورے ہونا۔
- (9) درخواست دہندہ (فرم ٹیکس) ڈیپازٹ اور سندھ ریویو بورڈ سے رجسٹر ہونا چاہئے اور درخواستوں کے ساتھ INTN اور SRB سرٹیفکیٹ منسلک کیے جائیں بصورت دیگر درخواستیں منظور نہ ہوں گی۔ CNIC کی کاپی بھی منسلک کی جائے۔
- (10) حلف نامہ اس بابت کہ فرم عملے سے قانونی کاروبار میں نہ لگے گا۔
- (11) حلف نامہ اس بابت کہ فرم ٹھیکہ پانی و برقی طاقت / فرم سے منسلک عملے سے منسلک نہیں رہے گا۔
- (12) حلف نامہ اس بابت کہ فرم ٹھیکہ پانی و برقی طاقت / فرم سے منسلک عملے سے منسلک نہیں رہے گا۔
- (13) ٹھیکہ پانی و برقی طاقت / فرم سے منسلک عملے سے منسلک نہیں رہے گا۔
- (14) گزشتہ 3 سالوں کا چارٹرڈ اکاؤنٹنٹ کے جانچ شدہ تازہ ترین سرٹیفکیٹ ہمراہ منسلک۔
- (15) کوئی مشروہ یا بولیاں قبول نہ ہوں گی۔
- (16) پروویڈورنگ ایجنسی ایس بی پی آر کے قواعد 2010 دیکھ کر اس کے تحت منسلک شدہ کی دستوں کے تابع ہونے کوئی وجہ بتائے نہیں جاسکتی۔
- (17) فرم ٹیکس کی صورت میں پائپر شپ ڈیزل کی فہرست جس میں ڈیزل ٹیکس ان اور پیراج چھریہ خیزہ دل یا دیگر منسلک کام کے عمل کو آف پاور آف اتارنی کے ہمراہ ہوں۔ سول پروویڈورنگ شپ کی صورت میں ایس اینڈ ایکٹنگ سلف ٹائٹ پروویڈورنگ

کرائے جائے۔

شرح دستخط
ایگزیکٹو انجینئر
بیراج ڈویژن سکسیر

INF-KRY-3493/15

Say no to Corruption



SATURDAY OCTOBER 10, 2015 Regd.S.S-944

OFFICE OF THE EXECUTIVE ENGINEER BARRAGE DIVISION SUKKUR

No. TC/G-55/ of 2015, Sukkur Dated / / 2015

- Read: -
- i). This office Notice for invitation of Bids No. TC/G-55/2597 dated 22.09.2015.
 - ii). Sindh Public Procurement Regulatory Authority Karachi letter No. Mng(Assmnt-II)/058/SPPRA/3-12/15-16/8049 dt 21.10.2015

CORRIGENDUM

In pursuance to the guidelines of SPPRA authority in his letter quoted under read, the NIT called by this office vide No. mentioned under read in which the word "Government Contractors" published in the various newspapers may be substituted as "Interested contractors/bidders".

All other terms and conditions shall be remained same.


**EXECUTIVE ENGINEER
BARRAGE DIVISION SUKKUR**

Copy forwarded with compliments to:

1. The Managing Director Sindh Public Procurement Regulatory Authority Barrack # 8 Secretariat 4-A Court Road Karachi Tel: 021-99205369 for **hoisting on website.**
2. The Director Information and Public Relation Govt: of Sindh Block - 95 Sindh Secretariat 4B Opposite Sindh Assembly Building Karachi **for publication.**
3. The Director Information Technology Department 1st Floor Building No. 06 Sindh Secretariat Kamal-Ata-Turk Road Karachi for **hoisting on website.**
4. The Chief Engineer Sukkur Barrage Left Bank Region Sukkur for favour of kind information.
5. The Superintending Engineer Khairpur Irrigation Circle Sukkur form favour of kind information.
6. The Executive Engineer (All) for information.
7. The Assistant Executive Engineer (All) for information.
8. Copy for Notice Board.


**EXECUTIVE ENGINEER
BARRAGE DIVISION SUKKUR**

(REVISED) PROCUREMENT PLAN (DEVELOPMENT/CAPITAL)

(Cost In Million)

Serial No. /ADP No.	Name of Scheme & Estimated Cost	Allocated Funds	Cost of on-going works (Expenditure already incurred)	Funds earmarked for on-going works	Cost of New works (components)	Funds for New works (3-5)	Nature of Procurement	Method of Procurement	Anticipated /Actual Date of Advertisement	Anticipated /Actual Date of Start	Anticipated /Actual Date of Completion
1	2	3	4	5	6	7	8	9	10	11	12
1/760	Rehabilitation & Renovation of Sumpwell, Water Supply Connection & Residential Building i/c Drainage System and Road in Barrage Colony Sukkur										
i)	i. Repair & Renovation of Bungalow, i/c Construction of Boundary Wall alongwith Police Check Post & Paver work and 3 Nos. RCC Pillar with 2 Nos. Heavy Steel Doors In Barrage Township Sukkur. ii. Quotation of Non-scheduled Items for Repair & Renovation of Bungalow.	29.454	Nil	Nil	29.454	20.00 (for the year 2015-16)	Civil Works	Single Stage Singe Envelope	22.09.2015	15.12.2015	36 Months
ii)	Renovation and Construction of Barrage Club & Turfing Lawns and Footpath in Barrage Township Sukkur.	35.719	-do-	-do-	35.719		-do-	-do-	-do-	-do-	-do-
iii)	Construction of Asphalt Road in Barrage Township Sukkur.	35.186	-do-	-do-	35.186		-do-	-do-	-do-	-do-	-do-
iv).	Providing and Fixing Iron Steel Grill Left & Right Bank with Pavers Work, Construction of New Electric Sub-Station & Garbage Pit in Barrage Township Sukkur.	42.564	-do-	-do-	42.564		-do-	-do-	-do-	-do-	-do-
v).	i. Construction of Filter Plan for Drinking Purpose, Providing & Laying New P.E Pipe & Renovation of Outdated Sewerage and Sumwell in Barrage Township Sukkur. ii. Quotation of Non-scheduled Items of Filter Plan for Dinking Purpose.	23.460	-do-	-do-	23.460		-do-	-do-	-do-	-do-	-do-
vi).	Repair, Renovation of Goal Masjid & 02 Nos. Bungalow in Barrage Township Sukkur.	15.250	-do-	-do-	15.250		-do-	-do-	-do-	-do-	-do-


EXECUTIVE ENGINEER
BARRAGE DIVISION SUKKUR

PROCUREMENT PLAN (Non-Development) M&R

(Cost In Million)

Serial No	Fund Head & Sub head	Name of work and break up	Allocated Funds and break up for different locations /sites	Items to be executed	Method of Procurement	Anticipated /Actual Date of Advertisement	Anticipated /Actual Date of Start	Anticipated /Actual Date of Completion	Remarks
A	b	c	d	f	h	i	j	k	l
1.	Provincial 0422-Irrigation, 042203-Canal Irrigation, A-134704 Bund & Dams	Repair/Renovation of Ghar Inspection Bungalow.	1.600	---	Single Stage Envelope	10.10.2015	15.12.2015	30.06.2016	

EXECUTIVE ENGINEER
BARRAGE DIVISION SUKKUR

SPPRA BIDDING DOCUMENT



GOVERNMENT OF SINDH
IRRIGATION DEPARTMENT

Name of Work : - REPAIR/RENOVATION OF GHAR
INSPECTION BUNGALOW.

Name of Procuring Agency : - EXECUTIVE ENGINEER, BARRAGE
DIVISION SUKKUR

Document Issued to : - M/s
Government Contractor

M&R WORK

OCTOBER – 2015

Cat: - C6

INSTRUCTIONS TO BIDDERS

General Rules and Directions for the Guidance of Contractors.

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

Matters governing the performance of the Contract or payments under the Contract, or matters affecting the risks, rights, and obligations of the parties under the Contract are included as Conditions of Contract and *Contract Data*.

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

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

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

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

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

BIDDING DOCUMENT

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

5. **Conditional Offer:** Any person who submits a tender shall fill up the usual printed form stating at what percentage above or below on the rates specified in Bill of Quantities for items of work to be carried out: he is willing to undertake the work and also quote the rates for those items which are based on market rates. Only one rate of such percentage, on all the Scheduled Rates shall be framed. Tenders, which propose any alternative in the works specified in the said form of invitation to tender or in the time allowed for carrying out the work, or which contain any other conditions, will be liable to rejection. No printed form of tender shall include a tender for more than one work, but if contractor wish to tender for two or more works, they shall submit a separate tender for each.

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

6. All works shall be measured by standard instruments according to the rules.

7. Bidders shall provide evidence of their eligibility as and when requested by the Procuring Agency.

8. Any bid received by the Agency after the deadline for submission of bids shall be rejected and returned unopened to the bidder.

9. Prior to the detailed evaluation of bids, the Procuring Agency will determine whether the bidder fulfills all codal requirements of eligibility criteria given in the tender notice such as registration with tax authorities, Sindh Revenue Board, registration with PEC in the specified category, turnover statement, experience statement, and any other condition mentioned in the NIT and bidding document. If the bidder does not fulfill any of these conditions, it shall not be evaluated further.

10. Bid without bid security of required amount and prescribed form shall be rejected.

11. Bids determined to be substantially responsive shall be checked for any arithmetic errors. Arithmetical errors shall be rectified on the following basis:

BIDDING DATA

- (a) Name of Procuring Agency :- EXECUTIVE ENGINEER BARRAGE DIVISION SUKKUR
- (b) Brief Description of Works :- REPAIR/RENOVATION OF GHAR INSPECTION BUNGALOW.
- (c) Procuring Agency's address :- OFFICE OF THE EXECUTIVE ENGINEER BARRAGE DIVISION SUKKUR
- (d) Estimated Cost :- **RS. 16,00,000/-**
- (e) Amount of Bid Security :- TWO 2% ON QUOTED BID PRICE
- (f) Period of Bid Validity (days) :- 60 DAYS.
- (g) Security Deposit:- (including bid security) :- FIVE 5%
- (h) Percentage, if any, to be deducted from bills :- THREE 3% (SECURITY DEPOSIT)
- (i) Deadline for Submission of Bids along with time :- 02.11.2015 AT 12:00 PM
- (j) Venue, Time, and Date of Bid Opening :-
VENUE : OFFICE OF THE EXECUTIVE ENGINEER BARRAGE DIVISION SUKKUR
TIME : 01:00 PM
DATE : 02.11.2015
- (k) Time for Completion from written order of commence :- 12 MONTHS
- (l) Liquidity damages :- 0.05 of Estimated Cost or Bid cost per day of delay, but total not exceeding 10% under the provisions of SPP Rules.
- (m) Deposit Receipt No: Date: Amount :- NO:
DATE:
AMOUNT: **Rs. 3,000/-**

BIDDING DOCUMENT

SCHEDULE OF PRICES – SUMMARY OF BID PRICES

Bill No.	Description	Total Amount (Rs.)
1.	Repair & Renovation of Ghar Inspection Bungalow.	
	TOTAL BID PRICE: -	

SCHEDULE OF PRICES

Bill No. 1 REPAIR & RENOVATION OF GHAR INSPECTION BUNGALOW.

Item No.	Description	Quantity	Unit	Rate	Total Amount
1.	Removing Cement or Lime Plaster.	5542	%Sft.	121	6706
2.	Pacca brick work in other than building in cement sand mortar 1:4 (P-21 / I-7c).	579	%Cft	12899.70	74689.26
3.	Providing and laying tiles glazed 6"x6"1/2" for floor or wall facing in required colour and pattern of stile specification jointed in white cement & pigment over A base of 1:2 grey cement mortar 3/4" thick i/c washing & filling of joint with surry of white cement and pigment.	2504	%Sft.	30509.77	763964.64
4.	White glazed tiles 1/4" thick dado jointed in white cement and laid over 1:2 cement sand mortar 3/4" thick including finishing. (P- 44/ I-37)	171	% Sqt	28253.61	48313.67
5.	Cement plaster (1:2) up 12ft height 3/4" thick.	4974	% sqt	3056.62	152036.27
6.	Cement Plaster 1:3 up 12ft height 3/4" thick	4974	% Sft	2795.30	139038.22
7.	Providing and laying single per layer of polythene sheet 0.13mm thick or water proofing as per specification instructions of engineer incharge. (P-37/38)	5792	P. Sft	10.70	61974.4
8.	Mud flooring consisting of 6" thick consolidated layer of moistened earth and finished off with 1" mud plaster and gobi leaping.	5792	%Sft.	1291.83	74823
9.	Cost iron rain water down pipe fixed in place excluding heads and shoes but including painting and clamps etc (a) 4" dia.	4	P.Rft.	423.13	1692.52
10.	White wash or color wash.	9762	% Sft	425.81	41571
11.	Distemper 2 coat.	9762	% Sft	1043.90	101906
12.	Providing & laying (main or sub-main) PVC insulated with size with size 3/029 copper conductor in 3/4" dia.	450	P. Meter	121	54450
13.	Providing fixing channel polties are required as per of engineer including. (P-43/I-1).				
	3/4"	150	P. 2Rft	34	2550
	1"	100	P. 3Rft	40	1333.33
14.	Providing and fixing brass cilling fan 56" (good quilting).	1	Each	3185	3185
15.	Providing and fixing two wag 5P 5AMP switch flush type.	20	Each.	55	1100

BIDDING DOCUMENT

Item No.	Description	Quantity	Unit	Rate	Total Amount
16.	Providing and fixing circuit breaker 6,10,15,20,30,40,50 and 63 SP (TB55) on prepared board as required. (P-31/I-203).				
	10AMP	5	Each	916	4580
	20 AMP	5	Each	916	4580
17.	Providing and fixing DP i/c change over switch 500 volts 100 amp on a prepared board.	1	Each	7612	7612
18.	Providing and fixing brass pattern holder.	150	Each.	70	10500
19.	Providing and fixing one way 5P 5AMP switch surface type.	10	Each.	34	340
SUB-TOTAL: -					15,56,945
Percentage Quoted . % Above/Below on the Prices of Items Based On Composite Schedule of Rates Rs.					
TOTAL: -					
(Rupees _____)					

CONDITIONS OF CONTRACT

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CONDITIONS OF CONTRACT

Clause – 1: COMMENCEMENT & COMPLETION DATES OF WORK.

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

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

Clause – 2: LIQUIDATED DAMAGES.

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

Clause – 3: TERMINATION OF THE CONTRACT.

(A) Procuring Agency/Executive Engineer may terminate the contract if either of the following conditions exists:-

- (i) Contractor causes a breach of any clause of the Contract;
- (ii) The progress of any particular portion of the work is unsatisfactory and notice of 10 days has expired;

BIDDING DOCUMENT

- (iii) In the case of abandonment of the work owing to the serious illness or death of the contractor or any other cause.
- (iv) Contractor can also request for termination of contract if a payment certified by the Engineer is not paid to the contractor within 60 days of the date of the submission of the bill.

The payment would be subject to the provision of funds.

(B) The Executive Engineer/Procuring Agency has power to adopt any of the following courses as may deem fit:-

- (i) To forfeit the security deposit available except conditions mentioned at (A)-(iii) and (iv) above;
- (ii) To finalize the work by measuring the work done by the contractor.

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

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

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

Clause 4: POSSESSION OF THE SITE AND CLAIMS FOR COMPENSATION FOR DELAY.

The Engineer shall give possession of all parts of the site to the contractor. If possession of site is not given by the date stated in the contract data, no compensation shall be allowed for any delay caused in starting of the work on account of any acquisition of land, water standing in borrow pits/compartments or in according sanction to estimates. In

such case, either date of commencement will be changed or period of completion is to be extended accordingly.

Clause -5: EXTENSION OF INTENDED COMPLETION DATE.

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

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

Clause -6: SPECIFICATIONS.

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

Clause – 7: PAYMENTS.

(A) Interim/Running Bill.

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

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

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

(B) The Final Bill.

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

Clause – 8: REDUCED RATES.

In cases where the items of work are not accepted as so completed, the Engineer-in-charge may make payment on account of such items at such reduced rates as he

may consider reasonable in the preparation of final or on running account bills with reasons recorded in writing.

Clause – 9: ISSUANCE OF VARIATION AND REPEAT ORDERS.

(A) Agency may issue a Variation Order for procurement of works, physical services from the original contractor to cover any increase or decrease in quantities, including the introduction of new work items that are either due to change of plans, design or alignment to suit actual field conditions, within the general scope and physical boundaries of the contract.

(B) Contractor shall not perform a variation until the Procuring Agency has authorized the variation in writing subject to the limit not exceeding the contract cost by of 15% on the same conditions in all respects on which he agreed to do them in the work, and at the same rates, as are specified in the tender for the main work. The contractor has no right to claim for compensation by reason of alterations or curtailment of the work.

(C) In case the nature of the work in the variation does not correspond with items in the Bill of Quantities, the quotation by the contractor is to be in the form of new rates for the relevant items of work, and if the Engineer-in-charge is satisfied that the rate quoted is within the rate worked out by him on detailed rate analysis, and then only he shall allow him that rate after approval from higher authority.

(D) The time for the completion of the work shall be extended in the proportion that the additional work bear to the original contact work.

(E) In case of quantities of work executed result the Initial Contract Price to be exceeded by more than 15%, and then Engineer can adjust the rates for those quantities causing excess the cost of contract beyond 15% after approval of Superintending Engineer.

(F) **Repeat Order:**

Any cumulative variation, beyond the 15% of initial contract amount, shall be subject of another contract to be tendered out if the works are separable from the original contract.

Clause-10: QUALITY CONTROL.

(A) Identifying Defects:

If at any time before the security deposit is refunded to the contractor/during defect liability period mentioned in bid data, the Engineer-in-charge or his subordinate-in-charge of the work may instruct the contractor to uncover and test any part of the works which he considers may have a defect due to use of unsound materials or unskillful workmanship and the contractor has to carry out a test at his own cost irrespective of work already approved or paid.

(B) Correction of Defects:

The contractor shall be bound forthwith to rectify or remove and reconstruct the work so specified in whole or in part, as the case may require. The contractor shall correct the notified defect within the Defects Correction Period mentioned in notice.

(C) Uncorrected Defects:

(i) In the case of any such failure, the Engineer-in-charge shall give the contractor at least 14 days notice of his intention to use a third party to correct a defect. He may rectify or remove, and re-execute the work or remove and replace the materials or articles complained of as the case may be at the risk and expense in all respects of the contractor.

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

Clause – 11:

(A) Inspection of Operations.

The Engineer and his subordinates, shall at all reasonable times have access to the site for supervision and inspection of works under or in course of execution in pursuance of the contract and the contractor shall afford every facility for and every assistance in obtaining the right to such access.

(B) Dates for Inspection and Testing.

The Engineer shall give the contractor reasonable notice of the intention of the Engineer-in-charge or his subordinate to visit the work shall have been given to the contractor, then he either himself be present to receive orders and instructions, or have a responsible agent duly accredited in writing present for that purpose, orders given to the contractor's duly authorized agent shall be considered to have the same force an effect as if they had been given to the contractor himself.

Clause – 12: EXAMINATION OF WORK BEFORE COVERING UP.

(A) No part of the works shall be covered up or put out of view/beyond the reach without giving notice of not less than five days to the Engineer whenever any such part of the works or foundations is or are ready or about to be ready for examination and the Engineer shall, without delay, unless he considers it unnecessary and advises the contractor accordingly, attend for the purpose of examining and measuring such part of the works or of examining such foundations;



(B) If any work is covered up or placed beyond the reach of measurement without such notice having been given, the same shall be uncovered at the contractor's expense, and in default thereof no payment or allowance shall be made for such work, or for the materials with which the same was executed.

Clause – 13: RISKS.

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

Clause - 14: MEASURES FOR PREVENTION OF FIRE AND SAFETY MEASURES.

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

Clause-15: SUB-CONTRACTING.

BIDDING DOCUMENT

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

Clause – 16: DISPUTES.

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

Clause –17: SITE CLEARANCE.

On completion of the work, the contractor shall be furnished with a certificate by the Executive Engineer (hereinafter called the Engineer in-charge) of such completion, but neither such certificate shall be given nor shall the work be considered to be complete until the contractor shall have removed all temporary structures and materials brought at site either for use or for operation facilities including cleaning debris and dirt at the site. If the contractor fails to comply with the requirements of this clause then Engineer-in-charge, may at the expense of the contractor remove and dispose of the same as he thinks fit and shall deduct the amount of all expenses so incurred from the contractor's retention money.

The contractor shall have no claim in respect of any surplus materials as aforesaid except for any sum actually realized by the sale thereof.

Clause –18: FINANCIAL ASSISTANCE /ADVANCE PAYMENT.

(A) Mobilization advance is not allowed.

(B) Secured Advance against materials brought at site.

(i) Secured Advance may be permitted only against imperishable materials/quantities anticipated to be consumed/utilized on the work within a period of three months from the date of issue of secured advance and definitely not for full quantities of materials for the entire work/contract. The sum payable for such materials on site shall not exceed 75% of the market price of materials;

(ii) Recovery of Secured Advance paid to the contractor under the above provisions shall be affected from the monthly payments on actual consumption basis, but not later than period more than three months (even if unutilized).

Clause –19: RECOVERY AS ARREARS OF LAND REVENUE.

Any sum due to the Government by the contractor shall be liable for recovery as arrears of Land Revenue.

Clause –20: REFUND OF SECURITY DEPOSIT/RETENTION MONEY.

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

SPPRA BIDDING DOCUMENT



GOVERNMENT OF SINDH IRRIGATION DEPARTMENT

Name of Scheme :- REHABILITATION & RENOVATION OF
SUMPWELL, WATER SUPPLY CONNECTION
AND RESIDENTIAL BUILDING I/C DRAINAGE
SYSTEM AND ROAD IN BARRAGE COLONY
SUKKUR (A.D.P # 760 '2015-16')

Name of Work :- i) Repair & Renovation of Bungalow, i/c
Construction of Boundary Wall alongwith Police
Check Post & Paver work and 3 Nos. RCC Pillars
with 2 Nos. Heavy Steel Doors in Barrage
Township Sukkur.
ii. Quotation of Non-scheduled Items for Repair &
Renovation of Bungalow.

Name of Procuring Agency :- EXECUTIVE ENGINEER, BARRAGE
DIVISION SUKKUR

Document Issued :- M/s
to Government Contractor

Package No: 01

OCTOBER – 2015

Cat: - C4

BIDDING DOCUMENT

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BIDDING DOCUMENT

INVITATION FOR BIDS



BIDDING DOCUMENT

OFFICE OF THE EXECUTIVE ENGINEER, BARRAGE DIVISION, SUKKUR.

No. TC/G-55/2597

of 2015,

Sukkur, Dated:

22/09/ 2015

NOTICE FOR INVITING BIDS

The sealed bids are hereby invited from Government Contractors/firms registered with Pakistan Engineering Council Islamabad for the year 2015 and having license of Category C-4 for serial # 01 to 04, C-5 for serial # 05 & 06 and C-6 for serial # 07 under the latest SPPRA Rules for carryout the following works under Annual Development Programme-ADP & M&R.

S. No.	Name of Work	Cost in Million	Completion Period
ADP No. 760			
1.	i. Repair & Renovation of Bungalow, i/c Construction of Boundary Wall alongwith Police Check Post & Paver work and 3 Nos. RCC Pillar with 2 Nos. Heavy Steel Doors In Barrage Township Sukkur. ii. Quotation of Non-scheduled Items for Repair & Renovation of Bungalow.	29.454	36 Months
2.	Renovation and Construction of Barrage Club & Turfing Lawns and Footpath in Barrage Township Sukkur.	35.719	-do-
3.	Construction of Asphalt Road in Barrage Township Sukkur.	35.186	-do-
4.	Providing and Fixing Iron Steel Grill Left & Right Bank with Pavers Work, Construction of New Electric Sub-Station & Garbage Pit in Barrage Township Sukkur.	42.564	-do-
5.	i. Construction of Filter Plan for Drinking Purpose, Providing & Laying New P.E Pipe & Renovation of Outdated Sewerage and Sumwell in Barrage Township Sukkur. ii. Quotation of Non-scheduled Items of Filter Plan for Dinking Purpose.	23.460	-do-
6.	Repair, Renovation of Goal Masjid & 02 Nos. Bungalow in Barrage Township Sukkur.	15.250	-do-
M&R Work			
1.	Repair/Renovation of Ghar Inspection Bungalow.	1.600	12 Months

1. The intended Government Contractors/firms can purchase the separate set of bidding documents on non-refundable payment of Rs. 3000/- each upto 30.10.2015 at 12:00 P.M. The same will be received back on 02.11.2015 at 12:00 P.M and will be opened on same day at 01:00 P.M by the opening/evaluation committee constituted for the purpose in the presence of participants or representatives of the contractors/firms.
2. The bidder should submit earnest money at the rate of Rs. 2% (two) each against quoted bid price of the work in the shape of call deposit from any scheduled bank of Pakistan in favour of the undersigned and should be attached with biding documents. In absence of requisite call deposit the bid offered by the Contractor/Firm will not be entertained.
3. Contractors/firms should have experience in similar nature of work.
4. The detail of works completed/ongoing on the same nature last five years should be attached.
5. List of works in progress indicating cost of each work and copy of letter of award of work.
6. Documentary evidence of work executed/works in progress and certificate of satisfactory completion of works by the employers.

Cont: P/02



BIDDING DOCUMENT

P/02

7. List of machinery and equipment's available with Contractor/Firm (Prove Ownership with evidence).
8. Bio-data of Engineers and Technical Staff working with the firm.
9. The applicant should be registered with Income Tax Department as well as Sindh Revenue Board and the same NTN and SRB certificates should be attached with the application, otherwise the application will not be entertained. Also copy of CNIC should be attached.
10. Undertaking on affidavit that firm is not involved in any litigation or abandoned any work in the Department.
11. Undertaking on affidavit to the effect that the firm/contractor have not been black listed previously by any executing agency.
12. Undertaking on affidavit that all documents/information provided by the contractor/firm are true and correct.
13. Complete postal address of the Contractor/Firm, Landline Number, Mobile Number & E-mail address.
14. Fresh Bank Certificate alongwith Statement of Bank duly checked by the Charter Accountant last three years.
15. No Conditional bid will be accepted.
16. The procuring agency has reserved the right to reject all or any bid without any reason under the provisions of SPPRA Rules-2010 with amendments issued by the SPPRA time to time.
17. In case of firm consortium list of partnership deed, giving full particulars of Directors/Proprietors or other connected alongwith power of attorney. In case of being sole proprietors such undertaking on affidavit be furnished.

--sd--

**EXECUTIVE ENGINEER
BARRAGE DIVISION SUKKUR**

Copy forwarded with compliments to:

1. The Managing Director Sindh Public Procurement Regulatory Authority Barrack # 8 Secretariat 4-A Court Road Karachi Tel: 021-99205369 for **hoisting on website**.
2. The Director Information and Public Relation Govt: of Sindh Block - 95 Sindh Secretariat 4B Opposite Sindh Assembly Building Karachi alongwith 07 copies for **publication in the (03) three leading newspapers**.
3. The Director Information Technology Department 1st Floor Building No. 06 Sindh Secretariat Kamal-Ata-Turk Road Karachi for **hoisting on website**.
4. The Chief Engineer Sukkur Barrage Left Bank Region Sukkur for favour of kind information.
5. The Superintending Engineer Khairpur Irrigation Circle Sukkur form favour of kind information.
6. The Executive Engineer (All) for information.
7. The Assistant Executive Engineer (All) for information.
8. Copy for Notice Board.

--sd--

**EXECUTIVE ENGINEER
BARRAGE DIVISION SUKKUR**

BIDDING DOCUMENT

INSTRUCTIONS TO BIDDERS



BIDDING DOCUMENT

INSTRUCTIONS TO BIDDERS

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BIDDING DOCUMENT

A. GENERAL

IB. 1 Scope of Bid & Source of Funds

1.1 Scope of Bid

The Procuring Agency as defined in the Bidding Data ("**Executive Engineer Barrage Division Sukkur**") wishes to receive Bids for the Works summarized in the Bidding Data ("**Repair & Renovation of Bungalow, i/c Construction of Boundary Wall alongwith Police Check Post & Paver work and 3 Nos. RCC Pillar with 2 Nos. Heavy Steel Doors in Barrage Township Sukkur**") (Package # 01).

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

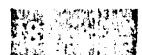
1.2 Source of Funds

The Procuring Agency has arranged funds by **Government of Sindh** from ADP, which may be indicated accordingly in bidding data towards the cost of the **Rehabilitation & Renovation of Sumpwell, Water Supply Connection and Residential Building i/c Drainage System and Road in Barrage Colony Sukkur (A.D.P # 760 '2015-16')**.

IB. 2 Eligible Bidders

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

- a) Duly licensed by the Pakistan Engineering Council (PEC) in the above mentioned appropriate category for value of work.
- b) Contractor should provide the documents quoted under and mentioned in the Notice for Invitation of Bids.
 - i) Contractors/firms should have experience in similar nature of work.
 - ii) The detail of works completed/ongoing on the same nature last five years should be attached.
 - iii) List of works in progress indicating cost of each work and copy of letter of award of work.
 - iv) Documentary evidence of work executed/works in progress and certificate of satisfactory completion of works by the employers.
 - v) List of machinery and equipment's available with Contractor/Firm (Prove Ownership with evidence).
 - vi) Bio-data of Engineers and Technical Staff working with the firm.
 - vii) The applicant should be registered with Income Tax Department as well as Sindh Revenue Board and the same NTN and SRB certificates should be attached with the application, otherwise the application will not be entertained. Also copy of CNIC should be attached.
 - viii) Undertaking on affidavit that firm is not involved in any litigation or abandoned any work in the Department.
 - ix) Undertaking on affidavit to the effect that the firm/contractor have not been black listed previously by any executing agency.



BIDDING DOCUMENT

- x) Undertaking on affidavit that all documents/information provided by the contractor/firm are true and correct.
- xi) Fresh Bank Certificate alongwith Statement of Bank duly checked by the Charter Accountant last three years.
- xii) In case of firm consortium list of partnership deed, giving full particulars of Directors/Proprietors or other connected alongwith power of attorney. In case of being sole proprietors such undertaking on affidavit be furnished.

IB. 3 Cost of Bidding

- 3.1 The bidder shall bear all costs associated with the preparation and submission of its bid and the Procuring Agency will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process (SPP Rules 24 & 25)

B. BIDDING DOCUMENTS

IB. 4 Contents of Bidding Documents

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

1. Instructions to Bidders & Bidding Data
2. Form of Bid, Qualification Information & Schedules to Bid comprise on the following:
 - (i) Schedule A: Schedule of Prices/ Bill of Quantities (BoQ).
 - (ii) Schedule B: Specific Works Data
 - (iii) Schedule C: Works to be Performed by Subcontractors
 - (iv) Schedule D: Proposed Programme of Works
 - (v) Schedule E: Method of Performing Works
 - (vi) Schedule F: Integrity Pact (works costing Rs 10 million and above)
3. Conditions of Contract & Contract Data
4. Standard Forms:
 - (i) Form of Bid Security,
 - (ii) Form of Performance Security;
 - (iii) Form of Contract Agreement;
 - (iv) Form of Bank Guarantee for Advance Payment.
5. Specifications.
6. Drawings.

- 4.2 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 Bid Document will be rejected.



BIDDING DOCUMENT

IB. 5 Clarification of Bidding Documents

- 5.1 A prospective bidder requiring any clarification(s) in respect of the Bidding Documents may notify to this Agency at the address indicated in the Bidding Data.
- 5.2 An interested bidder, who has obtained bidding documents, may request for clarification of contents of bidding documents in writing and procuring agency shall respond to such queries in writing within three calendar days, provided they are received at least five calendar days prior to the date of opening of bid (SPP Rule 23-1).

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

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

C. PREPARATION OF BIDS

IB. 7 Language of Bid

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

IB. 8 Documents Comprising the Bid

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



BIDDING DOCUMENT

IB. 9 Sufficiency of Bid

- 9.1 Each bidder shall satisfy himself before Bidding as to the correctness and sufficiency of his Bid and of the prices quoted/entered in the BoQ, which rates and prices shall except in so far as it is otherwise expressly provided in the Contract, cover all his obligations under the Contract and all matters and things necessary for the proper completion of the works.
- 9.2 The bidder is advised to obtain for himself at his own cost and responsibility all information that may be necessary for preparing the bid and entering into a Contract for execution of the Works.

IB. 10 Bid Prices, Currency of Bid and Payment

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

IB. 11 Documents Establishing Bidder's Eligibility and Qualifications

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

IB. 12 Documents Establishing Works' Conformity to Bidding Documents

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



BIDDING DOCUMENT

IB. 13 Bid Security

- 13.1** Each bidder shall furnish, as part of his bid, at the option of the bidder, a Bid Security as 02 percentage of bid price in Pak. Rupees in the form of Deposit at Call issued by a Scheduled Bank in Pakistan in favour of the Procuring Agency (Executive Engineer Barrage Division Sukkur).
- 13.2** Any bid not accompanied by an acceptable Bid Security shall be rejected by the Procuring Agency as non-responsive.
- 13.3** The bid securities of unsuccessful bidders will be returned upon award of contract to the successful bidder or on the expiry of validity of Bid Security whichever is earlier.
- 13.4** The Bid Security of the successful bidder will be returned when the bidder has furnished the required Performance Security, and signed the Contract Agreement (SPP Rule 37).
- 13.5 The Bid Security may be forfeited:**
- (a) if a bidder withdraws his bid during the period of bid validity; or
 - (b) if a bidder does not accept the correction of his Bid Price, pursuant to Sub-Clause 16.4 (b) hereof; or
 - (c) in the case of a successful bidder, if he fails within the specified time limit to:
 - (i) Furnish the required Performance Security or
 - (ii) Sign the Contract Agreement.

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

- 14.1** Bids shall remain valid for the period stipulated in the Bidding Data after the date of bid opening.
- 14.2** In exceptional circumstances, Procuring Agency may request the bidders to extend the period of validity for an additional period but not exceeding 1/3 of the original period. The request and the bidders' responses shall be made in writing or by cable. A Bidder may refuse the request without forfeiting the Bid Security. A Bidder agreeing to the request will not be required or permitted to otherwise modify the Bid, but will be required to extend the validity of Bid Security for the period of the extension, and in compliance with IB.13 in all respects (SPP Rule 38).
- 14.3** All Schedules to Bid are to be properly completed and signed.
- 14.4** No alteration is to be made in the Form of Bid except in filling up the blanks as directed. If any alteration be made or if these instructions be not fully complied with, the bid may be rejected.
- 14.5** Each bidder shall prepare Original and number of copies specified in the Bidding Data of the documents comprising the bid as described in IB.8 and clearly

BIDDING DOCUMENT

mark them "ORIGINAL" and "COPY" as appropriate. In the event of discrepancy between them, the original shall prevail.

- 14.6 The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign (in the case of copies, Photostats are also acceptable). This shall be indicated by submitting a written Power of Attorney authorizing the signatory of the bidder to act for and on behalf of the bidder. All pages of the bid shall be initialed and official seal be affixed by the person or persons signing the bid.
- 14.7 The Bid shall be delivered in person or sent by registered mail at the address to Procuring Agency as given in Bidding Data. Bidder shall indicate their full and proper address which notices may be legally served in them and which all correspondence in connection with their bids.

D. SUBMISSION OF BID

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

- 15.1 Bids must be received by the Procuring Agency at **Office of the Executive Engineer Barrage Division Sukkur** not later than **12 hours on 02.11.2015**.
- 15.2 The inner and outer envelopes shall
- (a) be addressed to the Procuring Agency at the address provided in the Bidding Data;
 - (b) bear the name and identification number of the Contract as defined in the Bidding and Contract Data; and
 - (c) provide a warning not to open before the specified time and date for Bid opening as defined in the Bidding Data.
 - (d) in addition to the identification required in 15.2, the inner envelopes shall indicate the name and address of the Bidder to enable the Bid to be returned unopened in case it is declared late.
 - (e) If the outer envelope is not sealed and marked as above, the Procuring Agency will assume no responsibility for the misplacement or premature opening of the Bid.
- 15.3 Bids submitted through telegraph, telex, fax or e-mail shall not be considered.
- 15.4 Any bid received by the Procuring Agency after the deadline for submission prescribed in Bidding Data will be returned unopened to such bidder.
- 15.5 Any bidder may modify or withdraw his bid after bid submission provided that the modification or written notice of withdrawal is received by the Procuring Agency prior to the deadline for submission of bids.
- 15.6 Withdrawal of a bid during the interval between the deadline for submission of bids and the expiration of the period of bid validity specified in the Form of Bid may result in forfeiture of the Bid Security pursuant to IB.13.5 (a).

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E. BID OPENING AND EVALUATION

IB.16 Bid Opening, Clarification and Evaluation (SPP Rules 41, 42 & 43)

16.1 The Procuring committee will open the bids, in the presence of bidders' representatives who choose to attend, at 01:00 pm, **on 02.11.2015 in the Office of the Executive Engineer Barrage Division Sukkur.**

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

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

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

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

(b) Arithmetical errors will be rectified on the following basis:

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

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

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

16.6 Any minor informality or non-conformity or irregularity in a Bid which does not constitute a material deviation (**major deviation**) may be waived by Procuring Agency, provided such waiver does not prejudice or affect the relative ranking of any other bidders.

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

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

(B) **Minor Deviations**

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

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

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

16.8 **Evaluated Bid Price**

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

- (i) Making any correction for arithmetic errors pursuant to IB.16.4 hereof.
- (ii) Discount, if any, offered by the bidders as also read out and recorded at the time of bid opening.

BIDDING DOCUMENT

- (iii) Excluding provisional sums and the provisions for contingencies in the Bill of Quantities if any, but including Day work, where priced competitively.
- (iv) Making an appropriate adjustment for any other acceptable variation or deviations.

16.9 The estimate effect of the price adjustment provisions of the condition of contract, applied over the period of execution of the contract, shall not be taken into account in Bid evaluation.

16.10 If the Bid of 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 analysis 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 is authorized to accept or not accept unbalanced amount against the estimate.

IB.17 Process to be Confidential

17.1 Subject to IB.16.3 heretofore, no bidder shall contact Engineer/Procuring Agency on any matter relating to its Bid from the time of the Bid opening to the time the bid evaluation result is announced by the Procuring Agency. The evaluation result shall be announced at least seven (07) days prior to award of Contract (SPP Rule 45). The announcement to all bidders will include table(s) comprising read out prices discounted prices, price adjustments made, final evaluated prices and recommendations against all the bids evaluated.

17.2 Any effort by a bidder to influence Engineer/Procuring Agency in the Bid evaluation, Bid comparison or Contract Award decisions may result in the rejection of his Bid. Whereas any bidder feeling aggrieved, may lodge a written complaint to Complaint Redressal Committee as per terms and conditions mentioned in SPP Rules 31 & 32. However, mere fact of lodging a complaint shall not warrant suspension of procurement process.

17.3 Bidders may be excluded if involved in "Corrupt and Fraudulent Practices" means either one or any combination of the practices given below SPP 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, indirectly or directly, 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



BIDDING DOCUMENT

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

F. AWARD OF CONTRACT

IB. 18. Post Qualification

- 18.1 The Procuring Agency, at any stage of the bid evaluation, having credible reasons for or prima facie evidence of any defect in contractor's capacities, may require the contractors to provide information concerning their professional, technical, financial, legal or managerial competence whether already pre-qualified or not:

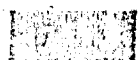
Provided, that such qualification shall only be laid down after recording reasons therefore in writing. They shall form part of the records of that bid evaluation report.

- 18.2 The determination will take into account the bidder's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the bidders' qualifications submitted under B.11, as well as such other information required in the Bidding Documents.

IB. 19 Award Criteria & Procuring Agency's Right

- 19.1 Subject to IB.19.2, the Procuring Agency will award the Contract to the bidder whose bid has been determined to be substantially responsive to the Bidding Documents and who has offered the lowest evaluated Bid Price, provided that such bidder has been determined to be qualified to satisfactory perform the Contract in accordance with the provisions of the IB.18.

- 19.2 Notwithstanding IB.19.1, the Procuring Agency reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of Contract, without thereby incurring any liability to the affected bidders or any obligation to inform the affected bidders of the grounds for the Procuring Agency's action except that the grounds for its rejection of all bids shall upon request be communicated, to any bidder who submitted a bid, without justification of the grounds. Notice of the rejection of all the bids shall be given promptly to all the bidders (SPP Rule 25).



BIDDING DOCUMENT

IB. 20 Notification of Award & Signing of Contract Agreement

- 20.1** Prior to expiration of the period of bid validity prescribed by the Procuring Agency, the Procuring Agency will notify the successful bidder in writing ("Letter of Acceptance") that his bid has been accepted (SPP Rule 49).
- 20.2** Within seven (07) days from the date of furnishing of acceptable Performance Security under the Conditions of Contract, the Procuring Agency will send the successful bidder the Form of Contract Agreement provided in the Bidding Documents, incorporating all agreements between the parties.
- 20.3** The formal Agreement between the Procuring Agency and the successful bidder duly stamped at rate of **0.30%** of bid price (updated from time to time) stated in Letter of Acceptance shall be executed within seven (07) days of the receipt of Form of Contract Agreement by the successful bidder from the Procuring Agency.

IB. 21 Performance Security

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

IB. 22 Integrity Pact

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

BIDDING DOCUMENT

BIDDING DATA



BIDDING DOCUMENT

BIDDING DATA

Instructions of Bidders

Clause Reference

- 1.1 Name of Procuring Agency **Executive Engineer Barrage Division Sukkur**
- Brief Description of Work **Repair & Renovation of Bungalow, i/c Construction of Boundary Wall alongwith Police Check Post & Paver work and 3 Nos. RCC Pillar with 2 Nos. Heavy Steel Doors In Barrage Township Sukkur. (Package # 1).**
- 5.1 (a) Procuring Agency's address **Office of the Executive Engineer Barrage Division Sukkur Tel. 071-5612432 Fax. 071-5805284**
- (b) Engineer's address **Syed Fayyaz Hussain Shah Executive Engineer Barrage Division Sukkur Tel. 071-5612432 Fax. 071-5805284**
- 10.3 Bid shall be quoted entirely in Pak. Rupces. The payment shall be made in Pak. Rupces.
- 11.2 The bidder has the financial, technical and constructional capability necessary to perform the Contract as follows:
i. Financial capacity:
ii. Technical capacity:
iii. Construction Capacity:
- 12.1 (a) A detailed description of the Works, essential technical and performance characteristics.
- (b) Complete set of technical information, description data, literature and drawings as required in accordance with Schedule B to Bid, Specific Works Data. This will include but not be limited to a sufficient number of drawings, photographs, catalogues, illustrations and such other information as is necessary to illustrate clearly the significant characteristics such as general construction dimensions and other relevant information about the works to be performed.
- 13.1 Amount of Bid Security **02% of Bid Price.**
- 14.1 Period of Bid Validity **60 Days**
- 14.4 Number of Copies of the Bid to be submitted: **One Original plus One copy.**
- 14.6 (a) Procuring Agency's Address for the Purpose of Bid Submission **Office of the Executive Engineer Barrage Division Sukkur**

BIDDING DOCUMENT

15.1 Deadline for Submission of Bids Time 12 hours on 02.11.2015

16.1 Venue, Time, and Date of Bid Opening

Venue:	Office of the Executive Engineer Barrage Division Sukkur
Time	01 pm
Date	02.11.2015

16.4 Responsiveness of Bids

(i) Bid is valid till required period,

(ii) Bid prices are firm during currency of contract/Price adjustment;

(a) Fixed Price contract: In these contracts no escalation will be provided during currency of the contract and normally period of completion of these works is upto 12 months.

(b) Price adjustment contract: In these contracts escalation will be paid only on those items and in the manner as notified by Finance Department, Government of Sindh, after bid opening during currency of the contract.

iii) Completion period offered is within specified limits.

iv) Bidder is eligible to Bid and possesses the requisite experience, capability and qualification.

v) Bid does not deviate from basic technical requirements and

vi) Bids are generally in order, etc.



BIDDING DOCUMENT

FORM OF BID



BIDDING DOCUMENT

FORM OF BID

Bid Reference No. : - Repair & Renovation of Bungalow, i/c Construction of Boundary Wall alongwith Police Check Post & Paver work and 3 Nos. RCC Pillar with 2 Nos. Heavy Steel Doors In Barrage Township Sukkur. (PACKAGE # 1)

To,

EXECUTIVE ENGINEER,
BARRAGE DIVISION SUKKUR.

Gentlemen,

1. Having examined the Bidding Documents including Instructions to Bidders, Bidding Data, Conditions of Contract, Contract Data, Specifications, Drawings, if any, Schedule of Prices and Addenda Nos. _____ for the execution of the above-named works, we, the undersigned, being a company doing business under the name of and address _____ and being duly incorporated under the laws of Pakistan hereby offer to execute and complete such works and remedy any defects therein in conformity with the said Documents including Addenda thereto for the Total Bid Price of Rs _____ (Rupees _____) or such other sum as may be ascertained in accordance with the said Documents.
2. We understand that all the Schedules attached hereto form part of this Bid.
3. As security for due performance of the undertakings and obligations of this Bid, we submit herewith a Bid Security in the amount of _____ drawn in your favour or made payable to you and valid for a period of twenty eight (28) days beyond the period of validity of Bid.
4. We undertake, if our Bid is accepted, to commence the Works and to deliver and complete the Works comprised in the Contract within the time(s) stated in Contract Data.
5. We agree to abide by this Bid for the period of _____ days from the date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
6. Unless and until a formal Agreement is prepared and executed, this Bid, together with your written acceptance thereof, shall constitute a binding contract between us.
7. We undertake, if our Bid is accepted, to execute the Performance Security referred to in Conditions of Contract for the due performance of the Contract.
8. We understand that you are not bound to accept the lowest or any bid you may receive.
9. We do hereby declare that the Bid is made without any collusion, comparison of figures or arrangement with any other person or persons making a bid for the Works.

BIDDING DOCUMENT

Dated this _____ day of _____, 20

Signature _____

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

(Name of Bidder in Block Capitals)

(Seal)

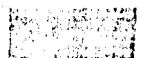
Address

Witness:

(Signature) _____

Name: _____

Address: _____



BIDDING DOCUMENT

SCHEDULES TO BID INCLUDE THE FOLLOWING:

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

BIDDING DOCUMENT

SCHEDULE – A TO BID

SCHEDULE OF PRICES – SUMMARY OF BID PRICES

Bill No.	Description	Total Amount (Rs.)
1.	Repair & Renovation of Bungalow in Barrage Township Sukkur. (Package # 1)	
2.	Construction of Boundary Wall along Bungalow EE in Barrage Township Sukkur. (Package # 1)	
3.	Construction of Police Chowki along Bungalow EE in Barrage Township Sukkur. (Package # 1)	
4.	Construction of Police Post along Bungalow EE in Barrage Township Sukkur. (Package # 1)	
5.	Construction of 03 Nos. RCC Pillars with 02 Nos. Heavy Steel Doors along Bungalow in Barrage Township Sukkur. (Package # 1)	
6.	Providing & fixing Pavers Block & Curbstone at Bungalow in Barrage Township Sukkur. (Package # 1)	
7.	Quotation of Non-scheduled Items for Repair & Renovation of Bungalow. (Package # 1)	
	TOTAL BID PRICE: -	



BIDDING DOCUMENT

SCHEDULE – A TO BID

SCHEDULE OF PRICES

Bill No. 1 REPAIR & RENOVATION OF BUNGALOW IN BARRAGE TOWNSHIP SUKKUR. (PACKAGE # 1).

Item No.	Description	Quantity	Unit	Rate	Total Amount
01.	Dismantling brick work in lime or cement mortar (P-10)(Item-13).	2621 Cft	% Cft	1285.63	33696
02.	Dismantling 1 st class tile roofing. (P-11 / 1-22(a)).	6149.49	% Cft	453.75	27903
03.	Dismantling Glazed or encaustic tiles etc. (P-13)(I-55).	2074.46	% Sft	786.50	16316
04.	Excavation in founding of building bridges and other structure including dag belling dressing, rilling around structure with excavated earth watering and ramming lead up to cft (P-4 / 1-18 b)	540	%o Cft	3176.25	1715
05.	Pacea brick work in ground floor in 1:4 (P-20 / 1-5 c).	2984	% Cft	13227.41	394710
06.	Reinforced cement concert work including all labor and material except the cost of steel reinforced and its labor for binding and binding which will be paid separately. His rate also including all kinds of farms mould lifting shuttering carriage rendering and finishing the exposed surface (including sereeing and washing of sling). (a) RC work in roof, slab beam, cloums rafts, lintels and other structural numbers laid in site, or pre coast laid in position complete in all respect. (1) Ratio (1:2:4) 90 Cbs cement 2cft sand 4cft sling 1/8" to 1/4" guage. (P-15) (item6)	91.5	P. Cft	337	30836
07.	Fabrication of mild steel reinforceuct for cement concert including cutting, bending, laying in position making joints and fastening including cost of sanding wire C/B also including removal of rest from bars using tor bars (P-16) (item8) rings (P-16 / 1-8b)	6.347	P. Cwt	5001.70	31746
08.	Cement concrete Plain stone ballast 1 1/2" to 2" guage (1:3:6). (P-14 / 1-4 a)	4975	% Cft	10770.93	535854
09.	Providing and laying 1" thick topping cement concrete (1:2:4) including surface finishing in dividing into panel (P-41 1-16 (d)	4955.8	% Sft	4411.82	218641
10.	First class tile roofing consisting of 4" earth 1" mud plaster with gobi leeping over 1/2 thick cement plaster 1:6 with 34 lbs of hot bitumen. (P-32 / 1-1)	6103	% Sft	11443.10	698372
11.	Girder In Quality (Schedule Material 140).	80.67	P. Cwt	3850	310579
12.	Angle Iron T-Iron Strips Grating CI Mould Items and Rolls (Schedule of Material 144)	71.79	P. Cwt	3575	256649



BIDDING DOCUMENT

Item No.	Description	Quantity	Unit	Rate	Total Amount
13.	Removing door with Chowkats. (P-12 / I-33)	30 Nos.	Each	142.18	4265
14.	Providing and laying single per layer of polythene sheet 0.13mm thick or water proofing as per specification instructions of engineer incharge.(P-37 / I-38)	10488	P. Sft	10.70	112222
15.	Providing and fixing in position door and windows and ventilator for first class deodar wood frames 1 1/2" thick and teak wood ply Shutters of first class deodar wood skeleton (Solid) Stiled and ply wood stiled and rails core of Partal wood and teak ply wood (3 Ply) on both sides including hold fasts hinges al-drops Iron Tower Bolts handles Cleats with Cord etc. Complete. (P-63 / I-51)	1500	P. Sft	1245.96	1868940
16.	Painting old surface painting doors and window any type 2 coats. (P-67 / I-4).	1500	% Sft	1160.06	17401
17.	Removing mud plaster from walls. (P-13 / I-52)	41056	% Sft	60.50	24839
18.	Cement Plaster 1:3 upto 12ft. height 3/4" thick. (P-51 / I-10)	41056	% Sft	2795.30	1147638
19.	Cement plaster 1:4 upto 12' height 1/2" thick. (P-51 / I-11 b)	41056	% Sft	2283.93	937690
20.	Providing and laying tiles glazed 6"x6"x1/2" for floor or wall facing in required colour & pattern of stile specification jointed in white cement & pigment over A base of 1:2 grey cement mortar 3/4" thick i/c washing & filling of joints with surry of white cement and pigment (P-46 / I-60)	8769	% Sft	30509.77	2675402
21.	Glazed tiles dado 1/4" thick laid in pigment over 1:2 cement sand mortar 3/4" thick finishing. (P-44) (I-37).	819	% Sft	28253.61	231397
22.	Supplying & fixing false ceiling of plaster of pairs, in panels including making frame work of Deodar wood including painting with soligia paint. (P-63/ I-52).	2882	% Sft	25293.42	728956
23.	Supplying & fixing iron / steel grill of 3/4 x 1/4" size file iron of approved design including 3 coats etc complete weight net to be less than 3.1 Lbs/Sqft of finishing grill. (P-92/I-26).	490.88	P. Sft	180.50	88604
24.	Providing and fixing iron Steel grill door with angle iron frame of 1 1/2x1 1/2x1/4" and plate iron steel of 3/4"x3/4" with approved design and locking arrangement embedded in masonry as per instruction of engineer in charge. (P-93 / I-30)	122.72	P. Rft	194.16	23827
25.	Galvanized wire guage 14:1 mesh per square inches 22.8 W.G. fixed to xhowkats without deodar patti. (P-65 / I-62).	1754	P. Sft	104.15	182679
26.	Manila Roop 1/2" dia 1 kg / 10ft. (Schedule Material Others Item 8) (P-15)	10	P. Kg	300	3000
27.	Providing & fixing brass spring hinges to wire guazed door. (P-59/ I-18)	60 Nos.	Each	801.35	48081



BIDDING DOCUMENT

Item No.	Description	Quantity	Unit	Rate	Total Amount
28.	Making & fitting deodar wooden complete of deodar. (P-59 / I-15)	1604	P. Sft	712.69	1143155
29.	Providing Anti-termite treatment by spraying / sprinkling / spreading Neptachler 0.5% emulsion as an overall pre construction treatment in slab type construction along external foundation trenches of the building over complete parimter of the foundation trench etc as per directions of Engineer incharge. (P-108 / I-92)	9348	P. Sft	9.74	91050
30.	Russi Tractor for Local Work (approved by SEKIC)	45	P. H	999	44955
31.	Shifting Debris (approved by SEKIC)	80	P. Trip	995	79600
32.	Boring for water pump boring soil for ground level upto 100ft. or 30.5 meter depth including i/c siking with drawing of Kacing pipe (B) 100mm (4") dia (P-41 / I-1 b) (P.H.E.D)	160	P. Rft	242	38720
33.	Supplying & Installing PVC Straincers 'B' class of approved design quality and make i/c necessary sockets etc complete. (B) 100mm 4" dia (P-43 / I-9 b) (P.H.E.D)	90	P. Rft	209.95	18895/-
34.	Supplying & installing PVC blind pipe B Class of approve design quality & make i/c necessary sockets etc complete (B) 100mm 4" dia (P-44 / I-12 b). (P.H.E.D)	110	P. Rft	179.10	19701
35.	Raking and washing joints of bricks (old missionary) (P-53 / I-22).	10644	% Sft	151.25	16099
36.	Cement pointing struck joints on wall ratio (1:2) (P-52) (item 19 a)	10644	% Sft	1287.44	137035
37.	White Wash 2 or Color Wash (P-53 / I-26 b)	22655	% Sft	425.84	96474
38.	Distemper 2 coat (P-53 / I-24)	22655	% Sft	1043.90	236496
39.	Providing and laying 1" thick topping cement concrete (1:2:4) including surface finishing in dividing into panel (P-41 I-16 (d)	3496	% Sft	4411.82	154237/-
40.	Rain water down pipe cost iron lead fixed in place i/c cost of clamp hold fast and panling. (P-36) (Item-23).	30 Nos.	Each	873.29	26199/-
41.	Excavation for pipe line in trenches and fits in soft soils i/c trimming and dressing sides slope. (P.H.E.D) (P-60 / I-1 I)	2400	%o Cft	3600	8640
42.	Laying R.C.C pipes and collers of class "C" and fixing in trench i/c cutting fitting and jointing with maxphalt composition and cement mortor 1:1 i/c testing with water to a head of 45 Meter of 150 ft 9" dia.(P-16 - I-3a) P.H.E.D	600	P. Rft	194	116400
43.	Construction main hole or inspection chemmber for the required dia meter of circular sewer and 3'.6" depth with wall of B. in cement. (P-46/I-9).P.H.E.D	20	Each	447.48	294960

BIDDING DOCUMENT

Item No.	Description	Quantity	Unit	Rate	Total Amount
44.	Providing & fixing European white glazed earthen ware wash down w.c pan complete with and 1/c the cost of white/black plastic seat (Best Quality) and lid with c.P brass hinges and buffers, 3 gallons white glazed earthen ware low level foushing cistern with siphon fitting 1-1/2" dia white porcelain enamelled flush bend 3/4" dia and making requisite number of holes in walls, plinth and floor for Pipe connectios and making good in cement concrete 1: 2: 4. (Foreign Quality).	6	Each	11477.40	68864
45.	Providing & fixing flat back lipped from urinal basin (of not less than 17" in height) of white glazed earthen ware complete with and 1/c the cost of 1 gallon C.I automatic flushing cistern with fittings, a pot cock C.I or W.I.brackets standard flush Pipe with fitting standard waste pipe (enamelled iron) connection complete and making requisite number of holes in walls plinth & floor for Pipe connection & making good in cement concrete 1 : 2 : 4. (Standard Pattern.)	6	Each	3890.70	23344
46.	Providing & fixing 24" x 18" lavatory basin in white glazed earthen ware complete with & 1/c the cost of W.I or C.I cantilever brackets 6 inches built into walls, painted white in two coats after a primary coat of red lead paint a pair of 1/2" dia rubber plug & chrome plated brass chain 1-1/4" dia, malleable iron or brass unions and making requisite number of holes in walls , plinth & floor for Pipe connections and making good in cement concrete 1: 2: 4 (Foreign or Equivalent).	6	Each.	3890.70	23344
47.	Providing & fixing fibre glass bath tub (over all) approximate size 5'-6" x 2'-4" x 1'-11" white percelain enamelled inside & outside painted with the desire colour complete with & 1/c the cost of 1-1/2" c.p brass pillar taps, c.p.brasschain with rubber plug making requisite number of holes in wall plinth & floor for pipe connections & making good in cement concrete 1: 2: 4 (Sandard pattern).(P-4 /I-16)	6	Each.	16095.20	96571
48.	Providing & fixing 24" x 18" bavelled edge mirror of belgium glass complete with 1/8" thick hard board and c.p screws fixed to wooden pleat. (b) superior Quality.(P-7/I-3b)	6	Each.	2376	14256
49.	Providing G.I Pipes, specials, and clamps etc, including fixing cutting & fitting complete with and 1/c the cost of breaking through walls and roof, making good etc. painting two coats after cleaning the Pipe etc. with white zink paint with pigment to match the colour5 of the building and testing with water to a pressure head of 200 feet and handling.				

BIDDING DOCUMENT

Item No.	Description	Quantity	Unit	Rate	Total Amount
	¾" dia	1200	P. Rft	95.79	114948
	1" dia	3000	P. Rft	128.55	385650
	2" dia	600	P. Rft	233	139800
50.	Supplying and fixing in position brass bib cock.(P-16 / I-I Water Supply) I-1 (a) i-ii				
	½" dia	25	Each	299.42	7485
	¾" dia	15	Each	337.92	5069
51.	Providing and fixing full way gun metal vales. (P-17/I-1A). (Water Supply)				
	½"	10	Each	134.42	1344
	¾"	10	Each	197.12	1971
52.	Supplying and fixing wash basen mixture (P-19/I-14B). (Water Supply)	6	Each	3179	19074
53.	Supplying and fixing C.P. muslim shower. (P-19/I-19A). (Water Supply)	6	Each	3432	20592
54.	Supplying and fixing bath room accessories (Set 7 pieces). (P-19) (Water Supply)	8	Each	10322.40	82579
55.	Providing and fixing squaling type white glazed. (P-1/I-1) (P.H.E.D).	6	Each	5044.60	30267
56.	Supplying and fixing bath tub mixture. (P-19/I-18 b).	6	Each	4598	27588
57.	Providing and fixing ornamental cement jalli 2" thick (1 : 2 : 4) without steel.(P-17 / I-11 (Water Supply).	122.4	P. Sft	226.02	27665
	ELECTRIC ITEM				
58.	Providing & laying (main or sub-main) PVC insulated with size with size 3/029 copper conductor in ¾" dia. (P-1/I-1).	4950	P. Meter	121	598950
59.	Providing and laying (main or sub-main) PVC insulated with size 2-7/064 (16mm2) copper conductor in 1" dia PVC conduct on senfaca. (P-1/I-7).	540	P. Meter	605	326700
60.	Providing and laying (Main or Sub-main) PVC insulated with size 2-7/029 copper condition in ¾" dia PVC conduct on senfaca.(P-1/I-3)	1800	P. Meter	171	307800
61.	Providing and laying (Main or Sub-main) PVC insulated insulated size 2-7/029 (16mm2) copper conductor in ¾" dia PVC conduit recessed in the wall or conlum as requires. (P-2/I-10).	2070	P. Meter	222	459540
62.	Providing and laying (Main or Sub-main) PVC insulated insulated size 2-7/0.64 (16mm2) copper conductor in ¾" dia PVC conduit recessed in the wall or conlum as requires. (P-2/I-14).	270	P. Meter	641	173070
63.	Providing fixing channel polties are required as per of engineer including. (P-43/I-1).				
	¾"	4000 Rft	P. 2Rft	34	68000
	1"	5000 Rft	P. 3Rft	10	66667

BIDDING DOCUMENT

Item No.	Description	Quantity	Unit	Rate	Total Amount
64.	Providing and fixing brass ceiling fan 56" (good quilting). (P-34/I-235).	30 Nos.	Each	3185	95550
65.	Providing & fixing Brass Bracket fan 18" (Good Quantity). (P-34 / I-236).	32 Nos.	P. No.	2791	89312
66.	Providing and fixing one way 5P 5amp switch surface type. (P-33/I-216).	360 Nos.	Each	34	12240
67.	Providing and fixing two pin 5 amp plug socket. (P-33/I-222).	170 Nos.	Each	80	13600
68.	Providing and fixing two wag 5P 5amp switch flush type. (P-33/I-220).	12 Nos.	Each	55	660
69.	Providing and fixing bakelite ceiling rose with terminals. (P-33 / I-228)	180 Nos.	Each	72	12960
70.	Providing and fixing brass battern holder. (P-33/I-232).	300 Nos.	Each	70	21000
71.	Providing and fixing circuit breaker 6,10,15,20,30,40,50 and 63 SP (TB55) on prepared board as required. (P-31/I-203).				
	10AP	8 Nos.	Each	916	7328
	20 AP	4 Nos.	Each	916	3664
72.	Providing and fixing circuit breaker 15,20,30,40,50,60,75 and 100 amp T.P (x5-100 Ns) on prepared board as required. (P-31/I-207).	1 No.	Each	9261	9261
73.	Providing and fixing circuit breaker 3,5,10,15,20 and 30amp TP (x5-30 Ns (NB) on prepared board as required.(P-31 / I-205)				
	10 AP	30 Nos.	Each	5301	159030
	20 AP	30 Nos.	Each	5301	159030
74.	Providing and fixing DP i/c change over switch 500 volts 100 amp on a prepared board. (P-30/I-197).	6 No.	Each	7612	45672
75.	Providing and fixing of street light 125 watts (HPMV) haring. (P-25/I-159).	8 No.	Each	6365	50920
76.	(A) Making wooden stair cases complete 2' to 3' wide frame 1 1/2" thick planks of deodar wood 1 st class including hand rails. (P-62 / I-41 A)	47.25	P. Sft	3400.34	160666
77.	(B) Making steps from 2" thick keeper wood planks. (P-62 / I-41 B)	337	P. Sft	504.35	169966
78.	Providing & fixing railing for curtains i/c fixed in wall with clips screwed in gitties etc complete. (P-108 / I-89)	700	P. Sft	174.84	122388
79.	Providing & fixing railing for curtains with deodar wooden patti i/c fixed in wall with screws etc complete. (P-108 / I-90)	700	P. Sft	347.49	243243



BIDDING DOCUMENT

Item No.	Description	Qty	Unit	Rate	Total Amount
80.	Construction of RCC foundation as per following specification & instruction of EI for 31ft/40ft long tubular pole. Excavation of soft/hard soil 3'x3'x5.5' Stone soiling 3'x3'x6'' making lean in the ratio of 1:4:8 Length of MS bolts 6 1/2' (3/4 '' dia) 4 no's & making thread on MS rod Template 16''x16''x 1/4'' Rings 1/4'' dia round bar 4 no's to the welded with MS rod RCC foundation ratio 1:2:4 with appropriate size 2'x2'x6.5' (P-19 / I-139)	4	Each	15168	60672
81.	Providing & Fixing of flood light 400 watts (SON) having IP65 classification with 400w lamp, choke, capacitor, igniter & Internal wiring complete in all respect at the height up to 40ft with the help hydraulic crane and manual labour as per site requirement and instruction of EI. (P-26 / I-166)	4	Each	17585	70340
82.	Providing & Fixing of street light 250 watts (HPMV) having IP54 classification with 250w lamp, choke, capacitor & Internal wiring complete in all respect at the height up to 31ft as per site requirement and instruction of EI. Make of the above light is as follow (P- 25/I-160)	60	Each	8455	507300
83.	Providing & fixing junction box as per following specification Size of box 10''x8''x5'' MS plate size 16 SWG thick Clamp with nuts & bolts Cover plate with screw Painting two coats of rust preventive red oxide & two coats of ICI oil paint as per site requirement & instruction of EI (P-24 / I-157)	4	Each	1020	4080
84.	Providing & laying uPVC pipes of class C fixing in trench i/c cutting fitting and jointing with solvent cement i/c testing with water to a head of 91.5 meter or 300ft. (P-24 / I-5d) (P.H.E.D)	400	P. Rft	174	69600
85.	Supplying & Fixing Superior Quality Mirror (Schedule Material Item 302).	60 Sft	P. Rft	500	30000
SUB-TOTAL: -					1,83,90,418
Percentage Quoted % Above/Below on the Prices of Items Based On Composite Schedule of Rates Rs.					
TOTAL: -					
(Rupees _____)					



BIDDING DOCUMENT

SCHEDULE – A TO BID

SCHEDULE OF PRICES

Bill No. 2 CONSTRUCTION OF BOUNDARY WALL ALONG BUNGALOW EE IN BARRAGE TOWNSHIP SUKKUR. (PACKAGE # 1).

