



OFFICE OF THE  
DISTRICT MUNICIPAL CORPORATION  
CENTRAL-KARACHI

Sharah-e-Ibne Sina, Nazimabad No-2, Karachi.

Ph. 99260389 Fax No. 99260390

No.DMC(C)/MC/PS/ 72 - /2017.

Karachi, dated 25 . 1 - .2017.

**NOTICE INVITING TENDERS**

(Tender Enquiry No.001/DC-Central/2016-17)

(As per SPPRA Directives & Guidelines 2010, Amended-2013)

Tenders in sealed covers are invited on Schedule or Non Schedule Basis for the following works of the Schemes/Project funded under "ADP Scheme 2016-17" from the registered Contractors with Pakistan Engineering Council (PEC) in relevant Category, for the following works: -

S.No	NAME OF SCHEME	ESTIMATED COST OF THE PROJECT (IN MILLION)	BID SECURITY IN SHAPE OF PAY ORDER (IN RS.)	TENDER COST (IN RS.)	PEC CATEGORY
01	Re-Construction of Road & Strom Water Drain at 4400 Road from Road 7000 to Road 5000 New Karachi. Tender Reference No-01/16-17	40.00	8,00,000/-	3000/-	C-06 (Civil Work)

Tender schedule shall be as follows:

<u>SCHEDULE</u>	<u>DATE &amp; TIME</u>	<u>VENUE</u>
1) Receiving of Application & Issuance of Tender.	<u>23-02-17</u> To <u>08-03-17</u> During office hours	Office of the B&R Department, District Municipal Corporation, Karachi-Central Shahrah-e-IbneSina, Nazimabad No-2, Karachi.
2) Dropping of Tender	<u>09-03-17</u> 02:00 PM	Office of the B&R Department, District Municipal Corporation, Karachi-Central Shahrah-e-IbneSina, Nazimabad No-2, Karachi.
3) Opening of Tender	<u>09-03-17</u> 03:00 PM	Office of the B&R Department, District Municipal Corporation, Karachi-Central Shahrah-e-IbneSina, Nazimabad No-2, Karachi.

### TERMS & CONDITIONS

1. In case due to any reason, if the tenders are not responded on the above date, the next date of submission and opening will be 27-03-17 and the tender documents will also be available for sale upto 27-03-17 @ 4: PM
2. The tender documents will be issued to the firms on submission of application in their original letter head along with Pay Order from any schedule bank in favor of D.M.C (Central) of Tender Cost (Non refundable) as mentioned above.
3. One bidder will not be issued tender documents for more than two works.
4. The tender in sealed cover superscripted with the name & number of work should be dropped in the tender box kept in the Office of the B&R Department, District Municipal Corporation, Central-Karachi, Shahrah-e-IbneSina, Nazimabad No-2, Karachi.
5. In case the date of tenders sale / dropping and opening declared as a public holiday by the Government, or non working day due to any reason, the next official working day shall be deemed to be the date for sale /dropping and opening of tenders at the same time.
6. The Bid Security as mentioned above in shape of pay order from any schedule bank in favor of D.M.C Central should be enclosed with the tender which will be retained till finalization of the case.
7. The contractor must mention their complete and correct present postal address in tender documents & quote the rates both in words & in figures. Incomplete / Conditional tenders will be not accepted. In addition, the bidders must furnish the documentary evidence against each eligibility criteria (as mentioned) as well as minimum qualification criteria as included in the Bidding Documents & Pay order of Bids Security, Otherwise their tender will be summarily rejected without consideration of their bid amount.

### INSTRUCTION TO BIDDERS

8. The bid security shall be forfeited to the DMC(Central), of the bidder withdrawn his bid after opening and before the expiry of the bid validity period or fails to sign the contract if the bid is accepted.
9. If a bidder submits a seriously unbalanced bid then he may be required to deposit extra performance security to a level sufficient to protect the procuring agency against financial losses, failing which his bid will be either rejected or the bid security be forfeited as deemed appropriate by DMC (Central).
10. The successful bidder shall furnish a performance guarantee at the time of agreement in shape of Pay Order equal to 5% of sanction cost. This guarantee will be released after completion of work.
11. An amount equal to 5% from each bill will be deducted as Retention Money, which will be released after successful expiry of maintenance period.
12. Bid validity period of 90 days.
13. The Procuring agency may reject all or any bids or proposals at any time prior to the acceptance of a bid or proposal, subject to the relevant provision of SPPRA Rule 2010 (amended 2013)
14. Any correction / overwriting without initial & stamp of contractor shall declare the tender as rejected.
15. In case of default by contractors, it shall be liable to forfeiture of Bid Security / Performance Security (Security Deposit) in part or whole if they fail to abide by the terms and conditions as the case may be and their names will be blacklisted.
16. All applicable taxes shall be included in the bid amount by the contractor which will be deducted from the bills.

17. Those tenders which are in complete or received after the schedule date & time shall not be entertained and declared as Non-accepted.
18. Canvassing in connection with tenders is strictly prohibited and tenders submitted by the contractors who report canvassing will liable for rejection.
19. **Eligibility Criteria** The Contractor shall be eligible to participate in the Tender, having Valid PEC up to December 2017 in required category and discipline, NTN Certificate, Valid Professional Tax, Sindh Revenue Board Registration Certificate & Experience in the relevant job.
20. The conditions of contract are available on SPPRA website ([www.pprasindh.govt.pk](http://www.pprasindh.govt.pk)).

  
MUNICIPAL COMMISSIONER  
DISTRICT MUNICIPAL CORPORATION  
KARACHI CENTRAL

Not to be Published:

**The Director(Advertisement),Information Department ,Govt: of Sindh, Karachi.**

Enclosed 06 Copies with a request to publish in not more than three leading (03) newspapers of Urdu ,English & Sindhi each.

**Director (CB) SPPRA.**

With a request to upload on SPPRA Website (Copies of BOQs, Bidding Date (duly filled) procurement plan for the year 2016-17 of each work and Standard Bidding Documents are inside the soft copy (CD)

C.C. to:-

1. The Chairman, District Municipal Corporation, Karachi-Central.
2. The Deputy Director (ENF-1), Sindh Public Procurement regularity authority Sindh Karachi.
3. PS to Managing Director, SPPRA, GOS, Karachi.
4. The Office Notice Board.
5. Superintending Engineer, D.M.C (Central).



