

FORM OF BID

Bid Reference No. _____
(Name of Contract/Work)

To:

1. Having examined the bidding documents including Instructions to Bidders, Bidding Data, and Conditions of Contract, Specifications, Drawings and Bill of Quantities and Addenda Nos. _____ for the execution of the above-named work, we/I, the undersigned, offer to execute and complete the work and remedy any defects therein in conformity with the Conditions of Contract, Specifications, Drawings, Bill of Quantities and Addenda for the sum of Rs. _____ (Rupees _____) or such other sum as may be ascertained in accordance with the said conditions.
2. We/I understand that all the Appendices attached hereto form part of this bid.
3. As security for due performance of the undertakings and obligations of this bid, we/I submit herewith a bid security in the amount of Rupees _____ (Rs. _____) drawn in your favour or made payable to procuring agency and valid for a period of _____ days beginning from the date, bid is opened.
4. We/I undertake, if our bid is accepted, to commence the works and to complete the whole of the works comprised in the contract within the time stated in Appendix-A to Bid.
5. We/I agree to abide by this bid for the period of 90 days from the date fixed for opening 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 do hereby declare that the bid is made without any collusion, comparison of figures or arrangement with any other bidder for the works.

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

9. We undertake, if our/my bid is accepted, to execute the Performance Security referred to in Clause 10 of Conditions of Contract for the due performance of the Contract.

10. We confirm, if our bid is accepted, that all partners of the joint venture shall be liable jointly and severally for the execution of the Contract and the composition or the constitution of the joint venture shall not be altered without the prior consent of the procuring agency. *(Please delete this in case of Bid form a single bidder)* in the capacity of _____ duly authorized to sign Bids for and on behalf of

Dated this _____ day of _____ 20_____

Signature: _____

(Name of Bidder in Block Capitals)
(Seal)

Address: _____

Witness:

Signature: _____

Name: _____

Address: _____

Occupation: _____

Appendix-A to Bid

SPECIAL STIPULATIONS

Clause

Conditions of Contract

1	Employer's name and address	1.1.2.2 & 1.3	Director General Sindh Coal Authority, Bunglow No. 16, "E" Street, Behind Zamzama Park, DHA, Phase V, Karachi. Phone: 92-21-99251507 Fax: 92-21-251038 Employer's Representative: Chief Engineer, Sindh Coal Authority
2	Engineer's name and address	1.1.2.4 & 1.3	A.A. Associates in association with Engineering Consultants International (Pvt) Ltd.
3	Bank's name	1.1.2.11	Not Applicable
4	Borrower's name	1.1.2.12	Not Applicable
5	Time for Completion (works & sections)	1.1.3.3	720 days
6	Defects Notification Period	1.1.3.7	365 days
7	Sections	1.1.5.6	Not Applicable
8	Electronic transmission systems	1.3	Scanned copy via e-mail and facsimile are acceptable, if the original is received within three days
9	Governing Law	1.4	The law that applies to the Contract is the law of Islamic Republic of Pakistan
10	Ruling language	1.4	English
11	Language for communications	1.4	English
12	Time for access to the Site	2.1	Within 7 days after Commencement Date

13	Engineer representing Consulting Firm hired by the procuring agency to issue variation in case of emergency.	3.1	Up to 1% of the Contract Price stated in the Letter of Acceptance.
14	Amount of Performance Security	4.2	The performance security will be in the form of an unconditional bank guarantee in the amount of five percent (5%) of the Contract Price
15	Subcontract	4.4	The aggregate amount of the Works subcontracted shall not exceed 30% of the Contract Price
16	Normal working hours	6.5	8 hours per day and 6 days a week
17	Time for Commencement	8.1	Within 7 days from the date of receipt of Engineer's Notice to Commence, this shall be issued within (14) days after signing of Contract Agreement
18	Time for Furnishing Programme	8.3	Within 28 days from the date of receipt of Letter of Acceptance
19	Revised Programme	8.3	Revised Programme to be submitted within 14 days of the Engineer's Notice
20	Amount of Liquidity Damages/Delay Damages/Penalties	8.7 & 14.15(b)	0.1% of the final Contract Price per day, and For Interim Delay Damages 0.05% of the Contract Price per day Also other charges mentioned in Special/ Particular Conditions of Contract
21	Maximum amount of delay damages	8.7 & 14.15(b)	10% of the final Contract Price & for Interim Delay Damages 5% of the Contract Price
22	Provisional Sums	13.5.(b)(ii)	15%
23	Adjustment for Change in Cost	13.8	As per Appendix C (B) to Bid "Price Adjustment"
24	Mobilization Advance.	14.2	10% of Contract Price stated in the Letter of Acceptance excluding Provisional Sum and Day Works.
25	Repayment amortization rate of advance payment	14.2(b)	In five (5) equal installments starting from 3 rd IPC including 10% per annum interest.

