

SPPRA BIDDING DOCUMENT

**SINDH PUBLIC PROCUREMENT REGULATORY AUTHORITY
(SPPRA)**

STANDARD FORM OF BIDDING DOCUMENT

FOR

PROCUREMENT OF WORKS.

(For contracts (small) amounting between Rs.2.5 to Rs. 50 Million)

No.1(i).

**EXECUTIVE ENGINEER BUILDINGS DIVISION
SHAHEED BENAZIR ABAD**

BIDDING DATA

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

- (a) Name of Procuring Agency. Executive Engineer Buildings Division Shaheed Benazir Abad.
- (b) Brief Description of Works. Const:of C/Wall for Graveyards (05 Nos) in District Shaheed Benazir Abad.
At Village Mitho Fakeer Deh 40 Dad U/C Channesar-1 Taluka Nawabshah.
- (c) Procuring Agency's address Executive Engineer Buildings Division at Khoja Garden Nawabshah District Shaheed Benazir Abad.
- (d) Estimated Cost. Rs.5.200 Million
- (e) Amount of Bid Security 2% Rs.104000/-
(Fill in lump sum amount or in %age of bid amount / estimated cost, but not exceeding 5%)
- (f) Period of Bid Validity (60 days). (Not more than sixty days).
- (g) Security Deposit (I/c: Bid Security). 10% Rs.5,20,000/-
(In %age of bid amount / estimated cost equal to 10%).
- (h) Percentage, if any, to be deducted from bills. 8% Rs.4,16,000/-
- (i) Deadline for submission of Bids alongwith time:- upto 12.00 Pm
- (J) Venue, Time and Date of Bid Opening :- Office Executive Engineer Buildings Division S.B.A. at Khoja Garden Nawabshah 2.00 Pm.
- (k) Time for completion from written order of commence :- 12 Months.
- (l) Liquidity Damages :- (0.05 of Estimated cost of Bid cost per day of delay, but total not exceeding 10%).
- (m) Name of Contractor / Agency _____
- (n) Deposit Receipt No. Date Amount
(In words & figures).

DR. No. _____ Rs. 3000/- Dated : - _____

Call Deposit No. _____ dated _____

of the _____ amounting to Rs : - _____.

Rates.

(CONTRACTOR)

**EXECUTIVE ENGINEER
BUILDINGS DIVISION
SHAHEED BENAZIR ABAD.**

BIDDING DATA

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

Instructions to Bidders, Clause Reference.

- 1.38 **Name of Procuring Agency.** Executive Engineer Buildings Division Shaheed Benazir Abad.
(Insert name of the Procuring Agency).
- Brief Description of Works.** Const:of C/Wall for Graveyards (05 Nos) in District Shaheed Benazir Abad. (At Village Mitho Fakeer Deh 40 Dad U/C Channesar-1 Taluka Nawabshah.
- 5.1 (a) **Procuring Agency's address** Buildings Division Shaheed Benazir Abad at Khoja Garden Nawabshah.
(Insert address of the Procuring Agency with Telex / Fax)
- (b) **Engineer's address:** Executive Engineer Buildings Division Shaheed Benazir Abad.
(Insert address of the Procuring Agency with Telex / Fax) Phone No.02449370153
- 10.3 **Bid shall be quoted entirely in Pak. Rupees.** The payment shall be made in Pak Rupees.
- 11.2 The Bidder has the financial, technical and constructional capability necessary to perform. The Contract as follows: (Insert required capabilities and documents).
- i) Financial Capacity: (must have turnover of Rs. --- Million).
- ii) Technical Capacity: (mention the appropriate category of registration with PEC & qualification & experience of the staff);
- iii) Construction Capacity: (mention the names and number of equipments required for the work);
- 12.1 (a) A detailed description of the works, essential technical and performance Characteristics.
- (b) Complete set of technical information, Description data, literature and drawings as required in accordance with Schedule-B to Bid, Specific Works Data. This 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.** Rs.104000/-
(Fill in lump sum amount or in %age of bit amount / estimated cost, but not below 1% and not exceeding 5%)
- 14.1 **Period of Bid Validity.** 12 Months.
(Fill in number of days not exceeding 90)
- 14.4 **No. of Copies of the Bid to be submitted.** One Original Plus 13 Copies.
- 14.6 **Procuring Agency's Address for the Purpose of Bid Submission.** Buildings Division Shaheed Benazir Abad at Khoja Garden Nawabshah.
(Insert postal address of location of bid box for delivery by hand).
- 15.1 **Deadline for submission of Bids.** Time 12:00 Pm.
- 16.1 **Venue, Time and Date of Bid Opening.** at Khoja Garden Nawabshah.
Time 2:00 Pm.
- 16.4 **Responsiveness of Bids:** (i) Bid is valid till required period. (ii) Bid prices are firm during currency of contract / price adjustment, (iii) Completion period offered is within specified limits; (iv) Bidder is eligible to Bid and possesses the requisite experience, capability and qualification. (v) Bid does not deviate from basic technical requirements and (vi) Bids are generally in order, etc. "Procuring agency can adopt either of two options" (Select either of them).
- (a) **Fixed Price contract:** In these contracts no escalation will be provided during currency of the contract and normally period of completion of these works is upto 12 Months.
- (b) **Price adjustment contract:** In these contracts no escalation will be paid only on those items and in the manner as notified by Finance Department, Govt.of Sindh, after bid opening during currency of the contract.

(CONTRACTOR)

**EXECUTIVE ENGINEER
BUILDINGS DIVISION
SHAHEED BENAZIR ABAD.**

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

Bid Reference No. Const:of C/Wall for Graveyards (05 Nos) in District Shaheed Benazir Abad.
At Village Mitho Fakeer Deh 40 Dad U/C Channesar-1 Taluka Nawabshah.

To,

The Executive Engineer,
Buildings Division,
Shaheed Benazir Abad.

Gentlemen.

1. Having examined the Bidding Documents including Instruction of 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 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 thereto 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 _____, Rs. _____ drawn in your favour of 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 **12 Months** from the date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
6. Unless and until a formal Agreement is prepared and executed, this Bid, together with your written acceptance thereof, shall constitute a binding contract between us.
7. We undertake, if our Bid is accepted, to execute the Performance Security referred to in Conditions of Contract for the due performance of the Contract.
8. We understand that you are not bound to accept the lowest or any bid you may receive.
9. We do hereby declare that the Bid is made without any collusion, comparison of figures or arrangement with any other person or persons making a bid for the works.

Dated this _____ day of _____ 2015

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

(Name of Bidder).

Address _____

Witness :

Signature _____

Name _____

Address _____

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Instructions to Bidders / Procuring Agencies.

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

A. GENERAL.

IB.1 Scope of Bid & Source of Funds.

1.1 Scope of Bid

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

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

1.2 Source of Funds.

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

IB.2 Eligible Bidders

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

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

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

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

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

- c) If prequalification has not undertaken, the procuring agency may ask information and documents not limited to following :-
 - (i) Company Profile;
 - (ii) Works of similar nature and size for each performed in last 3/5 years;
 - (iii) Construction equipments;
 - (iv) Qualification and experience of technical personnel and key site management;
 - (v) Financial statement of last 3 years;
 - (vi) Information regarding litigations and abandoned works if any.

IB.3 Cost of Bidding.

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

B. BIDDING DOCUMENTS.

IB.4 Contents of Bidding Documents.

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

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

5. Specifications
6. Specifications

IB.5 Clarification of Bidding Documents.

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

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

- 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 communicate^{3d} 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 BID

IB.7 Language of Bid.

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

IB.8 Documents Comprising the Bid.

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

IB.9 Sufficiency of Bid.

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

IB.10 Bid Prices, Currency of Bid & Payment.

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

- IB.11 Documents Establishing Bidder’s Eligibility and qualification.**
- 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 Work’s conformity to the Bidding Documents may be in the form of literature, drawings and data and the bidder shall furnish documentation as set out in Bidding Data.
- 12.2** The bidder shall note that standards for workmanship, material and equipment, and references to brand names or catalogue numbers, if any, designated by the Procuring Agency in the Technical Provisions are intended to be descriptive only and not restrictive.
- IB.13 Bidding Security.**
- 13.1** Each bidder shall furnish, as part of hid bid, at the option of the bidder, a Bid Security as percentage of bid price / estimated cost or in the amount stipulated in Bidding Data in Pak, Rupees in the form of **Deposit at Call / Payee’s or a Bank Guarantee** issued by a Scheduled Bank in Pakistan in favour of the Procuring Agency valid for a period upto twenty eight (28) days beyond the bid validity date (**Bid Security should not be below 1% and not exceeding 5% of bid price / estimated cost SPP Rule 37**).
- 13.2** Any bid not accompanied by an acceptable Bid Security shall be rejected by the Procuring Agency as Non-responsive.
- 13.3** The bid securities of unsuccessful bidders will be returned upon award of contract to the successful bidder or on the expiry of validity of Bid Security whichever is earlier.
- 13.4** The Bid Security of the successful bidder will be returned when the bidder has furnished the required Performance Security, and signed the Contract Agreement (SPP Rule 37).
- 13.5** The Bid Security may be forfeited:
- (a) If a bidder withdraws hid bid during the period of bid validity; or
 - (b) If a bidder does not accept the correction of hid 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 additional period but not exceeding 1/3 of the original period. The request and the bidder’s responses shall be made in writing or by cable. A Bidder may refuse the request without forfeiting the Bid Security. A Bidder agreeing to the request will not be required or permitted to otherwise modify the Bid, but will be required to extend the validity of Bid Security for the period of the extension, and in compliance with IB.13 in all respects (SPP Rule 38).
- 14.3** All Schedules to Bid are to be properly completed and signed.
- 14.4** No alteration is to be made in the Form of Bid except in filling up the blanks as directed. If any alteration be made or if these instructions be not fully complied with, the bid may be rejected.
- 14.5** Each bidder shall prepare Original and number of copies specified in the Bidding Data of the documents comprising the bid as described in IB.8 and clearly mark them “ORIGINAL” and “COPY” as appropriate. In the event of discrepancy between them, the original shall prevail.
- 14.6** The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign (in the case of copies, Photostats are also acceptable). This shall be indicated by submitting a written Power of Attorney authorizing the signatory of the bidder to act for and on behalf of the bidder. All pages of the bid shall be initialed and official seal be affixed by the person or persons signing the bid.
- 14.7** The Bid shall be delivered in person or sent by registered mail at the address to Procuring Agency as given in Bidding Data.

D. SUBMISSION OF BID

- IB.15 Deadline for submission, modification & withdrawal of bids.**
- 15.1** Bids must be received by the Procuring Agency at the address / provided in Bidding Data not later than the time and date stipulated therein.

- 15.2** The inner and outer envelopes shall.
- (a) Be address 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 Email shall not be considered.
- 15.4** Any bid received by the Procuring Agency after the deadline for submission prescribed in Bidding Date will be returned unopened to such bidder.
- 15.5** Any bidder may modify or withdraw his bid after bid submission provided that the modification or written notice of withdrawal is received by the Procuring Agency prior to the deadline for submission of bids.
- 15.6** Withdrawal of a bid during the interval between the deadline for submission of bids and the expiration of the period of bid validity specified in the Form of Bid may result in forfeiture of the Bid Security pursuant to IB. 13.5(a).

E. BID OPENING AND EVALUATION

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

- 16.1** The Procuring Agency will open the bids, in the presence of bidder's representatives who choose to attend, at the time, date and in the place specified in the Bidding Data.
- 16.2** The bidder's name, Bid Prices, any discount, the presence or absence of Bid Security, and such other details as the Procuring Agency at its discretion may consider appropriate, will be announced by the Procuring Agency at the bid opening. Representatives of the bidders who choose to attend shall sign the attendance sheet.
- Any Bid Price or discount which is not read out and recorded at bid opening will not be taken into account in the evaluation of bid.
- 16.3** To assist in the examination, evaluation and comparison of Bids the Engineer / Procuring Agency may, at its discretion, ask the bidder for a clarification of its Bid. The request for clarification and the response shall be in writing and no change in the price or substance of the Bid shall be sought, offered or permitted (SPP Rule 43).
- 16.4**
- a) Prior to the detailed evaluation, pursuant to IB.16.7 to 16.9, the Engineer / Procuring Agency will determine the substantial responsiveness of each bid to the Bidding Documents. For purpose of these instructions, a substantially responsive bid is one which conforms to all the terms and conditions of the Bidding Documents without material deviations. It will include determining the requirements listed in Bidding Data.
 - b) Arithmetical errors will be rectified on the following basis:

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

If the bidder does not accept the corrected amount of Bid, his Bid will be rejected and his Bid Security forfeited.
- 16.5** A Bid determined as substantially non-responsive will be rejected and will not subsequently be made responsive by the bidder by correction of the non-conformity.
- 16.6** Any minor informality or non-conformity or irregularity in a Bid which does not constitute a material deviation (**major deviation**) may be waived by Procuring Agency, provided such waiver does not prejudice or affect the relative ranking of any other bidders.

(A). Major (Material) Deviations Include:-

- 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 present 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 Works 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 indicted below to determine the Evaluated Bid Price:

- i) Making any correction for arithmetic errors pursuant to IB.16.4 hereof.
- ii) Discount, if any, offered by the bidders as also read out and recorded at the time of bid opening.
- iii) Excluding **provisional sums** and the provisions for **contingencies** in the Bill of quantities **if any**, but including **Day work**, where priced competitively.

IB.17 Process to be confidential.

- 17.1** Subject to IB.16.3 heretofore, no bidder shall contact Engineer / Procuring Agency on any matter relating to its Bid form 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 Redresser Committee as per terms and conditions mentioned in SP 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(a);

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

(ii) “**Collusive Practice**” means any arrangement between two or more parties to the procurement process or contract execution, designed to achieve with or without the knowledge of the procuring agency to establish prices at artificial, noncompetitive levels for any wrongful gain;

(iii) “**Corrupt Practice**” means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the facts of another party for wrongful gain;

(iv) “**Fraudulent Practice**” means any act or omission, including a misrepresentation that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;

(v) “**Obstructive Practice**” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract or deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements before investigations 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 state 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 bidder's qualifications submitted under B.11, as well as such other information required in the Bidding Documents.

IB.19 Award Criteria & Procuring Agency's Right.

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

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

IB.20 Notification of Award & Signing of Contract Agreement.

20.1 Prior to expiration of the period of bid validity prescribed by the Procuring Agency, the Procuring Agency will notify the successful bidder in writing ("Letter of Acceptance") that his bid has been accepted (SPP Rule 49).

20.2 Within seven (07) days from the date of furnishing of acceptable Performance Security under the Conditions of Contract, the Procuring Agency will send the successful bidder the Form of Contract Agreement provided in the Bidding Documents, incorporating all agreements between the parties.

20.3 The format Agreement between the Procuring Agency and the successful bidder duly stamped at rate of ----% of bid price (updated from time to time) stated in Letter of Acceptance shall be executed within seven (07) days of the receipt of Form of Contract Agreement by the successful bidder from the Procuring Agency.

IB.21 Performance Security.

21.1 The successful bidder shall furnish to the Procuring Agency a Performance Security in the form and the amount stipulated in the Conditions of Contract within a period of fourteen (14) days after the receipt of Letter of Acceptance (SPP Rule 39).

21.2 Failure of the successful bidder to comply with the requirements of Sub-Clauses IB.20.2, 21.3 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 Failure of the successful bidder to comply with the requirements of Sub-Clauses IB.20.2, 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 of 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).

FORM OF BID AND SCHEDULES TO BID

SCHEDULE 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 Programme of Works.
- Schedule E to Bid: Method of Performing Works
- Schedule F to Bid: Integrity Pact.

SCHEDULE – A TO BID

SCHEDULE OF PRICES.

| <u>Sr.No.</u> | | <u>Page No.</u> |
|---------------|---|-----------------|
| 1 | Preamble of Schedule of Prices..... | 24 |
| 2 | Schedule of Prices..... | 26 |
| | (a) Summary of Bid Prices | |
| | (b) Detailed Schedule of Prices / Bill of Quantities (BOQ). | |

[To be prepared by the Engineer / Procuring Agency]

PREAMBLE TO SCHEDULE OF PRICES.

1. General

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

2. Description.

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

3. Units & Abbreviations.

- 3.1 Units of measurement, symbols and abbreviations expressed in the Bidding Documents shall comply with the System Internationals,

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

4. Rates and Prices.

- 4.1 Except as otherwise expressly provided under the Conditions of Contract, the rates and amounts entered in the Schedule of prices shall be the rates as which the Contractor shall be paid and shall be the full inclusive value of the works set forth or implied in the Contract: except for the amounts reimbursable, if any to the Contractor under the contract.
- 4.2 Unless other-wise stipulated in the Contract Data, the premium, rates and prices entered by the bidder shall not be subject to adjustment during the performance of the Contract.
- 4.3 All duties, taxes and other levies payable by the Contractor shall be included in the rates and prices.
- 4.4 The whole cost of complying with the provisions of the Contract shall be included in the items provided in the Schedule of Prices and where no items are provide, the cost shall be deemed to be distributed among the rates and prices entered for the related items of the Works and no separate payment will be made for those items.

Continued.

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

Note : (Procuring Agency may modify as appropriate).

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

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

5. **Bid prices.**

- 5.1 Break-up of Bid Prices.

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

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

- 5.2 Total Bid Price

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

6. **Provisional Sums and Day work.**

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

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

(CONTRACTOR)

**EXECUTIVE ENGINEER
BUILDINGS DIVISION
SHAHEED BENAZIR ABAD.**

SCHEDULE OF PRICES

Name of work :- Const:of C/Wall for Graveyards (05 Nos) in District Shaheed Benazir Abad.
At Village Mitho Fakeer Deh 40 Dad U/C Channesar-1 Taluka Nawabshah.

| Item No. | Description | Quantity | Unit Rate (In Rs.) | Total amount (In Rs.) |
|---|---|---|--------------------|-----------------------|
| | I. (Civil Work) | | | |
| 1 | | | | |
| 2 | | | | |
| 3 | | | | |
| | II. (Internal Sanitary & Water Supply) | | | |
| 1 | | | | |
| 2 | | | | |
| 3 | | | | |
| | III. (Electrification) | | | |
| 1 | | | | |
| 2 | | | | |
| 3 | | | | |
| | IV. (External Development) | | | |
| 1 | | | | |
| 2 | | | | |
| 3 | | | | |
| | V. (Miscellaneous Items) | | | |
| 1 | | | | |
| 2 | | | | |
| 3 | | | | |
| Total (to be carried to summary of bid price) | | | | |
| Add / Deduct the percentage quoted above / below on the prices of items based on composite schedule rates; | | | | |
| (CONTRACTOR) | | EXECUTIVE ENGINEER BUILDINGS DIVISION <u>SHAHEED BENAZIR ABAD.</u> | | |

Conditions of Contract.

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

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

Clause – 2: Liquidated Damages. The contractor shall pay liquidated damages to the Agency at the rate per day stated in the bidding data for each day that the completion date is later than the Intended completion date; the amount of liquidated damage paid by the contractor to the Agency shall not exceed 10% of the contract price. Agency may be 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 exits
- i) Contractor causes a breach of any clause of the Contract;
 - ii) The progress of any particular portion of the work is unsatisfactory and notice of 10 days has expired;
 - iii) In the case of abandonment of the work owing to the serious illness or death of the contractor or any other cause.
 - iv) Contractor can also request for termination of contract if a payment certified by the Engineer is not paid to the contractor within 60 days of the date of the submission of the bill;
- (B) The Executive Engineer / Procuring Agency has power to adopt any of the following courses as may deem fit:-
- i) To forfeit the security deposit available except conditions mentioned at A(iii) and (iv) above;
 - ii) To finalize the work by measuring the work done by the contractor.
- (C) In the event of any of the above courses being adopted by the Executive Engineer / Procuring Agency, the contractor shall have:-
- i) No claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials, or entered into any engagements, or made any advances on account of, or with a view to the execution of the work or the performance of the contract,
 - 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 10 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 alternations or curtailment of the work.
- (C) In case the nature of the work in the variation does not correspond with items in the Bill of Quantities, the quotation by the contractor is to be in the form of new rates for the relevant items of work, and if the Engineer – In - Charge is satisfied that the rate quoted is within the rate worked out by him on detailed rate analysis, and then only he shall allow him that rate after approval from higher authority.
- (D) The time for the completion of the work shall be extended in the proportion that the additional work bear to the original contract work.
- (E) In case of quantities of work executed result the Initial Contract Price to be exceeded by more than 15%, and then Engineer can adjust the rates for those quantities causing excess the cost of contract beyond 15% after approval of Superintending Engineer.
- (F) **Repeat Order:** Any cumulative variation, beyond the 15% of initial contract amount, shall be subject of another contract to be tendered out if the works are separable from the original contract.

Clause – 10 Quality Control.

- (A) **Identifying Defects:** If at any time before the security deposit is refunded to the contractor / during defect liability period mentioned in bid data, the Engineer – In - Charge or his subordinate-in-charge of the work may instruct the contractor to uncover and test any part of the works which he considers may have a defect due to use of unsound materials or unskillful workmanship and the contractor has to carry out a test at his own cost irrespective of work already approved of 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 5 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 un-necessary 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 supporting 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 i/c protection of the environment on and off the site. Compensation of all damage done intentionally or unintentionally on or off the site by the contractor's labour shall be paid by him.

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

Clause – 16: Disputes. All disputes arising in connection with the present contract, and which cannot be amicably settled between the parties, the decision of the Superintending Engineer of the circle / officer / one grade higher to awarding authority shall be final, conclusive and binding on all parties to the contract upon all questions relating to the meaning of the specifications, designs drawings and instructions herein before 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 i/c 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.**

- iii) 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;
- iv) 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 un-utilized).

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 other-wise 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 of which the work is completed.

**DIVISIONAL ACCOUNTS OFFICER
BUILDINGS DIVISION
SHAHEED BENAZIR ABAD**

(CONTRACTOR)

**EXECUTIVE ENGINEER
BUILDINGS DIVISION
SHAHEED BENAZIR ABAD**

BILL OF QUANTITIES.

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

| Item No. | Quantities | Description of item to be executed at site. | Rate. | Unit. | Amount (In Rupees) |
|-----------------|-------------------|--|--------------|--------------|-------------------------------|
| 1 | 2 | 3 | 4 | 5 | 6 |
| | | | | | |
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Amount Total (a)
 _____% above / below on the
 rates of CSR.

**Amount to be added / deducted on the basis
of premium quoted Total (b).**

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

(CONTRACTOR)

**EXECUTIVE ENGINEER
BUILDINGS DIVISION
SHAHEED BENAZIR ABAD.**

SCHEDULE – “A”.

SPECIAL CONDITION OF THE CONTRACT.

- 1) No premium is to be allowed on Non-Schedule item.
- 2) No separate payment is to be made for cartage of material. The premium above / below of the schedule of Rate quoted by the contractor, shall cover the cost of cartage to be done by the contractor.
- 3) All material required for construction of the Buildings be produced & brought at site by the contractor at his own risk.
- 4) No extra items are to be executed without getting written orders from the competent authority.
- 5) The discrepancies in the item given the schedule ‘B’ are same as given to the New Schedule of Rates. Any omission / deviation deducted at subsequent shall be corrected according to the descriptions of the items given in the New Schedule of Rates.
- 6) Income Tax at 6½% will be recovered from the contractor of value of work done from all the payments on contract of the work.
- 7) The contractor will have to make his own or arrangement for water etc, and nothing will be paid for this.
- 8) R.C.C. designs & foundation designs will be arranged by the contractor through approved architect & designers. The contractor will be responsible for any failure due to faculty designs of foundation & R.C.C. Work.
- 9) If it is requested by the Department to use sulphate cement the contractor will be so any he will be paid only the difference in cost of ordinary cement & sulphate resisting cement (Factory Rate) contractor without any further claim & without premium.
- 10) Steel will be conformed to the British standard specification & shall be free for many kind of rest.
- 11) All reinforced concrete work shall be mechanically vibrated so as to have on premium compressive strength of 3000 lbs. Per Sq. Inch (Three Thousand Pounds Per Inch).
- 12) Sweet & place able water required for the construction will have to be arranged by the contractor at his own risk.
- 13) Bajri of approved quality & grade will be used for all works & no cartage from any items of work what so ever will be paid to the contractor.
- 14) The contractor will use hill sand of approved quarry for all works. No pit sand should be used.

(CONTRACTOR)

**EXECUTIVE ENGINEER
BUILDINGS DIVISION
SHAHEED BENAZIR ABAD.**

Name of work :- Const:of C/Wall for Graveyards (05 Nos) in District Shaheed Benazir Abad.
At Village Mitho Fakeer Deh 40 Dad U/C Channesar-1 Taluka Nawabshah.

SCHEDULE – B.

| Qty. | Items. | Rate. | Unit. | Amount. |
|------------|---|---------------|-----------------|---------------------|
| 6911 Cft. | 1/- Excavation in foundation of building bridges & other structure i/c deg-belling refilling around the structure with excavated earth watering ramming lead upto one chain & lift upto 5'. In ordinary soil. | @ Rs.3176/25 | %0.Cft. | Rs.21951/- |
| 1715 Cft. | 2/- Cement concrete brick or stone ballast 1½" to 2" gauge ratio 1:5:10. | @ Rs.8694/95 | %.Cft. | Rs.149118/- |
| 2069 Cft. | 3/- Pacca brick work in foundation and cement sand mortar in 1:6 ratio. | @ Rs.11948/36 | %.Cft. | Rs.247212/- |
| 3207 Cft. | 4/- R.C.C. work i/c all labour and material except the cost of steel reinforcement its labour for bending and binding which will be paid separately this rate also includes all kinds of forms molds lifting shuttering curing rendering and finishing the expose surface i/c screening and washing of shingle RCC work in roof slab beams columns rafts lintels and other structure members laid is situ precuts laid in position complete in all respect. | @ Rs.337/- | %.Cft. | Rs.1080759/- |
| 143.17 Cwt | 5/- Fabrication of mild steel reinforcement including cutting bending laying making joints fastening i/c the cost of binding wire also removal of rust from walls. | @ Rs.5001/70 | P.Cwt | Rs.716093/- |
| 6640 Cft. | 6/- Pacca brick work in other than building i/c sticking of joints upto 20' height in cement sand ratio 1:6. | @ Rs.12346/65 | %.Cft. | Rs.819818/- |
| 120 Sft | 7/- Making & fixing steel grated doors complete with locking arrangement angle iron frame 2"x2"3/8" and ¾" Sq:bars 4" C/Centre. | @ Rs.726/72 | P.Sft. | Rs.87206/- |
| 23688 Sft | 8/- Cement plaster ½" thick upto 20' height ratio 1:6. | @ Rs.2206/60 | %.Sft. | Rs.522699/- |
| 23688 Sft | 9/- Cement plaster 3/8" thick upto 20' height ratio 1:4. | @ Rs.2197/62 | %.Sft. | Rs.520549/- |
| 11844 Sft | 10/- Priming coat of Chalk under distemper. | @ Rs.442/75 | %.Sft. | Rs.52439/- |
| 11844 Sft | 11/- Distemping 3-coats. | @ Rs.1079/65 | %.Sft. | Rs.127874/- |
| 12000 Sft | 12/- Preparing the surface & painting with weather coat i/c rubbing the surface with rubbing brick / sand paper, filling the voids with chalk / plaster of Paris & then painting with weather coat of approved make. | @ Rs.2796/04 | %.Sft. | Rs.335525/- |
| 240 Sft | 13/- Preparing the surface & painting guard bars, gates, iron gratings, railings i/c standard braces etc & similar open work. | @ Rs.1270/88 | P%.Sft. | Rs.3050/- |
| 192 Sft | 14/- Providing and laying HALA or pattern tiles glazed 6" x ¼" on floor or wall facing in required colour and pattern of STILE specification jointed in white cement and pigment over a base of 1:2 grey cement mortar ¾" thick i/c washing and filling of joints with slurry of white cement and pigment in desired shape with finishing, cleaning and cost of wax polish etc. complete i/c cutting tiles to proper profile. | @ Rs.47651/56 | P%.Sft. | Rs.91491/- |
| 52 Sft | <u>Non-Scheduled Item.</u> 15/- S/F of Calligraphy tile of approved size in required colour & design tiles specification jointed in white cement and pigment over a base of 1:2 gray cement mortar ¾" thick and washing and filling or joints with slurry white cement and pigment in desired shape with finishing cleaning and coat of wax polish etc complete i/c cutting finishing to proper profile i/c carriage upto site of work. | @ Rs.808/00 | P.Sft | Rs.42016/- |
| | | | Total :- | Rs.4817800/- |

(CONTRACTOR)

EXECUTIVE ENGINEER
BUILDINGS DIVISION
SHAHEED BENAZIR ABAD

SPPRA BIDDING DOCUMENT

**SINDH PUBLIC PROCUREMENT REGULATORY AUTHORITY
(SPPRA)**

STANDARD FORM OF BIDDING DOCUMENT

FOR

PROCUREMENT OF WORKS.

