No: TC/G-55/NIT/127 / 2016.



Sujawal dated: 11-04-/2016.

**NOTICE INVITING BIDS.**

TheStandard Sealed Bid forms as per SPPRA Rules 2010 (amended 2013) is hereby invited from the interested Bidders / Contractors/ Companies/ Firms for the execution of works under the M&R Work.

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **S.#** | **Name of work** | **Estimated Cost (in M.Rs:)** | **Earnest Money 2% (in M. Rs:)** | **Tender Fees** | **Time of completion** |
| 01. | Construction of Water Course Crossing Over Karo Gungro Outfall Drain from RD 48.0 | 52,97,997 | 1,05,960 | Rs1000/- | 01 months |

The bid documents will be issued in the office of the undersigned or can be down loaded from SPPRA Website from the date of appearance of the N.I.T in the SPPRA Web Site and News papers on payment of tender fees as shown against work upto **05-05-2016** at 01.00 P.M and the same will be received back on **05-05-2016** at 02.00 P.M and opened on same date at 03.00 P.M in the presence of Bid Opening / Evaluation Committee and Bidders or their authorized representatives who wish to be present.

**TERMS AND CONDTIONS OF THE TENDERS.**

1. Earnest money should be deposited into any scheduled Bank and receipt of Challan or call deposit to be attached with the Bids at the time of submission for competition.
2. No Conditional Bid will be entertained.
3. No Bid without call deposit will be considered.
4. All the interested bidders must be registered with Pakistan Engineering Council (PEC) for the year 2016.
5. The interested contractors/Firms must be registered with Federal Board of Revenue (F.B.R) and Sindh Revenue Board (S.R.B).
6. The conditional and suspicious bid will not be entertained.
7. The estimate, Plan and specification can be seen in the office of the undersigned on any working day during office hours.
8. The Procuring Agency may reject any or all bids subject to the relevant provision of SPPRA Rules.
9. Late submitted Bids shall not be accepted in any case.
10. Single Stage:- One Envelope procedure will be adopted for this procurement.
11. The Standard Bid Forms downloaded from SPPRA website, the tender fees will be received at the time of submission of documents.
12. Any other factor deems to be relevant.

**(MANZOOR HUSSAIN PANHYAR)**

EXECUTIVE ENGINEER

SUJAWAL DRAINAGE DIVISION

SUJAWAL

**Contd: Page No:02.**

**Page No:02.**

**Not to be published.**

**The Director (Advertisement) Government of Sindh, Karachi.**

Enclosed 07 copies with a request to publish in atleast three (03) prominent leading newspapers of English, Sindhi and Urdu.

**The Managing Director, Sindh Public Procurement Regulatory Authority ( SPPRA), Karachi.**

With a request to hoist on SPPRA Website as desired under rules.

C.c to:-

1. The Secretary to Government of Sindh, Irrigation Department, Karachi.

2. The Chief Engineer, Irrigation Kotri Barrage, Hyderabad.

3. The Superintending Engineer, Lower Sindh Drainage Circle, Hyderabad.

4. The Member (All) of Bidding Procurement Committee for information and appearance in bidding process on scheduled.

5. The Executive Engineers and Assistant Ex: Engineer (all) for information.

6. Copy to Notice Board for wide publicity.

**GOVERNMENT OF SINDH**

**IRRIGATION DEPARTMENT**

**STANDARD FROM BIDDING DOCUMENT**

**FOR**

**PROCUREMENT OF M&R WORK**

**NAME OF WORK**

**CONSTRUCTION OF WATER COURSE CROSSING OVER KARO GUNGRO OUTFALL DRAIN FROM RD 48.0**

**Issued to: - \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**DR.# \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

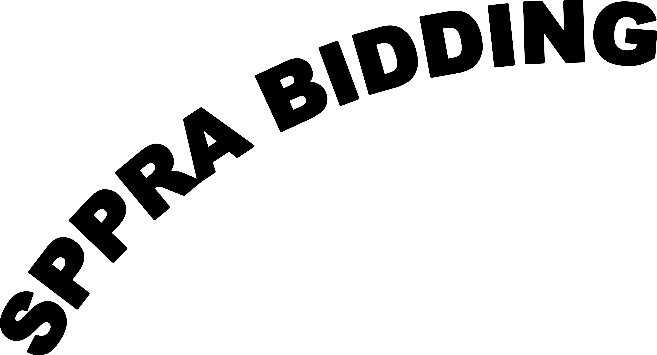
**SUJAWAL DRAINAGE DIVISION SUJAWAL**

**LOWER SINDH DRAINAGE CIRCLE**

**KOTRI BARRAGE REGION**

**HYDERABAD SINDH**

# STANDARDFORMOFBIDDINGDOCUMENT



**FOR**

**PROCUREMENTOFWORKS**

(ForContracts(Small)amountingbetweenRs.2.5milliontoRs.50million)

# INSTRUCTIONSTOPROCURINGAGENCIES

### INSTRUCTIONS TOPROCURINGAGENCIES

**(Not to beincluded inBidding Documents)**

1. **Basis ofDocuments**

TheseDocumentshavebeenpreparedasaglobaldocumentintendedtobeusedbydifferentagencies/usersaccordingtotheirrequirements.ThisdocumentisenvisagedforNationalCompetitiveBidding(NCB),meantforuseforWorkscostingnotmorethanRs.25Million.ThesedocumentsmaybetailoredaccordingtothescopeofworksaswellasincaseofcontractsonInternationalCompetitiveBidding(ICB)basis,fundedbyinternationalfinancialinstitutions/donors,withpaymentsinforeigncurrencies.ProcuringagenciesarethentotailortherelevantclausestosuittheirrequirementsincludingappropriatemodificationsintherelevantsectionsofthedocumentsinthelightofSPPRABiddingDocumentsforLargeWorks.

TheProcuringAgencyisexpectedtomanagetheContractitself.The role ofEngineermaybeaddedbytheProcuringAgency,iftheProcuringAgencywishestoengageaconsultant.TheroleoftheEngineerwithspecificdelegatedpowersundervariousclausesofInstructionstoBidderssuchasclarificationsofBidDocuments,AmendmentofBidDocuments,evaluationofBidsetc.andtoadministertheContractundervariousclausesofConditionsofContractshouldhavebeenspecified.TheProcuringAgencywillberequiredtosetoutinthespecificationsanddrawingsthefullscopeofworkincludingtheextentofdesigntobedonebythe Contractor, if any.

### Contents of Documents

AsstatedinClauseIB.4ofInstructionstoBidders,thecompleteBiddingDocumentsinadditiontoInvitationforBidsshallcompriseitemslistedthereinincludinganyaddendumtoBiddingDocumentsissuedinaccordancewithIB.6.TheStandardFormofBiddingDocuments(for Small Contracts)includes the following:

* 1. Instructions to Bidders&BiddingData
  2. Form of Bid&Schedules to Bid
  3. Conditions of Contract&ContractData
  4. StandardForms
  5. Specifications
  6. Drawings, if any

Inaddition,InstructionstoprocuringagenciesarealsoprovidedatvariouslocationsofthisdocumentwithinparenthesisorasaNote(s).Procuringagenciesareexpectedtoeditorfinalisethisdocumentaccordingly,byfillinginalltherelevantblankspacesandformsasperthe scope of thework,deletingall notes andinstructionsintended to help thebidders.

TheprocuringagencyisrequiredtopreparethefollowingforcompletionoftheBiddingDocuments:

1. InvitationforBids
2. BiddingData
3. Schedules to Bid(Samples)
4. Schedule ofPrices(Format)
5. ContractData
6. Specifications
7. Drawings, if any

TheProcuringagency‘sattentionisdrawntothefollowingwhilefinalizingtheBiddingDocuments.

### NoticeInviting Tender/InvitationforBids/ Request for Expression ofInterest

The―NoticeInvitingTender‖ismeantforpublicationoftendersforcallingbidsinthenewspapersand SPPRA Website.

TheblankspaceswherevershownarerequiredtobefilledbytheProcuringAgencybeforeissuance of BiddingDocuments.

TheProcuringAgencymaymodifypara1ofNoticeInvitingTenderasperitsrequirements.Thenoticeshouldbepublishedsoastogivetheinterestedbidderssufficientworkingperiodforpreparationandsubmissionofbids–notlessthan15daysforNationalCompetitiveBiddingand 45 days forInternational Competitive Bidding (SPP Rule 18).

* 1. TheeligiblebiddersaredefinedinIB.2;thetextcanbeamendedbytheProcuringAgencyasdeemedappropriate.

*2.*Thenon-refundablefeeforthesaleofBiddingDocumentsshouldbenominalsoastocoverprinting/reproductionandmailingcostsandtoensurethatonlybona-fidebidders shall apply(SPP Rule20).

1. TheamountofBidSecurity shouldbealumpsumfigureorapercentage,butnotlessthan1%andmorethan5%ofbidpriceandshouldbeinaccordancewithIB.13.1(SPP Rule37).
2. Ifthevenue of receipt of bids and the openingof bids is the same, thetime***s*** forreceiptandopeningofbidsaretobeenteredinlastParaoftheNoticeInvitingTender,otherwiseindicatethename,addressandexactlocationfortheopeningofbids.However thedatefor the receiptand the openingof bids shall besame (SPP Rule41).

### InstructionstoBidders

TheseInstructionstoBidderswillnotbepartofContractandwillceasetohaveeffectoncethe Contract is signedalongwith BiddingData.

TheInstructionstoBidderscanbeusedasgiven.ProcuringagencymayhavetomakechangesunderBiddingData.

TheProcuringAgency‘sorEngineer‘sRepresentative,ifany***,***shallexercisepowersoftheEngineer/ProcuringAgencyunderandinconnectionwithClausesIB.5,IB.6,IB.16,etc.In

caseanEngineerhasbeenappointedbytheProcuringAgency,theaforesaidclausesmaybemodifiedaccordinglytospecifytheroleoftheEngineerbytheProcuringAgency,otherwisetheEngineer‘sreferencewhereverexist,exceptSub-Clause 1.1.20& Clause15ofConditionsof Contract and Item 1.1.20 of ContractData,shall be deleted.

### Bidding Data

TheblankspaceswherevershowninBiddingDataarerequiredtobefilledbytheEngineer/ProcuringAgencybefore issuance of BiddingDocuments.

* 1. Contents of IB.10.3 maybe retained or modified bythe Procuring Agency.
  2. ProcuringAgencyshould insertrequiredexperience inIB.11.2.
  3. ReferringtoIB.14.1,theperiodofbidvaliditymayrangefrom30to90daysdependinguponthesizeandnatureoftheworks.Numberofdaysshallbefilledinasper Procuring Agency‘srequirements.
  4. ContentsofIB.16.3toIB.16.8mayberetainedormodifiedbytheProcuringAgencyin accordance withits requirements.