26	Percentage of Retention Money	14.3	10 %
27	Limit of Retention Money	14.3	5 % of the Accepted Contract Price
28	Plant and Materials Plant and Materials	14.5(b)(i)	Not Applicable
		14.5(c)(i)	Not Applicable
29	Minimum amount of Interim/Running Payment Certificates	14.6	3 % of the Accepted Contract Price
30	Time of Payment	14.7	Within 56 days after the Engineer receives the statement
31	Maximum total liability of the Contractor to the Employer	17.6	The product of 2 times the Accepted Contract Amount
32	Periods for submission of insurance: a. evidence of insurance. b. relevant policies	18.1	14 days 28 days
33	Maximum amount of deductibles for insurance of the Employer's risks	18.2(d)	10% of the Accepted Contract Amount
34	Minimum amount of Insurance Cover	18.1, 18.2 & 18.3	<p>Type of Cover The Works</p> <p>Amount of Cover The sum stated in Letter of Acceptance plus 15%</p> <p>Type of Cover Contractor's Equipment</p> <p>Amount of Cover Full replacement cost plus 15%</p> <p>Type of Cover Third Party – Injury to persons and damage to property</p> <p>Amount of Cover The Third Party compensation Policy must contain following conditions to indemnification per occurrence with the number of occurrences unlimited:</p>

			<p>i) in case of death, Rs 1,000,000 per person</p> <p>ii) in case of major injury, Rs 500,000 per person</p> <p>iii) in case of minor injury, Rs 100,000 per person</p> <p>iv) in case of damage to property, full amount of repair/ replacement as the case may be.</p> <p>Workers:</p> <p>i) in case of death, Rs 1,000,000 per person</p> <p>ii) in case of major injury, Rs 500,000 per person</p> <p>iii) in case of minor injury, Rs 100,000 per person</p> <p>Other Cover: Contractor's All Risk Policy</p>
35	Date by which the DB shall be appointed	20.2	28 days after the Commencement Date
36	The DB shall be comprised of	20.2	Three members
37	List of potential DB sole members	20.2	None
38	Appointment (if not agreed) to be made by	20.3	Pakistan Engineering Council

Appendix-B to Bid

FOREIGN CURRENCY REQUIREMENTS

1. The bidder may indicate herein below his requirements of foreign currency with reference to various inputs to the works.
2. Foreign Currency Requirement as percentage of the bid price excluding Provisional Sums _____.%
3. Table of Exchange Rates

Unit of Currency	Equivalent in Pak. Rupees
Bid	
Australian Dollar	_____
C Euro	_____
R Japanese Yen	_____
U.K. Pound	_____
U.S. Dollars	_____
_____	_____
_____	_____

Appendix-C to Bid

**PRICE ADJUSTMENT UNDER CLAUSE 13.8
OF CONDITIONS OF CONTRACT****A. Weight ages or coefficients are used for price adjustment.**

The source of indices and the weight ages or coefficients for use in the adjustment formula under Clause 13.8 shall be as follows:

(To be filled by the procuring agency)

Cost Element	Description	Weight ages	Applicable index
1	2	3	4
(i)	Fixed Portion	0.350	
(ii)	Local Labor		Government of Pakistan (GoP) Federal Bureau of Statistics (FBS) Monthly Statistical Bulletin.
(iii)	Cement – in bags		“ “ “
(iv)	Reinforcing Steel		“ “ “
(v)	High Speed Diesel (HSD)		“ “ “
(vi)	Bricks		“ “ “
(vii)	Bitumen		“ “ “
(viii)			
	Total	1.000	

Notes:

- Indices for “(i) and (ii)” are taken from the Government of Pakistan Federal Bureau of Statistics, Monthly Statistical Bulletin. The base cost indices or prices shall be those applying 28 days prior to the latest day for submission of bids. Current indices or prices shall be those applying 28 days prior to the last day of the billing period.
- Any fluctuation in the indices or prices of materials other than those given above shall not be subject to adjustment of the Contract Price.
- Fixed portion shown here is for typical road project, procuring agency to determine the weight age of Fixed Portion considering only those cost elements having cost impact of seven (7) percent or more on his specific project.