OFFICE OF THE  
DISTRICT MUNICIPAL CORPORATION  
CENTRAL-KARACHI

Sharah-e-Ibne Sina, Nazimabad No-2, Karachi. Ph. 99260389 FaxNo. 66260390

No.DMC(C)/MC/PS/ 302 /2016.

Karachi, dated 22 . 12 .2016.

**SUBJECT: CONSTITUTION OF COMPLAINT REDRESSAL COMMITTEE OF  
DISTRICT MUNICIPAL CORPORATION-CENTRAL.**

In compliance of Rules-31(1) SPPRA -2010(Amended-2013), a Complaint Redressal Committee for the year 2016-17 for District Municipal Corporation (Central) is hereby constituted comprising the following:-

- |   |          |
|---|----------|
| 1. Chairman,<br>District Municipal Corporation-Central.           | Chairman |
| 2. Accounts Officer,<br>District Municipal Corporation (Central). | Member   |
| 3. Executive Engineer (KW&SB)<br>Not less than (BS-18).           | Member   |

**TOR:**

To act as guide line provided in Clause 31 of SPPRA Rules-2010 (Amended 2013) if any complaint received from any aggrieved bidder.

  
MUNICIPAL COMMISSIONER  
DISTRICT MUNICIPAL CORPORATION  
KARACHI CENTRAL

A copy is forwarded for information to.

- 1- The Managing Director SPPRA, Sindh.
- 2- Municipal Commissioner, DMC-Central.
- 3- Accounts Officer, DMC(Central).
- 4- Executive Engineer (KW&SB), Not less than (BS-18).

DISTRICT MUNICIPAL CORPORATION KARACHI-CENTRAL

ANNUAL PROCUREMENT PLAN(WORK, GOODS & SERVICES)FINANCIAL YEAR 2016-2017

Sr. No	Description of Procurement	Quantity (where applicable)	Estimated total cost in Million	Funds allocated In Million	Source of funds (ADP/Non ADP)	Proposed Procurement method	Timing of procurements				Remarks
							1 <sup>st</sup> Qtr	2 <sup>nd</sup> Qtr	3 <sup>rd</sup> Qtr	4 <sup>th</sup> Qtr	
1.	Re-Construction of Road & Strom Water Drain at 4400 Road from Road 7000 to Road 5000 New Karachi.	Various Quantities	40.00	40.00	ADP No:1482 /2016-17	Single Stage One Envelope	-		Yes	Yes	Subject to be release of funds.

  
MUNICIPAL COMMISSIONER  
DISTRICT MUNICIPAL CORPORATION  
KARACHI CENTRAL



GOVERNMENT OF SINDH  
LOCAL GOVERNMENT DEPARTMENT

Karachi, dated the 24<sup>th</sup> January, 2017

**NOTIFICATION**

No. SO-V(LG)/40-27/2016: With the approval of Competent Authority, a Procurement Committee consisting on following for undertaking works of Repair / Maintenance & Development to be executed in the financial year 2016-17 by District Municipal Corporation, (Central), Karachi is hereby constituted under Section-7 of SPPRA Rule-2010:-

- |    |  |          |
|----|--|----------|
| 1) | Municipal Commissioner, DMC (Central)    | Chairman |
| 2) | Assistant Accounts Officer DMC (Central) | Member   |
| 3) | Executive Engineer, (KW&SB)              | Member   |

The functions and responsibilities of procurement committee shall be as under:-

(Section- SPPRA Rules 2010):-

- i) Preparing bidding documents
- ii) Carrying out technical as well s financial revaluation of the bids
- iii) Preparing evaluation report as provide in Rule 45
- iv) Making recommendations for the award of contract to the competent authority and
- v) Perform any other function ancillary and incidental to the above

**SECRETARY TO GOVT. OF SINDH**

NO.SOV(LG)/40-27/2016

Karachi dated the 24<sup>th</sup> January, 2017

A copy is forwarded for information:-

- 01 The Director, Sindh Public Procurement Regulatory Authority, Karachi
- 02 The Chairman/Municipal Commissioner, DMC (Central), Karachi
- 03 The Superintending Engineer, DMC (Central), Karachi
- 04 The Director, Local Fund Audit, Karachi
- 05 The Assistant Executive Engineer, District Council Karachi
- 06 P.S to Secretary, Local Government Karachi
- 07 Office order file