Item No.	Description	Quantity	Unit	Rate	Total Amount
01.	Dismantling brick work in lime or cement mortar (P-10)(Item-13). Wall Pillar	5193	% Cft	1285.63	66763
02.	Excavation in foundation of building bridges and other structures including deg belling dressing, rifling around the structure with excavation earth watering and ramming lead up to 5ft. in ordinary soil. (P-4) (item18)	4570	%o Cft	3176.25	14515
03.	Cement concert or stone ballast 1½" to 2" guage (b) ratio (1:4:8) (P-15) (item-4b)	457	% Cft	9416.28	43032.39
04.	Pacca Brick work foundation in plinth in. © Cement sand mortar 1:6 P-19 / 1-4 1 E	2324	% Cft	11948.36	278516
05.	Fabrication of mild steel reinforcuet for cement concert including cutting, bending, laying in position making joints and fastening including cost of sanding wire C/B also including removal of rest from bars using tor bars (P-16) (item8) rings	42.56	P. Cwt	5001.70	212872
06.	Reinforced cement concert work including all labor and material except the cost of steel reinforced and its labor for binding and binding which will be paid separately. His rate also including all kinds of farms mould lifting shuttering carriage rendering and finishing the exposed surface (including serceing and washing of sling). (a) RC work in roof, slab beam, cloums rafts, lintels and other structural numbers laid in site, or pre coast laid in position complete in all respect. (1) Ratio (1:2:4) 90 Cbs cement 2cft sand 4cft sling 1/8" to ¼" guage. (P-15) (item6)	512.28	% Cft	337	172638
07.	Two coat of bitumen laid hot using 34 lbs for % Sft other roof and blinded with sand at one Cft per % 3ft. (P-34 / 1-13).	1030.56	% Sft	1887.40	19450.78
08.	Pacca brick other than building striking of joints up to 20ft height in cement sand mortar (1:4) (P-21) (i-7) Panel Piller	6275.5	% Cft	12899.70	809520
09.	Cement plaster (1:4) up to 12' height (a) ¾" thick (P-51) (i-11d) Panel Piller	9942	% Cft	3015.76	299826.85



BIDDING DOCUMENT

Item No.	Description	Quantity	Unit	Rate	Total Amount
10.	Cement plaster (1:2) up 12ft height ¾" thick (P-51) (i-9)	9942	% Sft	3056.62	303889.16
11.	Cement pointing struck joints on wall ratio (1:2) (P-52) (i-19a) Panel Pillar	9942	% Sft	1287.44	127997.28
12.	White wash or color wash (P-53) (i-26 e)	9942	% Sqt	829.95	82513
13.	Barrow pit excavation un-dressed lead up to 100ft (a) Ordinary soil. (P-1 / 1-3 a)	63996	%o Cft	2117.50	1355115
14.	Carriage of 100cft / 5tons of all material like stone aggregate spool coal lime surkhi etc. B.G rail fasting point and crossing bridge, girders pipes, steel rails. M.S bars all or 1000 Nos. bricks 12"x6"x2" or 150cft of timber or 100 munds of fuel wood by trucks or any other means by contractor 6 miles. (Carriage of Material)	63996	% Cft	771.96	494023
15.	Providing & fixing angle iron vertical plats for barbed wire fencing of size 2"x2"x1/4" embedded in RCC / Masonry pillars i/c making cuts / holders @ 12" i/c fixing in pillars by chiseling and filling the with cement sand mortar , saprining & finishing the surface. (P-94 I-8).	273	P. Rft	169.18	46186.14
16.	Providing & fixing barbed wire fencing with 12 guage 4 points @ 6" apart barbed wire i/c straightening & fixing inangle iron vertical posts. (P-98 I-6).	3648	P. Rft	8.38	30570.24
17.	Providing and fixing in position doors window and ventilators of 1 st class deodar wood frame and 1½" thick teak wood ply shutters of 1 st class deodar wood skelection (solid) styles and rails core of partal wood and teak ply wood (3-Ply) on both sides i/c holds fasts, hinges iron tower bolts, handles and cleats, with etc complete. (P-63 / I-51).	38.5	P. Sft	1245.96	47969
SUB-TOTAL: -					44,05,397
Percentage Quoted % Above/Below on the Prices of Items Based On Composite Schedule of Rates Rs.					
TOTAL: -					
(Rupees _____)					



BIDDING DOCUMENT

SCHEDULE – A TO BID

SCHEDULE OF PRICES

Bill No. 3 CONSTRUCTION OF POLICE CHOWKI ALONG BUNGALOW EE IN BARRAGE TOWNSHIP SUKKUR. (PACKAGE # 1).

Item No.	Description	Quantity	Unit	Rate	Total Amount
01.	Excavation in founding of building bridges and other structure including dag belling dressing, rifling around structure with exccerated earth watering and ramming lead up to 5ft..(P-4 / I-18)	168	%o Cft	3176.25	533.61
02.	Cement concert brick or stone ballast 1½” to 2” guage (d) ratio (1:4:8) (P-14) (item1)	76.0	% Cft	9416.28	7156
03.	Pacca Brick work foundation in plinth in. © Cement sand mortar 1:6 P-19 / I-4 I E	352.56	% Cft	11948.36	42125.13
04.	Fabrication of mild steel reinforceuct for cement concert including cutting, bending, laying in position making joints and fastening including cost of sanding wire C/B also including removal of rest from bars using tor bars (P-16) (item8) rings	2.9	P.Cwt	5001.70	14505
05.	Reinforced cement concrete work including all labor and material except the cost of steel reinforcement and its labor for bending and binding which will be paid separtily this rate also including all kinds of forms moulds lifting shuttering curing rendering and finishing the exposed surface (including screening and washing of shingle.(1:2:4). (P-15) (Item-6)	85.5	P. Cft	337	28813.5
06.	Pacca Brick work other than building including stricking joints up to 20ft height cement sand mortar (1:4). (P-21) (Item-7)	540	% Cft	12899.70	69658.38
07.	Cement concert plain including placing finishing and cerring complete (including) careening and washing at stone aggregate with out shattering (1:2:4).(P-15 / I-5f)	80.64	% Cft	14429/25	11636
08.	Providing and fixing in position doors window and ventilators of 1 st class deodar wood frame and 1½” thiek teak wood ply shutters of 2 nd class deodar wood skelection (solid) styles and rails core of partal wood and teak plu wood (3-Ply) on both sides i/c holds fasts, hinges iron tower bolts, handles and cleats, with etc complete. (P-64 / I-57)	112	P. Sqt	1182.56	132417

BIDDING DOCUMENT

Item No.	Description	Quantity	Unit	Rate	Total Amount
09.	First class tiles roofing consisting of 4" earth and 1" mud plaster with goobri luping over 1 1/2" thick cement plaster 1:6 with 3/4 cbs of hot betumem coating sand blinced provided over 2 layer of tiles 12"x6"x1" 1/4" laid in 1:6 cement mortar with 1/2" thick sand wiched layer of 1:6 cement mortar including 1:2 cement pointing under side of tiles complete including curring etc (P-32) (item-1)	192	% Sft	11443.10	21971
10.	Girder In Quality (Schedule Material 140).	5.95	P. Cwt	3850	22907.5
11.	Angle Iron T-Iron Strips Grating CI Mould Items and Rolls (Schedule of Material 144)	5.82	P. Cwt	3575	20806.5
12.	Providing and laying single per layer of polythene sheet 0.13mm thick or water proofing as per specification instructions of engineer incharge. (P-37/38)	192	% Sft	10.70	2054
13.	Rain water down pipe cost iron lead fixed in place i/e cost of clamp hold fast and panling. (P-36) (Item-23).	6	P. Rft	876.39	5258.34
14.	Providing G.I pipes specials and clamps etc including fixing cutting and fitting complete with and i/e the cost of breaking through walls and roof, making good etc painting two coats after cleaning the pipe etc. with white zink paint with pigment to match the color 5 of the building and testing with water to a pressure head of 200ft. and handling.				
	3/4" dia (P-13)(Item-1) (S.P.H.E.D)	250	P. Rft	95.79	23947.5
15.	Cement plasters (1:2). 12 height 1/2" thick (P-51/I-9 b)	786	% Sqt	2496.72	19624
16.	Cement Plaster (1:3) up to 12ft height 1/2" thick.(P-51 / I-10 b)	786	% Sqt	2344.59	18428
17.	Pacea brick other than building stricking of joints up to 20ft height in cement sand mortar (1:4) (P-21) (item7 c)	432	% Cft	12899.70	55727
18.	White washing 2 coats. (P-53 / I-26 b).	786	% Sqt	425.84	3347.10
19.	Colour Washing 2 Coats. (P-53 / I-25 b).	786	% Sqt	859.90	6759
20.	Excavation for pipe line in trenches and fits in soft soils i/e trimming and dressing sides slope. (P.H.E.D) (P-60 / I-1 I)	50	%o Cft	3600	180
21.	Providing & laying PVC pipes of class C fixing in trench i/e cutting fitting and jointing with solvent cement i/e testing with water to a head of 91.5 meter or 300ft. (P-24 / I-5d)	60	P. Rft	174	10440
22.	Construction main hole or inspection chemmber for the required dia meter of circular sewer and 3'.6" depth with wall of B. in cement. (P-16/I-9).P.H.E.D	3	Each	14748	44244

BIDDING DOCUMENT

Item No.	Description	Qty	Unit	Rate	Total Amount
23.	Providing and fixing squatting type white glazed earthen were w.c pan with including the cost of flushing cistern with internal fitting and flush Pipe with bend & making requisite number of holes in walls plinth & floor for pipe connections & making good in cement concrete 1:2:4 A W.C pan of not less than 23" clear opening between flushing rims and 3 gallons flushing tank with 4" dia C.I.trape.	1	Each.	5044.60	5044.60
24.	Providing & fixing 24" x 18" lavatory basin in white glazed earthen ware complete with & 1/c the cost of W.I or C.I cantilever brackets 6 inches built into wall, painted white in two coat after a primary coat of red lead paint, a pair of 1/2" dia rubber plug & chrome plate brass chain 1-1/4" dia malleable iron or c.P brass traps malleable iron or brass unions and making requisite number of holes in walls, plinth & floor for pipe connection and making good in cement concrete 1: 2: 4 (Standard pattern).	1	Each.	4253.90	4253.90
25.	S/F long bib cock of crystal head with c.p. head 1/2" dia	1	Each	337.92	337.92
26.	Concealed C.P fittings of Superior quality for tiles Bath Rooms. (b) S/Fixing concealed stop cock of superior quality with c.p head 1/2" dia.	1	Each	509.74	509.74
27.	Providing & fixing in position Nylon connections complete with 1/2" dia, brass stop cock with pair of brass nuts and lining joints to Nylon connection.		Each	447.15	894
28.	Providing and laying (Main or Sub-main) PVC insulated with size 2-7/029 copper condition in 3/4" dia PVC conduct on senfaca.	90	P. Mtr	171	15390
29.	Providing fixing brass ceiling fan 56" (good quality) (P-34 / I-235).	2	Each	3185	6370
30.	Providing and Fixing one way 5P 5amp switch surface type (P-33 / I-216).	2	Each	34	68
31.	Providing and fixing two pin 5 amp plug socket. (P-33/I-222).	2	Each	80	160
32.	Providing and fixing brass battern holder. (P-33/I-232).	10	Each	70	700
SUB-TOTAL: -					5,94,262
Percentage Quoted % Above/Below on the Prices of Items Based On Composite Schedule of Rates Rs.					
TOTAL: -					
(Rupees _____)					

BIDDING DOCUMENT

SCHEDULE - A TO BID

SCHEDULE OF PRICES

Bill No. 4 CONSTRUCTION OF POLICE POST ALONG BUNGALOW EE IN BARRAGE TOWNSHIP SUKKUR. (PACKAGE # 1).

Item No.	Description	Quantity	Unit	Rate	Total Amount
01.	Excavation in founding of building bridges and other structure including dag belling dressing, rifling around structure with execrated earth watering and ramming lead up to 5ft.(P-4 / I-18)	540	% Cft	3176.25	1715.17
02.	Cement concert or stone ballast 1½" to 2" guage (d) ratio (1:4:8) (P-14) (item 4 b)	90	% Cft	9416.98	8475.28
03.	Pacca Brick work foundation in plinth in. © Cement sand mortar 1:6 P-19 / I-4 I E	341.24	% Cft	11948.36	40772.58
04.	Fabrication of mild steel reinforceuet for cement concert including cutting, bending, laying in position making joints and fastening including cost of sanding wire C/B also including removal of rest from bars using tor bars (P-16) (item8) rings	1.3	P.Cwt	5001.70	6502.21
05.	Reinbreed cement concrete work including all labor and material except the cost of steel reinforcement and its labor for bending and binding which will be paid separtily this rate also including all kinds of forms moulds lifting shuttering curing rendering and finishing the exposed surface (including screening and washing of shingle.(1:2:4). (P-15) (Item-6)	22.6	P. Cft	337	7616.20
06.	Pacca Brick work other than building including stricking joints up to 20ft height cement sand mortar (1:3). (P-21) (Item-7 c)	416	% Cft	12899.70	53663
07.	Cement concert plain including placing finishing and cerring complete (including) careening and washing at stone aggregate with out shattering (1:2:4).(P-15 / I-51)	50	% Cft	14429/25	7214.62
08.	Providing and fixing in position doors window and ventilators of 1 st class deodar wood frame and 1½" thick teak wood ply shutters of 2 nd class deodar wood skelection (solid) stules and rails core of partal wood and teak plu wood (3-Ply) on both sides i/c holds fasts, hinges iron tower bolts, handles and cleats, with etc complete. (P-64 / I-57)	15	P. Sqt	1182.56	17738.4
09.	First class tiles roofing consisting of 4" earth and 1" mud plaster with goobri luping over 1½" thick cement plaster 1:6 with 34 cbs of hot betumem coating sand blineded provided over 2 layer of tiles 12"x6"x1" ¼" laid in 1:6 cement mortar with ½" thick sand wiched layer of 1:6 cement mortar including 1:2 cement pointing under side of tiles complete including curring etc (P-32) (item-1)	100	% Sft	11443.10	11443



BIDDING DOCUMENT

Item No.	Description	Quantity	Unit	Rate	Total Amount
10.	Girder In Quality (Schedule Material 140).	4.82	P. Cwt	3850/-	18557
11.	Angle Iron T-Iron Strips Grating CI Mould Items and Rolls (Schedule of Material 144)	2.86	P. Cwt	3575/-	10224
12.	Providing and laying single per layer of polythene sheet 0.13mm thick or water proofing as per specification instructions of engineer incharge. (P-37/38)	100	P. Sft	10.70	1070
13.	Rain water down pipe cost iron lead fixed in place i/c cost of clamp hold fast and panling. (P-36) (Item-23).	1	P. Rft	876.39	876.39
14.	Cement plasters (1:3). 12 height ½" thick (P-51 / I-9b)	358.89	% Sqt	2496.72	8960.47
15.	Cement Plaster (1:2) up to 12ft height ½" thick.(P-51 / I-10 b)	358.89	% Sqt	2344.59	8414.49
16.	Cement pointing struck joints on wall ratio (1:2) (P-52) (item 19 a)	358.89	% Sft	1287.44	4620
ELECTRIC ITEM					
17.	Providing and laying (Main or Sub-main) PVC insulated with size 2-7/029 copper condition in ¾" dia PVC conduct on senfaea.(P-I / I-3)	90	P. Meter	171	15390
18.	Providing & laying (main or sub-main) PVC insulated with size with size 3/029 copper conductor in ¾" dia. (P-I/I-I).	90	P. Meter	121	10890
19.	Providing fixing brass ceiling fan 56" (good quality) (P-34 / I-235).	1	P. Meter	3185	3185
20.	Providing and Fixing one way 5P 5amp switch surface type (P-33 / I-216).	2.	Each	34	68
21.	Providing and fixing two pin 5 amp plug socket. (P-33/I-222).	2.	Each	80	160
22.	Providing and fixing brass battern holder. (P-33/I-232).	10.	Each	70	700
SUB-TOTAL: -					2,38,256
Percentage Quoted % Above/Below on the Prices of Items Based On Composite Schedule of Rates Rs.					
TOTAL: -					
(Rupees _____)					

BIDDING DOCUMENT

SCHEDULE – A TO BID

SCHEDULE OF PRICES

Bill No. 5 CONSTRUCTION OF 03 NOS. RCC PILLARS WITH 02 NOS. HEAVY STEEL DOORS ALONG BUNGALOW IN BARRAGE TOWNSHIP SUKKUR. (PACKAGE # 1).

Item No.	Description	Quantity	Unit	Rate	Total Amount
01.	Excavation in foundation of building bridges and other structure including daga belling dressing refilling around the structure with excavated earth watering and ramming leading up to 5ft. (b) Ordinary soil.(P-4 / I-18)	96	%oCft	3176.25	305
02.	Cement concert brick or stone bellest 1½" to 2" guage ratio (1:4:8). (P-14 / I-4b)	40.5	%Cft	9416.28	3813.59
03.	Fabrication of mild reinforcement for cement concert including cutting bending binding, laying in position making joints and fasting includes cost of binding wire (also includes using tor bars. (P-16 / I-8b)	5.465 Cwt	P.Cwt	5001.70	27334
04.	Reinforcement cement concert work including all labor and material except the cost steel reinforcement and its labor for sending and binding which will be paid separating this role also includes all kinds of forms moulds lifting shuttering curring rendering and finishing the exposed surface (including) screening and washing of shingle. (a) RC work in roof sleb beams columns rafts lintels and other structural members laid in site or pre cost laid in position complete in all respect. (1) Ratio (1:2:4) 90 LBS cement 2cft sand 4cft shingle 1/8" to ¼" guage. (P-15) (i-6)	155	P. Cft	337	52235
05.	Erection & removal of centering for RCC or plain cement concrete work of Deodar Wood (2 nd Class). (P-17/I-19 a)	309	% Sft	7693.13	23772
06.	Supplying and fixing special heaving type steel doors for look UPS with in angle iron frame of 2"½" to 2"½"x 3/8" size and shuter of 2"x2"x3/5" with 1" dia meter M.S bars placed a 4" center to under with aseparate locking box heaving size of 12"x12" of M steel embedded in massonray with proper locking arrangement cost of irrection of steel gate and fixing in massonary walls in cement concert (1:2:4) etc. complete as per instruction of emginer incharge.(P-92 / I-27)	112	P. Sft	930.76	104245
07.	White glazed tiles ¼" thick dado jointed in white cement and laid over 1:2 cement sand mortar ¾" thick including finishing.(P-14 / I-37)	210	% Sft	28253.61	59332.58

10/11

BIDDING DOCUMENT

Item No.	Description	Quantity	Unit	Rate	Total Amount
08.	Cement Plaster 1:3 ¾" (P-51 / I-10c)	332 Sft	% Sft	2795.30	9280
09.	Cement Plaster 1:2 ¾" (P-51 / I-9c)	332 Sft	% Sft	3056.62	10148
SUB-TOTAL: -					2,90,465
Percentage Quoted % Above/Below on the Prices of Items Based On Composite Schedule of Rates Rs.					
TOTAL: -					
(Rupees _____)					



BIDDING DOCUMENT

SCHEDULE – A TO BID

SCHEDULE OF PRICES

Bill No. 6 PROVIDING & FIXING PAVERS BLOCK & CURBSTONE AT BUNGALOW IN BARRAGE TOWNSHIP SUKKUR (PACKAGE # 1).

Item No.	Description	Quantity	Unit	Rate	Total Amount
01.	Cement concrete plain including placing compacting, finishing and curing complete (including screening & washing at stone aggregate without shirting) 1:4:8. (P-15/1-5 (1)).	4412.5	%Cft	11288.70	498116/-
02.	Providing & fixing Cement Paving Block Flooring having size of 197x97x80(mm) of city / quddra / cobble shape with pigmented, having strength b/w 5000 psi to 8500 psi i/e filling the joints with hill sand and laying in specified manner / pattern and design etc complete. (P-49/1-74).	8825.0	P. Sft	248.17	2190100
03.	Providing & fixing precast edge block 3750 psi industrial made size 6 inches thick x12 inches long x12 inches high including the cost of cartage. Excavation from work for haunching 1450 psi lean concrete 2250 psi concrete for haunching 1:4 cement sand mortar (P-15/1-14) highway schedule.	300	P. Rft	297.01	89103
04.	Thermo Plastic Paint Pavement making in Reflective Thermo Plastic Paint for Lines of 6" width. (P-15/1-13).	740	P. Rft	41.24	30517
SUB-TOTAL: -					28,07,836
Percentage Quoted % Above/Below on the Prices of Items Based On Composite Schedule of Rates Rs.					
TOTAL: -					
(Rupees _____)					



BIDDING DOCUMENT

SCHEDULE – A TO BID

BILL OF QUANTITIES (NON-SCHEDULED ITEMS)

Bill No. 7 QUOTATION OF NON-SCHEDULED ITEMS FOR REPAIR & RENOVATION OF BUNGALOW. (PACKAGE # 1)

Item No.	Description	Quantity	Unit	Rate	Total Amount
1.	Supplying & fixing wooden / Lamination Cabinet for kitchen Dressing Room.	277			
2.	Providing & fixing full Kitchen set	1			
3.	Supplying & Fixing Ovan	1.			
4.	Supplying & fixing Gree A.C. 1.5 Ton With Steplizer	4			
5.	Supplying & Fixing Superior Quality Chikh Roller	30			
6.	Supplying & Fixing Superior Quality Energy Saver 23V	300			
7.	Supplying & Fixing Superior Quality Pedestal fan Shower Type	2			
8.	Supplying & Fixing Superior Quality Energy Sewer 45V	10			
9.	Supplying & Fixing Superior Quality Fancy Light	10			
10.	Supplying & Fixing Superior Quality Chani	30			
11.	Supplying & Fixing Superior Quality Lock for Door	8			
12.	Supplying & Fixing Exhaust fan	10			
13.	Supplying & Fixing Superior Quality Curtain Cloth	700			
14.	Donkey pump with 1 H.P. 3 Star motor	2			
15.	Supplying Fixing Superior Quality Poly fixable pipe	200			
16.	Dadex Sheet for water Tank	84.5			
17.	Supplying & Fixing Cable wire with Gake	6			
18.	Supplying & Fixing Telephone Wire With Gake	6			
19.	Supplying & fixing Bell	6.			
20.	Supplying Fixing Superior Quality Ghezer	4.			
				TOTAL: -	
					(Rupees _____)

BIDDING DOCUMENT

SCHEDULE - B TO BID

SPECIFIC WORKS DATA

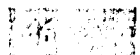


BIDDING DOCUMENT

SCHEDULE - C TO BID

WORKS TO BE PERFORMED BY SUBCONTRACTORS

Not applicable,
the bidder will do all work with his own forces.

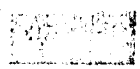


BIDDING DOCUMENT

SCHEDULE – D TO BID

PROPOSED PROGRAMME OF WORKS

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



BIDDING DOCUMENT

SCHEDULE – E TO BID

METHOD OF PERFORMING WORKS

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

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



BIDDING DOCUMENT

SCHEDULE – E TO BID

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

Contract No. TC/G-55/_____ Dated _____

Contract Value: Rs. _____

Contract Title: _____

[_____ Name of Contractor] hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Sindh (GoS) or any administrative subdivision or agency thereof or any other entity owned or controlled by it (GoS) through any corrupt business practice.

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

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

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

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

Procuring Agency

Contractor

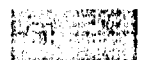


BIDDING DOCUMENT

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BIDDING DOCUMENT

CONDITIONS OF CONTRACT

BIDDING DOCUMENT

CONDITIONS OF CONTRACT

1. GENERAL PROVISIONS

1.1 Definitions

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

The Contract

1.1.11 **“Contract”** means the Contract Agreement and the other documents listed in the Contract Data.

1.1.2 **“Specifications”** means the document as listed in the Contract Data, including Procuring Agency’s requirements in respect of design to be carried out by the Contractor (if any), and any Variation to such document.

1.1.3 **“Drawings”** means the Procuring Agency’s drawings of the Works as listed in the Contract Data, and any Variation to such drawings.

Persons

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

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

1.1.6 **“Party”** means either the Procuring Agency or the Contractor.

Dates, Times and Periods

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

1.1.8 **“Day”** means a calendar day

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

Money and Payments

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



BIDDING DOCUMENT

Other Definitions

- 1.1.11 **“Contractor’s Equipment”** means all machinery, apparatus and other things required for the execution of the Works but does not include Materials or Plant intended to form part of the Works.
- 1.1.12 **“Country”** means the Islamic Republic of Pakistan.
- 1.1.13 **“Procuring Agency’s Risks”** means those matters listed in Sub-Clause 6.1.
- 1.1.14 **“Force Majeure”** means an event or circumstance which makes performance of a Party’s obligations illegal or impracticable and which is beyond that Party’s reasonable control.
- 1.1.15 **“Materials”** means things of all kinds (other than Plant) to be supplied and incorporated in the Works by the Contractor.
- 1.1.16 **“Plant”** means the machinery and apparatus intended to form or forming part of the Works.
- 1.1.17 **“Site”** means the places provided by the Procuring Agency where the Works are to be executed, and any other places specified in the Contract as forming part of the Site.
- 1.1.18 **“Variation”** means a change which is instructed by the Engineer/Procuring Agency under Sub-Clause 10.1.
- 1.1.19 **“Works”** means any or all the works whether Supply, Installation, Construction etc. and design (if any) to be performed by the Contractor including temporary works and any variation thereof.
- 1.1.20 **“Engineer”** means the person notified by the Procuring Agency to act as Engineer for the purpose of the Contract and named as such in Contract Data.

1.2 Interpretation

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

1.3 Priority of Documents

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

1.4 Law

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



BIDDING DOCUMENT

1.5 Communications

All Communications related to the Contract shall be in English language.

1.6 Statutory Obligations

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

2. THE PROCURING AGENCY

2.1 Provision of Site

The Procuring Agency shall provide the site and right of access thereto at the times stated in the Contract Data.

Site Investigation Reports are those that were included in the bidding documents and are factual and interpretative reports about the surface and subsurface conditions at the Site.

2.2 Permits etc.

The Procuring Agency shall, if requested by the Contractor, assist him in applying for permits, licenses or approvals which are required for the Works.

2.3 Engineer's/Procuring Agency's Instructions

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

2.4 Approvals

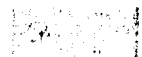
No approval or consent or absence of comment by the Engineer/Procuring Agency shall affect the Contractor's obligations.

3. ENGINEER'S/PROCURING AGENCY'S REPRESENTATIVES

3.1 Authorized Person

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

Assistant Executive Engineer will act on behalf of Executive Engineer/Procuring Agency.



BIDDING DOCUMENT

3.2 Engineer's/Procuring Agency's Representative

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

4. THE CONTRACTOR

4.1 General Obligations

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

4.2 Contractor's Representative

The Contractor shall appoint a representative at site on full time basis to supervise the execution of work and to receive instructions on behalf of the Contractor but only after obtaining the consent of the Procuring Agency for such appointment which consent shall not be withheld without plausible reason(s) by the Procuring Agency. Such authorized representative may be substituted/replaced by the Contractor at any time during the Contract Period but only after obtaining the consent of the Procuring Agency as aforesaid.

4.3 Subcontracting

The Contractor shall not subcontract the whole of the works. The Contractor shall not subcontract any part of the works without the consent of the Procuring Agency.

4.4 Performance Security

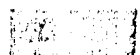
The Contractor shall furnish to the Procuring Agency within fourteen (14) days after receipt of Letter of Acceptance a Performance Security at the option of the bidder, in the form of Payee's order/Bank Draft or Bank Guarantee from scheduled bank for the amount and validity specified in Contract Data.

5. DESIGN BY CONTRACTOR

5.1 Contractor's Design

The Contractor shall carry out design to the extent specified, as referred to in the Contract Data. The Contractor shall promptly submit to the Engineer/Procuring Agency all designs prepared by him, within fourteen (14) days of receipt the Engineer/Procuring Agency shall notify any comments or, if the design submitted is not in accordance with the Contract, shall reject it stating the reasons.

Contractor shall not construct any element of the works designed by him within fourteen (14) days after the design has been submitted to the Engineer/Procuring Agency or which has been rejected. Design that has been rejected shall be promptly amended and resubmitted. The Contractor shall resubmit all designs commented on taking these comments into account as necessary.



BIDDING DOCUMENT

5.2 Responsibility for Design

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

6. PROCURING AGENCY'S RISKS

6.1 The Procuring Agency's Risks

The Procuring Agency's Risks are:-

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

BIDDING DOCUMENT

7. TIME FOR COMPLETION

7.1 Execution of the Works

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

7.2 Programme

Within the time stated in the Contract Data, the Contractor shall submit to the Engineer/Procuring Agency a programme for the Works in the form stated in the Contract Data.

7.3 Extension of Time

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

7.4 Late Completion

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

8. TAKING-OVER

8.1 Completion

The Contractor may notify the Engineer/Procuring Agency when he considers that the Works are complete.

8.2 Taking-Over Notice

Within fourteen (14) days of the receipt of the said notice of completion from the Contractor the Procuring Agency/Engineer shall either takeover the completed works and issue a Certificate of Completion to that effect or shall notify the Contractor his reasons for not taking-over the works. While issuing the Certificate of Completion as aforesaid, the Procuring Agency/Engineer may identify any outstanding items of work which the Contractor shall undertake during the Maintenance Period.



BIDDING DOCUMENT

9. REMEDYING DEFECTS

9.1 Remediating Defects

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

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

9.2 Uncovering and Testing

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

10. VARIATIONS AND CLAIMS

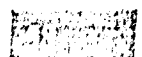
10.1 Right to Vary

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

10.2 Valuation of Variations

Variations shall be valued as follows:

- a) At a lump sum price agreed between the Parties, or
- b) Where appropriate, at rates in the Contract, or
- c) In the absence of appropriate rates, the rates in the Contract shall be used as the basis for valuation, or failing which
- d) At appropriate new rates, as may be agreed or which the Engineer/Procuring Agency considers appropriate, or
- e) If the Engineer/Procuring Agency so instructs, at day work rates set out in the Contract Data for which the Contractor shall keep records of hours of labour and Contractor's Equipment, and of Materials, used.



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10.3 Changes in the Quantities.

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

10.4 Early Warning

The Contractor shall notify the Engineer/Procuring Agency in writing as soon as he is aware of any circumstance which may delay or disrupt the Works. **No will be made.**

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

10.5 Valuation of Claims

If the Contractor incurs Cost as a result of any of the Procuring Agency's Risks, the Contractor shall not be entitled to the amount of such Cost. If as a result of any Procuring Agency's Risk, it is necessary to change the Works, this shall be dealt with as a no Variation subject to Contractor's notification for intention of claim to the Engineer/Procuring Agency.

10.6 Variation and Claim Procedure

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

11. CONTRACT PRICE AND PAYMENT

11.1 (a) Terms of Payments

The amount due to the Contractor under any Interim Payment Certificate issued by the Engineer pursuant to this Clause, or to any other terms of the Contract, shall, subject to Clause 11.3, be paid by the Procuring.

Agency to the Contractor within 30 days after such Interim Payment Certificate has been jointly verified by Procuring Agency and Contractor, or, in the case of the



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Final Certificate referred to in Sub Clause 11.5, within 60 days after such Final Payment Certificate has been jointly verified by Procuring Agency and Contractor; the payment shall be made to contractor subject to availability of funds.

(b) Valuation of the Works

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

11.2 Monthly Statements

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

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

The Contractor shall submit each month to the Engineer/Procuring Agency a statement showing the amounts to which he considers himself entitled.

Note (Payment would be subject to the provision of funds)

11.3 Interim Payments

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

Note (Payment would be subject to the provision of funds)

11.4 Retention

Retention money shall be paid by the Procuring Agency to the Contractor within Ninety (90) days after either the expiry of the period stated in the Contract Data, or the remedying of notified defects, or the completion of outstanding work, all as referred to in Sub-Clause 9.1, whichever is the later.

11.5 Final Payment

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

On availability of funds receipt of the verified final account from the Assistant Executive, the Procuring Agency shall pay to the Contractor any amount due to the Contractor. While making such payment the Procuring Agency may, for reasons to be given to the Contractor in writing, withhold any part or parts of the verified amount.

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11.6 Currency

Payment shall be in the currency Pak Rupees.

12. DEFAULT

12.1 Defaults by Contractor

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

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

12.2 Defaults by Procuring Agency

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

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

Procuring agency would be bound with the release of funds from the Government only.

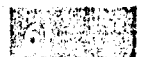
12.3 Insolvency

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

12.4 Payment upon Termination

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

- a) Any sums to which the Contractor is entitled under Sub-Clause 10.1,
- b) Any sums to which the Procuring Agency is entitled,



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- c) If the Procuring Agency has terminated under Sub-Clause 12.1 or 12.3, the Procuring Agency shall be entitled to a sum equivalent to twenty percent (20%) of the value of parts of the Works not executed at the date of the termination, and
- d) If the Contractor has terminated under Sub-Clause 12.2 or 12.3, the Contractor shall be entitled to the cost of his demobilization together with a sum equivalent to ten percent (10%) of the value of parts of the works not executed at the date of termination.

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

13. RISKS AND RESPONSIBILITIES

13.1 Contractor's Care of the Works

Subject to Sub-Clause 9.1, the Contractor shall take full responsibility for the care of the Works from the Commencement Date until the date of the Procuring Agency's/Engineer's issuance of Certificate of Completion under Sub-Clause 8.2. Responsibility shall then pass to the Procuring Agency. If any loss or damage happens to the Works during the above period, the Contractor shall rectify such loss or damage so that the Works conform with the Contract. Unless the loss or damage happens as a result of any of the Procuring Agency's Risks, the Contractor shall indemnify the Procuring Agency, or his agents against all claims loss, damage and expense arising out of the Works.

13.2 Force Majeure

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

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

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

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

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

14. INSURANCE

14.1 Arrangements

The Contractor shall, prior to commencing the Works, effect insurances of the types, in the amounts and naming as insured the persons stipulated in the Contract Data

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except for items (a) to (e) and (i) of the Procuring Agency's Risks under Sub-Clause 6.1. The policies shall be issued by insurers and in terms approved by the Procuring Agency. The Contractor shall provide the Engineer/Procuring Agency with evidence that any required policy is in force and that the premiums have been paid.

14.2 **Default**

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

15. **RESOLUTION OF DISPUTES**

15.1 **Engineer's Decision**

If a dispute of any kind whatsoever arises between the Procuring Agency and the Contractor in connection with the works, the matter in dispute shall, in the first place, be referred in writing to the Engineer, with a copy to the other party. Such reference shall state that it is made pursuant to this Clause. No later than the twenty eight (28) days after the day on which he received such reference, the Engineer shall give notice of his decision to the Procuring Agency (Superintending Engineer) and the Contractor.

Unless the Contract has already been repudiated or terminated, the Contractor shall, in every case, continue to proceed with the work with all due diligence, and the Contractor and the Procuring Agency (Superintending Engineer) shall give effect forthwith to every such decision of the Engineer unless and until the same shall be revised, as hereinafter provided in an arbitral award.

15.2 **Notice of Dissatisfaction**

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

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

15.3 **Arbitration**

A dispute which has been the subject of a notice of dissatisfaction shall be finally settled as per provisions of Arbitration Act 1940 (Act No. X of 1940) and Rules made there under and any statutory modifications thereto. Any hearing shall be held

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at the place specified in the Contract Data and in the language referred to in Sub-Clause 1.5.

16. INTEGRITY PACT

16.1 If the Contractor or any of his Sub-Contractors, agents or servants is found to have violated or involved in violation of the Integrity Pact signed by the Contractor as Schedule-F to his Bid, then the Procuring Agency shall be entitled to:

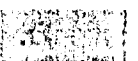
- (a) Recover from the Contractor an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by the Contractor or any of his Sub-Contractors, agents or servants;
- (b) Terminate the Contract; and
- (c) Recover from the Contractor any loss or damage to the Procuring Agency as a result of such termination or of any other corrupt business practices of the Contractor or any of his Sub-Contractors, agents or servants.

On termination of the Contract under Sub-Para (b) of this Sub-Clause, the Contractor shall demobilize from the site leaving behind Contractor's Equipment which the Procuring Agency instructs, in the termination notice, to be used for the completion of the works at the risk and cost of the Contractor. Payment upon such termination shall be made under Sub-Clause 12.4, in accordance with Sub-Para (c) thereof, after having deducted the amounts due to the Procuring Agency under Sub-Para (a) and (c) of this Sub-Clause.



BIDDING DOCUMENT

CONTRACT DATA



BIDDING DOCUMENT

CONTRACT DATA

Sub-Clauses of Conditions of Contract

- 1.1.3 Procuring Agency's Drawings, if any **Can be seen in the office of the Executive Engineer Barrage Division Sukkur.**
- 1.1.4 The Procuring Agency means **Executive Engineer**
- 1.1.5 The Contractor means **Bidder**
- 1.1.7 Commencement Date **Will be started within fourteen (14) days after signing of the Contract Agreement.**
- 1.1.9 Time for Completion **36 Months**
- 1.1.20 Engineer (mention the name along with the designation including whether he belongs to department or consultant) and other details **Mr. Shamsuddin Soomro
Assistant Executive Engineer
Spur Sub-Division Sukkur**
- 1.3 Documents forming the Contract listed in the order of priority:
- (a) The Contract Agreement
 - (b) Letter of Acceptance
 - (c) The completed Form of Bid
 - (d) Contract Data
 - (e) Conditions of Contract
 - (f) The completed Schedules to Bid including Schedule of Prices
 - (g) The Drawings
 - (h) The Specifications
- 2.1 Provision of Site: **On the Commencement Date**
- 3.1 Authorized person: **Assistant Executive Engineer
Spur Sub-Division Sukkur**
- 3.2 Name and address of Engineer's/
Procuring Agency's representative **---**
- 4.4 Performance Security
Amount **5% of Bid**
Validity **(Valid upto the end of the project under the provisions of SPP Rules)**
- 5.1 Requirements for Contractor's design (if any): **Specification Clause No's _____**



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- 7.2 Programme:
Time for submission: **Within fourteen (14) days of the Commencement Date.**
Form of Programme: **Bar Chart identifying the critical activities.**
- 7.4 Amount payable due to failure to complete shall be 0.05% per day upto a maximum of 10% of sum stated in the Letter of Acceptance.
(Usually the liquidated damages are set between 0.05 percent and 0.10 percent per day.)
- 7.5 Early Completion
In case of earlier completion of the Work, the Contractor is entitled to be paid bonus up-to limit and at a rate equivalent to 50% of the relevant limit and rate of liquidated damages stated in the contract data. **Not applicable**
- 9.1 Period for remedying defects **36 Months**
- 10.2 (e) Variation procedures: ----
- 11.1 **Terms of Payments**
- a) **Mobilization Advance**
- (1) **Mobilization Advance up to 10 % of the Contract Price stated in the Letter of Acceptance shall be paid by the Procuring Agency to the Contractor on the works costing Rs.2.5 million or above on following conditions:**
- (i) on submission by the Contractor of a Mobilization Advance Guarantee for the full amount of the Advance in the specified form from a Scheduled Bank in Pakistan to the Procuring Agency;
- (ii) Contractor will pay interest on the mobilization advance at a rate of 10% per annum on the advance; and
- (iii) This Advance including the interest shall be recovered in 5 equal installments from the five (05) R.A bills and in case the number of bills is less than five (05) then 1/5th of the advance inclusive of the interest thereon shall be recovered from each bill and the balance together with interest be recovered from the final bill. It may be insured that the same amount in the final bill to enable recovery of the Mobilization Advance.
- OR
- 2) **Secured Advance on Material**
- (a) The Contractor shall be required to receive from the Procuring Agency Secured Advance against an INDEMNITY BOND in P W Account Form No. 31(Fin. R. Form No. 2 acceptable to the Procuring Agency of such sum as the Engineer may consider proper in respect of non-perishable materials brought at the Site but not yet incorporated in the Permanent Works provided that:
- (i) The materials are in accordance with the Specifications for the Permanent Works;
- (ii) Such materials have been delivered to the Site and are properly stored and protected against loss or damage or deterioration to the satisfaction and verification of the Engineer but at the risk and cost of the Contractor;
- (iii) The Contractor's records of the requirements, orders, receipts and use of materials are kept in a form approved by the Engineer, and such records shall be

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- available for inspection by the Engineer;
- (iv) The Contractor shall submit with his monthly statement the estimated value of the materials on Site together with such documents as may be required, by the Engineer for the purpose of valuation of materials and providing evidence of ownership and payment therefore;
 - (v) Ownership of such materials shall be deemed to vest in the Procuring Agency and these materials shall not be removed from the Site or otherwise disposed of without written permission of the Procuring Agency;
 - (vi) The sum payable for such materials on Site shall not exceed 75% of the
 - (i) landed cost of imported materials, or
 - (ii) ex-factory/ex-warehouse price of locally manufactured or produced materials, or
 - (iii) market price of stands other materials;
 - (vii) Secured Advance should not be allowed unless & until the previous advance, if any, fully recovered;
 - (viii) Detailed account of advances must be kept in part of the account bill; and
 - (ix) Secured Advance may be permitted only against materials quantities anticipated to be consumed / utilized on the work within a period of 12 months from the date of issue of secured advance and definitely for quantities of materials for the entire work/contract
 - (b) Recovery of Secured Advance:
 - (i) Secured Advance paid to the Contractor under the above provisions shall be effected from the monthly payments on actual consumption basis, but not later than period specified in the contract not more than three months (even if unutilized); other conditions as specified in the contract.
 - (ii) As recoveries are made the outstanding accounts of the items concerned in Part II should be reduced by making deduction entries in the column; "deduct quantity utilized in the bill" measured since previous bill, equivalent to the quantities of materials used by the contractor on items of work shown as executed in part I of the bill.
 - (c) Interim payments: The Contractor shall submit to the Engineer monthly statements of the estimated value of the work completed less the cumulative payments certified previously.
 - (i) The value of work completed comprises the value of the quantities of the items in the Bill of Quantities completed.
 - (ii) value of secured advance on the materials and valuation of variations (if any).
 - (iii) Engineer may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.
 - (iv) Retention money and other advances are to be recovered from the bill submitted by contractor.
- 11.2 (a) Valuation of the Works:
- i) Lump sum price _____ (details), or
 - ii) Lump sum price with schedules of rates _____ (details), or
 - iii) Lump sum price with bill of quantities _____ (details), or
 - iv) Re-measurement with estimated/bid quantities in the Schedule of Prices or on premium above or below quoted on the rates mentioned in CSR _____ (details), or/and
 - v) Cost reimbursable _____ (details)

BIDDING DOCUMENT

11.3 Percentage of retention **Three 03%**

11.6 Currency of payment: **Pak. Rupees**

14.1 **Insurances:**

Type of cover

The Works

Amount of cover

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

Type of cover

Contractor's Equipment:

Amount of cover

Full replacement cost

Type of cover

Third Party-injury to persons and damage to property _____

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

Workers: _____

Other cover: _____

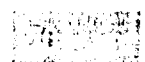
14.2 Amount to be recovered
Premium plus _____ percent (____ %).

15.3 Arbitration
Place of Arbitration: _____



BIDDING DOCUMENT

STANDARD FORMS



BIDDING DOCUMENT

FORM OF BID SECURITY (Bank Guarantee)

Guarantee No. _____
Executed on _____

(Letter by the Guarantor to the Procuring Agency)

Name of Guarantor (Scheduled Bank in Pakistan) with
address: _____

Name of Principal (Bidder) with
address: _____

Sum of Security (express in words and
figures): _____

Bid Reference No. _____ Date of Bid _____

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Bid and at the request of the said Principal, we the Guarantor above-named are held and firmly bound unto the _____, (hereinafter called The "Procuring Agency") in the sum stated above, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Bidder has submitted the accompanying bid dated _____ for Bid No. _____ for _____ (Particulars of Bid) to the said Procuring Agency; and

WHEREAS, the Procuring Agency has required as a condition for considering said bid that the **bidder** furnishes a bid security in the above said sum from a Scheduled Bank in Pakistan or from a foreign bank duly counter-guaranteed by a Scheduled Bank in Pakistan, to the procuring agency, conditioned as under:

- (1) That the bid security shall remain in force up to and including the date 28 days after the deadline for validity of bids as stated in the Instructions to bidders or as it may be extended by the procuring agency, notice of which extension(s) to the Surety is hereby waived;
- (2) That the bid security of unsuccessful bidders will be returned by the procuring agency after expiry of its validity or upon signing of the Contract Agreement; and
- (3) That in the event of failure of the successful bidder to execute the proposed Contract Agreement for such work and furnish the required Performance Security, the entire said sum be paid immediately to the said procuring agency pursuant to Clause 15.6 of the Instruction to bidders for the successful bidder's failure to perform.

NOW THEREFORE, if the successful bidder shall, within the period specified therefore, on the prescribed form presented to him for signature enter into a formal Contract with the said procuring agency in accordance with his bid as accepted and furnish within twenty eight (28) days of his being requested to do so, a Performance Security with good and sufficient surety, as may be required, upon the form prescribed by the said procuring agency for the faithful performance and proper fulfilment of the said Contract or in the event of non-withdrawal of the said bid within the time specified for its validity then this obligation shall be void and of no effect, but otherwise to remain in full force and effect.



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- available for inspection by the Engineer;
- (iv) The Contractor shall submit with his monthly statement the estimated value of the materials on Site together with such documents as may be required by the Engineer for the purpose of valuation of materials and providing evidence of ownership and payment therefore;
 - (v) Ownership of such materials shall be deemed to vest in the Procuring Agency and these materials shall not be removed from the Site or otherwise disposed of without written permission of the Procuring Agency;
 - (vi) The sum payable for such materials on Site shall not exceed 75% of the
 - (i) landed cost of imported materials, or
 - (ii) ex-factory/ex-warehouse price of locally manufactured or produced materials, or
 - (iii) market price of stands other materials;
 - (vii) Secured Advance should not be allowed unless & until the previous advance, if any, fully recovered;
 - (viii) Detailed account of advances must be kept in part of the account bill; and
 - (ix) Secured Advance may be permitted only against materials quantities anticipated to be consumed / utilized on the work within a period of 12 months from the date of issue of secured advance and definitely for quantities of materials for the entire work/contract
- (b) Recovery of Secured Advance:**
- (i) Secured Advance paid to the Contractor under the above provisions shall be effected from the monthly payments on actual consumption basis, but not later than period specified in the bill not more than three months (even if unutilized); other conditions as specified in the bill.
 - (ii) As recoveries are made the outstanding accounts of the items concerned in Part II should be reduced by making deduction entries in the column; "deduct quantity utilized in the bill measured since previous bill," equivalent to the quantities of materials used by the contractor on items of work shown as executed in part I of the bill.
- (c) Inter-payments:** The Contractor shall submit to the Engineer monthly statements of the estimated value of the work completed less the cumulative amount certified previously.
- (i) value of work completed comprises the value of the quantities of the items in the Bill of Quantities completed.
 - (ii) value of secured advance on the materials and valuation of variations (if any).
 - (iii) Engineer may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.
 - (iv) Retention money and other advances are to be recovered from the bill submitted by contractor.

11.2 (a) Valuation of the Works:

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

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11.3 Percentage of retention **Three 03%**

11.6 Currency of payment: **Pak. Rupees**

14.1 **Insurances:**

Type of cover

The Works

Amount of cover

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

Type of cover

Contractor's Equipment:

Amount of cover

Full replacement cost

Type of cover

Third Party-injury to persons and damage to property _____

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

Workers: _____

Other cover: _____

14.2 Amount to be recovered
Premium plus _____ percent (____ %).

15.3 Arbitration
Place of Arbitration: _____



BIDDING DOCUMENT

STANDARD FORMS



BIDDING DOCUMENT

FORM OF BID SECURITY (Bank Guarantee)

Guarantee No. _____
Executed on _____

(Letter by the Guarantor to the Procuring Agency)

Name of Guarantor (Scheduled Bank in Pakistan) with
address: _____

Name of Principal (Bidder) with
address: _____

Sum of Security (express in words and
figures): _____

Bid Reference No. _____ Date of Bid _____

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Bid and at the request of the said Principal, we the Guarantor above-named are held and firmly bound unto the _____, (hereinafter called The "Procuring Agency") in the sum stated above, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Bidder has submitted the accompanying bid dated _____ for Bid No. _____ for _____ (Particulars of Bid) to the said Procuring Agency; and

WHEREAS, the Procuring Agency has required as a condition for considering said bid that the **bidder** furnishes a bid security in the above said sum from a Scheduled Bank in Pakistan or from a foreign bank duly counter-guaranteed by a Scheduled Bank in Pakistan, to the procuring agency, conditioned as under:

- (1) That the bid security shall remain in force up to and including the date 28 days after the deadline for validity of bids as stated in the Instructions to bidders or as it may be extended by the procuring agency, notice of which extension(s) to the Surety is hereby waived;
- (2) That the bid security of unsuccessful bidders will be returned by the procuring agency after expiry of its validity or upon signing of the Contract Agreement; and
- (3) That in the event of failure of the successful bidder to execute the proposed Contract Agreement for such work and furnish the required Performance Security, the entire said sum be paid immediately to the said procuring agency pursuant to Clause 15.6 of the Instruction to bidders for the successful bidder's failure to perform.

NOW THEREFORE, if the successful bidder shall, within the period specified therefore, on the prescribed form presented to him for signature enter into a formal Contract with the said procuring agency in accordance with his bid as accepted and furnish within twenty eight (28) days of his being requested to do so, a Performance Security with good and sufficient surety, as may be required, upon the form prescribed by the said procuring agency for the faithful performance and proper fulfilment of the said Contract or in the event of non-withdrawal of the said bid within the time specified for its validity then this obligation shall be void and of no effect, but otherwise to remain in full force and effect.



BIDDING DOCUMENT

PROVIDED THAT the Surety shall forthwith pay the procuring agency, the said sum upon first written demand of the procuring agency (without cavil or argument) and without requiring the procuring agency to prove or to show grounds or reasons for such demand, notice of which shall be sent by the procuring agency by registered post duly addressed to the Surety at its address given above.

PROVIDED ALSO THAT the procuring agency shall be the sole and final judge for deciding whether the Principal (Bidder) has duly performed his obligations to sign the Contract Agreement and to furnish the requisite Performance Security within the time stated above, or has defaulted in fulfilling said requirements and the Surety shall pay without objection the said sum upon demand from the procuring agency forthwith and without any reference to the Principal (Bidder) or any other person.

IN WITNESS WHEREOF, the above bounden Surety has executed the instrument under its seal on the date indicated above, the name and seal of the Surety being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

WITNESS:

SURETY (Bank)

1. _____

Signature _____

Name _____

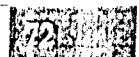
Corporate Secretary (Seal)

Title _____

2. _____

Corporate Guarantor (Seal)

Name, Title & Address



BIDDING DOCUMENT

FORM OF PERFORMANCE SECURITY (Bank Guarantee)

Guarantee No. _____
Executed on _____
Expiry date _____

[Letter by the Guarantor to the Procuring Agency]

Name of Surety (Bank) with Address: (Scheduled Bank in Pakistan)

Name of Principal (Bidder) with Address

Penal Sum of Security
Rupees. _____
_____ (Rs. _____)

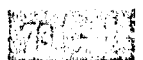
Letter of Acceptance No. _____ Dated _____

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the bidding documents and above said Letter of Acceptance (hereinafter called the Documents) and at the request of the said Principal we, the Guarantor above named, are held and firmly bound unto the _____ (hereinafter called the procuring agency) in the penal sum of the amount stated above for the payment of which sum well and truly to be made to the said procuring agency, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has accepted the procuring agency's above said Letter of Acceptance for _____ (Name of Contract) for the _____ (Name of Project).

NOW THEREFORE, if the Principal (Contractor) shall well and truly perform and fulfill all the undertakings, covenants, terms and conditions of the said Documents during the original terms of the said Documents and any extensions thereof that may be granted by the procuring agency, with or without notice to the Guarantor, which notice is, hereby, waived and shall also well and truly perform and fulfill all the undertakings, covenants terms and conditions of the Contract and of any and all modifications of said Documents that may hereafter be made, notice of which modifications to the Guarantor being hereby waived, then, this obligation to be void; otherwise to remain in full force and virtue till all requirements of Clause 49, Defects Liability, of Conditions of Contract are fulfilled.

Our total liability under this Guarantee is limited to the sum stated above and it is a condition of any liability attaching to us under this Guarantee that the claim for payment in writing shall be received by us within the validity period of this Guarantee, failing which we shall be discharged of our liability, if any, under this Guarantee.



BIDDING DOCUMENT

We, _____ (the Guarantor), waiving all objections and defenses under the Contract, do hereby irrevocably and independently guarantee to pay to the procuring agency without delay upon the procuring agency's first written demand without cavil or arguments and without requiring the procuring agency to prove or to show grounds or reasons for such demand any sum or sums up to the amount stated above, against the procuring agency's written declaration that the Principal has refused or failed to perform the obligations under the Contract which payment will be effected by the Guarantor to Procuring Agency's designated Bank & Account Number.

PROVIDED ALSO THAT the procuring agency shall be the sole and final judge for deciding whether the Principal (Contractor) has duly performed his obligations under the Contract or has defaulted in fulfilling said obligations and the Guarantor shall pay without objection any sum or sums up to the amount stated above upon first written demand from the procuring agency forthwith and without any reference to the Principal or any other person.

IN WITNESS WHEREOF, the above-bounden Guarantor has executed this Instrument under its seal on the date indicated above, the name and corporate seal of the Guarantor being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

WITNESS:

GUARANTOR (Bank)

1. _____

Signature _____

Name _____

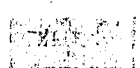
Corporate Secretary (Seal)

Title _____

2. _____

Corporate Guarantor (Seal)

Name, Title & Address



BIDDING DOCUMENT

FORM OF CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT made on the _____ day of _____
between _____ of the one part and
_____ of the other part.

WHEREAS the Procuring Agency is desirous that certain works, viz. _____ should
be executed by the Contractor and has accepted a bid by the Contractor for the execution and
completion of such works and the remedying of any defects therein.

NOW this Agreement witnesseth-- as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents after incorporating addenda, if any, except those parts relating to Instructions to bidders shall be deemed to form and be read and constructed as part of this Agreement, viz:
 - (a) The Letter of Acceptance;
 - (b) The completed Form of Bid alongwith Schedules to Bid;
 - (c) Conditions of Contract & Contract Data;
 - (d) The priced Schedule of Prices/Bill of Quantities (BoQ);
 - (e) The Specifications; and
 - (f) The Drawings.
3. In consideration of the payments to be made by the procuring agency to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the procuring agency to execute and complete the works and remedy defects therein in conformity and in all respects with the provisions of the contract.
4. Procuring agency hereby covenants to pay the contractor, in consideration of the execution and completion of the works as per provisions of the contract, the contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.



BIDDING DOCUMENT

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed on the day, month and year first before written in accordance with their respective laws.

Signature of the Contactor

Signature of Procuring Agency

Seal

Seal

Signed, Sealed and Delivered in the presence of:

Witness:

Witness:

(Name, Title and Address)

(Name, Title and Address)

BIDDING DOCUMENT

MOBILIZATION ADVANCE GUARANTEE

Bank Guarantee No. _____

Date _____

WHEREAS _____ (hereinafter called the 'Procuring Agency') has entered into a Contract for _____ with _____ (hereinafter called the "Contractor").

AND WHEREAS, the Procuring Agency has agreed to advance to the Contractor, at the Contractor's request, an amount of _____ Rupees (Rs. _____) which amount shall be advanced to the Contractor as per provisions of the Contract.

AND WHEREAS, the Procuring Agency has agreed with the Contractor to furnish Guarantee to secure the mobilization advance for the performance of his obligations under the said Contract.

AND WHEREAS _____ (Scheduled Bank in Pakistan) (hereinafter called the "Guarantor") at the request of the Contractor and in consultation of the Procuring Agency agreeing to make the above advance to the Contractor, has agreed to furnish the said Guarantee.

NOW KNOWINGLY AND VOLUNTARILY, the Guarantor hereby guarantees that the Contractor shall use the advance for the purpose of above mentioned Contract and if he fails and commits default in fulfilment of any of his obligations for which the advance payment is made, the Guarantor shall be liable to the procuring agency for payment not exceeding the aforementioned amount.

Notice in writing of any default, of which the procuring agency shall be the sole and final judge, on the part of the Contractor, shall be given by the procuring agency to the Guarantor, and on such first written demand, payment shall be made by the Guarantor of all sums then due under this Guarantee without any reference to the Contractor and without any objection.

This Guarantee shall remain in force until the advance is fully adjusted against payments from the Interim Payment Certificates of the Contractor or until _____ Date _____ whichever is earlier.

The Guarantor's liability under this Guarantee shall not in any case exceed the sum of Rupees _____ (Rs. _____).

This Guarantee shall remain valid up to the aforesaid date and shall be null and void after the aforesaid date or earlier if the advance made to the Contractor is fully adjusted against payments from Interim Payment Certificates of the Contractor provided that the Guarantor agrees that the aforesaid period of validity shall be deemed to be extended if on the above mentioned date the advance payment is not fully adjusted.

BIDDING DOCUMENT

WITNESS:

GUARANTOR

1.

Signature

Name

Corporate Secretary (Seal)

2.

Corporate Guarantor (Seal)

Title & Address

NOT APPLICABLE



BIDDING DOCUMENT

INDENTURE FOR SECURED ADVANCES

(For use in cases in which is contract is for finished work and the contractor has entered into an agreement for the execution of a certain specified quantity of work in a given time).

This INDENTURE made the day of 20..... BETWEEN (*hereinafter called "the Contractor" which expression shall where the context so admits or implied be deemed to include his heirs, executors, administrators and assigns*) of the one part and THE GOVERNOR OF SINDH (*hereinafter called "the Government" of the other part*).

WHEREAS by an agreement, dated (hereinafter called the said agreement, the contractor has agreed to perform the under-mentioned works (*hereinafter referred to as the said work*): -

(Here enter (the description of the works).

AND WHEREAS the contractor has applied to the
.....for an advance to him of Rupees
(Rs.) on the security of materials absolutely belonging to him and brought by him to the site of the said works the subject of the said agreement for use in the execution of such of the said works as he has undertaken to execute at rates fixed for the said works (inclusive of the cost of materials and labour and other charge) AND WHEREAS the Government has agreed to advance to the Contractor the sum of Rupees, (Rs.) on the security of materials the quantities and other particulars of which are detailed in the Running Account Bill (B) the said works signed by the contractor

On and such covenants and conditions as are hereinafter contained and the Government has reserved to itself the option of marking any further advance or advances on the security of the materials brought by the Contractor to the site of the said works.

NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of the sum of Rupees.....
(Rs.) on or before the execution of these presents paid to the Contractor by the Government (the receipt whereof the Contractor doth hereby acknowledge) and of such further advances (if any) as may be made to him as aforesaid (all of which advances are hereinafter collectively referred to as the said amount) the Contractor doth hereby assign unto the Government the said materials by way of security for the said amount

And doth hereby covenant and agree with the Government and declare as follow:-

- (1) That the said sum of Rupees. RS.) so advanced by the Government to the Contractor as aforesaid and all or any further sum or sums which may be advanced as aforesaid shall be employed by the contractor in or towards expending the execution of the said works and for no other purpose whatsoever.
- (2) That the materials detailed in the said Running Account Bill (B) which have been offered to and accepted by the Government as security for the said amount are absolutely by the Contractors own property free from encumbrances of any kind and the Contractor will not make any application for or receive a further advance on the security of materials which are not absolutely his own property and free from encumbrances of any kind and the contractor hereby agrees, at all times, to indemnify and save harmless the Government against all

BIDDING DOCUMENT

claims whatsoever to any materials in respect of which an advance has been made to him as aforesaid.

