

PUBLIC HEALTH ENGINEERING DEPARTMENT  
GOVERNMENT OF SINDH

PUBLIC HEALTH ENGINEERING DIVISION SANGHAR.



BIDDING DOCUMENTS WITH FINANCIAL PROPOSAL

FOR

NAME OF WORK:-

	<b>Location of Works</b>	<b>Amount in Rs.</b>
1	Rural Water Supply Scheme Chak No. 3 & 4	9624200/-
2	Rural Water Supply Scheme Dost Muhammad Wassan	3473900/-
3	Rural Water Supply Scheme Pretamabad	5346500/-
4	Rural Water Supply Scheme Wali Muhammad Kerio	5624500/-
5	Rural Water Supply Scheme Muhammad Sadique Wassan	3582700/-

<b>Name of Department:</b>	<b>Public Health Engineering Department.</b>
<b>Name of Procuring Agency:</b>	<b>Executive Engineer, Public Health Engg: Division Sanghar</b>

Document issued to:- \_\_\_\_\_

(1)

**1. Introduction:**

Office of the Executive Engineer, PHE Division Sanghar intends to carry out the work for

**(i) Scope:**

Rehabilitation of Rural Water Supply & Drainage Schemes i/c One Year Operations & Maintenance of Schemes in following Talukas

	<b>Location of Works</b>	<b>Amount in Rs.</b>
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**(ii). Completion Period: 12 Months**

**iii)** Applicants will be informed in due course of time, for the result of the evaluation. The financial proposals of only those firms/bidders will be entertained/accepted who will qualify according to the eligibility criteria.

**2. Section-I Instruction To Bidders/Applicants (ITB)**

**Clause-I**

The firm/contractor shall enclose the original copy of the documents in a sealed envelope along with Financial Proposal which shall:-

- (a) Bear the name and address of the Applicant.
- (b) Be delivered by hand or through courier/registered mail to address mentioned in advertisement (N.I.T) for the work.
- (c) Be clearly marked "Application for submission of Financial Proposal & Information / Documents

FOR

Various works called under NIT No. TC/\_\_\_\_\_/\_\_\_\_\_  
Dated \_\_\_\_\_.

(2)

**Clause-2**

If the envelope is not sealed and marked as required, the procuring agency will assume not responsibility for the misplacement or pre-maturing opening of the document.

**Clause-3**

Document shall be prepared in English Language.

**Clause-4**

Firm/Contractor must respond to all questions and provide complete information as advised in this document. Any lapses to provide essential information may result in dis-qualification of the firm/contractor.

**Clause-5 Clarification and Modification of Documents (SPP Rule-23)**

Firm/Contractor, who has obtained documents, may request for clarification of contents of bidding document in writing, and respond to such queries shall be made in writing within 3 calendar days, provided they are received at least five calendar days prior to the date of opening of bid.

**Clause-6 Addendum:**

At any time prior to the deadline for submission of documents the procuring agency may amends the Document by issuing addenda. Any addendum issued shall be part of the Document communicated in writing to all who have obtained the bidding document.

**Clause-7 Extension of Deadline for submission of Documents.**

The procuring agency may extend the dead line date of submission of bids in line with the SPPRA RULE-22 (1) (2).

**Clause-8 Submission of bids (SPPRA RULE 24 (1) (2))**

- i) Bids shall be submitted on the place, date and time and in the manner specified in the tender notice and bidding documents and any bid submitted late due to any reason whatsoever, shall not be considered by the procurement committee.
- ii) The bidders may submit bids on the bidding documents issued by the procuring agency or downloaded from the authority's website alongwith tender fee by mail or by hand.

**Clause-9 Accuracy of Documentation.**

In case of any information/documents submitted by bidder is found to be false/wrong, the bid shall be liable to rejection.

**4. Section-II Application Forms.**

A.I **Application Submission Form** (The covering letter is to be submitted by the interested firm/contractor partner responsible for a joint venture, on appropriate company letter head.

