

FORMS OF BID AND APPENDICES

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FORM OF BID

Bid Reference No. **REVAMPING OF GUJJAR NALA INCLUDING SERVICE ROADS**

(Name of Contract/Works)

To:

Gentleman,

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

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8. We understand that you are not bound to accept the lowest or any Bid you may receive.
9. We undertake, if our/ my bid is accepted, to execute the Performance Security referred to in clause 10 of the Condition of Contract for the due performance of the contract.
10. We confirm, if our bid is accepted, that all partners of the joint venture shall be liable jointly and serveably for execution of contract and the composition or the constitution of the joint venture shall not be altered without prior consent of the procuring agency

Dated this _____ day of _____ 20_____

Signature: _____

in the capacity of _____ duly authorized to sign Bids for and on behalf of

(Name of Bidder in Block Capitals)
(Seal)

Address: _____

—

—

Witness:

Signature: _____
Name: _____

Address. _____

Occupation _____

SPECIAL STIPULATIONS

Clause/

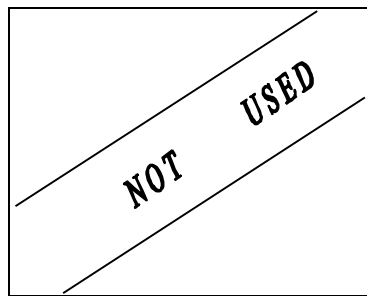
Conditions of Contract

1.	Engineer's Authority to issue Variation in emergency	2.1	2% of the Contract Price stated in the Letter of Acceptance.
2.	Amount of Performance Security	10.1	5% of Contract Price stated in the Letter of Acceptance in the form of bank guarantee from a scheduled Bank of Pakistan acceptable to the Employer, to be furnished within 14 days after receipt of Letter of Acceptance and will be released upon successful completion of defects liability period.
3.	Time for Furnishing Work Programme	14.1	Within 15 days from the date of receipt of Letter of Acceptance.
4.	Minimum amount of Third Party Insurance	23.2	Rs. 500,000 per occurrence with number of occurrences unlimited.
5.	Time for Commencement	41.1	Within 14 days from the date of receipt of Engineer's Notice to Commence which shall be issued within fourteen (14) days after signing of Contract Agreement.
6.	Time for Completion	43.1,	36 months from the date as notified in the Engineer's Notice to Commence.
7.	Amount of Liquidated Damages	47.1	0.03% of the contract price for each day of delay in completion of the Works subject to a maximum of 10% of Contract Price stated in the Letter of Acceptance.
8.	Defects Liability Period	49.1	365 days calculated from the date of completion of work certified by the Engineer.

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9.	Percentage of Retention Money	60.2	10% of the amount of Interim Certificate until the amount so retained reaches the limit of Retention Money.
10.	Limit of Retention Money	60.2	5% of Contract Price stated in the Letter of Acceptance. 50% of Retention Money will be released upon issuance of Taking Over Certificate and the remaining will be released after defect liability period.
11.	Minimum amount of Interim Payment Certificates (Running Bills)	60.2	Not less than Rs.20 Million
12	Time of Payment from delivery of Engineer's Interim Payment Certificate to the Employer.	60.10	30 days in case of local currency or 42 days in case of foreign currency.
13	Mobilization Advance (Interest Free)	60.12	10% of Contract Price stated in the Letter of Acceptance against a Bank Guarantee from a Scheduled Bank in Pakistan.

FOREIGN CURRENCY REQUIREMENTS



PRICE ADJUSTMENT UNDER CLAUSE 70
OF CONDITIONS OF CONTRACT

B Escalation is allowed on the materials only under Clause 70 shall be as follows:

Cost Element	Description	Basic Price	Applicable index
1	2	3	4
(i)	Cement – in bags		Government of Pakistan (GP) Federal Bureau of Statistics (FBS) Monthly Statistical Bulletin.
(ii)	Reinforcing Steel		“ “ “
(iii)	Bricks/ Blocks		N.A.
(iv)	Bitumen		N.A.
(v)	High Speed Diesel		N.A.

Notes:

- 1) Indices are taken from the Government of Pakistan Federal Bureau of Statistics, Monthly Statistical Bulletin. The base cost indices or prices shall be those applying 15 days prior to the latest day for submission of bids. Current indices or prices shall be those applying 28 days prior to the last day of the billing period.
- 2) Any fluctuation in the indices or prices of materials other than those given above shall not be subject to adjustment of the Contract Price.

PROPOSED CONSTRUCTION SCHEDULE

Pursuant to Sub-Clause 43.1 of the General Conditions of Contract, the Works shall be completed on or before the date stated in Appendix-A to Bid. The Bidder shall provide as Appendix-E to Bid, the Construction Schedule in the bar chart (CPM) showing the sequence of work items and the period of time during which he proposes to complete each work item in such a manner that his proposed programme for completion of the whole of the Works and parts of the Works may meet Employer's completion targets in days noted below and counted from the date of receipt of Engineer's Notice to Commence (Attach sheets as required for the specified form of Construction Schedule):

<u>Description</u>	<u>Time for Completion</u>
<p>The Project comprises of</p> <p>Revamping of Gujjar Nala Including Service Roads</p> <p>This project is a part of the Urban Infrastructure Improvement Program.</p> <p>Brief description of works is as follows:</p> <p>The project comprise of following main works:</p> <ul style="list-style-type: none">• Excavation in Slushy / Daldaly or soft soil and its disposal.• Dewatering• Construction of Open RCC Drain.• Construction of Service Roads.• Cutting and reinstatement of existing roads.• Etc.	<p>36 months</p>

METHOD OF PERFORMING THE WORK

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

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

LIST OF MAJOR EQUIPMENT – RELATED ITEMS

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

LIST OF MAJOR EQUIPMENT

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

CONSTRUCTION CAMP AND HOUSING FACILITIES

The Contractor in accordance with Clause 34 of the Conditions of Contract shall provide description of his construction camp's facilities and staff housing requirements.

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

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

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

LIST OF SUBCONTRACTORS

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

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

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

ESTIMATED PROGRESS PAYMENTS

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

Quarter/ Year/ Period	Amounts (Million Rs.)
1	2
1st Quarter	
2 nd Quarter	
3 rd Quarter	
4 th Quarter	
5 th Quarter	
6 th Quarter	
7 th Quarter	
8 th Quarter	
9 th Quarter	
10 th Quarter	
11 th Quarter	
12 th Quarter	
Bid Price	

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

(INTEGRITY PACT)

**DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC.
PAYABLE BY THE SUPPLIERS OF GOODS, SERVICES & WORKS IN
CONTRACTS WORTH RS. 10.00 MILLION OR MORE**

Contract No. _____ Dated _____

Contract Value: _____

Contract Title: _____

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

Without limiting the generality of the foregoing, [name of Supplier] 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 KDA / Govt. of Sindh, except that which has been expressly declared pursuant hereto.

[name of Supplier] certifies 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 KDA / Govt. of Sindh and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

[name of Supplier] 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 KDA / Govt. of Sindh under any law, contract or other instrument, be voidable at the option of KDA / Govt. of Sindh.

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Notwithstanding any rights and remedies exercised by KDA / Govt. of Sindh in this regard, [name of Supplier] agrees to indemnify KDA / Govt. of Sindh for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to KDA / Govt. of Sindh in an amount equivalent to ten time the sum of any commission, gratification, bribe, finder's fee or kickback given by [name of Supplier] 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 KDA / Govt. of Sindh.

Name of Buyer:

Signature:

[Seal]

Name of Seller/Supplier:

Signature:

[Seal]