

**OFFICE OF THE EXECUTIVE ENGINEER ROHRI DIVISION MORO**

**PHONE NO. 0242410457, FAX NO 0242410457**

Address. Executive Engineer Rohri Division near main Bus stand Taluka Moro District Naushahro Feroze.

NO.TC/G-55/ 2277 of 2016

Moro dated: 18-11-2016

**NOTICE INVITING TENDER.**

Procuring agency inviting sealed tenders /bids in single stage single envelope method for the flowing works from all the interested bidder /firms & contractors under SPPRA rules 2010 (amended 2013) having adequate experience in similar work .

**A.D.P SCHEMENO.965**

S #	Name Of Work	Estimated Cost In Million	Tender fee	Bid Security	Time Allowed
1	Constructing Stone Pitching along Rohri Main Canal from RD 415 to 418 IP Side.	28.264	3000/-	565280/-	04 Months
2	Constructing Stone Pitching along Rohri Main Canal from RD 418 to 421 IP Side.	28.264	3000/-	565280/-	04 Months
3	Constructing Stone Pitching along Rohri Main Canal from RD 421 to 425 IP Side.	38.112	3000/-	762240/-	04 Months
4	Constructing Stone Pitching along Rohri Main Canal from RD 415 to 418 NIP Side.	28.412	3000/-	568240/-	04 Months
5	Constructing Stone Pitching along Rohri Main Canal from RD 418 to 421 NIP Side.	28.430	3000/-	568600/-	04 Months
6	Constructing Stone Pitching along Rohri Main Canal from RD 421 to 425 NIP Side.	37.664	3000/-	753280/-	04 Months

**Qualification/Bidding/Tender Documents:**

The tender documents will be available at the office the under signed from the date of Publication till 15.12.2016 The set of bidding documents shall be provided on payment of price / tender fee as shown above.

The bid security at the rate of 2% of the estimated cost be submitted with the application for tender documents, without which no tender shall be issued.

The date of submission of bids shall be 15.12.2016 up to 3:00 p:m and shall be opened on the same day @ 3:30 p:m in the office of the under signed publicly in the presence of the bidders or their authorized representative who shall be present at the time and place announced. If the tender(s) is not opened as per schedule due to some very genuine reasons (national holidays etc.) shall be received back and opened as per same schedule on next working day.

**Method of procurements:**

Single stage single Envelope.

(Cont:2)

Procuring agency reserves the right to reject all or any bids subject to the relevant provisions of Sindh Public Procurement Rules 2010, amended 2013.

Eligibility Conditions:

- (i) Registration with Pakistan Engraving Council for the year 2016 up to 31/12/2016 above categories in the relevant field also specialization of work and competency to extent of tender amount of each work.
1. Registration with Income Tax Department (NTN certificate).
  2. Registration with Sindh Sales Tax (STN certificate).
  3. Bidder should give there best and final rates in their bides as no negotiations are accepted.
  4. The conditional tender will be rejected as per SPPRA Rules 2010 amended 2013.

DATE OF RE-ISSUE

28.12.2016

DATE OF RECEIPT

29.12.2016

DATE OF OPENING

29.12.2016

*Sd/-*  
EXECUTIVE ENGINEER  
ROHRI DIVISION MORO

Copy submitted to the:-

1. Secretary to Government of Sindh Irrigation Department Karachi
2. Secretary to Information & Technology Department Government of Sindh, Secretariat No.6 Karachi for wide publicity on web.
3. Chief Engineer Sukkur Barrage Left Bank Region Sukkur.
4. Superintending Engineer Rohri Canal Circle Hyderabad.
5. Director Information (Advertisement) Public Relation Department Block 96 Sindh Secretariat Karachi for wide publicity through leading News papers (English, Urdu and Sindhi) six more copies are attached.
6. Managing Director SPPRA Karachi, along with soft copy of NIT for publicity on the web site.
7. Executive Engineers all of Rohri Canal Circle for wide publicity.
8. Copy for notice board.

*Sd/-*  
EXECUTIVE ENGINEER  
ROHRI DIVISION MORO



NO: WB -11/RDMP/P.C/2015/4-W/ 5743  
OFFICE OF THE CHIEF ENGINEER  
SUKKUR BARRAGE LEFT BANK REGION  
SUKKUR DATED. 2015.

17/10/

Phone # 071-9310192  
Fax # 071-9310188

NOTIFICATION.

A procurement Committee consisting of the following officers is hereby constituted for opening of Bids for the works under ADP, PSDP and M&R works Programme for the year 2015-16 in Rohri Division Moro of Rohri Canal Circle Hyderabad:-

- |     |  |          |
|-----|--|----------|
| 01. | Superintending Engineer,<br>Rohri Canal Circle,<br>Hyderabad   | Chairman |
| 02. | Executive Engineer,<br>Rohri Division, Moro.                   | Member   |
| 03. | Executive Engineer,<br>Rohri Division,<br>Kandiaro.            | Member   |
| 04. | Executive Engineer<br>Building Department,<br>Naushahro Feroze | Member   |
| 05. | Divisional Accounts Officer,<br>Rohri Division<br>Moro         | Member   |

(WALI MUHAMMAD NAICH)  
CHIEF ENGINEER

Copy forwarded to:-

- irrigation*
1. The Secretary to Government of Sindh Irrigation Department Karachi for favour of kind information.
  2. The Superintending Engineer, Rohri Circle, Hyderabad.
  3. The Executive Engineer, Rohri Division Moro.
  4. The Executive Engineer, Rohri Division Kandairo.
  5. The Executive Engineer Building Department Naushahro Feroze.
  6. The Divisional Accounts Officer, Rohri Division Moro.

*T/C*  
*9/11*

(WALI MUHAMMAD NAICH)  
CHIEF ENGINEER

**OFFICE OF THE EXECUTIVE ENGINEER ROHRI DIVISION MORO.**

No. SAC/G-2(b)/ 1806 of 2016,

Moro Dated. 4 / 10 / 2016.

To.

The Managing Director,  
Sindh Public Procurement  
Regulatory Authority  
Karachi.

**SUBJECT: REVISED PROCUREMENT PLAN FOR THE YEAR 2016-17 IRRIGATION DEPARTMENT OF ROHRI DIVISION MORO (ADP)**

Reference :- This office letter NO. SAC/G-2(B)/1095 dated. 27.6.2016.

Refer this office letter no cited above. the revised procurement plan as per SPPRA rule 2010 sub rule 11 for the year 2016-17 head of account (ADP) Irrigation Department Rohri Division Moro are sent herewith for upload on web site and further necessary action .

  
EXECUTIVE ENGINEER,  
ROHRI DIVISION MORO.

Copy forwarded with complements to the :

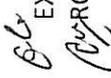
1. Chief Engineer Sukkur Barrage Left Bank Region Sukkur .
2. Manager Capacity Building Sindh Public Procurement Regulatory Authority Karachi.
3. Superintending Engineer Rohri Canal Circle Hyderabad .
4. Director Admin and Finance ) Sindh Public Procurement Regulatory Authority Karachi.

  
EXECUTIVE ENGINEER,  
ROHRI DIVISION MORO.

(ANNEXURE-A)

PROCUREMENT PLAN ADP ( DEVELOPMENT / CAPITAL)

S#	Name of work & estimated cost	Allocated funds	Cost of ongoing works/expenditure already incurred )	Funds embarked for ongoing works	Cost of New works (components )	Funds for New work (c-e)	Nature of procurements	Method of procurements	Anticipated /Actual date of advertisement	Anticipated actual date of start	Anticipated /Actual date of completion
A	B	C	D	E	F	G	H	I	J	K	L
ADP #	Constructing Stone Pitching along Rohri Main Canal from RD 415 to 425 both s sides in Moro Irrigation Sub Division No. II	NIL	NIL	NIL	189.119 MILLION	NIL	WORK	Single stage one envelope procedure	November 2016/December 2016	January 2017	Up to June 2017

  
EXECUTIVE ENGINEER  
ROHRI DIVISION MORO



GOVERNMENT OF SINDH  
IRRIGATION DEPARTMENT

NOTIFICATION

No. SO(R&S)8-110/2012-13: With the approval of competent authority, a Complaint Redressal Committee is hereby constituted in terms of Rule 31(1) of Sindh Public Procurement Rule 2010 (Amended 2013) regarding ADP schemes 2015-16 of Irrigation Department, Government of Sindh pertaining to Sukkur Barrage Left Bank Region with the following composition:

- |    |   |                        |
|----|---|------------------------|
| 1. | Director General<br>Monitoring & Evaluation Cell<br>Irrigation Department, Government of Sindh        | Chairman               |
| 2. | Chief Engineer,<br>Sukkur Barrage Right Bank Region (Larkana)<br>Irrigation Department, Govt of Sindh | Member                 |
| 3. | Superintending Engineer,<br>Western Sindh Circle, Larkana<br>Irrigation Department                    | Member                 |
| 4. | Executive Engineer<br>(Concerned Division) Irrigation Department                                      | Secretary              |
| 5. | District Accountant Officer Sindh<br>(Concerned Division)   | Assistant<br>Secretary |

T.O.R's of the Committee are as provided under Rule 31 of Sindh Public Procurement Rule 2010 and also perform any other function ancillary and incidental to the above.

SYED IMRAN HYDER SPAN  
SECRETARY TO GOVT OF SINDH

No. SO(R&S)8-110/2012-13 / 3571

Karachi, dated the 9<sup>th</sup> October, 2015.

A copy is forwarded for information & necessary action to:-

1. The Accountant General Sindh, Karachi with the request to nominate your representative for the above Complaint Redressal Committee.
2. The Director General, Monitoring & Evaluation Cell, Irrigation Department, Government of Sindh, Karachi
3. The M. D. Sindh Public Procurement Regulatory Authority Karachi.
4. The Chief Engineer, (All) Irrigation Development, Govt. of Sindh.
5. The Superintending Engineer, (All) Irrigation Deptt, Govt. of Sindh
6. The Executive Engineer, (All), Irrigation Department, Govt. of Sindh.
7. P.S. to Secretary Irrigation Department, Govt. of Sindh, Karachi.

SECTION OFFICER (R&S)  
For Secretary to Government of Sindh

Issued to M/S.

Charged Rs. /- (3000/- Three Thousand only)

Vide D.R.No. Dated /11/2016

ROHRI CANAL CIRCLE HYDERABAD.  
ROHRI DIVISION MORO.

Item / percentage rate tender and contact for work.

  
Executive Engineer  
Rohri Division MoroIssued for the work: **CONSTRUCTING STONE PITCHING ALONG ROHRI MAIN  
CANAL FROM RD 415 TO 418 IP.**I/we hereby tender for the execution of the work at \_\_\_\_\_ percent above/ below the rate of Rs.  
estimated rates entered in the schedule of A-for Bid.**MEMORANDUM.**

- |  |     |                |
|--|-----|----------------|
| a) General Description: -  |     | As above.      |
| b) Estimated cost: -   | Rs. | 28.264 million |
| c) Earnest money: -  | Rs. | 2 %            |
| d) Security deposit including earnest money:                             | Rs. | 5 %            |
| e) Percentage if any to be deducted from the bill (Rs. _____) percentage | Rs. | 3 %            |
| f) Time allowed for the completion of the work:-                         | Rs. | 4months        |

  
EXECUTIVE ENGINEER,  
ROHRI DIVISION MORO**CONTRACTOR'S NOTE.**

In case my /our tender is accepted I/we agree to fill up and sign again the regular schedule of price Tender form which will than be considered as agreement for works and under take to abide by fulfill all the terms and conditions incorporated in the printed form of Bid tender form and Agreement.

Receipt No. \_\_\_\_\_ dated \_\_\_\_\_ from the \_\_\_\_\_  
at \_\_\_\_\_ in respect of the sum of Rs. \_\_\_\_\_ is herewith forwarded representing  
the earnest money.**SCHEDULE OF-A FOR BID**

Attached separately.

CONTRACTOR.

NAME OF WORK:- CONSTRUCTION OF STONE PITCHING ALONG (SCHEDULE A TO BID)  
ROHRI MAIN CANAL FROM RD 415 TO 418 IP  
SIDE.

### SCHEDULE OF PRICE

	Item of work	Quantity	Rate	Unit	Amount
1	Excavation in foundation of building bridges and other structures including dagbelling dressing rifling around structure with excavated earth watering and ramming lead up to 5 ft. (b) in ordinary soil (P-4/I-18b)	195382.5 Cft	3176/25	%0Cft	620583/66 ✓
2	Earth for slush or daldal including dewatering (P-4/I-16)(Labour rate)	37800 Cft	2420/-	%0Cft	91476/- ✓
3	Rehandling of Earth work (a) lead up to a shingle throw of kassi, pahwsh or a shawl (b) up to lead of 50ft (P-2/I-9b)	195382.5 Cft	1058/75	%0Cft	206861/22 ✓
4	Stone filling dry hand packed as filling behind retaining walls or in pitching and apron. (P-31/I-16)	54000 Cft	2684/-	%Cft	1449360/- ✓
5	Coursed rubble masonry hammer dressed. (d) In cement sand mortar, Ratio 1:6 (P-28/I-4iii)	11030.4 Cft	26288/46	%Cft	2899722/29 ✓
6	Formation dressing and preparing sub grade on slopes (b) on slopes (P-74/I-1 b)	91243.2 Sft	453/75	%Sft	414016/02 ✓
7	Stone pitching hand packed including sub base with hammer dressed stone on surface laid in courses including carriage of material within 3 chains (P-32/I-23)	195600 Cft	5377/63	%Cft	10518644/28 ✓
8	Erection and removal of centering RCC or plain cement concrete works of Deodar wood (2 <sup>nd</sup> class) (ii)vertical (P-18/I-19 a ii)	3000 Sft	7000/-	%Sft	210000/- ✓
9	Cement concrete plain including placing compacting finishing and curing complete (including screening and washing of stone aggregate without shuttering (Ratio 1:2:4). (P-16/I-5f)	3000 Cft	14429/25	%Cft	432877/50 ✓
<b>Total Rs.</b>					<b>16843540/97</b>
<b>Say Rs.</b>					<b>16843541/-</b>
Rate of Rs. of rates	% above / below on the price of item based on composite schedule				Rs.
<b>Grand Total Rs.</b>					

CONTRACTOR

  
EXECUTIVE ENGINEER,  
ROHRI DIVISION MORO.

FORM OF BID

Bid, Reference, No.

Constructing stone pitching along Rahri  
Main Canal from RD-415 to 418 IP

To:

The Executive Engineer  
Rahri Division MWO

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 undertaking and obligations of this Bid, we submit herewith a Bid Security in the amount of Rs. 2565280/- Rupees Five  
lacs and Sixty Five thousand two hundred and Eighty 8  
drawn in your favour or made payable to you and valid for a period of (04) months 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 (04) months 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 of 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 persons or persons making a bid for the works.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2013

Signature \_\_\_\_\_

In the capacity of **CONTRACTOR** \_\_\_\_\_, duly authorized to sign bid for and on behalf of

\_\_\_\_\_

(Name of Bidder in Block Capitals)  
(Seal)

Address

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

Witness:

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

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

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

\_\_\_\_\_

SCHEDULE -A TO BID

SCHEDULE OF PRICES- SUMMARY OF BID PRICES

Name of work: Constructing Stone Pitching along Rohri Main Canal From RD 415 to 418 IP.

BILL No.	Description	Total Amount (RS.)
1	Stone Pitching items	
	Total Bid Price:-	

CONTRACTOR

  
EXECUTIVE ENGINEER  
ROHRI DIVISION MORO

GOVERNMENT OF SINDH  
SPPRA BIDDING DOCUMENT



SINDH PUBLIC PROCUREMENT REGULATORY AUTHORITY  
(SPPRA)

STANDARD FORM OF BIDDING DOCUMENT

(civil works-medium works)

This SBD shall be used for medium works costing more than

Rs. 2.5 million *to 50 Million*

Name of work :-

INSTRUCTION TO  
PROCUREMENT AGENCIES

## INSTRUCTIONS TO BIDDERS

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

### A. GENERAL

#### IB.1 Scope of Bid & Source of Funds

##### 1.1 Scope of Bid

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

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

##### 1.2 Source of Funds

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

#### IB.2 Eligible Bidders

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

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

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

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

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

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

(i) company profile;

(ii) works of similar nature and size for each performed in last 3/5 years;

(iii) construction equipments;

(iv) qualification and experience of technical personnel and key site management;

(v) financial statement of last 3 years;

(vi) information regarding litigations and abandoned works if any.

#### IB.3 Cost of Bidding

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

### B. BIDDING DOCUMENTS

CONTRACTOR

  
EXECUTIVE ENGINEER  
KOHRI DIVISION

#### IB.4 Contents of Bidding Documents

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

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

#### IB.5 Clarification of Bidding Documents

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

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

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

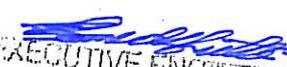
6.1 At any time prior to the deadline for submission of Bids, the Procuring Agency may, for any reason, whether at his own initiative or in response to a clarification requested by a interested bidder, modify the Bidding Documents by issuing addendum.

6.2 Any addendum thus issued shall be part of the Bidding Documents pursuant to Sub-Clause 6.1 hereof, and shall be communicated in writing to all purchasers of the Bidding Documents. Prospective bidders shall acknowledge receipt of each addendum in writing to the Procuring Agency.

6.3 To afford interested bidders reasonable time in which to take an addendum into account in preparing their Bids, the Procuring Agency may at its discretion extend the deadline for submission of Bids.

#### C. PREPARATION OF BIDS

CONTRACTOR

  
EXECUTIVE ENGINEER  
NORRI DIVISION 14030

**IB.7 Language of Bid**

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

**IB.8 Documents Comprising the Bid**

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

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

**IB.9 Sufficiency of Bid**

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

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

**IB.10 Bid Prices, Currency of Bid and Payment**

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

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

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

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

**IB.11 Documents Establishing Bidder's Eligibility and Qualifications**

11.1 Pursuant to Clause IB.8, the bidder shall furnish, as part of its bid, documents establishing the bidder's eligibility to bid and its qualifications to perform the Contract if its bid is accepted.

CONTRACTOR

*[Signature]*  
EXECUTIVE ENGINEER  
ROHRI DIVISION MORO

11.2 Bidder must possess and provide evidence of its capability and the experience as stipulated in Bidding Data and the Qualification Criteria mentioned in the Bidding Documents.

#### **IB.12 Documents Establishing Works' Conformity to Bidding Documents**

12.1 The documentary evidence of the Works' conformity to the Bidding Documents may be in the form of literature, drawings and data and the bidder shall furnish documentation as set out in Bidding Data.

12.2 The bidder shall note that standards for workmanship, material and equipment, and references to brand names or catalogue numbers, if any, designated by the Procuring Agency in the Technical Provisions are intended to be descriptive only and not restrictive.

#### **IB.13 Bid Security**

13.1 Each bidder shall furnish, as part of his bid, at the option of the bidder, a Bid Security as percentage of bid price/estimated cost or in the amount stipulated in Bidding Data in Pak. Rupees in the form of *Deposit at Call/ Payee's Order or a Bank Guarantee* issued by a Scheduled Bank in Pakistan in favour of the Procuring Agency valid for a period up to twenty eight (28) days beyond the bid validity date (*Bid security should not be below 1% and not exceeding 5% of bid price/estimated cost SPP Rule 37*).

13.2 Any bid not accompanied by an acceptable Bid Security shall be rejected by the Procuring Agency as non-responsive.

13.3 The bid securities of unsuccessful bidders will be returned upon award of contract to the successful bidder or on the expiry of validity of Bid Security whichever is earlier.

13.4 The Bid Security of the successful bidder will be returned when the bidder has furnished the required Performance Security, and signed the Contract Agreement (SPP Rule 37).

13.5 The Bid Security may be forfeited:

- (a) if a bidder withdraws his bid during the period of bid validity; or
- (b) if a bidder does not accept the correction of his Bid Price, pursuant to Sub-Clause 16.4 (b) hereof; or
- (c) in the case of a successful bidder, if he fails within the specified time limit to:
  - (i) furnish the required Performance Security or
  - (ii) sign the Contract Agreement.

#### **IB.14 Validity of Bids, Format, Signing and Submission of Bid**

14.1 Bids shall remain valid for the period stipulated in the Bidding Data after the date of bid opening.

14.2 In exceptional circumstances, Procuring Agency may request the bidders to extend the period of validity for a additional period but not exceeding 1/3 of the original period. The request and the bidders' responses shall be made in writing or by cable. A Bidder may refuse the request without forfeiting the Bid Security. A Bidder agreeing to the request will not be required or permitted to otherwise modify the Bid, but will be required to extend the validity

CONTRACTOR

*[Signature]*  
PROVISEN  
PROVISIONAL

of Bid Security for the period of the extension, and in compliance with IB.13 in all respects (SPP Rule 38).

