TENDER DOCUMENT FOR THE PROJECT

CONSTRUCTION OF FLOATING JETTY ALONGWITH COMMUNITY CENTRE AT VILLAGE HASSAN JAT, TALUKA KETI BANDAR, DISTRICT THATTA

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SECTION – I INVITATIONS FOR BIDS



SINDH COASTAL DEVELOPMENT AUTHORITY ENVIRONEMNT, CLIMATE CHANGE & COASTAL DEVELOPMENT DEPARTMENT GOVERNMENT OF SINDH

Address: Sindh Coastal Development Authority, 1st Floor, PIDC House. M.T.Khan Road Karachi Contact: 99204660, 35681318, Email: scdadomain@gmail.com

No. Karachi Dated:

NOTICE INVITING TENDER

The Procuring Agency, Sindh Coastal Development Authority (SCDA), Environment, Climate Change and Coastal Development Department, Government of Sindh being the 'Procuring Agency' in terms of Rule 2 –(1) (k) (Part-1 General Provisions) of SPPRA Rules 2010 (as amended from time to time) intends to invite tender from the interested firms/contractors for the following works as per SPPRA Rules 2010 (as amended from time to time).

S.#	Name of Work	Estimated Cost (Mill.)	Earnest Money	Tender Fee	Time for completion
01	CONSTRUCTION OF FLOATING JETTY ALONGWITH COMMUNITY CENTRE AT LATH BASTI (ADP No.1202)	100.780	5% of the Bid Value	5,000	12 Months
02	CONSTRUCTION OF FLOATING JETTY ALONGWITH COMMUNITY CENTRE AT KETI BANDAR (ADP No.1203)	115.420	5% of the Bid Value	5,000	12 Months
03	CONSTRUCTION OF FLOATING JETTY ALONGWITH COMMUNITY CENTRE AT VILLAGE HASSAN JAT, TALUKA KETI BANDAR, DISTRICT THATTA (ADP No.1204)	114.967	5% of the Bid Value	5,000	12 Months

TERMS AND CONDITIONS.

- 1. The complete set of Biding Documents will be issued from the office of undersigned given address from the date of publication on SPPRA Website on payment of Tender Fee (Non-Refundable) in the shape of Pay Order in favour of "Sindh Coastal Development Authority" with written request on any working day upto ______. The Tender documents can also be downloaded from SPPRA website www.pprainsdh.gov.pk and the SCDA's website www.scda.sindh.gov.pk/tender and also from the address of Sindh Coastal Development Authority.
- 2. Sealed Tenders will be received back on _____ upto 01:30 pm and will be opened on same dated at 02:30 pm in the presence of intending contractors or their authorized representatives.

3.	In case of un-responded/ rejected	tender will	be	re-issued	from		to	o	
	which will be received back on	upto 01	:30	pm and w	ill be	opened on	same	date at	02:30
	pm respectively.								

- 4. Bid shall be valid for 90 days.
- 5. **ELIGIBILITY:** The bidder shall be registered with:
 - a. Income Tax Department and on Active Taxpayers List (ATL) of FBR.
 - b. Sindh Revenue Board (SRB)
 - c. Valid registration with Pakistan Engineering Council in Category C-4 or above with relevant Specialization Codes CE-02, CE-03, CE-05 & CE-10.
- 6. **Required Documents & Evaluation Criteria**: The details of the required documents are incorporated in the tender documents.
- 7. Terms of Reference, Guidelines of the project for Contractor/Consultant and Evaluation Criteria/Method are also incorporated in the tender documents.
- 8. **Method of Procurement** Single Stage Two Envelope Procedure (SSTE). The envelops must be marked separately "Technical Bid" & "Financial Bid" Proposal duly signed and sealed on each page of the documents.
- 9. Conditional/ telegraphic tender will not be entertained.
- 10. No tender without call deposit and bid security or received after specified date & time will not be considered.
- 11. In case of holiday or the undersigned remains out of headquarters on date of opening of tenders. The bids shall be submitted and opened as per given schedule on the next working day.
- 12. Undertaking on stamp paper that the firm is not blacklisted, abandoned or unnecessary delay in completion of any work in Government and as well as private organization.
- 13. The Procuring Agency reserves the right to reject all or any bid subject to the relevant provision of SPPRA Rule 2010 (as amended time to time).