(For contracts (small) amounting between Rs.2.5 to Rs. 50 Million)

No.1(ii).

**EXECUTIVE ENGINEER BUILDINGS DIVISION
SHAHEED BENAZIR ABAD**

BIDDING DATA

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

- (a) Name of Procuring Agency. Executive Engineer Buildings Division Shaheed Benazir Abad.
- (b) Brief Description of Works. Const:of C/Wall for Graveyards (05 Nos) in District Shaheed Benazir Abad.
At Village Pir Bilawali Deh Jamal Keerio U/C Khaddar Taluka Sakrand.
- (c) Procuring Agency's address Executive Engineer Buildings Division at Khoja Garden Nawabshah District Shaheed Benazir Abad.
- (d) Estimated Cost. Rs.11.250 Million
- (e) Amount of Bid Security 2% Rs.225000/-
(Fill in lump sum amount or in %age of bid amount / estimated cost, but not exceeding 5%)
- (f) Period of Bid Validity (60 days). (Not more than sixty days).
- (g) Security Deposit (I/c: Bid Security). 10% Rs.1125000/-
(In %age of bid amount / estimated cost equal to 10%).
- (h) Percentage, if any, to be deducted from bills. 8% Rs.900000/-
- (i) Deadline for submission of Bids alongwith time:- upto 12.00 Pm
- (J) Venue, Time and Date of Bid Opening :- Office Executive Engineer Buildings Division S.B.A. at Khoja Garden Nawabshah 2.00 Pm.
- (k) Time for completion from written order of commence :- 12 Months.
- (l) Liquidity Damages :- (0.05 of Estimated cost of Bid cost per day of delay, but total not exceeding 10%).
- (m) Name of Contractor / Agency _____
- (n) Deposit Receipt No. Date Amount
(In words & figures).

DR. No. _____ Rs. 3000/- Dated : - _____

Call Deposit No. _____ dated _____

of the _____ amounting to Rs : - _____.

Rates.

(CONTRACTOR)

**EXECUTIVE ENGINEER
BUILDINGS DIVISION
SHAHEED BENAZIR ABAD.**

BIDDING DATA

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

Instructions to Bidders, Clause Reference.

- 1.38 **Name of Procuring Agency.** Executive Engineer Buildings Division Shaheed Benazir Abad.
(Insert name of the Procuring Agency).
- Brief Description of Works.** Const:of C/Wall for Graveyards (05 Nos) in District Shaheed Benazir Abad.
At Village Pir Bilawali Deh Jamal Keerio U/C Khaddar Taluka Sakrand.
- 5.1 (a) **Procuring Agency's address** Buildings Division Shaheed Benazir Abad at Khoja Garden Nawabshah.
(Insert address of the Procuring Agency with Telex / Fax)
- (b) **Engineer's address:** Executive Engineer Buildings Division Shaheed Benazir Abad.
(Insert address of the Procuring Agency with Telex / Fax) Phone No.02449370153
- 10.3 **Bid shall be quoted entirely in Pak Rupees.** The payment shall be made in Pak Rupees.
- 11.2 The Bidder has the financial, technical and constructional capability necessary to perform. The Contract as follows: (Insert required capabilities and documents).
- i) Financial Capacity: (must have turnover of Rs. --- Million).
- ii) Technical Capacity: (mention the appropriate category of registration with PEC & qualification & experience of the staff);
- iii) Construction Capacity: (mention the names and number of equipments required for the work);
- 12.1 (a) A detailed description of the works, essential technical and performance Characteristics.
- (b) Complete set of technical information, Description data, literature and drawings as required in accordance with Schedule-B to Bid, Specific Works Data. This 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.** Rs.225000/-
(Fill in lump sum amount or in %age of bit amount / estimated cost, but not below 1% and not exceeding 5%)
- 14.1 **Period of Bid Validity.** 12 Months.
(Fill in number of days not exceeding 90)
- 14.4 **No. of Copies of the Bid to be submitted.** One Original Plus 13 Copies.
- 14.6 **Procuring Agency's Address for the Purpose of Bid Submission.** Buildings Division Shaheed Benazir Abad at Khoja Garden Nawabshah.
(Insert postal address of location of bid box for delivery by hand).
- 15.1 **Deadline for submission of Bids.** Time 12:00 Pm.
- 16.1 **Venue, Time and Date of Bid Opening.** at Khoja Garden Nawabshah.
Time 2:00 Pm.
- 16.4 **Responsiveness of Bids:** (i) Bid is valid till required period. (ii) Bid prices are firm during currency of contract / price adjustment, (iii) Completion period offered is within specified limits; (iv) Bidder is eligible to Bid and possesses the requisite experience, capability and qualification. (v) Bid does not deviate from basic technical requirements and (vi) Bids are generally in order, etc. "Procuring agency can adopt either of two options" (Select either of them).
- (a) **Fixed Price contract:** In these contracts no escalation will be provided during currency of the contract and normally period of completion of these works is upto 12 Months.
- (b) **Price adjustment contract:** In these contracts no escalation will be paid only on those items and in the manner as notified by Finance Department, Govt.of Sindh, after bid opening during currency of the contract.

(CONTRACTOR)

**EXECUTIVE ENGINEER
BUILDINGS DIVISION
SHAHEED BENAZIR ABAD.**

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

Bid Reference No. Const:of C/Wall for Graveyards (05 Nos) in District Shaheed Benazir Abad.
At Village Pir Bilawali Deh Jamal Keerio U/C Khaddar Taluka Sakrand.

To,

The Executive Engineer,
Buildings Division,
Shaheed Benazir Abad.

Gentlemen.

1. Having examined the Bidding Documents including Instruction of 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 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 thereto 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 _____, Rs. _____ drawn in your favour of 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 **12 Months** from the date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
6. Unless and until a formal Agreement is prepared and executed, this Bid, together with your written acceptance thereof, shall constitute a binding contract between us.
7. We undertake, if our Bid is accepted, to execute the Performance Security referred to in Conditions of Contract for the due performance of the Contract.
8. We understand that you are not bound to accept the lowest or any bid you may receive.
9. We do hereby declare that the Bid is made without any collusion, comparison of figures or arrangement with any other person or persons making a bid for the works.

Dated this _____ day of _____ 2015

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

(Name of Bidder).

Address _____

Witness :

Signature _____

Name _____

Address _____

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Instructions to Bidders / Procuring Agencies.

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

A. GENERAL.

IB.1 Scope of Bid & Source of Funds.

1.1 Scope of Bid

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

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

1.2 Source of Funds.

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

IB.2 Eligible Bidders

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

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

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

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

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

- c) If prequalification has not undertaken, the procuring agency may ask information and documents not limited to following :-

- (i) Company Profile;
- (ii) Works of similar nature and size for each performed in last 3/5 years;
- (iii) Construction equipments;
- (iv) Qualification and experience of technical personnel and key site management;
- (v) Financial statement of last 3 years;
- (vi) Information regarding litigations and abandoned works if any.

IB.3 Cost of Bidding.

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

B. BIDDING DOCUMENTS.

IB.4 Contents of Bidding Documents.

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

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

5. Specifications

6. Specifications

IB.5 Clarification of Bidding Documents.

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

5.2 An interested bidder, who has obtained bidding documents, may request for clarification of contents of bidding documents in writing and procuring agency shall respond to such queries in writing within three calendar days, provided they are received at least five calendar days prior to the date of opening of bid (SPP Rule 23-1).

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

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 communicate^{3d} 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 BID

IB.7 Language of Bid.

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

IB.8 Documents Comprising the Bid.

8.1 The Bid submitted by the bidder shall comprise the following:

- (a) Offer / Covering Letter
- (b) Form of Bid duly filled, signed and sealed, in accordance with IB.14.3.
- (c) Schedule (A to F) to Bid duly filled and initialed, in accordance with the instructions contained therein & in accordance with IB.14.3.
- (d) Bid Security furnished in accordance with IB.13.
- (e) Power of Attorney in accordance with IB 14.5.
- (f) Documentary evidence in accordance with IB.2(c) & IB.11
- (g) Documentary evidence in accordance with IB.12.

IB.9 Sufficiency of Bid.

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

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

IB.10 Bid Prices, Currency of Bid & Payment.

10.1 The Bidder shall fill up the Schedule of Prices (Schedule A to Bid) indicating the percentage above or below the Composite Schedule of Rates / Unit rates and prices of the Works to be performed under the Contract, Prices in the Schedule of Prices / Bill of Quantities shall be quoted entirely in Pak Rupees keeping in view the instructions contained in the Preamble to Schedule of Prices.

10.2 Unless otherwise stipulated in the Conditions of Contract, prices quoted by the bidder shall remain fixed during the bidder's performance of the Contract and not subject to variation on any account.

10.3 The unit rates & prices in the Schedule of Prices or percentage above or below on the composite schedule of rates shall be quoted by the bidder in the currency as stipulated in Bidding Data.

10.4 Items for which no rate or price is entered by the Bidder will not be paid for by the Procuring Agency when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities.

- IB.11 Documents Establishing Bidder’s Eligibility and qualification.**
- 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 Work’s conformity to the Bidding Documents may be in the form of literature, drawings and data and the bidder shall furnish documentation as set out in Bidding Data.
- 12.2** The bidder shall note that standards for workmanship, material and equipment, and references to brand names or catalogue numbers, if any, designated by the Procuring Agency in the Technical Provisions are intended to be descriptive only and not restrictive.
- IB.13 Bidding Security.**
- 13.1** Each bidder shall furnish, as part of hid bit, at the option of the bidde3r, a Bid Security as percentage of bid price / estimated cost or in the amount stipulated in Bidding Data in Pak, Rupees in the form of **Deposit at Call / Payee’s or a Bank Guarantee** issued by a Scheduled Bank in Pakistan in favour of the Procuring Agency valid for a period upto twenty eight (28) days beyond the bid validity date (**Bid Security should not be below 1% and not exceeding 5% of bid price / estimated cost SPP Rule 37**).
- 13.2** Any bid not accompanied by an acceptable Bid Security shall be rejected by the Procuring Agency as Non-responsive.
- 13.3** The bid securities of unsuccessful bidders will be returned upon award of contract to the successful bidder or on the expiry of validity of Bid Security whichever is earlier.
- 13.4** The Bid Security of the successful bidder will be returned when the bidder has furnished the required Performance Security, and signed the Contract Agreement (SPP Rule 37).
- 13.5** The Bid Security may be forfeited:
- (a) If a bidder withdraws hid bid during the period of bid validity; or
 - (b) If a bidder does not accept the correction of hid 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 additional period but not exceeding 1/3 of the original period. The request and the bidder’s responses shall be made in writing or by cable. A Bidder may refuse the request without forfeiting the Bid Security. A Bidder agreeing to the request will not be required or permitted to otherwise modify the Bid, but will be required to extend the validity of Bid Security for the period of the extension, and in compliance with IB.13 in all respects (SPP Rule 38).
- 14.3** All Schedules to Bid are to be properly completed and signed.
- 14.4** No alteration is to be made in the Form of Bid except in filling up the blanks as directed. If any alteration be made or if these instructions be not fully complied with, the bid may be rejected.
- 14.5** Each bidder shall prepare Original and number of copies specified in the Bidding Data of the documents comprising the bid as described in IB.8 and clearly mark them “ORIGINAL” and “COPY” as appropriate. In the event of discrepancy between them, the original shall prevail.
- 14.6** The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign (in the case of copies, Photostats are also acceptable). This shall be indicated by submitting a written Power of Attorney authorizing the signatory of the bidder to act for and on behalf of the bidder. All pages of the bid shall be initialed and official seal be affixed by the person or persons signing the bid.
- 14.7** The Bid shall be delivered in person or sent by registered mail at the address to Procuring Agency as given in Bidding Data.

D. SUBMISSION OF BID

- IB.15 Deadline for submission, modification & withdrawal of bids.**
- 15.1** Bids must be received by the Procuring Agency at the address / provided in Bidding Data not later than the time and date stipulated therein.

- 15.2** The inner and outer envelopes shall.
- (a) Be address 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 Email shall not be considered.
- 15.4** Any bid received by the Procuring Agency after the deadline for submission prescribed in Bidding Date will be returned unopened to such bidder.
- 15.5** Any bidder may modify or withdraw his bid after bid submission provided that the modification or written notice of withdrawal is received by the Procuring Agency prior to the deadline for submission of bids.
- 15.6** Withdrawal of a bid during the interval between the deadline for submission of bids and the expiration of the period of bid validity specified in the Form of Bid may result in forfeiture of the Bid Security pursuant to IB. 13.5(a).

E. BID OPENING AND EVALUATION

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

- 16.1** The Procuring Agency will open the bids, in the presence of bidder's representatives who choose to attend, at the time, date and in the place specified in the Bidding Data.
- 16.2** The bidder's name, Bid Prices, any discount, the presence or absence of Bid Security, and such other details as the Procuring Agency at its discretion may consider appropriate, will be announced by the Procuring Agency at the bid opening. Representatives of the bidders who choose to attend shall sign the attendance sheet.
- Any Bid Price or discount which is not read out and recorded at bid opening will not be taken into account in the evaluation of bid.
- 16.3** To assist in the examination, evaluation and comparison of Bids the Engineer / Procuring Agency may, at its discretion, ask the bidder for a clarification of its Bid. The request for clarification and the response shall be in writing and no change in the price or substance of the Bid shall be sought, offered or permitted (SPP Rule 43).
- 16.4**
- a) Prior to the detailed evaluation, pursuant to IB.16.7 to 16.9, the Engineer / Procuring Agency will determine the substantial responsiveness of each bid to the Bidding Documents. For purpose of these instructions, a substantially responsive bid is one which conforms to all the terms and conditions of the Bidding Documents without material deviations. It will include determining the requirements listed in Bidding Data.
 - b) Arithmetical errors will be rectified on the following basis:

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

If the bidder does not accept the corrected amount of Bid, his Bid will be rejected and his Bid Security forfeited.
- 16.5** A Bid determined as substantially non-responsive will be rejected and will not subsequently be made responsive by the bidder by correction of the non-conformity.
- 16.6** Any minor informality or non-conformity or irregularity in a Bid which does not constitute a material deviation (**major deviation**) may be waived by Procuring Agency, provided such waiver does not prejudice or affect the relative ranking of any other bidders.

(A). Major (Material) Deviations Include:-

- 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 present 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 Works 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 indicted below to determine the Evaluated Bid Price:

- i) Making any correction for arithmetic errors pursuant to IB.16.4 hereof.
- ii) Discount, if any, offered by the bidders as also read out and recorded at the time of bid opening.
- iii) Excluding **provisional sums** and the provisions for **contingencies** in the Bill of quantities **if any**, but including **Day work**, where priced competitively.

IB.17 Process to be confidential.

- 17.1** Subject to IB.16.3 heretofore, no bidder shall contact Engineer / Procuring Agency on any matter relating to its Bid form 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 Redresser Committee as per terms and conditions mentioned in SP 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(a);

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

(ii) “**Collusive Practice**” means any arrangement between two or more parties to the procurement process or contract execution, designed to achieve with or without the knowledge of the procuring agency to establish prices at artificial, noncompetitive levels for any wrongful gain;

(iii) “**Corrupt Practice**” means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the facts of another party for wrongful gain;

(iv) “**Fraudulent Practice**” means any act or omission, including a misrepresentation that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;

(v) “**Obstructive Practice**” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract or deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements before investigations 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 state 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 bidder's qualifications submitted under B.11, as well as such other information required in the Bidding Documents.

IB.19 Award Criteria & Procuring Agency's Right.

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

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

IB.20 Notification of Award & Signing of Contract Agreement.

20.1 Prior to expiration of the period of bid validity prescribed by the Procuring Agency, the Procuring Agency will notify the successful bidder in writing ("Letter of Acceptance") that his bid has been accepted (SPP Rule 49).

20.2 Within seven (07) days from the date of furnishing of acceptable Performance Security under the Conditions of Contract, the Procuring Agency will send the successful bidder the Form of Contract Agreement provided in the Bidding Documents, incorporating all agreements between the parties.

20.3 The format Agreement between the Procuring Agency and the successful bidder duly stamped at rate of ----% of bid price (updated from time to time) stated in Letter of Acceptance shall be executed within seven (07) days of the receipt of Form of Contract Agreement by the successful bidder from the Procuring Agency.

IB.21 Performance Security.

21.1 The successful bidder shall furnish to the Procuring Agency a Performance Security in the form and the amount stipulated in the Conditions of Contract within a period of fourteen (14) days after the receipt of Letter of Acceptance (SPP Rule 39).

21.2 Failure of the successful bidder to comply with the requirements of Sub-Clauses IB.20.2, 21.3 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 Failure of the successful bidder to comply with the requirements of Sub-Clauses IB.20.2, 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 of 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).

FORM OF BID AND SCHEDULES TO BID

SCHEDULE 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 Programme of Works.
- Schedule E to Bid: Method of Performing Works
- Schedule F to Bid: Integrity Pact.

SCHEDULE – A TO BID

SCHEDULE OF PRICES.

| <u>Sr.No.</u> | | <u>Page No.</u> |
|---------------|---|-----------------|
| 1 | Preamble of Schedule of Prices..... | 24 |
| 2 | Schedule of Prices..... | 26 |
| | (a) Summary of Bid Prices | |
| | (b) Detailed Schedule of Prices / Bill of Quantities (BOQ). | |

[To be prepared by the Engineer / Procuring Agency]

PREAMBLE TO SCHEDULE OF PRICES.

1. General

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

2. Description.

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

3. Units & Abbreviations.

- 3.1 Units of measurement, symbols and abbreviations expressed in the Bidding Documents shall comply with the System Internationals,

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

4. Rates and Prices.

- 4.1 Except as otherwise expressly provided under the Conditions of Contract, the rates and amounts entered in the Schedule of prices shall be the rates as which the Contractor shall be paid and shall be the full inclusive value of the works set forth or implied in the Contract: except for the amounts reimbursable, if any to the Contractor under the contract.
- 4.2 Unless other-wise stipulated in the Contract Data, the premium, rates and prices entered by the bidder shall not be subject to adjustment during the performance of the Contract.
- 4.3 All duties, taxes and other levies payable by the Contractor shall be included in the rates and prices.
- 4.4 The whole cost of complying with the provisions of the Contract shall be included in the items provided in the Schedule of Prices and where no items are provide, the cost shall be deemed to be distributed among the rates and prices entered for the related items of the Works and no separate payment will be made for those items.

Continued.

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

Note : (Procuring Agency may modify as appropriate).

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

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

5. **Bid prices.**

- 5.1 Break-up of Bid Prices.

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

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

- 5.2 Total Bid Price

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

6. **Provisional Sums and Day work.**

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

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

(CONTRACTOR)

**EXECUTIVE ENGINEER
BUILDINGS DIVISION
SHAHEED BENAZIR ABAD.**

SCHEDULE OF PRICES

Name of work :- Const:of C/Wall for Graveyards (05 Nos) in District Shaheed Benazir Abad.
At Village Pir Bilawali Deh Jamal Keerio U/C Khaddar Taluka Sakrand.

| Item No. | Description | Quantity | Unit Rate (In Rs.) | Total amount (In Rs.) |
|---|---|---|--------------------|-----------------------|
| | I. (Civil Work) | | | |
| 1 | | | | |
| 2 | | | | |
| 3 | | | | |
| | II. (Internal Sanitary & Water Supply) | | | |
| 1 | | | | |
| 2 | | | | |
| 3 | | | | |
| | III. (Electrification) | | | |
| 1 | | | | |
| 2 | | | | |
| 3 | | | | |
| | IV. (External Development) | | | |
| 1 | | | | |
| 2 | | | | |
| 3 | | | | |
| | V. (Miscellaneous Items) | | | |
| 1 | | | | |
| 2 | | | | |
| 3 | | | | |
| Total (to be carried to summary of bid price) | | | | |
| Add / Deduct the percentage quoted above / below on the prices of items based on composite schedule rates; | | | | |
| (CONTRACTOR) | | EXECUTIVE ENGINEER BUILDINGS DIVISION <u>SHAHEED BENAZIR ABAD.</u> | | |

Conditions of Contract.

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

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

Clause – 2: Liquidated Damages. The contractor shall pay liquidated damages to the Agency at the rate per day stated in the bidding data for each day that the completion date is later than the Intended completion date; the amount of liquidated damage paid by the contractor to the Agency shall not exceed 10% of the contract price. Agency may be 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 exits
- i) Contractor causes a breach of any clause of the Contract;
 - ii) The progress of any particular portion of the work is unsatisfactory and notice of 10 days has expired;
 - iii) In the case of abandonment of the work owing to the serious illness or death of the contractor or any other cause.
 - iv) Contractor can also request for termination of contract if a payment certified by the Engineer is not paid to the contractor within 60 days of the date of the submission of the bill;
- (B) The Executive Engineer / Procuring Agency has power to adopt any of the following courses as may deem fit:-
- i) To forfeit the security deposit available except conditions mentioned at A(iii) and (iv) above;
 - ii) To finalize the work by measuring the work done by the contractor.
- (C) In the event of any of the above courses being adopted by the Executive Engineer / Procuring Agency, the contractor shall have:-
- i) No claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials, or entered into any engagements, or made any advances on account of, or with a view to the execution of the work or the performance of the contract,
 - 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 10 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 alternations or curtailment of the work.
- (C) In case the nature of the work in the variation does not correspond with items in the Bill of Quantities, the quotation by the contractor is to be in the form of new rates for the relevant items of work, and if the Engineer – In - Charge is satisfied that the rate quoted is within the rate worked out by him on detailed rate analysis, and then only he shall allow him that rate after approval from higher authority.
- (D) The time for the completion of the work shall be extended in the proportion that the additional work bear to the original contract work.
- (E) In case of quantities of work executed result the Initial Contract Price to be exceeded by more than 15%, and then Engineer can adjust the rates for those quantities causing excess the cost of contract beyond 15% after approval of Superintending Engineer.
- (F) **Repeat Order:** Any cumulative variation, beyond the 15% of initial contract amount, shall be subject of another contract to be tendered out if the works are separable from the original contract.

Clause – 10 Quality Control.

- (A) **Identifying Defects:** If at any time before the security deposit is refunded to the contractor / during defect liability period mentioned in bid data, the Engineer – In - Charge or his subordinate-in-charge of the work may instruct the contractor to uncover and test any part of the works which he considers may have a defect due to use of unsound materials or unskillful workmanship and the contractor has to carry out a test at his own cost irrespective of work already approved of 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 5 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 un-necessary 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 supporting 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 i/c protection of the environment on and off the site. Compensation of all damage done intentionally or unintentionally on or off the site by the contractor's labour shall be paid by him.

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

Clause – 16: Disputes. All disputes arising in connection with the present contract, and which cannot be amicably settled between the parties, the decision of the Superintending Engineer of the circle / officer / one grade higher to awarding authority shall be final, conclusive and binding on all parties to the contract upon all questions relating to the meaning of the specifications, designs drawings and instructions herein before 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 i/c 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.**

- iii) 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;
- iv) 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 un-utilized).

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 other-wise 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 of which the work is completed.

**DIVISIONAL ACCOUNTS OFFICER
BUILDINGS DIVISION
SHAHEED BENAZIR ABAD**

(CONTRACTOR)

**EXECUTIVE ENGINEER
BUILDINGS DIVISION
SHAHEED BENAZIR ABAD**

BILL OF QUANTITIES.

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

| Item No. | Quantities | Description of item to be executed at site. | Rate. | Unit. | Amount (In Rupees) |
|----------|------------|---|-------|-------|-----------------------|
| 1 | 2 | 3 | 4 | 5 | 6 |
| | | | | | |
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Amount Total (a)
 _____% above / below on the
 rates of CSR.

Amount to be added / deducted on the basis
 of premium quoted Total (b).

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

(CONTRACTOR)

**EXECUTIVE ENGINEER
 BUILDINGS DIVISION
SHAHEED BENAZIR ABAD.**

SCHEDULE – “A”.

SPECIAL CONDITION OF THE CONTRACT.

- 1) No premium is to be allowed on Non-Schedule item.
- 2) No separate payment is to be made for cartage of material. The premium above / below of the schedule of Rate quoted by the contractor, shall cover the cost of cartage to be done by the contractor.
- 3) All material required for construction of the Buildings be produced & brought at site by the contractor at his own risk.
- 4) No extra items are to be executed without getting written orders from the competent authority.
- 5) The discrepancies in the item given the schedule ‘B’ are same as given to the New Schedule of Rates. Any omission / deviation deducted at subsequent shall be corrected according to the descriptions of the items given in the New Schedule of Rates.
- 6) Income Tax at 6½% will be recovered from the contractor of value of work done from all the payments on contract of the work.
- 7) The contractor will have to make his own or arrangement for water etc, and nothing will be paid for this.
- 8) R.C.C. designs & foundation designs will be arranged by the contractor through approved architect & designers. The contractor will be responsible for any failure due to faculty designs of foundation & R.C.C. Work.
- 9) If it is requested by the Department to use sulphate cement the contractor will be so any he will be paid only the difference in cost of ordinary cement & sulphate resisting cement (Factory Rate) contractor without any further claim & without premium.
- 10) Steel will be conformed to the British standard specification & shall be free for many kind of rest.
- 11) All reinforced concrete work shall be mechanically vibrated so as to have on premium compressive strength of 3000 lbs. Per Sq. Inch (Three Thousand Pounds Per Inch).
- 12) Sweet & place able water required for the construction will have to be arranged by the contractor at his own risk.
- 13) Bajri of approved quality & grade will be used for all works & no cartage from any items of work what so ever will be paid to the contractor.
- 14) The contractor will use hill sand of approved quarry for all works. No pit sand should be used.

(CONTRACTOR)

**EXECUTIVE ENGINEER
BUILDINGS DIVISION
SHAHEED BENAZIR ABAD.**

Name of work :- Const:of C/Wall for Graveyards (05 Nos) in District Shaheed Benazir Abad.
At Village Pir Bilawali Deh Jamal Keerio U/C Khaddar Taluka Sakrand.

SCHEDULE – B.

| Qty. | Items. | Rate. | Unit. | Amount. |
|-----------------------------------|---|---------------|--------|----------------------|
| 17350 Cft. | 1/- Excavation in foundation of building bridges & other structure i/c deg-belling refilling around the structure with excavated earth watering ramming lead upto one chain & lift upto 5'. In ordinary soil. | @ Rs.3176/25 | %Cft. | Rs.55107/- |
| 5375 Cft. | 2/- Cement concrete brick or stone ballast 1½" to 2" gauge ratio 1:5:10. | @ Rs.8694/95 | %Cft. | Rs.467354/- |
| 5364 Cft. | 3/- R.C.C. work i/c all labour and material except the cost of steel reinforcement its labour for bending and binding which will be paid separately this rate also includes all kinds of forms molds lifting shuttering curing rendering and finishing the expose surface i/c screening and washing of shingle RCC work in roof slab beams columns rafts lintels and other structure members laid is situ precuts laid in position complete in all respect. | @ Rs.337/- | %Cft. | Rs.1807668/- |
| 241.38 Cwt | 4/- Fabrication of mild steel reinforcement including cutting bending laying making joints fastening i/c the cost of binding wire also removal of rust from walls. | @ Rs.5001/70 | P.Cwt | Rs.1207310/- |
| 8325 Cft. | 5/- Pacca brick work in foundation and cement sand mortar in 1:6 ratio. | @ Rs.11948/36 | %Cft. | Rs.994700/- |
| 16650 Cft. | 6/- Pacca brick work in other than building i/c sticking of joints upto 20' height in cement sand ratio 1:6. | @ Rs.12346/65 | %Cft. | Rs.2055717/- |
| 63000 Sft | 7/- Cement plaster ½" thick upto 20' height ratio 1:6. | @ Rs.2206/60 | %Sft. | Rs.1390158/- |
| 63000 Sft | 8/- Cement plaster 3/8" thick upto 20' height ratio 1:4. | @ Rs.2197/62 | %Sft. | Rs.1384500/- |
| 120 Sft | 9/- Making & fixing steel grated doors complete with locking arrangement angle iron frame 2"x2"3/8" and ¾" Sq:bars 4" C/Centre. | @ Rs.726/72 | P.Sft. | Rs.87206/- |
| 204 Sft | 10/- Providing and laying HALA or pattern tiles glazed 6" x ¼" on floor or wall facing in required colour and pattern of STILE specification jointed in white cement and pigment over a base of 1:2 grey cement mortar ¾" thick i/c washing and filling of joints with slurry of white cement and pigment in desired shape with finishing, cleaning and cost of wax polish etc. complete i/c cutting tiles to proper profile. | @ Rs.47651/56 | P%Sft. | Rs.97209/- |
| 63000 Sft | 11/- Colour Washing of two coats white wash surface. | @ Rs.859/90 | %Sft. | Rs.541737/- |
| 240 Sft | 12/- Preparing surface painting guard bars gates iron bars grating railings (i/c std: braces etc and similar open work. | @ Rs.977/40 | %Sft | Rs.2346/- |
| <u>Non-Scheduled Item.</u> | | | | |
| 24 Sft | 13/- S/F of Calligraphy tile of approved size in required colour & design tiles specification jointed in white cement and pigment over a base of 1:2 gray cement mortar ¾" thick and washing and filling or joints with slurry white cement and pigment in desired shape with finishing cleaning and coat of wax polish etc complete i/c cutting finishing to proper profile i/c carriage upto site of work. | @ Rs.722/53 | P.Sft | Rs.17340/- |
| | | | | Total :- |
| | | | | Rs.10108352/- |

(CONTRACTOR)

EXECUTIVE ENGINEER
BUILDINGS DIVISION
SHAHEED BENAZIR ABAD

SPPRA BIDDING DOCUMENT

STANDARD BIDDING DOCUMENT

PROCUREMENT OF WORKS.

