

OFFICE OF THE EXECUTIVE ENGINEER, BUILDINGS DIVISION, THATTA

NO: TC/G-55/ 667.

of 2018

Thatta

Dated: 10/4/2018

NOTICE INVITING TENDERS.


As per SPPRA Rules 20110, (Amended 2013) sealed tenders are invited from the interested persons / suppliers / contractors / companies on Standard Bidding Documents forms for procurement of below mentioned works in District Thatta.

SR. NO:	NAME OF WORK	ESTIMATE COST (M)	Bid Security (5 %)	TENDER FEE	TIME FOR COMPLETION
<u>ANNUAL DEVELOPMENT PROGRAMME SCHEMES</u>					
1	Construction of Administration Block Deputy Commissioner Office District Thatta @ Makli	9.580 (M)	0.479	3000/-	(24) Months
2	Rehabilitaiton / Renovation of Internal Approaches / Roads Deputy Commissioner Office Thatta @ Makli (With Paver Blocks)	8.250 (M)	0.412	3000/-	(24) Months
3	Rehabilitaiton / Renovation of V.I.P Rest House Thatta @ Makli	8.837 (M)	0.4488	3000/-	(24) Months

1. The intended participant can purchase the separate set of tenders on payment of tender fee on any working day during office hours from date of publication to 01-5-2018 @ 1:00 PM.
2. The tender shall be received back on 03-5-2018 @ 12:00 Noon and opened on the same date @ 1:00 PM in the presence of tender opening / evaluation committee and bidders or their authorized representatives who wish to be present with following documents.
3. Registration with income Tax department (NTN Certificates) and copy N.I.C.
4. Registration with Pakistan Engineering Council 2017 (Renewal).
5. Registration with Sindh Revenue Board.
6. Should have completed at least two contracts of similar nature over the last 5 years.
7. List of Machinery & Equipment available with documentary evidence of it's ownership certificate of Bank showing credit worthiness alongwith Bank Statement.
8. Undertaking on affidavit that firm is not involved in any litigation or abandoned any work in the department.
9. The bidders should submit earnest money as shown against each work in shape of call deposit prepared from the scheduled bank in favour of the under signed.
10. The competent authority may cancel the Bidding process at any time prior to the acceptance of a Bid or as per SPPRA Rules.
11. Affidavit to the effect that the Firm/Contractor has not been black listed previously by any executing agency.
12. Affidavit with effect that all documents / particulars / information furnished are true and correct.

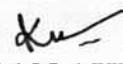
13. In case of Firm, list of partners / Partnership Deed, giving full particulars of Directors/ proprietors or others connected alone with Power of Attorney. In case of being sole proprietors. Such under taking on affidavit be furnished.
14. Conditional / Telegraphic application will not be entertained for purchase of tenders.
15. In case of work remains un-responded the next date of issue & receipt will be as under.

2 nd Attempt	Date of Issue Upto	Date of Receipt	Date of Opening
	09-5-2018 Upto 01:00 P.M	10-5-2018 @12:00 Noon	10-5-2018 @ 01:00 P.M


 (KAMRAN AHMED KHERO)
 EXECUTIVE ENGINEER
 BUILDINGS DIVISION
 THATTA

Copy F.W.C's to:

1. The Secretary to Government of Sindh, information Technology Department New Sindh Secretariat Shah-Iraq Karachi of placement of the NIT on official websites of Government of Sindh. Website: www.sindh.gov.pk
2. The Director of Information Government of Sindh Opposite Sindh Secretariat Block 96 Karachi for wide publicity through leading Newspapers in Urdu, Sindhi & English
3. The Director (CB) Sindh Public Procurement Regulatory Authority, Govt: of Sindh, Karachi.
4. The Sindh Public Procurement Regulatory Authority Government of Sindh Karachi website www.pprasindh.gov.pk.
5. The Deputy Commissioner, District Thatto for favour of information.
6. The Superintending Engineer, Works & Services Department, Thatto for favour of information & approval.
7. The Assistant Engineer, Buildings Sub-Division (All) for information.
8. Copy to notice Board/ H.C/D.B (Local).



 (KAMRAN AHMED KHERO)
 EXECUTIVE ENGINEER
 BUILDINGS DIVISION
 THATTA

ANNUAL PROCUREMENT PLAN

(WORKS & SERVICES)

FINANCIAL YEAR 2018

S.NO.	DESCRIPTION OF PROCUREMENT	QUANTITY (WHERE APPLICABLE)	ESTIMATED UNIT COST (WHERE APPLICABLE)	ESTIMATE TOTAL COST	FUNDS ALLOCATED	SOURCES OF FUNDS ADP / NON-ADP	PROPOSED PROCUREMENT METHOD	TIMING OF PROCUREMENTS			
								1st Qtr	2nd Qtr	3rd Qtr	4th Qtr
1	2	3	4	5	6	7	8	9	10	11	12
1	Construction of Administration Block Deputy Commissioner Office District Thatta @ Makli		9.580 (M)	9.580 (M)	9.580 (M)	ADP	Single Stage	-	-	-	-
2	Rehabilitaiton / Renovation of Internal Approaches / Roads Deputy Commissioner Office Thatta @ Makli (With Paver Blocks)		8.250 (M)	8.250 (M)	8.250 (M)	ADP	Single Stage	-	-	-	-
3	Rehabilitaiton / Renovation of V.I.P Rest House Thatta @ Makli		8.837 (M)	8.837 (M)	8.837 (M)	ADP	Single Stage	-	-	-	-


KAMRAN AHMED KHERO
 EXECUTIVE ENGINEER
 BUILDINGS DIVISION
 THATTA

GOVERNMENT OF SINDH
WORKS & SERVICES DEPARTMENT

Karachi, dated the February, 2017

NOTIFICATION

No.E&A(W&S)3-9/91-14; with the approval of Competent Authority a Procurement Committee with the following composition, in terms of Rule-07 of Sindh Public Procurement Rules-2010 (Amended 2013) in the Office of Executive Engineer, Buildings Division, Thatta, with the following composition:-

- | | |
|--|----------|
| 1. Executive Engineer Buildings Division, Thatta | Chairman |
| 2. Executive Engineer, Education Works, Thatta | Member |
| 3. Divisional Accounts Officer Buildings Division Thatta | Member |

2. The Functions & Responsibilities of the Committee will be same as specified in Rules-7 of Sindh Public Procurement Rules-2010 (Amended 2013).

SECRETARY TO GOVT. OF SINDH

No. E&A(W&S)3-9/91-14

Karachi, dated the February, 2017.

A copy is forwarded for information to:-

1. The Accountant General, Sindh, Karachi.
2. The Managing Director, SPPRA, Karachi.
3. The Chief Engineer (Buildings), Hyderabad.
4. The Chairman & Members of the Committee.
5. The Deputy Director (Monitoring), PM&E Cell, W&SD.
6. P.S to Secretary, W&S Department.
7. Notification file.


23/02/17
SECTION OFFICER (GENERAL)
FOR SECRETARY TO GOVT. OF SINDH



GOVERNMENT OF SINDH
WORKS & SERVICES DEPARTMENT

Karachi, dated the February, 2017

NOTIFICATION

No. E&A(W&S)3-9/91-14: With the approval of competent authority a Consultant of Redressal Committee, in terms of Rule-31 of Sindh Public Procurement Rules-2010 (Amended 2013) in the office of Executive Engineer, Buildings Division, Thatta:-

- | | |
|--|----------|
| 1. Superintending Engineer, (W&S) , Thatta | Chairman |
| 2. District Accounts Officer, Thatta of his representative | Member |
| 3. Representative of M/S Architects inc: Consultants | Member |

2. The Functions & Responsibilities of the Committee will be same as specified in Rule-31(4) and (5) of Sindh Public Procurement Rule-2010.


SECRETARY TO GOVERNMENT OF SINDH

No. E&A(W&S)3-9/91-2014

Karachi, dated the February, 2017.

A copy is forwarded for information to:-

1. The Accountant General, Sindh, Karachi.
2. The Managing Director, SPPRA, Karachi.
3. The Chief Engineer (Buildings), Thatta.
4. The Chairman / Members of the Committee.
5. The Deputy Director (Monitoring) PM&E Cell, W&SD, Karachi.
6. P.S to Minister, Works & Services Sindh, Karachi.
7. P.S to Secretary, Works & Services Department, Karachi.
8. Notification file.


23/02/17

SECTION OFFICER (GENERAL)
FOR SECRETARY TO GOVT. OF SINDH

NIT No.XEN(Bldgs:)/TC/G-55/

Dated:

Issued to _____

Vide D.R. No. _____

Dated: _____

C.D No. _____

Dated _____

Bank/Branch: _____

SPPRA BIDDING DOCUMENT


STANDARD FORM OF BIDDING DOCUMENT

FOR

PROCUREMENT OF WORKS

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

**CONSTRUCTION OF ADMINISTRATION BLOCK DEPUTY
COMMISSIONER OFFICE DISTRICT THATTA @ MAKLI.**


**EXECUTIVE ENGINEER
BUILDINGS DIVISION
THATTA**

INSTRUCTIONS TO PROCURING AGENCIES

INSTRUCTIONS TO PROCURING AGENCIES
(Not to be included in bidding documents)

A) Basis of Documents

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

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

B) Contents of Documents

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

- i. Instructions to Bidders & Bidding Data
- ii. Form of Bid & Schedules to Bid
- iii. Conditions of Contract & Contract Data
- iv. Standard Forms
- v. Specifications
- vi. Drawings, if any

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

The **Executive Engineer, Buildings Division Thatta**, is required to prepare the following for completion of the Bidding Documents:

- i. Invitation for Bids
- ii. Bidding Data

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

The **Executive Engineer, Buildings Division, Thatta**, attention is drawn to the following while finalizing the Bidding Documents.

C) Notice Inviting Tender/ Invitation for Bids/ Request for Expression of Interest

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

The blank spaces wherever shown are required to be filled by the **Executive Engineer, Buildings Division Thatta**, before issuance of Bidding Documents.

The Procuring Agency may modify para 1 of Notice Inviting Tender as per its requirements. The notice should be published so as to give the interested bidders sufficient working period for preparation and submission of bids – not less than 15 days for National Competitive Bidding and 90 days for International Competitive Bidding (SPPRA Rule 18).

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

D) Instructions to Bidders

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

The instructions to Bidders can be used as given. **Executive Engineer, Buildings Division Thatta**, may have to make changes under Bidding Data.

The Executive Engineer, Buildings Division Thatta or Engineer's Representative, if any, shall exercise powers of the Engineer/Procuring Agency under and in connection with Clauses IB.5, IB.6, IB.16, etc. case an Engineer has been appointed by the Executive Engineer, Buildings Division Thatta, the aforesaid clauses may be modified accordingly to specify the role of the Engineer by the Executive Engineer, Buildings Division Thatta, otherwise the Engineer's reference wherever exist, except Sub-Clause 1.1.20 & Clause 15 of Conditions of Contract and Item 1.1.20 of Contract Data, shall be deleted.

E) Bidding Data

The blank spaces wherever shown in Bidding Data are required to be filled by the Engineer/ Executive Engineer, Buildings Division Thatta, before issuance of Bidding Documents.

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

F) SCHEDULES TO BID

Specimen of Schedules to Bid including format of Schedule of Prices are provided in this document. The Executive Engineer, Buildings Division Thatta. May add / delete / modify as per its requirement.

The blank spaces wherever shown are required to be filled by the Engineer/ Executive Engineer, Buildings Division Thatta before issuance of Bidding Documents except those required to be provided by the Contractor.

G) CONDITIONS OF CONTRACT

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

H) CONTRACT DATA

The blank spaces wherever shown are required to be filled by the Engineer / Executive Engineer, Buildings Division Thatta before issuance of Bidding Documents.

1. Referring to Sub-Clause 1.1.1 of Conditions of Contract, the Engineer/
Executive Engineer, Buildings Division Thatta may add, in order of priority,
such other documents as to form part of the Contract, in Sub-Clause 1.3 of the
Contract Data.
2. The **Executive Engineer, Buildings Division Thatta** Representative, if any, shall
exercise powers of the **Executive Engineer, Buildings Division Thatta** under and
in connection with Sub-Clauses 1.3, 2.3, 4.2, 4.3, 5.1, 7.3, 8.2, 9.1, 9.2, 10.1, 10.2,
10.5, 11.1, 11.5, 12.1, 13.2 and 14.1 of the Conditions of Contract. In case an
Engineer has been appointed by the **Executive Engineer, Buildings Division
Thatta**, the aforesaid clauses may be modified accordingly by the Procuring
Agency.
3. The sum insured for different insurances including minimum amount of
third party insurance should be assessed by the Engineer/ **Executive
Engineer, Buildings Division Thatta** and entered in Contract Data. Such
insurance cover shall be carried out with Insurance Company having at least AA
rating from PACRA / JCR in the favour of the **Executive Engineer, Buildings
Division Thatta**.
4. The time for completion of the whole of the works should be assessed by
the Engineer/ **Executive Engineer, Buildings Division Thatta** and entered in the
Contract Data.
5. The Conditions of Contract contain no overall limit on the Contractor's liability.
The amount of liquidated damages per day of delay shall be entered by the
Engineer/ **Executive Engineer, Buildings Division Thatta** in Contract Data.
Usually the liquidated damages are set between 0.05 percent and 0.10 percent
per day and the maximum limit as 10 percent of contract price stated in the
Letter of Acceptance.
6. Any amendment and/or additions to the Conditions of the Contract that are
specific to a given Bid/Contract should be included by the **Executive Engineer,
Buildings Division Thatta**. This may include but not be limited to the provisions
regarding the following:
 - a) Terms of Payment should be prepared and incorporated in Contract Data by the
Engineer/ **Executive Engineer, Buildings Division Thatta**.
 - b) The Engineer/ **Executive Engineer, Buildings Division Thatta** to make sure that
all taxes and duties are included by the Bidders/Contractors in their prices.

I. Specifications

To be prepared and incorporated by the Engineer/ **Executive Engineer, Buildings
Division Thatta**.

J. Drawings

To be prepared and incorporated by the Engineer/ **Executive Engineer, Buildings
Division Thatta**, if required.

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INVITATION FOR BIDS

INVITATION FOR BIDS

Date: . . .
Bid Reference No.

The Executive Engineer, Buildings Division Thatta, [Executive Engineer, Buildings Division Thatta], invites sealed bids from interested firms or persons licensed by the Pakistan Engineering Council in the appropriate category(not required for works costing Rs 2.5 million or less) and/or duly pre-qualified(if pre-qualification is done for specific scheme/project) with the Executive Engineer, Buildings Division Thatta for the Works, Construction of CONSTRUCTION OF ADMINISTRATION BLOCK DEPUTY COMMISSIONER OFFICE DISTRICT THATTA @ MAKLI. [enter title, type and financial volume of work], which will be completed in 24-Months [enter appropriate time period] days.

1. A complete set of Bidding Documents may be purchased by an interested eligible bidder on submission of a written application to the office given below and upon payment of a non-refundable fee of Rupees _____. Bidders may acquire the Bidding Documents from the Office of the Executive Engineer, Buildings Division Thatta, at S.E. OFFICE THATTA. (Mailing Address).
2. All bids must be accompanied by a Bid Security in the amount of Rs. _____/- (Rupees _____) or 2% percentage of bid price in the form of (pay order /demand draft/ bank guarantee) and must be delivered to Executive Engineer Buildings Division Thatta (Indicate Address and Exact Location) at or before ____ P.M, on _____. Bids will be opened at _____ P.M on dated _____ in the presence of bidders' representatives who choose to attend, at the same address [indicate the address if it differs].

Note:

1. Executive Engineer, Buildings Division Thatta, to enter the requisite information in blank spaces.
2. The bid shall be opened within one hour after the deadline for submission of bids.

INSTRUCTIONS TO BIDDERS & BIDDING DATA

Notes on the Instructions to Bidders

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

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

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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 Executive Engineer, Buildings Division Thatta as defined in the Bidding Data (hereinafter called —the Executive Engineer, Buildings Division Thatta) 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 Executive Engineer, Buildings Division Thatta 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. 2.50 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 **Executive Engineer, Buildings Division Thatta** 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/**Executive Engineer, Buildings Division Thatta** 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 **Executive Engineer, Buildings Division Thatta** 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 **Executive Engineer, Buildings Division Thatta** 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 **Executive Engineer, Buildings Division Thatta**.
- 6.3 To afford interested bidders reasonable time in which to take an addendum into account in preparing their Bids, the **Executive Engineer, Buildings Division Thatta** 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 **Executive Engineer, Buildings Division Thatta** 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 **Executive Engineer, Buildings Division Thatta** 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 **Executive Engineer, Buildings Division Thatta** 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 **Executive Engineer, Buildings Division Thatta** 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, **Executive Engineer, Buildings Division Thatta** 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 authorizing 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 **Executive Engineer, Buildings Division Thatta** 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 **Executive Engineer, Buildings Division Thatta** 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 **Executive Engineer, Buildings Division Thatta** 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 **Executive Engineer, Buildings Division Thatta** 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 **Executive Engineer, Buildings Division Thatta** 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 **Executive Engineer, Buildings Division Thatta** at its discretion may consider appropriate, will be announced by the Procuring Agency at the bid opening. The **Executive Engineer, Buildings Division Thatta** 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/**Executive Engineer, Buildings Division Thatta** 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/**Executive Engineer, Buildings Division Thatta** 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 **Executive Engineer, Buildings Division Thatta** 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 **Executive Engineer, Buildings Division Thatta**, 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/ **Executive Engineer, Buildings Division Thatta** 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/ **Executive Engineer, Buildings Division Thatta** 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/ **Executive Engineer, Buildings Division Thatta** 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 **Executive Engineer, Buildings Division Thatta**. 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/ **Executive Engineer, Buildings Division Thatta** the Bid evaluation, Bid comparison or Contract Award decisions may result in the rejection of his Bid. Whereas any bidder feeling aggrieved, may lodge a written complaint to Complaint Redressal Committee as per terms and conditions mentioned in SPP Rules 31 & 32. However, mere fact of lodging a complaint shall not warrant suspension of procurement process.

17.3 Bidders may be excluded if involved in "Corrupt and Fraudulent Practices" means either one or any combination of the practices given below SPP Rule 2(q);

- I. Coercive Practice means any impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence the actions of a party to achieve a wrongful gain or to cause a wrongful loss to another party;
- II. Collusive Practice means any arrangement between two or more parties to the procurement process or contract execution, designed to achieve with or without the knowledge of the **Executive Engineer, Buildings Division Thatta** 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 **Executive Engineer, Buildings Division Thatta**, 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 & Executive Engineer, Buildings Division Thatta Right

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

19.2. Notwithstanding IB.19.1, the **Executive Engineer, Buildings Division Thatta** 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 **Executive Engineer, Buildings Division Thatta** 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 **Executive Engineer, Buildings Division Thatta**, 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 **Executive Engineer, Buildings Division Thatta** 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 0.3% 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 **Executive Engineer, Buildings Division Thatta**.

IB.21. Performance Security

21.1. The successful bidder shall furnish to the **Executive Engineer, Buildings Division Thatta** 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/ Executive Engineer, Buildings Division Thatta 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, Buildings Division Thatta

Executive Engineer

(Insert name of the Procuring Agency)

Brief Description of Works

CONSTRUCTION OF ADMINISTRATION BLOCK DEPUTY COMMISSIONER OFFICE DISTRICT THATTA @ MAKLI.

5.1 (a) Procuring Agency's address:

OFFICE OF THE EXECUTIVE ENGINEER BUILDINGS DIVISION, GHULAMULLAH, ROAD NEAR D.C OFFICE THATTA.

(Insert address of the Procuring Agency with telex/fax)

(b) Engineer's address:

Residence of Building Colony Bungalow No. D-1/2 at Makli 0298-920170

(Insert name and address of the Engineer, if any, with telex/fax.)

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: (Insert required capabilities and documents)

- i. Financial capacity: (must have turnover of Rs. _____ Million);
- ii. Technical capacity: (mention the appropriate category of registration with PEC and qualification and experience of the staff);
- iii. Construction Capacity: (mention the names and number of equipments required for the work).

12.1.

- a) A detailed description of the Works, essential technical and performance characteristics.
- b) Complete set of technical information, description data, literature and drawings as required in accordance with Schedule B to Bid, Specific Works Data. This will

include but not be limited to a sufficient number of drawings, photographs, catalogues, illustrations and such other information as is necessary to illustrate clearly the significant characteristics such as general construction dimensions and other relevant information about the works to be performed.

13.1. Amount of Bid Security

2% of Bid Amount.

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

14.1 Period of Bid Validity

90 Days

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

14.4 Number of Copies of the Bid to be submitted:

One original plus 01 copy.

14.6 (a) Executive Engineer, Buildings Division, Thatta, Address for the Purpose of Bid Submission

OFFICE OF THE EXECUTIVE ENGINEER BUILDINGS DIVISION THATTA
GULAMULLAH ROAD NEAR DC OFFICE THATTA.

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

15.1 Deadline for Submission of Bids

Time: _____ PM on dated _____.

16.1 Venue, Time, and Date of Bid Opening

Venue: Executive Engineer, Buildings Division Thatta.

Time: _____ PM on dated _____

16.4 Responsiveness of Bids

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

- * Executive Engineer, Buildings Division Thatta can adopt either of two options. (Select either of them).
- (a) Fixed Price contract: In these contracts no escalation will be provided during currency of the contract and normally period of completion of these works is upto 12 months.
 - (b) Price adjustment contract: In these contracts escalation will be paid only on those items and in the manner as notified by Finance Department, Government of Sindh, after bid opening during currency of the contract.

FORM OF BID AND SCHEDULES TO BID

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

Bid Reference No.

**CONSTRUCTION OF ADMINISTRATION BLOCK DEPUTY
COMMISSIONER OFFICE DISTRICT THATTA @ MAKLI.**

(Name of Works)

To,

Gentlemen,

- 1) Having examined the Bidding Documents including Instructions to Bidders, Bidding Data, Conditions of Contract, Contract Data, Specifications, Drawings, if any, Schedule of Prices and Addenda Nos. _____ for the execution of the above-named works, we, the undersigned, being a company doing business under the name of and address _____ and being duly incorporated under the laws of Pakistan hereby offer to execute and complete such works and remedy any defects therein in conformity with the said Documents including Addenda thereto for the Total Bid Price of **Rs. _____ /-(Rupees _____ only)** 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 CD No. _____, Dated _____ 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 _____ of _____.

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: _____

SCHEDULES TO BID INCLUDE THE FOLLOWING:

- Schedule A to Bid: Schedule of Prices
- Schedule B to Bid: Specific Works Data
- Schedule C to Bid: Works to be Performed by Subcontractors
- Schedule D to Bid: Proposed Program of Works
- Schedule E to Bid: Method of Performing Works
- Schedule F to Bid: Integrity Pact]

SCHEDULE - A TO BID

SCHEDULE OF PRICES

Sr. No.		Page No.
1.	Preamble to Schedule of Prices.....	24
2.	Schedule of Prices.....	26
	a) Summary of Bid Prices	
	b) Detailed Schedule of Prices / Bill of Quantities (BOQ)	

* [To be prepared by the Engineer/Procuring Agency]

SCHEDULE - A TO BID

PREAMBLE TO SCHEDULE OF PRICES

1. General

- 1.1 The Schedule of Prices shall be read in conjunction with the Conditions of Contract, Contract Data together with the Specifications and Drawings, if any.
- 1.2 The Contract shall be for the whole of the works as described in these Bidding Documents. Bids must be for the complete scope of works.

2. Description

- 2.1 The general directions and descriptions of works and materials are not necessarily repeated nor summarized in the Schedule of Prices. References to the relevant sections of the Bidding Documents shall be made before entering prices against each item in the Schedule of Prices.

3. Units & Abbreviations

- 3.1 Units of measurement, symbols and abbreviations expressed in the Bidding Documents shall comply with the System International d' Unites (SI Units).
-
-

(Note: The abbreviations to be used in the Schedule of Prices to be defined by the Executive Engineer, Buildings Division Thatta).

4. Rates and Prices

- 4.1 Except as otherwise expressly provided under the Conditions of Contract, the rates and amounts entered in the Schedule of Prices shall be the rates at which the Contractor shall be paid and shall be the full inclusive value of the works set forth or implied in the Contract; except for the amounts reimbursable, if any to the Contractor under the Contract.
- 4.2 Unless otherwise stipulated in the Contract Data, the premium, rates and prices entered by the bidder shall not be subject to adjustment during the performance of the Contract.
- 4.3 All duties, taxes and other levies payable by the Contractor shall be included in the rates and prices.

- 4.4 The whole cost of complying with the provisions of the Contract shall be included in the items provided in the Schedule of Prices, and where SCHEDULE - A TO BID no items are provided, the cost shall be deemed to be distributed among the rates and prices entered for the related items of the Works and no separate payment will be made for those items.

The rates, prices and amounts shall be entered against each item in the Schedule of Prices. Any item against which no rate or price is entered by the bidder will not be paid for by the **Executive Engineer, Buildings Division**, Thatta when executed and shall be deemed covered by the rates and prices for other items in the Schedule of Prices.

4.5

- a) The bidder shall be deemed to have obtained all information as to and all requirements related thereto which may affect the bid price.
- b) The Contractor shall be responsible to make complete arrangements for the transportation of the Plant to the Site.

*(Procuring Agency may modify as appropriate)

- 4.6 The Contractor shall provide for all parts of the Works to be completed in every respect. Notwithstanding that any details, accessories, etc. required for the complete installation and satisfactory operation of the Works, are not specifically mentioned in the Specifications, such details shall be considered as included in the Contract Price.

5. Bid Prices

5.1. Break-up of Bid Prices

The various elements of Bid Prices shall be quoted as detailed by the **Executive Engineer, Buildings Division**, in the format of Schedule of Prices. The bidder shall recognize such elements of the costs which he expects to incur the performance of the Works and shall include all such costs in the rates and amounts entered in the Schedule of Prices.

5.2. Total Bid Price

The total of bid prices in the Schedule of Prices shall be entered in the Summary of Bid Prices.

6. Provisional Sums and Day work

6.1. Provisional Sums included and so designated in the Schedule of Prices if any, shall be expended in whole or in part at the direction and discretion of the Engineer/ **Executive Engineer, Buildings Division**. The Contractor will only receive payment in respect of Provisional Sums, if he has been instructed by the Engineer/Procuring Agency to utilize such sums.

6.2 Day work rates in the contractor's bid are to be used for small additional amounts of work and only when the Engineer have given written instructions in advance for additional work to be paid for in that way.

