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|  | **SINDH SMALL INDUSTRIES CORPORATION**  **GOVERNMENT OF SINDH** |

**PROVIDING & LAYING WATER SUPPLY LINE**

**IN UN-DEVELOPED AREA OF**

**SMALL INDUSTRIAL ESTATE, SANGHAR**

****

**▬** Instructions to Bidders / Tenderers

▬ Conditions of Contract

▬ Bidding Documents

▬ Standard Forms

▬ Contract Data

▬ Security Forms

▬ Bill of Quantities

**February, 2016**

Issued to:

M/s. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**CHIEF ENGINEER, SSIC.**

**INVITATION FOR BIDS**

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

**Bid Reference No.: \_\_\_\_\_\_\_\_\_\_\_\_\_\_**

The Procuring Agency, (**SINDH SMALL INDUSTRIES CORPORATION** (**SSIC**), invites sealed bids from interested firms or persons licensed/registered by the Pakistan Engineering Council in the *appropriate* category (*not required for works costing Rs 2.5 million or less)* for the Works, **PROVIDING & LAYING WATER SUPPLY LINE IN UN-DEVELOPED AREA OF SMALL INDUSTRIAL ESTATE, SANGHAR**, which will be completed in **12 MONTHS**.

A complete set of Bidding Documents may be purchased by an interested eligible bidder on submission of a written application to the office given below and upon payment of a non-refundable fee of Rupees **Rs. 2500/-** from the date of publication of NIT in newspaper and/or hoisting in SPPRA’s website upto **19.02.2016***.* Bidders may acquire the Bidding Documents from the Office of **CHIEF ENGINEER** in **Head Office** of **SINDH SMALL INDUSTRIES CORPORATION** located at **HEAD OFFICE, AM-310, PREEDY STREET, SADDAR, KARACHI**.

All bids must be accompanied by a Bid Security in the amount of Rs. **2% OF BID/TENDER COST** in the form of (*pay order / demand draft / bank guarantee*) and must be attached with the bidding documents, to be submitted on cut of date i.e. **22.02.2016** at **2:00 pm** in the office of **CHIEF ENGINEER, SSIC, HEAD OFFICE, AM-310, PREEDY STREET, SADDAR, KARACHI**. Bids will be opened at **3:00** pm on the same day in the presence of bidder’s representatives who choose to attend, at the same address.

However, in case of unavoidable circumstances on 22.02.2016 like strike, protest or law & order situation in the city, the received tenders will be re-backed to the parties un-opened and same will be received again on 23.02.2016 upto 2:00 pm and opened by the committee on same date at 3:00 pm in presence of parties or their representatives who wish to remain present on the occasion. If the strike, protest or law & order situation is remained continue in the city for more than one day, the tenders will be received on next working day and the Procurement Committee will open the tenders on same date, however, time for receiving and opening will be remained unchanged.

(Note: 1. Procuring Agency to enter the requisite information in blank spaces. 2. The bid shall be opened within one hour after the deadline for submission of bids).

**Instructions to Bidders/ Procuring Agencies**

**General Rules and Directions for the Guidance of Contractors**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**BIDDING DATA**

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

(a). Name of Procuring Agency **SINDH SMALL INDUSTRIES CORPORATION**

(b). Brief Description of Works **PROVIDING & LAYING WATER SUPPLY LINE**

**IN UN-DEVELOPED AREA OF SMALL INDUSTRIAL ESTATE, SANGHAR**

(c). Procuring Agency’s address: **SSIC, HEAD OFFICE, AM-310, PREEDY**

**STREET, SADDAR, KARACHI**

(d). Estimated/Bid Cost:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(e). Amount of Bid Security:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(Fill in lump sum amount or in 2% of bid amount /estimated cost, but not exceeding 5%)

(f). Period of Bid Validity (days):- **90 days**

(g). Security Deposit:- (including bid security): **10%**

(in % age of bid amount /estimated cost equal to 10%)

(h). Percentage, if any, to be deducted from bills: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(i). Deadline for Submission of Bids along with time: **22.02.2016** **2:00 pm**