**PRICE ADJUSTMENT UNDER CLAUSE 13.8
OF CONDITIONS OF CONTRACT**

B. Price adjustment on following items only shall be allowed:

Cost Element	Description	Base price	Applicable index
1	2	3	4
(i)	Cement – in 50 Kg bags	–	Government of Pakistan (GoP) Federal Bureau of Statistics (FBS) Monthly Statistical Bulletin.
(ii)	Steel Reinforcement bars	–	Monthly Statistical Bulletin published by Federal Bureau of Statistic, Government of Pakistan (for Mithi City) (Price for 1/2 “ dia round MS bars shall be taken as representative for all type of steel reinforcement bars)
(iii)	Bitumen Grade 60/70 (in drums) Grade 80/100 (in bulk)	–	Attock Refinery Karachi
(iv)	Bricks	–	Government of Pakistan (GoP) Federal Bureau of Statistics (FBS) Monthly Statistical Bulletin.

Notes:

1. The base prices shall be those applying 7 days prior to the latest day for submission of bids. Current indices or prices shall be those applying 28 days prior to the last day of the billing period.
2. Any fluctuation in the prices of materials other than those given above shall not be subject to adjustment of the Contract Price.

Appendix-D to Bid

BILL OF QUANTITIES

A. Preamble

1. The Bill of Quantities shall be read in conjunction with the Conditions of Contract, Specifications and Drawings.
2. The quantities given in the Bill of Quantities are estimated and provisional, and are given to provide a common basis for bidding. The basis of payment will be the actual quantities of work executed and measured by the Contractor and verified by the Engineer and valued at the rates and prices entered in the priced Bill of Quantities, where applicable, and otherwise at such rates and prices as the Engineer may fix as per the Contract (in case of item not mentioned in Bill of Quantities).
3. The rates and prices entered in the priced Bill of Quantities shall, except insofar as it is otherwise provided under the contract include all costs of contractor's plant, labour, supervision, materials, execution, insurance, profit, taxes and duties, together with all general risks, liabilities and obligations set out or implied in the contract. Furthermore all duties, taxes and other levies payable by the contractor under the contract, or for any other cause, as on the date 14 days prior to deadline for submission of Bids in case of ICB/NCB respectively, shall be included in the rates and prices and the total bid price submitted by the bidder.
4. A rate or price shall be entered against each item in the priced Bill of Quantities, whether quantities are stated or not. The cost of items against which the contractor will have failed to enter a rate or price shall be deemed to be covered by other rates and prices entered in the Bill of Quantities and shall not be paid separately.
5. The whole cost of complying with the provisions of the Contract shall be included in the items provided in the priced Bill of Quantities, and where no items are provided, the cost shall be deemed to be distributed among the rates and prices entered for the related items of the works.
6. General directions and description of work and materials are not necessarily repeated nor summarised in the Bill of Quantities. References to the relevant sections of the bidding documents shall be made before entering prices against each item in the priced Bill of Quantities.
7. Provisional sums included and so designated in the Bill of Quantities shall be expended in whole or in part at the direction and discretion of the Engineer in accordance with sub-clause 13.5 of Part I, General Conditions of Contract.

Appendix-D to Bid

BILL OF QUANTITIES

B. Work Items

1. The Bill of Quantities contains the following Bills and Items:

Summary Bill of Quantities

Bill No. 1	-	Earthworks
Bill No. 2	-	Sub base and Base Courses
Bill No. 3	-	Surface Courses
Bill No. 4	-	Culverts
Bill No. 5	-	Drainage and Protection Works
Bill No. 6	-	Ancillary Works
Bill No. 7	-	Engineer's Facilities

2. Bidders shall price the Bill of Quantities in Pakistani Rupees only.

C. Day Work Schedule

Appendix-D to Bid

BILL OF QUANTITIES

C. Day work Schedule

General

1. Reference is made to Sub-Clause 13.6 of the General Conditions of Contract. Work shall not be executed on a day work basis except by written order of the Engineer. Bidders shall enter basic rates for day work items in the Schedules, which rates shall apply to any quantity of day work ordered by the Engineer. Nominal quantities have been indicated against each item of day work, and the extended total for day work shall be carried forward to the bid price.