14.3 All Schedules to Bid are to be properly completed and signed.

14.4 No alteration is to be made in the Form of Bid except in filling up the blanks as directed. If any alteration be made or if these instructions be not fully complied with, the bid may be rejected.

14.5 Each bidder shall prepare Original and number of copies specified in the Bidding Data of the documents comprising the bid as described in IB.8 and clearly mark them —ORIGINAL  and —COPY  as appropriate. In the event of discrepancy between them, the original shall prevail.

14.6 The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign (in the case of copies, Photostats are also acceptable). This shall be indicated by submitting a written Power of Attorney authorising the signatory of the bidder to act for and on behalf of the bidder. All pages of the bid shall be initialed and official seal be affixed by the person or persons signing the bid.

14.7 The Bid shall be delivered in person or sent by registered mail at the address to Procuring Agency as given in Bidding Data.

#### D. SUBMISSION OF BID

##### IB.15 Deadline for Submission, Modification & Withdrawal of Bids

15.1 Bids must be received by the Procuring Agency at the address/provided in Bidding Data not later than the time and date stipulated therein.

15.2 The inner and outer envelopes shall

(a) be addressed to the Procuring Agency at the address provided in the Bidding Data;

(b) bear the name and identification number of the Contract as defined in the Bidding and Contract Data; and

(c) provide a warning not to open before the specified time and date for Bid opening as defined in the Bidding Data.

(d) in addition to the identification required in 15.2, the inner envelopes shall indicate the name and address of the Bidder to enable the Bid to be returned unopened in case it is declared late.

(e) If the outer envelope is not sealed and marked as above, the Procuring Agency will assume no responsibility for the misplacement or premature opening of the Bid.

15.3 Bids submitted through telegraph, telex, fax or e-mail shall not be considered.

15.4 Any bid received by the Procuring Agency after the deadline for submission prescribed in Bidding Data will be returned unopened to such bidder.

CONTRACTOR

*[Signature]*  
EXECUTIVE ENGINEER  
ROAD DIVISION MCRD

15.5 Any bidder may modify or withdraw his bid after bid submission provided that the modification or written notice of withdrawal is received by the Procuring Agency prior to the deadline for submission of bids.

15.6 Withdrawal of a bid during the interval between the deadline for submission of bids and the expiration of the period of bid validity specified in the Form of Bid may result in forfeiture of the Bid Security pursuant to IB.13.5 (a).

## E. BID OPENING AND EVALUATION

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

16.1 The Procuring Agency will open the bids, in the presence of bidders' representatives who choose to attend, at the time, date and in the place specified in the Bidding Data.

16.2 The bidder's name, Bid Prices, any discount, the presence or absence of Bid Security, and such other details as the Procuring Agency at its discretion may consider appropriate, will be announced by the Procuring Agency at the bid opening. The Procuring Agency will record the minutes of the bid opening. Representatives of the bidders who choose to attend shall sign the attendance sheet.

Any Bid Price or discount which is not read out and recorded at bid opening will not be taken into account in the evaluation of bid.

16.3 To assist in the examination, evaluation and comparison of Bids the Engineer/Procuring Agency may, at its discretion, ask the bidder for a clarification of its Bid. The request for clarification and the response shall be in writing and no change in the price or substance of the Bid shall be sought, offered or permitted (SPP Rule 43).

16.4 (a) Prior to the detailed evaluation, pursuant to IB.16.7 to 16.9, the Engineer/Procuring Agency will determine the substantial responsiveness of each bid to the Bidding Documents. For purpose of these instructions, a substantially responsive bid is one which conforms to all the terms and conditions of the Bidding Documents without material deviations. It will include determining the requirements listed in Bidding Data.

(b) Arithmetical errors will be rectified on the following basis:

If there is a discrepancy between the unit price and total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between the words and figures the amount in words shall prevail. If there is a discrepancy between the Total Bid price entered in Form of Bid and the total shown in Schedule of Prices-Summary, the amount stated in the Form of Bid will be corrected by the Procuring Agency in accordance with the Corrected Schedule of Prices. If the bidder does not accept the corrected amount of Bid, his Bid will be rejected and his Bid Security forfeited.

16.5 A Bid determined as substantially non-responsive will be rejected and will not subsequently be made responsive by the bidder by correction of the non-conformity.

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EXECUTIVE ENGINEER  
REGISTRATION MICRO

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16.6 Any minor informality or non-conformity or irregularity in a Bid which does not constitute a material deviation (**major deviation**) may be waived by Procuring Agency, provided such waiver does not prejudice or affect the relative ranking of any other bidders.

(A) Major (material) Deviations include:-

- (i) has been not properly signed;
- (ii) is not accompanied by the bid security of required amount and manner;
- (iii) stipulating price adjustment when fixed price bids were called for;
- (iv) failing to respond to specifications;
- (v) failing to comply with Mile-stones/Critical dates provided in Bidding Documents;
- (vi) sub-contracting contrary to the Conditions of Contract specified in Bidding Documents;
- (vii) refusing to bear important responsibilities and liabilities allocated in the Bidding Documents, such as performance guarantees and insurance coverage;
- (viii) taking exception to critical provisions such as applicable law, taxes and duties and dispute resolution procedures;
- (ix) a material deviation or reservation is one :
  - (a) which affect in any substantial way the scope, quality or performance of the works;
  - (b) adoption/rectification whereof would affect unfairly the competitive position of other bidders presenting substantially responsive bids.

(B) Minor Deviations-

Bids that offer deviations acceptable to the Procuring Agency and which can be assigned a monetary value may be considered substantially responsive at least as to the issue of fairness. This value would however be added as an adjustment for evaluation purposes only during the detailed evaluation process:

16.7 The Engineer/Procuring Agency will evaluate and compare only the bids previously determined to be substantially responsive pursuant to IB.16.4 to 16.6 as per requirements given hereunder. Bids will be evaluated for complete scope of works. The prices will be compared on the basis of the Evaluated Bid Price pursuant to IB.16.8 herein below.

**Technical Evaluation:** It will be examined in detail whether the works offered by the bidder complies with the Technical Provisions of the Bidding Documents. For this purpose, the bidder's data submitted with the bid in Schedule B to Bid will be compared with technical features/criteria of the works detailed in the Technical Provisions. Other technical information submitted with the bid regarding the Scope of Work will also be reviewed.

16.8 Evaluated Bid Price

In evaluating the bids, the Engineer/Procuring Agency will determine for each bid in addition to the Bid Price, the following factors (adjustments) in the manner and to the extent indicated below to determine the Evaluated Bid Price:

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

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ROAD DIVISION MORO

**IB.17 Process to be Confidential**

17.1 Subject to IB.16.3 heretofore, no bidder shall contact Engineer/Procuring Agency on any matter relating to its Bid from the time of the Bid opening to the time the bid evaluation result is announced by the Procuring Agency. The evaluation result shall be announced at least seven (07) days prior to award of Contract (SPP Rule 45). The announcement to all bidders will include table(s) comprising read out prices, discounted prices, price adjustments made, final evaluated prices and recommendations against all the bids evaluated.

17.2 Any effort by a bidder to influence Engineer/Procuring Agency in the Bid evaluation, Bid comparison or Contract Award decisions may result in the rejection of his Bid. Whereas any bidder feeling aggrieved, may lodge a written complaint to Complaint Redressal Committee as per terms and conditions mentioned in SPP Rules 31 & 32. However, mere fact of lodging a complaint shall not warrant suspension of procurement process.

17.3 Bidders may be excluded if involved in "Corrupt and Fraudulent Practices" means either one or any combination of the practices given below SPP Rule2(q);

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

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

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

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

(v) —"Obstructive Practice" means harming or threatening to harm, directly or indirectly; persons or their property to influence their participation in a procurement process, or affect the execution of a contract or deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements before investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or acts intended to materially impede the exercise of inspection and audit rights provided for under the Rules.

**F. AWARD OF CONTRACT**

**IB.18. Post Qualification**

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CONSTRUCTION DIVISION

18.1 The Procuring Agency, at any stage of the bid evaluation, having credible reasons for or *prima facie* evidence of any defect in contractor's capacities, may require the contractors to provide information concerning their professional, technical, financial, legal or managerial competence whether already pre-qualified or not:

Provided, that such qualification shall only be laid down after recording reasons therefore in writing. They shall form part of the records of that bid evaluation report.

18.2 The determination will take into account the bidder's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the bidders' qualifications submitted under B.11, as well as such other information required in the Bidding Documents.

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

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

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

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

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

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

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

#### IB.21 Performance Security

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

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EXECUTIVE ENGINEER  
ROAD DIVISION

21.2 Failure of the successful bidder to comply with the requirements of Sub-Clauses IB.20.2 & 20.3 or 21.1 or Clause IB.22 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security.

21.3 Publication of Award of Contract: within seven days of the award of contract, the procuring shall publish on the website of the authority and on its own website, if such a website exists, the results of the bidding process, identifying the bid through procurement identifying Number if any and the following information:

- (1) Evaluation Report;
- (2) Form of Contract and letter of Award;
- (3) Bill of Quantities or Schedule of Requirements. (SPP Rule 50)

**IB.22 Integrity Pact**

The Bidder shall sign and stamp the Form of Integrity Pact provided at Schedule-F to Bid in the Bidding Document for all Sindh Government procurement contracts exceeding Rupees ten (10) million. Failure to provide such Integrity Pact shall make the bid no responsive (SPP Rule 89).

CONTRACTOR

*[Signature]*  
EXECUTIVE ENGINEER  
ROHRI DIVISION MCDHO

FORM OF CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT (hereinafter called the —Agreement□) made on the \_\_\_\_\_ day of \_\_\_\_\_ 2018 between Executive Engineer Rohri Division Moro (hereinafter called the Employer's Representative) of the one part and \_\_\_\_\_ (hereinafter called the contractor□) of the other part.

WHEREAS the Procuring Agency is desirous that certain Works, viz Construction Stone Pitching along Rohri Mor Canal from RD- 415 to 418 I.P.

should be executed by the Contractor and has accepted a Bid by the Contractor for the execution and completion of such Works and the remedying of any defects therein.

NOW this Agreement witnessed as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents after incorporating addenda, if any except those parts relating to Instructions to Bidders, shall be deemed to form and be read and construed as part of this Agreement, viz:
  - (a) The Letter of Acceptance;
  - (b) The completed Form of Bid along with Schedules to Bid;
  - (c) Conditions of Contract & Contract Data;
  - (d) The priced Schedule of Prices/Bill of quantities (BoQ);
  - (e) The Specifications; and
  - (f) The Drawings
3. In consideration of the payments to be made by the Procuring Agency to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Procuring Agency to execute and complete the Works and remedy defects therein in conformity and in all respects within the provisions of the Contract.
4. The Procuring Agency hereby covenants to pay the Contractor, in consideration of the execution and completion of the Works as per provisions of the Contract, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

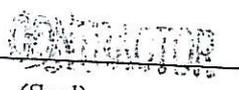
CONTRACTOR

*[Signature]*  
EXECUTIVE ENGINEER  
ROHRI DIVISION MORO

IN WITNESS WHEREOF the parties hereto have caused this Contract Agreement to be executed on the day, month and year first before written in accordance with their respective laws.

Signature of the Contactor

Signature of the Procuring Agency



(Seal)

\_\_\_\_\_

(Seal)

Signed, Sealed and Delivered in the presence of:

Witness:

  
Witness:  
ENGINEER  
NORTH DIVISION MCRD

\_\_\_\_\_  
(Name, Title and Address)

\_\_\_\_\_  
(Name, Title and Address)

## CONTRACT DATA

( Note Except where otherwise, all contract Data should be filed in by the procuring agency prior to issuance of the bidding documents )

### Sub-classes of

### Condition 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 Rohri Division Moro

1.1.5 The Contractor means

---

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1.1.7 Commencement Date means the date of issue of Engineers Notice to commence which shall be issued with fourteen (14) Days of the signing of the contractor agreement .

1.1.9 Time for completion 109 months days.

1.1.20 Engineer

( IMTIAZ AHMED MEMON Executive Engineer Rohri Division Moro )

1.3 Documents forming the contract listed in the order of priority:

- (a) The contract Agreement
- (b) Letter of acceptance
- © The completed form of bid
- (d) Contract Data
- (e) Conditions of contract
- (f) The completed schedule to bid including schedule of price
- (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 documents, if not applicable)

2.1 Provision of site: on the commencements date

3.1 Authorized person: Executive Engineer Rohri Division Moro.

3.2 Name and Address of Engineers /Procuring Agency's representative  
IMTIAZ AHMED MEMON Executive Engineer Rohri Division Moro .

CONTRACTOR

  
Executive Engineer  
Rohri Division Moro

4.4 Performance Security:

Amount \_\_\_\_\_

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: \_\_\_\_\_ (Bar Chart/CPM/PERT or other)

9.1 Period for remedying defects

\_\_\_\_\_

10.2 (e) Variation procedures:

Day work rates \_\_\_\_\_  
\_\_\_\_\_ (details)

11.1 Terms of Payments

a) Mobilization Advance

(1) Mobilization Advance

is not allowed

11.2 \*(a) Valuation of the Works:

i)

price \_\_\_\_\_ Lump \_\_\_\_\_ sum \_\_\_\_\_  
\_\_\_\_\_ (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\*: five (5%)

11.6 Currency of payment: Pak. Rupees

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:

CONTRACTOR

~~EXECUTIVE ENGINEER~~  
ROHRI DIVISION MONG

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: \_\_\_\_\_

\* *(Procuring Agency to specify as appropriate)*

\*\* *(It has to be in the Province of Sindh)*

CONTRACTOR

  
EXECUTIVE ENGINEER  
ROHRI DIVISION MORO

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  
Rohri Division

Brief Description of Works

5.1 (a) Procuring Agency's address:

Neer Bus Stand Rd.

(b) Engineer's address:

Same

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:

- 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).

- 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% of Bid amount

(Fill in lump sum amount or in % age of bid amount /estimated cost, but not below 1% and not exceeding 5%)

CONTRACTOR

[Signature]  
EXECUTIVE ENGINEER  
ROHRI DIVISION

14.1 Period of Bid Validity

60 days ~~180 days~~

(Fill in "number of days" not exceeding 90)

14.4 Number of Copies of the Bid to be submitted:

One original plus \_\_\_\_\_ copies.

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

\_\_\_\_\_

(insert postal address or location of bid box for delivery by hand)

15.1 Deadline for Submission of Bids

Time: \_\_\_\_\_ AM/PM on \_\_\_\_\_.

16.1 Venue, Time, and Date of Bid Opening

Venue: \_\_\_\_\_

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

16.4 Responsiveness of Bids

(i) Bid is valid till required period,

\* (ii) Bid prices are firm during currency of contract/Price adjustment;

(iii) Completion period offered is within specified limits,

(iv) Bidder is eligible to Bid and possesses the requisite experience, capability and qualification.

(v) Bid does not deviate from basic technical requirements and

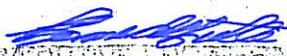
(vi) Bids are generally in order, etc.

\*Procuring agency can adopt either of two options. (Select either of them)

(a) **Fixed Price contract:** In these contracts no escalation will be provided during currency of the contract and normally period of completion of these works is upto 12 months.

(b) **Price adjustment contract:** In these contracts escalation will be paid only on those items and in the manner as notified by Finance Department, Government of Sindh, after bid opening during currency of the contract.

CONTRACTOR

  
EXECUTIVE ENGINEER  
ROHRI DIVISION MORD

Issued to M/S.

Charged Rs. /- (3000/- Three Thousand only)

Vide D.R.No. Dated /11/2016

ROHRI CANAL CIRCLE HYDERABAD.  
ROHRI DIVISION MORO.

Item / percentage rate tender and contact for work.

  
 Executive Engineer  
 Rohri Division Moro

 Issued for the work: **CONSTRUCTING STONE PITCHING ALONG ROHRI MAIN  
CANAL FROM RD 418 TO 421 IP.**

 I/we hereby tender for the execution of the work at \_\_\_\_\_ percent above/ below the rate of Rs.  
 estimated rates entered in the schedule of A-for Bid.
MEMORANDUM.

- |  |     |                |
|--|-----|----------------|
| a) General Description: -  |     | As above.      |
| b) Estimated cost: -   | Rs. | 28.264 million |
| c) Earnest money: -  | Rs. | 2 %            |
| d) Security deposit including earnest money:                             | Rs. | 5 %            |
| e) Percentage if any to be deducted from the bill (Rs. _____) percentage | Rs. | 3 %            |
| f) Time allowed for the completion of the work:-                         | Rs. | 4months        |

  
 EXECUTIVE ENGINEER,  
 ROHRI DIVISION MORO
CONTRACTOR'S NOTE.

In case my /our tender is accepted I /we agree to fill up and sign again the regular schedule of price Tender form which will than be considered as agreement for works and under take to abide by fulfill all the terms and conditions incorporated in the printed form of Bid tender form and Agreement.

Receipt No. \_\_\_\_\_ dated \_\_\_\_\_ from the \_\_\_\_\_  
 at \_\_\_\_\_ in respect of the sum of Rs. \_\_\_\_\_ is herewith forwarded representing  
 the earnest money.

SCHEDULE OF-A FOR BID

Attached separately.

CONTRACTOR.

NAME OF WORK:- CONSTRUCTION OF STONE PITCHING ALONG (SCHEDULE A TO BID)  
 ROHRI MAIN CANAL FROM RD 418 TO 421 IP  
 SIDE.

### SCHEDULE OF PRICE

	Item of work	Quantity	Rate	Unit	Amount
1	Excavation in foundation of building bridges and other structures including dagbelling dressing rilling around structure with excavated earth watering and ramming lead up to 5 ft. (b) in ordinary soil (P-4/I-18b)	148426.5 Cft	3176/25	%0Cft	471439/67 ✓
2	Earth for slush or daldal including dewatering (P-4/I-16)(Labour rate)	37800 Cft	2420/-	%0Cft	91476/- ✓
3	Rehandling of Earth work (a) lead up to a shingle throw of kassi, pahwsh or a showl (b) up to lead of 50ft (P-2/I-9b)	148426.5 Cft	1058/75	%0Cft	157146/50 ✓
4	Stone filling dry hand packed as filling behind retaining walls or in pitching and apron. (P-31/I-16)	54000 Cft	2684/-	%Cft	1449360/- ✓
5	Coursed rubble masonry hammer dressed. (d) In cement sand mortar, Ratio 1:6 (P-28/I-4iii)	11030.4 Cft	26288/46	%Cft	2899722/29 ✓
6	Formation dressing and preparing sub grade on slopes (b) on slopes (P-74/I-1 b)	91243.2 Sft	453/75	%Sft	414016/02 ✓
7	Stone pitching hand packed including sub base with hammer dressed stone on surface laid in courses including carriage of material within 3 chains (P-32/I-23)	195600 Cft	5377/63	%Cft	10518644/28 ✓
8	Erection and removal of centering RCC or plain cement concrete works of Deodar wood (2 <sup>nd</sup> class) (ii)vertical (P-18/I-19 a ii)	3000 Sft	7000/-	%Sft	210000/- ✓
9	Cement concrete plain including placing compacting finishing and curing complete (including screening and washing of stone aggregate without shuttering (Ratio 1:2:4). (P-16/I-5f)	3000 Cft	14429/25	%Cft	432877/50 ✓
<b>Total Rs.</b>					<b>16644682/26</b>
<b>Say Rs.</b>					<b>16644682/-</b>
Rate of Rs. of rates	% above / below on the price of item based on composite schedule				Rs.
<b>Grand Total Rs.</b>					

CONTRACTOR

  
 EXECUTIVE ENGINEER,  
 ROHRI DIVISION MORO.

FORM OF BID

Bid, Reference, No.

Constructing Stone Archway at Jhelum  
near Canal from Rd-418 to 424 IP

To:

The Executive Engineer  
Pakistan Division  
Muse

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 undertaking and obligations of this Bid, we submit herewith a Bid Security in the amount of Rs. 565280/- five hundred Sixty five thousand, two hundred Eighty eight drawn in your favour or made payable to you and valid for a period of (64) months 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 (64) months 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 of 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 persons or persons making a bid for the works.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2016

Signature \_\_\_\_\_

In the capacity of **CONTRACTOR** \_\_\_\_\_ duly authorized to sign bid for and on behalf of

\_\_\_\_\_  
\_\_\_\_\_  
(Name of Bidder in Block Capitals)  
(Seal)

Address

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

Witness:

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

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

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

\_\_\_\_\_

SCHEDULE -A TO BID

SCHEDULE OF PRICES- SUMMARY OF BID PRICES

Name of work: Constructing Stone Pitching along Rohri Main Canal From RD - 418 to 421 I.P.