SCHEDULE - A TO BID

Bill No.	Description	Total Amount (Rs)
	(A) Building Work	
1	Civil works	
2	Internal sanitary and water supply	
3	Water Supply	
4	External Development works	
5	Miscellaneous Items	
	(B) Road Work.	
1	Earthwork	
2	Hard Crust and Surface Treatment	
3	Culverts and Bridges	
4	Miscellaneous Items	
	(C) Public Health Engineering Works.	
1	Earthwork	
2	Subsurface Drains	
3	Pipe Laying and Man holes	
4	Tube wells, Pump houses	
5	Compound wall	
6	Miscellaneous Items	
	Total Bid Price (The amount to be entered in Paragraph 1 of the Form of Bid) (In words).	

**SCHEDULE A TO BID
SCHEDULE OF PRICES**

Sr #	Description	Qty	Unit Rate	Total
1 2 3	I. (Civil works)			
1 2 3	II. Internal sanitary and water supply.			
1 2 3	III. Electrification.			
1 2 3	IV. External Development works.			
1 2 3	V. Miscellaneous It			
<i>Total (to be carried to Summary of Bid Price) Add/ Deduct the percentage quoted above/below on the prices of items based on Composite Schedule of Rat</i>				

SCHEDULE - B TO BID

*SPECIFIC WORKS DATA

(To be prepared and incorporated by the Procuring Agency)

(Note: The **Executive Engineer, Buildings Division, shall spell out the information & data required to be filled out by the bidder and to furnish complementary information).*

WORKS TO BE PERFORMED BY SUBCONTRACTORS*

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)
--	--	--

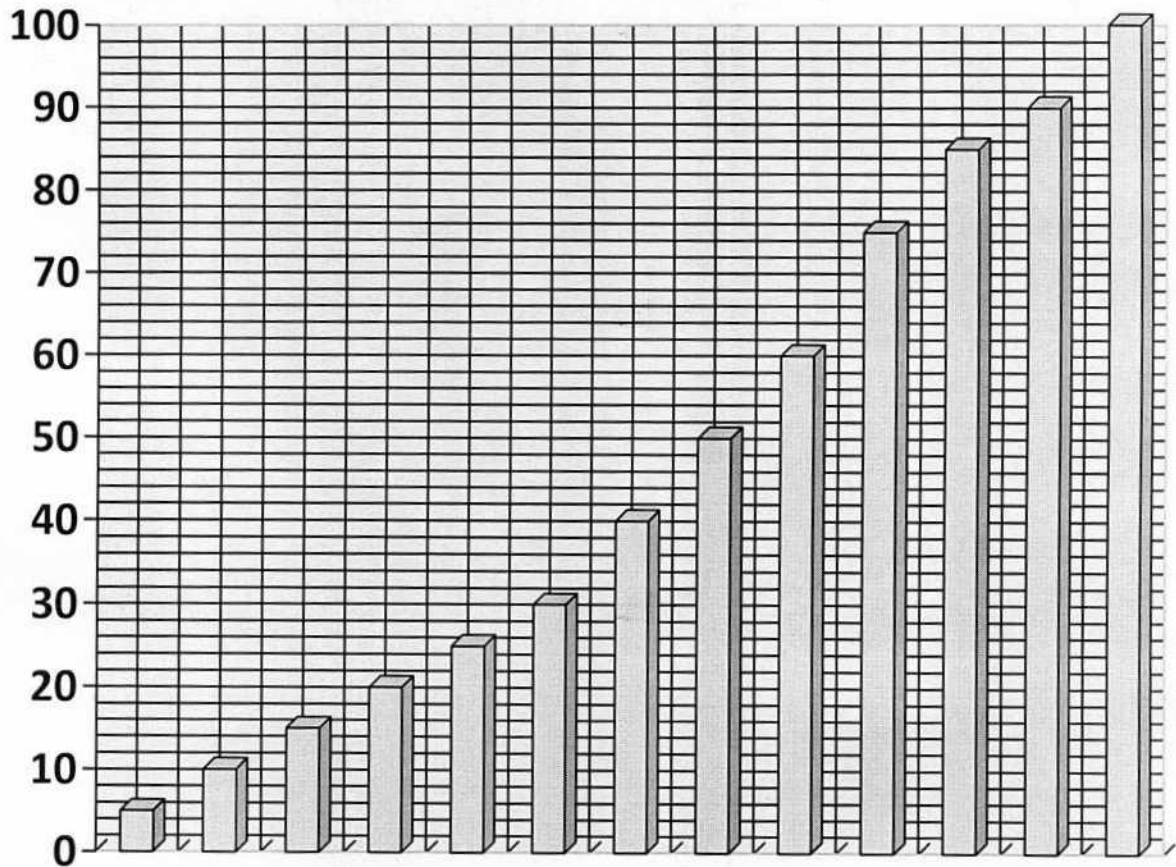
Note:

* The Executive Engineer, Buildings Division, 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 Executive Engineer, Buildings Division.
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.

SCHEDULE - D TO BID PROPOSED PROGRAMME OF WORKS

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.



SCHEDULE - E TO BID

METHOD OF PERFORMING WORKS

- 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.

(List attached)

- The procedure for installation of equipment and transportation of equipment and materials to the site.

(By own Names as per list at above)

- Organization chart indicating head office & field office personnel involved in management, supervision and engineering of the Works to be done under the Contract.

(Supervision attached)

**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: CONSTRUCTION OF ADMINISTRATION BLOCK DEPUTY COMMISSIONER
OFFICE DISTRICT THATTA @ MAKLI.

_____ 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.

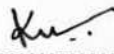
Without limiting the generality of the foregoing, [name of Contractor] represents and warrants that it has fully declared the brokerage, commission, fees etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly 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 Executive Engineer, Buildings Division, (PA) except that which has been expressly declared pursuant hereto.

_____ 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.

_____ 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 _____ 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.


EXECUTIVE ENGINEER
BUILDINGS DIVISION
THATTA

Contractor

Signature _____

Name _____

CONDITIONS OF CONTRACT

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CONDITIONS OF CONTRACT

1. GENERAL PROVISIONS

1.1 Definitions

In the Contract as defined below, the words and expressions defined shall have the following meanings assigned to them, except where the context requires otherwise:

The Contract

1.1.1 —Contract means the Contract Agreement and the other documents listed in the contract data.

1.1.2 —Specifications means the document as listed in the Contract Data, including **Executive Engineer, Buildings Division Thatta** requirements in respect of design to be carried out by the Contractor (if any), and any Variation to such document.

1.1.3 —Drawings means the **Executive Engineer, Buildings Division Thatta** drawings of the Works as listed in the Contract Data, and any Variation to such drawings.

Persons

1.1.4 **Executive Engineer, Buildings Division Thatta** means the person named in the Contract Data and the legal successors in title to this person, but not (except with the consent of the Contractor) any assignee.

1.1.5 Contractor means the person named in the Contract Data and the legal successors in title to this person, but not (except with the consent of the Procuring Agency) any assignee.

1.1.6 Party means either the **Executive Engineer, Buildings Division Thatta** or the Contractor.

Dates, Times and Periods

1.1.7 Commencement Date means the date fourteen (14) days after the date the Contract comes into effect or any other date named in the Contract Data.

1.1.8 Day means a calendar day

1.1.9 Time for Completion means the time for completing the Works as stated in the Contract Data (or as extended under Sub-Clause 7.3), calculated from the Commencement Date.

Money and Payments

1.1.10 Cost means all expenditure properly incurred (or to be incurred) by the Contractor, whether on or off the Site, including overheads and similar charges but does not include any allowance for profit.

Other Definitions

- 1.1.11 Contractor's Equipment means all machinery, apparatus and other things required for the execution of the Works but does not include Materials or Plant intended to form part of the Works.
- 1.1.12 Country means the Islamic Republic of Pakistan.
- 1.1.13 Procuring Agency's Risks means those matters listed in Sub-Clause 6.1.
- 1.1.14 Force Majeure means an event or circumstance which makes performance of a Party's obligations illegal or impracticable and which is beyond that Party's reasonable control.
- 1.1.15 Materials means things of all kinds (other than Plant) to be supplied and incorporated in the Works by the Contractor.
- 1.1.16 Plant means the machinery and apparatus intended to form or forming part of the Works.
- 1.1.17 Site means the places provided by the **Executive Engineer, Buildings Division Thatta** where the Works are to be executed, and any other places specified in the Contract as forming part of the Site.
- 1.1.18 Variation means a change which is instructed by the Engineer/ **Executive Engineer, Buildings Division Thatta** under Sub-Clause 10.1.
- 1.1.19 Works means any or all the works whether Supply, Installation, Construction etc. and design (if any) to be performed by the Contractor including temporary works and any variation thereof.
- 1.1.20 Engineer means the person notified by the **Executive Engineer, Buildings Division Thatta** to act as Engineer for the purpose of the Contract and named as such in Contract Data.

1.2. Interpretation

Words importing persons or parties shall include firms and organizations. Words importing singular or one gender shall include plural or the other gender where the context requires.

1.3 Priority of Documents

The documents forming the Contract are to be taken as mutually explanatory of one another. If an ambiguity or discrepancy is found in the documents, the priority of the documents shall be in accordance with the order as listed in the Contract Data.

1.4 Law

The law of the Contract is the relevant Law of Islamic Republic of Pakistan.

1.5 Communications

All Communications related to the Contract shall be in English language.

1.6 Statutory Obligations

The Contractor shall comply with the Laws of Islamic Republic of Pakistan and shall give all notices and pay all fees and other charges in respect of the Works.

2. THE PROCURING AGENCY

2.1 Provision of Site

The Executive Engineer, Buildings Division Thatta shall provide the Site and right of access thereto at the times stated in the Contract Data. Site Investigation Reports are those that were included in the bidding documents and are factual and interpretative reports about the surface and subsurface conditions at the Site.

2.2 Permits etc.

The Executive Engineer, Buildings Division Thatta shall, if requested by the Contractor, assist him in applying for permits, licenses or approvals which are required for the Works.

2.3 Engineer's/Procuring Agency's Instructions

The Contractor shall comply with all instructions given by the Procuring Agency or the Engineer, if notified by the Executive Engineer, Buildings Division Thatta, in respect of the Works including the suspension of all or part of the works.

2.4 Approvals

No approval or consent or absence of comment by the Engineer/ Executive Engineer, Buildings Division Thatta shall affect the Contractor's obligations.

3. ENGINEER'S/PROCURING AGENCY'S REPRESENTATIVES

3.1 Authorized Person

The Executive Engineer, Buildings Division Thatta shall appoint a duly authorized person to act for him and on his behalf for the purposes of this Contract. Such authorized person shall be duly identified in the Contract Data or otherwise notified in writing to the Contractor as soon as he is so appointed. In either case the Procuring Agency shall notify the Contractor, in writing, the precise scope of the authority of such authorized person at the time of his appointment.

3.2 Engineer's/ Executive Engineer, Buildings Division Thatta Representative The name and address of Engineer's/ Executive Engineer, Buildings Division Thatta Representative is given in Contract Data. However the Contractor shall be notified by the Engineer/ Executive Engineer, Buildings Division Thatta, the delegated duties and authority before the Commencement of works.

4. THE CONTRACTOR

4.1. General Obligations

The Contractor shall carry out the works properly and in accordance with the Contract. The Contractor shall provide all supervision, labour, Materials, Plant and Contractor's Equipment which may be required

4.2 Contractor's Representative

The Contractor shall appoint a representative at site on full time basis to supervise the execution of work and to receive instructions on behalf of the Contractor but only after obtaining the consent of the Executive Engineer, Buildings Division Thatta for such appointment which consent shall not be withheld without plausible reason(s) by the Executive Engineer, Buildings Division Thatta. Such authorized representative may be substituted/ replaced by the Contractor at any time during the Contract Period but only after obtaining the consent of the Procuring Agency as aforesaid.

4.3 Subcontracting

The Contractor shall not subcontract the whole of the works. The Contractor shall not subcontract any part of the works without the consent of the Executive Engineer, Buildings Division Thatta.

4.4 Performance Security

The Contractor shall furnish to the Procuring Agency within fourteen (14) days after receipt of Letter of Acceptance a Performance Security at the option of the bidder, in the form of Payee's order /Bank Draft or Bank Guarantee from scheduled bank for the amount and validity specified in Contract Data.

5. DESIGN BY CONTRACTOR

5.1 Contractor's Design

The Contractor shall carry out design to the extent specified, as referred to in the Contract Data. The Contractor shall promptly submit to the Engineer/ Executive Engineer, Buildings Division Thatta all designs prepared by him, within fourteen (14) days of receipt the Engineer/ Executive Engineer, Buildings Division Thatta shall notify any comments or, if the design submitted is not in accordance with the Contract, shall reject it stating the reasons. The Contractor shall not construct any element of the works designed by him within fourteen (14) days after the design has been submitted to the Engineer/ Executive Engineer, Buildings Division Thatta or which has been rejected. Design that has been rejected shall be promptly amended and re-submitted. The Contractor shall resubmit all designs commented on taking these comments into account as necessary.

5.2 Responsibility for Design

The Contractor shall remain responsible for his bided design and the design under this Clause, both of which shall be fit for the intended purposes defined in the Contract and he shall also remain responsible for any infringement of any patent or copyright in respect of the same. The Engineer/ **Executive Engineer, Buildings Division Thatta** shall be responsible for the Specifications and Drawings.

6. PROCURING AGENCY'S RISKS

6.1 The Executive Engineer, Buildings Division Thatta Risks

The Executive Engineer, Buildings Division Thatta Risks are:-

- a) War, hostilities (whether war be declared or not), invasion, act of foreign enemies, within the Country;
- b) Rebellion, terrorism, revolution, insurrection, military or usurped power or civil war, within the Country;
- c) Riot, commotion or disorder by persons other than the Contractor's personnel and other employees including the personnel and employees of Sub-Contractors, affecting the Site and/or the Works;
- d) Ionizing radiations, or contamination by radio-activity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radio-active toxic explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component of such an assembly, except to the extent to which the Contractor/Sub-Contractors may be responsible for the use of any radio-active material;
- e) Pressure waves caused by aircraft or other aerial devices traveling at sonic or supersonic speeds;
- f) Use or occupation by the **Executive Engineer, Buildings Division Thatta** of any part of the Works, except as may be specified in the Contract;
- g) Late handing over of sites, anomalies in drawings, late delivery of designs and drawings of any part of the Works by the Procuring Agency's personnel or by others for whom the Procuring Agency is responsible;
- h) A suspension under Sub-Clause 2.3 unless it is attributable to the Contractor's failure; and Physical obstructions or physical conditions other than climatic conditions, encountered on the Site during the performance of the Works, for which the Contractor immediately notified to the **Executive Engineer, Buildings Division Thatta** and accepted by the Procuring Agency.

7. TIME FOR COMPLETION

7.1 Execution of the Works

The Contractor shall commence the Works on the Commencement Date and shall proceed expeditiously and without delay and shall complete the Works, subject to Sub-Clause 7.3 below, within the Time for Completion.

7.2 Programme

Within the time stated in the Contract Data, the Contractor shall submit to the Engineer/ **Executive Engineer, Buildings Division Thatta** a programme for the Works in the form stated in the Contract Data.

7.3 Extension of Time

The Contractor shall, within such time as may be reasonable under the circumstances, notify the **Executive Engineer, Buildings Division Thatta**/Engineer of any event(s) falling within the scope of Sub-Clause 6.1 or 10.3 of these Conditions of Contract and request the **Executive Engineer, Buildings Division Thatta**/Engineer for a reasonable extension in the time for the completion of works. Subject to the aforesaid, the **Executive Engineer, Buildings Division Thatta**/Engineer shall determine such reasonable extension in the time for the completion of works as may be justified in the light of the details/particulars supplied by the Contractor in connection with the such determination by the **Executive Engineer, Buildings Division Thatta**/Engineer within such period as may be prescribed by the **Executive Engineer, Buildings Division Thatta** /Engineer for the same; and the Procuring Agency may extend the time for completion as determined.

7.4 Late Completion

If the Contractor fails to complete the Works within the Time for Completion, the Contractor's only liability to the **Executive Engineer, Buildings Division Thatta** for such failure shall be to pay the amount as liquidity damages stated in the Contract Data for each day for which he fails to complete the Works.

8. TAKING-OVER

8.1 Completion

The Contractor may notify the Engineer/ **Executive Engineer, Buildings Division Thatta** when he considers that the Works are complete.

8.2 Taking-Over Notice

Within fourteen (14) days of the receipt of the said notice of completion from the Contractor the **Executive Engineer, Buildings Division Thatta**/Engineer shall either takeover the completed works and issue a Certificate of Completion to that effect or shall notify the Contractor his reasons for not taking-over the works. While issuing the Certificate of Completion as aforesaid, the **Executive Engineer, Buildings Division Thatta**/Engineer may identify any outstanding items of work which the Contractor shall undertake during the Maintenance Period.

9. REMEDYING DEFECTS

9.1 Remedying Defects

The Contractor shall for a period stated in the Contract Data from the date of issue of the Certificate of Completion carry out, at no cost to the **Executive Engineer, Buildings Division Thatta**, repair and rectification work which is necessitated by the earlier execution of poor quality of work or use of below specifications material in the execution of Works and which is so identified by the **Executive Engineer, Buildings Division Thatta/Engineer** in writing within the said period. Upon expiry of the said period, and subject to the Contractor's faithfully performing his aforesaid obligations, the **Executive Engineer, Buildings Division Thatta/Engineer** shall issue a Maintenance Certificate whereupon all obligations of the Contractor under this Contract shall come to an end.

Failure to remedy any such defects or complete outstanding work within a reasonable time shall entitle the **Executive Engineer, Buildings Division Thatta** to carry out all necessary works at the Contractor's cost. However, the cost of remedying defects not attributable to the Contractor shall be valued as a Variation.

9.2 Uncovering and Testing

The Engineer/ **Executive Engineer, Buildings Division Thatta** may give instruction as to the uncovering and/or testing of any work. Unless as a result of an uncovering and/or testing it is established that the Contractor's design, materials, plant or workmanship are not in accordance with the Contract, the Contractor shall be paid for such uncovering and/or testing as a Variation in accordance with Sub-Clause 10.2.

10. VARIATIONS AND CLAIMS

10.1 Right to Vary

The Procuring Agency/Engineer may issue Variation Order(s) in writing. Where for any reason it has not been possible for the **Executive Engineer, Buildings Division Thatta/Engineer** to issue such Variations Order(s), the Contractor may confirm any verbal orders given by the **Executive Engineer, Buildings Division Thatta/Engineer** in writing and if the same are not refuted/denied by the **Executive Engineer, Buildings Division Thatta/Engineer** within ten (10) days of the receipt of such confirmation the same shall be deemed to be a Variation Orders for the purposes of this Sub-Clause.

10.2. Valuation of Variations

Variations shall be valued as follows:

- a) At a lump sum price agreed between the Parties, or
- b) Where appropriate, at rates in the Contract, or
- c) In the absence of appropriate rates, the rates in the Contract shall be used as the basis for valuation, or failing which at appropriate new rates, as may be agreed or which the Engineer/ **Executive Engineer, Buildings Division Thatta** considers appropriate, or.

- d) If the Engineer/ **Executive Engineer, Buildings Division Thatta** so instructs, at day work rates set out in the Contract Data for which the Contractor shall keep records of hours of labour and Contractor's Equipment, and of Materials, used.

10.3 Changes in the Quantities.

- a) If the final quantity of the work done differs from the quantity in the Bill of Quantities for the particular item by more than 25 percent, provided the change exceeds 1 percent of the Initial Contract Price, the **Executive Engineer, Buildings Division Thatta**/Engineer shall adjust the rate to allow for the change and will be valued as per sub clause 10.2.
- b) The Engineer shall not adjust rates from changes in quantities if thereby the Initial Contract Price is exceeded by more than 15 percent, except with the prior approval of the Procuring Agency.
- c) If requested by the Engineer, the contractor shall provide the Engineer with a detailed cost breakdown of any rate in the Bill of Quantities.

10.4 Early Warning

The Contractor shall notify the Engineer/ **Executive Engineer, Buildings Division Thatta** in writing as soon as he is aware of any circumstance which may delay or disrupt the Works, or which may give rise to a claim for additional payment.

To the extent of the Contractor's failure to notify, which results to the Engineer/ **Executive Engineer, Buildings Division Thatta** being unable to keep all relevant records or not taking steps to minimize any delay, disruption, or Cost, or the value of any Variation, the Contractor's entitlement to extension of the Time for Completion or additional payment shall be reduced/rejected.

10.5 Valuation of Claims

If the Contractor incurs Cost as a result of any of the **Executive Engineer, Buildings Division Thatta** Risks, the Contractor shall be entitled to the amount of such Cost. If as a result of any Procuring Agency's Risk, it is necessary to change the Works, this shall be dealt with as a Variation subject to Contractor's notification for intention of claim to the Engineer/ **Executive Engineer, Buildings Division Thatta** within fourteen (14) days of the occurrence of cause.

10.6 Variation and Claim Procedure

The Contractor shall submit to the Engineer/ **Executive Engineer, Buildings Division Thatta** an itemized detailed breakdown of the value of variations and claims within twenty eight (28) days of the instruction or of the event giving rise to the claim. The Engineer/Procuring Agency shall check and if possible agree the value. In the absence of agreement, the Procuring Agency shall determine the value.

- d) If the Engineer/ **Executive Engineer, Buildings Division Thatta** so instructs, at day work rates set out in the Contract Data for which the Contractor shall keep records of hours of labour and Contractor's Equipment, and of Materials, used.

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- a) If the final quantity of the work done differs from the quantity in the Bill of Quantities for the particular item by more than 25 percent, provided the change exceeds 1 percent of the Initial Contract Price, the **Executive Engineer, Buildings Division Thatta**/Engineer shall adjust the rate to allow for the change and will be valued as per sub clause 10.2.
- b) The Engineer shall not adjust rates from changes in quantities if thereby the Initial Contract Price is exceeded by more than 15 percent, except with the prior approval of the Procuring Agency.
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The Contractor shall notify the Engineer/ **Executive Engineer, Buildings Division Thatta** in writing as soon as he is aware of any circumstance which may delay or disrupt the Works, or which may give rise to a claim for additional payment.

To the extent of the Contractor's failure to notify, which results to the Engineer/ **Executive Engineer, Buildings Division Thatta** being unable to keep all relevant records or not taking steps to minimize any delay, disruption, or Cost, or the value of any Variation, the Contractor's entitlement to extension of the Time for Completion or additional payment shall be reduced/rejected.

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10.6 Variation and Claim Procedure

The Contractor shall submit to the Engineer/ **Executive Engineer, Buildings Division Thatta** an itemized detailed breakdown of the value of variations and claims within twenty eight (28) days of the instruction or of the event giving rise to the claim. The Engineer/Procuring Agency shall check and if possible agree the value. In the absence of agreement, the Procuring Agency shall determine the value.

11. CONTRACT PRICE AND PAYMENT

11.1 (a) Terms of Payments

The amount due to the Contractor under any Interim Payment Certificate issued by the Engineer pursuant to this Clause, or to any other terms of the Contract, shall, subject to Clause 11.3, be paid by the **Executive Engineer, Buildings Division Thatta** to the Contractor within 30 days after such Interim Payment Certificate has been jointly verified by **Executive Engineer, Buildings Division Thatta** and Contractor, or, in the case of the Final Certificate referred to in Sub Clause 11.5, within 60 days after such Final Payment Certificate has been jointly verified by Procuring Agency and Contractor;

Provided that the Interim Payment shall be caused in thirty (30) days and Final Payment in 60 days in case of foreign funded project. In the event of the failure of the Procuring Agency to make payment within 90 days then **Executive Engineer, Buildings Division Thatta** shall pay to the Contractor compensation at the 28 days rate of KIBOR+2% per annum in local currency and LIBOR+1% for foreign currency, upon all sums unpaid from the date by which the same should have been paid.

(b) Valuation of the Works

The Works shall be valued as provided for in the Contract Data, subject to Clause 10.

11.2 Monthly Statements

The Contractor shall be entitled to be paid at monthly intervals:

- a) the value of the Works executed less to the cumulative amount paid previously; and
- b) Value of secured advance on the materials and valuation of variations (if any).

The Contractor shall submit each month to the Engineer/ **Executive Engineer, Buildings Division Thatta** a statement showing the amounts to which he considers himself entitled.

11.3 Interim Payments

Within a period not exceeding seven (07) days from the date of submission of a statement for interim payment by the Contractor, the Engineer shall verify the same and within a period not exceeding thirty (30/60) days from the said date of submission by the Contractor, the **Executive Engineer, Buildings Division Thatta** shall pay to the Contractor the sum subject to adjustment for deduction of the advance payments and retention money.

11.4 Retention

Retention money shall be paid by the **Executive Engineer, Buildings Division Thatta** to the Contractor within fourteen (14) days after either the expiry of the period stated in the Contract Data, or the remedying of notified defects, or the completion of outstanding work, all as referred to in Sub-Clause 9.1, whichever is the later.

11.5 Final Payment

Within twenty one (21) days from the date of issuance of the Maintenance Certificate the Contractor shall submit a final account to the Engineer to verify and the Engineer shall verify the same within fourteen (14) days from the date of submission and forward the same to the **Executive Engineer, Buildings Division Thatta** together with any documentation reasonably required to enable the **Executive Engineer, Buildings Division Thatta** to ascertain the final contract value.

Within sixty (60) days from the date of receipt of the verified final account from the Engineer, the **Executive Engineer, Buildings Division Thatta** shall pay to the Contractor any amount due to the Contractor. While making such payment the **Executive Engineer, Buildings Division Thatta** may, for reasons to be given to the Contractor in writing, withhold any part or parts of the verified amount.

11.6 Currency

Payment shall be in the currency stated in the Contract Data.

12. DEFAULT

12.1 Defaults by Contractor

If the Contractor abandons the Works, refuses or fails to comply with a valid instruction of the Engineer/ **Executive Engineer, Buildings Division Thatta** or fails to proceed expeditiously and without delay, or is, despite a written complaint, in breach of the Contract, the Procuring Agency may give notice referring to this Sub-Clause and stating the default.

If the Contractor has not taken all practicable steps to remedy the default within fourteen (14) days after receipt of the **Executive Engineer, Buildings Division Thatta** notice, the **Executive Engineer, Buildings Division Thatta** may by a second notice given within a further twenty one (21) days, terminate the Contract. The Contractor shall then demobilize from the Site leaving behind any Contractor's Equipment which the **Executive Engineer, Buildings Division Thatta** instructs, in the second notice, to be used for the completion of the Works at the risk and cost of the Contractor.