Day work Labour

2. In calculating payments due to the contractor for the execution of day work, the actual time of classes of labour directly doing the day work ordered by the Engineer and for which they are competent to perform will be measured excluding meal breaks and rest periods. The time of gangers (charge hands) actually doing work with the gang will also be measured but not the time of foreman or other supervisory personnel.
3. The contractor shall be entitled to payment in respect of the total time that labour is employed on day work, calculated at the basic rates entered by him in the Schedule of day work Rates for labour together with an additional percentage, payment on basic rates representing the contractor's profit, overheads, etc., as described below:
 - a) the basic rates for labour shall cover all direct costs to the contractor, including (but not limited to) the amount of wages paid to such labour, transportation time, overtime, subsistence allowances and any sums paid to or on behalf of such labour for social benefits in accordance with Pakistan law. The basic rates will be payable in local currency only; and
 - b) the additional percentage payment to be quoted by the bidder and applied to costs incurred under (a) above shall be deemed to cover the contractor's profit, overheads, superintendence, liabilities and insurances and allowances to labour timekeeping and clerical and office work; the use of consumable stores, water, lighting and power; the use and repair of staging's, scaffolding, workshops and stores, portable power tools, manual plant and tools; supervision by the contractor's staff, foremen and other supervisory personnel; and charges incidental to the foregoing.

Appendix-D to Bid

SCHEDULE OF DAYWORK RATES

I. Labour

Item No.	Description	Unit	Nominal Quantity	Rate (Rs) in Figure	Rate (Rs) in Words	Extended Amount (Rs.)
1	2	3	4	5	6	7
D101	Labourer	Hr	250			
D102	LTV Driver	Hr	25			
D104	HTV Driver	Hr	25			
	Sub Total					
	Allow _____ percent of subtotal for Contractor's overhead, profit, etc, in accordance with Paragraph 3(b) of Day work Schedule _____ Total for Day work: Labour : _____ (Carried forward to Day work Summary)					

Appendix-D to Bid

Day work Material

4. The contractor shall be entitled to payment in respect of materials used for day work (except for materials for which the cost is included in the percentage addition to labour costs as detailed heretofore), at the basic rates entered by him in the Schedule of Day work Rates for materials together with an additional percentage payment on the basic rates to cover overhead charges and profit, as follows:
 - a) the basic rates for materials shall be calculated on the basis of the invoiced price, freight, insurance, handling expenses, damage, losses, etc., and shall provide for delivery to store for stockpiling at the site. The basic rates shall be stated in local currency but payment will be made in the currency or currencies expended upon presentation of supporting documentation;
 - b) the additional percentage payment shall be quoted by the bidder and applied to the equivalent local currency payments made under Sub-Para(a) above; and
 - c) the cost of hauling materials used on work ordered to be carried out as Day work from the store or stockpile on the site to the place where it is to be used will be paid in accordance with the terms for Labour and Constructional Plant in this Schedule.

Appendix-D to Bid**SCHEDULE OF DAYWORK RATES****II. Materials**

Item No.	Description	Unit	Nominal Quantity	Rate (Rs) in Figure	Rate (Rs) in Words	Extended Amount (Rs.)
1	2	3	4	5	6	7
D 201	Earth fill of suitable quality	Cum	100			
D 202	Sand for filling	Cum	25			
D 203	Granular Sub base	Cum	25			
D 204	Aggregate base	Cum	25			
D 205	Asphalt base course	Cum	10			
D 206	Asphalt wearing course	Cum	10			
D 207	Bitumen Grade 60/70	Ton	5			
D 208	Bitumen Grade 80/100	Ton	5			
D 209	Cement (SR) in bags	M: Ton	5			
D 210	Cement, ordinary Portland or equivalent in bags	M: Ton	5			
D 211	Fine aggregate for concrete	Cum	50			
D 212	Coarse aggregate for concrete	Cum	50			
D 213	Lean Concrete	Cum	25			
D 214	Concrete Class B	Cum	25			
D 215	Grade 60 reinforcing bar	M: Ton	5			
D 216	Traffic Signs, barricade etc	Each	25			
	<p style="text-align: center;">Sub Total</p> <p>Allow _____ percent of subtotal for Contractor's overhead, profit, etc., in accordance with Paragraph 4(b) of Day work Schedule _____</p> <p>Total for Day work: Materials _____</p> <p>(Carried forward to Day work Summary)</p>					