BILL No.	Description	Total Amount (RS.)
1	Stone Pitching items	
	Total Bid Price:-	

CONTRACTOR

  
EXECUTIVE ENGINEER  
ROHRI DIVISION MORO

GOVERNMENT OF SINDH

SPPRA BIDDING DOCUMENT



SINDH PUBLIC PROCUREMENT REGULATORY AUTHORITY  
(SPPRA)

STANDARD FORM OF BIDDING DOCUMENT

(civil works-medium works)

This SBD shall be used for medium works costing more than

**Rs. 2.5 million**

Name of work :-

INSTRUCTION TO  
PROCUREMENT AGENCIES

## INSTRUCTIONS TO BIDDERS

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

### A. GENERAL

#### IB.1 Scope of Bid & Source of Funds

##### 1.1 Scope of Bid

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

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

##### 1.2 Source of Funds

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

#### IB.2 Eligible Bidders

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

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

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

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

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

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

- (i) company profile;
- (ii) works of similar nature and size for each performed in last 3/5 years;
- (iii) construction equipments;
- (iv) qualification and experience of technical personnel and key site management;
- (v) financial statement of last 3 years;
- (vi) information regarding litigations and abandoned works if any.

#### IB.3 Cost of Bidding

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

### B. BIDDING DOCUMENTS

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#### IB.4 Contents of Bidding Documents

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

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

#### IB.5 Clarification of Bidding Documents

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

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

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

6.1 At any time prior to the deadline for submission of Bids, the Procuring Agency may, for any reason, whether at his own initiative or in response to a clarification requested by a interested bidder, modify the Bidding Documents by issuing addendum.

6.2 Any addendum thus issued shall be part of the Bidding Documents pursuant to Sub-Clause 6.1 hereof, and shall be communicated in writing to all purchasers of the Bidding Documents. Prospective bidders shall acknowledge receipt of each addendum in writing to the Procuring Agency.

6.3 To afford interested bidders reasonable time in which to take an addendum into account in preparing their Bids, the Procuring Agency may at its discretion extend the deadline for submission of Bids.

#### C. PREPARATION OF BIDS

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**IB.7 Language of Bid**

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

**IB.8 Documents Comprising the Bid**

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

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

**IB.9 Sufficiency of Bid**

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

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

**IB.10 Bid Prices, Currency of Bid and Payment**

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

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

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

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

**IB.11 Documents Establishing Bidder's Eligibility and Qualifications**

11.1 Pursuant to Clause IB.8, the bidder shall furnish, as part of its bid, documents establishing the bidder's eligibility to bid and its qualifications to perform the Contract if its bid is accepted.

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11.2 Bidder must possess and provide evidence of its capability and the experience as stipulated in Bidding Data and the Qualification Criteria mentioned in the Bidding Documents.

**IB.12 Documents Establishing Works' Conformity to Bidding Documents**

12.1 The documentary evidence of the Works' conformity to the Bidding Documents may be in the form of literature, drawings and data and the bidder shall furnish documentation as set out in Bidding Data.

12.2 The bidder shall note that standards for workmanship, material and equipment, and references to brand names or catalogue numbers, if any, designated by the Procuring Agency in the Technical Provisions are intended to be descriptive only and not restrictive.

**IB.13 Bid Security**

13.1 Each bidder shall furnish, as part of his bid, at the option of the bidder, a Bid Security as percentage of bid price/estimated cost or in the amount stipulated in Bidding Data in Pak. Rupees in the form of *Deposit at Call/ Payee's Order or a Bank Guarantee* issued by a Scheduled Bank in Pakistan in favour of the Procuring Agency valid for a period up to twenty eight (28) days beyond the bid validity date (*Bid security should not be below 1% and not exceeding 5% of bid price/estimated cost SPP Rule 37*).

13.2 Any bid not accompanied by an acceptable Bid Security shall be rejected by the Procuring Agency as non-responsive.

13.3 The bid securities of unsuccessful bidders will be returned upon award of contract to the successful bidder or on the expiry of validity of Bid Security whichever is earlier.

13.4 The Bid Security of the successful bidder will be returned when the bidder has furnished the required Performance Security, and signed the Contract Agreement (SPP Rule 37).

13.5 The Bid Security may be forfeited:

- (a) if a bidder withdraws his bid during the period of bid validity; or
- (b) if a bidder does not accept the correction of his Bid Price, pursuant to Sub-Clause 16.4 (b) hereof; or
- (c) in the case of a successful bidder, if he fails within the specified time limit to:
  - (i) furnish the required Performance Security or
  - (ii) sign the Contract Agreement.

**IB.14 Validity of Bids, Format, Signing and Submission of Bid**

14.1 Bids shall remain valid for the period stipulated in the Bidding Data after the date of bid opening.

14.2 In exceptional circumstances, Procuring Agency may request the bidders to extend the period of validity for a additional period but not exceeding 1/3 of the original period. The request and the bidders' responses shall be made in writing or by cable. A Bidder may refuse the request without forfeiting the Bid Security. A Bidder agreeing to the request will not be required or permitted to otherwise modify the Bid, but will be required to extend the validity

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of Bid Security for the period of the extension, and in compliance with IB.13 in all respects (SPP Rule 38).

14.3 All Schedules to Bid are to be properly completed and signed.

14.4 No alteration is to be made in the Form of Bid except in filling up the blanks as directed. If any alteration be made or if these instructions be not fully complied with, the bid may be rejected.

14.5 Each bidder shall prepare Original and number of copies specified in the Bidding Data of the documents comprising the bid as described in IB.8 and clearly mark them —ORIGINAL  and —COPY  as appropriate. In the event of discrepancy between them, the original shall prevail.

14.6 The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign (in the case of copies, Photostats are also acceptable). This shall be indicated by submitting a written Power of Attorney authorising the signatory of the bidder to act for and on behalf of the bidder. All pages of the bid shall be initialed and official seal be affixed by the person or persons signing the bid.

14.7 The Bid shall be delivered in person or sent by registered mail at the address to Procuring Agency as given in Bidding Data.

**D. SUBMISSION OF BID**

**IB.15 Deadline for Submission, Modification & Withdrawal of Bids**

15.1 Bids must be received by the Procuring Agency at the address/provided in Bidding Data not later than the time and date stipulated therein.

15.2 The inner and outer envelopes shall

- (a) be addressed to the Procuring Agency at the address provided in the Bidding Data;
- (b) bear the name and identification number of the Contract as defined in the Bidding and Contract Data; and
- (c) provide a warning not to open before the specified time and date for Bid opening as defined in the Bidding Data.
- (d) in addition to the identification required in 15.2, the inner envelopes shall indicate the name and address of the Bidder to enable the Bid to be returned unopened in case it is declared late.
- (e) If the outer envelope is not sealed and marked as above, the Procuring Agency will assume no responsibility for the misplacement or premature opening of the Bid.

15.3 Bids submitted through telegraph, telex, fax or e-mail shall not be considered.

15.4 Any bid received by the Procuring Agency after the deadline for submission prescribed in Bidding Data will be returned unopened to such bidder.

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*[Signature]*  
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ROTEL DIVISION MOJO

15.5 Any bidder may modify or withdraw his bid after bid submission provided that the modification or written notice of withdrawal is received by the Procuring Agency prior to the deadline for submission of bids.

15.6 Withdrawal of a bid during the interval between the deadline for submission of bids and the expiration of the period of bid validity specified in the Form of Bid may result in forfeiture of the Bid Security pursuant to IB.13.5 (a).

**E. BID OPENING AND EVALUATION**

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

16.1 The Procuring Agency will open the bids, in the presence of bidders' representatives who choose to attend, at the time, date and in the place specified in the Bidding Data.

16.2 The bidder's name, Bid Prices, any discount, the presence or absence of Bid Security, and such other details as the Procuring Agency at its discretion may consider appropriate, will be announced by the Procuring Agency at the bid opening. The Procuring Agency will record the minutes of the bid opening. Representatives of the bidders who choose to attend shall sign the attendance sheet.

Any Bid Price or discount which is not read out and recorded at bid opening will not be taken into account in the evaluation of bid.

16.3 To assist in the examination, evaluation and comparison of Bids the Engineer/Procuring Agency may, at its discretion, ask the bidder for a clarification of its Bid. The request for clarification and the response shall be in writing and no change in the price or substance of the Bid shall be sought, offered or permitted (SPP Rule 43).

16.4 (a) Prior to the detailed evaluation, pursuant to IB.16.7 to 16.9, the Engineer/Procuring Agency will determine the substantial responsiveness of each bid to the Bidding Documents. For purpose of these instructions, a substantially responsive bid is one which conforms to all the terms and conditions of the Bidding Documents without material deviations. It will include determining the requirements listed in Bidding Data.

(b) Arithmetical errors will be rectified on the following basis:

If there is a discrepancy between the unit price and total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between the words and figures the amount in words shall prevail. If there is a discrepancy between the Total Bid price entered in Form of Bid and the total shown in Schedule of Prices-Summary, the amount stated in the Form of Bid will be corrected by the Procuring Agency in accordance with the Corrected Schedule of Prices. If the bidder does not accept the corrected amount of Bid, his Bid will be rejected and his Bid Security forfeited.

16.5 A Bid determined as substantially non-responsive will be rejected and will not subsequently be made responsive by the bidder by correction of the non-conformity.

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*[Signature]*  
**EXECUTIVE ENGINEER  
REGISTRATION MORO**

16.6 Any minor informality or non-conformity or irregularity in a Bid which does not constitute a material deviation (**major deviation**) may be waived by Procuring Agency, provided such waiver does not prejudice or affect the relative ranking of any other bidders.

**(A) Major (material) Deviations include:-**

- (i) has been not properly signed;
- (ii) is not accompanied by the bid security of required amount and manner;
- (iii) stipulating price adjustment when fixed price bids were called for;
- (iv) failing to respond to specifications;
- (v) failing to comply with Mile-stones/Critical dates provided in Bidding Documents;
- (vi) sub-contracting contrary to the Conditions of Contract specified in Bidding Documents;
- (vii) refusing to bear important responsibilities and liabilities allocated in the Bidding Documents, such as performance guarantees and insurance coverage;
- (viii) taking exception to critical provisions such as applicable law, taxes and duties and dispute resolution procedures;
- (ix) a material deviation or reservation is one :
  - (a) which affect in any substantial way the scope, quality or performance of the works;
  - (b) adoption/rectification whereof would affect unfairly the competitive position of other bidders presenting substantially responsive bids.

**(B) Minor Deviations-**

Bids that offer deviations acceptable to the Procuring Agency and which can be assigned a monetary value may be considered substantially responsive at least as to the issue of fairness. This value would however be added as an adjustment for evaluation purposes only during the detailed evaluation process:

16.7 The Engineer/Procuring Agency will evaluate and compare only the bids previously determined to be substantially responsive pursuant to IB.16.4 to 16.6 as per requirements given hereunder. Bids will be evaluated for complete scope of works. The prices will be compared on the basis of the Evaluated Bid Price pursuant to IB.16.8 herein below.

**Technical Evaluation:** It will be examined in detail whether the works offered by the bidder complies with the Technical Provisions of the Bidding Documents. For this purpose, the bidder's data submitted with the bid in Schedule B to Bid will be compared with technical features/criteria of the works detailed in the Technical Provisions. Other technical information submitted with the bid regarding the Scope of Work will also be reviewed.

**16.8 Evaluated Bid Price**

In evaluating the bids, the Engineer/Procuring Agency will determine for each bid in addition to the Bid Price, the following factors (adjustments) in the manner and to the extent indicated below to determine the Evaluated Bid Price:

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

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**IB.17 Process to be Confidential**

17.1 Subject to IB.16.3 heretofore, no bidder shall contact Engineer/Procuring Agency on any matter relating to its Bid from the time of the Bid opening to the time the bid evaluation result is announced by the Procuring Agency. The evaluation result shall be announced at least seven (07) days prior to award of Contract (SPP Rule 45). The announcement to all bidders will include table(s) comprising read out prices, discounted prices, price adjustments made, final evaluated prices and recommendations against all the bids evaluated.

17.2 Any effort by a bidder to influence Engineer/Procuring Agency in the Bid evaluation, Bid comparison or Contract Award decisions may result in the rejection of his Bid. Whereas any bidder feeling aggrieved, may lodge a written complaint to Complaint Redressal Committee as per terms and conditions mentioned in SPP Rules 31 & 32. However, mere fact of lodging a complaint shall not warrant suspension of procurement process.

17.3 Bidders may be excluded if involved in "Corrupt and Fraudulent Practices" means either one or any combination of the practices given below SPP Rule2(q);

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

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

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

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

(v) "Obstructive Practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract or deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements before investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or acts intended to materially impede the exercise of inspection and audit rights provided for under the Rules.

**F. AWARD OF CONTRACT**

**IB.18. Post Qualification**

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JOHN DIVISION MORD

18.1 The Procuring Agency, at any stage of the bid evaluation, having credible reasons for or *prima facie* evidence of any defect in contractor's capacities, may require the contractors to provide information concerning their professional, technical, financial, legal or managerial competence whether already pre-qualified or not:

Provided, that such qualification shall only be laid down after recording reasons therefore in writing. They shall form part of the records of that bid evaluation report.

18.2 The determination will take into account the bidder's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the bidders' qualifications submitted under B.11, as well as such other information required in the Bidding Documents.

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

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

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

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

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

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

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

#### **IB.21 Performance Security**

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

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PROCUREMENT BOARD

21.2 Failure of the successful bidder to comply with the requirements of Sub-Clauses IB.20.2 & 20.3 or 21.1 or Clause IB.22 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security.

21.3 Publication of Award of Contract: within seven days of the award of contract, the procuring shall publish on the website of the authority and on its own website, if such a website exists, the results of the bidding process, identifying the bid through procurement identifying Number if any and the following information:

- (1) Evaluation Report;
- (2) Form of Contract and letter of Award;
- (3) Bill of Quantities or Schedule of Requirements. (SPP Rule 50)

**IB.22 Integrity Pact**

The Bidder shall sign and stamp the Form of Integrity Pact provided at Schedule-F to Bid in the Bidding Document for all Sindh Government procurement contracts exceeding Rupees ten (10) million. Failure to provide such Integrity Pact shall make the bid no responsive (SPP Rule 89).

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*[Signature]*  
EXECUTIVE ENGINEER  
ROHRI DIVISION MOHO

**FORM OF CONTRACT AGREEMENT**

THIS CONTRACT AGREEMENT (hereinafter called the —Agreement□) made on the \_\_\_\_\_ day of \_\_\_\_\_ 2014 between Executive Engineer Rohri Division Moro (hereinafter called the Employer's Representative) of the one part and \_\_\_\_\_ (hereinafter called the contractor□) of the other part.

WHEREAS the Procuring Agency is desirous that certain Works, viz Constellation Stone  
Ditching a by Pakli Man Canal from RD- 418 to 421 IP.

should be executed by the Contractor and has accepted a Bid by the Contractor for the execution and completion of such Works and the remedying of any defects therein.

NOW this Agreement witnessed as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents after incorporating addenda, if any except those parts relating to Instructions to Bidders, shall be deemed to form and be read and construed as part of this Agreement, viz:
  - (a) The Letter of Acceptance;
  - (b) The completed Form of Bid along with Schedules to Bid;
  - (c) Conditions of Contract & Contract Data;
  - (d) The priced Schedule of Prices/Bill of quantities (BoQ);
  - (e) The Specifications; and
  - (f) The Drawings
3. In consideration of the payments to be made by the Procuring Agency to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Procuring Agency to execute and complete the Works and remedy defects therein in conformity and in all respects within the provisions of the Contract.
4. The Procuring Agency hereby covenants to pay the Contractor, in consideration of the execution and completion of the Works as per provisions of the Contract, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

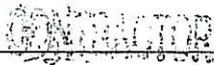
CONTRACTOR

*[Signature]*  
EXECUTIVE ENGINEER  
ROHRI DIVISION MORO

IN WITNESS WHEREOF the parties hereto have caused this Contract Agreement to be executed on the day, month and year first before written in accordance with their respective laws.

Signature of the Contactor

Signature of the Procuring Agency



(Seal)

\_\_\_\_\_

(Seal)

Signed, Sealed and Delivered in the presence of:

Witness:

  
WITNESS:  
ENGINEER  
REGIONAL DIVISION MORO

\_\_\_\_\_

(Name, Title and Address)

\_\_\_\_\_

(Name, Title and Address)

## CONTRACT DATA

( Note Except where otherwise, all contract Data should be filed in by the procuring agency prior to issuance of the bidding documents )

### Sub-classes of

### Condition 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 Rohri Division Moro

1.1.5 The Contractor means

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1.1.7 Commencement Date means the date of issue of Engineers Notice to commence which shall be issued with fourteen (14) Days of the signing of the contractor agreement .

1.1.9 Time for completion (04) months days.

1.1.20 Engineer

( IMTIAZ AHMED MEMON Executive Engineer Rohri Division Moro )

1.3 Documents forming the contract listed in the order of priority:

- (a) The contract Agreement
- (b) Letter of acceptance
- © The completed form of bid
- (d) Contract Data
- (e) Conditions of contract
- (f) The completed schedule to bid including schedule of price
- (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 documents, if not applicable)

2.1 Provision of site: on the commencements date

3.1 Authorized person: Executive Engineer Rohri Division Moro.

3.2 Name and Address of Engineers /Procuring Agency's representative  
IMTIAZ AHMED MEMON Executive Engineer Rohri Division Moro .

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Executive Engineer  
Rohri Division Moro

4.4 Performance Security:

Amount \_\_\_\_\_

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: \_\_\_\_\_ (Bar Chart/CPM/PERT or other)

9.1 Period for remedying defects

\_\_\_\_\_

10.2 (e) Variation procedures:

Day work rates \_\_\_\_\_ (details)

11.1 Terms of Payments

a) Mobilization Advance

(1) Mobilization Advance is not allowed

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\*: five (5%)

11.6 Currency of payment: Pak. Rupees

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:

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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: \_\_\_\_\_

\* *(Procuring Agency to specify as appropriate)*

\*\* *(It has to be in the Province of Sindh)*

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*[Signature]*  
EXECUTIVE ENGINEER  
ROHRI DIVISION MORO

**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  
Rohri Division M.O.

**Brief Description of Works**

**5.1 (a) Procuring Agency's address:**

Near Bus Stand M.O.

**(b) Engineer's address:**

Same

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:

- 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).

- 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% of Bid amount

(Fill in lump sum amount or in % age of bid amount /estimated cost, but not below 1% and not exceeding 5%)

**CONTRACTOR**

**EXECUTIVE ENGINEER  
ROHRI DIVISION M.O.**

14.1 Period of Bid Validity

(64) months ~~180 days~~

(Fill in "number of days" not exceeding 90)

14.4 Number of Copies of the Bid to be submitted:

One original plus \_\_\_\_\_ copies.

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

\_\_\_\_\_

(insert postal address or location of bid box for delivery by hand)

15.1 Deadline for Submission of Bids

Time: \_\_\_\_\_ AM/PM on \_\_\_\_\_.

16.1 Venue, Time, and Date of Bid Opening

Venue: \_\_\_\_\_

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

16.4 Responsiveness of Bids

- (i) Bid is valid till required period,
- \* (ii) Bid prices are firm during currency of contract/Price adjustment;
- (iii) Completion period offered is within specified limits,
- (iv) Bidder is eligible to Bid and possesses the requisite experience, capability and qualification,
- (v) Bid does not deviate from basic technical requirements and
- (vi) Bids are generally in order, etc.

\*Procuring agency can adopt either of two options. (Select either of them)

(a) **Fixed Price contract:** In these contracts no escalation will be provided during currency of the contract and normally period of completion of these works is upto 12 months.

(b) **Price adjustment contract:** In these contracts escalation will be paid only on those items and in the manner as notified by Finance Department, Government of Sindh, after bid opening during currency of the contract.

CONTRACTOR

Signature  
EXECUTIVE ENGINEER  
ROHRI DIVISION MORD

Issued to M/S.