(SHAHARYAR AKHTER KAZI)

DEPUTY DIRECTOR (ENGG.)
SINDH COASTAL DEVELOPMENT
AUTHORITY
ENVIRONMENT CLIMATE CHANGE &
COASTAL DEVELOPMENT
DEPARTMENT
GOVERNMENT OF SINDH
KARACHI.

SECTION – II INSTRUCTIONS TO BIDDERS

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INSTRUCTIONS TO BIDDERS

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

A. GENERAL

IB.1 Scope of Bid

- 1.1 The Director General Sindh Coastal Development Authority (SCDA) Government of Sindh, hereinafter referred as "the Procuring Agency" invites the tenders hereinafter referred as "the Bid" CONSTRUCTION OF FLOATING JETTY ALONGWITH COMMUNITY CENTRE AT VILLAGE HASSAN JAT, TALUKA KETI BANDAR, DISTRICT THATTA hereinafter referred to as the "works Goods".
- 1.2 The successful bidder will be expected to complete the Works within the time specified in Appendix-A to Bid.

IB.2 Source of Funds

2.1 The Procuring Agency has arranged funds from Sindh Government indicated in the Bidding Data towards the cost of the project "CONSTRUCTION OF FLOATING JETTY ALONGWITH COMMUNITY CENTRE AT VILLAGE HASSAN JAT, KETI BANDAR, DISTRICT THATTA".

IB.3 Eligible Bidders

- 3.1 This Invitation for Bids is open to all bidders meeting the following requirements:
- a. Duly licensed by the Pakistan Engineering Council (PEC) in the category C-4 with Codes specialization codes CE-02, CE-03, CE-05 & CE-10.

IB.4 One Bid per Bidder

4.1 Each bidder shall submit only one bid either by himself, or as a partner in a joint venture. A bidder who submits or participates in more than one bid (other than alternatives pursuant to Clause IB.16) will be disqualified.

IB.5 Cost of Bidding

5.1 The bidders shall bear all costs associated with the preparation and submission of their respective bids and the Procuring Agency will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

IB.6 Site Visit

- 6.1 The bidders are advised to visit and examine the Site of Works and its surroundings and obtain for themselves on their own responsibility all information that may be necessary for preparing the bid and entering into a contract for construction of the Works. All cost in this respect shall be at the bidder's own expense.
- 6.2 The bidders and any of their personnel or agents will be granted permission by the Procuring Agency to enter upon his premises and lands for the purpose of such inspection, but only

upon the express condition that the bidders, their personnel and agents, will release and indemnify the Procuring Agency, his personnel and agents from and against all liability in respect thereof and will be responsible for death or personal injury, loss of or damage to property and any other loss, damage, costs and expenses incurred as a result of such inspection.

B. BIDDING DOCUMENTS

IB.7 Contents of Bidding Documents

- 7.1 The Bidding Documents, in addition to invitation for bids, are those stated below and should be read in conjunction with any Agenda issued in accordance with Clause IB.9.
 - 1. Instructions to Bidders & Bidding Data
 - 2. Form of Bid & Schedules to Bid

Schedules to Bid comprise the following:

- (i) Schedule A: Schedule of Prices
- (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
- 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
- 7.2 The bidders are expected to examine carefully the contents of all the above documents. Failure to comply with the requirements of bid submission will be at the Bidder's own risk. Pursuant to Clause IB.26, bids which are not substantially responsive to the requirements of the Bidding Documents will be rejected.

IB.8 Clarification of Bidding Documents

8.1 Any prospective bidder requiring any clarification (s) in respect of the Bidding Documents may notify the Procuring Agency in writing at the Procuring Agency address indicated in the Invitation for Bids. The Procuring Agency will respond to any request for clarification which he receives earlier than 10 days prior to the deadline for submission of bids.

Copies of the Procuring Agency response will be forwarded to all purchasers of the Bidding Documents, including a description of the enquiry but without identifying its source.

IB.9 Amendment of Bidding Documents

- 9.1 At any time prior to the deadline for submission of bids, the Procuring Agency may, for any reason, whether at his own initiative or in response to a clarification requested by a prospective bidder, modify the Bidding Documents by issuing addendum.
- Any addendum thus issued shall be part of the Bidding Documents pursuant to Sub-Clause 7.1 hereof and shall be communicated in writing to all purchasers of the Bidding Documents. Prospective bidders shall acknowledge receipt of each addendum in writing to the Procuring Agency.
- 9.3 To afford prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the Procuring Agency may extend the deadline for submission of bids in accordance with Clause IB.20

C. PREPARATION OF BIDS

IB.10 Language of Bid

10.1 The bid and all correspondence and documents related to the bid exchanged by a bidder and the Procuring Agency shall be in the bid language stipulated in the Bidding Data and Particular Conditions of Contract. Supporting documents and printed literature furnished by the bidders may be in any other language provided the same are accompanied by an accurate translation of the relevant parts in the bid language, in which case, for purposes of evaluation of the bid, the translation in bid language shall prevail.