Appendix-D to Bid

Day Work Constructional Plant

5. The contractor shall be entitled to payments in respect of constructional plant already on site and employed on Day work at the basic rental rates entered by him in the Schedule of Day work Rates for constructional plant. The said rates shall be deemed to include complete allowance for depreciation, interest, indemnity and insurance, repairs, maintenance, supplies, fuel, lubricants, and other consumables, and all overhead, profit and administrative costs related to the use of such equipment. The cost of drivers, operators and assistants will be paid for separately as described under the section on Day work Labour.
6. In calculating the payment due to the Contractor for constructional plant employed on Day work, only the actual number of working hours will be eligible for payment, except that where applicable and agreed with the Engineer, the travelling time from the part of the site where the constructional plant was located when ordered by the Engineer to be employed on Day work and the time for return journey thereto shall be included for payment.
7. The basic rental rates for constructional plant employed on Day work shall be stated in Pakistani Rupees.

Appendix-D to Bid**SCHEDULE OF DAYWORK RATES****III. Constructional Plant**

Item No.	Description	Unit	Nominal Quantity	Rate (Rs.) in Figure	Rate Rs.) in Words	Extended Amount (Rs.)
1	2	3	4		5	6
D301	Bulldozer, 200 HP	Hr.	5			
D302	Motor Grader, 140HP	Hr.	5			
D303	Vibratory Roller, 10-12 Ton	Hr.	5			
D304	Pneumatic Roller, 18-21 Ton	Hr.	5			
D305	Tandem Roller, 8-12 Ton	Hr.	5			
D306	Wheel Loader, 2.5 Cum	Hr.	5			
D307	Plate Compactor, 11 HP (230 KG)	Hr.	5			
D308	Dump truck, 18 Ton	Hr.	5			
D309	Dump truck, 10 Ton	Hr.	5			
D310	Excavator, 105 HP	Hr.	5			
D311	Water Tanker, 10,000 ltr	Hr.	20			
D312	Aggregate Crushing & Screening plant, 45 Ton/hr	Hr.	5			
D313	Asphalt Plant, 120 Ton/hr	Hr.	5			
D314	Asphalt Distributor, 3,000 Ltr	Hr.	5			
D315	Asphalt Paver, 145 Hp (3-6 m wide)	Hr.	5			
D316	Concrete Batching plant (30 cum/hr)	Hr.	5			
D317	Wheel Tractor, 80 HP	Hr.	5			
D318	Concrete transit mixer, 6 Cum	Hr.	5			
D319	Concrete Vibrator, 5 HP	Hr.	5			

D320	Road Marking Machine, heavy Duty	Hr.	5			
D321	Concrete Mixer	Hr.	5			
D322	Air Compressor, 300 CFM	Hr.	5			
D323	Pneumatic Jack Hammer	Hr.	5			
D324	Crane 25 Ton	Hr.	5			
D325	Water Pump, 4" delivery	Hr.	5			
D326	Concrete Pump	Hr.	5			
D327	Tractor Trolly	Hr.	5			
D328	1000 – 1300 cc Car	Hr.	5			
D329	Single Cabin	Hr.	5			
D330	Double Cabin	Hr.	5			
	Total for day work: Constructional Plant _____ (Carried forward to day work summary)					

Appendix-D to Bid

DAYWORK

Summary (Day work)

		Amount (Rs.)
(I)	Total for day work: Labour	_____
(II)	Total for day work: Materials	_____
(III)	Total for day work: Constructional Plant	_____
Total for day work		_____
(Carried forward to summary page of Bill of Quantities)		

Appendix-E to Bid

PROPOSED CONSTRUCTION SCHEDULE

Pursuant to Sub-Clause 8.2 of the General Conditions of Contract, the works shall be completed on or before the date stated in Appendix-A to Bid. The bidder shall provide as Appendix-E to Bid, the Construction Schedule in the bar chart (CPM, PERT or any other to be specified herein) showing the sequence of work items and the period of time during which he proposes to complete each work item in such a manner that his proposed programme for completion of the whole of the works and parts of the works may meet procuring agency's completion targets in days noted below and counted from the date of receipt of Engineer's Notice to Commence (Attach sheets as required for the specified form of Construction Schedule):

<u>Description</u>	<u>Time for Completion</u>
1) Whole works	720 days

Appendix-F to Bid

METHOD OF PERFORMING THE WORK

[The bidder is required to submit a narrative outlining the method of performing the work. The narrative should indicate in detail and include but not be limited to:

1. Organization Chart indicating head office and field office personnel involved in management and supervision, engineering, equipment maintenance and purchasing.
2. Mobilization in Pakistan, the type of facilities including personnel accommodation, office accommodation, provision for maintenance and for storage, communications, security and other services to be used.
3. The method of executing the works, the procedures for installation of equipment and machinery and transportation of equipment and materials to the site.