Charged Rs. /- (3000/- Three Thousand only)

Vide D.R.No. Dated /11/2016

ROHRI CANAL CIRCLE HYDERABAD.  
ROHRI DIVISION MORO.

Item / percentage rate tender and contact for work,

  
 Executive Engineer  
 Rohri Division Moro

Issued for the work: **CONSTRUCTING STONE PITCHING ALONG ROHRI MAIN CANAL FROM RD 421 TO 425 IP.**

I/we hereby tender for the execution of the work at \_\_\_\_\_ percent above/ below the rate of Rs. estimated rates entered in the schedule of A-for Bid.

MEMORANDUM.

- |  |     |                |
|--|-----|----------------|
| a) General Description: -  |     | As above.      |
| b) Estimated cost: -   | Rs. | 38.112 million |
| c) Earnest money: -  | Rs. | 2 %            |
| d) Security deposit including earnest money:                             | Rs. | 5 %            |
| e) Percentage if any to be deducted from the bill (Rs. _____) percentage | Rs. | 3 %            |
| f) Time allowed for the completion of the work:-                         | Rs. | 4months        |

  
 EXECUTIVE ENGINEER,  
 ROHRI DIVISION MORO
CONTRACTOR'S NOTE.

In case my /our tender is accepted I /we agree to fill up and sign again the regular schedule of price Tender form which will than be considered as agreement for works and under take to abide by fulfill all the terms and conditions incorporated in the printed form of Bid tender form and Agreement.

Receipt No. \_\_\_\_\_ dated \_\_\_\_\_ from the \_\_\_\_\_  
 at \_\_\_\_\_ in respect of the sum of Rs. \_\_\_\_\_ is herewith forwarded representing  
 the earnest money.

SCHEDULE OF-A FOR BID

Attached separately.

CONTRACTOR.

NAME OF WORK:- CONSTRUCTION OF STONE PITCHING ALONG (SCHEDULE A TO BID)  
ROHRI MAIN CANAL FROM RD 421 TO 425 IP  
SIDE.

### SCHEDULE OF PRICE

Item of work	Quantity	Rate	Unit	Amount
Excavation in foundation of building bridges and other structures including dagbelling dressing rifling around structure with excavated earth watering and ramming lead up to 5 ft. (b) in ordinary soil (P-4/I-18b)	361186.5 Cft	3176/25	%0Cft	1147218/60
Earth for slush or daldal including dewatering (P-4/I-16)(Labour rate)	50400 Cft	2420/-	%0Cft	121968/- ✓
Rehandling of Earth work (a) lead up to a shingle throw of kassi, pahwsh or a showl (b) up to lead of 50ft (P-2/I-9b)	361186.5 Cft	1058/75	%0Cft	382406/20 ✓
Stone filling dry hand packed as filling behind retaining walls or in pitching and apron. (P-31/I-16)	72000 Cft	2684/-	%Cft	1932480/- ✓
Coursed rubble masonry hammer dressed. (d) In cement sand mortar, Ratio 1:6 (P-28/I-4iii)	14707.2 Cft	26288/46	%Cft	3866296/38 ✓
Formation dressing and preparing sub grade on slopes (b) on slopes (P-74/I-1 b)	121657.60 Sft	453/75	%Sft	552021/36 ✓
Stone pitching hand packed including sub base with hammer dressed stone on surface laid in courses including carriage of material within 3 chains (P-32/I-23)	260800 Cft	5377/63	%Cft	14024859/04 ✓
Erection and removal of centering RCC or plain cement concrete works of Deodar wood (2 <sup>nd</sup> class) (ii)vertical (P-18/I-19 a ii)	4000 Sft	7000/-	%Sft	2800000/- ✓
Cement concrete plain including placing compacting finishing and curing complete (including screening and washing of stone aggregate without shuttering (Ratio 1:2:4). (P-16/I-5f)	4000 Cft	14429/25	%Cft	577170/- ✓
<b>Total Rs.</b>				<b>22884419/60</b>
<b>Say Rs.</b>				<b>22884420/-</b>
Rate of Rs. of rates	% above / below on the price of item based on composite schedule			Rs.
<b>Grand Total Rs.</b>				

CONTRACTOR

  
EXECUTIVE ENGINEER,  
ROHRI DIVISION MORO.

FORM OF BID

Bid, Reference, No.

Constructing Stone Pitching along Rakkhi Morn  
Canal from RO-421 to 425 I.P.

To:

The Executive Engineer  
Water Division  
MORO

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 undertaking and obligations of this Bid, we submit herewith a Bid Security in the amount of Rs. = 762240/- Seven hundred and Sixty two thousand, two hundred and forty eight drawn in your favour or made payable to you and valid for a period of (04) months 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 (04) Months 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 of 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 persons or persons making a bid for the works.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2014.

Signature \_\_\_\_\_

In the capacity of **CONTRACTOR** \_\_\_\_\_ duly authorized to sign bid for and on behalf of

\_\_\_\_\_

(Name of Bidder in Block Capitals)  
(Seal)

Address

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

Witness:

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

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

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

\_\_\_\_\_

SCHEDULE -A TO BID

SCHEDULE OF PRICES- SUMMARY OF BID PRICES

Name of work: Constructing Stone Pitching along Rohri Main Canal From RD -421 to 425 IP

BILL No.	Description	Total Amount (RS.)
1	Stone Pitching items	
	Total Bid Price:-	

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EXECUTIVE ENGINEER  
ROHRI DIVISION MORO

GOVERNMENT OF SINDH

SPPRA BIDDING DOCUMENT



SINDH PUBLIC PROCUREMENT REGULATORY AUTHORITY  
(SPPRA)

STANDARD FORM OF BIDDING DOCUMENT

(civil works-medium works)

This SBD shall be used for medium works costing more than

**Rs. 2.5 million**

Name of work :-

**INSTRUCTION TO  
PROCUREMENT AGENCIES**

**INSTRUCTIONS TO BIDDERS**

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

**A. GENERAL**

**IB.1 Scope of Bid & Source of Funds**

**1.1 Scope of Bid**

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

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

**1.2 Source of Funds**

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

**IB.2 Eligible Bidders**

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

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

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

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

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

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

- (i) company profile;
- (ii) works of similar nature and size for each performed in last 3/5 years;
- (iii) construction equipments;
- (iv) qualification and experience of technical personnel and key site management;
- (v) financial statement of last 3 years;
- (vi) information regarding litigations and abandoned works if any.

**IB.3 Cost of Bidding**

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

**B. BIDDING DOCUMENTS**

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KORRI ENGINEERING

#### IB.4 Contents of Bidding Documents

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

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

#### IB.5 Clarification of Bidding Documents

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

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

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

6.1 At any time prior to the deadline for submission of Bids, the Procuring Agency may, for any reason, whether at his own initiative or in response to a clarification requested by a interested bidder, modify the Bidding Documents by issuing addendum.

6.2 Any addendum thus issued shall be part of the Bidding Documents pursuant to Sub-Clause 6.1 hereof, and shall be communicated in writing to all purchasers of the Bidding Documents. Prospective bidders shall acknowledge receipt of each addendum in writing to the Procuring Agency.

6.3 To afford interested bidders reasonable time in which to take an addendum into account in preparing their Bids, the Procuring Agency may at its discretion extend the deadline for submission of Bids.

#### C. PREPARATION OF BIDS

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EXECUTIVE ENGINEER  
ROHRI DIVISION 14030

**IB.7 Language of Bid**

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

**IB.8 Documents Comprising the Bid**

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

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

**IB.9 Sufficiency of Bid**

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

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

**IB.10 Bid Prices, Currency of Bid and Payment**

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

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

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

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

**IB.11 Documents Establishing Bidder's Eligibility and Qualifications**

11.1 Pursuant to Clause IB.8, the bidder shall furnish, as part of its bid, documents establishing the bidder's eligibility to bid and its qualifications to perform the Contract if its bid is accepted.

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EXECUTIVE ENGINEER  
ROHRI DIVISION MORO

11.2 Bidder must possess and provide evidence of its capability and the experience as stipulated in Bidding Data and the Qualification Criteria mentioned in the Bidding Documents.

#### **IB.12 Documents Establishing Works' Conformity to Bidding Documents**

12.1 The documentary evidence of the Works' conformity to the Bidding Documents may be in the form of literature, drawings and data and the bidder shall furnish documentation as set out in Bidding Data.

12.2 The bidder shall note that standards for workmanship, material and equipment, and references to brand names or catalogue numbers, if any, designated by the Procuring Agency in the Technical Provisions are intended to be descriptive only and not restrictive.

#### **IB.13 Bid Security**

13.1 Each bidder shall furnish, as part of his bid, at the option of the bidder, a Bid Security as percentage of bid price/estimated cost or in the amount stipulated in Bidding Data in Pak. Rupees in the form of *Deposit at Call/ Payee's Order or a Bank Guarantee* issued by a Scheduled Bank in Pakistan in favour of the Procuring Agency valid for a period up to twenty eight (28) days beyond the bid validity date (*Bid security should not be below 1% and not exceeding 5% of bid price/estimated cost SPP Rule 37*).

13.2 Any bid not accompanied by an acceptable Bid Security shall be rejected by the Procuring Agency as non-responsive.

13.3 The bid securities of unsuccessful bidders will be returned upon award of contract to the successful bidder or on the expiry of validity of Bid Security whichever is earlier.

13.4 The Bid Security of the successful bidder will be returned when the bidder has furnished the required Performance Security, and signed the Contract Agreement (SPP Rule 37).

13.5 The Bid Security may be forfeited:

- (a) if a bidder withdraws his bid during the period of bid validity; or
- (b) if a bidder does not accept the correction of his Bid Price, pursuant to Sub-Clause 16.4 (b) hereof; or
- (c) in the case of a successful bidder, if he fails within the specified time limit to:
  - (i) furnish the required Performance Security or
  - (ii) sign the Contract Agreement.

#### **IB.14 Validity of Bids, Format, Signing and Submission of Bid**

14.1 Bids shall remain valid for the period stipulated in the Bidding Data after the date of bid opening.

14.2 In exceptional circumstances, Procuring Agency may request the bidders to extend the period of validity for a additional period but not exceeding 1/3 of the original period. The request and the bidders' responses shall be made in writing or by cable. A Bidder may refuse the request without forfeiting the Bid Security. A Bidder agreeing to the request will not be required or permitted to otherwise modify the Bid, but will be required to extend the validity

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*[Signature]*  
PROCURING AGENCY  
TECHNICAL DIVISION

of Bid Security for the period of the extension, and in compliance with IB.13 in all respects (SPP Rule 38).

14.3 All Schedules to Bid are to be properly completed and signed.

14.4 No alteration is to be made in the Form of Bid except in filling up the blanks as directed. If any alteration be made or if these instructions be not fully complied with, the bid may be rejected.

14.5 Each bidder shall prepare Original and number of copies specified in the Bidding Data of the documents comprising the bid as described in IB.8 and clearly mark them —ORIGINAL□ and —COPY□ as appropriate. In the event of discrepancy between them, the original shall prevail.

14.6 The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign (in the case of copies, Photostats are also acceptable). This shall be indicated by submitting a written Power of Attorney authorising the signatory of the bidder to act for and on behalf of the bidder. All pages of the bid shall be initialed and official seal be affixed by the person or persons signing the bid.

14.7 The Bid shall be delivered in person or sent by registered mail at the address to Procuring Agency as given in Bidding Data.

**D. SUBMISSION OF BID**

**IB.15 Deadline for Submission, Modification & Withdrawal of Bids**

15.1 Bids must be received by the Procuring Agency at the address/provided in Bidding Data not later than the time and date stipulated therein.

15.2 The inner and outer envelopes shall

- (a) be addressed to the Procuring Agency at the address provided in the Bidding Data;
- (b) bear the name and identification number of the Contract as defined in the Bidding and Contract Data; and
- (c) provide a warning not to open before the specified time and date for Bid opening as defined in the Bidding Data.
- (d) in addition to the identification required in 15.2, the inner envelopes shall indicate the name and address of the Bidder to enable the Bid to be returned unopened in case it is declared late.
- (e) If the outer envelope is not sealed and marked as above, the Procuring Agency will assume no responsibility for the misplacement or premature opening of the Bid.

15.3 Bids submitted through telegraph, telex, fax or e-mail shall not be considered.

15.4 Any bid received by the Procuring Agency after the deadline for submission prescribed in Bidding Data will be returned unopened to such bidder.

CONTRACTOR

*[Signature]*  
EXECUTIVE ENGINEER  
ROBIL DIVISION MOH

15.5 Any bidder may modify or withdraw his bid after bid submission provided that the modification or written notice of withdrawal is received by the Procuring Agency prior to the deadline for submission of bids.

15.6 Withdrawal of a bid during the interval between the deadline for submission of bids and the expiration of the period of bid validity specified in the Form of Bid may result in forfeiture of the Bid Security pursuant to IB.13.5 (a).

**E. BID OPENING AND EVALUATION**

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

16.1 The Procuring Agency will open the bids, in the presence of bidders' representatives who choose to attend, at the time, date and in the place specified in the Bidding Data.

16.2 The bidder's name, Bid Prices, any discount, the presence or absence of Bid Security, and such other details as the Procuring Agency at its discretion may consider appropriate, will be announced by the Procuring Agency at the bid opening. The Procuring Agency will record the minutes of the bid opening. Representatives of the bidders who choose to attend shall sign the attendance sheet.

Any Bid Price or discount which is not read out and recorded at bid opening will not be taken into account in the evaluation of bid.

16.3 To assist in the examination, evaluation and comparison of Bids the Engineer/Procuring Agency may, at its discretion, ask the bidder for a clarification of its Bid. The request for clarification and the response shall be in writing and no change in the price or substance of the Bid shall be sought, offered or permitted (SPP Rule 43).

16.4 (a) Prior to the detailed evaluation, pursuant to IB.16.7 to 16.9, the Engineer/Procuring Agency will determine the substantial responsiveness of each bid to the Bidding Documents. For purpose of these instructions, a substantially responsive bid is one which conforms to all the terms and conditions of the Bidding Documents without material deviations. It will include determining the requirements listed in Bidding Data.

(b) Arithmetical errors will be rectified on the following basis:

If there is a discrepancy between the unit price and total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between the words and figures the amount in words shall prevail. If there is a discrepancy between the Total Bid price entered in Form of Bid and the total shown in Schedule of Prices-Summary, the amount stated in the Form of Bid will be corrected by the Procuring Agency in accordance with the Corrected Schedule of Prices. If the bidder does not accept the corrected amount of Bid, his Bid will be rejected and his Bid Security forfeited.

16.5 A Bid determined as substantially non-responsive will be rejected and will not subsequently be made responsive by the bidder by correction of the non-conformity.

**CONTRACTOR**

*[Signature]*  
**EXECUTIVE ENGINEER  
PROCUREMENT DIVISION**

9

16.6 Any minor informality or non-conformity or irregularity in a Bid which does not constitute a material deviation (**major deviation**) may be waived by Procuring Agency, provided such waiver does not prejudice or affect the relative ranking of any other bidders.

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

- (i) has been not properly signed;
- (ii) is not accompanied by the bid security of required amount and manner;
- (iii) stipulating price adjustment when fixed price bids were called for;
- (iv) failing to respond to specifications;
- (v) failing to comply with Mile-stones/Critical dates provided in Bidding Documents;
- (vi) sub-contracting contrary to the Conditions of Contract specified in Bidding Documents;
- (vii) refusing to bear important responsibilities and liabilities allocated in the Bidding Documents, such as performance guarantees and insurance coverage;
- (viii) taking exception to critical provisions such as applicable law, taxes and duties and dispute resolution procedures;
- (ix) a material deviation or reservation is one :
  - (a) which affect in any substantial way the scope, quality or performance of the works;
  - (b) adoption/rectification whereof would affect unfairly the competitive position of other bidders presenting substantially responsive bids.

**(B) Minor Deviations-**

Bids that offer deviations acceptable to the Procuring Agency and which can be assigned a monetary value may be considered substantially responsive at least as to the issue of fairness. This value would however be added as an adjustment for evaluation purposes only during the detailed evaluation process.

16.7 The Engineer/Procuring Agency will evaluate and compare only the bids previously determined to be substantially responsive pursuant to IB.16.4 to 16.6 as per requirements given hereunder. Bids will be evaluated for complete scope of works. The prices will be compared on the basis of the Evaluated Bid Price pursuant to IB.16.8 herein below.

**Technical Evaluation:** It will be examined in detail whether the works offered by the bidder complies with the Technical Provisions of the Bidding Documents. For this purpose, the bidder's data submitted with the bid in Schedule B to Bid will be compared with technical features/criteria of the works detailed in the Technical Provisions. Other technical information submitted with the bid regarding the Scope of Work will also be reviewed.

**16.8 Evaluated Bid Price**

In evaluating the bids, the Engineer/Procuring Agency will determine for each bid in addition to the Bid Price, the following factors (adjustments) in the manner and to the extent indicated below to determine the Evaluated Bid Price:

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

CONTRACTOR

*[Signature]*  
EXECUTIVE ENGINEER  
ROAD DIVISION MOGO

**IB.17 Process to be Confidential**

17.1 Subject to IB.16.3 heretofore, no bidder shall contact Engineer/Procuring Agency on any matter relating to its Bid from the time of the Bid opening to the time the bid evaluation result is announced by the Procuring Agency. The evaluation result shall be announced at least seven (07) days prior to award of Contract (SPP Rule 45). The announcement to all bidders will include table(s) comprising read out prices, discounted prices, price adjustments made, final evaluated prices and recommendations against all the bids evaluated.

17.2 Any effort by a bidder to influence Engineer/Procuring Agency in the Bid evaluation, Bid comparison or Contract Award decisions may result in the rejection of his Bid. Whereas any bidder feeling aggrieved, may lodge a written complaint to Complaint Redressal Committee as per terms and conditions mentioned in SPP Rules 31 & 32. However, mere fact of lodging a complaint shall not warrant suspension of procurement process.

17.3 Bidders may be excluded if involved in "Corrupt and Fraudulent Practices" means either one or any combination of the practices given below SPP Rule2(q);

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

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

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

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

(v) —Obstructive Practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract or deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements before investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or acts intended to materially impede the exercise of inspection and audit rights provided for under the Rules.

**F. AWARD OF CONTRACT**

**IB.18. Post Qualification**

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EXECUTIVE DIRECTOR  
CONSTRUCTION DIVISION

18.1 The Procuring Agency, at any stage of the bid evaluation, having credible reasons for or *prima facie* evidence of any defect in contractor's capacities, may require the contractors to provide information concerning their professional, technical, financial, legal or managerial competence whether already pre-qualified or not:

Provided, that such qualification shall only be laid down after recording reasons therefore in writing. They shall form part of the records of that bid evaluation report.

18.2 The determination will take into account the bidder's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the bidders' qualifications submitted under B.11, as well as such other information required in the Bidding Documents.

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

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

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

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

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

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

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

#### IB.21 Performance Security

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

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EXECUTIVE ENGINEER  
ROHRI DIVISION BARRID

21.2 Failure of the successful bidder to comply with the requirements of Sub-Clauses IB.20.2 & 20.3 or 21.1 or Clause IB.22 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security.

21.3 Publication of Award of Contract: within seven days of the award of contract, the procuring shall publish on the website of the authority and on its own website, if such a website exists, the results of the bidding process, identifying the bid through procurement identifying Number if any and the following information:

- (1) Evaluation Report;
- (2) Form of Contract and letter of Award;
- (3) Bill of Quantities or Schedule of Requirements. (SPP Rule 50)

**IB.22 Integrity Pact**

The Bidder shall sign and stamp the Form of Integrity Pact provided at Schedule-F to Bid in the Bidding Document for all Sindh Government procurement contracts exceeding Rupees ten (10) million. Failure to provide such Integrity Pact shall make the bid no responsive (SPP Rule 89).

CONTRACTOR

*[Signature]*  
EXECUTIVE ENGINEER  
ROHRI DIVISION MD/10

FORM OF CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT (hereinafter called the — Agreement ) made on the \_\_\_\_\_ day of \_\_\_\_\_ 2014 between Executive Engineer Rohri Division Moro (hereinafter called the Employer's Representative) of the one part and \_\_\_\_\_ (hereinafter called the contractor ) of the other part.

WHEREAS the Procuring Agency is desirous that certain Works, viz Construction of  
Pitching along Rabbia Mor Canal from RD - 42 to 425 IP.

should be executed by the Contractor and has accepted a Bid by the Contractor for the execution and completion of such Works and the remedying of any defects therein.