- (3) That the said materials detailed in the said Running Account Bill (B) and all other materials on the security of which any further advance or advances may hereafter be made as aforesaid (hereinafter called the said materials) shall be used by the Contractor solely in the execution of the said works in accordance with the directions of the Divisional Officer (hereinafter called the Divisional Officer) and in the terms of the said agreement.
- (4) That the Contractor shall make at his own cost all necessary and adequate arrangement for the proper watch, safe custody and protection against all risks of the said material and that until used in construction as aforesaid the said materials shall remain at the site of the said works in the Contractor's custody and at his own risk and on his own responsibility and shall at all times be open to inspection by the Divisional Officer or any officer authorized by him. In the event of the said materials of any part (hereof being stolen, destroyed or damaged or becoming deteriorated in a greater degree than is due to reasonable use and wear thereof Contractor will forthwith replace the same with the best material of like quality or repair and make good the same as required by the Divisional Officer and the materials so brought to replace the said materials so repaired and made good shall also be considered as security for the said amount.
- (5) That the said materials shall not be removed from the site of the said works except with the written permission of the Divisional Officer or an officer authorized by him in that behalf.
- (6) That the said amount shall be payable in full when or before the Contractor receives payment from the Government of the price payable to him for the said works under the terms and conditions of the said agreement PROVIDED THAT if any intermediate payments are made to the contractor on account of work done then on the occasion of each such payment the Government will be at liberty to make a recovery from the Contractor's Bill for such payment by deducting there from in the value of the said materials (then actually used in the construction and in respect of which recovery has not been made previously the value for this purpose being determined in respect of each description of material at the rates at which the amount of the advances made under these presents were calculated.
- (7) That if the Contractor shall at any time make any default in the performance or observation in any respect of any of the terms and provisions of the said agreement or of these presents the total amount of the advance or advances that may still be owing to the Government shall immediately on the happening of such default be repayable by the Contractor to the Government together with interest thereon at twelve percent per annum from the date or respective dates of such advance or advances to the date of repayment and with all costs, charges, damages and expenses incurred by the Government in or for the recovery thereof or the enforcement of this security or otherwise by reason of the default of the Contractor and any moneys so becoming due and payable shall constitute a debt due from the Contractor to the Government and the Contractor hereby covenants and agrees with the Government to repay and the same respectively to it accordingly.
- (8) That the Contractor hereby charges all the said materials with the repayment to the Government of the said sum of Rupees (Rs.) and any further sum or sums which may be advanced as aforesaid and all costs charges damages and expenses payable under these presents PROVIDED ALWAYS and it is hereby agreed and declared that not, withstanding anything



BIDDING DOCUMENT

in the said agreement and without prejudice to the powers contained therein if and whether the covenant for payment and repayment hereinbefore contained shall become enforceable and the money owing shall not be paid to accordingly.

Once there with the Government may at any time thereafter adopt all or any of following courses as it may deem best :-

- (a) Seize and utilize the said materials or any part thereof in the completion of the said works on behalf of the Contractor in accordance with the provisions in that behalf contained in the said agreement debiting the Contractor with the actual cost of effecting such completion the amount due in respect of advances under these presents and crediting the Contractor with the value of work done as he had carried it out in accordance with the said agreement and at the rates thereby provided. If the balance is against the Contractor he is to pay the same to the Government on demand.
- (b) Remove and sell by public auction the seized materials or any part thereof and out of the moneys arising from the sale retain all the sums aforesaid repaid to the Government under these presents and pay over the surplus (if any) to the Contractor.
- (c) Deduct all or any part of the moneys owing to the Contractor out of any sum due to the Contractor under the said agreement.
- (9) That except as is expressly provided by the presents interest on the said advance shall not be payable.
- (10) That in the event of a conflict between the provisions of these presents and the said agreement the provisions of these presents shall prevail and in the event of any dispute or difference arising over the construction or effect of these presents the settlement of which has not been hereinbefore expressly provided for the same shall be referred to the Superintending Engineer/Executive District Officer/Officer one grade higher to officer signed the agreement Circle whose..... decision shall be final and the provisions of the Arbitration Act 1940 for the time being in force so far as they are applicable shall apply to any such reference.

Signed, Sealed and Delivered by in the presence of:

Witness:

Witness:

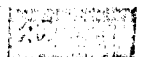
(Name, Title and Address)

(Name, Title and Address)



SPECIFICATIONS

**Specifications can be seen in the office of the Executive Engineer
Barrage Division Sukkur on any working day during office hours.**



SPPRA BIDDING DOCUMENT



GOVERNMENT OF SINDH IRRIGATION DEPARTMENT

- Name of Scheme :- REHABILITATION & RENOVATION OF
SUMPWELL, WATER SUPPLY CONNECTION
AND RESIDENTIAL BUILDING I/C DRAINAGE
SYSTEM AND ROAD IN BARRAGE COLONY
SUKKUR (A.D.P # 760 '2015-16')
- Name of Work :- RENOVATION AND CONSTRUCTION OF
BARRAGE CLUB & TURFING LAWNS AND
FOOTPATH IN BARRAGE TOWNSHIP
SUKKUR.
- Name of Procuring Agency :- EXECUTIVE ENGINEER, BARRAGE
DIVISION SUKKUR
- Document Issued :- M/s
to Government Contractor

Package No: 02

OCTOBER – 2015

Cat: - C4

BIDDING DOCUMENT

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BIDDING DOCUMENT

INVITATION FOR BIDS



BIDDING DOCUMENT

OFFICE OF THE EXECUTIVE ENGINEER, BARRAGE DIVISION, SUKKUR.

No. TC/G-55/2597

of 2015,

Sukkur, Dated:

22/09/ 2015

NOTICE FOR INVITING BIDS

The sealed bids are hereby invited from Government Contractors/firms registered with Pakistan Engineering Council Islamabad for the year 2015 and having license of Category C-4 for serial # 01 to 04, C-5 for serial # 05 & 06 and C-6 for serial # 07 under the latest SPPRA Rules for carryout the following works under Annual Development Programme-ADP & M&R.

S. No.	Name of Work	Cost in Million	Completion Period
	ADP No. 760		
1.	i. Repair & Renovation of Bungalow, i/c Construction of Boundary Wall alongwith Police Check Post & Paver work and 3 Nos. RCC Pillar with 2 Nos. Heavy Steel Doors In Barrage Township Sukkur. ii. Quotation of Non-scheduled Items for Repair & Renovation of Bungalow.	29.454	36 Months
2.	Renovation and Construction of Barrage Club & Turfing Lawns and Footpath in Barrage Township Sukkur.	35.719	-do-
3.	Construction of Asphalt Road in Barrage Township Sukkur.	35.186	-do-
4.	Providing and Fixing Iron Steel Grill Left & Right Bank with Pavers Work, Construction of New Electric Sub-Station & Garbage Pit in Barrage Township Sukkur.	42.564	-do-
5.	i. Construction of Filter Plan for Drinking Purpose, Providing & Laying New P.E Pipe & Renovation of Outdated Sewerage and Sumwell in Barrage Township Sukkur. ii. Quotation of Non-scheduled Items of Filter Plan for Dinking Purpose.	23.460	-do-
6.	Repair, Renovation of Goal Masjid & 02 Nos. Bungalow in Barrage Township Sukkur.	15.250	-do-
	M&R Work		
1.	Repair/Renovation of Ghar Inspection Bungalow.	1.600	12 Months

1. The intended Government Contractors/firms can purchase the separate set of bidding documents on non-refundable payment of **Rs. 3000/-** each upto **30.10.2015** at **12:00 P.M.** The same will be received back on **02.11.2015** at **12:00 P.M** and will be opened on same day at **01:00 P.M** by the opening/evaluation committee constituted for the purpose in the presence of participants or representatives of the contractors/firms.
2. The bidder should submit earnest money at the rate of **Rs. 2% (two)** each against quoted bid price of the work in the shape of call deposit from any scheduled bank of Pakistan in favour of the undersigned and should be attached with biding documents. In absence of requisite call deposit the bid offered by the Contractor/Firm will not be entertained.
3. Contractors/firms should have experience in similar nature of work.
4. The detail of works completed/ongoing on the same nature last five years should be attached.
5. List of works in progress indicating cost of each work and copy of letter of award of work.
6. Documentary evidence of work executed/works in progress and certificate of satisfactory completion of works by the employers.

Cont: P/02

BIDDING DOCUMENT

P/02

7. List of machinery and equipment's available with Contractor/Firm (Prove Ownership with evidence).
8. Bio-data of Engineers and Technical Staff working with the firm.
9. The applicant should be registered with Income Tax Department as well as Sindh Revenue Board and the same NTN and SRB certificates should be attached with the application, otherwise the application will not be entertained. Also copy of CNIC should be attached.
10. Undertaking on affidavit that firm is not involved in any litigation or abandoned any work in the Department.
11. Undertaking on affidavit to the effect that the firm/contractor have not been black listed previously by any executing agency.
12. Undertaking on affidavit that all documents/information provided by the contractor/firm are true and correct.
13. Complete postal address of the Contractor/Firm, Landline Number, Mobile Number & E-mail address.
14. Fresh Bank Certificate alongwith Statement of Bank duly checked by the Charter Accountant last three years.
15. No Conditional bid will be accepted.
16. The procuring agency has reserved the right to reject all or any bid without any reason under the provisions of SPPRA Rules-2010 with amendments issued by the SPPRA time to time.
17. In case of firm consortium list of partnership deed, giving full particulars of Directors/Proprietors or other connected alongwith power of attorney. In case of being sole proprietors such undertaking on affidavit be furnished.

--sd--

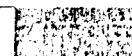
**EXECUTIVE ENGINEER
BARRAGE DIVISION SUKKUR**

Copy forwarded with compliments to:

1. The Managing Director Sindh Public Procurement Regulatory Authority Barrack # 8 Secretariat 4-A Court Road Karachi Tel: 021-99205369 for **hoisting on website**.
2. The Director Information and Public Relation Govt: of Sindh Block - 95 Sindh Secretariat 4B Opposite Sindh Assembly Building Karachi alongwith 07 copies for **publication in the (03) three leading newspapers**.
3. The Director Information Technology Department 1st Floor Building No. 06 Sindh Secretariat Kamal-Ata-Turk Road Karachi for **hoisting on website**.
4. The Chief Engineer Sukkur Barrage Left Bank Region Sukkur for favour of kind information.
5. The Superintending Engineer Khairpur Irrigation Circle Sukkur form favour of kind information.
6. The Executive Engineer (All) for information.
7. The Assistant Executive Engineer (All) for information.
8. Copy for Notice Board.

--sd--

**EXECUTIVE ENGINEER
BARRAGE DIVISION SUKKUR**



BIDDING DOCUMENT

INSTRUCTIONS TO BIDDERS



BIDDING DOCUMENT

INSTRUCTIONS TO BIDDERS

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BIDDING DOCUMENT

A. GENERAL

IB. 1 Scope of Bid & Source of Funds

1.1 Scope of Bid

The Procuring Agency as defined in the Bidding Data (“**Executive Engineer Barrage Division Sukkur**”) wishes to receive Bids for the Works summarized in the Bidding Data (“**Renovation and Construction of Barrage Club & Turfing Lawns and Footpath in Barrage Township Sukkur**”) (Package # 02).

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

1.2 Source of Funds

The Procuring Agency has arranged funds by **Government of Sindh from ADP**, which may be indicated accordingly in bidding data towards the cost of the **Renovation and Construction of Barrage Club & Turfing Lawns and Footpath in Barrage Township Sukkur (A.D.P # 760 ‘2015-16’)**.

IB. 2 Eligible Bidders

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

- a) Duly licensed by the Pakistan Engineering Council (PEC) in the above mentioned appropriate category for value of work.
- b) Contractor should provide the documents quoted under and mentioned in the Notice for Invitation of Bids.
 - i) Contractors/firms should have experience in similar nature of work.
 - ii) The detail of works completed/ongoing on the same nature last five years should be attached.
 - iii) List of works in progress indicating cost of each work and copy of letter of award of work.
 - iv) Documentary evidence of work executed/works in progress and certificate of satisfactory completion of works by the employers.
 - v) List of machinery and equipment’s available with Contractor/Firm (Prove Ownership with evidence).
 - vi) Bio-data of Engineers and Technical Staff working with the firm.
 - vii) The applicant should be registered with Income Tax Department as well as Sindh Revenue Board and the same NTN and SRB certificates should be attached with the application, otherwise the application will not be entertained. Also copy of CNIC should be attached.
 - viii) Undertaking on affidavit that firm is not involved in any litigation or abandoned any work in the Department.
 - ix) Undertaking on affidavit to the effect that the firm/contractor have not been black listed previously by any executing agency.
 - x) Undertaking on affidavit that all documents/information provided by the contractor/firm are true and correct.
 - xi) Fresh Bank Certificate alongwith Statement of Bank duly checked by the Charter Accountant last three years.



BIDDING DOCUMENT

- xii) In case of firm consortium list of partnership deed, giving full particulars of Directors/Proprietors or other connected alongwith power of attorney. In case of being sole proprietors such undertaking on affidavit be furnished.

IB. 3 Cost of Bidding

- 3.1 The bidder shall bear all costs associated with the preparation and submission of its bid and the Procuring Agency will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process (SPP Rules 24 & 25)

B. BIDDING DOCUMENTS

IB. 4 Contents of Bidding Documents

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

1. Instructions to Bidders & Bidding Data
2. Form of Bid, Qualification Information & Schedules to Bid comprise on the following:
 - (i) Schedule A: Schedule of Prices/ Bill of Quantities (BoQ).
 - (ii) Schedule B: Specific Works Data
 - (iii) Schedule C: Works to be Performed by Subcontractors
 - (iv) Schedule D: Proposed Programme of Works
 - (v) Schedule E: Method of Performing Works
 - (vi) Schedule F: Integrity Pact (works costing Rs 10 million and above)
3. Conditions of Contract & Contract Data
4. Standard Forms:
 - (i) Form of Bid Security,
 - (ii) Form of Performance Security;
 - (iii) Form of Contract Agreement;
 - (iv) Form of Bank Guarantee for Advance Payment.
5. Specifications.
6. Drawings.

- 4.2 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 Bid Document will be rejected.

BIDDING DOCUMENT

IB. 5 Clarification of Bidding Documents

- 5.1 A prospective bidder requiring any clarification(s) in respect of the Bidding Documents may notify to this Agency at the address indicated in the Bidding Data.
- 5.2 An interested bidder, who has obtained bidding documents, may request for clarification of contents of bidding documents in writing and procuring agency shall respond to such queries in writing within three calendar days, provided they are received at least five calendar days prior to the date of opening of bid (SPP Rule 23-1).

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

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

C. PREPARATION OF BIDS

IB. 7 Language of Bid

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

IB. 8 Documents Comprising the Bid

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

BIDDING DOCUMENT

IB. 9 Sufficiency of Bid

- 9.1 Each bidder shall satisfy himself before Bidding as to the correctness and sufficiency of his Bid and of the prices quoted/entered in the BoQ, which rates and prices shall except in so far as it is otherwise expressly provided in the Contract, cover all his obligations under the Contract and all matters and things necessary for the proper completion of the works.
- 9.2 The bidder is advised to obtain for himself at his own cost and responsibility all information that may be necessary for preparing the bid and entering into a Contract for execution of the Works.

IB. 10 Bid Prices, Currency of Bid and Payment

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

IB. 11 Documents Establishing Bidder's Eligibility and Qualifications

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

IB. 12 Documents Establishing Works' Conformity to Bidding Documents

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

IB. 13 Bid Security

- 13.1** Each bidder shall furnish, as part of his bid, at the option of the bidder, a Bid Security as 02 percentage of bid price in Pak. Rupees in the form of Deposit at Call issued by a Scheduled Bank in Pakistan in favour of the Procuring Agency (**Executive Engineer Barrage Division Sukkur**).
- 13.2** Any bid not accompanied by an acceptable Bid Security shall be rejected by the Procuring Agency as non-responsive.
- 13.3** The bid securities of unsuccessful bidders will be returned upon award of contract to the successful bidder or on the expiry of validity of Bid Security whichever is earlier.
- 13.4** The Bid Security of the successful bidder will be returned when the bidder has furnished the required Performance Security, and signed the Contract Agreement (SPP Rule 37).
- 13.5 The Bid Security may be forfeited:**
- (a) if a bidder withdraws his bid during the period of bid validity; or
 - (b) if a bidder does not accept the correction of his Bid Price, pursuant to Sub-Clause 16.4 (b) hereof; or
 - (c) in the case of a successful bidder, if he fails within the specified time limit to:
 - (i) Furnish the required Performance Security or
 - (ii) Sign the Contract Agreement.

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

- 14.1** Bids shall remain valid for the period stipulated in the Bidding Data after the date of bid opening.
- 14.2** In exceptional circumstances, Procuring Agency may request the bidders to extend the period of validity for an additional period but not exceeding 1/3 of the original period. The request and the bidders' responses shall be made in writing or by cable. A Bidder may refuse the request without forfeiting the Bid Security. A Bidder agreeing to the request will not be required or permitted to otherwise modify the Bid, but will be required to extend the validity of Bid Security for the period of the extension, and in compliance with IB.13 in all respects (SPP Rule 38).
- 14.3** All Schedules to Bid are to be properly completed and signed.
- 14.4** No alteration is to be made in the Form of Bid except in filling up the blanks as directed. If any alteration be made or if these instructions be not fully complied with, the bid may be rejected.
- 14.5** Each bidder shall prepare Original and number of copies specified in the Bidding Data of the documents comprising the bid as described in IB.8 and clearly



BIDDING DOCUMENT

mark them "ORIGINAL" and "COPY" as appropriate. In the event of discrepancy between them, the original shall prevail.

- 14.6 The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign (in the case of copies, Photostats are also acceptable). This shall be indicated by submitting a written Power of Attorney authorizing the signatory of the bidder to act for and on behalf of the bidder. All pages of the bid shall be initialed and official seal be affixed by the person or persons signing the bid.
- 14.7 The Bid shall be delivered in person or sent by registered mail at the address to Procuring Agency as given in Bidding Data. Bidder shall indicate their full and proper address which notices may be legally served in them and which all correspondence in connection with their bids.

D. SUBMISSION OF BID

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

- 15.1 Bids must be received by the Procuring Agency at **Office of the Executive Engineer Barrage Division Sukkur** not later than **12 hours on 02.11.2015**.
- 15.2 The inner and outer envelopes shall
- (a) be addressed to the Procuring Agency at the address provided in the Bidding Data;
 - (b) bear the name and identification number of the Contract as defined in the Bidding and Contract Data; and
 - (c) provide a warning not to open before the specified time and date for Bid opening as defined in the Bidding Data.
 - (d) in addition to the identification required in 15.2, the inner envelopes shall indicate the name and address of the Bidder to enable the Bid to be returned unopened in case it is declared late.
 - (e) If the outer envelope is not sealed and marked as above, the Procuring Agency will assume no responsibility for the misplacement or premature opening of the Bid.
- 15.3 Bids submitted through telegraph, telex, fax or e-mail shall not be considered.
- 15.4 Any bid received by the Procuring Agency after the deadline for submission prescribed in Bidding Data will be returned unopened to such bidder.
- 15.5 Any bidder may modify or withdraw his bid after bid submission provided that the modification or written notice of withdrawal is received by the Procuring Agency prior to the deadline for submission of bids.
- 15.6 Withdrawal of a bid during the interval between the deadline for submission of bids and the expiration of the period of bid validity specified in the Form of Bid may result in forfeiture of the Bid Security pursuant to IB.13.5 (a).



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E. BID OPENING AND EVALUATION

IB.16 Bid Opening, Clarification and Evaluation (SPP Rules 41, 42 & 43)

16.1 The Procuring committee will open the bids, in the presence of bidders' representatives who choose to attend, at 01:00 pm, on 02.11.2015 in the Office of the Executive Engineer Barrage Division Sukkur.

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

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

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

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

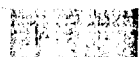
(b) Arithmetical errors will be rectified on the following basis:

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

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

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

16.6 Any minor informality or non-conformity or irregularity in a Bid which does not constitute a material deviation (**major deviation**) may be waived by Procuring Agency, provided such waiver does not prejudice or affect the relative ranking of any other bidders.



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

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

(B) Minor Deviations

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

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

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

16.8 Evaluated Bid Price

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

- (i) Making any correction for arithmetic errors pursuant to IB.16.4 hereof.
- (ii) Discount, if any, offered by the bidders as also read out and recorded at the time of bid opening.



BIDDING DOCUMENT

- (iii) Excluding provisional sums and the provisions for contingencies in the Bill of Quantities if any, but including Day work, where priced competitively.
- (iv) Making an appropriate adjustment for any other acceptable variation or deviations.

16.9 The estimate effect of the price adjustment provisions of the condition of contract, applied over the period of execution of the contract, shall not be taken into account in Bid evaluation.

16.10 If the Bid of 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 analysis 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 is authorized to accept or not accept unbalanced amount against the estimate.

IB.17 Process to be Confidential

17.1 Subject to IB.16.3 heretofore, no bidder shall contact Engineer/Procuring Agency on any matter relating to its Bid from the time of the Bid opening to the time the bid evaluation result is announced by the Procuring Agency. The evaluation result shall be announced at least seven (07) days prior to award of Contract (SPP Rule 45). The announcement to all bidders will include table(s) comprising read out prices discounted prices, price adjustments made, final evaluated prices and recommendations against all the bids evaluated.

17.2 Any effort by a bidder to influence Engineer/Procuring Agency in the Bid evaluation, Bid comparison or Contract Award decisions may result in the rejection of his Bid. Whereas any bidder feeling aggrieved, may lodge a written complaint to Complaint Redressal Committee as per terms and conditions mentioned in SPP Rules 31 & 32. However, mere fact of lodging a complaint shall not warrant suspension of procurement process.

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

- (i) "Coercive 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, indirectly or directly, 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



BIDDING DOCUMENT

mislead, a party to obtain a financial or other benefit or to avoid an obligation;

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

F. AWARD OF CONTRACT

IB. 18. Post Qualification

- 18.1 The Procuring Agency, at any stage of the bid evaluation, having credible reasons for or prima facie evidence of any defect in contractor's capacities, may require the contractors to provide information concerning their professional, technical, financial, legal or managerial competence whether already pre-qualified or not:

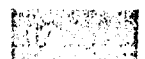
Provided, that such qualification shall only be laid down after recording reasons therefore in writing. They shall form part of the records of that bid evaluation report.

- 18.2 The determination will take into account the bidder's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the bidders' qualifications submitted under B.11, as well as such other information required in the Bidding Documents.

IB. 19 Award Criteria & Procuring Agency's Right

- 19.1 Subject to IB.19.2, the Procuring Agency will award the Contract to the bidder whose bid has been determined to be substantially responsive to the Bidding Documents and who has offered the lowest evaluated Bid Price, provided that such bidder has been determined to be qualified to satisfactory perform the Contract in accordance with the provisions of the IB.18.

- 19.2 Notwithstanding IB.19.1, the Procuring Agency reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of Contract, without thereby incurring any liability to the affected bidders or any obligation to inform the affected bidders of the grounds for the Procuring Agency's action except that the grounds for its rejection of all bids shall upon request be communicated, to any bidder who submitted a bid, without justification of the grounds. Notice of the rejection of all the bids shall be given promptly to all the bidders (SPP Rule 25).



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IB. 20 Notification of Award & Signing of Contract Agreement

- 20.1** Prior to expiration of the period of bid validity prescribed by the Procuring Agency, the Procuring Agency will notify the successful bidder in writing ("Letter of Acceptance") that his bid has been accepted (SPP Rule 49).
- 20.2** Within seven (07) days from the date of furnishing of acceptable Performance Security under the Conditions of Contract, the Procuring Agency will send the successful bidder the Form of Contract Agreement provided in the Bidding Documents, incorporating all agreements between the parties.
- 20.3** The formal Agreement between the Procuring Agency and the successful bidder duly stamped at rate of **0.30%** of bid price (updated from time to time) stated in Letter of Acceptance shall be executed within seven (07) days of the receipt of Form of Contract Agreement by the successful bidder from the Procuring Agency.

IB. 21 Performance Security

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

IB. 22 Integrity Pact

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



BIDDING DOCUMENT

BIDDING DATA



BIDDING DOCUMENT

BIDDING DATA

Instructions of Bidders

Clause Reference

- 1.1 Name of Procuring Agency **Executive Engineer Barrage Division Sukkur**
- Brief Description of Work **Renovation and Construction of Barrage Club & Turfing Lawns and Footpath in Barrage Township Sukkur (Package # 2).**
- 5.1 (a) Procuring Agency's address **Office of the Executive Engineer Barrage Division Sukkur Tel. 071-5612432 Fax. 071-5805284**
- (b) Engineer's address **Syed Fayyaz Hussain Shah Executive Engineer Barrage Division Sukkur Tel. 071-5612432 Fax. 071-5805284**
- 10.3 Bid shall be quoted entirely in Pak. Rupees. The payment shall be made in Pak. Rupees.
- 11.2 The bidder has the financial, technical and constructional capability necessary to perform the Contract as follows:
i. Financial capacity:
ii. Technical capacity:
iii. Construction Capacity:
- 12.1 (a) A detailed description of the Works, essential technical and performance characteristics.
- (b) Complete set of technical information, description data, literature and drawings as required in accordance with Schedule B to Bid, Specific Works Data. This will include but not be limited to a sufficient number of drawings, photographs, catalogues, illustrations and such other information as is necessary to illustrate clearly the significant characteristics such as general construction dimensions and other relevant information about the works to be performed.
- 13.1 Amount of Bid Security **02% of Bid Price.**
- 14.1 Period of Bid Validity **60 Days**
- 14.4 Number of Copies of the Bid to be submitted: **One Original plus One copy.**
- 14.6 (a) Procuring Agency's Address for the Purpose of Bid Submission **Office of the Executive Engineer Barrage Division Sukkur**

BIDDING DOCUMENT

15.1 Deadline for Submission of Bids Time 12 hours on 02.11.2015

16.1 Venue, Time, and Date of Bid Opening

Venue:	Office of the Executive Engineer Barrage Division Sukkur
Time	01 pm
Date	02.11.2015

16.4 Responsiveness of Bids

(i) Bid is valid till required period,

(ii) Bid prices are firm during currency of contract/Price adjustment;

(a) Fixed Price contract: In these contracts no escalation will be provided during currency of the contract and normally period of completion of these works is upto 12 months.

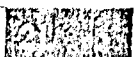
(b) Price adjustment contract: In these contracts escalation will be paid only on those items and in the manner as notified by Finance Department, Government of Sindh, after bid opening during currency of the contract.

iii) Completion period offered is within specified limits.

iv) Bidder is eligible to Bid and possesses the requisite experience, capability and qualification.

v) Bid does not deviate from basic technical requirements and

vi) Bids are generally in order, etc.



BIDDING DOCUMENT

FORM OF BID



BIDDING DOCUMENT

FORM OF BID

Bid Reference No. : - Renovation and Construction of Barrage Club & Turfing Lawns and Footpath in Barrage Township Sukkur (PACKAGE # 2)

To,

EXECUTIVE ENGINEER,
BARRAGE DIVISION SUKKUR.

Gentlemen,

1. Having examined the Bidding Documents including Instructions to Bidders, Bidding Data, Conditions of Contract, Contract Data, Specifications, Drawings, if any, Schedule of Prices and Addenda Nos. _____ for the execution of the above-named works, we, the undersigned, being a company doing business under the name of and address _____ and being duly incorporated under the laws of Pakistan hereby offer to execute and complete such works and remedy any defects therein in conformity with the said Documents including Addenda thereto for the Total Bid Price of Rs _____ (Rupees _____) or such other sum as may be ascertained in accordance with the said Documents.
2. We understand that all the Schedules attached hereto form part of this Bid.
3. As security for due performance of the undertakings and obligations of this Bid, we submit herewith a Bid Security in the amount of _____ drawn in your favour or made payable to you and valid for a period of twenty eight (28) days beyond the period of validity of Bid.
4. We undertake, if our Bid is accepted, to commence the Works and to deliver and complete the Works comprised in the Contract within the time(s) stated in Contract Data.
5. We agree to abide by this Bid for the period of _____ days from the date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
6. Unless and until a formal Agreement is prepared and executed, this Bid, together with your written acceptance thereof, shall constitute a binding contract between us.
7. We undertake, if our Bid is accepted, to execute the Performance Security referred to in Conditions of Contract for the due performance of the Contract.
8. We understand that you are not bound to accept the lowest or any bid you may receive.
9. We do hereby declare that the Bid is made without any collusion, comparison of figures or arrangement with any other person or persons making a bid for the Works.



BIDDING DOCUMENT

Dated this _____ day of _____, 20

Signature _____

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

(Name of Bidder in Block Capitals)

(Seal)

Address

Witness:

(Signature) _____

Name: _____

Address: _____

SCHEDULES TO BID INCLUDE THE FOLLOWING:

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



BIDDING DOCUMENT

SCHEDULE – A TO BID

SCHEDULE OF PRICES – SUMMARY OF BID PRICES

Bill No.	Description	Total Amount (Rs.)
1.	Renovation & Construction of Barrage Club Compound Wall in Barrage Township Sukkur. (Package # 2)	
2.	Renovation & Construction of Community Hall in Barrage Township Sukkur. (Package # 2)	
3.	Turfing Lawns in Barrage Township Sukkur. (Package # 2)	
	TOTAL BID PRICE: -	



BIDDING DOCUMENT

SCHEDULE – A TO BID

SCHEDULE OF PRICES

**Bill No. 1 RENOVATION & CONSTRUCTION OF BARRAGE CLUB
COMPOUND WALL IN BARRAGE TOWNSHIP SUKKUR.
(PACKAGE # 2).**

Item No.	Description	Quantity	Unit	Rate	Total Amount
01.	Dismantling brick work in lime or cement mortar (P-10)(Item-13).	11300	% Sft	1285.63	145276
02.	Excavation in founding of building bridges and other structure including dag belling dressing, rifling around structure with excavated earth watering and ramming lead up to 5ft. (b) in ordinary Soil (P-4 / I-18)	6971	%o Cft	3176.25	22142
03.	Cement concrete or stone ballast 1½” to 2” guage (1:4:8). (P-14 / I-4b)	22103	% Cft	9416.28	2081280
04.	Random rubble masonry (un coursed) ratio (1:6) (P-26) (item-1 iv)	6875	% cft	17723	1218456
05.	Cement concrete plain including placing compacting finishing and curing complete (Including screening) and washing at store aggregate without shuttering ratio (1:2:4).	20000	% Cft	14429.25	2885850
06.	Coursed rubble massonary including hammer dressing (1:6).(P-26/I-2 iv)	4400	% cft	25321	1114124
07.	Fabrication of mild steel reinforcement for cement concert including cutting bending lying in position making joints and fastening including cost of binding wire (also includes removal of rust from bars) using tor bars (P-16 / I-8b)	45.475	P. Cwt	5001.70	227452
08.	Reinforced cement concrete work including all labor and material except the cost of steel reinforcement and its labor for bending and binding which will be paid separtily this rate also including all kinds of forms moulds lifting shuttering curing rendering and finishing the exposed surface (including screening and washing of shingle. (a) R.C work in roof slab beams eolums rafts lintds and other structure numbers laid in situ or pre cost laid in position complete in all respects. (1) Ratio (1:2:4) 90 Lbs cement 2 cft sand 4 cft shingle 1/8” to ¼” gauge. (P-15 / I-6)	1805	P. Cft	337	608285
09.	Erection & removal of centering for RCC or plain cement conerete work of Deodar Wood (2 nd Class). (P-17/I-19a)	309	% Sft	7693.13	23772



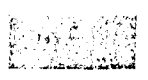
BIDDING DOCUMENT

Item No.	Description	Quantity	Unit	Rate	Total Amount
10.	Supplying and fixing special heaving type steel doors for look UPS with in angle iron frame of 2"½" to 2"½"x 3/8" size and shutter of 2"x2"x3/5" with 1" dia meter M.S bars placed a 4" center to under with aseparate locking box heaving size of 12"x12" of M steel embedded in massonray with proper locking arrangement cost of erection of steel gate and fixing in massonary walls in cement conceert (1:2:4) etc, complete as per instruction of engineer incharge.(P-92 / I-27)	112	P. Sft	930.76	104245
11.	White glazed tiles ¼" thick dado jointed in white cement and laid over 1:2 cement sand mortar ¾" thick including finishing. (P- 44/ I-37)	210	% Sqt	28253.61	59333
12.	Pacea brick work in other than building in cement sand mortar 1:4 (P-21 / I-7c).	11737	% cft	12899.70	1514038
13.	Cement plaster (1:4) up to 12' height (a) ¾" thick (P-51) (item11)	9900	% sft	3015.76	298560
14.	Cement Plaster 1:3 ¾" (P-51 / I-10e)	332	% Sft	2795.30	9280
15.	Cement plaster (1:2) up 12ft height ¾" thick (P-51) (item9e).	10232	% sqt	3056.62	312753
16.	Cement pointing struck joints on wall ratio (1:2) (P-52) (item 19 a)	10232	% sqt	1287.44	131731
17.	White wash or color wash 3 Coat (P-53) (item26c).	10232	% sqt	829.95	84920
18.	Barrow pit excavation undressed lead up to 100ft. (P-1 / I-3a)	160000	%o cft	2117.50	338800
19.	Carriage of 100 cft 5 tons all material like stone aggregate, spawl, coal, lime, surki etc. B.G rail fastening points and crossing bridge, girders pipes, sheet rail M.S bars all or 1000 Nos. bricks 10"x5"x3" or 1000 Nos. tiles 12"x6"x2: or 150 cft or timber or 100 maurds of fuel wood by trucks way other means by the contractor. 6 mile (Schedule Rate)	160000	% cft	771.96	1235136
20.	Dressing and Leveling of Earth Work Ordinary Soil (P - 3 / I - 11 b).	160000	%o Cft	187.55	30008
21.	Providing & fixing angle iron vertical plats for barbed wire fencing of size 2"x2"x1/4" embedded in RCC / Masonry pillars i/e making cuts / holders @ 12" i/e fixing in pillars by chiseling and filling the with cement sand mortar , saprining & finishing the surface. (P-94 I-8).	330	P. Rft	169.18	55829
22.	Providing & fixing barbed wire fencing with 12 guage 4 points @ 6" apart barbed wire i/e straightening & fixing inangle iron vertical posts. (P-95 I-9).	3300	P. Rft	8.38	27654



BIDDING DOCUMENT

Item No.	Description	Quantity	Unit	Rate	Total Amount
23.	Providing & fixing of MS tabular pole as following specification to be fixed on pre-cast foundation with the help of hydraulic crane & manual labour. 20ft. (6" dia) x5.5 ft. (5" dia) 5.5 ft. (4" dia) = 31ft wall thickness 8 SWG base plate 18" x18"x3/4" hole 4 No's stiffeners 4 Nos. 9 1/2" x4x1/2" making window in the pole require size with LN key provision two coat red oxide (2 coat) as rust preventive & of required oil paint (2 coat) as per site requirement & instruction of EI. (P-16 / I-132).	4	Each	36697	146788
24.	Providing & fixing of flood light 400 watts (Son) having IP65 classification with 400w lamp, choke, capacitor igniter & Internal wiring complete in all respect at the height up to 40ft with the help hydraulic crane and manual labour as per site requirement and instruction of EI (P-26 / I-166).	4	Each	17585	70340
SUB-TOTAL: -					1,27,46,052
Percentage Quoted % Above/Below on the Prices of Items Based On Composite Schedule of Rates Rs.					
TOTAL: -					
(Rupees _____)					



BIDDING DOCUMENT

SCHEDULE – A TO BID

SCHEDULE OF PRICES

**Bill No. 2 RENOVATION & CONSTRUCTION OF COMMUNITY HALL
IN BARRAGE TOWNSHIP SUKKUR. (PACKAGE # 2).**

Item No.	Description	Quantity	Unit	Rate	Total Amount
01.	Dismantling brick work in lime or cement mortar (P-10)(Item-13).	316.4	% Sft	1030.98	3262
02.	Excavation in founding of building bridges and other structure including dag belling dressing, rifling around structure with excareted earth watering and ramming lead up to cft (P-4 / 1-18b)	825	%o Cft	3176.25	2620
03.	Cement concrete or stone ballast 1½" to 2" guage (1:4:8). (P-14 / 1-4 b)	1923	% Cft	9416.28	181075
04.	Random rubble masonry (un coursed) ratio (1:6) (P-26) (item i d iv)	368	% cft	17723	65221
05.	Coursed rubble massonary including hammer dressing (1:6). (P- 26/ 1-2d iv)	276	% cft	25321	69886
06.	Fabrication of mild steel reinforcement for cement concert including cutting bending lying in position making joints and fastening including cost of binding wire (also includes removal of rust from bars) using tor bars (P-16 /1-8 b)	8.788	P. Cwt	5001.70	43955
07.	Reinforced cement concrete work including all labor and material except the cost of steel reinforcement and its labor for bending and binding which will be paid partily this rate also including all kinds of forms moulds lifting shuttering curing rendering and finishing the exposed surface (including screening and washing of shingle. (a) R.C work in roof slab beams columns rafts lintds and other structure numbers laid in situ or pre cost laid in position complete in all respects. (1) Ratio (1:2:4) 90 Lbs cement 2 cft sand 4 cft shingle 1/8" to ¼" gauge. (P-15 / 1-6)	332.25	P. Cft	337	111968
08.	Pacca Brick work foundation in plinth in. © Cement sand mortar (1:6) (P-20 / 1-4 c)	1792	% Cft	11948.36	214115
09.	First class tiles roofing consisting of 4" earth and 1" mud plaster with goobri luping over 1½" thick cement plaster 1:6 with 34 cbs of hot betumem coating sand blineded provided over 2 layer of tiles 12"x6"x1" ¼" laid in 1:6 cement mortar with ½" thick sand wiched layer of 1:6 cement mortar including 1:2 cement pointing under side of tiles complete including curring etc (P-32) (item-1)	576	% Sft	11443.10	65912
10.	Girder in Quality (Schedule of Material)	19.929	P. Cwt	3850	76727

BIDDING DOCUMENT

Item No.	Description	Quantity	Unit	Rate	Total Amount
11.	Angle Iron T-Iron Strips Grating CI Mould Items and Rolls (Schedule of Material)	16.05	P. Cwt	3575	57379
12.	Providing and laying single per layer of polythene sheet 0.13mm thick or water proofing as per specification instructions of engineer incharge. (P-37/38)	576	P. Sft	10.70	6163
13.	Rain water down pipe cost iron lead fixed in place i/c cost of clamp hold fast and panling. (P-36) (Item-23).	12 Nos.	Each	876.39	10517
14.	Cement concrete plain including placing compacting finishing and curing complete (Including screening) and washing at store aggregate without shuttering ratio (1:2:4).(P-15 / I-5f)	1638	% Cft	14429.25	236351
15.	Providing and fixing in position door and windows and ventilator for first class deodar wood frames 1 1/2" thick and teak wood ply Shutters of first class deodar wood skelton (Solid) Stiled and ply wood stiled and rails core of Partal wood and teak ply wood (3 Ply) on both sides including hold fasts hinges al-drops Iron Tower Bolts handles Cleats with Cord etc. Complete. (P-63 / I-51)	457	P. Sft	1245.96	257282
16.	Cement Plaster 1:3 upto 12ft height 3/4" (P-51 / I-10 c)	3019	% Sft	2795.30	84390
17.	Cement plaster (1:2) up 12ft height 3/4" thick (P-51) (item9c).	3019	% Sft	3056.62	92279
18.	White wash or color wash (P-53) (item26 b).	3019	% Sft	425.84	12856
19.	Distemper 3 coat (P-53 / I-24 c)	3019	% Sft	1043.90	31515
20.	Barrow pit excavation un-dressed lead up to 100ft (a) Ordinary soil. (P-1 / I-3a)	90000	%o Cft	2117.50	190575
21.	Carriage of 100cft / 5tons of all material like stone aggregate spool coal lime surkhi etc. B.G rail fasting point and crossing bridge, girders pipes, steel rails. M.S bars all or 1000 Nos. bricks 12"x6"x2" or 150cft of timber or 100 munds of fuel wood by trucks or any other means by contractor 6 mile.	90000	% Cft	771.96	694764
SANITARY ITEM					
22.	Excavation for pipe line in trenches and fits in soft soils i/c trimming and dressing sides slope.(P-60 / I-11)	800	%o Cft	3600	28800
23.	Laying R.C.C pipes and collers of class "C" and fixing in trench i/c cutting fitting and jointing with maxphalt composition and cement mortar 1:1 i/c testing with water to a head of 45 miles of 150 ft 9" dia.(P-16 / I-13a) PHEI)	200	P. Rft	330	66000
24.	Construction main hole or inspection chemmber for the required dia meter of circular sewer and 3'.6" depth with wall of B. in cement. (P-46/I-1) PHEI).	8	Each	14748	117984

BIDDING DOCUMENT

Item No.	Description	Quantity	Unit	Rate	Total Amount
25.	Providing and fixing squatting type white glazed earthen ware w.c pan with including the cost of flushing cistern with internal fitting and flush Pipe with bend & making requisite number of holes in walls plinth & floor for pipe connections & making good in cement concrete 1:2:4. A W.C pan of not less than 23" clear opening between flushing rims and 3 gallons flushing tank with 4" dia C.I. trape.	2	Each	5044.60	10089
26.	Providing & fixing flat back lipped from urinal basin (of not less than 17" in height) of white glazed earthen ware complete with and 1/2 the cost of 1 gallon C.I automatic flushing cistern with fittings, a pot cock C.I or W.I. brackets standard flush Pipe with fitting standard waste pipe (enamelled iron) connection complete and making requisite number of holes in walls plinth & floor for Pipe connection & making good in cement concrete 1 : 2 : 4. (Standard Pattern.)(P-2 / I-6)	2	Each.	3890.70	7781
27.	Providing & fixing 24" x 18" lavatory basin in white glazed earthen ware complete with & 1/2 the cost of W.I or C.I cantilever brackets 6 inches built into walls, painted white in two coats after a primary coat of red lead paint a pair of 1/2" dia rubber plug & chrome plated brass chain 1-1/4" dia, malleable iron or brass unions and making requisite number of holes in walls , plinth & floor for Pipe connections and making good in cement concrete 1: 2: 4 (Foreign or Equivalent).(P-3/I-10)	2	Each.	4928	9856
28.	Providing G.I Pipes, specials, and clamps etc, including fixing cutting & fitting complete with and 1/2 the cost of breaking thorough walls and roof, making good etc. painting two coats after cleaning the Pipe etc. with white zink paint with pigment to match the colour of the building and testing with water to a pressure head of 200 feet and handling.(P-12 / I-1)				
	3/4"	100	P. Rft	95.79	9579
	1"	100	P. Rft	128.55	12855
29.	Providing & fixing full way gun metal valves with wheels, threaded or flanged ends with rubber washing. (P-17 / I-4a)				
	1/2"	4	Each	134.42	538
	3/4"	4	Each	197.12	788
30.	Supplying/Fixing wash basen mixture of superior quality with c.p head 1/2" dia.(P-19/I-14b)	2	Each	3179	6358
31.	Superior Quality wash basen 24"x18" (P-12)	2	Each	2510	5020
32.	Supplying and fixing in position brass bib cock. (P-16 / I-1 Water Supply)				

BIDDING DOCUMENT

Item No.	Description	Quantity	Unit	Rate	Total Amount
	½" dia	2	Each	299.42	599
	¾" dia	2	Each	337.92	676
33.	Supplying and fixing bath room accessories (Set 7 pieces).(P-19) Water Supply	2	Each	10322.40	20645
34.	Supplying & fixing fibre glass tank of approved quality and design and wall thickness as specified i/c cost of nuts, bolts and fixing in platform of cement concrete 1:3:6 and making connections for in let & out let & over flow pipes etc complete. (P-21 / I-3 c).	1	Each	37505.42	37505.42
35.	Boring for water pump boring soil for ground level upto 100ft. or 30.5 meter depth including i/c siking with drawing of Kacing pipe (B) 100mm (4") dia (P-41 / I-1 b) P.H.E.D	160	P. Rft	242	38720
36.	Supplying & Installing PVC Strainers 'B' class of approved design quality and make i/c necessary sockets etc complete. (B) 100mm 4" dia (P-43 / I-9 b) P.H.E.D	90	P. Rft	209.95	18895.5
37.	Supplying & installing PVC blind pipe B Class of approve design quality & make i/c necessary sockets etc complete (B) 100mm 4" dia(P-44 / I-12b) P.H.E.D	110	P. Rft	179.10	19701
38.	Providing & laying (main or sub-main) PVC insulated with size with size 3/029 copper conductor in ¾" dia. (P-2/I-8).	270	P. Meter	121	32670
39.	Providing and laying (main or sub-main) PVC insulated with size 2-7/064 (16mm ²) copper conductor in 1" dia PVC condicll on senfaca. (P-1/I-7).	180	P. Meter	605	108900
40.	Providing and laying (Main or Sub-main) PVC insulated with size 2-7/029 copper condition in ¾" dia PVC conduct on senfaca.	270	P. Meter	171	46170
41.	Providing fixing channel polties are required as per of engineer including. (P-43/I-1).				
	¾"	100	P. 2Rft	34	1700
	1"	100	P. 3Rft	40	1333
42.	Providing and fixing brass ceiling fan 56" (good quilting). (P-34/I-235).	6	Each	3185	19110
43.	Providing & fixing Brass Bracket fan 18" (Good Quantity). (P-34 / I-236).	6	Each	2791	16746
44.	Providing and fixing one way 5P 5amp switch surface type. (P-33/I-216).	6	Each	34	204
45.	Providing and fixing two pin 5 amp plug socket. (P-33/I-222).	6	Each	60	360
46.	Providing and fixing two way 5P 5amp switch flush type. (P-33/I-220).	4	Each	80	320
47.	Providing and fixing brass battern holder. (P 33/I-232).	40	Each	72	2880
48.	Providing and fixing circuit breaker 6,10,15,20,30,40,50 and 63 SP (FB55) on prepared board as required. (P-31/I-203).				

BIDDING DOCUMENT

Item No.	Description	Quantity	Unit	Rate	Total Amount
	10AMP	2	Each	916	1832
	20 AMP	2	Each	916	1832
49.	Providing and fixing DP i/c change over switch 500 volts 100 amp on a prepared board. (P-30/I-197).	1	Each	7612	7612
50.	Providing and fixing of street light 125 watts (HPMV) haring. (P-25/I-159).	2	Each	6365	12730
51.	Donkey pump with (1 H.P) 3 Star motor	1	Each	26000	26000
SUB-TOTAL: -					35,13,722
Percentage Quoted % Above/Below on the Prices of Items Based On Composite Schedule of Rates Rs.					
TOTAL: -					
(Rupees _____)					



BIDDING DOCUMENT

SCHEDULE – A TO BID

SCHEDULE OF PRICES

Bill No. 3 TURFING LAWNS IN BARRAGE TOWNSHIP SUKKUR. (PACKAGE # 2).

Item No.	Description	Quantity	Unit	Rate	Total Amount
01.	Earth work excavation in irrigation channels, drains etc, dressed to designed section grades and profiles excavated material disposed off and dressed within 50 ft. lead. (P-1 / I-5) (a) Ordinary Soil	600000	%o Cft	2420	1452000
02.	Rehandling of earth work (b) Upto a lead of 50 ft. (P-2 / I-9 b).	600000	%o Cft	714.29	428574
03.	Extra for Lead 5 miles. (P-2 / I-8 a)	600000	%o Cft	1058.75	635250
04.	Filling watering and ramming earth under floor with new earth (Excavated from outside) lead upto one chain and lift upto 5 feet. (P-4 / I-22).	300000	%o Cft	3630	1089000
05.	Extra lead upto 5 miles.	300000	% Cft	714.29	214287
06.	Barrow pit excavation undressed lead up to 100ft	300000	%o cft	2117/50	635250
07.	Extra lead upto 5 miles.	300000	% Cft	714.29	214287
08.	Turfing Lawns (Excluding Cost of Turf) (p-102 / I-43)	200000	% Sft	272.25	544500
09.	Providing & fixing precast edge block 3750 psi industrial made size 6 inches thick x12 inches long x12 inches high including the cost of cartage. Excavation from work for haunching 1450 psi lean concrete 2250 psi concrete for haunching 1:4 cement sand mortar (P-16/ I-14) highway schedule.	10000	P. Rft	297.01	2970103
10.	Cement concrete or stone ballast 1½" to 2" guage (1:4:8).	5000	% Cft	9416.28	470814
11.	Cement concrete or stone ballast 1½" to 2" guage (1:3:6).	5000	% Cft	10770.93	538517
	Tree Guard				
12.	Cement Concrete brick or stone ballast 1 ½" to 2" guage, Ratio (1:4:8) (P-14 I-4 b)	1800	% Sft	9416.28	169493
13.	Pacca Brick work other than building including striking of joints upto 20ft. height in: Cement sand mortar (P-21 / I-7 I e) (P-21 / I-7 I e).	2914	% Cft	12346.65	359761
14.	Providing and fixing ornamental cement jalli 2" thick (1 : 2 : 4) without steel.	10400	P. Sft	226.02	2350608
15.	Cement Plaster 1:6 upto 12' height (b) ½" thick (P-51 / I-13 b)	19054	% Cft	2206.60	420446
16.	Cement Plaster 1:4 upto 12' height (a) ½" thick (P-51 / I-11 a)	19054	% Sft	2197.52	418715

P-11

BIDDING DOCUMENT

Item No.	Description	Quantity	Unit	Rate	Total Amount
17.	Preparing the surface and painting with weather coat 1/c rubbing the surface with rubbing brick / sand Paper, filling the voids with chalk/ plaster of Paris and then painting with weather coat of approved make.	19054	% Sft	2567.60	489231
SUB-TOTAL: -					1,34,00,886
Percentage Quoted % Above/Below on the Prices of Items Based On Composite Schedule of Rates Rs.					
TOTAL: -					
(Rupees _____)					



BIDDING DOCUMENT

SCHEDULE - B TO BID

SPECIFIC WORKS DATA

WORKS TO BE PERFORMED BY SUBCONTRACTORS

Not applicable,
the bidder will do all work with his own forces.



BIDDING DOCUMENT

SCHEDULE – D TO BID

PROPOSED PROGRAMME OF WORKS

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



BIDDING DOCUMENT

SCHEDULE – E TO BID

METHOD OF PERFORMING WORKS

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

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



BIDDING DOCUMENT

CONDITIONS OF CONTRACT



BIDDING DOCUMENT

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CONDITIONS OF CONTRACT

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BIDDING DOCUMENT

CONDITIONS OF CONTRACT

1. GENERAL PROVISIONS

1.1 Definitions

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

The Contract

1.1.11 “**Contract**” means the Contract Agreement and the other documents listed in the Contract Data.

1.1.2 “**Specifications**” means the document as listed in the Contract Data, including Procuring Agency’s requirements in respect of design to be carried out by the Contractor (if any), and any Variation to such document.

1.1.3 “**Drawings**” means the Procuring Agency’s drawings of the Works as listed in the Contract Data, and any Variation to such drawings.

Persons

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

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

1.1.6 “**Party**” means either the Procuring Agency or the Contractor.

Dates, Times and Periods

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

1.1.8 “**Day**” means a calendar day

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

Money and Payments

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



BIDDING DOCUMENT

Other Definitions

- 1.1.11 **“Contractor’s Equipment”** means all machinery, apparatus and other things required for the execution of the Works but does not include Materials or Plant intended to form part of the Works.
- 1.1.12 **“Country”** means the Islamic Republic of Pakistan.
- 1.1.13 **“Procuring Agency’s Risks”** means those matters listed in Sub-Clause 6.1.
- 1.1.14 **“Force Majeure”** means an event or circumstance which makes performance of a Party’s obligations illegal or impracticable and which is beyond that Party’s reasonable control.
- 1.1.15 **“Materials”** means things of all kinds (other than Plant) to be supplied and incorporated in the Works by the Contractor.
- 1.1.16 **“Plant”** means the machinery and apparatus intended to form or forming part of the Works.
- 1.1.17 **“Site”** means the places provided by the Procuring Agency where the Works are to be executed, and any other places specified in the Contract as forming part of the Site.
- 1.1.18 **“Variation”** means a change which is instructed by the Engineer/Procuring Agency under Sub-Clause 10.1.
- 1.1.19 **“Works”** means any or all the works whether Supply, Installation, Construction etc. and design (if any) to be performed by the Contractor including temporary works and any variation thereof.
- 1.1.20 **“Engineer”** means the person notified by the Procuring Agency to act as Engineer for the purpose of the Contract and named as such in Contract Data.

1.2 Interpretation

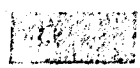
Words importing persons or parties shall include firms and organizations. Words importing singular or one gender shall include plural or the other gender where the context requires.

1.3 Priority of Documents

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

1.4 Law

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



BIDDING DOCUMENT

1.5 Communications

All Communications related to the Contract shall be in English language.

1.6 Statutory Obligations

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

2. THE PROCURING AGENCY

2.1 Provision of Site

The Procuring Agency shall provide the site and right of access thereto at the times stated in the Contract Data.

Site Investigation Reports are those that were included in the bidding documents and are factual and interpretative reports about the surface and subsurface conditions at the Site.

2.2 Permits etc.

The Procuring Agency shall, if requested by the Contractor, assist him in applying for permits, licenses or approvals which are required for the Works.

2.3 Engineer's/Procuring Agency's Instructions

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

2.4 Approvals

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

3. ENGINEER'S/PROCURING AGENCY'S REPRESENTATIVES

3.1 Authorized Person

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

Assistant Executive Engineer will act on behalf of Executive Engineer/Procuring Agency.



BIDDING DOCUMENT

3.2 Engineer's/Procuring Agency's Representative

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

4. THE CONTRACTOR

4.1 General Obligations

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

4.2 Contractor's Representative

The Contractor shall appoint a representative at site on full time basis to supervise the execution of work and to receive instructions on behalf of the Contractor but only after obtaining the consent of the Procuring Agency for such appointment which consent shall not be withheld without plausible reason(s) by the Procuring Agency. Such authorized representative may be substituted/replaced by the Contractor at any time during the Contract Period but only after obtaining the consent of the Procuring Agency as aforesaid.

4.3 Subcontracting

The Contractor shall not subcontract the whole of the works. The Contractor shall not subcontract any part of the works without the consent of the Procuring Agency.

4.4 Performance Security

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

5. DESIGN BY CONTRACTOR

5.1 Contractor's Design

The Contractor shall carry out design to the extent specified, as referred to in the Contract Data. The Contractor shall promptly submit to the Engineer/Procuring Agency all designs prepared by him, within fourteen (14) days of receipt the Engineer/Procuring Agency shall notify any comments or, if the design submitted is not in accordance with the Contract, shall reject it stating the reasons.

Contractor shall not construct any element of the works designed by him within fourteen (14) days after the design has been submitted to the Engineer/Procuring Agency or which has been rejected. Design that has been rejected shall be promptly amended and resubmitted. The Contractor shall resubmit all designs commented on taking these comments into account as necessary.



5.2 Responsibility for Design

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

6. PROCURING AGENCY'S RISKS

6.1 The Procuring Agency's Risks

The Procuring Agency's Risks are:-

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

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7. TIME FOR COMPLETION

7.1 Execution of the Works

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

7.2 Programme

Within the time stated in the Contract Data, the Contractor shall submit to the Engineer/Procuring Agency a programme for the Works in the form stated in the Contract Data.

7.3 Extension of Time

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

7.4 Late Completion

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

8. TAKING-OVER

8.1 Completion

The Contractor may notify the Engineer/Procuring Agency when he considers that the Works are complete.

8.2 Taking-Over Notice

Within fourteen (14) days of the receipt of the said notice of completion from the Contractor the Procuring Agency/Engineer shall either takeover the completed works and issue a Certificate of Completion to that effect or shall notify the Contractor his reasons for not taking-over the works. While issuing the Certificate of Completion as aforesaid, the Procuring Agency/Engineer may identify any outstanding items of work which the Contractor shall undertake during the Maintenance Period.



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9. REMEDYING DEFECTS

9.1 Remediating Defects

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

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

9.2 Uncovering and Testing

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

10. VARIATIONS AND CLAIMS

10.1 Right to Vary

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

10.2 Valuation of Variations

Variations shall be valued as follows:

- a) At a lump sum price agreed between the Parties, or
- b) Where appropriate, at rates in the Contract, or
- c) In the absence of appropriate rates, the rates in the Contract shall be used as the basis for valuation, or failing which
- d) At appropriate new rates, as may be agreed or which the Engineer/Procuring Agency considers appropriate, or
- e) If the Engineer/Procuring Agency so instructs, at day work rates set out in the Contract Data for which the Contractor shall keep records of hours of labour and Contractor's Equipment, and of Materials, used.



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10.3 Changes in the Quantities.

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

10.4 Early Warning

The Contractor shall notify the Engineer/Procuring Agency in writing as soon as he is aware of any circumstance which may delay or disrupt the Works, **No will be made.**

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

10.5 Valuation of Claims

If the Contractor incurs Cost as a result of any of the Procuring Agency's Risks, the Contractor shall not be entitled to the amount of such Cost. If as a result of any Procuring Agency's Risk, it is necessary to change the Works, this shall be dealt with as a no Variation subject to Contractor's notification for intention of claim to the Engineer/Procuring Agency.

10.6 Variation and Claim Procedure

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

11. CONTRACT PRICE AND PAYMENT

11.1 (a) Terms of Payments

The amount due to the Contractor under any Interim Payment Certificate issued by the Engineer pursuant to this Clause, or to any other terms of the Contract, shall, subject to Clause 11.3, be paid by the Procuring.

Agency to the Contractor within 30 days after such Interim Payment Certificate has been jointly verified by Procuring Agency and Contractor, or, in the case of the

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Final Certificate referred to in Sub Clause 11.5, within 60 days after such Final Payment Certificate has been jointly verified by Procuring Agency and Contractor; the payment shall be made to contractor subject to availability of funds.

(b) Valuation of the Works

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

11.2 Monthly Statements

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

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

The Contractor shall submit each month to the Engineer/Procuring Agency a statement showing the amounts to which he considers himself entitled.

Note (Payment would be subject to the provision of funds)

11.3 Interim Payments

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

Note (Payment would be subject to the provision of funds)

11.4 Retention

Retention money shall be paid by the Procuring Agency to the Contractor within Ninety (90) days after either the expiry of the period stated in the Contract Data, or the remedying of notified defects, or the completion of outstanding work, all as referred to in Sub-Clause 9.1, whichever is the later.

11.5 Final Payment

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

On availability of funds receipt of the verified final account from the Assistant Executive, the Procuring Agency shall pay to the Contractor any amount due to the Contractor. While making such payment the Procuring Agency may, for reasons to be given to the Contractor in writing, withhold any part or parts of the verified amount.



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11.6 Currency

Payment shall be in the currency Pak Rupees.

12. DEFAULT

12.1 Defaults by Contractor

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

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

12.2 Defaults by Procuring Agency

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

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

Procuring agency would be bound with the release of funds from the Government only.

12.3 Insolvency

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

12.4 Payment upon Termination

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

- a) Any sums to which the Contractor is entitled under Sub-Clause 10.4,
- b) Any sums to which the Procuring Agency is entitled,



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- c) If the Procuring Agency has terminated under Sub-Clause 12.1 or 12.3, the Procuring Agency shall be entitled to a sum equivalent to twenty percent (20%) of the value of parts of the Works not executed at the date of the termination, and
- d) If the Contractor has terminated under Sub-Clause 12.2 or 12.3, the Contractor shall be entitled to the cost of his demobilization together with a sum equivalent to ten percent (10%) of the value of parts of the works not executed at the date of termination.

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

13. RISKS AND RESPONSIBILITIES

13.1 Contractor's Care of the Works

Subject to Sub-Clause 9.1, the Contractor shall take full responsibility for the care of the Works from the Commencement Date until the date of the Procuring Agency's/Engineer's issuance of Certificate of Completion under Sub-Clause 8.2.

Responsibility shall then pass to the Procuring Agency. If any loss or damage happens to the Works during the above period, the Contractor shall rectify such loss or damage so that the Works conform with the Contract.

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

13.2 Force Majeure

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

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

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

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

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

14. INSURANCE

14.1 Arrangements

The Contractor shall, prior to commencing the Works, effect insurances of the types, in the amounts and naming as insured the persons stipulated in the Contract Data

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except for items (a) to (c) and (i) of the Procuring Agency's Risks under Sub-Clause 6.1. The policies shall be issued by insurers and in terms approved by the Procuring Agency. The Contractor shall provide the Engineer/Procuring Agency with evidence that any required policy is in force and that the premiums have been paid.

14.2 Default

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

15. RESOLUTION OF DISPUTES

15.1 Engineer's Decision

If a dispute of any kind whatsoever arises between the Procuring Agency and the Contractor in connection with the works, the matter in dispute shall, in the first place, be referred in writing to the Engineer, with a copy to the other party. Such reference shall state that it is made pursuant to this Clause. No later than the twenty eight (28) days after the day on which he received such reference, the Engineer shall give notice of his decision to the Procuring Agency (Superintending Engineer) and the Contractor.

Unless the Contract has already been repudiated or terminated, the Contractor shall, in every case, continue to proceed with the work with all due diligence, and the Contractor and the Procuring Agency (Superintending Engineer) shall give effect forthwith to every such decision of the Engineer unless and until the same shall be revised, as hereinafter provided in an arbitral award.

15.2 Notice of Dissatisfaction

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

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

15.3 Arbitration

A dispute which has been the subject of a notice of dissatisfaction shall be finally settled as per provisions of Arbitration Act 1940 (Act No. X of 1940) and Rules made there under and any statutory modifications thereto. Any hearing shall be held

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at the place specified in the Contract Data and in the language referred to in Sub-Clause 1.5.

16. INTEGRITY PACT

16.1 If the Contractor or any of his Sub-Contractors, agents or servants is found to have violated or involved in violation of the Integrity Pact signed by the Contractor as Schedule-F to his Bid, then the Procuring Agency shall be entitled to:

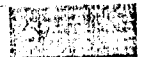
- (a) Recover from the Contractor an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by the Contractor or any of his Sub-Contractors, agents or servants;
- (b) Terminate the Contract; and
- (c) Recover from the Contractor any loss or damage to the Procuring Agency as a result of such termination or of any other corrupt business practices of the Contractor or any of his Sub-Contractors, agents or servants.