### Schedulesto Bid

SpecimenofSchedulestoBidincludingformatofScheduleofPricesareprovidedinthisdocument. TheProcuringAgencymayadd/delete/modifyas perits requirement.

TheblankspaceswherevershownarerequiredtobefilledbytheEngineer/ProcuringAgencybeforeissuanceofBiddingDocumentsexceptthoserequiredtobeprovidedbytheContractor.

### Conditions ofContract

TheprocuringagencywhilepreparingContractData,shallensurethatnoClauseofConditionsofContractisdeletedandthatthechangesincluded in Contract Datashall besuchasnottochangethespiritofthedocument.AnyadjustmentorchangeinclausesofConditionsofContracttomeetspecificprojectfeaturesshallbemadewithcareandincorporated in ContractData.

### ContractData

TheblankspaceswherevershownarerequiredtobefilledbytheEngineer/ProcuringAgencybefore issuance of BiddingDocuments.

* 1. ReferringtoSub-Clause1.1.1ofConditionsofContract,theEngineer/ProcuringAgencymayadd,inorderofpriority,suchotherdocumentsastoformpartoftheContract*,*in Sub-Clause1.3 ofthe ContractData.
  2. TheProcuringAgency‘sRepresentative,ifany,shallexercisepowersoftheProcuringAgencyunderandinconnectionwithSub-Clauses1.3,2.3,4.2,4.3,5.1,7.3,8.2,9.1,9.2,10.1,10.2.10.5,11.1,11.5,12.1,13.2and14.1oftheConditionsofContract.IncaseanEngineerhasbeenappointedbytheProcuringAgency,theaforesaidclausesmaybe modifiedaccordinglybythe Procuring Agency.
  3. ThesuminsuredfordifferentinsurancesincludingminimumamountofthirdpartyinsuranceshouldbeassessedbytheEngineer/ProcuringAgencyandenteredinContractData.SuchinsurancecovershallbecarriedoutwithInsuranceCompanyhavingatleast AA ratingfrom PACRA/ JCR in the favour ofthe procuring agency.
  4. ThetimeforcompletionofthewholeoftheworksshouldbeassessedbytheEngineer/ProcuringAgencyandentered in the ContractData.
  5. TheConditionsofContractcontainnooveralllimitontheContractor‘sliability.Theamountof**liquidateddamages**perdayofdelayshallbeenteredbytheEngineer/ProcuringAgencyinContractData.Usuallytheliquidateddamagesaresetbetween**0.05percentand0.10percentperdayandthemaximumlimitas10percent ofcontractprice stated inthe Letter ofAcceptance.**
  6. Any amendmentand/oradditionstotheConditionsoftheContractthatarespecifictoagivenBid/ContractshouldbeincludedbytheProcuringagency.Thismayincludebut not belimited to the provisionsregardingthe following:
     1. TermsofPaymentshouldbepreparedandincorporatedinContractDatabythe Engineer/Procuring Agency.
     2. TheEngineer/ProcuringAgencytomakesurethatalltaxesanddutiesareincluded bythe Bidders/Contractors in theirprices.

### Specifications

To bepreparedandincorporated bythe Engineer/ProcuringAgency

### Drawings

To bepreparedandincorporated bythe Engineer/Procuring Agency, if required.

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# INVITATIONFORBIDS

### INVITATIONFOR BIDS

**Date: BidReference No.:**

1. TheProcuringAgency, [*enternameoftheprocuringagency*],invitessealedbidsfrominterestedfirmsorpersonslicensedbythePakistanEngineeringCouncilinthe*appropriate*category(*notrequiredforworkscostingRs2.5millionorless)and/orduly*pre-qualified(*ifpre-qualificationisdoneforspecificscheme/project)*withtheProcuringAgencyfortheWorks**,** [*entertitle,type andfinancialvolumeofwork*],whichwill be completed in [*enter appropriate timeperiod*]days.
2. AcompletesetofBiddingDocumentsmaybepurchasedbyaninterestedeligiblebidderonsubmissionofawrittenapplicationtotheofficegivenbelowanduponpaymentofanon-refundablefeeof Rupees (*InsertAmount).*Biddersmayacquirethe BiddingDocumentsfromthe Officeof the ProcuringAgency,at (MailingAddress).
3. All bids must be accompaniedby a BidSecurityin the amountof Rs. (Rupees ) or\_ percentageofbidpriceintheformof (*payorder / demanddraft / bank guarantee*) andmust be deliveredto (*IndicateAddressand ExactLocation*) ator before hours,on (Date).Bidswillbeopenedat hoursonthesameday inthepresenceofbidders‘representativeswhochoosetoattend,atthesameaddress[*indicate the address if it differs*].

[Note: 1. *ProcuringAgency to enter the requisite information in blank spaces.*

* 1. *Thebidshallbeopenedwithinonehour afterthedeadlineforsubmissionofbids.]*

**INSTRUCTIONSTO BIDDERS**

**&BIDDINGDATA**

### Notes on the Instructions to Bidders

Thissectionofthebiddingdocumentsshouldprovidetheinformationnecessaryforbidderstoprepareresponsivebids,inaccordancewiththerequirementsoftheProcuringAgency.Itshouldalsogiveinformationonbidsubmission,openingandevaluation,andontheawardofcontract.

MattersgoverningtheperformanceoftheContractorpaymentsunderthe Contract,ormattersaffectingtherisks,rights,andobligationsofthepartiesundertheContractarenotnormallyincludedinthisSection,butratherintheappropriatesectionsofthe*ConditionsofContract*and/or *Contract Data.*

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### INSTRUCTIONS TOBIDDERS

(Note: (*TheseInstructionsto Bidders(IB)along with Bidding Data will not be part ofContract and will cease to have effect oncethe Contract is signed).*

### GENERALIB.1 Scope ofBid& Source ofFunds

* 1. **Scope ofBid**

TheProcuringAgencyasdefinedintheBiddingData(hereinaftercalled―theProcuringAgency‖)wishestoreceiveBidsfortheWorkssummarizedintheBiddingData(hereinafterreferredtoas―theWorks‖).

Biddersmustquoteforthecompletescopeofwork.AnyBidcoveringpartialscopeofwork will be rejectedasnon-responsive.

### Source ofFunds

TheProcuringAgencyhasarrangedfundsfromitsownsourcesor*Federal/Provincial*

*/Donoragencyoranyothersource,*whichmaybeindicatedaccordinglyinbiddingdatatowards the cost of the project/scheme.

### IB.2 Eligible Bidders

* 1. Biddingis open to allfirms and personsmeetingthe followingrequirements:
     1. duly licensedby the PakistanEngineeringCouncil(PEC) in the appropriatecategoryfor value ofworks.

ProvidedthattheworkscostingRs.2.5millionorlessshallnotrequireanyregistrationwith PEC .

* + 1. dulypre-qualified with the Procuring Agency.(*Where required*).

Intheeventthatprequalificationofpotentialbiddershasbeenundertaken,only bidsfromprequalifiedbidders will be considered foraward ofContract.

* + 1. if prequalificationhas not undertaken, the procuringagencymayaskinformationanddocuments not limited to following:-
       1. companyprofile;
       2. works of similarnatureand size for eachperformed in last*3/5* years;
       3. constructionequipments;
       4. qualificationandexperience of technicalpersonnelandkeysitemanagement;
       5. financialstatement of last 3 years;
       6. informationregardinglitigationsandabandonedworks if any.

### IB.3 CostofBidding

3.1ThebiddershallbearallcostsassociatedwiththepreparationandsubmissionofitsbidandtheProcuringAgencywillinnocaseberesponsibleorliablefor thosecosts,regardless of the conduct or outcomeof thebiddingprocess (SPP Rules 24 &25).

### BIDDINGDOCUMENTSIB.4 Contents ofBiddingDocuments

* 1. InadditiontoInvitationforBids,theBiddingDocumentsarethosestatedbelow,andshouldbereadinconjunctionwithany AddendumissuedinaccordancewithSub-ClauseIB.6.1.
     1. Instructions to Bidders&BiddingData
     2. Form of Bid,QualificationInformation&Schedules to BidSchedules to Bidcomprise the following:
        1. ScheduleA:Schedule ofPrices/Bill of Quantities(BoQ).
        2. ScheduleB:SpecificWorksData
        3. Schedule C: Works to be Performed bySubcontractors
        4. ScheduleD:ProposedProgramme of Works
        5. ScheduleE:Method of PerformingWorks
        6. ScheduleF:IntegrityPact(workscostingRs 10 million andabove)
     3. Conditions of Contract&ContractData
     4. StandardForms:
        1. Form of BidSecurity,
        2. Form of Performance Security;(iii)Form of ContractAgreement;

(iv)Form of BankGuaranteefor Advance Payment.

* + 1. Specifications
    2. Drawings, if any

### IB.5 ClarificationofBidding Documents

* 1. A prospective bidderrequiringanyclarification(s)in respect of the BiddingDocumentsmaynotifythe Engineer/ProcuringAgencyat theEngineer‘s/Procuring Agency‘saddressindicated in the BiddingData.
  2. Aninterestedbidder,whohasobtainedbiddingdocuments,mayrequestforclarification

ofcontentsofbiddingdocumentsinwritingandprocuringagencyshallrespondtosuchquarriesinwritingwithinthreecalendardays,providedtheyarereceivedatleastfivecalendardays priorto the date ofopeningof bid (SPP Rule 23-1).

;

### IB.6 Amendment ofBiddingDocuments(SPPRules 22(2)&22).

* 1. AtanytimepriortothedeadlineforsubmissionofBids,theProcuringAgencymay,foranyreason,whetherathisowninitiativeorinresponsetoaclarificationrequestedbyainterestedbidder, modifythe BiddingDocuments byissuingaddendum.
  2. AnyaddendumthusissuedshallbepartoftheBiddingDocumentspursuanttoSub-Clause6.1hereof,andshallbecommunicatedinwritingtoallpurchasersoftheBiddingDocuments.Prospectivebiddersshallacknowledgereceiptofeachaddenduminwritingto the Procuring Agency.
  3. Toaffordinterestedbiddersreasonabletimeinwhichtotakeanaddendumintoaccountinpreparing theirBids,theProcuringAgencymayat its discretion extend thedeadline forsubmission of Bids.

### PREPARATION OFBIDS

**IB.7 LanguageofBid**

7.1 All documentsrelatingto the Bid shall bein the language specified in the Contract Data.

### IB.8 DocumentsComprising theBid

* 1. TheBid submitted bythe biddershall comprise the following:
     1. Offer/CoveringLetter
     2. Form of Bid dulyfilled,signedandsealed, in accordance with IB.14.3.
     3. Schedules(A to F)to Bidduly filled andinitialed,in accordancewith theinstructionscontainedtherein&in accordance with IB.14.3.