NOW this Agreement witnessed as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents after incorporating addenda, if any except those parts relating to Instructions to Bidders, shall be deemed to form and be read and construed as part of this Agreement, viz:
  - (a) The Letter of Acceptance;
  - (b) The completed Form of Bid along with Schedules to Bid;
  - (c) Conditions of Contract & Contract Data;
  - (d) The priced Schedule of Prices/Bill of quantities (BoQ);
  - (e) The Specifications; and
  - (f) The Drawings
3. In consideration of the payments to be made by the Procuring Agency to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Procuring Agency to execute and complete the Works and remedy defects therein in conformity and in all respects within the provisions of the Contract.
4. The Procuring Agency hereby covenants to pay the Contractor, in consideration of the execution and completion of the Works as per provisions of the Contract, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

CONTRACTOR

*[Signature]*  
EXECUTIVE ENGINEER  
ROHRI DIVISION MORO

IN WITNESS WHEREOF the parties hereto have caused this Contract Agreement to be executed on the day, month and year first before written in accordance with their respective laws.

Signature of the Contactor

Signature of the Procuring Agency

CONTRACTOR  
(Seal)

\_\_\_\_\_  
(Seal)

Signed, Sealed and Delivered in the presence of:

Witness:

[Signature]  
Witness:  
ENGINEER  
ROADS DIVISION MORO

\_\_\_\_\_  
(Name, Title and Address)

\_\_\_\_\_  
(Name, Title and Address)

## CONTRACT DATA

( Note Except where otherwise, all contract Data should be filed in by the procuring agency prior to issuance of the bidding documents )

### Sub-classes of

### Condition 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 Rohri Division Moro

1.1.5 The Contractor means

\_\_\_\_\_

\_\_\_\_\_

1.1.7 Commencement Date means the date of issue of Engineers Notice to commence which shall be issued with fourteen (14) Days of the signing of the contractor agreement .

1.1.9 Time for completion (04) months days.

1.1.20 Engineer

( IMTIAZ AHMED MEMON Executive Engineer Rohri Division Moro )

1.3 Documents forming the contract listed in the order of priority:

- (a) The contract Agreement
- (b) Letter of acceptance
- © The completed form of bid
- (d) Contract Data
- (e) Conditions of contract
- (f) The completed schedule to bid including schedule of price
- (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 documents, if not applicable)

2.1 Provision of site: on the commencements date

3.1 Authorized person: Executive Engineer Rohri Division Moro.

3.2 Name and Address of Engineers /Procuring Agency's representative  
IMTIAZ AHMED MEMON Executive Engineer Rohri Division Moro .

CONTRACTOR

  
Executive Engineer  
Rohri Division Moro

4.4 Performance Security:

Amount \_\_\_\_\_

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: \_\_\_\_\_ (Bar Chart/CPM/PERT or other)

9.1 Period for remedying defects

\_\_\_\_\_

10.2 (e) Variation procedures:

Day work rates \_\_\_\_\_ (details)

11.1 Terms of Payments

a) Mobilization Advance

(1) Mobilization Advance is not allowed

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\*: five (5%)

11.6 Currency of payment: Pak. Rupees

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:

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EXECUTIVE ENGINEER  
ROHRI DIVISION MORD

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: \_\_\_\_\_

\* (Procuring Agency to specify as appropriate)

\*\* (It has to be in the Province of Sindh)

CONTRACTOR

*[Signature]*  
EXECUTIVE ENGINEER  
ROHRI DIVISION MORO

**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  
Rohri Division Model

**Brief Description of Works**

5.1 (a) Procuring Agency's address:

Near Bus Stand Model

(b) Engineer's address:

Same

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:

- 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).

- 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% of Bid amount

(Fill in lump sum amount or in % age of bid amount /estimated cost, but not below 1% and not exceeding 5%)

**CONTRACTOR**

*Signature*  
**EXECUTIVE ENGINEER**  
**ROHRI DIVISION MODEL**

14.1 Period of Bid Validity

(64) months 18 days  
(Fill in "number of days" not exceeding 90)

14.4 Number of Copies of the Bid to be submitted:

One original plus \_\_\_\_\_ copies.

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

\_\_\_\_\_  
(insert postal address or location of bid box for delivery by hand)

15.1 Deadline for Submission of Bids

Time: \_\_\_\_\_ AM/PM on \_\_\_\_\_.

16.1 Venue, Time, and Date of Bid Opening

Venue: \_\_\_\_\_  
Time: \_\_\_\_\_ Date: \_\_\_\_\_

16.4 Responsiveness of Bids

- (i) Bid is valid till required period,
- \* (ii) Bid prices are firm during currency of contract/Price adjustment;
- (iii) Completion period offered is within specified limits,
- (iv) Bidder is eligible to Bid and possesses the requisite experience, capability and qualification.
- (v) Bid does not deviate from basic technical requirements and
- (vi) Bids are generally in order, etc.

\*Procuring agency can adopt either of two options. (Select either of them)

(a) **Fixed Price contract:** In these contracts no escalation will be provided during currency of the contract and normally period of completion of these works is upto 12 months.

(b) **Price adjustment contract:** In these contracts escalation will be paid only on those items and in the manner as notified by Finance Department, Government of Sindh, after bid opening during currency of the contract.

CONTRACTOR

\_\_\_\_\_  
EXECUTIVE ENGINEER  
ROHRI DIVISION MCRD

Issued to M/S.

Charged Rs. /- (3000/- Three Thousand only)

Vide D.R.No. Dated /11/2016

ROHRI CANAL CIRCLE HYDERABAD.  
ROHRI DIVISION MORO.

Item / percentage rate tender and contact for work.

  
Executive Engineer  
Rohri Division MoroIssued for the work: **CONSTRUCTING STONE PITCHING ALONG ROHRI MAIN  
CANAL FROM RD 415 TO 418 NIP.**I/we hereby tender for the execution of the work at \_\_\_\_\_ percent above/ below the rate of Rs.  
estimated rates entered in the schedule of A-for Bid.MEMORANDUM.

a) General Description: -		As above.
b) Estimated cost: -	Rs.	28.412 million
c) Earnest money: -	Rs.	2 %
d) Security deposit including earnest money:	Rs.	5 %
e) Percentage if any to be deducted from the bill (Rs. _____) percentage	Rs.	3 %
f) Time allowed for the completion of the work:-	Rs.	4months

  
EXECUTIVE ENGINEER,  
ROHRI DIVISION MOROCONTRACTOR'S NOTE.

In case my /our tender is accepted I /we agree to fill up and sign again the regular schedule of price Tender form which will than be considered as agreement for works and under take to abide by fulfill all the terms and conditions incorporated in the printed form of Bid tender form and Agreement.

Receipt No. \_\_\_\_\_ dated \_\_\_\_\_ from the \_\_\_\_\_  
at \_\_\_\_\_ in respect of the sum of Rs. \_\_\_\_\_ is herewith forwarded representing  
the earnest money.SCHEDULE OF-A FOR BID

CONTRACTOR.

Attached separately.

NAME OF WORK:- CONSTRUCTION OF STONE PITCHING ALONG (SCHEDULE A TO BID)  
ROHRI MAIN CANAL FROM RD 415 TO 418 NIP  
SIDE.

### SCHEDULE OF PRICE

	Item of work	Quantity	Rate	Unit	Amount
1	Excavation in foundation of building bridges and other structures including dagbelling dressing rifling around structure with excavated earth watering and ramming lead up to 5 ft. (b) in ordinary soil (P-4/I-18b)	236601.5 Cft	3176/25	%0Cft	751505/50
2	Earth for slush or daldal including dewatering (P-4/I-16)(Labour rate)	37800 Cft	2420/-	%0Cft	91476/-
3	Rehandling of Earth work (a) lead up to a shingle throw of kassi, pahwsh or a shawl (b) up to lead of 50ft (P-2/I-9b)	236601.5 Cft	1058/75	%0Cft	250501/85
4	Stone filling dry hand packed as filling behind retaining walls or in pitching and apron. (P-31/I-16)	54000 Cft	2684/-	%Cft	1449360/-
5	Coursed rubble masonry hammer dressed. (d) In cement sand mortar, Ratio 1:6 (P-28/I-4iii)	11030.4 Cft	26288/46	%Cft	2899722/29
6	Formation dressing and preparing sub grade on slopes (b) on slopes (P-74/I-1 b)	91243.2 Sft	453/75	%Sft	414016/02
7	Stone pitching hand packed including sub base with hammer dressed stone on surface laid in courses including carriage of material within 3 chains (P-32/I-23)	195600 Cft	5377/63	%Cft	10518644/28
8	Erection and removal of centering RCC or plain cement concrete works of Deodar wood (2 <sup>nd</sup> class) (ii)vertical (P-18/I-19 a ii)	3000 Sft	7000/-	%Sft	210000/-
9	Cement concrete plain including placing compacting finishing and curing complete (including screening and washing of stone aggregate without shuttering (Ratio 1:2:4). (P-16/I-5I)	3000 Cft	14429/25	%Cft	432877/50
<b>Total Rs.</b>					<b>17018103/33</b>
<b>Say Rs.</b>					<b>17018103/-</b>
Rate of Rs. of rates	% above / below on the price of item based on composite schedule				Rs.
<b>Grand Total Rs.</b>					

CONTRACTOR

  
EXECUTIVE ENGINEER,  
ROHRI DIVISION MORO.

FORM OF BID

Bid, Reference, No.

Construction Stone Ditching along Rakhli Man  
Canal from RD-415 to 418 BID

To:

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

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 undertaking and obligations of this Bid, we submit herewith a Bid Security in the amount of Rs. = 568240 Five hundred Sixty Eight Thousand Two hundred Forty Rupees drawn in your favour or made payable to you and valid for a period of (04) 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 (04) 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 of 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 persons or persons making a bid for the works.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2016

Signature \_\_\_\_\_

In the capacity of **CONTRACTOR** \_\_\_\_\_ duly authorized to sign bid for and on behalf of

\_\_\_\_\_  
\_\_\_\_\_  
(Name of Bidder in Block Capitals)  
(Seal)

Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Witness:

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

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

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

SCHEDULE -A TO BID

SCHEDULE OF PRICES- SUMMARY OF BID PRICES

Name of work: Constructing Stone Pitching along Rohri Main Canal From RD- 415 to 418 KIP.

BILL No.	Description	Total Amount (RS.)
1	Stone Pitching items	
	Total Bid Price:-	

CONTRACTOR

  
EXECUTIVE ENGINEER  
ROHRI DIVISION MORO

GOVERNMENT OF SINDH  
SPPRA BIDDING DOCUMENT



SINDH PUBLIC PROCUREMENT REGULATORY AUTHORITY  
(SPPRA)

STANDARD FORM OF BIDDING DOCUMENT

(civil works-medium works)

This SBD shall be used for medium works costing more than

**Rs. 2.5 million**

Name of work :-

INSTRUCTION TO  
PROCUREMENT AGENCIES

## INSTRUCTIONS TO BIDDERS

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

### A. GENERAL

#### IB.1 Scope of Bid & Source of Funds

##### 1.1 Scope of Bid

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

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

##### 1.2 Source of Funds

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

#### IB.2 Eligible Bidders

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

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

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

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

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

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

(i) company profile;

(ii) works of similar nature and size for each performed in last 3/5 years;

(iii) construction equipments;

(iv) qualification and experience of technical personnel and key site management;

(v) financial statement of last 3 years;

(vi) information regarding litigations and abandoned works if any.

#### IB.3 Cost of Bidding

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

### B. BIDDING DOCUMENTS

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 EXECUTIVE ENGINEER  
 ROHRI DIVISION  
 SPP

#### IB.4 Contents of Bidding Documents

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

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

#### IB.5 Clarification of Bidding Documents

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

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

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

6.1 At any time prior to the deadline for submission of Bids, the Procuring Agency may, for any reason, whether at his own initiative or in response to a clarification requested by a interested bidder, modify the Bidding Documents by issuing addendum.

6.2 Any addendum thus issued shall be part of the Bidding Documents pursuant to Sub-Clause 6.1 hereof, and shall be communicated in writing to all purchasers of the Bidding Documents. Prospective bidders shall acknowledge receipt of each addendum in writing to the Procuring Agency.

6.3 To afford interested bidders reasonable time in which to take an addendum into account in preparing their Bids, the Procuring Agency may at its discretion extend the deadline for submission of Bids.

#### C. PREPARATION OF BIDS

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ROHRI DIVISION MOBO

**IB.7 Language of Bid**

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

**IB.8 Documents Comprising the Bid**

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

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

**IB.9 Sufficiency of Bid**

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

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

**IB.10 Bid Prices, Currency of Bid and Payment**

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

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

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

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

**IB.11 Documents Establishing Bidder's Eligibility and Qualifications**

11.1 Pursuant to Clause IB.8, the bidder shall furnish, as part of its bid, documents establishing the bidder's eligibility to bid and its qualifications to perform the Contract if its bid is accepted.

CONTRACTOR

*[Signature]*  
EXECUTIVE ENGINEER  
ROHRI DIVISION MORO

11.2 Bidder must possess and provide evidence of its capability and the experience as stipulated in Bidding Data and the Qualification Criteria mentioned in the Bidding Documents.

#### **IB.12 Documents Establishing Works' Conformity to Bidding Documents**

12.1 The documentary evidence of the Works' conformity to the Bidding Documents may be in the form of literature, drawings and data and the bidder shall furnish documentation as set out in Bidding Data.

12.2 The bidder shall note that standards for workmanship, material and equipment, and references to brand names or catalogue numbers, if any, designated by the Procuring Agency in the Technical Provisions are intended to be descriptive only and not restrictive.

#### **IB.13 Bid Security**

13.1 Each bidder shall furnish, as part of his bid, at the option of the bidder, a Bid Security as percentage of bid price/estimated cost or in the amount stipulated in Bidding Data in Pak. Rupees in the form of *Deposit at Call/ Payee's Order or a Bank Guarantee* issued by a Scheduled Bank in Pakistan in favour of the Procuring Agency valid for a period up to twenty eight (28) days beyond the bid validity date (*Bid security should not be below 1% and not exceeding 5% of bid price/estimated cost SPP Rule 37*).

13.2 Any bid not accompanied by an acceptable Bid Security shall be rejected by the Procuring Agency as non-responsive.

13.3 The bid securities of unsuccessful bidders will be returned upon award of contract to the successful bidder or on the expiry of validity of Bid Security whichever is earlier.

13.4 The Bid Security of the successful bidder will be returned when the bidder has furnished the required Performance Security, and signed the Contract Agreement (SPP Rule 37).

13.5 The Bid Security may be forfeited:

- (a) if a bidder withdraws his bid during the period of bid validity; or
- (b) if a bidder does not accept the correction of his Bid Price, pursuant to Sub-Clause 16.4 (b) hereof; or
- (c) in the case of a successful bidder, if he fails within the specified time limit to:
  - (i) furnish the required Performance Security or
  - (ii) sign the Contract Agreement.

#### **IB.14 Validity of Bids, Format, Signing and Submission of Bid**

14.1 Bids shall remain valid for the period stipulated in the Bidding Data after the date of bid opening.

14.2 In exceptional circumstances, Procuring Agency may request the bidders to extend the period of validity for a additional period but not exceeding 1/3 of the original period. The request and the bidders' responses shall be made in writing or by cable. A Bidder may refuse the request without forfeiting the Bid Security. A Bidder agreeing to the request will not be required or permitted to otherwise modify the Bid, but will be required to extend the validity

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*[Handwritten Signature]*  
PROVISE ENGINEER  
GENERAL DIVISION MORTO

of Bid Security for the period of the extension, and in compliance with IB.13 in all respects (SPP Rule 38).

14.3 All Schedules to Bid are to be properly completed and signed.

14.4 No alteration is to be made in the Form of Bid except in filling up the blanks as directed. If any alteration be made or if these instructions be not fully complied with, the bid may be rejected.

14.5 Each bidder shall prepare Original and number of copies specified in the Bidding Data of the documents comprising the bid as described in IB.8 and clearly mark them —ORIGINAL□ and —COPY□ as appropriate. In the event of discrepancy between them, the original shall prevail.

14.6 The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign (in the case of copies, Photostats are also acceptable). This shall be indicated by submitting a written Power of Attorney authorising the signatory of the bidder to act for and on behalf of the bidder. All pages of the bid shall be initialed and official seal be affixed by the person or persons signing the bid.

14.7 The Bid shall be delivered in person or sent by registered mail at the address to Procuring Agency as given in Bidding Data.

#### D. SUBMISSION OF BID

##### IB.15 Deadline for Submission, Modification & Withdrawal of Bids

15.1 Bids must be received by the Procuring Agency at the address/provided in Bidding Data not later than the time and date stipulated therein.

15.2 The inner and outer envelopes shall

- (a) be addressed to the Procuring Agency at the address provided in the Bidding Data;
- (b) bear the name and identification number of the Contract as defined in the Bidding and Contract Data; and
- (c) provide a warning not to open before the specified time and date for Bid opening as defined in the Bidding Data.
- (d) in addition to the identification required in 15.2, the inner envelopes shall indicate the name and address of the Bidder to enable the Bid to be returned unopened in case it is declared late.
- (e) If the outer envelope is not sealed and marked as above, the Procuring Agency will assume no responsibility for the misplacement or premature opening of the Bid.

15.3 Bids submitted through telegraph, telex, fax or e-mail shall not be considered.

15.4 Any bid received by the Procuring Agency after the deadline for submission prescribed in Bidding Data will be returned unopened to such bidder.

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ROHINI DIVISION WORK

15.5 Any bidder may modify or withdraw his bid after bid submission provided that the modification or written notice of withdrawal is received by the Procuring Agency prior to the deadline for submission of bids.

15.6 Withdrawal of a bid during the interval between the deadline for submission of bids and the expiration of the period of bid validity specified in the Form of Bid may result in forfeiture of the Bid Security pursuant to IB.13.5 (a).

## E. BID OPENING AND EVALUATION

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

16.1 The Procuring Agency will open the bids, in the presence of bidders' representatives who choose to attend, at the time, date and in the place specified in the Bidding Data.

16.2 The bidder's name, Bid Prices, any discount, the presence or absence of Bid Security, and such other details as the Procuring Agency at its discretion may consider appropriate, will be announced by the Procuring Agency at the bid opening. The Procuring Agency will record the minutes of the bid opening. Representatives of the bidders who choose to attend shall sign the attendance sheet.

Any Bid Price or discount which is not read out and recorded at bid opening will not be taken into account in the evaluation of bid.

16.3 To assist in the examination, evaluation and comparison of Bids the Engineer/Procuring Agency may, at its discretion, ask the bidder for a clarification of its Bid. The request for clarification and the response shall be in writing and no change in the price or substance of the Bid shall be sought, offered or permitted (SPP Rule 43).

16.4 (a) Prior to the detailed evaluation, pursuant to IB.16.7 to 16.9, the Engineer/Procuring Agency will determine the substantial responsiveness of each bid to the Bidding Documents. For purpose of these instructions, a substantially responsive bid is one which conforms to all the terms and conditions of the Bidding Documents without material deviations. It will include determining the requirements listed in Bidding Data.

(b) Arithmetical errors will be rectified on the following basis:

If there is a discrepancy between the unit price and total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between the words and figures the amount in words shall prevail. If there is a discrepancy between the Total Bid price entered in Form of Bid and the total shown in Schedule of Prices-Summary, the amount stated in the Form of Bid will be corrected by the Procuring Agency in accordance with the Corrected Schedule of Prices. If the bidder does not accept the corrected amount of Bid, his Bid will be rejected and his Bid Security forfeited.

16.5 A Bid determined as substantially non-responsive will be rejected and will not subsequently be made responsive by the bidder by correction of the non-conformity.

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REGISTRATION NO. 1000

9

16.6 Any minor informality or non-conformity or irregularity in a Bid which does not constitute a material deviation (**major deviation**) may be waived by Procuring Agency, provided such waiver does not prejudice or affect the relative ranking of any other bidders.

**(A) Major (material) Deviations include:-**

- (i) has been not properly signed;
- (ii) is not accompanied by the bid security of required amount and manner;
- (iii) stipulating price adjustment when fixed price bids were called for;
- (iv) failing to respond to specifications;
- (v) failing to comply with Mile-stones/Critical dates provided in Bidding Documents;
- (vi) sub-contracting contrary to the Conditions of Contract specified in Bidding Documents;
- (vii) refusing to bear important responsibilities and liabilities allocated in the Bidding Documents, such as performance guarantees and insurance coverage;
- (viii) taking exception to critical provisions such as applicable law, taxes and duties and dispute resolution procedures;
- (ix) a material deviation or reservation is one :
  - (a) which affect in any substantial way the scope, quality or performance of the works;
  - (b) adoption/rectification whereof would affect unfairly the competitive position of other bidders presenting substantially responsive bids.