12.2. Defaults by **Executive Engineer, Buildings Division Thatta**

If the **Executive Engineer, Buildings Division Thatta** fails to pay in accordance with the Contract, or is, despite a written complaint, in breach of the Contract, the Contractor may give notice referring to this Sub-Clause and stating the default. If the default is not remedied within fourteen (14) days after the **Executive Engineer, Buildings Division Thatta** receipt of this notice, the Contractor may suspend the execution of all or parts of the Works.

If the default is not remedied within twenty eight (28) days after the **Executive Engineer, Buildings Division Thatta** receipt of the Contractor's notice, the Contractor may by a second notice given within a further twenty one (21) days, terminate the Contract. The Contractor shall then demobilize from the Site.

12.3 Insolvency

If a Party is declared insolvent under any applicable law, the other Party may by notice terminate the Contract immediately. The Contractor shall then demobilize from the site leaving behind, in the case of the Contractor's insolvency, any Contractor's Equipment which the **Executive Engineer, Buildings Division Thatta** instructs in the notice is to be used for the completion of the Works.

12.4 Payment upon Termination

After termination, the Contractor shall be entitled to payment of the unpaid balance of the value of the works executed and of the Materials and Plant reasonably delivered to the site, adjusted by the following:

- a) Any sums to which the Contractor is entitled under Sub-Clause 10.4,
- b) Any sums to which the **Executive Engineer, Buildings Division Thatta** is entitled,
- c) If the **Executive Engineer, Buildings Division Thatta** has terminated under Sub-Clause 12.1 or 12.3, the **Executive Engineer, Buildings Division Thatta** shall be entitled to a sum equivalent to twenty percent (20%) of the value of parts of the Works not executed at the date of the termination, and
- d) If the Contractor has terminated under Sub-Clause 12.2 or 12.3, the Contractor shall be entitled to the cost of his demobilization together with a sum equivalent to ten percent (10%) of the value of parts of the works not executed at the date of termination.

The net balance due shall be paid or repaid within twenty eight (28) days of the notice of termination.

13. RISKS AND RESPONSIBILITIES

13.1 Contractor's Care of the Works

Subject to Sub-Clause 9.1, the Contractor shall take full responsibility for the care of the Works from the Commencement Date until the date of the **Executive Engineer, Buildings Division Thatta** /Engineer's issuance of Certificate of Completion under Sub-Clause 8.2. Responsibility shall then pass to the Procuring Agency. If any loss or damage happens to the Works during the above period, the Contractor shall rectify such loss or damage so that the Works conform with the Contract.

Unless the loss or damage happens as a result of any of the **Executive Engineer, Buildings Division Thatta** Risks, the Contractor shall indemnify the **Executive Engineer, Buildings Division Thatta**, or his agents against all claims loss, damage and expense arising out of the Works.

13.2 Force Majeure

If Force Majeure occurs, the Contractor shall notify the Engineer/ Executive Engineer, Buildings Division Thatta immediately. If necessary, the Contractor may suspend the execution of the Works and, to the extent agreed with the Procuring Agency demobilize the Contractor's Equipment.

If the event continues for a period of eighty four (84) days, either Party may then give notice of termination which shall take effect twenty eight (28) days after the giving of the notice.

After termination, the Contractor shall be entitled to payment of the unpaid balance of the value of the Works executed and of the Materials and Plant reasonably delivered to the Site, adjusted by the following:

- a) Any sums to which the Contractor is entitled under Sub-Clause 10.4,
- b) The cost of his demobilization, and
- c) Less any sums to which the Procuring Agency is entitled.

The net balance due shall be paid or repaid within thirty five (35) days of the notice of termination.

14. INSURANCE

14.1 Arrangements

The Contractor shall, prior to commencing the Works, effect insurances of the types, in the amounts and naming as insured the persons stipulated in the Contract Data except for items (a) to (e) and (i) of the Executive Engineer, Buildings Division Thatta Risks under Sub-Clause 6.1. The policies shall be issued by insurers and in terms approved by the Procuring Agency. The Contractor shall provide the Engineer/ Executive Engineer, Buildings Division Thatta with evidence that any required policy is in force and that the premiums have been paid.

14.2 Default

If the Contractor fails to effect or keep in force any of the insurances referred to in the previous Sub-Clause, or fails to provide satisfactory evidence, policies or receipts, the Procuring Agency may, without prejudice to any other right or remedy, effect insurance for the cover relevant to such as a default and pay the premiums due and recover the same plus a sum in percentage given in Contractor Data from any other amounts due to the Contractor.

15. RESOLUTION OF DISPUTES

15.1 Engineer's Decision

If a dispute of any kind whatsoever arises between the **Executive Engineer, Buildings Division Thatta** and the Contractor in connection with the works, the matter in dispute shall, in the first place, be referred in writing to the Engineer, with a copy to the other party. Such reference shall state that it is made pursuant to this Clause. No later than the twenty eight (28) days after the day on which he received such reference, the Engineer shall give notice of his decision to the **Executive Engineer, Buildings Division Thatta** (Superintending Engineer) and the Contractor. Unless the Contract has already been repudiated or terminated, the Contractor shall, in every case, continue to proceed with the work with all due diligence, and the Contractor and the **Executive Engineer, Buildings Division Thatta** (Superintending Engineer) shall give effect forthwith to every such decision of the Engineer unless and until the same shall be revised, as hereinafter provided in an arbitral award.

15.2 Notice of Dissatisfaction

If a Party is dissatisfied with the decision of the Engineer of consultant or if no decision is given within the time set out in Sub-Clause 15.1 here above, the Party may give notice of dissatisfaction referring to this Sub-Clause within fourteen (14) days of receipt of the decision or the expiry of the time for the decision. If no notice of dissatisfaction is given within the specified time, the decision shall be final and binding on the Parties. If notice of dissatisfaction is given within the specified time, the decision shall be binding on the Parties who shall give effect to it without delay unless and until the decision of the Engineer is revised by an arbitrator.

If a contractor is dissatisfied with the decision of the Engineer of the department or decision is not given in time then he can approach Superintending Engineer within 14 days, in case of dissatisfaction with decision of Superintending Engineer or not decided within 28 days, then arbitration process would be adopted as per clause 15.3.

15.3 Arbitration

A dispute which has been the subject of a notice of dissatisfaction shall be finally settled as per provisions of Arbitration Act 1940 (Act No. X of 1940) and Rules made there under and any statutory modifications thereto. Any hearing shall be held at the place specified in the Contract Data and in the language referred to in Sub-Clause 1.5.

16 INTEGRITY PACT

16.1 If the Contractor or any of his Sub-Contractors, agents or servants is found to have violated or involved in violation of the Integrity Pact signed by the Contractor as Schedule-F to his Bid, then the Procuring Agency shall be entitled to:

- (a) Recover from the Contractor an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by the Contractor or any of his Sub-Contractors, agents or servants;

- (b) Terminate the Contract; and
- (c) Recover from the Contractor any loss or damage to the **Executive Engineer, Buildings Division Thatta** as a result of such termination or of any other corrupt business practices of the Contractor or any of his Sub-Contractors, agents or servants.

On termination of the Contract under Sub-Para (b) of this Sub-Clause, the Contractor shall demobilize from the site leaving behind Contractor's Equipment which the Procuring Agency instructs, in the termination notice, to be used for the completion of the works at the risk and cost of the Contractor. Payment upon such termination shall be made under Sub-Clause 12.4, in accordance with Sub-Para (c) thereof, after having deducted the amounts due to the **Executive Engineer, Buildings Division Thatta** under Sub-Para (a) and (c) of this Sub-Clause.

CONTRACT DATA

(Note: Except where otherwise indicated, all Contract Data should be filled in by the Executive Engineer, Buildings Division Thatta prior to issuance of the Bidding Documents.)

Sub-Clauses of Conditions of Contract

1.1.3 Executive Engineer, Buildings Division Thatta Drawings, if any
(To be listed by the Executive Engineer, Buildings Division Thatta)

1.1.4 The Procuring Agency means
Executive Engineer, Buildings Division Thatta

1.1.5 The Contractor means

1.1.7 Commencement Date means the date of issue of Engineer's Notice to Commence which shall be issued within fourteen (14) days of the signing of the Contract Agreement.

1.1.9 Time for Completion **24 - Months.**
(The time for completion of the whole of the Works should be assessed by the Executive Engineer, Buildings Division Thatta)

1.1.20 Engineer (mention the name along with the designation including whether he belongs to department or consultant) and other details
Executive Engineer, Buildings Division Thatta.

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

- (a) The Contract Agreement
- (b) Letter of Acceptance
- (c) The completed Form of Bid
- (d) Contract Data
- (e) Conditions of Contract
- (f) The completed Schedules to Bid including Schedule of Prices
- (g) The Drawings, if any
- (h) The Specifications
- (i) _____
- (j) _____

(The Executive Engineer, Buildings Division Thatta may add, in order of priority, such other documents as form part of the Contract. Delete the document, if not applicable)

2.1 Provision of Site: On the Commencement Date

3.1 Authorized person: **Assistant Engineer Building Sub-Division Thatta.**

3.2 Name and address of Engineer's/ Executive Engineer, Buildings Division Thatta representative Mr. _____
Assistant Engineer Building Sub-Division Thatta.

4.4 Performance Security:

Amount: **Security Deposit 4%**

Validity _____

(Form: As provided under Standard Forms of these Documents)

5.1 Requirements for Contractor's design (if any):

Specification Clause No's _____

7.2 Programme:

Time for submission: Within fourteen (14) days* of the Commencement Date.

Form of Programme: **attached** (Bar Chart/CPM/PERT or other)

7.4- Amount payable due to failure to complete shall be 1% per day up to a maximum of (10%) of sum stated in the Letter of Acceptance (Usually the liquidated damages are set between 0.05 percent and 0.10 percent per day).

7.5 Early Completion

In case of earlier completion of the Work, the Contractor is entitled to be paid bonus up-to limit and at a rate equivalent to 50% of the relevant limit and rate of liquidated damages stated in the contract data.

9.1 Period for remedying defects

15 Days as per under of defects.

10.2 (e) Variation procedures:

Day work rates _____
_____ (details)

11.1 Terms of Payments

a) Mobilization Advance

(1) Mobilization Advance up to 10 % of the Contract Price stated in the Letter of Acceptance shall be paid by the **Executive Engineer, Buildings Division Thatta** to the Contractor on the works costing Rs.2.5 million or above on following conditions:

- a) On submission by the Contractor of a Mobilization Advance Guarantee for the full amount of the Advance in the specified form from a Scheduled Bank in Pakistan to the **Executive Engineer, Buildings Division Thatta**;
- b) Contractor will pay interest on the mobilization advance at the rate of 10% per annum on the advance; and

- c) This Advance including the interest shall be recovered in 5 equal installments from the five (05) R.A bills and in case the number of bills is less than five (05) then 1/5th of the advance inclusive of the interest thereon shall be recovered from each bill and the balance together with interest be recovered from the final bill. It may be insured that there is sufficient amount in the final bill to enable recovery of the Mobilization Advance.

OR

Secured Advance on Materials

- (a) The Contractor shall be entitled to receive from the Executive Engineer, **Buildings Division Thatta** Secured Advance against an INDENTURE BOND in P W Account Form No. 31(Fin. R. Form No. 2 acceptable to the Procuring Agency of such sum as the Engineer may consider proper in respect of non-perishable materials brought at the Site but not yet incorporated in the Permanent Works provided that:
- (i) The materials are in accordance with the Specifications for the Permanent Works;
 - (ii) Such materials have been delivered to the Site and are properly stored and protected against loss or damage or deterioration to the satisfaction and verification of the Engineer but at the risk and cost of the Contractor;
 - (iii) The Contractor's records of the requirements, orders, receipts and use of materials are kept in a form approved by the Engineer, and such records shall be available for inspection by the Engineer;
 - (iv) The Contractor shall submit with his monthly statement the estimated value of the materials on Site together with such documents as may be required by the Engineer for the purpose of valuation of materials and providing evidence of ownership and payment therefore;
 - (v) Ownership of such materials shall be deemed to vest in the Procuring Agency and these materials shall not be removed from the Site or otherwise disposed of without written permission of the Procuring Agency;
 - (vi) The sum payable for such materials on Site shall not exceed 75 % of the (i) landed cost of imported materials, or (ii) ex-factory / ex-warehouse price of locally manufactured or produced materials, or (iii) market price of stands other materials;
 - (vii) Secured Advance should not be allowed unless & until the previous advance, if any, fully recovered;
 - (viii) Detailed account of advances must be kept in part II of running account bill; and
 - (ix) Secured Advance may be permitted only against materials/quantities anticipated to be consumed / utilized on the work within a period of 3 months from the date of issue of secured advance and definitely not for full quantities of materials for the entire work/contract
- (b) Recovery of Secured Advance:
- i. Secured Advance paid to the Contractor under the above provisions shall be effected from the monthly payments on actual consumption basis, but not later than period specified in the rules not more than three months (even if unutilized); other conditions.

- ii. As recoveries are made the outstanding accounts of the items concerned in Part II should be reduced by making deduction entries in the column; —deduct quantity utilized in work measured since previous bill, equivalent to the quantities of materials used by the contractor on items of work shown as executed in part I of the bill.
- (c) Interim payments: The Contractor shall submit to the Engineer monthly statements of the estimated value of the work completed less the cumulative amount certified previously.
 - I. The value of work completed comprises the value of the quantities of the items in the Bill of Quantities completed.
 - II. Value of secured advance on the materials and valuation of variations (if any).
 - III. Engineer may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.
 - IV. Retention money and other advances are to be recovered from the bill submitted by contractor.

11.2 *(a) Valuation of the Works:

- i) Lump sum price _____ (details), or
- ii) Lump sum price with schedules of rates _____ (details), or
- iii) Lump sum price with bill of quantities _____ (details), or
- iv) Re-measurement with estimated/bid quantities in the Schedule of Prices or on premium above or below quoted on the rates mentioned in CSR _____ (details), or/ and
- v) Cost reimbursable _____ (details)

11.3 Percentage of retention*: five (5%)

11.6 Currency of payment: Pak. Rupees

14.1 Insurances: (Procuring Agency may decide, keeping in view the nature and the scope of the work)

Type of cover
The Works
Amount of cover

The sum stated in the Letter of Acceptance plus fifteen percent (15%)

Type of cover
Contractor's Equipment:
Amount of cover

Full replacement cost

Type of cover
Third Party-injury to persons and damage to property

(The minimum amount of third party insurance should be assessed by the Procuring Agency and entered).

Workers:

Other cover*:

(In each case name of insured is Contractor and Procuring Agency)

14.2 Amount to be recovered
Premium plus _____ percent (____ %).

15.3 Arbitration**
Place of Arbitration: _____

* (Procuring Agency to specify as appropriate)

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

STANDARD FORMS

(Note: Standard Forms provided in this document for securities are to be issued by a bank. In case the bidder chooses to issue a bond for accompanying his bid or performance of contract or receipt of advance, the relevant format shall be tailored accordingly without changing the spirit of the Forms of securities).

Name of Work: -

Construction of Administration Block of Deputy Commissioner Office District Thatta @
Makli.SCHEDULE B

<u>S. #</u>	<u>ITEM OF WORK</u>	<u>QTY:</u>	<u>RATE</u>	<u>UNIT</u>	<u>AMOUNT</u>
<u>SCHEDULE ITEM</u>					
1	Excavation in hard rock requiring blasting but blasting prohibited & disposal of excavated material up to 50 ft lead i/c dressing & leveling to designed section etc complete. (S.I # 2, Page # 7-b).				
		TOTAL =	5,238.0	Cft	25936 %0, Cft 135,853
2	Cement Concrete brick or stone ballast 1-1/2" to 2" guage ratio 1:4:8 (S.I.No.4b/P-15)				
		TOTAL =	918.00	Cft	9416.28 %, Cft 86,441
3	Cement Concrete brick or stone ballast 1-1/2" to 2" guage ratio 1:5:10 (S.I.No.4b/P-15)				
		TOTAL =	1,360.75	Cft	8594.95 %, Cft 116,956
4	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 the exposed surface (including screening and washing of shingle (a) R.C.C work in roof slab, beams, columns, rafts, lintels and other structural members laid in situ or precast laid in position. Complete in all respects (i) Ratio 1:2:4 90 lbs. (S.I.No. 6(a)/C-4)				
		TOTAL =	5,183.74	Cft	337.00 P. Cft 1,746,920
5	Fabrication of Tor steel reinforcement for cement concrete including cutting, bending, laying in position, making joints and fastening including cost of binding wire (also includes removal of rust from bars. (S.I.No. 7(b)/C-4)				
		TOTAL =	277.70	Cwt	5,001.70 P.Cwt 1,388,974
6	Erection and remval of centering for R.C.C or plain cement concrete works of partial wood (2ns class) (ii) vertical)				
		TOTAL =	2,592.00	Cft	3127.41 %, Cft 81,062
7	Cement concrete (1:3:6) plain including placing, compacting, finishing and curing complete (including screening and washing of stone aggregate without shuttering) (S.I.No. 5(h)/C-4)				
		TOTAL =	1,621.10	Cft	12,595 %, Cft 204,178
8	Filling watering and ramming earth in floor with surplus earth from foundation lead upto one chain and left upto 5 feet (S.I.No.21 P-5)				
		TOTAL =	3,492.00	Cft	1512.5 %0, Cft 5,282
9	Filling watering and ramming earth in floor with new earth excavated from outside lead upto one chain and left upto 5 feet (S.I.No.22 P-5).				
		TOTAL =	5,443.00	Cft	3,630.00 %0, Cft 19,758

S. #	ITEM OF WORK	QTY:	RATE	UNIT	AMOUNT
10	P/L 1:3:6 cement concrete solid block masonry wall 6" above in thickness set in 1:6 cement mortar in G.Floor Super structure in/c racking out joint and curing etc complete (S.I.NO.23/P-19)				
	TOTAL	=	1,845.88 Cft	14621.44 %, Cft	269,895
11	P/F G.I frames / Chowkats of size 7"x2" or 4-1/2" x 3" for doors using 20 gauge G.I. sheet i/c welded hinges and fixing at site with necessary hold fasts filling with cement sand slurry of ratio 1:6 and repairing the jambs. The cost also i/c all carriage tools and plants used making and fixing.(S.I.No: 29/P-93)				
	TOTAL	=	161.50 Rft	228.90 P.Rft	36,967
12	Cement Plaster 1:4 up to 12 feet height, 3/4"thick.(S.I No.13-C P-52).				
	TOTAL	=	7,064.10 Sft	3,075.76 %, Sft	217,275
13	First class deodar wood wrought joinery in doors and windows etc fixed in position in/c chowkhast hold fasts hings, iron tower bolts chocks cleats handles and cords with hooks etc (S.I.No.7 P-58). (Only shutters).				
	TOTAL	=	241.88 Sft	902.93 P.Sft	218,396
15	Laying floors of approved with glazed tiles 1/4" thick in white cement 1:2 over 3/4" thick cement mortar 1:2. (S.I.NO.24/P-43)				
	TOTAL	=	200.80 Sft	27,678.86 %, Sft	55,578
16	White glazed tiles 1/4" thick dado jointed in white cement and laid over 1:2 cement sand mortar 3/4" thick in/c finishing (S.I.NO.37/P-45)				
	TOTAL	=	299.02 Sft	28,253.61 %, Sft	84,484
17	Providing & laying tiles glazed 6" x 6" x 1/4" on floor or wall facing in required colour and pattern of STILE specification jointed in white cement and pigment over a base of 1:2 grey cement and pigment over a base of 1:2 grey cement mortar 3/4" thick in/c washing and filling of joints with salurry of white cement and pigment in desired shape with finishing cleaning and cost of wax polish etc complete in/c cutting tiles to proper profile. (S.I.No.60 P-47)				
	TOTAL	=	3,567.60 Sft	30,509.77 %, Sft	1,088,467
18	S/F in position Aluminium channels framing for hinged doors or Alcop made with 5mm thick tinted glass glazing (belgium) and Alpha (Japan) Locks in/c handles stoppers etc. (S.I.No.83 P-114)				
	TOTAL	=	270 Sft	1507.66 P. Sft	406,314
19	Supplying & Fixing in position Aluminium channels framing for sliding windows & ventilators of Alcop made with 5mm thick tinted glass glazing (Belgium) & Aluminium fly screen i/c handles stoppers & locking arrangement etc complete. (S.I.No: 84, (b), Page No: 108).				
	TOTAL	=	324 Sft	1647.69 P. Sft	533,852
20	Supplying & Fixing in position Aluminium Channels framing for sliding windows & ventilators of Alcop made with 5mm thick tinted glass glazing (belgium) etc Complete (S.I.NO.85 P-108)				

S. #	ITEM OF WORK	QTY:	RATE	UNIT	AMOUNT
		TOTAL =	270 Sft	1449.69 P. Sft	391,416
21	S/F in position iron / steel grill of 3/4" x 1/4" size flate iron of approved design . in/c painting 3 coats etc complete (wt. not less then 3.7lbs of finsihing grill) (S.I.NO.26 /P-93)	TOTAL =	405.00 Sft	180.50 P.Sft	73,103
22	P/L C C topping cement concrete 1:2:4 in/c surface finishing and dividing into pannels pannels (S.I.No.16d P-42). 2" Thick	TOTAL =	3,828.00 Sft	3,275.50 %, Sft	125,386
23	Two coats of bitumen laid hot using 34 lbs for % Sft over roof and blinded with sand @ 1 Cft per % Sft. (S.I.No. 13/P-7)	TOTAL =	3,828.00 Sft	1887.4 %, Sft	72,250
24	Primary coat of chalk under distemper. (S.I.No.23,P.54).	TOTAL =	12,430.04 Sft	442.75 %, Sft	55,034
25	White washing 03-Coats (S.I No 26 (b), P-9)	TOTAL =	3,077.44 Sft	829.95 %, Sft	25,541
26	Preparing the surface and painting with matt finish in/c rubbing the surface with bathy (silicon carbide rubbng brick) filling the voids with zink / chalk /plaster of paris mixture , applying first coat premix making the surface smooth and then painting 3 coats with matt finish of approved make etc complete (Old surface)(S.I.No.37-b P-55)	TOTAL =	2,045.28 Sft	2,499.76 %, Sft	51,127
27	Supplying & Fixing false ceiling of plaster of paris in pannels in/c making frame work of deodar wood in/c painitng with soligia paint. (S.I.No.52 P-64).	TOTAL =	3,077.44 Sft	25293.42 %, Sft	778,389
27	Providing & Fixing false ceiling of plaster of paris ceiling border of 8"-10" with of specified design & thickness i/c fixing besides ceiling with nails / screws with jetties. (S.I.No.44 P-93).	TOTAL =	329.36 Rft	101.22 P. Rft	34,326
28	Painting new surface © Preparing surface and painting of doors and windows any type (in/c edges) (I&II) 3 coats (S.I.No.5©/I&iiC-11)	TOTAL =	483.75 Sft	2116.41 %, Sft	10,238
29	Preparing the surface and applying rock wall / sheild (Natural Wall texture) coating to provide durable crust to wall thickness between 2mm to 32mm (1/8") with acrylic co-polymer emulsion selected marble chips adhensive and bacteriodes, water resistance and fire and termite resistance (upt 20") (S.No.43 / P-56)	TOTAL =	3,694.00 Sft	4504.50 %, Sft	166,396

S. #	ITEM OF WORK	QTY:	RATE	UNIT	AMOUNT
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- 30 Rough cost / stucco cement plaster 3/4" thick in proportion 1:1, 1/2", 1. 1/2" in cement hill sand & bujri & pattering. (S.I.# 32 Page # 55)

TOTAL = 850.00 Sft 2306.10 %, Sft 19,602

Total	Rs:	8,499,460
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PART- B WATER SUPPLY & SANITARY FITTINGS

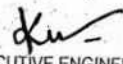
1	Providing & Fixing squatting type white galzed earthenware W.C Pan with front flush inletr & complete wiht i/c the cost of flushing cistern with internal fitting and flush pipe with bend and making requisite number of holes in walls plinth & floor for pipe connection & making good in cement concrete 1:2:4 (Foreign Equivalent) with 4" Dia C.I Trap (S.I.No.2(i), P-1)	2.00 Nos	5728.80 Each	11,458
2	P/Fxingin 4" dia C.I Off-set of various length i/c extra painting to match the colour of the Buildings (S.I.No.8, P-10).	2.00 Nos	702.00 Each	1,404
3	Providing & Fixing M.S Clamps of the approved design to 4" dia C.I Pipe socket i/c the cost of cutting & making good to wall on M.S Bolts, nuts 4" into wall i/c pipe distance pieces extra painting to match the colour of the buildings. (S.I.No.2, P-9).	4.00 Nos	72.16 Each	289
4	P/F 24"x18" Lav: Basin in white galzed earthenware complete with & i/c the cost of W.I or C.I cantilever brackets 6 inches built into wall plinth while in 2-coats after a primary coat of led paint, of 1/2" dia chrome plated pillar taps, 1-1/2" rubber plug & chrome bars waste of approved patter, 1-1/4" dia Malleable iron C.P Brass unions and making requisite number of holes in walls, plinth and floor for pipe connection and making good in cement concrete 1:2:4 (Standard Pattern) (S.I.No.12, P-4)	2.00 Nos	4694.80 Each	9,390
5	Providing and fixing 6"x2" or 6"x3" C.I floor trap of the approved self cleaning design with a C.I screwed down grating with or without a vent arm complete with and i/c making requisite number of holes in walls plinth and floor for pipe connection and making good in cement concrete 1:2:4.(S.I.No. 20/Chapter-1)	3.00 Nos	2042.43 Each	6,127
6	Providing and fixing 15"x12" beveled edge mirror of belgium glass complete with 1/8" thick hard board and C.P screws fixed to wooden plate Superior Quality.(S.I.No: 4/b/Chapter-2)	2.00 Nos	1161.60 Each	2,323
7	Supplying & Fixing long bib cock of superior quality C.P head 1/2" dia. (S.I. No: 15, Page No: 15).	5.00 Nos	1109.94 Each	5,550
8	Supplying & Fixing Cancelled tee Stop cock of superior quality C.P head 1/2" dia. (S.I. No: 114, Page No: 15).	4.00 Nos	843.92 Each	3,376
9	Supplying & Fixing swan type pillar cock of superior quality single with C.P head 1/2" dia. (S.I. No: 18, Page No: 16).	2.00 Nos	795.30 Each	1,591
10	Supplying & Fixing Fiber Glass Tank of approved quality, design & wall thickness as specified i/c the cost of nuts, bolts & fixing in plate form of Cement Concrete 1:3:6 & making connections for in-let & out-let & over-flow pipe etc complete (S.I.No.3(c), P-21). 1000 Gallons	1.00 Nos	58962.94 Each	58,963
11	Providing G.I Pipes specials & clamps etc i/c fixing cutting & fitting complete with & i/c the cost of breaking through wall & roof making good etc painting 2-coats after cleaning the pipe with white zink paint with pigment to match the colour of the building. (S.I.No.1, P-12). 1/2" Dia	60.00 Rft	73.21 P. Rft	4,393

S. #	ITEM OF WORK	QTY:	RATE	UNIT	AMOUNT
	3/4" Dia	300.00 Rft	95.79 P. Rft		28,737
12	Providing RCC pipe with collars class "B" & digging the trenches to required depth & fixing in position in/c cutting fitting & jointing with maxphalt composition & cement morlor 1;1 & testing with water pressure to a head of 4 feet the top of the	100.00 Rft	199.25 P. Rft		19,925
Total					153,524

Non Schedule Item

1	Supplying & Fixing water pumping set 1/2 H.P mono block single fase 220 watt with 1"x1-1/4 saction & delevry 50ft head i/c making C.C 1:3:6 plate form of approved size & fixing with nuts & bolts local made. R.A	1 No	14,417.70	Each	14,418
Total					14,418

CONTRACTOR


EXECUTIVE ENGINEER
BUILDINGS DIVISION
THATTA

NIT No.XEN(Bldgs:)/TC/G-55/

Dated:

Issued to _____

Vide D.R. No. _____ Dated: _____

C.D No. _____ Dated _____

Bank/Branch: _____

SPPRA BIDDING DOCUMENT

STANDARD FORM OF BIDDING DOCUMENT

FOR

PROCUREMENT OF WORKS

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

REHABILITATION / RENOVATION OF INTERNAL APPROACHES / ROADS
DEPUTY COMMISSIONER OFFICE THATTA @ MAKLI (WITH PAVER BLOCKS).