1. BidSecurityfurnished in accordance with IB.13.
2. Power ofAttorneyin accordance with IB14.5.
3. Documentaryevidence in accordance withIB.2(c)&IB.11

(g) Documentaryevidence in accordance with IB.12.

### IB.9 Sufficiency ofBid

9.1 EachbiddershallsatisfyhimselfbeforeBiddingastothecorrectnessandsufficiencyofhisBidandofthepremiumontheratesofCSR/ratesandpricesquoted/enteredintheScheduleofPrices,whichratesandprices shall except in sofarasitisotherwiseexpresslyprovidedintheContract,coverallhisobligationsundertheContractandallmatters and thingsnecessaryfor the propercompletion oftheworks.

9.2ThebidderisadvisedtoobtainforhimselfathisowncostandresponsibilityallinformationthatmaybenecessaryforpreparingthebidandenteringintoaContractforexecution ofthe Works.

### IB.10 BidPrices,Currency ofBidand Payment

* 1. ThebiddershallfilluptheScheduleofPrices(ScheduleAtoBid)indicatingthepercentageaboveorbelowtheCompositeScheduleofRates/unitratesandpricesoftheWorkstobeperformedundertheContract.PricesintheScheduleofPrices/BillofQuantitiesshallbequotedentirely inPakRupeeskeepinginviewtheinstructionscontained in the Preamble to Schedule ofPrices.
  2. UnlessotherwisestipulatedintheConditionsofContract,pricesquotedbythebiddershallremainfixedduringthebidder‘sperformanceoftheContractandnotsubjecttovariation on anyaccount.
  3. Theunit ratesandprices in the Schedule ofPricesor percentage above or below on thecomposite schedule ofrates shall bequoted bythebidderin the currencyasstipulated inBiddingData.
  4. ItemsforwhichnorateorpriceisenteredbytheBidderwillnotbepaidforbytheProcuringAgencywhenexecutedandshallbedeemedcoveredbytheotherratesandprices in the Bill of Quantities.

### IB.11 DocumentsEstablishingBidder’sEligibilityandQualifications

* 1. Pursuant to Clause IB.8, thebiddershallfurnish,aspart of itsbid, documentsestablishingthebidder‘seligibilitytobidanditsqualificationstoperformtheContractifitsbidisaccepted.
  2. BiddermustpossessandprovideevidenceofitscapabilityandtheexperienceasstipulatedinBiddingDataandtheQualificationCriteriamentionedintheBiddingDocuments.

### IB.12 Documents Establishing Works’Conformityto Bidding Documents

* 1. ThedocumentaryevidenceoftheWorks‘conformitytotheBiddingDocumentsmaybeintheformofliterature,drawingsanddataandthebiddershallfurnishdocumentationasset out in BiddingData.
  2. Thebiddershallnotethatstandardsforworkmanship,materialandequipment,andreferencestobrandnamesorcataloguenumbers,ifany*,*designatedbytheProcuringAgencyin the Technical Provisions areintended to be descriptive onlyand not restrictive.

### IB.13 BidSecurity

* 1. Eachbiddershallfurnish,aspartofhisbid,attheoptionofthebidder,aBidSecurityaspercentageofbidprice/estimatedcostorintheamountstipulatedinBiddingDatainPak.Rupeesintheformof*DepositatCall/Payee’sOrderoraBankGuarantee*issuedbyaScheduledBankinPakistaninfavouroftheProcuringAgencyvalidforaperioduptotwentyeight(28)daysbeyondthebidvaliditydate(*Bidsecurityshouldnotbebelow1%.and not exceeding 5% of bid price/estimatedcost SPP Rule 37*).
  2. AnybidnotaccompaniedbyanacceptableBidSecurityshall be rejected bytheProcuringAgencyasnon-responsive.
  3. Thebidsecuritiesofunsuccessfulbidderswillbereturneduponawardofcontracttothesuccessful bidderoron the expiryof validityof BidSecuritywhichever is earlier.
  4. TheBidSecurityofthesuccessfulbidderwillbereturnedwhenthebidderhasfurnishedthe requiredPerformance Security,andsigned the ContractAgreement(SPP Rule 37).
  5. TheBidSecuritymaybe forfeited:
     1. if abidderwithdraws hisbid duringthe period ofbid validity; or
     2. ifabidderdoesnotacceptthecorrectionofhisBidPrice,pursuanttoSub-Clause

16.4 (b) hereof; or

* + 1. in the case of asuccessfulbidder, if hefails within the specified time limit to:
       1. furnish the requiredPerformance Securityor
       2. sign the ContractAgreement.

### IB.14 Validity of Bids, Format, Signing andSubmissionofBid

14.1BidsshallremainvalidfortheperiodstipulatedintheBiddingDataafterthedateofbidopening.

14.2Inexceptionalcircumstances,ProcuringAgencymayrequestthebidderstoextendtheperiodofvalidityforaadditionalperiodbutnotexceeding1/3oftheoriginalperiod.Therequestandthebidders‘responsesshallbemadeinwritingorbycable.ABiddermayrefusetherequestwithoutforfeitingtheBidSecurity.ABidderagreeingtotherequestwillnotberequiredorpermittedtootherwisemodifytheBid,butwillberequiredtoextendthevalidityofBidSecurityfor theperiodofthe extension, and in compliance withIB.13 in all respects (SPP Rule 38).

* 1. All Schedules to Bidareto be properlycompletedandsigned.
  2. NoalterationistobemadeintheFormofBidexceptinfillinguptheblanksasdirected.Ifanyalterationbemadeoriftheseinstructionsbenotfullycompliedwith,thebidmaybe rejected.
  3. EachbiddershallprepareOriginalandnumberofcopiesspecifiedintheBiddingDataofthe documentscomprisingthe bid asdescribedin IB.8andclearlymarkthem

―ORIGINAL‖and―COPY‖asappropriate.Intheeventofdiscrepancybetweenthem,the

originalshallprevail.

* 1. The originalandallcopies ofthe bid shall betyped or written in indelible ink andshall besignedbyapersonor persons dulyauthorized to sign (in the case of copies, Photostats arealsoacceptable).This shall beindicatedbysubmittinga writtenPowerofAttorneyauthorisingthesignatory ofthebiddertoactforandonbehalfofthebidder.Allpagesofthebidshallbeinitialedandofficialsealbeaffixedbythepersonorpersonssigningthebid.
  2. TheBidshallbedeliveredinpersonorsentbyregisteredmailattheaddresstoProcuringAgencyasgiven in BiddingData.

### SUBMISSION OFBID

**IB.15 Deadline for Submission,Modification&Withdrawal ofBids**

* 1. Bids must be received bythe ProcuringAgencyat the address/provided in BiddingDatanot laterthan thetime anddatestipulatedtherein.
  2. Theinnerand outerenvelopesshall
     1. be addressed to the ProcuringAgencyat the addressprovided in the BiddingData;
     2. bear thenameandidentification numberof theContract as defined in the BiddingandContractData;and
     3. provide awarningnot to openbefore the specified time anddatefor Bid openingasdefined in the BiddingData.
     4. in addition to the identificationrequired in 15.2, the innerenvelopesshallindicatethe nameandaddress of the Bidderto enable the Bid to be returnedunopened incase it is declaredlate.
     5. If theouterenvelope is not sealedandmarkedasabove, the ProcuringAgencywillassume no responsibilityfor the misplacement or premature openingof theBid.
  3. Bids submitted throughtelegraph, telex, faxor e-mailshall not be considered.
  4. AnybidreceivedbytheProcuringAgencyafterthedeadlinefor submissionprescribedinBiddingDatawill be returnedunopened to suchbidder.
  5. AnybiddermaymodifyorwithdrawhisbidafterbidsubmissionprovidedthatthemodificationorwrittennoticeofwithdrawalisreceivedbytheProcuringAgencypriortothe deadline for submission ofbids.
  6. WithdrawalofabidduringtheintervalbetweenthedeadlineforsubmissionofbidsandtheexpirationoftheperiodofbidvalidityspecifiedintheFormofBidmayresultinforfeiture of the BidSecuritypursuant to IB.13.5(a).

### BID OPENINGANDEVALUATIONIB.16 BidOpening, Clarificationand Evaluation(SPPRules 41, 42 &43)

* 1. TheProcuringAgencywillopenthebids,inthepresenceofbidders‘representativeswho

choose to attend, at thetime, dateandin the place specified in the BiddingData.

* 1. Thebidder‘sname,BidPrices,anydiscount,thepresenceorabsenceofBidSecurity,andsuchotherdetailsastheProcuringAgencyatitsdiscretionmayconsiderappropriate,willbeannouncedbytheProcuringAgencyatthebidopening.TheProcuringAgencywillrecordtheminutesofthebidopening.Representativesofthebidderswhochoosetoattendshallsign the attendance sheet.

AnyBidPriceordiscountwhichisnotreadoutandrecordedatbidopeningwillnotbetaken into account in the evaluation of bid.

* 1. Toassistintheexamination,evaluationandcomparisonofBidstheEngineer/ProcuringAgencymay,atitsdiscretion,askthebidderforaclarificationofitsBid.Therequestforclarificationandtheresponseshallbeinwritingandnochangeinthepriceorsubstanceofthe Bid shall be sought,offered or permitted (SPP Rule 43).
  2. (a)Priortothedetailedevaluation,pursuantto IB.16.7to 16.9, theEngineer/ProcuringAgencywilldeterminethesubstantialresponsivenessofeachbidtotheBiddingDocuments.Forpurposeoftheseinstructions,asubstantiallyresponsivebidisonewhichconformstoallthetermsandconditionsoftheBiddingDocumentswithoutmaterialdeviations.Itwillincludedeterminingtherequirementslisted inBiddingData.

(b) Arithmeticalerrors will be rectified on the followingbasis:

Ifthereisadiscrepancybetweentheunitpriceandtotalpricethatisobtainedbymultiplyingtheunitpriceandquantity,theunitpriceshallprevailandthetotalpriceshallbecorrected.Ifthereisadiscrepancybetweenthewordsandfigurestheamountinwordsshallprevail.IfthereisadiscrepancybetweentheTotalBidpriceenteredinFormofBidandthetotalshowninScheduleofPrices-Summary,theamountstatedintheFormofBidwillbecorrectedbythe ProcuringAgencyinaccordance with the CorrectedSchedule ofPrices.

IfthebidderdoesnotacceptthecorrectedamountofBid,hisBidwillberejectedand his BidSecurityforfeited.