  
**DEPUTY SECRETARY (GENERAL)**  
**LOCAL GOVERNMENT DEPARTMENT**

# STANDARD FORM OF BIDDING DOCUMENTS

FOR

## PROCUREMENT OF WORKS

For Contracts (Small) amounting between Rs. 2.5 Million to Rs. 50.00 Million

**Tender No. ( 01 )/(2016-2017)/D.C(Central)**

### **BILL OF QUANTITIES**

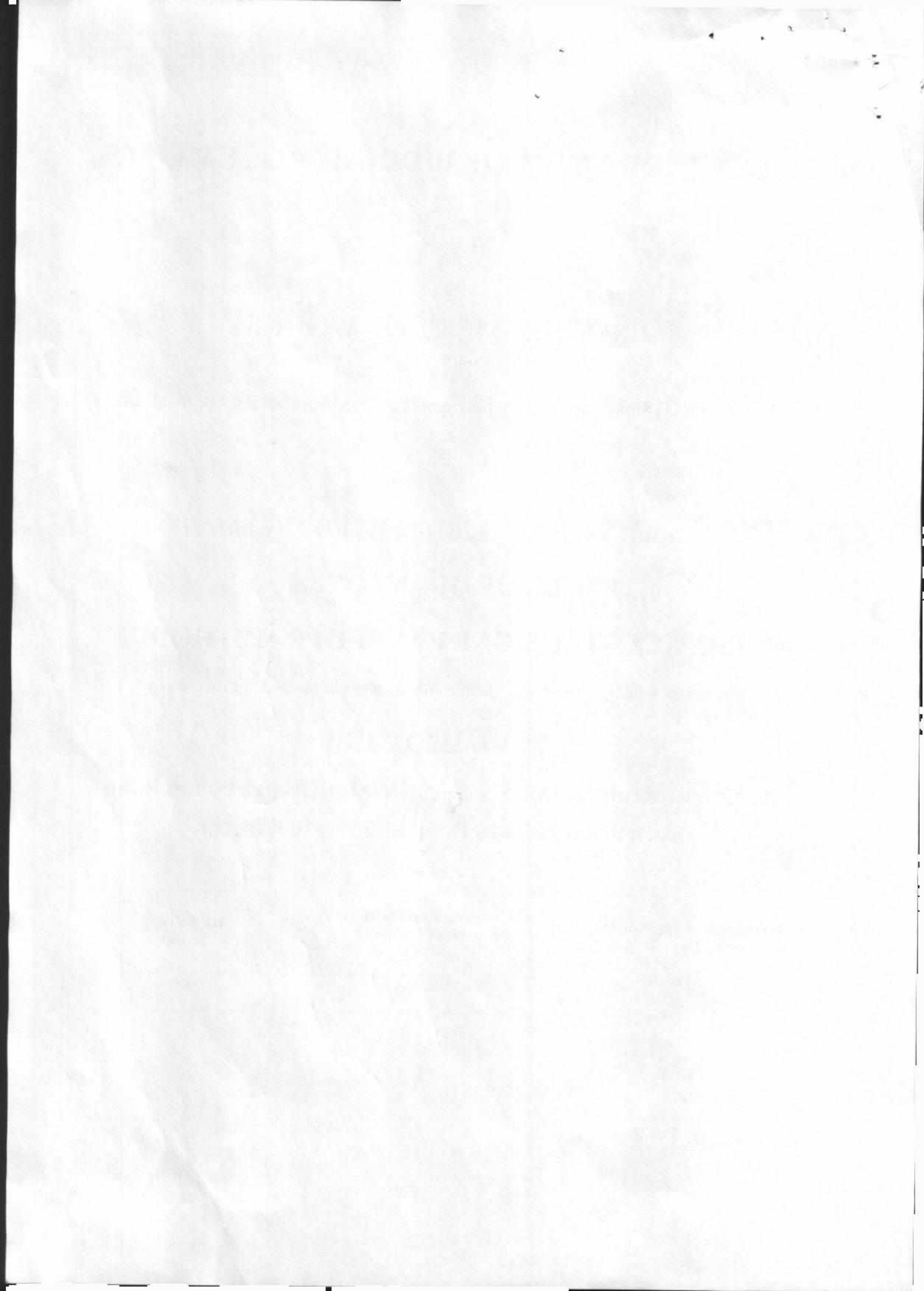
**(SINGLE STAGE ONE ENVELOPE METHOD)**

(Alongwith Bidders Eligibility & Qualification Criteria & Method of Procurement)

### **NAME OF WORK**

**Re-Construction of Road & Storm Water Drain at 4400 Road  
from Road 7000 to Road 5000 New Karachi.**

ESTIMATED COST OF THE PROJECT (IN MILLION)	BID SECURITY OF ESTIMATED COST IN SHAPE OF PAY ORDER (IN RS.)	TENDER COST (IN RS.)
40.00	8,00,000/-	3000/-







**OFFICE OF THE  
DISTRICT MUNICIPAL CORPORATION  
CENTRAL-KARACHI**

Sharah-e-Ibne Sina, Nazimabad No-2, Karachi.

Ph. 99260389 Fax No. 99260390

No.DMC(C)/MC/PS/

/2017

Karachi, dated

.2017

**NOTICE INVITING TENDERS**

(Tender Enquiry No.001/DC-Central/2016-17)

(As per SPPRA Directives & Guidelines 2010, Amended-2013)

Tenders in sealed covers are invited on Schedule or Non Schedule Basis for the following works of the Schemes/Project funded under "ADP Scheme 2016-17" from the registered Contractors with Pakistan Engineering Council (PEC) in relevant Category, for the following works: -

S.No	NAME OF SCHEME	ESTIMATED COST OF THE PROJECT (IN MILLION)	BID SECURITY IN SHAPE OF PAY ORDER (IN RS.)	TENDER COST (IN RS.)	PEC CATEGORY
01	Re-Construction of Road & Strom Water Drain at 4400 Road from Road 7000 to Road 5000 New Karachi. Tender Reference No-01/16-17	40.00	8,00,000/-	3000/-	C-06 (Civil Work)

Tender schedule shall be as follows:

<u>SCHEDULE</u>	<u>DATE &amp; TIME</u>	<u>VENUE</u>
1) Receiving of Application & Issuance of Tender.	_____ To _____ During office hours	Office of the B&R Department, District Municipal Corporation, Karachi-Central Shahrah-e-IbneSina, Nazimabad No-2, Karachi.
2) Dropping of Tender	_____ 02:00 PM	Office of the B&R Department, District Municipal Corporation, Karachi-Central Shahrah-e-IbneSina, Nazimabad No-2, Karachi.
3) Opening of Tender	_____ 03:00 PM	Office of the B&R Department, District Municipal Corporation, Karachi-Central Shahrah-e-IbneSina, Nazimabad No-2, Karachi.

**TERMS & CONDITIONS**

1. In case due to any reason, if the tenders are not responded on the above date, the next date of submission and opening will be \_\_\_\_\_ and the tender documents will also be available for sale upto \_\_\_\_\_.
2. The tender documents will be issued to the firms on submission of application in their original letter head along with Pay Order from any schedule bank in favor of D.M.C (Central) of Tender Cost (Non refundable) as mentioned above.
3. One bidder will not be issued tender documents for more than two works.
4. The tender in sealed cover superscripted with the name & number of work should be dropped in the tender box kept in the Office of the B&R Department, District Municipal Corporation, Central-Karachi, Shahrah-e-IbneSina, Nazimabad No-2, Karachi.
5. In case the date of tenders sale / dropping and opening declared as a public holiday by the Government, or non working day due to any reason, the next official working day shall be deemed to be the date for sale /dropping and opening of tenders at the same time.
6. The Bid Security as mentioned above in shape of pay order from any schedule bank in favor of D.M.C Central should be enclosed with the tender which will be retained till finalization of the case.
7. The contractor must mention their complete and correct present postal address in tender documents & quote the rates both in words & in figures. Incomplete / Conditional tenders will be not accepted. In addition, the bidders must furnish the documentary evidence against each eligibility criteria (as mentioned) as well as minimum qualification criteria as included in the Bidding Documents & Pay order of Bids Security, Otherwise their tender will be summarily rejected without consideration of their bid amount.