EXECUTIVE ENGINEER
BUILDINGS DIVISION
THATTA

INSTRUCTIONS TO PROCURING AGENCIES

INSTRUCTIONS TO PROCURING AGENCIES
(Not to be included in bidding documents)

A) Basis of Documents

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

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

B) Contents of Documents

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

- i. Instructions to Bidders & Bidding Data
- ii. Form of Bid & Schedules to Bid
- iii. Conditions of Contract & Contract Data
- iv. Standard Forms
- v. Specifications
- vi. Drawings, if any

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

The **Executive Engineer, Buildings Division Thatta**, is required to prepare the following for completion of the Bidding Documents:

- i. Invitation for Bids
- ii. Bidding Data

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

The **Executive Engineer, Buildings Division, Thatta**, attention is drawn to the following while finalizing the Bidding Documents.

C) Notice Inviting Tender/ Invitation for Bids/ Request for Expression of Interest

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

The blank spaces wherever shown are required to be filled by the **Executive Engineer, Buildings Division Thatta**, before issuance of Bidding Documents.

The Procuring Agency may modify para 1 of Notice Inviting Tender as per its requirements. The notice should be published so as to give the interested bidders sufficient working period for preparation and submission of bids – not less than 15 days for National Competitive Bidding and 90 days for International Competitive Bidding (SPPRA Rule 18).

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

D) Instructions to Bidders

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

The instructions to Bidders can be used as given. **Executive Engineer, Buildings Division Thatta**, may have to make changes under Bidding Data.

The Executive Engineer, Buildings Division Thatta or Engineer's Representative, if any, shall exercise powers of the Engineer/Procuring Agency under and in connection with Clauses IB.5, IB.6, IB.16, etc. case an Engineer has been appointed by the Executive Engineer, Buildings Division Thatta, the aforesaid clauses may be modified accordingly to specify the role of the Engineer by the Executive Engineer, Buildings Division Thatta, otherwise the Engineer's reference wherever exist, except Sub-Clause 1.1.20 & Clause 15 of Conditions of Contract and Item 1.1.20 of Contract Data, shall be deleted.

E) Bidding Data

The blank spaces wherever shown in Bidding Data are required to be filled by the Engineer/ Executive Engineer, Buildings Division Thatta, before issuance of Bidding Documents.

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

F) SCHEDULES TO BID

Specimen of Schedules to Bid including format of Schedule of Prices are provided in this document. The Executive Engineer, Buildings Division Thatta. May add / delete / modify as per its requirement.

The blank spaces wherever shown are required to be filled by the Engineer/ Executive Engineer, Buildings Division Thatta before issuance of Bidding Documents except those required to be provided by the Contractor.

G) CONDITIONS OF CONTRACT

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

H) CONTRACT DATA

The blank spaces wherever shown are required to be filled by the Engineer / Executive Engineer, Buildings Division Thatta before issuance of Bidding Documents.

1. Referring to Sub-Clause 1.1.1 of Conditions of Contract, the Engineer/
Executive Engineer, Buildings Division Thatta may add, in order of priority,
such other documents as to form part of the Contract, in Sub-Clause 1.3 of the
Contract Data.
2. The **Executive Engineer, Buildings Division Thatta** Representative, if any, shall
exercise powers of the **Executive Engineer, Buildings Division Thatta** under and
in connection with Sub-Clauses 1.3, 2.3, 4.2, 4.3, 5.1, 7.3, 8.2, 9.1, 9.2, 10.1, 10.2,
10.5, 11.1, 11.5, 12.1, 13.2 and 14.1 of the Conditions of Contract. In case an
Engineer has been appointed by the **Executive Engineer, Buildings Division
Thatta**, the aforesaid clauses may be modified accordingly by the Procuring
Agency.
3. The sum insured for different insurances including minimum amount of
third party insurance should be assessed by the Engineer/**Executive
Engineer, Buildings Division Thatta** and entered in Contract Data. Such
insurance cover shall be carried out with Insurance Company having at least AA
rating from PACRA / JCR in the favour of the **Executive Engineer, Buildings
Division Thatta**.
4. The time for completion of the whole of the works should be assessed by
the Engineer/**Executive Engineer, Buildings Division Thatta** and entered in the
Contract Data.
5. The Conditions of Contract contain no overall limit on the Contractor's liability.
The amount of liquidated damages per day of delay shall be entered by the
Engineer/**Executive Engineer, Buildings Division Thatta** in Contract Data.
Usually the liquidated damages are set between 0.05 percent and 0.10 percent
per day and the maximum limit as 10 percent of contract price stated in the
Letter of Acceptance.
6. Any amendment and/or additions to the Conditions of the Contract that are
specific to a given Bid/Contract should be included by the **Executive Engineer,
Buildings Division Thatta**. This may include but not be limited to the provisions
regarding the following:
 - a) Terms of Payment should be prepared and incorporated in Contract Data by the
Engineer/**Executive Engineer, Buildings Division Thatta**.
 - b) The Engineer/**Executive Engineer, Buildings Division Thatta** to make sure that
all taxes and duties are included by the Bidders/Contractors in their prices.

I. Specifications

To be prepared and incorporated by the Engineer/**Executive Engineer, Buildings
Division Thatta**.

J. Drawings

To be prepared and incorporated by the Engineer/**Executive Engineer, Buildings
Division Thatta**, if required.

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INVITATION FOR BIDS

INVITATION FOR BIDS

Date: . . .
Bid Reference No.

The Executive Engineer, Buildings Division Thatta, [Executive Engineer, Buildings Division Thatta], invites sealed bids from interested firms or persons licensed by the Pakistan Engineering Council in the appropriate category(not required for works costing Rs 2.5 million or less) and/or duly pre-qualified(if pre-qualification is done for specific scheme/project) with the Executive Engineer, Buildings Division Thatta for the Works, Construction of REHABILITATION / RENOVATION OF INTERNAL APPROACHES / ROADS DEPUTY COMMISSIONER OFFICE THATTA @ MAKLI (WITH PAVER BLOCKS). [enter title, type and financial volume of work], which will be completed in 24-Months [enter appropriate time period] days.

1. A complete set of Bidding Documents may be purchased by an interested eligible bidder on submission of a written application to the office given below and upon payment of a non-refundable fee of Rupees_____. Bidders may acquire the Bidding Documents from the Office of the Executive Engineer, Buildings Division Thatta, at S.E. OFFICE THATTA. (Mailing Address).
2. All bids must be accompanied by a Bid Security in the amount of Rs._____/-(Rupees _____) or 2% percentage of bid price in the form of (pay order /demand draft/ bank guarantee) and must be delivered to Executive Engineer Buildings Division Thatta (Indicate Address and Exact Location) at or before ____ P.M, on _____. Bids will be opened at _____ P.M on dated _____ in the presence of bidders' representatives who choose to attend, at the same address [indicate the address if it differs].

Note:

1. Executive Engineer, Buildings Division Thatta, to enter the requisite information in blank spaces.
2. The bid shall be opened within one hour after the deadline for submission of bids.

INSTRUCTIONS TO BIDDERS & BIDDING DATA

Notes on the Instructions to Bidders

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

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

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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 **Executive Engineer, Buildings Division Thatta** as defined in the Bidding Data (hereinafter called —the **Executive Engineer, Buildings Division Thatta**) 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 **Executive Engineer, Buildings Division Thatta** 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. 2.50 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 **Executive Engineer, Buildings Division Thatta** 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/**Executive Engineer, Buildings Division Thatta** 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 **Executive Engineer, Buildings Division Thatta** 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 **Executive Engineer, Buildings Division Thatta** 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 **Executive Engineer, Buildings Division Thatta**.
- 6.3 To afford interested bidders reasonable time in which to take an addendum into account in preparing their Bids, the **Executive Engineer, Buildings Division Thatta** 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 **Executive Engineer, Buildings Division Thatta** 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 **Executive Engineer, Buildings Division Thatta** 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 **Executive Engineer, Buildings Division Thatta** 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 **Executive Engineer, Buildings Division Thatta** 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, **Executive Engineer, Buildings Division Thatta** 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 authorizing 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 **Executive Engineer, Buildings Division Thatta** 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 **Executive Engineer, Buildings Division Thatta** 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 **Executive Engineer, Buildings Division Thatta** 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 **Executive Engineer, Buildings Division Thatta** 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 **Executive Engineer, Buildings Division Thatta** 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 **Executive Engineer, Buildings Division Thatta** at its discretion may consider appropriate, will be announced by the Procuring Agency at the bid opening. The **Executive Engineer, Buildings Division Thatta** 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/**Executive Engineer, Buildings Division Thatta** 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/**Executive Engineer, Buildings Division Thatta** 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 **Executive Engineer, Buildings Division Thatta** 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 **Executive Engineer, Buildings Division Thatta**, 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/ **Executive Engineer, Buildings Division Thatta** 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/ **Executive Engineer, Buildings Division Thatta** 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/ Executive Engineer, Buildings Division Thatta 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 Executive Engineer, Buildings Division Thatta. 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/ Executive Engineer, Buildings Division Thatta the Bid evaluation, Bid comparison or Contract Award decisions may result in the rejection of his Bid. Whereas any bidder feeling aggrieved, may lodge a written complaint to Complaint Redressal Committee as per terms and conditions mentioned in SPP Rules 31 & 32. However, mere fact of lodging a complaint shall not warrant suspension of procurement process.

17.3 Bidders may be excluded if involved in "Corrupt and Fraudulent Practices" means either one or any combination of the practices given below SPP Rule 2(q);

- I. Coercive Practice means any impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence the actions of a party to achieve a wrongful gain or to cause a wrongful loss to another party;
- II. Collusive Practice means any arrangement between two or more parties to the procurement process or contract execution, designed to achieve with or without the knowledge of the Executive Engineer, Buildings Division Thatta 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 **Executive Engineer, Buildings Division Thatta** , 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 & Executive Engineer, Buildings Division Thatta Right

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

19.2 Notwithstanding IB.19.1, the **Executive Engineer, Buildings Division Thatta** 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 **Executive Engineer, Buildings Division Thatta** 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 **Executive Engineer, Buildings Division Thatta** , 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 **Executive Engineer, Buildings Division Thatta** 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 0.3% 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 **Executive Engineer, Buildings Division Thatta**.

IB.21. Performance Security

21.1. The successful bidder shall furnish to the **Executive Engineer, Buildings Division Thatta** 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/ Executive Engineer, Buildings Division Thatta 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, Buildings Division Thatta

Executive Engineer

(Insert name of the Procuring Agency)

Brief Description of Works

**REHABILITATION / RENOVATION OF INTERNAL APPROACHES / ROADS
DEPUTY COMMISSIONER OFFICE THATTA @ MAKLI (WITH PAVER BLOCKS).**

5.1 (a) Procuring Agency's address:

**OFFICE OF THE EXECUTIVE ENGINEER BUILDINGS DIVISION,
GHULAMULLAH, ROAD NEAR D.C OFFICE THATTA.**

(Insert address of the Procuring Agency with telex/fax)

(b) Engineer's address:

Residence of Building Colony Bungalow No. D-1/2 at Makli 0298-920170

(Insert name and address of the Engineer, if any, with telex/fax.)

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: (Insert required capabilities and documents)

- i. Financial capacity: (must have turnover of Rs. _____ Million);**
- ii. Technical capacity: (mention the appropriate category of registration with PEC and qualification and experience of the staff);**
- iii. Construction Capacity: (mention the names and number of equipments required for the work).**

12.1.

- a) A detailed description of the Works, essential technical and performance characteristics.**
- b) Complete set of technical information, description data, literature and drawings as required in accordance with Schedule B to Bid, Specific Works Data. This will**

include but not be limited to a sufficient number of drawings, photographs, catalogues, illustrations and such other information as is necessary to illustrate clearly the significant characteristics such as general construction dimensions and other relevant information about the works to be performed.

13.1. Amount of Bid Security

2% of Bid Amount. _____

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

14.1 Period of Bid Validity

90 Days _____

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

14.4 Number of Copies of the Bid to be submitted:

One original plus 01 copy.

14.6 (a) Executive Engineer, Buildings Division, Thatta, Address for the Purpose of Bid Submission

OFFICE OF THE EXECUTIVE ENGINEER BUILDINGS DIVISION THATTA
GULAMULLAH ROAD NEAR DC OFFICE THATTA.

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

15.1 Deadline for Submission of Bids

Time: _____ PM on dated _____.

16.1 Venue, Time, and Date of Bid Opening

Venue: Executive Engineer, Buildings Division Thatta.

Time: _____ PM on dated _____

16.4 Responsiveness of Bids

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

- * Executive Engineer, Buildings Division Thatta can adopt either of two options. (Select either of them).
- (a) Fixed Price contract: In these contracts no escalation will be provided during currency of the contract and normally period of completion of these works is upto 12 months.
- (b) Price adjustment contract: In these contracts escalation will be paid only on those items and in the manner as notified by Finance Department, Government of Sindh, after bid opening during currency of the contract.

FORM OF BID AND SCHEDULES TO BID

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

Bid Reference No.

**REHABILITATION / RENOVATION OF INTERNAL APPROACHES / ROADS
DEPUTY COMMISSIONER OFFICE THATTA @ MAKLI (WITH PAVER BLOCKS).**

(Name of Works)

To,

Gentlemen,

- 1) Having examined the Bidding Documents including Instructions to Bidders, Bidding Data, Conditions of Contract, Contract Data, Specifications, Drawings, if any, Schedule of Prices and Addenda Nos. _____ for the execution of the above-named works, we, the undersigned, being a company doing business under the name of and address _____ and being duly incorporated under the laws of Pakistan hereby offer to execute and complete such works and remedy any defects therein in conformity with the said Documents including Addenda thereto for the Total Bid Price of Rs. _____ /-(Rupees _____ only) 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 CD No. _____, Dated _____ 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 _____ of _____.

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: _____

SCHEDULES TO BID INCLUDE THE FOLLOWING:

- Schedule A to Bid: Schedule of Prices
- Schedule B to Bid: Specific Works Data
- Schedule C to Bid: Works to be Performed by Subcontractors
- Schedule D to Bid: Proposed Program of Works
- Schedule E to Bid: Method of Performing Works
- Schedule F to Bid: Integrity Pact]

SCHEDULE - A TO BID

SCHEDULE OF PRICES

Sr. No.		Page No.
1.	Preamble to Schedule of Prices.....	24
2.	Schedule of Prices.....	26
	a) Summary of Bid Prices	
	b) Detailed Schedule of Prices / Bill of Quantities (BOQ)	

* [To be prepared by the Engineer/Procuring Agency]

SCHEDULE - A TO BID

PREAMBLE TO SCHEDULE OF PRICES

1. General

- 1.1 The Schedule of Prices shall be read in conjunction with the Conditions of Contract, Contract Data together with the Specifications and Drawings, if any.
- 1.2 The Contract shall be for the whole of the works as described in these Bidding Documents. Bids must be for the complete scope of works.

2. Description

- 2.1 The general directions and descriptions of works and materials are not necessarily repeated nor summarized in the Schedule of Prices. References to the relevant sections of the Bidding Documents shall be made before entering prices against each item in the Schedule of Prices.

3. Units & Abbreviations

- 3.1 Units of measurement, symbols and abbreviations expressed in the Bidding Documents shall comply with the System International d' Unites (SI Units).
-
-

(Note: The abbreviations to be used in the Schedule of Prices to be defined by the Executive Engineer, Buildings Division Thatta).

4. Rates and Prices

- 4.1 Except as otherwise expressly provided under the Conditions of Contract, the rates and amounts entered in the Schedule of Prices shall be the rates at which the Contractor shall be paid and shall be the full inclusive value of the works set forth or implied in the Contract; except for the amounts reimbursable, if any to the Contractor under the Contract.
- 4.2 Unless otherwise stipulated in the Contract Data, the premium, rates and prices entered by the bidder shall not be subject to adjustment during the performance of the Contract.
- 4.3 All duties, taxes and other levies payable by the Contractor shall be included in the rates and prices.

- 4.4 The whole cost of complying with the provisions of the Contract shall be included in the items provided in the Schedule of Prices, and where SCHEDULE - A TO BID no items are provided, the cost shall be deemed to be distributed among the rates and prices entered for the related items of the Works and no separate payment will be made for those items.

The rates, prices and amounts shall be entered against each item in the Schedule of Prices. Any item against which no rate or price is entered by the bidder will not be paid for by the **Executive Engineer, Buildings Division, Thatta** when executed and shall be deemed covered by the rates and prices for other items in the Schedule of Prices.

4.5

- a) The bidder shall be deemed to have obtained all information as to and all requirements related thereto which may affect the bid price.
- b) The Contractor shall be responsible to make complete arrangements for the transportation of the Plant to the Site.

*(Procuring Agency may modify as appropriate)

- 4.6 The Contractor shall provide for all parts of the Works to be completed in every respect. Notwithstanding that any details, accessories, etc. required for the complete installation and satisfactory operation of the Works, are not specifically mentioned in the Specifications, such details shall be considered as included in the Contract Price.

5. Bid Prices

5.1. Break-up of Bid Prices

The various elements of Bid Prices shall be quoted as detailed by the **Executive Engineer, Buildings Division**, in the format of Schedule of Prices. The bidder shall recognize such elements of the costs which he expects to incur the performance of the Works and shall include all such costs in the rates and amounts entered in the Schedule of Prices.

5.2. Total Bid Price

The total of bid prices in the Schedule of Prices shall be entered in the Summary of Bid Prices.

6. Provisional Sums and Day work

6.1. Provisional Sums included and so designated in the Schedule of Prices if any, shall be expended in whole or in part at the direction and discretion of the Engineer/ **Executive Engineer, Buildings Division**. The Contractor will only receive payment in respect of Provisional Sums, if he has been instructed by the Engineer/Procuring Agency to utilize such sums.

6.2 Day work rates in the contractor's bid are to be used for small additional amounts of work and only when the Engineer have given written instructions in advance for additional work to be paid for in that way.

SCHEDULE - A TO BID

Bill No.	Description	Total Amount (Rs)
	(A) Building Work	
1	Civil works	
2	Internal sanitary and water supply	
3	Water Supply	
4	External Development works	
5	Miscellaneous Items	
	(B) Road Work.	
1	Earthwork	
2	Hard Crust and Surface Treatment	
3	Culverts and Bridges	
4	Miscellaneous Items	
	(C) Public Health Engineering Works.	
1	Earthwork	
2	Subsurface Drains	
3	Pipe Laying and Man holes	
4	Tube wells, Pump houses	
5	Compound wall	
6	Miscellaneous Items	
	Total Bid Price (The amount to be entered in Paragraph 1 of the Form of Bid) (In words).	

**SCHEDULE A TO BID
SCHEDULE OF PRICES**

Sr #	Description	Qty	Unit Rate	Total
1 2 3	I. (Civil works)			
1 2 3	II. Internal sanitary and water supply.			
1 2 3	III. Electrification.			
1 2 3	IV. External Development works.			
1 2 3	V. Miscellaneous It			
Total (to be carried to Summary of Bid Price) Add/ Deduct the percentage quoted above/below on the prices of items based on Composite Schedule of Rat				

SCHEDULE - B TO BID

***SPECIFIC WORKS DATA**

(To be prepared and incorporated by the Procuring Agency)

(Note: The **Executive Engineer, Buildings Division, shall spell out the information & data required to be filled out by the bidder and to furnish complementary information).*

WORKS TO BE PERFORMED BY SUBCONTRACTORS*

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)
--	--	--

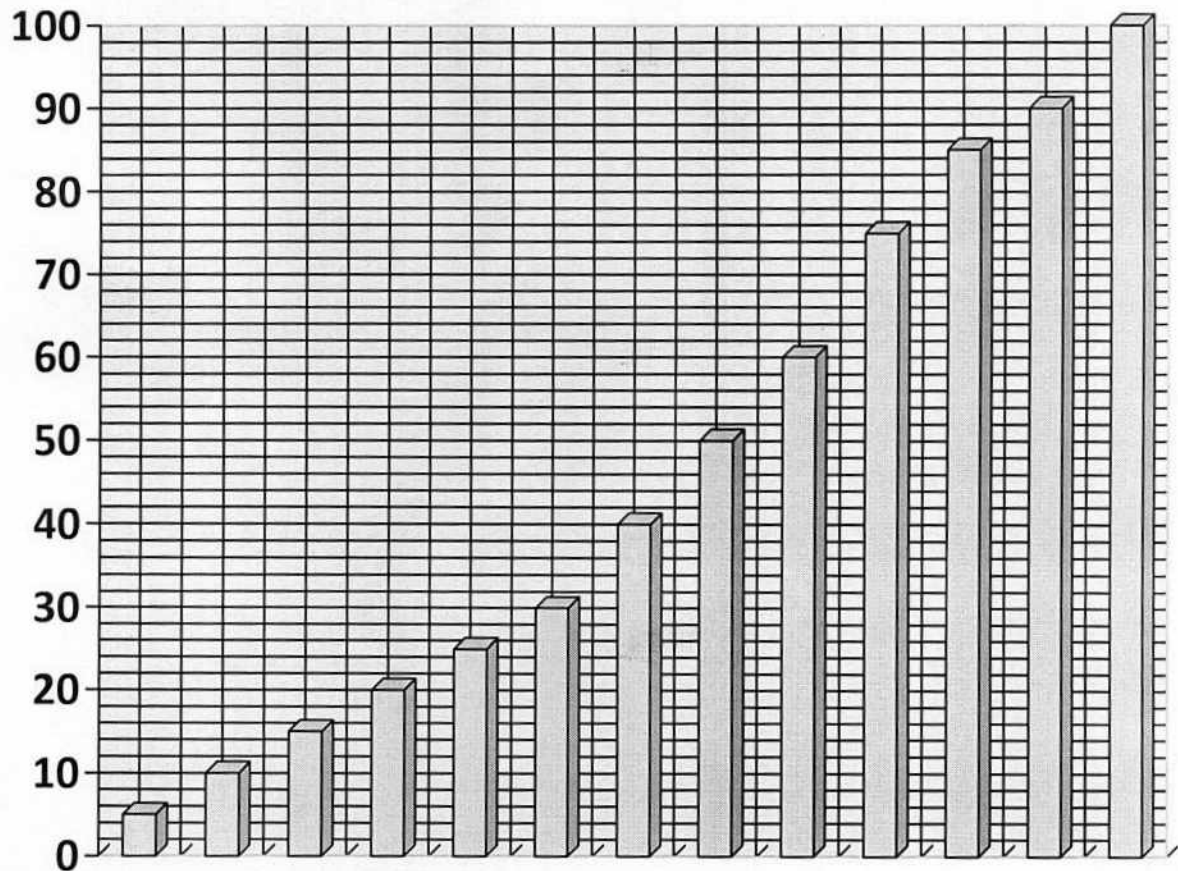
Note:

* The **Executive Engineer, Buildings Division**, 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 **Executive Engineer, Buildings Division**.
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.

SCHEDULE - D TO BID PROPOSED PROGRAMME OF WORKS

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.



SCHEDULE - E TO BID

METHOD OF PERFORMING WORKS

- 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.

(List attached)

- The procedure for installation of equipment and transportation of equipment and materials to the site.

(By own Names as per list at above)

- Organization chart indicating head office & field office personnel involved in management, supervision and engineering of the Works to be done under the Contract.

(Supervision attached)

**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: REHABILITATION / RENOVATION OF INTERNAL APPROACHES
/ ROADS DEPUTY COMMISSIONER OFFICE THATTA @ MAKLI (WITH PAVER
BLOCKS).

_____ 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.

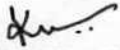
Without limiting the generality of the foregoing, [name of Contractor] represents and warrants that it has fully declared the brokerage, commission, fees etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly 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 Executive Engineer, Buildings Division, (PA) except that which has been expressly declared pursuant hereto.

_____ 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.

_____ 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 _____ 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.


EXECUTIVE ENGINEER
BUILDING DIVISION
THATTA

Contractor

Signature _____

Name _____

CONDITIONS OF CONTRACT

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CONDITIONS OF CONTRACT

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CONDITIONS OF CONTRACT

1. GENERAL PROVISIONS

1.1 Definitions

In the Contract as defined below, the words and expressions defined shall have the following meanings assigned to them, except where the context requires otherwise:

The Contract

1.1.1 —Contract means the Contract Agreement and the other documents listed in the contract data.

1.1.2 —Specifications means the document as listed in the Contract Data, including **Executive Engineer, Buildings Division Thatta** requirements in respect of design to be carried out by the Contractor (if any), and any Variation to such document.

1.1.3 —Drawings means the **Executive Engineer, Buildings Division Thatta** drawings of the Works as listed in the Contract Data, and any Variation to such drawings.

Persons

1.1.4 **Executive Engineer, Buildings Division Thatta** means the person named in the Contract Data and the legal successors in title to this person, but not (except with the consent of the Contractor) any assignee.