Appendix-G to Bid**LIST OF MAJOR EQUIPMENT – RELATED ITEMS**

[The bidder will provide on Sheet 2 of this Appendix a list of all major equipment and related items, under separate heading for items owned, to be purchased or to be arranged on lease by him to carry out the works. The information shall include make, type, capacity, and anticipated period of utilization for all equipment which shall be in sufficient detail to demonstrate fully that the equipment will meet all requirements of the Specifications.]

Equipment Type and Characteristics		Minimum Number Required	Proposed by the Bidder
1	Bulldozer (D6 & D8)		
2	Motor Grader (140 HP)		
3	Vibratory Roller (10-12 Ton)		
4	Pneumatic Tyre Roller (18-21 Ton)		
5	Tandem Roller (8-12 Ton)		
6	Wheel Loader (2.5 Cu.M)		
7	Plate Compactor		
8	Dump Truck (10 – 18 Ton)		
9	Excavator		
10	Water Bowzer (10,000 Ltr)		
11	Asphalt Plant (120 ton/hr)		
12	Asphalt Distributor (3000 Ltr)		
13	Asphalt Paver (145 hp, 3-6M wide)		
14	Concrete Batching Plant (30 CM/Hr)		
15	Concrete Transit Mixer (6 Cu.m)		
16	Concrete Mixer (3 Cu.m)		
17	Road Marking Machine		
18	Concrete Pump		
19	Crane (25 ton)		

Appendix-G to Bid

LIST OF MAJOR EQUIPMENT (SAMPLE)

Owned Purchased or Leased	Description of Unit (Make, Model, Year)	Capacity HP Rating	Condition	Present Location or Source	Date of Delivery at Site	Period of Work on Project
1	2	3	4	5	6	7
a. Owned						
b. To be Purchased						
c. To be arranged on Lease						

Appendix-H to Bid

CONSTRUCTION CAMP AND HOUSING FACILITIES

The Contractor in accordance with Clause 6 of the Conditions of Contract shall provide description of his construction camp's facilities and staff housing requirements.

The contractor shall be responsible for pumps, electrical power, water and electrical distribution systems, and sewerage system including all fittings, pipes and other items necessary for servicing the contractor's construction camp.

The bidder shall list or explain his plans for providing these facilities for the service of the contract as follows:

1. Site Preparation (clearing, land preparation, etc.).
2. Provision of Services.
 - a) Power (expected power load, etc.).
 - b) Water (required amount and system proposed).
 - c) Sanitation (sewage disposal system, etc.).
3. Construction of Facilities
 - a) Contractor's Office. Workshop and Work Areas (areas required and proposed layout, type of construction of buildings, etc.).
 - b) Warehouses and Storage Areas (area required, type of construction and layout).
 - c) Housing and Staff Facilities (Plans for housing for proposed staff, layout, type of construction, etc.).
4. Construction Equipment Assembly and Preparation (detailed plans for carrying out this activity).
5. Other Items Proposed (Security services, etc.).

Appendix-I to Bid

LIST OF SUBCONTRACTORS

I/We intend to subcontract the following parts of the work to subcontractors. In my/our opinion, the subcontractors named hereunder are reliable and competent to perform that part of the work for which each is listed.

Enclosed are documentation outlining experience of subcontractors, the curriculum vitae and experience of their key personnel who will be assigned to the contract, equipment to be supplied by them, size, location and type of contracts carried out in the past.