**INSTRUCTION TO BIDDERS**

8. The bid security shall be forfeited to the DMC(Central), of the bidder withdrawn his bid after opening and before the expiry of the bid validity period or fails to sign the contract if the bid is accepted.
9. If a bidder submits a seriously unbalanced bid then he may be required to deposit extra performance security to a level sufficient to protect the procuring agency against financial losses, failing which his bid will be either rejected or the bid security be forfeited as deemed appropriate by DMC (Central).
10. The successful bidder shall furnish a performance guarantee at the time of agreement in shape of Pay Order equal to 5% of sanction cost. This guarantee will be released after completion of work.
11. An amount equal to 5% from each bill will be deducted as Retention Money, which will be released after successful expiry of maintenance period.
12. Bid validity period of 90 days.
13. The Procuring agency may reject all or any bids or proposals at any time prior to the acceptance of a bid or proposal, subject to the relevant provision of SPPRA Rule 2010 (amended 2013)
14. Any correction / overwriting without initial & stamp of contractor shall declare the tender as rejected.
15. In case of default by contractors, it shall be liable to forfeiture of Bid Security / Performance Security (Security Deposit) in part or whole if they fail to abide by the terms and conditions as the case may be and their names will be blacklisted.

16. All applicable taxes shall be included in the bid amount by the contractor which will be deducted from the bills.
17. Those tenders which are in complete or received after the schedule date & time shall not be entertained and declared as Non-accepted.
18. Canvassing in connection with tenders is strictly prohibited and tenders submitted by the contractors who report canvassing will liable for rejection.
19. **Eligibility Criteria** The Contractor shall be eligible to participate in the Tender, having Valid PEC up to December 2017 in required category and discipline, NTN Certificate, Valid Professional Tax, Sindh Revenue Board Registration Certificate & Experience in the relevant job.
20. The conditions of contract are available on SPPRA website ([www.pprasindh.govt.pk](http://www.pprasindh.govt.pk)).

S/d  
MUNICIPAL COMMISSIONER  
DISTRICT MUNICIPAL CORPORATION  
KARACHI CENTRAL

Not to be Published:

**The Director(Advertisement),Information Department ,Govt: of Sindh, Karachi.**

Enclosed 06 Copies with a request to publish in not more than three leading (03) newspapers of Urdu ,English & Sindhi each.

**Director (CB) SPPRA.**

With a request to upload on SPPRA Website (Copies of BOQs, Bidding Date (duly filled) procurement plan for the year 2016-17 of each work and Standard Bidding Documents are inside the soft copy (CD)

C.C. to:-

1. The Chairman, District Municipal Corporation, Karachi-Central.
2. The Deputy Director (ENF-1), Sindh Public Procurement regularity authority Sindh Karachi.
3. PS to Managing Director, SPPRA, GOS, Karachi.
4. The Office Notice Board.
5. Superintending Engineer, D.M.C (Central).

SCHEDULE OF REQUIREMENT

(Scope of Bid)

RE-CONSTRUCTION OF ROAD & STROM WATER DRAIN AT 4400  
ROAD FROM ROAD 7000 TO ROAD 5000 NEW KARACHI.

- 1) RE-CONSTRUCTION OF ROAD & STROM WATER  
DRAIN AT 4400 ROAD FROM ROAD 7000 TO ROAD  
5000 NEW KARACHI by using items of BOQ in 365  
Calendar Days.

NOTE:- Performance Security will be released on  
satisfactory completion report & after the expiry of  
maintenance period.

**BIDDING DATA**

**Work No: 1 (2016-2017)**

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

(a).Name of Procuring Agency District Municipal Corporation Central

(b).Brief Description of Works

Re-Construction of Road & Strom Water Drain at  
4400 Road from Road 7000 to Road 5000 New  
Karachi.

(c).Procuring Agency's address:-

D.M.C (Central) Sharah-e-Ibne Sina, Nazimabad No-2, Karachi.

(d).Estimated Cost:-

Rs. 40.00 (Million)

(e).Amount of Bid Security:-

Rs. 8,00,000/- (Fill in lump sum amount or in % age of bid  
amount/estimated cost, but not exceeding 5%)

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

90 Days

(g).Performance Security :-

10%

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

(h).Percentage, if any, tobe deducted from bills:- 7.5% Income Tax

(i).Deadline for Submission of Bids along with time:- Dated:-

At:- 2:00 PM

(j).Venue, Time, and Date of Bid Opening:- Office of the B&R Department, 3<sup>rd</sup> Floor, District Municipal Corporation, Karachi-Central Shahrh-e-IbneSina, Nazimabad No-2, Karachi. At:- 3:00 PM Dated:-

(k).Time for Completion from written order of commence:-

365 days

(l).Liquidity damages:-

0.10%

0.05 of Estimated Cost of Bid cost per day of delay, but total not exceeding 10%.

(m)Tender Cost Receipt Pay Order No: \_\_\_\_\_

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

Amount: \_\_\_\_\_

Name of Bank \_\_\_\_\_

(o).Bidding Documents issued to: M/s.

CONTRACTOR SIGNATURE

ISSUING AUTHORITY



**OFFICE OF THE DEPUTY COMMISSIONER KARACHI CENTRAL****BILL OF QUANTITIES**

NAME OF WORK:- Re-Construction of Road & Strom Water Drain at 4400 Road  
from Road 7000 to Road 5000 New Karachi.

**Tender No.( 01 )/ (2016-2017)**

**(PART-A: ITEM BASED ON SCHEDULE RATE)**

S. No.	Description of Work	Qty	Rate	Per	Amount
01	Scarify the existing road surface	7250 Sft	116.16	% Sft	8422/-
02	Dismantling stone melting etc complete	3625 Cft	605/-	% Cft	21931/-
03	Earth work excavation of road side nails i/c forming its banks or putting the same on embankment etc.	41250 Cft	1437/-	%0 Cft	59276/-
04	Cartage of 100 cft/5 tones of all materials like 5' one aggregate spawl, coal, lime, surki, etc. (lead of 5 miles)	45455.cft	714.29	%0.Cft	324681/-
05	Man: & Supplying of RCC 21" dia frame slab 5" thick width ambadded 15 kg cost iron frame this 1:5:3 cone i/c maximum placing compact curing complete refreshing reinforced consist of two 3/8" dia etc.	20 Nos	1906.60	Each	38132/-
06	Shifting of RCC ring slab of to the side & fixing in perfect position on damage main holes in proper shape of ring size 2" thick C: mortar& dispose off deliveries.	20 Nos	563.09	Each	11262/-
07	P/F RCC manholes cover 1:2:4 concrete (50% g/bajri 50% crush) 3" deep at C: reinforced with 1/2" thick MS bar @ 4" CC welded to a 3/16" thick 2.5 deep MS flat two hocks of 3/8" dia bars i/c compacting curing transportation with 10 miles.	30 Nos	913.63	Each	27409/-
08	Preparing Sub-Base by supplying and spreading well graded pit of bed run gravel having a liquid limit not greater than 25 and plasticity index not greater than 6 in proper camber and grade i/c watering rolling and compacting in layers, thickness of each compacted layer not exceeding 6" compacted upto 98-100% density as per modified AASHO density (Rate i/c all cost of materials T&P and carriage upto 3 chains)	66000. Cft	3341.71	% Cft	2205529/-
09	Providing and laying aggregate base course camber having CBR 80% as per AASHTO standard specification i/c spreading and compacting by approved mechanical menas (Motor grader, vibratory roller and smooth wheel roller etc) watering to maintain the moisture content the compaction of each layer shall 100 percent to the max dry density (Rate i/c all cost of materials T&P and carriage upto 3 chains).	38777 Cft	5542.24	% Cft	2149114/-
10	1-1/2" thick asphalt concrete wearing course plant mix Laying mechanically to proper line and grade plant mixed Asphalt concrete specified formula according to job mixed formula approved by the engineer incharge rolling and finishing to design proper grade line level and camber etc. (Machinery with POLs cost of material carriage)	78000 Sft	6873.79	% Sft	5361556/-