**1. CONTRACT AGREEMENT**

The Contractor shall within 07 days of issuance of letter of award/intent or when called upon. To do so enter and execute a Contract Agreement on PWD format as annexed with the tender.

**2. PERFORMANCE SECURITY**

The Contractor shall obtain (at his cost) a Performance Security for proper performance, 5% of the Contract/bidding Amount and denominated in the currency (ies) of the Contract or in a freely convertible currency acceptable to the Procuring Agency.

The Contractor shall deliver the Performance Security to the Procuring Agency within 28 days after receiving the Letter of Acceptance. The Performance Security shall be issued by a reputable bank or financial institution selected by the Contractor, and shall be in the form as provided by the Procuring Agency.

The Contractor shall ensure that the Performance Security is valid and enforceable until the Contractor has executed and completed the Works i/c O & M period and remedies and defects. If the terms of the Performance Security specify its expiry date, and the Contractor has not become entitled to receive the Performance Certificate by the date 28 days prior to the expiry date, the Contractor shall extend the validity of the Performance Security until the Works have been completed and any defects have been remedied.

The Procuring Agency shall not make a claim under the Performance Security, except for amounts to which the Employer is entitled under the Contract.

The Procuring Agency shall indemnify and hold the contractor harmless against and from all damages, losses and expenses (including legal fees and expenses) resulting from claim under the Performance Security to the extent to which the Employer was not entitled to make the claim.

The Procuring Agency shall return the Performance Security to the Contractor within 21 days after receiving a copy of the Performance Certificate.

Without limitation to the provisions of the rest of this Sub-Clause, whenever the Procuring Agency determines an addition or a reduction to the Contract Price as a result of a change in cost and/or legislation, or as a result of a Variation, amounting to more than 25 percent of the portion of the Contract Price payable in a specific currency, the Contractor shall at the Procuring Agency's request promptly increase, or may decrease, as the case may be, the value of the Performance Security in that currency by an equal percentage.

### 3. Advance/Mobilization Payment

The Procuring Agency shall make an advance Payment/Mobilization advance upto 10% of the contract prices to the Contractor (a) on submission by the Contractor of a mobilization advance guarantee for the full amount of the advance in the specified form, from a Schedule Bank in Pakistan, acceptable to the procuring agency (b) Contractor shall pay interest on the mobilization advance at the rate of 10% per annum on the full amount of advance.

Unless and until the Procuring Agency receives this guarantee, or if the total advance payment is not stated in the Contract Data, this condition shall not apply.

The contractor shall deliver to the Procuring Agency Interim Payment request for the advance payment or its first installment after the Procuring Agency receives the Performance Security. This guarantee shall be issued by a reputable bank or financial institution selected by the Contractor and shall be in the form as approved by the Procuring Agency..

The Contractor shall ensure that the guarantee is valid and enforceable until the advance payment has been repaid, but its amount shall be progressively reduced by the amount repaid by the Contractor as indicated in the Payment Certificates. If the terms of the guarantee specify its expiry date, and the advance payment has not been repaid by the date 28 days prior to the expiry date, the Contractor shall extend the validity of the guarantee until the advance payment has been repaid.

The advance payment shall be repaid through percentage deductions from the interim payments/Running Amount bills determined by the Procuring Agency as follows:

- (a) Deductions shall commence in the next interim Payment Certificate/Running Amount bill following that in which the total of all certified interim payments (excluding the advance payment and deductions and repayments of retention) exceed 30 percent (30%) of the Accepted Contract Amount less Provisional Sums; and
- (b) Deductions shall be made at the rate of 25% of the amount from each interim Payment/Running amount bill (excluding the advance payment and deductions for its repayments as well as deductions for retention money) in the currencies and proportions of the advance payment until such time as the advance payment has been repaid; provided that the advance payment shall be completely repaid prior to the time when 90 percent (90%) of the Accepted Contract Amount less Provisional Sums has been certified for payment.