* 1. ABiddeterminedassubstantiallynon-responsivewillberejectedandwillnotsubsequentlybemaderesponsive bythe bidderbycorrection ofthe non-conformity.
  2. Anyminorinformalityornon-conformityorirregularityinaBidwhichdoesnotconstituteamaterialdeviation**(majordeviation)**maybewaivedbyProcuringAgency,

providedsuchwaiverdoes not prejudiceoraffect therelativerankingofanyotherbidders.

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

* + 1. hasbeen not properlysigned;
    2. is not accompanied bythe bid securityof requiredamountandmanner;
    3. stipulatingprice adjustmentwhen fixed price bids werecalledfor;
    4. failingto respond to specifications;
    5. failingto complywith Mile-stones/Criticaldatesprovided in BiddingDocuments;
    6. sub-contractingcontraryto theConditions of Contractspecified in BiddingDocuments;
    7. refusingto bearimportantresponsibilitiesandliabilitiesallocated in the BiddingDocuments, such asperformance guarantees and insurance coverage;
    8. takingexception to critical provisions such asapplicable law, taxes and duties anddispute resolutionprocedures;
    9. a materialdeviation or reservation is one:
       1. whichaffect in anysubstantialwaythe scope,qualityor performance of theworks;
       2. adoption/rectificationwhereof would affectunfairlythe competitivepositionofotherbidderspresentingsubstantiallyresponsive bids.

### (B) Minor Deviations

Bidsthatofferdeviationsacceptable to the ProcuringAgencyandwhichcan be assigned a monetaryvaluemaybe consideredsubstantiallyresponsive atleastas to theissueof fairness. This valuewould however beaddedas an adjustmentforevaluationpurposes onlyduringthe detailedevaluationprocess.

* 1. The Engineer/ProcuringAgencywill evaluateandcompareonlythebids previouslydeterminedtobesubstantiallyresponsivepursuanttoIB.16.4to16.6asperrequirementsgivenhereunder.Bidswillbeevaluatedforcompletescopeofworks.Thepriceswillbecompared on the basis of theEvaluatedBidPrice pursuant toIB.16.8hereinbelow.

**TechnicalEvaluation:**Itwillbeexaminedindetailwhether theworksofferedbythebiddercomplieswiththeTechnicalProvisionsoftheBiddingDocuments.Forthispurpose,thebidder‘sdatasubmittedwiththebidinScheduleB toBidwillbecomparedwithtechnicalfeatures/criteriaoftheworksdetailedintheTechnicalProvisions.OthertechnicalinformationsubmittedwiththebidregardingtheScope of Work will also be reviewed.

* 1. EvaluatedBidPrice

Inevaluatingthebids,theEngineer/ProcuringAgencywilldetermineforeachbidinadditiontotheBidPrice,thefollowingfactors(adjustments)inthemannerandtotheextent indicatedbelow to determine the EvaluatedBidPrice:

* + 1. makinganycorrectionforarithmetic errorspursuant to IB.16.4hereof.
    2. discount,ifany,offeredbythebiddersasalsoreadoutandrecordedatthetimeofbid opening.
    3. excluding**provisionalsums**and the provisions for**contingencies**in the Bill ofQuantities**ifany**, but including**Daywork,** wherepricedcompetitively.

### IB.17 Process to beConfidential

* 1. SubjecttoIB.16.3heretofore,nobiddershallcontactEngineer/ProcuringAgencyonanymatterrelatingtoitsBidfromthetimeoftheBidopeningtothetimethebidevaluationresultisannouncedbytheProcuringAgency.Theevaluationresultshallbeannouncedatleastseven(07)dayspriortoawardofContract(SPPRule45).Theannouncementtoallbidderswillincludetable(s)comprisingreadoutprices,discountedprices,priceadjustmentsmade,finalevaluatedpricesandrecommendationsagainstallthebidsevaluated.
  2. AnyeffortbyabiddertoinfluenceEngineer/ProcuringAgencyintheBidevaluation,BidcomparisonorContractAwarddecisionsmayresultintherejectionofhisBid.Whereasanybidderfeelingaggrieved,maylodgeawrittencomplainttoComplaintRedressalCommitteeaspertermsandconditionsmentionedinSPPRules31& 32.However,merefact of lodginga complaint shall not warrantsuspension of procurementprocess.
  3. Biddersmaybeexcludedifinvolvedin**“CorruptandFraudulentPractices”**meanseither oneor anycombination ofthe practicesgivenbelow SPP Rule2(q);

1. ―**CoercivePractice**‖meansanyimpairingorharming,orthreateningtoimpairorharm,directlyorindirectly,anypartyorthepropertyofthepartytoinfluencetheactionsofapartytoachievea wrongfulgain or to cause awrongful loss to another party;
2. ―**CollusivePractice**‖meansanyarrangementbetweentwoormorepartiestotheprocurementprocessorcontractexecution,designedtoachieve withorwithout the knowledge ofthe procuringagencyto establish prices at artificial,noncompetitivelevels for anywrongfulgain;

(iii)**“CorruptPractice”**meanstheoffering,giving,receivingorsoliciting,directlyorindirectly, of anythingof value to influence the acts of anotherpartyfor wrongfulgain;

(iv)―**FraudulentPractice”**meansanyactoromission,includingamisrepresentation,thatknowinglyorrecklesslymisleads,orattemptstomislead,apartytoobtainafinancialorotherbenefit or to avoid an obligation;

(v)**“ObstructivePractice”**meansharmingorthreateningtoharm,directlyorindirectly,personsortheirpropertytoinfluencetheirparticipationinaprocurementprocess,oraffecttheexecution ofa contract or deliberatelydestroying,falsifying,alteringor concealingof

evidencematerialtotheinvestigationormakingfalsestatementsbeforeinvestigatorsinordertomateriallyimpedeaninvestigationintoallegationsofacorrupt,fraudulent,coerciveorcollusivepractice;orthreatening,harassingorintimidatinganypartytopreventitfromdisclosingitsknowledgeofmattersrelevanttotheinvestigationorfrompursuingtheinvestigation,oractsintendedtomateriallyimpedetheexerciseofinspectionandauditrightsprovidedforundertheRules.

### IB.18.Post Qualification

* 1. **AWARD OFCONTRACT**
  2. TheProcuringAgency,atanystageofthebidevaluation,havingcrediblereasonsforor*primafacie*evidenceofanydefectincontractor‘scapacities,mayrequirethecontractorstoprovideinformationconcerningtheirprofessional,technical,financial,legalormanagerialcompetence whetheralreadypre-qualified or not:

Provided,thatsuchqualificationshallonlybelaiddownafterrecordingreasonsthereforein writing.Theyshall formpart of the records of that bid evaluationreport.

* 1. Thedeterminationwilltakeintoaccountthebidder‘sfinancialandtechnicalcapabilities.Itwillbebaseduponanexaminationofthedocumentaryevidenceofthebidders‘qualificationssubmittedunderB.11,aswellassuchotherinformationrequiredintheBiddingDocuments.

### IB.19 Award Criteria&ProcuringAgency’s Right

* 1. SubjecttoIB.19.2,theProcuringAgencywillawardtheContracttothebidderwhosebidhasbeendeterminedtobesubstantiallyresponsivetotheBiddingDocumentsandwhohasofferedthelowestevaluatedBidPrice,providedthat such bidderhasbeendeterminedtobequalifiedtosatisfactoryperformtheContractinaccordancewiththeprovisionsoftheIB.18.
  2. NotwithstandingIB.19.1,theProcuringAgencyreservestherighttoacceptorrejectanybid,andtoannulthebiddingprocessandrejectallbids,atanytimepriortoawardofContract,withouttherebyincurringanyliabilitytotheaffectedbiddersoranyobligationtoinformtheaffectedbiddersofthegroundsfortheProcuringAgency‘sactionexceptthatthegroundsforitsrejectionofallbidsshalluponrequestbecommunicated,toanybidderwhosubmittedabid,withoutjustificationofthegrounds.Noticeoftherejectionof all thebids shall be givenpromptlyto all the bidders (SPP Rule 25).

### IB.20 NotificationofAward & Signing ofContractAgreement

* 1. PriortoexpirationoftheperiodofbidvalidityprescribedbytheProcuringAgency,theProcuringAgencywillnotifythesuccessfulbidderinwriting(―LetterofAcceptance‖)that his bid hasbeenaccepted (SPP Rule 49).
  2. Withinseven(07)daysfromthedateoffurnishingofacceptablePerformanceSecurityundertheConditionsofContract,theProcuringAgencywillsendthesuccessfulbiddertheFormofContractAgreementprovidedintheBiddingDocuments,incorporatingallagreementsbetween the parties.
  3. TheformalAgreementbetweentheProcuringAgencyandthesuccessfulbidderdulystampedatrateof----%ofbidprice(updatedfromtimetotime)statedinLetterofAcceptanceshallbeexecutedwithinseven(07)daysofthereceiptofFormofContractAgreement bythe successful bidderfrom the Procuring Agency.

### IB.21 Performance Security

* 1. The successful biddershall furnish to the ProcuringAgencya Performance Securityin theformandtheamountstipulatedintheConditionsofContractwithinaperiodoffourteen

(14) daysafter thereceipt of Letter ofAcceptance (SPP 39).

* 1. FailureofthesuccessfulbiddertocomplywiththerequirementsofSub-ClausesIB.20.2

&20.3or21.1orClauseIB.22shallconstitutesufficientgroundsfortheannulmentofthe awardandforfeiture of the BidSecurity.

* 1. PublicationofAwardofContract:withinsevendaysoftheawardofcontract,theprocuringshallpublishonthewebsiteoftheauthorityandonitsownwebsite,ifsuchawebsiteexists,theresultsofthebiddingprocess,identifyingthebidthroughprocurementidentifyingNumberifanyand the followinginformation:

1. Evaluation Report;
2. Form ofContract and letter ofAward;
3. Bill ofQuantities or Schedule ofRequirements.(SPP Rule 50)

**IB.22IntegrityPact**TheBiddershallsignandstamptheFormofIntegrityPactprovidedatSchedule-FtoBidintheBiddingDocumentforallSindhGovernmentprocurementcontractsexceedingRupeesten(10)million.FailuretoprovidesuchIntegrityPactshallmakethebidnon-responsive (SPP Rule 89).

### BIDDINGDATA

(Thissectionshouldbefilledin bytheEngineer/ProcuringAgencybeforeissuanceoftheBiddingDocuments.Thefollowingspecificdatafortheworkstobetenderedshallcomplement,amend,orsupplementtheprovisionsintheInstructionstoBidders.Whereverthereisaconflict,the provisionsherein shall prevailover thosein the Instructions to Bidders.)