**TOTAL AMOUNT OF PART (A) Rs.10207312/-**

**CONTRACTOR**

**PART (B) SW DRAIN WORK  
(SCHEDULE ITEM)**

S. No.	Description of Work	Qty	Rate	Per	Amount
01	Dismantling CC work 1:2:4 etc complete	16087.Cft	3327.50	%Cft	535295/-
02	Excavation in foundation of building bridges and other structured including degbelling dressing, refilling around structure with excavated earth watering and ramming lead up to 5ft.	114000.Cft	3176.25	%0.Cft	302092/-
03	Cartage of 100 cft/5 tones of all materials like 5' one aggregate spawl, coal, lime, surki, etc. (lead of 5 miles)	107287.Cft	714.29	%Cft	766340/-
04	C.C plain i/c placing compacting, finishing & curing, complete i/c screening & washing at stone aggregate without shuttering (ratio 1:4:8)	12750.Cft	11288.75	%Cft	1439316/-
05	CC plain i/c placing compacting, finishing & curing complete i/c screening & washing at stone aggregate without shuttering (ratio 1:2:4)	6375.Cft	12595.00	%Cft	802931/-
06	Fabrication of mild steel reinforcement for cement concrete including cutting bending laying in position making joints and fastenings i/c cost of binding wire (also i/c of using tor bars)	1254.957 Cwt	5001.70	P/Cwt	6276918/-
07	RCC work in roof slab, beams columns rafts lintels and other structural members laid in situ of precast laid in position complete in all respects Ratio 1:2:4	49100.Cft	337/-	P/Cft	16546700/-
08	Hire charges of the pumping set of upto 10 HP butt not less than 5 HP pumping out water form 15 ft depth trenches.	20.Days	1500/-	P/Day	30000/-

**TOTAL AMOUNT OF PART (B) Rs.26694892/-**

**(PART (C) NON SCHEDULE ITEM)**

S. No.	Description of Work	Qty	Rate	Per	Amount
01	Extra for using SR cement in place of ordinary Portland cement etc (approved rate)	8100.25	30/-	P/Cwt	243007/-

**TOTAL AMOUNT OF NON SCHEDULE ITEM Rs.243007/-**

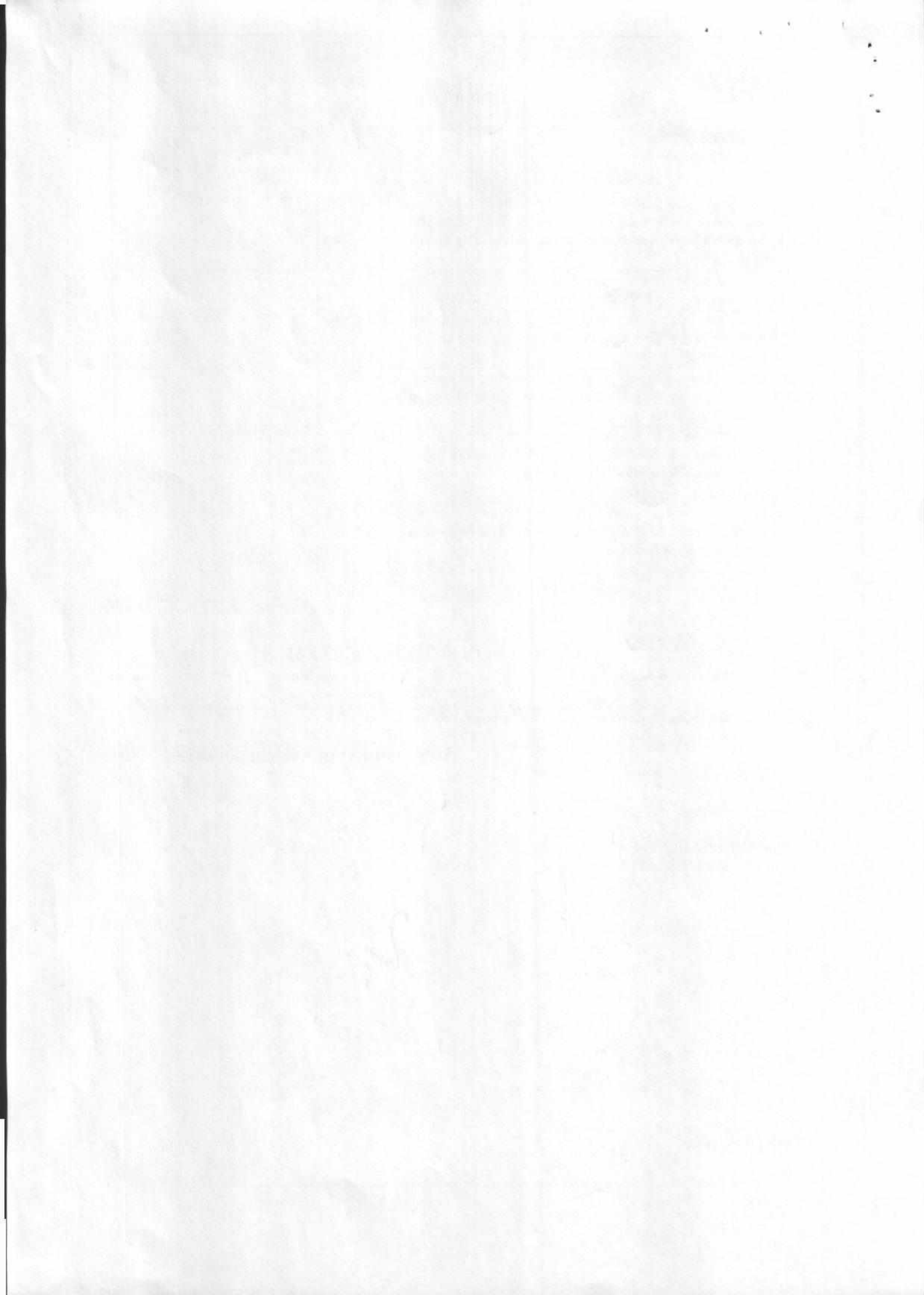
Nomenclature quantities and  
Rates have been checked by us