(j). Venue, Time, and Date of Bid Opening: **OFFICE OF CHIEF ENGINEER**

**SINDH SMALL INDUSTRIES CORPORATION, HEAD OFFICE,**

**AM-310, PREEDY STREET,**

**SADDAR, KARACHI**

**22.02.2016** **3:00 pm**

(k). Time for Completion from written order of commence: **12 months**

(l).Liquidity damages: **0.05% per day of bid cost**

(m). Deposit Receipt No: Date: Amount: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Chief Engineer**

**(Executive Engineer/**

**Authority issuing bidding document)**

**Conditions of Contract**

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

The contractor shall proceed with the works with due expedition and without delay and complete the works in the time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor and shall reckoned from the date on which the order to commence work is given to the contractor. And further to ensure good progress during the execution of the wok, 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 **c**ompletion date is later than the Intended completion date; the amount of liquidated damage paid by the contractor to the Agency shall not exceed 10 per cent of the contract price. Agency may deduct liquidated damages from payments due to the contractor. Payment of liquidated damages does not affect the contractor's liabilities.

**Clause–3: Termination of the Contract.**

**(A)** Procuring Agency/Executive Engineer may terminate the contract if either of the following conditions 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 **c**ontractor. 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 for as admissible, adjusted, if possible before the expiry of ten days from the presentation of the bill, at any time depute a subordinate to measure up the said work in the presence of the contractor or his authorized agent, whose countersignature to the measurement list will be sufficient to warrant and the Engineer-in-charge may prepare a bill from such list which shall be binding on the contractor in all respects.

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

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

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

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

**Clause–9: Issuance of Variation and Repeat Orders.**

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

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

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

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

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

**(F) Repeat Order:** Any cumulative variation, beyond the 15% of initial contract amount, shall be subject of another contract to be tendered out if the works are separable from the original contract.

**Clause-10: Quality Control.**

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

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

**(C) Uncorrected Defects:**

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

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

**Clause–11:**

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

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

**Clause – 12: Examination of work before covering up.**

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

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

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

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

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

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

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

**Clause–18: Financial Assistance /Advance Payment.**

**(A) Mobilization advance** is not allowed.

**(B) Secured Advance against materials brought at site.**

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

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

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

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

**Contractor Chief Engineer**

**Procuring Agency**

**FORM OF BID**

(LETTER OF OFFER)

Bid Reference No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*(Name of Works)*

**PROVIDING & LAYING WATER SUPPLY LINE IN UN-DEVELOPED**

**AREA OF SMALL INDUSTRIAL ESTATE, SANGHAR**

To:

**The Chief Engineer**

**Sindh small Industries Corporation**

**Head Office,**

**AM-310, Preedy Street, Saddar,**

**Karachi**

Gentlemen,

1. Having examined the Bidding Documents including Instructions to Bidders, Bidding Data, Conditions of Contract, Contract Data, Specifications, Drawings, if any, Schedule of Prices and Addenda Nos. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ for the execution of the above-named works, we, the undersigned, being a company doing business under the name of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and being duly incorporated under the laws of Pakistan hereby offer to execute and complete such works and remedy any defects therein in conformity with the said Documents including Addenda thereto for the Total Bid Price of Rs\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Rupees\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_) or such other sum as may be ascertained in accordance with the said Documents.

2. We understand that all the Schedules attached hereto form part of this Bid.

3. As security for due performance of the undertakings and obligations of this Bid, we submit herewith a Bid Security in the amount of \_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Rupees\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ drawn in your favour or made payable to you and valid for a period of ninety (90) 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 90 days from the date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

6. Unless and until a formal Agreement is prepared and executed, this Bid, together with your written acceptance thereof, shall constitute a binding contract between us.

7. We undertake, if our Bid is accepted, to execute the Performance Security referred to in Conditions of Contract for the due performance of the Contract.

8. We understand that you are not bound to accept the lowest or any bid you may receive.

9. We do hereby declare that the Bid is made without any collusion, comparison of figures or arrangement with any other person or persons making a bid for the Works.