On termination of the Contract under Sub-Para (b) of this Sub-Clause, the Contractor shall demobilize from the site leaving behind Contractor's Equipment which the Procuring Agency instructs, in the termination notice, to be used for the completion of the works at the risk and cost of the Contractor. Payment upon such termination shall be made under Sub-Clause 12.4, in accordance with Sub-Para (c) thereof, after having deducted the amounts due to the Procuring Agency under Sub-Para (a) and (c) of this Sub-Clause.



BIDDING DOCUMENT

CONTRACT DATA



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CONTRACT DATA

Sub-Clauses of Conditions of Contract

- 1.1.3 Procuring Agency's Drawings, if any **Can be seen in the office of the Executive Engineer Barrage Division Sukkur.**
- 1.1.4 The Procuring Agency means **Executive Engineer**
- 1.1.5 The Contractor means **Bidder**
- 1.1.7 Commencement Date **Will be started within fourteen (14) days after signing of the Contract Agreement.**
- 1.1.9 Time for Completion **36 Months**
- 1.1.20 Engineer (mention the name along with the designation including whether he belongs to department or consultant) and other details **Mr. Shamsuddin Soomro
Assistant Executive Engineer
Spur Sub-Division Sukkur**
- 1.3 Documents forming the Contract listed in the order of priority:
- (a) The Contract Agreement
 - (b) Letter of Acceptance
 - (c) The completed Form of Bid
 - (d) Contract Data
 - (e) Conditions of Contract
 - (f) The completed Schedules to Bid including Schedule of Prices
 - (g) The Drawings
 - (h) The Specifications
- 2.1 Provision of Site: **On the Commencement Date**
- 3.1 Authorized person: **Assistant Executive Engineer
Spur Sub-Division Sukkur**
- 3.2 Name and address of Engineer's/
Procuring Agency's representative **----**
- 4.4 Performance Security
Amount **5% of Bid**
Validity **(Valid upto the end of the project under the provisions of SPP Rules)**
- 5.1 Requirements for Contractor's design (if any): **Specification Clause No's**

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- 7.2 Programme:
Time for submission: **Within fourteen (14) days of the Commencement Date.**
Form of Programme: **Bar Chart identifying the critical activities.**

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

7.5 Early Completion

In case of earlier completion of the Work, the Contractor is entitled to be paid bonus up-to limit and at a rate equivalent to 50% of the relevant limit and rate of liquidated damages stated in the contract data. **Not applicable**

- 9.1 Period for remedying defects **36 Months**

- 10.2 (c) Variation procedures: ----

11.1 Terms of Payments

a) Mobilization Advance

- (1) **Mobilization Advance up to 10 % of the Contract Price stated in the Letter of Acceptance shall be paid by the Procuring Agency to the Contractor on the works costing Rs.2.5 million or above on following conditions:**

- (i) on submission by the Contractor of a Mobilization Advance Guarantee for the full amount of the Advance in the specified form from a Bank in Pakistan to the Procuring Agency;
- (ii) Contractor will pay interest on the mobilization advance at a rate of 10% per annum on the advance; and
- (iii) This Advance including the interest shall be recovered in 5 equal installments from the five (05) R.A bills and in case the number of bills is less than five (05) then 1/5th of the advance inclusive of the interest thereon shall be recovered from each bill and the balance together with interest be recovered from the final bill. It may be insured that the full amount in the final bill to enable recovery of the Mobilization Advance.

OR

2) **Secured Advance on Materials**

- (a) The Contractor shall be entitled to receive from the Procuring Agency Secured Advance against an INDEMNITY BOND in P W Account Form No. 31(Fin. R. Form No. 2 accessible to the Procuring Agency of such sum as the Engineer may consider proper in respect of non-perishable materials brought at the Site but not yet incorporated in the Permanent Works provided that:
- (i) The materials are in accordance with the Specifications for the Permanent Works;
- (ii) Such materials have been delivered to the Site and are properly stored and protected against loss or damage or deterioration to the satisfaction and verification of the Engineer but at the risk and cost of the Contractor;
- (iii) The Contractor's records of the requirements, orders, receipts and use of materials are kept in a form approved by the Engineer, and such records shall be

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- available for inspection by the Engineer:
- (iv) The Contractor shall submit with his monthly statement the estimated value of the materials on Site together with such documents as may be required by the Engineer for the purpose of valuation of materials and providing evidence of ownership and payment therefore;
 - (v) Ownership of such materials shall be deemed to vest in the Procuring Agency and these materials shall not be removed from the Site or otherwise disposed of without written permission of the Procuring Agency;
 - (vi) The sum payable for such materials on Site shall not exceed 75% of the
 - (i) landed cost of imported materials, or
 - (ii) ex-factory/ex-warehouse price of locally manufactured or produced materials, or
 - (iii) market price of stands other materials;
 - (vii) Secured Advance should not be allowed unless & until the previous advance, if any, fully recovered;
 - (viii) Detailed account of advances must be kept in part of the account bill; and
 - (ix) Secured Advance may be permitted only against materials quantities anticipated to be consumed / utilized on the work within a period of 6 months from the date of issue of secured advance and definitely for the quantities of materials for the entire work/contract
 - (b) Recovery of Secured Advance:
 - (i) Secured Advance paid to the Contractor under the above provisions shall be effected from the monthly payment on actual consumption basis, but not later than period specified in the bill does not more than three months (even if unutilized); other conditions:
 - (ii) As recoveries are made the outstanding accounts of the items concerned in Part II should be reduced by making deduction entries in the column; "deduct quantity utilized in work measured since previous bill," equivalent to the quantities of materials used by the contractor on items of work shown as executed in part I of the bill
 - (c) Interim payments: The Contractor shall submit to the Engineer monthly statements of the estimated value of the work completed less the cumulative amount certified previously.
 - (i) The value of work completed comprises the value of the quantities of the items in the Bill of Quantities completed.
 - (ii) The value of secured advance on the materials and valuation of variations (if any).
 - (iii) Engineer may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.
 - (iv) Retention money and other advances are to be recovered from the bill submitted by contractor.
- 11.2 (a) Valuation of the Works:
- i) Lump sum price _____ (details), or
 - ii) Lump sum price with schedules of rates _____ (details), or
 - iii) Lump sum price with bill of quantities _____ (details), or
 - iv) Re-measurement with estimated/bid quantities in the Schedule of Prices or on premium above or below quoted on the rates mentioned in CSR (details), or/and
 - v) Cost reimbursable _____ (details)



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11.3 Percentage of retention Three (3%)

11.6 Currency of payment: Pak. Rupees

14.1 **Insurances:**

Type of cover

The Works

Amount of cover

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

Type of cover

Contractor's Equipment:

Amount of cover

Full replacement cost

Type of cover

Third Party-injury to persons and damage to property _____

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

Workers: _____

Other cover: _____

14.2 Amount to be recovered
Premium plus _____ percent (____%).

15.3 Arbitration
Place of Arbitration: _____



BIDDING DOCUMENT

STANDARD FORMS

BIDDING DOCUMENT

FORM OF BID SECURITY (Bank Guarantee)

Guarantee No. _____
Executed on _____

(Letter by the Guarantor to the Procuring Agency)

Name of Guarantor (Scheduled Bank in Pakistan) with
address: _____
Name of Principal (Bidder) with
address: _____

Sum of Security (express in words and
figures): _____

Bid Reference No. _____ Date of Bid _____

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Bid and at the request of the said Principal, we the Guarantor above-named are held and firmly bound unto the _____, (hereinafter called The "Procuring Agency") in the sum stated above, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Bidder has submitted the accompanying bid dated _____ for Bid No. _____ for _____ (Particulars of Bid) to the said Procuring Agency; and

WHEREAS, the Procuring Agency has required as a condition for considering said bid that the **bidder** furnishes a bid security in the above said sum from a Scheduled Bank in Pakistan or from a foreign bank duly counter-guaranteed by a Scheduled Bank in Pakistan, to the procuring agency, conditioned as under:

- (1) That the bid security shall remain in force up to and including the date 28 days after the deadline for validity of bids as stated in the Instructions to bidders or as it may be extended by the procuring agency, notice of which extension(s) to the Surety is hereby waived;
- (2) That the bid security of unsuccessful bidders will be returned by the procuring agency after expiry of its validity or upon signing of the Contract Agreement; and
- (3) That in the event of failure of the successful bidder to execute the proposed Contract Agreement for such work and furnish the required Performance Security, the entire said sum be paid immediately to the said procuring agency pursuant to Clause 15.6 of the Instruction to bidders for the successful bidder's failure to perform.

NOW THEREFORE, if the successful bidder shall, within the period specified therefore, on the prescribed form presented to him for signature enter into a formal Contract with the said procuring agency in accordance with his bid as accepted and furnish within twenty eight (28) days of his being requested to do so, a Performance Security with good and sufficient surety, as may be required, upon the form prescribed by the said procuring agency for the faithful performance and proper fulfilment of the said Contract or in the event of non-withdrawal of the said bid within the time specified for its validity then this obligation shall be void and of no effect, but otherwise to remain in full force and effect.



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PROVIDED THAT the Surety shall forthwith pay the procuring agency, the said sum upon first written demand of the procuring agency (without cavil or argument) and without requiring the procuring agency to prove or to show grounds or reasons for such demand, notice of which shall be sent by the procuring agency by registered post duly addressed to the Surety at its address given above.

PROVIDED ALSO THAT the procuring agency shall be the sole and final judge for deciding whether the Principal (Bidder) has duly performed his obligations to sign the Contract Agreement and to furnish the requisite Performance Security within the time stated above, or has defaulted in fulfilling said requirements and the Surety shall pay without objection the said sum upon demand from the procuring agency forthwith and without any reference to the Principal (Bidder) or any other person.

IN WITNESS WHEREOF, the above bounden Surety has executed the instrument under its seal on the date indicated above, the name and seal of the Surety being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

WITNESS:

SURETY (Bank)

1. _____ Signature _____

Name _____
Corporate Secretary (Seal)
Title _____

2. _____ **Corporate Guarantor (Seal)**

Name, Title & Address



BIDDING DOCUMENT

FORM OF PERFORMANCE SECURITY (Bank Guarantee)

Guarantee No. _____
Executed on _____
Expiry date _____

[Letter by the Guarantor to the Procuring Agency]

Name of Surety (Bank) with Address: (Scheduled Bank in Pakistan)

Name of Principal (Bidder) with Address

Penal Sum of Security
Rupees. _____
(Rs. _____)

Letter of Acceptance No. _____ Dated _____

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the bidding documents and above said Letter of Acceptance (hereinafter called the Documents) and at the request of the said Principal we, the Guarantor above named, are held and firmly bound unto the _____ (hereinafter called the procuring agency) in the penal sum of the amount stated above for the payment of which sum well and truly to be made to the said procuring agency, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has accepted the procuring agency's above said Letter of Acceptance for _____ (Name of Contract) for the _____ (Name of Project).

NOW THEREFORE, if the Principal (Contractor) shall well and truly perform and fulfill all the undertakings, covenants, terms and conditions of the said Documents during the original terms of the said Documents and any extensions thereof that may be granted by the procuring agency, with or without notice to the Guarantor, which notice is, hereby, waived and shall also well and truly perform and fulfill all the undertakings, covenants terms and conditions of the Contract and of any and all modifications of said Documents that may hereafter be made, notice of which modifications to the Guarantor being hereby waived, then, this obligation to be void; otherwise to remain in full force and virtue till all requirements of Clause 49, Defects Liability, of Conditions of Contract are fulfilled.

Our total liability under this Guarantee is limited to the sum stated above and it is a condition of any liability attaching to us under this Guarantee that the claim for payment in writing shall be received by us within the validity period of this Guarantee, failing which we shall be discharged of our liability, if any, under this Guarantee.



BIDDING DOCUMENT

We, _____ (the Guarantor), waiving all objections and defenses under the Contract, do hereby irrevocably and independently guarantee to pay to the procuring agency without delay upon the procuring agency's first written demand without cavil or arguments and without requiring the procuring agency to prove or to show grounds or reasons for such demand any sum or sums up to the amount stated above, against the procuring agency's written declaration that the Principal has refused or failed to perform the obligations under the Contract which payment will be effected by the Guarantor to Procuring Agency's designated Bank & Account Number.

PROVIDED ALSO THAT the procuring agency shall be the sole and final judge for deciding whether the Principal (Contractor) has duly performed his obligations under the Contract or has defaulted in fulfilling said obligations and the Guarantor shall pay without objection any sum or sums up to the amount stated above upon first written demand from the procuring agency forthwith and without any reference to the Principal or any other person.

IN WITNESS WHEREOF, the above-bounden Guarantor has executed this Instrument under its seal on the date indicated above, the name and corporate seal of the Guarantor being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

WITNESS:

GUARANTOR (Bank)

1. _____

Corporate Secretary (Seal)

Signature _____

Name _____

Title _____

2. _____

Corporate Guarantor (Seal)

Name, Title & Address



BIDDING DOCUMENT

FORM OF CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT made on the _____ day of _____
between _____ of the one part and
_____ of the other part.

WHEREAS the Procuring Agency is desirous that certain works, viz _____ should
be executed by the Contractor and has accepted a bid by the Contractor for the execution and
completion of such works and the remedying of any defects therein.

NOW this Agreement witnesseth-- as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents after incorporating addenda, if any, except those parts relating to Instructions to bidders shall be deemed to form and be read and constructed as part of this Agreement, viz:
 - (a) The Letter of Acceptance;
 - (b) The completed Form of Bid alongwith Schedules to Bid;
 - (c) Conditions of Contract & Contract Data;
 - (d) The priced Schedule of Prices/Bill of Quantities (BoQ);
 - (e) The Specifications; and
 - (f) The Drawings.
3. In consideration of the payments to be made by the procuring agency to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the procuring agency to execute and complete the works and remedy defects therein in conformity and in all respects with the provisions of the contract.
4. Procuring agency hereby covenants to pay the contractor, in consideration of the execution and completion of the works as per provisions of the contract, the contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.



BIDDING DOCUMENT

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed on the day, month and year first before written in accordance with their respective laws.

Signature of the Contactor

Signature of Procuring Agency

Seal

Seal

Signed, Sealed and Delivered in the presence of:

Witness:

Witness:

(Name, Title and Address)

(Name, Title and Address)



BIDDING DOCUMENT

MOBILIZATION ADVANCE GUARANTEE

Bank Guarantee No. _____

Date _____

WHEREAS _____ (hereinafter called the 'Procuring Agency') has entered into a Contract for _____ with _____ (hereinafter called the "Contractor").

AND WHEREAS, the Procuring Agency has agreed to advance to the Contractor, at the Contractor's request, an amount of _____ Rupees (Rs. _____) which amount shall be advanced to the Contractor as per provisions of the Contract.

AND WHEREAS, the Procuring Agency has asked the Contractor to furnish Guarantee to secure the mobilization advance for the performance of his obligations under the said Contract.

AND WHEREAS _____ (Scheduled Bank in Pakistan) _____ (hereinafter called the "Guarantor") at the request of the Contractor and in consultation of the Procuring Agency agreeing to make the above advance to the Contractor, has agreed to furnish the said Guarantee.

NOW KNOWINGLY AND FREELY, the Guarantor hereby guarantees that the Contractor shall use the advance for the purpose of above mentioned Contract and if he fails and commits default in fulfilment of any of his obligations for which the advance payment is made, the Guarantor shall be liable to the procuring agency for payment not exceeding the aforementioned amount.

Notice in writing of any default, of which the procuring agency shall be the sole and final judge, on the part of the Contractor, shall be given by the procuring agency to the Guarantor, and on such first written demand, payment shall be made by the Guarantor of all sums then due under this Guarantee without any reference to the Contractor and without any objection.

This Guarantee shall remain in force until the advance is fully adjusted against payments from the Interim Payment Certificates of the Contractor or until _____ Date _____ whichever is earlier.

The Guarantor's liability under this Guarantee shall not in any case exceed the sum of _____ Rupees _____ (Rs _____).

This Guarantee shall remain valid up to the aforesaid date and shall be null and void after the aforesaid date or earlier if the advance made to the Contractor is fully adjusted against payments from Interim Payment Certificates of the Contractor provided that the Guarantor agrees that the aforesaid period of validity shall be deemed to be extended if on the above mentioned date the advance payment is not fully adjusted.



BIDDING DOCUMENT

WITNESS:

GUARANTOR

1.

Signature

Name

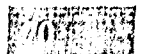
Corporate Secretary (Seal)

2.

Corporate Guarantor (Seal)

Title & Address

NOT APPLICABLE



BIDDING DOCUMENT

INDENTURE FOR SECURED ADVANCES

(For use in cases in which is contract is for finished work and the contractor has entered into an agreement for the execution of a certain specified quantity of work in a given time).

This INDENTURE made the day of 20..... BETWEEN (*hereinafter called "the Contractor" which expression shall where the context so admits or implied be deemed to include his heirs, executors, administrators and assigns*) of the one part and THE GOVERNOR OF SINDH (*hereinafter called "the Government" of the other part*).

WHEREAS by an agreement, dated (hereinafter called the said agreement, the contractor has agreed to perform the under-mentioned works (*hereinafter referred to as the said work*): -

(Here enter (the description of the works).

AND WHEREAS the contractor has applied to the
.....for an advance to him of Rupees
(Rs.) on the security of materials absolutely belonging to him and brought by him to the site of the said works the subject of the said agreement for use and execution of such of the said works as he has undertaken to execute at rates fixed for the said works (inclusive of the cost of materials and labour and other charge) AND WHEREAS the Government has agreed to advance to the Contractor the sum of Rupees, (Rs. on the security of materials the quantities and other particulars of which are detailed in the Running Account Bill (B) the said works signed by the contractor

Form 17.A

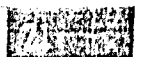
On each covenants and conditions as are hereinafter contained and the Government reserves to itself the option of marking any further advance or advances on the security of the materials brought by the Contractor to the site of the said works.

NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of the sum of Rupees.....

(Rs.) on or before the execution of these presents paid to the Contractor by the Government (the receipt whereof the Contractor doth hereby acknowledge) and of such further advances (if any) as may be made to him as aforesaid (all of which advances are hereinafter collectively referred to as the said amount) the Contractor doth hereby assign unto the Government the said materials by way of security for the said amount

And doth hereby covenant and agree with the Government and declare as follow :-

- (1) That the said sum of Rupees. RS.) so advanced by the Government to the Contractor as aforesaid and all or any further sum or sums which may be advanced as aforesaid shall be employed by the contractor in or towards expending the execution of the said works and for no other purpose whatsoever.
- (2) That the materials detailed in the said Running Account Bill (B) which have been offered to and accepted by the Government as security for the said amount are absolutely by the Contractor's own property free from encumbrances of any kind and the Contractor will not make any application for or receive a further advance on the security of materials which are not absolutely his own property and free from encumbrances of any kind and the contractor hereby agrees, at all times, to indemnify and save harmless the Government against all



BIDDING DOCUMENT

claims whatsoever to any materials in respect of which an advance has been made to him as aforesaid.

- (3) That the said materials detailed in the said Running Account Bill (B) and all other materials on the security of which any further advance or advances may hereafter be made as aforesaid (hereinafter called the said materials) shall be used by the Contractor solely in the execution of the said works in accordance with the directions of the Divisional Officer (hereinafter called the Divisional Officer) and in the terms of the said agreement.
- (4) That the Contractor shall make at his own cost all necessary and adequate arrangement for the proper watch, safe custody and protection against all risks of the said material and that until used in construction as aforesaid the said materials shall remain at the site of the said works in the Contractor's custody and at his own risk and on his own responsibility and shall at all times be open to inspection by the Divisional Officer or any officer authorized by him. In the event of the said materials of any part (hereof being stolen, destroyed or damaged or becoming deteriorated in a greater degree than is due to reasonable use and wear thereof Contractor will forthwith replace the same with other materials of like quality or repair and make good the same as required by the Divisional Officer. The materials so brought to replace the said materials so repaired and replaced shall also be considered as security for the said amount.
- (5) That the said materials shall not be removed from the site of the said works except with the written permission of the Divisional Officer or an officer authorized by him in that behalf.
- (6) That the said materials shall be payable in full when or before the Contractor receives payment from the Government of the price payable to him for the said works under the terms and conditions of the said agreement PROVIDED THAT if any intermediate payments are made to the contractor on account of work done then on the occasion of each such payment the Government will be at liberty to make a recovery from the Contractor's Bill for such payment by deducting there from in the value of the said materials (then actually used in the construction and in respect of which recovery has not been made previously the value for this purpose being determined in respect of each description of material at the rates at which the amount of the advances made under these presents were calculated.
- (7) That if the Contractor shall at any time make any default in the performance or observation in any respect of any of the terms and provisions of the said agreement or of these presents the total amount of the advance or advances that may still be owing to the Government shall immediately on the happening of such default be repayable by the Contractor to the Government together with interest thereon at twelve percent per annum from the date or respective dates of such advance or advances to the date of repayment and with all costs, charges, damages and expenses incurred by the Government in or for the recovery thereof or the enforcement of this security or otherwise by reason of the default of the Contractor and any moneys so becoming due and payable shall constitute a debt due from the Contractor to the Government and the Contractor hereby covenants and agrees with the Government to repay and the same respectively to it accordingly.
- (8) That the Contractor hereby charges all the said materials with the repayment to the Government of the said sum of Rupees (Rs.) and any further sum or sums which may be advanced as aforesaid and all costs charges damages and expenses payable under these present PROVIDED ALWAYS and it is hereby agreed and declared that not, withstanding anything



BIDDING DOCUMENT

in the said agreement and without prejudice to the powers contained therein if and whether the covenant for payment and repayment hereinbefore contained shall become enforceable and the money owing shall not be paid to accordingly.

Once there with the Government may at any time thereafter adopt all or any of following courses as it may deem best :-

- (a) Seize and utilize the said materials or any part thereof in the completion of the said works on behalf of the Contractor in accordance with the provisions in that behalf contained in the said agreement debiting the Contractor with the actual cost of effecting such completion the amount due in respect of advances under these presents and crediting the Contractor with the value of work done as he had carried it out in accordance with the said agreement and at the rates thereby provided. If the balance is against the Contractor he is to pay the same to the Government on demand.
- (b) Remove and sell by public auction the seized materials or any part thereof and out of the moneys arising from the sale retain all the sums aforesaid repaid to the Government under these presents and pay over the surplus (if any) to the Contractor.
- (c) Deduct all or any part of the moneys owing to the Contractor out of any security deposit or any sum due to the Contractor under the said agreement.
- (9) That except as is expressly provided by the presents interest on the said advance shall not be payable.
- (10) That in the event of a conflict between the provisions of these presents and the said agreement the provisions of these presents shall prevail and in the event of any dispute or difference arising over the construction or effect of these presents the settlement of which has not been hereinbefore expressly provided for the same shall be referred to the Superintending Engineer/Executive District Officer/Officer one grade higher to officer signed the agreement Circle whose..... decision shall be final and the provisions of the Arbitration Act 1940 for the time being in force so far as they are applicable shall apply to any such reference.

Signed, Sealed and Delivered by in the presence
of:

Witness:

Witness:

(Name, Title and Address)

(Name, Title and Address)



BIDDING DOCUMENT

SPECIFICATIONS

**Specifications can be seen in the office of the Executive Engineer
Barrage Division Sukkur on any working day during office hours.**



BIDDING DOCUMENT

DRAWINGS

**Drawings can be seen in the office of the Executive Engineer
Barrage Division Sukkur on any working day during office hours.**

SPPRA BIDDING DOCUMENT



GOVERNMENT OF SINDH IRRIGATION DEPARTMENT

- Name of Scheme :- REHABILITATION & RENOVATION OF SUMPWELL, WATER SUPPLY CONNECTION AND RESIDENTIAL BUILDING I/C DRAINAGE SYSTEM AND ROAD IN BARRAGE COLONY SUKKUR (A.D.P # 760 '2015-16')
- Name of Work :- CONSTRUCTION OF ASPHALT ROAD IN BARRAGE TOWNSHIP SUKKUR.
- Name of Procuring Agency :- EXECUTIVE ENGINEER, BARRAGE DIVISION SUKKUR
- Document Issued to :- M/s Government Contractor

Package No: 03

OCTOBER - 2015

Cat: - C4

BIDDING DOCUMENT

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BIDDING DOCUMENT

INVITATION FOR BIDS

BIDDING DOCUMENT

OFFICE OF THE EXECUTIVE ENGINEER, BARRAGE DIVISION, SUKKUR.

No. TC/G-55/2597

of 2015,

Sukkur, Dated:

22/09/ 2015

NOTICE FOR INVITING BIDS

The sealed bids are hereby invited from Government Contractors/firms registered with Pakistan Engineering Council Islamabad for the year 2015 and having license of Category C-4 for serial # 01 to 04, C-5 for serial # 05 & 06 and C-6 for serial # 07 under the latest SPPRA Rules for carryout the following works under Annual Development Programme-ADP & M&R.

S. No.	Name of Work	Cost in Million	Completion Period
	ADP No. 760		
1.	i. Repair & Renovation of Bungalow, i/e Construction of Boundary Wall alongwith Police Check Post & Paver work and 3 Nos. RCC Pillar with 2 Nos. Heavy Steel Doors In Barrage Township Sukkur. ii. Quotation of Non-scheduled Items for Repair & Renovation of Bungalow.	29.454	36 Months
2.	Renovation and Construction of Barrage Club & Turfing Lawns and Footpath in Barrage Township Sukkur.	35.719	-do-
3.	Construction of Asphalt Road in Barrage Township Sukkur.	35.186	-do-
4.	Providing and Fixing Iron Steel Grill Left & Right Bank with Pavers Work, Construction of New Electric Sub-Station & Garbage Pit in Barrage Township Sukkur.	42.564	-do-
5.	i. Construction of Filter Plan for Drinking Purpose, Providing & Laying New P.E Pipe & Renovation of Outdated Sewerage and Sumwell in Barrage Township Sukkur. ii. Quotation of Non-scheduled Items of Filter Plan for Dinking Purpose.	23.460	-do-
6.	Repair, Renovation of Goal Masjid & 02 Nos. Bungalow in Barrage Township Sukkur.	15.250	-do-
	M&R Work		
1.	Repair/Renovation of Ghar Inspection Bungalow.	1.600	12 Months

1. The intended Government Contractors/firms can purchase the separate set of bidding documents on non-refundable payment of Rs. 3000/- each upto 30.10.2015 at 12:00 P.M. The same will be received back on 02.11.2015 at 12:00 P.M and will be opened on same day at 01:00 P.M by the opening/evaluation committee constituted for the purpose in the presence of participants or representatives of the contractors/firms.
2. The bidder should submit earnest money at the rate of **Rs. 2% (two)** each against quoted bid price of the work in the shape of call deposit from any scheduled bank of Pakistan in favour of the undersigned and should be attached with biding documents. In absence of requisite call deposit the bid offered by the Contractor/firm will not be entertained.
3. Contractors/firms should have experience in similar nature of work.
4. The detail of works completed/ongoing on the same nature last five years should be attached.
5. List of works in progress indicating cost of each work and copy of letter of award of work.
6. Documentary evidence of work executed/works in progress and certificate of satisfactory completion of works by the employers.

Cont: P/02



BIDDING DOCUMENT

P/02

7. List of machinery and equipment's available with Contractor/Firm (Prove Ownership with evidence).
8. Bio-data of Engineers and Technical Staff working with the firm.
9. The applicant should be registered with Income Tax Department as well as Sindh Revenue Board and the same NTN and SRB certificates should be attached with the application, otherwise the application will not be entertained. Also copy of CNIC should be attached.
10. Undertaking on affidavit that firm is not involved in any litigation or abandoned any work in the Department.
11. Undertaking on affidavit to the effect that the firm/contractor have not been black listed previously by any executing agency.
12. Undertaking on affidavit that all documents/information provided by the contractor/firm are true and correct.
13. Complete postal address of the Contractor/Firm, Landline Number, Mobile Number & E-mail address.
14. Fresh Bank Certificate alongwith Statement of Bank duly checked by the Charter Accountant last three years.
15. No Conditional bid will be accepted.
16. The procuring agency has reserved the right to reject all or any bid without any reason under the provisions of SPPRA Rules-2010 with amendments issued by the SPPRA time to time.
17. In case of firm consortium list of partnership deed, giving full particulars of Directors/Proprietors or other connected alongwith power of attorney. In case of being sole proprietors such undertaking on affidavit be furnished.

--sd--

EXECUTIVE ENGINEER
BARRAGE DIVISION SUKKUR

Copy forwarded with compliments to:

1. The Managing Director Sindh Public Procurement Regulatory Authority Barrack // 8 Secretariat 4-A Court Road Karachi Tel: 021-99205369 for **hoisting on website**.
2. The Director Information and Public Relation Govt: of Sindh Block - 95 Sindh Secretariat 4B Opposite Sindh Assembly Building Karachi alongwith 07 copies for **publication in the (03) three leading newspapers**.
3. The Director Information Technology Department 1st Floor Building No. 06 Sindh Secretariat Kamal-Ata-Turk Road Karachi for **hoisting on website**.
4. The Chief Engineer Sukkur Barrage Left Bank Region Sukkur for favour of kind information.
5. The Superintending Engineer Khairpur Irrigation Circle Sukkur form favour of kind information.
6. The Executive Engineer (All) for information.
7. The Assistant Executive Engineer (All) for information.
8. Copy for Notice Board.

--sd--

EXECUTIVE ENGINEER
BARRAGE DIVISION SUKKUR



BIDDING DOCUMENT

INSTRUCTIONS TO BIDDERS



BIDDING DOCUMENT

INSTRUCTIONS TO BIDDERS

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BIDDING DOCUMENT

A. GENERAL

IB. 1 Scope of Bid & Source of Funds

1.1 Scope of Bid

The Procuring Agency as defined in the Bidding Data (“**Executive Engineer Barrage Division Sukkur**”) wishes to receive Bids for the Works summarized in the Bidding Data (“**Construction of Asphalt Road in Barrage Township Sukkur**”) (Package # 03).

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

1.2 Source of Funds

The Procuring Agency has arranged funds by **Government of Sindh from ADP**, which may be indicated accordingly in bidding data towards the cost of the **Construction of Asphalt Road in Barrage Township Sukkur (A.D.P # 760 ‘2015-16’)**.

IB. 2 Eligible Bidders

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

- a) Duly licensed by the Pakistan Engineering Council (PEC) in the above mentioned appropriate category for value of work.
- b) Contractor should provide the documents quoted under and mentioned in the Notice for Invitation of Bids.
 - i) Contractors/firms should have experience in similar nature of work.
 - ii) The detail of works completed/ongoing on the same nature last five years should be attached.
 - iii) List of works in progress indicating cost of each work and copy of letter of award of work.
 - iv) Documentary evidence of work executed/works in progress and certificate of satisfactory completion of works by the employers.
 - v) List of machinery and equipment’s available with Contractor/Firm (Prove Ownership with evidence).
 - vi) Bio-data of Engineers and Technical Staff working with the firm.
 - vii) The applicant should be registered with Income Tax Department as well as Sindh Revenue Board and the same NTN and SRB certificates should be attached with the application, otherwise the application will not be entertained. Also copy of CNIC should be attached.
 - viii) Undertaking on affidavit that firm is not involved in any litigation or abandoned any work in the Department.
 - ix) Undertaking on affidavit to the effect that the firm/contractor have not been black listed previously by any executing agency.
 - x) Undertaking on affidavit that all documents/information provided by the contractor/firm are true and correct.
 - xi) Fresh Bank Certificate alongwith Statement of Bank duly checked by the Charter Accountant last three years.

BIDDING DOCUMENT

- xii) In case of firm consortium list of partnership deed, giving full particulars of Directors/Proprietors or other connected alongwith power of attorney. In case of being sole proprietors such undertaking on affidavit be furnished.

IB. 3 Cost of Bidding

- 3.1 The bidder shall bear all costs associated with the preparation and submission of its bid and the Procuring Agency will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process (SPP Rules 24 & 25)

B. BIDDING DOCUMENTS

IB. 4 Contents of Bidding Documents

- 4.1 In addition to invitation for Bids, the Bidding Documents are those stated below, and should be read in conjunction with any Addendum issued in accordance with Sub-Clause 12.6.1.

1. Instructions to Bidders & Bidding Data
2. Form of Bid, Qualification Information & Schedules to Bid comprise on the following:
 - (i) Schedule A: Schedule of Prices/ Bill of Quantities (BoQ).
 - (ii) Schedule B: Specific Works Data
 - (iii) Schedule C: Works to be Performed by Subcontractors
 - (iv) Schedule D: Proposed Programme of Works
 - (v) Schedule E: Method of Performing Works
 - (vi) Schedule F: Integrity Paet (works costing Rs 10 million and above)
3. Conditions of Contract & Contract Data
4. Standard Forms:
 - (i) Form of Bid Security,
 - (ii) Form of Performance Security;
 - (iii) Form of Contract Agreement;
 - (iv) Form of Bank Guarantee for Advance Payment.
5. Specifications.
6. Drawings.

- 4.2 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 Bid Document will be rejected.



BIDDING DOCUMENT

IB. 5 Clarification of Bidding Documents

- 5.1** A prospective bidder requiring any clarification(s) in respect of the Bidding Documents may notify to this Agency at the address indicated in the Bidding Data.
- 5.2** An interested bidder, who has obtained bidding documents, may request for clarification of contents of bidding documents in writing and procuring agency shall respond to such queries in writing within three calendar days, provided they are received at least five calendar days prior to the date of opening of bid (SPP Rule 23-1).

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

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

C. PREPARATION OF BIDS

IB. 7 Language of Bid

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

IB. 8 Documents Comprising the Bid

- 8.1** The Bid submitted by the bidder shall comprise the following:
- (a) Covering Letter
 - (b) Form of Bid duly filled, signed and sealed, in accordance with Sub-Clause IB.14.3.
 - (c) Schedules (A to F) to Bid duly filled and initialed, in accordance with the instructions contained therein & in accordance with Sub-Clause IB14.3.
 - (d) Bid Security furnished in accordance with Clause IB.13.
 - (e) Power of Attorney in accordance with Sub-Clause IB 14.5.
 - (f) Documentary evidence in accordance with Clause IB.11
 - (g) Documentary evidence in accordance with Clause IB.12.

BIDDING DOCUMENT

IB. 9 Sufficiency of Bid

- 9.1 Each bidder shall satisfy himself before Bidding as to the correctness and sufficiency of his Bid and of the prices quoted/entered in the BoQ, which rates and prices shall except in so far as it is otherwise expressly provided in the Contract, cover all his obligations under the Contract and all matters and things necessary for the proper completion of the works.
- 9.2 The bidder is advised to obtain for himself at his own cost and responsibility all information that may be necessary for preparing the bid and entering into a Contract for execution of the Works.

IB. 10 Bid Prices, Currency of Bid and Payment

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

IB. 11 Documents Establishing Bidder's Eligibility and Qualifications

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

IB. 12 Documents Establishing Works' Conformity to Bidding Documents

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



BIDDING DOCUMENT

IB. 13 Bid Security

- 13.1 Each bidder shall furnish, as part of his bid, at the option of the bidder, a Bid Security as 02 percentage of bid price in Pak. Rupees in the form of Deposit at Call issued by a Scheduled Bank in Pakistan in favour of the Procuring Agency (**Executive Engineer Barrage Division Sukkur**).
- 13.2 Any bid not accompanied by an acceptable Bid Security shall be rejected by the Procuring Agency as non-responsive.
- 13.3 The bid securities of unsuccessful bidders will be returned upon award of contract to the successful bidder or on the expiry of validity of Bid Security whichever is earlier.
- 13.4 The Bid Security of the successful bidder will be returned when the bidder has furnished the required Performance Security, and signed the Contract Agreement (SPP Rule 37).
- 13.5 **The Bid Security may be forfeited:**
- (a) if a bidder withdraws his bid during the period of bid validity; or
 - (b) if a bidder does not accept the correction of his Bid Price, pursuant to Sub-Clause 16.4 (b) hereof; or
 - (c) in the case of a successful bidder, if he fails within the specified time limit to:
 - (i) Furnish the required Performance Security or
 - (ii) Sign the Contract Agreement.

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

- 14.1 Bids shall remain valid for the period stipulated in the Bidding Data after the date of bid opening.
- 14.2 In exceptional circumstances, Procuring Agency may request the bidders to extend the period of validity for an additional period but not exceeding 1/3 of the original period. The request and the bidders' responses shall be made in writing or by cable. A Bidder may refuse the request without forfeiting the Bid Security. A Bidder agreeing to the request will not be required or permitted to otherwise modify the Bid, but will be required to extend the validity of Bid Security for the period of the extension, and in compliance with IB.13 in all respects (SPP Rule 38).
- 14.3 All Schedules to Bid are to be properly completed and signed.
- 14.4 No alteration is to be made in the Form of Bid except in filling up the blanks as directed. If any alteration be made or if these instructions be not fully complied with, the bid may be rejected.
- 14.5 Each bidder shall prepare Original and number of copies specified in the Bidding Data of the documents comprising the bid as described in IB.8 and clearly



BIDDING DOCUMENT

mark them "ORIGINAL" and "COPY" as appropriate. In the event of discrepancy between them, the original shall prevail.

- 14.6 The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign (in the case of copies, Photostats are also acceptable). This shall be indicated by submitting a written Power of Attorney authorizing the signatory of the bidder to act for and on behalf of the bidder. All pages of the bid shall be initialed and official seal be affixed by the person or persons signing the bid.
- 14.7 The Bid shall be delivered in person or sent by registered mail at the address to Procuring Agency as given in Bidding Data. Bidder shall indicate their full and proper address which notices may be legally served in them and which all correspondence in connection with their bids.

D. SUBMISSION OF BID

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

- 15.1 Bids must be received by the Procuring Agency at **Office of the Executive Engineer Barrage Division Sukkur** not later than **12 hours on 02.11.2015**.
- 15.2 The inner and outer envelopes shall
- (a) be addressed to the Procuring Agency at the address provided in the Bidding Data;
 - (b) bear the name and identification number of the Contract as defined in the Bidding and Contract Data; and
 - (c) provide a warning not to open before the specified time and date for Bid opening as defined in the Bidding Data.
 - (d) in addition to the identification required in 15.2, the inner envelopes shall indicate the name and address of the Bidder to enable the Bid to be returned unopened in case it is declared late.
 - (e) If the outer envelope is not sealed and marked as above, the Procuring Agency will assume no responsibility for the misplacement or premature opening of the Bid.
- 15.3 Bids submitted through telegraph, telex, fax or e-mail shall not be considered.
- 15.4 Any bid received by the Procuring Agency after the deadline for submission prescribed in Bidding Data will be returned unopened to such bidder.
- 15.5 Any bidder may modify or withdraw his bid after bid submission provided that the modification or written notice of withdrawal is received by the Procuring Agency prior to the deadline for submission of bids.
- 15.6 Withdrawal of a bid during the interval between the deadline for submission of bids and the expiration of the period of bid validity specified in the Form of Bid may result in forfeiture of the Bid Security pursuant to IB.13.5 (a).



BIDDING DOCUMENT

E. BID OPENING AND EVALUATION

IB.16 Bid Opening, Clarification and Evaluation (SPP Rules 41, 42 & 43)

16.1 The Procuring committee will open the bids, in the presence of bidders' representatives who choose to attend, at 01:00 pm, on **02.11.2015 in the Office of the Executive Engineer Barrage Division Sukkur.**

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

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

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

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

(b) Arithmetical errors will be rectified on the following basis:

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

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

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

16.6 Any minor informality or non-conformity or irregularity in a Bid which does not constitute a material deviation (**major deviation**) may be waived by Procuring Agency, provided such waiver does not prejudice or affect the relative ranking of any other bidders.

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

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

(B) **Minor Deviations**

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

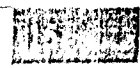
16.7 The Engineer/Procuring Agency will evaluate and compare only the bids previously determined to be substantially responsive pursuant to IB.16.4 to 16.6 as per requirements given hereunder. Bids will be evaluated for complete scope of works. The prices will be compared on the basis of the Evaluated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

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

16.8 **Evaluated Bid Price**

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

- (i) Making any correction for arithmetic errors pursuant to IB.16.4 hereof.
- (ii) Discount, if any, offered by the bidders as also read out and recorded at the time of bid opening.



BIDDING DOCUMENT

- (iii) Excluding provisional sums and the provisions for contingencies in the Bill of Quantities if any, but including Day work, where priced competitively.
- (iv) Making an appropriate adjustment for any other acceptable variation or deviations.

16.9 The estimate effect of the price adjustment provisions of the condition of contract, applied over the period of execution of the contract, shall not be taken into account in Bid evaluation.

16.10 If the Bid of 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 analysis 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 is authorized to accept or not accept unbalanced amount against the estimate.

IB.17 Process to be Confidential

17.1 Subject to IB.16.3 heretofore, no bidder shall contact Engineer/Procuring Agency on any matter relating to its Bid from the time of the Bid opening to the time the bid evaluation result is announced by the Procuring Agency. The evaluation result shall be announced at least seven (07) days prior to award of Contract (SPP Rule 45). The announcement to all bidders will include table(s) comprising read out prices discounted prices, price adjustments made, final evaluated prices and recommendations against all the bids evaluated.

17.2 Any effort by a bidder to influence Engineer/Procuring Agency in the Bid evaluation, Bid comparison or Contract Award decisions may result in the rejection of his Bid. Whereas any bidder feeling aggrieved, may lodge a written complaint to Complaint Redressal Committee as per terms and conditions mentioned in SPP Rules 31 & 32. However, mere fact of lodging a complaint shall not warrant suspension of procurement process.

17.3 Bidders may be excluded if involved in "Corrupt and Fraudulent Practices" means either one or any combination of the practices given below SPP 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, indirectly or directly, 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



BIDDING DOCUMENT

mislead, a party to obtain a financial or other benefit or to avoid an obligation;

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

F AWARD OF CONTRACT

IB. 18. Post Qualification

- 18.1 The Procuring Agency, at any stage of the bid evaluation, having credible reasons for or prima facie evidence of any defect in contractor's capacities, may require the contractors to provide information concerning their professional, technical, financial, legal or managerial competence whether already pre-qualified or not:

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

- 18.2 The determination will take into account the bidder's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the bidders' qualifications submitted under B.11, as well as such other information required in the Bidding Documents.

IB. 19 Award Criteria & Procuring Agency's Right

- 19.1 Subject to IB.19.2, the Procuring Agency will award the Contract to the bidder whose bid has been determined to be substantially responsive to the Bidding Documents and who has offered the lowest evaluated Bid Price, provided that such bidder has been determined to be qualified to satisfactorily perform the Contract in accordance with the provisions of the IB.18.

- 19.2 Notwithstanding IB.19.1, the Procuring Agency reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of Contract, without thereby incurring any liability to the affected bidders or any obligation to inform the affected bidders of the grounds for the Procuring Agency's action except that the grounds for its rejection of all bids shall upon request be communicated, to any bidder who submitted a bid, without justification of the grounds. Notice of the rejection of all the bids shall be given promptly to all the bidders (SPP Rule 25).

BIDDING DOCUMENT

IB. 20 Notification of Award & Signing of Contract Agreement

- 20.1** Prior to expiration of the period of bid validity prescribed by the Procuring Agency, the Procuring Agency will notify the successful bidder in writing ("Letter of Acceptance") that his bid has been accepted (SPP Rule 49).
- 20.2** Within seven (07) days from the date of furnishing of acceptable Performance Security under the Conditions of Contract, the Procuring Agency will send the successful bidder the Form of Contract Agreement provided in the Bidding Documents, incorporating all agreements between the parties.
- 20.3** The formal Agreement between the Procuring Agency and the successful bidder duly stamped at rate of **0.30%** of bid price (updated from time to time) stated in Letter of Acceptance shall be executed within seven (07) days of the receipt of Form of Contract Agreement by the successful bidder from the Procuring Agency.

IB. 21 Performance Security

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

IB. 22 Integrity Pact

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



BIDDING DOCUMENT

BIDDING DATA



BIDDING DOCUMENT

BIDDING DATA

Instructions of Bidders

Clause Reference

- 1.1 Name of Procuring Agency **Executive Engineer Barrage Division Sukkur**
- Brief Description of Work **Construction of Asphalt Road in Barrage Township Sukkur (Package # 3).**
- 5.1 (a) Procuring Agency's address **Office of the Executive Engineer Barrage Division Sukkur Tel. 071-5612432 Fax. 071-5805284**
- (b) Engineer's address **Syed Fayyaz Hussain Shah Executive Engineer Barrage Division Sukkur Tel. 071-5612432 Fax. 071-5805284**
- 10.3 Bid shall be quoted entirely in Pak. Rupees. The payment shall be made in Pak. Rupees.
- 11.2 The bidder has the financial, technical and constructional capability necessary to perform the Contract as follows:
i. Financial capacity:
ii. Technical capacity:
iii. Construction Capacity:
- 12.1 (a) A detailed description of the Works, essential technical and performance characteristics.
- (b) Complete set of technical information, description data, literature and drawings as required in accordance with Schedule B to Bid, Specific Works Data. This will include but not be limited to a sufficient number of drawings, photographs, catalogues, illustrations and such other information as is necessary to illustrate clearly the significant characteristics such as general construction dimensions and other relevant information about the works to be performed.
- 13.1 Amount of Bid Security **02% of Bid Price.**
- 14.1 Period of Bid Validity **60 Days**
- 14.4 Number of Copies of the Bid to be submitted: **One Original plus One copy.**
- 14.6 (a) Procuring Agency's Address for the Purpose of Bid Submission **Office of the Executive Engineer Barrage Division Sukkur**



BIDDING DOCUMENT

15.1 Deadline for Submission of Bids Time 12 hours on 02.11.2015

16.1	Venue, Time, and Date of Bid Opening	Venue:	Office of the Executive Engineer Barrage Division Sukkur
		Time	01 pm
		Date	02.11.2015

16.4 Responsiveness of Bids

(i) Bid is valid till required period,

(ii) Bid prices are firm during currency of contract/Price adjustment;

(a) Fixed Price contract: In these contracts no escalation will be provided during currency of the contract and normally period of completion of these works is upto 12 months.

(b) Price adjustment contract: In these contracts escalation will be paid only on those items and in the manner as notified by Finance Department, Government of Sindh, after bid opening during currency of the contract.

iii) Completion period offered is within specified limits.

iv) Bidder is eligible to Bid and possesses the requisite experience, capability and qualification.

v) Bid does not deviate from basic technical requirements and

vi) Bids are generally in order, etc.

BIDDING DOCUMENT

FORM OF BID

BIDDING DOCUMENT

FORM OF BID

Bid Reference No. :- Construction of Asphalt Road in Barrage Township Sukkur
(PACKAGE # 3)

To,

EXECUTIVE ENGINEER,
BARRAGE DIVISION SUKKUR.

Gentlemen,

1. Having examined the Bidding Documents including Instructions to Bidders, Bidding Data, Conditions of Contract, Contract Data, Specifications, Drawings, if any, Schedule of Prices and Addenda Nos. _____ for the execution of the above-named works, we, the undersigned, being a company doing business under the name of and address _____ and being duly incorporated under the laws of Pakistan hereby offer to execute and complete such works and remedy any defects therein in conformity with the said Documents including Addenda thereto for the Total Bid Price of Rs _____ (Rupees _____) or such other sum as may be ascertained in accordance with the said Documents.
2. We understand that all the Schedules attached hereto form part of this Bid.
3. As security for due performance of the undertakings and obligations of this Bid, we submit herewith a Bid Security in the amount of _____ drawn in your favour or made payable to you and valid for a period of twenty eight (28) days beyond the period of validity of Bid.
4. We undertake, if our Bid is accepted, to commence the Works and to deliver and complete the Works comprised in the Contract within the time(s) stated in Contract Data.
5. We agree to abide by this Bid for the period of _____ days from the date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
6. Unless and until a formal Agreement is prepared and executed, this Bid, together with your written acceptance thereof, shall constitute a binding contract between us.
7. We undertake, if our Bid is accepted, to execute the Performance Security referred to in Conditions of Contract for the due performance of the Contract.
8. We understand that you are not bound to accept the lowest or any bid you may receive.
9. We do hereby declare that the Bid is made without any collusion, comparison of figures or arrangement with any other person or persons making a bid for the Works.



BIDDING DOCUMENT

Dated this _____ day of _____, 20__

Signature _____

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

(Name of Bidder in Block Capitals)

(Seal)

Address _____

Witness:

(Signature) _____

Name: _____

Address: _____



BIDDING DOCUMENT

SCHEDULES TO BID INCLUDE THE FOLLOWING:

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



BIDDING DOCUMENT

SCHEDULE – A TO BID

SCHEDULE OF PRICES – SUMMARY OF BID PRICES

Bill No.	Description	Total Amount (Rs.)
1.	Repair/Construction of Asphalt Road and Paver Blocks along Barrage Township Sukkur. (Package # 3)	
	TOTAL BID PRICE: -	

BIDDING DOCUMENT

SCHEDULE – A TO BID

SCHEDULE OF PRICES

Bill No. 1 REPAIR/CONSTRUCTION OF ASPHALT ROAD AND PAVER BLOCKS ALONG BARRAGE TOWNSHIP SUKKUR. (PACKAGE # 3).

Item No.	Description	Quantity	Unit	Rate	Total Amount
1.	Providing surface dressing 1st coat on new or existing surface with 30 lbs bitumen and 4.0 Cft. of bajri of required size including cleaning the road surface rolling etc, complete. (Rate includes all cost of materials T&P and carriage upto 3 chains). (b) Using Crush Bajri 1st coat providing surface dressing 1st coat on new or existing surface 25lbs bitumen and 2.75cft of crushed bajri of required size including cleaning the road surface rolling etc complete (Rate i/c all cost of material T&P and carriage up to site of work (RA Attached). (NHA (P-6 1-16&17 a)	164800	% Sft	2859.12	4711830
2.	2" (50mm) Thick Asphalt Concrete Wearing Course Plant Mix Laying to Proper line and grade plant mixed Asphalt concrete paver finished (Hydraulic / Electronic control) Prepared to specified formula according to job mix formula approved by Engineer incharge including rolling and finishing to Properline, grade level and camber etc: (Machinery with POLs cost of material carriage). Up to site of work (R.A Attached) (NHA (P-10/1 1-24 b)	164800	% Sft	8788.55	14483530
3.	Thermo Plastic Paint. Pavement marking in Reflective Thermo Plastic Paint for Lines of 6" Width. Item - 13 Page 15	19200	P. Rft	41.42	795264
4.	Providing & fixing Cement Paving Block Flooring having size of 197x97x80(mm) of city / quddra / cobble shape with pigmented, having strength i/w 5000 psi to 8500 psi i/c filling the joins with hill sand and laying in specified manner / pattern and design etc complete. (P-49/ 1-74).	50400	P. Sft	248.17	12507768



BIDDING DOCUMENT

Item No.	Description	Quantity	Unit	Rate	Total Amount
5.	Providing & fixing precast cage block 3750 psi industrial made size 6 inches thick x12 inches long x12 inches high including the cost of cartage. Excavation from work for haunching 1450 psi lean concrete 2250 psi concrete for haunching 1:4 cement sand mortar (P-15/ I-14) highway schedule.	5600	P. Rft	297.01	1663256
SUB-TOTAL: -					3,41,61,648
	Percentage Quoted % Above/Below on the Prices of Items Based On Composite Schedule of Rates Rs.				
	TOTAL: -				
	(Rupees _____)				



BIDDING DOCUMENT

SCHEDULE - B TO BID

SPECIFIC WORKS DATA

BIDDING DOCUMENT

SCHEDULE - C TO BID

WORKS TO BE PERFORMED BY SUBCONTRACTORS

Not applicable,
the bidder will do all work with his own forces.

BIDDING DOCUMENT

SCHEDULE - D TO BID

PROPOSED PROGRAMME OF WORKS

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



BIDDING DOCUMENT

SCHEDULE – E TO BID

METHOD OF PERFORMING WORKS

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

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



BIDDING DOCUMENT

SCHEDULE – E TO BID

(INTEGRITY PACT)

DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC PAYABLE BY CONTRACTORS

(FOR CONTRACTS WORTH RS. 10.00 MILLION OR MORE)

Contract No. TC/G-55/ Dated _____

Contract Value: Rs. _____

Contract Title: _____

[_____ Name of Contractor] hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Sindh (GoS) or any administrative subdivision or agency thereof or any other entity owned or controlled by it (GoS) through any corrupt business practice.

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

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

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

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

Procuring Agency

Contractor



CONDITIONS OF CONTRACT



BIDDING DOCUMENT

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CONDITIONS OF CONTRACT

1. GENERAL PROVISIONS

1.1 Definitions

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

The Contract

1.1.11 **“Contract”** means the Contract Agreement and the other documents listed in the Contract Data.

1.1.2 **“Specifications”** means the document as listed in the Contract Data, including Procuring Agency’s requirements in respect of design to be carried out by the Contractor (if any), and any Variation to such document.

1.1.3 **“Drawings”** means the Procuring Agency’s drawings of the Works as listed in the Contract Data, and any Variation to such drawings.

Persons

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

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

1.1.6 **“Party”** means either the Procuring Agency or the Contractor.

Dates, Times and Periods

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

1.1.8 **“Day”** means a calendar day

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

Money and Payments

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

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Other Definitions

- 1.1.11 **“Contractor’s Equipment”** means all machinery, apparatus and other things required for the execution of the Works but does not include Materials or Plant intended to form part of the Works.
- 1.1.12 **“Country”** means the Islamic Republic of Pakistan.
- 1.1.13 **“Procuring Agency’s Risks”** means those matters listed in Sub-Clause 6.1.
- 1.1.14 **“Force Majeure”** means an event or circumstance which makes performance of a Party’s obligations illegal or impracticable and which is beyond that Party’s reasonable control.
- 1.1.15 **“Materials”** means things of all kinds (other than Plant) to be supplied and incorporated in the Works by the Contractor.
- 1.1.16 **“Plant”** means the machinery and apparatus intended to form or forming part of the Works.
- 1.1.17 **“Site”** means the places provided by the Procuring Agency where the Works are to be executed, and any other places specified in the Contract as forming part of the Site.
- 1.1.18 **“Variation”** means a change which is instructed by the Engineer/Procuring Agency under Sub-Clause 10.1.
- 1.1.19 **“Works”** means any or all the works whether Supply, Installation, Construction etc. and design (if any) to be performed by the Contractor including temporary works and any variation thereof.
- 1.1.20 **“Engineer”** means the person notified by the Procuring Agency to act as Engineer for the purpose of the Contract and named as such in Contract Data.

1.2 Interpretation

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

1.3 Priority of Documents

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

1.4 Law

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



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1.5 Communications

All Communications related to the Contract shall be in English language.

1.6 Statutory Obligations

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

2. THE PROCURING AGENCY

2.1 Provision of Site

The Procuring Agency shall provide the site and right of access thereto at the times stated in the Contract Data.

Site Investigation Reports are those that were included in the bidding documents and are factual and interpretative reports about the surface and subsurface conditions at the Site.

2.2 Permits etc.

The Procuring Agency shall, if requested by the Contractor, assist him in applying for permits, licenses or approvals which are required for the Works.

2.3 Engineer's/Procuring Agency's Instructions

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

2.4 Approvals

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

3. ENGINEER'S/PROCURING AGENCY'S REPRESENTATIVES

3.1 Authorized Person

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

Assistant Executive Engineer will act on behalf of Executive Engineer/Procuring Agency.



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3.2 Engineer's/Procuring Agency's Representative

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

4. THE CONTRACTOR

4.1 General Obligations

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

4.2 Contractor's Representative

The Contractor shall appoint a representative at site on full time basis to supervise the execution of work and to receive instructions on behalf of the Contractor but only after obtaining the consent of the Procuring Agency for such appointment which consent shall not be withheld without plausible reason(s) by the Procuring Agency. Such authorized representative may be substituted/replaced by the Contractor at any time during the Contract Period but only after obtaining the consent of the Procuring Agency as aforesaid.

4.3 Subcontracting

The Contractor shall not subcontract the whole of the works. The Contractor shall not subcontract any part of the works without the consent of the Procuring Agency.

4.4 Performance Security

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

5. DESIGN BY CONTRACTOR

5.1 Contractor's Design

The Contractor shall carry out design to the extent specified, as referred to in the Contract Data. The Contractor shall promptly submit to the Engineer/Procuring Agency all designs prepared by him, within fourteen (14) days of receipt the Engineer/Procuring Agency shall notify any comments or, if the design submitted is not in accordance with the Contract, shall reject it stating the reasons.

Contractor shall not construct any element of the works designed by him within fourteen (14) days after the design has been submitted to the Engineer/Procuring Agency or which has been rejected. Design that has been rejected shall be promptly amended and resubmitted. The Contractor shall resubmit all designs commented on taking these comments into account as necessary.



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5.2 Responsibility for Design

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

6. PROCURING AGENCY'S RISKS

6.1 The Procuring Agency's Risks

The Procuring Agency's Risks are:-

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

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7. TIME FOR COMPLETION

7.1 Execution of the Works

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

7.2 Programme

Within the time stated in the Contract Data, the Contractor shall submit to the Engineer/Procuring Agency a programme for the Works in the form stated in the Contract Data.

7.3 Extension of Time

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

7.4 Late Completion

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

8. TAKING-OVER

8.1 Completion

The Contractor may notify the Engineer/Procuring Agency when he considers that the Works are complete.

8.2 Taking-Over Notice

Within fourteen (14) days of the receipt of the said notice of completion from the Contractor the Procuring Agency/Engineer shall either takeover the completed works and issue a Certificate of Completion to that effect or shall notify the Contractor his reasons for not taking-over the works. While issuing the Certificate of Completion as aforesaid, the Procuring Agency/Engineer may identify any outstanding items of work which the Contractor shall undertake during the Maintenance Period.



9. REMEDYING DEFECTS

9.1 Remediating Defects

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

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

9.2 Uncovering and Testing

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

10. VARIATIONS AND CLAIMS

10.1 Right to Vary

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

10.2 Valuation of Variations

Variations shall be valued as follows:

- a) At a lump sum price agreed between the Parties, or
- b) Where appropriate, at rates in the Contract, or
- c) In the absence of appropriate rates, the rates in the Contract shall be used as the basis for valuation, or failing which
- d) At appropriate new rates, as may be agreed or which the Engineer/Procuring Agency considers appropriate, or
- e) If the Engineer/Procuring Agency so instructs, at day work rates set out in the Contract Data for which the Contractor shall keep records of hours of labour and Contractor's Equipment, and of Materials, used.



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10.3 Changes in the Quantities.

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

10.4 Early Warning

The Contractor shall notify the Engineer/Procuring Agency in writing as soon as he is aware of any circumstance which may delay or disrupt the Works, No will be made.

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

10.5 Valuation of Claims

If the Contractor incurs Cost as a result of any of the Procuring Agency's Risks, the Contractor shall not be entitled to the amount of such Cost. If as a result of any Procuring Agency's Risk, it is necessary to change the Works, this shall be dealt with as a no Variation subject to Contractor's notification for intention of claim to the Engineer/Procuring Agency.

10.6 Variation and Claim Procedure

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

11. CONTRACT PRICE AND PAYMENT

11.1 (a) Terms of Payments

The amount due to the Contractor under any Interim Payment Certificate issued by the Engineer pursuant to this Clause, or to any other terms of the Contract, shall, subject to Clause 11.3, be paid by the Procuring,

Agency to the Contractor within 30 days after such Interim Payment Certificate has been jointly verified by Procuring Agency and Contractor, or, in the case of the

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Final Certificate referred to in Sub Clause 11.5, within 60 days after such Final Payment Certificate has been jointly verified by Procuring Agency and Contractor; the payment shall be made to contractor subject to availability of funds.

(b) Valuation of the Works

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

11.2 Monthly Statements

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

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

The Contractor shall submit each month to the Engineer/Procuring Agency a statement showing the amounts to which he considers himself entitled.

Note (Payment would be subject to the provision of funds)

11.3 Interim Payments

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

Note (Payment would be subject to the provision of funds)

11.4 Retention

Retention money shall be paid by the Procuring Agency to the Contractor within Ninety (90) days after either the expiry of the period stated in the Contract Data, or the remedying of notified defects, or the completion of outstanding work, all as referred to in Sub-Clause 9.1, whichever is the later.

11.5 Final Payment

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

On availability of funds receipt of the verified final account from the Assistant Executive, the Procuring Agency shall pay to the Contractor any amount due to the Contractor. While making such payment the Procuring Agency may, for reasons to be given to the Contractor in writing, withhold any part or parts of the verified amount.

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11.6 Currency

Payment shall be in the currency Pak Rupees.

12. DEFAULT

12.1 Defaults by Contractor

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

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

12.2 Defaults by Procuring Agency

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

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

Procuring agency would be bound with the release of funds from the Government only.

12.3 Insolvency

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

12.4 Payment upon Termination

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

- a) Any sums to which the Contractor is entitled under Sub-Clause 10.4,
- b) Any sums to which the Procuring Agency is entitled,



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- e) If the Procuring Agency has terminated under Sub-Clause 12.1 or 12.3, the Procuring Agency shall be entitled to a sum equivalent to twenty percent (20%) of the value of parts of the Works not executed at the date of the termination, and
- d) If the Contractor has terminated under Sub-Clause 12.2 or 12.3, the Contractor shall be entitled to the cost of his demobilization together with a sum equivalent to ten percent (10%) of the value of parts of the works not executed at the date of termination.

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

13. RISKS AND RESPONSIBILITIES

13.1 Contractor's Care of the Works

Subject to Sub-Clause 9.1, the Contractor shall take full responsibility for the care of the Works from the Commencement Date until the date of the Procuring Agency's/Engineer's issuance of Certificate of Completion under Sub-Clause 8.2.

Responsibility shall then pass to the Procuring Agency. If any loss or damage happens to the Works during the above period, the Contractor shall rectify such loss or damage so that the Works conform with the Contract.

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

13.2 Force Majeure

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

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

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

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

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

14. INSURANCE

14.1 Arrangements

The Contractor shall, prior to commencing the Works, effect insurances of the types, in the amounts and naming as insured the persons stipulated in the Contract Data

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except for items (a) to (c) and (i) of the Procuring Agency's Risks under Sub-Clause 6.1. The policies shall be issued by insurers and in terms approved by the Procuring Agency. The Contractor shall provide the Engineer/Procuring Agency with evidence that any required policy is in force and that the premiums have been paid.

14.2 Default

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

15. RESOLUTION OF DISPUTES

15.1 Engineer's Decision

If a dispute of any kind whatsoever arises between the Procuring Agency and the Contractor in connection with the works, the matter in dispute shall, in the first place, be referred in writing to the Engineer, with a copy to the other party. Such reference shall state that it is made pursuant to this Clause. No later than the twenty eight (28) days after the day on which he received such reference, the Engineer shall give notice of his decision to the Procuring Agency (Superintending Engineer) and the Contractor.