**(B) Minor Deviations-**

Bids that offer deviations acceptable to the Procuring Agency and which can be assigned a monetary value may be considered substantially responsive at least as to the issue of fairness. This value would however be added as an adjustment for evaluation purposes only during the detailed evaluation process:

16.7 The Engineer/Procuring Agency will evaluate and compare only the bids previously determined to be substantially responsive pursuant to IB.16.4 to 16.6 as per requirements given hereunder. Bids will be evaluated for complete scope of works. The prices will be compared on the basis of the Evaluated Bid Price pursuant to IB.16.8 herein below:

**Technical Evaluation:** It will be examined in detail whether the works offered by the bidder complies with the Technical Provisions of the Bidding Documents. For this purpose, the bidder's data submitted with the bid in Schedule B to Bid will be compared with technical features/criteria of the works detailed in the Technical Provisions. Other technical information submitted with the bid regarding the Scope of Work will also be reviewed.

**16.8 Evaluated Bid Price**

In evaluating the bids, the Engineer/Procuring Agency will determine for each bid in addition to the Bid Price, the following factors (adjustments) in the manner and to the extent indicated below to determine the Evaluated Bid Price:

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

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ROADS DIVISION  
MADRAS

**IB.17 Process to be Confidential**

17.1 Subject to IB.16.3 heretofore, no bidder shall contact Engineer/Procuring Agency on any matter relating to its Bid from the time of the Bid opening to the time the bid evaluation result is announced by the Procuring Agency. The evaluation result shall be announced at least seven (07) days prior to award of Contract (SPP Rule 45). The announcement to all bidders will include table(s) comprising read out prices, discounted prices, price adjustments made, final evaluated prices and recommendations against all the bids evaluated.

17.2 Any effort by a bidder to influence Engineer/Procuring Agency in the Bid evaluation, Bid comparison or Contract Award decisions may result in the rejection of his Bid. Whereas any bidder feeling aggrieved, may lodge a written complaint to Complaint Redressal Committee as per terms and conditions mentioned in SPP Rules 31 & 32. However, mere fact of lodging a complaint shall not warrant suspension of procurement process.

17.3 Bidders may be excluded if involved in "Corrupt and Fraudulent Practices" means either one or any combination of the practices given below SPP Rule2(q);

- (i) —Coercive Practice□ means any impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence the actions of a party to achieve a wrongful gain or to cause a wrongful loss to another party;
- (ii) —Collusive Practice□ means any arrangement between two or more parties to the procurement process or contract execution, designed to achieve with or without the knowledge of the procuring agency to establish prices at artificial, noncompetitive levels for any wrongful gain;
- (iii) "Corrupt Practice" means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful gain;
- (iv) —Fraudulent Practice" means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
- (v) "Obstructive Practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract or deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements before investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or acts intended to materially impede the exercise of inspection and audit rights provided for under the Rules.

**F. AWARD OF CONTRACT**

**IB.18. Post Qualification**

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JOHN DIVISION MORD

18.1 The Procuring Agency, at any stage of the bid evaluation, having credible reasons for or *prima facie* evidence of any defect in contractor's capacities, may require the contractors to provide information concerning their professional, technical, financial, legal or managerial competence whether already pre-qualified or not.

Provided, that such qualification shall only be laid down after recording reasons therefore in writing. They shall form part of the records of that bid evaluation report.

18.2 The determination will take into account the bidder's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the bidders' qualifications submitted under B.11, as well as such other information required in the Bidding Documents.

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

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

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

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

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

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

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

#### IB.21 Performance Security

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

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ROYAL ENGINEERING BOARD

21.2 Failure of the successful bidder to comply with the requirements of Sub-Clauses IB.20.2 & 20.3 or 21.1 or Clause IB.22 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security.

21.3 Publication of Award of Contract: within seven days of the award of contract, the procuring shall publish on the website of the authority and on its own website, if such a website exists, the results of the bidding process, identifying the bid through procurement identifying Number if any and the following information:

- (1) Evaluation Report;
- (2) Form of Contract and letter of Award;
- (3) Bill of Quantities or Schedule of Requirements. (SPP Rule 50)

**IB.22 Integrity Pact**

The Bidder shall sign and stamp the Form of Integrity Pact provided at Schedule-F to Bid in the Bidding Document for all Sindh Government procurement contracts exceeding Rupees ten (10) million. Failure to provide such Integrity Pact shall make the bid no responsive (SPP Rule 89).

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*[Signature]*  
EXECUTIVE ENGINEER  
ROHRU DIVISION, MOHCO

**FORM OF CONTRACT AGREEMENT**

THIS CONTRACT AGREEMENT (hereinafter called the —Agreement□) made on the \_\_\_\_\_ day of \_\_\_\_\_ 2016 between Executive Engineer Rohri Division Moro (hereinafter called the Employer's Representative) of the one part and \_\_\_\_\_ (hereinafter called the contractor□) of the other part.

WHEREAS the Procuring Agency is desirous that certain Works, viz. Construction Stone  
Ditching along Rakhimpur Canal from RD-415 to 418 NIP.

should be executed by the Contractor and has accepted a Bid by the Contractor for the execution and completion of such Works and the remedying of any defects therein.

NOW this Agreement witnessed as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents after incorporating addenda, if any except those parts relating to Instructions to Bidders, shall be deemed to form and be read and construed as part of this Agreement, viz:
  - (a) The Letter of Acceptance;
  - (b) The completed Form of Bid along with Schedules to Bid;
  - (c) Conditions of Contract & Contract Data;
  - (d) The priced Schedule of Prices/Bill of quantities (BoQ);
  - (e) The Specifications; and
  - (f) The Drawings
3. In consideration of the payments to be made by the Procuring Agency to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Procuring Agency to execute and complete the Works and remedy defects therein in conformity and in all respects within the provisions of the Contract.
4. The Procuring Agency hereby covenants to pay the Contractor, in consideration of the execution and completion of the Works as per provisions of the Contract, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

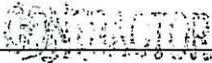
CONTRACTOR

*[Signature]*  
EXECUTIVE ENGINEER  
ROHRI DIVISION MORO

IN WITNESS WHEREOF the parties hereto have caused this Contract Agreement to be executed on the day, month and year first before written in accordance with their respective laws.

Signature of the Contactor

Signature of the Procuring Agency



(Seal)

\_\_\_\_\_

(Seal)

Signed, Sealed and Delivered in the presence of:

Witness:

  
WITNESS:  
ENGINEER  
LOCAL DIVISION MORO

\_\_\_\_\_

(Name, Title and Address)

\_\_\_\_\_

(Name, Title and Address)

## CONTRACT DATA

( Note Except where otherwise, all contract Data should be filed in by the procuring agency prior to issuance of the bidding documents )

### Sub-classes of

### Condition 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 Rohri Division Moro

1.1.5 The Contractor means

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1.1.7 Commencement Date means the date of issue of Engineers Notice to commence which shall be issued with fourteen (14) Days of the signing of the contractor agreement .

1.1.9 Time for completion 64 months days.

1.1.20 Engineer

( IMTIAZ AHMED MEMON Executive Engineer Rohri Division Moro )

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 schedule to bid including schedule of price
- (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 documents, if not applicable)

2.1 Provision of site: on the commencements date

3.1 Authorized person: Executive Engineer Rohri Division Moro.

3.2 Name and Address of Engineers /Procuring Agency's representative  
IMTIAZ AHMED MEMON Executive Engineer Rohri Division Moro .

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Executive Engineer  
Rohri Division Moro

4.4 Performance Security:

Amount \_\_\_\_\_

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: \_\_\_\_\_ (Bar Chart/CPM/PERT or other)

9.1 Period for remedying defects

\_\_\_\_\_

10.2 (e) Variation procedures:

Day work rates \_\_\_\_\_  
\_\_\_\_\_ (details)

11.1 Terms of Payments

a) Mobilization Advance

(1) Mobilization Advance is not allowed

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\*: five (5%)

11.6 Currency of payment: Pak. Rupees

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:

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EXECUTIVE ENGINEER  
ROHRI DIVISION MONG

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: \_\_\_\_\_

\* *(Procuring Agency to specify as appropriate)*

\*\* *(It has to be in the Province of Sindh)*

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EXECUTIVE ENGINEER  
ROHRI DIVISION MORO

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  
Rohri Division M.O.R.C.

Brief Description of Works

5.1 (a) Procuring Agency's address:

Near Bus Stand M.O.R.C.

(b) Engineer's address:

Same

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:

- 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).

- 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% of Bid amount

(Fill in lump sum amount or in % age of bid amount /estimated cost, but not below 1% and not exceeding 5%)

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Subbiah  
EXECUTIVE ENGINEER  
ROHRI DIVISION M.O.R.C.

14.1 Period of Bid Validity

(09) Months ~~180 days~~

(Fill in "number of days" not exceeding 90)

14.4 Number of Copies of the Bid to be submitted:

One original plus \_\_\_\_\_ copies.

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

Some

(insert postal address or location of bid box for delivery by hand)

15.1 Deadline for Submission of Bids

Time: \_\_\_\_\_ AM/PM on \_\_\_\_\_.

16.1 Venue, Time, and Date of Bid Opening

Venue: \_\_\_\_\_

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

16.4 Responsiveness of Bids

- (i) Bid is valid till required period,
- \*(ii) Bid prices are firm during currency of contract/Price adjustment;
- (iii) Completion period offered is within specified limits,
- (iv) Bidder is eligible to Bid and possesses the requisite experience, capability and qualification.
- (v) Bid does not deviate from basic technical requirements and
- (vi) Bids are generally in order, etc.

\*Procuring agency can adopt either of two options. (Select either of them)

(a) **Fixed Price contract:** In these contracts no escalation will be provided during currency of the contract and normally period of completion of these works is upto 12 months.

(b) **Price adjustment contract:** In these contracts escalation will be paid only on those items and in the manner as notified by Finance Department, Government of Sindh, after bid opening during currency of the contract.

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Signature  
EXECUTIVE ENGINEER  
ROHRI DIVISION MRO

Issued to M/S.

Charged Rs. /- (3000/- Three Thousand only)

Vide D.R.No. Dated /11/2016

ROHRI CANAL CIRCLE HYDERABAD.  
ROHRI DIVISION MORO.  
Executive Engineer  
Rohri Division Moro

Item / percentage rate tender and contact for work.

Issued for the work: **CONSTRUCTING STONE PITCHING ALONG ROHRI MAIN  
CANAL FROM RD 418 TO 421 NIP.**I/we hereby tender for the execution of the work at \_\_\_\_\_ percent above/ below the rate of Rs.  
estimated rates entered in the schedule of A-for Bid.MEMORANDUM.

- |    |  |     |                |
|----|--|-----|----------------|
| a) | General Description: -   |     | As above.      |
| b) | Estimated cost: -  | Rs. | 28.430 million |
| c) | Earnest money: -   | Rs. | 2 %            |
| d) | Security deposit including earnest<br>money:                             | Rs. | 5 %            |
| e) | Percentage if any to be deducted from<br>the bill (Rs. _____) percentage | Rs. | 3 %            |
| f) | Time allowed for the completion of<br>the work:-                         | Rs. | 4months        |

  
EXECUTIVE ENGINEER,  
ROHRI DIVISION MOROCONTRACTOR'S NOTE.In case my /our tender is accepted I /we agree to fill up and sign again the regular schedule of price  
Tender form which will than be considered as agreement for works and under take to abide by fulfill all the  
terms and conditions incorporated in the printed form of Bid tender form and Agreement.Receipt No. \_\_\_\_\_ dated \_\_\_\_\_ from the \_\_\_\_\_  
at \_\_\_\_\_ in respect of the sum of Rs. \_\_\_\_\_ is herewith forwarded representing  
the earnest money.SCHEDULE OF-A FOR BID'

Attached separately.

CONTRACTOR.

NAME OF WORK:- CONSTRUCTION OF STONE PITCHING ALONG (SCHEDULE A TO BID)  
ROHRI MAIN CANAL FROM RD 418 TO 421 NIP  
SIDE.

## SCHEDULE OF PRICE

Item of work	Quantity	Rate	Unit	Amount
Excavation in foundation of building bridges and other structures including dagbelling dressing rifling around structure with excavated earth watering and ramming lead up to 5 ft. (b) in ordinary soil (P-4/I-18b)	239987.5 Cft	3176/25	%0Cft	762260/29
Earth for slush or daldal including dewatering (P-4/I-16)(Labour rate)	37800 Cft	2420/-	%0Cft	91476/- ✓
Rehandling of Earth work (a) lead up to a shingle throw of kassi, pahwsh or a showl (b) up to lead of 50ft (P-2/I-9b)	239987.5 Cft	1058/75	%0Cft	254086/96
Stone filling dry hand packed as filling behind retaining walls or in pitching and apron. (P-31/I-16)	54000 Cft	2684/-	%Cft	1449360/- ✓
Coursed rubble masonry hammer dressed. (d) In cement sand mortar, Ratio 1:6 (P-28/I-4iii)	11030.4 Cft	26288/46	%Cft	2899722/29 ✓
Formation dressing and preparing sub grade on slopes (b) on slopes (P-74/I-1 b)	91243.2 Sft	453/75	%Sft	414016/02 ✓
Stone pitching hand packed including sub base with hammer dressed stone on surface laid in courses including carriage of material within 3 chains (P-32/I-23)	195600 Cft	5377/63	%Cft	10518644/28 ✓
Erection and removal of centering RCC or plain cement concrete works of Deodar wood (2 <sup>nd</sup> class) (ii)vertical (P-18/I-19 a ii)	3000 Sft	7000/-	%Sft	210000/- ✓
Cement concrete plain including placing compacting finishing and curing complete (including screening and washing of stone aggregate without shuttering (Ratio 1:2:4). (P-16/I-5f)	3000 Cft	14429/25	%Cft	432877/50 ✓
<b>Total Rs.</b>				<b>17032443/02</b>
<b>Say Rs.</b>				<b>17032443/-</b>
Rate of Rs. of rates	% above / below on the price of item based on composite schedule			Rs.
<b>Grand Total Rs.</b>				

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EXECUTIVE ENGINEER,  
ROHRI DIVISION MORO.

FORM OF BID

Bid, Reference, No.

Constructing Stone pitching along Rahim  
Mun Canal from RD- 418 to 421 N.P.

To:

The Executive Engineer  
Rahim Division  
MORO

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 \_\_\_\_\_ 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 undertaking and obligations of this Bid, we submit

herewith a Bid Security in the amount of Rs. = 568600/- five hundred  
Sixty Eight thousand and Six hundred of \_\_\_\_\_

drawn in your favour or made payable to you and valid for a period of (04) months 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 (04) months from the date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

6. Unless and until a formal Agreement is prepared and executed, this Bid, together with your written acceptance thereof, shall constitute a binding contract between us.
7. We undertake, if our Bid is accepted, to execute the Performance Security referred to in Conditions of Contract of 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 persons or persons making a bid for the works.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2013

Signature \_\_\_\_\_

In the capacity of **CONTRACTOR** \_\_\_\_\_ duly authorized to sign bid for and on behalf of

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

(Name of Bidder in Block Capitals)  
(Seal)

Address  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Witness:

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

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

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

\_\_\_\_\_

SCHEDULE -A TO BID

SCHEDULE OF PRICES- SUMMARY OF BID PRICES

Name of work: Constructing Stone Pitching along Rohri Main Canal From RD 418 to 421 NIP.

BILL No.	Description	Total Amount (RS.)
1	Stone Pitching items	
	Total Bid Price:-	

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ROHRI DIVISION MORO

GOVERNMENT OF SINDH  
SPPRA BIDDING DOCUMENT



SINDH PUBLIC PROCUREMENT REGULATORY AUTHORITY  
(SPPRA)

STANDARD FORM OF BIDDING DOCUMENT

(civil works-medium works)

This SBD shall be used for medium works costing more than

**Rs. 2.5 million**

Name of work :-

**INSTRUCTION TO  
PROCUREMENT AGENCIES**

**INSTRUCTIONS TO BIDDERS**

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

**A. GENERAL**

**IB.1 Scope of Bid & Source of Funds**

**1.1 Scope of Bid**

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

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

**1.2 Source of Funds**

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

**IB.2 Eligible Bidders**

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

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

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

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

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

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

- (i) company profile;
- (ii) works of similar nature and size for each performed in last 3/5 years;
- (iii) construction equipments;
- (iv) qualification and experience of technical personnel and key site management;
- (v) financial statement of last 3 years;
- (vi) information regarding litigations and abandoned works if any.

**IB.3 Cost of Bidding**

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

**B. BIDDING DOCUMENTS**

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#### IB.4 Contents of Bidding Documents

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

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

#### IB.5 Clarification of Bidding Documents

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

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

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

6.1 At any time prior to the deadline for submission of Bids, the Procuring Agency may, for any reason, whether at his own initiative or in response to a clarification requested by a interested bidder, modify the Bidding Documents by issuing addendum.

6.2 Any addendum thus issued shall be part of the Bidding Documents pursuant to Sub-Clause 6.1 hereof, and shall be communicated in writing to all purchasers of the Bidding Documents. Prospective bidders shall acknowledge receipt of each addendum in writing to the Procuring Agency.

6.3 To afford interested bidders reasonable time in which to take an addendum into account in preparing their Bids, the Procuring Agency may at its discretion extend the deadline for submission of Bids.

#### C. PREPARATION OF BIDS

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MOHRI DIVISION MOBO

**IB.7 Language of Bid**

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

**IB.8 Documents Comprising the Bid**

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

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

**IB.9 Sufficiency of Bid**

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

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

**IB.10 Bid Prices, Currency of Bid and Payment**

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

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

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

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

**IB.11 Documents Establishing Bidder's Eligibility and Qualifications**

11.1 Pursuant to Clause IB.8, the bidder shall furnish, as part of its bid, documents establishing the bidder's eligibility to bid and its qualifications to perform the Contract if its bid is accepted.

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*Sublet*  
EXECUTIVE ENGINEER  
ROHRI DIVISION MORO

11.2 Bidder must possess and provide evidence of its capability and the experience as stipulated in Bidding Data and the Qualification Criteria mentioned in the Bidding Documents.

#### **IB.12 Documents Establishing Works' Conformity to Bidding Documents**

12.1 The documentary evidence of the Works' conformity to the Bidding Documents may be in the form of literature, drawings and data and the bidder shall furnish documentation as set out in Bidding Data.

12.2 The bidder shall note that standards for workmanship, material and equipment, and references to brand names or catalogue numbers, if any, designated by the Procuring Agency in the Technical Provisions are intended to be descriptive only and not restrictive.

#### **IB.13 Bid Security**

13.1 Each bidder shall furnish, as part of his bid, at the option of the bidder, a Bid Security as percentage of bid price/estimated cost or in the amount stipulated in Bidding Data in Pak. Rupees in the form of *Deposit at Call/ Payee's Order or a Bank Guarantee* issued by a Scheduled Bank in Pakistan in favour of the Procuring Agency valid for a period up to twenty eight (28) days beyond the bid validity date (*Bid security should not be below 1% and not exceeding 5% of bid price/estimated cost SPP Rule 37*).

13.2 Any bid not accompanied by an acceptable Bid Security shall be rejected by the Procuring Agency as non-responsive.

13.3 The bid securities of unsuccessful bidders will be returned upon award of contract to the successful bidder or on the expiry of validity of Bid Security whichever is earlier.

13.4 The Bid Security of the successful bidder will be returned when the bidder has furnished the required Performance Security, and signed the Contract Agreement (SPP Rule 37).

13.5 The Bid Security may be forfeited:

- (a) if a bidder withdraws his bid during the period of bid validity; or
- (b) if a bidder does not accept the correction of his Bid Price, pursuant to Sub-Clause 16.4 (b) hereof; or
- (c) in the case of a successful bidder, if he fails within the specified time limit to:
  - (i) furnish the required Performance Security or
  - (ii) sign the Contract Agreement.

#### **IB.14 Validity of Bids, Format, Signing and Submission of Bid**

14.1 Bids shall remain valid for the period stipulated in the Bidding Data after the date of bid opening.

14.2 In exceptional circumstances, Procuring Agency may request the bidders to extend the period of validity for a additional period but not exceeding 1/3 of the original period. The request and the bidders' responses shall be made in writing or by cable. A Bidder may refuse the request without forfeiting the Bid Security. A Bidder agreeing to the request will not be required or permitted to otherwise modify the Bid, but will be required to extend the validity

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DIVISION OFFICE

of Bid Security for the period of the extension, and in compliance with IB.13 in all respects (SPP Rule 38).