If the advance payment has not been prepaid prior to the issue of the Taking-Over Certificate for the Works or prior to termination under Clause of agreement [Termination by Procuring Agency] or Clause For Majeure (as the case may be), the whole of the balance then outstanding shall immediately become due and in case of termination under relevant Clauses, payable by the Contractor to the Employer.

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**4. TENDER GUARANTEE/EARNEST MONEY**

In the event of the Contractor's failure to execute a Contract Agreement as required by hereof or to furnish a Performance Security in accordance whereof within 10 days after being required to do so in writing by the Procuring Agency, then the sum of Tender Deposit/Earnest Money as a guarantee of good faith shall be absolutely forfeited to the Procuring Agency and the Procuring Agency shall be entitled (but not obliged), by notice in writing, to draw his acceptance of the Tender and such acceptance, if so withdrawn shall thereupon be void as though it has never been given and the Contractor shall have no claim against the Procuring Agency whether for damages, specific performance or otherwise in respect of such acceptance or withdrawal.

(6)

To,

The Executive Engineer,  
Public Health Engineering,  
Division Sanghar.

WHEREAS the contract of \_\_\_\_\_  
\_\_\_\_\_ has been awarded to  
M/s \_\_\_\_\_ (hereinafter called the Contractor).

AND WHEREAS under the terms of the said contract vide letter of Intent No. \_\_\_\_\_  
dated \_\_\_\_\_ you have agreed to advance a sum of Rs. \_\_\_\_\_  
(Rupees \_\_\_\_\_) only to the Contractor M/s  
\_\_\_\_\_

for execution of the said work. This advance is to be recovered proportionately at the rate of 25%  
from each running bill of the Contractor for the subject work, till the entire amount is recovered.

IN CONSIDERATION OF THE ABOVE, I/ we M/s  
\_\_\_\_\_ at \_\_\_\_\_ of \_\_\_\_\_ Bank Guarantee  
\_\_\_\_\_ to you for Contract terms and the above  
amount Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) only on  
behalf of the Contractor, and in default thereof we undertake to pay you on demand any sum  
upto \_\_\_\_\_ but not exceeding Rs. \_\_\_\_\_ (Rupees  
\_\_\_\_\_ ) only of the outstanding amount of

advance given by you to the said Contractor upto the date of such demand, provided always  
our liability hereunder shall not exceed the aggregate amount of Rs.  
\_\_\_\_\_ (Rupees \_\_\_\_\_) only.

THIS GUARANTEE shall be irrevocable and we shall make an unconditional payment to you of  
the aforesaid amount on demand without further question and without any reference to the said  
Contractor.

Sd/-

(7)

To,

The Executive Engineer,  
Public Health Engineering,  
Division Sanghar

Dear Sir,

**SUBJECT: Financial Bid and Documents/information required for \_\_\_\_\_**

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Dear Sir,

I/We \_\_\_\_\_ the undersigned, being duly authorized to represent and act on of \_\_\_\_\_ submit the financial proposal and required Documents/Information for the project above and enclose one original copy of Financial Proposal and required documents/information and the following.

- (a) I have examined and have no reservations to the Document, issued in accordance with ITB Clause-6.
  - (b) I understand that Procuring Agency may cancel the tendering process at any time and Procuring Agency is not bound either to accept any application that it may receive or financial proposals of technically disqualified bidders, without incurring any liability to the applicants.
  - (c) Bids of qualified applicants will be subject to verification of all information submitted at the time of bidding.
  - (d) Agency reserves the right to amend the scope and value of any contract under this project.
4. The Procuring Agency and its authorized representative (s) may contact the following persons (s) for further information, if needed.