  
ASSTT:EX:ENGINEER  
DMC (CENTRAL)

  
EXECUTIVE ENGINEER  
DMC(CENTRAL)

**CONTRACTOR**





NAME OF WORK:- Re-Construction of Road & Strom Water Drain at 4400 Road  
from Road 7000 to Road 5000 New Karachi.

**Tender No.( 01 )/ (2016-2017)**

**QUOTED BID SUMMERY**

I/We hereby quoted as follows.

		<b>In Figures</b>	<b>In Words</b>
1.	PART-A Road Work (Item Based on S/R) amounting Rs. <b>10207312/-</b> _____ %Above/Below of the S/R	Rs. _____	
2	PART-B SW Drain Work (Item Based on S/R) amounting Rs. <b>26694892/-</b> _____ %Above/Below of the S/R	Rs. _____	
3	PART-C (Item Based on Non Shedule Item) amounting Rs. <b>243007/-</b> _____ %Above/Below of the S/R	Rs. _____	
4	<b>GRAND TOTAL (A)+(B)+(C)</b>	Rs. _____	

**NOTE:**

- Tender must be quoted in figure & in work both otherwise liable to be cancelled.
- All over writing & correction if any must be initialed & stamped by the bidder.
- I / We read the Standard Bidding Documents available in SPPRA website ([www.pprasindh.govt.pk](http://www.pprasindh.govt.pk)) and agreed to abide all of them and also provide all these documents with our signatures as & when directed.

I/We have attached a Bid Security as per NIT in Shape of Pay Order No. \_\_\_\_\_

Dated: \_\_\_\_\_ amounting Rs. \_\_\_\_\_ issued from \_\_\_\_\_

\_\_\_\_\_ In favor of D.M.C'(Central);

Signature of the Contractor  
with Stamp \_\_\_\_\_

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

\_\_\_\_\_

**INSTRUCTION TO BIDDERS**

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

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

**INSTRUCTION TO BIDDERS**

1. The bid security shall be forfeited to the DMC(Central), of the bidder withdrawn his bid after opening and before the expiry of the bid validity period or fails to sign the contract if the bid is accepted.
2. If a bidder submits a seriously unbalanced bid then he may be required to deposit extra performance security to a level sufficient to protect the procuring agency against financial losses, failing which his bid will be either rejected or the bid security be forfeited as deemed appropriate by DMC (Central).
3. The successful bidder shall furnish a performance guarantee at the time of agreement in shape of Pay Order equal to 5% of sanction cost. This guarantee will be released after completion of work.
4. An amount equal to 5% from each bill will be deducted as Retention Money, which will be released after successful expiry of maintenance period.
5. Bid validity period of 90 days.
6. The Procuring agency may reject all or any bids or proposals at any time prior to the acceptance of a bid or proposal, subject to the relevant provision of SPPRA Rule 2010 (amended 2013)
7. Any correction / overwriting without initial & stamp of contractor shall declare the tender as rejected.
8. In case of default by contractors, it shall be liable to forfeiture of Bid Security / Performance Security (Security Deposit) in part or whole if they fail to abide by the terms and conditions as the case may be and their names will be blacklisted.
9. All applicable taxes shall be included in the bid amount by the contractor which will be deducted from the bills.
10. Those tenders which are in complete or received after the schedule date & time shall not be entertained and declared as Non-accepted.
11. Canvassing in connection with tenders is strictly prohibited and tenders submitted by the contractors who report canvassing will liable for rejection.
12. **Eligibility Criteria** The Contractor shall be eligible to participate in the Tender, having Valid PEC up to December 2017 in required category and discipline, NTN Certificate, Valid Professional Tax, Sindh Revenue Board Registration Certificate & Experience in the relevant job.
13. The conditions of contract are available on SPPRA website ([www.pprasindh.govt.pk](http://www.pprasindh.govt.pk)).

Method and procedure of procurement: Single State-One Envelope Procedure (Rule 46(1) of SPP Rule 2010(Amended2013)

**BIDDERS' ELIGIBILITY/ QUALIFICATION CRITERIA**

Eligibility/ Qualification Criteria:

<b>S. No.</b>	<b>Eligibility / Qualification Criteria</b>
1	Valid PEC in relevant category (where applicable)& relevant field of specialization.
2	NTN Certificate
3	Valid Professional Tax
4	CNIC Copy
5	Registration with Sindh Revenue Board (SRB)
	<b>Qualification Criteria:</b>
1	Minimum three years' experience of relevant field.
2	Turnover of at least last three years.
3	Bid Security, as mentioned in the NIT & Bidding Documents is furnished.
4	The bid shall be properly signed, named & stamped by the authorized person of the firm and authorization letter for signatory shall be enclosed with the tender by the authorized person, if other than the signatory of the firm.
5	At least 20 million work done in last two years, work order and completion certificate must be attached.
6	The contractor must mention their complete and correct present postal address in tender documents & quote the rates both in words & in figures. Incomplete / Conditional tenders will be not accepted. In addition, the bidders must furnish the documentary evidence against each eligibility criteria (as mentioned above) as well as minimum qualification criteria as included in the Bidding Documents & Pay order of Bids Security, Otherwise their tender will be summarily rejected without consideration of their bid amount.
7	Any correction / overwriting without initial & stamp of contractor shall declare the tender as rejected.
8	Those tenders which are in complete or received after the schedule date & time shall not be entertained and declared as Non-accepted.
9	Canvassing in connection with tenders is strictly prohibited and tenders submitted by the contractors who report canvassing will liable for rejection



OFFICE OF THE  
DISTRICT MUNICIPAL CORPORATION  
CENTRAL-KARACHI

Sharah-e-Ibne Sina, Nazimabad No-2, Karachi. Ph. \_\_\_\_\_ FaxNo. \_\_\_\_\_

No.DMC(C)/MC/PS/ 7/ /2017.