(For Contracts Costing upto Rs.2.500 million)

Standard Bidding Document is intended as a model for admeasurements (Percentage Rate / Unit price for unit rates in a Bill of Quantities) types of contract, the main text refers to admeasurements contracts.

No.1(iii)

**EXECUTIVE ENGINEER BUILDINGS DIVISION
SHAHEED BENAZIR ABAD**

BIDDING DATA

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

- (a) Name of Procuring Agency. Executive Engineer Buildings Division Shaheed Benazir Abad.
- (b) Brief Description of Works. **Const:of C/Wall for Graveyards (05 Nos) in District Shaheed Benazir Abad.**
At Village Dhani Bux Chandio at Pir Zakri Deh 19 Jalalani U/C Pir Zakri Taluka Sakrand.
- (c) Procuring Agency's address Executive Engineer Buildings Division at Khoja Garden Nawabshah District Shaheed Benazir Abad.
- (d) Estimated Cost. Rs.1.450 Million
- (e) Amount of Bid Security 2% Rs.29000/-
(Fill in lump sum amount or in %age of bid amount / estimated cost, but not exceeding 5%)
- (f) Period of Bid Validity (days). (Not more than sixty days).
- (g) Security Deposit (I/c: Bid Security). 10% Rs.145000/-
(In %age of bid amount / estimated cost equal to 10%).
- (h) Percentage, if any, to be deducted from bills. 8% Rs.1,16,000/-
- (i) Deadline for submission of Bids alongwith time:- upto 12.00 Pm
- (J) Venue, Time and Date of Bid Opening :- Office Executive Engineer Buildings Division S.B.A. at Khoja Garden Nawabshah 2.00 Pm.
- (k) Time for completion from written order of commence :- 12 Months.
- (l) Liquidity Damages :- (0.05 of Estimated cost of Bid cost per day of delay, but total not exceeding 10%).
- (m) Deposit Receipt No. Date Amount
(In words & figures).
- (n) Tender Issued to / Name of Contractor / Agency _____

DR. No. _____ Rs. 2000/- Dated : - _____

Call Deposit No. _____ dated _____

of the _____ amounting to Rs: _____.

Rates.

(CONTRACTOR)

**EXECUTIVE ENGINEER
BUILDINGS DIVISION
SHAHEED BENAZIR ABAD.**

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

Bid Reference No. Const:of C/Wall for Graveyards (05 Nos) in District Shaheed Benazir Abad.
At Village Dhani Bux Chandio at Pir Zakri Deh 19 Jalalani U/C Pir Zakri
Taluka Sakrand.

To,

The Executive Engineer,
Buildings Division,
Shaheed Benazir Abad.

Gentlemen.

1. Having examined the Bidding Documents including Instruction of 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 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 thereto 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 _____, Rs. _____ drawn in your favour of 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 **12 Months** from the date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
6. Unless and until a formal Agreement is prepared and executed, this Bid, together with your written acceptance thereof, shall constitute a binding contract between us.
7. We undertake, if our Bid is accepted, to execute the Performance Security referred to in Conditions of Contract for the due performance of the Contract.
8. We understand that you are not bound to accept the lowest or any bid you may receive.
9. We do hereby declare that the Bid is made without any collusion, comparison of figures or arrangement with any other person or persons making a bid for the works.

Dated this _____ day of _____ 2015

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

Signature _____

(Name of Bidder).

Address _____

Witness :

Signature _____

Name _____

Address _____

Instructions to Bidders / Procuring Agencies.

General Rules and Directions for the Guidance of Contractors.

This section of the bidding documents should provide the information necessary for bidders of 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 of payments under the contract, or matters affecting the risks, rights, and obligations of the parties under the contract are included as conditions of contract and Contract Data.

The instructions to bidders will not be part of the contract and will cease to have effect once the contract is signed.

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

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

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

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

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

5. **Conditional Officer:** 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 Schedule 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 and codal requirements of eligibility criteria given in the tender notice such as registration with tax authorities, registration with PEC (where applicable), turnover statement, experience statement, and any other condition mentioned in the NIT and bidding document. If the bidder does not fulfill any of these conditions, it shall not be evaluated further.

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

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

(A) **In case of schedule rates**, the amount of percentage quoted above or below will be checked and added or subtracted from amount of bill of quantities to arrive the final bid cost.

(B) **In case of item rates**, If there is a discrepancy between the unit rate and the total cost that is obtained by multiplying the unit rate and quantity, the unit rate shall prevail and the total cost will be corrected unless in the opinion in the unit rate, in which case the total cost as quoted will govern and the unit rate corrected. If there is a discrepancy between the total bid amount and the sum of total costs, the sum of the total costs shall prevail and the total bit amount shall be corrected.

(C) Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.

Conditions of Contract.

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

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

Clause – 2: Liquidated Damages. The contractor shall pay liquidated damages to the Agency at the rate per day stated in the bidding data for each day that the completion date is later than the Intended completion date; the amount of liquidated damage paid by the contractor to the Agency shall not exceed 10% of the contract price. Agency may be 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 exits
- i) Contractor causes a breach of any clause of the Contract;
 - ii) The progress of any particular portion of the work is unsatisfactory and notice of 10 days has expired;
 - iii) In the case of abandonment of the work owing to the serious illness or death of the contractor or any other cause.
 - iv) Contractor can also request for termination of contract if a payment certified by the Engineer is not paid to the contractor within 60 days of the date of the submission of the bill;
- (B) The Executive Engineer / Procuring Agency has power to adopt any of the following courses as may deem fit:-
- i) To forfeit the security deposit available except conditions mentioned at A(iii) and (iv) above;
 - ii) To finalize the work by measuring the work done by the contractor.
- (C) In the event of any of the above courses being adopted by the Executive Engineer / Procuring Agency, the contractor shall have:-
- i) No claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials, or entered into any engagements, or made any advances on account of, or with a view to the execution of the work or the performance of the contract,
 - 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 10 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 alternations or curtailment of the work.
- (C) In case the nature of the work in the variation does not correspond with items in the Bill of Quantities, the quotation by the contractor is to be in the form of new rates for the relevant items of work, and if the Engineer – In - Charge is satisfied that the rate quoted is within the rate worked out by him on detailed rate analysis, and then only he shall allow him that rate after approval from higher authority.
- (D) The time for the completion of the work shall be extended in the proportion that the additional work bear to the original contract work.
- (E) In case of quantities of work executed result the Initial Contract Price to be exceeded by more than 15%, and then Engineer can adjust the rates for those quantities causing excess the cost of contract beyond 15% after approval of Superintending Engineer.
- (F) **Repeat Order:** Any cumulative variation, beyond the 15% of initial contract amount, shall be subject of another contract to be tendered out if the works are separable from the original contract.

Clause – 10 Quality Control.

- (A) **Identifying Defects:** If at any time before the security deposit is refunded to the contractor / during defect liability period mentioned in bid data, the Engineer – In - Charge or his subordinate-in-charge of the work may instruct the contractor to uncover and test any part of the works which he considers may have a defect due to use of unsound materials or unskillful workmanship and the contractor has to carry out a test at his own cost irrespective of work already approved of 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 5 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 un-necessary 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 supporting 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 i/c protection of the environment on and off the site. Compensation of all damage done intentionally or unintentionally on or off the site by the contractor's labour shall be paid by him.

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

Clause – 16: Disputes. All disputes arising in connection with the present contract, and which cannot be amicably settled between the parties, the decision of the Superintending Engineer of the circle / officer / one grade higher to awarding authority shall be final, conclusive and binding on all parties to the contract upon all questions relating to the meaning of the specifications, designs drawings and instructions herein before 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 i/c 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.**

- iii) 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;
- iv) 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 un-utilized).

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 other-wise 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 of which the work is completed.

**DIVISIONAL ACCOUNTS OFFICER
BUILDINGS DIVISION
SHAHEED BENAZIR ABAD**

(CONTRACTOR)

**EXECUTIVE ENGINEER
BUILDINGS DIVISION
SHAHEED BENAZIR ABAD**

BILL OF QUANTITIES.

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

| Item No. | Quantities | Description of item to be executed at site. | Rate. | Unit. | Amount (In Rupees) |
|-----------------|-------------------|--|--------------|--------------|-------------------------------|
| 1 | 2 | 3 | 4 | 5 | 6 |
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Amount Total (a) _____ **% above / below on the rates of CSR.**
Amount to be added / deducted on the basis of premium quoted _____ **Total (b).**

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

(CONTRACTOR)

EXECUTIVE ENGINEER
 BUILDINGS DIVISION
SHAHEED BENAZIR ABAD.

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

Name of work :- Const:of C/Wall for Graveyards (05 Nos) in District Shaheed Benazir Abad.
At Village Dhani Bux Chandio at Pir Zakri Deh 19 Jalalani U/C Pir Zakri
Taluka Sakrand.

| Item No. | Description | Quantity | Unit Rate (In Rs.) | Total amount (In Rs.) |
|---|---|---|--------------------|-----------------------|
| | I. (Civil Work) | | | |
| 1 | | | | |
| 2 | | | | |
| 3 | | | | |
| | II. (Internal Sanitary & Water Supply) | | | |
| 1 | | | | |
| 2 | | | | |
| 3 | | | | |
| | III. (Electrification) | | | |
| 1 | | | | |
| 2 | | | | |
| 3 | | | | |
| | IV. (External Development) | | | |
| 1 | | | | |
| 2 | | | | |
| 3 | | | | |
| | V. (Miscellaneous Items) | | | |
| 1 | | | | |
| 2 | | | | |
| 3 | | | | |
| Total (to be carried to summary of bid price) | | | | |
| Add / Deduct the percentage quoted above / below on the prices of items based on composite schedule rates; | | | | |
| (CONTRACTOR) | | EXECUTIVE ENGINEER BUILDINGS DIVISION <u>SHAHEED BENAZIR ABAD.</u> | | |

PREAMBLE TO SCHEDULE OF PRICES.

1. General

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

2. Description.

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

3. Units & Abbreviations.

- 3.1 Units of measurement, symbols and abbreviations expressed in the Bidding Documents shall comply with the System Internationals,

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

4. Rates and Prices.

- 4.1 Except as otherwise expressly provided under the Conditions of Contract, the rates and amounts entered in the Schedule of prices shall be the rates as which the Contractor shall be paid and shall be the full inclusive value of the works set forth or implied in the Contract: except for the amounts reimbursable, if any to the Contractor under the contract.
- 4.2 Unless other-wise stipulated in the Contract Data, the premium, rates and prices entered by the bidder shall not be subject to adjustment during the performance of the Contract.
- 4.3 All duties, taxes and other levies payable by the Contractor shall be included in the rates and prices.
- 4.4 The whole cost of complying with the provisions of the Contract shall be included in the items provided in the Schedule of Prices and where no items are provide, the cost shall be deemed to be distributed among the rates and prices entered for the related items of the Works and no separate payment will be made for those items.

Continued.

- : (2) : -

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

Note : (Procuring Agency may modify as appropriate).

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

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

5. Bid prices.

5.1 Break-up of Bid Prices.

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

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

5.2 Total Bid Price

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

6. Provisional Sums and Day work.

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

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

(CONTRACTOR)

**EXECUTIVE ENGINEER
BUILDINGS DIVISION
SHAHEED BENAZIR ABAD.**

SCHEDULE – “A”.

SPECIAL CONDITION OF THE CONTRACT.

- 1) No premium is to be allowed on Non-Schedule item.
- 2) No separate payment is to be made for cartage of material. The premium above / below of the schedule of Rate quoted by the contractor, shall cover the cost of cartage to be done by the contractor.
- 3) All material required for construction of the Buildings be produced & brought at site by the contractor at his own risk.
- 4) No extra items are to be executed without getting written orders from the competent authority.
- 5) The discrepancies in the item given the schedule ‘B’ are same as given to the New Schedule of Rates. Any omission / deviation deducted at subsequent shall be corrected according to the descriptions of the items given in the New Schedule of Rates.
- 6) Income Tax at 6½% will be recovered from the contractor of value of work done from all the payments on contract of the work.
- 7) The contractor will have to make his own or arrangement for water etc, and nothing will be paid for this.
- 8) R.C.C. designs & foundation designs will be arranged by the contractor through approved architect & designers. The contractor will be responsible for any failure due to faculty designs of foundation & R.C.C. Work.
- 9) If it is requested by the Department to use sulphate cement the contractor will be so any he will be paid only the difference in cost of ordinary cement & sulphate resisting cement (Factory Rate) contractor without any further claim & without premium.
- 10) Steel will be conformed to the British standard specification & shall be free for many kind of rest.
- 11) All reinforced concrete work shall be mechanically vibrated so as to have on premium compressive strength of 3000 lbs. Per Sq. Inch (Three Thousand Pounds Per Inch).
- 12) Sweet & place able water required for the construction will have to be arranged by the contractor at his own risk.
- 13) Bajri of approved quality & grade will be used for all works & no cartage from any items of work what so ever will be paid to the contractor.
- 14) The contractor will use hill sand of approved quarry for all works. No pit sand should be used.

(CONTRACTOR)

**EXECUTIVE ENGINEER
BUILDINGS DIVISION
SHAHEED BENAZIR ABAD.**

Name of work :- **Const:of C/Wall for Graveyards (05 Nos) in District Shaheed Benazir Abad.**
At Village Dhani Bux Chandio at Pir Zakri Deh 19 Jalalani U/C Pir Zakri
Taluka Sakrand.

SCHEDULE – B.

| Qty. | Items. | Rate. | Unit. | Amount. |
|-----------|---|---------------|-----------------|---------------------|
| 2336 Cft. | 1/- Excavation in foundation of building bridges & other structure i/c deg-belling refilling around the structure with excavated earth watering ramming lead upto one chain & lift upto 5'. In ordinary soil. | @ Rs.3176/25 | %0.Cft. | Rs.7419/- |
| 721 Cft. | 2/- Cement concrete brick or stone ballast 1½" to 2" gauge ratio 1:5:10. | @ Rs.8694/95 | %Cft. | Rs.62690/- |
| 670 Cft. | 3/- R.C.C. work i/c all labour and material except the cost of steel reinforcement its labour for bending and binding which will be paid separately this rate also includes all kinds of forms molds lifting shuttering curing rendering and finishing the expose surface i/c screening and washing of shingle RCC work in roof slab beams columns rafts lintels and other structure members laid is situ precuts laid in position complete in all respect. | @ Rs.337/- | %Cft. | Rs.225790/- |
| 30.15 Cwt | 4/- Fabrication of mild steel reinforcement including cutting bending laying making joints fastening i/c the cost of binding wire also removal of rust from walls. | @ Rs.5001/70 | P.Cwt | Rs.150801/- |
| 1110 Cft. | 5/- Pacca brick work in foundation and cement sand mortar in 1:6 ratio. | @ Rs.11948/36 | %Cft. | Rs.132626/- |
| 2220 Cft. | 6/- Pacca brick work in other than building i/c sticking of joints upto 20' height in cement sand ratio 1:6. | @ Rs.12346/65 | %Cft. | Rs.274095/- |
| 8340 Sft | 7/- Cement plaster ½" thick upto 20' height ratio 1:6. | @ Rs.2206/60 | %Sft. | Rs.184030/- |
| 8340 Sft | 8/- Cement plaster 3/8" thick upto 20' height ratio 1:4. | @ Rs.2197/62 | %Sft. | Rs.183282/- |
| 60 Sft | 9/- Making & fixing steel grated doors complete with locking arrangement angle iron frame 2"x2"3/8" and ¾" Sq:bars 4" C/Centre. | @ Rs.726/72 | P.Sft. | Rs.43603/- |
| 102 Sft | 10/- Providing and laying HALA or pattern tiles glazed 6" x ¼" on floor or wall facing in required colour and pattern of STILE specification jointed in white cement and pigment over a base of 1:2 grey cement mortar ¾" thick i/c washing and filling of joints with slurry of white cement and pigment in desired shape with finishing, cleaning and cost of wax polish etc. complete i/c cutting tiles to proper profile. | @ Rs.47651/56 | P%Sft. | Rs.48604/- |
| 8340 Sft | 11/- Colour Washing of two coats white wash surface. | @ Rs.859/90 | %Sft. | Rs.71716/- |
| 120 Sft | 12/- Preparing surface painting guard bars gates iron bars grating railings (i/c std: braces etc and similar open work. | @ Rs.977/40 | %Sft | Rs.1172/- |
| | <u>Non-Scheduled Item.</u> | | | |
| 24 Sft | 13/- S/F of Calligraphy tile of approved size in required colour & design tiles specification jointed in white cement and pigment over a base of 1:2 gray cement mortar ¾" thick and washing and filling of joints with slurry white cement and pigment in desired shape with finishing cleaning and coat of wax polish etc complete i/c cutting finishing to proper profile i/c carriage upto site of work. | @ Rs.722/53 | P.Sft | Rs.17340/- |
| | | | Total :- | Rs.1403168/- |

(CONTRACTOR)

EXECUTIVE ENGINEER
BUILDINGS DIVISION
SHAHEED BENAZIR ABAD

SPPRA BIDDING DOCUMENT

**SINDH PUBLIC PROCUREMENT REGULATORY AUTHORITY
(SPPRA)**

STANDARD FORM OF BIDDING DOCUMENT

FOR

PROCUREMENT OF WORKS.

(For contracts (small) amounting between Rs.2.5 to Rs. 50 Million)

No.1(iv).

**EXECUTIVE ENGINEER BUILDINGS DIVISION
SHAHEED BENAZIR ABAD**

BIDDING DATA

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

- (a) Name of Procuring Agency. Executive Engineer Buildings Division Shaheed Benazir Abad.
- (b) Brief Description of Works. Const:of C/Wall for Graveyards (05 Nos) in District Shaheed Benazir Abad.
At Village Pati Deh 23 Satpuri U/C Daleldero Taluka Sakrand.
- (c) Procuring Agency's address Executive Engineer Buildings Division at Khoja Garden Nawabshah District Shaheed Benazir Abad.
- (d) Estimated Cost. Rs.6.050 Million
- (e) Amount of Bid Security 2% Rs.121000/-
(Fill in lump sum amount or in %age of bid amount / estimated cost, but not exceeding 5%)
- (f) Period of Bid Validity (60 days). (Not more than sixty days).
- (g) Security Deposit (I/c: Bid Security). 10% Rs.605000/-
(In %age of bid amount / estimated cost equal to 10%).
- (h) Percentage, if any, to be deducted from bills. 8% Rs.484000/-
- (i) Deadline for submission of Bids alongwith time:- upto 12.00 Pm
- (J) Venue, Time and Date of Bid Opening :- Office Executive Engineer Buildings Division S.B.A. at Khoja Garden Nawabshah 2.00 Pm.
- (k) Time for completion from written order of commence :- 12 Months.
- (l) Liquidity Damages :- (0.05 of Estimated cost of Bid cost per day of delay, but total not exceeding 10%).
- (m) Name of Contractor / Agency _____
- (n) Deposit Receipt No. Date Amount
(In words & figures).

DR. No. _____ Rs. 3000/- Dated : - _____

Call Deposit No. _____ dated _____

of the _____ amounting to Rs : - _____.

Rates.

(CONTRACTOR)

**EXECUTIVE ENGINEER
BUILDINGS DIVISION
SHAHEED BENAIZIR ABAD.**

BIDDING DATA

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

Instructions to Bidders, Clause Reference.

- 1.38 **Name of Procuring Agency.** Executive Engineer Buildings Division Shaheed Benazir Abad.
(Insert name of the Procuring Agency).
- Brief Description of Works.** Const:of C/Wall for Graveyards (05 Nos) in District Shaheed Benazir Abad.
At Village Pati Deh 23 Satpuri U/C Daleldero Taluka Sakrand.
- 5.1 (a) **Procuring Agency's address** Buildings Division Shaheed Benazir Abad at Khoja Garden Nawabshah.
(Insert address of the Procuring Agency with Telex / Fax)
- (b) **Engineer's address:** Executive Engineer Buildings Division Shaheed Benazir Abad.
(Insert address of the Procuring Agency with Telex / Fax) Phone No.02449370153
- 10.3 **Bid shall be quoted entirely in Pak Rupees.** The payment shall be made in Pak Rupees.
- 11.2 The Bidder has the financial, technical and constructional capability necessary to perform. The Contract as follows: (Insert required capabilities and documents).
- i) Financial Capacity: (must have turnover of Rs. --- Million).
- ii) Technical Capacity: (mention the appropriate category of registration with PEC & qualification & experience of the staff);
- iii) Construction Capacity: (mention the names and number of equipments required for the work);
- 12.1 (a) A detailed description of the works, essential technical and performance Characteristics.
- (b) Complete set of technical information, Description data, literature and drawings as required in accordance with Schedule-B to Bid, Specific Works Data. This 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.** Rs.121000/-
(Fill in lump sum amount or in %age of bit amount / estimated cost, but not below 1% and not exceeding 5%)
- 14.1 **Period of Bid Validity.** 12 Months.
(Fill in number of days not exceeding 90)
- 14.4 **No. of Copies of the Bid to be submitted.** One Original Plus 13 Copies.
- 14.6 **Procuring Agency's Address for the Purpose of Bid Submission.** Buildings Division Shaheed Benazir Abad at Khoja Garden Nawabshah.
(Insert postal address of location of bid box for delivery by hand).
- 15.1 **Deadline for submission of Bids.** Time 12:00 Pm.
- 16.1 **Venue, Time and Date of Bid Opening.** at Khoja Garden Nawabshah.
Time 2:00 Pm.
- 16.4 **Responsiveness of Bids:** (i) Bid is valid till required period. (ii) Bid prices are firm during currency of contract / price adjustment, (iii) Completion period offered is within specified limits; (iv) Bidder is eligible to Bid and possesses the requisite experience, capability and qualification. (v) Bid does not deviate from basic technical requirements and (vi) Bids are generally in order, etc. "Procuring agency can adopt either of two options" (Select either of them).
- (a) **Fixed Price contract:** In these contracts no escalation will be provided during currency of the contract and normally period of completion of these works is upto 12 Months.
- (b) **Price adjustment contract:** In these contracts no escalation will be paid only on those items and in the manner as notified by Finance Department, Govt.of Sindh, after bid opening during currency of the contract.

(CONTRACTOR)

**EXECUTIVE ENGINEER
BUILDINGS DIVISION
SHAHEED BENAZIR ABAD.**

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

Bid Reference No. Const:of C/Wall for Graveyards (05 Nos) in District Shaheed Benazir Abad.
At Village Pati Deh 23 Satpuri U/C Daleldero Taluka Sakrand.

To,

The Executive Engineer,
Buildings Division,
Shaheed Benazir Abad.

Gentlemen.

1. Having examined the Bidding Documents including Instruction of 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 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 thereto 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 _____, Rs. _____ drawn in your favour of 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 **12 Months** from the date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
6. Unless and until a formal Agreement is prepared and executed, this Bid, together with your written acceptance thereof, shall constitute a binding contract between us.
7. We undertake, if our Bid is accepted, to execute the Performance Security referred to in Conditions of Contract for the due performance of the Contract.
8. We understand that you are not bound to accept the lowest or any bid you may receive.
9. We do hereby declare that the Bid is made without any collusion, comparison of figures or arrangement with any other person or persons making a bid for the works.

Dated this _____ day of _____ 2015

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

(Name of Bidder).

Address _____

Witness :

Signature _____

Name _____

Address _____

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Instructions to Bidders / Procuring Agencies.

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

A. GENERAL.

IB.1 Scope of Bid & Source of Funds.

1.1 Scope of Bid

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

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

1.2 Source of Funds.

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

IB.2 Eligible Bidders

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

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

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

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

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

- c) If prequalification has not undertaken, the procuring agency may ask information and documents not limited to following :-
 - (i) Company Profile;
 - (ii) Works of similar nature and size for each performed in last 3/5 years;
 - (iii) Construction equipments;
 - (iv) Qualification and experience of technical personnel and key site management;
 - (v) Financial statement of last 3 years;
 - (vi) Information regarding litigations and abandoned works if any.

IB.3 Cost of Bidding.

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

B. BIDDING DOCUMENTS.

IB.4 Contents of Bidding Documents.

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

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

5. Specifications

6. Specifications

IB.5 Clarification of Bidding Documents.

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

5.2 An interested bidder, who has obtained bidding documents, may request for clarification of contents of bidding documents in writing and procuring agency shall respond to such queries in writing within three calendar days, provided they are received at least five calendar days prior to the date of opening of bid (SPP Rule 23-1).

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

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 communicate^{3d} 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 BID

IB.7 Language of Bid.

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

IB.8 Documents Comprising the Bid.

8.1 The Bid submitted by the bidder shall comprise the following:

- (a) Offer / Covering Letter
- (b) Form of Bid duly filled, signed and sealed, in accordance with IB.14.3.
- (c) Schedule (A to F) to Bid duly filled and initialed, in accordance with the instructions contained therein & in accordance with IB.14.3.
- (d) Bid Security furnished in accordance with IB.13.
- (e) Power of Attorney in accordance with IB 14.5.
- (f) Documentary evidence in accordance with IB.2(c) & IB.11
- (g) Documentary evidence in accordance with IB.12.

IB.9 Sufficiency of Bid.

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

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

IB.10 Bid Prices, Currency of Bid & Payment.

10.1 The Bidder shall fill up the Schedule of Prices (Schedule A to Bid) indicating the percentage above or below the Composite Schedule of Rates / Unit rates and prices of the Works to be performed under the Contract, Prices in the Schedule of Prices / Bill of Quantities shall be quoted entirely in Pak Rupees keeping in view the instructions contained in the Preamble to Schedule of Prices.

10.2 Unless otherwise stipulated in the Conditions of Contract, prices quoted by the bidder shall remain fixed during the bidder's performance of the Contract and not subject to variation on any account.

10.3 The unit rates & prices in the Schedule of Prices or percentage above or below on the composite schedule of rates shall be quoted by the bidder in the currency as stipulated in Bidding Data.

10.4 Items for which no rate or price is entered by the Bidder will not be paid for by the Procuring Agency when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities.