Person to be contacted: \_\_\_\_\_ Telephone: \_\_\_\_\_

5. The undersigned declares that the statements and the information provided are complete and correct in every detail.

Signed

Name: \_\_\_\_\_



**A-II****1. Company Profile**

Date: \_\_\_\_\_

All individual firms and each partner of a joint venture applying for submission of Technical Proposal requested to complete the information in this form.

1.	Name of Firm (legal):  (In case of Joint Venture (JV), legal name of each partner:
2.	Nature of Business:  (Whether the firm is a Corporation, Partnership, Trust etc) (In Case of Consortium, whether the lead consortium member is a corporation, partnership, Trust etc)
3.	Head Office Address
4.	Telephone Fax Numbers: E-Mail Address:
5.	Place of Incorporation/Registration:  Year of incorporation / registration:
6.	Applicant's authorized representative: Telephone Fax Number E-mail address:
7.	<b>NATIONALITY OF OWNERS</b>  Name _____ Country _____

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**(ii) Information on Projects of Similar nature and equivalent value.**

Contractor/Firm should provide information of the works of similar nature and equivalent value in the following format supported by documentary evidence

<b>Name of Contract</b>	<b>Value of Contract</b>	<b>Name of Procuring Agency</b>	<b>Completion Date</b>

**A-VII**

## 7. Financial Resources.

## A. Banker's Information

Sr. No.	Name & Address of Bank	Contact name and title with Telephone, Fax, E-Mail
1.		

## B. Annual turnover data (Construction only)

Year	Amount	Rupees in Million

Average annual construction turnover calculated as total certified payments received for work in progress or completed, divided by the number of years specified in Section-III, Qualification Criteria, Normally not be less than  $2 \times V/T$ , the estimated annual turnover or cash flow in the subject contract based on a straight-line projection of the Employer's

Estimated cost (V) including contingencies, over the contract duration (T). The multiplier of two may be reduced for very large contracts but should not be less than 1.5

## A-VIII

**8. Litigation History**

Applicants, including each of the partners of a joint, venture, should provide information on any history of litigation or arbitration resulting from contracts executed in the last five year or currently under execute). A separate sheets should be used for each partners of joint venture.

**A. Decided Litigation**

Year.	Award for or Against Applicant	Name of Client, Cause of litigation, and matter in dispute	Disputed amount (Current Value Pak Rs. Or equivalent)

**B. Pending Litigation**

Year.	Matter in Dispute	Value of Pending Claim in Current Value Pak Rs. Or Equivalent	Value of pending claim as a percentage of Net Worth

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Section IV. Scope of Contract: (Description of works and Period of completion)

<b>Sr. No.</b>	<b>Name of Work</b>	<b>Estimated Cost Million</b>	<b>Earnest Money Million</b>	<b>Completion Period</b>	<b>Tender Fee</b>
<b>1.</b>	-----As detailed in NIT-----				
<p>Specification drawings, items of works and quantities of items are provided in Financial Proposal Documents.</p>					

**SCHEDULE (A)**

**TERMS & CONDITIONS OF CONTRACT.**

- 1. The Sindh sales tax special procedure (with holding) rules, 2011 shall apply to taxable services as are supplied, provided or rendered to persons, specified as with holding agents, in the with holding procedure, for the purpose of deduction and deposit of sales tax.**
2. The Contract/Firm has to arrange potable water to use in construction on his cost.
3. The Contractor shall have to pay 0.30% of contract cost in shape of revenue stamp duty at the time of agreement.
4. 10% deposit will be received from contractor in shape of 2% call deposit alongwith bid and 8% shall be with held on all running bills.
5. All the material of approved quality will be used, Sample of the material, fixture, cement hill sand, crush, bricks pipes, fitting, UPVC, Electrical will be got approved in advance / before execution. For Pumping Machinery, Diesel Engine & Generator, Contractor will provide Manufacturers certificate which will be verified by Incharge Engineer before making payment samples shall be collected from each new lot stacked at site in the presence of Executive Engineer or representatives and jointly sealed and got tested from approved laboratory at contractor's own cost in case the contractor fails to comply with this condition.
6. The Contractor shall maintain at the site of work "Site Order Book" (of triplicate leaves) at his own cost for taking instructions and directions from the supervising monitoring officers/officials
7. The contractor shall at his own cost provide a suitable size high visibility signboard at each location indicating the details of project as approved by the Engineer in charge
8. No premium shall be allowed on non-schedule item and 1 year operation & maintenance component.
9. On successful completion of 1 year operation & maintenance, the contractor shall hand over the scheme to concerned Executive Engineer in sound and satisfactory running condition.