Unless the Contract has already been repudiated or terminated, the Contractor shall, in every case, continue to proceed with the work with all due diligence, and the Contractor and the Procuring Agency (Superintending Engineer) shall give effect forthwith to every such decision of the Engineer unless and until the same shall be revised, as hereinafter provided in an arbitral award.

15.2 Notice of Dissatisfaction

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

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

15.3 Arbitration

A dispute which has been the subject of a notice of dissatisfaction shall be finally settled as per provisions of Arbitration Act 1940 (Act No. X of 1940) and Rules made there under and any statutory modifications thereto. Any hearing shall be held

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at the place specified in the Contract Data and in the language referred to in Sub-Clause 1.5.

16. INTEGRITY PACT

16.1 If the Contractor or any of his Sub-Contractors, agents or servants is found to have violated or involved in violation of the Integrity Pact signed by the Contractor as Schedule-F to his Bid, then the Procuring Agency shall be entitled to:

- (a) Recover from the Contractor an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by the Contractor or any of his Sub-Contractors, agents or servants;
- (b) Terminate the Contract; and
- (c) Recover from the Contractor any loss or damage to the Procuring Agency as a result of such termination or of any other corrupt business practices of the Contractor or any of his Sub-Contractors, agents or servants.

On termination of the Contract under Sub-Para (b) of this Sub-Clause, the Contractor shall demobilize from the site leaving behind Contractor's Equipment which the Procuring Agency instructs, in the termination notice, to be used for the completion of the works at the risk and cost of the Contractor. Payment upon such termination shall be made under Sub-Clause 12.4, in accordance with Sub-Para (c) thereof, after having deducted the amounts due to the Procuring Agency under Sub-Para (a) and (c) of this Sub-Clause.



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CONTRACT DATA



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CONTRACT DATA

Sub-Clauses of Conditions of Contract

- 1.1.3 Procuring Agency's Drawings, if any **Can be seen in the office of the Executive Engineer Barrage Division Sukkur.**
- 1.1.4 The Procuring Agency means **Executive Engineer**
- 1.1.5 The Contractor means **Bidder**
- 1.1.7 Commencement Date **Will be started within fourteen (14) days after signing of the Contract Agreement.**
- 1.1.9 Time for Completion **36 Months**
- 1.1.20 Engineer (mention the name along with the designation including whether he belongs to department or consultant) and other details **Mr. Shamsuddin Soomro
Assistant Executive Engineer
Spur Sub-Division Sukkur**
- 1.3 Documents forming the Contract listed in the order of priority:
- (a) The Contract Agreement
 - (b) Letter of Acceptance
 - (c) The completed Form of Bid
 - (d) Contract Data
 - (e) Conditions of Contract
 - (f) The completed Schedules to Bid including Schedule of Prices
 - (g) The Drawings
 - (h) The Specifications
- 2.1 Provision of Site: **On the Commencement Date**
- 3.1 Authorized person: **Assistant Executive Engineer
Spur Sub-Division Sukkur**
- 3.2 Name and address of Engineer's/
Procuring Agency's representative ----
- 4.4 Performance Security
Amount **5% of Bid**
Validity **(Valid upto the end of the project under the provisions of SPP Rules)**
- 5.1 Requirements for Contractor's design (if any): **Specification Clause No's _____**

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- 7.2 Programme:
Time for submission: **Within fourteen (14) days of the Commencement Date.**
Form of Programme: **Bar Chart identifying the critical activities.**

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

7.5 Early Completion

In case of earlier completion of the Work, the Contractor is entitled to be paid bonus up-to limit and at a rate equivalent to 50% of the relevant limit and rate of liquidated damages stated in the contract data. **Not applicable**

9.1 Period for remedying defects **36 Months**

10.2 (e) Variation procedures: ----

11.1 **Terms of Payments**

a) Mobilization Advance

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

- (i) on submission by the Contractor of a Mobilization Advance Guarantee for the full amount of the Advance in the specified form from a Scheduled Bank in Pakistan to the Procuring Agency;
- (ii) Contractor will pay interest on the mobilization advance at a rate of 10% per annum on the advance; and
- (iii) This Advance including the interest shall be recovered in 5 equal installments from the five (05) R.A bills and in case the number of bills is less than five (05) then 1/5th of the advance inclusive of the interest thereon shall be recovered from each bill and the balance together with interest be recovered from the final bill. It may be insured that the specified amount in the final bill to enable recovery of the Mobilization Advance.

OR

2) Secured Advance on Material

- (a) The Contractor shall be required to receive from the Procuring Agency Secured Advance against an INDEMNITY BOND in P W Account Form No. 31 (Fin. R. Form No. 2 acceptable to the Procuring Agency of such sum as the Engineer may consider proper in respect of non-perishable materials brought at the Site but not yet incorporated in the Permanent Works provided that:
 - (i) The materials are in accordance with the Specifications for the Permanent Works;
 - (ii) Such materials have been delivered to the Site and are properly stored and protected against loss or damage or deterioration to the satisfaction and verification of the Engineer but at the risk and cost of the Contractor;
 - (iii) The Contractor's records of the requirements, orders, receipts and use of materials are kept in a form approved by the Engineer, and such records shall be

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- available for inspection by the Engineer;
- (iv) The Contractor shall submit with his monthly statement the estimated value of the materials on Site together with such documents as may be required by the Engineer for the purpose of valuation of materials and providing evidence of ownership and payment therefore;
 - (v) Ownership of such materials shall be deemed to vest in the Procuring Agency and these materials shall not be removed from the Site or otherwise disposed of without written permission of the Procuring Agency;
 - (vi) The sum payable for such materials on Site shall not exceed 75% of the
 - (i) landed cost of imported materials, or
 - (ii) ex-factory/ex-warehouse price of locally manufactured or produced materials, or
 - (ii) market price of stands other materials;
 - (vii) Secured Advance should not be allowed unless & until the previous advance, if any, fully recovered;
 - (viii) Detailed account of advances must be kept in part of the monthly account bill; and
 - (ix) Secured Advance may be permitted only against materials quantities anticipated to be consumed / utilized on the work within a period of 12 months from the date of issue of secured advance and definitely for the quantities of materials for the entire work/contract
 - (b) Recovery of Secured Advance:
 - (i) Secured Advance paid to the Contractor under the above provisions shall be effected from the monthly statement on actual consumption basis, but not later than period specified in the contract not more than three months (even if unutilized); other conditions as specified in the contract.
 - (ii) As recoveries are made the outstanding accounts of the items concerned in Part II should be adjusted by making deduction entries in the column; "deduct quantity utilized in the work measured since previous bill," equivalent to the quantities of materials used by the contractor on items of work shown as executed in part I of the bill.
 - (c) Interim payments: The Contractor shall submit to the Engineer monthly statements of the estimated value of the work completed less the cumulative payments certified previously.
 - (i) The value of work completed comprises the value of the quantities of the items in the Bill of Quantities completed.
 - (ii) The value of secured advance on the materials and valuation of variations (if any).
 - (iii) Engineer may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.
 - (iv) Retention money and other advances are to be recovered from the bill submitted by contractor.
- 11.2 (a) Valuation of the Works:
- i) Lump sum price _____ (details), or
 - ii) Lump sum price with schedules of rates _____ (details), or
 - iii) Lump sum price with bill of quantities _____ (details), or
 - iv) Re-measurement with estimated/bid quantities in the Schedule of Prices or on premium above or below quoted on the rates mentioned in CSR _____ (details), or/and
 - v) Cost reimbursable _____ (details)

BIDDING DOCUMENT

11.3 Percentage of retention Three 03%

11.6 Currency of payment: Pak. Rupees

14.1 **Insurances:**

Type of cover

The Works

Amount of cover

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

Type of cover

Contractor's Equipment:

Amount of cover

Full replacement cost

Type of cover

Third Party-injury to persons and damage to property _____

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

Workers: _____

Other cover: _____

14.2 Amount to be recovered
Premium plus _____ percent (____ %).

15.3 Arbitration
Place of Arbitration: _____



BIDDING DOCUMENT

STANDARD FORMS

BIDDING DOCUMENT

FORM OF BID SECURITY (Bank Guarantee)

Guarantee No. _____
Executed on _____

(Letter by the Guarantor to the Procuring Agency)

Name of Guarantor (Scheduled Bank in Pakistan) with
address: _____

Name of Principal (Bidder) with
address: _____

Sum of Security (express in words and
figures): _____

Bid Reference No. _____ Date of Bid _____

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Bid and at the request of the said Principal, we the Guarantor above-named are held and firmly bound unto the _____, (hereinafter called The "Procuring Agency") in the sum stated above, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Bidder has submitted the accompanying bid dated _____ for Bid No. _____ for _____ (Particulars of Bid) to the said Procuring Agency; and

WHEREAS, the Procuring Agency has required as a condition for considering said bid that the **bidder** furnishes a bid security in the above said sum from a Scheduled Bank in Pakistan or from a foreign bank duly counter-guaranteed by a Scheduled Bank in Pakistan, to the procuring agency, conditioned as under:

- (1) That the bid security shall remain in force up to and including the date 28 days after the deadline for validity of bids as stated in the Instructions to bidders or as it may be extended by the procuring agency, notice of which extension(s) to the Surety is hereby waived;
- (2) That the bid security of unsuccessful bidders will be returned by the procuring agency after expiry of its validity or upon signing of the Contract Agreement; and
- (3) That in the event of failure of the successful bidder to execute the proposed Contract Agreement for such work and furnish the required Performance Security, the entire said sum be paid immediately to the said procuring agency pursuant to Clause 15.6 of the Instruction to bidders for the successful bidder's failure to perform.

NOW THEREFORE, if the successful bidder shall, within the period specified therefore, on the prescribed form presented to him for signature enter into a formal Contract with the said procuring agency in accordance with his bid as accepted and furnish within twenty eight (28) days of his being requested to do so, a Performance Security with good and sufficient surety, as may be required, upon the form prescribed by the said procuring agency for the faithful performance and proper fulfilment of the said Contract or in the event of non-withdrawal of the said bid within the time specified for its validity then this obligation shall be void and of no effect, but otherwise to remain in full force and effect.



BIDDING DOCUMENT

PROVIDED THAT the Surety shall forthwith pay the procuring agency, the said sum upon first written demand of the procuring agency (without cavil or argument) and without requiring the procuring agency to prove or to show grounds or reasons for such demand, notice of which shall be sent by the procuring agency by registered post duly addressed to the Surety at its address given above.

PROVIDED ALSO THAT the procuring agency shall be the sole and final judge for deciding whether the Principal (Bidder) has duly performed his obligations to sign the Contract Agreement and to furnish the requisite Performance Security within the time stated above, or has defaulted in fulfilling said requirements and the Surety shall pay without objection the said sum upon demand from the procuring agency forthwith and without any reference to the Principal (Bidder) or any other person.

IN WITNESS WHEREOF, the above bounden Surety has executed the instrument under its seal on the date indicated above, the name and seal of the Surety being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

WITNESS:

SURETY (Bank)

1. _____

Signature _____

Name _____

Corporate Secretary (Seal)

Title _____

2. _____

Corporate Guarantor (Seal)

Name, Title & Address

BIDDING DOCUMENT

FORM OF PERFORMANCE SECURITY (Bank Guarantee)

Guarantee No. _____
Executed on _____
Expiry date _____

[Letter by the Guarantor to the Procuring Agency]

Name of Surety (Bank) with Address: (Scheduled Bank in Pakistan)

Name of Principal (Bidder) with Address

Penal Sum of Security
Rupees. _____
(Rs. _____)

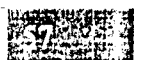
Letter of Acceptance No. _____ Dated _____

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the bidding documents and above said Letter of Acceptance (hereinafter called the Documents) and at the request of the said Principal we, the Guarantor above named, are held and firmly bound unto the _____ (hereinafter called the procuring agency) in the penal sum of the amount stated above for the payment of which sum well and truly to be made to the said procuring agency, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has accepted the procuring agency's above said Letter of Acceptance for _____ (Name of Contract) for the _____ (Name of Project).

NOW THEREFORE, if the Principal (Contractor) shall well and truly perform and fulfill all the undertakings, covenants, terms and conditions of the said Documents during the original terms of the said Documents and any extensions thereof that may be granted by the procuring agency, with or without notice to the Guarantor, which notice is, hereby, waived and shall also well and truly perform and fulfill all the undertakings, covenants terms and conditions of the Contract and of any and all modifications of said Documents that may hereafter be made, notice of which modifications to the Guarantor being hereby waived, then, this obligation to be void; otherwise to remain in full force and virtue till all requirements of Clause 49, Defects Liability, of Conditions of Contract are fulfilled.

Our total liability under this Guarantee is limited to the sum stated above and it is a condition of any liability attaching to us under this Guarantee that the claim for payment in writing shall be received by us within the validity period of this Guarantee, failing which we shall be discharged of our liability, if any, under this Guarantee.



BIDDING DOCUMENT

We, _____ (the Guarantor), waiving all objections and defenses under the Contract, do hereby irrevocably and independently guarantee to pay to the procuring agency without delay upon the procuring agency's first written demand without cavil or arguments and without requiring the procuring agency to prove or to show grounds or reasons for such demand any sum or sums up to the amount stated above, against the procuring agency's written declaration that the Principal has refused or failed to perform the obligations under the Contract which payment will be effected by the Guarantor to Procuring Agency's designated Bank & Account Number.

PROVIDED ALSO THAT the procuring agency shall be the sole and final judge for deciding whether the Principal (Contractor) has duly performed his obligations under the Contract or has defaulted in fulfilling said obligations and the Guarantor shall pay without objection any sum or sums up to the amount stated above upon first written demand from the procuring agency forthwith and without any reference to the Principal or any other person.

IN WITNESS WHEREOF, the above-bounden Guarantor has executed this Instrument under its seal on the date indicated above, the name and corporate seal of the Guarantor being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

WITNESS:

GUARANTOR (Bank)

1. _____

Signature _____

Name _____

Corporate Secretary (Seal)

Title _____

2. _____

Corporate Guarantor (Seal)

Name, Title & Address



BIDDING DOCUMENT

FORM OF CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT made on the _____ day of _____
between _____ of the one part and
_____ of the other part.

WHEREAS the Procuring Agency is desirous that certain works, viz _____ should
be executed by the Contractor and has accepted a bid by the Contractor for the execution and
completion of such works and the remedying of any defects therein.

NOW this Agreement witnesseth-- as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents after incorporating addenda, if any, except those parts relating to Instructions to bidders shall be deemed to form and be read and constructed as part of this Agreement, viz:
 - (a) The Letter of Acceptance;
 - (b) The completed Form of Bid alongwith Schedules to Bid;
 - (c) Conditions of Contract & Contract Data;
 - (d) The priced Schedule of Prices/Bill of Quantities (BoQ);
 - (e) The Specifications; and
 - (f) The Drawings.
3. In consideration of the payments to be made by the procuring agency to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the procuring agency to execute and complete the works and remedy defects therein in conformity and in all respects with the provisions of the contract.
4. Procuring agency hereby covenants to pay the contractor, in consideration of the execution and completion of the works as per provisions of the contract, the contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

BIDDING DOCUMENT

MOBILIZATION ADVANCE GUARANTEE

Bank Guarantee No. _____
Date _____

WHEREAS _____ (*hereinafter called the 'Procuring Agency'*) has entered into a Contract for _____ with _____ (*hereinafter called the "Contractor"*).

AND WHEREAS, the Procuring Agency has agreed to advance to the Contractor, at the Contractor's request, an amount of _____ Rupees (P _____) which amount shall be advanced to the Contractor as per provisions of the Contract.

AND WHEREAS, the Procuring Agency has asked the Contractor to furnish Guarantee to secure the mobilization advance for the performance of his obligations under the said Contract.

AND WHEREAS _____ (*Scheduled Bank in Pakistan*) (*hereinafter called the "Guarantor"*) at the request of the Contractor and in consultation of the Procuring Agency agreeing to make the above advance to the Contractor, has agreed to furnish the said Guarantee.

NOW KNOWINGLY AND VOLUNTARILY, the Guarantor hereby guarantees that the Contractor shall use the advance for the purpose of above mentioned Contract and if he fails and commits default in fulfilment of any of his obligations for which the advance payment is made, the Guarantor shall be liable to the procuring agency for payment not exceeding the aforementioned amount.

Notice in writing of any default, of which the procuring agency shall be the sole and final judge, on the part of the Contractor, shall be given by the procuring agency to the Guarantor, and on such first written demand, payment shall be made by the Guarantor of all sums then due under this Guarantee without any reference to the Contractor and without any objection.

This Guarantee shall remain in force until the advance is fully adjusted against payments from the Interim Payment Certificates of the Contractor or until _____ Date _____ whichever is earlier.

The Guarantor's liability under this Guarantee shall not in any case exceed the sum of _____ Rupees _____ (Rs _____).

This Guarantee shall remain valid up to the aforesaid date and shall be null and void after the aforesaid date or earlier if the advance made to the Contractor is fully adjusted against payments from Interim Payment Certificates of the Contractor provided that the Guarantor agrees that the aforesaid period of validity shall be deemed to be extended if on the above mentioned date the advance payment is not fully adjusted.

BIDDING DOCUMENT

WITNESS:

GUARANTOR

1.

Signature

Corporate Secretary (Seal)

Name

2.

Corporate Guarantor (Seal)

Title & Address

NOT APPLICABLE

BIDDING DOCUMENT

INDENTURE FOR SECURED ADVANCES

(For use in cases in which is contract is for finished work and the contractor has entered into an agreement for the execution of a certain specified quantity of work in a given time).

This INDENTURE made the day of 20..... BETWEEN (hereinafter called "the Contractor" which expression shall where the context so admits or implied be deemed to include his heirs, executors, administrators and assigns) of the one part and THE GOVERNOR OF SINDH (hereinafter called "the Government" of the other part).

WHEREAS by an agreement, dated (hereinafter called the said agreement, the contractor has agreed to perform the under-mentioned works (hereinafter referred to as the said work): -

(Here enter (the description of the works).

AND WHEREAS the contractor has applied to the for an advance to him of Rupees (Rs.) on the security of materials absolutely belonging to him and brought by him to the site of the said works the subject of the said agreement for use in the execution of such of the said works as he has undertaken to execute at rates fixed for the said works (inclusive of the cost of materials and labour and other charge) AND WHEREAS the Government has agreed to advance to the Contractor the sum of Rupees, (Rs.) on the security of materials the quantities and other particulars of which are detailed in the Running Account Bill (B) the said works signed by the contractor

in Form 17.A

On each covenants and conditions as are hereinafter contained and the Government has reserved to itself the option of marking any further advance or advances on the security of the materials brought by the Contractor to the site of the said works.

NOW THIS INDENTURE WTTNESSETH that in pursuance of the said agreement and in consideration of the sum of Rupees.....

(Rs.) on or before the execution of these presents paid to the Contractor by the Government (the receipt whereof the Contractor doth hereby acknowledge) and of such further advances (if any) as may be made to him as aforesaid (all of which advances are hereinafter collectively referred to as the said amount) the Contractor doth hereby assign unto the Government the said materials by way of security for the said amount

And doth hereby covenant and agree with the Government and declare ay follow :-

- (1) That the said sum of Rupees. RS.) so advanced by the Government to the Contractor as aforesaid and all or any further sum or sums which may be advanced as aforesaid shall be employed by the contractor in or towards expending the execution of the said works and for no other purpose whatsoever.
- (2) That the materials detailed in the said Running Account Bill (B) which have been offered to and accepted by (he Government as security for the said amount are absolutely by the Contractors own property free from encumbrances of any kind and the Contractor will not make any application for or receive a further advance on the security of materials which are not absolutely his own property and free from encumbrances of any kind and the contractor



BIDDING DOCUMENT

hereby agrees, at all times, to indemnify and save harmless the Government against all claims whatsoever to any materials in respect of which an advance has been made to him as aforesaid.

- (3) That the said materials detailed in the said Running Account Bill (B) and all other materials on the security of which any further advance or advances may hereafter be made as aforesaid (hereinafter called the said materials) shall be used by the Contractor solely in the execution of the said works in accordance with the directions of the Divisional Officer (hereinafter called the Divisional Officer) and in the terms of the said agreement.
- (4) That the Contractor shall make at his own cost all necessary and adequate arrangement for the proper watch, safe custody and protection against all risks of the said material and that until used in construction as aforesaid the said materials shall remain at the site of the said works in the Contractor's custody and at his own risk and on his own responsibility and shall at all times be open to inspection by the Divisional Officer or any officer authorized by him. In the event of the said materials of any part (hereof being stolen, destroyed or damaged or becoming deteriorated in a greater degree than is due to reasonable use and wear thereof Contractor will forthwith replace the same with other like materials of like quality or repair and make good the same as required by the Divisional Officer. The materials so brought to replace the said materials so repaired and made good shall also be considered as security for the said amount.
- (5) The said materials shall not be removed from the site of the said works except with the written permission of the Divisional Officer or an officer authorized by him in that behalf.
- (6) That the said advances shall be payable in full when or before the Contractor receives payment from the Government of the price payable to him for the said works under the terms and conditions of the said agreement PROVIDED THAT if any intermediate payments are made to the contractor on account of work done then on the occasion of each such payment the Government will be at liberty to make a recovery from the Contractor's Bill for such payment by deducting therefrom the value of the said materials (then actually used in the construction and in respect of which recovery has not been made previously the value for this purpose being determined in respect of each description of material at the rates at which the amount of the advances made under these presents were calculated.
- (7) If the Contractor shall at any time make any default in the performance or observation in any respect of any of the terms and provisions of the said agreement or of these presents the total amount of the advance or advances that may still be owing to the Government shall immediately on the happening of such default be repayable by the Contractor to the Government together with interest thereon at twelve percent per annum from the date or respective dates of such advance or advances to the date of repayment and with all costs, charges, damages and expenses incurred by the Government in or for the recovery thereof or the enforcement of this security or otherwise by reason of the default of the Contractor and any moneys so becoming due and payable shall constitute a debt due from the Contractor to the Government and the Contractor hereby covenants and agrees with the Government to repay and the same respectively to it accordingly.
- (8) That the Contractor hereby charges all the said materials with the repayment to the Government of the said sum of Rupees (Rs.) and any further sum or sums which may be advanced as aforesaid and all costs charges damages and expenses payable under these present

BIDDING DOCUMENT

PROVIDED ALWAYS and it is hereby agreed and declared that not, withstanding anything in the said agreement and without prejudice to the powers contained therein if and whether the covenant for payment and repayment hereinbefore contained shall become enforceable and the money owing shall not be paid to accordingly.

Once there with the Government may at any time thereafter adopt all or any of following courses as it may deem best ;-

- (a) Seize and utilize the said materials or any part thereof in the completion of the said works on behalf of the Contractor in accordance with the provisions in that behalf contained in the said agreement debiting the Contractor with the actual cost of effecting such completion the amount due in respect of advances under these presents and crediting the Contractor with the value of work done as he had carried it out in accordance with the said agreement and at the rates thereby provided. If the balance is against the Contractor he is to pay the same to the Government on demand.
- (b) Remove and sell by public auction the seized materials or any part thereof and out of the moneys arising from the sale retain all the sums aforesaid and pay over the surplus (if any) to the Government under these presents and pay over the surplus (if any) to the Government.
- (c) Deduct all or any part of the moneys owing to the Contractor under the said agreement or any sum due to the Contractor under the said agreement or any sum due to the Contractor under the said agreement.
- (9) That except as is expressly provided by the presents interest on the said advance shall not be payable.
- (10) That in the event of a conflict between the provisions of these presents and the said agreement the provisions of these presents shall prevail and in the event of any dispute or difference arising over the construction or effect of these presents the settlement of which has not been hereinbefore expressly provided for the same shall be referred to the Superintending Engineer/Executive District Officer/Officer one grade higher to officer signed the agreement Circle whose..... decision shall be final and the provisions of the Arbitration Act 1940 for the time being in force so far as they are applicable shall apply to any such reference.

Signed, Sealed and Delivered by in the presence
of:

Witness:

Witness:

(Name, Title and Address)

(Name, Title and Address)

SPECIFICATIONS

**Specifications can be seen in the office of the Executive Engineer
Barrage Division Sukkur on any working day during office hours.**

BIDDING DOCUMENT

DRAWINGS

**Drawings can be seen in the office of the Executive Engineer
Barrage Division Sukkur on any working day during office hours.**

SPPRA BIDDING DOCUMENT



GOVERNMENT OF SINDH IRRIGATION DEPARTMENT

- Name of Scheme :- REHABILITATION & RENOVATION OF SUMPWELL, WATER SUPPLY CONNECTION AND RESIDENTIAL BUILDING I/C DRAINAGE SYSTEM AND ROAD IN BARRAGE COLONY SUKKUR (A.D.P # 760 '2015-16')
- Name of Work :- PROVIDING AND FIXING IRON STEEL GRILL LEFT & RIGHT BANK WITH PAVERS WORK, CONSTRUCTION OF NEW ELECTRIC SUB-STATION & GARBAGE PIT IN BARRAGE TOWNSHIP SUKKUR.
- Name of Procuring Agency :- EXECUTIVE ENGINEER, BARRAGE DIVISION SUKKUR
- Document Issued :- M/s
to Government Contractor

Package No: 04

OCTOBER -- 2015

Cat: - C4

BIDDING DOCUMENT

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(III) FORM OF BID & SCHEDULES TO BID.....	22 – 39
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BIDDING DOCUMENT

INVITATION FOR BIDS

BIDDING DOCUMENT

OFFICE OF THE EXECUTIVE ENGINEER, BARRAGE DIVISION, SUKKUR.

No. TC/G-55/2597

of 2015,

Sukkur, Dated:

22/09/2015

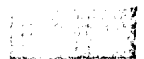
NOTICE FOR INVITING BIDS

The sealed bids are hereby invited from Government Contractors/firms registered with Pakistan Engineering Council Islamabad for the year 2015 and having license of Category C-1 for serial # 01 to 04, C-5 for serial # 05 & 06 and C-6 for serial # 07 under the latest SPPRA Rules for carryout the following works under Annual Development Programme-ADP & M&R.

S. No.	Name of Work	Cost in Million	Completion Period
	ADP No. 760		
1.	i. Repair & Renovation of Bungalow, i/c Construction of Boundary Wall alongwith Police Check Post & Paver work and 3 Nos. RCC Pillar with 2 Nos. Heavy Steel Doors In Barrage Township Sukkur. ii. Quotation of Non-scheduled Items for Repair & Renovation of Bungalow.	29.454	36 Months
2.	Renovation and Construction of Barrage Club & Turfing Lawns and Footpath in Barrage Township Sukkur.	35.719	-do-
3.	Construction of Asphalt Road in Barrage Township Sukkur.	35.186	-do-
4.	Providing and Fixing Iron Steel Grill Left & Right Bank with Pavers Work, Construction of New Electric Sub-Station & Garbage Pit in Barrage Township Sukkur.	42.564	-do-
5.	i. Construction of Filter Plan for Drinking Purpose, Providing & Laying New P.E Pipe & Renovation of Outdated Sewerage and Sumwell in Barrage Township Sukkur. ii. Quotation of Non-scheduled Items of Filter Plan for Dinking Purpose.	23.460	-do-
6.	Repair, Renovation of Goal Masjid & 02 Nos. Bungalow in Barrage Township Sukkur.	15.250	-do-
	M&R Work		
1.	Repair/Renovation of Ghar Inspection Bungalow.	1.600	12 Months

1. The intended Government Contractors/firms can purchase the separate set of bidding documents on non-refundable payment of Rs. 3000/- each upto 30.10.2015 at 12:00 P.M. The same will be received back on 02.11.2015 at 12:00 P.M and will be opened on same day at 01:00 P.M by the opening/evaluation committee constituted for the purpose in the presence of participants or representatives of the contractors/firms.
2. The bidder should submit earnest money at the rate of Rs. 2% (two) each against quoted bid price of the work in the shape of call deposit from any scheduled bank of Pakistan in favour of the undersigned and should be attached with bidding documents. In absence of requisite call deposit the bid offered by the Contractor/Firm will not be entertained.
3. Contractors/firms should have experience in similar nature of work.
4. The detail of works completed/ongoing on the same nature last five years should be attached.
5. List of works in progress indicating cost of each work and copy of letter of award of work.
6. Documentary evidence of work executed/works in progress and certificate of satisfactory completion of works by the employers.

Cont: P/02



BIDDING DOCUMENT

P/02

7. List of machinery and equipment's available with Contractor/Firm (Prove Ownership with evidence).
8. Bio-data of Engineers and Technical Staff working with the firm.
9. The applicant should be registered with Income Tax Department as well as Sindh Revenue Board and the same NTN and SRB certificates should be attached with the application, otherwise the application will not be entertained. Also copy of CNIC should be attached.
10. Undertaking on affidavit that firm is not involved in any litigation or abandoned any work in the Department.
11. Undertaking on affidavit to the effect that the firm/contractor have not been black listed previously by any executing agency.
12. Undertaking on affidavit that all documents/information provided by the contractor/firm are true and correct.
13. Complete postal address of the Contractor/Firm, Landline Number, Mobile Number & E-mail address.
14. Fresh Bank Certificate alongwith Statement of Bank duly checked by the Charter Accountant last three years.
15. No Conditional bid will be accepted.
16. The procuring agency has reserved the right to reject all or any bid without any reason under the provisions of SPPRA Rules-2010 with amendments issued by the SPPRA time to time.
17. In case of firm consortium list of partnership deed, giving full particulars of Directors/Proprietors or other connected alongwith power of attorney. In case of being sole proprietors such undertaking on affidavit be furnished.

--sd--

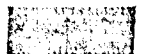
**EXECUTIVE ENGINEER
BARRAGE DIVISION SUKKUR**

Copy forwarded with compliments to:

1. The Managing Director Sindh Public Procurement Regulatory Authority Barrack # 8 Secretariat 4-A Court Road Karachi Tel: 021-99205369 for **hoisting on website**.
2. The Director Information and Public Relation Govt: of Sindh Block - 95 Sindh Secretariat 4B Opposite Sindh Assembly Building Karachi alongwith 07 copies for **publication in the (03) three leading newspapers**.
3. The Director Information Technology Department 1st Floor Building No. 06 Sindh Secretariat Kamal-Ata-Turk Road Karachi for **hoisting on website**.
4. The Chief Engineer Sukkur Barrage Left Bank Region Sukkur for favour of kind information.
5. The Superintending Engineer Khairpur Irrigation Circle Sukkur form favour of kind information.
6. The Executive Engineer (All) for information.
7. The Assistant Executive Engineer (All) for information.
8. Copy for Notice Board.

--sd--

**EXECUTIVE ENGINEER
BARRAGE DIVISION SUKKUR**



BIDDING DOCUMENT

INSTRUCTIONS TO BIDDERS

BIDDING DOCUMENT

INSTRUCTIONS TO BIDDERS

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BIDDING DOCUMENT

A. GENERAL

IB. 1 Scope of Bid & Source of Funds

1.1 Scope of Bid

The Procuring Agency as defined in the Bidding Data (“Executive Engineer Barrage Division Sukkur”) wishes to receive Bids for the Works summarized in the Bidding Data (“Providing and Fixing Iron Steel Grill Left & Right Bank with Pavers Work, Construction of New Electric Sub-Station & Garbage Pit in Barrage Township Sukkur”) (Package # 04).

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

1.2 Source of Funds

The Procuring Agency has arranged funds by Government of Sindh from ADP, which may be indicated accordingly in bidding data towards the cost of the Providing and Fixing Iron Steel Grill Left & Right Bank with Pavers Work, Construction of New Electric Sub-Station & Garbage Pit in Barrage Township Sukkur (A.D.P # 760 ‘2015-16’).

IB. 2 Eligible Bidders

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

- a) Duly licensed by the Pakistan Engineering Council (PEC) in the above mentioned appropriate category for value of work.
- b) Contractor should provide the documents quoted under and mentioned in the Notice for Invitation of Bids.
 - i) Contractors/firms should have experience in similar nature of work.
 - ii) The detail of works completed/ongoing on the same nature last five years should be attached.
 - iii) List of works in progress indicating cost of each work and copy of letter of award of work.
 - iv) Documentary evidence of work executed/works in progress and certificate of satisfactory completion of works by the employers.
 - v) List of machinery and equipment’s available with Contractor/Firm (Prove Ownership with evidence).
 - vi) Bio-data of Engineers and Technical Staff working with the firm.
 - vii) The applicant should be registered with Income Tax Department as well as Sindh Revenue Board and the same NTN and SRB certificates should be attached with the application, otherwise the application will not be entertained. Also copy of CNIC should be attached.
 - viii) Undertaking on affidavit that firm is not involved in any litigation or abandoned any work in the Department.
 - ix) Undertaking on affidavit to the effect that the firm/contractor have not been black listed previously by any executing agency.

BIDDING DOCUMENT

- x) Undertaking on affidavit that all documents/information provided by the contractor/firm are true and correct.
- xi) Fresh Bank Certificate alongwith Statement of Bank duly checked by the Charter Accountant last three years.
- xii) In case of firm consortium list of partnership deed, giving full particulars of Directors/Proprietors or other connected alongwith power of attorney. In case of being sole proprietors such undertaking on affidavit be furnished.

IB. 3 Cost of Bidding

- 3.1 The bidder shall bear all costs associated with the preparation and submission of its bid and the Procuring Agency will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process (SPP Rules 24 & 25)

B. BIDDING DOCUMENTS

IB. 4 Contents of Bidding Documents

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

1. Instructions to Bidders & Bidding Data
2. Form of Bid, Qualification Information & Schedules to Bid comprise on the following:
 - (i) Schedule A: Schedule of Prices/ Bill of Quantities (BoQ).
 - (ii) Schedule B: Specific Works Data
 - (iii) Schedule C: Works to be Performed by Subcontractors
 - (iv) Schedule D: Proposed Programme of Works
 - (v) Schedule E: Method of Performing Works
 - (vi) Schedule F: Integrity Pact (works costing Rs 10 million and above)
3. Conditions of Contract & Contract Data
4. Standard Forms:
 - (i) Form of Bid Security,
 - (ii) Form of Performance Security;
 - (iii) Form of Contract Agreement;
 - (iv) Form of Bank Guarantee for Advance Payment.
5. Specifications.
6. Drawings.

- 4.2 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 Bid Document will be rejected



BIDDING DOCUMENT

IB. 5 Clarification of Bidding Documents

- 5.1 A prospective bidder requiring any clarification(s) in respect of the Bidding Documents may notify to this Agency at the address indicated in the Bidding Data.
- 5.2 An interested bidder, who has obtained bidding documents, may request for clarification of contents of bidding documents in writing and procuring agency shall respond to such queries in writing within three calendar days, provided they are received at least five calendar days prior to the date of opening of bid (SPP Rule 23-1).

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

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

C. PREPARATION OF BIDS

IB. 7 Language of Bid

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

IB. 8 Documents Comprising the Bid

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



BIDDING DOCUMENT

IB. 9 Sufficiency of Bid

- 9.1 Each bidder shall satisfy himself before Bidding as to the correctness and sufficiency of his Bid and of the prices quoted/entered in the BoQ, which rates and prices shall except in so far as it is otherwise expressly provided in the Contract, cover all his obligations under the Contract and all matters and things necessary for the proper completion of the works.
- 9.2 The bidder is advised to obtain for himself at his own cost and responsibility all information that may be necessary for preparing the bid and entering into a Contract for execution of the Works.

IB. 10 Bid Prices, Currency of Bid and Payment

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

IB. 11 Documents Establishing Bidder's Eligibility and Qualifications

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

IB. 12 Documents Establishing Works' Conformity to Bidding Documents

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



BIDDING DOCUMENT

IB. 13 Bid Security

13.1 Each bidder shall furnish, as part of his bid, at the option of the bidder, a Bid Security as 02 percentage of bid price in Pak. Rupees in the form of Deposit at Call issued by a Scheduled Bank in Pakistan in favour of the Procuring Agency (**Executive Engineer Barrage Division Sukkur**).

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

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

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

13.5 The Bid Security may be forfeited:

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

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

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

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

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

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

14.5 Each bidder shall prepare Original and number of copies specified in the Bidding Data of the documents comprising the bid as described in IB.8 and clearly



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mark them "ORIGINAL" and "COPY" as appropriate. In the event of discrepancy between them, the original shall prevail.

- 14.6 The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign (in the case of copies, Photostats are also acceptable). This shall be indicated by submitting a written Power of Attorney authorizing the signatory of the bidder to act for and on behalf of the bidder. All pages of the bid shall be initialed and official seal be affixed by the person or persons signing the bid.
- 14.7 The Bid shall be delivered in person or sent by registered mail at the address to Procuring Agency as given in Bidding Data. Bidder shall indicate their full and proper address which notices may be legally served in them and which all correspondence in connection with their bids.

D. SUBMISSION OF BID

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

- 15.1 Bids must be received by the Procuring Agency at **Office of the Executive Engineer Barrage Division Sukkur** not later than **12 hours on 02.11.2015**.
- 15.2 The inner and outer envelopes shall
- (a) be addressed to the Procuring Agency at the address provided in the Bidding Data;
 - (b) bear the name and identification number of the Contract as defined in the Bidding and Contract Data; and
 - (c) provide a warning not to open before the specified time and date for Bid opening as defined in the Bidding Data.
 - (d) in addition to the identification required in 15.2, the inner envelopes shall indicate the name and address of the Bidder to enable the Bid to be returned unopened in case it is declared late.
 - (e) If the outer envelope is not sealed and marked as above, the Procuring Agency will assume no responsibility for the misplacement or premature opening of the Bid.
- 15.3 Bids submitted through telegraph, telex, fax or e-mail shall not be considered.
- 15.4 Any bid received by the Procuring Agency after the deadline for submission prescribed in Bidding Data will be returned unopened to such bidder.
- 15.5 Any bidder may modify or withdraw his bid after bid submission provided that the modification or written notice of withdrawal is received by the Procuring Agency prior to the deadline for submission of bids.
- 15.6 Withdrawal of a bid during the interval between the deadline for submission of bids and the expiration of the period of bid validity specified in the Form of Bid may result in forfeiture of the Bid Security pursuant to IB.13.5 (a).



BIDDING DOCUMENT

E. BID OPENING AND EVALUATION

IB.16 Bid Opening, Clarification and Evaluation (SPP Rules 41, 42 & 43)

16.1 The Procuring committee will open the bids, in the presence of bidders' representatives who choose to attend, at 01:00 pm, on 02.11.2015 in the Office of the Executive Engineer Barrage Division Sukkur.

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

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

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

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

(b) Arithmetical errors will be rectified on the following basis:

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

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

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

16.6 Any minor informality or non-conformity or irregularity in a Bid which does not constitute a material deviation (**major deviation**) may be waived by Procuring Agency, provided such waiver does not prejudice or affect the relative ranking of any other bidders.

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

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

(B) **Minor Deviations**

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

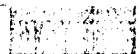
16.7 The Engineer/Procuring Agency will evaluate and compare only the bids previously determined to be substantially responsive pursuant to IB.16.4 to 16.6 as per requirements given hereunder. Bids will be evaluated for complete scope of works. The prices will be compared on the basis of the Evaluated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

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

16.8 **Evaluated Bid Price**

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

- (i) Making any correction for arithmetic errors pursuant to IB.16.1 hereof.
- (ii) Discount, if any, offered by the bidders as also read out and recorded at the time of bid opening.



BIDDING DOCUMENT

- (iii) Excluding provisional sums and the provisions for contingencies in the Bill of Quantities if any, but including Day work, where priced competitively.
- (iv) Making an appropriate adjustment for any other acceptable variation or deviations.

16.9 The estimate effect of the price adjustment provisions of the condition of contract, applied over the period of execution of the contract, shall not be taken into account in Bid evaluation.

16.10 If the Bid of 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 analysis 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 is authorized to accept or not accept unbalanced amount against the estimate.

IB.17 **Process to be Confidential**

17.1 Subject to IB.16.3 heretofore, no bidder shall contact Engineer/Procuring Agency on any matter relating to its Bid from the time of the Bid opening to the time the bid evaluation result is announced by the Procuring Agency. The evaluation result shall be announced at least seven (07) days prior to award of Contract (SPP Rule 45). The announcement to all bidders will include table(s) comprising read out prices discounted prices, price adjustments made, final evaluated prices and recommendations against all the bids evaluated.

17.2 Any effort by a bidder to influence Engineer/Procuring Agency in the Bid evaluation, Bid comparison or Contract Award decisions may result in the rejection of his Bid. Whereas any bidder feeling aggrieved, may lodge a written complaint to Complaint Redressal Committee as per terms and conditions mentioned in SPP Rules 31 & 32. However, mere fact of lodging a complaint shall not warrant suspension of procurement process.

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

- (i) "Coercive 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, indirectly or directly, 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



BIDDING DOCUMENT

mislead, a party to obtain a financial or other benefit or to avoid an obligation;

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

F. AWARD OF CONTRACT

IB. 18. Post Qualification

- 18.1 The Procuring Agency, at any stage of the bid evaluation, having credible reasons for or prima facie evidence of any defect in contractor's capacities, may require the contractors to provide information concerning their professional, technical, financial, legal or managerial competence whether already pre-qualified or not:

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

- 18.2 The determination will take into account the bidder's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the bidders' qualifications submitted under B.11, as well as such other information required in the Bidding Documents.

IB. 19. Award Criteria & Procuring Agency's Right

- 19.1 Subject to IB.19.2, the Procuring Agency will award the Contract to the bidder whose bid has been determined to be substantially responsive to the Bidding Documents and who has offered the lowest evaluated Bid Price, provided that such bidder has been determined to be qualified to satisfactory perform the Contract in accordance with the provisions of the IB.18.

- 19.2 Notwithstanding IB.19.1, the Procuring Agency reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of Contract, without thereby incurring any liability to the affected bidders or any obligation to inform the affected bidders of the grounds for the Procuring Agency's action except that the grounds for its rejection of all bids shall upon request be communicated, to any bidder who submitted a bid, without justification of the grounds. Notice of the rejection of all the bids shall be given promptly to all the bidders (SPP Rule 25).



BIDDING DOCUMENT

IB. 20 Notification of Award & Signing of Contract Agreement

- 20.1 Prior to expiration of the period of bid validity prescribed by the Procuring Agency, the Procuring Agency will notify the successful bidder in writing ("Letter of Acceptance") that his bid has been accepted (SPP Rule 49).
- 20.2 Within seven (07) days from the date of furnishing of acceptable Performance Security under the Conditions of Contract, the Procuring Agency will send the successful bidder the Form of Contract Agreement provided in the Bidding Documents, incorporating all agreements between the parties.
- 20.3 The formal Agreement between the Procuring Agency and the successful bidder duly stamped at rate of **0.30%** of bid price (updated from time to time) stated in Letter of Acceptance shall be executed within seven (07) days of the receipt of Form of Contract Agreement by the successful bidder from the Procuring Agency.

IB. 21 Performance Security

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

IB. 22 Integrity Pact

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

BIDDING DOCUMENT

BIDDING DATA

BIDDING DOCUMENT

BIDDING DATA

Instructions of Bidders

Clause Reference

- 1.1 Name of Procuring Agency **Executive Engineer Barrage Division Sukkur**
- Brief Description of Work **Providing and Fixing Iron Steel Grill Left & Right Bank with Pavers Work, Construction of New Electric Sub-Station & Garbage Pit in Barrage Township Sukkur (Package # 4).**
- 5.1 (a) Procuring Agency's address **Office of the Executive Engineer Barrage Division Sukkur Tel. 071-5612432 Fax. 071-5805284**
- (b) Engineer's address **Syed Fayyaz Hussain Shah Executive Engineer Barrage Division Sukkur Tel. 071-5612432 Fax. 071-5805284**
- 10.3 Bid shall be quoted entirely in Pak. Rupees. The payment shall be made in Pak. Rupees.
- 11.2 The bidder has the financial, technical and constructional capability necessary to perform the Contract as follows:
i. Financial capacity:
ii. Technical capacity:
iii. Construction Capacity:
- 12.1 (a) A detailed description of the Works, essential technical and performance characteristics.
- (b) Complete set of technical information, description data, literature and drawings as required in accordance with Schedule B to Bid, Specific Works Data. This will include but not be limited to a sufficient number of drawings, photographs, catalogues, illustrations and such other information as is necessary to illustrate clearly the significant characteristics such as general construction dimensions and other relevant information about the works to be performed.
- 13.1 Amount of Bid Security **02% of Bid Price.**
- 14.1 Period of Bid Validity **60 Days**
- 14.4 Number of Copies of the Bid to be submitted: **One Original plus One copy.**
- 14.6 (a) Procuring Agency's Address for the Purpose of Bid Submission **Office of the Executive Engineer Barrage Division Sukkur**

BIDDING DOCUMENT

15.1 Deadline for Submission of Bids Time 12 hours on 02.11.2015

16.1 Venue, Time, and Date of Bid Opening

Venue:	Office of the Executive Engineer Barrage Division Sukkur
Time	01 pm
Date	02.11.2015

16.4 Responsiveness of Bids

(i) Bid is valid till required period,

(ii) Bid prices are firm during currency of contract/Price adjustment;

(a) Fixed Price contract: In these contracts no escalation will be provided during currency of the contract and normally period of completion of these works is upto 12 months.

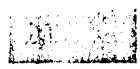
(b) Price adjustment contract: In these contracts escalation will be paid only on those items and in the manner as notified by Finance Department, Government of Sindh, after bid opening during currency of the contract.

iii) Completion period offered is within specified limits.

iv) Bidder is eligible to Bid and possesses the requisite experience, capability and qualification.

v) Bid does not deviate from basic technical requirements and

vi) Bids are generally in order, etc.



BIDDING DOCUMENT

FORM OF BID



BIDDING DOCUMENT

FORM OF BID

Bid Reference No. : - Providing and Fixing Iron Steel Grill Left & Right Bank with Pavers Work, Construction of New Electric Sub-Station & Garbage Pit in Barrage Township Sukkur (PACKAGE # 4)

To,

EXECUTIVE ENGINEER,
BARRAGE DIVISION SUKKUR.

Gentlemen,

1. Having examined the Bidding Documents including Instructions to Bidders, Bidding Data, Conditions of Contract, Contract Data, Specifications, Drawings, if any, Schedule of Prices and Addenda Nos. _____ for the execution of the above-named works, we, the undersigned, being a company doing business under the name of and address _____ and being duly incorporated under the laws of Pakistan hereby offer to execute and complete such works and remedy any defects therein in conformity with the said Documents including Addenda thereto for the Total Bid Price of Rs _____ (Rupees _____) or such other sum as may be ascertained in accordance with the said Documents.
2. We understand that all the Schedules attached hereto form part of this Bid.
3. As security for due performance of the undertakings and obligations of this Bid, we submit herewith a Bid Security in the amount of _____ drawn in your favour or made payable to you and valid for a period of twenty eight (28) days beyond the period of validity of Bid.
4. We undertake, if our Bid is accepted, to commence the Works and to deliver and complete the Works comprised in the Contract within the time(s) stated in Contract Data.
5. We agree to abide by this Bid for the period of _____ days from the date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
6. Unless and until a formal Agreement is prepared and executed, this Bid, together with your written acceptance thereof, shall constitute a binding contract between us.
7. We undertake, if our Bid is accepted, to execute the Performance Security referred to in Conditions of Contract for the due performance of the Contract.
8. We understand that you are not bound to accept the lowest or any bid you may receive.
9. We do hereby declare that the Bid is made without any collusion, comparison of figures or arrangement with any other person or persons making a bid for the Works.



BIDDING DOCUMENT

Dated this _____ day of _____, 20

Signature _____

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

(Name of Bidder in Block Capitals)

(Seal)

Address

Witness:

(Signature) _____

Name: _____

Address: _____



BIDDING DOCUMENT

SCHEDULES TO BID INCLUDE THE FOLLOWING:

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



BIDDING DOCUMENT

SCHEDULE – A TO BID

SCHEDULE OF PRICES – SUMMARY OF BID PRICES

Bill No.	Description	Total Amount (Rs.)
1.	Providing fixing Iron Steel Grill Left Bank & Right Bank with Pavers Work. (Package # 4)	
2.	Constructing 04 Nos. Room at Electric Sub-Station in Barrage Township Sukkur. (Package # 4)	
3.	Constructing Boundary Wall along Electric Sub-Station in Barrage Township Sukkur. (Package # 4)	
4.	Garbage Pit in Barrage Township Sukkur. (Package # 4)	
	TOTAL BID PRICE: -	



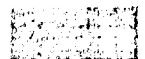
BIDDING DOCUMENT

SCHEDULE -- A TO BID

SCHEDULE OF PRICES

Bill No. 1 PROVIDING FIXING IRON STEEL GRILL LEFT BANK & RIGHT BANK WITH PAVERS WORK. (PACKAGE # 4).

Item No.	Description	Quantity	Unit	Rate	Total Amount
1	Dismantling Cement / Concrete (1:2:4) (P-10) (I-40)	5000.0	% Cft	3327.25	1663625
2	Excavation in foundation of building bridges and other structure including dag belling dressing refilling around structure with excavated earth ramming (b) in ordinary soil. (P-4) (I-18)	7500.0	% Cft	3176.26	23822
3	Cement concrete plain including placing computing finishing and curring compute (including screening and washing @ stone aggregate without shuttering) (1:2:4). (P-16) (I-5)	6250.0	% Cft	14429.25	901828
4	Fabrication of mild Steel reinforcement for cement concrete including cutting bending laying in position making joints and fastening including cost of binding wire (also includes removal of rust). (P-7) (I-80)	105.04 Cwt	P-Cwt	5001.70	525379
5	Reinforcement Cement concrete work including all labour and material except the cost of Steel reinforcement and its Labour for binding and binding which will be paid Separately. This rate also includes all kinds of forms moulds lifting shuttering curring rendering and finishing the exposed surface (including) screening and washing of shingle.	1501.50	P-Cwt	337	506006
6	Errection and removal of centering for R.C.C. or plain cement concrete work of deodar wood 2 nd Class. Vertical	7007.0	% Sqt	7000	490490
7	Providing and fixing iron Steel grill using Solid Square bars of size ½" x ½" placed at 4" including Circle Shape @ 1.0 apart equivalent fitted with pins including painting 3 Coats with 18 Coat of red oxide paint etc. (P-94) (I-30)	17130	P-Sqt	194.16	3325961
8	Cement Plaster (1:3) up to 120 ft hight.	7007.0	% Sqt	2795.30	195867
9	Providing and laying tiles glazed 6"x6"x1/4" on floor or wall facing in required colour and a patten of Stile specification jointed in white cement and pigment over a base of 1:2 grey cement mortar ¾" thick including washing and filling of joints with slawry of white cement and pigment in desired shape with finishing clearing and cost of wax. Polish etc complete including cutting tiles to proper tile.	7007.0	% Sqt	30509.77	2137820



BIDDING DOCUMENT

Item No.	Description	Quantity	Unit	Rate	Total Amount
10	Providing and fixing cement paving blocks. Flooring having size of 197x197x50 (mm) if city guddra, Cable shape with pigment having streng in Between 5000 P.S.I to 8500 psi i/c gilling the joints with Hill sand and laying in specified manner / pattern and design etc. complete.	44000	P-Sqt	248.17	10919480
SUB-TOTAL: -					1,91,93,016
Percentage Quoted % Above/Below on the Prices of Items Based On Composite Schedule of Rates Rs.					
TOTAL: -					
(Rupees _____)					



BIDDING DOCUMENT

SCHEDULE – A TO BID

SCHEDULE OF PRICES

Bill No. 2 CONSTRUCTING 04 NOS. ROOM AT ELECTRIC SUB-STATION IN BARRAGE TOWNSHIP SUKKUR. (PACKAGE # 4).

Item No.	Description	Quantity	Unit	Rate	Total Amount
1	Dismantling RCC roof complete with mud plaster including separating reformatting cleaning & straightening the same. (I:3). (P-11) (I-26)	433.20	% Cft	756.25	3276
2	Dismantling brick work in lime or cement mortar. (P-10) (I-13)	1627.50	% Cft	1285.63	20924
3	Dismantling cement concrete plain. (1:2:4) (P-10) (I-19c)	417.36	% Cft	3327.50	13888
4	Barrow pit excavation un-dressed lead up to 100ft (a) ordinary soil. (P-1) (I-3)	12000.0	%OCft	2117.50	25410
5	Carriage of 100cft/ 5tons of all material like stone aggregate spawl coal lime surkhi etc. B.G rail fasting point and crossing bridge. Girders pipes, steel rails. M.S bars all or 1000 Nos. bricks 12"x6"x2" or 150cft of timber or 100 mounds of fuel wood by trucks or any other means by contractor.	12000.0	% Cft	579.41	69529
6	Excavation in foundation of building, bridges and other structures including dag belling dressing, refilling around structures with excavated earth, watering and ramming, lead upto 5ft in ordinary soil. (P-4) (I-18)	1605.0	%O Cft	3176.25	5097
7	Cement concrete plain i/c placing compacting, finishing and curing complete (including screening and washing at stone aggregate without shuttering (1:4:8). (P-16) (I-5)	802	% Cft	11288.75	90535
8	Cement concrete plain including placing finishing and screening complete (including) screening and washing at stone aggregate without shattering. (1:2:4). (P-16) (I-5)	401.25	% Cft	14429.25	57897
9	Pacca brick work in foundation and plinth in cement sand mortar. (P-20) (I-4)	1284.0	% Cft	13802.71	177223
10	Fabrication of mile steel reinforcement for cement concert including cutting, bending, laying in position making joints and fastening including cost of binding wire also including removal of rest from. (P-17) (I-8)	12.40	P.Cwt	5001.70	62021
11	Reinforced cement concert work including all labor and material except the cost of steel reinforced and its labor for binding & binding which will be paid separately. His rates also i/c all kinds of forms mould lifting shuttering carriage rendering and finishing the exposed surface i/c screening & washing or shingle.	241.82	P.Cft	337.0	81493

BIDDING DOCUMENT

Item No.	Description	Quantity	Unit	Rate	Total Amount
12	Pacca brick other than building striking of joints up to 20ft height in cement sand mortar (1:2).	2688.80	% Cft	14201.0	381836
13	First class tiles roofing consisting of 4" earth and 1" mud plaster with goobri leaping over ½" thick cement plaster 1:6 with 34lbs of hot bitumen coating sand blinded providing over 2 layer of tiles 12"x6"x1" ¼" laid in 1:6 cement mortar with ½" thick sand with layer of 1:6 cement mortar i/c 1:2 cement pointing under side of tiles complete i/c curing etc	768.0	% Sqt	11443.10	87883
	Girder	21.21	P.Cwt	3850.0	81659
	T-Iron	20.63	P.Cwt	3575.0	7375225
14	Filling, watering and ramming earth in floors with surplus earth from foundation lead upto one chain and lift upto 5feet. (P-4)(I-21)	2304.0	%O Cft	1512.50	34848
15	Rain water down pipe cast iron heads fixed in place including cost of clamp hold fast and painting. (P-37)(I-23)	6	Each	873.29	5240
16	Cement concrete plain including placing finishing and screening complete (including) screening and washing at stone aggregate without shattering. (1:2:4). (P-16) (I-5)	253.44	% Cft	14429.25	36569
17	Cement Plaster (1:3) up to 20' height ¾" thick.	2356.0	% Sqt	2795.30	65857
18	Cement Plaster (1:2).	2356.0	% Sqt	3056.62	72014
19	Cement pointing struck joints on wall ratio (1:2).	1559.0	% Sqt	1287.44	20071
20	White glazed tiles 1/4" thick dado jointed in white cement and laid over 1:2 cement sand mortar 3/4" thick including finishing. (P-45)(I-37)	1088.0	% Sft	28253.61	307399
21	Providing and laying tiles glazed 6"x6"x1/4" on floor or wall facing in required color and pattern of stile specification joints in white cement and pigment over a base of 1:2 grey cement mortar ¾" thick i/c washing & filling of joints with salary of white cement and pigment in desired shape, with finishing clearing and cost of wax polish etc complete i/c cutting tiles to proper profile. (P-47)(I-60)	390.0	% Sqt	30509.77	118988
22	Supplying & fixing false ceiling of plaster of pairs in penels i/c making frame work of deodar wood i/c painting with soligia paint. (P-64)(I-52)	768.0	% Sqt	25293.42	194253
23	Supplying & fixing in position aluminum channels forming for sliding window & ventilator of Aleop mad with 5mm thick tinted class glazing (Belgium) & aluminum fly screen i/c handles stop wares and locking arrangement etc complete. (P-108)(I-84)	204.0	P.Sqt	1647.69	3364
24	Preparing surface & painting with emulsion paint. (P-72)(I-29)	1664.0	% Sqt	1305.37	21721

BIDDING DOCUMENT

Item No.	Description	Quantity	Unit	Rate	Total Amount
25	Providing and fixing europen white glazed earth ware down W.C pan complete with and i/c the cost of white black brass hinge and buffers 3 gallons white glazed earthen ware low level focusing cistern with siphon fitting 1-½"dia and making request number of holes in walls plinth and floor gar pipe connection and making good in cement concert. (P-2)(I-5)	2	Each	11477.40	22955
26	Supplying & fixing fiber glass tank of approved quality and design and wall thickness as specified i/c cost of nuts bolts and fixing in plat form of cement concrete (1:3:6) and making connections for in let and out let and over flow pipes etc complete 500 gallons wall thickness 4.5mm. (P-21)(I-3e)	1	Each	37505.42	37505
SUB-TOTAL: -					94,74,671
Percentage Quoted % Above/Below on the Prices of Items Based On Composite Schedule of Rates Rs.					
TOTAL: -					
(Rupees _____)					



BIDDING DOCUMENT

SCHEDULE – A TO BID

SCHEDULE OF PRICES

Bill No. 3 CONSTRUCTING BOUNDARY WALL ALONG ELECTRIC SUB-STATION IN BARRAGE TOWNSHIP SUKKUR. (PACKAGE # 4)

Item No.	Description	Quantity	Unit	Rate	Total Amount
1	Excavation in foundation of building, bridges and other structures including dag belling dressing, refilling around structures with excavated earth, watering and ramming, lead upto 5ft in ordinary soil	3600.0	% Cft	3176.25	114345
2	Cement concrete plain i/e placing compacting, finishing and curing complete (including screening and washing at stone aggregate without shuttering (1:4:8)	2500.0	% Cft	11288.75	282219
3	Random, Rubble masonry (un coursed). in cement sand mortar, ratio (1:3). 1:4:8). (P-27) (I-1)	2000.0	% Cft	19757.03	395141
4	Coursed Rabble masonry including hammer dressing in cement sand mortar ratio (1:3). (P-27) (I-2)	2000.0	% Cft	27126	542520
5	Fabrication of mile steel reinforcement for cement concert including cutting, bending, laying in position making joints and fastening including cost of binding wire also including removal of rest from)	34.52	P.Cwt	5001.70	172659
6	Reinforced cement concert work including all labor and material except the cost of steel reinforced and its labor for binding & binding which will be paid separately. His rates also i/c all kinds of forms mould lifting shuttering carriage rendering and finishing the exposed surface i/c screening & washing or shingle. (a) R.C. work in roof, slab, beam, columns rafts, lintels & other structural numbers laid in position complete in all respect. (1) Ration (1:2:4)	800.0	P.Cft	337	269600
7	Pacca brick work other than building striking of joints up to 20ft height in cement sand mortar (1:2). (P-22) (I-7)	4528.0	% Cft	14201	643021
8	Cement Plaster (1:3) up to 20' height ¾" thick.	4006.80	% Sft	2795.30	112002
9	Cement Plaster (1:2).	4006.80	% Sft	3056.62	122473
10	Cement pointing struck joints on wall ratio (1:2).	4006.80	% Sft	1030.98	41309
11	Providing and laying 1" thick topping cement concrete (1:2:4) including surface finishing in dividing into panel. (P-42) (I-16d)	452.0	% Sft	4411.82	19941

BIDDING DOCUMENT

Item No.	Description	Quantity	Unit	Rate	Total Amount
12	Providing & Fixing glass strips 4mm for flooring upto 1" depth i/c fixing in flooring with cement in specified pattern & design. (P-50) (I-75)	452.0	P.Sft	11.16	5044
13	White wash or color wash.	4006.80	% Sft	75.63	3030
14	Providing and fixing iron collapsible gate with channels framing of section 3/4"x5/16" at " i/c revitted with 3/4"x1/8" flat iron patti placed diagonally and provided with top & bottom T-section 1"x1"x1/8" along with rollers also i/c locking or arrangement and fixing in floor/ceiling or wall etc complete. (P-94) (I-32)	100.0	P.Sft	387.04	38704
15	Painting guard bars, gates iron bars gratings, railings including standard braces (etc) and similar open work. (P-69) (I-4d)	200.0	% Sft	674.60	1349
16	Providing & Fixing cement paving blocks flooring having size of (197x97x80mm) of city/ dudra/ cobble shape with pigmented having strength b/w 5000 psi to 8500 psi i/c filling the joints with hill sand and laying in specified manner/ patter and design etc complete. (P-50) (I-74)	14790	P.Sft	248.17	3670434
SUB-TOTAL: -					63,75,732
Percentage Quoted % Above/Below on the Prices of Items Based On Composite Schedule of Rates Rs.					
TOTAL: -					
(Rupees _____)					



BIDDING DOCUMENT

SCHEDULE – A TO BID

SCHEDULE OF PRICES

Bill No. 4 GARBAGE PIT IN BARRAGE TOWNSHIP SUKKUR.
(PACKAGE # 4)

Item No.	Description	Qty	Unit	Rate	Total Amount
01.	Excavation in founding of building bridges and other structure including dag belling dressing, rifling around structure with excavated earth watering and ramming lead up to cft (P-4 / I-18b)	176	%o Cft	3176.25	559.02
02.	Cement concrete or stone ballast 1½” to 2” gauge (1:4:8). (P-15 / I-1b)	44	% Cft	9416.28	4143.16
03.	Cement concrete Plain i/c placing compacting finishing (1:2:4) (P-16 / I-5f)	66	% Cft	14429.25	9523
04.	Pacca brick work in foundation in plinth cement sand mortar 1:4 (P-19 / I-4c).	149.16	% Cft	12501.41	18647
05.	Barrow pit excavation undressed lead up to 100ft (P-1 / I-3a)	360	%o Cft	2117.50	762.3
06.	Carriage of 100 cft 5 tons all material like stone aggregate, spawl, coal, lime, surki etc. B.G rail fastening points and crossing bridge, girders pipes, sheet rail M.S bars all or 1000 Nos. bricks 10”x5”x3” or 1000 Nos. tiles 12”x6”x2” or 150 cft or timber or 100 maurds of fuel wood by trucks way other means by the contractor. 3 mile	360	% Cft	771.96	2779
07.	Cement concrete Plain i/c placing compacting finishing (1:2:4) (P-16 / I-5f)	60	% Cft	14429.25	8657.55
08.	Pacca brick work in other than building in cement sand mortar 1:4 (P-22 / I-7 c).	156.75	% Cft	12899.70	20220
09.	Cement Plaster 1:2 upto 12ft. height ¾” thick. (P-52 / I-9c)	682	% Cft	3056.62	20846
10.	Providing and fixing in position door and windows and ventilator for firs class deodar wood frames 1 1/2" thick and teak wood ply Shulters of forst class deodar wood skelton (Solid) Stiled and ply wood stiled and rails core of Partal wood and teak ply wood (3 Ply) on both sides including hold fasts hinges al-drops Iron Tower Bolts handles Cleats with Cord etc. Complete.(P-64 / I-51)	18	P. Sft	1245.96	22427
SUB-TOTAL: -					1,08,564
Percentage Quoted % Above/Below on the Prices of Items Based On Composite Schedule of Rates Rs.					
TOTAL: -					
(Rupees _____)					

BIDDING DOCUMENT

SCHEDULE – B TO BID

SPECIFIC WORKS DATA



BIDDING DOCUMENT

SCHEDULE – C TO BID

WORKS TO BE PERFORMED BY SUBCONTRACTORS

Not applicable,
the bidder will do all work with his own forces.