### InstructionstoBiddersClause Reference

1.1 **Name of ProcuringAgency**

**Executive Engineer Sujawal Drainage Division Sujawal**

(*Insert nameof the ProcuringAgency)*

### BriefDescription ofWorks

**Construction of Water Course Crossing over Karo Gungro Outfall Drain from RD 48.0**

5.1 (a) Procuring Agency‘saddress:

**Executive Engineer Sujawal Drainage Division Sujawal**

(*Insertaddress of the ProcuringAgency with telex/fax)*

(b) Engineer‘s address:

**Executive Engineer Sujawal Drainage Division Sujawal**

**Irrigation Colony @ Sujawal**

(*Insert nameand address of the Engineer, if any, with telex/fax.)*

10.3 Bid shall bequoted entirelyin Pak. Rupees. Thepaymentshall bemadein Pak. Rupees.

* 1. The bidderhas the financial,technical and constructionalcapabilitynecessaryto performthe Contract as follows:*(Insertrequiredcapabilities and documents)*
     1. Financialcapacity: (*must have turnover of Rs-----Million);*

*ii.* Technical capacity*:(mention the appropriatecategory of registration with PEC andqualification and experience of the staff);*

iii. ConstructionCapacity: (*mention the names and numberof equipments required forthework).*

12.1 (a) A detaileddescriptionof the Works, essentialtechnicalandperformancecharacteristics.

(b)Completesetoftechnicalinformation,descriptiondata,literatureanddrawingsasrequiredinaccordancewithScheduleBtoBid,SpecificWorksData.Thiswillincludebutnotbelimitedtoasufficientnumberofdrawings,photographs,catalogues,illustrationsandsuchotherinformationasisnecessarytoillustrateclearlythesignificantcharacteristicssuchasgeneralconstructiondimensionsandotherrelevantinformation about the works to be performed.

### 13.1 Amount of BidSecurity

**2% OF Bid Amount**

(*Fillinlumpsumamountorin%ageofbidamount/estimatedcost,butnotbelow1%and not exceeding 5%)*

### 14.1 PeriodofBidValidity

**30 Days**

*(Fill in “number of days”not exceeding 90)*

### 14.4 Number ofCopies ofthe Bid to besubmitted:

One original plus one copies.

### 14.6 (a) ProcuringAgency'sAddress for the PurposeofBidSubmission

**Executive Engineer Sujawal Drainage Division Sujawal**

*(insert postal address or location of bid box for delivery byhand)*

### 15.1 Deadline for SubmissionofBids

Time:01:00 AM/on

### 16.1 Venue,Time, and Date ofBidOpening

Venue: Same Day Time: 03:00 Am **05-05-2016** DateResponsiveness ofBids

* + 1. Bid is valid till requiredperiod,

\*(ii) Bidpricesare firm duringcurrencyof contract/Price adjustment;

1. Completionperiodoffered is within specified limits,
2. BidderiseligibletoBidandpossessestherequisiteexperience,capabilityandqualification.
3. Bid does not deviatefrombasictechnicalrequirementsand
4. Bidsare generallyin order,etc.

\*Procuringagencycanadopt eitherof two options. (*Select either of them)*

* 1. **FixedPricecontract:**Inthesecontractsnoescalationwillbeprovidedduringcurrencyofthecontractandnormallyperiodofcompletionoftheseworks isupto 12 months.
  2. **Priceadjustmentcontract:**InthesecontractsescalationwillbepaidonlyonthoseitemsandinthemannerasnotifiedbyFinanceDepartment,Government of Sindh, afterbid openingduringcurrencyof thecontract.

# FORMOFBIDANDSCHEDULESTOBID

### FORM OFBID

(LETTER OFOFFER)

BidReference No.

*(Nameof Works)*

To:

Gentlemen,

1. HavingexaminedtheBiddingDocumentsincludingInstructionstoBidders,BiddingData,ConditionsofContract,ContractData,Specifications,Drawings,if any,Scheduleof PricesandAddendaNos.

fortheexecutionoftheabove-namedworks,we,theundersigned,beingacompanydoingbusinessunderthenameofandaddress

andbeingdulyincorporatedunderthelawsofPakistanherebyoffertoexecuteandcompletesuchworksandremedyanydefectsthereininconformitywiththesaidDocumentsincludingAddendatheretofor the TotalBidPriceofRs (Rupees )orsuchothersum as maybe ascertained in accordance with thesaid Documents.

1. We understand that all the Schedulesattachedheretoformpart of this Bid.
2. AssecurityfordueperformanceoftheundertakingsandobligationsofthisBid,wesubmit herewithaBidSecurityintheamountof

drawninyourfavourormadepayabletoyouandvalidforaperiodoftwentyeight(28)daysbeyondtheperiodofvalidityof Bid.

1. Weundertake,ifourBidisaccepted,tocommencetheWorksandtodeliverandcompletetheWorkscomprisedintheContractwithinthetime(s)statedinContractData.
2. WeagreetoabidebythisBidfortheperiodof daysfromthedatefixedforreceivingthesameanditshallremainbindinguponusandmaybeacceptedat anytime before the expiration ofthat period.
3. UnlessanduntilaformalAgreementispreparedandexecuted,this Bid,togetherwithyourwrittenacceptancethereof,shallconstituteabindingcontractbetween us.
4. Weundertake,ifourBidisaccepted,toexecutethePerformanceSecurity

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referred to in Conditionsof Contract forthe dueperformance of theContract.

1. Weunderstandthatyouarenotboundtoacceptthelowestoranybidyoumayreceive.
2. WedoherebydeclarethattheBidismadewithoutanycollusion,comparisonoffiguresorarrangementwithanyotherpersonorpersonsmakingabidforthe Works.

Dated this dayof , 20Signature

inthecapacityof dulyauthorizedtosignbidforandonbehalfof

*(Nameof Bidder in Block Capitals)*

*(Seal)*

Address

Witness:

(Signature)

Name: Address:

### [SCHEDULES TO BID INCLUDE THE FOLLOWING:

* + Schedule Ato Bid:Schedule ofPrices
  + Schedule Bto Bid:SpecificWorksData
  + Schedule C to Bid: Works to be Performed bySubcontractors
  + Schedule Dto Bid:ProposedProgram of Works
  + Schedule Eto Bid: Method of PerformingWorks
  + Schedule Fto Bid:IntegrityPact]

### SCHEDULE– A TO BIDSCHEDULE OFPRICES

**Sr. No. Page No.**

1. Preamble to Schedule ofPrices………….. 24
2. Schedule ofPrices………………………. 26

\*(a)Summaryof BidPrices

* + (b)DetailedSchedule ofPrices/Bill of Quantities(BOQ)
  + *[To be prepared bythe Engineer/ProcuringAgency]*

### SCHEDULE-A TO BID

**PREAMBLE TO SCHEDULE OFPRICES**

1. **General**
   1. TheScheduleofPricesshallbereadinconjunctionwiththeConditionsofContract,ContractDatatogetherwiththeSpecificationsandDrawings, if any.
   2. TheContractshallbeforthewholeoftheworksasdescribedintheseBiddingDocuments.Bids must be for the completescope of works.

### Description

* 1. ThegeneraldirectionsanddescriptionsofworksandmaterialsarenotnecessarilyrepeatednorsummarizedintheScheduleofPrices.ReferencestotherelevantsectionsoftheBiddingDocumentsshallbemadebeforeenteringpricesagainsteachitemintheScheduleofPrices.

### Units &Abbreviations

* 1. Units ofmeasurement,symbolsandabbreviationsexpressedintheBiddingDocumentsshallcomplywiththeSystemeInternationaled‘Unites (SIUnits).

*(Note:TheabbreviationstobeusedintheScheduleofPricestobedefined bythe ProcuringAgency).*

### Rates and Prices

* 1. ExceptasotherwiseexpresslyprovidedundertheConditionsofContract,theratesandamountsenteredintheScheduleofPricesshallbetheratesatwhichtheContractorshallbepaidandshallbethefullinclusivevalueoftheworkssetforthorimpliedin the Contract;exceptfortheamountsreimbursable,ifanytotheContractorundertheContract.
  2. UnlessotherwisestipulatedintheContractData,thepremium,ratesandpricesenteredbythebiddershallnotbesubjecttoadjustmentduringthe performance of theContract.
  3. Allduties,taxesandotherleviespayablebytheContractorshallbeincluded in the ratesandprices.
  4. ThewholecostofcomplyingwiththeprovisionsoftheContractshallbeincludedintheitemsprovidedintheScheduleofPrices,andwhere

### SCHEDULE-A TO BID

noitemsareprovided,thecostshallbedeemedtobe distributedamongtheratesandpricesenteredfortherelateditemsoftheWorksand no separatepayment will bemadefor those items.

Therates,pricesandamountsshallbeenteredagainsteachitemintheScheduleofPrices.Anyitemagainstwhichnorateorpriceisenteredbythebidderwillnotbepaidforbythe ProcuringAgencywhenexecutedandshallbedeemedcoveredbytheratesandpricesforotheritems in the Schedule ofPrices.

* 1. (a)Thebiddershallbedeemedtohaveobtainedallinformationastoandallrequirementsrelatedtheretowhichmay affectthebidprice.

\*(b) The Contractorshall be responsibleto make completearrangements forthe transportation ofthe Plant to the Site.

*\*(ProcuringAgency maymodify as appropriate)*

* 1. TheContractorshallprovidefor allpartsoftheWorkstobecompletedineveryrespect. Notwithstandingthatanydetails,accessories,etc.requiredforthecompleteinstallationandsatisfactoryoperationoftheWorks,arenotspecificallymentionedintheSpecifications,suchdetailsshall be consideredas includedin theContract Price.

### BidPrices

* 1. Break-up of BidPrices

ThevariouselementsofBidPricesshallbequotedasdetailedbytheProcuringAgencyin the format of Schedule ofPrices.

ThebiddershallrecognizesuchelementsofthecostswhichheexpectstoincurtheperformanceoftheWorksandshallincludeallsuchcostsin the ratesandamountsentered in the Schedule ofPrices.

* 1. TotalBidPrice

ThetotalofbidpricesintheScheduleofPricesshallbeenteredintheSummaryof BidPrices.

### ProvisionalSumsandDay work

* 1. ProvisionalSumsincludedandsodesignatedintheScheduleofPricesifany,shallbeexpendedinwholeorinpartatthedirectionanddiscretionoftheEngineer/ProcuringAgency.TheContractorwillonlyreceivepaymentinrespectofProvisionalSums,ifhehasbeeninstructed bythe Engineer/ProcuringAgencyto utilize suchsums.
  2. Dayworkratesinthecontractor‘sbidaretobeusedforsmalladditionalamountsofworkandonlywhentheEngineerhavegivenwritteninstructionsinadvanceforadditionalworktobepaidforinthat way.