**10. PAYMENT MECHANISM.**

- A) The Contractor shall submit running bills against the work done at site to Executive Engineer for verification and payment.
- B) The amount of mobilization advance shall be proportionately deducted from each bill.
- C) Payment against 1 year operation & maintenance shall be made on monthly basis, evenly divided in 12 months for each completed scheme, payable at the end of every month.
- D) No cost escalation shall be allowed on operation & maintenance component or part there of.
- E) The contractor shall submit copy of each paid electricity bill to Executive Engineer every month regularly.
- F) No premium allowed on Operation & Maintenance cost items.

**EXECUTIVE ENGINEER  
PUBLIC HEALTH ENGG: DIVISION  
SANGHAR**

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EXECUTIVE ENGINEER  
PUBLIC HEALTH ENGG: DIVISION  
SANGHAR

**TENDER FOR THE WORK**

Issue to M/s \_\_\_\_\_ Tender fee for Rs. \_\_\_\_\_ Recieved  
Vide. \_\_\_\_\_ D.R No. \_\_\_\_\_ Dated: \_\_\_\_\_  
\_\_\_\_\_ Dated of opening of Tender \_\_\_\_\_

EXECUTIVE ENGINEER  
PUBLIC HEALTH ENGG: DIVISION  
SANGHAR

I/We hereby tender the execution for the \_\_\_\_\_

\_\_\_\_\_ Under written memorandum within the  
specified time in such memorandum at.

.....Percent ABOVE/BELOW the Estimate rated entered in the Schedule  
"B" Memorandum showing items of work to be carried out and in all respect with the  
specification designed and instructions writing referred to in Rule thereof.

- a). General Description: Rehabilitation of Rural Water Supply / Drainage Schemes i/c One  
Year Operations & Maintenance of Schemes.
- b). Estimated Cost: Rs: \_\_\_\_\_ Millions
- c). Earnest Money 2% Call Deposit: Rs: \_\_\_\_\_
- g). Time of Completion \_\_\_\_\_

Should be this tender be accepted I/We hereby agree to abide be the fullfill all the  
terms and provisions of the conditions of contract annexed hereto so as applicable and in  
default hereof to forfeit any pay the \_\_\_\_\_ the sum of money mentioned in the said  
conditions.

Receipt No. \_\_\_\_\_ Dated: \_\_\_\_\_ from the Government  
Treasury / Sub-Treasury / \_\_\_\_\_ in respect of the sum of the  
Rs. \_\_\_\_\_ is her with forwarded representing the earnest money

- a). The full value of which is to be absolutely forfeited to PHE Division .....  
deposited the full amount of Security Deposit specified in the above memorandum in  
accordance with Clause of the said conditions otherwise the sum of Rs. \_\_\_\_\_ shall be  
remained by the PHE Division .....on account of such Security Deposit specified in  
relevant Cluase of the conditions/agreement.

N.B The Tenderer or is required to undertake that all terms and conditions of the printed B-I  
Forms inclusive of the additional conditions etc approved by the Executive Engineer PHE  
Division ..... will be binding on him and these will be includes and signed by him in  
the even acceptance of his tender.

EXECUTIVE ENGINEER  
PUBLIC HEALTH ENGG: DIVISION  
SANGHAR