- IB.11 Documents Establishing Bidder’s Eligibility and qualification.**
- 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 Work’s conformity to the Bidding Documents may be in the form of literature, drawings and data and the bidder shall furnish documentation as set out in Bidding Data.
- 12.2** The bidder shall note that standards for workmanship, material and equipment, and references to brand names or catalogue numbers, if any, designated by the Procuring Agency in the Technical Provisions are intended to be descriptive only and not restrictive.
- IB.13 Bidding Security.**
- 13.1** Each bidder shall furnish, as part of hid bid, at the option of the bidder, a Bid Security as percentage of bid price / estimated cost or in the amount stipulated in Bidding Data in Pak, Rupees in the form of **Deposit at Call / Payee’s or a Bank Guarantee** issued by a Scheduled Bank in Pakistan in favour of the Procuring Agency valid for a period upto twenty eight (28) days beyond the bid validity date (**Bid Security should not be below 1% and not exceeding 5% of bid price / estimated cost SPP Rule 37**).
- 13.2** Any bid not accompanied by an acceptable Bid Security shall be rejected by the Procuring Agency as Non-responsive.
- 13.3** The bid securities of unsuccessful bidders will be returned upon award of contract to the successful bidder or on the expiry of validity of Bid Security whichever is earlier.
- 13.4** The Bid Security of the successful bidder will be returned when the bidder has furnished the required Performance Security, and signed the Contract Agreement (SPP Rule 37).
- 13.5** The Bid Security may be forfeited:
- (a) If a bidder withdraws hid bid during the period of bid validity; or
 - (b) If a bidder does not accept the correction of hid 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 additional period but not exceeding 1/3 of the original period. The request and the bidder’s responses shall be made in writing or by cable. A Bidder may refuse the request without forfeiting the Bid Security. A Bidder agreeing to the request will not be required or permitted to otherwise modify the Bid, but will be required to extend the validity of Bid Security for the period of the extension, and in compliance with IB.13 in all respects (SPP Rule 38).
- 14.3** All Schedules to Bid are to be properly completed and signed.
- 14.4** No alteration is to be made in the Form of Bid except in filling up the blanks as directed. If any alteration be made or if these instructions be not fully complied with, the bid may be rejected.
- 14.5** Each bidder shall prepare Original and number of copies specified in the Bidding Data of the documents comprising the bid as described in IB.8 and clearly mark them “ORIGINAL” and “COPY” as appropriate. In the event of discrepancy between them, the original shall prevail.
- 14.6** The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign (in the case of copies, Photostats are also acceptable). This shall be indicated by submitting a written Power of Attorney authorizing the signatory of the bidder to act for and on behalf of the bidder. All pages of the bid shall be initialed and official seal be affixed by the person or persons signing the bid.
- 14.7** The Bid shall be delivered in person or sent by registered mail at the address to Procuring Agency as given in Bidding Data.

D. SUBMISSION OF BID

- IB.15 Deadline for submission, modification & withdrawal of bids.**
- 15.1** Bids must be received by the Procuring Agency at the address / provided in Bidding Data not later than the time and date stipulated therein.

- 15.2** The inner and outer envelopes shall.
- (a) Be address 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 Email shall not be considered.
- 15.4** Any bid received by the Procuring Agency after the deadline for submission prescribed in Bidding Date will be returned unopened to such bidder.
- 15.5** Any bidder may modify or withdraw his bid after bid submission provided that the modification or written notice of withdrawal is received by the Procuring Agency prior to the deadline for submission of bids.
- 15.6** Withdrawal of a bid during the interval between the deadline for submission of bids and the expiration of the period of bid validity specified in the Form of Bid may result in forfeiture of the Bid Security pursuant to IB. 13.5(a).

E. BID OPENING AND EVALUATION

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

- 16.1** The Procuring Agency will open the bids, in the presence of bidder's representatives who choose to attend, at the time, date and in the place specified in the Bidding Data.
- 16.2** The bidder's name, Bid Prices, any discount, the presence or absence of Bid Security, and such other details as the Procuring Agency at its discretion may consider appropriate, will be announced by the Procuring Agency at the bid opening. Representatives of the bidders who choose to attend shall sign the attendance sheet.
- Any Bid Price or discount which is not read out and recorded at bid opening will not be taken into account in the evaluation of bid.
- 16.3** To assist in the examination, evaluation and comparison of Bids the Engineer / Procuring Agency may, at its discretion, ask the bidder for a clarification of its Bid. The request for clarification and the response shall be in writing and no change in the price or substance of the Bid shall be sought, offered or permitted (SPP Rule 43).
- 16.4**
- a) Prior to the detailed evaluation, pursuant to IB.16.7 to 16.9, the Engineer / Procuring Agency will determine the substantial responsiveness of each bid to the Bidding Documents. For purpose of these instructions, a substantially responsive bid is one which conforms to all the terms and conditions of the Bidding Documents without material deviations. It will include determining the requirements listed in Bidding Data.
 - b) Arithmetical errors will be rectified on the following basis:

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

If the bidder does not accept the corrected amount of Bid, his Bid will be rejected and his Bid Security forfeited.
- 16.5** A Bid determined as substantially non-responsive will be rejected and will not subsequently be made responsive by the bidder by correction of the non-conformity.
- 16.6** Any minor informality or non-conformity or irregularity in a Bid which does not constitute a material deviation (**major deviation**) may be waived by Procuring Agency, provided such waiver does not prejudice or affect the relative ranking of any other bidders.

(A). Major (Material) Deviations Include:-

- 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 present 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 Works 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 indicted below to determine the Evaluated Bid Price:

- i) Making any correction for arithmetic errors pursuant to IB.16.4 hereof.
- ii) Discount, if any, offered by the bidders as also read out and recorded at the time of bid opening.
- iii) Excluding **provisional sums** and the provisions for **contingencies** in the Bill of quantities **if any**, but including **Day work**, where priced competitively.

IB.17 Process to be confidential.

- 17.1** Subject to IB.16.3 heretofore, no bidder shall contact Engineer / Procuring Agency on any matter relating to its Bid form 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 Redresser Committee as per terms and conditions mentioned in SP 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(a);

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

(ii) **Collusive Practice”** means any arrangement between two or more parties to the procurement process or contract execution, designed to achieve with or without the knowledge of the procuring agency to establish prices at artificial, noncompetitive levels for any wrongful gain;

(iii) **“Corrupt Practice”** means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the facts of another party for wrongful gain;

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

(v) **“Obstructive Practice”** means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract or deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements before investigations 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 state 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 bidder's qualifications submitted under B.11, as well as such other information required in the Bidding Documents.

IB.19 Award Criteria & Procuring Agency's Right.

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

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

IB.20 Notification of Award & Signing of Contract Agreement.

20.1 Prior to expiration of the period of bid validity prescribed by the Procuring Agency, the Procuring Agency will notify the successful bidder in writing ("Letter of Acceptance") that his bid has been accepted (SPP Rule 49).

20.2 Within seven (07) days from the date of furnishing of acceptable Performance Security under the Conditions of Contract, the Procuring Agency will send the successful bidder the Form of Contract Agreement provided in the Bidding Documents, incorporating all agreements between the parties.

20.3 The format Agreement between the Procuring Agency and the successful bidder duly stamped at rate of ----% of bid price (updated from time to time) stated in Letter of Acceptance shall be executed within seven (07) days of the receipt of Form of Contract Agreement by the successful bidder from the Procuring Agency.

IB.21 Performance Security.

21.1 The successful bidder shall furnish to the Procuring Agency a Performance Security in the form and the amount stipulated in the Conditions of Contract within a period of fourteen (14) days after the receipt of Letter of Acceptance (SPP Rule 39).

21.2 Failure of the successful bidder to comply with the requirements of Sub-Clauses IB.20.2, 21.3 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 Failure of the successful bidder to comply with the requirements of Sub-Clauses IB.20.2, 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 of 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).

FORM OF BID AND SCHEDULES TO BID

SCHEDULE 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 Programme of Works.
- Schedule E to Bid: Method of Performing Works
- Schedule F to Bid: Integrity Pact.

SCHEDULE – A TO BID

SCHEDULE OF PRICES.

| <u>Sr.No.</u> | | <u>Page No.</u> |
|---------------|---|-----------------|
| 1 | Preamble of Schedule of Prices..... | 24 |
| 2 | Schedule of Prices..... | 26 |
| | (a) Summary of Bid Prices | |
| | (b) Detailed Schedule of Prices / Bill of Quantities (BOQ). | |

[To be prepared by the Engineer / Procuring Agency]

PREAMBLE TO SCHEDULE OF PRICES.

1. General

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

2. Description.

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

3. Units & Abbreviations.

- 3.1 Units of measurement, symbols and abbreviations expressed in the Bidding Documents shall comply with the System Internationals,

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

4. Rates and Prices.

- 4.1 Except as otherwise expressly provided under the Conditions of Contract, the rates and amounts entered in the Schedule of prices shall be the rates as which the Contractor shall be paid and shall be the full inclusive value of the works set forth or implied in the Contract: except for the amounts reimbursable, if any to the Contractor under the contract.
- 4.2 Unless other-wise stipulated in the Contract Data, the premium, rates and prices entered by the bidder shall not be subject to adjustment during the performance of the Contract.
- 4.3 All duties, taxes and other levies payable by the Contractor shall be included in the rates and prices.
- 4.4 The whole cost of complying with the provisions of the Contract shall be included in the items provided in the Schedule of Prices and where no items are provide, the cost shall be deemed to be distributed among the rates and prices entered for the related items of the Works and no separate payment will be made for those items.

Continued.

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

Note : (Procuring Agency may modify as appropriate).

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

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

5. **Bid prices.**

5.1 Break-up of Bid Prices.

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

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

5.2 Total Bid Price

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

6. **Provisional Sums and Day work.**

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

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

(CONTRACTOR)

**EXECUTIVE ENGINEER
BUILDINGS DIVISION
SHAHEED BENAZIR ABAD.**

SCHEDULE OF PRICES

Name of work :- Const:of C/Wall for Graveyards (05 Nos) in District Shaheed Benazir Abad.
At Village Pati Deh 23 Satpuri U/C Daleldero Taluka Sakrand.

| Item No. | Description | Quantity | Unit Rate (In Rs.) | Total amount (In Rs.) |
|---|---|---|--------------------|-----------------------|
| | I. (Civil Work) | | | |
| 1 | | | | |
| 2 | | | | |
| 3 | | | | |
| | II. (Internal Sanitary & Water Supply) | | | |
| 1 | | | | |
| 2 | | | | |
| 3 | | | | |
| | III. (Electrification) | | | |
| 1 | | | | |
| 2 | | | | |
| 3 | | | | |
| | IV. (External Development) | | | |
| 1 | | | | |
| 2 | | | | |
| 3 | | | | |
| | V. (Miscellaneous Items) | | | |
| 1 | | | | |
| 2 | | | | |
| 3 | | | | |
| Total (to be carried to summary of bid price) | | | | |
| Add / Deduct the percentage quoted above / below on the prices of items based on composite schedule rates; | | | | |
| (CONTRACTOR) | | EXECUTIVE ENGINEER BUILDINGS DIVISION <u>SHAHEED BENAZIR ABAD.</u> | | |

Conditions of Contract.

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

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

Clause – 2: Liquidated Damages. The contractor shall pay liquidated damages to the Agency at the rate per day stated in the bidding data for each day that the completion date is later than the Intended completion date; the amount of liquidated damage paid by the contractor to the Agency shall not exceed 10% of the contract price. Agency may be 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 exits
- i) Contractor causes a breach of any clause of the Contract;
 - ii) The progress of any particular portion of the work is unsatisfactory and notice of 10 days has expired;
 - iii) In the case of abandonment of the work owing to the serious illness or death of the contractor or any other cause.
 - iv) Contractor can also request for termination of contract if a payment certified by the Engineer is not paid to the contractor within 60 days of the date of the submission of the bill;
- (B) The Executive Engineer / Procuring Agency has power to adopt any of the following courses as may deem fit:-
- i) To forfeit the security deposit available except conditions mentioned at A(iii) and (iv) above;
 - ii) To finalize the work by measuring the work done by the contractor.
- (C) In the event of any of the above courses being adopted by the Executive Engineer / Procuring Agency, the contractor shall have:-
- i) No claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials, or entered into any engagements, or made any advances on account of, or with a view to the execution of the work or the performance of the contract,
 - 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 10 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 alternations or curtailment of the work.
- (C) In case the nature of the work in the variation does not correspond with items in the Bill of Quantities, the quotation by the contractor is to be in the form of new rates for the relevant items of work, and if the Engineer – In - Charge is satisfied that the rate quoted is within the rate worked out by him on detailed rate analysis, and then only he shall allow him that rate after approval from higher authority.
- (D) The time for the completion of the work shall be extended in the proportion that the additional work bear to the original contract work.
- (E) In case of quantities of work executed result the Initial Contract Price to be exceeded by more than 15%, and then Engineer can adjust the rates for those quantities causing excess the cost of contract beyond 15% after approval of Superintending Engineer.
- (F) **Repeat Order:** Any cumulative variation, beyond the 15% of initial contract amount, shall be subject of another contract to be tendered out if the works are separable from the original contract.

Clause – 10 Quality Control.

- (A) **Identifying Defects:** If at any time before the security deposit is refunded to the contractor / during defect liability period mentioned in bid data, the Engineer – In - Charge or his subordinate-in-charge of the work may instruct the contractor to uncover and test any part of the works which he considers may have a defect due to use of unsound materials or unskillful workmanship and the contractor has to carry out a test at his own cost irrespective of work already approved of 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 5 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 un-necessary 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 supporting 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 i/c protection of the environment on and off the site. Compensation of all damage done intentionally or unintentionally on or off the site by the contractor’s labour shall be paid by him.

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

Clause – 16: Disputes. All disputes arising in connection with the present contract, and which cannot be amicably settled between the parties, the decision of the Superintending Engineer of the circle / officer / one grade higher to awarding authority shall be final, conclusive and binding on all parties to the contract upon all questions relating to the meaning of the specifications, designs drawings and instructions herein before 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 i/c 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.**

- iii) 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;
- iv) 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 un-utilized).

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 other-wise 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 of which the work is completed.

**DIVISIONAL ACCOUNTS OFFICER
BUILDINGS DIVISION
SHAHEED BENAZIR ABAD**

(CONTRACTOR)

**EXECUTIVE ENGINEER
BUILDINGS DIVISION
SHAHEED BENAZIR ABAD**

BILL OF QUANTITIES.

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

| Item No. | Quantities | Description of item to be executed at site. | Rate. | Unit. | Amount (In Rupees) |
|----------|------------|---|-------|-------|-----------------------|
| 1 | 2 | 3 | 4 | 5 | 6 |
| | | | | | |
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Amount Total (a)
_____ % above / below on the
rates of CSR.

**Amount to be added / deducted on the basis
of premium quoted**

Total (b).

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

(CONTRACTOR)

**EXECUTIVE ENGINEER
BUILDINGS DIVISION
SHAHEED BENAZIR ABAD.**

SCHEDULE – “A”.

SPECIAL CONDITION OF THE CONTRACT.

- 1) No premium is to be allowed on Non-Schedule item.
- 2) No separate payment is to be made for cartage of material. The premium above / below of the schedule of Rate quoted by the contractor, shall cover the cost of cartage to be done by the contractor.
- 3) All material required for construction of the Buildings be produced & brought at site by the contractor at his own risk.
- 4) No extra items are to be executed without getting written orders from the competent authority.
- 5) The discrepancies in the item given the schedule ‘B’ are same as given to the New Schedule of Rates. Any omission / deviation deducted at subsequent shall be corrected according to the descriptions of the items given in the New Schedule of Rates.
- 6) Income Tax at 6½% will be recovered from the contractor of value of work done from all the payments on contract of the work.
- 7) The contractor will have to make his own or arrangement for water etc, and nothing will be paid for this.
- 8) R.C.C. designs & foundation designs will be arranged by the contractor through approved architect & designers. The contractor will be responsible for any failure due to faculty designs of foundation & R.C.C. Work.
- 9) If it is requested by the Department to use sulphate cement the contractor will be so any he will be paid only the difference in cost of ordinary cement & sulphate resisting cement (Factory Rate) contractor without any further claim & without premium.
- 10) Steel will be conformed to the British standard specification & shall be free for many kind of rest.
- 11) All reinforced concrete work shall be mechanically vibrated so as to have on premium compressive strength of 3000 lbs. Per Sq. Inch (Three Thousand Pounds Per Inch).
- 12) Sweet & place able water required for the construction will have to be arranged by the contractor at his own risk.
- 13) Bajri of approved quality & grade will be used for all works & no cartage from any items of work what so ever will be paid to the contractor.
- 14) The contractor will use hill sand of approved quarry for all works. No pit sand should be used.

(CONTRACTOR)

**EXECUTIVE ENGINEER
BUILDINGS DIVISION
SHAHEED BENAZIR ABAD.**

Name of work :- Const:of C/Wall for Graveyards (05 Nos) in District Shaheed Benazir Abad.
At Village Pati Deh 23 Satpuri U/C Daleldero Taluka Sakrand.

SCHEDULE – B.

| Qty. | Items. | Rate. | Unit. | Amount. |
|-----------------------------------|---|---------------|--------|---------------------|
| 9427 Cft. | 1/- Excavation in foundation of building bridges & other structure i/c deg-belling refilling around the structure with excavated earth watering ramming lead upto one chain & lift upto 5'. In ordinary soil. | @ Rs.3176/25 | %Cft. | Rs.29942/- |
| 2917 Cft. | 2/- Cement concrete brick or stone ballast 1½" to 2" gauge ratio 1:5:10. | @ Rs.8694/95 | %Cft. | Rs.253632/- |
| 3034 Cft. | 3/- R.C.C. work i/c all labour and material except the cost of steel reinforcement its labour for bending and binding which will be paid separately this rate also includes all kinds of forms molds lifting shuttering curing rendering and finishing the expose surface i/c screening and washing of shingle RCC work in roof slab beams columns rafts lintels and other structure members laid is situ precuts laid in position complete in all respect. | @ Rs.337/- | %Cft. | Rs.1022458/- |
| 136.53 Cwt | 4/- Fabrication of mild steel reinforcement including cutting bending laying making joints fastening i/c the cost of binding wire also removal of rust from walls. | @ Rs.5001/70 | P.Cwt | Rs.682882/- |
| 4509 Cft. | 5/- Pacca brick work in foundation and cement sand mortar in 1:6 ratio. | @ Rs.11948/36 | %Cft. | Rs.53875/- |
| 9018 Cft. | 6/- Pacca brick work in other than building i/c sticking of joints upto 20' height in cement sand ratio 1:6. | @ Rs.12346/65 | %Cft. | Rs.1113420/- |
| 36510 Sft | 7/- Cement plaster ½" thick upto 20' height ratio 1:6. | @ Rs.2206/60 | %Sft. | Rs.805629/- |
| 36510 Sft | 8/- Cement plaster 3/8" thick upto 20' height ratio 1:4. | @ Rs.2197/62 | %Sft. | Rs.802351/- |
| 120 Sft | 9/- Making & fixing steel grated doors complete with locking arrangement angle iron frame 2"x2"3/8" and ¾" Sq:bars 4" C/Centre. | @ Rs.726/72 | P.Sft. | Rs.87206/- |
| 204 Sft | 10/- Providing and laying HALA or pattern tiles glazed 6" x ¼" on floor or wall facing in required colour and pattern of STILE specification jointed in white cement and pigment over a base of 1:2 grey cement mortar ¾" thick i/c washing and filling of joints with slurry of white cement and pigment in desired shape with finishing, cleaning and cost of wax polish etc. complete i/c cutting tiles to proper profile. | @ Rs.47651/56 | P%Sft. | Rs.97209/- |
| 36510 Sft | 11/- Colour Washing of two coats white wash surface. | @ Rs.859/90 | %Sft. | Rs.313949/- |
| 240 Sft | 12/- Preparing surface painting guard bars gates iron bars grating railings (i/c std: braces etc and similar open work. | @ Rs.977/40 | %Sft | Rs.2345/- |
| <u>Non-Scheduled Item.</u> | | | | |
| 24 Sft | 13/- S/F of Calligraphy tile of approved size in required colour & design tiles specification jointed in white cement and pigment over a base of 1:2 gray cement mortar ¾" thick and washing and filling or joints with slurry white cement and pigment in desired shape with finishing cleaning and coat of wax polish etc complete i/c cutting finishing to proper profile i/c carriage upto site of work. | @ Rs.722/53 | P.Sft | Rs.17340/- |
| | | | | Total :- |
| | | | | Rs.5767114/- |

(CONTRACTOR)

EXECUTIVE ENGINEER
BUILDINGS DIVISION
SHAHEED BENAZIR ABAD

SPPRA BIDDING DOCUMENT

**SINDH PUBLIC PROCUREMENT REGULATORY AUTHORITY
(SPPRA)**

STANDARD FORM OF BIDDING DOCUMENT

FOR

PROCUREMENT OF WORKS.

(For contracts (small) amounting between Rs.2.5 to Rs. 50 Million)

No.1(v).

**EXECUTIVE ENGINEER BUILDINGS DIVISION
SHAHEED BENAZIR ABAD**

BIDDING DATA

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

- | | | |
|-----|---|--|
| (a) | Name of Procuring Agency. | Executive Engineer Buildings Division Shaheed Benazir Abad. |
| (b) | Brief Description of Works. | <u>Const:of C/Wall for Graveyards (05 Nos) in District Shaheed Benazir Abad.</u> <u>At Village Bagh Fakeer Deh Morvo Lakho U/C Hamal Fakeer Taluka Sakrand.</u> |
| (c) | Procuring Agency's address | Executive Engineer Buildings Division at Khoja Garden Nawabshah District Shaheed Benazir Abad. |
| (d) | Estimated Cost. | Rs.3.200 Million |
| (e) | Amount of Bid Security (Fill in lump sum amount or in %age of bid amount / estimated cost, but not exceeding 5%) | 2% Rs.64000/- |
| (f) | Period of Bid Validity (60 days). | (Not more than sixty days). |
| (g) | Security Deposit (I/c: Bid Security). (In %age of bid amount / estimated cost equal to 10%). | 10% Rs.320000/- |
| (h) | Percentage, if any, to be deducted from bills. | 8% Rs.256000/- |
| (i) | Deadline for submission of Bids alongwith time:- | upto 12.00 Pm |
| (J) | Venue, Time and Date of Bid Opening :- | Office Executive Engineer Buildings Division S.B.A. at Khoja Garden Nawabshah 2.00 Pm. |
| (k) | Time for completion from written order of commence :- | 12 Months. |
| (l) | Liquidity Damages :- | (0.05 of Estimated cost of Bid cost per day of delay, but total not exceeding 10%). |
| (m) | Name of Contractor / Agency | _____ |
| (n) | Deposit Receipt No. Date Amount (In words & figures). | _____ |

DR. No. _____ Rs. 3000/- Dated : - _____

Call Deposit No. _____ dated _____

of the _____ amounting to Rs : - _____.

Rates.

(CONTRACTOR)

**EXECUTIVE ENGINEER
BUILDINGS DIVISION
SHAHEED BENAZIR ABAD.**

BIDDING DATA

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

Instructions to Bidders, Clause Reference.

- 1.38 **Name of Procuring Agency.** Executive Engineer Buildings Division Shaheed
(Insert name of the Procuring Agency). Benazir Abad.
- Brief Description of Works.** Const:of C/Wall for Graveyards (05 Nos) in District Shaheed Benazir Abad, At Village Bagh Fakeer Deh Morvo Lakho U/C Hamal Fakeer Taluka Sakrand.
- 5.1 (a) **Procuring Agency's address** Buildings Division Shaheed Benazir Abad at Khoja
(Insert address of the Procuring Agency with Telex / Fax) Garden Nawabshah.
- (b) **Engineer's address:** Executive Engineer Buildings Division Shaheed
(Insert address of the Procuring Agency Benazir Abad.
with Telex / Fax) Phone No.02449370153
- 10.3 **Bid shall be quoted entirely in Pak. Rupees.** The payment shall be made in Pak Rupees.
- 11.2 The Bidder has the financial, technical and constructional capability necessary to perform. The Contract as follows: (Insert required capabilities and documents).
- i) Financial Capacity: (must have turnover of Rs. --- Million).
- ii) Technical Capacity: (mention the appropriate category of registration with PEC & qualification & experience of the staff);
- iii) Construction Capacity: (mention the names and number of equipments required for the work);
- 12.1 (a) A detailed description of the works, essential technical and performance Characteristics.
- (b) Complete set of technical information, Description data, literature and drawings as required in accordance with Schedule-B to Bid, Specific Works Data. This 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.** Rs.64000/-
(Fill in lump sum amount or in %age of bit amount / estimated cost, but not below 1% and not exceeding 5%)
- 14.1 **Period of Bid Validity.** 12 Months.
(Fill in number of days not exceeding 90)
- 14.4 **No. of Copies of the Bid to be submitted.** One Original Plus 13 Copies.
- 14.6 **Procuring Agency's Address for the Purpose of Bid Submission.** Buildings Division Shaheed Benazir Abad at Khoja
Garden Nawabshah.
(Insert postal address of location of bid box for delivery by hand).
- 15.1 **Deadline for submission of Bids.** Time 12:00 Pm.
- 16.1 **Venue, Time and Date of Bid Opening.** at Khoja Garden Nawabshah.
Time 2:00 Pm.
- 16.4 **Responsiveness of Bids:** (i) Bid is valid till required period. (ii) Bid prices are firm during currency of contract / price adjustment, (iii) Completion period offered is within specified limits; (iv) Bidder is eligible to Bid and possesses the requisite experience, capability and qualification. (v) Bid does not deviate from basic technical requirements and (vi) Bids are generally in order, etc. "Procuring agency can adopt either of two options" (Select either of them).
- (a) **Fixed Price contract:** In these contracts no escalation will be provided during currency of the contract and normally period of completion of these works is upto 12 Months.
- (b) **Price adjustment contract:** In these contracts no escalation will be paid only on those items and in the manner as notified by Finance Department, Govt.of Sindh, after bid opening during currency of the contract.

(CONTRACTOR)

**EXECUTIVE ENGINEER
BUILDINGS DIVISION
SHAHEED BENAZIR ABAD.**

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

Bid Reference No. Const:of C/Wall for Graveyards (05 Nos) in District Shaheed Benazir Abad.
At Village Bagh Fakeer Deh Moryo Lakho U/C Hamal Fakeer Taluka Sakrand.

To,

The Executive Engineer,
Buildings Division,
Shaheed Benazir Abad.

Gentlemen.

1. Having examined the Bidding Documents including Instruction of 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 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 thereto 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 _____, Rs. _____ drawn in your favour of 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 **12 Months** from the date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
6. Unless and until a formal Agreement is prepared and executed, this Bid, together with your written acceptance thereof, shall constitute a binding contract between us.
7. We undertake, if our Bid is accepted, to execute the Performance Security referred to in Conditions of Contract for the due performance of the Contract.
8. We understand that you are not bound to accept the lowest or any bid you may receive.
9. We do hereby declare that the Bid is made without any collusion, comparison of figures or arrangement with any other person or persons making a bid for the works.

Dated this _____ day of _____ 2015

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

(Name of Bidder).

Address _____

Witness :

Signature _____

Name _____

Address _____

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Instructions to Bidders / Procuring Agencies.

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

A. GENERAL.

IB.1 Scope of Bid & Source of Funds.

1.1 Scope of Bid

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

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

1.2 Source of Funds.

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

IB.2 Eligible Bidders

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

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

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

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

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

- c) If prequalification has not undertaken, the procuring agency may ask information and documents not limited to following :-
 - (i) Company Profile;
 - (ii) Works of similar nature and size for each performed in last 3/5 years;
 - (iii) Construction equipments;
 - (iv) Qualification and experience of technical personnel and key site management;
 - (v) Financial statement of last 3 years;
 - (vi) Information regarding litigations and abandoned works if any.

IB.3 Cost of Bidding.

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

B. BIDDING DOCUMENTS.

IB.4 Contents of Bidding Documents.

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

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

5. Specifications

6. Specifications

IB.5 Clarification of Bidding Documents.

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

5.2 An interested bidder, who has obtained bidding documents, may request for clarification of contents of bidding documents in writing and procuring agency shall respond to such queries in writing within three calendar days, provided they are received at least five calendar days prior to the date of opening of bid (SPP Rule 23-1).

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

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 communicate^{3d} 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 BID

IB.7 Language of Bid.

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

IB.8 Documents Comprising the Bid.

8.1 The Bid submitted by the bidder shall comprise the following:

- (a) Offer / Covering Letter
- (b) Form of Bid duly filled, signed and sealed, in accordance with IB.14.3.
- (c) Schedule (A to F) to Bid duly filled and initialed, in accordance with the instructions contained therein & in accordance with IB.14.3.
- (d) Bid Security furnished in accordance with IB.13.
- (e) Power of Attorney in accordance with IB 14.5.
- (f) Documentary evidence in accordance with IB.2(c) & IB.11
- (g) Documentary evidence in accordance with IB.12.

IB.9 Sufficiency of Bid.

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

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

IB.10 Bid Prices, Currency of Bid & Payment.

