



**OFFICE OF THE  
EXECUTIVE ENGINEER  
PUBLIC HEALTH ENGG: DIVISION  
MIRPURKHAS.**

**Telephone No: 0233-9290187**  
**Email address:- ee.phed.mps@gmail.com**

**No: TC/ 2005 of 2018.**  
**Mirpurkhas dt: 07.03. /2018.**

**“SAY NO TO CORRUPTION”**


To,

The Director (A&F),  
Sindh Public Procurement Regulatory Authority,  
Government of Sindh,  
Barrack No. 08,  
Sindh Secretariat No.4-A,Court Road  
**Karachi**

**SUBJECT: - HOISTING OF N.I.T ON SPPRA WEBSITE.**

Kindly find enclosed herewith this office NIT No. TC/2004/ dated 07.03.2018 along with complete bidding documents i/c Annual Procurement Plan of the works contained in the NIT, Redressal Committee Notification and Notification of Procurement committee (in Hard Copy Each) with these Soft Copy /C.D for information and hoisting the above N.I.T on SPPRA Website.

**D/A As Above.**

  
**EXECUTIVE ENGINEER  
PUBLIC HEALTH ENGG: DIVISION  
MIRPURKHAS**

SPPRA INWARD DIARY

NO : 6846

DATED : 09-03-2018



**OFFICE OF THE  
EXECUTIVE ENGINEER  
PUBLIC HEALTH ENGG: DIVISION  
MIRPURKHAS**

Telephone / Fax No: 0233-9290187  
Email address:- [ee.phed.mps@gmail.com](mailto:ee.phed.mps@gmail.com)

No: TC/ 2004/of 2018  
Mirpurkhas, dated: 07.03.2018.

**"SAY NO TO CORRUPTION"**

**NOTICE INVITING TENDER**

1. The Sealed non-conditional one envelope tenders are invited from eligible contractors for the following works as per SPPRA Rules.

Sr. No.	Name of Work	Estimated Cost (In Million)	5% Earnest Money (In Million) in Shape of Call Deposit from Schedule Bank	Tender Fee (In Rupees) (Non refundable)	Time Period (In Months)
<b><u>DEPOSIT WORKS</u></b>					
1.	Repair of Filter plant 3.00 MGD @ East Jamrao Water Works for Water Supply Scheme Mirpurkhas .	4.000(M)	0.200(M)	2500/-	06-Months
2.	Repair of Filter Plant 3.5 MGD @ west jamrao Water Works for Water supply Scheme Mirpurkhas .	4.000(M)	0.200(M)	2500/-	06-Months

2. The Blank Tender forms can be obtained from office of the undersigned during office hours from the date of Publication upto **12.00 Noon of 27.03.2018** on payment of specified Tender fee Tender will be received back on **28.03.2018** upto **1.00 PM** & will be opened on same date at **2.00 PM** in the presence of Contractor or their authorized representative .In case of responded tenders or undersigned is out of Head Quarter the next date for issuing tenders till upto **12.00 (Noon)** and the bids shall be received back on same date **1.00 PM** and open on same date i.e **11.04.2018 at 2.00 P.M** under same terms and conditions. Earnest money in shape of pay order /Call Deposit equivalent to 5% of estimate cost shall be in favour of Executive Engineer, PHE Division Mirpurkhas. The tenders without Earnest money shall not be accepted Earnest money of successful bidders shall be returned after issuance of works order to successful bidders.
3. **The Eligibility criteria for intending contractors are as under:-**
- The Contractors should submit with bidding documents list of PHED works / work orders of the same nature having equivalent cost or above executed during last three years in (i.e 2015,2015-16,& 2016-17) along with completion certificate showing date of start and date of completion from the concern PHE Div;
  - The Contractors should submit with bidding documents the registration with Pakistan Engineering Council in relevant category or above (If Applicable) and Field Specialization CE-09 Renewed upto 2017 for the work tender offered, the certificate from Income Tax Department (NTN Copy), the Sindh Revenue Board (Sales Tax Registration Copy) and the copy of CNIC.
  - The Contractors should submit with bidding documents Affidavit on stamp paper that the Contractor is not involved in any litigation, Departmental rift, has abandoned or made unnecessary delay in completion of any work in the Government Department, that the contractor has not been black listed previously by any executing agency and that the documents / particulars / information furnished by him are true and correct.
  - The Contractors should submit with bidding documents the financial turnover statement for the period (i.e 2014-15,2015-16,& 2016-17) with current bank statement showing the facility to him.

- v) The Contractors should submit with bidding documents the information of Technical Staff and Machinery / Equipments.
- vi) The Contractors who submits incomplete bidding documents will be treated as Not Substantially Responsive Bid.
6. 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 as per provision of (SPP Rules 25).

**Note:** This N.I.T along with bidding documents can be seen and downloaded from SPPRA Website at [www.ppra.sindh.gov.pk](http://www.ppra.sindh.gov.pk)

  
**EXECUTIVE ENGINEER**  
PUBLIC HEALTH ENGG: DIVISION  
MIRPURKHAS

**C.C for Information to:-**

1. The Director Information (Advertisement), Block No.96 Sindh Secretariat Karachi (in-seven copies) for insertion / publication in three leading Newspapers viz: ENGLISH, URDU, SINDHI Languages for wide publicity.
2. The Director (A&F), Sindh Public Procurement Regulatory Authority Barrack No.08 Sindh Secretariat No.4 A Court Road Karachi Tel: 92-21-99205369 for hoisting on SPPRA's Website.
3. The Secretary, Information & Technology Department Government of Sindh Karachi, Sindh Secretariat No. 6 Karachi and C.D of this N.I.T is also enclosed herewith for placement on Government Websites.
4. The Chief Engineer, Public Health Engineering Department, Govt: of Sindh, Hyderabad.
5. The Superintending Engineer, Public Health Engg: Circle Mirpurkhas
6. The Deputy Commissioner, Mirpurkhas
7. The Assistant Engineer's (All), under Public Health Engg: Division, Mirpurkhas.
8. Notice Board.

  
**EXECUTIVE ENGINEER**  
PUBLIC HEALTH ENGG: DIVISION  
MIRPURKHAS



Ph: 022-9210410

Fax: 022-9210411

**OFFICE OF THE  
CHIEF ENGINEER,  
PUBLIC HEALTH ENGG: DEPARTMENT  
GOVT: SINDH HYDERABAD**


No: E/PHED/ 3022 of 2017.  
Hyderabad, dated: 16/2/2017

## **OFFICE ORDER**

In exercise of the power confirmed under rule 31 of the Sindh Public Procurement Rules 2010, the following committee is hereby constituted in order to redress grievance/complaints that may arise during procuring proceeding in Public Health Engineering Division Mirpurkhas.

Superintending Engineer, Public Health Engineering Circle, Mirpurkhas	Chairman
Executive Engineer, Provincial Highway Division Mirpurkhas.	Member
Divisional Accounts officer, Buildings Division Mirpurkhas	Member

The committee shall act in accordance with rule 31 of Sindh Public Procurement rules 2010 (amended 2013).

  
(KHALIL AHMED SOOMRO)  
CHIEF ENGINEER,  
PUBLIC HEALTH ENGG: DEPARTMENT  
GOVT OF SINDH HYDERABAD

C.C to the

- Manager Assessment-IV Sindh Public Procurement Regularity Authority Karachi for information.
- Superintending Engineer, Public Health Engineering Circle Mirpurkhas for information.
- Executive Engineer, Public Health Engineering Division Mirpurkhas for information.
- Executive Engineer, Provincial Highway Division Mirpurkhas for information
- Divisional Accounts Officer, Buildings Division Mirpurkhas for information.





OFFICE OF THE  
SUPERINTENDING ENGINEER  
PUBLIC HEALTH ENGG: CIRCLE.  
No: E/PHED/ 248 / of 2017.  
Mirpurkhas, Dated: - 14/02/2017.

To,

The Executive Engineer's (All), *MPS*  
Under Public Health Engineering Circle,  
MIRPURKHAS.

SUBJECT: - NOTIFICATION.

Reference: - Chief Engineer, Public Health Engineering Department Government of Sindh Hyderabad vide letter No: E/GM/ PHED/ 196, Dated:-03.02.2017.

Kindly find enclosed herewith a copy of Notification No: SO (T) PHE/ SPPRA-Rules/2013/(PT-II) dated 27.01.2017, Section Officer, (TECH.) Office of the Secretary, Public Health Engineering & Rural Development Department, Government of Sindh Karachi, received from Chief Engineer, Public Health Engineering Department Government of Sindh Hyderabad vide his office letter No: cited above, on the subject matter for information and necessary action.

D.....A/-  
As above.

*(Signature)*  
(SYED ZAFID HUSSAIN SHAH)  
SUPERINTENDING ENGINEER,  
PUBLIC HEALTH ENGG: CIRCLE  
MIRPURKHAS.

Copy F.W.C's to the Chief Engineer, Public Health Engineering Department Government of Sindh Hyderabad for his kind information with reference to office letter No: cited above.

*T.C*  
*16/02*  
*16/02*  
SUPERINTENDING ENGINEER,  
PUBLIC HEALTH ENGG: CIRCLE  
MIRPURKHAS.



GOVERNMENT OF SINDH  
PUBLIC HEALTH ENGINEERING AND  
RURAL DEVELOPMENT DEPARTMENT

Karachi dated the 27<sup>th</sup> January, 2017.

## NOTIFICATION

NO. SO(T)/PHE/SPPRA-Rules/2013/(Pt-II):- In exercise of powers conferred by rule-7 & 8 of SPP Rules, 2010, the division wise procurement committees in Public Health Engineering Department are hereby re-constituted as under:-

S. NO.	NAME OF PHE DIVISION	PROCUREMENT COMMITTEE	CHAIRMAN/MEMBER
01.	Hyderabad-I	Executive Engineer, Public Health Engineering Division No.I, Hyderabad-I Executive Engineer, Education Works Division, Hyderabad Section Officer(Admn.) PHE, Public Health Engineering & Rural Development Department	Chairman Member Member
02.	Hyderabad-II	Executive Engineer, Public Health Engineering Division No.II, Hyderabad Executive Engineer, Education Works Division, Hyderabad Section Officer(Admn.) PHE, Public Health Engineering & Rural Development Department	Chairman Member Member
03.	Jamshoro	Executive Engineer, Public Health Engineering Division, Jamshoro Executive Engineer, Education Works Division, Jamshoro Section Officer(Admn.), PHE, Public Health Engineering & Rural Development Department	Chairman Member Member

7/1/2017

*[Signature]*



GOVERNMENT OF SINDH  
PUBLIC HEALTH ENGINEERING &  
RURAL DEVELOPMENT DEPARTMENT

Karachi dated the, 16<sup>th</sup> October, 2017

NOTIFICATION

No.SO(T)/PHE/SPPRA-RULES/2013/(Pt-II): In exercise of powers conferred by Rule-7 of SPP Rules-2010 a procurement committee for PHE Division Mirpurkhas which was earlier constituted under this department's notification of even number dated 27.01.2017 at serial # 8 is hereby re-constituted as under:

Executive Engineer,  
Public Health Engineering Division,  
Mirpurkhas

CHAIRMAN

Assistant Engineer,  
High Way Sub-Division Shujaabad,  
Mirpurkhas

MEMBER

Section Officer (Admn),  
Public Health Engineering Department

MEMBER


Terms of reference/functions of the committee:

1. Preparing bidding documents.
2. Carrying out technical as well as financial evaluation of the bids.
3. Preparing evaluation report as provided in Rule-45.
4. Making recommendations for the award of contract to the competent authority, & Perform any other function ancillary and incidental to the above.

(TAMEEZUDDIN KHERO)  
Secretary

Cc:

- The Secretary, Education Department, Govt. of Sindh, Karachi
- The Chief Engineer, PHED, Hyderabad.
- The Managing Director, SPPRA, Karachi.
- The Executive Engineer, PHE Div. Mirpurkhas
- The Section Officer (Admn), PHED.
- The Assistant Engineer, High Way Sub-Division Shujaabad, Mirpurkhas
- The PS to Secretary, PHE & RDD, Govt. of Sindh, Karachi.