1.1.5 Contractor means the person named in the Contract Data and the legal successors in title to this person, but not (except with the consent of the Procuring Agency) any assignee.

1.1.6 Party means either the **Executive Engineer, Buildings Division Thatta** or the Contractor.

Dates, Times and Periods

1.1.7 Commencement Date means the date fourteen (14) days after the date the Contract comes into effect or any other date named in the Contract Data.

1.1.8 Day means a calendar day

1.1.9 Time for Completion means the time for completing the Works as stated in the Contract Data (or as extended under Sub-Clause 7.3), calculated from the Commencement Date.

Money and Payments

1.1.10 Cost means all expenditure properly incurred (or to be incurred) by the Contractor, whether on or off the Site, including overheads and similar charges but does not include any allowance for profit.

Other Definitions

- 1.1.11 Contractor's Equipment means all machinery, apparatus and other things required for the execution of the Works but does not include Materials or Plant intended to form part of the Works.
- 1.1.12 Country means the Islamic Republic of Pakistan.
- 1.1.13 Procuring Agency's Risks means those matters listed in Sub-Clause 6.1.
- 1.1.14 Force Majeure means an event or circumstance which makes performance of a Party's obligations illegal or impracticable and which is beyond that Party's reasonable control.
- 1.1.15 Materials means things of all kinds (other than Plant) to be supplied and incorporated in the Works by the Contractor.
- 1.1.16 Plant means the machinery and apparatus intended to form or forming part of the Works.
- 1.1.17 Site means the places provided by the **Executive Engineer, Buildings Division Thatta** where the Works are to be executed, and any other places specified in the Contract as forming part of the Site.
- 1.1.18 Variation means a change which is instructed by the Engineer/ **Executive Engineer, Buildings Division Thatta** under Sub-Clause 10.1.
- 1.1.19 Works means any or all the works whether Supply, Installation, Construction etc. and design (if any) to be performed by the Contractor including temporary works and any variation thereof.
- 1.1.20 Engineer means the person notified by the **Executive Engineer, Buildings Division Thatta** to act as Engineer for the purpose of the Contract and named as such in Contract Data.

1.2. Interpretation

Words importing persons or parties shall include firms and organizations. Words importing singular or one gender shall include plural or the other gender where the context requires.

1.3 Priority of Documents

The documents forming the Contract are to be taken as mutually explanatory of one another. If an ambiguity or discrepancy is found in the documents, the priority of the documents shall be in accordance with the order as listed in the Contract Data.

1.4 Law

The law of the Contract is the relevant Law of Islamic Republic of Pakistan.

1.5 Communications

All Communications related to the Contract shall be in English language.

1.6 Statutory Obligations

The Contractor shall comply with the Laws of Islamic Republic of Pakistan and shall give all notices and pay all fees and other charges in respect of the Works.

2. THE PROCURING AGENCY

2.1 Provision of Site

The Executive Engineer, Buildings Division Thatta shall provide the Site and right of access thereto at the times stated in the Contract Data. Site Investigation Reports are those that were included in the bidding documents and are factual and interpretative reports about the surface and subsurface conditions at the Site.

2.2 Permits etc.

The Executive Engineer, Buildings Division Thatta shall, if requested by the Contractor, assist him in applying for permits, licenses or approvals which are required for the Works.

2.3 Engineer's/Procuring Agency's Instructions

The Contractor shall comply with all instructions given by the Procuring Agency or the Engineer, if notified by the Executive Engineer, Buildings Division Thatta, in respect of the Works including the suspension of all or part of the works.

2.4 Approvals

No approval or consent or absence of comment by the Engineer/ Executive Engineer, Buildings Division Thatta shall affect the Contractor's obligations.

3. ENGINEER'S/PROCURING AGENCY'S REPRESENTATIVES

3.1 Authorized Person

The Executive Engineer, Buildings Division Thatta shall appoint a duly authorized person to act for him and on his behalf for the purposes of this Contract. Such authorized person shall be duly identified in the Contract Data or otherwise notified in writing to the Contractor as soon as he is so appointed. In either case the Procuring Agency shall notify the Contractor, in writing, the precise scope of the authority of such authorized person at the time of his appointment.

3.2 Engineer's/ Executive Engineer, Buildings Division Thatta Representative The name and address of Engineer's/ Executive Engineer, Buildings Division Thatta Representative is given in Contract Data. However the Contractor shall be notified by the Engineer/ Executive Engineer, Buildings Division Thatta, the delegated duties and authority before the Commencement of works.

4. THE CONTRACTOR

4.1. General Obligations

The Contractor shall carry out the works properly and in accordance with the Contract. The Contractor shall provide all supervision, labour, Materials, Plant and Contractor's Equipment which may be required

4.2 Contractor's Representative

The Contractor shall appoint a representative at site on full time basis to supervise the execution of work and to receive instructions on behalf of the Contractor but only after obtaining the consent of the Executive Engineer, Buildings Division Thatta for such appointment which consent shall not be withheld without plausible reason(s) by the Executive Engineer, Buildings Division Thatta. Such authorized representative may be substituted/ replaced by the Contractor at any time during the Contract Period but only after obtaining the consent of the Procuring Agency as aforesaid.

4.3 Subcontracting

The Contractor shall not subcontract the whole of the works. The Contractor shall not subcontract any part of the works without the consent of the Executive Engineer, Buildings Division Thatta.

4.4 Performance Security

The Contractor shall furnish to the Procuring Agency within fourteen (14) days after receipt of Letter of Acceptance a Performance Security at the option of the bidder, in the form of Payee's order /Bank Draft or Bank Guarantee from scheduled bank for the amount and validity specified in Contract Data.

5. DESIGN BY CONTRACTOR

5.1 Contractor's Design

The Contractor shall carry out design to the extent specified, as referred to in the Contract Data. The Contractor shall promptly submit to the Engineer/ Executive Engineer, Buildings Division Thatta all designs prepared by him, within fourteen (14) days of receipt the Engineer/ Executive Engineer, Buildings Division Thatta shall notify any comments or, if the design submitted is not in accordance with the Contract, shall reject it stating the reasons. The Contractor shall not construct any element of the works designed by him within fourteen (14) days after the design has been submitted to the Engineer/ Executive Engineer, Buildings Division Thatta or which has been rejected. Design that has been rejected shall be promptly amended and re-submitted. The Contractor shall resubmit all designs commented on taking these comments into account as necessary.

5.2 Responsibility for Design

The Contractor shall remain responsible for his bided design and the design under this Clause, both of which shall be fit for the intended purposes defined in the Contract and he shall also remain responsible for any infringement of any patent or copyright in respect of the same. The Engineer/ **Executive Engineer, Buildings Division Thatta** shall be responsible for the Specifications and Drawings.

6. PROCURING AGENCY'S RISKS

6.1 The Executive Engineer, Buildings Division Thatta Risks

The Executive Engineer, Buildings Division Thatta Risks are:-

- a) War, hostilities (whether war be declared or not), invasion, act of foreign enemies, within the Country;
- b) Rebellion, terrorism, revolution, insurrection, military or usurped power or civil war, within the Country;
- c) Riot, commotion or disorder by persons other than the Contractor's personnel and other employees including the personnel and employees of Sub-Contractors, affecting the Site and/or the Works;
- d) Ionizing radiations, or contamination by radio-activity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radio-active toxic explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component of such an assembly, except to the extent to which the Contractor/Sub-Contractors may be responsible for the use of any radio-active material;
- e) Pressure waves caused by aircraft or other aerial devices traveling at sonic or supersonic speeds;
- f) Use or occupation by the **Executive Engineer, Buildings Division Thatta** of any part of the Works, except as may be specified in the Contract;
- g) Late handing over of sites, anomalies in drawings, late delivery of designs and drawings of any part of the Works by the Procuring Agency's personnel or by others for whom the Procuring Agency is responsible;
- h) A suspension under Sub-Clause 2.3 unless it is attributable to the Contractor's failure; and Physical obstructions or physical conditions other than climatic conditions, encountered on the Site during the performance of the Works, for which the Contractor immediately notified to the **Executive Engineer, Buildings Division Thatta** and accepted by the Procuring Agency.

7. TIME FOR COMPLETION

7.1 Execution of the Works

The Contractor shall commence the Works on the Commencement Date and shall proceed expeditiously and without delay and shall complete the Works, subject to Sub-Clause 7.3 below, within the Time for Completion.

7.2 Programme

Within the time stated in the Contract Data, the Contractor shall submit to the Engineer/ **Executive Engineer, Buildings Division Thatta** a programme for the Works in the form stated in the Contract Data.

7.3 Extension of Time

The Contractor shall, within such time as may be reasonable under the circumstances, notify the **Executive Engineer, Buildings Division Thatta**/Engineer of any event(s) falling within the scope of Sub-Clause 6.1 or 10.3 of these Conditions of Contract and request the **Executive Engineer, Buildings Division Thatta**/Engineer for a reasonable extension in the time for the completion of works. Subject to the aforesaid, the **Executive Engineer, Buildings Division Thatta**/Engineer shall determine such reasonable extension in the time for the completion of works as may be justified in the light of the details/particulars supplied by the Contractor in connection with the such determination by the **Executive Engineer, Buildings Division Thatta**/Engineer within such period as may be prescribed by the **Executive Engineer, Buildings Division Thatta** /Engineer for the same; and the Procuring Agency may extend the time for completion as determined.

7.4 Late Completion

If the Contractor fails to complete the Works within the Time for Completion, the Contractor's only liability to the **Executive Engineer, Buildings Division Thatta** for such failure shall be to pay the amount as liquidity damages stated in the Contract Data for each day for which he fails to complete the Works.

8. TAKING-OVER

8.1 Completion

The Contractor may notify the Engineer/ **Executive Engineer, Buildings Division Thatta** when he considers that the Works are complete.

8.2 Taking-Over Notice

Within fourteen (14) days of the receipt of the said notice of completion from the Contractor the **Executive Engineer, Buildings Division Thatta**/Engineer shall either takeover the completed works and issue a Certificate of Completion to that effect or shall notify the Contractor his reasons for not taking-over the works. While issuing the Certificate of Completion as aforesaid, the **Executive Engineer, Buildings Division Thatta**/Engineer may identify any outstanding items of work which the Contractor shall undertake during the Maintenance Period.

9. REMEDYING DEFECTS

9.1 Remedying Defects

The Contractor shall for a period stated in the Contract Data from the date of issue of the Certificate of Completion carry out, at no cost to the **Executive Engineer, Buildings Division Thatta**, repair and rectification work which is necessitated by the earlier execution of poor quality of work or use of below specifications material in the execution of Works and which is so identified by the **Executive Engineer, Buildings Division Thatta/Engineer** in writing within the said period. Upon expiry of the said period, and subject to the Contractor's faithfully performing his aforesaid obligations, the **Executive Engineer, Buildings Division Thatta/Engineer** shall issue a Maintenance Certificate whereupon all obligations of the Contractor under this Contract shall come to an end.

Failure to remedy any such defects or complete outstanding work within a reasonable time shall entitle the **Executive Engineer, Buildings Division Thatta** to carry out all necessary works at the Contractor's cost. However, the cost of remedying defects not attributable to the Contractor shall be valued as a Variation.

9.2 Uncovering and Testing

The Engineer/ **Executive Engineer, Buildings Division Thatta** may give instruction as to the uncovering and/or testing of any work. Unless as a result of an uncovering and/or testing it is established that the Contractor's design, materials, plant or workmanship are not in accordance with the Contract, the Contractor shall be paid for such uncovering and/or testing as a Variation in accordance with Sub-Clause 10.2.

10. VARIATIONS AND CLAIMS

10.1 Right to Vary

The Procuring Agency/Engineer may issue Variation Order(s) in writing. Where for any reason it has not been possible for the **Executive Engineer, Buildings Division Thatta/Engineer** to issue such Variations Order(s), the Contractor may confirm any verbal orders given by the **Executive Engineer, Buildings Division Thatta/Engineer** in writing and if the same are not refuted/denied by the **Executive Engineer, Buildings Division Thatta/Engineer** within ten (10) days of the receipt of such confirmation the same shall be deemed to be a Variation Orders for the purposes of this Sub-Clause.

10.2. Valuation of Variations

Variations shall be valued as follows:

- a) At a lump sum price agreed between the Parties, or
- b) Where appropriate, at rates in the Contract, or
- c) In the absence of appropriate rates, the rates in the Contract shall be used as the basis for valuation, or failing which at appropriate new rates, as may be agreed or which the Engineer/ **Executive Engineer, Buildings Division Thatta** considers appropriate, or.

- d) If the Engineer/ **Executive Engineer, Buildings Division Thatta** so instructs, at day work rates set out in the Contract Data for which the Contractor shall keep records of hours of labour and Contractor's Equipment, and of Materials, used.

10.3 Changes in the Quantities.

- a) If the final quantity of the work done differs from the quantity in the Bill of Quantities for the particular item by more than 25 percent, provided the change exceeds 1 percent of the Initial Contract Price, the **Executive Engineer, Buildings Division Thatta**/Engineer shall adjust the rate to allow for the change and will be valued as per sub clause 10.2.
- b) The Engineer shall not adjust rates from changes in quantities if thereby the Initial Contract Price is exceeded by more than 15 percent, except with the prior approval of the Procuring Agency.
- c) If requested by the Engineer, the contractor shall provide the Engineer with a detailed cost breakdown of any rate in the Bill of Quantities.

10.4 Early Warning

The Contractor shall notify the Engineer/ **Executive Engineer, Buildings Division Thatta** in writing as soon as he is aware of any circumstance which may delay or disrupt the Works, or which may give rise to a claim for additional payment.

To the extent of the Contractor's failure to notify, which results to the Engineer/ **Executive Engineer, Buildings Division Thatta** being unable to keep all relevant records or not taking steps to minimize any delay, disruption, or Cost, or the value of any Variation, the Contractor's entitlement to extension of the Time for Completion or additional payment shall be reduced/rejected.

10.5 Valuation of Claims

If the Contractor incurs Cost as a result of any of the **Executive Engineer, Buildings Division Thatta** Risks, the Contractor shall be entitled to the amount of such Cost. If as a result of any Procuring Agency's Risk, it is necessary to change the Works, this shall be dealt with as a Variation subject to Contractor's notification for intention of claim to the Engineer/ **Executive Engineer, Buildings Division Thatta** within fourteen (14) days of the occurrence of cause.

10.6 Variation and Claim Procedure

The Contractor shall submit to the Engineer/ **Executive Engineer, Buildings Division Thatta** an itemized detailed breakdown of the value of variations and claims within twenty eight (28) days of the instruction or of the event giving rise to the claim. The Engineer/Procuring Agency shall check and if possible agree the value. In the absence of agreement, the Procuring Agency shall determine the value.

11. CONTRACT PRICE AND PAYMENT

11.1 (a) Terms of Payments

The amount due to the Contractor under any Interim Payment Certificate issued by the Engineer pursuant to this Clause, or to any other terms of the Contract, shall, subject to Clause 11.3, be paid by the **Executive Engineer, Buildings Division Thatta** to the Contractor within 30 days after such Interim Payment Certificate has been jointly verified by **Executive Engineer, Buildings Division Thatta** and Contractor, or, in the case of the Final Certificate referred to in Sub Clause 11.5, within 60 days after such Final Payment Certificate has been jointly verified by Procuring Agency and Contractor;

Provided that the Interim Payment shall be caused in thirty (30) days and Final Payment in 60 days in case of foreign funded project. In the event of the failure of the Procuring Agency to make payment within 90 days then **Executive Engineer, Buildings Division Thatta** shall pay to the Contractor compensation at the 28 days rate of KIBOR+2% per annum in local currency and LIBOR+1% for foreign currency, upon all sums unpaid from the date by which the same should have been paid.

(b) Valuation of the Works

The Works shall be valued as provided for in the Contract Data, subject to Clause 10.

11.2 Monthly Statements

The Contractor shall be entitled to be paid at monthly intervals:

- a) the value of the Works executed less to the cumulative amount paid previously; and
- b) Value of secured advance on the materials and valuation of variations (if any).

The Contractor shall submit each month to the Engineer/ **Executive Engineer, Buildings Division Thatta** a statement showing the amounts to which he considers himself entitled.

11.3 Interim Payments

Within a period not exceeding seven (07) days from the date of submission of a statement for interim payment by the Contractor, the Engineer shall verify the same and within a period not exceeding thirty (30/60) days from the said date of submission by the Contractor, the **Executive Engineer, Buildings Division Thatta** shall pay to the Contractor the sum subject to adjustment for deduction of the advance payments and retention money.

11.4 Retention

Retention money shall be paid by the **Executive Engineer, Buildings Division Thatta** to the Contractor within fourteen (14) days after either the expiry of the period stated in the Contract Data, or the remedying of notified defects, or the completion of outstanding work, all as referred to in Sub-Clause 9.1, whichever is the later.

11.5 Final Payment

Within twenty one (21) days from the date of issuance of the Maintenance Certificate the Contractor shall submit a final account to the Engineer to verify and the Engineer shall verify the same within fourteen (14) days from the date of submission and forward the same to the **Executive Engineer, Buildings Division Thatta** together with any documentation reasonably required to enable the **Executive Engineer, Buildings Division Thatta** to ascertain the final contract value.

Within sixty (60) days from the date of receipt of the verified final account from the Engineer, the **Executive Engineer, Buildings Division Thatta** shall pay to the Contractor any amount due to the Contractor. While making such payment the **Executive Engineer, Buildings Division Thatta** may, for reasons to be given to the Contractor in writing, withhold any part or parts of the verified amount.

11.6 Currency

Payment shall be in the currency stated in the Contract Data.

12. DEFAULT

12.1 Defaults by Contractor

If the Contractor abandons the Works, refuses or fails to comply with a valid instruction of the Engineer/ **Executive Engineer, Buildings Division Thatta** or fails to proceed expeditiously and without delay, or is, despite a written complaint, in breach of the Contract, the Procuring Agency may give notice referring to this Sub-Clause and stating the default.

If the Contractor has not taken all practicable steps to remedy the default within fourteen (14) days after receipt of the **Executive Engineer, Buildings Division Thatta** notice, the **Executive Engineer, Buildings Division Thatta** may by a second notice given within a further twenty one (21) days, terminate the Contract. The Contractor shall then demobilize from the Site leaving behind any Contractor's Equipment which the **Executive Engineer, Buildings Division Thatta** instructs, in the second notice, to be used for the completion of the Works at the risk and cost of the Contractor.

12.2. Defaults by Executive Engineer, Buildings Division Thatta

If the **Executive Engineer, Buildings Division Thatta** fails to pay in accordance with the Contract, or is, despite a written complaint, in breach of the Contract, the Contractor may give notice referring to this Sub-Clause and stating the default. If the default is not remedied within fourteen (14) days after the **Executive Engineer, Buildings Division Thatta** receipt of this notice, the Contractor may suspend the execution of all or parts of the Works.

If the default is not remedied within twenty eight (28) days after the **Executive Engineer, Buildings Division Thatta** receipt of the Contractor's notice, the Contractor may by a second notice given within a further twenty one (21) days, terminate the Contract. The Contractor shall then demobilize from the Site.

12.3 Insolvency

If a Party is declared insolvent under any applicable law, the other Party may by notice terminate the Contract immediately. The Contractor shall then demobilize from the site leaving behind, in the case of the Contractor's insolvency, any Contractor's Equipment which the **Executive Engineer, Buildings Division Thatta** instructs in the notice is to be used for the completion of the Works.

12.4 Payment upon Termination

After termination, the Contractor shall be entitled to payment of the unpaid balance of the value of the works executed and of the Materials and Plant reasonably delivered to the site, adjusted by the following:

- a) Any sums to which the Contractor is entitled under Sub-Clause 10.4,
- b) Any sums to which the **Executive Engineer, Buildings Division Thatta** is entitled,
- c) If the **Executive Engineer, Buildings Division Thatta** has terminated under Sub-Clause 12.1 or 12.3, the **Executive Engineer, Buildings Division Thatta** shall be entitled to a sum equivalent to twenty percent (20%) of the value of parts of the Works not executed at the date of the termination, and
- d) If the Contractor has terminated under Sub-Clause 12.2 or 12.3, the Contractor shall be entitled to the cost of his demobilization together with a sum equivalent to ten percent (10%) of the value of parts of the works not executed at the date of termination.

The net balance due shall be paid or repaid within twenty eight (28) days of the notice of termination.

13. RISKS AND RESPONSIBILITIES

13.1 Contractor's Care of the Works

Subject to Sub-Clause 9.1, the Contractor shall take full responsibility for the care of the Works from the Commencement Date until the date of the **Executive Engineer, Buildings Division Thatta** /Engineer's issuance of Certificate of Completion under Sub-Clause 8.2. Responsibility shall then pass to the Procuring Agency. If any loss or damage happens to the Works during the above period, the Contractor shall rectify such loss or damage so that the Works conform with the Contract.

Unless the loss or damage happens as a result of any of the **Executive Engineer, Buildings Division Thatta** Risks, the Contractor shall indemnify the **Executive Engineer, Buildings Division Thatta**, or his agents against all claims loss, damage and expense arising out of the Works.

13.2 Force Majeure

If Force Majeure occurs, the Contractor shall notify the Engineer/ Executive Engineer, Buildings Division Thatta immediately. If necessary, the Contractor may suspend the execution of the Works and, to the extent agreed with the Procuring Agency demobilize the Contractor's Equipment.

If the event continues for a period of eighty four (84) days, either Party may then give notice of termination which shall take effect twenty eight (28) days after the giving of the notice.

After termination, the Contractor shall be entitled to payment of the unpaid balance of the value of the Works executed and of the Materials and Plant reasonably delivered to the Site, adjusted by the following:

- a) Any sums to which the Contractor is entitled under Sub-Clause 10.4,
- b) The cost of his demobilization, and
- c) Less any sums to which the Procuring Agency is entitled.

The net balance due shall be paid or repaid within thirty five (35) days of the notice of termination.

14. INSURANCE

14.1 Arrangements

The Contractor shall, prior to commencing the Works, effect insurances of the types, in the amounts and naming as insured the persons stipulated in the Contract Data except for items (a) to (e) and (i) of the Executive Engineer, Buildings Division Thatta Risks under Sub-Clause 6.1. The policies shall be issued by insurers and in terms approved by the Procuring Agency. The Contractor shall provide the Engineer/ Executive Engineer, Buildings Division Thatta with evidence that any required policy is in force and that the premiums have been paid.

14.2 Default

If the Contractor fails to effect or keep in force any of the insurances referred to in the previous Sub-Clause, or fails to provide satisfactory evidence, policies or receipts, the Procuring Agency may, without prejudice to any other right or remedy, effect insurance for the cover relevant to such as a default and pay the premiums due and recover the same plus a sum in percentage given in Contractor Data from any other amounts due to the Contractor.

15. RESOLUTION OF DISPUTES

15.1 Engineer's Decision

If a dispute of any kind whatsoever arises between the **Executive Engineer, Buildings Division Thatta** and the Contractor in connection with the works, the matter in dispute shall, in the first place, be referred in writing to the Engineer, with a copy to the other party. Such reference shall state that it is made pursuant to this Clause. No later than the twenty eight (28) days after the day on which he received such reference, the Engineer shall give notice of his decision to the **Executive Engineer, Buildings Division Thatta** (Superintending Engineer) and the Contractor. Unless the Contract has already been repudiated or terminated, the Contractor shall, in every case, continue to proceed with the work with all due diligence, and the Contractor and the **Executive Engineer, Buildings Division Thatta** (Superintending Engineer) shall give effect forthwith to every such decision of the Engineer unless and until the same shall be revised, as hereinafter provided in an arbitral award.

15.2 Notice of Dissatisfaction

If a Party is dissatisfied with the decision of the Engineer of consultant or if no decision is given within the time set out in Sub-Clause 15.1 here above, the Party may give notice of dissatisfaction referring to this Sub-Clause within fourteen (14) days of receipt of the decision or the expiry of the time for the decision. If no notice of dissatisfaction is given within the specified time, the decision shall be final and binding on the Parties. If notice of dissatisfaction is given within the specified time, the decision shall be binding on the Parties who shall give effect to it without delay unless and until the decision of the Engineer is revised by an arbitrator.

If a contractor is dissatisfied with the decision of the Engineer of the department or decision is not given in time then he can approach Superintending Engineer within 14 days, in case of dissatisfaction with decision of Superintending Engineer or not decided within 28 days, then arbitration process would be adopted as per clause 15.3.

15.3 Arbitration

A dispute which has been the subject of a notice of dissatisfaction shall be finally settled as per provisions of Arbitration Act 1940 (Act No. X of 1940) and Rules made there under and any statutory modifications thereto. Any hearing shall be held at the place specified in the Contract Data and in the language referred to in Sub-Clause 1.5.

16 INTEGRITY PACT

16.1 If the Contractor or any of his Sub-Contractors, agents or servants is found to have violated or involved in violation of the Integrity Pact signed by the Contractor as Schedule-F to his Bid, then the Procuring Agency shall be entitled to:

- (a) Recover from the Contractor an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by the Contractor or any of his Sub-Contractors, agents or servants;

- (b) Terminate the Contract; and
- (c) Recover from the Contractor any loss or damage to the **Executive Engineer, Buildings Division Thatta** as a result of such termination or of any other corrupt business practices of the Contractor or any of his Sub-Contractors, agents or servants.

On termination of the Contract under Sub-Para (b) of this Sub-Clause, the Contractor shall demobilize from the site leaving behind Contractor's Equipment which the Procuring Agency instructs, in the termination notice, to be used for the completion of the works at the risk and cost of the Contractor. Payment upon such termination shall be made under Sub-Clause 12.4, in accordance with Sub-Para (c) thereof, after having deducted the amounts due to the **Executive Engineer, Buildings Division Thatta** under Sub-Para (a) and (c) of this Sub-Clause.

CONTRACT DATA

(Note: Except where otherwise indicated, all Contract Data should be filled in by the Executive Engineer, Buildings Division Thatta prior to issuance of the Bidding Documents.)

Sub-Clauses of Conditions of Contract

1.1.3 Executive Engineer, Buildings Division Thatta Drawings, if any
(To be listed by the Executive Engineer, Buildings Division Thatta)

1.1.4 The Procuring Agency means
Executive Engineer, Buildings Division Thatta

1.1.5 The Contractor means

1.1.7 Commencement Date means the date of issue of Engineer's Notice to Commence which shall be issued within fourteen (14) days of the signing of the Contract Agreement.

1.1.9 Time for Completion 24 - Months.
(The time for completion of the whole of the Works should be assessed by the Executive Engineer, Buildings Division Thatta)

1.1.20 Engineer (mention the name along with the designation including whether he belongs to department or consultant) and other details
Executive Engineer, Buildings Division Thatta.