10.1 The Bidder shall fill up the Schedule of Prices (Schedule A to Bid) indicating the percentage above or below the Composite Schedule of Rates / Unit rates and prices of the Works to be performed under the Contract, Prices in the Schedule of Prices / Bill of Quantities shall be quoted entirely in Pak Rupees keeping in view the instructions contained in the Preamble to Schedule of Prices.

10.2 Unless otherwise stipulated in the Conditions of Contract, prices quoted by the bidder shall remain fixed during the bidder's performance of the Contract and not subject to variation on any account.

10.3 The unit rates & prices in the Schedule of Prices or percentage above or below on the composite schedule of rates shall be quoted by the bidder in the currency as stipulated in Bidding Data.

10.4 Items for which no rate or price is entered by the Bidder will not be paid for by the Procuring Agency when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities.

- IB.11 Documents Establishing Bidder’s Eligibility and qualification.**
- 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 Work’s conformity to the Bidding Documents may be in the form of literature, drawings and data and the bidder shall furnish documentation as set out in Bidding Data.
- 12.2** The bidder shall note that standards for workmanship, material and equipment, and references to brand names or catalogue numbers, if any, designated by the Procuring Agency in the Technical Provisions are intended to be descriptive only and not restrictive.
- IB.13 Bidding Security.**
- 13.1** Each bidder shall furnish, as part of hid bid, at the option of the bidder, a Bid Security as percentage of bid price / estimated cost or in the amount stipulated in Bidding Data in Pak, Rupees in the form of **Deposit at Call / Payee’s or a Bank Guarantee** issued by a Scheduled Bank in Pakistan in favour of the Procuring Agency valid for a period upto twenty eight (28) days beyond the bid validity date (**Bid Security should not be below 1% and not exceeding 5% of bid price / estimated cost SPP Rule 37**).
- 13.2** Any bid not accompanied by an acceptable Bid Security shall be rejected by the Procuring Agency as Non-responsive.
- 13.3** The bid securities of unsuccessful bidders will be returned upon award of contract to the successful bidder or on the expiry of validity of Bid Security whichever is earlier.
- 13.4** The Bid Security of the successful bidder will be returned when the bidder has furnished the required Performance Security, and signed the Contract Agreement (SPP Rule 37).
- 13.5** The Bid Security may be forfeited:
- (a) If a bidder withdraws hid bid during the period of bid validity; or
 - (b) If a bidder does not accept the correction of hid 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 additional period but not exceeding 1/3 of the original period. The request and the bidder’s responses shall be made in writing or by cable. A Bidder may refuse the request without forfeiting the Bid Security. A Bidder agreeing to the request will not be required or permitted to otherwise modify the Bid, but will be required to extend the validity of Bid Security for the period of the extension, and in compliance with IB.13 in all respects (SPP Rule 38).
- 14.3** All Schedules to Bid are to be properly completed and signed.
- 14.4** No alteration is to be made in the Form of Bid except in filling up the blanks as directed. If any alteration be made or if these instructions be not fully complied with, the bid may be rejected.
- 14.5** Each bidder shall prepare Original and number of copies specified in the Bidding Data of the documents comprising the bid as described in IB.8 and clearly mark them “ORIGINAL” and “COPY” as appropriate. In the event of discrepancy between them, the original shall prevail.
- 14.6** The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign (in the case of copies, Photostats are also acceptable). This shall be indicated by submitting a written Power of Attorney authorizing the signatory of the bidder to act for and on behalf of the bidder. All pages of the bid shall be initialed and official seal be affixed by the person or persons signing the bid.
- 14.7** The Bid shall be delivered in person or sent by registered mail at the address to Procuring Agency as given in Bidding Data.

D. SUBMISSION OF BID

- IB.15 Deadline for submission, modification & withdrawal of bids.**
- 15.1** Bids must be received by the Procuring Agency at the address / provided in Bidding Data not later than the time and date stipulated therein.

- 15.2** The inner and outer envelopes shall.
- (a) Be address 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 Email shall not be considered.
- 15.4** Any bid received by the Procuring Agency after the deadline for submission prescribed in Bidding Date will be returned unopened to such bidder.
- 15.5** Any bidder may modify or withdraw his bid after bid submission provided that the modification or written notice of withdrawal is received by the Procuring Agency prior to the deadline for submission of bids.
- 15.6** Withdrawal of a bid during the interval between the deadline for submission of bids and the expiration of the period of bid validity specified in the Form of Bid may result in forfeiture of the Bid Security pursuant to IB. 13.5(a).

E. BID OPENING AND EVALUATION

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

- 16.1** The Procuring Agency will open the bids, in the presence of bidder's representatives who choose to attend, at the time, date and in the place specified in the Bidding Data.
- 16.2** The bidder's name, Bid Prices, any discount, the presence or absence of Bid Security, and such other details as the Procuring Agency at its discretion may consider appropriate, will be announced by the Procuring Agency at the bid opening. Representatives of the bidders who choose to attend shall sign the attendance sheet.
- Any Bid Price or discount which is not read out and recorded at bid opening will not be taken into account in the evaluation of bid.
- 16.3** To assist in the examination, evaluation and comparison of Bids the Engineer / Procuring Agency may, at its discretion, ask the bidder for a clarification of its Bid. The request for clarification and the response shall be in writing and no change in the price or substance of the Bid shall be sought, offered or permitted (SPP Rule 43).
- 16.4**
- a) Prior to the detailed evaluation, pursuant to IB.16.7 to 16.9, the Engineer / Procuring Agency will determine the substantial responsiveness of each bid to the Bidding Documents. For purpose of these instructions, a substantially responsive bid is one which conforms to all the terms and conditions of the Bidding Documents without material deviations. It will include determining the requirements listed in Bidding Data.
 - b) Arithmetical errors will be rectified on the following basis:

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

If the bidder does not accept the corrected amount of Bid, his Bid will be rejected and his Bid Security forfeited.
- 16.5** A Bid determined as substantially non-responsive will be rejected and will not subsequently be made responsive by the bidder by correction of the non-conformity.
- 16.6** Any minor informality or non-conformity or irregularity in a Bid which does not constitute a material deviation (**major deviation**) may be waived by Procuring Agency, provided such waiver does not prejudice or affect the relative ranking of any other bidders.

(A). Major (Material) Deviations Include:-

- 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 present 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 Works 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 indicted below to determine the Evaluated Bid Price:

- i) Making any correction for arithmetic errors pursuant to IB.16.4 hereof.
- ii) Discount, if any, offered by the bidders as also read out and recorded at the time of bid opening.
- iii) Excluding **provisional sums** and the provisions for **contingencies** in the Bill of quantities **if any**, but including **Day work**, where priced competitively.

IB.17 Process to be confidential.

- 17.1** Subject to IB.16.3 heretofore, no bidder shall contact Engineer / Procuring Agency on any matter relating to its Bid form 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 Redresser Committee as per terms and conditions mentioned in SP 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(a);

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

(ii) **Collusive Practice”** means any arrangement between two or more parties to the procurement process or contract execution, designed to achieve with or without the knowledge of the procuring agency to establish prices at artificial, noncompetitive levels for any wrongful gain;

(iii) **“Corrupt Practice”** means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the facts of another party for wrongful gain;

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

(v) **“Obstructive Practice”** means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract or deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements before investigations 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 state 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 bidder's qualifications submitted under B.11, as well as such other information required in the Bidding Documents.

IB.19 Award Criteria & Procuring Agency's Right.

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

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

IB.20 Notification of Award & Signing of Contract Agreement.

20.1 Prior to expiration of the period of bid validity prescribed by the Procuring Agency, the Procuring Agency will notify the successful bidder in writing ("Letter of Acceptance") that his bid has been accepted (SPP Rule 49).

20.2 Within seven (07) days from the date of furnishing of acceptable Performance Security under the Conditions of Contract, the Procuring Agency will send the successful bidder the Form of Contract Agreement provided in the Bidding Documents, incorporating all agreements between the parties.

20.3 The format Agreement between the Procuring Agency and the successful bidder duly stamped at rate of ----% of bid price (updated from time to time) stated in Letter of Acceptance shall be executed within seven (07) days of the receipt of Form of Contract Agreement by the successful bidder from the Procuring Agency.

IB.21 Performance Security.

21.1 The successful bidder shall furnish to the Procuring Agency a Performance Security in the form and the amount stipulated in the Conditions of Contract within a period of fourteen (14) days after the receipt of Letter of Acceptance (SPP Rule 39).

21.2 Failure of the successful bidder to comply with the requirements of Sub-Clauses IB.20.2, 21.3 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 Failure of the successful bidder to comply with the requirements of Sub-Clauses IB.20.2, 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 of 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).

FORM OF BID AND SCHEDULES TO BID

SCHEDULE 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 Programme of Works.
- Schedule E to Bid: Method of Performing Works
- Schedule F to Bid: Integrity Pact.

SCHEDULE – A TO BID

SCHEDULE OF PRICES.

| <u>Sr.No.</u> | | <u>Page No.</u> |
|---------------|---|-----------------|
| 1 | Preamble of Schedule of Prices..... | 24 |
| 2 | Schedule of Prices..... | 26 |
| | (a) Summary of Bid Prices | |
| | (b) Detailed Schedule of Prices / Bill of Quantities (BOQ). | |

[To be prepared by the Engineer / Procuring Agency]

PREAMBLE TO SCHEDULE OF PRICES.

1. General

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

2. Description.

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

3. Units & Abbreviations.

- 3.1 Units of measurement, symbols and abbreviations expressed in the Bidding Documents shall comply with the System Internationals,

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

4. Rates and Prices.

- 4.1 Except as otherwise expressly provided under the Conditions of Contract, the rates and amounts entered in the Schedule of prices shall be the rates as which the Contractor shall be paid and shall be the full inclusive value of the works set forth or implied in the Contract: except for the amounts reimbursable, if any to the Contractor under the contract.
- 4.2 Unless other-wise stipulated in the Contract Data, the premium, rates and prices entered by the bidder shall not be subject to adjustment during the performance of the Contract.
- 4.3 All duties, taxes and other levies payable by the Contractor shall be included in the rates and prices.
- 4.4 The whole cost of complying with the provisions of the Contract shall be included in the items provided in the Schedule of Prices and where no items are provide, the cost shall be deemed to be distributed among the rates and prices entered for the related items of the Works and no separate payment will be made for those items.

Continued.

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

Note : (Procuring Agency may modify as appropriate).

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

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

5. **Bid prices.**

- 5.1 Break-up of Bid Prices.

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

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

- 5.2 Total Bid Price

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

6. **Provisional Sums and Day work.**

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

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

(CONTRACTOR)

**EXECUTIVE ENGINEER
BUILDINGS DIVISION
SHAHEED BENAZIR ABAD.**

SCHEDULE OF PRICES

Name of work :- Const:of C/Wall for Graveyards (05 Nos) in District Shaheed Benazir Abad.
At Village Bagh Fakeer Deh Moryo Lakho U/C Hamal Fakeer Taluka Sakrand.

| Item No. | Description | Quantity | Unit Rate (In Rs.) | Total amount (In Rs.) |
|---|---|---|--------------------|-----------------------|
| | I. (Civil Work) | | | |
| 1 | | | | |
| 2 | | | | |
| 3 | | | | |
| | II. (Internal Sanitary & Water Supply) | | | |
| 1 | | | | |
| 2 | | | | |
| 3 | | | | |
| | III. (Electrification) | | | |
| 1 | | | | |
| 2 | | | | |
| 3 | | | | |
| | IV. (External Development) | | | |
| 1 | | | | |
| 2 | | | | |
| 3 | | | | |
| | V. (Miscellaneous Items) | | | |
| 1 | | | | |
| 2 | | | | |
| 3 | | | | |
| Total (to be carried to summary of bid price) | | | | |
| Add / Deduct the percentage quoted above / below on the prices of items based on composite schedule rates; | | | | |
| (CONTRACTOR) | | EXECUTIVE ENGINEER BUILDINGS DIVISION <u>SHAHEED BENAZIR ABAD.</u> | | |

Conditions of Contract.

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

The contractor shall proceed with the works with due expedition and without delay and complete the works in the time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor and shall reckoned from the date on which the order to commence work is given to the contractor. And further to ensure good progress during the execution of the work, contractor shall be bound, in all in which the time allowed for completion of any work exceeds one month, to achieve progress on the prorated 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% of the contract price. Agency may deduct liquidated damages from payments due to the contractor. Payment of liquidated damages does not affect the contractor's liabilities.

Clause – 3: Termination of the Contract.

- (A) Procuring Agency / Executive Engineer may terminate the contract if either of the following conditions exists
- i) Contractor causes a breach of any clause of the Contract;
 - ii) The progress of any particular portion of the work is unsatisfactory and notice of 10 days has expired;
 - iii) In the case of abandonment of the work owing to the serious illness or death of the contractor or any other cause.
 - iv) Contractor can also request for termination of contract if a payment certified by the Engineer is not paid to the contractor within 60 days of the date of the submission of the bill;
- (B) The Executive Engineer / Procuring Agency has power to adopt any of the following courses as may deem fit:-
- i) To forfeit the security deposit available except conditions mentioned at A(iii) and (iv) above;
 - ii) To finalize the work by measuring the work done by the contractor.
- (C) In the event of any of the above courses being adopted by the Executive Engineer / Procuring Agency, the contractor shall have:-
- i) No claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials, or entered into any engagements, or made any advances on account of, or with a view to the execution of the work or the performance of the contract,
 - 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 10 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 alternations or curtailment of the work.
- (C) In case the nature of the work in the variation does not correspond with items in the Bill of Quantities, the quotation by the contractor is to be in the form of new rates for the relevant items of work, and if the Engineer – In - Charge is satisfied that the rate quoted is within the rate worked out by him on detailed rate analysis, and then only he shall allow him that rate after approval from higher authority.
- (D) The time for the completion of the work shall be extended in the proportion that the additional work bear to the original contract work.
- (E) In case of quantities of work executed result the Initial Contract Price to be exceeded by more than 15%, and then Engineer can adjust the rates for those quantities causing excess the cost of contract beyond 15% after approval of Superintending Engineer.
- (F) **Repeat Order:** Any cumulative variation, beyond the 15% of initial contract amount, shall be subject of another contract to be tendered out if the works are separable from the original contract.

Clause – 10 Quality Control.

- (A) **Identifying Defects:** If at any time before the security deposit is refunded to the contractor / during defect liability period mentioned in bid data, the Engineer – In - Charge or his subordinate-in-charge of the work may instruct the contractor to uncover and test any part of the works which he considers may have a defect due to use of unsound materials or unskillful workmanship and the contractor has to carry out a test at his own cost irrespective of work already approved of 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 5 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 un-necessary 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 supporting 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 i/c protection of the environment on and off the site. Compensation of all damage done intentionally or unintentionally on or off the site by the contractor's labour shall be paid by him.

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

Clause – 16: Disputes. All disputes arising in connection with the present contract, and which cannot be amicably settled between the parties, the decision of the Superintending Engineer of the circle / officer / one grade higher to awarding authority shall be final, conclusive and binding on all parties to the contract upon all questions relating to the meaning of the specifications, designs drawings and instructions herein before 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 i/c 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.**

- iii) 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;
- iv) 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 un-utilized).

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 other-wise 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 of which the work is completed.

**DIVISIONAL ACCOUNTS OFFICER
BUILDINGS DIVISION
SHAHEED BENAZIR ABAD**

(CONTRACTOR)

**EXECUTIVE ENGINEER
BUILDINGS DIVISION
SHAHEED BENAZIR ABAD**

BILL OF QUANTITIES.

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

| Item No. | Quantities | Description of item to be executed at site. | Rate. | Unit. | Amount (In Rupees) |
|-----------------|-------------------|--|--------------|--------------|-------------------------------|
| 1 | 2 | 3 | 4 | 5 | 6 |
| | | | | | |
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Amount Total (a)
_____ % above / below on the
rates of CSR.

**Amount to be added / deducted on the basis
of premium quoted Total (b).**

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

(CONTRACTOR)

**EXECUTIVE ENGINEER
BUILDINGS DIVISION
SHAHEED BENAZIR ABAD.**

SCHEDULE – “A”.

SPECIAL CONDITION OF THE CONTRACT.

- 1) No premium is to be allowed on Non-Schedule item.
- 2) No separate payment is to be made for cartage of material. The premium above / below of the schedule of Rate quoted by the contractor, shall cover the cost of cartage to be done by the contractor.
- 3) All material required for construction of the Buildings be produced & brought at site by the contractor at his own risk.
- 4) No extra items are to be executed without getting written orders from the competent authority.
- 5) The discrepancies in the item given the schedule ‘B’ are same as given to the New Schedule of Rates. Any omission / deviation deducted at subsequent shall be corrected according to the descriptions of the items given in the New Schedule of Rates.
- 6) Income Tax at 6½% will be recovered from the contractor of value of work done from all the payments on contract of the work.
- 7) The contractor will have to make his own or arrangement for water etc, and nothing will be paid for this.
- 8) R.C.C. designs & foundation designs will be arranged by the contractor through approved architect & designers. The contractor will be responsible for any failure due to faculty designs of foundation & R.C.C. Work.
- 9) If it is requested by the Department to use sulphate cement the contractor will be so any he will be paid only the difference in cost of ordinary cement & sulphate resisting cement (Factory Rate) contractor without any further claim & without premium.
- 10) Steel will be conformed to the British standard specification & shall be free for many kind of rest.
- 11) All reinforced concrete work shall be mechanically vibrated so as to have on premium compressive strength of 3000 lbs. Per Sq. Inch (Three Thousand Pounds Per Inch).
- 12) Sweet & place able water required for the construction will have to be arranged by the contractor at his own risk.
- 13) Bajri of approved quality & grade will be used for all works & no cartage from any items of work what so ever will be paid to the contractor.
- 14) The contractor will use hill sand of approved quarry for all works. No pit sand should be used.

(CONTRACTOR)

**EXECUTIVE ENGINEER
BUILDINGS DIVISION
SHAHEED BENAZIR ABAD.**

Name of work :- **Const:of C/Wall for Graveyards (05 Nos) in District Shaheed Benazir Abad.**
At Village Bagh Fakeer Deh Morvo Lakho U/C Hamal Fakeer Taluka Sakrand.

SCHEDULE – B.

| Qty. | Items. | Rate. | Unit. | Amount. |
|-----------------------------------|---|---------------|-----------------|---------------------|
| 5217 Cft. | 1/- Excavation in foundation of building bridges & other structure i/c deg-belling refilling around the structure with excavated earth watering ramming lead upto one chain & lift upto 5'. In ordinary soil. | @ Rs.3176/25 | %Cft. | Rs.16570/- |
| 1614 Cft. | 2/- Cement concrete brick or stone ballast 1½" to 2" gauge ratio 1:5:10. | @ Rs.8694/95 | %Cft. | Rs.140336/- |
| 1672 Cft. | 3/- R.C.C. work i/c all labour and material except the cost of steel reinforcement its labour for bending and binding which will be paid separately this rate also includes all kinds of forms molds lifting shuttering curing rendering and finishing the expose surface i/c screening and washing of shingle RCC work in roof slab beams columns rafts lintels and other structure members laid is situ precuts laid in position complete in all respect. | @ Rs.337/- | %Cft. | Rs.563464/- |
| 75.24 Cwt | 4/- Fabrication of mild steel reinforcement including cutting bending laying making joints fastening i/c the cost of binding wire also removal of rust from walls. | @ Rs.5001/70 | P.Cwt | Rs.376328/- |
| 1560 Cft. | 5/- Pacca brick work in foundation and cement sand mortar in 1:6 ratio. | @ Rs.11948/36 | %Cft. | Rs.186394/- |
| 4995 Cft. | 6/- Pacca brick work in other than building i/c sticking of joints upto 20' height in cement sand ratio 1:6. | @ Rs.12346/65 | %Cft. | Rs.616715/- |
| 18780 Sft | 7/- Cement plaster ½" thick upto 20' height ratio 1:6. | @ Rs.2206/60 | %Sft. | Rs.414399/- |
| 18780 Sft | 8/- Cement plaster 3/8" thick upto 20' height ratio 1:4. | @ Rs.2197/62 | %Sft. | Rs.412713/- |
| 60 Sft | 9/- Making & fixing steel grated doors complete with locking arrangement angle iron frame 2"x2"3/8" and ¾" Sq:bars 4" C/Centre. | @ Rs.726/72 | P.Sft. | Rs.43603/- |
| 102 Sft | 10/- Providing and laying HALA or pattern tiles glazed 6" x ¼" on floor or wall facing in required colour and pattern of STILE specification jointed in white cement and pigment over a base of 1:2 grey cement mortar ¾" thick i/c washing and filling of joints with slurry of white cement and pigment in desired shape with finishing, cleaning and cost of wax polish etc. complete i/c cutting tiles to proper profile. | @ Rs.47651/56 | P%Sft. | Rs.48604/- |
| 18780 Sft | 11/- Colour Washing of two coats white wash surface. | @ Rs.859/90 | %Sft. | Rs.161489/- |
| 120 Sft | 12/- Preparing surface painting guard bars gates iron bars grating railings (i/c std: braces etc and similar open work. | @ Rs.977/40 | %Sft | Rs.1172/- |
| <u>Non-Scheduled Item.</u> | | | | |
| 24 Sft | 13/- S/F of Calligraphy tile of approved size in required colour & design tiles specification jointed in white cement and pigment over a base of 1:2 gray cement mortar ¾" thick and washing and filling or joints with slurry white cement and pigment in desired shape with finishing cleaning and coat of wax polish etc complete i/c cutting finishing to proper profile i/c carriage upto site of work. | @ Rs.722/53 | P.Sft | Rs.17340/- |
| | | | Total :- | Rs.2999127/- |

(CONTRACTOR)

EXECUTIVE ENGINEER
BUILDINGS DIVISION
SHAHEED BENAZIR ABAD

SPPRA BIDDING DOCUMENT

STANDARD BIDDING DOCUMENT

PROCUREMENT OF WORKS.

(For Contracts Costing upto Rs.2.500 million)

Standard Bidding Document is intended as a model for admeasurements (Percentage Rate / Unit price for unit rates in a Bill of Quantities) types of contract, the main text refers to admeasurements contracts.

No.2(i)

**EXECUTIVE ENGINEER BUILDINGS DIVISION
SHAHEED BENAZIR ABAD**

BIDDING DATA

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

- (a) Name of Procuring Agency. Executive Engineer Buildings Division Shaheed Benazir Abad.
- (b) Brief Description of Works. **Const:of Open Air Theater at Nawabshah District Shaheed Benazir Abad.**
Internal W/S & S/F.
- (c) Procuring Agency’s address Executive Engineer Buildings Division at Khoja Garden Nawabshah District Shaheed Benazir Abad.
- (d) Estimated Cost. Rs.1.900 Million
- (e) Amount of Bid Security 2% Rs.38000/-
(Fill in lump sum amount or in %age of bid amount / estimated cost, but not exceeding 5%)
- (f) Period of Bid Validity (days). (Not more than sixty days).
- (g) Security Deposit (I/c: Bid Security). 10% Rs.190000/-
(In %age of bid amount / estimated cost equal to 10%).
- (h) Percentage, if any, to be deducted from bills. 8% Rs.152000/-
- (i) Deadline for submission of Bids alongwith time:- upto 12.00 Pm
- (J) Venue, Time and Date of Bid Opening :- Office Executive Engineer Buildings Division S.B.A. at Khoja Garden Nawabshah 2.00 Pm.
- (k) Time for completion from written order of commence :- 12 Months.
- (l) Liquidity Damages :- (0.05 of Estimated cost of Bid cost per day of delay, but total not exceeding 10%).
- (m) Deposit Receipt No. Date Amount
(In words & figures).
- (n) Tender Issued to / Name of Contractor / Agency _____

DR. No. _____ Rs. 2000/- Dated : - _____

Call Deposit No. _____ dated _____

of the _____ amounting to Rs: _____.

Rates.

(CONTRACTOR)

**EXECUTIVE ENGINEER
BUILDINGS DIVISION
SHAHEED BENAIZIR ABAD.**

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

Bid Reference No. Const:of Open Air Theater at Nawabshah District Shaheed Benazir Abad.
Internal W/S & S/F.

To,

The Executive Engineer,
Buildings Division,
Shaheed Benazir Abad.

Gentlemen.

1. Having examined the Bidding Documents including Instruction of 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 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 thereto 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 _____, Rs. _____ drawn in your favour of 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 **12 Months** from the date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
6. Unless and until a formal Agreement is prepared and executed, this Bid, together with your written acceptance thereof, shall constitute a binding contract between us.
7. We undertake, if our Bid is accepted, to execute the Performance Security referred to in Conditions of Contract for the due performance of the Contract.
8. We understand that you are not bound to accept the lowest or any bid you may receive.
9. We do hereby declare that the Bid is made without any collusion, comparison of figures or arrangement with any other person or persons making a bid for the works.

Dated this _____ day of _____ 2015

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

Signature _____

(Name of Bidder).

Address _____

Witness :

Signature _____

Name _____

Address _____

Instructions to Bidders / Procuring Agencies.

General Rules and Directions for the Guidance of Contractors.

This section of the bidding documents should provide the information necessary for bidders of 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 of payments under the contract, or matters affecting the risks, rights, and obligations of the parties under the contract are included as conditions of contract and Contract Data.

The instructions to bidders will not be part of the contract and will cease to have effect once the contract is signed.

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

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

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

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

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

5. **Conditional Officer:** 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 Schedule 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 and codal requirements of eligibility criteria given in the tender notice such as registration with tax authorities, registration with PEC (where applicable), turnover statement, experience statement, and any other condition mentioned in the NIT and bidding document. If the bidder does not fulfill any of these conditions, it shall not be evaluated further.

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

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

(A) **In case of schedule rates**, the amount of percentage quoted above or below will be checked and added or subtracted from amount of bill of quantities to arrive the final bid cost.

(B) **In case of item rates**, If there is a discrepancy between the unit rate and the total cost that is obtained by multiplying the unit rate and quantity, the unit rate shall prevail and the total cost will be corrected unless in the opinion in the unit rate, in which case the total cost as quoted will govern and the unit rate corrected. If there is a discrepancy between the total bid amount and the sum of total costs, the sum of the total costs shall prevail and the total bit amount shall be corrected.

(C) Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.

Conditions of Contract.

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

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

Clause – 2: Liquidated Damages. The contractor shall pay liquidated damages to the Agency at the rate per day stated in the bidding data for each day that the completion date is later than the Intended completion date; the amount of liquidated damage paid by the contractor to the Agency shall not exceed 10% of the contract price. Agency may be 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 exits
- i) Contractor causes a breach of any clause of the Contract;
 - ii) The progress of any particular portion of the work is unsatisfactory and notice of 10 days has expired;
 - iii) In the case of abandonment of the work owing to the serious illness or death of the contractor or any other cause.
 - iv) Contractor can also request for termination of contract if a payment certified by the Engineer is not paid to the contractor within 60 days of the date of the submission of the bill;
- (B) The Executive Engineer / Procuring Agency has power to adopt any of the following courses as may deem fit:-
- i) To forfeit the security deposit available except conditions mentioned at A(iii) and (iv) above;
 - ii) To finalize the work by measuring the work done by the contractor.
- (C) In the event of any of the above courses being adopted by the Executive Engineer / Procuring Agency, the contractor shall have:-
- i) No claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials, or entered into any engagements, or made any advances on account of, or with a view to the execution of the work or the performance of the contract,
 - 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 10 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 alternations or curtailment of the work.
- (C) In case the nature of the work in the variation does not correspond with items in the Bill of Quantities, the quotation by the contractor is to be in the form of new rates for the relevant items of work, and if the Engineer – In - Charge is satisfied that the rate quoted is within the rate worked out by him on detailed rate analysis, and then only he shall allow him that rate after approval from higher authority.
- (D) The time for the completion of the work shall be extended in the proportion that the additional work bear to the original contract work.
- (E) In case of quantities of work executed result the Initial Contract Price to be exceeded by more than 15%, and then Engineer can adjust the rates for those quantities causing excess the cost of contract beyond 15% after approval of Superintending Engineer.
- (F) **Repeat Order:** Any cumulative variation, beyond the 15% of initial contract amount, shall be subject of another contract to be tendered out if the works are separable from the original contract.

Clause – 10 Quality Control.

- (A) **Identifying Defects:** If at any time before the security deposit is refunded to the contractor / during defect liability period mentioned in bid data, the Engineer – In - Charge or his subordinate-in-charge of the work may instruct the contractor to uncover and test any part of the works which he considers may have a defect due to use of unsound materials or unskillful workmanship and the contractor has to carry out a test at his own cost irrespective of work already approved of 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 5 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 un-necessary 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 supporting 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 i/c protection of the environment on and off the site. Compensation of all damage done intentionally or unintentionally on or off the site by the contractor's labour shall be paid by him.