14.3 All Schedules to Bid are to be properly completed and signed.

14.4 No alteration is to be made in the Form of Bid except in filling up the blanks as directed. If any alteration be made or if these instructions be not fully complied with, the bid may be rejected.

14.5 Each bidder shall prepare Original and number of copies specified in the Bidding Data of the documents comprising the bid as described in IB.8 and clearly mark them —ORIGINAL  and —COPY  as appropriate. In the event of discrepancy between them, the original shall prevail.

14.6 The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign (in the case of copies, Photostats are also acceptable). This shall be indicated by submitting a written Power of Attorney authorising the signatory of the bidder to act for and on behalf of the bidder. All pages of the bid shall be initialed and official seal be affixed by the person or persons signing the bid.

14.7 The Bid shall be delivered in person or sent by registered mail at the address to Procuring Agency as given in Bidding Data.

**D. SUBMISSION OF BID**

**IB.15 Deadline for Submission, Modification & Withdrawal of Bids**

15.1 Bids must be received by the Procuring Agency at the address/provided in Bidding Data not later than the time and date stipulated therein.

15.2 The inner and outer envelopes shall

- (a) be addressed to the Procuring Agency at the address provided in the Bidding Data;
- (b) bear the name and identification number of the Contract as defined in the Bidding and Contract Data; and
- (c) provide a warning not to open before the specified time and date for Bid opening as defined in the Bidding Data.
- (d) in addition to the identification required in 15.2, the inner envelopes shall indicate the name and address of the Bidder to enable the Bid to be returned unopened in case it is declared late.
- (e) If the outer envelope is not sealed and marked as above, the Procuring Agency will assume no responsibility for the misplacement or premature opening of the Bid.

15.3 Bids submitted through telegraph, telex, fax or e-mail shall not be considered.

15.4 Any bid received by the Procuring Agency after the deadline for submission prescribed in Bidding Data will be returned unopened to such bidder.

COLLECTOR

*[Signature]*  
EXECUTIVE ENGINEER  
ROUTE DIVISION MORO

15.5 Any bidder may modify or withdraw his bid after bid submission provided that the modification or written notice of withdrawal is received by the Procuring Agency prior to the deadline for submission of bids.

15.6 Withdrawal of a bid during the interval between the deadline for submission of bids and the expiration of the period of bid validity specified in the Form of Bid may result in forfeiture of the Bid Security pursuant to IB.13.5 (a).

## E. BID OPENING AND EVALUATION

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

16.1 The Procuring Agency will open the bids, in the presence of bidders' representatives who choose to attend, at the time, date and in the place specified in the Bidding Data.

16.2 The bidder's name, Bid Prices, any discount, the presence or absence of Bid Security, and such other details as the Procuring Agency at its discretion may consider appropriate, will be announced by the Procuring Agency at the bid opening. The Procuring Agency will record the minutes of the bid opening. Representatives of the bidders who choose to attend shall sign the attendance sheet.

Any Bid Price or discount which is not read out and recorded at bid opening will not be taken into account in the evaluation of bid.

16.3 To assist in the examination, evaluation and comparison of Bids the Engineer/Procuring Agency may, at its discretion, ask the bidder for a clarification of its Bid. The request for clarification and the response shall be in writing and no change in the price or substance of the Bid shall be sought, offered or permitted (SPP Rule 43).

16.4 (a) Prior to the detailed evaluation, pursuant to IB.16.7 to 16.9, the Engineer/Procuring Agency will determine the substantial responsiveness of each bid to the Bidding Documents. For purpose of these instructions, a substantially responsive bid is one which conforms to all the terms and conditions of the Bidding Documents without material deviations. It will include determining the requirements listed in Bidding Data.

(b) Arithmetical errors will be rectified on the following basis:

If there is a discrepancy between the unit price and total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between the words and figures the amount in words shall prevail. If there is a discrepancy between the Total Bid price entered in Form of Bid and the total shown in Schedule of Prices-Summary, the amount stated in the Form of Bid will be corrected by the Procuring Agency in accordance with the Corrected Schedule of Prices. If the bidder does not accept the corrected amount of Bid, his Bid will be rejected and his Bid Security forfeited.

16.5 A Bid determined as substantially non-responsive will be rejected and will not subsequently be made responsive by the bidder by correction of the non-conformity.

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*[Signature]*  
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NORTH DAKOTA MOBILE

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16.6 Any minor informality or non-conformity or irregularity in a Bid which does not constitute a material deviation (**major deviation**) may be waived by Procuring Agency, provided such waiver does not prejudice or affect the relative ranking of any other bidders.

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

- (i) has been not properly signed;
- (ii) is not accompanied by the bid security of required amount and manner;
- (iii) stipulating price adjustment when fixed price bids were called for;
- (iv) failing to respond to specifications;
- (v) failing to comply with Mile-stones/Critical dates provided in Bidding Documents;
- (vi) sub-contracting contrary to the Conditions of Contract specified in Bidding Documents;
- (vii) refusing to bear important responsibilities and liabilities allocated in the Bidding Documents, such as performance guarantees and insurance coverage;
- (viii) taking exception to critical provisions such as applicable law, taxes and duties and dispute resolution procedures;
- (ix) a material deviation or reservation is one :
  - (a) which affect in any substantial way the scope, quality or performance of the works;
  - (b) adoption/rectification whereof would affect unfairly the competitive position of other bidders presenting substantially responsive bids.

**(B) Minor Deviations-**

Bids that offer deviations acceptable to the Procuring Agency and which can be assigned a monetary value may be considered substantially responsive at least as to the issue of fairness. This value would however be added as an adjustment for evaluation purposes only during the detailed evaluation process.

16.7 The Engineer/Procuring Agency will evaluate and compare only the bids previously determined to be substantially responsive pursuant to IB.16.4 to 16.6 as per requirements given hereunder. Bids will be evaluated for complete scope of works. The prices will be compared on the basis of the Evaluated Bid Price pursuant to IB.16.8 herein below.

**Technical Evaluation:** It will be examined in detail whether the works offered by the bidder complies with the Technical Provisions of the Bidding Documents. For this purpose, the bidder's data submitted with the bid in Schedule B to Bid will be compared with technical features/criteria of the works detailed in the Technical Provisions. Other technical information submitted with the bid regarding the Scope of Work will also be reviewed.

**16.8 Evaluated Bid Price**

In evaluating the bids, the Engineer/Procuring Agency will determine for each bid in addition to the Bid Price, the following factors (adjustments) in the manner and to the extent indicated below to determine the Evaluated Bid Price:

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

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~~XXXXXXXXXX~~  
EXECUTIVE ENGINEER  
ROAD DIVISION MOG

### IB.17 Process to be Confidential

17.1 Subject to IB.16.3 heretofore, no bidder shall contact Engineer/Procuring Agency on any matter relating to its Bid from the time of the Bid opening to the time the bid evaluation result is announced by the Procuring Agency. The evaluation result shall be announced at least seven (07) days prior to award of Contract (SPP Rule 45). The announcement to all bidders will include table(s) comprising read out prices, discounted prices, price adjustments made, final evaluated prices and recommendations against all the bids evaluated.

17.2 Any effort by a bidder to influence Engineer/Procuring Agency in the Bid evaluation, Bid comparison or Contract Award decisions may result in the rejection of his Bid. Whereas any bidder feeling aggrieved, may lodge a written complaint to Complaint Redressal Committee as per terms and conditions mentioned in SPP Rules 31 & 32. However, mere fact of lodging a complaint shall not warrant suspension of procurement process.

17.3 Bidders may be excluded if involved in "Corrupt and Fraudulent Practices" means either one or any combination of the practices given below SPP Rule2(q);

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

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

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

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

(v) — **Obstructive Practice** means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract or deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements before investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or acts intended to materially impede the exercise of inspection and audit rights provided for under the Rules.

## F. AWARD OF CONTRACT

### IB.18. Post Qualification

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CONSTRUCTION BOARD

18.1 The Procuring Agency, at any stage of the bid evaluation, having credible reasons for or *prima facie* evidence of any defect in contractor's capacities, may require the contractors to provide information concerning their professional, technical, financial, legal or managerial competence whether already pre-qualified or not:

Provided, that such qualification shall only be laid down after recording reasons therefore in writing. They shall form part of the records of that bid evaluation report.

18.2 The determination will take into account the bidder's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the bidders' qualifications submitted under B.11, as well as such other information required in the Bidding Documents.

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

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

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

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

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

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

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

#### IB.21 Performance Security

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

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ROHRI DIVISION MOBI

21.2 Failure of the successful bidder to comply with the requirements of Sub-Clauses IB.20.2 & 20.3 or 21.1 or Clause IB.22 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security.

21.3 Publication of Award of Contract: within seven days of the award of contract, the procuring shall publish on the website of the authority and on its own website, if such a website exists, the results of the bidding process, identifying the bid through procurement identifying Number if any and the following information:

- (1) Evaluation Report;
- (2) Form of Contract and letter of Award;
- (3) Bill of Quantities or Schedule of Requirements. (SPP Rule 50)

**IB.22 Integrity Pact**

The Bidder shall sign and stamp the Form of Integrity Pact provided at Schedule-F to Bid in the Bidding Document for all Sindh Government procurement contracts exceeding Rupees ten (10) million. Failure to provide such Integrity Pact shall make the bid no responsive (SPP Rule 89).

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*[Signature]*  
EXECUTIVE ENGINEER  
ROHRI DIVISION MOHO

FORM OF CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT (hereinafter called the —Agreement□) made on the \_\_\_\_\_ day of \_\_\_\_\_ 2016 between Executive Engineer Rohri Division Moro (hereinafter called the Employer's Representative) of the one part and \_\_\_\_\_ (hereinafter called the contractor□) of the other part.

WHEREAS the Procuring Agency is desirous that certain Works, viz. Constructing Storage Pitching along Rohri Main Canal from RD-418 to 421 NIP.

should be executed by the Contractor and has accepted a Bid by the Contractor for the execution and completion of such Works and the remedying of any defects therein.

NOW this Agreement witnessed as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents after incorporating addenda, if any except those parts relating to Instructions to Bidders, shall be deemed to form and be read and construed as part of this Agreement, viz:
  - (a) The Letter of Acceptance;
  - (b) The completed Form of Bid along with Schedules to Bid;
  - (c) Conditions of Contract & Contract Data;
  - (d) The priced Schedule of Prices/Bill of quantities (BoQ);
  - (e) The Specifications; and
  - (f) The Drawings
3. In consideration of the payments to be made by the Procuring Agency to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Procuring Agency to execute and complete the Works and remedy defects therein in conformity and in all respects within the provisions of the Contract.
4. The Procuring Agency hereby covenants to pay the Contractor, in consideration of the execution and completion of the Works as per provisions of the Contract, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

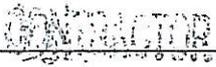
CONTRACTOR

[Signature]  
EXECUTIVE ENGINEER  
ROHRI DIVISION MORO

IN WITNESS WHEREOF the parties hereto have caused this Contract Agreement to be executed on the day, month and year first before written in accordance with their respective laws.

Signature of the Contactor

Signature of the Procuring Agency



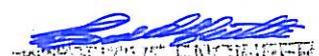
(Seal)

\_\_\_\_\_

(Seal)

Signed, Sealed and Delivered in the presence of:

Witness:

  
Witness:  
ENGINEER  
DIVISION MCRD

\_\_\_\_\_  
(Name, Title and Address)

\_\_\_\_\_  
(Name, Title and Address)

## CONTRACT DATA

(Note Except where otherwise, all contract Data should be filed in by the procuring agency prior to issuance of the bidding documents)

### Sub-classes of

### Condition 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 Rohri Division Moro

1.1.5 The Contractor means

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1.1.7 Commencement Date means the date of issue of Engineers Notice to commence which shall be issued with fourteen (14) Days of the signing of the contractor agreement.

1.1.9 Time for completion (04) Months days.

1.1.20 Engineer

(IMTIAZ AHMED MEMON Executive Engineer Rohri Division Moro)

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 schedule to bid including schedule of price
- (g) The Drawings if any
- (h) The specifications
- (i) \_\_\_\_\_
- (j) \_\_\_\_\_

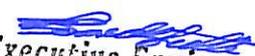
(The procuring Agency may add, in order of priority, such other documents as form part of the contract, delete the documents, if not applicable)

2.1 Provision of site: on the commencements date

3.1 Authorized person: Executive Engineer Rohri Division Moro.

3.2 Name and Address of Engineers /Procuring Agency's representative  
IMTIAZ AHMED MEMON Executive Engineer Rohri Division Moro .

CONTRACTOR

  
Executive Engineer  
Rohri Division Moro

4.4 Performance Security:

Amount \_\_\_\_\_

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: \_\_\_\_\_ (Bar Chart/CPM/PERT or other)

9.1 Period for remedying defects

\_\_\_\_\_

10.2 (e) Variation procedures:

Day work rates \_\_\_\_\_  
\_\_\_\_\_ (details)

11.1 Terms of Payments

a) Mobilization Advance

(1) Mobilization Advance is not allowed

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\*: five (5%)

11.6 Currency of payment: Pak. Rupees

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:

CONTRACTOR

  
EXECUTIVE ENGINEER  
ROHRI DIVISION MORG

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: \_\_\_\_\_

\* *(Procuring Agency to specify as appropriate)*

\*\* *(It has to be in the Province of Sindh)*

CONTRACTOR

~~Signature~~  
EXECUTIVE ENGINEER  
ROHRI DIVISION MORO

## 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  
Rohri Division W/O

### Brief Description of Works

#### 5.1 (a) Procuring Agency's address:

Near Bus Stand W/O

#### (b) Engineer's address:

Same

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:

- 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).

- 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% of Bid amount

(Fill in lump sum amount or in % age of bid amount /estimated cost, but not below 1% and not exceeding 5%)

CONTRACTOR

[Signature]  
EXECUTIVE ENGINEER  
ROHRI DIVISION W/O

14.1 Period of Bid Validity

(04) Months ~~180 days~~  
(Fill in "number of days" not exceeding 90)

14.4 Number of Copies of the Bid to be submitted:

One original plus \_\_\_\_\_ copies.

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

Roheri  
(insert postal address or location of bid box for delivery by hand)

15.1 Deadline for Submission of Bids

Time: \_\_\_\_\_ AM/PM on \_\_\_\_\_.

16.1 Venue, Time, and Date of Bid Opening

Venue: \_\_\_\_\_  
Time: \_\_\_\_\_ Date: \_\_\_\_\_

16.4 Responsiveness of Bids

- (i) Bid is valid till required period,
- \* (ii) Bid prices are firm during currency of contract/Price adjustment;
- (iii) Completion period offered is within specified limits,
- (iv) Bidder is eligible to Bid and possesses the requisite experience, capability and qualification.
- (v) Bid does not deviate from basic technical requirements and
- (vi) Bids are generally in order, etc.

\*Procuring agency can adopt either of two options. (Select either of them)

(a) **Fixed Price contract:** In these contracts no escalation will be provided during currency of the contract and normally period of completion of these works is upto 12 months.

(b) **Price adjustment contract:** In these contracts escalation will be paid only on those items and in the manner as notified by Finance Department, Government of Sindh, after bid opening during currency of the contract.

CONTRACTOR

Submittal  
EXECUTIVE ENGINEER  
ROHRI DIVISION MORO

N.I.T. issued under XEN RDNo:TC/G-55/

Moro dated. /11/2016.

Issued to M/S.

Charged Rs. /- (3000/- Three Thousand only)

Vide D.R.No. Dated /11/2016

ROHRI CANAL CIRCLE HYDERABAD.  
ROHRI DIVISION MORO.

Item / percentage rate tender and contact for work.

  
Executive Engineer  
Rohri Division Moro

Issued for the work: **CONSTRUCTING STONE PITCHING ALONG ROHRI MAIN  
CANAL FROM RD 421 TO 425 NIP.**

I/we hereby tender for the execution of the work at \_\_\_\_\_ percent above/ below the rate of Rs.  
estimated rates entered in the schedule of A-for Bid.

MEMORANDUM.

- |  |     |                |
|--|-----|----------------|
| a) General Description: -  |     | As above.      |
| b) Estimated cost: -   | Rs. | 37.664 million |
| c) Earnest money: -  | Rs. | 2 %            |
| d) Security deposit including earnest money:                             | Rs. | 5 %            |
| e) Percentage if any to be deducted from the bill (Rs. _____) percentage | Rs. | 3 %            |
| f) Time allowed for the completion of the work:-                         | Rs. | 4months        |

  
EXECUTIVE ENGINEER,  
ROHRI DIVISION MORO

CONTRACTOR'S NOTE.

In case my /our tender is accepted I /we agree to fill up and sign again the regular schedule of price Tender form which will than be considered as agreement for works and under take to abide by fulfill all the terms and conditions incorporated in the printed form of Bid tender form and Agreement.

Receipt No. \_\_\_\_\_ dated \_\_\_\_\_ from the \_\_\_\_\_  
at \_\_\_\_\_ in respect of the sum of Rs. \_\_\_\_\_ is herewith forwarded representing  
the earnest money.

SCHEDULE OF-A FOR BID\* \_\_\_\_\_

CONTRACTOR.

Attached separately.

NAME OF WORK:- CONSTRUCTION OF STONE PITCHING ALONG ROHRI MAIN CANAL FROM RD 421 TO 425 NIP SIDE. (SCHEDULE A TO BID)

### SCHEDULE OF PRICE

	Item of work	Quantity	Rate	Unit	Amount
1	Excavation in foundation of building bridges and other structures including dagbelling dressing rifling around structure with excavated earth watering and ramming lead up to 5 ft. (b) in ordinary soil (P-4/I-18b)	263972.5 Cft	3176/25	%0Cft	838442/65
2	Earth for slush or daldal including dewatering (P-4/I-16)(Labour rate)	50400 Cft	2420/-	%0Cft	121968/- ✓
3	Rehandling of Earth work (a) lead up to a shingle throw of kassi, pahwsh or a shawl (b) up to lead of 50ft (P-2/I-9b)	263972.5 Cft	1058/75	%0Cft	279780/88
4	Stone filling dry hand packed as filling behind retaining walls or in pitching and apron. (P-31/I-16)	72000 Cft	2684/-	%Cft	1932480/- ✓
5	Coursed rubble masonry hammer dressed. (d) In cement sand mortar, Ratio 1:6 (P-28/I-4iii)	14707.2 Cft	26288/46	%Cft	3866296/38 ✓
6	Formation dressing and preparing sub grade on slopes (b) on slopes (P-74/I-1 b)	121657.6 Sft	453/75	%Sft	552021/36 ✓
7	Stone pitching hand packed including sub base with hammer dressed stone on surface laid in courses including carriage of material within 3 chains (P-32/I-23)	260800 Cft	5377/63	%Cft	14024859/04 ✓
8	Erection and removal of centering RCC or plain cement concrete works of Deodar wood (2 <sup>nd</sup> class) (ii)vertical (P-18/I-19 a ii)	4000 Sft	7000/-	%Sft	280000/- ✓
9	Cement concrete plain including placing compacting finishing and curing complete (including screening and washing of stone aggregate without shuttering (Ratio 1:2:4). (P-16/I-5f)	4000 Cft	14429/25	%Cft	577170/- ✓
Total Rs.					22472718/31
Say Rs.					22472718/-
Rate of Rs. of rates	% above / below on the price of item based on composite schedule				Rs.
Grand Total Rs.					

CONTRACTOR

  
EXECUTIVE ENGINEER,  
ROHRI DIVISION MORO.

FORM OF BID

Bid, Reference, No.

Construction Stone Pitching along Rahvi  
Main Canal from No. 421 to 425 RWP.