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

- (a) The Contract Agreement
- (b) Letter of Acceptance
- (c) The completed Form of Bid
- (d) Contract Data
- (e) Conditions of Contract
- (f) The completed Schedules to Bid including Schedule of Prices
- (g) The Drawings, if any
- (h) The Specifications
- (i) _____
- (j) _____

(The Executive Engineer, Buildings Division Thatta may add, in order of priority, such other documents as form part of the Contract. Delete the document, if not applicable)

2.1 Provision of Site: On the Commencement Date

3.1 Authorized person: **Assistant Engineer Building Sub-Division Thatta.**

3.2 Name and address of Engineer's/ Executive Engineer, Buildings Division Thatta representative **Mr. _____**
Assistant Engineer Building Sub-Division Thatta.

4.4 Performance Security:

Amount: **Security Deposit 4%**

Validity_____

(Form: As provided under Standard Forms of these Documents)

5.1 Requirements for Contractor's design (if any):

Specification Clause No's_____

7.2 Programme:

Time for submission: Within fourteen (14) days* of the Commencement Date.

Form of Programme: **attached** (Bar Chart/CPM/PERT or other)

7.4- Amount payable due to failure to complete shall be 1% per day up to a maximum of (10%) of sum stated in the Letter of Acceptance (Usually the liquidated damages are set between 0.05 percent and 0.10 percent per day).

7.5 Early Completion

In case of earlier completion of the Work, the Contractor is entitled to be paid bonus up-to limit and at a rate equivalent to 50% of the relevant limit and rate of liquidated damages stated in the contract data.

9.1 Period for remedying defects

15 Days as per under of defects.

10.2 (e) Variation procedures:

Day work rates_____

(details)

11.1 Terms of Payments

a) Mobilization Advance

(1) Mobilization Advance up to 10 % of the Contract Price stated in the Letter of Acceptance shall be paid by the **Executive Engineer, Buildings Division Thatta** to the Contractor on the works costing Rs.2.5 million or above on following conditions:

- a) On submission by the Contractor of a Mobilization Advance Guarantee for the full amount of the Advance in the specified form from a Scheduled Bank in Pakistan to the **Executive Engineer, Buildings Division Thatta**;
- b) Contractor will pay interest on the mobilization advance at the rate of 10% per annum on the advance; and

- c) This Advance including the interest shall be recovered in 5 equal installments from the five (05) R.A bills and in case the number of bills is less than five (05) then 1/5th of the advance inclusive of the interest thereon shall be recovered from each bill and the balance together with interest be recovered from the final bill. It may be insured that there is sufficient amount in the final bill to enable recovery of the Mobilization Advance.

OR

Secured Advance on Materials

- (a) The Contractor shall be entitled to receive from the **Executive Engineer, Buildings Division Thatta** Secured Advance against an INDENTURE BOND in P W Account Form No. 31(Fin. R. Form No. 2 acceptable to the Procuring Agency of such sum as the Engineer may consider proper in respect of non-perishable materials brought at the Site but not yet incorporated in the Permanent Works provided that:
- (i) The materials are in accordance with the Specifications for the Permanent Works;
 - (ii) Such materials have been delivered to the Site and are properly stored and protected against loss or damage or deterioration to the satisfaction and verification of the Engineer but at the risk and cost of the Contractor;
 - (iii) The Contractor's records of the requirements, orders, receipts and use of materials are kept in a form approved by the Engineer, and such records shall be available for inspection by the Engineer;
 - (iv) The Contractor shall submit with his monthly statement the estimated value of the materials on Site together with such documents as may be required by the Engineer for the purpose of valuation of materials and providing evidence of ownership and payment therefore;
 - (v) Ownership of such materials shall be deemed to vest in the Procuring Agency and these materials shall not be removed from the Site or otherwise disposed of without written permission of the Procuring Agency;
 - (vi) The sum payable for such materials on Site shall not exceed 75 % of the (i) landed cost of imported materials, or (ii) ex-factory / ex-warehouse price of locally manufactured or produced materials, or (iii) market price of stands other materials;
 - (vii) Secured Advance should not be allowed unless & until the previous advance, if any, fully recovered;
 - (viii) Detailed account of advances must be kept in part II of running account bill; and
 - (ix) Secured Advance may be permitted only against materials/quantities anticipated to be consumed / utilized on the work within a period of 3 months from the date of issue of secured advance and definitely not for full quantities of materials for the entire work/contract
- (b) Recovery of Secured Advance:
- i. Secured Advance paid to the Contractor under the above provisions shall be effected from the monthly payments on actual consumption basis, but not later than period specified in the rules not more than three months (even if unutilized); other conditions.

- ii. As recoveries are made the outstanding accounts of the items concerned in Part II should be reduced by making deduction entries in the column; —deduct quantity utilized in work measured since previous bill, equivalent to the quantities of materials used by the contractor on items of work shown as executed in part I of the bill.
- (c) Interim payments: The Contractor shall submit to the Engineer monthly statements of the estimated value of the work completed less the cumulative amount certified previously.
 - I. The value of work completed comprises the value of the quantities of the items in the Bill of Quantities completed.
 - II. Value of secured advance on the materials and valuation of variations (if any).
 - III. Engineer may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.
 - IV. Retention money and other advances are to be recovered from the bill submitted by contractor.

11.2 *(a) Valuation of the Works:

- i) Lump sum price _____ (details), or
- ii) Lump sum price with schedules of rates _____ (details), or
- iii) Lump sum price with bill of quantities _____ (details), or
- iv) Re-measurement with estimated/bid quantities in the Schedule of Prices or on premium above or below quoted on the rates mentioned in CSR _____ (details), or/and
- v) Cost reimbursable _____ (details)

11.3 Percentage of retention*: five (5%)

11.6 Currency of payment: Pak. Rupees

14.1 Insurances: (Procuring Agency may decide, keeping in view the nature and the scope of the work)

Type of cover

The Works

Amount of cover

The sum stated in the Letter of Acceptance plus fifteen percent (15%)

Type of cover

Contractor's Equipment:

Amount of cover

Full replacement cost

Type of cover

Third Party-injury to persons and damage to property

(The minimum amount of third party insurance should be assessed by the Procuring Agency and entered).

Workers:

Other cover*:

(In each case name of insured is Contractor and Procuring Agency)

14.2 Amount to be recovered

Premium plus _____ percent (____%).

15.3 Arbitration**

Place of Arbitration: _____

* (Procuring Agency to specify as appropriate)

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

STANDARD FORMS

(Note: Standard Forms provided in this document for securities are to be issued by a bank. In case the bidder chooses to issue a bond for accompanying his bid or performance of contract or receipt of advance, the relevant format shall be tailored accordingly without changing the spirit of the Forms of securities).

Name of Work: - Construction of Internal Approaches / Roads Office of the Deputy Commisioner Thatta @ Makli.

SCHEDULE B

S. #	ITEM OF WORK	QTY:	RATE	UNIT	AMOUNT
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SCHEDULE ITEM

- 1 Excavation in Shingle gravel formation requiring not blasting but blasting prohibited & disposal of excavated material up to 50 ft lead i/c dressing & leveling to designed section etc complete. (S.I # 2, Page # 7-b).

TOTAL = 2,100 Cft 5747.5 %0, Cft 12,070

- 2 Cement Concrete brick or stone ballast 1-1/2" to 2" guage ratio 1:4:8 (S.I.No.4b/P-15)

TOTAL = 12,700 Cft 9416.28 %, Cft 1,195,868

- 3 Cement concrete plain including placing, compacting, finishing and curing complete (including screening and washing of stone aggregate without shuttering) (h) Ratio 1:3:6 (S.I.No. 5(h)/C-4)

TOTAL = 5400 Cft 12595 %, Cft 680,130

- 4 Providing & Fixing Cement paving Blocks flooring having size of 197 x 97 x80 mm of city / quddra / cobble shape with pigmented , having strength B/W 5000 psi to 8000 psi i/c filling the joints with hill sand & laying in specified manner / pattern & design etc complete. (S.I.NO.74/P-50)


TOTAL = 21,600 Sft 248.17 P.Sft 5,360,472

- 5 Providing / Fixing Precast edge block 3750 PSI i/c made size 6" incheis thic 12" long x 12" high i/c the cost of cartage, excavation, from work for hanuching 1450 PSI learn concrete 2250 PSI concrete for haunching 1:4 cement mortor. (S.I.No.4, P-16).

TOTAL = 1,680 Rft 297.01 P: Rft 498,977

Total	7,747,516
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CONTRACTOR


EXECUTIVE ENGINEER
BUILDINGS DIVISION
THATTA

NIT No.XEN(Bldgs:)/TC/G-55/

Dated:

Issued to _____

Vide D.R. No.

Dated:

C.D No.

Dated

Bank/Branch: _____

SPPRA BIDDING DOCUMENT

STANDARD FORM OF BIDDING DOCUMENT

FOR

PROCUREMENT OF WORKS

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

REHABILITATION / RENOVATION OF V.I.P REST HOUSE
THATTA @ MAKLI.


EXECUTIVE ENGINEER
BUILDINGS DIVISION
THATTA

INSTRUCTIONS TO PROCURING AGENCIES

INSTRUCTIONS TO PROCURING AGENCIES
(Not to be included in bidding documents)

A) Basis of Documents

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

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

B) Contents of Documents

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

- i. Instructions to Bidders & Bidding Data
- ii. Form of Bid & Schedules to Bid
- iii. Conditions of Contract & Contract Data
- iv. Standard Forms
- v. Specifications
- vi. Drawings, if any

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

The **Executive Engineer, Buildings Division Thatta**, is required to prepare the following for completion of the Bidding Documents:

- i. Invitation for Bids
- ii. Bidding Data

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

The **Executive Engineer, Buildings Division, Thatta**, attention is drawn to the following while finalizing the Bidding Documents.

C) Notice Inviting Tender/ Invitation for Bids/ Request for Expression of Interest

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

The blank spaces wherever shown are required to be filled by the **Executive Engineer, Buildings Division Thatta**, before issuance of Bidding Documents.

The Procuring Agency may modify para 1 of Notice Inviting Tender as per its requirements. The notice should be published so as to give the interested bidders sufficient working period for preparation and submission of bids – not less than 15 days for National Competitive Bidding and 90 days for International Competitive Bidding (SPPRA Rule 18).

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

D) Instructions to Bidders

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

The instructions to Bidders can be used as given. **Executive Engineer, Buildings Division Thatta**, may have to make changes under Bidding Data.

The Executive Engineer, Buildings Division Thatta or Engineer's Representative, if any, shall exercise powers of the Engineer/Procuring Agency under and in connection with Clauses IB.5, IB.6, IB.16, etc. case an Engineer has been appointed by the Executive Engineer, Buildings Division Thatta, the aforesaid clauses may be modified accordingly to specify the role of the Engineer by the Executive Engineer, Buildings Division Thatta, otherwise the Engineer's reference wherever exist, except Sub-Clause 1.1.20 & Clause 15 of Conditions of Contract and Item 1.1.20 of Contract Data, shall be deleted.

E) Bidding Data

The blank spaces wherever shown in Bidding Data are required to be filled by the Engineer/ Executive Engineer, Buildings Division Thatta, before issuance of Bidding Documents.

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

F) SCHEDULES TO BID

Specimen of Schedules to Bid including format of Schedule of Prices are provided in this document. The Executive Engineer, Buildings Division Thatta. May add / delete / modify as per its requirement.

The blank spaces wherever shown are required to be filled by the Engineer/ Executive Engineer, Buildings Division Thatta before issuance of Bidding Documents except those required to be provided by the Contractor.

G) CONDITIONS OF CONTRACT

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

H) CONTRACT DATA

The blank spaces wherever shown are required to be filled by the Engineer / Executive Engineer, Buildings Division Thatta before issuance of Bidding Documents.

1. Referring to Sub-Clause 1.1.1 of Conditions of Contract, the Engineer/**Executive Engineer, Buildings Division Thatta** may add, in order of priority, such other documents as to form part of the Contract, in Sub-Clause 1.3 of the Contract Data.
2. The **Executive Engineer, Buildings Division Thatta** Representative, if any, shall exercise powers of the **Executive Engineer, Buildings Division Thatta** under and in connection with Sub-Clauses 1.3, 2.3, 4.2, 4.3, 5.1, 7.3, 8.2, 9.1, 9.2, 10.1, 10.2, 10.5, 11.1, 11.5, 12.1, 13.2 and 14.1 of the Conditions of Contract. In case an Engineer has been appointed by the **Executive Engineer, Buildings Division Thatta**, the aforesaid clauses may be modified accordingly by the Procuring Agency.
3. The sum insured for different insurances including minimum amount of third party insurance should be assessed by the Engineer/**Executive Engineer, Buildings Division Thatta** and entered in Contract Data. Such insurance cover shall be carried out with Insurance Company having at least AA rating from PACRA / JCR in the favour of the **Executive Engineer, Buildings Division Thatta**.
4. The time for completion of the whole of the works should be assessed by the Engineer/**Executive Engineer, Buildings Division Thatta** and entered in the Contract Data.
5. The Conditions of Contract contain no overall limit on the Contractor's liability. The amount of liquidated damages per day of delay shall be entered by the Engineer/**Executive Engineer, Buildings Division Thatta** in Contract Data. Usually the liquidated damages are set between 0.05 percent and 0.10 percent per day and the maximum limit as 10 percent of contract price stated in the Letter of Acceptance.
6. Any amendment and/or additions to the Conditions of the Contract that are specific to a given Bid/Contract should be included by the **Executive Engineer, Buildings Division Thatta**. This may include but not be limited to the provisions regarding the following:
 - a) Terms of Payment should be prepared and incorporated in Contract Data by the Engineer/**Executive Engineer, Buildings Division Thatta**.
 - b) The Engineer/**Executive Engineer, Buildings Division Thatta** to make sure that all taxes and duties are included by the Bidders/Contractors in their prices.

I. Specifications

To be prepared and incorporated by the Engineer/**Executive Engineer, Buildings Division Thatta**.

J. Drawings

To be prepared and incorporated by the Engineer/**Executive Engineer, Buildings Division Thatta**, if required.

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INVITATION FOR BIDS

INVITATION FOR BIDS

Date: . . .
Bid Reference No.

The Executive Engineer, Buildings Division Thatta, [Executive Engineer, Buildings Division Thatta], invites sealed bids from interested firms or persons licensed by the Pakistan Engineering Council in the appropriate category(not required for works costing Rs 2.5 million or less) and/or duly pre-qualified(if pre-qualification is done for specific scheme/project) with the Executive Engineer, Buildings Division Thatta for the Works, Construction of REHABILITATION / RENOVATION OF V.I.P REST HOUSE THATTA @ MAKLI. [enter title, type and financial volume of work], which will be completed in 24-Months [enter appropriate time period] days.

1. A complete set of Bidding Documents may be purchased by an interested eligible bidder on submission of a written application to the office given below and upon payment of a non-refundable fee of Rupees _____. Bidders may acquire the Bidding Documents from the Office of the Executive Engineer, Buildings Division Thatta, at S.E. OFFICE THATTA. (Mailing Address).
2. All bids must be accompanied by a Bid Security in the amount of Rs. _____/- (Rupees _____) or 2% percentage of bid price in the form of (pay order /demand draft/ bank guarantee) and must be delivered to Executive Engineer Buildings Division Thatta (Indicate Address and Exact Location) at or before ____ P.M, on _____. Bids will be opened at _____ P.M on dated _____ in the presence of bidders' representatives who choose to attend, at the same address [indicate the address if it differs].

Note:

1. Executive Engineer, Buildings Division Thatta, to enter the requisite information in blank spaces.
2. The bid shall be opened within one hour after the deadline for submission of bids.

INSTRUCTIONS TO BIDDERS & BIDDING DATA

Notes on the Instructions to Bidders

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

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

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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 **Executive Engineer, Buildings Division Thatta** as defined in the Bidding Data (hereinafter called —the **Executive Engineer, Buildings Division Thatta**) 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 **Executive Engineer, Buildings Division Thatta** 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. 2.50 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 **Executive Engineer, Buildings Division Thatta** 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/**Executive Engineer, Buildings Division Thatta** 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 **Executive Engineer, Buildings Division Thatta** 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 **Executive Engineer, Buildings Division Thatta** 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 **Executive Engineer, Buildings Division Thatta**.
- 6.3 To afford interested bidders reasonable time in which to take an addendum into account in preparing their Bids, the **Executive Engineer, Buildings Division Thatta** 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 **Executive Engineer, Buildings Division Thatta** 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 **Executive Engineer, Buildings Division Thatta** 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 **Executive Engineer, Buildings Division Thatta** 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 **Executive Engineer, Buildings Division Thatta** 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, **Executive Engineer, Buildings Division Thatta** 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 authorizing 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 **Executive Engineer, Buildings Division Thatta** 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 **Executive Engineer, Buildings Division Thatta** 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 **Executive Engineer, Buildings Division Thatta** 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 **Executive Engineer, Buildings Division Thatta** 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 **Executive Engineer, Buildings Division Thatta** 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 **Executive Engineer, Buildings Division Thatta** at its discretion may consider appropriate, will be announced by the Procuring Agency at the bid opening. The **Executive Engineer, Buildings Division Thatta** 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/**Executive Engineer, Buildings Division Thatta** 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/**Executive Engineer, Buildings Division Thatta** 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 **Executive Engineer, Buildings Division Thatta** 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 **Executive Engineer, Buildings Division Thatta**, 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/ **Executive Engineer, Buildings Division Thatta** 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/ **Executive Engineer, Buildings Division Thatta** 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/ Executive Engineer, Buildings Division Thatta 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 Executive Engineer, Buildings Division Thatta. 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/ Executive Engineer, Buildings Division Thatta the Bid evaluation, Bid comparison or Contract Award decisions may result in the rejection of his Bid. Whereas any bidder feeling aggrieved, may lodge a written complaint to Complaint Redressal Committee as per terms and conditions mentioned in SPP Rules 31 & 32. However, mere fact of lodging a complaint shall not warrant suspension of procurement process.

17.3 Bidders may be excluded if involved in "Corrupt and Fraudulent Practices" means either one or any combination of the practices given below SPP Rule 2(q);

- I. Coercive Practice means any impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence the actions of a party to achieve a wrongful gain or to cause a wrongful loss to another party;
- II. Collusive Practice means any arrangement between two or more parties to the procurement process or contract execution, designed to achieve with or without the knowledge of the Executive Engineer, Buildings Division Thatta 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 **Executive Engineer, Buildings Division Thatta** , 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 & Executive Engineer, Buildings Division Thatta Right

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

19.2 Notwithstanding IB.19.1, the **Executive Engineer, Buildings Division Thatta** 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 **Executive Engineer, Buildings Division Thatta** 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 **Executive Engineer, Buildings Division Thatta** , 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 **Executive Engineer, Buildings Division Thatta** 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 0.3% 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 **Executive Engineer, Buildings Division Thatta**.

IB.21. Performance Security

21.1. The successful bidder shall furnish to the **Executive Engineer, Buildings Division Thatta** 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/ Executive Engineer, Buildings Division Thatta 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, Buildings Division Thatta

Executive Engineer

(Insert name of the Procuring Agency)

Brief Description of Works

REHABILITATION / RENOVATION OF V.I.P REST HOUSE THATTA @ MAKLI.

5.1 (a) Procuring Agency's address:

OFFICE OF THE EXECUTIVE ENGINEER BUILDINGS DIVISION,
GHULAMULLAH, ROAD NEAR D.C OFFICE THATTA.

(Insert address of the Procuring Agency with telex/fax)

(b) Engineer's address:

Residence of Building Colony Bungalow No. D-1/2 at Makli 0298-920170

(Insert name and address of the Engineer, if any, with telex/fax.)

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: (Insert required capabilities and documents)

- i. Financial capacity: (must have turnover of Rs. _____ Million);
- ii. Technical capacity: (mention the appropriate category of registration with PEC and qualification and experience of the staff);
- iii. Construction Capacity: (mention the names and number of equipments required for the work).

12.1.

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

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

13.1. Amount of Bid Security

2% of Bid Amount. _____

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

14.1 Period of Bid Validity

90 Days _____

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

14.4 Number of Copies of the Bid to be submitted:

One original plus 01 copy.

14.6 (a) Executive Engineer, Buildings Division, Thatta, Address for the Purpose of Bid Submission

OFFICE OF THE EXECUTIVE ENGINEER BUILDINGS DIVISION THATTA
GULAMULLAH ROAD NEAR DC OFFICE THATTA.

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

15.1 Deadline for Submission of Bids

Time: _____ PM on dated _____.

16.1 Venue, Time, and Date of Bid Opening

Venue: Executive Engineer, Buildings Division Thatta.

Time: _____ PM on dated _____

16.4 Responsiveness of Bids

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

- * Executive Engineer, Buildings Division Thatta can adopt either of two options. (Select either of them).
 - (a) Fixed Price contract: In these contracts no escalation will be provided during currency of the contract and normally period of completion of these works is upto 12 months.
 - (b) Price adjustment contract: In these contracts escalation will be paid only on those items and in the manner as notified by Finance Department, Government of Sindh, after bid opening during currency of the contract.

FORM OF BID AND SCHEDULES TO BID

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

Bid Reference No.

**REHABILITATION / RENOVATION OF V.I.P REST HOUSE
THATTA @ MAKLI.**

(Name of Works)

To,

Gentlemen,

- 1) Having examined the Bidding Documents including Instructions to Bidders, Bidding Data, Conditions of Contract, Contract Data, Specifications, Drawings, if any, Schedule of Prices and Addenda Nos. _____ for the execution of the above-named works, we, the undersigned, being a company doing business under the name of and address _____ and being duly incorporated under the laws of Pakistan hereby offer to execute and complete such works and remedy any defects therein in conformity with the said Documents including Addenda thereto for the Total Bid Price of Rs. _____ /-(Rupees _____ only) 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 CD No. _____, Dated _____ 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 _____ of _____.

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: _____

SCHEDULES TO BID INCLUDE THE FOLLOWING:

- Schedule A to Bid: Schedule of Prices
- Schedule B to Bid: Specific Works Data
- Schedule C to Bid: Works to be Performed by Subcontractors
- Schedule D to Bid: Proposed Program of Works
- Schedule E to Bid: Method of Performing Works
- Schedule F to Bid: Integrity Pact]

SCHEDULE - A TO BID

SCHEDULE OF PRICES

Sr. No.		Page No.
1.	Preamble to Schedule of Prices.....	24
2.	Schedule of Prices.....	26
	a) Summary of Bid Prices	
	b) Detailed Schedule of Prices / Bill of Quantities (BOQ)	

* [To be prepared by the Engineer/Procuring Agency]

SCHEDULE - A TO BID

PREAMBLE TO SCHEDULE OF PRICES

1. General

- 1.1 The Schedule of Prices shall be read in conjunction with the Conditions of Contract, Contract Data together with the Specifications and Drawings, if any.
- 1.2 The Contract shall be for the whole of the works as described in these Bidding Documents. Bids must be for the complete scope of works.

2. Description

- 2.1 The general directions and descriptions of works and materials are not necessarily repeated nor summarized in the Schedule of Prices. References to the relevant sections of the Bidding Documents shall be made before entering prices against each item in the Schedule of Prices.

3. Units & Abbreviations

- 3.1 Units of measurement, symbols and abbreviations expressed in the Bidding Documents shall comply with the System International d' Unites (SI Units).
-
-

(Note: The abbreviations to be used in the Schedule of Prices to be defined by the Executive Engineer, Buildings Division Thatta).

4. Rates and Prices

- 4.1 Except as otherwise expressly provided under the Conditions of Contract, the rates and amounts entered in the Schedule of Prices shall be the rates at which the Contractor shall be paid and shall be the full inclusive value of the works set forth or implied in the Contract; except for the amounts reimbursable, if any to the Contractor under the Contract.
- 4.2 Unless otherwise stipulated in the Contract Data, the premium, rates and prices entered by the bidder shall not be subject to adjustment during the performance of the Contract.
- 4.3 All duties, taxes and other levies payable by the Contractor shall be included in the rates and prices.

- 4.4 The whole cost of complying with the provisions of the Contract shall be included in the items provided in the Schedule of Prices, and where SCHEDULE - A TO BID no items are provided, the cost shall be deemed to be distributed among the rates and prices entered for the related items of the Works and no separate payment will be made for those items.

The rates, prices and amounts shall be entered against each item in the Schedule of Prices. Any item against which no rate or price is entered by the bidder will not be paid for by the **Executive Engineer, Buildings Division**, Thatta when executed and shall be deemed covered by the rates and prices for other items in the Schedule of Prices.

4.5

- a) The bidder shall be deemed to have obtained all information as to and all requirements related thereto which may affect the bid price.
- b) The Contractor shall be responsible to make complete arrangements for the transportation of the Plant to the Site.

*(Procuring Agency may modify as appropriate)

- 4.6 The Contractor shall provide for all parts of the Works to be completed in every respect. Notwithstanding that any details, accessories, etc. required for the complete installation and satisfactory operation of the Works, are not specifically mentioned in the Specifications, such details shall be considered as included in the Contract Price.

5. Bid Prices

5.1. Break-up of Bid Prices

The various elements of Bid Prices shall be quoted as detailed by the **Executive Engineer, Buildings Division**, in the format of Schedule of Prices. The bidder shall recognize such elements of the costs which he expects to incur the performance of the Works and shall include all such costs in the rates and amounts entered in the Schedule of Prices.

5.2. Total Bid Price

The total of bid prices in the Schedule of Prices shall be entered in the Summary of Bid Prices.

6. Provisional Sums and Day work

6.1. Provisional Sums included and so designated in the Schedule of Prices if any, shall be expended in whole or in part at the direction and discretion of the Engineer/ **Executive Engineer, Buildings Division**. The Contractor will only receive payment in respect of Provisional Sums, if he has been instructed by the Engineer/Procuring Agency to utilize such sums.

6.2 Day work rates in the contractor's bid are to be used for small additional amounts of work and only when the Engineer have given written instructions in advance for additional work to be paid for in that way.

SCHEDULE - A TO BID

Bill No.	Description	Total Amount (Rs)
	(A) Building Work	
1	Civil works	
2	Internal sanitary and water supply	
3	Water Supply	
4	External Development works	
5	Miscellaneous Items	
	(B) Road Work.	
1	Earthwork	
2	Hard Crust and Surface Treatment	
3	Culverts and Bridges	
4	Miscellaneous Items	
	(C) Public Health Engineering Works.	
1	Earthwork	
2	Subsurface Drains	
3	Pipe Laying and Man holes	
4	Tube wells, Pump houses	
5	Compound wall	
6	Miscellaneous Items	
	Total Bid Price (The amount to be entered in Paragraph 1 of the Form of Bid) (In words).	