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

Clause – 16: Disputes. All disputes arising in connection with the present contract, and which cannot be amicably settled between the parties, the decision of the Superintending Engineer of the circle / officer / one grade higher to awarding authority shall be final, conclusive and binding on all parties to the contract upon all questions relating to the meaning of the specifications, designs drawings and instructions herein before 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 i/c 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.**

- iii) 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;
- iv) 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 un-utilized).

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 other-wise 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 of which the work is completed.

**DIVISIONAL ACCOUNTS OFFICER
BUILDINGS DIVISION
SHAHEED BENAZIR ABAD**

(CONTRACTOR)

**EXECUTIVE ENGINEER
BUILDINGS DIVISION
SHAHEED BENAZIR ABAD**

BILL OF QUANTITIES.

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

| Item No. | Quantities | Description of item to be executed at site. | Rate. | Unit. | Amount (In Rupees) |
|-----------------|-------------------|--|--------------|--------------|---------------------------|
| 1 | 2 | 3 | 4 | 5 | 6 |
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Amount Total (a)
_____ % above / below on the rates of CSR.

Amount to be added / deducted on the basis of premium quoted

Total (b).

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

(CONTRACTOR)

**EXECUTIVE ENGINEER
BUILDINGS DIVISION
SHAHEED BENAZIR ABAD.**

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

Name of work :- **Const:of Open Air Theater at Nawabshah District Shaheed Benazir Abad.**
Internal W/S & S/F.

| Item No. | Description | Quantity | Unit Rate (In Rs.) | Total amount (In Rs.) |
|---|---|---|--------------------|-----------------------|
| 1 | I. (Civil Work) | | | |
| 2 | | | | |
| 3 | | | | |
| 1 | II. (Internal Sanitary & Water Supply) | | | |
| 2 | | | | |
| 3 | | | | |
| 1 | III. (Electrification) | | | |
| 2 | | | | |
| 3 | | | | |
| 1 | IV. (External Development) | | | |
| 2 | | | | |
| 3 | | | | |
| 1 | V. (Miscellaneous Items) | | | |
| 2 | | | | |
| 3 | | | | |
| Total (to be carried to summary of bid price) Add / Deduct the percentage quoted above / below on the prices of items based on composite schedule rates; | | | | |
| (CONTRACTOR) | | EXECUTIVE ENGINEER BUILDINGS DIVISION <u>SHAHEED BENAZIR ABAD.</u> | | |

PREAMBLE TO SCHEDULE OF PRICES.

1. General

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

2. Description.

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

3. Units & Abbreviations.

- 3.1 Units of measurement, symbols and abbreviations expressed in the Bidding Documents shall comply with the System Internationals,

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

4. Rates and Prices.

- 4.1 Except as otherwise expressly provided under the Conditions of Contract, the rates and amounts entered in the Schedule of prices shall be the rates as which the Contractor shall be paid and shall be the full inclusive value of the works set forth or implied in the Contract: except for the amounts reimbursable, if any to the Contractor under the contract.
- 4.2 Unless other-wise stipulated in the Contract Data, the premium, rates and prices entered by the bidder shall not be subject to adjustment during the performance of the Contract.
- 4.3 All duties, taxes and other levies payable by the Contractor shall be included in the rates and prices.
- 4.4 The whole cost of complying with the provisions of the Contract shall be included in the items provided in the Schedule of Prices and where no items are provide, the cost shall be deemed to be distributed among the rates and prices entered for the related items of the Works and no separate payment will be made for those items.

Continued.

- : (2) : -

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

Note : (Procuring Agency may modify as appropriate).

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

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

5. Bid prices.

5.1 Break-up of Bid Prices.

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

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

5.2 Total Bid Price

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

6. Provisional Sums and Day work.

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

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

(CONTRACTOR)

**EXECUTIVE ENGINEER
BUILDINGS DIVISION
SHAHEED BENAZIR ABAD.**

SCHEDULE – “A”.

SPECIAL CONDITION OF THE CONTRACT.

- 1) No premium is to be allowed on Non-Schedule item.
- 2) No separate payment is to be made for cartage of material. The premium above / below of the schedule of Rate quoted by the contractor, shall cover the cost of cartage to be done by the contractor.
- 3) All material required for construction of the Buildings be produced & brought at site by the contractor at his own risk.
- 4) No extra items are to be executed without getting written orders from the competent authority.
- 5) The discrepancies in the item given the schedule ‘B’ are same as given to the New Schedule of Rates. Any omission / deviation deducted at subsequent shall be corrected according to the descriptions of the items given in the New Schedule of Rates.
- 6) Income Tax at 6½% will be recovered from the contractor of value of work done from all the payments on contract of the work.
- 7) The contractor will have to make his own or arrangement for water etc, and nothing will be paid for this.
- 8) R.C.C. designs & foundation designs will be arranged by the contractor through approved architect & designers. The contractor will be responsible for any failure due to faculty designs of foundation & R.C.C. Work.
- 9) If it is requested by the Department to use sulphate cement the contractor will be so any he will be paid only the difference in cost of ordinary cement & sulphate resisting cement (Factory Rate) contractor without any further claim & without premium.
- 10) Steel will be conformed to the British standard specification & shall be free for many kind of rest.
- 11) All reinforced concrete work shall be mechanically vibrated so as to have on premium compressive strength of 3000 lbs. Per Sq. Inch (Three Thousand Pounds Per Inch).
- 12) Sweet & place able water required for the construction will have to be arranged by the contractor at his own risk.
- 13) Bajri of approved quality & grade will be used for all works & no cartage from any items of work what so ever will be paid to the contractor.
- 14) The contractor will use hill sand of approved quarry for all works. No pit sand should be used.

(CONTRACTOR)

**EXECUTIVE ENGINEER
BUILDINGS DIVISION
SHAHEED BENAZIR ABAD.**

Name of work :- **Const:of Open Air Theater at Nawabshah District Shaheed Benazir Abad.**
Internal W/S & S/F.

SCHEDULE – B.

| Qty. | Items. | Rate. | Unit. | Amount. | |
|--------------------------------|---|---------------|--------|-----------------|--------------------|
| <u>SCHEDULED ITEMS.</u> | | | | | |
| 6 Nos. | 1/- P/F European white glazed earthen ware down w/c pan complete with & i/c the cost of white / black plastic seat (Best Qty) & lid with C.P. Brass hinges & buffers, 3 gallons white glazed earthen ware low level flushing cistern with siphon fitting 1-1/2" dia white porcelain enameled flush bend 3/4" dia & making requisite number of holes in walls, plinth & floor for pipe connections & making good in cement concrete 1:2:4 (Foreign Quality). | @ Rs.11477/40 | Each | Rs.68864/- | |
| 20 Nos. | 2/- P/F 6'x2" or 6'x3" C.I. floor trap of the approved self cleaning design with a C.I. screwed down grating with or without a vent arm complete with and i/c making required numbers of holes in walls plinth and floor for pipe connections and making good cement concrete 1:2:4. | @ Rs.2024/43 | Each | Rs.40489/- | |
| 20 Nos. | 3/- P/F in position nylon connection complete with 1/2" thick dia brass stop cock with pair of bras nuts and linting joints to nylon connection. | @ Rs.447/15 | Each | Rs.8943/- | |
| 8 Nos. | 4/- P/F 24"x18" bavelled edge mirror of Belgium glass complete with 1/8" thick hard board & C.P. Screws fixed to wooden pleat (B) Superior Quality. | @ Rs.2376/- | Each | Rs.19008/- | |
| 20 Rft | 5/- Providing G.I pipe special and clamps etc i.c fixing and fitting complete with and i.c the cost breaking through walls and roof making good etc painting two coats after cleaning. | @ Rs.86/36 | P.Rft. | Rs. 1727/- | |
| 40 Rft | 3/4" dia | @ Rs.116/20 | P.Rft. | Rs. 4648/- | |
| 3 Nos. | 6/- P/F handles valves (China). | @ Rs.200/42 | Each | Rs.601/- | |
| 5 Nos. | 1/2" dia | @ Rs.271/92 | Each | Rs.1360/- | |
| 2 Nos. | 3/4" dia | @ Rs.365/42 | Each | Rs.731/- | |
| 1 No. | 7/- Making connections with public health mains for the house hold filling with M.S. clamps socket screws etc complete. | @ Rs.826/90 | Each | Rs.527/- | |
| 20 Nos. | 8/- S/F long bib cock of superior quality with C.P. head 1/2" dia. | @ Rs.1109/46 | Each | Rs.22189/- | |
| 4 Nos. | 9/- S/F C.P. Muslim Shower with double bib cock & ring pipe etc complete. | @ Rs.3432/- | Each | Rs.13728/- | |
| 60 Rft. | 10/- Boring for tube well in all water bearing soil from ground level upto 100 feet or 3.5 meter depth i/c sinking and with drawing of casing pipe (a) 80 mm (3" dia). | @ Rs.160/- | P.Rft | Rs.9600/- | |
| 2 Nos. | 11/- S/F Bath Room accessories set (7 piece) i/c towel rod, brush holder soap tray, shelf of approved design i/c cost of screws, nuts etc complete (master Brand). | @ Rs.10322/- | Each | Rs.20644/- | |
| 125 Rft | 12/- Providing RCC pipe with collars class "B" and digging the trenches to required depth and fixing in position i/c cutting fitting and jointing with maxphalt composition & cement mortar 1:1 and testing with water pressure to a head of 4 feet above the top of the highest pipe & refilling with excavated staff. | @ Rs.250/60 | P.Rft. | Rs. 31325/- | |
| 125 Rft | 9" dia | @ Rs.401/97 | P.Rft. | Rs. 50246/- | |
| 2 Nos. | 13/- Making connections with the existing manholes i/c the cost of cutting holes in walls making them good in CC 1:2:4 & making the required channel etc complete. | @ Rs.180/- | Each | Rs.360/- | |
| 10 Nos. | 14/- Const:of Main Hole or inspection chamber for the required diameter of circular sewer and 3'x6" (1067 mm) depth with walls of B.B in cement sand material 1:3 cement plaster 1:6 1/2" thick inside of walls and 1" (25mm) thick over benching and channel i/c fixing C.I. manhole cover with form of clear opening 1-1/2" x 1-1/2" (457x457 mm) of 1.75 Cwt (88.9 Kg) embeds in plain CC 1:2:4 and fixing 1" (25 mm) dia M.S. Steps 6" (150 mm) wide projecting 4" (102 mm) from the face of wall at 12" (305 mm) CC duly painted etc complete as per standere3d specification dn drawing (a) 4" dia to 12" dia 2'x2'x3'-6" . | @ Rs.14748/- | Each | Rs.147480/- | |
| | | | | Total :- | Rs.442470/- |

(Continued P/2)

- : (2) : -

| Qty. | Items. | Rate. | Unit. | Amount. |
|---------|--|---------------|------------|-------------|
| | (NON-SCHEDULE). | | | |
| 4 Nos. | 1/- P/F Squatting type white colored w/C pan size 585x435 mm (PORTA) (USA) with i/c the cost of hang type flushing cistern with internal fitting & flush copper pipe with bend & making requisite number of holes in walls plinth & floor for pipe connection & making good in CC 1:2:4 flushing tank (PORTA) with 4" earthen ware trap & c.i thimble etc as entire satisfaction of Engineer Incharge. | @ Rs.14331/75 | Each | Rs.57327/- |
| 10 Nos. | 2/- P/F Wash basin with pedestal size 635 x 510 mm (PORTA) i/c the cost of Bolts Nuts & washer & making requisite number of holes in walls for pipe connection etc as entire satisfaction of Engineer Incharge. | @ Rs.14331/63 | Each | Rs.143316/- |
| 20 Nos. | 3/- P/F 4" dia UPVC plain tee of Pak Arab make of approved quality on wall upto height of 50' with plastic clamp paid separately this i/c making joining with UPVC fitting by using approved pres/solution (AGM make) etc complete as per instruction of Engineer. | @ Rs.1185/- | Each | Rs.23700/- |
| 20 Nos. | 4/- P/F 4" dia UPVC Socket of Pak Arab make of approved quality on wall upto height of 50' with plastic clamp paid separately this i/c making joining with UPVC fitting by using approved pest / solution etc complete as per instruction of Engineer etc complete i/c all cost of labour material curing scaffolding etc complete. | @ Rs.704/- | Each | Rs.14080/- |
| 20 Nos. | 5/- P/F in position 1/2" dia T-Cock (SONEX) with C.P. head etc satisfaction of Engineer Incharge. | @ Rs.1757/94 | Each | Rs.35159/- |
| 80 Rft | 6/- Providing PPR Pipe & special & clamps etc i/c cutting threading end point & fitting with & i/c the cost of braking walls floor & roofs. This rate also i/c wrapping bitumen tap around pipe etc complete as entire satisfaction of Engineer Incharge. | @ Rs.87/81 | P.Rft | Rs.7025/- |
| 200 Rft | 7/2" dia | @ Rs.124/37 | P.Rft | Rs.24874/- |
| 350 Rft | 3/4" dia | @ Rs.161/40 | P.Rft | Rs.2400/- |
| 20 Nos. | 7/- P/F 4" dia UPVC plug tee / Y tee of Pak Arab make of approved quality on wall upto height of 50' with plastic clamp paid separately this i/c making joining with UPVC fitting by using approved pest solution (AGM make) etc complete as per instruction of the Engineer i/c all labour material cartage scaffolding etc. | @ Rs.1199/- | Each | Rs.23980/- |
| 10 Nos. | 8/- P/F 4" dia UPVC bend or Elbow of Pak Arab of approved quality on wall upto height of 50' with plastic clamp paid separately this i/c making joining with UPVC fitting by using approved pest / solution etc complete & as per instruction of the Engineer i/c all labour material cartage scaffolding etc. | @ Rs.738/15 | Each | Rs.7382/- |
| 75 Rft | 9/- S/F UPVC soil vent pipe AGM make of approved quality specials on walls CC flooring watering upto 90' height jointing with UPVC fitting by using approved paste / salvation making etc complete as per instruction of Engineer Incharge. | @ Rs.341/28 | P.Rft. | Rs.25596/- |
| 10 Nos. | 10/- P/F 4" dia cowel / terminal guard of Pak Arab make of approved quality on wall upto height of 50' with plastic clamp paid separately this i/c making joining with UPVC fitting by using approved pest / solution (AGM make) etc complete & as [per instruction of Engineer incharge rate & coast of labour material curing scaffolding etc complete. | @ Rs.627/93 | Each | Rs.6279/- |
| 1 No. | 11/- P/Fixing water pump set 1" H.P. 2800 PRM Single phase 220 Volts 1-1/4" x 1' section and delivery 40 feet head i/c bass plate form and also making cement concrete 1:3:6 from the required size and fixing nuts and bolts complete in all respect. | @ Rs.18470/- | Each | Rs.18470/- |
| | | | Total :- | Rs.443678/- |
| | | | G.Total :- | Rs.886148/- |

(CONTRACTOR)

**EXECUTIVE ENGINEER
BUILDINGS DIVISION
SHAHEED BENAZIR ABAD**

SPPRA BIDDING DOCUMENT

STANDARD BIDDING DOCUMENT

PROCUREMENT OF WORKS.

(For Contracts Costing upto Rs.2.500 million)

Standard Bidding Document is intended as a model for admeasurements (Percentage Rate / Unit price for unit rates in a Bill of Quantities) types of contract, the main text refers to admeasurements contracts.

No.2(i)

**EXECUTIVE ENGINEER BUILDINGS DIVISION
SHAHEED BENAZIR ABAD**

BIDDING DATA

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

- (a) Name of Procuring Agency. Executive Engineer Buildings Division Shaheed Benazir Abad.
- (b) Brief Description of Works. **Const:of Open Air Theater at Nawabshah District Shaheed Benazir Abad.**
Internal E.I.Work.
- (c) Procuring Agency's address Executive Engineer Buildings Division at Khoja Garden Nawabshah District Shaheed Benazir Abad.
- (d) Estimated Cost. Rs.1.800 Million
- (e) Amount of Bid Security 2% Rs.36000/-
(Fill in lump sum amount or in %age of bid amount / estimated cost, but not exceeding 5%)
- (f) Period of Bid Validity (days). (Not more than sixty days).
- (g) Security Deposit (I/c: Bid Security). 10% Rs.180000/-
(In %age of bid amount / estimated cost equal to 10%).
- (h) Percentage, if any, to be deducted from bills. 8% Rs.144000/-
- (i) Deadline for submission of Bids alongwith time:- upto 12.00 Pm
- (J) Venue, Time and Date of Bid Opening :- Office Executive Engineer Buildings Division S.B.A. at Khoja Garden Nawabshah 2.00 Pm.
- (k) Time for completion from written order of commence :- 12 Months.
- (l) Liquidity Damages :- (0.05 of Estimated cost of Bid cost per day of delay, but total not exceeding 10%).
- (m) Deposit Receipt No. Date Amount
(In words & figures).
- (n) Tender Issued to / Name of Contractor / Agency _____

DR. No. _____ Rs. 2000/- Dated : - _____

Call Deposit No. _____ dated _____

of the _____ amounting to Rs: _____.

Rates.

(CONTRACTOR)

**EXECUTIVE ENGINEER
BUILDINGS DIVISION
SHAHEED BENAZIR ABAD.**

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

Bid Reference No. Const:of Open Air Theater at Nawabshah District Shaheed Benazir Abad.
Internal E.I.WORK.

To,

The Executive Engineer,
Buildings Division,
Shaheed Benazir Abad.

Gentlemen.

1. Having examined the Bidding Documents including Instruction of 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 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 thereto 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 _____, Rs. _____ drawn in your favour of 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 **12 Months** from the date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
6. Unless and until a formal Agreement is prepared and executed, this Bid, together with your written acceptance thereof, shall constitute a binding contract between us.
7. We undertake, if our Bid is accepted, to execute the Performance Security referred to in Conditions of Contract for the due performance of the Contract.
8. We understand that you are not bound to accept the lowest or any bid you may receive.
9. We do hereby declare that the Bid is made without any collusion, comparison of figures or arrangement with any other person or persons making a bid for the works.

Dated this _____ day of _____ 2015

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

Signature _____

(Name of Bidder).

Address _____

Witness :

Signature _____

Name _____

Address _____

Instructions to Bidders / Procuring Agencies.

General Rules and Directions for the Guidance of Contractors.

This section of the bidding documents should provide the information necessary for bidders of 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 of payments under the contract, or matters affecting the risks, rights, and obligations of the parties under the contract are included as conditions of contract and Contract Data.

The instructions to bidders will not be part of the contract and will cease to have effect once the contract is signed.

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

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

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

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

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

5. **Conditional Officer:** 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 Schedule 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 and codal requirements of eligibility criteria given in the tender notice such as registration with tax authorities, registration with PEC (where applicable), turnover statement, experience statement, and any other condition mentioned in the NIT and bidding document. If the bidder does not fulfill any of these conditions, it shall not be evaluated further.

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

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

(A) **In case of schedule rates**, the amount of percentage quoted above or below will be checked and added or subtracted from amount of bill of quantities to arrive the final bid cost.

(B) **In case of item rates**, If there is a discrepancy between the unit rate and the total cost that is obtained by multiplying the unit rate and quantity, the unit rate shall prevail and the total cost will be corrected unless in the opinion in the unit rate, in which case the total cost as quoted will govern and the unit rate corrected. If there is a discrepancy between the total bid amount and the sum of total costs, the sum of the total costs shall prevail and the total bit amount shall be corrected.

(C) Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.

Conditions of Contract.

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

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

Clause – 2: Liquidated Damages. The contractor shall pay liquidated damages to the Agency at the rate per day stated in the bidding data for each day that the completion date is later than the Intended completion date; the amount of liquidated damage paid by the contractor to the Agency shall not exceed 10% of the contract price. Agency may be 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 exits
- i) Contractor causes a breach of any clause of the Contract;
 - ii) The progress of any particular portion of the work is unsatisfactory and notice of 10 days has expired;
 - iii) In the case of abandonment of the work owing to the serious illness or death of the contractor or any other cause.
 - iv) Contractor can also request for termination of contract if a payment certified by the Engineer is not paid to the contractor within 60 days of the date of the submission of the bill;
- (B) The Executive Engineer / Procuring Agency has power to adopt any of the following courses as may deem fit:-
- i) To forfeit the security deposit available except conditions mentioned at A(iii) and (iv) above;
 - ii) To finalize the work by measuring the work done by the contractor.
- (C) In the event of any of the above courses being adopted by the Executive Engineer / Procuring Agency, the contractor shall have:-
- i) No claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials, or entered into any engagements, or made any advances on account of, or with a view to the execution of the work or the performance of the contract,
 - 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 10 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 alternations or curtailment of the work.
- (C) In case the nature of the work in the variation does not correspond with items in the Bill of Quantities, the quotation by the contractor is to be in the form of new rates for the relevant items of work, and if the Engineer – In - Charge is satisfied that the rate quoted is within the rate worked out by him on detailed rate analysis, and then only he shall allow him that rate after approval from higher authority.
- (D) The time for the completion of the work shall be extended in the proportion that the additional work bear to the original contract work.
- (E) In case of quantities of work executed result the Initial Contract Price to be exceeded by more than 15%, and then Engineer can adjust the rates for those quantities causing excess the cost of contract beyond 15% after approval of Superintending Engineer.
- (F) **Repeat Order:** Any cumulative variation, beyond the 15% of initial contract amount, shall be subject of another contract to be tendered out if the works are separable from the original contract.

Clause – 10 Quality Control.

- (A) **Identifying Defects:** If at any time before the security deposit is refunded to the contractor / during defect liability period mentioned in bid data, the Engineer – In - Charge or his subordinate-in-charge of the work may instruct the contractor to uncover and test any part of the works which he considers may have a defect due to use of unsound materials or unskillful workmanship and the contractor has to carry out a test at his own cost irrespective of work already approved of 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 5 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 un-necessary 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 supporting 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 i/c protection of the environment on and off the site. Compensation of all damage done intentionally or unintentionally on or off the site by the contractor's labour shall be paid by him.

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

Clause – 16: Disputes. All disputes arising in connection with the present contract, and which cannot be amicably settled between the parties, the decision of the Superintending Engineer of the circle / officer / one grade higher to awarding authority shall be final, conclusive and binding on all parties to the contract upon all questions relating to the meaning of the specifications, designs drawings and instructions herein before 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 i/c 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.**

- iii) 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;
- iv) 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 un-utilized).

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 other-wise 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 of which the work is completed.

**DIVISIONAL ACCOUNTS OFFICER
BUILDINGS DIVISION
SHAHEED BENAZIR ABAD**

(CONTRACTOR)

**EXECUTIVE ENGINEER
BUILDINGS DIVISION
SHAHEED BENAZIR ABAD**

BILL OF QUANTITIES.**(A) Description and rate of Items based on Composite Schedule of Rates.**

| Item No. | Quantities | Description of item to be executed at site. | Rate. | Unit. | Amount (In Rupees) |
|----------|------------|---|-------|-------|-----------------------|
| 1 | 2 | 3 | 4 | 5 | 6 |
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Amount Total (a)

_____ % above / below on the rates of CSR.

Amount to be added / deducted on the basis of premium quoted

Total (b).

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

(CONTRACTOR)

**EXECUTIVE ENGINEER
BUILDINGS DIVISION
SHAHEED BENAZIR ABAD.**

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

Name of work :- **Const:of Open Air Theater at Nawabshah District Shaheed Benazir Abad.**
Internal E.I.WORK.

| Item No. | Description | Quantity | Unit Rate (In Rs.) | Total amount (In Rs.) |
|---|---|---|--------------------|-----------------------|
| 1 | I. (Civil Work) | | | |
| 2 | | | | |
| 3 | | | | |
| 1 | II. (Internal Sanitary & Water Supply) | | | |
| 2 | | | | |
| 3 | | | | |
| 1 | III. (Electrification) | | | |
| 2 | | | | |
| 3 | | | | |
| 1 | IV. (External Development) | | | |
| 2 | | | | |
| 3 | | | | |
| 1 | V. (Miscellaneous Items) | | | |
| 2 | | | | |
| 3 | | | | |
| Total (to be carried to summary of bid price) Add / Deduct the percentage quoted above / below on the prices of items based on composite schedule rates; | | | | |
| (CONTRACTOR) | | EXECUTIVE ENGINEER BUILDINGS DIVISION <u>SHAHEED BENAZIR ABAD.</u> | | |

SCHEDULE – A TO BID

PREAMBLE TO SCHEDULE OF PRICES.

1. General

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

2. Description.

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

3. Units & Abbreviations.

- 3.1 Units of measurement, symbols and abbreviations expressed in the Bidding Documents shall comply with the System Internationals,

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

4. Rates and Prices.

- 4.1 Except as otherwise expressly provided under the Conditions of Contract, the rates and amounts entered in the Schedule of prices shall be the rates as which the Contractor shall be paid and shall be the full inclusive value of the works set forth or implied in the Contract: except for the amounts reimbursable, if any to the Contractor under the contract.
- 4.2 Unless other-wise stipulated in the Contract Data, the premium, rates and prices entered by the bidder shall not be subject to adjustment during the performance of the Contract.
- 4.3 All duties, taxes and other levies payable by the Contractor shall be included in the rates and prices.
- 4.4 The whole cost of complying with the provisions of the Contract shall be included in the items provided in the Schedule of Prices and where no items are provide, the cost shall be deemed to be distributed among the rates and prices entered for the related items of the Works and no separate payment will be made for those items.

Continued.

- : (2) : -

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

Note : (Procuring Agency may modify as appropriate).

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

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

5. Bid prices.

5.1 Break-up of Bid Prices.

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

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

5.2 Total Bid Price

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

6. Provisional Sums and Day work.

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

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

(CONTRACTOR)

**EXECUTIVE ENGINEER
BUILDINGS DIVISION
SHAHEED BENAZIR ABAD.**

Name of work :- **Const:of Open Air Theater at Nawabshah District Shaheed Benazir Abad.**
Internal E.I.WORK.