### SCHEDULE-A TO BID

**SCHEDULE OFPRICES– SUMMARY OFBID PRICES(Sample)**

|  |  |  |
| --- | --- | --- |
| **Bill No.** | **Description** | **TotalAmount(Rs)** |
| 1.  2  3  4  5  1.  2.  3.  4.  1.  2.  3.  4.  5.  6. | 1. **) Building Work**   Civil works  InternalsanitaryandwatersupplyElectrification  ExternalDevelopmentworksMiscellaneousItems   1. **RoadWork.**   Earthwork  HardCrust and Surface TreatmentCulverts and BridgesMiscellaneousItems  (**C)Public HealthEngineeringWorks.**  EarthworkSubsurface Drains  Pipe Layingand Man holesTubewells, PumphousesCompound wallMiscellaneousItems |  |
|  | TotalBidPrice (Theamount to be entered in Paragraph 1 ofthe Form of Bid)(Inwords). | |

### SCHEDULE-A TO BID

**SCHEDULE OF PRICES**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **ItemNo.** | **Description** | **Quantity** | **Unit Rate(Rs)** | **TotalAmount(Rs)** |
| 1. | **I. (Civil works)** |  |  |  |
|  |
| 2. |  |
| 3. |  |
|  | **II.Internalsanitaryand water** |
|  | **supply.** |
| 1. |  |
| 2. |  |
| 3. |  |
|  | **III. Electrification.** |
| 1. |  |
| 2. |  |
| 3. |  |
|  | **IV. External Development** |
| 1. | **works.** |
| 2. |  |
| 3. |  |
| 1. | **V. MiscellaneousItems** |
| 2. |
| 3. |
| Total(*to be carried to Summaryof Bid Price*)  *Add/Deductthepercentagequotedabove/belowonthepricesofitemsbasedonCompositeSchedule of Rates.* | | | | |

**SCHEDULE-B TO BID**

**\*SPECIFICWORKSDATA**

*(To be prepared and incorporated bythe ProcuringAgency)*

*\*(Note:The ProcuringAgency shall spell out theinformation &data required to be filled outbythe bidder and to furnish complementaryinformation).*

### SCHEDULE– C TO BIDWORKS TO BE PERFORMED BY SUBCONTRACTORS\*

Thebidderwill do the work with his own forcesexcept the work listed belowwhich heintends to sub-contract.

|  |  |  |
| --- | --- | --- |
| Items of Works | Nameandaddress of | Statement of similar |
| to be Sub-Contracted | Sub-Contractors | workspreviously |
|  |  | executed.*(attach* |
|  |  | *evidence)* |

### Note:

\* *The ProcuringAgency should decidewhether to allow subcontracting or not.*

*IncaseProcuringAgencydecides to allowsubcontractingthenfollowingconditions shall be complied with:*

1. NochangeofSub-Contractorsshall bemadebythebidderwithoutpriorapproval of the Procuring Agency.
2. ThetruthfulnessandaccuracyofthestatementastotheexperienceofSub-Contractorsisguaranteedbythebidder.TheProcuringAgency‘sjudgmentshallbefinalastotheevaluationoftheexperienceofSub-Contractorssubmitted bythe bidder.
3. Statementofsimilarworksshallincludedescription,location&valueofworks,yearcompletedandname&address of the clients.

|  |  |  |
| --- | --- | --- |
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### SCHEDULE– D TO BID

**PROPOSEDPROGRAMME OFWORKS**

Biddershallprovideaprogrammeinabar-chartorProgramEvaluationandReviewTechnique(PERT)orCriticalPathMethod(CPM)showingthesequenceofworkitemsbywhichheproposestocompletetheworksoftheentireContract.Theprogrammeshouldindicatethesequenceofworkitemsandtheperiodoftimeduringwhichheproposestocompletetheworksincludingtheactivitieslikedesigning,scheduleofsubmittalofdrawings,orderingandprocurementofmaterials,manufacturing,delivering,constructionofcivilworks,erection, testingandcommissioningofworks to besupplied under theContract.

|  |  |  |
| --- | --- | --- |
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### SCHEDULE– E TO BIDMETHOD OFPERFORMINGWORKS

ThebidderisrequiredtosubmitanarrativeoutliningthemethodofperformingtheWorks.Thenarrative should indicate in detail and include but not be limited to:

* ThesequenceandmethodsinwhichheproposestocarryouttheWorks,including thenumber ofshifts perdayandhours pershift, heexpects to work.
* Alistofallmajoritemsofconstructionandplanterection,toolsandvehiclesproposed to be used in delivering/carryingout the works at site.
* Theprocedurefor installation of equipment and transportation of equipment andmaterials to the site.
* Organisationchartindicatingheadoffice&fieldofficepersonnelinvolvedinmanagement,supervisionandengineeringoftheWorkstobedoneundertheContract.

|  |  |  |
| --- | --- | --- |
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**(INTEGRITYPACT)**

### SCHEDULE– FTO BID

**DECLARATION OFFEES, COMMISSION AND BROKERAGE ETCPAYABLE BYCONTRACTORS**

(FOR CONTRACTSWORTH RS. 10.00 MILLION OR MORE)

ContractNo. Dated ContractValue: ContractTitle:

…………………………………[name ofContractor] herebydeclares thatithas notobtainedorinducedtheprocurementofanycontract,right,interest,privilegeorotherobligationorbenefitfromGovernmentofSindh(GoS)orany administrativesubdivisionoragency thereofor anyotherentityowned orcontrolled byit(GoS)through anycorruptbusiness practice.

Withoutlimitingthegeneralityoftheforegoing,[nameofContractor]representsandwarrantsthatithasfullydeclaredthebrokerage,commission,feesetc.paidorpayabletoanyoneandnotgivenoragreedtogiveandshallnotgiveoragreetogivetoanyonewithinoroutsidePakistaneitherdirectlyorindirectlythroughanynaturalorjuridicalperson,includingitsaffiliate,agent,associate,broker,consultant,director,promoter,shareholder,sponsororsubsidiary,anycommission,gratification,bribe,finder‘sfeeorkickback,whetherdescribedasconsultationfeeorotherwise,withtheobjectofobtainingorinducingtheprocurementofacontract,right,interest,privilegeorotherobligationorbenefitinwhatsoeverformfrom,fromProcuringAgency(PA)exceptthatwhichhasbeenexpresslydeclared pursuanthereto.

[nameofContractor]acceptsfullresponsibilityandstrictliabilitythatithasmadeandwillmakefulldisclosureofallagreementsandarrangementswithallpersonsinrespectoforrelatedtothetransactionwithPAandhasnottakenanyactionorwillnottakeanyactiontocircumventthe above declaration, representation or warranty.

[nameofContractor]acceptsfullresponsibilityandstrictliabilityformakinganyfalsedeclaration,notmakingfulldisclosure,misrepresentingfactsortakinganyactionlikelytodefeatthepurposeofthisdeclaration,representationandwarranty.Itagreesthatanycontract, right, interest, privilege or otherobligationorbenefitobtainedorprocuredasaforesaidshall,withoutprejudicetoanyotherrightsandremediesavailabletoPAunderanylaw, contractor otherinstrument, be voidableatthe option of PA.

NotwithstandinganyrightsandremediesexercisedbyPAinthisregard,[nameofSupplier/Contractor/Consultant]agreestoindemnifyPAforanylossordamageincurredbyitonaccountofitscorruptbusinesspracticesandfurtherpaycompensationtoPAinanamountequivalenttotentimethesumofanycommission,gratification,bribe,finder‘sfeeorkickbackgivenby[nameofContractor]asaforesaidforthepurposeofobtainingorinducingtheprocurementofanycontract,right,interest,privilegeorotherobligationorbenefitinwhatsoeverformfromPA.

………………………

[ProcuringAgency] [Contractor]

|  |  |  |
| --- | --- | --- |
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|  | |  |

# CONDITIONSOFCONTRACT

|  |  |  |
| --- | --- | --- |
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### CONDITIONS OFCONTRACT

1. **GENERALPROVISIONS**
   1. **Definitions**

IntheContractasdefinedbelow,thewordsandexpressionsdefinedshallhavethefollowingmeaningsassignedtothem,exceptwherethecontextrequiresotherwise:

### The Contract

* + 1. ―Contract‖meanstheContractAgreementandtheotherdocumentslistedintheContractData.
    2. ―Specifications‖meansthedocumentaslistedintheContractData,includingProcuringAgency‘srequirementsinrespectofdesigntobecarriedoutbytheContractor(ifany),andanyVariation to suchdocument.
    3. ―Drawings‖meanstheProcuringAgency‘sdrawingsof theWorksaslistedinthe

ContractData,andanyVariation to suchdrawings.

### Persons

* + 1. ―ProcuringAgency‖meansthepersonnamedintheContractDataandthelegalsuccessorsintitletothisperson,butnot(exceptwiththeconsentoftheContractor) anyassignee.
    2. ―Contractor‖meansthepersonnamedintheContractDataandthelegalsuccessorsintitletothisperson,butnot(exceptwiththeconsentoftheProcuringAgency)anyassignee.
    3. ―Party‖meanseithertheProcuringAgencyortheContractor.

### Dates,Times and Periods

* + 1. ―CommencementDate‖meansthedatefourteen(14)daysafterthedatetheContractcomes into effect or anyother date named in the ContractData.
    2. ―Day‖meansacalendarday
    3. ―TimeforCompletion‖meansthetimeforcompletingtheWorksasstatedintheContractData(orasextendedunderSub-Clause7.3),calculatedfromtheCommencementDate.

### Money and Payments

* + 1. ―Cost‖meansallexpenditureproperlyincurred(or to be incurred)by the

Contractor,whether onoroffthe Site, includingoverheadsand similarchargesbut

does not include anyallowance for profit.

### OtherDefinitions

* + 1. ―Contractor‘sEquipment‖meansallmachinery,apparatusandotherthingsrequiredfortheexecutionoftheWorksbutdoesnotincludeMaterialsorPlantintended to formpart of theWorks.
    2. ―Country‖meanstheIslamicRepublicofPakistan.
    3. ―ProcuringAgency‘sRisks‖meansthosematterslistedinSub-Clause6.1.
    4. ―ForceMajeure‖meansaneventorcircumstancewhichmakesperformanceofaParty‘sobligationsillegalorimpracticableandwhichisbeyondthatParty‘sreasonablecontrol.
    5. ‗Materials‖meansthingsof allkinds (otherthan Plant) to be supplied and

incorporated in the Works bythe Contractor.

* + 1. ―Plant‖meansthemachineryandapparatusintendedtoformorformingpartof

the Works.