  
(MUHAMMAD BUX JARWAR)  
Section Officer (Technical)

08.	Mirpurkhas	Executive Engineer, Public Health Engineering Division, Mirpurkhas	Chairman
		Assistant Engineer, Building Division Works-& Services Department, Mirpurkhas	Member
		Section Officer(Admn.) PHE, Public Health Engineering & Rural Development Department	Member
09.	Tando Allahyar	Executive Engineer, Public Health Engineering Division, Tando-Allahyar	Chairman
		Executive Engineer, Highway Division, Tando Allahyar	Member
		Section Officer(Admn.)PHE, Public Health Engineering & Rural Development Department	Member
10.	Sanghar	Executive Engineer, , Public Health Engineering Division, Sanghar	Chairman
		Assistant Engineer, Education Works Sub-Division, Sinjoro	Member
		Section Officer(Admn.) PHE, Public Health Engineering & Rural Development Department	Member
11.	Tharparkar @ Mithi	Executive Engineer, Public Health Engineering Division, Tharparkar @ Mithi	Chairman
		Executive Engineer, Education Works Division, Tharparkar @ Mithi	Member
		Section Officer(Admn.) PHE, Public Health Engineering & Rural Development Department	Member



28.	Badin	Executive Engineer, Public Health Engineering Division Badin	Chairman
		Executive Engineer, Highway Division, Badin	Member
		Section Officer(Admn.)PHE, Public Health Engineering & Rural Development Department	Member

Terms of reference of the Committees:-

01. Preparing bidding documents
02. Carrying out technical as well as financial evaluation of the bids
03. Preparing evaluation report as provided in Rule- 45
04. Making recommendations for the award of contract to the competent authority and
05. Perform any other function ancillary and incidental to the above

The Procurement Committees constituted vide this department Notification No. SO(T)/PHE/SPPRA-Rules/2013(pt-II) dated 16-05-2013 dated 05-05-201, dated September, 2015 & letter No. SO(T)/PHE/SPPRA-Rules/2013 dated 19-12-2016 are hereby repealed.

TAMEEZUDDIN KHERO  
SECRETARY TO GOVERNMENT OF SINDH

NO. SO(T)/PHE/SPPRA-Rules/2013/(Pt-II):- Karachi dated the 27<sup>th</sup> January, 2017.

CC to:-

01. The Secretary, Works & Services Department, Govt. of Sindh, Karachi.
02. The Secretary, Local Government Department, Govt. of Sindh, Karachi.
03. The Secretary, Irrigation Department, Govt. of Sindh, Karachi.
04. The Secretary, School Education Department, Govt. of Sindh, Karachi
05. The Chief Engineers, Public Health Engineering Deptt. Hyderabad/Sukkur.
06. The Managing Director, Procurement Regulatory Authority, Sindh, Karachi.
07. The PS to Minister, Public Health Engineering & Rural Dev. Deptt. Sindh, Karachi.
08. The PS to Secretary, Public Health Engineering & Rural Dev. Deptt. Sindh, Karachi.
09. The Members concerned.

NO. E/GM/PHE/196

Hyd: dt. 3/2/2017

A copy is forwarded to the Superintending Engineers PHE circle Hyderabad and Mirpurkhos for information and necessary action.


(MOHAMMAD BUX JARWAR)  
SECTION OFFICER (TECH.)

OFFICE OF THE EXECUTIVE ENGINEER, PUBLIC HEALTH ENGINEERING DIVISION MIRPURKHAS

ANNUAL PROCUREMENT PLAN

(WORKS, GOODS AND SERVICES)

Sr.#	Description of Procurement	Quantity (Where Applicable)	Estimate Cost (Where Applicable)	Funds Allocated (in Millions)	Source of Funds (ADP- Non ADP)	Proposed Procurement Method	Timing of Procurement				Remarks
							1st Qtr:	2nd Qtr:	3rd Qtr:	4th Qtr:	
<b>DEPOSIT WORKS</b>											
1	Repair of filter plant 3.00 MGD @ East Jamrao Water Works for Water Supply Scheme Mirpurkhas	-	4.000(M)	-	DEPOSIT WORKS	National Open Tender		--	--	--	The funds are available
2	Repair of Filter Plant 3.5 MGD @ west jamrao Water Works for Water supply Scheme Mirpurkhas .	--	4.000(M)	--	DEPOSIT WORKS	National Open Tender	--	--	--	--	The funds are available

  
EXECUTIVE ENGINEER  
PUBLIC HEALTH ENGG: DIVISION  
MIRPURKHAS





**OFFICE OF THE  
EXECUTIVE ENGINEER  
PUBLIC HEALTH ENGG: DIVISION  
MIRPURKHAS**

**TENDER FOR THE WORK**

Issue to M/s. \_\_\_\_\_ Tender fee for Rs: \_\_\_\_\_  
received vide \_\_\_\_\_ D.R No. \_\_\_\_\_ Dated \_\_\_\_\_  
\_\_\_\_\_ Dated of opening of Tender \_\_\_\_\_.

**EXECUTIVE ENGINEER  
PUBLIC HEALTH ENGG: DIVISION  
MIRPURKHAS**

I / We hereby tender the execution for the **REPAIR OF FILTER PLANT 3.00 MGD @ EAST JAMRAO WATER WORKS FOR WATER SUPPLY SCHEME MIRPURKHAS** of scheme under written memorandum within the specified time in such memorandum at.

\_\_\_\_\_ Percent Above / Below the Estimated rated entered in the Schedule "B" Memorandum showing items of work to be carried out and in all respect with the specification designed and instructions writing referred to in Rule thereof.

- A) General Description:- **REPAIR OF FILTER PLANT 3.00 MGD @ EAST JAMRAO WATER WORKS FOR WATER SUPPLY SCHEME MIRPURKHAS.**
- b) Estimated Cost: **Rs: 4.000(Million)**
- c) Earnest Money 5% Call Deposit **Rs 0.200(Million)**
- d) Time of Completion **06 Months**

Should be this tender be accepted I / We hereby agree to abide be the fulfill all the terms and provisions of the conditions of contract annexed hereto so as applicable and in default hereof to forfeit any pay the \_\_\_\_\_ the sum of money mentioned in the said conditions.

Receipt No. \_\_\_\_\_ Dated: \_\_\_\_\_ from the Government Treasury / Sub-Treasury / \_\_\_\_\_ in respect of the sum of the Rs: \_\_\_\_\_ is herewith forwarded representing the earnest money.

a) The full value of which is to be absolutely forfeited to PHE Division Mirpurkhas deposited the full amount of Security Deposit specified in the above memorandum in accordance with Clause of the said conditions otherwise the sum of Rs: \_\_\_\_\_ shall be remained by the PHE Division Mirpurkhas on account of such Security Deposit specified in relevant Clause of the conditions / agreement.

N.B The Tenderer or is required to undertake that all terms and conditions of the printed B-I Forms inclusive of the additional conditions etc approved by the Executive Engineer PHE Division Mirpurkhas will be binding on him and these will be includes and signed by him in the even acceptance of his tender.

**EXECUTIVE ENGINEER  
PUBLIC HEALTH ENGG: DIVISION  
MIRPURKHAS**

**PUBLIC HEALTH ENGINEERING DEPARTMENT**  
**GOVERNMENT OF SINDH**

**PUBLIC HEALTH ENGINEERING DIVISION MIRPURKHAS**



**BIDDING DOCUMENTS WITH FINANCIAL PROPOSAL**

**FOR**

**Name of Work:-** **REPAIR OF FILTER PLANT 3.00 MGD @ EAST JAMRAO**  
**WATER WORKS FOR WATER SUPPLY SCHEME**  
**MIRPURKHAS**

**Estimated Cost:-** **Rs: 4.000 (Million)**

**Name of Department:-** **Public Health Engineering Department.**

**Name of Procuring Agency:-** **Executive Engineer, Public Health**  
**Engineering Division MIRPURKHAS**

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

## 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 Practicel** 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 Practicel** 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).

## BIDDING DATA

(This section should be filled in by the Engineer/Procuring Agency before issuance of the Bidding Documents. The following specific data for the works to be tendered shall complement, amend, or supplement the provisions in the Instructions to Bidders. Wherever there is a conflict, the provisions herein shall prevail over those in the Instructions to Bidders.)

### **Instructions to Bidders**

#### **Clause Reference**

1.1 Name of Procuring Agency :-

*Executive Engineer, Public Health Engg: Division Mirpurkhas*

**Brief Description of Works :-**

5.1 *REPAIR OF FILTER PLANT 3.00 MGD @ EAST JAMRAO WATER WORKS FOR WATER SUPPLY SCHEME MIRPURKHAS*

5.2 (a) Procuring Agency's address:

*EXECUTIVE ENGINEER PUBLIC HEALTH ENGG: DIVISION  
MIRPURKHA NEAR TALUKA PLOICE STATION  
MIRPURKHAS.*

(b) Engineer's address:

*Same as above*

10.3 Bid shall be quoted entirely in Pak. Rupees. The payment shall be made in Pak. Rupees.

11.2 The bidder has the financial, technical and constructional capability necessary to perform the Contract as follows:

i. Financial capacity:

*(See N.I.T Eligibility Criteria at Para-5)*

ii. Technical capacity:;

*(See N.I.T Eligibility Criteria at Para-5)*

iii. Construction Capacity:

*(See N.I.T Eligibility Criteria at Para-5)*

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

*(As Per Technically Sanctioned Estimate)*

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

*(As Per Technically Sanctioned Estimate)*

13.1 **Amount of Bid Security**

5% of Rs: 0.200 Million i.e Rs: 4.000 Million

14.1 **Period of Bid Validity**

90 Days

14.4 **Number of Copies of the Bid to be submitted:**

One original plus (02) copies.

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

Executive Engineer Public Health Engg: Division Mirpurkha Near Taluka Ploice Station Mirpurkhas

15.1 **Deadline for Submission of Bids**

Time: 2:00 PM on 28.03.2018

16.1 **Venue, Time, and Date of Bid Opening**

Venue: Executive Engineer, Public Health Engineering Division Mirpurkhas.  
Time: 2:30 P.M Date: 28.03.2018

16.4 **Responsiveness of Bids**

- (i) Bid is valid till required period,
- (ii) Bid prices are firm during currency of contract.

- (iii) Completion period offered is within specified limits,  
~~06~~Months)
- (iv) Bidder is eligible to Bid and possesses the requisite experience, capability and qualification.
- (v) Bid does not deviate from basic technical requirements and
- (vi) Bids are generally in order, etc.

**Fixed Price contract:-** In this contract no escalation will be provided during currency of the contract and normally period of completion of this work is upto (12) months.

**FORM OF BID**  
(LETTER OF OFFER)

Bid Reference No.

**REPAIR OF FILTER PLANT 3.00 MGD @ EAST JAMRAO WATER**  
**WORKS FOR WATER SUPPLY SCHEME MIRPURKHAS**

To:

**Executive Engineer,**  
**Public Health Engg: Division,**  
**Mirpurkhas**

Gentlemen,

1. Having examined the Bidding Documents including Instructions to Bidders, Bidding Data, Conditions of Contract, Contract Data, Specifications, Drawings, if any, Schedule of Prices and Addenda Nos.

\_\_\_\_\_ for the execution of the above-named works, we, the undersigned, being a company doing business under the name of and address

\_\_\_\_\_

\_\_\_\_\_ and being duly incorporated under the laws of Pakistan hereby offer to execute and complete such works and remedy any defects therein in conformity with the said Documents including Addenda thereto for the Total Bid Price of Rs \_\_\_\_\_ (Rupees \_\_\_\_\_) or such other sum as may be ascertained in accordance with the said Documents.