SCHEDULE – B.

| QUANTITY | ITEMS | RATE. | UNIT | AMOUNT. |
|--|---|-------------|----------|-------------------|
| <u>PART – (A) “SCHEDULE ITEMS”.</u> | | | | |
| 20 Points | 1/- Wiring for light or fan point with 1/1.13, 3/0.029 PVC insulated wire in 20 mm casing capping (S.I. No. 129 A/P-15). | @ Rs.910/- | P. Point | Rs.18200/- |
| 2 Points | 2/- Wiring for call bell point with 3/.029 PVC insulated wire in 20 mm (3/4”) channel patti on surface as required. | @ Rs.1764/- | P. Point | Rs.3528/- |
| 40 Mtr | 3/- P/L (Main or S/Main) PVC insulated with single core copper conductor 250/440 volts size 2-7/.029. | @ Rs.118/- | P. Mtr | Rs.4720/- |
| 100 Mtr | 4/- P/L (Main or S/Main) PVC insulated wire size 2-7/0.44 (6 mm) copper conductor in ¾” dia PVC conduct on surface (S.I.No.6-A (P/1). | @ Rs.341/- | P. Mtr | Rs.34100/- |
| 20 Nos. | 5/- P/F one way S.P 5 Amp switch flush type (S.I.No.219-A P/33) | @ Rs.54/- | P. No. | Rs.1080/- |
| 6 Points | 6/- Wiring for light or fan point with 3/0.029 PVC insulated wire in 20 mm ¾” channel patti on surface as required. | @ Rs.742/- | P. Point | Rs.4452/- |
| 6 Nos. | 7/- P/F 2 Pin 10/15 Amp Plug and socket flush type (S.I.No.225-A P/33). | @ Rs.80/- | P. No. | Rs.480/- |
| 6 Nos. | 8/- P/F 3 Pin 5 Amp Plug and socket flush type (S.I.No.224-A P/33). | @ Rs.151/- | P. No. | Rs.453/- |
| 11 Nos. | 9/- P/F Brass pendant lamp holder (B. Ceiling Rose) | @ Rs.74/- | P. No. | Rs.814/- |
| 4 Nos. | 10/- P/F Backlight ceiling rose with 2 terminals (S.I.No.228-A P/33). | @ Rs.72/- | P. No. | Rs.288/- |
| 5 Nos. | 11/- P/F Circuit Bracket 6, 10,15, 20, 30, 40, 50 & 63 Amps D.P. (TB-58) on prepared board as required (S.I.No.203-A P/31). | @ Rs.916/- | P. No. | Rs.4580/- |
| 1 No. | 12/- P/F Circuit Bracket 6, 10, 15, 20, 30, 40, 50 & 63 Amps D.P. (TB-58) on prepared board as required. | @ Rs.2456/- | P. No. | Rs.2456/- |
| 1 No. | 13/- P/F voltmeter size 96/96mm 5000 volt as required & as per instruction of EI. | @ Rs.999/- | P. No. | Rs.999/- |
| 1 No. | 14/- P/F ammeters size 96/96mm Direct 15A, 30A, 50A, 60A & 100A as required & as per instruction of EI. | @ Rs.1054/- | P. No. | Rs.1054/- |
| 50 Rft | 15/- P/F Channel points or required as per of Engineer Incharge. . | @ Rs.34/- | P. No. | Rs.1700/- |
| 4 Nos. | 16/- P/F Brass Ceiling fans 48” (Good Quality) (S.I.No.234-C P/34). | @ Rs.3185/- | P. No. | Rs.12740/- |
| Total :- | | | | Rs.91644/- |

(Continued P/2)

- : (2) : -

| QUANTITY | ITEMS | RATE. | UNIT | AMOUNT. |
|--|---|------------|-----------------|-------------------|
| <u>PART – (B) “NON-SCHEDULE ITEMS”.</u> | | | | |
| | 1/- P/F Energy Saver Superior quality i/c fixing on existing holder etc complete. | | | |
| 15 Nos. | | @ Rs.497/- | P.No. | Rs.7455/- |
| | 2/- P/F wall bracket light fancy type superior quality i/c necessary electric connection on fixing on wall or ceiling etc complete. | | | |
| 4 Nos. | | @ Rs.497/- | P. No. | Rs.1988/- |
| | 3/- P/F board double shutter to accommodate heavy duty circuit bracker bus bar i/c painting with enameled paint and other similar jobs on surface as per incharge engineer. | | | |
| 0.83 Sft | | @ Rs.979/- | P. No. | Rs.813/- |
| | 4/- Erection of ceiling fans i/c wiring of down rod with 1/1.13x0.029 PVC wire fixing on regulator blade canopy etc as required. | | | |
| 4 Nos. | | @ Rs.72/- | P. No. | Rs.288/- |
| | 5/- P/F Milled Steel Bar fan clamps 15.8 mm (5/8”) dia suitable for RCC Roof. | | | |
| 4 Nos. | | @ Rs.153/- | P. No. | Rs.612/- |
| | 6/- Providing & fixing Fan dimmers fancy quality type. | | | |
| 4 Nos. | | @ Rs.350/- | P. No. | Rs.1400/- |
| | | | Total :- | Rs.12556/- |

(CONTRACTOR)

**EXECUTIVE ENGINEER
BUILDINGS DIVISION
SHAHEED BENAZIR ABAD**

SPPRA BIDDING DOCUMENT

**SINDH PUBLIC PROCUREMENT REGULATORY AUTHORITY
(SPPRA)**

STANDARD FORM OF BIDDING DOCUMENT

FOR

PROCUREMENT OF WORKS.

(For contracts (small) amounting between Rs.2.5 to Rs. 50 Million)

No.2(iii).

**EXECUTIVE ENGINEER BUILDINGS DIVISION
SHAHEED BENAZIR ABAD**

BIDDING DATA

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

- (a) Name of Procuring Agency. Executive Engineer Buildings Division Shaheed Benazir Abad.
- (b) Brief Description of Works. **Const:of Open Air Theater at Nawabshah District Shaheed Benazir Abad.**
Internal Development, External Drainage, External W/S, Road Pathway & Parking.
- (c) Procuring Agency's address Executive Engineer Buildings Division at Khoja Garden Nawabshah District Shaheed Benazir Abad.
- (d) Estimated Cost. Rs.3.800 Million
- (e) Amount of Bid Security 2% Rs.76000/-
(Fill in lump sum amount or in %age of bid amount / estimated cost, but not exceeding 5%)
- (f) Period of Bid Validity (60 days). (Not more than sixty days).
- (g) Security Deposit (I/c: Bid Security). 10% Rs.380000/-
(In %age of bid amount / estimated cost equal to 10%).
- (h) Percentage, if any, to be deducted from bills. 8% Rs.304000/-
- (i) Deadline for submission of Bids alongwith time:- upto 12.00 Pm
- (J) Venue, Time and Date of Bid Opening :- Office Executive Engineer Buildings Division S.B.A. at Khoja Garden Nawabshah 2.00 Pm.
- (k) Time for completion from written order of commence :- 12 Months.
- (l) Liquidity Damages :- (0.05 of Estimated cost of Bid cost per day of delay, but total not exceeding 10%).
- (m) Name of Contractor / Agency _____
- (n) Deposit Receipt No. Date Amount
(In words & figures).

DR. No. _____ Rs. 3000/- Dated : - _____

Call Deposit No. _____ dated _____

of the _____ amounting to Rs : - _____.

Rates.

(CONTRACTOR)

**EXECUTIVE ENGINEER
BUILDINGS DIVISION
SHAHEED BENAIZIR ABAD.**

BIDDING DATA

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

Instructions to Bidders, Clause Reference.

- 1.38 **Name of Procuring Agency.** Executive Engineer Buildings Division Shaheed Benazir Abad.
(Insert name of the Procuring Agency).
- Brief Description of Works.** Const:of Open Air Theater at Nawabshah District Shaheed Benazir Abad.
Internal Development, External Drainage, External W/S, Road Pathway & Parking.
- 5.1 (a) **Procuring Agency's address** Buildings Division Shaheed Benazir Abad at Khoja Garden Nawabshah.
(Insert address of the Procuring Agency with Telex / Fax)
- (b) **Engineer's address:** Executive Engineer Buildings Division Shaheed Benazir Abad.
(Insert address of the Procuring Agency with Telex / Fax) Phone No.02449370153
- 10.3 **Bid shall be quoted entirely in Pak Rupees.** The payment shall be made in Pak Rupees.
- 11.2 The Bidder has the financial, technical and constructional capability necessary to perform. The Contract as follows: (Insert required capabilities and documents).
- i) Financial Capacity: (must have turnover of Rs. --- Million).
- ii) Technical Capacity: (mention the appropriate category of registration with PEC & qualification & experience of the staff);
- iii) Construction Capacity: (mention the names and number of equipments required for the work);
- 12.1 (a) A detailed description of the works, essential technical and performance Characteristics.
- (b) Complete set of technical information, Description data, literature and drawings as required in accordance with Schedule-B to Bid, Specific Works Data. This 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.** Rs.76000/-
(Fill in lump sum amount or in %age of bit amount / estimated cost, but not below 1% and not exceeding 5%)
- 14.1 **Period of Bid Validity.** 12 Months.
(Fill in number of days not exceeding 90)
- 14.4 **No. of Copies of the Bid to be submitted.** One Original Plus 13 Copies.
- 14.6 **Procuring Agency's Address for the Purpose of Bid Submission.** Buildings Division Shaheed Benazir Abad at Khoja Garden Nawabshah.
(Insert postal address of location of bid box for delivery by hand).
- 15.1 **Deadline for submission of Bids.** Time 12:00 Pm.
- 16.1 **Venue, Time and Date of Bid Opening.** at Khoja Garden Nawabshah.
Time 2:00 Pm.
- 16.4 **Responsiveness of Bids:** (i) Bid is valid till required period. (ii) Bid prices are firm during currency of contract / price adjustment, (iii) Completion period offered is within specified limits; (iv) Bidder is eligible to Bid and possesses the requisite experience, capability and qualification. (v) Bid does not deviate from basic technical requirements and (vi) Bids are generally in order, etc. "Procuring agency can adopt either of two options" (Select either of them).
- (a) **Fixed Price contract:** In these contracts no escalation will be provided during currency of the contract and normally period of completion of these works is upto 12 Months.
- (b) **Price adjustment contract:** In these contracts no escalation will be paid only on those items and in the manner as notified by Finance Department, Govt.of Sindh, after bid opening during currency of the contract.

(CONTRACTOR)

**EXECUTIVE ENGINEER
BUILDINGS DIVISION
SHAHEED BENAZIR ABAD.**

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

**Bid Reference No. Const:of Open Air Theater at Nawabshah District Shaheed Benazir Abad.
Internal Dev., External Drainage, External W/S, Road Pathway & Parking.**

To,

The Executive Engineer,
Buildings Division,
Shaheed Benazir Abad.

Gentlemen.

1. Having examined the Bidding Documents including Instruction of 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 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 thereto 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 _____, Rs. _____ drawn in your favour of 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 **12 Months** from the date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
6. Unless and until a formal Agreement is prepared and executed, this Bid, together with your written acceptance thereof, shall constitute a binding contract between us.
7. We undertake, if our Bid is accepted, to execute the Performance Security referred to in Conditions of Contract for the due performance of the Contract.
8. We understand that you are not bound to accept the lowest or any bid you may receive.
9. We do hereby declare that the Bid is made without any collusion, comparison of figures or arrangement with any other person or persons making a bid for the works.

Dated this _____ day of _____ 2015

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

(Name of Bidder).

Address _____

Witness :

Signature _____

Name _____

Address _____

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Instructions to Bidders / Procuring Agencies.

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

A. GENERAL.

IB.1 Scope of Bid & Source of Funds.

1.1 Scope of Bid

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

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

1.2 Source of Funds.

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

IB.2 Eligible Bidders

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

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

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

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

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

- c) If prequalification has not undertaken, the procuring agency may ask information and documents not limited to following :-

- (i) Company Profile;
- (ii) Works of similar nature and size for each performed in last 3/5 years;
- (iii) Construction equipments;
- (iv) Qualification and experience of technical personnel and key site management;
- (v) Financial statement of last 3 years;
- (vi) Information regarding litigations and abandoned works if any.

IB.3 Cost of Bidding.

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

B. BIDDING DOCUMENTS.

IB.4 Contents of Bidding Documents.

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

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

5. Specifications

6. Specifications

IB.5 Clarification of Bidding Documents.

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

5.2 An interested bidder, who has obtained bidding documents, may request for clarification of contents of bidding documents in writing and procuring agency shall respond to such queries in writing within three calendar days, provided they are received at least five calendar days prior to the date of opening of bid (SPP Rule 23-1).

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

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 communicate^{3d} 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 BID

IB.7 Language of Bid.

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

IB.8 Documents Comprising the Bid.

8.1 The Bid submitted by the bidder shall comprise the following:

- (a) Offer / Covering Letter
- (b) Form of Bid duly filled, signed and sealed, in accordance with IB.14.3.
- (c) Schedule (A to F) to Bid duly filled and initialed, in accordance with the instructions contained therein & in accordance with IB.14.3.
- (d) Bid Security furnished in accordance with IB.13.
- (e) Power of Attorney in accordance with IB 14.5.
- (f) Documentary evidence in accordance with IB.2(c) & IB.11
- (g) Documentary evidence in accordance with IB.12.

IB.9 Sufficiency of Bid.

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

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

IB.10 Bid Prices, Currency of Bid & Payment.

10.1 The Bidder shall fill up the Schedule of Prices (Schedule A to Bid) indicating the percentage above or below the Composite Schedule of Rates / Unit rates and prices of the Works to be performed under the Contract, Prices in the Schedule of Prices / Bill of Quantities shall be quoted entirely in Pak Rupees keeping in view the instructions contained in the Preamble to Schedule of Prices.

10.2 Unless otherwise stipulated in the Conditions of Contract, prices quoted by the bidder shall remain fixed during the bidder's performance of the Contract and not subject to variation on any account.

10.3 The unit rates & prices in the Schedule of Prices or percentage above or below on the composite schedule of rates shall be quoted by the bidder in the currency as stipulated in Bidding Data.

10.4 Items for which no rate or price is entered by the Bidder will not be paid for by the Procuring Agency when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities.

- IB.11 Documents Establishing Bidder's Eligibility and qualification.**
- 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 Work's conformity to the Bidding Documents may be in the form of literature, drawings and data and the bidder shall furnish documentation as set out in Bidding Data.
- 12.2** The bidder shall note that standards for workmanship, material and equipment, and references to brand names or catalogue numbers, if any, designated by the Procuring Agency in the Technical Provisions are intended to be descriptive only and not restrictive.
- IB.13 Bidding Security.**
- 13.1** Each bidder shall furnish, as part of his bid, at the option of the bidder, a Bid Security as percentage of bid price / estimated cost or in the amount stipulated in Bidding Data in Pak, Rupees in the form of **Deposit at Call / Payee's or a Bank Guarantee** issued by a Scheduled Bank in Pakistan in favour of the Procuring Agency valid for a period upto twenty eight (28) days beyond the bid validity date (**Bid Security should not be below 1% and not exceeding 5% of bid price / estimated cost SPP Rule 37**).
- 13.2** Any bid not accompanied by an acceptable Bid Security shall be rejected by the Procuring Agency as Non-responsive.
- 13.3** The bid securities of unsuccessful bidders will be returned upon award of contract to the successful bidder or on the expiry of validity of Bid Security whichever is earlier.
- 13.4** The Bid Security of the successful bidder will be returned when the bidder has furnished the required Performance Security, and signed the Contract Agreement (SPP Rule 37).
- 13.5** The Bid Security may be forfeited:
- (a) If a bidder withdraws his bid during the period of bid validity; or
 - (b) If a bidder does not accept the correction of his Bid Price, pursuant to Sub-Clause 16.4(b) hereof; or
 - (c) In the case of a successful bidder, if he fails within the specified time limit to:
 - 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 additional period but not exceeding 1/3 of the original period. The request and the bidder's responses shall be made in writing or by cable. A Bidder may refuse the request without forfeiting the Bid Security. A Bidder agreeing to the request will not be required or permitted to otherwise modify the Bid, but will be required to extend the validity of Bid Security for the period of the extension, and in compliance with IB.13 in all respects (SPP Rule 38).
- 14.3** All Schedules to Bid are to be properly completed and signed.
- 14.4** No alteration is to be made in the Form of Bid except in filling up the blanks as directed. If any alteration be made or if these instructions be not fully complied with, the bid may be rejected.
- 14.5** Each bidder shall prepare Original and number of copies specified in the Bidding Data of the documents comprising the bid as described in IB.8 and clearly mark them "ORIGINAL" and "COPY" as appropriate. In the event of discrepancy between them, the original shall prevail.
- 14.6** The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign (in the case of copies, Photostats are also acceptable). This shall be indicated by submitting a written Power of Attorney authorizing the signatory of the bidder to act for and on behalf of the bidder. All pages of the bid shall be initialed and official seal be affixed by the person or persons signing the bid.
- 14.7** The Bid shall be delivered in person or sent by registered mail at the address to Procuring Agency as given in Bidding Data.

D. SUBMISSION OF BID

- IB.15 Deadline for submission, modification & withdrawal of bids.**
- 15.1** Bids must be received by the Procuring Agency at the address / provided in Bidding Data not later than the time and date stipulated therein.

- 15.2** The inner and outer envelopes shall.
- (a) Be address 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 Email shall not be considered.
- 15.4** Any bid received by the Procuring Agency after the deadline for submission prescribed in Bidding Date will be returned unopened to such bidder.
- 15.5** Any bidder may modify or withdraw his bid after bid submission provided that the modification or written notice of withdrawal is received by the Procuring Agency prior to the deadline for submission of bids.
- 15.6** Withdrawal of a bid during the interval between the deadline for submission of bids and the expiration of the period of bid validity specified in the Form of Bid may result in forfeiture of the Bid Security pursuant to IB. 13.5(a).

E. BID OPENING AND EVALUATION

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

- 16.1** The Procuring Agency will open the bids, in the presence of bidder's representatives who choose to attend, at the time, date and in the place specified in the Bidding Data.
- 16.2** The bidder's name, Bid Prices, any discount, the presence or absence of Bid Security, and such other details as the Procuring Agency at its discretion may consider appropriate, will be announced by the Procuring Agency at the bid opening. Representatives of the bidders who choose to attend shall sign the attendance sheet.
- Any Bid Price or discount which is not read out and recorded at bid opening will not be taken into account in the evaluation of bid.
- 16.3** To assist in the examination, evaluation and comparison of Bids the Engineer / Procuring Agency may, at its discretion, ask the bidder for a clarification of its Bid. The request for clarification and the response shall be in writing and no change in the price or substance of the Bid shall be sought, offered or permitted (SPP Rule 43).
- 16.4**
- a) Prior to the detailed evaluation, pursuant to IB.16.7 to 16.9, the Engineer / Procuring Agency will determine the substantial responsiveness of each bid to the Bidding Documents. For purpose of these instructions, a substantially responsive bid is one which conforms to all the terms and conditions of the Bidding Documents without material deviations. It will include determining the requirements listed in Bidding Data.
 - b) Arithmetical errors will be rectified on the following basis:

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

If the bidder does not accept the corrected amount of Bid, his Bid will be rejected and his Bid Security forfeited.
- 16.5** A Bid determined as substantially non-responsive will be rejected and will not subsequently be made responsive by the bidder by correction of the non-conformity.
- 16.6** Any minor informality or non-conformity or irregularity in a Bid which does not constitute a material deviation (**major deviation**) may be waived by Procuring Agency, provided such waiver does not prejudice or affect the relative ranking of any other bidders.

(A). Major (Material) Deviations Include:-

- 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 present 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 Works 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 indicted below to determine the Evaluated Bid Price:

- i) Making any correction for arithmetic errors pursuant to IB.16.4 hereof.
- ii) Discount, if any, offered by the bidders as also read out and recorded at the time of bid opening.
- iii) Excluding **provisional sums** and the provisions for **contingencies** in the Bill of quantities **if any**, but including **Day work**, where priced competitively.

IB.17 Process to be confidential.

- 17.1** Subject to IB.16.3 heretofore, no bidder shall contact Engineer / Procuring Agency on any matter relating to its Bid form 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 Redresser Committee as per terms and conditions mentioned in SP 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(a);

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

(ii) “**Collusive Practice**” means any arrangement between two or more parties to the procurement process or contract execution, designed to achieve with or without the knowledge of the procuring agency to establish prices at artificial, noncompetitive levels for any wrongful gain;

(iii) “**Corrupt Practice**” means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the facts of another party for wrongful gain;

(iv) “**Fraudulent Practice**” means any act or omission, including a misrepresentation that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;

(v) “**Obstructive Practice**” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract or deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements before investigations 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 state 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 bidder's qualifications submitted under B.11, as well as such other information required in the Bidding Documents.

IB.19 Award Criteria & Procuring Agency's Right.

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

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

IB.20 Notification of Award & Signing of Contract Agreement.

20.1 Prior to expiration of the period of bid validity prescribed by the Procuring Agency, the Procuring Agency will notify the successful bidder in writing ("Letter of Acceptance") that his bid has been accepted (SPP Rule 49).

20.2 Within seven (07) days from the date of furnishing of acceptable Performance Security under the Conditions of Contract, the Procuring Agency will send the successful bidder the Form of Contract Agreement provided in the Bidding Documents, incorporating all agreements between the parties.

20.3 The format Agreement between the Procuring Agency and the successful bidder duly stamped at rate of ----% of bid price (updated from time to time) stated in Letter of Acceptance shall be executed within seven (07) days of the receipt of Form of Contract Agreement by the successful bidder from the Procuring Agency.

IB.21 Performance Security.

21.1 The successful bidder shall furnish to the Procuring Agency a Performance Security in the form and the amount stipulated in the Conditions of Contract within a period of fourteen (14) days after the receipt of Letter of Acceptance (SPP Rule 39).

21.2 Failure of the successful bidder to comply with the requirements of Sub-Clauses IB.20.2, 21.3 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 Failure of the successful bidder to comply with the requirements of Sub-Clauses IB.20.2, 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 of 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).

FORM OF BID AND SCHEDULES TO BID

SCHEDULE 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 Programme of Works.
- Schedule E to Bid: Method of Performing Works
- Schedule F to Bid: Integrity Pact.

SCHEDULE – A TO BID

SCHEDULE OF PRICES.

| <u>Sr.No.</u> | | <u>Page No.</u> |
|---------------|---|-----------------|
| 1 | Preamble of Schedule of Prices..... | 24 |
| 2 | Schedule of Prices..... | 26 |
| | (a) Summary of Bid Prices | |
| | (b) Detailed Schedule of Prices / Bill of Quantities (BOQ). | |

[To be prepared by the Engineer / Procuring Agency]

PREAMBLE TO SCHEDULE OF PRICES.

1. General

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

2. Description.

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

3. Units & Abbreviations.

- 3.1 Units of measurement, symbols and abbreviations expressed in the Bidding Documents shall comply with the System Internationals,

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

4. Rates and Prices.

- 4.1 Except as otherwise expressly provided under the Conditions of Contract, the rates and amounts entered in the Schedule of prices shall be the rates as which the Contractor shall be paid and shall be the full inclusive value of the works set forth or implied in the Contract: except for the amounts reimbursable, if any to the Contractor under the contract.
- 4.2 Unless other-wise stipulated in the Contract Data, the premium, rates and prices entered by the bidder shall not be subject to adjustment during the performance of the Contract.
- 4.3 All duties, taxes and other levies payable by the Contractor shall be included in the rates and prices.
- 4.4 The whole cost of complying with the provisions of the Contract shall be included in the items provided in the Schedule of Prices and where no items are provide, the cost shall be deemed to be distributed among the rates and prices entered for the related items of the Works and no separate payment will be made for those items.

Continued.

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

Note : (Procuring Agency may modify as appropriate).

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

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

5. **Bid prices.**

5.1 Break-up of Bid Prices.

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

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

5.2 Total Bid Price

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

6. **Provisional Sums and Day work.**

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

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

(CONTRACTOR)

**EXECUTIVE ENGINEER
BUILDINGS DIVISION
SHAHEED BENAZIR ABAD.**

SCHEDULE OF PRICES

Name of work :- **Const:of Open Air Theater at Nawabshah District Shaheed Benazir Abad.**
Internal Dev., External Drainage, External W/S, Road Pathway & Parking.

| Item No. | Description | Quantity | Unit Rate (In Rs.) | Total amount (In Rs.) |
|---|---|---|--------------------|-----------------------|
| 1 | I. (Civil Work) | | | |
| 2 | | | | |
| 3 | | | | |
| 1 | II. (Internal Sanitary & Water Supply) | | | |
| 2 | | | | |
| 3 | | | | |
| 1 | III. (Electrification) | | | |
| 2 | | | | |
| 3 | | | | |
| 1 | IV. (External Development) | | | |
| 2 | | | | |
| 3 | | | | |
| 1 | V. (Miscellaneous Items) | | | |
| 2 | | | | |
| 3 | | | | |
| Total (to be carried to summary of bid price) | | | | |
| Add / Deduct the percentage quoted above / below on the prices of items based on composite schedule rates; | | | | |
| (CONTRACTOR) | | EXECUTIVE ENGINEER BUILDINGS DIVISION <u>SHAHEED BENAZIR ABAD.</u> | | |

Conditions of Contract.

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

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

Clause – 2: Liquidated Damages. The contractor shall pay liquidated damages to the Agency at the rate per day stated in the bidding data for each day that the completion date is later than the Intended completion date; the amount of liquidated damage paid by the contractor to the Agency shall not exceed 10% of the contract price. Agency may be 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 exits
- i) Contractor causes a breach of any clause of the Contract;
 - ii) The progress of any particular portion of the work is unsatisfactory and notice of 10 days has expired;
 - iii) In the case of abandonment of the work owing to the serious illness or death of the contractor or any other cause.
 - iv) Contractor can also request for termination of contract if a payment certified by the Engineer is not paid to the contractor within 60 days of the date of the submission of the bill;
- (B) The Executive Engineer / Procuring Agency has power to adopt any of the following courses as may deem fit:-
- i) To forfeit the security deposit available except conditions mentioned at A(iii) and (iv) above;
 - ii) To finalize the work by measuring the work done by the contractor.
- (C) In the event of any of the above courses being adopted by the Executive Engineer / Procuring Agency, the contractor shall have:-
- i) No claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials, or entered into any engagements, or made any advances on account of, or with a view to the execution of the work or the performance of the contract,
 - 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 10 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 alternations or curtailment of the work.
- (C) In case the nature of the work in the variation does not correspond with items in the Bill of Quantities, the quotation by the contractor is to be in the form of new rates for the relevant items of work, and if the Engineer – In - Charge is satisfied that the rate quoted is within the rate worked out by him on detailed rate analysis, and then only he shall allow him that rate after approval from higher authority.
- (D) The time for the completion of the work shall be extended in the proportion that the additional work bear to the original contract work.
- (E) In case of quantities of work executed result the Initial Contract Price to be exceeded by more than 15%, and then Engineer can adjust the rates for those quantities causing excess the cost of contract beyond 15% after approval of Superintending Engineer.
- (F) **Repeat Order:** Any cumulative variation, beyond the 15% of initial contract amount, shall be subject of another contract to be tendered out if the works are separable from the original contract.

Clause – 10 Quality Control.

- (A) **Identifying Defects:** If at any time before the security deposit is refunded to the contractor / during defect liability period mentioned in bid data, the Engineer – In - Charge or his subordinate-in-charge of the work may instruct the contractor to uncover and test any part of the works which he considers may have a defect due to use of unsound materials or unskillful workmanship and the contractor has to carry out a test at his own cost irrespective of work already approved of 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 5 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 un-necessary 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 supporting 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 i/c protection of the environment on and off the site. Compensation of all damage done intentionally or unintentionally on or off the site by the contractor’s labour shall be paid by him.

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

Clause – 16: Disputes. All disputes arising in connection with the present contract, and which cannot be amicably settled between the parties, the decision of the Superintending Engineer of the circle / officer / one grade higher to awarding authority shall be final, conclusive and binding on all parties to the contract upon all questions relating to the meaning of the specifications, designs drawings and instructions herein before 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 i/c 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.**

- iii) 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;
- iv) 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 un-utilized).

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 other-wise 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 of which the work is completed.

**DIVISIONAL ACCOUNTS OFFICER
BUILDINGS DIVISION
SHAHEED BENAZIR ABAD**

(CONTRACTOR)

**EXECUTIVE ENGINEER
BUILDINGS DIVISION
SHAHEED BENAZIR ABAD**

BILL OF QUANTITIES.

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

| Item No. | Quantities | Description of item to be executed at site. | Rate. | Unit. | Amount (In Rupees) |
|-----------------|-------------------|--|--------------|--------------|---------------------------|
| 1 | 2 | 3 | 4 | 5 | 6 |
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Amount Total (a)
_____ % above / below on the
rates of CSR.

**Amount to be added / deducted on the basis
of premium quoted Total (b).**

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

(CONTRACTOR)

**EXECUTIVE ENGINEER
BUILDINGS DIVISION
SHAHEED BENAZIR ABAD.**

SCHEDULE – “A”.

SPECIAL CONDITION OF THE CONTRACT.

- 1) No premium is to be allowed on Non-Schedule item.
- 2) No separate payment is to be made for cartage of material. The premium above / below of the schedule of Rate quoted by the contractor, shall cover the cost of cartage to be done by the contractor.
- 3) All material required for construction of the Buildings be produced & brought at site by the contractor at his own risk.
- 4) No extra items are to be executed without getting written orders from the competent authority.
- 5) The discrepancies in the item given the schedule ‘B’ are same as given to the New Schedule of Rates. Any omission / deviation deducted at subsequent shall be corrected according to the descriptions of the items given in the New Schedule of Rates.
- 6) Income Tax at 6½% will be recovered from the contractor of value of work done from all the payments on contract of the work.
- 7) The contractor will have to make his own or arrangement for water etc, and nothing will be paid for this.
- 8) R.C.C. designs & foundation designs will be arranged by the contractor through approved architect & designers. The contractor will be responsible for any failure due to faculty designs of foundation & R.C.C. Work.
- 9) If it is requested by the Department to use sulphate cement the contractor will be so any he will be paid only the difference in cost of ordinary cement & sulphate resisting cement (Factory Rate) contractor without any further claim & without premium.
- 10) Steel will be conformed to the British standard specification & shall be free for many kind of rest.
- 11) All reinforced concrete work shall be mechanically vibrated so as to have on premium compressive strength of 3000 lbs. Per Sq. Inch (Three Thousand Pounds Per Inch).
- 12) Sweet & place able water required for the construction will have to be arranged by the contractor at his own risk.
- 13) Bajri of approved quality & grade will be used for all works & no cartage from any items of work what so ever will be paid to the contractor.
- 14) The contractor will use hill sand of approved quarry for all works. No pit sand should be used.