* + 1. ―Site‖meanstheplacesprovidedbytheProcuringAgencywheretheWorksaretobeexecuted,andanyotherplacesspecifiedintheContractasformingpartoftheSite.
    2. ―Variation‖meansachangewhichisinstructedbytheEngineer/ProcuringAgencyunderSub-Clause10.1.
    3. ‗Works‖meansanyoralltheworkswhetherSupply,Installation,Constructionetc.anddesign(ifany)tobeperformedbytheContractorincludingtemporaryworksandanyvariationthereof.
    4. ―Engineer‖meansthepersonnotifiedbytheProcuringAgencytoactasEngineerforthe purpose ofthe Contract and namedas such in ContractData.

### Interpretation

Wordsimportingpersonsorpartiesshallincludefirmsandorganisations.Wordsimportingsingular oronegendershallincludepluralortheothergenderwhere thecontext requires.

### Priority ofDocuments

ThedocumentsformingtheContractaretobetakenasmutuallyexplanatoryofoneanother.Ifanambiguityordiscrepancyisfoundinthedocuments,thepriorityofthedocumentsshallbeinaccordancewiththeorderaslistedintheContractData.

### Law

Thelawof theContract is the relevantLaw ofIslamic Republic of Pakistan.

### Communications

All Communicationsrelated to the Contract shall bein Englishlanguage.

### Statutory Obligations

TheContractorshallcomplywiththeLawsofIslamicRepublicofPakistanandshall giveallnotices and payallfees andothercharges in respect of theWorks.

### THEPROCURINGAGENCY

* 1. **Provision ofSite**

TheProcuringAgencyshallprovidetheSiteandrightof accessthereto at the timesstated in the ContractData.

**SiteInvestigationReports**arethosethatwereincludedinthebiddingdocumentsandarefactualandinterpretativereportsaboutthesurfaceandsubsurfaceconditions at the Site.

### Permitsetc.

TheProcuringAgencyshall,ifrequestedbytheContractor,assisthiminapplyingforpermits,licences or approvalswhicharerequired forthe Works.

### Engineer’s/ProcuringAgency’sInstructions

TheContractor shall complywith all instructionsgiven bythe ProcuringAgencyorthe Engineer, if notified bythe Procuring Agency, in respect of theWorksincludingthe suspension of all or part oftheworks.

### Approvals

No approval or consent or absence of comment bythe Engineer/ProcuringAgency

shall affect the Contractor‘sobligations.

### ENGINEER’S/PROCURINGAGENCY’SREPRESENTATIVES

* 1. **AuthorisedPerson**

TheProcuringAgencyshall appoint adulyauthorizedperson to act forhim and onhisbehalfforthepurposesofthisContract.SuchauthorizedpersonshallbedulyidentifiedintheContractDataorotherwisenotifiedinwriting totheContractorassoonasheissoappointed.IneithercasetheProcuringAgencyshallnotifytheContractor,inwriting,theprecisescopeoftheauthorityofsuchauthorizedpersonat thetime ofhis appointment.

### Engineer’s/ProcuringAgency’sRepresentative

ThenameandaddressofEngineer‘s/ProcuringAgency‘sRepresentativeisgiveninContractData.HowevertheContractorshallbenotifiedbytheEngineer/ProcuringAgency,thedelegateddutiesandauthoritybeforetheCommencement of works.

### THE CONTRACTOR

* 1. **General Obligations**

TheContractorshallcarryouttheworksproperlyandinaccordancewiththeContract.TheContractorshallprovideallsupervision,labour,Materials,PlantandContractor‘sEquipment which maybe required

### Contractor’sRepresentative

TheContractorshallappointarepresentativeatsiteonfulltimebasistosupervisetheexecutionofworkandtoreceiveinstructionsonbehalfoftheContractorbutonlyafterobtainingtheconsentoftheProcuringAgencyforsuchappointmentwhichconsentshallnotbewithheldwithoutplausiblereason(s)bytheProcuringAgency.Suchauthorizedrepresentativemaybesubstituted/replacedbytheContractoratanytimeduringtheContractPeriodbutonlyafterobtainingtheconsent of the ProcuringAgencyasaforesaid.

### Subcontracting

TheContractorshallnotsubcontractthewholeoftheworks.TheContractorshallnotsubcontractanypartoftheworkswithouttheconsentoftheProcuringAgency.

### Performance Security

TheContractorshallfurnishtotheProcuringAgencywithinfourteen(14)daysafterreceiptofLetterofAcceptanceaPerformanceSecurityattheoptionofthebidder,intheformofPayee‘sorder/BankDraftorBankGuaranteefromscheduledbank forthe amountandvalidityspecified in ContractData.

### DESIGN BY CONTRACTOR

* 1. **Contractor’sDesign**

TheContractorshallcarryoutdesigntotheextentspecified,asreferredtointheContractData.TheContractorshallpromptlysubmittotheEngineer/ProcuringAgencyalldesignspreparedbyhim,withinfourteen(14)daysofreceipttheEngineer/ProcuringAgencyshallnotifyanycommentsor,ifthedesignsubmittedisnotinaccordancewiththeContract,shallrejectitstatingthereasons.The

Contractorshallnotconstructanyelementoftheworksdesignedbyhimwithinfourteen(14)daysafterthedesignhasbeensubmittedtotheEngineer/ProcuringAgencyorwhichhasbeenrejected.Designthathasbeenrejectedshallbepromptlyamendedandresubmitted.TheContractorshallresubmitalldesignscommented on takingthesecomments into account as necessary.

### Responsibilityfor Design

TheContractorshallremainresponsibleforhisbideddesignandthedesignunderthisClause,bothofwhichshallbefitfortheintendedpurposesdefinedintheContract and heshall also remainresponsiblefor anyinfringement of anypatentorcopyrightinrespectofthesame.TheEngineer/ProcuringAgencyshallberesponsiblefor the SpecificationsandDrawings.

### PROCURINGAGENCY’SRISKS

* 1. **The ProcuringAgency’s Risks**

TheProcuring Agency‘s Risks are:-

1. war,hostilities(whetherwarbedeclaredornot),invasion,actofforeignenemies, within the Country**;**
2. rebellion,terrorism,revolution,insurrection,militaryorusurpedpower,orcivilwar,within the Country**;**
3. riot,commotionordisorderbypersonsotherthantheContractor‘spersonnelandotheremployeesincludingthepersonnelandemployeesofSub-Contractors,affectingthe Site and/or theWorks**;**
4. ionisingradiations, or contamination byradio-activityfromanynuclearfuel,orfromanynuclearwastefromthecombustionofnuclearfuel,radio-activetoxicexplosive,orotherhazardouspropertiesofanyexplosivenuclearassemblyornuclearcomponentofsuchanassembly,excepttotheextenttowhichtheContractor/Sub-Contractorsmayberesponsiblefortheuseofanyradio-active material**;**
5. Pressurewavescausedbyaircraftorotheraerialdevicestravellingatsonicor supersonic speeds**;**
6. useoroccupationbytheProcuringAgencyofanypartoftheWorks,exceptas maybe specified in the Contract**;**
7. latehandingoverofsites,anomaliesindrawings,latedeliveryofdesignsanddrawingsofanypartoftheWorksbytheProcuringAgency‘spersonnelorbyothers forwhom the ProcuringAgencyis responsible;
8. a suspension underSub-Clause 2.3 unless it is attributableto the

Contractor‘sfailure; and

1. physicalobstructionsorphysicalconditionsotherthanclimaticconditions,encounteredontheSiteduringtheperformanceoftheWorks,forwhichtheContractorimmediatelynotifiedtotheProcuringAgencyandacceptedbythe Procuring Agency.

### TIMEFORCOMPLETION

* 1. **Execution ofthe Works**

TheContractorshallcommencetheWorksontheCommencementDateandshallproceedexpeditiouslyandwithoutdelayandshallcompletetheWorks,subjecttoSub-Clause7.3 below, within the Time for Completion.

### Programme

WithinthetimestatedintheContractData,theContractorshallsubmittotheEngineer/ProcuringAgencyaprogrammefortheWorksintheformstatedintheContractData.

### ExtensionofTime

TheContractorshall,withinsuchtimeasmaybereasonableunderthecircumstances,notifytheProcuringAgency/Engineerofanyevent(s)fallingwithinthescopeofSub-Clause6.1or10.3oftheseConditionsofContractandrequesttheProcuringAgency/Engineerforareasonableextensioninthetimeforthecompletionofworks.Subjecttotheaforesaid,theProcuringAgency/Engineershalldeterminesuchreasonableextensioninthetimeforthecompletionofworksasmaybejustifiedinthelightofthedetails/particularssuppliedbytheContractorinconnectionwiththesuchdeterminationbytheProcuringAgency/EngineerwithinsuchperiodasmaybeprescribedbytheProcuringAgency/Engineerfor thesame;andtheProcuringAgencymayextendthetimeforcompletionasdetermined.

### Late Completion

IftheContractorfailstocompletetheWorkswithintheTimeforCompletion,theContractor‘sonlyliabilitytotheProcuringAgency forsuchfailureshallbetopaytheamountas**liquiditydamages**statedintheContractDataforeachdayforwhich he fails to complete theWorks.

### TAKING-OVER

* 1. **Completion**

TheContractormaynotifytheEngineer/ProcuringAgencywhenheconsidersthatthe Worksare complete.

### Taking-OverNotice

Withinfourteen(14)daysofthereceiptofthesaidnoticeofcompletionfromtheContractortheProcuringAgency/EngineershalleithertakeoverthecompletedworksandissueaCertificateofCompletiontothateffectorshallnotifytheContractorhisreasonsfornottaking-overtheworks.WhileissuingtheCertificateofCompletionasaforesaid,theProcuringAgency/EngineermayidentifyanyoutstandingitemsofworkwhichtheContractorshallundertakeduringtheMaintenancesPeriod.

### REMEDYINGDEFECTS

* 1. **RemedyingDefects**

TheContractorshallforaperiodstatedintheContractDatafromthedateofissueoftheCertificateofCompletioncarryout,atnocosttotheProcuringAgency,repairandrectificationworkwhichisnecessitatedbytheearlierexecutionofpoorqualityofworkoruseofbelowspecificationsmaterialintheexecutionofWorksandwhichissoidentifiedbytheProcuringAgency/Engineerinwritingwithinthesaidperiod.Uponexpiryofthesaidperiod,andsubjecttotheContractor‘sfaithfullyperforminghisaforesaidobligations,theProcuringAgency/EngineershallissueaMaintenanceCertificatewhereuponallobligationsoftheContractorunder this Contract shall come to anend.

FailuretoremedyanysuchdefectsorcompleteoutstandingworkwithinareasonabletimeshallentitletheProcuringAgencytocarryoutallnecessaryworksattheContractor‘scost.However,thecostofremedyingdefectsnotattributable tothe Contractor shall be valuedas a Variation.