2. We understand that all the Schedules attached hereto form part of this Bid.
3. As security for due performance of the undertakings and obligations of this Bid, we submit herewith a Bid Security in the amount of \_\_\_\_\_ drawn in your favour or made payable to you and valid for a period of twenty eight (28) days beyond the period of validity of Bid.
4. We undertake, if our Bid is accepted, to commence the Works and to deliver and complete the Works comprised in the Contract within the time(s) stated in Contract Data.
5. We agree to abide by this Bid for the period of \_\_\_\_\_ days from the date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

6. Unless and until a formal Agreement is prepared and executed, this Bid, together with your written acceptance thereof, shall constitute a binding contract between us.
7. We undertake, if our Bid is accepted, to execute the Performance Security referred to in Conditions of Contract for the due performance of the Contract.
8. We understand that you are not bound to accept the lowest or any bid you may receive.
9. We do hereby declare that the Bid is made without any collusion, comparison of figures or arrangement with any other person or persons making a bid for the Works.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20

Signature \_\_\_\_\_

in the capacity of \_\_\_\_\_ duly authorized to sign bid for and on behalf of

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

*(Seal)*

Address

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

Witness:

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

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

Address: • \_\_\_\_\_

\_\_\_\_\_



SCHEDULE - A TO BID

SCHEDULE OF PRICES – SUMMARY OF BID PRICES

Bill No.	Description	Total Amount (Rs)
1.	<u>Public Health Engineering Works.</u> <u>REPAIR OF FILTER PLANT 3.00 MGD @ EAST</u> <u>JAMRAO WATER WORKS FOR WATER SUPPLY</u> <u>SCHEME MIRPURKHAS</u>	Rs 4.000(Million)
Total Bid Price (The amount to be entered in Paragraph 1 of the Form of Bid) (In words). Rupees:- Four <u>POINT TRIPLE ZERO MILLION</u>		

**SCHEDULE-B TO BID****REPAIR OF FILTER PLANT 3.0 MGD AT EAST JAMRAO WATER WORKS FOR WATER SUPPLY SYSTEM MIRPURKHAS.**

S#	DESCRIPTION	QTY	RATE	UNIT	AMOUNT
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**Part "A" Desilting of Clear Water Tank.**

- 1 Earth work excavation in ashes, sand soft soil or silt clearance undressed lead upto 50 ft:(S.I.No.02, P-01)

32000.00 -Cft: @ Rs: 1663.75 /- %0-Cft: Rs: 53,240 /-

- 2 Earth for Slush or Daldal including dewatering. (S.I.No:16, P-4)

32000.00 -Cft: @ Rs: 2420 /- %0-Cft: Rs: 77,440 /-

- 4 Extra lead for 02-miles. (S.I.No: , P- ) (Schedule Carriage)

32000.00 -Cft: @ Rs: 502.52 %-Cft: Rs: 160,806 /-

TOTAL Rs. :- 291,486 /-

**Part "B" Clarifier.**

- 1 Cement plaster 1:3 upto 20" height (b) 1/2" thick. (S.I.No:13(b) P-52)

6660.00 -Sft: @ Rs: 2344.59 %-Sft: Rs: 156,150 /-

- 2 Applying floating coat cement thick 1-1/32". (S.I.No:14(i) P-53)

2460.00 -Sft: @ Rs: 660 %-Sft: Rs: 16,236 /-

- 3 Supplying of Mixing dampo / padlo. (S.I.No:14(i) P-53)

77.00 -Kg: @ Rs: 125.00 P-Kg: Rs: 9,625 /-

- 4 Mosaic checker tiles of 11" x 8" x 1-1/4" of approved shade laid flat in 1:2 grey cement mortar over a bed of 3/4" thick grey cement mortar 1:2. (S.I.No:57, P-47)

924.00 -Sft: @ Rs: 5361.14 %-Sft: Rs: 49,537 /-

TOTAL Rs. :- 231,548 /-

**Part "C" Piping Work.**

- 1 Excavation for pipe line in trench and pits in soft soil i/c trimming and dressing sides to true alignment and shape leveling of beds of trenches to correct level and grade cutting joint holes and disposal of surplus earth within one chain or as directed by Engineer Incharge providing fence guards lights flags and temporary crossing fro non vehicular traffic wherever requirement lift upto 5' ft (1.542 m).(P.H.S.I.No:01, P-96)

2250.00 -Cft: @ Rs: 3600 /- %0-Cft: Rs: 8,100 /-

- 2 Excavation for pipe line in trench and pits in Wet soil i/c trimming and dressing sides to true alignment and shape leveling of beds of trenches to correct level and grade cutting joint holes and disposal of surplus earth within one chain or as directed by Engineer Incharge providing fence guards lights flags and temporary crossing fro non vehicular traffic wherever requirement lift upto 5' ft (1.542 m).(P.H.S.I.No:01, P-96)

1800.00 -Cft: @ Rs: 5400 /- %0-Cft: Rs: 9,720 /-

- 3 Refilling the excavation stuff in trenches 6" thick layer i/c watering ramming to full compaction etc complete. (P.H.E.S.I.No:24, P-77)

3645 -Cft: @ Rs: 2760 /- %0-Cft: Rs: 10,060 /-

- 4 Providing RCC Pipe of ASTM C-76-62 T/C-76-70 Class II Wall B and fixing in trench i/c cutting fitting and jointing with rubber ring i/c testing with water to specified pressured (PHSI No.B/1 P-18).

300.00 -Rft: @ Rs: 618 /- P-Rft: Rs: 185,400 /-

- 5 Manufacturing and installing 8" dia M.S pipe made out of M/S sheet (3/16") thick M.S sheet i/c cutting bending folding to correct curvature as shape (R.A attached).

67.00 -Rft: @ Rs: 980.20 P-Rft: Rs: 65,673 /-

138.00 -Rft: @ Rs: 749.34 P-Rft: Rs: 103,409 /-

- 6 Providing laying & jointing Black Steel M.S pipe with welding (Straight welded) Manufacturing, suplying & fixing black steel M.S pipe made out of M.S sheet conforming to API 5L grade X-42 Sprially Welded & Externally asphalt coated with fiber glass 5mm thick (3 layer) & internaly C.C lining 8mm thick (AWWA specification) i/c laying jointing with Hilical welding in trenches i/c cost of bends of any degree & testing with water specified dia of pipes as below (sprially welded) (P.H.S.I No. H-1, P-32) (6.4mm thick)

80.00 -Rft: @ Rs: 4489.16 /- P-Rft: Rs: 359,133 /-

- 7 Manufacturing and installing M.S flanges 8" & 6" made out M.S sheet 3/8" thick etc complete.

8.00 -No: @ Rs: 1002.44 /- Each: Rs: 8,020 /-

24.00 -No: @ Rs: 804.77 /- Each: Rs: 19,314 /-

- 8 C. I sulice valve heavy pattern (test pressure 300 lbs/sq: inch) SOMI No. 2 P-11).

4 -Nos: @ Rs: 17940 /- Each: Rs: 71,760 /-

4 -Nos: @ Rs: 78000 /- Each: Rs: 312,000 /-

- 9 Carriage of RCC pipe any class / ASTM / prestressed with collars by mechanical tranport from hyderabad lead of 42-Miles

300.00 -Rft: @ Rs: 2024.86 /- P-%Rft: Rs: 6,075 /-

- 10 Carriage of 100 Cft / 5 Tons of all materials like stone aggregate, spawl, coal, lime, surkhi etc. B.G Rial fasting points and crossing bridge, girders, pipes, sheets rail M.S Bars etc or 1000 Nos: Bricks , 10"x5"x3" or 1000 Nos tiles 12"x6"x2" or 150 Cft of timber or 100 maunds of fuel wood by trucks or any other means owned by the contractor.(Sch. Of Material Item No.1, P-01) (lead 152 miles)

1.72 Ton @ Rs: 1105.14 /- P-Ton: Rs: 1,896 /-

TOTAL Rs. :- 1,160,560 /-

Part "D" Electrification.

## 1 Repair of Mixer Mortor.

2.00	-No:	@ Rs:	100000 /-	Each:	Rs: 200,000 /-
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## 2 Repair of Starter 120-BHP Turbine.

3.00	-No:	@ Rs:	200000 /-	Each:	Rs: 600,000 /-
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## 3 Providing &amp; laying (main or sub-main) PVC insulated with 3-7-044 copper (E.S.I No:74,P-9)

400.00	-Rft:	@ Rs:	1504.11	P-Rft:	Rs: 601,644 /-
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TOTAL Rs. :-	1,401,644 /-
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Part "E" Change of Media.

## 1 Supplying and stacking at site stone metal of size 3/4" - 1-1/2" ring i/c screening washing and spreading the same in filter beds to correct level etc complete (PHSI No.1, P-56)

640.00	-Cft:	@ Rs:	3410 /-	%-Cft:	Rs: 21,824 /-
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## 2 Supplying and stacking at site stone metal of size 1/8" - 1/4" ring i/c screening washing and spreading the same in filter beds to correct level etc complete (PHSI No. P-)

640.00	-Cft:	@ Rs:	2960 /-	%-Cft:	Rs: 18,944 /-
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## 3 Supplying and stacking at site filter stone for slow sand filter effective size .25 to 4mm i/c double i/c screening washing and spreading the same in filter beds to correct level etc complete (PHSI No. P-)

1280.00	-Cft:	@ Rs:	5367 /-	%-Cft:	Rs: 68,698 /-
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## 4 Supplying and stacking at site filter media for rapid gravity filter of predominantly coarse quartz sand (or of other approved quality) of specified effective size uniformity co-efficient screening washing and spreading the same in filter beds to correct level etc complete (PHSI No. P-)

3200.00	-Cft:	@ Rs:	7050 /-	%-Cft:	Rs: 225,600 /-
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## 5 Fabrication of heavy steel reinforcement for work with angle, flat iron, round iron and sheet iron for making trusses girder tank etc i/c cutting drilling releveling handling and finishing.(G.S.I.No:16 P-97)

16.63	-Cwt	@ Rs:	4928.49	P-Cwt:	Rs: 81,936 /-
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TOTAL Rs. :-	417,002 /-
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**SCHEDULE-B TO BID****REPAIR OF FILTER PLANT 3.0 MGD AT EAST JAMRAO WATER WORKS FOR WATER SUPPLY SYSTEM MIRPURKHAS.****ABSTRACT OF COST**

PART "A"	DESILTING OF CLEAR WATER TANK	RS:	291,486 /-
PART "B"	CLARIFIER	RS:	231,548 /-
PART "C"	PIPING WORK	RS:	1,160,560 /-
PART "D"	ELECTRIFICATION	RS:	1,401,644 /-
PART "E"	CHANGE OF MEDIA	RS:	417,002 /-
<b>TOTAL :-</b>			<b>3,502,240 /-</b>

\_\_\_\_\_ Contractor

**EXECUTIVE ENGINEER**  
PUBLIC HEALTH ENGG: DIVISION  
MIRPURKHAS

**CONDITIONS :-**

- 1) The work will be carried out as per PWD/PHE specification.
- 2) No premium will be allowed on Non-Schedule Items.
- 3) The contractor shall have to bring the material to be used in the work from quarries mentioned in the Technically Sanctioned Estimate
- 4) The rate should inclusive of all the taxes i.e. Sales Tax, Octroi, and Royalties etc, complete if applicable.
- 5) Any error and omission in the description of item of work then rate shall be governed with the relevant schedule of rates and Technically Sanctioned Estimate.
- 6) The under sign has right to reject all work or part of it if it is found below PWD / PHE Specification..

\_\_\_\_\_ Contractor

**EXECUTIVE ENGINEER**  
PUBLIC HEALTH ENGG: DIVISION  
MIRPURKHAS

WORKS TO BE PERFORMED BY SUBCONTRACTORS\*

Name of Work:-

REPAIR OF FILTER PLANT 3.00 MGD @ EAST JAMRAO  
WATER WORKS FOR WATER SUPPLY SCHEME  
MIRPURKHAS

The bidder will do the work with his own forces except the work listed below which he intends to sub-contract.

Items of Works  
to be Sub-Contracted

Name and address of  
Sub-Contractors

Statement of similar  
works previously  
executed. (*attach  
Evidence*)

Note:

- \* *The Procuring Agency should decide whether to allow subcontracting or not.  
In case Procuring Agency decides to allow subcontracting then following conditions shall be complied with:*
  1. No change of Sub-Contractors shall be made by the bidder without prior approval of the Procuring Agency.
  2. The truthfulness and accuracy of the statement as to the experience of Sub-Contractors is guaranteed by the bidder. The Procuring Agency's judgment shall be final as to the evaluation of the experience of Sub-Contractors submitted by the bidder.
  3. Statement of similar works shall include description, location & value of works, year completed and name & address of the clients.

**PROPOSED PROGRAMME OF WORKS**

**Name of Work:-**

**REPAIR OF FILTER PLANT 3.00 MGD @ EAST JAMRAO  
WATER WORKS FOR WATER SUPPLY SCHEME  
MIRPURKHAS**

Bidder shall provide a programme in a bar-chart or Program Evaluation and Review Technique (PERT) or Critical Path Method (CPM) showing the sequence of work items by which he proposes to complete the works of the entire Contract. The programme should indicate the sequence of work items and the period of time during which he proposes to complete the works including the activities like designing, schedule of submittal of drawings, ordering and procurement of materials, manufacturing, delivering, construction of civil works, erection, testing and commissioning of works to be supplied under the Contract.

**METHOD OF PERFORMING WORKS**

**Name of Work:-**

**REPAIR OF FILTER PLANT 3.00 MGD @ EAST JAMRAO  
WATER WORKS FOR WATER SUPPLY SCHEME  
MIRPURKHAS**

The bidder is required to submit a narrative outlining the method of performing the Works.

The narrative should indicate in detail and include but not be limited to:

- The sequence and methods in which he proposes to carry out the Works, including the number of shifts per day and hours per shift, he expects to work.
- A list of all major items of construction and plant erection, tools and vehicles proposed to be used in delivering/carrying out the works at site.
- The procedure for installation of equipment and transportation of equipment and materials to the site.
- Organization chart indicating head office & field office personnel involved in management, supervision and engineering of the Works to be done under the Contract.