To:

The Executive Engineer  
Rahvi Division  
M.S.O

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 undertaking and obligations of this Bid, we submit herewith a Bid Security in the amount of Rs. = 753280/- Seven hundred  
fifty three thousand two hundred eighty eight  
drawn in your favour or made payable to you and valid for a period of (04) 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 (04) 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 of 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 persons or persons making a bid for the works.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2012

Signature \_\_\_\_\_

In the capacity of **CONTRACTOR** \_\_\_\_\_ duly authorized to sign bid for and on behalf of

\_\_\_\_\_  
\_\_\_\_\_  
(Name of Bidder in Block Capitals)  
(Seal)

Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Witness:

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

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

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

SCHEDULE -A TO BID

SCHEDULE OF PRICES- SUMMARY OF BID PRICES

Name of work: Constructing Stone Pitching along Rohri Main Canal From RD - 421 to 425 NIP

BILL No.	Description	Total Amount (RS.)
1	Stone Pitching items	
	Total Bid Price:-	

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EXECUTIVE ENGINEER  
ROHRI DIVISION MORO

GOVERNMENT OF SINDH

SPPRA BIDDING DOCUMENT



SINDH PUBLIC PROCUREMENT REGULATORY AUTHORITY  
(SPPRA)

STANDARD FORM OF BIDDING DOCUMENT

(civil works-medium works)

This SBD shall be used for medium works costing more than  
**Rs. 2.5 million**

Name of work :-

**INSTRUCTION TO  
PROCUREMENT AGENCIES**

## INSTRUCTIONS TO BIDDERS

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

### A. GENERAL

#### IB.1 Scope of Bid & Source of Funds

##### 1.1 Scope of Bid

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

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

##### 1.2 Source of Funds

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

#### IB.2 Eligible Bidders

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

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

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

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

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

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

(i) company profile;

(ii) works of similar nature and size for each performed in last 3/5 years;

(iii) construction equipments;

(iv) qualification and experience of technical personnel and key site management;

(v) financial statement of last 3 years;

(vi) information regarding litigations and abandoned works if any.

#### IB.3 Cost of Bidding

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

### B. BIDDING DOCUMENTS

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KORRI ENGINEERING

#### IB.4 Contents of Bidding Documents

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

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

#### IB.5 Clarification of Bidding Documents

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

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

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

6.1 At any time prior to the deadline for submission of Bids, the Procuring Agency may, for any reason, whether at his own initiative or in response to a clarification requested by a interested bidder, modify the Bidding Documents by issuing addendum.

6.2 Any addendum thus issued shall be part of the Bidding Documents pursuant to Sub-Clause 6.1 hereof, and shall be communicated in writing to all purchasers of the Bidding Documents. Prospective bidders shall acknowledge receipt of each addendum in writing to the Procuring Agency.

6.3 To afford interested bidders reasonable time in which to take an addendum into account in preparing their Bids, the Procuring Agency may at its discretion extend the deadline for submission of Bids.

#### C. PREPARATION OF BIDS

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NON IRI DIVISION MCRD

**IB.7 Language of Bid**

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

**IB.8 Documents Comprising the Bid**

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

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

**IB.9 Sufficiency of Bid**

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

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

**IB.10 Bid Prices, Currency of Bid and Payment**

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

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

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

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

**IB.11 Documents Establishing Bidder's Eligibility and Qualifications**

11.1 Pursuant to Clause IB.8, the bidder shall furnish, as part of its bid, documents establishing the bidder's eligibility to bid and its qualifications to perform the Contract if its bid is accepted.

**CONTRACTOR**

*[Signature]*  
**EXECUTIVE ENGINEER  
ROHRI DIVISION MORO**

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11.2 Bidder must possess and provide evidence of its capability and the experience as stipulated in Bidding Data and the Qualification Criteria mentioned in the Bidding Documents.

#### **IB.12 Documents Establishing Works' Conformity to Bidding Documents**

12.1 The documentary evidence of the Works' conformity to the Bidding Documents may be in the form of literature, drawings and data and the bidder shall furnish documentation as set out in Bidding Data.

12.2 The bidder shall note that standards for workmanship, material and equipment, and references to brand names or catalogue numbers, if any, designated by the Procuring Agency in the Technical Provisions are intended to be descriptive only and not restrictive.

#### **IB.13 Bid Security**

13.1 Each bidder shall furnish, as part of his bid, at the option of the bidder, a Bid Security as percentage of bid price/estimated cost or in the amount stipulated in Bidding Data in Pak. Rupees in the form of *Deposit at Call/ Payee's Order or a Bank Guarantee* issued by a Scheduled Bank in Pakistan in favour of the Procuring Agency valid for a period up to twenty eight (28) days beyond the bid validity date (*Bid security should not be below 1% and not exceeding 5% of bid price/estimated cost SPP Rule 37*).

13.2 Any bid not accompanied by an acceptable Bid Security shall be rejected by the Procuring Agency as non-responsive.

13.3 The bid securities of unsuccessful bidders will be returned upon award of contract to the successful bidder or on the expiry of validity of Bid Security whichever is earlier.

13.4 The Bid Security of the successful bidder will be returned when the bidder has furnished the required Performance Security, and signed the Contract Agreement (SPP Rule 37).

13.5 The Bid Security may be forfeited:

- (a) if a bidder withdraws his bid during the period of bid validity; or
- (b) if a bidder does not accept the correction of his Bid Price, pursuant to Sub-Clause 16.4 (b) hereof; or
- (c) in the case of a successful bidder, if he fails within the specified time limit to:
  - (i) furnish the required Performance Security or
  - (ii) sign the Contract Agreement.

#### **IB.14 Validity of Bids, Format, Signing and Submission of Bid**

14.1 Bids shall remain valid for the period stipulated in the Bidding Data after the date of bid opening.

14.2 In exceptional circumstances, Procuring Agency may request the bidders to extend the period of validity for a additional period but not exceeding 1/3 of the original period. The request and the bidders' responses shall be made in writing or by cable. A Bidder may refuse the request without forfeiting the Bid Security. A Bidder agreeing to the request will not be required or permitted to otherwise modify the Bid, but will be required to extend the validity

CONTRACTOR

*[Signature]*  
EXECUTIVE ENGINEER  
PROCUREMENTS SECTION

of Bid Security for the period of the extension, and in compliance with IB.13 in all respects (SPP Rule 38).

14.3 All Schedules to Bid are to be properly completed and signed.

14.4 No alteration is to be made in the Form of Bid except in filling up the blanks as directed. If any alteration be made or if these instructions be not fully complied with, the bid may be rejected.

14.5 Each bidder shall prepare Original and number of copies specified in the Bidding Data of the documents comprising the bid as described in IB.8 and clearly mark them —ORIGINAL□ and —COPY□ as appropriate. In the event of discrepancy between them, the original shall prevail.

14.6 The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign (in the case of copies, Photostats are also acceptable). This shall be indicated by submitting a written Power of Attorney authorising the signatory of the bidder to act for and on behalf of the bidder. All pages of the bid shall be initialed and official seal be affixed by the person or persons signing the bid.

14.7 The Bid shall be delivered in person or sent by registered mail at the address to Procuring Agency as given in Bidding Data.

**D. SUBMISSION OF BID**

**IB.15 Deadline for Submission, Modification & Withdrawal of Bids**

15.1 Bids must be received by the Procuring Agency at the address/provided in Bidding Data not later than the time and date stipulated therein.

15.2 The inner and outer envelopes shall

- (a) be addressed to the Procuring Agency at the address provided in the Bidding Data;
- (b) bear the name and identification number of the Contract as defined in the Bidding and Contract Data; and
- (c) provide a warning not to open before the specified time and date for Bid opening as defined in the Bidding Data.
- (d) in addition to the identification required in 15.2, the inner envelopes shall indicate the name and address of the Bidder to enable the Bid to be returned unopened in case it is declared late.
- (e) If the outer envelope is not sealed and marked as above, the Procuring Agency will assume no responsibility for the misplacement or premature opening of the Bid.

15.3 Bids submitted through telegraph, telex, fax or e-mail shall not be considered.

15.4 Any bid received by the Procuring Agency after the deadline for submission prescribed in Bidding Data will be returned unopened to such bidder.

**CONTRACTOR**

*[Signature]*  
**EXECUTIVE ENGINEER**  
**ROHRI DIVISION MORD**

15.5 Any bidder may modify or withdraw his bid after bid submission provided that the modification or written notice of withdrawal is received by the Procuring Agency prior to the deadline for submission of bids.

15.6 Withdrawal of a bid during the interval between the deadline for submission of bids and the expiration of the period of bid validity specified in the Form of Bid may result in forfeiture of the Bid Security pursuant to IB.13.5 (a).

**E. BID OPENING AND EVALUATION**

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

16.1 The Procuring Agency will open the bids, in the presence of bidders' representatives who choose to attend, at the time, date and in the place specified in the Bidding Data.

16.2 The bidder's name, Bid Prices, any discount, the presence or absence of Bid Security, and such other details as the Procuring Agency at its discretion may consider appropriate, will be announced by the Procuring Agency at the bid opening. The Procuring Agency will record the minutes of the bid opening. Representatives of the bidders who choose to attend shall sign the attendance sheet.

Any Bid Price or discount which is not read out and recorded at bid opening will not be taken into account in the evaluation of bid.

16.3 To assist in the examination, evaluation and comparison of Bids the Engineer/Procuring Agency may, at its discretion, ask the bidder for a clarification of its Bid. The request for clarification and the response shall be in writing and no change in the price or substance of the Bid shall be sought, offered or permitted (SPP Rule 43).

16.4 (a) Prior to the detailed evaluation, pursuant to IB.16.7 to 16.9, the Engineer/Procuring Agency will determine the substantial responsiveness of each bid to the Bidding Documents. For purpose of these instructions, a substantially responsive bid is one which conforms to all the terms and conditions of the Bidding Documents without material deviations. It will include determining the requirements listed in Bidding Data.

(b) Arithmetical errors will be rectified on the following basis:

If there is a discrepancy between the unit price and total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between the words and figures the amount in words shall prevail. If there is a discrepancy between the Total Bid price entered in Form of Bid and the total shown in Schedule of Prices-Summary, the amount stated in the Form of Bid will be corrected by the Procuring Agency in accordance with the Corrected Schedule of Prices. If the bidder does not accept the corrected amount of Bid, his Bid will be rejected and his Bid Security forfeited.

16.5 A Bid determined as substantially non-responsive will be rejected and will not subsequently be made responsive by the bidder by correction of the non-conformity.

**CONTRACTOR**

*[Signature]*  
**EXECUTIVE ENGINEER**  
**ROUTE DIVISION MEXICO**

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16.6 Any minor informality or non-conformity or irregularity in a Bid which does not constitute a material deviation (**major deviation**) may be waived by Procuring Agency, provided such waiver does not prejudice or affect the relative ranking of any other bidders.

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

- (i) has been not properly signed;
- (ii) is not accompanied by the bid security of required amount and manner;
- (iii) stipulating price adjustment when fixed price bids were called for;
- (iv) failing to respond to specifications;
- (v) failing to comply with Mile-stones/Critical dates provided in Bidding Documents;
- (vi) sub-contracting contrary to the Conditions of Contract specified in Bidding Documents;
- (vii) refusing to bear important responsibilities and liabilities allocated in the Bidding Documents, such as performance guarantees and insurance coverage;
- (viii) taking exception to critical provisions such as applicable law, taxes and duties and dispute resolution procedures;
- (ix) a material deviation or reservation is one :
  - (a) which affect in any substantial way the scope, quality or performance of the works;
  - (b) adoption/rectification whereof would affect unfairly the competitive position of other bidders presenting substantially responsive bids.

**(B) Minor Deviations-**

Bids that offer deviations acceptable to the Procuring Agency and which can be assigned a monetary value may be considered substantially responsive at least as to the issue of fairness. This value would however be added as an adjustment for evaluation purposes only during the detailed evaluation process:

16.7 The Engineer/Procuring Agency will evaluate and compare only the bids previously determined to be substantially responsive pursuant to IB.16.4 to 16.6 as per requirements given hereunder. Bids will be evaluated for complete scope of works. The prices will be compared on the basis of the Evaluated Bid Price pursuant to IB.16.8 herein below.

**Technical Evaluation:** It will be examined in detail whether the works offered by the bidder complies with the Technical Provisions of the Bidding Documents. For this purpose, the bidder's data submitted with the bid in Schedule B to Bid will be compared with technical features/criteria of the works detailed in the Technical Provisions. Other technical information submitted with the bid regarding the Scope of Work will also be reviewed.

**16.8 Evaluated Bid Price**

In evaluating the bids, the Engineer/Procuring Agency will determine for each bid in addition to the Bid Price, the following factors (adjustments) in the manner and to the extent indicated below to determine the Evaluated Bid Price:

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

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*[Signature]*  
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**IB.17 Process to be Confidential**

17.1 Subject to IB.16.3 heretofore, no bidder shall contact Engineer/Procuring Agency on any matter relating to its Bid from the time of the Bid opening to the time the bid evaluation result is announced by the Procuring Agency. The evaluation result shall be announced at least seven (07) days prior to award of Contract (SPP Rule 45). The announcement to all bidders will include table(s) comprising read out prices, discounted prices, price adjustments made, final evaluated prices and recommendations against all the bids evaluated.

17.2 Any effort by a bidder to influence Engineer/Procuring Agency in the Bid evaluation, Bid comparison or Contract Award decisions may result in the rejection of his Bid. Whereas any bidder feeling aggrieved, may lodge a written complaint to Complaint Redressal Committee as per terms and conditions mentioned in SPP Rules 31 & 32. However, mere fact of lodging a complaint shall not warrant suspension of procurement process.

17.3 Bidders may be excluded if involved in "Corrupt and Fraudulent Practices" means either one or any combination of the practices given below SPP Rule 2(q);

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

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

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

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

(v) —"Obstructive Practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract or deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements before investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or acts intended to materially impede the exercise of inspection and audit rights provided for under the Rules.

**F. AWARD OF CONTRACT**

**IB.18. Post Qualification**

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CONSTRUCTION DIVISION

18.1 The Procuring Agency, at any stage of the bid evaluation, having credible reasons for or *prima facie* evidence of any defect in contractor's capacities, may require the contractors to provide information concerning their professional, technical, financial, legal or managerial competence whether already pre-qualified or not.

Provided, that such qualification shall only be laid down after recording reasons therefore in writing. They shall form part of the records of that bid evaluation report.

18.2 The determination will take into account the bidder's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the bidders' qualifications submitted under B.11, as well as such other information required in the Bidding Documents.

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

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

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

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

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

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

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

#### **IB.21 Performance Security**

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

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ACQUISITION DIVISION

21.2 Failure of the successful bidder to comply with the requirements of Sub-Clauses IB.20.2 & 20.3 or 21.1 or Clause IB.22 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security.

21.3 Publication of Award of Contract: within seven days of the award of contract, the procuring shall publish on the website of the authority and on its own website, if such a website exists, the results of the bidding process, identifying the bid through procurement identifying Number if any and the following information:

- (1) Evaluation Report;
- (2) Form of Contract and letter of Award;
- (3) Bill of Quantities or Schedule of Requirements. (SPP Rule 50)

**IB.22 Integrity Pact**

The Bidder shall sign and stamp the Form of Integrity Pact provided at Schedule-F to Bid in the Bidding Document for all Sindh Government procurement contracts exceeding Rupees ten (10) million. Failure to provide such Integrity Pact shall make the bid no responsive (SPP Rule 89).

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*[Signature]*  
EXECUTIVE ENGINEER  
ROAD DIVISION MOH

**FORM OF CONTRACT AGREEMENT**

THIS CONTRACT AGREEMENT (hereinafter called the —Agreement□) made on the \_\_\_\_\_ day of \_\_\_\_\_ 2016 between Executive Engineer Rohri Division Moro (hereinafter called the Employer's Representative) of the one part and \_\_\_\_\_ (hereinafter called the contractor□) of the other part.

WHEREAS the Procuring Agency is desirous that certain Works, viz Constructing Stone Pitching along Rohri Moron Canal from RD-421 to 425 NER

should be executed by the Contractor and has accepted a Bid by the Contractor for the execution and completion of such Works and the remedying of any defects therein.

NOW this Agreement witnessed as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents after incorporating addenda, if any except those parts relating to Instructions to Bidders, shall be deemed to form and be read and construed as part of this Agreement, viz:
  - (a) The Letter of Acceptance;
  - (b) The completed Form of Bid along with Schedules to Bid;
  - (c) Conditions of Contract & Contract Data;
  - (d) The priced Schedule of Prices/Bill of quantities (BoQ);
  - (e) The Specifications; and
  - (f) The Drawings
3. In consideration of the payments to be made by the Procuring Agency to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Procuring Agency to execute and complete the Works and remedy defects therein in conformity and in all respects within the provisions of the Contract.
4. The Procuring Agency hereby covenants to pay the Contractor, in consideration of the execution and completion of the Works as per provisions of the Contract, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

CONTRACTOR

*[Signature]*  
EXECUTIVE ENGINEER  
ROHRI DIVISION MORO

IN WITNESS WHEREOF the parties hereto have caused this Contract Agreement to be executed on the day, month and year first before written in accordance with their respective laws.

Signature of the Contactor

Signature of the Procuring Agency



\_\_\_\_\_

(Seal)

(Seal)

Signed, Sealed and Delivered in the presence of:

Witness:

  
Witness:  
ENGINEER  
REGIONAL DIVISION MORO

\_\_\_\_\_

\_\_\_\_\_

(Name, Title and Address)

(Name, Title and Address)

## CONTRACT DATA

(Note Except where otherwise, all contract Data should be filed in by the procuring agency prior to issuance of the bidding documents )

### Sub-classes of

### Condition 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 Rohri Division Moro

1.1.5 The Contractor means

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1.1.7 Commencement Date means the date of issue of Engineers Notice to commence which shall be issued with fourteen (14) Days of the signing of the contractor agreement .

1.1.9 Time for completion (04) Months days.

1.1.20 Engineer

( IMTIAZ AHMED MEMON Executive Engineer Rohri Division Moro )

1.3 Documents forming the contract listed in the order of priority:

- (a) The contract Agreement
- (b) Letter of acceptance
- © The completed form of bid
- (d) Contract Data
- (e) Conditions of contract
- (f) The completed schedule to bid including schedule of price
- (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 documents, if not applicable)

2.1 Provision of site: on the commencements date

3.1 Authorized person: Executive Engineer Rohri Division Moro.

3.2 Name and Address of Engineers /Procuring Agency's representative  
IMTIAZ AHMED MEMON Executive Engineer Rohri Division Moro .

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Executive Engineer  
Rohri Division Moro

4.4 Performance Security:

Amount \_\_\_\_\_

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: \_\_\_\_\_ (Bar Chart/CPM/PERT or other)

9.1 Period for remedying defects

\_\_\_\_\_

10.2 (e) Variation procedures:

Day work rates \_\_\_\_\_ (details)

11.1 Terms of Payments

a) Mobilization Advance

(1) Mobilization Advance is not allowed

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\*: five (5%)

11.6 Currency of payment: Pak. Rupees

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:

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ROHRI DIVISION MORO

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: \_\_\_\_\_

\* *(Procuring Agency to specify as appropriate)*

\*\* *(It has to be in the Province of Sindh)*

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*[Signature]*  
EXECUTIVE ENGINEER  
RICHRI DIVISION MORO

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  
Rohri Division Road

Brief Description of Works

5.1 (a) Procuring Agency's address:

Near Bus Stand Road

(b) Engineer's address:

Sewer

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:

- 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).

- 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% of Bid amount

(Fill in lump sum amount or in % age of bid amount /estimated cost, but not below 1% and not exceeding 5%)

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[Signature]  
EXECUTIVE ENGINEER  
ROHRI DIVISION ROAD

14.1 Period of Bid Validity

(04) Months ~~180 Days~~

(Fill in "number of days" not exceeding 90)

14.4 Number of Copies of the Bid to be submitted:

One original plus \_\_\_\_\_ copies.

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

\_\_\_\_\_  
(insert postal address or location of bid box for delivery by hand)

15.1 Deadline for Submission of Bids

Time: \_\_\_\_\_ AM/PM on \_\_\_\_\_.

16.1 Venue, Time, and Date of Bid Opening

Venue: \_\_\_\_\_  
Time: \_\_\_\_\_ Date: \_\_\_\_\_

16.4 Responsiveness of Bids

- (i) Bid is valid till required period,
- \* (ii) Bid prices are firm during currency of contract/Price adjustment;
- (iii) Completion period offered is within specified limits,
- (iv) Bidder is eligible to Bid and possesses the requisite experience, capability and qualification.
- (v) Bid does not deviate from basic technical requirements and
- (vi) Bids are generally in order, etc.

\*Procuring agency can adopt either of two options. (Select either of them)

(a) **Fixed Price contract:** In these contracts no escalation will be provided during currency of the contract and normally period of completion of these works is upto 12 months.

(b) **Price adjustment contract:** In these contracts escalation will be paid only on those items and in the manner as notified by Finance Department, Government of Sindh, after bid opening during currency of the contract.

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\_\_\_\_\_  
EXECUTIVE ENGINEER  
ROHRI DIVISION MORO