Dated this \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_day of \_\_\_\_\_\_\_\_\_\_\_\_\_, 20

Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

in the capacity of \_\_\_\_\_\_\_\_\_\_\_\_\_duly authorized to sign bid for and on behalf of

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*(Name of Bidder in Block Capitals)*

*(Seal)*

Address

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Witness:

(Signature)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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| **SCHEDULE - A** | | | | | | |
|  |  |  |  |  |  |  |
| **PROVIDING & LAYING WATER SUPPLY LINE IN UN-DEVELOPED AREA OF** | | | | | | |
| **SMALL INDUSTRIAL ESTATE, SANGHAR** | | | | | | |
|  |  |  |  |  |  |  |
| Sr. No. | Item Description | Quantity | Rate | Unit | | Amount (Rs.) |
| 1. | Excavation for pipe lines in trenches, and pits in soft soils i/c trimming and dressing sides to true alignment and shape levelling of beds of trenches to correct level and grade, cutting joint holes and disposal of surplus earth within a one chain as directed by Engineer-in-Incharge, providing fence guards, lights, flags and temporary crossings for non vehicular traffic where ever required lift upto 5 ft. (1.52 m) and lead upto one chain (30.50 m). | 32970.0 | 3,600.00 | 1000 | Cft. | 118,692.00 |
| 2. | Providing PVC pipes of Class “C” (equivalent make) fixing in trench i/c cutting fitting and jointing with ‘Z’ joint with one rubber ring i/c testing with water to head of 91.5 meter or 300 ft. |  |  |  |  |  |
| a- | 4" dia | 2230.0 | 174.00 | 1 | Rft. | 388,020.00 |
| b- | 3" dia | 3265.0 | 107.00 | 1 | Rft. | 349,355.00 |
| 3. | PVC Fittings |  |  |  |  |  |
|  | **4" dia** |  |  |  |  |  |
|  | i) Unequal Tees | 6.0 | 956.25 | 1 | Each | 5,737.50 |
|  | ii) End Plugs | 1.0 | 425.00 | 1 | Each | 425.00 |
|  | iii) Bends 90° | 6.0 | 893.75 | 1 | Each | 5,362.50 |
|  | iv) Short pieces | 7.0 | 375.00 | 1 | Each | 2,625.00 |
|  | v) End Plugs | 7.0 | 368.75 | 1 | Each | 2,581.25 |
| 4. | Providing & Fixing C.I. Sluice Valve heavy pattern (Test pressure 21.0kg/sq.cm. or 300 ib/sq2. inch) (Imported) |  |  |  |  |  |
| a- | 4" dia | 1.0 | 5,460.00 | 1 | Each | 5,460.00 |
| b- | 3" dia | 1.0 | 4,290.00 | 1 | Each | 4,290.00 |
| 5. | Fire hydrant 3" dia | 2.0 | 1,687.50 | 1 | Each | 3,375.00 |
| 6. | Air Valve double acting (local) | 2.0 | 4,000.00 | 1 | Each | 8,000.00 |
| 7. | Providing and fixing valve chamber 2½x2½ (750x750 mm) inside dimension 4½’ (1372 mm) deep as per approved design for sluice valve 3” to 12” dia with 18” (457 mm) dia inside cast iron cover and frame (wt=1 cwt 3 qr) fixed in RCC 1:2:4 (102 mm) thick (with 5 Lbs steel per cft) 9” (229 mm) thick brick masonary walls set in 1:6 cement mortar 6” (1152 mm) thick cement concrete 1:3:6 in foundation 1” (25 mm) thick cement concrete 1:2:4 flooring ½ (12.5 mm) thick cement plaster 1:3 to all inside wall surfaces and to top i/c providing and fixing MS foot rest at every one foot beyond 2½ ft depth, curing, excavation, back filling and disposal of surplus earth etc; complete | 11 | 18,820.00 | 1 | Each | 207,020.00 |
| 8. | Refilling the excavated stuff in trenches 6” thick layers i/c watering ramming to full compaction etc. complete - 90% excavated earth. | 29673 | 2,760.00 | 1000 | Cft. | 81,897.48 |
|  | Total Schedule Cost: |  |  |  | **Rs.** | **1,182,840.73** |
|  | ………………..% above / below / at par. | |  |  | Rs. |  |
|  | Total Tender / Bid Cost: |  |  |  | **Rs.** |  |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  | **CHIEF ENGINEER** | Signature of Contractor | |  |  |  |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  |  |  | Seal |  |  |  |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |

**CRITERIA FOR ELIGIBILITY OF BIDDER(S)**

As per SPPRA Rule 47 & 46 (1), the bidding procedure is “Single Stage – One Envelop” and the criteria regarding eligibility and responsiveness of bid will be followed as per SPPRA Rule 42. For the purpose, the bidder must submit the followings:

|  |  |
| --- | --- |
| i) | The bidder must submit bid in light of SPPRA Rule 24 (Submission of bids). |
|  |  |
| ii) | The bidder must submit bid security equivalent to 2% of bid price along with bidding documents in light of SPPRA Rule 37. The bid validity period must be 90 days in light of SPPRA Rule 38. |
|  |  |
| iii) | The bidder must sign the form for submission of bid. |
|  |  |
| iv) | Copy of CNIC of Proprietor or partners must be submitted by the bidder. |
|  |  |
| v) | Copy of Proprietorship/Partnership Deed or Affidavit of proprietorship/ partnership must be submitted by the bidder. |
|  |  |
| vi) | The bidder must submit the copy of NTN Certificate. |
|  |  |
| vii) | The bidder must submit the copy of registration with Sindh Revenue Board. |
|  |  |
| viii) | In case of tender/bid price is of Rs. 4.00 million or more, the bidder must submit the copy of PEC Certificate for the year 2015 showing registration in category C-6 in the field CE09. |
|  |  |
| ix) | Undertaking/affidavit on stamp paper that the firm is not involved in any litigation / arbitration or has not abandoned any work or has never been black-listed in any department. |
|  |  |
| x) | Lists of works completed during last three years including the list of works which are under way along with copy of work orders including size of works. |
|  |  |
| xi) | Annual turnover for the last three years (not less than Rs. 0.60 million per year) including bank statement. |
|  |  |
|  |  |

In case, at the time of opening of bids any information from the above is found not submitted by the bidder, the bid shall stand unresponsive and rejected.

After necessary preliminary screening, the responsive bids will be evaluated and compared as per Rule 42 followed by Rules 43, 44 & 45.

**CONTRACT DATA**

*(Note: Except where otherwise indicated, all Contract Data should be filled in by the Procuring Agency prior to issuance of the Bidding Documents.)*

**Sub-Clauses of**

**Conditions of Contract**

1.1.3 Procuring Agency‘s Drawings, if any

*(To be listed by the Procuring Agency)*

1.1.4 **The Procuring Agency** means

**SINDH SMALL INDUSTRIES CORPORATION,**

**GOVERNEMNT OF SINDH**

1.1.5 **The Contractor** means

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

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

1.1.9 **Time for Completion**

***12 MONTHS***

1.1.20 **Engineer (mention the name along with the designation including whether he belongs to department or consultant) and other details**

**MR. MUHAMMAD RAFIQ**

**JOINT DIRECTOR (CIVIL)**

**SINDH SMALL INDUSTRIES CORPORATION**

**MR. FARAZ IFTIKHAR**

**ASSISTANT ENGINEER**

**SINDH SMALL INDUSTRIES CORPORATION**

1.3 **Documents forming the Contract listed in the order of priority:**

(a) The Contract Agreement

(b) Letter of Acceptance

(c) The completed Form of Bid

(d) Contract Data

(e) Conditions of Contract

(f) The completed Schedules to Bid including Schedule of Prices

(g) The Drawings, if any

(h) The Specifications

(i) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(j) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(*The Procuring Agency may add, in order of priority, such other documents as form part of the Contract. Delete the document, if not applicable)*

2.1 **Provision of Site:** On the Commencement Date

3.1 **Authorized person:\_\_\_\_\_\_\_\_\_\_\_\_**\_\_\_\_\_

3.2 **Name and address of Engineer’s/Procuring Agency’s representative**

MR. FARAZ IFTIKHAR

ASSISTANT ENGINEER

SMALL INDUSTRIAL ESTATE (EXT.), HYDERABAD, T.M. KHAN ROAD, OPP: HOOSRI, HYDERABAD.

4.4 **Performance Security:**

Amount **10% equivalent to bid cost**

Validity **upto three months beyond the completion of work**

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

5.1 **Requirements for Contractor’s design (if any):**

Specification Clause No‘s\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

7.2 **Programme:**

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

**Form of programme:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *(Bar Chart/CPM/PERT or other*)

7.4 Amount payable due to failure to complete shall be 0.05% per day up to a maximum of (10%) of sum stated in the Letter of Acceptance

7.5 **Early Completion**

In case of earlier completion of the Work, the Contractor is entitled to be paid bonus up-to limit and at a rate equivalent to 0.00% of the relevant limit and rate of liquidated damages stated in the contract data.