**SCHEDULE – F TO BID**

**(INTEGRITY PACT)**

**DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC  
PAYABLE BY CONTRACTORS  
(FOR CONTRACTS WORTH RS. 10.00 MILLION OR MORE)**

Contract No. \_\_\_\_\_ Dated \_\_\_\_\_  
Contract Value: \_\_\_\_\_  
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 Supplier/Contractor/Consultant] agrees to indemnify PA for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to PA in an amount equivalent to ten 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]

**FORM OF BID SECURITY**  
(Bank Guarantee)

Guarantee No. \_\_\_\_\_  
Executed on \_\_\_\_\_

(Letter by the Guarantor to the Procuring Agency)

Name of Guarantor (Scheduled Bank in Pakistan) with  
address: \_\_\_\_\_

Name of Principal (Bidder) with  
address: \_\_\_\_\_

Sum of Security (express in words and  
figures): \_\_\_\_\_

Bid Reference No. \_\_\_\_\_ Date of Bid \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Bid and at the request of the said Principal, we the Guarantor above-named are held and firmly bound unto the \_\_\_\_\_, (hereinafter called The —Procuring Agency) in the sum stated above, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the accompanying Bid numbered and dated as above for \_\_\_\_\_ (Particulars of Bid) to the said Procuring Agency; and

WHEREAS, the Procuring Agency has required as a condition for considering the said Bid that the Principal furnishes a Bid Security in the above said sum to the Procuring Agency, conditioned as under:

- (1) that the Bid Security shall remain valid for a period of twenty eight (28) days beyond the period of validity of the bid;
- (2) that in the event of;
  - (a) the Principal withdraws his Bid during the period of validity of Bid, or
  - (b) the Principal does not accept the correction of his Bid Price, pursuant to Sub-Clause 16.4 (b) of Instructions to Bidders, or
  - (c) failure of the successful bidder to
    - (i) furnish the required Performance Security, in accordance with Sub-Clause IB-21.1 of Instructions to Bidders, or
    - (ii) sign the proposed Contract Agreement, in accordance with Sub-Clauses IB-20.2 & 20.3 of Instructions to Bidders,

the entire sum be paid immediately to the said Procuring Agency for delayed completion and not as penalty for the successful bidder's failure to perform.

NOW THEREFORE, if the successful bidder shall, within the period specified therefore, on the prescribed form presented to him for signature enter into a formal Contract Agreement with the said Procuring Agency in accordance with his Bid as accepted and furnish within fourteen (14) days of receipt of Letter of Acceptance, a Performance Security with good and sufficient surety, as may be required, upon the form prescribed by the said Procuring Agency for the faithful performance and proper fulfilment of the said Contract or in the event of non-withdrawal of the said Bid within the time specified then this obligation shall be void and of no effect, but otherwise to remain in full force and effect.

PROVIDED THAT the Guarantor shall forthwith pay to the Procuring Agency the said sum stated above upon first written demand of the Procuring Agency without cavil or argument and without requiring the Procuring Agency to prove or to show grounds or reasons for such demand, notice of which shall be sent by the Procuring Agency by registered post duly addressed to the Guarantor at its address given above.

PROVIDED ALSO THAT the Procuring Agency shall be the sole and final judge for deciding whether the Principal has duly performed his obligations to sign the Contract Agreement and to furnish the requisite Performance Security within the time stated above, or has defaulted in fulfilling said requirements and the Guarantor shall pay without objection the sum stated above upon first written demand from the Procuring Agency forthwith and without any reference to the Principal or any other person.

IN WITNESS WHEREOF, the above bounded Guarantor has executed the instrument under its seal on the date indicated above, the name and seal of the Guarantor being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

\_\_\_\_\_  
Guarantor (Bank)

Witness:

1. Signature \_\_\_\_\_

1. \_\_\_\_\_

2. Name \_\_\_\_\_

\_\_\_\_\_  
Corporate Secretary (Seal)

3. Title \_\_\_\_\_

2. \_\_\_\_\_

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

Corporate Guarantor (Seal)

**FORM OF PERFORMANCE SECURITY  
(Bank Guarantee)**

Guarantee No. \_\_\_\_\_

Executed on \_\_\_\_\_

Expiry Date \_\_\_\_\_

(Letter by the Guarantor to the Procuring Agency)

Name of Guarantor (Scheduled Bank in Pakistan) with

address: \_\_\_\_\_

Name of Principal (Contractor) with

address: \_\_\_\_\_

Penal Sum of Security (express in words and figures) \_\_\_\_\_

Letter of Acceptance No. \_\_\_\_\_ Dated \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Bidding Documents and above said Letter of Acceptance (hereinafter called the Documents) and at the request of the said Principal we, the Guarantor above named, are held and firmly bound unto the \_\_\_\_\_ (hereinafter called the Procuring Agency) in the penal sum of the amount stated above, for the payment of which sum well and truly to be made to the said Procuring Agency, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has accepted the Procuring Agency's above said Letter of Acceptance for \_\_\_\_\_ (Name of Contract) for the \_\_\_\_\_

\_\_\_\_\_ (Name of Project).

NOW THEREFORE, if the Principal (Contractor) shall well and truly perform and fulfill all the undertakings, covenants, terms and conditions of the said Documents during the original terms of the said Documents and any extensions thereof that may be granted by the Procuring Agency, with or without notice to the Guarantor, which notice is, hereby, waived and shall also well and truly perform and fulfill all the undertakings, covenants terms and conditions of the Contract and of any and all modifications of the said Documents that may hereafter be made, notice of which modifications to the Guarantor being hereby waived, then, this obligation to be void; otherwise to remain in full force and virtue till all requirements of Clause 9, Remedying Defects, of Conditions of Contract are fulfilled.

Our total liability under this Guarantee is limited to the sum stated above and it is a condition of any liability attaching to us under this Guarantee that the claim for payment in writing shall be received by us within the validity period of this Guarantee, failing which we shall be discharged of our liability, if any, under this Guarantee.

We, \_\_\_\_\_ (the Guarantor), waiving all objections and defenses under the Contract, do hereby irrevocably and independently guarantee to pay to the Procuring Agency without delay upon the Procuring Agency's first written demand without cavil or arguments and without requiring the Procuring Agency to prove or to show grounds or reasons for such demand any sum or sums up to the amount stated above, against the Procuring Agency's written declaration that the Principal has refused or failed to perform the obligations under the Contract, for which payment will be effected by the Guarantor to Procuring Agency's designated Bank & Account Number.

PROVIDED ALSO THAT the Procuring Agency shall be the sole and final judge for deciding whether the Principal (Contractor) has duly performed his obligations under the Contract or has defaulted in fulfilling said obligations and the Guarantor shall pay without objection any sum or sums up to the amount stated above upon first written demand from the Procuring Agency forthwith and without any reference to the Principal or any other person.

IN WITNESS WHEREOF, the above bounded Guarantor has executed this Instrument under its seal on the date indicated above, the name and corporate seal of the Guarantor being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Witness:

1. \_\_\_\_\_

\_\_\_\_\_  
Corporate Secretary (Seal)

2. \_\_\_\_\_

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

\_\_\_\_\_  
Guarantor (Bank)

1. Signature \_\_\_\_\_

2. Name \_\_\_\_\_

3. Title \_\_\_\_\_

\_\_\_\_\_  
Corporate Guarantor (Seal)

**FORM OF CONTRACT AGREEMENT**

THIS CONTRACT AGREEMENT (hereinafter called the —Agreement) made on the \_\_\_\_\_ day of \_\_\_\_\_ 200\_\_\_\_\_ between \_\_\_\_\_ (hereinafter called the —Procuring Agency) of the one part and \_\_\_\_\_ (hereinafter called the —Contractor) of the other part.

WHEREAS the Procuring Agency is desirous that certain Works, viz \_\_\_\_\_ should be executed by the Contractor and has accepted a Bid by the Contractor for the execution and completion of such Works and the remedying of any defects therein.

NOW this Agreement witnesseth as follows:

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

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

Signature of the Contactor

Signature of the Procuring Agency

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

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

Signed, Sealed and Delivered in the presence of:

Witness:

Witness:

\_\_\_\_\_

\_\_\_\_\_

(Name, Title and Address)

(Name, Title and Address)

**MOBILIZATION ADVANCE GUARANTEE**

Guarantee No. \_\_\_\_\_

Executed on \_\_\_\_\_

(Letter by the Guarantor to the Procuring Agency)

WHEREAS the \_\_\_\_\_ (hereinafter called the Procuring Agency) has entered into a Contract for

\_\_\_\_\_

\_\_\_\_\_ (Particulars of Contract), with

\_\_\_\_\_

\_\_\_\_\_ (hereinafter called the Contractor).

AND WHEREAS the Procuring Agency has agreed to advance to the Contractor, at the Contractor's request, an amount of Rs. \_\_\_\_\_ Rupees \_\_\_\_\_) which amount shall be advanced to the Contractor as per provisions of the Contract.

AND WHEREAS the Procuring Agency has asked the Contractor to furnish Guarantee to secure the advance payment for the performance of his obligations under the said Contract.

AND WHEREAS \_\_\_\_\_ (Scheduled Bank) (hereinafter called the Guarantor) at the request of the Contractor and in consideration of the Procuring Agency agreeing to make the above advance to the Contractor, has agreed to furnish the said Guarantee.

NOW THEREFORE the Guarantor hereby guarantees that the Contractor shall use the advance for the purpose of above mentioned Contract and if he fails, and commits default in fulfillment of any of his obligations for which the advance payment is made, the Guarantor shall be liable to the Procuring Agency for payment not exceeding the aforementioned amount.

Notice in writing of any default, of which the Procuring Agency shall be the sole and final judge, as aforesaid, on the part of the Contractor, shall be given by the Procuring Agency to the Guarantor, and on such first written demand payment shall be made by the Guarantor of all sums then due under this Guarantee without any reference to the Contractor and without any objection.

This Guarantee shall come into force as soon as the advance payment has been credited to the account of the Contractor.

This Guarantee shall expire not later than \_\_\_\_\_

by which date we must have received any claims by registered letter, telegram, telex or telefax.

It is understood that you will return this Guarantee to us on expiry or after settlement of the total amount to be claimed hereunder.

\_\_\_\_\_  
Guarantor (Scheduled Bank)

Witness:

1. \_\_\_\_\_

\_\_\_\_\_  
Corporate Secretary (Seal)

2. \_\_\_\_\_

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

1. Signature \_\_\_\_\_

2. Name \_\_\_\_\_

3. Title \_\_\_\_\_

\_\_\_\_\_  
Corporate Guarantor (Seal)



**INDENTURE FOR SECURED ADVANCES.**

(For use in cases in which is contract is for finished work and the contractor has entered into an agreement for the execution of a certain specified quantity of work in a given time ).

This INDENTURE made the ..... day of .....  
----- -197--"-BETWEEN (hereinafter called "the Contractor" which expression shall where the context so admits or implied be deemed to include his heirs, executors, administrators and assigns) of the one part and THE GOVERNOR OF SINDH (hereinafter called "the Government" of the other part).

WHEREAS by an agreement, dated (hereinafter called the said agreement, the contractor has agreed to perform the under-mentioned works (hereinafter referred to as the said work):-

(Here enter (the description of the works).<sup>1</sup>

AND WHEREAS the contractor has applied to the .....  
— ..... ----- for an advance to him of Rupees -----  
(Rs. .... ) on the security of materials absolutely belonging to him and brought by him to the site of the said works the subject of the said agreement for use in the construction of such of the said works as he has undertaken to execute at rates fixed for the finished work (inclusive of the cost of materials and labour and other charge) AND WHEREAS the Government has agreed to advance to the Contractor the sum of Rupees,  
(Rs. .... ) on the security of materials the quantities and other particulars of which are detailed in Part II of Running Account Bill (E). the said works signed by the contractor

Fin R. Form.17.A

on ----- ..... — and on such covenants and conditions as are hereinafter contained and the Government has reserved to itself the option of marking any further advance or advances on the security of other materials brought by the Contractor to the site of the said works.

NOW THIS INDENTURE WTTNESSETH that in pursuance of the said agreement and in consideration of the sum of Rupees .....  
(Rs. ----- ) on or before the execution of these presents paid to the Contractor by the Government (the receipt whereof the Contractor doth hereby acknowledge) and of such further advances (if any) as may be made to him as aforesaid (all of which advances are hereinafter collectively referred to as the said amount) the Contractor doth hereby assign unto the Government the said materials by way of security for the said amount

And doth hereby covenant and agree with the Government and declare ay follow :-

(1) That the said sum of Rupees .....  
(Rs. ----- ) so advanced by the Government to the Contractor as aforesaid and all or any further sum or sums which may be advanced aforesaid shall be employed by the contractor in or towards expending the execution of the said works and for no other purpose whatsoever.