BIDDING DOCUMENT

SCHEDULE – D TO BID

PROPOSED PROGRAMME OF WORKS

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



BIDDING DOCUMENT

SCHEDULE – E TO BID

METHOD OF PERFORMING WORKS

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

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



BIDDING DOCUMENT

CONDITIONS OF CONTRACT



BIDDING DOCUMENT

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CONDITIONS OF CONTRACT

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BIDDING DOCUMENT

CONDITIONS OF CONTRACT

1. GENERAL PROVISIONS

1.1 Definitions

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

The Contract

1.1.11 “**Contract**” means the Contract Agreement and the other documents listed in the Contract Data.

1.1.2 “**Specifications**” means the document as listed in the Contract Data, including Procuring Agency’s requirements in respect of design to be carried out by the Contractor (if any), and any Variation to such document.

1.1.3 “**Drawings**” means the Procuring Agency’s drawings of the Works as listed in the Contract Data, and any Variation to such drawings.

Persons

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

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

1.1.6 “**Party**” means either the Procuring Agency or the Contractor.

Dates, Times and Periods

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

1.1.8 “**Day**” means a calendar day

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

Money and Payments

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



BIDDING DOCUMENT

Other Definitions

- 1.1.11 **“Contractor’s Equipment”** means all machinery, apparatus and other things required for the execution of the Works but does not include Materials or Plant intended to form part of the Works.
- 1.1.12 **“Country”** means the Islamic Republic of Pakistan.
- 1.1.13 **“Procuring Agency’s Risks”** means those matters listed in Sub-Clause 6.1.
- 1.1.14 **“Force Majeure”** means an event or circumstance which makes performance of a Party’s obligations illegal or impracticable and which is beyond that Party’s reasonable control.
- 1.1.15 **“Materials”** means things of all kinds (other than Plant) to be supplied and incorporated in the Works by the Contractor.
- 1.1.16 **“Plant”** means the machinery and apparatus intended to form or forming part of the Works.
- 1.1.17 **“Site”** means the places provided by the Procuring Agency where the Works are to be executed, and any other places specified in the Contract as forming part of the Site.
- 1.1.18 **“Variation”** means a change which is instructed by the Engineer/Procuring Agency under Sub-Clause 10.1.
- 1.1.19 **“Works”** means any or all the works whether Supply, Installation, Construction etc. and design (if any) to be performed by the Contractor including temporary works and any variation thereof.
- 1.1.20 **“Engineer”** means the person notified by the Procuring Agency to act as Engineer for the purpose of the Contract and named as such in Contract Data.

1.2 Interpretation

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

1.3 Priority of Documents

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

1.4 Law

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



BIDDING DOCUMENT

1.5 Communications

All Communications related to the Contract shall be in English language.

1.6 Statutory Obligations

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

2. THE PROCURING AGENCY

2.1 Provision of Site

The Procuring Agency shall provide the site and right of access thereto at the times stated in the Contract Data.

Site Investigation Reports are those that were included in the bidding documents and are factual and interpretative reports about the surface and subsurface conditions at the Site.

2.2 Permits etc.

The Procuring Agency shall, if requested by the Contractor, assist him in applying for permits, licenses or approvals which are required for the Works.

2.3 Engineer's/Procuring Agency's Instructions

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

2.4 Approvals

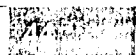
No approval or consent or absence of comment by the Engineer/Procuring Agency shall affect the Contractor's obligations.

3. ENGINEER'S/PROCURING AGENCY'S REPRESENTATIVES

3.1 Authorized Person

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

Assistant Executive Engineer will act on behalf of Executive Engineer/Procuring Agency.



BIDDING DOCUMENT

3.2 Engineer's/Procuring Agency's Representative

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

4. THE CONTRACTOR

4.1 General Obligations

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

4.2 Contractor's Representative

The Contractor shall appoint a representative at site on full time basis to supervise the execution of work and to receive instructions on behalf of the Contractor but only after obtaining the consent of the Procuring Agency for such appointment which consent shall not be withheld without plausible reason(s) by the Procuring Agency. Such authorized representative may be substituted/replaced by the Contractor at any time during the Contract Period but only after obtaining the consent of the Procuring Agency as aforesaid.

4.3 Subcontracting

The Contractor shall not subcontract the whole of the works. The Contractor shall not subcontract any part of the works without the consent of the Procuring Agency.

4.4 Performance Security

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

5. DESIGN BY CONTRACTOR

5.1 Contractor's Design

The Contractor shall carry out design to the extent specified, as referred to in the Contract Data. The Contractor shall promptly submit to the Engineer/Procuring Agency all designs prepared by him, within fourteen (14) days of receipt the Engineer/Procuring Agency shall notify any comments or, if the design submitted is not in accordance with the Contract, shall reject it stating the reasons.

Contractor shall not construct any element of the works designed by him within fourteen (14) days after the design has been submitted to the Engineer/Procuring Agency or which has been rejected. Design that has been rejected shall be promptly amended and resubmitted. The Contractor shall resubmit all designs commented on taking these comments into account as necessary.



BIDDING DOCUMENT

5.2 Responsibility for Design

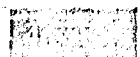
The Contractor shall remain responsible for his bided design and the design under this Clause, both of which shall be fit for the intended purposes defined in the Contract and he shall also remain responsible for any infringement of any patent or copyright in respect of the same. The Engineer/Procuring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

6. PROCURING AGENCY'S RISKS

6.1 The Procuring Agency's Risks

The Procuring Agency's Risks are:-

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



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7. TIME FOR COMPLETION

7.1 Execution of the Works

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

7.2 Programme

Within the time stated in the Contract Data, the Contractor shall submit to the Engineer/Procuring Agency a programme for the Works in the form stated in the Contract Data.

7.3 Extension of Time

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

7.4 Late Completion

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

8. TAKING-OVER

8.1 Completion

The Contractor may notify the Engineer/Procuring Agency when he considers that the Works are complete.

8.2 Taking-Over Notice

Within fourteen (14) days of the receipt of the said notice of completion from the Contractor the Procuring Agency/Engineer shall either takeover the completed works and issue a Certificate of Completion to that effect or shall notify the Contractor his reasons for not taking-over the works. While issuing the Certificate of Completion as aforesaid, the Procuring Agency/Engineer may identify any outstanding items of work which the Contractor shall undertake during the Maintenance Period.



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9. REMEDYING DEFECTS

9.1 Remediating Defects

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

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

9.2 Uncovering and Testing

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

10. VARIATIONS AND CLAIMS

10.1 Right to Vary

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

10.2 Valuation of Variations

Variations shall be valued as follows:

- a) At a lump sum price agreed between the Parties, or
- b) Where appropriate, at rates in the Contract, or
- c) In the absence of appropriate rates, the rates in the Contract shall be used as the basis for valuation, or failing which
- d) At appropriate new rates, as may be agreed or which the Engineer/Procuring Agency considers appropriate, or
- e) If the Engineer/Procuring Agency so instructs, at day work rates set out in the Contract Data for which the Contractor shall keep records of hours of labour and Contractor's Equipment, and of Materials, used.



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10.3 Changes in the Quantities.

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

10.4 Early Warning

The Contractor shall notify the Engineer/Procuring Agency in writing as soon as he is aware of any circumstance which may delay or disrupt the Works, **No will be made.**

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

10.5 Valuation of Claims

If the Contractor incurs Cost as a result of any of the Procuring Agency's Risks, the Contractor shall not be entitled to the amount of such Cost. If as a result of any Procuring Agency's Risk, it is necessary to change the Works, this shall be dealt with as a no Variation subject to Contractor's notification for intention of claim to the Engineer/Procuring Agency.

10.6 Variation and Claim Procedure

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

11. CONTRACT PRICE AND PAYMENT

11.1 (a) Terms of Payments

The amount due to the Contractor under any Interim Payment Certificate issued by the Engineer pursuant to this Clause, or to any other terms of the Contract, shall, subject to Clause 11.3, be paid by the Procuring

Agency to the Contractor within 30 days after such Interim Payment Certificate has been jointly verified by Procuring Agency and Contractor, or, in the case of the

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Final Certificate referred to in Sub Clause 11.5, within 60 days after such Final Payment Certificate has been jointly verified by Procuring Agency and Contractor; the payment shall be made to contractor subject to availability of funds.

(b) Valuation of the Works

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

11.2 Monthly Statements

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

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

The Contractor shall submit each month to the Engineer/Procuring Agency a statement showing the amounts to which he considers himself entitled.

Note (Payment would be subject to the provision of funds)

11.3 Interim Payments

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

Note (Payment would be subject to the provision of funds)

11.4 Retention

Retention money shall be paid by the Procuring Agency to the Contractor within Ninety (90) days after either the expiry of the period stated in the Contract Data, or the remedying of notified defects, or the completion of outstanding work, all as referred to in Sub-Clause 9.1, whichever is the later.

11.5 Final Payment

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

On availability of funds receipt of the verified final account from the Assistant Executive, the Procuring Agency shall pay to the Contractor any amount due to the Contractor. While making such payment the Procuring Agency may, for reasons to be given to the Contractor in writing, withhold any part or parts of the verified amount.

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11.6 Currency

Payment shall be in the currency Pak Rupees.

12. DEFAULT

12.1 Defaults by Contractor

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

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

12.2 Defaults by Procuring Agency

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

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

Procuring agency would be bound with the release of funds from the Government only.

12.3 Insolvency

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

12.4 Payment upon Termination

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

- a) Any sums to which the Contractor is entitled under Sub-Clause 10.4,
- b) Any sums to which the Procuring Agency is entitled,



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- c) If the Procuring Agency has terminated under Sub-Clause 12.1 or 12.3, the Procuring Agency shall be entitled to a sum equivalent to twenty percent (20%) of the value of parts of the Works not executed at the date of the termination, and
- d) If the Contractor has terminated under Sub-Clause 12.2 or 12.3, the Contractor shall be entitled to the cost of his demobilization together with a sum equivalent to ten percent (10%) of the value of parts of the works not executed at the date of termination.

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

13. RISKS AND RESPONSIBILITIES

13.1 Contractor's Care of the Works

Subject to Sub-Clause 9.1, the Contractor shall take full responsibility for the care of the Works from the Commencement Date until the date of the Procuring Agency's/Engineer's issuance of Certificate of Completion under Sub-Clause 8.2. Responsibility shall then pass to the Procuring Agency. If any loss or damage happens to the Works during the above period, the Contractor shall rectify such loss or damage so that the Works conform with the Contract. Unless the loss or damage happens as a result of any of the Procuring Agency's Risks, the Contractor shall indemnify the Procuring Agency, or his agents against all claims loss, damage and expense arising out of the Works.

13.2 Force Majeure

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

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

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

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

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

14. INSURANCE

14.1 Arrangements

The Contractor shall, prior to commencing the Works, effect insurances of the types, in the amounts and naming as insured the persons stipulated in the Contract Data

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except for items (a) to (c) and (i) of the Procuring Agency's Risks under Sub-Clause 6.1. The policies shall be issued by insurers and in terms approved by the Procuring Agency. The Contractor shall provide the Engineer/Procuring Agency with evidence that any required policy is in force and that the premiums have been paid.

14.2 Default

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

15. RESOLUTION OF DISPUTES

15.1 Engineer's Decision

If a dispute of any kind whatsoever arises between the Procuring Agency and the Contractor in connection with the works, the matter in dispute shall, in the first place, be referred in writing to the Engineer, with a copy to the other party. Such reference shall state that it is made pursuant to this Clause. No later than the twenty eight (28) days after the day on which he received such reference, the Engineer shall give notice of his decision to the Procuring Agency (Superintending Engineer) and the Contractor.

Unless the Contract has already been repudiated or terminated, the Contractor shall, in every case, continue to proceed with the work with all due diligence, and the Contractor and the Procuring Agency (Superintending Engineer) shall give effect forthwith to every such decision of the Engineer unless and until the same shall be revised, as hereinafter provided in an arbitral award.

15.2 Notice of Dissatisfaction

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

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

15.3 Arbitration

A dispute which has been the subject of a notice of dissatisfaction shall be finally settled as per provisions of Arbitration Act 1940 (Act No. X of 1940) and Rules made there under and any statutory modifications thereto. Any hearing shall be held

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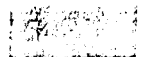
at the place specified in the Contract Data and in the language referred to in Sub-Clause 1.5.

16. INTEGRITY PACT

16.1 If the Contractor or any of his Sub-Contractors, agents or servants is found to have violated or involved in violation of the Integrity Pact signed by the Contractor as Schedule-F to his Bid, then the Procuring Agency shall be entitled to:

- (a) Recover from the Contractor an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by the Contractor or any of his Sub-Contractors, agents or servants;
- (b) Terminate the Contract; and
- (c) Recover from the Contractor any loss or damage to the Procuring Agency as a result of such termination or of any other corrupt business practices of the Contractor or any of his Sub-Contractors, agents or servants.

On termination of the Contract under Sub-Para (b) of this Sub-Clause, the Contractor shall demobilize from the site leaving behind Contractor's Equipment which the Procuring Agency instructs, in the termination notice, to be used for the completion of the works at the risk and cost of the Contractor. Payment upon such termination shall be made under Sub-Clause 12.4, in accordance with Sub-Para (c) thereof, after having deducted the amounts due to the Procuring Agency under Sub-Para (a) and (c) of this Sub-Clause.



BIDDING DOCUMENT

CONTRACT DATA

BIDDING DOCUMENT

CONTRACT DATA

Sub-Clauses of Conditions of Contract

- 1.1.3 Procuring Agency's Drawings, if any Can be seen in the office of the Executive Engineer Barrage Division Sukkur.
- 1.1.4 The Procuring Agency means Executive Engineer
- 1.1.5 The Contractor means Bidder
- 1.1.7 Commencement Date Will be started within fourteen (14) days after signing of the Contract Agreement.
- 1.1.9 Time for Completion 36 Months
- 1.1.20 Engineer (mention the name along with the designation including whether he belongs to department or consultant) and other details Mr. Shamsuddin Soomro
Assistant Executive Engineer
Spur Sub-Division Sukkur
- 1.3 Documents forming the Contract listed in the order of priority:
- (a) The Contract Agreement
 - (b) Letter of Acceptance
 - (c) The completed Form of Bid
 - (d) Contract Data
 - (e) Conditions of Contract
 - (f) The completed Schedules to Bid including Schedule of Prices
 - (g) The Drawings
 - (h) The Specifications
- 2.1 Provision of Site: On the Commencement Date
- 3.1 Authorized person: Assistant Executive Engineer
Spur Sub-Division Sukkur
- 3.2 Name and address of Engineer's/
Procuring Agency's representative ----
- 4.4 Performance Security
Amount 5% of Bid
Validity (Valid upto the end of the project under the provisions of SPP Rules)
- 5.1 Requirements for Contractor's design (if any): Specification Clause No's _____

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- 7.2 Programme:
Time for submission: Within fourteen (14) days of the Commencement Date.
Form of Programme: Bar Chart identifying the critical activities.
- 7.4 Amount payable due to failure to complete shall be 0.05% per day upto a maximum of 10%) of sum stated in the Letter of Acceptance.
(Usually the liquidated damages are set between 0.05 percent and 0.10 percent per day.)
- 7.5 Early Completion
In case of earlier completion of the Work, the Contractor is entitled to be paid bonus up-to limit and at a rate equivalent to 50% of the relevant limit and rate of liquidated damages stated in the contract data. **Not applicable**
- 9.1 Period for remedying defects 36 Months
- 10.2 (e) Variation procedures: ----
- 11.1 Terms of Payments
- a) Mobilization Advance
- (1) Mobilization Advance up to 10 % of the Contract Price stated in the Letter of Acceptance shall be paid by the Procuring Agency to the Contractor on the works costing Rs.2.5 million or above on following conditions:
- (i) on submission by the Contractor of a Mobilization Advance Guarantee for the full amount of the Advance in the specified form from a Commercial Bank in Pakistan to the Procuring Agency;
- (ii) Contractor will pay interest on the mobilization advance at a rate of 10% per annum on the advance; and
- (iii) This Advance including the interest shall be recovered in 5 equal installments from the five (05) R.A bills and in case the number of bills is less than five (05) then 1/5th of the advance inclusive of the interest thereon shall be recovered from each bill and the balance together with interest be recovered from the final bill. It may be insured that the contractor will not amount in the final bill to enable recovery of the Mobilization Advance.
- OR
- 2) Secured Advance on Materials
- (a) The Contractor shall be entitled to receive from the Procuring Agency Secured Advance against an INDEMNITY BOND in P W Account Form No. 31 (Fin. R. Form No. 2 acceptable to the Procuring Agency of such sum as the Engineer may consider proper in respect of non-perishable materials brought at the Site but not yet incorporated in the Permanent Works; provided that:
- (i) The materials are in accordance with the Specifications for the Permanent Works;
- (ii) Such materials have been delivered to the Site and are properly stored and protected against loss or damage or deterioration to the satisfaction and verification of the Engineer but at the risk and cost of the Contractor;
- (iii) The Contractor's records of the requirements, orders, receipts and use of materials are kept in a form approved by the Engineer, and such records shall be

BIDDING DOCUMENT

- available for inspection by the Engineer;
- (iv) The Contractor shall submit with his monthly statement the estimated value of the materials on Site together with such documents as may be required by the Engineer for the purpose of valuation of materials and providing evidence of ownership and payment therefore;
 - (v) Ownership of such materials shall be deemed to vest in the Procuring Agency and these materials shall not be removed from the Site or otherwise disposed of without written permission of the Procuring Agency;
 - (vi) The sum payable for such materials on Site shall not exceed 75% of the
 - (i) landed cost of imported materials, or
 - (ii) ex-factory/ex-warehouse price of locally manufactured or produced materials, or
 - (iii) market price of stands other materials;
 - (vii) Secured Advance should not be allowed unless & until the previous advance, if any, fully recovered;
 - (viii) Detailed account of advances must be kept in part of the account bill; and -
 - (ix) Secured Advance may be permitted only against materials quantities anticipated to be consumed / utilized on the work within a period of six months from the date of issue of secured advance and definitely for quantities of materials for the entire work/contract
- (b) Recovery of Secured Advance:
- (i) Secured Advance paid to the Contractor under the above provisions shall be effected from the monthly payments on actual consumption basis, but not later than period specified in the contract. It shall not be more than three months (even if unutilized); other conditions shall apply.
 - (ii) As recoveries are made on the outstanding accounts of the items concerned in Part II should be effected by making deduction entries in the column: "deduct quantity utilized in the work since previous bill," equivalent to the quantities of materials used by the contractor on items of work shown as executed in part I of the bill.
- (c) Interim payments: The Contractor shall submit to the Engineer monthly statements of the estimated value of the work completed less the cumulative amount certified previously.
- (i) The value of work completed comprises the value of the quantities of the items in the Bill of Quantities completed.
 - (ii) value of secured advance on the materials and valuation of variations (if any).
 - (iii) Engineer may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.
 - (iv) Retention money and other advances are to be recovered from the bill submitted by contractor.

11.2 (a) Valuation of the Works:

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



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11.3 Percentage of retention **Three 03%**

11.6 Currency of payment: **Pak. Rupees**

14.1 **Insurances:**

Type of cover

The Works

Amount of cover

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

Type of cover

Contractor's Equipment:

Amount of cover

Full replacement cost

Type of cover

Third Party-injury to persons and damage to property _____

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

Workers: _____

Other cover: _____

14.2 Amount to be recovered
Premium plus _____ percent (____%).

15.3 Arbitration
Place of Arbitration: _____



BIDDING DOCUMENT

STANDARD FORMS

BIDDING DOCUMENT

FORM OF BID SECURITY (Bank Guarantee)

Guarantee No. _____
Executed on _____

(Letter by the Guarantor to the Procuring Agency)

Name of Guarantor (Scheduled Bank in Pakistan) with
address: _____

Name of Principal (Bidder) with
address: _____

Sum of Security (express in words and
figures): _____

Bid Reference No. _____ Date of Bid _____

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Bid and at the request of the said Principal, we the Guarantor above-named are held and firmly bound unto the _____, (hereinafter called The "Procuring Agency") in the sum stated above, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Bidder has submitted the accompanying bid dated _____ for Bid No. _____ for _____ (Particulars of Bid) to the said Procuring Agency; and

WHEREAS, the Procuring Agency has required as a condition for considering said bid that the **bidder** furnishes a bid security in the above said sum from a Scheduled Bank in Pakistan or from a foreign bank duly counter-guaranteed by a Scheduled Bank in Pakistan, to the procuring agency, conditioned as under:

- (1) That the bid security shall remain in force up to and including the date 28 days after the deadline for validity of bids as stated in the Instructions to bidders or as it may be extended by the procuring agency, notice of which extension(s) to the Surety is hereby waived;
- (2) That the bid security of unsuccessful bidders will be returned by the procuring agency after expiry of its validity or upon signing of the Contract Agreement; and
- (3) That in the event of failure of the successful bidder to execute the proposed Contract Agreement for such work and furnish the required Performance Security, the entire said sum be paid immediately to the said procuring agency pursuant to Clause 15.6 of the Instruction to bidders for the successful bidder's failure to perform.

NOW THEREFORE, if the successful bidder shall, within the period specified therefore, on the prescribed form presented to him for signature enter into a formal Contract with the said procuring agency in accordance with his bid as accepted and furnish within twenty eight (28) days of his being requested to do so, a Performance Security with good and sufficient surety, as may be required, upon the form prescribed by the said procuring agency for the faithful performance and proper fulfilment of the said Contract or in the event of non-withdrawal of the said bid within the time specified for its validity then this obligation shall be void and of no effect, but otherwise to remain in full force and effect.

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PROVIDED THAT the Surety shall forthwith pay the procuring agency, the said sum upon first written demand of the procuring agency (without cavil or argument) and without requiring the procuring agency to prove or to show grounds or reasons for such demand, notice of which shall be sent by the procuring agency by registered post duly addressed to the Surety at its address given above.

PROVIDED ALSO THAT the procuring agency shall be the sole and final judge for deciding whether the Principal (Bidder) has duly performed his obligations to sign the Contract Agreement and to furnish the requisite Performance Security within the time stated above, or has defaulted in fulfilling said requirements and the Surety shall pay without objection the said sum upon demand from the procuring agency forthwith and without any reference to the Principal (Bidder) or any other person.

IN WITNESS WHEREOF, the above bounden Surety has executed the instrument under its seal on the date indicated above, the name and seal of the Surety being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

WITNESS:

SURETY (Bank)

1. _____

Signature _____

Name _____

Corporate Secretary (Seal)

Title _____

2. _____

Corporate Guarantor (Seal)

Name, Title & Address



BIDDING DOCUMENT

FORM OF PERFORMANCE SECURITY (Bank Guarantee)

Guarantee No. _____
Executed on _____
Expiry date _____

[Letter by the Guarantor to the Procuring Agency]

Name of Surety (Bank) with Address: (Scheduled Bank in Pakistan)

Name of Principal (Bidder) with Address

Penal Sum of Security
Rupees. _____
(Rs. _____)

Letter of Acceptance No. _____ Dated _____

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the bidding documents and above said Letter of Acceptance (hereinafter called the Documents) and at the request of the said Principal we, the Guarantor above named, are held and firmly bound unto the _____ (hereinafter called the procuring agency) in the penal sum of the amount stated above for the payment of which sum well and truly to be made to the said procuring agency, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has accepted the procuring agency's above said Letter of Acceptance for _____ (Name of Contract) for the _____ (Name of Project).

NOW THEREFORE, if the Principal (Contractor) shall well and truly perform and fulfill all the undertakings, covenants, terms and conditions of the said Documents during the original terms of the said Documents and any extensions thereof that may be granted by the procuring agency, with or without notice to the Guarantor, which notice is, hereby, waived and shall also well and truly perform and fulfill all the undertakings, covenants terms and conditions of the Contract and of any and all modifications of said Documents that may hereafter be made, notice of which modifications to the Guarantor being hereby waived, then, this obligation to be void; otherwise to remain in full force and virtue till all requirements of Clause 49, Defects Liability, of Conditions of Contract are fulfilled.

Our total liability under this Guarantee is limited to the sum stated above and it is a condition of any liability attaching to us under this Guarantee that the claim for payment in writing shall be received by us within the validity period of this Guarantee, failing which we shall be discharged of our liability, if any, under this Guarantee.



BIDDING DOCUMENT

We, _____ (the Guarantor), waiving all objections and defenses under the Contract, do hereby irrevocably and independently guarantee to pay to the procuring agency without delay upon the procuring agency's first written demand without cavil or arguments and without requiring the procuring agency to prove or to show grounds or reasons for such demand any sum or sums up to the amount stated above, against the procuring agency's written declaration that the Principal has refused or failed to perform the obligations under the Contract which payment will be effected by the Guarantor to Procuring Agency's designated Bank & Account Number.

PROVIDED ALSO THAT the procuring agency shall be the sole and final judge for deciding whether the Principal (Contractor) has duly performed his obligations under the Contract or has defaulted in fulfilling said obligations and the Guarantor shall pay without objection any sum or sums up to the amount stated above upon first written demand from the procuring agency forthwith and without any reference to the Principal or any other person.

IN WITNESS WHEREOF, the above-bounden Guarantor has executed this Instrument under its seal on the date indicated above, the name and corporate seal of the Guarantor being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

WITNESS:

GUARANTOR (Bank)

1. _____

Signature _____

Name _____

Corporate Secretary (Seal)

Title _____

2. _____

Corporate Guarantor (Seal)

Name, Title & Address



BIDDING DOCUMENT

FORM OF CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT made on the _____ day of _____ between _____ of the one part and _____ of the other part.

WHEREAS the Procuring Agency is desirous that certain works, viz _____ should be executed by the Contractor and has accepted a bid by the Contractor for the execution and completion of such works and the remedying of any defects therein.

NOW this Agreement witnesseth-- as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents after incorporating addenda, if any, except those parts relating to Instructions to bidders shall be deemed to form and be read and constructed as part of this Agreement, viz:
 - (a) The Letter of Acceptance;
 - (b) The completed Form of Bid alongwith Schedules to Bid;
 - (c) Conditions of Contract & Contract Data;
 - (d) The priced Schedule of Prices/Bill of Quantities (BoQ);
 - (e) The Specifications; and
 - (f) The Drawings.
3. In consideration of the payments to be made by the procuring agency to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the procuring agency to execute and complete the works and remedy defects therein in conformity and in all respects with the provisions of the contract.
4. Procuring agency hereby covenants to pay the contractor, in consideration of the execution and completion of the works as per provisions of the contract, the contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.



BIDDING DOCUMENT

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed on the day, month and year first before written in accordance with their respective laws.

Signature of the Contactor

Signature of Procuring Agency

Seal

Seal

Signed, Sealed and Delivered in the presence of:

Witness:

Witness:

(Name, Title and Address)

(Name, Title and Address)



BIDDING DOCUMENT

MOBILIZATION ADVANCE GUARANTEE

Bank Guarantee No. _____
Date _____

WHEREAS _____ (hereinafter called the 'Procuring Agency') has entered into a Contract for _____ with _____ (hereinafter called the "Contractor").

AND WHEREAS, the Procuring Agency has agreed to advance to the Contractor, at the Contractor's request, an amount of _____ Rupees (Rs. _____) which amount shall be advanced to the Contractor as per provisions of the Contract.

AND WHEREAS, the Procuring Agency has agreed to the Contractor to furnish Guarantee to secure the mobilization advance for the performance of his obligations under the said Contract.

AND WHEREAS _____ (Scheduled Bank in Pakistan) (hereinafter called the "Guarantor") at the request of the Contractor and in consideration of the Procuring Agency agreeing to make the above advance to the Contractor, has agreed to furnish the said Guarantee.

NOW KNOWINGLY AND FREELY, the Guarantor hereby guarantees that the Contractor shall use the advance for the purpose of above mentioned Contract and if he fails and commits default in fulfilment of any of his obligations for which the advance payment is made, the Guarantor shall be liable to the procuring agency for payment not exceeding the aforementioned amount.

Notice in writing of any default, of which the procuring agency shall be the sole and final judge, on the part of the Contractor, shall be given by the procuring agency to the Guarantor, and on such first written demand, payment shall be made by the Guarantor of all sums then due under this Guarantee without any reference to the Contractor and without any objection.

This Guarantee shall remain in force until the advance is fully adjusted against payments from the Interim Payment Certificates of the Contractor or until _____ Date _____ whichever is earlier.

The Guarantor's liability under this Guarantee shall not in any case exceed the sum of Rupees _____ (Rs _____).

This Guarantee shall remain valid up to the aforesaid date and shall be null and void after the aforesaid date or earlier if the advance made to the Contractor is fully adjusted against payments from Interim Payment Certificates of the Contractor provided that the Guarantor agrees that the aforesaid period of validity shall be deemed to be extended if on the above mentioned date the advance payment is not fully adjusted.



BIDDING DOCUMENT

WITNESS:

GUARANTOR

1. _____

Signature

Name

Corporate Secretary (Seal)

2. _____

Corporate Guarantor (Seal)

Title & Address

NOT APPLICABLE



BIDDING DOCUMENT

INDENTURE FOR SECURED ADVANCES

(For use in cases in which is contract is for finished work and the contractor has entered into an agreement for the execution of a certain specified quantity of work in a given time).

This INDENTURE made the day of 20..... BETWEEN *(hereinafter called "the Contractor" which expression shall where the context so admits or implied be deemed to include his heirs, executors, administrators and assigns)* of the one part and THE GOVERNOR OF SINDH *(hereinafter called "the Government" of the other part).*

WHEREAS by an agreement, dated (hereinafter called the said agreement, the contractor has agreed to perform the under-mentioned works *(hereinafter referred to as the said work): -*

(Here enter (the description of the works).

AND WHEREAS the contractor has applied to the
.....for an advance to him of Rupees
(Rs.) on the security of materials absolutely belonging to him and brought by him to the site of the said works the subject of the said agreement for use in the construction of such of the said works as he has undertaken to execute at rates fixed for the said works (inclusive of the cost of materials and labour and other charge) AND WHEREAS the Government has agreed to advance to the Contractor the sum of Rupees, (Rs.) on the security of materials the quantities and other particulars of which are detailed in the Running Account Bill (B), the said works signed by the contractor

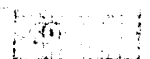
On and such covenants and conditions as are hereinafter contained and the Government reserves to itself the option of marking any further advance or advances on the security of the materials brought by the Contractor to the site of the said works.

NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of the sum of Rupees.....

(Rs.) on or before the execution of these presents paid to the Contractor by the Government (the receipt whereof the Contractor doth hereby acknowledge) and of such further advances (if any) as may be made to him as aforesaid (all of which advances are hereinafter collectively referred to as the said amount) the Contractor doth hereby assign unto the Government the said materials by way of security for the said amount

And doth hereby covenant and agree with the Government and declare ay follow :-

- (1) That the said sum of Rupees, RS.) so advanced by the Government to the Contractor as aforesaid and all or any further sum or sums which may be advanced as aforesaid shall be employed by the contractor in or towards expending the execution of the said works and for no other purpose whatsoever.
- (2) That the materials detailed in the said Running Account Bill (B) which have been offered to and accepted by (he Government as security for the said amount are absolutely by the Contractors own property, free from encumbrances of any kind and the Contractor will not make any application for or receive a further advance on the security of materials which are not absolutely his own property and free from encumbrances of any kind and the contractor



BIDDING DOCUMENT

hereby agrees, at all times, to indemnify and save harmless the Government against all claims whatsoever to any materials in respect of which an advance has been made to him as aforesaid.

- (3) That the said materials detailed in the said Running Account Bill (B) and all other materials on the security of which any further advance or advances may hereafter be made as aforesaid (hereinafter called the said materials) shall be used by the Contractor solely in the execution of the said works in accordance with the directions of the Divisional Officer (hereinafter called the Divisional Officer) and in the terms of the said agreement.
- (4) That the Contractor shall make at his own cost all necessary and adequate arrangement for the proper watch, safe custody and protection against all risks of the said material and that until used in construction as aforesaid the said materials shall remain at the site of the said works in the Contractor's custody and at his own risk and on his own responsibility and shall at all times be open to inspection by the Divisional Officer or any officer authorized by him. In the event of the said materials of any part (hereof being stolen, destroyed or damaged or becoming deteriorated in a greater degree than is due to reasonable use and wear thereof Contractor will forthwith replace the same with the best material of like quality or repair and make good the same as required by the Divisional Officer. The materials so brought to replace the said materials so repaired and made good shall also be considered as security for the said amount.
- (5) That the said materials shall not be removed from the site of the said works except with the written permission of the Divisional Officer or an officer authorized by him in that behalf.
- (6) That the said advances shall be payable in full when or before the Contractor receives payment from the Government of the price payable to him for the said works under the terms and conditions of the said agreement PROVIDED THAT if any intermediate payments are made to the contractor on account of work done then on the occasion of each such payment the Government will be at liberty to make a recovery from the Contractor's Bill for such payment by deducting therefrom the value of the said materials (then actually used in the construction and in respect of which recovery has not been made previously the value for this purpose being determined in respect of each description of material at the rates at which the amount of the advances made under these presents were calculated.
- (7) That if the Contractor shall at any time make any default in the performance or observation in any respect of any of the terms and provisions of the said agreement or of these presents the total amount of the advance or advances that may still be owing to the Government shall immediately on the happening of such default be repayable by the Contractor to the Government together with interest thereon at twelve percent per annum from the date or respective dates of such advance or advances to the date of repayment and with all costs, charges, damages and expenses incurred by the Government in or for the recovery thereof or the enforcement of this security or otherwise by reason of the default of the Contractor and any moneys so becoming due and payable shall constitute a debt due from the Contractor to the Government and the Contractor hereby covenants and agrees with the Government to repay and the same respectively to it accordingly.
- (8) That the Contractor hereby charges all the said materials with the repayment to the Government of the said sum of Rupees (Rs.) and any further sum or sums which may be advanced as aforesaid and all costs charges damages and expenses payable under these present



BIDDING DOCUMENT

PROVIDED ALWAYS and it is hereby agreed and declared that not, withstanding anything in the said agreement and without prejudice to the powers contained therein if and whether the covenant for payment and repayment hereinbefore contained shall become enforceable and the money owing shall not be paid to accordingly.

Once there with the Government may at any time thereafter adopt all or any of following courses as it may deem best :-

- (a) Seize and utilize the said materials or any part thereof in the completion of the said works on behalf of the Contractor in accordance with the provisions in that behalf contained in the said agreement debiting the Contractor with the actual cost of effecting such completion the amount due in respect of advances under these presents and crediting the Contractor with the value of work done as he had carried it out in accordance with the said agreement and at the rates thereby provided. If the balance is against the Contractor he is to pay the same to the Government on demand.
- (b) Remove and sell by public auction the seized materials or any part thereof and out of the moneys arising from the sale retain all the sums aforesaid repaid to the Government under these presents and pay over the surplus (if any) to the Contractor.
- (c) Deduct all or any part of the moneys owing to the Contractor by way of security deposit or any sum due to the Contractor under the said agreement.
- (9) That except as is expressly provided by the presents interest on the said advance shall not be payable.
- (10) That in the event of a conflict between the provisions of these presents and the said agreement the provisions of these presents shall prevail and in the event of any dispute or difference arising over the construction or effect of these presents the settlement of which has not been hereinbefore expressly provided for the same shall be referred to the Superintending Engineer/Executive District Officer/Officer one grade higher to officer signed the agreement Circle whose..... decision shall be final and the provisions of the Arbitration Act 1940 for the time being in force so far as they are applicable shall apply to any such reference.

Signed, Sealed and Delivered by in the presence
of:

Witness:

Witness:

(Name, Title and Address)

(Name, Title and Address)

SPECIFICATIONS

**Specifications can be seen in the office of the Executive Engineer
Barrage Division Sukkur on any working day during office hours.**

BIDDING DOCUMENT

DRAWINGS

**Drawings can be seen in the office of the Executive Engineer
Barrage Division Sukkur on any working day during office hours.**

SPPRA BIDDING DOCUMENT



GOVERNMENT OF SINDH IRRIGATION DEPARTMENT

- Name of Scheme :- REHABILITATION & RENOVATION OF SUMPWELL, WATER SUPPLY CONNECTION AND RESIDENTIAL BUILDING I/C DRAINAGE SYSTEM AND ROAD IN BARRAGE COLONY SUKKUR (A.D.P # 760 '2015-16')
- Name of Work :- i. Construction of Filter Plan for Drinking Purpose, Providing & Laying New P.E Pipe & Renovation of Outdated Sewerage and Sump well in Barrage Township Sukkur.
ii. Quotation of Non-scheduled Items of Filter Plan for Drinking Purpose.
- Name of Procuring Agency :- EXECUTIVE ENGINEER, BARRAGE DIVISION SUKKUR
- Document Issued :- M/s
to Government Contractor

Package No: 05

OCTOBER – 2015

Cat: - C5

BIDDING DOCUMENT

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BIDDING DOCUMENT

INVITATION FOR BIDS



BIDDING DOCUMENT

OFFICE OF THE EXECUTIVE ENGINEER, BARRAGE DIVISION, SUKKUR.

No. TC/G-55/2597

of 2015,

Sukkur, Dated:

22/09/2015

NOTICE FOR INVITING BIDS

The sealed bids are hereby invited from Government Contractors/firms registered with Pakistan Engineering Council Islamabad for the year 2015 and having license of Category C-4 for serial # 01 to 04, C-5 for serial # 05 & 06 and C-6 for serial # 07 under the latest SPPRA Rules for carryout the following works under Annual Development Programme-ADP & M&R.

S. No.	Name of Work	Cost in Million	Completion Period
	ADP No. 760		
1.	i. Repair & Renovation of Bungalow, i/c Construction of Boundary Wall alongwith Police Check Post & Paver work and 3 Nos. RCC Pillar with 2 Nos. Heavy Steel Doors In Barrage Township Sukkur. ii. Quotation of Non-scheduled Items for Repair & Renovation of Bungalow.	29.454	36 Months
2.	Renovation and Construction of Barrage Club & Turling Lawns and Footpath in Barrage Township Sukkur.	35.719	-do-
3.	Construction of Asphalt Road in Barrage Township Sukkur.	35.186	-do-
4.	Providing and Fixing Iron Steel Grill Left & Right Bank with Pavers Work, Construction of New Electric Sub-Station & Garbage Pit in Barrage Township Sukkur.	42.564	-do-
5.	i. Construction of Filter Plan for Drinking Purpose, Providing & Laying New P.E Pipe & Renovation of Outdated Sewerage and Sumwell in Barrage Township Sukkur. ii. Quotation of Non-scheduled Items of Filter Plan for Dinking Purpose.	23.460	-do-
6.	Repair, Renovation of Goal Masjid & 02 Nos. Bungalow in Barrage Township Sukkur.	15.250	-do-
	M&R Work		
1.	Repair/Renovation of Ghar Inspection Bungalow.	1.600	12 Months

1. The intended Government Contractors/firms can purchase the separate set of bidding documents on non-refundable payment of Rs. 3000/- each upto 30.10.2015 at 12:00 P.M. The same will be received back on 02.11.2015 at 12:00 P.M and will be opened on same day at 01:00 P.M by the opening/evaluation committee constituted for the purpose in the presence of participants or representatives of the contractors/firms.
2. The bidder should submit earnest money at the rate of Rs. 2% (two) each against quoted bid price of the work in the shape of call deposit from any scheduled bank of Pakistan in favour of the undersigned and should be attached with bidding documents. In absence of requisite call deposit the bid offered by the Contractor/Firm will not be entertained.
3. Contractors/firms should have experience in similar nature of work.
4. The detail of works completed/ongoing on the same nature last five years should be attached.
5. List of works in progress indicating cost of each work and copy of letter of award of work.
6. Documentary evidence of work executed/works in progress and certificate of satisfactory completion of works by the employers.

Cont: P/02

BIDDING DOCUMENT

P/02

7. List of machinery and equipment's available with Contractor/Firm (Prove Ownership with evidence).
8. Bio-data of Engineers and Technical Staff working with the firm.
9. The applicant should be registered with Income Tax Department as well as Sindh Revenue Board and the same NTN and SRB certificates should be attached with the application, otherwise the application will not be entertained. Also copy of CNIC should be attached.
10. Undertaking on affidavit that firm is not involved in any litigation or abandoned any work in the Department.
11. Undertaking on affidavit to the effect that the firm/contractor have not been black listed previously by any executing agency.
12. Undertaking on affidavit that all documents/information provided by the contractor/firm are true and correct.
13. Complete postal address of the Contractor/Firm, Landline Number, Mobile Number & E-mail address.
14. Fresh Bank Certificate alongwith Statement of Bank duly checked by the Charter Accountant last three years.
15. No Conditional bid will be accepted.
16. The procuring agency has reserved the right to reject all or any bid without any reason under the provisions of SPPRA Rules-2010 with amendments issued by the SPPRA time to time.
17. In case of firm consortium list of partnership deed, giving full particulars of Directors/Proprietors or other connected alongwith power of attorney. In case of being sole proprietors such undertaking on affidavit be furnished.

--sd--

EXECUTIVE ENGINEER
BARRAGE DIVISION SUKKUR

Copy forwarded with compliments to:

1. The Managing Director Sindh Public Procurement Regulatory Authority Barrack # 8 Secretariat 4-A Court Road Karachi Tel: 021-99205369 for hoisting on website.
2. The Director Information and Public Relation Govt: of Sindh Block - 95 Sindh Secretariat 4B Opposite Sindh Assembly Building Karachi alongwith 07 copies for publication in the (03) three leading newspapers.
3. The Director Information Technology Department 1st Floor Building No. 06 Sindh Secretariat Kamal-Ata-Turk Road Karachi for hoisting on website.
4. The Chief Engineer Sukkur Barrage Left Bank Region Sukkur for favour of kind information.
5. The Superintending Engineer Khairpur Irrigation Circle Sukkur form favour of kind information.
6. The Executive Engineer (All) for information.
7. The Assistant Executive Engineer (All) for information.
8. Copy for Notice Board.

--sd--

EXECUTIVE ENGINEER
BARRAGE DIVISION SUKKUR



BIDDING DOCUMENT

INSTRUCTIONS TO BIDDERS



BIDDING DOCUMENT

INSTRUCTIONS TO BIDDERS

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BIDDING DOCUMENT

A. GENERAL

IB. 1 Scope of Bid & Source of Funds

1.1 Scope of Bid

The Procuring Agency as defined in the Bidding Data (“**Executive Engineer Barrage Division Sukkur**”) wishes to receive Bids for the Works summarized in the Bidding Data (“**Construction of Filter Plan for Drinking Purpose, Providing & Laying New P.E Pipe & Renovation of Outdated Sewerage and Sump well in Barrage Township Sukkur**”) (Package # 05).

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

1.2 Source of Funds

The Procuring Agency has arranged funds by **Government of Sindh from ADP**, which may be indicated accordingly in bidding data towards the cost of the **Construction of Filter Plan for Drinking Purpose, Providing & Laying New P.E Pipe & Renovation of Outdated Sewerage and Sump well in Barrage Township Sukkur (A.D.P # 760 ‘2015-16’)**.

IB. 2 Eligible Bidders

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

- a) Duly licensed by the Pakistan Engineering Council (PEC) in the above mentioned appropriate category for value of work.
- b) Contractor should provide the documents quoted under and mentioned in the Notice for Invitation of Bids.
 - i) Contractors/firms should have experience in similar nature of work.
 - ii) The detail of works completed/ongoing on the same nature last five years should be attached.
 - iii) List of works in progress indicating cost of each work and copy of letter of award of work.
 - iv) Documentary evidence of work executed/works in progress and certificate of satisfactory completion of works by the employers.
 - v) List of machinery and equipment’s available with Contractor/Firm (Prove Ownership with evidence).
 - vi) Bio-data of Engineers and Technical Staff working with the firm.
 - vii) The applicant should be registered with Income Tax Department as well as Sindh Revenue Board and the same NTN and SRB certificates should be attached with the application, otherwise the application will not be entertained. Also copy of CNIC should be attached.
 - viii) Undertaking on affidavit that firm is not involved in any litigation or abandoned any work in the Department.
 - ix) Undertaking on affidavit to the effect that the firm/contractor have not been black listed previously by any executing agency.

BIDDING DOCUMENT

- x) Undertaking on affidavit that all documents/information provided by the contractor/firm are true and correct.
- xi) Fresh Bank Certificate alongwith Statement of Bank duly checked by the Charter Accountant last three years.
- xii) In case of firm consortium list of partnership deed, giving full particulars of Directors/Proprietors or other connected alongwith power of attorney. In case of being sole proprietors such undertaking on affidavit be furnished.

IB. 3 Cost of Bidding

- 3.1 The bidder shall bear all costs associated with the preparation and submission of its bid and the Procuring Agency will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process (SPP Rules 24 & 25)

B. BIDDING DOCUMENTS

IB. 4 Contents of Bidding Documents

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

1. Instructions to Bidders & Bidding Data
2. Form of Bid, Qualification Information & Schedules to Bid comprise on the following:
 - (i) Schedule A: Schedule of Prices/ Bill of Quantities (BoQ).
 - (ii) Schedule B: Specific Works Data
 - (iii) Schedule C: Works to be Performed by Subcontractors
 - (iv) Schedule D: Proposed Programme of Works
 - (v) Schedule E: Method of Performing Works
 - (vi) Schedule F: Integrity Pact (works costing Rs 10 million and above)
3. Conditions of Contract & Contract Data
4. Standard Forms:
 - (i) Form of Bid Security,
 - (ii) Form of Performance Security;
 - (iii) Form of Contract Agreement;
 - (iv) Form of Bank Guarantee for Advance Payment.
5. Specifications.
6. Drawings.

- 4.2 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, b(b) which are not substantially responsive to the requirements of the Bid Document will be rejected.



BIDDING DOCUMENT

IB. 5 Clarification of Bidding Documents

- 5.1** A prospective bidder requiring any clarification(s) in respect of the Bidding Documents may notify to this Agency at the address indicated in the Bidding Data.
- 5.2** An interested bidder, who has obtained bidding documents, may request for clarification of contents of bidding documents in writing and procuring agency shall respond to such queries in writing within three calendar days, provided they are received at least five calendar days prior to the date of opening of bid (SPP Rule 23-1).

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

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

C. PREPARATION OF BIDS

IB. 7 Language of Bid

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

IB. 8 Documents Comprising the Bid

- 8.1** The Bid submitted by the bidder shall comprise the following:
- (a) Covering Letter
 - (b) Form of Bid duly filled, signed and sealed, in accordance with Sub-Clause IB.14.3.
 - (c) Schedules (A to F) to Bid duly filled and initialed, in accordance with the instructions contained therein & in accordance with Sub-Clause IB14.3.
 - (d) Bid Security furnished in accordance with Clause IB.13.
 - (e) Power of Attorney in accordance with Sub-Clause IB 14.5.
 - (f) Documentary evidence in accordance with Clause IB.11
 - (g) Documentary evidence in accordance with Clause IB.12.



BIDDING DOCUMENT

IB. 9 Sufficiency of Bid

- 9.1 Each bidder shall satisfy himself before Bidding as to the correctness and sufficiency of his Bid and of the prices quoted/entered in the BoQ, which rates and prices shall except in so far as it is otherwise expressly provided in the Contract, cover all his obligations under the Contract and all matters and things necessary for the proper completion of the works.
- 9.2 The bidder is advised to obtain for himself at his own cost and responsibility all information that may be necessary for preparing the bid and entering into a Contract for execution of the Works.

IB. 10 Bid Prices, Currency of Bid and Payment

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

IB. 11 Documents Establishing Bidder's Eligibility and Qualifications

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

IB. 12 Documents Establishing Works' Conformity to Bidding Documents

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

BIDDING DOCUMENT

IB. 13 Bid Security

- 13.1 Each bidder shall furnish, as part of his bid, at the option of the bidder, a Bid Security as **02** percentage of bid price in Pak. Rupees in the form of Deposit at Call issued by a **Scheduled Bank** in Pakistan in favour of the Procuring Agency (**Executive Engineer Barrage Division Sukkur**).
- 13.2 Any bid not accompanied by an acceptable Bid Security shall be rejected by the Procuring Agency as non-responsive.
- 13.3 The bid securities of unsuccessful bidders will be returned upon award of contract to the successful bidder or on the expiry of validity of Bid Security whichever is earlier.
- 13.4 The Bid Security of the successful bidder will be returned when the bidder has furnished the required Performance Security, and signed the Contract Agreement (SPP Rule 37).
- 13.5 **The Bid Security may be forfeited:**
- (a) if a bidder withdraws his bid during the period of bid validity; or
 - (b) if a bidder does not accept the correction of his Bid Price, pursuant to Sub-Clause 16.4 (b) hereof; or
 - (c) in the case of a successful bidder, if he fails within the specified time limit to:
 - (i) Furnish the required Performance Security or
 - (ii) Sign the Contract Agreement.

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

- 14.1 Bids shall remain valid for the period stipulated in the Bidding Data after the date of bid opening.
- 14.2 In exceptional circumstances, Procuring Agency may request the bidders to extend the period of validity for an additional period but not exceeding 1/3 of the original period. The request and the bidders' responses shall be made in writing or by cable. A Bidder may refuse the request without forfeiting the Bid Security. A Bidder agreeing to the request will not be required or permitted to otherwise modify the Bid, but will be required to extend the validity of Bid Security for the period of the extension, and in compliance with IB.13 in all respects (SPP Rule 38).
- 14.3 All Schedules to Bid are to be properly completed and signed.
- 14.4 No alteration is to be made in the Form of Bid except in filling up the blanks as directed. If any alteration be made or if these instructions be not fully complied with, the bid may be rejected.
- 14.5 Each bidder shall prepare Original and number of copies specified in the Bidding Data of the documents comprising the bid as described in IB.8 and clearly

BIDDING DOCUMENT

mark them "ORIGINAL" and "COPY" as appropriate. In the event of discrepancy between them, the original shall prevail.

- 14.6 The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign (in the case of copies, Photostats are also acceptable). This shall be indicated by submitting a written Power of Attorney authorizing the signatory of the bidder to act for and on behalf of the bidder. All pages of the bid shall be initialed and official seal be affixed by the person or persons signing the bid.
- 14.7 The Bid shall be delivered in person or sent by registered mail at the address to Procuring Agency as given in Bidding Data. Bidder shall indicate their full and proper address which notices may be legally served in them and which all correspondence in connection with their bids.

D. SUBMISSION OF BID

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

- 15.1 Bids must be received by the Procuring Agency at Office of the Executive Engineer Barrage Division Sukkur not later than 12 hours on 02.11.2015.
- 15.2 The inner and outer envelopes shall
- (a) be addressed to the Procuring Agency at the address provided in the Bidding Data;
 - (b) bear the name and identification number of the Contract as defined in the Bidding and Contract Data; and
 - (c) provide a warning not to open before the specified time and date for Bid opening as defined in the Bidding Data.
 - (d) in addition to the identification required in 15.2, the inner envelopes shall indicate the name and address of the Bidder to enable the Bid to be returned unopened in case it is declared late.
 - (e) If the outer envelope is not sealed and marked as above, the Procuring Agency will assume no responsibility for the misplacement or premature opening of the Bid.
- 15.3 Bids submitted through telegraph, telex, fax or e-mail shall not be considered.
- 15.4 Any bid received by the Procuring Agency after the deadline for submission prescribed in Bidding Data will be returned unopened to such bidder.
- 15.5 Any bidder may modify or withdraw his bid after bid submission provided that the modification or written notice of withdrawal is received by the Procuring Agency prior to the deadline for submission of bids.
- 15.6 Withdrawal of a bid during the interval between the deadline for submission of bids and the expiration of the period of bid validity specified in the Form of Bid may result in forfeiture of the Bid Security pursuant to IB.13.5 (a).



BIDDING DOCUMENT

E. BID OPENING AND EVALUATION

IB.16 Bid Opening, Clarification and Evaluation (SPP Rules 41, 42 & 43)

16.1 The Procuring committee, will open the bids, in the presence of bidders' representatives who choose to attend, at 01:00 pm, on 02.11.2015 in the Office of the Executive Engineer Barrage Division Sukkur.

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

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

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

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

(b) Arithmetical errors will be rectified on the following basis:

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

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

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

16.6 Any minor informality or non-conformity or irregularity in a Bid which does not constitute a material deviation (major deviation) may be waived by Procuring Agency, provided such waiver does not prejudice or affect the relative ranking of any other bidders.



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

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

(B) **Minor Deviations**

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

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

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

16.8 Evaluated Bid Price

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

- (i) Making any correction for arithmetic errors pursuant to IB.16.4 hereof.
- (ii) Discount, if any, offered by the bidders as also read out and recorded at the time of bid opening.

BIDDING DOCUMENT

- (iii) Excluding provisional sums and the provisions for contingencies in the Bill of Quantities if any, but including Day work, where priced competitively.
- (iv) Making an appropriate adjustment for any other acceptable variation or deviations.

16.9 The estimate effect of the price adjustment provisions of the condition of contract, applied over the period of execution of the contract, shall not be taken into account in Bid evaluation.

16.10 If the Bid of 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 analysis 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 is authorized to accept or not accept unbalanced amount against the estimate.

IB.17 Process to be Confidential

17.1 Subject to IB.16.3 heretofore, no bidder shall contact Engineer/Procuring Agency on any matter relating to its Bid from the time of the Bid opening to the time the bid evaluation result is announced by the Procuring Agency. The evaluation result shall be announced at least seven (07) days prior to award of Contract (SPP Rule 45). The announcement to all bidders will include table(s) comprising read out prices discounted prices, price adjustments made, final evaluated prices and recommendations against all the bids evaluated.

17.2 Any effort by a bidder to influence Engineer/Procuring Agency in the Bid evaluation, Bid comparison or Contract Award decisions may result in the rejection of his Bid. Whereas any bidder feeling aggrieved, may lodge a written complaint to Complaint Redressal Committee as per terms and conditions mentioned in SPP Rules 31 & 32. However, mere fact of lodging a complaint shall not warrant suspension of procurement process.

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

- (i) "Coercive 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, indirectly or directly, 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

BIDDING DOCUMENT

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

F. AWARD OF CONTRACT

IB. 18. Post Qualification

- 18.1 The Procuring Agency, at any stage of the bid evaluation, having credible reasons for or prima facie evidence of any defect in contractor's capacities, may require the contractors to provide information concerning their professional, technical, financial, legal or managerial competence whether already pre-qualified or not:

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

- 18.2 The determination will take into account the bidder's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the bidders' qualifications submitted under B.11, as well as such other information required in the Bidding Documents.

IB. 19 Award Criteria & Procuring Agency's Right

- 19.1 Subject to IB.19.2, the Procuring Agency will award the Contract to the bidder whose bid has been determined to be substantially responsive to the Bidding Documents and who has offered the lowest evaluated Bid Price, provided that such bidder has been determined to be qualified to satisfactory perform the Contract in accordance with the provisions of the IB.18.

- 19.2 Notwithstanding IB.19.1, the Procuring Agency reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of Contract, without thereby incurring any liability to the affected bidders or any obligation to inform the affected bidders of the grounds for the Procuring Agency's action except that the grounds for its rejection of all bids shall upon request be communicated, to any bidder who submitted a bid, without justification of the grounds. Notice of the rejection of all the bids shall be given promptly to all the bidders (SPP Rule 25).

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IB. 20 Notification of Award & Signing of Contract Agreement

- 20.1** Prior to expiration of the period of bid validity prescribed by the Procuring Agency, the Procuring Agency will notify the successful bidder in writing ("Letter of Acceptance") that his bid has been accepted (SPP Rule 49).
- 20.2** Within seven (07) days from the date of furnishing of acceptable Performance Security under the Conditions of Contract, the Procuring Agency will send the successful bidder the Form of Contract Agreement provided in the Bidding Documents, incorporating all agreements between the parties.
- 20.3** The formal Agreement between the Procuring Agency and the successful bidder duly stamped at rate of 0.30% of bid price (updated from time to time) stated in Letter of Acceptance shall be executed within seven (07) days of the receipt of Form of Contract Agreement by the successful bidder from the Procuring Agency.

IB. 21 Performance Security

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

IB. 22 Integrity Pact

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



BIDDING DOCUMENT

BIDDING DATA



BIDDING DOCUMENT

BIDDING DATA

Instructions of Bidders

Clause Reference

- 1.1 Name of Procuring Agency Executive Engineer Barrage Division Sukkur
- Brief Description of Work Construction of Filter Plan for Drinking Purpose, Providing & Laying New P.E Pipe & Renovation of Outdated Sewerage and Sump well in Barrage Township Sukkur (Package # 5).
- 5.1 (a) Procuring Agency's address Office of the Executive Engineer Barrage Division Sukkur Tel. 071-5612432 Fax. 071-5805284
- (b) Engineer's address Syed Fayyaz Hussain Shah Executive Engineer Barrage Division Sukkur Tel. 071-5612432 Fax. 071-5805284
- 10.3 Bid shall be quoted entirely in Pak. Rupees. The payment shall be made in Pak. Rupees.
- 11.2 The bidder has the financial, technical and constructional capability necessary to perform the Contract as follows:
i. Financial capacity:
ii. Technical capacity:
iii. Construction Capacity:
- 12.1 (a) A detailed description of the Works, essential technical and performance characteristics.
- (b) Complete set of technical information, description data, literature and drawings as required in accordance with Schedule B to Bid, Specific Works Data. This will include but not be limited to a sufficient number of drawings, photographs, catalogues, illustrations and such other information as is necessary to illustrate clearly the significant characteristics such as general construction dimensions and other relevant information about the works to be performed.
- 13.1 Amount of Bid Security 02% of Bid Price.
- 14.1 Period of Bid Validity 60 Days
- 14.4 Number of Copies of the Bid to be submitted: One Original plus One copy.
- 14.6 (a) Procuring Agency's Address for the Purpose of Bid Submission Office of the Executive Engineer Barrage Division Sukkur

BIDDING DOCUMENT

15.1 Deadline for Submission of Bids Time 12 hours on 02.11.2015

16.1 Venue, Time, and Date of Bid Opening

Venue:	Office of the Executive Engineer Barrage Division Sukkur
Time	01 pm
Date	02.11.2015

16.4 Responsiveness of Bids

(i) Bid is valid till required period.

(ii) Bid prices are firm during currency of contract/Price adjustment;

(a) **Fixed Price contract:** In these contracts no escalation will be provided during currency of the contract and normally period of completion of these works is upto 12 months.

(b) **Price adjustment contract:** In these contracts escalation will be paid only on those items and in the manner as notified by Finance Department, Government of Sindh, after bid opening during currency of the contract.

iii) Completion period offered is within specified limits.

iv) Bidder is eligible to Bid and possesses the requisite experience, capability and qualification.

v) Bid does not deviate from basic technical requirements and

vi) Bids are generally in order, etc.



BIDDING DOCUMENT

FORM OF BID



BIDDING DOCUMENT

FORM OF BID

Bid Reference No. : - Construction of Filter Plan for Drinking Purpose, Providing & Laying New P.E Pipe & Renovation of Outdated Sewerage and Sump well in Barrage Township Sukkur (PACKAGE # 5)

To,

EXECUTIVE ENGINEER,
BARRAGE DIVISION SUKKUR.

Gentlemen,

1. Having examined the Bidding Documents including Instructions to Bidders, Bidding Data, Conditions of Contract, Contract Data, Specifications, Drawings, if any, Schedule of Prices and Addenda Nos. _____ for the execution of the above-named works, we, the undersigned, being a company doing business under the name of and address _____ and being duly incorporated under the laws of Pakistan hereby offer to execute and complete such works and remedy any defects therein in conformity with the said Documents including Addenda thereto for the Total Bid Price of Rs _____ (Rupees _____) or such other sum as may be ascertained in accordance with the said Documents.
2. We understand that all the Schedules attached hereto form part of this Bid.
3. As security for due performance of the undertakings and obligations of this Bid, we submit herewith a Bid Security in the amount of _____ drawn in your favour or made payable to you and valid for a period of twenty eight (28) days beyond the period of validity of Bid.
4. We undertake, if our Bid is accepted, to commence the Works and to deliver and complete the Works comprised in the Contract within the time(s) stated in Contract Data.
5. We agree to abide by this Bid for the period of _____ days from the date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
6. Unless and until a formal Agreement is prepared and executed, this Bid, together with your written acceptance thereof, shall constitute a binding contract between us.
7. We undertake, if our Bid is accepted, to execute the Performance Security referred to in Conditions of Contract for the due performance of the Contract.
8. We understand that you are not bound to accept the lowest or any bid you may receive.
9. We do hereby declare that the Bid is made without any collusion, comparison of figures or arrangement with any other person or persons making a bid for the Works.