9.1 **Period for remedying defects**

THREE MONTHS

(From the date of completion of whole work, to be indicated by the engineer concerned.

10.2 (e) **Variation procedures:**

Day work rates \_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (details)

11.1 **Terms of Payments**

**a) Mobilization Advance**

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

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

OR

2) **Secured Advance on Materials**

(a) The Contractor shall be entitled to receive from the Procuring Agency Secured Advance against an INDENTURE BOND in P W Account Form No. 31(Fin. R. Form No. 2 acceptable to the Procuring Agency of such sum as the Engineer may consider proper in respect of non-perishable materials brought at the Site but not yet incorporated in the Permanent Works provided that:

(i) The materials are in accordance with the Specifications for the Permanent Works;

(ii) Such materials have been delivered to the Site and are properly stored and protected against loss or damage or deterioration to the satisfaction and verification of the Engineer but at the risk and cost of the Contractor;

1. The Contractor‘s records of the requirements, orders, receipts and use of materials are kept in a form approved by the Engineer, and such records shall be available for inspection by the Engineer;

(iv) The Contractor shall submit with his monthly statement the estimated value of the materials on Site together with such documents as may be required by the Engineer for the purpose of valuation of materials and providing evidence of ownership and payment therefore;

1. Ownership of such materials shall be deemed to vest in the Procuring Agency and these materials shall not be removed from the Site or otherwise disposed of without written permission of the Procuring Agency;
2. The sum payable for such materials on Site shall not exceed 75 % of the (i) landed cost of imported materials, or (ii) ex-factory / ex-warehouse price of locally manufactured or produced materials, or (iii) market price of stands other materials;
3. (vii) Secured Advance should not be allowed unless &until the previous
4. advance, if an, fully recovered;
5. (viii) Detailed account of advances must be kept in part II of running account
6. bill; and
7. (ix) Secured Advance may be permitted only against materials/quantities
8. anticipated to be consumed / utilized on the work within a period of 3
9. months from the date of issue of secured advance and definitely not for
10. full quantities of materials for the entire work/contract

(b) Recovery of Secured Advance:

(i) Secured Advance paid to the Contractor under the above provisions shall be effected from the monthly payments on actual consumption basis, but not later than period specified in the rules not more than three months (even if unutilized); other conditions.

(ii) As recoveries are made the outstanding accounts of the items concerned in Part II should be reduced b making deduction entries in the column; “deduct quantity utilized in work measured since previous bill,” equivalent to the quantities of materials used by the contractor on items of work shown as executed in part I of the bill.

(c) Interim payments: The Contractor shall submit to the Engineer monthly statements of the estimated value of the work completed less the cumulative amount certified previously.

(i) The value of work completed comprises the value of the quantities of the items in the Bill of Quantities completed.

(ii) value of secured advance on the materials and valuation of variations (if any).

(iii) Engineer may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.

(v) Retention money and other advances are to be recovered from the bill submitted by contractor.

11.2 **\***(a) **Valuation of the Works:**

i) Lump sum price \_\_\_\_\_\_\_\_\_\_\_\_\_ (details), or

ii) Lump sum price with schedules of rates \_\_\_\_\_\_\_\_\_\_\_\_ (details), or

iii) Lump sum price with bill of quantities \_\_\_\_\_\_\_\_\_\_\_\_ (details), or

iv) Re-measurement with estimated/bid quantities in the Schedule of Prices or on premium above or below quoted on the rates mentioned in CSR \_\_\_\_\_\_\_\_\_\_\_\_\_ (details), or/and

v) Cost reimbursable \_\_\_\_\_\_\_\_\_\_\_ (details)

11.3 **Percentage of retention\*:**

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

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

**Type of cover**

The Works

**Amount of cover**

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

**Type of cover**

Contractor‘s Equipment:

**Amount of cover**

Full replacement cost

**Type of cover**

Third Party-injury to persons and damage to property

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Workers:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Other cover\*:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

14.2 **Amount to be recovered**

Premium plus \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ percent (\_\_\_\_%).

15.3 **Arbitration\*\***

Place of Arbitration: \_\_\_\_\_\_\_\_\_\_