Karachi, dated 25-1- .2017.

To,

The Director (Advertisement),  
Information Department,  
Government of Sindh,  
Karachi.

**Subject:- PUBLICATION OF NOTICE INVITING TENDERS.**

Enclosed please find herewith (06) copies of NIT (Notice Inviting Tenders) vide No.DMC(C)/MC/PS/28 - /2017, dated:- 25 /1- /17 of this office.

You are requested to publish the same in three (03) leading newspaper of Urdu, English and Sindhi languages in compliance of SPPRA 2010 (Ammended-2013)

MUNICIPAL COMMISSIONER  
DISTRICT MUNICIPAL CORPORATION  
KARACHI CENTRAL

# **SPPRA BIDDING DOCUMENT**

**STANDARD FORM OF BIDDING DOCUMENT**

**FOR**

**PROCUREMENT OF WORKS**

(For Contracts (Small) amounting between Rs.2.5 million to Rs.50 million)

## **INSTRUCTIONS TO PROCURING AGENCIES**

**INSTRUCTIONS TO PROCURING AGENCIES**  
**(Not to be included in Bidding Documents)**

**A. Basis of Documents**

These Documents have been prepared as a global document intended to be used by different agencies/users according to their requirements. This document is envisaged for National Competitive Bidding (NCB), meant for use for Works costing not more than Rs. 25 Million. These documents may be tailored according to the scope of works as well as in case of contracts on International Competitive Bidding (ICB) basis, funded by international financial institutions/donors, with payments in foreign currencies. Procuring agencies are then to tailor the relevant clauses to suit their requirements including appropriate modifications in the relevant sections of the documents in the light of SPPRA Bidding Documents for Large Works.

The Procuring Agency is expected to manage the Contract itself. The role of Engineer may be added by the Procuring Agency, if the Procuring Agency wishes to engage a consultant. The role of the Engineer with specific delegated powers under various clauses of Instructions to Bidders such as clarifications of Bid Documents, Amendment of Bid Documents, evaluation of Bids etc. and to administer the Contract under various clauses of Conditions of Contract should have been specified. The Procuring Agency will be required to set out in the specifications and drawings the full scope of work including the extent of design to be done by the Contractor, if any.

**B. Contents of Documents**

As stated in Clause IB.4 of Instructions to Bidders, the complete Bidding Documents in addition to Invitation for Bids shall comprise items listed therein including any addendum to Bidding Documents issued in accordance with IB.6. The Standard Form of Bidding Documents (for Small Contracts) includes the following:

1. Instructions to Bidders & Bidding Data
2. Form of Bid & Schedules to Bid
3. Conditions of Contract & Contract Data
4. Standard Forms
5. Specifications
6. Drawings, if any

In addition, Instructions to procuring agencies are also provided at various locations of this document within parenthesis or as a Note(s). Procuring agencies are expected to edit or finalise this document accordingly, by filling in all the relevant blank spaces and forms as per the scope of the work, deleting all notes and instructions intended to help the bidders.

The procuring agency is required to prepare the following for completion of the Bidding Documents:

- (i) Invitation for Bids



- (ii) Bidding Data
- (iii) Schedules to Bid (Samples)
- (iv) Schedule of Prices (Format)
- (v) Contract Data
- (vi) Specifications
- (vii) Drawings, if any

The Procuring agency's attention is drawn to the following while finalizing the Bidding Documents.

#### **C. Notice Inviting Tender/ Invitation for Bids/ Request for Expression of Interest**

The "Notice Inviting Tender" is meant for publication of tenders for calling bids in the newspapers and SPPRA Website.

The blank spaces wherever shown are required to be filled by the Procuring Agency before issuance of Bidding Documents.

The Procuring Agency may modify para 1 of Notice Inviting Tender as per its requirements. The notice should be published so as to give the interested bidders sufficient working period for preparation and submission of bids – not less than 15 days for National Competitive Bidding and 45 days for International Competitive Bidding (SPP Rule 18).

1. The eligible bidders are defined in IB.2; the text can be amended by the Procuring Agency as deemed appropriate.
2. The non-refundable fee for the sale of Bidding Documents should be nominal so as to cover printing/reproduction and mailing costs and to ensure that only bona-fide bidders shall apply (SPP Rule 20).
3. The amount of Bid Security should be a lump sum figure or a percentage, but not less than 1% and more than 5% of bid price and should be in accordance with IB.13.1 (SPP Rule 37).
4. If the venue of receipt of bids and the opening of bids is the same, the times for receipt and opening of bids are to be entered in last Para of the Notice Inviting Tender, otherwise indicate the name, address and exact location for the opening of bids. However the date for the receipt and the opening of bids shall be same (SPP Rule 41).

#### **D. Instructions to Bidders**

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

The Instructions to Bidders can be used as given. Procuring agency may have to make changes under Bidding Data.

The Procuring Agency's or Engineer's Representative, if any, shall exercise powers of the Engineer/Procuring Agency under and in connection with Clauses IB.5, IB.6, IB.16, etc. In

case an Engineer has been appointed by the Procuring Agency, the aforesaid clauses may be modified accordingly to specify the role of the Engineer by the Procuring Agency, otherwise the Engineer's reference wherever exist, except Sub-Clause 1.1.20 & Clause 15 of Conditions of Contract and Item 1.1.20 of Contract Data, shall be deleted.

#### **E. Bidding Data**

The blank spaces wherever shown in Bidding Data are required to be filled by the Engineer/Procuring Agency before issuance of Bidding Documents.

1. Contents of IB.10.3 may be retained or modified by the Procuring Agency.
2. Procuring Agency should insert required experience in IB.11.2.
3. Referring to IB.14.1, the period of bid validity may range from 30 to 90 days depending upon the size and nature of the works. Number of days shall be filled in as per Procuring Agency's requirements.
4. Contents of IB.16.3 to IB.16.8 may be retained or modified by the Procuring Agency in accordance with its requirements.

#### **F. Schedules to Bid**

Specimen of Schedules to Bid including format of Schedule of Prices are provided in this document. The Procuring Agency may add/delete/modify as per its requirement.

The blank spaces wherever shown are required to be filled by the Engineer/Procuring Agency before issuance of Bidding Documents except those required to be provided by the Contractor.