BIDDING DOCUMENT

Dated this _____ day of _____, 20

Signature _____

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

(Name of Bidder in Block Capitals)

(Seal)

Address

Witness:

(Signature) _____

Name: _____

Address: _____

BIDDING DOCUMENT

SCHEDULES TO BID INCLUDE THE FOLLOWING:

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

BIDDING DOCUMENT

SCHEDULE – A TO BID

SCHEDULE OF PRICES – SUMMARY OF BID PRICES

Bill No.	Description	Total Amount (Rs.)
1.	Construction of Filter Plant for Drinking Purpose in Barrage Township Sukkur. (Package # 5)	
2.	Quotation of Non-scheduled Items for Construction of Filter Plant for Drinking Purpose in Barrage Township Sukkur. (Package # 5)	
3.	Providing and Laying New P.E Pipe Line for Drinking Purpose in Barrage Township & Left Bank Colony Sukkur. (Package # 5)	
4.	New Boring for Drinking Purposes in Barrage Township Sukkur. (Package # 5)	
5.	Renovation Outdated Sewerage & New Sumpwell with Workshop at Barrage Township Sukkur. (Package # 5)	
	TOTAL BID PRICE: -	

BIDDING DOCUMENT

SCHEDULE – A TO BID

SCHEDULE OF PRICES

Bill No. 1 CONSTRUCTION OF FILTER PLANT FOR DRINKING PURPOSE IN BARRAGE TOWNSHIP SUKKUR. (PACKAGE # 5)

Item No.	Description	Quantity	Unit	Rate	Total Amount
01.	Excavation in founding of building bridges and other structure including dag belling dressing, rifling around structure with execrated earth watering and ramming lead up to 5ft.(b)in ordinary soil (P-4 / I-18)	162 Sft	% Cft	3176.25	515
02.	Cement concert or stone ballast 1½" to 2" guage (b) ratio (1:4:8) (P-14) (item 4 b)	54 Sft	% Cft	9416.98	5085
03.	Pacca Brick work foundation in plinth in. © Cement sand mortar 1:6 P-19 / I-4 I E	162	% Cft	11948.36	19356
04.	Fabrication of mild steel reinforces for cement concert including cutting, bending, laying in position making joints and fastening including cost of sanding wire C/B also including removal of rest from bars using tor bars (P-16) (item8) rings	6.216 Cwt	P.Cwt	5001.70	12442
05.	Reinforced cement concert work including all labor and material except the cost of steel reinforced and its labor for binding and binding which will be paid separately. His rate also including all kinds of farms mould lifting shuttering carriage rendering and finishing the exposed surface (including serceing and washing of sling). (a) RC work in roof, slab beam, cloums rafts, lintels and other structural numbers laid in site, or pre coast laid in position complete in all respect. (1) Ratio (1:2:4) 90 Cbs cement 2cft sand 4cft sling 1/8" to ¼" guage. (P-15) (item6)	47 Sft	P. Cft	337/-	15839
06.	Pacca Brick work other than building including stricking joints up to 20ft height cement sand mortar (1:3). (P-21) (Item-7 c)	474 Sft	% Cft	12899.70	61144
07.	Cement concert plain including placing finishing and cerring complete (including) careening and washing at stone aggregate with out shattering (1:2:4).(P-15 / I-5f)	108 Sft	% Cft	14429/25	15583
08.	Providing and fixing in position doors window and ventilators of 1 st class deodar wood frame and 1½" thick teak wood ply shutters of 2 nd class deodar wood skelection (solid) stules and rails core of partal wood and teak plu wood (3-Ply) on both sides i/c holds fasts, hinges iron tower bolts, handles and cleats, with etc complete. (P-64 / I-57)	61 Sft	P. Sft	1182.56	72136

BIDDING DOCUMENT

Item No.	Description	Quantity	Unit	Rate	Total Amount
09.	First class tiles roofing consisting of 4" earth and 1" mud plaster with goobri luping over 1 1/2" thick cement plaster 1:6 with 34 cbs of hot betumem coating sand blineded provided over 2 layer of tiles 12"x6"x1" 1/4" laid in 1:6 cement mortar with 1/2" thick sand wiched layer of 1:6 cement mortar including 1:2 cement pointing under side of tiles complete including curring etc (P-32) (item-1)	216 Sft	% Sft	11443.10	24717
10.	Girder In Quality (Schedule Material 140).	6.10 Cwt	P. Cwt	3850/-	23485
11.	Angle Iron T-Iron Strips Grating CI Mould Items and Rolls (Schedule of Material 144)	5.50 Cwt	P. Cwt	3575/-	19662
12.	Providing and laying single per layer of polythene sheet 0.13mm thick or water proofing as per specification instructions of engineer incharge. (P-37/38)	216 Sft	P. Sft	10.70	2311
13.	Rain water down pipe cost iron lead fixed in place i/c cost of clamp hold fast and panling. (P-36) (Item-23).	4	P. Rft	876.39	3505
14.	Cement plasters (1:3). 12 height 1/2" thick (P-51 / I-9b)	1233 Sft	% Sft	2496.72	30784
15.	Cement Plaster (1:2), up to 12ft height 1/2" thick.(P-51 / I-10 b)	1233 Sft	% Sft	2344.59	28909
16.	Cement pointing struck joints on wall ratio (1:3) (P-52) (item 19 a)	660 Sft	% Sft	1213.58	8010
17.	White wash or color wash (P-53) (item25 b).	1233 Sft	% Sft	859.90	10602
18.	Distemper 3 coat (P-53 / I-24c)	1233 Sft	% Sft	1079.65	13312
19.	Providing & fixing fiber glass tank with approved design and wall thickness as specified i/c cost of nuts polts and fixing in plate forum of c.c 1:3:6 and making connection for inlate out late and over flow inlate out flow pipes etc compete (P-18 / I-3) B 350 Gallons.	1	Each	30773.42	30773.42
20	Boring for tube well in all water bearing soils from ground level upto 100 ft. or 30.5 meter depth i/c sinking and with drawing of casing pipe 3" dia.	100	P. Rft	160	16000
SUB-TOTAL: -					4,32,819
Percentage Quoted % Above/Below on the Prices of Items Based On Composite Schedule of Rates Rs.					
TOTAL: -					
(Rupees _____)					

BIDDING DOCUMENT

SCHEDULE – A TO BID

BILL OF QUANTITIES (NON-SCHEDULED ITEMS)

Bill No. 2 QUOTATION OF NON-SCHEDULED ITEMS FOR CONSTRUCTION OF FILTER PLANT FOR DRINKING PURPOSE IN BARRAGE TOWNSHIP SUKKUR. (PACKAGE # 5)

Item No.	Description	Quantity	Unit	Rate	Total Amount
1.	Providing & fixing piston pump 3 HP Single phase 220 volts with 1/14" x 1/14" suction and delivery (Local made) (Electric).	1			
	<u>Ultra Filtration Plant</u>				
01.	Type "XI" Plants for Turbidity Arsenic and Bacteriological Removal Arsenic Removal Plants along with Ultra filtration Plants i/c equipment and accessories where Arsenic is in Expressive Consideration.	1			
	i. Automatic PLC System				
	ii. Pressure Pumps. Coupled with motor of requisite rating (if required)				
	iii. Control Panel. For complete system i/c connection.				
	iv. All pupe work i/c feed water pipe line.				
	v. Pressure Gauges and flow meters.				
	vi. Flexible treated water storage tank of 6000 liter capacity.				
	vii. Feed water storage tank of 2000 liter capacity.				
	<u>Labour Charges</u>				
	Fitting & Labour	1 Job			
	TOTAL: -				
	(Rupees _____)				

BIDDING DOCUMENT

SCHEDULE – A TO BID

SCHEDULE OF PRICES

Lill No. 3 PROVIDING AND LAYING NEW P.E PIPE LINE FOR DRINKING PURPOSE IN BARRAGE TOWNSHIP & LEFT BANK COLONY SUKKUR. (PACKAGE # 5).

Item No.	Description	Quantity	Unit	Rate	Total Amount
1.	Dismantling and removing road mantling. (P-13/I-51)	11520	%Sft.	605	69696
2.	Excavation of pipe line in trenches and pits in all kind of soils of murum i/c trimming and dressing sides to true alignment and shape and disposal of surplus earth within a one chain as directed by engineer incharge providing fence golarads lights flags and temporary traffic wherever required left up to 5 ft. (1.52m) and lead up to one chain (30.5m) (P-62/I-5 SPHED)	256500	%0Cft	4650	1192725
3.	Providing and laying and fixing in trench i/c fitting, jointing, and testing etc completed in all respect the high density ploy theylene P.F pipes (HDPP-100) for w/s conforming 4427/din 8074/8075 B.S3580 and PSI 3051.				
	200 mm (8")	3100	P.Rft.	691	2142100
	180 mm (6")	1600	P.Rft.	568	908800
	110 mm (4")	4100	P.Rft.	224	918400
	75 mm (3")	22000	P.Rft.	109	2398000
	50 mm (2")	3700	P.Rft.	59	218300
4.	Providing laying UPVC pipes of class (d) fixing in trench i/c cutting fitting and jointing with solvent cement i/c testing with water to head of 122 meter or 400 ft. (P-24/I-6).	4000	P.Rft.	43	172000
	Special 14% Amount of Item No. 3				921984
	SUB-TOTAL: -				89,42,005
	Percentage Quoted % Above/Below on the Prices of Items Based On Composite Schedule of Rates Rs.				
	TOTAL: -				
	(Rupees _____)				

BIDDING DOCUMENT

SCHEDULE – A TO BID

SCHEDULE OF PRICES

Bill No. 4 NEW BORING FOR DRINKING PURPOSES IN BARRAGE TOWNSHIP SUKKUR. (PACKAGE # 5).

Item No.	Description	Quantity	Unit	Rate	Total Amount
01.	Boring for tube well in all water bearing soils from depth 100 to 200 ft. or 30.51 meter below ground including siking and with drawing of casing pipe (P-42 / I-2).	300	P. Rft	724	217200
02.	Boring for tube well in all water bearing soils from depth 200 to 300 ft. or 60.01 to 91.5 meter below ground level including siking and with drawing of casing pipe (P-42 / I-3).	60	P. Rft	774	46440
03.	Supplying & installing PVC strainers (B) class of approved design quality and make i/c necessary sockets etc complete (P-43 / I-9).	210	P. Rft	1061.25	222863
04.	Supplying & installing M.S. blind pipe 3"/16 (5mm) thick of best and approved quality and make i/c necessary sockets etc complete (P-44 / I-11).	150	P. Rft	1265.70	189855
05.	Shourding with graded Bajiri (3/8" to 1/8") or (9 to 3mm) in between bore and blind pipe for the following dia meters of strainers (P-45 / I-13).	210	P. Rft	154	32340
06.	Plugging of joints of casing and blind pipe with cement concrete (1:1 = 1:2:3) (P-45 / I-14).	120	P. Rft	347	41640
07.	Development of tube well (P-43 / I-8a).	360	P. Rft	200	72000
08.	Supplying & fixing M.S bund plug (P-43 / I-8a)	3	Each	2607	7821
09.	Providing & fixing piston pump 1 HP Single phase 220 volts with 1/14" x 1/14" suction and delivery (Local made) (Electric).	4	Each	250000	1000000
SUB-TOTAL: -					18,30,159
Percentage Quoted % Above/Below on the Prices of Items Based On Composite Schedule of Rates Rs.					
TOTAL: -					
(Rupees _____)					

BIDDING DOCUMENT

SCHEDULE – A TO BID

SCHEDULE OF PRICES

Bill No. 5 RENOVATION OUTDATED SEWERAGE & NEW SUMPWELL WITH WORKSHOP AT BARRAGE TOWNSHIP SUKKUR. (PACKAGE # 5).

Item No.	Description	Quantity	Unit	Rate	Total Amount
	<u>Sub-Head No. 1 Internal Drains</u>				
1.	Surface drains with tege and reimbursement of pacca brick masonry etc complete (P-5/I-11a)	2500	P.Rft.	454	1135000
2.	Extra brick masonry for slope in cc drain with tega reimbursement etc complete (P-5/I-11d)	2500	P.Rft.	55.48	138700
	<u>Sub-Head No. 2 External Drain</u>				
1.	Surface drains with tege and reimbursement of pacca brick masonry etc complete.	2500	P.Rft.	637	637000
2.	Extra brick masonry for slope in cc drain with tega reimbursement etc complete.	1000	P.Rft.	278.29	278290
3.	RCC slab (1:2:4) on drains i/c reinforcement (P-7/I-5)	261	P.Cft.	605.28	157978
	<u>Sub-Head No. 3 Sludge Disposal</u>				
	<u>Sub Work-1 RCC Collecting Tank</u>				
1.	RCC Collecting Tanks Sump	397.41	P.Sft	4206	1671487
	<u>Sub Work-2 Screening Chamber</u>				
1.	RCC Collecting Sump below spring level etc complete	61.75	P.Sft.	4206	259721
2.	Providing & fixing screen 4'x10' consisting of M.S flat iron 1 ½" x3/8" in edge with 1".	1	22730	Each.	22730
	<u>Sub Work-3 Pump House (20'x20')</u>				
1.	Pump house of pacca brick masonry with CC 1:3:6 upto plinth level. With Vertical Shuttering.	506.25	P.Sft.	1651	835820
	<u>Sub Work-4 Pump Machinery</u>				
1.	Supplying & installing AC Electric Motor 20 BHP coupled with non-coupling pump giving discharge 243 GPM against the head of 60 ft.	4	P.Set.	800000	3200000
2.	Provision for interconnection	4	P.Set.	750000	300000
	<u>Sub Work-5 A.C Rising Main</u>				
1.	Providing laying jointing & testing A.C pressure pipe B Glass i/c earth work in ordinary soil (P-4/I-1).	300	P.Rft.	530	159000
2.	Add 14% for G.I Specials				22260

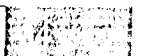
BIDDING DOCUMENT

Item No.	Description	Quantity	Unit	Rate	Total Amount
	<u>Sub-Head No. 4 Other</u>				
	<u>Sub Work-1 Compound Wall</u>				
1.	Compound Wall of pacca brick masonry with CC plain 1:3:6 as per approved drawing	256	P.Rft.	1645	421120
2.	Providing & fixing M.S Gate with locking arrangement.	1	P.Set.	52324	52324
	<u>Sub-Head No. 5 Operation & Maintenance Charges</u>				424500
	<u>Sub-Head No. 6 Physical Contingency 2%</u>				185829
	SUB-TOTAL: -				99,01,758
	Percentage Quoted	% Above/Below on the Prices of Items Based On Composite Schedule of Rates Rs.			
		TOTAL: -			
	(Rupees _____)				

BIDDING DOCUMENT

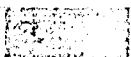
SCHEDULE - B TO BID

SPECIFIC WORKS DATA



WORKS TO BE PERFORMED BY SUBCONTRACTORS

Not applicable,
the bidder will do all work with his own forces.



BIDDING DOCUMENT

SCHEDULE - D TO BID

PROPOSED PROGRAMME OF WORKS

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



BIDDING DOCUMENT

SCHEDULE – E TO BID

METHOD OF PERFORMING WORKS

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

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



BIDDING DOCUMENT

CONDITIONS OF CONTRACT



BIDDING DOCUMENT

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BIDDING DOCUMENT

CONDITIONS OF CONTRACT

1. GENERAL PROVISIONS

1.1 Definitions

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

The Contract

1.1.11 “**Contract**” means the Contract Agreement and the other documents listed in the Contract Data.

1.1.2 “**Specifications**” means the document as listed in the Contract Data, including Procuring Agency’s requirements in respect of design to be carried out by the Contractor (if any), and any Variation to such document.

1.1.3 “**Drawings**” means the Procuring Agency’s drawings of the Works as listed in the Contract Data, and any Variation to such drawings.

Persons

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

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

1.1.6 “**Party**” means either the Procuring Agency or the Contractor.

Dates, Times and Periods

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

1.1.8 “**Day**” means a calendar day

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

Money and Payments

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

BIDDING DOCUMENT

Other Definitions

- 1.1.11 “**Contractor’s Equipment**” means all machinery, apparatus and other things required for the execution of the Works but does not include Materials or Plant intended to form part of the Works.
- 1.1.12 “**Country**” means the Islamic Republic of Pakistan.
- 1.1.13 “**Procuring Agency’s Risks**” means those matters listed in Sub-Clause 6.1.
- 1.1.14 “**Force Majeure**” means an event or circumstance which makes performance of a Party’s obligations illegal or impracticable and which is beyond that Party’s reasonable control.
- 1.1.15 “**Materials**” means things of all kinds (other than Plant) to be supplied and incorporated in the Works by the Contractor.
- 1.1.16 “**Plant**” means the machinery and apparatus intended to form or forming part of the Works.
- 1.1.17 “**Site**” means the places provided by the Procuring Agency where the Works are to be executed, and any other places specified in the Contract as forming part of the Site.
- 1.1.18 “**Variation**” means a change which is instructed by the Engineer/Procuring Agency under Sub-Clause 10.1.
- 1.1.19 “**Works**” means any or all the works whether Supply, Installation, Construction etc. and design (if any) to be performed by the Contractor including temporary works and any variation thereof.
- 1.1.20 “**Engineer**” means the person notified by the Procuring Agency to act as Engineer for the purpose of the Contract and named as such in Contract Data.

1.2 Interpretation

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

1.3 Priority of Documents

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

1.4 Law

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

BIDDING DOCUMENT

1.5 Communications

All Communications related to the Contract shall be in English language.

1.6 Statutory Obligations

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

2. THE PROCURING AGENCY

2.1 Provision of Site

The Procuring Agency shall provide the site and right of access thereto at the times stated in the Contract Data.

Site Investigation Reports are those that were included in the bidding documents and are factual and interpretative reports about the surface and subsurface conditions at the Site.

2.2 Permits etc.

The Procuring Agency shall, if requested by the Contractor, assist him in applying for permits, licenses or approvals which are required for the Works.

2.3 Engineer's/Procuring Agency's Instructions

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

2.4 Approvals

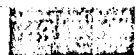
No approval or consent or absence of comment by the Engineer/Procuring Agency shall affect the Contractor's obligations.

3. ENGINEER'S/PROCURING AGENCY'S REPRESENTATIVES

3.1 Authorized Person

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

Assistant Executive Engineer will act on behalf of Executive Engineer/Procuring Agency.



BIDDING DOCUMENT

3.2 Engineer's/Procuring Agency's Representative

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

4. THE CONTRACTOR

4.1 General Obligations

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

4.2 Contractor's Representative

The Contractor shall appoint a representative at site on full time basis to supervise the execution of work and to receive instructions on behalf of the Contractor but only after obtaining the consent of the Procuring Agency for such appointment which consent shall not be withheld without plausible reason(s) by the Procuring Agency. Such authorized representative may be substituted/replaced by the Contractor at any time during the Contract Period but only after obtaining the consent of the Procuring Agency as aforesaid.

4.3 Subcontracting

The Contractor shall not subcontract the whole of the works. The Contractor shall not subcontract any part of the works without the consent of the Procuring Agency.

4.4 Performance Security

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

5. DESIGN BY CONTRACTOR

5.1 Contractor's Design

The Contractor shall carry out design to the extent specified, as referred to in the Contract Data. The Contractor shall promptly submit to the Engineer/Procuring Agency all designs prepared by him, within fourteen (14) days of receipt the Engineer/Procuring Agency shall notify any comments or, if the design submitted is not in accordance with the Contract, shall reject it stating the reasons.

Contractor shall not construct any element of the works designed by him within fourteen (14) days after the design has been submitted to the Engineer/Procuring Agency or which has been rejected. Design that has been rejected shall be promptly amended and resubmitted. The Contractor shall resubmit all designs commented on taking these comments into account as necessary.

BIDDING DOCUMENT

5.2 Responsibility for Design

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

6. PROCURING AGENCY'S RISKS

6.1 The Procuring Agency's Risks

The Procuring Agency's Risks are:-

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

BIDDING DOCUMENT

7. TIME FOR COMPLETION

7.1 Execution of the Works

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

7.2 Programme

Within the time stated in the Contract Data, the Contractor shall submit to the Engineer/Procuring Agency a programme for the Works in the form stated in the Contract Data.

7.3 Extension of Time

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

7.4 Late Completion

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

8. TAKING-OVER

8.1 Completion

The Contractor may notify the Engineer/Procuring Agency when he considers that the Works are complete.

8.2 Taking-Over Notice

Within fourteen (14) days of the receipt of the said notice of completion from the Contractor the Procuring Agency/Engineer shall either takeover the completed works and issue a Certificate of Completion to that effect or shall notify the Contractor his reasons for not taking-over the works. While issuing the Certificate of Completion as aforesaid, the Procuring Agency/Engineer may identify any outstanding items of work which the Contractor shall undertake during the Maintenance Period.



9. REMEDYING DEFECTS

9.1 Remediating Defects

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

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

9.2 Uncovering and Testing

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

10. VARIATIONS AND CLAIMS

10.1 Right to Vary

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

10.2 Valuation of Variations

Variations shall be valued as follows:

- a) At a lump sum price agreed between the Parties, or
- b) Where appropriate, at rates in the Contract, or
- c) In the absence of appropriate rates, the rates in the Contract shall be used as the basis for valuation, or failing which
- d) At appropriate new rates, as may be agreed or which the Engineer/Procuring Agency considers appropriate, or
- e) If the Engineer/Procuring Agency so instructs, at day work rates set out in the Contract Data for which the Contractor shall keep records of hours of labour and Contractor's Equipment, and of Materials, used.

BIDDING DOCUMENT

10.3 Changes in the Quantities.

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

10.4 Early Warning

The Contractor shall notify the Engineer/Procuring Agency in writing as soon as he is aware of any circumstance which may delay or disrupt the Works, **No will be made.**

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

10.5 Valuation of Claims

If the Contractor incurs Cost as a result of any of the Procuring Agency's Risks, the Contractor shall not be entitled to the amount of such Cost. If as a result of any Procuring Agency's Risk, it is necessary to change the Works, this shall be dealt with as a no Variation subject to Contractor's notification for intention of claim to the Engineer/Procuring Agency.

10.6 Variation and Claim Procedure

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

11. CONTRACT PRICE AND PAYMENT

11.1 (a) Terms of Payments

The amount due to the Contractor under any Interim Payment Certificate issued by the Engineer pursuant to this Clause, or to any other terms of the Contract, shall, subject to Clause 11.3, be paid by the Procuring

Agency to the Contractor within 30 days after such Interim Payment Certificate has been jointly verified by Procuring Agency and Contractor, or, in the case of the



BIDDING DOCUMENT

Final Certificate referred to in Sub Clause 11.5, within 60 days after such Final Payment Certificate has been jointly verified by Procuring Agency and Contractor; the payment shall be made to contractor subject to availability of funds.

(b) Valuation of the Works

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

11.2 Monthly Statements

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

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

The Contractor shall submit each month to the Engineer/Procuring Agency a statement showing the amounts to which he considers himself entitled.

Note (Payment would be subject to the provision of funds)

11.3 Interim Payments

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

Note (Payment would be subject to the provision of funds)

11.4 Retention

Retention money shall be paid by the Procuring Agency to the Contractor within Ninety (90) days after either the expiry of the period stated in the Contract Data, or the remedying of notified defects, or the completion of outstanding work, all as referred to in Sub-Clause 9.1, whichever is the later.

11.5 Final Payment

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

On availability of funds receipt of the verified final account from the Assistant Executive, the Procuring Agency shall pay to the Contractor any amount due to the Contractor. While making such payment the Procuring Agency may, for reasons to be given to the Contractor in writing, withhold any part or parts of the verified amount.

BIDDING DOCUMENT

11.6 Currency

Payment shall be in the currency Pak Rupees.

12. DEFAULT

12.1 Defaults by Contractor

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

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

12.2 Defaults by Procuring Agency

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

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

Procuring agency would be bound with the release of funds from the Government only.

12.3 Insolvency

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

12.4 Payment upon Termination

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

- a) Any sums to which the Contractor is entitled under Sub-Clause 10.4,
- b) Any sums to which the Procuring Agency is entitled,



BIDDING DOCUMENT

- c) If the Procuring Agency has terminated under Sub-Clause 12.1 or 12.3, the Procuring Agency shall be entitled to a sum equivalent to twenty percent (20%) of the value of parts of the Works not executed at the date of the termination, and
- d) If the Contractor has terminated under Sub-Clause 12.2 or 12.3, the Contractor shall be entitled to the cost of his demobilization together with a sum equivalent to ten percent (10%) of the value of parts of the works not executed at the date of termination.

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

13. RISKS AND RESPONSIBILITIES

13.1 Contractor's Care of the Works

Subject to Sub-Clause 9.1, the Contractor shall take full responsibility for the care of the Works from the Commencement Date until the date of the Procuring Agency's/Engineer's issuance of Certificate of Completion under Sub-Clause 8.2. Responsibility shall then pass to the Procuring Agency. If any loss or damage happens to the Works during the above period, the Contractor shall rectify such loss or damage so that the Works conform with the Contract. Unless the loss or damage happens as a result of any of the Procuring Agency's Risks, the Contractor shall indemnify the Procuring Agency, or his agents against all claims loss, damage and expense arising out of the Works.

13.2 Force Majeure

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

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

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

- a) Any sums to which the Contractor is entitled under Sub-Clause 10.1,
- b) The cost of his demobilization, and
- c) Less any sums to which the Procuring Agency is entitled.

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

14. INSURANCE

14.1 Arrangements

The Contractor shall, prior to commencing the Works, effect insurances of the types, in the amounts and naming as insured the persons stipulated in the Contract Data

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except for items (a) to (e) and (i) of the Procuring Agency's Risks under Sub-Clause 6.1. The policies shall be issued by insurers and in terms approved by the Procuring Agency. The Contractor shall provide the Engineer/Procuring Agency with evidence that any required policy is in force and that the premiums have been paid.

14.2 Default

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

15. RESOLUTION OF DISPUTES

15.1 Engineer's Decision

If a dispute of any kind whatsoever arises between the Procuring Agency and the Contractor in connection with the works, the matter in dispute shall, in the first place, be referred in writing to the Engineer, with a copy to the other party. Such reference shall state that it is made pursuant to this Clause. No later than the twenty eight (28) days after the day on which he received such reference, the Engineer shall give notice of his decision to the Procuring Agency (Superintending Engineer) and the Contractor.

Unless the Contract has already been repudiated or terminated, the Contractor shall, in every case, continue to proceed with the work with all due diligence, and the Contractor and the Procuring Agency (Superintending Engineer) shall give effect forthwith to every such decision of the Engineer unless and until the same shall be revised, as hereinafter provided in an arbitral award.

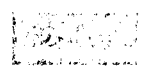
15.2 Notice of Dissatisfaction

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

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

15.3 Arbitration

A dispute which has been the subject of a notice of dissatisfaction shall be finally settled as per provisions of Arbitration Act 1940 (Act No. X of 1940) and Rules made there under and any statutory modifications thereto. Any hearing shall be held



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at the place specified in the Contract Data and in the language referred to in Sub-Clause 1.5.

16. INTEGRITY PACT

16.1 If the Contractor or any of his Sub-Contractors, agents or servants is found to have violated or involved in violation of the Integrity Pact signed by the Contractor as Schedule-F to his Bid, then the Procuring Agency shall be entitled to:

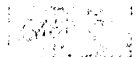
- (a) Recover from the Contractor an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by the Contractor or any of his Sub-Contractors, agents or servants;
- (b) Terminate the Contract; and
- (c) Recover from the Contractor any loss or damage to the Procuring Agency as a result of such termination or of any other corrupt business practices of the Contractor or any of his Sub-Contractors, agents or servants.

On termination of the Contract under Sub-Para (b) of this Sub-Clause, the Contractor shall demobilize from the site leaving behind Contractor's Equipment which the Procuring Agency instructs, in the termination notice, to be used for the completion of the works at the risk and cost of the Contractor. Payment upon such termination shall be made under Sub-Clause 12.4, in accordance with Sub-Para (c) thereof, after having deducted the amounts due to the Procuring Agency under Sub-Para (a) and (c) of this Sub-Clause.



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CONTRACT DATA



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CONTRACT DATA

Sub-Clauses of Conditions of Contract

- 1.1.3 Procuring Agency's Drawings, if any Can be seen in the office of the Executive Engineer Barrage Division Sukkur.
- 1.1.4 The Procuring Agency means Executive Engineer
- 1.1.5 The Contractor means Bidder
- 1.1.7 Commencement Date Will be started within fourteen (14) days after signing of the Contract Agreement.
- 1.1.9 Time for Completion 36 Months
- 1.1.20 Engineer (mention the name, along with the designation including whether he belongs to department or consultant) and other details Mr. Shamsuddin Soomro
Assistant Executive Engineer
Spur Sub-Division Sukkur
- 1.3 Documents forming the Contract listed in the order of priority:
- (a) The Contract Agreement
 - (b) Letter of Acceptance
 - (c) The completed Form of Bid
 - (d) Contract Data
 - (e) Conditions of Contract
 - (f) The completed Schedules to Bid including Schedule of Prices
 - (g) The Drawings
 - (h) The Specifications
- 2.1 Provision of Site: On the Commencement Date
- 3.1 Authorized person: Assistant Executive Engineer
Spur Sub-Division Sukkur
- 3.2 Name and address of Engineer's/
Procuring Agency's representative ---
- 4.4 Performance Security
Amount 5% of Bid
Validity (Valid upto the end of the project under the provisions of SPP Rules)
- 5.1 Requirements for Contractor's design (if any): Specification Clause No's _____

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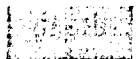
- 7.2 Programme:
Time for submission: **Within fourteen (14) days of the Commencement Date.**
Form of Programme: **Bar Chart identifying the critical activities.**
- 7.4 Amount payable due to failure to complete shall be **0.05%** per day upto a maximum of **10%** of sum stated in the Letter of Acceptance.
(Usually the liquidated damages are set between 0.05 percent and 0.10 percent per day.)
- 7.5 Early Completion
In case of earlier completion of the Work, the Contractor is entitled to be paid bonus up-to limit and at a rate equivalent to **50%** of the relevant limit and rate of liquidated damages stated in the contract data. **Not applicable**
- 9.1 Period for remedying defects **36 Months**
- 10.2 (c) Variation procedures: ---
- 11.1 Terms of Payments
- a) Mobilization Advance
- (1) **Mobilization Advance up to 10 % of the Contract Price stated in the Letter of Acceptance shall be paid by the Procuring Agency to the Contractor on the works costing Rs.2.5 million or above on following conditions:**
- (i) on submission by the Contractor of a Mobilization Advance Guarantee for the full amount of the Advance in the specified form from a Commercial Bank in Pakistan to the Procuring Agency;
- (ii) Contractor will pay interest on the mobilization advance at a rate of 10% per annum on the advance; and
- (iii) This Advance including the interest shall be recovered in 5 equal installments from the five (05) R.A bills and in case the number of bills is less than five (05) then 1/5th of the advance inclusive of the interest thereon shall be recovered from each bill and the balance together with interest be recovered from the final bill. It may be insured that the full amount in the final bill to enable recovery of the Mobilization Advance.
- OR
- 2) Secured Advance on Material
- (a) The Contractor shall be required to receive from the Procuring Agency Secured Advance against an FIDELITY BOND in P W Account Form No. 31 (Fin. R. Form No. 2 acceptable to the Procuring Agency of such sum as the Engineer may consider proper in respect of non-perishable materials brought at the Site but not yet incorporated in the Permanent Works provided that:
- (i) The materials are in accordance with the Specifications for the Permanent Works;
- (ii) Such materials have been delivered to the Site and are properly stored and protected against loss or damage or deterioration to the satisfaction and verification of the Engineer but at the risk and cost of the Contractor;
- (iii) The Contractor's records of the requirements, orders, receipts and use of materials are kept in a form approved by the Engineer, and such records shall be

BIDDING DOCUMENT

- available for inspection by the Engineer;
- (iv) The Contractor shall submit with his monthly statement the estimated value of the materials on Site together with such documents as may be required by the Engineer for the purpose of valuation of materials and providing evidence of ownership and payment therefore;
 - (v) Ownership of such materials shall be deemed to vest in the Procuring Agency and these materials shall not be removed from the Site or otherwise disposed of without written permission of the Procuring Agency;
 - (vi) The sum payable for such materials on Site shall not exceed 75% of the
 - (i) landed cost of imported materials, or
 - (ii) ex-factory/ex-warehouse price of locally manufactured or produced materials, or
 - (iii) market price of stands other materials;
 - (vii) Secured Advance should not be allowed unless & until the previous advance, if any, fully recovered;
 - (viii) Detailed account of advances must be kept in part I of the account bill; and -
 - (ix) Secured Advance may be permitted only against materials quantities anticipated to be consumed / utilized on the work within a period of 6 months from the date of issue of secured advance and definitely for quantities of materials for the entire work/contract
- (b) Recovery of Secured Advance:
- (i) Secured Advance paid to the Contractor under the above provisions shall be effected from the monthly payments on actual consumption basis, but not later than period specified in the bill (which shall not be more than three months (even if unused)); other conditions:
 - (ii) As recoveries are made the outstanding accounts of the items concerned in Part II should be adjusted by making deduction entries in the column: "deduct quantity utilized in work measured since previous bill," equivalent to the quantities of materials used by the contractor on items of work shown as executed in part I of the bill.
- (c) Inter payments: The Contractor shall submit to the Engineer monthly statements of the estimated value of the work completed less the cumulative amount certified previously.
- (i) The value of work completed comprises the value of the quantities of the items in the Bill of Quantities completed.
 - (ii) Value of secured advance on the materials and valuation of variations (if any).
 - (iii) Engineer may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.
 - (iv) Retention money and other advances are to be recovered from the bill submitted by contractor.

11.2 (a) Valuation of the Work:

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



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11.3 Percentage of retention Three 03%

11.6 Currency of payment: Pak. Rupees

14.1 **Insurances:**

Type of cover

The Works

Amount of cover

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

Type of cover

Contractor's Equipment:

Amount of cover

Full replacement cost

Type of cover

Third Party-injury to persons and damage to property _____

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

Workers: _____

Other cover: _____

14.2 Amount to be recovered
Premium plus _____ percent (____%).

15.3 Arbitration
Place of Arbitration: _____



BIDDING DOCUMENT

STANDARD FORMS



BIDDING DOCUMENT

FORM OF BID SECURITY (Bank Guarantee)

Guarantee No. _____
Executed on _____

(Letter by the Guarantor to the Procuring Agency)

Name of Guarantor (Scheduled Bank in Pakistan) with
address: _____

Name of Principal (Bidder) with
address: _____

Sum of Security (express in words and
figures): _____

Bid Reference No. _____ Date of Bid _____

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Bid and at the request of the said Principal, we the Guarantor above-named are held and firmly bound unto the _____, (hereinafter called The "Procuring Agency") in the sum stated above, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Bidder has submitted the accompanying bid dated _____ for Bid No. _____ for _____ (Particulars of Bid) to the said Procuring Agency; and

WHEREAS, the Procuring Agency has required as a condition for considering said bid that the **bidder** furnishes a bid security in the above said sum from a Scheduled Bank in Pakistan or from a foreign bank duly counter-guaranteed by a Scheduled Bank in Pakistan, to the procuring agency, conditioned as under:

- (1) That the bid security shall remain in force up to and including the date 28 days after the deadline for validity of bids as stated in the Instructions to bidders or as it may be extended by the procuring agency, notice of which extension(s) to the Surety is hereby waived;
- (2) That the bid security of unsuccessful bidders will be returned by the procuring agency after expiry of its validity or upon signing of the Contract Agreement; and
- (3) That in the event of failure of the successful bidder to execute the proposed Contract Agreement for such work and furnish the required Performance Security, the entire said sum be paid immediately to the said procuring agency pursuant to Clause 15.6 of the Instruction to bidders for the successful bidder's failure to perform.

NOW THEREFORE, if the successful bidder shall, within the period specified therefore, on the prescribed form presented to him for signature enter into a formal Contract with the said procuring agency in accordance with his bid as accepted and furnish within twenty eight (28) days of his being requested to do so, a Performance Security with good and sufficient surety, as may be required, upon the form prescribed by the said procuring agency for the faithful performance and proper fulfilment of the said Contract or in the event of non-withdrawal of the said bid within the time specified for its validity then this obligation shall be void and of no effect, but otherwise to remain in full force and effect.



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PROVIDED THAT the Surety shall forthwith pay the procuring agency, the said sum upon first written demand of the procuring agency (without cavil or argument) and without requiring the procuring agency to prove or to show grounds or reasons for such demand, notice of which shall be sent by the procuring agency by registered post duly addressed to the Surety at its address given above.

PROVIDED ALSO THAT the procuring agency shall be the sole and final judge for deciding whether the Principal (Bidder) has duly performed his obligations to sign the Contract Agreement and to furnish the requisite Performance Security within the time stated above, or has defaulted in fulfilling said requirements and the Surety shall pay without objection the said sum upon demand from the procuring agency forthwith and without any reference to the Principal (Bidder) or any other person.

IN WITNESS WHEREOF, the above bounden Surety has executed the instrument under its seal on the date indicated above, the name and seal of the Surety being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

WITNESS:

SURETY (Bank)

1. _____ Signature _____

_____ Name _____

Corporate Secretary (Seal)

_____ Title _____

2. _____ **Corporate Guarantor (Seal)**

Name, Title & Address



BIDDING DOCUMENT

FORM OF PERFORMANCE SECURITY (Bank Guarantee)

Guarantee No. _____

Executed on _____

Expiry date _____

[Letter by the Guarantor to the Procuring Agency]

Name of Surety (Bank) with Address: (Scheduled Bank in Pakistan)

Name of Principal (Bidder) with Address

Penal Sum of Security
Rupees. _____
(Rs. _____)

Letter of Acceptance No. _____ Dated _____

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the bidding documents and above said Letter of Acceptance (hereinafter called the Documents) and at the request of the said Principal we, the Guarantor above named, are held and firmly bound unto the _____ (hereinafter called the procuring agency) in the penal sum of the amount stated above for the payment of which sum well and truly to be made to the said procuring agency, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has accepted the procuring agency's above said Letter of Acceptance for _____ (Name of Contract) for the _____ (Name of Project).

NOW THEREFORE, if the Principal (Contractor) shall well and truly perform and fulfill all the undertakings, covenants, terms and conditions of the said Documents during the original terms of the said Documents and any extensions thereof that may be granted by the procuring agency, with or without notice to the Guarantor, which notice is, hereby, waived and shall also well and truly perform and fulfill all the undertakings, covenants terms and conditions of the Contract and of any and all modifications of said Documents that may hereafter be made, notice of which modifications to the Guarantor being hereby waived, then, this obligation to be void; otherwise to remain in full force and virtue till all requirements of Clause 49, Defects Liability, of Conditions of Contract are fulfilled.

Our total liability under this Guarantee is limited to the sum stated above and it is a condition of any liability attaching to us under this Guarantee that the claim for payment in writing shall be received by us within the validity period of this Guarantee, failing which we shall be discharged of our liability, if any, under this Guarantee.

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We, _____ (the Guarantor), waiving all objections and defenses under the Contract do hereby irrevocably and independently guarantee to pay to the procuring agency without delay upon the procuring agency's first written demand without cavil or arguments and without requiring the procuring agency to prove or to show grounds or reasons for such demand any sum or sums up to the amount stated above, against the procuring agency's written declaration that the Principal has refused or failed to perform the obligations under the Contract which payment will be effected by the Guarantor to Procuring Agency's designated Bank & Account Number.

PROVIDED ALSO THAT the procuring agency shall be the sole and final judge for deciding whether the Principal (Contractor) has duly performed his obligations under the Contract or has defaulted in fulfilling said obligations and the Guarantor shall pay without objection any sum or sums up to the amount stated above upon first written demand from the procuring agency forthwith and without any reference to the Principal or any other person.

IN WITNESS WHEREOF, the above-bounden Guarantor has executed this Instrument under its seal on the date indicated above, the name and corporate seal of the Guarantor being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

WITNESS:

GUARANTOR (Bank)

1. _____ Signature _____

Name _____
Corporate Secretary (Seal)
Title _____

2. _____ **Corporate Guarantor (Seal)**

Name, Title & Address



BIDDING DOCUMENT

FORM OF CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT made on the _____ day of _____
between _____ of the one part and
_____ of the other part

WHEREAS the Procuring Agency is desirous that certain works, viz _____ should
be executed by the Contractor and has accepted a bid by the Contractor for the execution and
completion of such works and the remedying of any defects therein.

NOW this Agreement witnesseth-- as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents after incorporating addenda, if any, except those parts relating to Instructions to bidders shall be deemed to form and be read and constructed as part of this Agreement, viz:
 - (a) The Letter of Acceptance;
 - (b) The completed Form of Bid alongwith Schedules to Bid;
 - (c) Conditions of Contract & Contract Data;
 - (d) The priced Schedule of Prices/Bill of Quantities (BoQ);
 - (e) The Specifications; and
 - (f) The Drawings;
3. In consideration of the payments to be made by the procuring agency to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the procuring agency to execute and complete the works and remedy defects therein in conformity and in all respects with the provisions of the contract.
4. Procuring agency hereby covenants to pay the contractor, in consideration of the execution and completion of the works as per provisions of the contract, the contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed in the contract.

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IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed on the day, month and year first above written in accordance with their respective laws.

Signature of the Contractor

Signature of Procuring Agency

Seal

Seal

Signed, Sealed and Delivered in the presence of:

Witness:

Witness:

(Name, Title and Address)

(Name, Title and Address)

BIDDING DOCUMENT

MOBILIZATION ADVANCE GUARANTEE

Bank Guarantee No. _____

Date _____

WHEREAS _____ (hereinafter called the 'Procuring Agency') has entered into a Contract for _____ with _____ (hereinafter called the "Contractor").

AND WHEREAS, the Procuring Agency has agreed to advance to the Contractor, at the Contractor's request, an amount of _____ Rupees (Rs. _____) which amount shall be advanced to the Contractor as per provisions of the Contract.

AND WHEREAS, the Procuring Agency has agreed to Contractor to furnish Guarantee to secure the mobilization advance for the performance of his obligations under the said Contract.

AND WHEREAS _____ (Scheduled Bank in Pakistan) hereinafter called the "Guarantor" at the request of the Contractor and in consideration of the Procuring Agency agreeing to make the above advance to the Contractor, has agreed to furnish the said Guarantee.

NOW KNOWINGLY AND FREELY the Guarantor hereby guarantees that the Contractor shall use the advance for the purpose of the above mentioned Contract and if he fails and commits default in fulfilment of any of his obligations for which the advance payment is made, the Guarantor shall be liable to the procuring agency for payment not exceeding the aforementioned amount.

Notice in writing of any default, of which the procuring agency shall be the sole and final judge, on the part of the Contractor, shall be given by the procuring agency to the Guarantor, and on such first written demand, payment shall be made by the Guarantor of all sums then due under this Guarantee without any reference to the Contractor and without any objection.

This Guarantee shall remain in force until the advance is fully adjusted against payments from the Interim Payment Certificates of the Contractor or until _____ Date _____ whichever is earlier.

The Guarantor's liability under this Guarantee shall not in any case exceed the sum of Rupees _____ (Rs _____).

This Guarantee shall remain valid up to the aforesaid date and shall be null and void after the aforesaid date or earlier if the advance made to the Contractor is fully adjusted against payments from Interim Payment Certificates of the Contractor provided that the Guarantor agrees that the aforesaid period of validity shall be deemed to be extended if on the above mentioned date the advance payment is not fully adjusted.



BIDDING DOCUMENT

WITNESS:

GUARANTOR

1.

_____ Signature _____

_____ Name _____

Corporate Secretary (Seal)

2.

_____ Corporate Guarantor (Seal) _____

_____ Title & Address _____

NOT APPLICABLE

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INDENTURE FOR SECURED ADVANCES

(For use in cases in which the contract is for finished work and the contractor has entered into an agreement for the execution of a certain specified quantity of work in a given time).

This INDENTURE made the day of 20..... BETWEEN (hereinafter called "the Contractor" which expression shall where the context so admits or implied be deemed to include his heirs, executors, administrators and assigns) of the one part and THE GOVERNOR OF SINDH (hereinafter called "the Government" of the other part).

WHEREAS by an agreement dated (hereinafter called the said agreement, the contractor has agreed to perform the under-mentioned works (hereinafter referred to as the said work) :-

(to be enter (the description of the works).

AND WHEREAS the contractor has applied to the for an advance to him of Rupees (Rs.) on the security of materials absolutely belonging to him and brought by him to the site of the said works the subject of the said agreement for use in the execution of such of the said works as he has undertaken to execute at rates fixed for the said works (inclusive of the cost of materials and labour and other charge) AND WHEREAS the Government has agreed to advance to the Contractor the sum of Rupees, (Rs.) on the security of materials the quantities and other particulars of which are specified in the Running Account Bill (B), the said works signed by the contractor in Form 17.A

On each covenants and conditions as are hereinafter contained and the Government has reserved to itself the option of marking any further advance or advances on the security of the materials brought by the Contractor to the site of the said works.

NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of the sum of Rupees.....

(Rs.) on or before the execution of these presents paid to the Contractor by the Government (the receipt whereof the Contractor doth hereby acknowledge) and of such further advances (if any) as may be made to him as aforesaid (all of which advances are hereinafter collectively referred to as the said amount) the Contractor doth hereby assign unto the Government the said materials by way of security for the said amount

And doth hereby covenant and agree with the Government and declare ay follow :-

- (1) That the said sum of Rupees. RS. advanced by the Government to the Contractor as aforesaid and all or any further sum or sums which may be advanced as aforesaid shall be employed by the contractor in or towards, making the execution of the said works and for no other purpose whatsoever.
(2) That the materials detailed in the said Running Account Bill (B) which have been offered to and accepted by the Government as security for the said amount are absolutely by the Contractors own property free from encumbrances of any kind and the Contractor will not make any application for or receive a further advance on the security of materials which are not absolutely his own property and free from encumbrances of any kind and the contractor



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hereby agrees, at all times, to indemnify and save harmless the Government against all claims whatsoever to any materials in respect of which an advance has been made to him as aforesaid.

- (3) That the said materials mentioned in the said Running Account Bill (B) and all other materials on the security of which any further advance or advances may hereafter be made as aforesaid (hereinafter called the said materials) shall be used by the Contractor solely in the execution of the said works in accordance with the directions of the Divisional Officer (hereinafter called the Divisional Officer) and in the terms of the said agreement.
- (4) That the Contractor shall make at his own cost all necessary and adequate arrangement for the proper watch, safe custody and protection against all risks of the said material and that until used in construction as aforesaid the said materials shall remain at the site of the said works in the Contractor's custody and at his own risk and on his own responsibility and shall at all times be open to inspection by the Divisional Officer or any officer authorized by him. In the event of the said materials of any part (hereof being stolen, destroyed or damaged or becoming deteriorated in a greater degree than is due to reasonable use and wear thereof Contractor will forthwith replace the same with the like materials of like quality or repair and make good the same as required by the Divisional Officer. The materials so brought to replace the said materials so repaired and made good shall also be considered as security for the said amount.
- (5) That the said materials shall not be removed from the site of the said works except with the written permission of the Divisional Officer or an officer authorized by him in that behalf.
- (6) That the said amount shall be payable in full when or before the Contractor receives payment from the Government of the price payable to him for the said works under the terms and conditions of the said agreement PROVIDED THAT if any intermediate payments are made to the contractor on account of work done then on the occasion of each such payment the Government will be at liberty to make a recovery from the Contractor's Bill for such payment by deducting there from in the value of the said materials (then actually used in the construction and in respect of which recovery has not been made previously the value for this purpose being determined in respect of each description of material at the rates at which the amount of the advances made under these presents were calculated.
- (7) That if the Contractor shall at any time make any default in the performance or observation in any respect of any of the terms and provisions of the said agreement or of these presents the total amount of the advances or advances that may still be owing to the Government shall immediately on the happening of such default be repayable by the Contractor to the Government together with interest thereon at twelve percent per annum from the date or respective dates of such advances or advances to the date of repayment and with all costs, charges, damages and expenses incurred by the Government in or for the recovery thereof or the enforcement of the security or otherwise by reason of the default of the Contractor and any moneys so becoming due and payable shall constitute a debt due from the Contractor to the Government and the Contractor hereby covenants and agrees with the Government to repay the same respectively to it accordingly.
- (8) That the Contractor shall charge all the said materials with the repayment to the Government of the said sum of Rupees (Rs.) and any further sum or sums which may be advanced as aforesaid and all costs, charges, damages and expenses payable under these presents

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PROVIDED ALWAYS that it is hereby agreed and declared that not, withstanding anything in the said agreement, without prejudice to the powers contained therein if and whether the covenant for payment of repayment hereinbefore contained shall become enforceable and the money owing shall be paid to accordingly.

Once there with the Government may at any time thereafter adopt all or any of following courses as it may deem best:

- (a) Seize and utilize the seized materials or any part thereof in the completion of the said works on behalf of the Contractor in accordance with the provisions in that behalf contained in the said agreement debiting the Contractor with the actual cost of effecting such completion the amount due in respect of advances under these presents and crediting the Contractor with the value of work done and carried it out in accordance with the said agreement and at the rates thereby provided if the balance is against the Contractor he is to pay the same to the Government on demand.
- (b) Remove and sell by public auction the seized materials or any part thereof out of the moneys arising from the sale retain all the sums aforesaid repaid to the Government under these presents and give over the surplus (if any) to the Contractor.
- (c) Deduct all or any part of the moneys owing to the Contractor out of any sum due to the Contractor under the said agreement.
- (9) That except as is expressly provided by the presents interest on the said advance shall not be payable.
- (10) That in the event of any conflict between the provisions of these presents and the said agreement the provisions of these presents shall prevail and in the event of any dispute or difference arising over the construction or effect of these presents the settlement of which has not been herebefore expressly provided for the same shall be referred to the Superintending Engineer/Executive District Officer/Officer one grade higher to officer signed the agreement and whose..... decision shall be final and the provisions of the Arbitration Act in force at the time being in force so far as they are applicable shall apply to any such reference.

Signed, Sealed and Delivered in the presence of:

Witness:

Witness:

(Name, Title and Address)

(Name, Title and Address)



BIDDING DOCUMENT

SPECIFICATIONS

Specifications can be seen in the office of the Executive Engineer
Barrage Division Salpur on any working day during office hours.



DRAWINGS

**Drawings can be seen in the office of the Executive Engineer
Barrage Division, Ankur on any working day during office hours.**

SPPRA BIDDING DOCUMENT



GOVERNMENT OF SINDH IRRIGATION DEPARTMENT

- Name of Scheme :- REHABILITATION & RENOVATION OF SUMPWELL, WATER SUPPLY CONNECTION AND RESIDENTIAL BUILDING I/C DRAINAGE SYSTEM AND ROAD IN BARRAGE COLONY SUKKUR (A.D.P # 760 '2015-16')
- Name of Work :- REPAIR, RENOVATION OF GOAL MASJID & 02 NOS. BUNGALOW IN BARRAGE TOWNSHIP SUKKUR.
- Name of Procuring Agency :- EXECUTIVE ENGINEER, BARRAGE DIVISION SUKKUR
- Document Issued to :- M/s Government Contractor

Package No: 06

OCTOBER – 2015

Cat: - C5

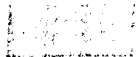
BIDDING DOCUMENT

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BIDDING DOCUMENT

INVITATION FOR BIDS



BIDDING DOCUMENT

OFFICE OF THE EXECUTIVE ENGINEER, BARRAGE DIVISION, SUKKUR.

No. TC/G-55/2597 of 2015, Sukkur, Dated: 22/09/2015

NOTICE FOR INVITING BIDS

The sealed bids are hereby invited from Government Contractors/firms registered with Pakistan Engineering Council Islamabad for the year 2015 and having license of Category C-4 for serial # 01 to 04, C-5 for serial # 05 & 06 and C-6 for serial # 07 under the latest SPPRA Rules for carryout the following works under Annual Development Programme-ADP & M&R.

S. No.	Name of Work	Cost in Million	Completion Period
	ADP No. 760		
1.	i. Repair & Renovation of Bungalow, i/c Construction of Boundary Wall alongwith Police Check Post & Paver work and 3 Nos. RCC Pillar with 2 Nos. Heavy Steel Doors In Barrage Township Sukkur. ii. Quotation of Non-scheduled Items for Repair & Renovation of Bungalow.	29.451	36 Months
2.	Renovation and Construction of Barrage Club & Turfing Lawns and Footpath in Barrage Township Sukkur.	35.719	-do-
3.	Construction of Asphalt Road in Barrage Township Sukkur.	35.186	-do-
4.	Providing and Fixing Iron Steel Grill Left & Right Bank with Pavers Work, Construction of New Electric Sub-Station & Garbage Pit in Barrage Township Sukkur.	42.564	-do-
5.	i. Construction of Filter Plan for Drinking Purpose, Providing & Laying New P.E Pipe & Renovation of Outdated Sewerage and Sumwell in Barrage Township Sukkur. ii. Quotation of Non-scheduled Items of Filter Plan for Dinking Purpose.	23.460	-do-
6.	Repair, Renovation of Goal Masjid & 02 Nos. Bungalow in Barrage Township Sukkur.	15.250	-do-
	M&R Work		
1.	Repair/Renovation of Ghar Inspection Bungalow.	1.600	12 Months

1. The intended Government Contractors/firms can purchase the separate set of bidding documents on non-refundable payment of Rs. 3000/- each upto 30.10.2015 at 12:00 P.M. The same will be received back on 02.11.2015 at 12:00 P.M and will be opened on same day at 01:00 P.M by the opening/evaluation committee constituted for the purpose in the presence of participants or representatives of the contractors/firms.
2. The bidder should submit earnest money at the rate of Rs. 2% (two) each against quoted bid price of the work in the shape of call deposit from any scheduled bank of Pakistan in favour of the undersigned and should be attached with bidding documents. In absence of requisite call deposit the bid offered by the Contractor/Firm will not be entertained.
3. Contractors/firms should have experience in similar nature of work.
4. The detail of works completed/ongoing on the same nature last five years should be attached.
5. List of works in progress indicating cost of each work and copy of letter of award of work.
6. Documentary evidence of work executed/works in progress and certificate of satisfactory completion of works by the employers.

Cont: P/02

BIDDING DOCUMENT

P/02

7. List of machinery and equipment's available with Contractor/Firm (Prove Ownership with evidence).
8. Bio-data of Engineers and Technical Staff working with the firm.
9. The applicant should be registered with Income Tax Department as well as Sindh Revenue Board and the same NTN and SRB certificates should be attached with the application, otherwise the application will not be entertained. Also copy of CNIC should be attached.
10. Undertaking on affidavit that firm is not involved in any litigation or abandoned any work in the Department.
11. Undertaking on affidavit to the effect that the firm/contractor have not been black listed previously by any executing agency.
12. Undertaking on affidavit that all documents/information provided by the contractor/firm are true and correct.
13. Complete postal address of the Contractor/Firm, Landline Number, Mobile Number & E-mail address.
14. Fresh Bank Certificate alongwith Statement of Bank duly checked by the Charter Accountant last three years.
15. No Conditional bid will be accepted.
16. The procuring agency has reserved the right to reject all or any bid without any reason under the provisions of SPPRA Rules-2010 with amendments issued by the SPPRA time to time.
17. In case of firm consortium list of partnership deed, giving full particulars of Directors/Proprietors or other connected alongwith power of attorney. In case of being sole proprietors such undertaking on affidavit be furnished.

--sd--

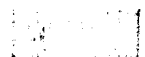
EXECUTIVE ENGINEER
BARRAGE DIVISION SUKKUR

Copy forwarded with compliments to:

1. The Managing Director Sindh Public Procurement Regulatory Authority Barrack # 8 Secretariat 4-A Court Road Karachi Tel: 021-99205369 for **hoisting on website.**
2. The Director Information and Public Relation Govt. of Sindh Block 95 Sindh Secretariat 4B Opposite Sindh Assembly Building Karachi alongwith 07 copies for **publication in the (03) three leading newspapers.**
3. The Director Information Technology Department 1st Floor Building No. 06 Sindh Secretariat Kamal-Ata-Turk Road Karachi for **hoisting on website.**
4. The Chief Engineer Sukkur Barrage Left Bank Region Sukkur for favour of kind information.
5. The Superintending Engineer Khairpur Irrigation Circle Sukkur form favour of kind information.
6. The Executive Engineer (All) for information.
7. The Assistant Executive Engineer (All) for information.
8. Copy for Notice Board.

--sd--

EXECUTIVE ENGINEER
BARRAGE DIVISION SUKKUR



BIDDING DOCUMENT

INSTRUCTIONS TO BIDDERS



BIDDING DOCUMENT

INSTRUCTIONS TO BIDDERS

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BIDDING DOCUMENT

A. GENERAL

IB. 1 Scope of Bid & Source of Funds

1.1 Scope of Bid

The Procuring Agency as defined in the Bidding Data (**“Executive Engineer Barrage Division Sukkur”**) wishes to receive Bids for the Works summarized in the Bidding Data (**“Repair, Renovation of Goal Masjid & 02 Nos. Bungalow in Barrage Township Sukkur”**) (Package # 06).

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

1.2 Source of Funds

The Procuring Agency has arranged funds by **Government of Sindh from ADP**, which may be indicated accordingly in bidding data towards the cost of the **Repair, Renovation of Goal Masjid & 02 Nos. Bungalow in Barrage Township Sukkur (A.D.P # 760 ‘2015-16’)**.

IB. 2 Eligible Bidders

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

- a) Duly licensed by the Pakistan Engineering Council (PEC) in the above mentioned appropriate category for value of work.
- b) Contractor should provide the documents quoted under and mentioned in the Notice for Invitation of Bids.
 - i) Contractors/firms should have experience in similar nature of work.
 - ii) The detail of works completed/ongoing on the same nature last five years should be attached.
 - iii) List of works in progress indicating cost of each work and copy of letter of award of work.
 - iv) Documentary evidence of work executed/works in progress and certificate of satisfactory completion of works by the employers.
 - v) List of machinery and equipment's available with Contractor/Firm (Prove Ownership with evidence).
 - vi) Bio-data of Engineers and Technical Staff working with the firm.
 - vii) The applicant should be registered with Income Tax Department as well as Sindh Revenue Board and the same NTN and SRB certificates should be attached with the application, otherwise the application will not be entertained. Also copy of CNIC should be attached.
 - viii) Undertaking on affidavit that firm is not involved in any litigation or abandoned any work in the Department.
 - ix) Undertaking on affidavit to the effect that the firm/contractor have not been black listed previously by any executing agency.
 - x) Undertaking on affidavit that all documents/information provided by the contractor/firm are true and correct.

BIDDING DOCUMENT

- xi) Fresh Bank Certificate alongwith Statement of Bank duly checked by the Charter Accountant last three years.
- xii) In case of firm consortium list of partnership deed, giving full particulars of Directors/Proprietors or other connected alongwith power of attorney. In case of being sole proprietors such undertaking on affidavit be furnished.

IB. 3 Cost of Bidding

- 3.1 The bidder shall bear all costs associated with the preparation and submission of its bid and the Procuring Agency will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process (SPP Rules 24 & 25)

B. BIDDING DOCUMENTS

IB. 4 Contents of Bidding Documents

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

1. Instructions to Bidders & Bidding Data
2. Form of Bid, Qualification Information & Schedules to Bid comprise on the following:
 - (i) Schedule A: Schedule of Prices/ Bill of Quantities (BoQ).
 - (ii) Schedule B: Specific Works Data
 - (iii) Schedule C: Works to be Performed by Subcontractors
 - (iv) Schedule D: Proposed Programme of Works
 - (v) Schedule E: Method of Performing Works
 - (vi) Schedule F: Integrity Pact (works costing Rs 10 million and above)
3. Conditions of Contract & Contract Data
4. Standard Forms:
 - (i) Form of Bid Security,
 - (ii) Form of Performance Security;
 - (iii) Form of Contract Agreement;
 - (iv) Form of Bank Guarantee for Advance Payment.
5. Specifications.
6. Drawings.

- 4.2 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 Bid Document will be rejected.



BIDDING DOCUMENT

IB. 5 Clarification of Bidding Documents

- 5.1 A prospective bidder requiring any clarification(s) in respect of the Bidding Documents may notify to this Agency at the address indicated in the Bidding Data.
- 5.2 An interested bidder, who has obtained bidding documents, may request for clarification of contents of bidding documents in writing and procuring agency shall respond to such queries in writing within three calendar days, provided they are received at least five calendar days prior to the date of opening of bid (SPP Rule 23-1).

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

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

C. PREPARATION OF BIDS

IB. 7 Language of Bid

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

IB. 8 Documents Comprising the Bid

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

BIDDING DOCUMENT

IB. 9 Sufficiency of Bid

- 9.1 Each bidder shall satisfy himself before Bidding as to the correctness and sufficiency of his Bid and of the prices quoted/entered in the BoQ, which rates and prices shall except in so far as it is otherwise expressly provided in the Contract, cover all his obligations under the Contract and all matters and things necessary for the proper completion of the works.
- 9.2 The bidder is advised to obtain for himself at his own cost and responsibility all information that may be necessary for preparing the bid and entering into a Contract for execution of the Works.

IB. 10 Bid Prices, Currency of Bid and Payment

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

IB. 11 Documents Establishing Bidder's Eligibility and Qualifications

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

IB. 12 Documents Establishing Works' Conformity to Bidding Documents

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



BIDDING DOCUMENT

IB. 13 Bid Security

- 13.1 Each bidder shall furnish, as part of his bid, at the option of the bidder, a Bid Security as **02** percentage of bid price in Pak. Rupees in the form of Deposit at Call issued by a Scheduled Bank in Pakistan in favour of the Procuring Agency (**Executive Engineer Barrage Division Sukkur**).
- 13.2 Any bid not accompanied by an acceptable Bid Security shall be rejected by the Procuring Agency as non-responsive.
- 13.3 The bid securities of unsuccessful bidders will be returned upon award of contract to the successful bidder or on the expiry of validity of Bid Security whichever is earlier.
- 13.4 The Bid Security of the successful bidder will be returned when the bidder has furnished the required Performance Security, and signed the Contract Agreement (SPP Rule 37).
- 13.5 **The Bid Security may be forfeited:**
- (a) if a bidder withdraws his bid during the period of bid validity; or
 - (b) if a bidder does not accept the correction of his Bid Price, pursuant to Sub-Clause 16.4 (b) hereof; or
 - (c) in the case of a successful bidder, if he fails within the specified time limit to:
 - (i) Furnish the required Performance Security or
 - (ii) Sign the Contract Agreement.

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

- 14.1 Bids shall remain valid for the period stipulated in the Bidding Data after the date of bid opening.
- 14.2 In exceptional circumstances, Procuring Agency may request the bidders to extend the period of validity for an additional period but not exceeding 1/3 of the original period. The request and the bidders' responses shall be made in writing or by cable. A Bidder may refuse the request without forfeiting the Bid Security. A Bidder agreeing to the request will not be required or permitted to otherwise modify the Bid, but will be required to extend the validity of Bid Security for the period of the extension, and in compliance with IB.13 in all respects (SPP Rule 38).
- 14.3 All Schedules to Bid are to be properly completed and signed.
- 14.4 No alteration is to be made in the Form of Bid except in filling up the blanks as directed. If any alteration be made or if these instructions be not fully complied with, the bid may be rejected.
- 14.5 Each bidder shall prepare Original and number of copies specified in the Bidding Data of the documents comprising the bid as described in IB.8 and clearly



BIDDING DOCUMENT

mark them "ORIGINAL" and "COPY" as appropriate. In the event of discrepancy between them, the original shall prevail.