**SCHEDULE A TO BID
SCHEDULE OF PRICES**

Sr #	Description	Qty	Unit Rate	Total
1 2 3	I. (Civil works)			
1 2 3	II. Internal sanitary and water supply.			
1 2 3	III. Electrification.			
1 2 3	IV. External Development works.			
1 2 3	V. Miscellaneous It			
<i>Total (to be carried to Summary of Bid Price) Add/ Deduct the percentage quoted above/below on the prices of items based on Composite Schedule of Rat</i>				

SCHEDULE - B TO BID

*SPECIFIC WORKS DATA

(To be prepared and incorporated by the Procuring Agency)

**(Note: The Executive Engineer, Buildings Division, shall spell out the information & data required to be filled out by the bidder and to furnish complementary information).*

WORKS TO BE PERFORMED BY SUBCONTRACTORS*

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)
--	--	--

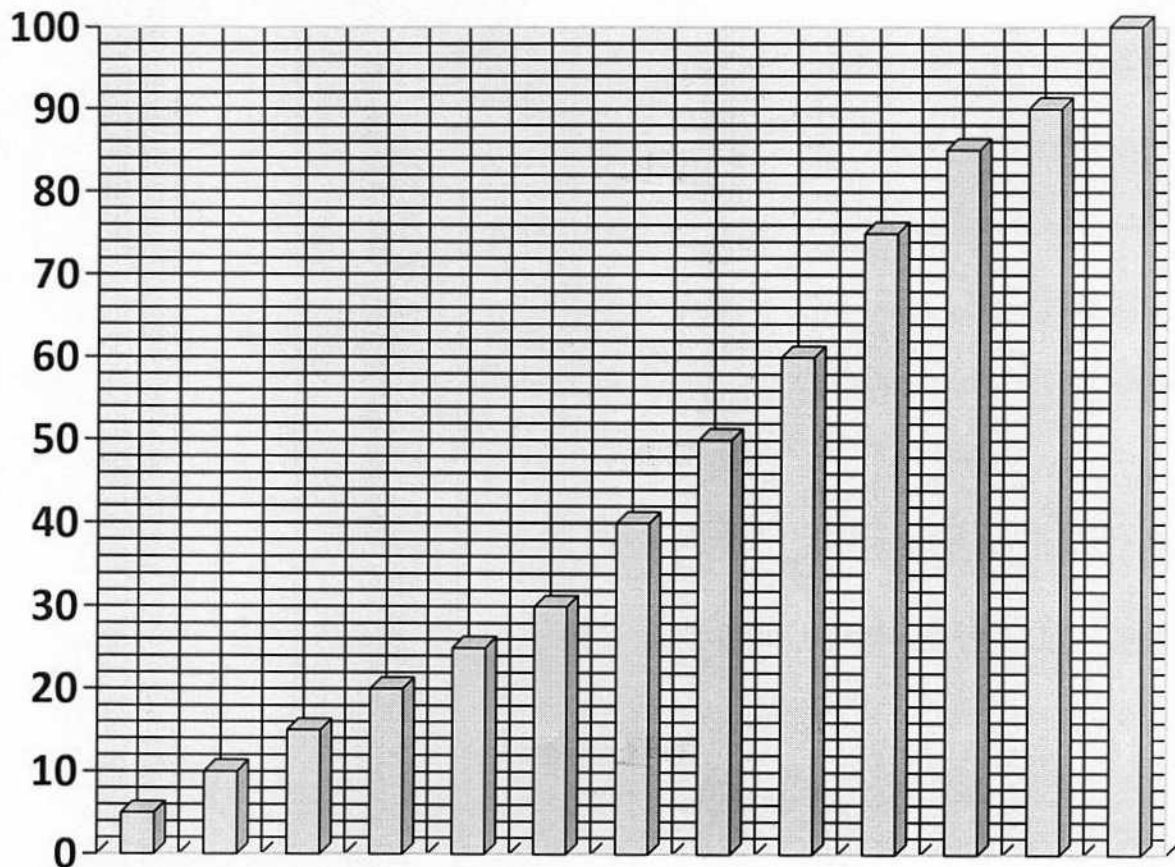
Note:

* The **Executive Engineer, Buildings Division**, 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 **Executive Engineer, Buildings Division**.
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.

SCHEDULE - D TO BID PROPOSED PROGRAMME OF WORKS

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.



SCHEDULE - E TO BID

METHOD OF PERFORMING WORKS

- 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.

(List attached)

- The procedure for installation of equipment and transportation of equipment and materials to the site.

(By own Names as per list at above)

- Organization chart indicating head office & field office personnel involved in management, supervision and engineering of the Works to be done under the Contract.

(Supervision attached)

**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: **REHABILITATION / RENOVATION OF V.I.P REST HOUSE
THATTA @ MAKLI.**

_____ 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 Executive Engineer, Buildings Division, (PA) except that which has been expressly declared pursuant hereto.

_____ 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.

_____ 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 _____ 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.


EXECUTIVE ENGINEER
BUILDINGS DIVISION
[Executive Engineer]
THATTA

Contractor

Signature _____

Name _____

CONDITIONS OF CONTRACT

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CONDITIONS OF CONTRACT

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CONDITIONS OF CONTRACT

1. GENERAL PROVISIONS

1.1 Definitions

In the Contract as defined below, the words and expressions defined shall have the following meanings assigned to them, except where the context requires otherwise:

The Contract

1.1.1 —Contract means the Contract Agreement and the other documents listed in the contract data.

1.1.2 —Specifications means the document as listed in the Contract Data, including **Executive Engineer, Buildings Division Thatta** requirements in respect of design to be carried out by the Contractor (if any), and any Variation to such document.

1.1.3 —Drawings means the **Executive Engineer, Buildings Division Thatta** drawings of the Works as listed in the Contract Data, and any Variation to such drawings.

Persons

1.1.4 **Executive Engineer, Buildings Division Thatta** means the person named in the Contract Data and the legal successors in title to this person, but not (except with the consent of the Contractor) any assignee.

1.1.5 Contractor means the person named in the Contract Data and the legal successors in title to this person, but not (except with the consent of the Procuring Agency) any assignee.

1.1.6 Party means either the **Executive Engineer, Buildings Division Thatta** or the Contractor.

Dates, Times and Periods

1.1.7 Commencement Date means the date fourteen (14) days after the date the Contract comes into effect or any other date named in the Contract Data.

1.1.8 Day means a calendar day

1.1.9 Time for Completion means the time for completing the Works as stated in the Contract Data (or as extended under Sub-Clause 7.3), calculated from the Commencement Date.

Money and Payments

1.1.10 Cost means all expenditure properly incurred (or to be incurred) by the Contractor, whether on or off the Site, including overheads and similar charges but does not include any allowance for profit.

Other Definitions

- 1.1.11 Contractor's Equipment means all machinery, apparatus and other things required for the execution of the Works but does not include Materials or Plant intended to form part of the Works.
- 1.1.12 Country means the Islamic Republic of Pakistan.
- 1.1.13 Procuring Agency's Risks means those matters listed in Sub-Clause 6.1.
- 1.1.14 Force Majeure means an event or circumstance which makes performance of a Party's obligations illegal or impracticable and which is beyond that Party's reasonable control.
- 1.1.15 Materials means things of all kinds (other than Plant) to be supplied and incorporated in the Works by the Contractor.
- 1.1.16 Plant means the machinery and apparatus intended to form or forming part of the Works.
- 1.1.17 Site means the places provided by the **Executive Engineer, Buildings Division Thatta** where the Works are to be executed, and any other places specified in the Contract as forming part of the Site.
- 1.1.18 Variation means a change which is instructed by the Engineer/ **Executive Engineer, Buildings Division Thatta** under Sub-Clause 10.1.
- 1.1.19 Works means any or all the works whether Supply, Installation, Construction etc. and design (if any) to be performed by the Contractor including temporary works and any variation thereof.
- 1.1.20 Engineer means the person notified by the **Executive Engineer, Buildings Division Thatta** to act as Engineer for the purpose of the Contract and named as such in Contract Data.

1.2. Interpretation

Words importing persons or parties shall include firms and organizations. Words importing singular or one gender shall include plural or the other gender where the context requires.

1.3 Priority of Documents

The documents forming the Contract are to be taken as mutually explanatory of one another. If an ambiguity or discrepancy is found in the documents, the priority of the documents shall be in accordance with the order as listed in the Contract Data.

1.4 Law

The law of the Contract is the relevant Law of Islamic Republic of Pakistan.

1.5 Communications

All Communications related to the Contract shall be in English language.

1.6 Statutory Obligations

The Contractor shall comply with the Laws of Islamic Republic of Pakistan and shall give all notices and pay all fees and other charges in respect of the Works.

2. THE PROCURING AGENCY

2.1 Provision of Site

The Executive Engineer, Buildings Division Thatta shall provide the Site and right of access thereto at the times stated in the Contract Data. Site Investigation Reports are those that were included in the bidding documents and are factual and interpretative reports about the surface and subsurface conditions at the Site.

2.2 Permits etc.

The Executive Engineer, Buildings Division Thatta shall, if requested by the Contractor, assist him in applying for permits, licenses or approvals which are required for the Works.

2.3 Engineer's/Procuring Agency's Instructions

The Contractor shall comply with all instructions given by the Procuring Agency or the Engineer, if notified by the Executive Engineer, Buildings Division Thatta, in respect of the Works including the suspension of all or part of the works.

2.4 Approvals

No approval or consent or absence of comment by the Engineer/ Executive Engineer, Buildings Division Thatta shall affect the Contractor's obligations.

3. ENGINEER'S/PROCURING AGENCY'S REPRESENTATIVES

3.1 Authorized Person

The Executive Engineer, Buildings Division Thatta shall appoint a duly authorized person to act for him and on his behalf for the purposes of this Contract. Such authorized person shall be duly identified in the Contract Data or otherwise notified in writing to the Contractor as soon as he is so appointed. In either case the Procuring Agency shall notify the Contractor, in writing, the precise scope of the authority of such authorized person at the time of his appointment.

3.2 Engineer's/ Executive Engineer, Buildings Division Thatta Representative The name and address of Engineer's/ Executive Engineer, Buildings Division Thatta Representative is given in Contract Data. However the Contractor shall be notified by the Engineer/ Executive Engineer, Buildings Division Thatta, the delegated duties and authority before the Commencement of works.

4. THE CONTRACTOR

4.1. General Obligations

The Contractor shall carry out the works properly and in accordance with the Contract. The Contractor shall provide all supervision, labour, Materials, Plant and Contractor's Equipment which may be required

4.2 Contractor's Representative

The Contractor shall appoint a representative at site on full time basis to supervise the execution of work and to receive instructions on behalf of the Contractor but only after obtaining the consent of the Executive Engineer, Buildings Division Thatta for such appointment which consent shall not be withheld without plausible reason(s) by the Executive Engineer, Buildings Division Thatta. Such authorized representative may be substituted/ replaced by the Contractor at any time during the Contract Period but only after obtaining the consent of the Procuring Agency as aforesaid.

4.3 Subcontracting

The Contractor shall not subcontract the whole of the works. The Contractor shall not subcontract any part of the works without the consent of the Executive Engineer, Buildings Division Thatta.

4.4 Performance Security

The Contractor shall furnish to the Procuring Agency within fourteen (14) days after receipt of Letter of Acceptance a Performance Security at the option of the bidder, in the form of Payee's order /Bank Draft or Bank Guarantee from scheduled bank for the amount and validity specified in Contract Data.

5. DESIGN BY CONTRACTOR

5.1 Contractor's Design

The Contractor shall carry out design to the extent specified, as referred to in the Contract Data. The Contractor shall promptly submit to the Engineer/ Executive Engineer, Buildings Division Thatta all designs prepared by him, within fourteen (14) days of receipt the Engineer/ Executive Engineer, Buildings Division Thatta shall notify any comments or, if the design submitted is not in accordance with the Contract, shall reject it stating the reasons. The Contractor shall not construct any element of the works designed by him within fourteen (14) days after the design has been submitted to the Engineer/ Executive Engineer, Buildings Division Thatta or which has been rejected. Design that has been rejected shall be promptly amended and re-submitted. The Contractor shall resubmit all designs commented on taking these comments into account as necessary.

5.2 Responsibility for Design

The Contractor shall remain responsible for his bided design and the design under this Clause, both of which shall be fit for the intended purposes defined in the Contract and he shall also remain responsible for any infringement of any patent or copyright in respect of the same. The Engineer/ Executive Engineer, Buildings Division Thatta shall be responsible for the Specifications and Drawings.

6. PROCURING AGENCY'S RISKS

6.1 The Executive Engineer, Buildings Division Thatta Risks

The Executive Engineer, Buildings Division Thatta Risks are:-

- a) War, hostilities (whether war be declared or not), invasion, act of foreign enemies, within the Country;
- b) Rebellion, terrorism, revolution, insurrection, military or usurped power or civil war, within the Country;
- c) Riot, commotion or disorder by persons other than the Contractor's personnel and other employees including the personnel and employees of Sub-Contractors, affecting the Site and/or the Works;
- d) Ionizing radiations, or contamination by radio-activity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radio-active toxic explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component of such an assembly, except to the extent to which the Contractor/Sub-Contractors may be responsible for the use of any radio-active material;
- e) Pressure waves caused by aircraft or other aerial devices traveling at sonic or supersonic speeds;
- f) Use or occupation by the Executive Engineer, Buildings Division Thatta of any part of the Works, except as may be specified in the Contract;
- g) Late handing over of sites, anomalies in drawings, late delivery of designs and drawings of any part of the Works by the Procuring Agency's personnel or by others for whom the Procuring Agency is responsible;
- h) A suspension under Sub-Clause 2.3 unless it is attributable to the Contractor's failure; and Physical obstructions or physical conditions other than climatic conditions, encountered on the Site during the performance of the Works, for which the Contractor immediately notified to the Executive Engineer, Buildings Division Thatta and accepted by the Procuring Agency.

7. TIME FOR COMPLETION

7.1 Execution of the Works

The Contractor shall commence the Works on the Commencement Date and shall proceed expeditiously and without delay and shall complete the Works, subject to Sub-Clause 7.3 below, within the Time for Completion.

7.2 Programme

Within the time stated in the Contract Data, the Contractor shall submit to the Engineer/ **Executive Engineer, Buildings Division Thatta** a programme for the Works in the form stated in the Contract Data.

7.3 Extension of Time

The Contractor shall, within such time as may be reasonable under the circumstances, notify the **Executive Engineer, Buildings Division Thatta**/Engineer of any event(s) falling within the scope of Sub-Clause 6.1 or 10.3 of these Conditions of Contract and request the **Executive Engineer, Buildings Division Thatta**/Engineer for a reasonable extension in the time for the completion of works. Subject to the aforesaid, the **Executive Engineer, Buildings Division Thatta**/Engineer shall determine such reasonable extension in the time for the completion of works as may be justified in the light of the details/particulars supplied by the Contractor in connection with the such determination by the **Executive Engineer, Buildings Division Thatta**/Engineer within such period as may be prescribed by the **Executive Engineer, Buildings Division Thatta** /Engineer for the same; and the Procuring Agency may extend the time for completion as determined.

7.4 Late Completion

If the Contractor fails to complete the Works within the Time for Completion, the Contractor's only liability to the **Executive Engineer, Buildings Division Thatta** for such failure shall be to pay the amount as liquidity damages stated in the Contract Data for each day for which he fails to complete the Works.

8. TAKING-OVER

8.1 Completion

The Contractor may notify the Engineer/ **Executive Engineer, Buildings Division Thatta** when he considers that the Works are complete.

8.2 Taking-Over Notice

Within fourteen (14) days of the receipt of the said notice of completion from the Contractor the **Executive Engineer, Buildings Division Thatta**/Engineer shall either takeover the completed works and issue a Certificate of Completion to that effect or shall notify the Contractor his reasons for not taking-over the works. While issuing the Certificate of Completion as aforesaid, the **Executive Engineer, Buildings Division Thatta**/Engineer may identify any outstanding items of work which the Contractor shall undertake during the Maintenance Period.

9. REMEDYING DEFECTS

9.1 Remedying Defects

The Contractor shall for a period stated in the Contract Data from the date of issue of the Certificate of Completion carry out, at no cost to the **Executive Engineer, Buildings Division Thatta**, repair and rectification work which is necessitated by the earlier execution of poor quality of work or use of below specifications material in the execution of Works and which is so identified by the **Executive Engineer, Buildings Division Thatta/Engineer** in writing within the said period. Upon expiry of the said period, and subject to the Contractor's faithfully performing his aforesaid obligations, the **Executive Engineer, Buildings Division Thatta/Engineer** shall issue a Maintenance Certificate whereupon all obligations of the Contractor under this Contract shall come to an end.

Failure to remedy any such defects or complete outstanding work within a reasonable time shall entitle the **Executive Engineer, Buildings Division Thatta** to carry out all necessary works at the Contractor's cost. However, the cost of remedying defects not attributable to the Contractor shall be valued as a Variation.

9.2 Uncovering and Testing

The Engineer/ **Executive Engineer, Buildings Division Thatta** may give instruction as to the uncovering and/or testing of any work. Unless as a result of an uncovering and/or testing it is established that the Contractor's design, materials, plant or workmanship are not in accordance with the Contract, the Contractor shall be paid for such uncovering and/or testing as a Variation in accordance with Sub-Clause 10.2.

10. VARIATIONS AND CLAIMS

10.1 Right to Vary

The Procuring Agency/Engineer may issue Variation Order(s) in writing. Where for any reason it has not been possible for the **Executive Engineer, Buildings Division Thatta/Engineer** to issue such Variations Order(s), the Contractor may confirm any verbal orders given by the **Executive Engineer, Buildings Division Thatta/Engineer** in writing and if the same are not refuted/denied by the **Executive Engineer, Buildings Division Thatta/Engineer** within ten (10) days of the receipt of such confirmation the same shall be deemed to be a Variation Orders for the purposes of this Sub-Clause.

10.2. Valuation of Variations

Variations shall be valued as follows:

- a) At a lump sum price agreed between the Parties, or
- b) Where appropriate, at rates in the Contract, or
- c) In the absence of appropriate rates, the rates in the Contract shall be used as the basis for valuation, or failing which at appropriate new rates, as may be agreed or which the Engineer/ **Executive Engineer, Buildings Division Thatta** considers appropriate, or.

- d) If the Engineer/ **Executive Engineer, Buildings Division Thatta** so instructs, at day work rates set out in the Contract Data for which the Contractor shall keep records of hours of labour and Contractor's Equipment, and of Materials, used.

10.3 Changes in the Quantities.

- a) If the final quantity of the work done differs from the quantity in the Bill of Quantities for the particular item by more than 25 percent, provided the change exceeds 1 percent of the Initial Contract Price, the **Executive Engineer, Buildings Division Thatta**/Engineer shall adjust the rate to allow for the change and will be valued as per sub clause 10.2.
- b) The Engineer shall not adjust rates from changes in quantities if thereby the Initial Contract Price is exceeded by more than 15 percent, except with the prior approval of the Procuring Agency.
- c) If requested by the Engineer, the contractor shall provide the Engineer with a detailed cost breakdown of any rate in the Bill of Quantities.

10.4 Early Warning

The Contractor shall notify the Engineer/ **Executive Engineer, Buildings Division Thatta** in writing as soon as he is aware of any circumstance which may delay or disrupt the Works, or which may give rise to a claim for additional payment.

To the extent of the Contractor's failure to notify, which results to the Engineer/ **Executive Engineer, Buildings Division Thatta** being unable to keep all relevant records or not taking steps to minimize any delay, disruption, or Cost, or the value of any Variation, the Contractor's entitlement to extension of the Time for Completion or additional payment shall be reduced/rejected.

10.5 Valuation of Claims

If the Contractor incurs Cost as a result of any of the **Executive Engineer, Buildings Division Thatta** Risks, the Contractor shall be entitled to the amount of such Cost. If as a result of any Procuring Agency's Risk, it is necessary to change the Works, this shall be dealt with as a Variation subject to Contractor's notification for intention of claim to the Engineer/ **Executive Engineer, Buildings Division Thatta** within fourteen (14) days of the occurrence of cause.

10.6 Variation and Claim Procedure

The Contractor shall submit to the Engineer/ **Executive Engineer, Buildings Division Thatta** an itemized detailed breakdown of the value of variations and claims within twenty eight (28) days of the instruction or of the event giving rise to the claim. The Engineer/Procuring Agency shall check and if possible agree the value. In the absence of agreement, the Procuring Agency shall determine the value.

11. CONTRACT PRICE AND PAYMENT

11.1 (a) Terms of Payments

The amount due to the Contractor under any Interim Payment Certificate issued by the Engineer pursuant to this Clause, or to any other terms of the Contract, shall, subject to Clause 11.3, be paid by the **Executive Engineer, Buildings Division Thatta** to the Contractor within 30 days after such Interim Payment Certificate has been jointly verified by **Executive Engineer, Buildings Division Thatta** and Contractor, or, in the case of the Final Certificate referred to in Sub Clause 11.5, within 60 days after such Final Payment Certificate has been jointly verified by Procuring Agency and Contractor;

Provided that the Interim Payment shall be caused in thirty (30) days and Final Payment in 60 days in case of foreign funded project. In the event of the failure of the Procuring Agency to make payment within 90 days then **Executive Engineer, Buildings Division Thatta** shall pay to the Contractor compensation at the 28 days rate of KIBOR+2% per annum in local currency and LIBOR+1% for foreign currency, upon all sums unpaid from the date by which the same should have been paid.

(b) Valuation of the Works

The Works shall be valued as provided for in the Contract Data, subject to Clause 10.

11.2 Monthly Statements

The Contractor shall be entitled to be paid at monthly intervals:

- a) the value of the Works executed less to the cumulative amount paid previously; and
- b) Value of secured advance on the materials and valuation of variations (if any).

The Contractor shall submit each month to the Engineer/ **Executive Engineer, Buildings Division Thatta** a statement showing the amounts to which he considers himself entitled.

11.3 Interim Payments

Within a period not exceeding seven (07) days from the date of submission of a statement for interim payment by the Contractor, the Engineer shall verify the same and within a period not exceeding thirty (30/60) days from the said date of submission by the Contractor, the **Executive Engineer, Buildings Division Thatta** shall pay to the Contractor the sum subject to adjustment for deduction of the advance payments and retention money.

11.4 Retention

Retention money shall be paid by the **Executive Engineer, Buildings Division Thatta** to the Contractor within fourteen (14) days after either the expiry of the period stated in the Contract Data, or the remedying of notified defects, or the completion of outstanding work, all as referred to in Sub-Clause 9.1, whichever is the later.

11.5 Final Payment

Within twenty one (21) days from the date of issuance of the Maintenance Certificate the Contractor shall submit a final account to the Engineer to verify and the Engineer shall verify the same within fourteen (14) days from the date of submission and forward the same to the **Executive Engineer, Buildings Division Thatta** together with any documentation reasonably required to enable the **Executive Engineer, Buildings Division Thatta** to ascertain the final contract value.

Within sixty (60) days from the date of receipt of the verified final account from the Engineer, the **Executive Engineer, Buildings Division Thatta** shall pay to the Contractor any amount due to the Contractor. While making such payment the **Executive Engineer, Buildings Division Thatta** may, for reasons to be given to the Contractor in writing, withhold any part or parts of the verified amount.

11.6 Currency

Payment shall be in the currency stated in the Contract Data.

12. DEFAULT

12.1 Defaults by Contractor

If the Contractor abandons the Works, refuses or fails to comply with a valid instruction of the Engineer/ **Executive Engineer, Buildings Division Thatta** or fails to proceed expeditiously and without delay, or is, despite a written complaint, in breach of the Contract, the Procuring Agency may give notice referring to this Sub-Clause and stating the default.

If the Contractor has not taken all practicable steps to remedy the default within fourteen (14) days after receipt of the **Executive Engineer, Buildings Division Thatta** notice, the **Executive Engineer, Buildings Division Thatta** may by a second notice given within a further twenty one (21) days, terminate the Contract. The Contractor shall then demobilize from the Site leaving behind any Contractor's Equipment which the **Executive Engineer, Buildings Division Thatta** instructs, in the second notice, to be used for the completion of the Works at the risk and cost of the Contractor.

12.2. Defaults by **Executive Engineer, Buildings Division Thatta**

If the **Executive Engineer, Buildings Division Thatta** fails to pay in accordance with the Contract, or is, despite a written complaint, in breach of the Contract, the Contractor may give notice referring to this Sub-Clause and stating the default. If the default is not remedied within fourteen (14) days after the **Executive Engineer, Buildings Division Thatta** receipt of this notice, the Contractor may suspend the execution of all or parts of the Works.

If the default is not remedied within twenty eight (28) days after the Executive Engineer, Buildings Division Thatta receipt of the Contractor's notice, the Contractor may by a second notice given within a further twenty one (21) days, terminate the Contract. The Contractor shall then demobilize from the Site.

12.3 Insolvency

If a Party is declared insolvent under any applicable law, the other Party may by notice terminate the Contract immediately. The Contractor shall then demobilize from the site leaving behind, in the case of the Contractor's insolvency, any Contractor's Equipment which the Executive Engineer, Buildings Division Thatta instructs in the notice is to be used for the completion of the Works.

12.4 Payment upon Termination

After termination, the Contractor shall be entitled to payment of the unpaid balance of the value of the works executed and of the Materials and Plant reasonably delivered to the site, adjusted by the following:

- a) Any sums to which the Contractor is entitled under Sub-Clause 10.4,
- b) Any sums to which the Executive Engineer, Buildings Division Thatta is entitled,
- c) If the Executive Engineer, Buildings Division Thatta has terminated under Sub-Clause 12.1 or 12.3, the Executive Engineer, Buildings Division Thatta shall be entitled to a sum equivalent to twenty percent (20%) of the value of parts of the Works not executed at the date of the termination, and
- d) If the Contractor has terminated under Sub-Clause 12.2 or 12.3, the Contractor shall be entitled to the cost of his demobilization together with a sum equivalent to ten percent (10%) of the value of parts of the works not executed at the date of termination.

The net balance due shall be paid or repaid within twenty eight (28) days of the notice of termination.

13. RISKS AND RESPONSIBILITIES

13.1 Contractor's Care of the Works

Subject to Sub-Clause 9.1, the Contractor shall take full responsibility for the care of the Works from the Commencement Date until the date of the Executive Engineer, Buildings Division Thatta /Engineer's issuance of Certificate of Completion under Sub-Clause 8.2. Responsibility shall then pass to the Procuring Agency. If any loss or damage happens to the Works during the above period, the Contractor shall rectify such loss or damage so that the Works conform with the Contract.