(CONTRACTOR)

**EXECUTIVE ENGINEER
BUILDINGS DIVISION
SHAHEED BENAZIR ABAD.**

**Name of work :- Const:of Open Air Theater at Nawabshah District Shaheed Benazir Abad.
Internal Dev., External Drainage, External W/S, Road Pathway & Parking.**

SCHEDULE – B.

| Qty. | Items. | Rate. | Unit. | Amount. |
|------------|--|---------------------------|-----------------|---------------------|
| 2014 Cft. | 1/- Dismantling brick work in lime or cement mortar. | @ Rs.1285/63 | %.Cft. | Rs.25893/- |
| 350 Cft. | 2/- Dismantling D.P.C. of cement concrete 1-1/2" thick and claring the site etc. | @ Rs.453/75 | %.Cft. | Rs.1588/- |
| 4200 Cft. | 3/- Excavation in foundation of building bridges and other structure i/c deg belling refilling around the structure with excavated earth watering ramming lead upto one chain and lift upto 5'. | @ Rs.3176/25 | %0.Cft. | Rs.13340/- |
| 770 Cft. | 4/- Cement concrete brick or stone ballast 1-1/2" to 2" Gauge. | Ratio 1:4:8 @ Rs.9416/28 | %.Cft. | Rs.72505/- |
| 3625 Cft. | | Ratio 1:5:10 @ Rs.8694/95 | %.Cft. | Rs.315192/- |
| 570 Cft. | 5/- Pacca brick work in foundation and plinth with cement sand mortar in 1:6 ratio. | @ Rs.11948/36 | %.Cft. | Rs.68106/- |
| 2187 Cft. | 6/- RCC work i/c all labour and material except the cost of steel reinforcement its labour for bending and binding which will be paid separately this rate also i/cs: all kinds of forms molds lifting shuttering curing rendering and finishing the expose surface i/c screening and washing of shingle RCC work in roof slab beam column raft Intel and other structure member laid in situ are precuts laid in position complete in all respects. | @ Rs.337/- | P.Cft. | Rs.737019/- |
| 97.634Cwt | 7/- Fabrication of mild steel reinforcement including cutting bending laying making joints fastening i/c the cost of binding wire also removal of rust from bars. | @ Rs.5001/70 | P.Cwt | Rs.488336/- |
| 16479 Cft. | 8/- Filling watering ramming earth in floor with surplus earth from foundation lead upto one chain and lift upto 5'. | @ Rs.3630/- | %0Cft. | Rs.59819/- |
| 3064 Cft. | 9/- Pacca brick work in other then building i/c sticking joints upto 20 height in cement sand Ratio 1:6. | @ Rs.12346/65 | %.Cft. | Rs.378301/- |
| 112 Sft. | 10/- M/F steel grated doors with 1/16" thick sheeting i/c angle iron frame 2"x2"x3/8" and 3/4" square bars 4" CC with locking arrangement. | @ Rs.726/72 | P.Sft. | Rs.81393/- |
| 6646 Sft. | 11/- P/L 1" thick topping CC (1:2:4) i/c surface finishing and dividing into panels 3' thick. | @ Rs.4411/82 | %.Cft. | Rs.103590/- |
| 2595 Sft. | 12/- P/F cement paving blocks flooring having size 197x97x60mm of city / quddra / cobble shape with natural colours, having strength b/w 5000-8500 psi i/c filling the joints with hill sand and laying in specified manner / pattern & design etc. | @ Rs.199/77 | P.Sft | Rs.518403/- |
| 100 Rft. | 13/- P/F Precast Edge Block 3750 Psi industrial made size 6" thick, 12" long & 12" high i/c the cost of cartage, excavation, form work for hunching, 1450 Psi lean concrete 2250 Pis concrete for hunching 1:4 C/Sand mortar. | @ Rs.297/01 | P.Rft | Rs.29701/- |
| 10387 Sft | 14/- Cement plaster 1/2" thick upto 20' height ratio 1:6. | @ Rs.2206/60 | %.Sft. | Rs.229200/- |
| 10387 Sft | 15/- Cement plaster 3/8" thick upto 20' height ratio 1:4. | @ Rs.2197/52 | %.Sft. | Rs.228256/- |
| 10387 Sft | 16/- Preparing and surface and painting with weather coat i/c cubing the surface with rubbing brick / sand paper filling the voids with chalk / plaster of paris and then painting with weather coat of approved make. | @ Rs.2567/55 | %.Sft. | Rs.266691/- |
| 224 Sft | 17/- Preparing surface and painting guard bars gates of iron bars gratings ralings i/c standard braces etc and similar open work (3 Coats). | @ Rs.1270/83 | %.Sft. | Rs.2847/- |
| | | | Total :- | Rs.3620180/- |

(CONTRACTOR)

**EXECUTIVE ENGINEER
BUILDINGS DIVISION
SHAHEED BENAZIR ABAD**

SPPRA BIDDING DOCUMENT

STANDARD BIDDING DOCUMENT

PROCUREMENT OF WORKS.

(For Contracts Costing upto Rs.2.500 million)

Standard Bidding Document is intended as a model for admeasurements (Percentage Rate / Unit price for unit rates in a Bill of Quantities) types of contract, the main text refers to admeasurements contracts.

No.03

**EXECUTIVE ENGINEER BUILDINGS DIVISION
SHAHEED BENAZIR ABAD**

BIDDING DATA

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

- (a) Name of Procuring Agency. Executive Engineer Buildings Division Shaheed Benazir Abad.
- (b) Brief Description of Works. **Const:of Residential Bungalows (03 Nos) for EDOs District Shaheed Benazir Abad (Revised), EDO (W&S) Nawabshah.**
Ext: Dev: i/c W/S & S/F.
- (c) Procuring Agency's address Executive Engineer Buildings Division at Khoja Garden Nawabshah District Shaheed Benazir Abad.
- (d) Estimated Cost. Rs.1.100 Million
- (e) Amount of Bid Security 2% Rs.22000/-
(Fill in lump sum amount or in %age of bid amount / estimated cost, but not exceeding 5%)
- (f) Period of Bid Validity (days). (Not more than sixty days).
- (g) Security Deposit (I/c: Bid Security). 10% Rs.110000/-
(In %age of bid amount / estimated cost equal to 10%).
- (h) Percentage, if any, to be deducted from bills. 8% Rs.88000/-
- (i) Deadline for submission of Bids alongwith time:- upto 12.00 Pm
- (J) Venue, Time and Date of Bid Opening :- Office Executive Engineer Buildings Division S.B.A. at Khoja Garden Nawabshah 2.00 Pm.
- (k) Time for completion from written order of commence :- 12 Months.
- (l) Liquidity Damages :- (0.05 of Estimated cost of Bid cost per day of delay, but total not exceeding 10%).
- (m) Deposit Receipt No. Date Amount
(In words & figures).
- (n) Tender Issued to / Name of Contractor / Agency _____

DR. No. _____ Rs. 1500/- Dated : - _____

Call Deposit No. _____ dated _____

of the _____ amounting to Rs: _____.

Rates.

(CONTRACTOR)

**EXECUTIVE ENGINEER
BUILDINGS DIVISION
SHAHEED BENAZIR ABAD.**

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

Bid Reference No. Const:of Residential Bungalows (03 Nos) for EDOs District Shaheed Benazir Abad (Revised), EDO (W&S) Nawabshah. (Ext: Dev: i/c W/S & S/F).

To,

The Executive Engineer,
Buildings Division,
Shaheed Benazir Abad.

Gentlemen.

1. Having examined the Bidding Documents including Instruction of 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 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 thereto 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 _____, Rs. _____ drawn in your favour of 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 **12 Months** from the date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
6. Unless and until a formal Agreement is prepared and executed, this Bid, together with your written acceptance thereof, shall constitute a binding contract between us.
7. We undertake, if our Bid is accepted, to execute the Performance Security referred to in Conditions of Contract for the due performance of the Contract.
8. We understand that you are not bound to accept the lowest or any bid you may receive.
9. We do hereby declare that the Bid is made without any collusion, comparison of figures or arrangement with any other person or persons making a bid for the works.

Dated this _____ day of _____ 2015

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

Signature _____

(Name of Bidder).

Address _____

Witness :

Signature _____

Name _____

Address _____

Instructions to Bidders / Procuring Agencies.

General Rules and Directions for the Guidance of Contractors.

This section of the bidding documents should provide the information necessary for bidders of 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 of payments under the contract, or matters affecting the risks, rights, and obligations of the parties under the contract are included as conditions of contract and Contract Data.

The instructions to bidders will not be part of the contract and will cease to have effect once the contract is signed.

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

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

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

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

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

5. **Conditional Officer:** 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 Schedule 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 and codal requirements of eligibility criteria given in the tender notice such as registration with tax authorities, registration with PEC (where applicable), turnover statement, experience statement, and any other condition mentioned in the NIT and bidding document. If the bidder does not fulfill any of these conditions, it shall not be evaluated further.

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

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

(A) **In case of schedule rates**, the amount of percentage quoted above or below will be checked and added or subtracted from amount of bill of quantities to arrive the final bid cost.

(B) **In case of item rates**, If there is a discrepancy between the unit rate and the total cost that is obtained by multiplying the unit rate and quantity, the unit rate shall prevail and the total cost will be corrected unless in the opinion in the unit rate, in which case the total cost as quoted will govern and the unit rate corrected. If there is a discrepancy between the total bid amount and the sum of total costs, the sum of the total costs shall prevail and the total bit amount shall be corrected.

(C) Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.

Conditions of Contract.

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

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

Clause – 2: Liquidated Damages. The contractor shall pay liquidated damages to the Agency at the rate per day stated in the bidding data for each day that the completion date is later than the Intended completion date; the amount of liquidated damage paid by the contractor to the Agency shall not exceed 10% of the contract price. Agency may be 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 exits
- i) Contractor causes a breach of any clause of the Contract;
 - ii) The progress of any particular portion of the work is unsatisfactory and notice of 10 days has expired;
 - iii) In the case of abandonment of the work owing to the serious illness or death of the contractor or any other cause.
 - iv) Contractor can also request for termination of contract if a payment certified by the Engineer is not paid to the contractor within 60 days of the date of the submission of the bill;
- (B) The Executive Engineer / Procuring Agency has power to adopt any of the following courses as may deem fit:-
- i) To forfeit the security deposit available except conditions mentioned at A(iii) and (iv) above;
 - ii) To finalize the work by measuring the work done by the contractor.
- (C) In the event of any of the above courses being adopted by the Executive Engineer / Procuring Agency, the contractor shall have:-
- i) No claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials, or entered into any engagements, or made any advances on account of, or with a view to the execution of the work or the performance of the contract,
 - 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 10 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 alternations or curtailment of the work.
- (C) In case the nature of the work in the variation does not correspond with items in the Bill of Quantities, the quotation by the contractor is to be in the form of new rates for the relevant items of work, and if the Engineer – In - Charge is satisfied that the rate quoted is within the rate worked out by him on detailed rate analysis, and then only he shall allow him that rate after approval from higher authority.
- (D) The time for the completion of the work shall be extended in the proportion that the additional work bear to the original contract work.
- (E) In case of quantities of work executed result the Initial Contract Price to be exceeded by more than 15%, and then Engineer can adjust the rates for those quantities causing excess the cost of contract beyond 15% after approval of Superintending Engineer.
- (F) **Repeat Order:** Any cumulative variation, beyond the 15% of initial contract amount, shall be subject of another contract to be tendered out if the works are separable from the original contract.

Clause – 10 Quality Control.

- (A) **Identifying Defects:** If at any time before the security deposit is refunded to the contractor / during defect liability period mentioned in bid data, the Engineer – In - Charge or his subordinate-in-charge of the work may instruct the contractor to uncover and test any part of the works which he considers may have a defect due to use of unsound materials or unskillful workmanship and the contractor has to carry out a test at his own cost irrespective of work already approved of 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 5 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 un-necessary 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 supporting 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 i/c protection of the environment on and off the site. Compensation of all damage done intentionally or unintentionally on or off the site by the contractor's labour shall be paid by him.

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

Clause – 16: Disputes. All disputes arising in connection with the present contract, and which cannot be amicably settled between the parties, the decision of the Superintending Engineer of the circle / officer / one grade higher to awarding authority shall be final, conclusive and binding on all parties to the contract upon all questions relating to the meaning of the specifications, designs drawings and instructions herein before 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 i/c 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.**

- iii) 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;
- iv) 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 un-utilized).

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 other-wise 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 of which the work is completed.

**DIVISIONAL ACCOUNTS OFFICER
BUILDINGS DIVISION
SHAHEED BENAZIR ABAD**

(CONTRACTOR)

**EXECUTIVE ENGINEER
BUILDINGS DIVISION
SHAHEED BENAZIR ABAD**

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

Name of work :- **Const:of Residential Bungalows (03 Nos) for EDOs District Shaheed Benazir Abad (Revised), EDO (W&S) Nawabshah. (Ext: Dev: i/c W/S & S/F).**

| Item No. | Description | Quantity | Unit Rate (In Rs.) | Total amount (In Rs.) |
|---|---|---|--------------------|-----------------------|
| | I. (Civil Work) | | | |
| 1 | | | | |
| 2 | | | | |
| 3 | | | | |
| | II. (Internal Sanitary & Water Supply) | | | |
| 1 | | | | |
| 2 | | | | |
| 3 | | | | |
| | III. (Electrification) | | | |
| 1 | | | | |
| 2 | | | | |
| 3 | | | | |
| | IV. (External Development) | | | |
| 1 | | | | |
| 2 | | | | |
| 3 | | | | |
| | V. (Miscellaneous Items) | | | |
| 1 | | | | |
| 2 | | | | |
| 3 | | | | |
| Total (to be carried to summary of bid price) | | | | |
| Add / Deduct the percentage quoted above / below on the prices of items based on composite schedule rates; | | | | |
| (CONTRACTOR) | | EXECUTIVE ENGINEER BUILDINGS DIVISION <u>SHAHEED BENAZIR ABAD.</u> | | |

SCHEDULE – A TO BID

PREAMBLE TO SCHEDULE OF PRICES.

1. General

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

2. Description.

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

3. Units & Abbreviations.

- 3.1 Units of measurement, symbols and abbreviations expressed in the Bidding Documents shall comply with the System Internationals,

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

4. Rates and Prices.

- 4.1 Except as otherwise expressly provided under the Conditions of Contract, the rates and amounts entered in the Schedule of prices shall be the rates as which the Contractor shall be paid and shall be the full inclusive value of the works set forth or implied in the Contract: except for the amounts reimbursable, if any to the Contractor under the contract.
- 4.2 Unless other-wise stipulated in the Contract Data, the premium, rates and prices entered by the bidder shall not be subject to adjustment during the performance of the Contract.
- 4.3 All duties, taxes and other levies payable by the Contractor shall be included in the rates and prices.
- 4.4 The whole cost of complying with the provisions of the Contract shall be included in the items provided in the Schedule of Prices and where no items are provide, the cost shall be deemed to be distributed among the rates and prices entered for the related items of the Works and no separate payment will be made for those items.

Continued.

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

Note : (Procuring Agency may modify as appropriate).

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

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

5. Bid prices.

5.1 Break-up of Bid Prices.

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

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

5.2 Total Bid Price

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

6. Provisional Sums and Day work.

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

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

(CONTRACTOR)

**EXECUTIVE ENGINEER
BUILDINGS DIVISION
SHAHEED BENAZIR ABAD.**

SCHEDULE – “A”.

SPECIAL CONDITION OF THE CONTRACT.

- 1) No premium is to be allowed on Non-Schedule item.
- 2) No separate payment is to be made for cartage of material. The premium above / below of the schedule of Rate quoted by the contractor, shall cover the cost of cartage to be done by the contractor.
- 3) All material required for construction of the Buildings be produced & brought at site by the contractor at his own risk.
- 4) No extra items are to be executed without getting written orders from the competent authority.
- 5) The discrepancies in the item given the schedule ‘B’ are same as given to the New Schedule of Rates. Any omission / deviation deducted at subsequent shall be corrected according to the descriptions of the items given in the New Schedule of Rates.
- 6) Income Tax at 6½% will be recovered from the contractor of value of work done from all the payments on contract of the work.
- 7) The contractor will have to make his own or arrangement for water etc, and nothing will be paid for this.
- 8) R.C.C. designs & foundation designs will be arranged by the contractor through approved architect & designers. The contractor will be responsible for any failure due to faculty designs of foundation & R.C.C. Work.
- 9) If it is requested by the Department to use sulphate cement the contractor will be so any he will be paid only the difference in cost of ordinary cement & sulphate resisting cement (Factory Rate) contractor without any further claim & without premium.
- 10) Steel will be conformed to the British standard specification & shall be free for many kind of rest.
- 11) All reinforced concrete work shall be mechanically vibrated so as to have on premium compressive strength of 3000 lbs. Per Sq. Inch (Three Thousand Pounds Per Inch).
- 12) Sweet & place able water required for the construction will have to be arranged by the contractor at his own risk.
- 13) Bajri of approved quality & grade will be used for all works & no cartage from any items of work what so ever will be paid to the contractor.
- 14) The contractor will use hill sand of approved quarry for all works. No pit sand should be used.

(CONTRACTOR)

**EXECUTIVE ENGINEER
BUILDINGS DIVISION
SHAHEED BENAZIR ABAD.**

Name of work :- **Const:of Residential Bungalows (03 Nos) for EDOs District Shaheed Benazir Abad (Revised), EDO (W&S) Nawabshah. (Ext: Dev: i/c W/S & S/F).**

SCHEDULE – B.

| Qty. | Items. | Rate. | Unit. | Amount. |
|---|---|---------------|-----------------|--------------------|
| <u>PART – A (Civil Work).</u> | | | | |
| | 1/- Excavation in foundation of building bridges and other structure i/c deg belling refilling around the structure with excavated earth watering ramming lead upto one chain and lift upto 5' Feet. | | | |
| 225 Cft. | | @ Rs.3176/25 | %0.Cft. | Rs.715/- |
| | 2/- Cement concrete brick or stone ballast 1½" to 2" gauge ratio 1:5:10. | | | |
| 50 Cft. | | @ Rs.8694/95 | %.Cft. | Rs.4347/- |
| | 3/- Pacca brick work in foundation and plinth with cement sand mortar in 1:6 ratio. | | | |
| 188 Cft. | | @ Rs.11948/36 | %.Cft. | Rs.22463/- |
| | 4/- Barrow pits excavation undressed lead upto 100' ordinary soil. | | | |
| 9000 Sft | | @ Rs.2117/50 | %0.Cft. | Rs.19058/- |
| | 5/- Filling watering and ramming earth in floor with surplus earth from foundation lead upto 1 chain and lift upto 5'. | | | |
| 3630 Cft. | | @ Rs.1512/50 | %0.Cft. | Rs.2723/- |
| | 6/- Cement concrete brick or stone ballast 1½" to 2" thick gauge ratio 1:6:12. | | | |
| 248 Cft | | @ Rs.8694/95 | %.Cft. | Rs.12869/- |
| | 7/- P/L 1' thick topping cement concrete (1:2:4) i/c surface finishing and dividing into panels. | | | |
| 825 Sft | | @ Rs.4411/82 | %.Sft. | Rs.36397/- |
| | 8/- Pacca brick work in ground floor in cement sand mortar 1:6. | | | |
| 74 Cft. | | @ Rs.12674/36 | %.Cft. | Rs.9379/- |
| | 9/- R.C.C. work i/c all labour and material except the cost of steel reinforcement its labour for bending and binding which will be paid separately this rate also i/cs: all kinds of forms molds lifting shuttering curing rendering and finishing the expose surface i/c screening and washing of shingle, RCC work in roof slab beams columns rafts lintels and other structure members laid is situ precuts laid in position complete in all respect ratio 1:2:4. | | | |
| 25 Cft. | | @ Rs.337/- | %Cft. | Rs.8425/- |
| | 10/- Fabrication of mild steel reinforcement including cutting bending laying making joints fastening i/c the cost of binding wire also removal of rust from bars. | | | |
| 1.22 Cwt | | @ Rs.5001/70 | P.Cwt | Rs.6102/- |
| | 11/- Providing & laying HALA pattern tiles glazed 6"x6"x1/4" on floor or wall facing in required colour and pattern of STILE specification jointed in white cement and pigment over a base of 1:2 grey cement mortar ¾" thick i/c washing and filling of joints with slurry of white cement and pigment in desired shape with finishing, cleaning and cost of wax polish etc. complete i/c cutting tiles to proper profile. | | | |
| 110 Sft | | @ Rs.47651/56 | P% Sft. | Rs.52417/- |
| | 12/- Cement plaster ½" thick upto 20' height ratio 1:6. | | | |
| 387 Sft | | @ Rs.2206/60 | %.Sft. | Rs.8540/- |
| | 13/- Cement plaster 3/8" thick upto 20' height ratio 1:4. | | | |
| 387 Sft | | @ Rs. 2197/62 | %.Sft. | Rs.8504/- |
| | 14/- Mosaic chequer tiles of 11"x8"x1-1/4" of approved shade laid flat in 1:2 grey cement mortar over a bed of ¾" thick gray cement mortar 1:2. | | | |
| 850 Sft. | | @ Rs.14073/14 | %.Sft. | Rs.119621/- |
| | 15/- Phapriel of cement concrete 12"x8"x1" of approved design / shape laid flat in 1:2 grey cement mortar over a bed of ¾" thick gray cement mortar 1:2. | | | |
| 334 Sft. | | @ Rs.8977/90 | %.Sft. | Rs.29986/- |
| | | | Total :- | Rs.341546/- |
| <u>PART – B (W/S & S/F).</u> | | | | |
| | 1/- P/F orisa type white or colour glazed earthen ware w.c. pan with cost of low level plastic flush tank of 3-gallon capacity of approved quality i/c making requisite No. of holes in wall, plinth and floor and making good in CC 1:2:4 W.C pan orisa type 23" with plastic tank or low down 3-gallon and C.I. thumble (Superior quality) (ii) with 4" dia earthen ware trap and plastic thumble. | | | |
| 4 Nos. | | @ Rs.5836/60 | Each | Rs.22912/- |

(Continued P/2)

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| Qty. | Items. | Rate. | Unit. | Amount. |
|---------|--|--------------|-----------------|--------------------|
| 4 Nos. | 2/- P/F 22"x 16" Lavatory basin in white glazed earthen ware complete with & i/c cost of W.I. or C.I. cantilever brackets 6" built into walls painted white in two coat after primary coat of red lead paint a pair of ½" chrome plated pillar rubber plug and chrome plated pillar traps 1-1/2" dia rubber plug and chrome brass waste of approved pattern 1-1/4" dia malleable iron c.p. brass unions making and making traps malleable iron or brass required No. of holes in walls plinth and floor for pipe connection and making good in CC 1:2:4(standard pattern). | @ Rs.4696/80 | Each | Rs.18779/- |
| 4 No. | 3/- Providing and fixing of earthen ware pedestal white or colour glazed standard pattern. | @ Rs.938/47 | Each | Rs.3754/- |
| 4 Nos. | 4/- P/F 6"x2" or 6"x3" C.I. floor trap of the approved self cleaning design with a C.I. grating with or w/o a vent arm complete with and i/c making required No. of holes in walls plinth and floor for pipe connections and making good in CC 1:2:4. | @ Rs.2024/73 | Each | Rs.8098/- |
| 4 Nos. | 5/- P/F 4" x 4" dia C.I. branch of the required degree with access floor rubber washer 3/8" thick and bolts and nuts extra painting to match the colour of the building. | @ Rs.227/60 | Each | Rs.898/- |
| 6 Nos. | 6/- Supplying & fixing long Bib-cock of superior quality with C.P. head ½" dia. | @ Rs.1109/46 | Each | Rs.6657/- |
| 8 No. | 7/- Cancelled tee stop cock of superior quality with C.P. head ½" dia. | @ Rs.889/46 | Each | Rs.7116/- |
| 8 No. | 8/- Swan type pillar cock of superior quality single C.P. head ½" dia. | @ Rs.795/- | Each | Rs.6360/- |
| 1 No. | 9/- P/F Steel sink less local make complete with cost iron or wrought iron bracket 6" built in wall 1 ½" rubber plug chrome brass chain 1 ½" C.P. brass waste with 1 ½" plate PVC waste pipe & making requisite number of holes in walls & plinth & floor for pipe connection & making good in cement concrete 1:2:4 steel sink stainless sized 36" x 18" local making. | @ Rs.5162/30 | Each | Rs.5162/- |
| 4 Nos. | 10/- P/F Bath room accessories set (7 pieces) i/c towel rod brush holder soap tray shelf of approved quality i/c cost of screws nuts etc complete (Master brand). | @ Rs.8122/40 | Each | Rs.32490/- |
| 1 No. | 11/- S/F sink mixture cock of superior quality with C.P. head etc complete. | @ Rs.2745/60 | Each | Rs.2746/- |
| 1 No. | 12/- Providing and fixing of handle volve (China). | @ Rs.271/92 | Each | Rs.272/- |
| 1 No. | ¾" "dia | @ Rs.365/42 | Each | Rs.365/- |
| 8 Nos. | 13/- P/F in position nylon connection complete with ½" dia brass stop cock with pair of brass nuts and lining joints to nylon connection. | @ Rs.447/15 | Each | Rs.3577/- |
| 100 Rft | 14/- Providing RCC pipes with collars class "B" digging the trenches to required and fixing in position i/c cutting fitting and jointing with mephitic composition and cement mortar 1:1 and testing with water [pressure to a head of 4" feet above the top of height and refilling with excavated staff. | @ Rs.199/25 | P.Rft | Rs.19925/- |
| 100 Rft | 6" "dia | @ Rs.250/60 | P.Rft | Rs.25060/- |
| | | | Total :- | Rs.164171/- |

Part – C (Scheduled Item Public Health).

| | | | | |
|---------|--|---------------|-----------------|--------------------|
| 80 Rft | 1/- Boring for tube well in all water bearing soil from ground level upto 100' ft or 30.50 meter depth i/c sinking and with drawing of casing pipe. | @ Rs.160/- | P.Pft | Rs.12800/- |
| 14 Nos. | 2/- Cost: of main hole or inspection chamber for the required circular screw and 3"x6" Depth with wall of B.B. in cement mortar 1:3 cement plaster ½" thick inside of walls and 1" (25 mm) thick over bending and channel with C.I. main hole cover and frame opening 1-1/2" x 1-1/2" (457 mm) of 1:75 cwt (88.89 Kg) in plain cement concrete 1:2:4 and fixing 1" (925 mm)dia M.S. Seps projection 6" (102 mm) from the face to wall at 220 (305 mm) cement concrete duly painted tec completed as per specification and drawing No. public health circular southern (4 to 12") PHED Schedule 2x2x3-6" without C.I. cover. | @ Rs.23978/50 | Each | Rs.335699/- |
| | | | Total :- | Rs.348499/- |

(Continued P/3)

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| Qty. | Items. | Rate. | Unit. | Amount. |
|---------------------------------|---|--------------|-----------------|--------------------|
| Part – D (Non-Schedule). | | | | |
| | 1/- P/Fixing water pumping set with 3 star motor and pump 1 H.P (3-Star Company) original 1400PRM single phase 220 volts 2"x1-1/2" suction and delivery 40' head i/c base plate and also making CC 1:3:6. Plate form of required base size and fixing with nuts & bolts etc complete in all respects. | | | |
| 1 Set | | @ Rs.17000/- | Each | Rs.17000/- |
| | 2/- P/F UPVC Pipe (NEPRO Made in KSA) soh-40 on surface by using clips / sandal of approved quality and material etc paid separately or recessed in masonry CC or RCC upto 60' ft and making goad with CC i/c curing finishing etc complete as per instruction of the Engineer incharge specification with the ASTM-D-1784 type 1. grade 1.rate i/cs: all cost of the labour material cartage scaffolding ladders etc complete. | | | |
| 200 Rft | 1" dia | @ Rs.40/- | P.Rft | Rs.8000/- |
| 400 Rft | 3" dia | @ Rs.98/- | P.Rft | Rs.39200/- |
| 200 Rft | 3/4" dia | @ Rs.32/- | P.Rft | Rs.6400/- |
| 140 Rft | 4" dia | @ Rs.281/- | P.Rft | Rs.39340/- |
| | | | Total :- | Rs.109940/- |

(CONTRACTOR)

**EXECUTIVE ENGINEER
BUILDINGS DIVISION
SHAHEED BENAZIR ABAD**