Part of Works (Give Details)	Subcontractor (With Complete Address)
1	2

Appendix-J to Bid

ESTIMATED PROGRESS PAYMENTS (SAMPLE)

Bidder's estimate of the value of work which would be executed by him during each of the periods stated below, based on his Programme of the works and the Rates in the Bill of Quantities, expressed in Pakistani Rupees:

Quarter/ Year/ Period	Amounts (in thousands)
1	2
Ist Quarter	
2 nd Quarter	
3 rd Quarter	
4 th Quarter	
5 th Quarter	
6 th Quarter	
Bid Price	

Appendix-K to Bid

**ORGANIZATION CHART
FOR THE
SUPERVISORY STAFF AND LABOUR**

(To be filled in by the bidder)

Appendix-L to Bid

(INTEGRITY PACT)

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

(FOR CONTRACTS WORTH RS. 10.00 MILLION OR MORE)

Contract No. _____ Dated _____

Contract Value: _____

Contract Title: _____

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

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

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

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

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

.....
[Procuring Agency]

[Contractor]

Appendix- M to Bid

FORMS TO UPDATE INFORMATION

Form 1: Historical Contract Non-Performance

Each Bidder or member of a JV must fill in this form

Non-Performing Contracts			
<input type="checkbox"/> Contract non-performance did not occur within the last two (02) years prior to the deadline for bid submission based on all information on fully settled disputes or litigation (Affidavit to be provided)			
<input type="checkbox"/> Contract non-performance during the stipulated period,			
Years	Outcome as Percent of Total Assets	Contract Identification	Total Contract Amount (current value, PKR)
		Contract Identification: Name of Employer: Address of Employer: Matter in dispute:	

Bid Security Declaration
<input type="checkbox"/> Bidder shall be under execution of a Bid-Securing Declaration (Affidavit to be provided)

Bid Security Declaration
<input type="checkbox"/> Bidder shall not be black listed by government/semi government/autonomous/private Organizations (Affidavit to be provided)

Appendix- M to Bid

Pending Litigation

☐ **No pending litigation** (A fully settled dispute or litigation is one that has been resolved in accordance with the Dispute Resolution Mechanism under the respective contract and where all appeal instance available to the Bidder have been exhausted)
(Affidavit to be provided)

☐ **Pending litigation** (All pending litigation shall in total not represent more than **50%** of the Bidder's net worth and shall be treated as resolved against the Bidder)

Years	Outcome as Percent of Total Assets	Outcome as Percent of Total Assets	Total Contract Amount (current value, PKR)
		Contract Identification: Name of Employer: Address of Employer: Matter in dispute:	

Appendix- M to Bid

FORMS TO UPDATE INFORMATION

Form 2: Financial Situation

Each Bidder or member of a JV must fill in this form

Financial Data for Previous 3 Years

	Year 1	Year 2	Year 3
Total Assets			
Total Liabilities			
Current Assets			
Current Liabilities			

Information from Income Statement

Total Revenue of Construction			
Profits Before Taxes			
Profits After Taxes			

☐ Attached are copies of financial statement (balance sheets including all related notes, and income statements) for the last three years, as indicated above, complying with the following conditions.

- All such documents reflect the financial situation of the Bidder or partner to a JV, and not sister or parent companies.
- Historic financial statements must be audited by a certificate accountant.
- Historic financial statements must be complete, including all notes to the financial statements.
- Historic financial statements must correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).
- NTN certificate must be attached.

--

Appendix- M to Bid

FORMS TO UPDATE INFORMATION

Form 3: Average Annual Construction Turnover

Each Bidder or member of a JV must fill in this form

Non-Performing Contracts	
Year	Amount (PKR)
2011	
2010	
2009	
Average Annual Construction Turnover	

The information supplied should be the Annual Turnover (Construction only) of the Bidder or each member of a JV in terms of the amounts billed to Clients for each year for work in progress or complete

Appendix- M to Bid

FORMS TO UPDATE INFORMATION

Form 4: Financial Resources

Specify proposed sources of financing, such as liquid assets, unencumbered real assets, lines of credit, and other financial means, net of current commitments, available to meet the total construction cash flow demands of the subject contract or contracts as indicated in Prequalification Documents.

Financial Resources		
No.	Source of Financing	Amount (PKR)
1.		
2.		
3.		

Appendix- M to Bid

FORMS TO UPDATE INFORMATION

Form 5: Current Contract Commitments / Works in Progress

Bidders and each partner to a JVA should provide information on their current commitments on all Contracts that have been awarded, or for which a letter of intent of acceptance has been received, or for contracts approaching completion, but for which an unqualified, full completion certificate has yet to be issued.

Current Contract Commitment					
No.	Name of Contract	Employer's Contract Address Tel, Fax	Value of Outstanding Works [PKR)	Estimated Completion Date	Average Monthly Invoicing Over Last Six Months [PKR/month]
1.					
2.					
3.					
4.					
5.					