(2) That the materials detailed in the said Running Account Bill (B) which have been

Fin R Form No. 17-A

Offered to and accepted by (he Government as security for the said amount are absolutely by the Contractors own property free from encumbrances of any kind and the Contractor will not make any application for or receive a further advance on the security of materials which are not absolutely his own property and free from encumbrances of any kind and the contractor hereby agrees, at all times, to indemnify and save harmless the Government against all claims whatsoever to any materials in respect of which an advance has been made to him as aforesaid.

(3) That the said materials detailed in the said Running Account Bill (B) and all other

Fin. R. Form No. 17-A

Materials on the security of which any further advance or advances may hereafter be made as aforesaid (hereinafter called the said materials) shall be used by the Contractor solely in the execution of the said works in accordance with the directions of the Divisional Officer -----(hereinafter called the Divisional Officer) and in the terms of the said agreement.

(4) That the Contractor shall make at his own cost all necessary and adequate arrangement for the proper watch, safe custody and protection against all risks of the said material and that until used in construction as aforesaid the said materials shall remain at the site of the said works in the Contractor's custody and at his own risk and on his own responsibility and shall at all times be open to inspection by (he Divisional Officer or any officer authorized by him. In the event of the said materials of any part (hereof being stolen, destroyed or damaged or becoming deteriorated in a grater degree than is due to reasonable use and wear thereof Contractor will forthwith replace the same with other materials of like qualify or repair and make good the same as required by the Divisional Officer and the materials so brought to replace the said materials so repaired and made good shall also be considered as security for the said amount.

(5) 'Hurt the said materials shall not on any account be removed from the site of the said works except with the written permission of the Divisional Officer or an officer authorized by him in that behalf

(6) That the said amount shall be payable in full when or before the Contractor receives payment, from the Government of the price payable to him for the said works under the terms and provisions of the said agreement PROVIDED THAT if any intermediate payments are made to the contractor on account of work done then on the occasion of each such payment the Government will be at liberty to make a recovery from the Contractors Bill for such payment by deducting there from in the value of the said materials (hen actually used in the construction and in respect of which recovery has not been made previously the value for this purpose being determined in respect of each description of material at (he rates at which the amount of the advances made under these presents were calculated.

(7) That if the Contractor shall at any time make any default in the performance or observation in any respect of any of the terms and provisions of the said agreement or of these presents the total amount of the advance or advances that may still be owing to the Government shall immediately on the happening of such default be repayable by the Contractor to the Government together with interest thereon at twelve percent per annum from the date or respective dates of such advance or advances to the date or repayment and with all costs, charges, damages and expenses incurred by the Government in or for the recovery thereof or the enforcement of this security or otherwise by reason of (he default of the Contractor and any moneys so becoming due and payable shall constitute a debt due from the Contractor to the Government and the Contractor hereby covenants and agrees with the Government to repay and the same respectively to it accordingly.

(8) That the Contractor hereby charges all the said materials with the repayment to the Government of the said sum of Rupees ..... (Rs. .... ) and any further sum or sums which may be advanced as aforesaid and all costs charges damages and expenses payable under these presents PROVIDED ALWAYS and it is hereby agreed and declared that notwithstanding anything in the said agreement and without prejudice to the powers contained therein if and whether the covenant for payment and repayment hereinbefore contained shall become enforceable and the money owing shall not be paid to accordingly.

Once therewith the Government may at any time thereafter adopt all or any of following courses as it may deem best :-

- (a) Seize and utilize the said materials or any part thereof in the completion of the said works on behalf of the Contractor in accordance with the provisions in that behalf contained in the said agreement debiting the Contractor with the actual cost of effecting such completion the amount due in respect of advances under these presents and crediting the Contractor with the value of work done as he had carried it out in accordance with the said agreement and at the rates thereby provided. If the balance is against the Contractor he is to pay the same to the Government on demand.
- (b) Remove and sell by public auction the seized materials or any part thereof and out of the moneys arising from the sale retain all the sums aforesaid repayable to the Government under these presents and pay over the surplus (if any) to the Contractor.
- (c) Deduct all or any part of the moneys owing out of the security deposit or any sum due to the Contractor under the said agreement.

(9) That except as is expressly provided by the presents interest on the aid advance shall not be payable.

(10) That in the event of any conflict between the provisions of these presents and the said agreement the provisions of these presents shall prevail and in the event of any dispute or difference arising over the construction or effect of these presents the settlement of which has not been hereinbefore expressly provided for the same shall be referred to the Superintending Engineer ..... Circle whose..... decision shall be final and the provisions of the Indian Arbitration Act for the time being in force so far as they are applicable shall apply to any such reference.

In witnesses whereof the\* ---- - — \_\_\_\_\_ on behalf of the Governor of Sindh and the said ..... - ..... --have hereunto set their respective hands and seals the day and first above written.

Signed, sealed and delivered by\* In the presence of

Seal  
1st witness 2<sup>nd</sup> witness

Signed, sealed and delivered by\* In the presence of

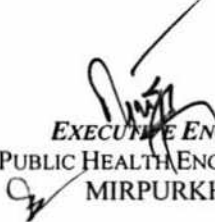
Seal  
1st Witness 2<sup>nd</sup> witness

## SCHEDULE (A)

### TERMS & CONDITIONS OF CONTRACT

1. The Sindh sales tax special procedure (with holding) rules, 2011 shall apply to taxable services as are supplied, provided or rendered to persons, specified as with holding agents, in the with holding procedure, for the purpose of deduction and deposit of sales tax.
2. The Contract / Firm has to arrange potable water to use in construction on his cost.
3. The contractor shall have to pay 0.30% of contract cost in shape of revenue stamp duty at the time of agreement.
4. 13% deposit will be received from contractor in shape of 5% call deposit alongwith bid and 8% shall be with held on all running bills.
5. All the material of approved quality will be used, sample of the material, fixture, cement hill sand, crush, bricks pipes, fitting, UPVC, Electrical will be got approved in advance / before execution. For Pumping Machinery, Diesel Engine & Generator, Contractor will provide Manufacturers certificate which will be verified by Incharge Engineer before making payment samples shall be collected from each new lot stacked at site in the presence of Executive Engineer or representatives and jointly sealed and got tested from approved laboratory at contractor's own cost in case the contractor fails to comply with this condition.
6. The Contractor shall maintain at the site of work "Site Order Book" (of triplicate leaves) at his own cost for taking instructions and directions from the supervising monitoring officers / officials.
7. The contractor shall at his own cost provide a suitable size high visibility signboard at each location indicating the details of project as approved by the Engineer Incharge.
8. No Premium shall be allowed on non-schedule item and 1 year operation & maintenance component.
9. On successful completion of 1 year operation & maintenance, the contractor shall hand over the scheme to concerned Executive Engineer in sound and satisfactory running condition.
10. **PAYMENT MECHANISM.**
  - A) The contractor shall submit running bills against the work done at site to Executive Engineer for verification and payment.
  - B) The amount of mobilization advance shall be proportionally deducted from each bill.
  - C) Payment against 1 year operation & maintenance shall be made on monthly basis, evenly divided in 12 months for each completed scheme.

- D) No cost escalation shall be allowed on operation & maintenance component or part there of.
- E) The contractor shall submit copy of each paid electricity bill to Executive Engineer every month regularly.



*EXECUTIVE ENGINEER*  
PUBLIC HEALTH ENGG: DIVISION  
MIRPURKHAS



**OFFICE OF THE  
EXECUTIVE ENGINEER  
PUBLIC HEALTH ENGG: DIVISION  
MIRPURKHAS**

**TENDER FOR THE WORK**

Issue to M/s. \_\_\_\_\_ Tender fee for Rs: \_\_\_\_\_  
received vide \_\_\_\_\_ D.R No. \_\_\_\_\_ Dated \_\_\_\_\_  
\_\_\_\_\_ Dated of opening of Tender \_\_\_\_\_.

**EXECUTIVE ENGINEER  
PUBLIC HEALTH ENGG: DIVISION  
MIRPURKHAS**

I / We hereby tender the execution for the **REPAIR OF FILTER PLANT 3.5 MGD @ WEST JAMRAO WATER WORKS FOR WATER SUPPLY SCHEME MIRPURKHAS**, of scheme under written memorandum within the specified time in such memorandum at.

\_\_\_\_\_ Percent Above / Below the Estimated rated entered in the Schedule "B" Memorandum showing items of work to be carried out and in all respect with the specification designed and instructions writing referred to in Rule thereof.

- A) General Description:- **REPAIR OF FILTER PLANT 3.5 MGD @ WEST JAMRAO WATER WORKS FOR WATER SUPPLY SCHEME MIRPURKHAS**.
- b) Estimated Cost: **Rs: 4.000(Million)**
- c) Earnest Money 5% Call Deposit **Rs 0.200(Million)**
- d) Time of Completion **06 Months**

Should be this tender be accepted I / We hereby agree to abide be the fulfill all the terms and provisions of the conditions of contract annexed hereto so as applicable and in default hereof to forfeit any pay the \_\_\_\_\_ the sum of money mentioned in the said conditions.

Receipt No. \_\_\_\_\_ Dated: \_\_\_\_\_ from the Government Treasury / Sub-Treasury / \_\_\_\_\_ in respect of the sum of the Rs: \_\_\_\_\_ is herewith forwarded representing the earnest money.

a) The full value of which is to be absolutely forfeited to PHE Division Mirpurkhas deposited the full amount of Security Deposit specified in the above memorandum in accordance with Clause of the said conditions otherwise the sum of Rs: \_\_\_\_\_ shall be remained by the PHE Division Mirpurkhas on account of such Security Deposit specified in relevant Clause of the conditions / agreement.

N.B The Tenderer or is required to undertake that all terms and conditions of the printed B-I Forms inclusive of the additional conditions etc approved by the Executive Engineer PHE Division Mirpurkhas will be binding on him and these will be includes and signed by him in the even acceptance of his tender.

**EXECUTIVE ENGINEER  
PUBLIC HEALTH ENGG: DIVISION  
MIRPURKHAS**

PUBLIC HEALTH ENGINEERING DEPARTMENT  
GOVERNMENT OF SINDH

PUBLIC HEALTH ENGINEERING DIVISION MIRPURKHAS



BIDDING DOCUMENTS WITH FINANCIAL PROPOSAL

FOR

Name of Work:- REPAIR OF FILTER PLANT 3.5 MGD @ WEST JAMRAO  
WATER WORKS FOR WATER SUPPLY SCHEME  
MIRPURKHAS.

Estimated Cost:- Rs: 4.000 (Million)

Name of Department:- Public Health Engineering Department.

Name of Procuring Agency:- Executive Engineer, Public Health  
Engineering Division MIRPURKHAS

Documents Issued to:- \_\_\_\_\_



## 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).

## BIDDING DATA

(This section should be filled in by the Engineer/Procuring Agency before issuance of the Bidding Documents. The following specific data for the works to be tendered shall complement, amend, or supplement the provisions in the Instructions to Bidders. Wherever there is a conflict, the provisions herein shall prevail over those in the Instructions to Bidders.)

### Instructions to Bidders

#### Clause Reference

1.1 Name of Procuring Agency :-

*Executive Engineer, Public Health Engg: Division Mirpurkhas*

Brief Description of Works :-

5.1 *REPAIR OF FILTER PLANT 3.5 MGD @ WEST JAMRAO WATER WORKS FOR WATER SUPPLY SCHEME MIRPURKHAS.*

5.2 (a) Procuring Agency's address:

*EXECUTIVE ENGINEER PUBLIC HEALTH ENGG: DIVISION  
MIRPURKHA NEAR TALUKA PLOICE STATION  
MIRPURKHAS.*

(b) Engineer's address:

*Same as above*

10.3 Bid shall be quoted entirely in Pak. Rupees. The payment shall be made in Pak. Rupees.

11.2 The bidder has the financial, technical and constructional capability necessary to perform the Contract as follows:

i. Financial capacity:

*(See N.I.T Eligibility Criteria at Para-5)*

ii. Technical capacity;;

*(See N.I.T Eligibility Criteria at Para-5)*

iii. Construction Capacity:

*(See N.I.T Eligibility Criteria at Para-5)*

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

*(As Per Technically Sanctioned Estimate)*

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

*(As Per Technically Sanctioned Estimate)*

13.1 **Amount of Bid Security**

5% of Rs: 0.200 Million i.e Rs: 4.000 Million

14.1 **Period of Bid Validity**

90 Days

14.4 **Number of Copies of the Bid to be submitted:**

One original plus (02) copies.