### Uncovering and Testing

TheEngineer/ProcuringAgencymaygiveinstructionastotheuncoveringand/ortestingofanywork.Unlessas aresult ofanuncoveringand/ortestingit isestablishedthattheContractor‘sdesign,materials,plantorworkmanshiparenotinaccordancewiththeContract,theContractorshallbepaidforsuchuncoveringand/ortestingas a Variation in accordance with Sub-Clause10.2.

### VARIATIONSANDCLAIMS

* 1. **Right toVary**

TheProcuringAgency**/**EngineermayissueVariationOrder(s)inwriting.Whereforany reasonithasnotbeenpossiblefortheProcuringAgency/EngineertoissuesuchVariationsOrder(s),theContractormayconfirmanyverbalordersgivenbytheProcuringAgency/Engineerinwritingandifthesamearenotrefuted/deniedbytheProcuringAgency/Engineerwithinten(10)daysofthereceiptofsuchconfirmationthesameshallbedeemedtobeaVariationOrdersforthepurposesofthis Sub-Clause.

### ValuationofVariations

Variations shall be valuedas follows:

* + 1. at a lump sum price agreedbetween the Parties, or
    2. whereappropriate,atrates in the Contract, or
    3. intheabsenceofappropriaterates,theratesintheContractshallbeusedas the basisfor valuation, or failingwhich
    4. atappropriatenewrates,asmaybeagreedorwhichtheEngineer/ProcuringAgencyconsidersappropriate, or
    5. iftheEngineer/ProcuringAgencysoinstructs,atdayworkratessetoutintheContractDataforwhichtheContractorshallkeeprecordsofhoursoflabourandContractor‘sEquipment, and ofMaterials,used.

### Changes inthe Quantities.

* + 1. IfthefinalquantityoftheworkdonediffersfromthequantityintheBillofQuantitiesfortheparticularitembymore than25percent,providedthechangeexceeds1percentoftheInitialContractPrice,theProcuringAgency/Engineershalladjusttheratetoallowforthechangeandwillbevaluedas persub clause10.2.
    2. TheEngineershallnotadjustratesfromchangesinquantitiesiftherebytheInitialContractPriceisexceededbymorethan15percent,exceptwiththe priorapproval of the Procuring Agency.
    3. IfrequestedbytheEngineer,thecontractorshallprovidetheEngineerwitha detailedcostbreakdown ofanyrate in the Bill ofQuantities.

### Early Warning

TheContractorshallnotifytheEngineer/ProcuringAgencyinwritingassoonasheisawareofanycircumstancewhichmaydelayordisrupttheWorks,orwhichmaygiverise to a claim for additionalpayment.

TotheextentoftheContractor‘sfailuretonotify,whichresultstotheEngineer/ProcuringAgencybeingunabletokeepallrelevantrecordsornottakingstepstominimiseany delay,disruption,orCost,orthevalueofanyVariation,theContractor‘sentitlementtoextensionoftheTimeforCompletionoradditionalpaymentshall be reduced/rejected.

### ValuationofClaims

IftheContractorincursCostasaresultofanyoftheProcuringAgency‘sRisks,

theContractorshallbeentitledtotheamountofsuchCost.Ifasaresultofany

ProcuringAgency‘sRisk,itisnecessarytochangetheWorks,thisshallbedealtwithasaVariationsubjecttoContractor‘snotificationforintention of claim to theEngineer/ProcuringAgencywithin fourteen (14)days of the occurrence of cause.

### Variation and ClaimProcedure

TheContractorshallsubmittotheEngineer/ProcuringAgencyanitemiseddetailedbreakdownofthevalueofvariationsandclaimswithintwentyeight(28)daysoftheinstructionoroftheeventgivingrisetotheclaim.TheEngineer/ProcuringAgencyshallcheckandifpossibleagreethevalue.Intheabsence of agreement, the ProcuringAgencyshall determine the value.

### CONTRACTPRICEANDPAYMENT

|  |  |  |
| --- | --- | --- |
| 11.1 | (a) | **Terms ofPayments**  TheamountduetotheContractorunderany InterimPaymentCertificate |
|  |  | issuedbytheEngineerpursuanttothisClause,ortoanyothertermsof  theContract,shall,subjecttoClause11.3,bepaidbytheProcuringAgencytotheContractorwithin30daysaftersuchInterimPaymentCertificatehasbeenjointlyverifiedbyProcuringAgencyandContractor,or,inthecaseoftheFinalCertificatereferredtoinSubClause11.5,within60daysaftersuchFinalPaymentCertificatehasbeenjointlyverified byProcuringAgencyandContractor; |
|  |  | ProvidedthattheInterimPaymentshallbecausedinthirty(30)daysandFinalPaymentin60daysincaseofforeignfundedproject.IntheeventofthefailureoftheProcuringAgencytomakepaymentwithin90daysthenProcuringAgencyshallpaytotheContractorcompensationatthe28daysrateofKIBOR+2%perannuminlocalcurrencyandLIBOR+1%forforeigncurrency,uponallsumsunpaidfromthedatebywhichthesame should havebeenpaid. |
|  | (b) | **Valuation ofthe Works** |
|  |  | TheWorksshallbevaluedasprovidedforintheContractData,subjectto Clause10. |

* 1. **MonthlyStatements**

TheContractorshall be entitled to be paid at monthlyintervals:

* + 1. thevalueoftheWorksexecutedlesstothecumulativeamountpaidpreviously;and
    2. valueofsecuredadvanceonthematerialsandvaluationofvariations(ifany).

TheContractorshall submit each month to the Engineer/ProcuringAgencyastatement showingthe amounts to which he considershimself entitled.

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **SCHEDULED PRICE** | | | | | | |
| **(PACKAGE No:II)** |  |  |  |  |  |  |
| **Name of Work** |  |  |  |  |  |  |
| **01 Construction of Water Course Crossing Over Karo Gungro Outfall Drain from RD 48.0** | | | |  |  |  |

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| 1 | Excavation in Foundation of building bridges and other structures including dag belling dressing refilling around strucutres with excavated earth watering and remming lead e ft in ordinory sio (S.I.N.O (b)P-5 | %0 Cft |  | 25000 Cft | 3176/25 |  | 79406 |
| 2 | Cement concrete plain i/c compacting finishing curing complete i/c screening and washing of stone aggregate without shuttering ratio 1:3:6. | % Cft |  | 6460 Cft | 12595 |  | 813637 |
| 3 | Pacca Brick work in foudation and plinth in cement sand mortor ration 1:5 | % Cft |  | 7010 Cft | 12176/08 |  | 853543 |
| 4 | Cement concrete plain i/c compacting finishing curing complete i/c screening and washing of stone aggregate without shuttering ratio 1:2:4. | % Cft |  | 298 Cft | 14429/25 |  | 42999 |
| 5 | Pacca Brick work other thean building including stricking of joint upto 20ft height in cement sand mortor ration 1:5 | % Cft |  | 5552 Cft | 12574/38 |  | 698130 |
| 6 | RCC Work including all labour or Materials except the cost of steel reinforcement and its labour for bending and binding, which will be paid separately.This rate also includes all kind of forms, moulds lifting shuttering , curving rendering and fininshing the exposed surface including screening and washing of shingle. RCC work in roof , slab, beams ,coloums,rafts, lintels, and other structural members laid in situ and percast laid in positing and all respect ratio 1:2:4 (S.I.No:6 (i) P-19) | % Cft |  | 1031 Cft | 337 |  | 347447 |
| 7 | Fabrication of mild steel rainforcement for CC including cutting bending layiing in postion making joints and fastening including cost of binding vire also included removal of rust from bars | Cwt |  | 64 Cwt | 4820/20 |  | 308480 |
| 8 | Cement Plaster 1:2 upto 20ft Height 3/4 thick | Sft |  | 2080 Sft | 3056/62 |  | 63578 |
| 9 | Full Hire charges of pumping sets per 13day inclusive of the wages of Driver and Assistant, Fuel Electric energy platform required for placing pumps etc lower depth with suction and deliver pipes for pumping out water found at various depth for trenches including the cost of P.Days errection and dismantling after completion of job, Hire charged of pumping sets of upto 10 HP Pumping out water from 10 ft deep trench (S.I.No: 23 (i) P-76 PHD) | Days |  | 120 Days | 1500 |  | 180000 |
| 10 | For a pumping set of upto per hours 10 HP | P Hour |  | 1920 Hours | 250 |  | 480000 |
| 11 | Borrow pit Excavation undressed lead upto 100 ft (a) in ordinary siol (S.I.No 3 (a) P-1) 11 | %0 Cft |  | 250000 | 2117/50 |  | 529375 |
| 12 | Dresing and Leveling of Earth worked of Designed Sanctioned etc complete in ordinory soil | %0 Cft |  | 250000 | 187/55 |  | 46888 |
| 13 | Errection and removal of centering for RCC or plain Cement Concrete work of deeodar wood 2nd class (Vertical) | %Sft |  | 1260 | 7000/00 |  | 88200 |

Scheduled of Price

Summary of Bid Price

Name of Work:-

|  |  |
| --- | --- |
| **01.** | **Construction of Water course crossing over karo gungro outfall drain from rd 48.0** |

|  |  |  |
| --- | --- | --- |
| Bill No. | Description |  |
| 01. | Earth Work |  |
| 02. | Structure |  |
| 03. | Conditional Survey |  |
| Total Bid Price of (the amount to entered in Paragraph 1 of the form of Bid) in word. | |  |

Signature of Company

|  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **ANNUAL PROCURRMENT PLAN** | | | | | | | | | | | | |
| **WORK GOOD AND SERVICE** | | | | | | | | | | | | |
| **FINANCIAL YEAR 2015-16** | | | | | | | | | | | | |
| **SUJAWAL DRAINAGE DIVISION SUJAWAL** | | | | | | | | | | | | |
|  |  |  | |  |  | |  |  |  |  | |  | |  |  |  |
|  |  |  | |  |  | |  |  |  |  | |  | |  |  |  |
| Sr No | Description  of Procurment | Estimate   total cost | Procurement  Method | | | Tentative of Procurement Notice Publication | Tentative Date of Award of Contract | Tentative date of Completion | Remarks if any |  |  | |
|  | | 2nd Qtr | | 3rd Qtr | 4th Qtr |  |
| 1 | Construction Water Course Crossing over Karo Gungro Outfall Drain form RD 48.0 | 5.298 (M) | | Open  Competitive Bidding Single  Stage one Envelope procedure | 22nd  March  2016 | | 29th April 2016 | 31st May 2016. |  |  | | - | | 4.'200 | 23.'400 |  |
|  |  |  | |  |  | |  |  |  | |  | |  |