STANDARD FORM OF BIDDING DOCUMENT

**FOR**

**Procurement of works**

**ADP # 728 (2015-16)**

**PACKAGE-4**

**CONSTRUCTION OF PROTECTION (RETAINING WALL) ALONG WARAH BRANCH FROM RD 148 TO 154 B/S (IN PORTIONS)**

**YEAR 2015-16**

**Warah Division Larkana**

***Twitter.com/Arshad\_Larkana***

**BIDDING DATA**

(This section should be filled in by the Engineer/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 1.1

Name of Procuring Agency **Executive Engineer, Warah Division Larkana**

Brief Description of Works **CONSTRUCTION OF PROTECTION (RETAINING WALL) ALONG WARAH BRANCH FROM RD 148 TO 154 B/S (IN PORTIONS)**

**5.1**

(a) Procuring Agency‘s address: **o/o XEN Warah Division Larkana, Irrigation Complex VIP road Larkana**

(b) Engineer‘s address: **Larkana**

**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 and qualification and experience of the staff); iii. Construction Capacity: (mention the names and number of equipments required for the work).

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12.1

(a) A detailed description of the Works, essential technical and performance characteristics.

(b) Complete set of technical information, description data, literature and drawings as required in accordance with Schedule B to Bid, Specific Works Data. This will include but not be limited to a sufficient number of drawings, photographs, catalogues, illustrations and such other information as is necessary to illustrate clearly the significant characteristics such as general construction dimensions and other relevant information about the works to be performed.

13.1 Amount of Bid Security **2%**

14.1 Period of Bid Validity **90 Days**

14.4 Number of Copies of the Bid to be submitted: **01 Original copy**

14.6

(a) Procuring Agency's Address for the Purpose of Bid Submission:

o/o XEN Warah Division Larkana, Irrigation Complex VIP Road Larkana.

15.1 Deadline for Submission of Bids Time: **01.03.2016 @ 02:00 pm**

16.1 Venue, Time, and Date of Bid Opening Venue: Date: **01.03.2016 @ 03:00 pm**

16.4 Responsiveness of Bids (i) Bid is valid till required period

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**SCHEDULE – A TO BID**

**SCHEDULE OF PRICES**

Sr. No. Page No.

1. Preamble to Schedule of Prices………….. 24

2. Schedule of Prices……………………………… 26

\*(a) Summary of Bid Prices

\* (b) Detailed Schedule of Prices /Bill of Quantities (BOQ

--NIL--

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**SCHEDULE – F TO BID**

**(INTEGRITY PACT)**

**DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC PAYABLE BY CONTRACTORS**

**(FOR CONTRACTS WORTH RS. 10.00 MILLION OR MORE)**

Contract No.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contract Value: **RS. 26.139 MILLION**

Contract Title: **CONSTRUCTION OF PROTECTION (RETAINING WALL) ALONG WARAH BRANCH FROM RD 148 TO 154 B/S (IN PORTIONS)**

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

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

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

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

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

……………………… [Procuring Agency] [Contractor]

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**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 **Executive Engineer Warah Division Larkana**

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 **24 Months** (The time for completion of the whole of the Works should be assessed by the Procuring Agency)

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

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) Copy of Notification for Procurement Committee

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

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

4.4 Performance Security:

Amount **2%**

Validity **\_\_\_\_\_\_**

(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: **Other** (Bar Chart/CPM/PERT or other)

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

(Usually the liquidated damages are set between 0.05 percent and 0.10 percent per day.)

7.5 Early Completion

In case of earlier completion of the Work, the Contractor is entitled to be paid bonus up-to limit and at a rate equivalent to 50% of the relevant limit and rate of liquidated damages stated in the contract data.

9.1 Period for remedying defects

**01 Month**

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

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