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

Executive Engineer Public Health Engg: Division Mirpurkha Near Taluka Ploice Station Mirpurkhas

15.1 **Deadline for Submission of Bids**

Time: 2:00 PM on 28.03.2018

16.1 **Venue, Time, and Date of Bid Opening**

Venue: Executive Engineer, Public Health Engineering Division Mirpurkhas.  
Time: 2:30 P.M Date: 28.03.2018

16.4 **Responsiveness of Bids**

- (i) Bid is valid till required period,
- (ii) Bid prices are firm during currency of contract.

- (iii) Completion period offered is within specified limits,  
(~~02~~Months)
- (iv) Bidder is eligible to Bid and possesses the requisite experience, capability and qualification.
- (v) Bid does not deviate from basic technical requirements and
- (vi) Bids are generally in order, etc.

**Fixed Price contract:-** In this contract no escalation will be provided during currency of the contract and normally period of completion of this work is upto (12) months.

**FORM OF BID**  
(LETTER OF OFFER)

Bid Reference No.

REPAIR OF FILTER PLANT 3.5 MGD @ WEST JAMRAO  
WATER WORKS FOR WATER SUPPLY SCHEME  
MIRPURKHAS.

To:

Executive Engineer,  
Public Health Engg: Division,  
Mirpurkhas

Gentlemen,

1. Having examined the Bidding Documents including Instructions to Bidders, Bidding Data, Conditions of Contract, Contract Data, Specifications, Drawings, if any, Schedule of Prices and Addenda Nos.

\_\_\_\_\_ for the execution of the above-named works, we, the undersigned, being a company doing business under the name of and address

\_\_\_\_\_

\_\_\_\_\_ and being duly incorporated under the laws of Pakistan hereby offer to execute and complete such works and remedy any defects therein in conformity with the said Documents including Addenda thereto for the Total Bid Price of Rs \_\_\_\_\_ (Rupees \_\_\_\_\_) or such other sum as may be ascertained in accordance with the said Documents.

2. We understand that all the Schedules attached hereto form part of this Bid.
3. As security for due performance of the undertakings and obligations of this Bid, we submit herewith a Bid Security in the amount of \_\_\_\_\_ drawn in your favour or made payable to you and valid for a period of twenty eight (28) days beyond the period of validity of Bid.
4. We undertake, if our Bid is accepted, to commence the Works and to deliver and complete the Works comprised in the Contract within the time(s) stated in Contract Data.
5. We agree to abide by this Bid for the period of \_\_\_\_\_ days from the date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

6. Unless and until a formal Agreement is prepared and executed, this Bid, together with your written acceptance thereof, shall constitute a binding contract between us.
7. We undertake, if our Bid is accepted, to execute the Performance Security referred to in Conditions of Contract for the due performance of the Contract.
8. We understand that you are not bound to accept the lowest or any bid you may receive.
9. We do hereby declare that the Bid is made without any collusion, comparison of figures or arrangement with any other person or persons making a bid for the Works.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20

Signature \_\_\_\_\_

in the capacity of \_\_\_\_\_ duly authorized to sign bid for and on behalf of

*(Name of Bidder in Block Capitals)*

*(Seal)*

Address

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Witness:

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

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

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

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SCHEDULE - A TO BID

SCHEDULE OF PRICES – SUMMARY OF BID PRICES

Bill No.	Description	Total Amount (Rs)
1.	<u>Public Health Engineering Works.</u> <u>REPAIR OF FILTER PLANT 3.5 MGD @ WEST</u> <u>JAMRAO WATER WORKS FOR WATER SUPPLY</u> <u>SCHEME MIRPURKHAS.</u>	Rs 4.000(Million)
Total Bid Price (The amount to be entered in Paragraph 1 of the Form of Bid) (In words). Rupees:- <u>FOUR POINT TRIPLE ZERO MILLION</u>		



**SCHEDULE-B TO BID****REPAIR OF FILTER PLANT 3.5 MGD AT WEST JAMRAO WATER WORKS FOR WATER SUPPLY SYSTEM MIRPURKHAS.**

S#	DESCRIPTION	QTY	RATE	UNIT	AMOUNT
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**Part "A" Desilting of Clear Water Tank.**

1	Earth work excavation in ashes, sand soft soil or silt clearance undressed lead upto 50 ft:(S.I.No.02, P-01)				
		32000.00	-Cft: @ Rs: 1663.75 /-	%0-Cft:	Rs: 53,240 /-
2	Earth for Slush or Daldal including dewatering. (S.I.No:16, P-4)				
		32000.00	-Cft: @ Rs: 2420 /-	%0-Cft:	Rs: 77,440 /-
3	Extra lead for 03-miles. (S.I.No: , P- ) (Schedule Carriage)				
		32000.00	-Cft: @ Rs: 502.52	%-Cft:	Rs: 160,806 /-
<b>TOTAL Rs. :-</b>					<b>291,486 /-</b>

**Part "B" Raw Water Pump House.**

1	Dismantling cement concrete reinforced separating reinforcement from concrete cleaning and straightening the same.				
		104.00	-Cft: @ Rs: 5445.00	%-Cft:	Rs: 5,663 /-
2	R.C.C work including all labour and material except the cost of steel reinforcement and its labour for bending and binding which will be paid separately. This rate also includes all kinds of forms moulds: lifting shuttering curing rendering and finishing.				
		132.30	-Cft @ Rs: 337 /-	P-Cft:	Rs: 44,585 /-
3	Fabrication of mild steel reinforcement for cement concrete including cutting, bending, laying in position, making joints and fastenings including cost of binding wire (also includes removal rust from bars)(G.S.I.No:07 P-17)				
		5.32	-Cwt @ Rs: 5001.70 /-	P.Cwt:	Rs: 26,587 /-
4	Providing and laying topping cement concrete 1:2:4 including surface finishing and dividing into panels. (S.I.No:16, P-42)				
		216.00	-Sft: @ Rs: 3275.50	%-Sft:	Rs: 7,075 /-
5	Two coats of bitumen laid hot using 34-Lbs: for %-Sft: over roof and blinded with sand at one Cft: per %-Sft: (S.I.No:13, P-35)				
		315.00	-Sft: @ Rs: 1887.40	%-Sft:	Rs: 5,945 /-
<b>TOTAL Rs. :-</b>					<b>89,855 /-</b>

Part "C" Clarifier.

- 1 Cement plaster 1:3 upto 20" height (b) 1/2" thick. (S.I.No:13(b) P-52)

10044.00	-Sft:	@ Rs:	2344.59	%-Sft:	<u>Rs: 235,491 /-</u>
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- 2 Applying floating coat cement thick 1-1/32". (S.I.No:14(i) P-53)

4920.00	-Sft:	@ Rs:	660	%-Sft:	<u>Rs: 32,472 /-</u>
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- 3 Supplying of Mixing dampo / padlo. (S.I.No:14(i) P-53)

77.00	-Kg:	@ Rs:	125.00	P-Kg:	<u>Rs: 9,625 /-</u>
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<u>TOTAL Rs. :-</u>					<u>277,588 /-</u>
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Part "D" Piping Work.

- 1 Excavation for pipe line in trench and pits in soft soil i/c trimming and dressing sides to true alignment and shape leveling of beds of trenches to correct level and grade cutting joint holes and disposal of surplus earth within one chain or as directed by Engineer Incharge providing fence guards lights flags and temporary crossing fro non vehicular traffic wherever requirement lift upto 5' ft (1.542 m).(P.H.S.I.No:01, P-96)

2250.00	-Cft:	@ Rs:	3600 /-	%0-Cft:	<u>Rs: 8,100 /-</u>
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- 2 Excavation for pipe line in trench and pits in Wet soil i/c trimming and dressing sides to true alignment and shape leveling of beds of trenches to correct level and grade cutting joint holes and disposal of surplus earth within one chain or as directed by Engineer Incharge providing fence guards lights flags and temporary crossing fro non vehicular traffic wherever requirement lift upto 5' ft (1.542 m).(P.H.S.I.No:01, P-96)

1800.00	-Cft:	@ Rs:	5400 /-	%0-Cft:	<u>Rs: 9,720 /-</u>
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- 3 Refilling the excavation stuff in trenches 6" thick layer i/c watering ramming to full compaction etc complete. (P.H.E.S.I.No:24, P-77)

3645	-Cft:	@ Rs:	2760 /-	%0-Cft:	<u>Rs: 10,060 /-</u>
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- 4 Providing RCC Pipe of ASTM C-76-62 T/C-76-70 Class II Wall B and fixing in trench i/c cutting fitting and jointing with rubber ring i/c testing with water to specified pressured (PHSI No.B/1 P-18).

300.00	-Rft:	@ Rs:	618 /-	P-Rft:	<u>Rs: 185,400 /-</u>
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- 5 Manufacturing and installing 8" dia M.S pipe made out of M/S sheet (3/16") thick M.S sheet i/c cutting bending folding to correct curvature as shape (R.A attached).

163.00	-Rft:	@ Rs:	980.20	P-Rft:	<u>Rs: 159,773 /-</u>
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138.00	-Rft:	@ Rs:	749.34	P-Rft:	<u>Rs: 103,409 /-</u>
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- 6 Providing laying & jointing Black Steel M.S pipe with welding (Straight welded) Manufacturing, suplying & fixinf black steel M.S pipe made out of M.S sheet confirming to API 5L grade X-42 Sprially Welded & Externaly asphalt coated with fiber glass 5mm thick (3 layer) & internaly C.C lining 8mm thick (AWWA specification) i/c laying jointing with Hilcal welding in trenches i/c cost of bends of any degree & testing with water specified dia of pipes as below (sprially welded) (P.H.S.I No. H-1, P-32) (6.4mm thick)

180.00	-Rft:	@ Rs:	4489.16 /-	P-Rft:	<u>Rs: 808,049 /-</u>
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## 7 Manufacturing and installing M.S flanges 8" &amp; 6" made out M.S sheet 3/8" thick etc complete.

8" Dia	20.00	-No:	@ Rs:	1002.44 /-	Each:	<u>Rs: 20,049 /-</u>
6" Dia	24.00	-No:	@ Rs:	804.77 /-	Each:	<u>Rs: 19,314 /-</u>

## 6 C. I sulice valve heavy pattern (test pressure 300 lbs/sq: inch) SOMI No. 2 P-11).

8" Dia	4	-Nos:	@ Rs:	17940 /-	Each:	<u>Rs: 71,760 /-</u>
12" Dia	2	-Nos:	@ Rs:	78000 /-	Each:	<u>Rs: 156,000 /-</u>

## 8 Carriage of RCC pipe any class / ASTM / prestressed with collars by mechanical tranport from hyderabad lead of 42-Miles

18" Dia	300.00	-Rft:	@ Rs:	2024.86 /-	P-%Rft:	<u>Rs: 6,075 /-</u>
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## 10 Carriage of 100 Cft / 5 Tons of all materials like stone aggregate, spawl, coal, lime, surkhi etc. B.G Rial fasting points and crossing bridge, girders, pipes, sheets rail M.S Bars etc: or 1000 Nos: Bricks , 10"x5"x3" or 1000 Nos tiles 12"x6"x2" or 150 Cft of timber or 100 maunds of fuel wood by trucks or any other means owned by the contractor.(Sch. Of Material Item No.1, P-01) (lead 152 miles)

18" Dia	3.86	Ton	@ Rs:	1105.14 /-	P-Ton:	<u>Rs: 4,266 /-</u>
						<u>TOTAL Rs. :- 1,561,975 /-</u>

Part "E" Electrification.

## 1 Repair of Mixer Mortor.

1.00	-No:	@ Rs:	100000 /-	Each:	<u>Rs: 100,000 /-</u>
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## 2 Repair of Starter 120-BHP Turbine.

3.00	-No:	@ Rs:	200000 /-	Each:	<u>Rs: 600,000 /-</u>
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## 4 Providing &amp; laying (main or sub-main) PVC insulated with 3-7-044 copper (E.S.I No:74,P-9)

400.00	-Rft:	@ Rs:	571.20	P-Rft:	<u>Rs: 228,480 /-</u>
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TOTAL Rs. :- 928,480 /-

Part "F" Change of Media.