Unless the loss or damage happens as a result of any of the Executive Engineer, Buildings Division Thatta Risks, the Contractor shall indemnify the Executive Engineer, Buildings Division Thatta, or his agents against all claims loss, damage and expense arising out of the Works.

13.2 Force Majeure

If Force Majeure occurs, the Contractor shall notify the Engineer/ Executive Engineer, Buildings Division Thatta immediately. If necessary, the Contractor may suspend the execution of the Works and, to the extent agreed with the Procuring Agency demobilize the Contractor's Equipment.

If the event continues for a period of eighty four (84) days, either Party may then give notice of termination which shall take effect twenty eight (28) days after the giving of the notice.

After termination, the Contractor shall be entitled to payment of the unpaid balance of the value of the Works executed and of the Materials and Plant reasonably delivered to the Site, adjusted by the following:

- a) Any sums to which the Contractor is entitled under Sub-Clause 10.4,
- b) The cost of his demobilization, and
- c) Less any sums to which the Procuring Agency is entitled.

The net balance due shall be paid or repaid within thirty five (35) days of the notice of termination.

14. INSURANCE

14.1 Arrangements

The Contractor shall, prior to commencing the Works, effect insurances of the types, in the amounts and naming as insured the persons stipulated in the Contract Data except for items (a) to (e) and (i) of the **Executive Engineer, Buildings Division Thatta** Risks under Sub-Clause 6.1. The policies shall be issued by insurers and in terms approved by the Procuring Agency. The Contractor shall provide the Engineer/ Executive Engineer, Buildings Division Thatta with evidence that any required policy is in force and that the premiums have been paid.

14.2 Default

If the Contractor fails to effect or keep in force any of the insurances referred to in the previous Sub-Clause, or fails to provide satisfactory evidence, policies or receipts, the Procuring Agency may, without prejudice to any other right or remedy, effect insurance for the cover relevant to such as a default and pay the premiums due and recover the same plus a sum in percentage given in Contractor Data from any other amounts due to the Contractor.

15. RESOLUTION OF DISPUTES

15.1 Engineer's Decision

If a dispute of any kind whatsoever arises between the **Executive Engineer, Buildings Division Thatta** and the Contractor in connection with the works, the matter in dispute shall, in the first place, be referred in writing to the Engineer, with a copy to the other party. Such reference shall state that it is made pursuant to this Clause. No later than the twenty eight (28) days after the day on which he received such reference, the Engineer shall give notice of his decision to the **Executive Engineer, Buildings Division Thatta** (Superintending Engineer) and the Contractor. Unless the Contract has already been repudiated or terminated, the Contractor shall, in every case, continue to proceed with the work with all due diligence, and the Contractor and the **Executive Engineer, Buildings Division Thatta** (Superintending Engineer) shall give effect forthwith to every such decision of the Engineer unless and until the same shall be revised, as hereinafter provided in an arbitral award.

15.2 Notice of Dissatisfaction

If a Party is dissatisfied with the decision of the Engineer of consultant or if no decision is given within the time set out in Sub-Clause 15.1 here above, the Party may give notice of dissatisfaction referring to this Sub-Clause within fourteen (14) days of receipt of the decision or the expiry of the time for the decision. If no notice of dissatisfaction is given within the specified time, the decision shall be final and binding on the Parties. If notice of dissatisfaction is given within the specified time, the decision shall be binding on the Parties who shall give effect to it without delay unless and until the decision of the Engineer is revised by an arbitrator.

If a contractor is dissatisfied with the decision of the Engineer of the department or decision is not given in time then he can approach Superintending Engineer within 14 days, in case of dissatisfaction with decision of Superintending Engineer or not decided within 28 days, then arbitration process would be adopted as per clause 15.3.

15.3 Arbitration

A dispute which has been the subject of a notice of dissatisfaction shall be finally settled as per provisions of Arbitration Act 1940 (Act No. X of 1940) and Rules made there under and any statutory modifications thereto. Any hearing shall be held at the place specified in the Contract Data and in the language referred to in Sub-Clause 1.5.

16 INTEGRITY PACT

16.1 If the Contractor or any of his Sub-Contractors, agents or servants is found to have violated or involved in violation of the Integrity Pact signed by the Contractor as Schedule-F to his Bid, then the Procuring Agency shall be entitled to:

- (a) Recover from the Contractor an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by the Contractor or any of his Sub-Contractors, agents or servants;

- (b) Terminate the Contract; and
- (c) Recover from the Contractor any loss or damage to the **Executive Engineer, Buildings Division Thatta** as a result of such termination or of any other corrupt business practices of the Contractor or any of his Sub-Contractors, agents or servants.

On termination of the Contract under Sub-Para (b) of this Sub-Clause, the Contractor shall demobilize from the site leaving behind Contractor's Equipment which the Procuring Agency instructs, in the termination notice, to be used for the completion of the works at the risk and cost of the Contractor. Payment upon such termination shall be made under Sub-Clause 12.4, in accordance with Sub-Para (c) thereof, after having deducted the amounts due to the **Executive Engineer, Buildings Division Thatta** under Sub-Para (a) and (c) of this Sub-Clause.

CONTRACT DATA

(Note: Except where otherwise indicated, all Contract Data should be filled in by the **Executive Engineer, Buildings Division Thatta** prior to issuance of the Bidding Documents.)

Sub-Clauses of
Conditions of Contract

1.1.3 **Executive Engineer, Buildings Division Thatta** Drawings, if any
(To be listed by the **Executive Engineer, Buildings Division Thatta**)

1.1.4 The Procuring Agency means
Executive Engineer, Buildings Division Thatta

1.1.5 The Contractor means

1.1.7 Commencement Date means the date of issue of Engineer's Notice to Commence which shall be issued within fourteen (14) days of the signing of the Contract Agreement.

1.1.9 Time for Completion **24 - Months.**
(The time for completion of the whole of the Works should be assessed by the **Executive Engineer, Buildings Division Thatta**)

1.1.20 Engineer (mention the name along with the designation including whether he belongs to department or consultant) and other details
Executive Engineer, Buildings Division Thatta.

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

- (a) The Contract Agreement
- (b) Letter of Acceptance
- (c) The completed Form of Bid
- (d) Contract Data
- (e) Conditions of Contract
- (f) The completed Schedules to Bid including Schedule of Prices
- (g) The Drawings, if any
- (h) The Specifications
- (i) _____
- (j) _____

(The **Executive Engineer, Buildings Division Thatta** may add, in order of priority, such other documents as form part of the Contract. Delete the document, if not applicable)

2.1 Provision of Site: On the Commencement Date

3.1 Authorized person: **Assistant Engineer Building Sub-Division Thatta.**

3.2 Name and address of Engineer's/ Executive Engineer, Buildings Division Thatta representative **Mr. _____**
Assistant Engineer Building Sub-Division Thatta.

4.4 Performance Security:

Amount: **Security Deposit 4%**

Validity_____

(Form: As provided under Standard Forms of these Documents)

5.1 Requirements for Contractor's design (if any):

Specification Clause No's_____

7.2 Programme:

Time for submission: Within fourteen (14) days* of the Commencement Date.

Form of Programme: **attached** (Bar Chart/CPM/PERT or other)

7.4- Amount payable due to failure to complete shall be 1% per day up to a maximum of (10%) of sum stated in the Letter of Acceptance (Usually the liquidated damages are set between 0.05 percent and 0.10 percent per day).

7.5 Early Completion

In case of earlier completion of the Work, the Contractor is entitled to be paid bonus up-to limit and at a rate equivalent to 50% of the relevant limit and rate of liquidated damages stated in the contract data.

9.1 Period for remedying defects

15 Days as per under of defects.

10.2 (e) Variation procedures:

Day work rates_____
_____ (details)

11.1 Terms of Payments

a) Mobilization Advance

(1) Mobilization Advance up to 10 % of the Contract Price stated in the Letter of Acceptance shall be paid by the **Executive Engineer, Buildings Division Thatta** to the Contractor on the works costing Rs.2.5 million or above on following conditions:

- a) On submission by the Contractor of a Mobilization Advance Guarantee for the full amount of the Advance in the specified form from a Scheduled Bank in Pakistan to the **Executive Engineer, Buildings Division Thatta**;
- b) Contractor will pay interest on the mobilization advance at the rate of 10% per annum on the advance; and

- c) This Advance including the interest shall be recovered in 5 equal installments from the five (05) R.A bills and in case the number of bills is less than five (05) then 1/5th of the advance inclusive of the interest thereon shall be recovered from each bill and the balance together with interest be recovered from the final bill. It may be insured that there is sufficient amount in the final bill to enable recovery of the Mobilization Advance.

OR

Secured Advance on Materials

- (a) The Contractor shall be entitled to receive from the **Executive Engineer, Buildings Division Thatta** Secured Advance against an INDENTURE BOND in P W Account Form No. 31(Fin. R. Form No. 2 acceptable to the Procuring Agency of such sum as the Engineer may consider proper in respect of non-perishable materials brought at the Site but not yet incorporated in the Permanent Works provided that:
- (i) The materials are in accordance with the Specifications for the Permanent Works;
 - (ii) Such materials have been delivered to the Site and are properly stored and protected against loss or damage or deterioration to the satisfaction and verification of the Engineer but at the risk and cost of the Contractor;
 - (iii) The Contractor's records of the requirements, orders, receipts and use of materials are kept in a form approved by the Engineer, and such records shall be available for inspection by the Engineer;
 - (iv) The Contractor shall submit with his monthly statement the estimated value of the materials on Site together with such documents as may be required by the Engineer for the purpose of valuation of materials and providing evidence of ownership and payment therefore;
 - (v) Ownership of such materials shall be deemed to vest in the Procuring Agency and these materials shall not be removed from the Site or otherwise disposed of without written permission of the Procuring Agency;
 - (vi) The sum payable for such materials on Site shall not exceed 75 % of the (i) landed cost of imported materials, or (ii) ex-factory / ex-warehouse price of locally manufactured or produced materials, or (iii) market price of stands other materials;
 - (vii) Secured Advance should not be allowed unless & until the previous advance, if any, fully recovered;
 - (viii) Detailed account of advances must be kept in part II of running account bill; and
 - (ix) Secured Advance may be permitted only against materials/quantities anticipated to be consumed / utilized on the work within a period of 3 months from the date of issue of secured advance and definitely not for full quantities of materials for the entire work/contract
- (b) Recovery of Secured Advance:
- i. Secured Advance paid to the Contractor under the above provisions shall be effected from the monthly payments on actual consumption basis, but not later than period specified in the rules not more than three months (even if unutilized); other conditions.

- ii. As recoveries are made the outstanding accounts of the items concerned in Part II should be reduced by making deduction entries in the column; —deduct quantity utilized in work measured since previous bill, equivalent to the quantities of materials used by the contractor on items of work shown as executed in part I of the bill.
- (c) Interim payments: The Contractor shall submit to the Engineer monthly statements of the estimated value of the work completed less the cumulative amount certified previously.
 - I. The value of work completed comprises the value of the quantities of the items in the Bill of Quantities completed.
 - II. Value of secured advance on the materials and valuation of variations (if any).
 - III. Engineer may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.
 - IV. Retention money and other advances are to be recovered from the bill submitted by contractor.

11.2 *(a) Valuation of the Works:

- i) Lump sum price _____ (details), or
- ii) Lump sum price with schedules of rates _____ (details), or
- iii) Lump sum price with bill of quantities _____ (details), or
- iv) Re-measurement with estimated/bid quantities in the Schedule of Prices or on premium above or below quoted on the rates mentioned in CSR _____ (details), or/and
- v) Cost reimbursable _____ (details)

11.3 Percentage of retention*: five (5%)

11.6 Currency of payment: Pak. Rupees

14.1 Insurances: (Procuring Agency may decide, keeping in view the nature and the scope of the work)

Type of cover
The Works
Amount of cover

The sum stated in the Letter of Acceptance plus fifteen percent (15%)

Type of cover
Contractor's Equipment:
Amount of cover

Full replacement cost

Type of cover
Third Party-injury to persons and damage to property

(The minimum amount of third party insurance should be assessed by the Procuring Agency and entered).

Workers:

Other cover*:

(In each case name of insured is Contractor and Procuring Agency)

14.2 Amount to be recovered
Premium plus _____ percent (____%).

15.3 Arbitration**
Place of Arbitration: _____

* (Procuring Agency to specify as appropriate)

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

STANDARD FORMS

(Note: Standard Forms provided in this document for securities are to be issued by a bank. In case the bidder chooses to issue a bond for accompanying his bid or performance of contract or receipt of advance, the relevant format shall be tailored accordingly without changing the spirit of the Forms of securities).

Name of Work: - Rehabilitation / Renovation of VIP Rest House Thatta @ Makli.

SCHEDULE B

S. #	ITEM OF WORK	QTY:	RATE	UNIT	AMOUNT
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SCHEDULE ITEM

- 1 Dismantling Cement Concrete reinforced separating reinforcement from concrete cleaning and straightening the same (S.I.No.20 P-11).

TOTAL = 2,518 Cft 5445 %, Cf 137,105

- 2 Dismantling Stone Masonary is lime Cement. (S.I.No.3 P/9).

TOTAL = 3,266 Cft 907.5 %, Cf 29,636

- 3 Removing Cement or lime plaster (S.I.No. 53 P/-14).

TOTAL = 7,304 Sft 121 %, Sf 8,837

- 4 Dismantling cement concrete plain 1:2:4 (S.I.No.19c P/11).

TOTAL = 889 Cft 3327.5 %, Cf 29,590

- 5 Coursed Rubble Masonary hammer dressed in Ground Floor super structure with cement sand mortar Ratio 1:6 (S.I.No.4-diii P-28).

TOTAL = 3,266 Cft 26288.46 %, Cf 858,483

- 6 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 the exposed surface (including screening and washing of shingle (a) R.C.C work in roof slab, beams, columns, rafts, lintels and other structural members laid in situ or precast laid in position. Complete in all respects (i) Ratio 1:2:4 90 lbs. (S.I.No. 6(a)/i/C-4)

TOTAL = 3,085 Cft 337 P. Cft 1,039,550

- 7 Fabrication of Tor steel reinforcement for cement concrete including cutting, bending, laying in position, making joints and fastening including cost of binding wire (also includes removal of rust from bars. (S.I.No. 7(b)/C-4)

TOTAL = 151.48 Cwt 5001.7 P. Cw 757,666

- 8 P/F G.I frames / Chowkats of size 7"x2" or 4-1/2" x 3" for doors using 20 gauge G.I. sheet i/c welded hinges and fixing at site with necessary hold fasts filling with cement sand slurry of ratio 1:6 and repairing the jambs. The cost also i/c all carriage tools and plants used making and fixing.(S.I.No: 29/P-93)

TOTAL = 357 Rft 228.90 P. Rft 81,603

- 9 P/F G.I frames / Chowkats of size 7"x2" or 4-1/2" x 3" for windows & vent. using 20 gauge G.I. sheet i/c welded hinges and fixing at site with necessary hold fasts filling with cement sand slurry of ratio 1:6 and repairing the jambs. The cost also i/c all carriage tools and plants used making and fixing.(S.I.No: 28/P-93)

TOTAL = 278 Rft 240.50 P. Rft 66,859

S. #	ITEM OF WORK	QTY:	RATE	UNIT	AMOUNT
10	Applying Floating coats of Cement Plaster 1/32" thick.(S.I No.14- P-53).				
		TOTAL = 9,990 Sft	660 %	Sf	65,936
11	Cement Plaster 1:6 up to 12 feet height, 3/4"thick.(S.I No.13-C P-52).				
		TOTAL = 9,990 Sft	2,590.50 %	Sf	258,797
12	Cement Plaster 1:4 up to 12 feet height, 3/8"thick.(S.I No.13-C P-52).				
		TOTAL = 9,990 Sft	2197.52 %	Sf	219,538
13	Cement concrete plain including placing, compacting, finishing and curing complete (including screening and washing of stone aggregate without shuttering) (h) Ratio 1:3:6 (S.I.No. 5(h)/C-4)				
		TOTAL = 889 Cft	12595 %	Cf	112,001
14	Providing & laying tiles glazed 6" x 6" x 1/4" on floor or wall facing in required colour and pattern of STILE specification jointed in white cement and pigment over a base of 1:2 grey cement and pigment over a base of 1:2 grey cement mortar 3/4" thick in/c washing and filling of joints with salurry of white cement and pigment in desired shape with finishing cleaning and cost of wax polish etc complete in/c cutting tiles to proper profile. (S.I.No.60 P-47)				
		TOTAL = 3084 Sft	30509.77 %	Sf	940,769
15	Laying floors of approved coloured glazed tiles 1/4" thick laid in white cement & pigment on a bed of 3/4" thick cement mortar 1:2. (S.I.NO.25/P-43)				
		TOTAL = 222 Sft	27,747.06 %	Sf	61,460
16	White glazed tiles 1/4" thick dado jointed in white cement and laid over 1:2 cement sand mortar 3/4" thick in/c finishing (S.I.NO.37/P-45)				
		TOTAL = 539 Sft	28,253.61 %	Sf	152,287
17	Supplying & Fixing false ceiling of plaster of paris in pannels in/c making frame work of deodar wood in/c painitng with soligia paint. (S.I.No.52 P-64).				
		TOTAL = 1666 Sft	25293.42 %	Sf	421,388
17	Providing & Fixing false ceiling of plaster of paris ceilling border of 8"-10" with of specified design & thickness i/c fixing besides ceilling with nails / screws with jetties. (S.I.No.44 P-93).				
		TOTAL = 491 Rft	104.22 P. Rft		51,172
19	First class deodar wood wrought joinery in doors and windows etc fixed in position in/c chowkhast hold fasts hings, iron tower bolts chocks cleats handles and cords with hooks etc (S.I.No.7 P-58). (Only shutters).				
		TOTAL = 188 Sft	902.93 P. Sft		169,299

S. #	ITEM OF WORK	QTY:	RATE	UNIT	AMOUNT
20	Providing & Fixing in position doors, window & ventilators of First class deodar wood frames & 1 3/4" thick commercial ply veneer shutters of First class deodar skeleton (Hollow) & commercail ply wood (three ply) on both sides. (S.I.No.9 P-53).	TOTAL = 386 Sft	1,227.36	P. Sft	474,298
21	S/F in position Aluminium channels framing for hinged doors or Alcop made with 5mm thick tinted glass glazing (belgium) and Alpha (Japan) Locks in/c handles stoppers etc. (S.I.No.83 P-114)	TOTAL = 237 Sft	1507.66	P. Sft	357,315
22	Supplying & Fixing in position Aluminium channels framing for sliding windows & ventilators of Alcop made with 5mm thick tinted glass glazing (Belgium) & Aluminium fly screen i/c handles stoppers & locking arrangement etc complete. (S.I.No: 84, (b), Page No: 108).	TOTAL = 216 Sft	1647.69	P. Sft	355,901
23	P/L C C topping cement concrete 1:2:4 in/c surface finishing and dividing into pannels pannels (S.I.No.16d P-42). <u>2" thick</u>	TOTAL = 5036 Sft	3,275.50	%, Sf	164,954
24	Two coats of bitumen laid hot using 34 lbs for % Sft over roof and blinded with sand @ 1 Cft per % Sft. (S.I.No. 13/P-7)	TOTAL = 5036 Sft	1887.4	%, Sf	95,049
25	Providing & Fixing Cement paving Blocks flooring having size of 197 x 97 x80 mm of city / quddra / cobble shape with pigmented , having strength B/W 5000 psi to 8000 psi i/c filling the joints with hill sand & laying in specified manner / pattern & design etc complete. (S.I.NO.74/P-50)	TOTAL = 374 Sft	248.17	P.Sft	92,816
26	Primary coat of chalk under distemper. (S.I.No.23,P.54).	TOTAL = 9990 Sft	442.75	%, Sf	44,232
27	Distempering 03-Coats (S.I No 24 (b), P-54)	TOTAL = 10068 Sft	1079.65	%, Sf	108,699
28	Preparing the surface and painting with matt finish in/c rubbing the surface with Bathy (silicon carbide rubbing brick) filling the voids with zink /chalk / plaster of paris mixture, applying first coat premix making the surface smooth and then painting 3 coats with matt finish of approved make etc complete (new surface) (S.I.No.36 P-61).	TOTAL = 8,865 Sft	2499.5	%, Sf	221,574
29	Painting new surface © Preparing surface and painting of doors and windows any type (in/c edges) (I&II) 3 coats (S.I.No.5©/I&iiC-11)	TOTAL = 1148 Sft	2116.41	%, Sf	24,294
30	Galvanized wire gauze fixed to chowkhats with 3/4" deodar strips & screws. . (S.I.No.14 (d), P-60).	TOTAL = 216 Sft	190.72	P. Sft	41,196

S. #	ITEM OF WORK	QTY:	RATE	UNIT	AMOUNT
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- S/F in position iron / steel grill of 3/4" x 1/4" size flate iron of approved
31 design in/c painting 3 coats etc complete (wt. not less then 3.7lbs of
finsihing grill) (S.I.NO.26 /P-93)

TOTAL = 485 Sft 180.5 P. Sft 87,452

Total	Rs:	7,529,756
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WATER SUPPLY & SANITARY FITTINGS

Schedule Item

- Providing & Fixing european white galzed earthenware wash down W.C
Pan complete with & i/c the cost of white / black plastic seat (best quality
& lid with C.P brass hinges & buffers, three gallons white glazed
erathern were low level foshing system with siphon fitting 1 1/2" dia
white porcellen enamelled flush band 3/4" dia & makinf Requisite No: of
holes in walls plinth & floor for pipe connections & making good in
cement concrete 1:2:4 (Foreign Equivalent) (S.I.No.5, P-2)
- 4 Nos 11,477.40 Each.. 45,910
- P/F 24"x18" Lav: Basin in white galzed earthenware complete with & i/c
the cost of W.I or C.I cantilever brackets 6 inches built into wall plinth
white in 2-coats after a primary coat of led paint, of 1/2" dia chrome
plated pillar taps, 1-1/2" rubber plug & chrome bars waste of approved
patter, 1-1/4" dia Malloable iron C.P Brass unions and making requisite
number of holes in walls, plinth and floor for pipe connection and making
good in cement concrete 1:2:4 (Standard Pattern) (S.I.No.12, P-4)
- 6 Nos 4,694.80 Each.. 28,169
- P/F steel sink stainless local make complete with cast iron wrought iron
brackets 6 inches built in wall 1-1/2" rubber plug chrome brass chain 1-
1/2" C.P brass waste with 1-1/2" plate PVC waste pipe and making
requisit No. holes in walls & plinth and floor for pipe connection and
making good in cement concrete 1:2:4 (steel sink stainless sized 40" x
20" local making (standard pattern). (S.I.No.19a P-6).
- 1 Nos 5,712.30 Each.. 5,712
- Providing and fixing 6"x2" or 6"x3" C.I floor trap of the approved self
cleaning design with a C.I screwed down grating with or without a vent
arm complete with and l/c making requisite number of holes in walls
plinth and floor for pipe connection and making good in cement concrete
1:2:4.(S.I.No: 20/Chapter-1)
- 6 Nos 2,042.43 Each.. 12,255
- Providing and fixing 15"x12" beveled edge minor of belgium glass
complete with 1/8" thick hard board and C.P screws fixed to wooden
plate Superior Quality.(S.I.No: 4/b/Chapter-2)
- 2 Nos 1,161.60 Each.. 2,323
- Supplying & Fixing long bib cock of superior quality C.P head 1/2" dia .
(S.I. No: 15, Page No: 15).
- 10 Nos 1,109.94 Each.. 11,099
- Supplying & Fixing Cancelled tee Stop cock of superior quality C.P head
1/2" dia . (S.I. No: 114, Page No: 15).
- 14 Nos 843.92 Each.. 11,815
- Supplying & Fixing swan type piller cock of superior quality single with
C.P head 1/2" dia . (S.I. No: 18, Page No: 16).
- 6 Nos 795.30 Each.. 4,772
- Supplying & Fixing C.P Muslim shower with crystel head etc complete .
(S.I. No: 19,b Page No: 19).
- 4 Nos 3,432.00 Each.. 13,728
- Supplying & Fixing bath room assesories seat (7 peaces) i/c tovel rod
brush holder, soap try, shelf of approved quality & design etc complet.
(S.I. No: 22, Page No: 19).
- 4 Nos 8,122.40 Each.. 32,490

S. #	ITEM OF WORK	QTY:	RATE	UNIT	AMOUNT
11	Supplying & Fixing Fiber Glass Tank of approved quality, design & wall thickness as specified i/c the cost of nuts, bolts & fixing in plate form of Cement Concrete 1:3:6 & making connections for in-let & out-let & over-flow pipe etc complete. (S.I.No.3(c), P-21). 1000 Gallons	2 Nos	58,962.94	Each..	117,926
12	Construction of main hole or inspection chamber for there or required dia circular sewer and 3'x6' depth walls B.B in cement plaster 1:3 1/2" thick in site of walls and 1" (25mm) thick over benching and channel and i/c fixing C.I main hole cover with frame of clear opening 1-1/2 (457x 457mm) of 1.75 Cwt (88.9 KG) embeded in plinth C.C 1:2:4 and fixing 1 (25mm) dia M.S step 6" (150 MM) wide projecting 4 (102mm) from the face of wall at 12" (305mm) C.C dully painted etc complete as per specification and drawing No D.P -1 of Public Health Circular Southern Zone.	6 Nos	14,748.00	Each..	88,488
13	Providing G.I Pipes specials & clamps etc i/c fixing cutting & fitting complete with & i/c the cost of breaking through wall & roof making good etc painting 2-coats after cleaning the pipe with white zink paint with pigment to match the colour of the building. (S.I.No.1, P-12). 1/2" Dia 3/4" Dia	100 Rft 300 Rft	73.21 95.79	P. Rft P. Rft	7,321 28,737
14	Providing RCC pipe with collars class "B" & digging the trenches to required depth & fixing in position in/c cutting fitting & jointing with maxphalt composition & cement mortar 1;1 & testing with water pressure to a head of 4 feet the top of the	150 Rft	199.25	P.Rft	29,888

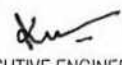
Total	440,632
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Non Schedule Item

1	Supplying & Fixing water pumping set 1/2 H.P mono block single fase 220 volt with 1"x1-1/4 saction & delevrey 50ft head i/c making C C 1:3:6 plate form of approved size & fixing with nuts & bolts local made. R.A	1 No	14,417.70	Each	14,418
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Total	14,418
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CONTRACTOR


EXECUTIVE ENGINEER
BUILDINGS DIVISION
THATTA