#### **G. Conditions of Contract**

The procuring agency while preparing Contract Data, shall ensure that no Clause of Conditions of Contract is deleted and that the changes included in Contract Data shall be such as not to change the spirit of the document. Any adjustment or change in clauses of Conditions of Contract to meet specific project features shall be made with care and incorporated in Contract Data.

#### **H. Contract Data**

The blank spaces wherever shown are required to be filled by the Engineer/Procuring Agency before issuance of Bidding Documents.

1. Referring to Sub-Clause 1.1.1 of Conditions of Contract, the Engineer/Procuring Agency may add, in order of priority, such other documents as to form part of the Contract, in Sub-Clause 1.3 of the Contract Data.
2. The Procuring Agency's Representative, if any, shall exercise powers of the Procuring Agency under and in connection with Sub-Clauses 1.3, 2.3, 4.2, 4.3, 5.1, 7.3, 8.2, 9.1, 9.2, 10.1, 10.2, 10.5, 11.1, 11.5, 12.1, 13.2 and 14.1 of the Conditions of Contract. In case an Engineer has been appointed by the Procuring Agency, the aforesaid clauses may be modified accordingly by the Procuring Agency.

3. The sum insured for different insurances including minimum amount of third party insurance should be assessed by the Engineer/Procuring Agency and entered in Contract Data. Such insurance cover shall be carried out with Insurance Company having at least AA rating from PACRA / JCR in the favour of the procuring agency.
4. The time for completion of the whole of the works should be assessed by the Engineer/Procuring Agency and entered in the Contract Data.
5. The Conditions of Contract contain no overall limit on the Contractor's liability. The amount of **liquidated damages** per day of delay shall be entered by the Engineer/Procuring Agency in Contract Data. Usually the liquidated damages are set between **0.05 percent and 0.10 percent per day and the maximum limit as 10 percent of contract price stated in the Letter of Acceptance.**
6. Any amendment and/or additions to the Conditions of the Contract that are specific to a given Bid/Contract should be included by the Procuring agency. This may include but not be limited to the provisions regarding the following:
  - a) Terms of Payment should be prepared and incorporated in Contract Data by the Engineer/Procuring Agency.
  - b) The Engineer/Procuring Agency to make sure that all taxes and duties are included by the Bidders/Contractors in their prices.

**I. Specifications**

To be prepared and incorporated by the Engineer/Procuring Agency

**J. Drawings**

To be prepared and incorporated by the Engineer/Procuring Agency, if required.

## SUMMARY OF CONTENTS

<u>Subject</u>	<u>Page No</u>
(I) INVITATION FOR BIDS.....	02
(II) INSTRUCTIONS TO BIDDERS & BIDDING DATA.....	04
(III) FORM OF BID & SCHEDULES TO BID.....	19
(IV) CONDITIONS OF CONTRACT & CONTRACT DATA.....	33
(V) STANDARD FORMS.....	54
(VI) SPECIFICATIONS.....	67
(VII) DRAWINGS.....	68

## INVITATION FOR BIDS

## INVITATION FOR BIDS

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

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

1. The Procuring Agency, \_\_\_\_\_ [enter name of the procuring agency], invites sealed bids from interested firms or persons licensed by the Pakistan Engineering Council in the appropriate category( not required for works costing Rs 2.5 million or less) and/or duly pre-qualified(if pre-qualification is done for specific scheme/project) with the Procuring Agency for the Works, \_\_\_\_\_ [enter title, type and financial volume of work], which will be completed in \_\_\_\_\_ [enter appropriate time period] days.
2. A complete set of Bidding Documents may be purchased by an interested eligible bidder on submission of a written application to the office given below and upon payment of a non-refundable fee of Rupees \_\_\_\_\_ (Insert Amount). Bidders may acquire the Bidding Documents from the Office of the Procuring Agency, at \_\_\_\_\_ (Mailing Address).
3. All bids must be accompanied by a Bid Security in the amount of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) or \_\_\_\_\_ percentage of bid price in the form of (pay order / demand draft / bank guarantee) and must be delivered to \_\_\_\_\_ (Indicate Address and Exact Location) at or before \_\_\_\_\_ hours, on \_\_\_\_\_ (Date). Bids will be opened at \_\_\_\_\_ hours on the same day in the presence of bidders' representatives who choose to attend, at the same address [indicate the address if it differs].

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

**INSTRUCTIONS  
TO BIDDERS  
&  
BIDDING DATA**

**Notes on the Instructions to Bidders**

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

Matters governing the performance of the Contract or payments under the Contract, or matters affecting the risks, rights, and obligations of the parties under the Contract are not normally included in this Section, but rather in the appropriate sections of the *Conditions of Contract* and/or *Contract Data*.

## TABLE OF CONTENTS

### INSTRUCTIONS TO BIDDERS

<i>Clause No.</i>	<i>Description</i>	<i>Page No.</i>
<b>A. GENERAL</b>		
IB.1	Scope of Bid & Source of Funds.....	6
IB.2	Eligible Bidders.....	6
IB.3	Cost of Bidding.....	7
<b>B. BIDDING DOCUMENTS</b>		
IB.4	Contents of Bidding Documents.....	7
IB.5	Clarification of Bidding Documents.....	7
IB.6	Amendment of Bidding Documents.....	8
<b>C- PREPARATION OF BID</b>		
IB.7	Language of Bid.....	8
IB.8	Documents Comprising the Bid.....	8
IB.9	Sufficiency of Bid.....	8
IB.10	Bid Prices, Currency of Bid & Payment.....	9
IB.11	Documents Establishing Bidder's Eligibility and Qualifications... 9	9
IB.12	Documents Establishing Works Conformity to Bidding Documents.....	9
IB.13	Bidding Security.....	10
IB.14	Validity of Bids, Format, Signing and Submission of Bid.....	10
<b>D-SUBMISSION OF BID</b>		
IB.15	Deadline for Submission, Modification & Withdrawal of Bids....	11
<b>E. BID OPENING AND EVALUATION</b>		
IB.16	Bid Opening, Clarification and Evaluation.....	12
IB.17	Process to be Confidential.....	13
<b>F. AWARD OF CONTRACT</b>		
IB.18	Qualification.....	13
IB.19	Award Criteria & Procuring Agency's Right.....	14
IB.20	Notification of Award & Signing of Contract Agreement.....	14
IB.21	Performance Security.....	14
IB.22	Integrity Pact.....	15



## 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**

### **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**

**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.
- 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 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.
- 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.
- 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.

#### **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

- 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).
- 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 non-responsive (SPP Rule 89).