## 1 Supplying and stacking at site stone metal of size 3/4" – 1-1/2" ring i/c screening washing and spreading the same in filter beds to correct level etc complete (PHSI No. P-)

640.00	-Cft:	@ Rs:	3410 /-	%-Cft:	<u>Rs: 21,824 /-</u>
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## 2 Supplying and stacking at site stone metal of size 1/8" – 1/4" ring i/c screening washing and spreading the same in filter beds to correct level etc complete (PHSI No. P-)

640.00	-Cft:	@ Rs:	2960 /-	%-Cft:	<u>Rs: 18,944 /-</u>
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- 3 Supplying and stacking at site filter stone for slow sand filter effective size .25 to 4mm i/c double i/c screening washing and spreading the same in filter beds to correct level etc complete (PHSI No. P-)

1280.00 -Cft: @ Rs: 5367 /- %-Cft: Rs: 68,698 /-

- 4 Supplying and stacking at site filter media for rapid gravity filter of predominantly coarse quartz sand (or of other approved quality) of specified effective size uniformity co-efficient screening washing and spreading the same in filter beds to correct level etc complete (PHSI No. P-)

3200.00 -Cft: @ Rs: 7050 /- %-Cft: Rs: 225,600 /-

- 5 Fabrication of heavy steel reinforcement for work with angle, flat iron, round iron and sheet iron for making trusses girder tank etc i/c cutting drilling releveling handling and finishing.(G.S.I.No:16 P-97)

3.86 0.00 @ Rs: 4928.49 P-Cwt: Rs: 19,015 /-

TOTAL Rs. :- 354,081 /-

**SCHEDULE-B TO BID****REPAIR OF FILTER PLANT 3.5 MGD AT WEST JAMRAO WATER WORKS FOR WATER SUPPLY SYSTEM MIRPURKHAS.****ABSTRACT OF COST**

PART "A"	DESILTING OF CLEAR WATER TANK	RS:	291,486 /-
PART "B"	RAW WATER PUMP HOUSE.	RS:	89,855 /-
PART "C"	CLARIFIER	RS:	277,588 /-
PART "D"	PIPING WORK	RS:	1,561,975 /-
PART "E"	ELECTRIFICATION	RS:	928,480 /-
PART "F"	CHANGE OF MEDIA	RS:	354,081 /-
		<b>TOTAL :-</b>	<b>3,503,465 /-</b>

\_\_\_\_\_ Contractor

**EXECUTIVE ENGINEER**  
PUBLIC HEALTH ENGG: DIVISION  
MIRPURKHA S

**CONDITIONS :-**

- 1) The work will be carried out as per PWD/PHE specification.
- 2) No premium will be allowed on Non-Schedule Items.
- 3) The contractor shall have to bring the material to be used in the work from quarries mentioned in the Technically Sanctioned Estimate
- 4) The rate should inclusive of all the taxes i.e. Sales Tax, Octroi, and Royalties etc, complete if applicable.
- 5) Any error and omission in the description of item of work then rate shall be governed with the relevant schedule of rates and Technically Sanctioned Estimate.
- 6) The under sign has right to reject all work or part of it if it is found below PWD / PHE Specification..

\_\_\_\_\_ Contractor

**EXECUTIVE ENGINEER**  
PUBLIC HEALTH ENGG: DIVISION  
MIRPURKHA S

WORKS TO BE PERFORMED BY SUBCONTRACTORS\*

Name of Work:-

REPAIR OF FILTER PLANT 3.5 MGD @ WEST JAMRAO  
WATER WORKS FOR WATER SUPPLY SCHEME  
MIRPURKHAS.

The bidder will do the work with his own forces except the work listed below which he intends to sub-contract.

Items of Works to be Sub-Contracted	Name and address of Sub-Contractors	Statement of similar works previously executed. ( <i>attach Evidence</i> )
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Note:

- \* *The Procuring Agency should decide whether to allow subcontracting or not.  
In case Procuring Agency decides to allow subcontracting then following conditions shall be complied with:*
  1. No change of Sub-Contractors shall be made by the bidder without prior approval of the Procuring Agency.
  2. The truthfulness and accuracy of the statement as to the experience of Sub-Contractors is guaranteed by the bidder. The Procuring Agency's judgment shall be final as to the evaluation of the experience of Sub-Contractors submitted by the bidder.
  3. Statement of similar works shall include description, location & value of works, year completed and name & address of the clients.

**PROPOSED PROGRAMME OF WORKS**

**Name of Work:-**

**REPAIR OF FILTER PLANT 3.5 MGD @ WEST JAMRAO  
WATER WORKS FOR WATER SUPPLY SCHEME  
MIRPURKHAS.**

Bidder shall provide a programme in a bar-chart or Program Evaluation and Review Technique (PERT) or Critical Path Method (CPM) showing the sequence of work items by which he proposes to complete the works of the entire Contract. The programme should indicate the sequence of work items and the period of time during which he proposes to complete the works including the activities like designing, schedule of submittal of drawings, ordering and procurement of materials, manufacturing, delivering, construction of civil works, erection, testing and commissioning of works to be supplied under the Contract.

**METHOD OF PERFORMING WORKS**

**Name of Work:-**

**REPAIR OF FILTER PLANT 3.5 MGD @ WEST JAMRAO  
WATER WORKS FOR WATER SUPPLY SCHEME  
MIRPURKHAS.**

The bidder is required to submit a narrative outlining the method of performing the Works.

The narrative should indicate in detail and include but not be limited to:

- The sequence and methods in which he proposes to carry out the Works, including the number of shifts per day and hours per shift, he expects to work.
- A list of all major items of construction and plant erection, tools and vehicles proposed to be used in delivering/carrying out the works at site.
- The procedure for installation of equipment and transportation of equipment and materials to the site.
- Organization chart indicating head office & field office personnel involved in management, supervision and engineering of the Works to be done under the Contract.



**SCHEDULE – F TO BID**

**(INTEGRITY PACT)**

**DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC  
PAYABLE BY CONTRACTORS  
(FOR CONTRACTS WORTH RS. 10.00 MILLION OR MORE)**

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

Contract Value: \_\_\_\_\_

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 Supplier/Contractor/Consultant] agrees to indemnify PA for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to PA in an amount equivalent to ten 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]

**FORM OF BID SECURITY**  
(Bank Guarantee)

Guarantee No. \_\_\_\_\_  
Executed on \_\_\_\_\_

(Letter by the Guarantor to the Procuring Agency)

Name of Guarantor (Scheduled Bank in Pakistan) with  
address: \_\_\_\_\_

Name of Principal (Bidder) with  
address: \_\_\_\_\_

Sum of Security (express in words and  
figures): \_\_\_\_\_

Bid Reference No. \_\_\_\_\_ Date of Bid \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Bid and at the request of the said Principal, we the Guarantor above-named are held and firmly bound unto the \_\_\_\_\_, (hereinafter called The —Procuring Agency) in the sum stated above, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the accompanying Bid numbered and dated as above for \_\_\_\_\_ (Particulars of Bid) to the said Procuring Agency; and

WHEREAS, the Procuring Agency has required as a condition for considering the said Bid that the Principal furnishes a Bid Security in the above said sum to the Procuring Agency, conditioned as under:

- (1) that the Bid Security shall remain valid for a period of twenty eight (28) days beyond the period of validity of the bid;
- (2) that in the event of;
  - (a) the Principal withdraws his Bid during the period of validity of Bid, or
  - (b) the Principal does not accept the correction of his Bid Price, pursuant to Sub-Clause 16.4 (b) of Instructions to Bidders, or
  - (c) failure of the successful bidder to
    - (i) furnish the required Performance Security, in accordance with Sub-Clause IB-21.1 of Instructions to Bidders, or
    - (ii) sign the proposed Contract Agreement, in accordance with Sub-Clauses IB-20.2 & 20.3 of Instructions to Bidders,

the entire sum be paid immediately to the said Procuring Agency for delayed completion and not as penalty for the successful bidder's failure to perform.

NOW THEREFORE, if the successful bidder shall, within the period specified therefore, on the prescribed form presented to him for signature enter into a formal Contract Agreement with the said Procuring Agency in accordance with his Bid as accepted and furnish within fourteen (14) days of receipt of Letter of Acceptance, a Performance Security with good and sufficient surety, as may be required, upon the form prescribed by the said Procuring Agency for the faithful performance and proper fulfilment of the said Contract or in the event of non-withdrawal of the said Bid within the time specified then this obligation shall be void and of no effect, but otherwise to remain in full force and effect.

PROVIDED THAT the Guarantor shall forthwith pay to the Procuring Agency the said sum stated above upon first written demand of the Procuring Agency without cavil or argument and without requiring the Procuring Agency to prove or to show grounds or reasons for such demand, notice of which shall be sent by the Procuring Agency by registered post duly addressed to the Guarantor at its address given above.

PROVIDED ALSO THAT the Procuring Agency shall be the sole and final judge for deciding whether the Principal has duly performed his obligations to sign the Contract Agreement and to furnish the requisite Performance Security within the time stated above, or has defaulted in fulfilling said requirements and the Guarantor shall pay without objection the sum stated above upon first written demand from the Procuring Agency forthwith and without any reference to the Principal or any other person.

IN WITNESS WHEREOF, the above bounded Guarantor has executed the instrument under its seal on the date indicated above, the name and seal of the Guarantor being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

\_\_\_\_\_  
Guarantor (Bank)

Witness:

1. Signature \_\_\_\_\_

1. \_\_\_\_\_

2. Name \_\_\_\_\_

\_\_\_\_\_  
Corporate Secretary (Seal)

3. Title \_\_\_\_\_

2. \_\_\_\_\_

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

Corporate Guarantor (Seal)

**FORM OF PERFORMANCE SECURITY  
(Bank Guarantee)**

Guarantee No. \_\_\_\_\_  
Executed on \_\_\_\_\_  
Expiry Date \_\_\_\_\_

(Letter by the Guarantor to the Procuring Agency)

Name of Guarantor (Scheduled Bank in Pakistan) with  
address: \_\_\_\_\_

Name of Principal (Contractor) with  
address: \_\_\_\_\_

Penal Sum of Security (express in words and  
figures) \_\_\_\_\_

Letter of Acceptance No. \_\_\_\_\_ Dated \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Bidding Documents and above said Letter of Acceptance (hereinafter called the Documents) and at the request of the said Principal we, the Guarantor above named, are held and firmly bound unto the \_\_\_\_\_ (hereinafter called the Procuring Agency) in the penal sum of the amount stated above, for the payment of which sum well and truly to be made to the said Procuring Agency, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has accepted the Procuring Agency's above said Letter of Acceptance for \_\_\_\_\_  
\_\_\_\_\_ (Name of Contract) for the \_\_\_\_\_  
\_\_\_\_\_ (Name of Project).

NOW THEREFORE, if the Principal (Contractor) shall well and truly perform and fulfill all the undertakings, covenants, terms and conditions of the said Documents during the original terms of the said Documents and any extensions thereof that may be granted by the Procuring Agency, with or without notice to the Guarantor, which notice is, hereby, waived and shall also well and truly perform and fulfill all the undertakings, covenants terms and conditions of the Contract and of any and all modifications of the said Documents that may hereafter be made, notice of which modifications to the Guarantor being hereby waived, then, this obligation to be void; otherwise to remain in full force and virtue till all requirements of Clause 9, Remedying Defects, of Conditions of Contract are fulfilled.

Our total liability under this Guarantee is limited to the sum stated above and it is a condition of any liability attaching to us under this Guarantee that the claim for payment in writing shall be received by us within the validity period of this Guarantee, failing which we shall be discharged of our liability, if any, under this Guarantee.

We, \_\_\_\_\_ (the Guarantor), waiving all objections and defenses under the Contract, do hereby irrevocably and independently guarantee to pay to the Procuring Agency without delay upon the Procuring Agency's first written demand without cavil or arguments and without requiring the Procuring Agency to prove or to show grounds or reasons for such demand any sum or sums up to the amount stated above, against the Procuring Agency's written declaration that the Principal has refused or failed to perform the obligations under the Contract, for which payment will be effected by the Guarantor to Procuring Agency's designated Bank & Account Number.

PROVIDED ALSO THAT the Procuring Agency shall be the sole and final judge for deciding whether the Principal (Contractor) has duly performed his obligations under the Contract or has defaulted in fulfilling said obligations and the Guarantor shall pay without objection any sum or sums up to the amount stated above upon first written demand from the Procuring Agency forthwith and without any reference to the Principal or any other person.

IN WITNESS WHEREOF, the above bounded Guarantor has executed this Instrument under its seal on the date indicated above, the name and corporate seal of the Guarantor being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Witness:

1. \_\_\_\_\_

\_\_\_\_\_  
Corporate Secretary (Seal)

2. \_\_\_\_\_

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

\_\_\_\_\_  
Guarantor (Bank)

1. Signature \_\_\_\_\_

2. Name \_\_\_\_\_

3. Title \_\_\_\_\_

\_\_\_\_\_  
Corporate Guarantor (Seal)

**FORM OF CONTRACT AGREEMENT**

THIS CONTRACT AGREEMENT (hereinafter called the —Agreement!) made on the \_\_\_\_ day of \_\_\_\_\_ 200\_\_ between \_\_\_\_\_ (hereinafter called the —Procuring Agency!) of the one part and \_\_\_\_\_ (hereinafter called the —Contractor!) of the other part.