14.6 The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign (in the case of copies, Photostats are also acceptable). This shall be indicated by submitting a written Power of Attorney authorizing the signatory of the bidder to act for and on behalf of the bidder. All pages of the bid shall be initialed and official seal be affixed by the person or persons signing the bid.

14.7 The Bid shall be delivered in person or sent by registered mail at the address to Procuring Agency as given in Bidding Data. Bidder shall indicate their full and proper address which notices may be legally served in them and which all correspondence in connection with their bids.

D. SUBMISSION OF BID

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

15.1 Bids must be received by the Procuring Agency at **Office of the Executive Engineer Barrage Division Sukkur** not later than **12 hours on 02.11.2015**.

15.2 The inner and outer envelopes shall

- (a) be addressed to the Procuring Agency at the address provided in the Bidding Data;
- (b) bear the name and identification number of the Contract as defined in the Bidding and Contract Data; and
- (c) provide a warning not to open before the specified time and date for Bid opening as defined in the Bidding Data.
- (d) in addition to the identification required in 15.2, the inner envelopes shall indicate the name and address of the Bidder to enable the Bid to be returned unopened in case it is declared late.
- (e) If the outer envelope is not sealed and marked as above, the Procuring Agency will assume no responsibility for the misplacement or premature opening of the Bid.

15.3 Bids submitted through telegraph, telex, fax or e-mail shall not be considered.

15.4 Any bid received by the Procuring Agency after the deadline for submission prescribed in Bidding Data will be returned unopened to such bidder.

15.5 Any bidder may modify or withdraw his bid after bid submission provided that the modification or written notice of withdrawal is received by the Procuring Agency prior to the deadline for submission of bids.

15.6 Withdrawal of a bid during the interval between the deadline for submission of bids and the expiration of the period of bid validity specified in the Form of Bid may result in forfeiture of the Bid Security pursuant to IB.13.5 (a).

BIDDING DOCUMENT

E. BID OPENING AND EVALUATION

IB.16 Bid Opening, Clarification and Evaluation (SPP Rules 41, 42 & 43)

16.1 The Procuring committee will open the bids, in the presence of bidders' representatives who choose to attend, at 01:00 pm, on **02.11.2015 in the Office of the Executive Engineer Barrage Division Sukkur.**

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

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

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

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

(b) Arithmetical errors will be rectified on the following basis:

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

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

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

16.6 Any minor informality or non-conformity or irregularity in a Bid which does not constitute a material deviation (**major deviation**) may be waived by Procuring Agency, provided such waiver does not prejudice or affect the relative ranking of any other bidders.

BIDDING DOCUMENT

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

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

(B) **Minor Deviations**

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

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

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

16.8 **Evaluated Bid Price**

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

- (i) Making any correction for arithmetic errors pursuant to IB.16.4 hereof.
 - (ii) Discount, if any, offered by the bidders as also read out and recorded at the time of bid opening.
-

BIDDING DOCUMENT

- (iii) Excluding provisional sums and the provisions for contingencies in the Bill of Quantities if any, but including Day work, where priced competitively.
- (iv) Making an appropriate adjustment for any other acceptable variation or deviations.

16.9 The estimate effect of the price adjustment provisions of the condition of contract, applied over the period of execution of the contract, shall not be taken into account in Bid evaluation.

16.10 If the Bid of 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 analysis 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 is authorized to accept or not accept unbalanced amount against the estimate.

IB.17 Process to be Confidential

17.1 Subject to IB.16.3 heretofore, no bidder shall contact Engineer/Procuring Agency on any matter relating to its Bid from the time of the Bid opening to the time the bid evaluation result is announced by the Procuring Agency. The evaluation result shall be announced at least seven (07) days prior to award of Contract (SPP Rule 15). The announcement to all bidders will include table(s) comprising read out prices discounted prices, price adjustments made, final evaluated prices and recommendations against all the bids evaluated.

17.2 Any effort by a bidder to influence Engineer/Procuring Agency in the Bid evaluation, Bid comparison or Contract Award decisions may result in the rejection of his Bid. Whereas any bidder feeling aggrieved, may lodge a written complaint to Complaint Redressal Committee as per terms and conditions mentioned in SPP Rules 31 & 32. However, mere fact of lodging a complaint shall not warrant suspension of procurement process.

17.3 Bidders may be excluded if involved in "Corrupt and Fraudulent Practices" means either one or any combination of the practices given below SPP 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, indirectly or directly, 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

BIDDING DOCUMENT

mislead, a party to obtain a financial or other benefit or to avoid an obligation;

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

F. AWARD OF CONTRACT

IB. 18. Post Qualification

- 18.1 The Procuring Agency, at any stage of the bid evaluation, having credible reasons for or prima facie evidence of any defect in contractor's capacities, may require the contractors to provide information concerning their professional, technical, financial, legal or managerial competence whether already pre-qualified or not:

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

- 18.2 The determination will take into account the bidder's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the bidders' qualifications submitted under B.11, as well as such other information required in the Bidding Documents.

IB. 19 Award Criteria & Procuring Agency's Right

- 19.1 Subject to IB.19.2, the Procuring Agency will award the Contract to the bidder whose bid has been determined to be substantially responsive to the Bidding Documents and who has offered the lowest evaluated Bid Price, provided that such bidder has been determined to be qualified to satisfactorily perform the Contract in accordance with the provisions of the IB.18.

- 19.2 Notwithstanding IB.19.1, the Procuring Agency reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of Contract, without thereby incurring any liability to the affected bidders or any obligation to inform the affected bidders of the grounds for the Procuring Agency's action except that the grounds for its rejection of all bids shall upon request be communicated, to any bidder who submitted a bid, without justification of the grounds. Notice of the rejection of all the bids shall be given promptly to all the bidders (SPP Rule 25).



BIDDING DOCUMENT

IB. 20 Notification of Award & Signing of Contract Agreement

- 20.1** Prior to expiration of the period of bid validity prescribed by the Procuring Agency, the Procuring Agency will notify the successful bidder in writing ("Letter of Acceptance") that his bid has been accepted (SPP Rule 49).
- 20.2** Within seven (07) days from the date of furnishing of acceptable Performance Security under the Conditions of Contract, the Procuring Agency will send the successful bidder the Form of Contract Agreement provided in the Bidding Documents, incorporating all agreements between the parties.
- 20.3** The formal Agreement between the Procuring Agency and the successful bidder duly stamped at rate of **0.30%** of bid price (updated from time to time) stated in Letter of Acceptance shall be executed within seven (07) days of the receipt of Form of Contract Agreement by the successful bidder from the Procuring Agency.

IB. 21 Performance Security

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

IB. 22 Integrity Pact

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



BIDDING DOCUMENT

BIDDING DATA

BIDDING DOCUMENT

BIDDING DATA

Instructions of Bidders

Clause Reference

- 1.1 Name of Procuring Agency **Executive Engineer Barrage Division Sukkur**
- Brief Description of Work **Repair, Renovation of Goal Masjid & 02 Nos. Bungalow in Barrage Township Sukkur (Package # 6).**
- 5.1 (a) Procuring Agency's address **Office of the Executive Engineer Barrage Division Sukkur Tel. 071-5612432 Fax. 071-5805284**
- (b) Engineer's address **Syed Fayyaz Hussain Shah Executive Engineer Barrage Division Sukkur Tel. 071-5612432 Fax. 071-5805284**
- 10.3 Bid shall be quoted **entirely** in Pak. Rupees. The payment shall be made in Pak. Rupees.
- 11.2 The bidder has the **financial**, technical and constructional capability necessary to perform the Contract as follows:
i. Financial capacity:
ii. Technical capacity:
iii. Construction Capacity:
- 12.1 (a) A detailed description of the Works, essential technical and performance characteristics.
- (b) Complete set of technical information, description data, literature and drawings as required in accordance with Schedule B to Bid, Specific Works Data. This will include but not be limited to a sufficient number of drawings, photographs, catalogues, illustrations and such other information as is necessary to illustrate clearly the significant characteristics **such as** general construction dimensions and other relevant information about the works to be performed.
- 13.1 Amount of Bid Security **02% of Bid Price.**
- 14.1 Period of Bid Validity **60 Days**
- 14.4 Number of Copies of the Bid to be submitted: **One Original plus One copy.**
- 14.6 (a) Procuring Agency's Address for the Purpose of Bid Submission **Office of the Executive Engineer Barrage Division Sukkur**

BIDDING DOCUMENT

15.1 Deadline for Submission of Bids Time 12 hours on 02.11.2015

16.1 Venue, Time, and Date of Bid Opening

Venue:	Office of the Executive Engineer Barrage Division Sukkur
Time	01 pm
Date	02.11.2015

16.4 Responsiveness of Bids

(i) Bid is valid till required period,

(ii) Bid prices are firm during currency of contract/Price adjustment;

(a) Fixed Price contract: In these contracts no escalation will be provided during currency of the contract and normally period of completion of these works is upto 12 months.

(b) Price adjustment contract: In these contracts escalation will be paid only on those items and in the manner as notified by Finance Department, Government of Sindh, after bid opening during currency of the contract.

iii) Completion period offered is within specified limits.

iv) Bidder is eligible to Bid and possesses the requisite experience, capability and qualification.

v) Bid does not deviate from basic technical requirements and

vi) Bids are generally in order, etc.



BIDDING DOCUMENT

FORM OF BID

BIDDING DOCUMENT

FORM OF BID

Bid Reference No. :- Repair, Renovation of Goal Masjid & 02 Nos. Bungalow in Barrage Township Sukkur (PACKAGE # 6)

To,

EXECUTIVE ENGINEER,
BARRAGE DIVISION SUKKUR.

Gentlemen,

1. Having examined the Bidding Documents including Instructions to Bidders, Bidding Data, Conditions of Contract, Contract Data, Specifications, Drawings, if any, Schedule of Prices and Addenda Nos. _____ for the execution of the above-named works, we, the undersigned, being a company doing business under the name of and address _____ and being duly incorporated under the laws of Pakistan hereby offer to execute and complete such works and remedy any defects therein in conformity with the said Documents including Addenda thereto for the Total Bid Price of Rs _____ (Rupees _____) or such other sum as may be ascertained in accordance with the said Documents.
2. We understand that all the Schedules attached hereto form part of this Bid.
3. As security for due performance of the undertakings and obligations of this Bid, we submit herewith a Bid Security in the amount of _____ drawn in your favour or made payable to you and valid for a period of twenty-eight (28) days beyond the period of validity of Bid.
4. We undertake, if our Bid is accepted, to commence the Works and to deliver and complete the Works comprised in the Contract within the time(s) stated in Contract Data.
5. We agree to abide by this Bid for the period of _____ days from the date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
6. Unless and until a formal Agreement is prepared and executed, this Bid, together with your written acceptance thereof, shall constitute a binding contract between us.
7. We undertake, if our Bid is accepted, to execute the Performance Security referred to in Conditions of Contract for the due performance of the Contract.
8. We understand that you are not bound to accept the lowest or any bid you may receive.
9. We do hereby declare that the Bid is made without any collusion, comparison of figures or arrangement with any other person or persons making a bid for the Works.

BIDDING DOCUMENT

Dated this _____ day of _____, 20

Signature _____

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

(Name of Bidder in Block Capitals)

(Seal)

Address

Witness:

(Signature) _____

Name: _____

Address: _____



BIDDING DOCUMENT

SCHEDULES TO BID INCLUDE THE FOLLOWING:

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

BIDDING DOCUMENT

SCHEDULE – A TO BID

SCHEDULE OF PRICES – SUMMARY OF BID PRICES

Bill No.	Description	Total Amount (Rs.)
1.	Repair & Renovation of M.I 02 No. Bungalows in Barrage Township Sukkur. (Package # 6)	
2.	Repair & Renovation of Sub-Part of M.I 02 No. Bungalows in Barrage Township Sukkur. (Package # 6)	
3.	Repair & Renovation of Goal Masjid in Barrage Township Sukkur. (Package # 6)	
	TOTAL BID PRICE: -	



BIDDING DOCUMENT

SCHEDULE – A TO BID

SCHEDULE OF PRICES

Bill No. 1 REPAIR & RENOVATION OF M.I 02 NO. BUNGALOWS IN BARRAGE TOWNSHIP SUKKUR. (PACKAGE # 6)

Item No.	Description	Quantity	Unit	Rate	Total Amount
01.	Dismantling Glazed or concrete tiles etc. (P-13)(I-55).	4175	% Sft	786.50	32836
02.	Dismantling 1 st class tile roofing. (P-11 / I-22(a)).	98	% Cft	453.75	445
03.	Providing & fixing paving blocks flooring having size of 197x97x80(mm) od city / quddra / cobble shape with pigmented, having strength b/w 5000 psi to 8500 psi i/c filling the joins with hill sand and laying in specified manner / pattern and design etc complete. (P-40/ I-74).	4175	P. Sft	248.17	1036110
04.	Cement Plaster 1:2 12' height ¾" thick (P-52 / I-9c)	6552	% Sft	3056.62	200270
05.	Cement Plaster 1:3 12' height ¾" thick (P-51 / I-10)	6552	% Sft	2795.30	183148
06.	White wash or color wash (P-54) (item25 b).	6552	% Sft	859.90	56341
07.	Distemper 3 coat (P-54 / I-24c)	6552	% Sft	1079.65	70739
08.	First class tiles roofing consisting of 4" earth and 1" mud plaster with goobri luping over 1½" thick cement plaster 1:6 with 34 cbs of hot betumem coating sand blineded provided over 2 layer of tiles 12"x6"x1" ¼" laid in 1:6 cement mortar with ½" thick sand wiched layer of 1:6 cement mortar including 1:2 cement pointing under side of tiles complete including curring etc (P-33) (item-1).	98	% Sft	11443.10	11214
09.	Angle Iron T-Iron Strips Grating CI Mould Items and Rolls (Schedule of Material 144)	3.61	P. Cwt	3575	12906
10.	Providing and laying 2" thick topping cement concrete 1:2:4 i/c surface finishing and dividing into panels (P-11) (I-16c).	91	% Cft	3275.50	2981
11.	Providing and fixing in position doors window and ventilators of 1 st class deodar wood frame and 1½" thick teak wood ply shutters of 2 nd class deodar wood skelection (solid) stules and rails core of partal wood and teak plu wood (3-Ply) on both sides i/c holds fasts, hinges iron tower bolts, handles and cleats, with etc complete.	30	P. Sft	1245.96	37379
12.	Cement concrete plain including placing compacting, finishing and curing complete (including screening & washing at stone aggregate without shirting) 1:1:8. (P-15/I-5 (I)).	182	% Sft	11288.75	20546

BIDDING DOCUMENT

Item No.	Description	Quantity	Unit	Rate	Total Amount
13.	Supplying & fixing false ceiling of plaster of pairs, in panels including making frame work of Deodar wood including painting with soligia paint. (P-63/ I-52).	182	% Sft	25293.42	46034
14.	Providing & fixing Brass Bracket fan 18" (Good Quantity). (P-34 / I-236).	2	Each	2791	5582
	Providing & fixing paving blocks flooring having size of 197x97x80(mm) od city / quddra / cobble shape with pigmented, having strength b/w 5000 psi to 8500 psi i/c filling the joins with hill sand and laying in specified manner / pattern and design etc complete. (P-40/ I-74).	25960	P.Sft.	248.17	6442493
SUB-TOTAL: -					81,59,024
Percentage Quoted		% Above/Below on the Prices of Items Based On Composite Schedule of Rates Rs.			
TOTAL: -					
(Rupees _____)					

BIDDING DOCUMENT

SCHEDULE – A TO BID

SCHEDULE OF PRICES

Bill No. 2 REPAIR & RENOVATION OF SUB-PART OF M.I 02. NO. BUNGALOWS IN BARRAGE TOWNSHIP SUKKUR. (PACKAGE # 6)

Item No.	Description	Quantity	Unit	Rate	Total Amount
01.	Excavation in founding of building bridges and other structure including dag belling dressing, rifling around structure with exccerated earth watering and ramming lead up to 5ft.(P-4 / 1-18)	744	% Cft	3176.25	2363
02.	Pacea Brick work foundation in plinth in. © Cement sand mortar 1:6 P-19 / 1-4 1 E	493.44	% Cft	11948.36	58958
03.	Fabrication of mild steel reinforeuct for cement concert including cutting, bending, laying in position making joints and fastening including cost of sanding wire C/B also including removal of rest from bars using tor bars (P-16) (item8) rings	9.502	P.Cwt	5001.70	47526
04.	Reinforced cement concrete work including all labor and material except the cost of steel reinforcement and its labor for bending and binding which will be paid separtily this rate also including all kinds of forms moulds lifting shuttering curing rendering and finishing the exposed surface (including screening and washing of shingle.(1:2:4). (P-15) (Item-6)	112.86	P. Cft	337	38034
05.	Pacea Brick work other than building including striking joints up to 20ft height cement sand mortar (1:3). (P-21) (Item-7 e)	936	% Cft	12899.70	119967
06.	First class tiles roofing consisting of 4" earth and 1" mud plaster with goobri luping over 1 1/2 thick cement plaster 1:6 with 34 cbs of hot betumem coating sand blineded provided over 2 layer of tiles 12"x6"x1" 1/4" laid in 1:6 cement mortar with 1/2" thick sand wiched layer of 1:6 cement mortar including 1:2 cement pointing under side of tiles complete including curring etc (P-32) (item-1)	366	% Sft	11443.10	41882
07.	Cement concert plain including placing finishing and cerring complete (including careening and washing at stone aggregate with out shattering (1:2:4).(P-15 / 1-5D)	144	% Cft	14429.25	20345
08.	Girder In Quality (Schedule Material 1-10).	10.446	P. Cwt	3850	40217
09.	Angle Iron T-Iron Strips Grating CI Mould Items and Rolls (Schedule of Material 1-11)	10.232	P. Cwt	3575	36579

BIDDING DOCUMENT

Item No.	Description	Quantity	Unit	Rate	Total Amount
10.	Providing and fixing in position doors window and ventilators of 1 st class deodar wood frame and 1½" thick teak wood ply shutters of 2 nd class deodar wood skelection (solid) stules and rails core of partal wood and teak plu wood (3-Ply) on both sides i/c holds fasts, hinges iron tower bolts, handles and cleats, with etc complete. (P-64 / I-57)	112	P. Sft	1245.96	139547
11.	Providing and laying single per layer of polythene sheet 0.13mm thick or water proofing as per specification instructions of engineer incharge. (P-37/38)	366	P. Sft	10.70	3916
12.	Rain water down pipe cost iron lead fixed in place i/c cost of clamp hold fast and panling. (P-36) (Item-23).	6	P. Rft	876.39	5240
13.	Cement plasters (1:3). 12 height ½" thick (P-51 / I-9b)	1362	% Sft	2795.30	38072
14.	Cement Plaster (1:2) up to 12ft height ½" thick.(P-51 / I-10 b)	1362	% Sft	2283.93	31107
15.	Pacca Brick work other than building including striking joints up to 20ft height cement sand mortar (1:3). (P-21) (Item-7 c)	1362	% Cft	12899.70	175694
16.	White wash or color wash (P-53) (item 26b).	1362	%Sft.	425.84	5800
17.	Distemper 2 coat (P-53 / I-24b)	1362	%Sft.	1043.90	14218
18.	Providing and laying (Main or Sub-main) PVC insulated with size 2-7/029 copper condition in ¾" dia PVC conduct on senface.(P-1 / I-3)	90	P. Meter	171	15390
19.	Providing & laying (main or sub-main) PVC insulated with size with size 3/029 copper conductor in ¾" dia. (P-I/I-1).	270	P. Meter	121	32670
20.	Providing fixing channel patti required as per of E/I. (P-43/I-1).				
	¾"	100	P. Rft	34 (2Rft)	1700
	1"	100	P. Rft	40 (3Rft)	1333
21.	Providing fixing brass ceiling fan 56" (good quality) (P-34 / I-235).	2	P. Meter	3185	6370
22.	Providing and Fixing one way 5P 5amp switch surface type (P-33 / I-216).	2	Each	34	68
23.	Providing and fixing two pin 5 amp plug socket. (P-33/I-222).	10	Each	80	160
24.	Providing and fixing brass battern holder. (P-33/I-232).	10	Each	70	700
25.	Providing G.I Pipes, specials, and clamps etc, including fixing cutting & fitting complete with and I/c the cost of breaking thorough walls and roof, making good etc. painting two coats after cleaning the Pipe etc. with white zink paint with pigment to match the colour5 of the building and testing with water to a pressure head of 200 feet and handling.				

BIDDING DOCUMENT

Item No.	Description	Quantity	Unit	Rate	Total Amount
	¾"	100	P. Rft	95.79	9579
	1"	100	P. Rft	128.55	12855
26.	Providing and fixing squatting type white glazed earthen were w.c pan with including the cost of flushing eistern with internal fitting and flush Pipe with bend & making requisite number of holes in walls plinth & floor for pipe connections & making good in cement concerte 1.2.4. A W.C pan of not less than 23" clear opening between flushing rims and 3 gallons flushing tank with 4" dia C.I.trape.	1	Each	5044.60	5044.60
27.	Supplying/Fixing wash basen mixture of superir quality with c.p head 1/2" dia.(P-19/I-14b)	1	Each	3179	3179
28.	Supplying and fixing bath room accessories set (7 pieces) i/c towel rod, brush holder soap tray shelf of approve design i/c cost of screws nuts etc completed (master brand) P-19/I-32).	1	Each	10322.40	10322.40
29.	Providing & fixing full way gun metal balves with wheels, threaded or flaged ends with rubber washing. (P-17 / I-4a)				
	½"	1	Each	134.42	134.42
	¾"	1	Each	197.12	197.12
30.	Supplying and fixing in position brass bib cock. (P-16 / I-1 Water Supply)				
	½" dia	1	Each	299.42	299.42
	¾" dia	1	Each	337.92	337.92
SUB-TOTAL: -					9,19,505
Percentage Quoted % Above/Below on the Prices of Items Based On Composite Schedule of Rates Rs.					
TOTAL: -					
(Rupees _____)					



BIDDING DOCUMENT

SCHEDULE – A TO BID

SCHEDULE OF PRICES

Bill No. 3 REPAIR & RENOVATION OF GOAL MASJID IN BARRAGE TOWNSHIP SUKKUR. (PACKAGE # 6)

Item No.	Description	Quantity	Unit	Rate	Total Amount
01.	Cement Concrete plain including placing compacting finishing and curing complete including screening complete and washing of stone aggregate without shuttering Ratio 1:2:4 (I- 5 (I) P -- 15).	528	%Cft	14429.25	76186
02.	Providing and laying tiles glazed 6"x6"x½" for floor or wall facing in required colour & pattern of stile specification jointed in white cement & pigment over A base of 1:2 grey cement mortar ¾" thick i/c washing & filling of joints with surry of white cement and pigment (P-46 / I-60)	3685	% Sft	30509.77	1124285
03.	Laying white marble flooring fine dressed in the surface without winging sate in lie mortar 1:2 including rubbing and polishing of the joints (a) ¾" thick flooring (I-28 / P-42).	3105	P. Sft	567.48	1762025
04.	First Class deodar wood wrought joinery in doors and windows etc fied insition i/c in chowkats holds fasts hings iron tower bolts chowkats cleats handles and cards with hooks etc deodar paneled or paned are fully glazed 1:3:4 (P-57 / I-7b).	782	P. Sft	1273.76	996080
05.	Cement plaster 1:6 upto 20' height ½" thick ratio (P-51 / I-13b)	2912	% Sft	2206.60	64256
06.	Cement plaster 1:4 upto 20' height 3/8" thick ratio (P-51 / I-11a).	2912	% Sft	2197.52	63992
07.	Filling watering and raming earth under floor with new earth excavated from outside lead upto on chain and lift upto 5ft. (P-4 / I-22)	5543	%o Cft	3630	20121
08.	Extra Lead three miles	5543	% Cft	579.41	32117
09.	Cement concrete brick or stone ballast 1 1/2" to 2" gauge ratio 1:4:8 (P-14 / I-4b)	785	% Cft	9416.28	73918
10.	Providing and lying 3" thick topping cement concrete 1:2:4 i/c surface finishing dividing into panels (P-41 / I-16d)	2379	% Sft	4411.82	104957
11.	Dismantling cement concrete reinforced separaiting reinforcement from concrete clearing and straighting the same (P-10 / I-20).	480	% Cft	5445	26136



BIDDING DOCUMENT

Item No.	Description	Quantity	Unit	Rate	Total Amount
12.	Reinforcement cement concert work including all labor and material except the cost steel reinforcement and its labor for sending and binding which will be paid separating this role also includes all kinds of forms moulds lifting shuttering curring rendering and finishing the exposed surface (including) screening and washing of shingle. (a) RC work in roof sleb beams columns rafts lintels and other structural members laid in site or pre cost laid in position complete in all respect. (1) Ratio (1:2:4) 90 LBS cement 2cft sand 4cft shingle 1/8" to 1/4" guage. (P-15) (item6)	654	P. Cft	337	220398
13.	Fabrication of mild steel reinforces for cement concert including cutting, bending, laying in position making joints and fastening including cost of sanding wire C/B also including removal of rest from bars using tor bars (P-16) (item8) rings	32.116	P. Cwt	5001.70	160635
14.	Providing & lying 2" thick topping cement concrete 1:2:4 i/c surface finishing dividing into panels (P-41 / I-16c)	906	% Sft	3275.50	29676
15.	Preparing the surface and painting with weather coat i/c rubbing the surface with rubbing brick / sand paper filling the voids with chalk / plaster of paris and then painting with weather coat of approve make three coats (P-56 / I-38c).	2912	% Sft	2567.95	74779
SUB-TOTAL: -					9,19,505
Percentage Quoted % Above/Below on the Prices of Items Based On Composite Schedule of Rates Rs.					
TOTAL: -					
(Rupees _____)					



BIDDING DOCUMENT

SCHEDULE - B TO BID

SPECIFIC WORKS DATA

BIDDING DOCUMENT

SCHEDULE - C TO BID

WORKS TO BE PERFORMED BY SUBCONTRACTORS

Not applicable,
the bidder will do all work with his own forces.

BIDDING DOCUMENT

SCHEDULE – D TO BID

PROPOSED PROGRAMME OF WORKS

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

BIDDING DOCUMENT

SCHEDULE – E TO BID

METHOD OF PERFORMING WORKS

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

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



BIDDING DOCUMENT

SCHEDULE – E TO BID

(INTEGRITY PACT)

DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC PAYABLE BY CONTRACTORS

(FOR CONTRACTS WORTH RS. 10.00 MILLION OR MORE)

Contract No. TC/G-55/ Dated _____

Contract Value: Rs.

Contract Title: _____

[_____
Name of Contractor_____] hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Sindh (GoS) or any administrative subdivision or agency thereof or any other entity owned or controlled by it (GoS) through any corrupt business practice.

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

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

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

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

Procuring Agency

Contractor

BIDDING DOCUMENT

CONDITIONS OF CONTRACT



BIDDING DOCUMENT

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CONDITIONS OF CONTRACT

1. GENERAL PROVISIONS

1.1 Definitions

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

The Contract

1.1.11 “**Contract**” means the Contract Agreement and the other documents listed in the Contract Data.

1.1.2 “**Specifications**” means the document as listed in the Contract Data, including Procuring Agency’s requirements in respect of design to be carried out by the Contractor (if any), and any Variation to such document.

1.1.3 “**Drawings**” means the Procuring Agency’s drawings of the Works as listed in the Contract Data, and any Variation to such drawings.

Persons

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

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

1.1.6 “**Party**” means either the Procuring Agency or the Contractor.

Dates, Times and Periods

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

1.1.8 “**Day**” means a calendar day

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

Money and Payments

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



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Other Definitions

- 1.1.11 “**Contractor’s Equipment**” means all machinery, apparatus and other things required for the execution of the Works but does not include Materials or Plant intended to form part of the Works.
- 1.1.12 “**Country**” means the Islamic Republic of Pakistan.
- 1.1.13 “**Procuring Agency’s Risks**” means those matters listed in Sub-Clause 6.1.
- 1.1.14 “**Force Majeure**” means an event or circumstance which makes performance of a Party’s obligations illegal or impracticable and which is beyond that Party’s reasonable control.
- 1.1.15 “**Materials**” means things of all kinds (other than Plant) to be supplied and incorporated in the Works by the Contractor.
- 1.1.16 “**Plant**” means the machinery and apparatus intended to form or forming part of the Works.
- 1.1.17 “**Site**” means the places provided by the Procuring Agency where the Works are to be executed, and any other places specified in the Contract as forming part of the Site.
- 1.1.18 “**Variation**” means a change which is instructed by the Engineer/Procuring Agency under Sub-Clause 10.1.
- 1.1.19 “**Works**” means any or all the works whether Supply, Installation, Construction etc. and design (if any) to be performed by the Contractor including temporary works and any variation thereof.
- 1.1.20 “**Engineer**” means the person notified by the Procuring Agency to act as Engineer for the purpose of the Contract and named as such in Contract Data.

1.2 Interpretation

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

1.3 Priority of Documents

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

1.4 Law

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



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1.5 Communications

All Communications related to the Contract shall be in English language.

1.6 Statutory Obligations

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

2. THE PROCURING AGENCY

2.1 Provision of Site

The Procuring Agency shall provide the site and right of access thereto at the times stated in the Contract Data.

Site Investigation Reports are those that were included in the bidding documents and are factual and interpretative reports about the surface and subsurface conditions at the Site.

2.2 Permits etc.

The Procuring Agency shall, if requested by the Contractor, assist him in applying for permits, licenses or approvals which are required for the Works.

2.3 Engineer's/Procuring Agency's Instructions

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

2.4 Approvals

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

3. ENGINEER'S/PROCURING AGENCY'S REPRESENTATIVES

3.1 Authorized Person

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

Assistant Executive Engineer will act on behalf of Executive Engineer/Procuring Agency.

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3.2 Engineer's/Procuring Agency's Representative

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

4. THE CONTRACTOR

4.1 General Obligations

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

4.2 Contractor's Representative

The Contractor shall appoint a representative at site on full time basis to supervise the execution of work and to receive instructions on behalf of the Contractor but only after obtaining the consent of the Procuring Agency for such appointment which consent shall not be withheld without plausible reason(s) by the Procuring Agency. Such authorized representative may be substituted/replaced by the Contractor at any time during the Contract Period but only after obtaining the consent of the Procuring Agency as aforesaid.

4.3 Subcontracting

The Contractor shall not subcontract the whole of the works. The Contractor shall not subcontract any part of the works without the consent of the Procuring Agency.

4.4 Performance Security

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

5. DESIGN BY CONTRACTOR

5.1 Contractor's Design

The Contractor shall carry out design to the extent specified, as referred to in the Contract Data. The Contractor shall promptly submit to the Engineer/Procuring Agency all designs prepared by him, within fourteen (14) days of receipt the Engineer/Procuring Agency shall notify any comments or, if the design submitted is not in accordance with the Contract, shall reject it stating the reasons.

Contractor shall not construct any element of the works designed by him within fourteen (14) days after the design has been submitted to the Engineer/Procuring Agency or which has been rejected. Design that has been rejected shall be promptly amended and resubmitted. The Contractor shall resubmit all designs commented on taking these comments into account as necessary.

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5.2 Responsibility for Design

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

6. PROCURING AGENCY'S RISKS

6.1 The Procuring Agency's Risks

The Procuring Agency's Risks are:-

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

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7. TIME FOR COMPLETION

7.1 Execution of the Works

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

7.2 Programme

Within the time stated in the Contract Data, the Contractor shall submit to the Engineer/Procuring Agency a programme for the Works in the form stated in the Contract Data.

7.3 Extension of Time

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

7.4 Late Completion

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

8. TAKING-OVER

8.1 Completion

The Contractor may notify the Engineer/Procuring Agency when he considers that the Works are complete.

8.2 Taking-Over Notice

Within fourteen (14) days of the receipt of the said notice of completion from the Contractor the Procuring Agency/Engineer shall either takeover the completed works and issue a Certificate of Completion to that effect or shall notify the Contractor his reasons for not taking-over the works. While issuing the Certificate of Completion as aforesaid, the Procuring Agency/Engineer may identify any outstanding items of work which the Contractor shall undertake during the Maintenance Period.

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9. REMEDYING DEFECTS

9.1 Remedying Defects

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

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

9.2 Uncovering and Testing

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

10. VARIATIONS AND CLAIMS

10.1 Right to Vary

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

10.2 Valuation of Variations

Variations shall be valued as follows:

- a) At a lump sum price agreed between the Parties, or
- b) Where appropriate, at rates in the Contract, or
- c) In the absence of appropriate rates, the rates in the Contract shall be used as the basis for valuation, or failing which
- d) At appropriate new rates, as may be agreed or which the Engineer/Procuring Agency considers appropriate, or
- e) If the Engineer/Procuring Agency so instructs, at day work rates set out in the Contract Data for which the Contractor shall keep records of hours of labour and Contractor's Equipment, and of Materials, used.

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10.3 Changes in the Quantities.

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

10.4 Early Warning

The Contractor shall notify the Engineer/Procuring Agency in writing as soon as he is aware of any circumstance which may delay or disrupt the Works, No will be made.

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

10.5 Valuation of Claims

If the Contractor incurs Cost as a result of any of the Procuring Agency's Risks, the Contractor shall not be entitled to the amount of such Cost. If as a result of any Procuring Agency's Risk, it is necessary to change the Works, this shall be dealt with as a no Variation subject to Contractor's notification for intention of claim to the Engineer/Procuring Agency.

10.6 Variation and Claim Procedure

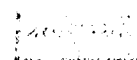
The Contractor shall submit to the Engineer/Procuring Agency an itemized detailed breakdown of the value of variations and claims within twenty eight (28) days of the instruction or of the event giving rise to the claim. The Engineer/Procuring Agency shall check and if possible agree the value. In the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

11. CONTRACT PRICE AND PAYMENT

11.1 (a) Terms of Payments

The amount due to the Contractor under any Interim Payment Certificate issued by the Engineer pursuant to this Clause, or to any other terms of the Contract, shall, subject to Clause 11.3, be paid by the Procuring

Agency to the Contractor within 30 days after such Interim Payment Certificate has been jointly verified by Procuring Agency and Contractor, or, in the case of the



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Final Certificate referred to in Sub Clause 11.5, within 60 days after such Final Payment Certificate has been jointly verified by Procuring Agency and Contractor; the payment shall be made to contractor subject to availability of funds.

(b) Valuation of the Works

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

11.2 Monthly Statements

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

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

The Contractor shall submit each month to the Engineer/Procuring Agency a statement showing the amounts to which he considers himself entitled.

Note (Payment would be subject to the provision of funds)

11.3 Interim Payments

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

Note (Payment would be subject to the provision of funds)

11.4 Retention

Retention money shall be paid by the Procuring Agency to the Contractor within Ninety (90) days after either the expiry of the period stated in the Contract Data, or the remedying of notified defects, or the completion of outstanding work, all as referred to in Sub-Clause 9.1, whichever is the later.

11.5 Final Payment

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

On availability of funds receipt of the verified final account from the Assistant Executive, the Procuring Agency shall pay to the Contractor any amount due to the Contractor. While making such payment the Procuring Agency may, for reasons to be given to the Contractor in writing, withhold any part or parts of the verified amount.

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11.6 Currency

Payment shall be in the currency Pak Rupees.

12. DEFAULT

12.1 Defaults by Contractor

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

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

12.2 Defaults by Procuring Agency

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

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

Procuring agency would be bound with the release of funds from the Government only.

12.3 Insolvency

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

12.4 Payment upon Termination

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

- a) Any sums to which the Contractor is entitled under Sub-Clause 10.4,
- b) Any sums to which the Procuring Agency is entitled.

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- c) If the Procuring Agency has terminated under Sub-Clause 12.1 or 12.3, the Procuring Agency shall be entitled to a sum equivalent to twenty percent (20%) of the value of parts of the Works not executed at the date of the termination, and
- d) If the Contractor has terminated under Sub-Clause 12.2 or 12.3, the Contractor shall be entitled to the cost of his demobilization together with a sum equivalent to ten percent (10%) of the value of parts of the works not executed at the date of termination.

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

13. RISKS AND RESPONSIBILITIES

13.1 Contractor's Care of the Works

Subject to Sub-Clause 9.1, the Contractor shall take full responsibility for the care of the Works from the Commencement Date until the date of the Procuring Agency's/Engineer's issuance of Certificate of Completion under Sub-Clause 8.2.

Responsibility shall then pass to the Procuring Agency. If any loss or damage happens to the Works during the above period, the Contractor shall rectify such loss or damage so that the Works conform with the Contract.

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

13.2 Force Majeure

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

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

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

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

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

14. INSURANCE

14.1 Arrangements

The Contractor shall, prior to commencing the Works, effect insurances of the types, in the amounts and naming as insured the persons stipulated in the Contract Data



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except for items (a) to (e) and (i) of the Procuring Agency's Risks under Sub-Clause 6.1. The policies shall be issued by insurers and in terms approved by the Procuring Agency. The Contractor shall provide the Engineer/Procuring Agency with evidence that any required policy is in force and that the premiums have been paid.

14.2 Default

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

15. RESOLUTION OF DISPUTES

15.1 Engineer's Decision

If a dispute of any kind whatsoever arises between the Procuring Agency and the Contractor in connection with the works, the matter in dispute shall, in the first place, be referred in writing to the Engineer, with a copy to the other party. Such reference shall state that it is made pursuant to this Clause. No later than the twenty eight (28) days after the day on which he received such reference, the Engineer shall give notice of his decision to the Procuring Agency (Superintending Engineer) and the Contractor.

Unless the Contract has already been repudiated or terminated, the Contractor shall, in every case, continue to proceed with the work with all due diligence, and the Contractor and the Procuring Agency (Superintending Engineer) shall give effect forthwith to every such decision of the Engineer unless and until the same shall be revised, as hereinafter provided in an arbitral award.

15.2 Notice of Dissatisfaction

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

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

15.3 Arbitration

A dispute which has been the subject of a notice of dissatisfaction shall be finally settled as per provisions of Arbitration Act 1940 (Act No. X of 1940) and Rules made there under and any statutory modifications thereto. Any hearing shall be held

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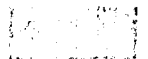
at the place specified in the Contract Data and in the language referred to in Sub-Clause 1.5.

16. INTEGRITY PACT

16.1 If the Contractor or any of his Sub-Contractors, agents or servants is found to have violated or involved in violation of the Integrity Pact signed by the Contractor as Schedule-F to his Bid, then the Procuring Agency shall be entitled to:

- (a) Recover from the Contractor an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by the Contractor or any of his Sub-Contractors, agents or servants;
- (b) Terminate the Contract; and
- (c) Recover from the Contractor any loss or damage to the Procuring Agency as a result of such termination or of any other corrupt business practices of the Contractor or any of his Sub-Contractors, agents or servants.

On termination of the Contract under Sub-Para (b) of this Sub-Clause, the Contractor shall demobilize from the site leaving behind Contractor's Equipment which the Procuring Agency instructs, in the termination notice, to be used for the completion of the works at the risk and cost of the Contractor. Payment upon such termination shall be made under Sub-Clause 12.4, in accordance with Sub-Para (c) thereof, after having deducted the amounts due to the Procuring Agency under Sub-Para (a) and (c) of this Sub-Clause.



BIDDING DOCUMENT

CONTRACT DATA



BIDDING DOCUMENT

CONTRACT DATA

Sub-Clauses of Conditions of Contract

- 1.1.3 Procuring Agency's Drawings, if any **Can be seen in the office of the Executive Engineer Barrage Division Sukkur.**
- 1.1.4 The Procuring Agency means **Executive Engineer**
- 1.1.5 The Contractor means **Bidder**
- 1.1.7 Commencement Date **Will be started within fourteen (14) days after signing of the Contract Agreement.**
- 1.1.9 Time for Completion **36 Months**
- 1.1.20 Engineer (mention the name along with the designation including whether he belongs to department or consultant) and other details **Mr. Shamsuddin Soomro
Assistant Executive Engineer
Spur Sub-Division Sukkur**
- 1.3 Documents forming the Contract listed in the order of priority:
- (a) The Contract Agreement
 - (b) Letter of Acceptance
 - (c) The completed Form of Bid
 - (d) Contract Data
 - (e) Conditions of Contract
 - (f) The completed Schedules to Bid including Schedule of Prices
 - (g) The Drawings
 - (h) The Specifications
- 2.1 Provision of Site: **On the Commencement Date**
- 3.1 Authorized person: **Assistant Executive Engineer
Spur Sub-Division Sukkur**
- 3.2 Name and address of Engineer's/
Procuring Agency's representative ----
- 4.4 Performance Security
Amount **5% of Bid**
Validity **(Valid upto the end of the project under the provisions of SPP Rules)**
- 5.1 Requirements for Contractor's design (if any): **Specification Clause No's _____**

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- 7.2 Programme:
Time for submission: **Within fourteen (14) days of the Commencement Date.**
Form of Programme: **Bar Chart identifying the critical activities.**
- 7.4 Amount payable due to failure to complete shall be **0.05%** per day upto a maximum of 10%) of sum stated in the Letter of Acceptance.
(Usually the liquidated damages are set between 0.05 percent and 0.10 percent per day.)
- 7.5 Early Completion
In case of earlier completion of the Work, the Contractor is entitled to be paid bonus up-to limit and at a rate equivalent to 50% of the relevant limit and rate of liquidated damages stated in the contract data. **Not applicable**
- 9.1 Period for remedying defects **36 Months**
- 10.2 (e) Variation procedures: ----
- 11.1 **Terms of Payments**
- a) **Mobilization Advance**
- (1) **Mobilization Advance up to 10 % of the Contract Price stated in the Letter of Acceptance shall be paid by the Procuring Agency to the Contractor on the works costing Rs.2.5 million or above on following conditions:**
- (i) on submission by the Contractor of a Mobilization Advance Guarantee for the full amount of the Advance in the specified form from a Commercial Bank in Pakistan to the Procuring Agency;
- (ii) Contractor will pay interest on the mobilization advance at a rate of 10% per annum on the advance; and
- (iii) This Advance including the interest shall be recovered in 5 equal installments from the five (05) R.A bills and in case the number of bills is less than five (05) then 1/5th of the advance inclusive of the interest thereon shall be recovered from each bill and the balance together with interest be recovered from the final bill. It may be insured that the specified amount in the final bill to enable recovery of the Mobilization Advance.
- OR
- 2) **Secured Advance on Materials**
- (a) The Contractor shall be required to receive from the Procuring Agency Secured Advance against an INDEMNITY BOND in P W Account Form No. 31(Fin. R. Form No. 2 acceptable to the Procuring Agency of such sum as the Engineer may consider proper in respect of non-perishable materials brought at the Site but not yet incorporated in the Permanent Works provided that:
- (i) The materials are in accordance with the Specifications for the Permanent Works;
- (ii) Such materials have been delivered to the Site and are properly stored and protected against loss or damage or deterioration to the satisfaction and verification of the Engineer but at the risk and cost of the Contractor;
- (iii) The Contractor's records of the requirements, orders, receipts and use of materials are kept in a form approved by the Engineer, and such records shall be

BIDDING DOCUMENT

- available for inspection by the Engineer;
- (iv) The Contractor shall submit with his monthly statement the estimated value of the materials on Site together with such documents as may be required by the Engineer for the purpose of valuation of materials and providing evidence of ownership and payment therefore;
 - (v) Ownership of such materials shall be deemed to vest in the Procuring Agency and these materials shall not be removed from the Site or otherwise disposed of without written permission of the Procuring Agency;
 - (vi) The sum payable for such materials on Site shall not exceed 75% of the
 - (i) landed cost of imported materials, or
 - (ii) ex-factory/ex-warehouse price of locally manufactured or produced materials, or
 - (iii) market price of stands other materials;
 - (vii) Secured Advance should not be allowed unless & until the previous advance, if any, fully recovered;
 - (viii) Detailed account of advances must be kept in part of the account bill; and
 - (ix) Secured Advance may be permitted only against materials quantities anticipated to be consumed / utilized on the work within a period of six months from the date of issue of secured advance and definitely for quantities of materials for the entire work/contract
- (b) Recovery of Secured Advance:
- (i) Secured Advance paid to the Contractor under the above provisions shall be effected from the monthly payments on actual consumption basis, but not later than period specified in the contract not more than three months (even if unutilized); other conditions:
 - (ii) As recoveries are made the outstanding accounts of the items concerned in Part II should be reduced by making deduction entries in the column; "deduct quantity utilized in work measured since previous bill." equivalent to the quantities of materials used by the contractor on items of work shown as executed in part I of the bill
- (c) Interim payments: The Contractor shall submit to the Engineer monthly statements of the estimated value of the work completed less the cumulative payments certified previously.
- (i) The value of work completed comprises the value of the quantities of the items in the Bill of Quantities completed.
 - (ii) value of secured advance on the materials and valuation of variations (if any).
 - (iii) Engineer may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.
 - (iv) Retention money and other advances are to be recovered from the bill submitted by contractor.
- 11.2 (a) Valuation of the Works:
- i) Lump sum price _____ (details), or
 - ii) Lump sum price with schedules of rates _____ (details), or
 - iii) Lump sum price with bill of quantities _____ (details), or
 - iv) Re-measurement with estimated/bid quantities in the Schedule of Prices or on premium above or below quoted on the rates mentioned in CSR _____ (details), or/and
 - v) Cost reimbursable _____ (details)



BIDDING DOCUMENT

11.3 Percentage of retention **Three 03%**

11.6 Currency of payment: **Pak. Rupees**

14.1 **Insurances:**

Type of cover

The Works

Amount of cover

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

Type of cover

Contractor's Equipment:

Amount of cover

Full replacement cost

Type of cover

Third Party-injury to persons and damage to property _____
(The minimum amount of third party insurance should be assessed by the Procuring Agency and entered).

Workers: _____

Other cover: _____

14.2 Amount to be recovered
Premium plus _____ percent (____ %).

15.3 Arbitration
Place of Arbitration: _____

BIDDING DOCUMENT

STANDARD FORMS



BIDDING DOCUMENT

FORM OF BID SECURITY (Bank Guarantee)

Guarantee No. _____
Executed on _____

(Letter by the Guarantor to the Procuring Agency)

Name of Guarantor (Scheduled Bank in Pakistan) with
address: _____

Name of Principal (Bidder) with
address: _____

Sum of Security (express in words and
figures): _____

Bid Reference No. _____ Date of Bid _____

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Bid and at the request of the said Principal, we the Guarantor above-named are held and firmly bound unto the _____, (hereinafter called The "Procuring Agency") in the sum stated above, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Bidder has submitted the accompanying bid dated _____ for Bid No. _____ for _____ (Particulars of Bid) to the said Procuring Agency; and

WHEREAS, the Procuring Agency has required as a condition for considering said bid that the **bidder** furnishes a bid security in the above said sum from a Scheduled Bank in Pakistan or from a foreign bank duly counter-guaranteed by a Scheduled Bank in Pakistan, to the procuring agency, conditioned as under:

- (1) That the bid security shall remain in force up to and including the date 28 days after the deadline for validity of bids as stated in the Instructions to bidders or as it may be extended by the procuring agency, notice of which extension(s) to the Surety is hereby waived;
- (2) That the bid security of unsuccessful bidders will be returned by the procuring agency after expiry of its validity or upon signing of the Contract Agreement; and
- (3) That in the event of failure of the successful bidder to execute the proposed Contract Agreement for such work and furnish the required Performance Security, the entire said sum be paid immediately to the said procuring agency pursuant to Clause 15.6 of the Instruction to bidders for the successful bidder's failure to perform.

NOW THEREFORE, if the successful bidder shall, within the period specified therefore, on the prescribed form presented to him for signature enter into a formal Contract with the said procuring agency in accordance with his bid as accepted and furnish within twenty eight (28) days of his being requested to do so, a Performance Security with good and sufficient surety, as may be required, upon the form prescribed by the said procuring agency for the faithful performance and proper fulfilment of the said Contract or in the event of non-withdrawal of the said bid within the time specified for its validity then this obligation shall be void and of no effect, but otherwise to remain in full force and effect.

BIDDING DOCUMENT

PROVIDED THAT the Surety shall forthwith pay the procuring agency, the said sum upon first written demand of the procuring agency (without cavil or argument) and without requiring the procuring agency to prove or to show grounds or reasons for such demand, notice of which shall be sent by the procuring agency by registered post duly addressed to the Surety at its address given above.

PROVIDED ALSO THAT the procuring agency shall be the sole and final judge for deciding whether the Principal (Bidder) has duly performed his obligations to sign the Contract Agreement and to furnish the requisite Performance Security within the time stated above, or has defaulted in fulfilling said requirements and the Surety shall pay without objection the said sum upon demand from the procuring agency forthwith and without any reference to the Principal (Bidder) or any other person.

IN WITNESS WHEREOF, the above bounden Surety has executed the instrument under its seal on the date indicated above, the name and seal of the Surety being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

WITNESS:

SURETY (Bank)

1. _____

Signature _____

Name _____

Corporate Secretary (Seal)

Title _____

2. _____

Corporate Guarantor (Seal)

Name, Title & Address

BIDDING DOCUMENT

FORM OF PERFORMANCE SECURITY (Bank Guarantee)

Guarantee No. _____

Executed on _____

Expiry date _____

[Letter by the Guarantor to the Procuring Agency]

Name of Surety (Bank) with Address: (Scheduled Bank in Pakistan)

Name of Principal (Bidder) with Address

Penal Sum of Security
Rupees. _____
(Rs. _____)

Letter of Acceptance No. _____ Dated _____

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the bidding documents and above said Letter of Acceptance (hereinafter called the Documents) and at the request of the said Principal we, the Guarantor above named, are held and firmly bound unto the _____ (hereinafter called the procuring agency) in the penal sum of the amount stated above for the payment of which sum well and truly to be made to the said procuring agency, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has accepted the procuring agency's above said Letter of Acceptance for _____ (Name of Contract) for the _____ (Name of Project).

NOW THEREFORE, if the Principal (Contractor) shall well and truly perform and fulfill all the undertakings, covenants, terms and conditions of the said Documents during the original terms of the said Documents and any extensions thereof that may be granted by the procuring agency, with or without notice to the Guarantor, which notice is, hereby, waived and shall also well and truly perform and fulfill all the undertakings, covenants terms and conditions of the Contract and of any and all modifications of said Documents that may hereafter be made, notice of which modifications to the Guarantor being hereby waived, then, this obligation to be void; otherwise to remain in full force and virtue till all requirements of Clause 49, Defects Liability, of Conditions of Contract are fulfilled.

Our total liability under this Guarantee is limited to the sum stated above and it is a condition of any liability attaching to us under this Guarantee that the claim for payment in writing shall be received by us within the validity period of this Guarantee, failing which we shall be discharged of our liability, if any, under this Guarantee.

BIDDING DOCUMENT

We, _____ (the Guarantor), waiving all objections and defenses under the Contract, do hereby irrevocably and independently guarantee to pay to the procuring agency without delay upon the procuring agency's first written demand without cavil or arguments and without requiring the procuring agency to prove or to show grounds or reasons for such demand any sum or sums up to the amount stated above, against the procuring agency's written declaration that the Principal has refused or failed to perform the obligations under the Contract which payment will be effected by the Guarantor to Procuring Agency's designated Bank & Account Number.

PROVIDED ALSO THAT the procuring agency shall be the sole and final judge for deciding whether the Principal (Contractor) has duly performed his obligations under the Contract or has defaulted in fulfilling said obligations and the Guarantor shall pay without objection any sum or sums up to the amount stated above upon first written demand from the procuring agency forthwith and without any reference to the Principal or any other person.

IN WITNESS WHEREOF, the above-bounden Guarantor has executed this Instrument under its seal on the date indicated above, the name and corporate seal of the Guarantor being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

WITNESS:

GUARANTOR (Bank)

1. _____

Corporate Secretary (Seal)

Signature _____

Name _____

Title _____

2. _____

Name, Title & Address

Corporate Guarantor (Seal)



BIDDING DOCUMENT

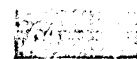
FORM OF CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT made on the _____ day of _____
between _____ of the one part and
_____ of the other part.

WHEREAS the Procuring Agency is desirous that certain works, viz _____ should
be executed by the Contractor and has accepted a bid by the Contractor for the execution and
completion of such works and the remedying of any defects therein.

NOW this Agreement witnesseth-- as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents after incorporating addenda, if any, except those parts relating to Instructions to bidders shall be deemed to form and be read and constructed as part of this Agreement, viz:
 - (a) The Letter of Acceptance;
 - (b) The completed Form of Bid along with Schedules to Bid;
 - (c) Conditions of Contract & Contract Data;
 - (d) The priced Schedule of Prices/Bill of Quantities (BoQ);
 - (e) The Specifications; and
 - (f) The Drawings.
3. In consideration of the payments to be made by the procuring agency to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the procuring agency to execute and complete the works and remedy defects therein in conformity and in all respects with the provisions of the contract.
4. Procuring agency hereby covenants to pay the contractor, in consideration of the execution and completion of the works as per provisions of the contract, the contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.



BIDDING DOCUMENT

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed on the day, month and year first before written in accordance with their respective laws.

Signature of the Contactor

Signature of Procuring Agency

Seal

Seal

Signed, Sealed and Delivered in the presence of:

Witness:

Witness:

(Name, Title and Address)

(Name, Title and Address)



BIDDING DOCUMENT

MOBILIZATION ADVANCE GUARANTEE

Bank Guarantee No. _____

Date _____

WHEREAS _____ (*hereinafter called the 'Procuring Agency'*) has entered into a Contract for _____ with _____ (*hereinafter called the "Contractor"*).

AND WHEREAS, the Procuring Agency has agreed to advance to the Contractor, at the Contractor's request, an amount of _____ Rupees (Rs. _____) which amount shall be advanced to the Contractor as per provisions of the Contract.

AND WHEREAS, the Procuring Agency has asked the Contractor to furnish Guarantee to secure the mobilization advance for the performance of his obligations under the said Contract.

AND WHEREAS _____ (*Scheduled Bank in Pakistan*) (*hereinafter called the "Guarantor"*) at the request of the Contractor and in consultation of the Procuring Agency agreeing to make the above advance to the Contractor, has agreed to furnish the said Guarantee.

NOW KNOWINGLY AND VOLUNTARILY, the Guarantor hereby guarantees that the Contractor shall use the advance for the purpose of above mentioned Contract and if he fails and commits default in fulfilment of any of his obligations for which the advance payment is made, the Guarantor shall be liable to the procuring agency for payment not exceeding the aforementioned amount.

Notice in writing of any default, of which the procuring agency shall be the sole and final judge, on the part of the Contractor, shall be given by the procuring agency to the Guarantor, and on such first written demand, payment shall be made by the Guarantor of all sums then due under this Guarantee without any reference to the Contractor and without any objection.

This Guarantee shall remain in force until the advance is fully adjusted against payments from the Interim Payment Certificates of the Contractor or until _____ Date _____ whichever is earlier.

The Guarantor's liability under this Guarantee shall not in any case exceed the sum of _____ Rupees _____ (Rs _____).

This Guarantee shall remain valid up to the aforesaid date and shall be null and void after the aforesaid date or earlier if the advance made to the Contractor is fully adjusted against payments from Interim Payment Certificates of the Contractor provided that the Guarantor agrees that the aforesaid period of validity shall be deemed to be extended if on the above mentioned date the advance payment is not fully adjusted.

BIDDING DOCUMENT

WITNESS:

GUARANTOR

1.

Signature

Corporate Secretary (Seal)

Name

2.

Corporate Guarantor (Seal)

Title & Address

NOT APPLICABLE



BIDDING DOCUMENT

INDENTURE FOR SECURED ADVANCES

(For use in cases in which is contract is for finished work and the contractor has entered into an agreement for the execution of a certain specified quantity of work in a given time).

This INDENTURE made the day of 20..... BETWEEN (hereinafter called "the Contractor" which expression shall where the context so admits or implied be deemed to include his heirs, executors, administrators and assigns) of the one part and THE GOVERNOR OF SINDH (hereinafter called "the Government" of the other part).

WHEREAS by an agreement, dated (hereinafter called the said agreement, the contractor has agreed to perform the under-mentioned works (hereinafter referred to as the said work): -

(Here enter (the description of the works).

AND WHEREAS the contractor has applied to the for an advance to him of Rupees (Rs.) on the security of materials absolutely belonging to him and brought by him to the site of the said works the subject of the said agreement for use in the execution of such of the said works as he has undertaken to execute at rates fixed for the said works (inclusive of the cost of materials and labour and other charge) AND WHEREAS the Government has agreed to advance to the Contractor the sum of Rupees, (Rs.) on the security of materials the quantities and other particulars of which are detailed in the Running Account Bill (B), the said works signed by the contractor

in Form 17.A

On and each covenants and conditions as are hereinafter contained and the Government reserves to itself the option of marking any further advance or advances on the security of the materials brought by the Contractor to the site of the said works.

NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of the sum of Rupees.....

(Rs.) on or before the execution of these presents paid to the Contractor by the Government (the receipt whereof the Contractor doth hereby acknowledge) and of such further advances (if any) as may be made to him as aforesaid (all of which advances are hereinafter collectively referred to as the said amount) the Contractor doth hereby assign unto the Government the said materials by way of security for the said amount

And doth hereby covenant and agree with the Government and declare ay follow :-

- (1) That the said sum of Rupees. RS.) so advanced by the Government to the Contractor as aforesaid and all or any further sum or sums which may be advanced as aforesaid shall be employed by the contractor in or towards expending the execution of the said works and for no other purpose whatsoever.
- (2) That the materials detailed in the said Running Account Bill (B) which have been offered to and accepted by the Government as security for the said amount are absolutely by the Contractors own property free from encumbrances of any kind and the Contractor will not make any application for or receive a further advance on the security of materials which are not absolutely his own property and free from encumbrances of any kind and the contractor



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hereby agrees, at all times, to indemnify and save harmless the Government against all claims whatsoever to any materials in respect of which an advance has been made to him as aforesaid.

- (3) That the said materials detailed in the said Running Account Bill (B) and all other materials on the security of which any further advance or advances may hereafter be made as aforesaid (hereinafter called the said materials) shall be used by the Contractor solely in the execution of the said works in accordance with the directions of the Divisional Officer (hereinafter called the Divisional Officer) and in the terms of the said agreement.
- (4) That the Contractor shall make at his own cost all necessary and adequate arrangement for the proper watch, safe custody and protection against all risks of the said material and that until used in construction as aforesaid the said materials shall remain at the site of the said works in the Contractor's custody and at his own risk and on his own responsibility and shall at all times be open to inspection by (he Divisional Officer or any officer authorized by him. In the event of the said materials of any part (hereof being stolen, destroyed or damaged or becoming deteriorated in a greater degree than is due to reasonable use and wear thereof Contractor will forthwith replace the same with the best materials of like quality or repair and make good the same as required by the Divisional Officer. The materials so brought to replace the said materials so repaired and made good shall also be considered as security for the said amount.
- (5) That the said materials shall not be removed from the site of the said works except with the written permission of the Divisional Officer or an officer authorized by him in that behalf.
- (6) That the said advances shall be payable in full when or before the Contractor receives payment from the Government of the price payable to him for the said works under the terms and conditions of the said agreement PROVIDED THAT if any intermediate payments are made to the contractor on account of work done then on the occasion of each such payment the Government will be at liberty to make a recovery from the Contractors Bill for such payment by deducting there from in the value of the said materials (then actually used in the construction and in respect of which recovery has not been made previously the value for this purpose being determined in respect of each description of material at the rates at which the amount of the advances made under these presents were calculated.
- (7) That if the Contractor shall at any time make any default in the performance or observation in any respect of any of the terms and provisions of the said agreement or of these presents the total amount of the advance or advances that may still be owing to the Government shall immediately on the happening of such default be repayable by the Contractor to the Government together with interest thereon at twelve percent per annum from the date or respective dates of such advance or advances to the date of repayment and with all costs, charges, damages and expenses incurred by the Government in or for the recovery thereof or the enforcement of this security or otherwise by reason of the default of the Contractor and any moneys so becoming due and payable shall constitute a debt due from the Contractor to the Government and the Contractor hereby covenants and agrees with the Government to repay and the same respectively to it accordingly.
- (8) That the Contractor hereby charges all the said materials with the repayment to the Government of the said sum of Rupees (Rs.) and any further sum or sums which may be advanced as aforesaid and all costs charges damages and expenses payable under these present

BIDDING DOCUMENT

PROVIDED ALWAYS and it is hereby agreed and declared that not, withstanding anything in the said agreement and without prejudice to the powers contained therein if and whether the covenant for payment and repayment hereinbefore contained shall become enforceable and the money owing shall not be paid to accordingly.

Once there with the Government may at any time thereafter adopt all or any of following courses as it may deem best :-

- (a) Seize and utilize the said materials or any part thereof in the completion of the said works on behalf of the Contractor in accordance with the provisions in that behalf contained in the said agreement debiting the Contractor with the actual cost of effecting such completion the amount due in respect of advances under these presents and crediting the Contractor with the value of work done as he had carried it out in accordance with the said agreement and at the rates thereby provided. If the balance is against the Contractor he is to pay the same to the Government on demand.
- (b) Remove and sell by public auction the seized materials or any part thereof and out of the moneys arising from the sale retain all the sums aforesaid repaid to the Government under these presents and pay over the surplus (if any) to the Contractor.
- (c) Deduct all or any part of the moneys owing to the Contractor out of any security deposit or any sum due to the Contractor under the said agreement.
- (9) That except as is expressly provided by the presents interest on the said advance shall not be payable.
- (10) That in the event of a conflict between the provisions of these presents and the said agreement the provisions of these presents shall prevail and in the event of any dispute or difference arising over the construction or effect of these presents the settlement of which has not been hereinbefore expressly provided for the same shall be referred to the Superintending Engineer/Executive District Officer/Officer one grade higher to officer signed the agreement Circle whose..... decision shall be final and the provisions of the Arbitration Act 1940 for the time being in force so far as they are applicable shall apply to any such reference.

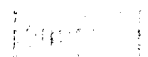
Signed, Sealed and Delivered by in the presence of:

Witness:

Witness:

(Name, Title and Address)

(Name, Title and Address)



SPECIFICATIONS

**Specifications can be seen in the office of the Executive Engineer
Barrage Division Sukkur on any working day during office hours.**

BIDDING DOCUMENT

DRAWINGS

**Drawings can be seen in the office of the Executive Engineer
Barrage Division Sukkur on any working day during office hours.**