WHEREAS the Procuring Agency is desirous that certain Works, viz \_\_\_\_\_ should be executed by the Contractor and has accepted a Bid by the Contractor for the execution and completion of such Works and the remedying of any defects therein.

NOW this Agreement witnesseth as follows:

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

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

Signature of the Contactor

Signature of the Procuring Agency

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

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

Signed, Sealed and Delivered in the presence of:

Witness:

Witness:

\_\_\_\_\_

\_\_\_\_\_

(Name, Title and Address)

(Name, Title and Address)

**MOBILIZATION ADVANCE GUARANTEE**

Guarantee No. \_\_\_\_\_

Executed on \_\_\_\_\_

(Letter by the Guarantor to the Procuring Agency)

WHEREAS the \_\_\_\_\_ (hereinafter called the Procuring Agency) has entered into a Contract for

\_\_\_\_\_

\_\_\_\_\_ (Particulars of Contract), with

\_\_\_\_\_

\_\_\_\_\_ (hereinafter called the Contractor).

AND WHEREAS the Procuring Agency has agreed to advance to the Contractor, at the Contractor's request, an amount of Rs. \_\_\_\_\_ Rupees \_\_\_\_\_) which amount shall be advanced to the Contractor as per provisions of the Contract.

AND WHEREAS the Procuring Agency has asked the Contractor to furnish Guarantee to secure the advance payment for the performance of his obligations under the said Contract.

AND WHEREAS \_\_\_\_\_ (Scheduled Bank) (hereinafter called the Guarantor) at the request of the Contractor and in consideration of the Procuring Agency agreeing to make the above advance to the Contractor, has agreed to furnish the said Guarantee.

NOW THEREFORE the Guarantor hereby guarantees that the Contractor shall use the advance for the purpose of above mentioned Contract and if he fails, and commits default in fulfillment of any of his obligations for which the advance payment is made, the Guarantor shall be liable to the Procuring Agency for payment not exceeding the aforementioned amount.

Notice in writing of any default, of which the Procuring Agency shall be the sole and final judge, as aforesaid, on the part of the Contractor, shall be given by the Procuring Agency to the Guarantor, and on such first written demand payment shall be made by the Guarantor of all sums then due under this Guarantee without any reference to the Contractor and without any objection.

This Guarantee shall come into force as soon as the advance payment has been credited to the account of the Contractor.

This Guarantee shall expire not later than \_\_\_\_\_

by which date we must have received any claims by registered letter, telegram, telex or telefax.

It is understood that you will return this Guarantee to us on expiry or after settlement of the total amount to be claimed hereunder.

\_\_\_\_\_  
Guarantor (Scheduled Bank)

Witness:

1. \_\_\_\_\_

\_\_\_\_\_  
Corporate Secretary (Seal)

2. \_\_\_\_\_

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

1. Signature \_\_\_\_\_

2. Name \_\_\_\_\_

3. Title \_\_\_\_\_

\_\_\_\_\_  
Corporate Guarantor (Seal)



**INDENTURE FOR SECURED ADVANCES.**

(For use in cases in which is contract is for finished work and the contractor has entered into an agreement for the execution of a certain specified quantity of work in a given time ).

This INDENTURE made the ..... day of .....  
-----197--"-BETWEEN (hereinafter called "the Contractor" which expression shall where the context so admits or implied be deemed to include his heirs, executors, administrators and assigns) of the one part and THE GOVERNOR OF SINDH (hereinafter called "the Government" of the other part).

WHEREAS by an agreement, dated (hereinafter called the said agreement, the contractor has agreed to perform the under-mentioned works (hereinafter referred to as the said work):-

(Here enter (the description of the works).<sup>1</sup>

AND WHEREAS the contractor has applied to the .....  
— ..... for an advance to him of Rupees .....  
(Rs. .... ) on the security of materials absolutely belonging to him and brought by him to the site of the said works the subject of the said agreement for use in the construction of such of the said works as he has undertaken to execute at rates fixed for the finished work (inclusive of the cost of materials and labour and other charge) AND WHEREAS the Government has agreed to advance to the Contractor the sum of Rupees,

(Rs. .... ) on the security of materials the quantities and other particulars of which are detailed in Part II of Running Account Bill (E). the said works signed by the contractor  
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on ----- and on such covenants and conditions as are hereinafter contained and the Government has reserved to itself the option of marking any further advance or advances on the security of other materials brought by the Contractor to the site of the said works.

NOW THIS INDENTURE WTTNESSETH that in pursuance of the said agreement and in consideration of the sum of Rupees .....  
(Rs. .... ) on or before the execution of these presents paid to the Contractor by the Government (the receipt whereof the Contractor doth hereby acknowledge) and of such further advances (if any) as may be made to him as aforesaid (all of which advances are hereinafter collectively referred to as the said amount) the Contractor doth hereby assign unto the Government the said materials by way of security for the said amount

And doth hereby covenant and agree with the Government and declare ay follow :-

(1) That the said sum of Rupees .....  
(Rs. .... ) so advanced by the Government to the Contractor as aforesaid and all or any further sum or sums which may be advanced aforesaid shall be employed by the contractor in or towards expending the execution of the said works and for no other purpose whatsoever.

(2) That the materials detailed in the said Running Account Bill (B) which have been  
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Offered to and accepted by (he Government as security for the said amount are absolutely by the Contractors own property free from encumbrances of any kind and the Contractor will not make any application for or receive a further advance on the security of materials which are not absolutely his own property and free from encumbrances of any kind and the contractor hereby agrees, at all times, to indemnify and save harmless the Government against all claims whatsoever to any materials in respect of which an advance has been made to him as aforesaid.

(3) That the said materials detailed in the said Running Account Bill (B) and all other

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Materials on the security of which any further advance or advances may hereafter be made as aforesaid (hereinafter called the said materials) shall be used by the Contractor solely in the execution of the said works in accordance with the directions of the Divisional Officer -----(hereinafter called the Divisional Officer) and in the terms of the said agreement.

(4) That the Contractor shall make at his own cost all necessary and adequate arrangement for the proper watch, safe custody and protection against all risks of the said material and that until used in construction as aforesaid the said materials shall remain at the site of the said works in the Contractor's custody and at his own risk and on his own responsibility and shall at all times be open to inspection by (he Divisional Officer or any officer authorized by him. In the event of the said materials of any part (hereof being stolen, destroyed or damaged or becoming deteriorated in a grater degree than is due to reasonable use and wear thereof Contractor will forthwith replace the same with other materials of like qualify or repair and make good the same as required by the Divisional Officer and the materials so brought to replace the said materials so repaired and made good shall also be considered as security for the said amount.

(5) 'Hurt the said materials shall not on any account be removed from the site of the said works except with the written permission of the Divisional Officer or an officer authorized by him in that behalf

(6) That the said amount shall be payable in full when or before the Contractor receives payment, from the Government of the price payable to him for the said works under the terms and provisions of the said agreement PROVIDED THAT if any intermediate payments are made to the contractor on account of work done then on the occasion of each such payment the Government will be at liberty to make a recovery from the Contractors Bill for such payment by deducting there from in the value of the said materials (hen actually used in the construction and in respect of which recovery has not been made previously the value for this purpose being determined in respect of each description of material at (he rates at which the amount of the advances made under these presents were calculated.

(7) That if the Contractor shall at any time make any default in the performance or observation in any respect of any of the terms and provisions of the said agreement or of these presents the total amount of the advance or advances that may still be owing to the Government shall immediately on the happening of such default be repayable by the Contractor to the Government together with interest thereon at twelve percent per annum from the date or respective dates of such advance or advances to the date or repayment and with all costs, charges, damages and expenses incurred by the Government in or for the recovery thereof or the enforcement of this security or otherwise by reason of (he default of the Contractor and any moneys so becoming due and payable shall constitute a debt due from the Contractor to the Government and the Contractor hereby covenants and agrees with the Government to repay and the same respectively to it accordingly.

(8) That the Contractor hereby charges all the said materials with the repayment to the Government of the said sum of Rupees ..... - ..... (Rs. .... ) and any further sum or sums which may be advanced as aforesaid and all costs charges damages and expenses payable under these present PROVIDED ALWAYS and it is hereby agreed and declared that notwithstanding anything in the said agreement and without prejudice to the powers contained therein if and whether the covenant for payment and repayment hereinbefore contained shall become enforceable and the money owing shall not be paid to accordingly.

Once therewith the Government may at any time thereafter adopt all or any of following courses as it may deem best ;-

- (a) Seize and utilize the said materials or any part thereof in the completion of the said works on behalf of the Contractor in accordance with the provisions in that behalf contained in the said agreement debiting the Contractor with the actual cost of effecting such completion the amount due in respect of advances under these presents and crediting the Contractor with the value of work done as he had carried it out in accordance with the said agreement and at the rates thereby provided. If the balance is against the Contractor he is to pay the same to the Government on demand.
- (b) Remove and sell by public auction the seized materials or any part thereof and out of the moneys arising from the sale retain all the sums aforesaid repayable to the Government under these presents and pay over the surplus (if any) to the Contractor.
- (c) Deduct all or any part of the moneys owing out of the security deposit or any sum due to the Contractor under the said agreement.

(9) That except as is expressly provided by the presents interest on the aid advance shall not be payable.

(10) That in the event of any conflict between the provisions of these presents and the said agreement the provisions of these presents shall prevail and in the event of any dispute or difference arising over the construction or effect of these presents the settlement of which has not been hereinbefore expressly provided for the same shall be referred to the Superintending Engineer ..... Circle whose..... decision shall be final and the provisions of the Indian Arbitration Act for the time being in force so far as they are applicable shall apply to any such reference.

In witnesses whereof the\* ---- - — ..... on behalf of the Governor of Sindh and the said ..... - ..... --have hereunto set their respective hands and seals the day and first above written.

Signed, sealed and delivered by\* In the presence of

Seal  
1st witness 2<sup>nd</sup> witness

Signed, sealed and delivered by\* In the presence of


Seal  
1st Witness 2<sup>nd</sup> witness

## SCHEDULE (A)

### TERMS & CONDITIONS OF CONTRACT

1. The Sindh sales tax special procedure (with holding) rules, 2011 shall apply to taxable services as are supplied, provided or rendered to persons, specified as with holding agents, in the with holding procedure, for the purpose of deduction and deposit of sales tax.
2. The Contract / Firm has to arrange potable water to use in construction on his cost.
3. The contactor shall have to pay 0.30% of contract cost in shape of revenue stamp duty at the time of agreement.
4. 13% deposit will be received from contractor in shape of 5% call deposit alongwith bid and 8% shall be with held on all running bills.
5. All the material of approved quality will be used, sample of the material, fixture, cement hill sand, crush, bricks pipes, fitting, UPVC, Electrical will be got approved in advance / before execution. For Pumping Machinery, Diesel Engine & Generator, Contractor will provide Manufacturers certificate which will be verified by Incharge Engineer before making payment samples shall be collected from each now lot stacked at site in the presence of Executive Engineer or representatives and jointly sealed and got tested from approved laboratory at contractor's own cost in case the contractor fails to comply with this condition.
6. The Contractor shall maintain at the site of work "Site Order Book" (of triplicate leaves) at his own cost for taking instructions and directions from the supervising monitoring officers / officials.
7. The contractor shall at his own cost provide a suitable size high visibility signboard at each location indicating the details of project as approved by the Engineer Incharge.
8. No Premium shall be allowed on non-schedule item and 1 year operation & maintenance component.
9. On successful completion of 1 year operation & maintenance, the contractor shall hand over the scheme to concerned Executive Engineer in sound and satisfactory running condition.
10. **PAYMENT MECHANISM.**
  - A) The contractor shall submit running bills against the work done at site to Executive Engineer for verification and payment.
  - B) The amount of mobilization advance shall be proportionally deducted from each bill.
  - C) Payment against 1 year operation & maintenance shall be made on monthly basis, evenly divided in 12 months for each completed scheme.

- D) No cost escalation shall be allowed on operation & maintenance component or part there of.
- E) The contractor shall submit copy of each paid electricity bill to Executive Engineer every month regularly.

  
**EXECUTIVE ENGINEER**  
PUBLIC HEALTH ENGG: DIVISION  
MIRPURKHAS