IB.11 Documents Accompanying the Bid

11.1 Each bidder shall:

- (a) submit a written power of attorney authorizing the signatory of the bid to act for and on behalf of the bidder;
- (b) update the information indicated and listed in the Bidding Data and previously submitted with the application for prequalification, and continue to meet the minimum criteria set out in the prequalification documents which as a minimum, would include the following:
 - (i) Evidence of access to financial resources along with average annual construction turnover:
 - (ii) Financial predictions for the current year and the two following years including the effect of known commitments;
 - (iii) Work commitments since prequalification;
 - (iv) Current litigation information; and
 - (v) Availability of critical equipment.

and

(c) furnish a technical proposal taking into account the various Appendices to Bid specially the following:

Appendix-E to Bid Proposed Construction Schedule Appendix-F to Bid Method of Performing the Work

Appendix-G to Bid List of Major Equipment

Appendix-K to Bid Organization Chart for Supervisory Staff and other pertinent information such as mobilization programme etc;

- Bids submitted by a joint venture of two (2) or more firms shall comply with the following requirements:
 - (a) the bid and in case of a successful bid, the Form of Contract Agreement shall be signed so as to be legally binding on all partners;
 - (b) one of the joint venture partners shall be nominated as being in charge; and this authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the joint venture partners;
 - (c) the partner-in-charge shall always be duly authorized to deal with the Procuring Agency regarding all matters related with and/or incidental to the execution of Works as per the terms and Conditions of Contract and in this regard to incur any and all liabilities, receive instructions, give binding undertakings and receive payments on behalf of the joint venture;
 - (d) all partners of the joint venture shall at all times and under all circumstances be liable jointly and severally for the execution of the Contract in accordance with the Contract terms and a statement to this effect shall be included in the authorization mentioned under Sub-Para(b) above as well as in the Form of Bid and in the Form of Contract Agreement (in case of a successful bid); and
 - (e) a copy of the agreement entered into by the joint venture partners shall be submitted with the bid stating the conditions under which it will function, its period of duration, the persons authorized to represent and obligate it and which persons will be directly responsible for due performance of the Contract and can give valid receipts on behalf of the joint venture, the proportionate participation of the several firms forming the joint venture, and any other information necessary to permit a full appraisal of its functioning. No amendments / modifications whatsoever in the joint venture agreement shall be agreed to between the joint venture partner without prior written consent of the Procuring Agency.
- 11.3 Bidders shall also submit proposals of work methods and schedule, in sufficient detail to demonstrate the adequacy of the Bidders' proposals to meet the technical specifications and the completion time referred to in Sub-Clause 1.2 hereof.

IB.12 Bid Prices

- 12.1 Unless stated otherwise in the Bidding Documents, the Contract shall be for the whole of the Works as described in Sub-Clause 1.1 hereof, based on the unit rates and / or prices submitted by the bidder.
- 12.2 The bidders shall fill in rates and prices for all items of the Works described in the Bill of Quantities. Items against which no rate or price is entered by a bidder will not be paid for by the Procuring Agency when executed and shall be deemed covered by rates and prices for other items in the Bill of Quantities.
- 12.3 All duties, taxes and other levies payable by the Contractor under the Contract, or for any other cause, as on the date 28 days prior to the deadline for submission of bids shall be included in the rates and prices and the total Bid Price submitted by a bidder.

Additional / reduced duties, taxes and levies due to subsequent additions or changes in legislation shall be reimbursed / deducted as per Sub-Clause 70.2 of the General Conditions of Contract Part-I.

12.4 The rates and prices quoted by the bidders are subject to adjustment during the performance of the Contract in accordance with the provisions of Clause 70 of the Conditions of Contract. The bidders shall furnish the prescribed information for the price adjustment formulae in Appendix-C to Bid, and shall submit with their bids such other supporting information as required under the said Clause.

IB.13 Currencies of Bid and Payment

- 13.1 The unit rates and the prices shall be quoted by the bidder entirely in Pak rupees. A bidder expecting to incur expenditures in other currencies for inputs to the Works supplied from outside the Procuring Agency's country (referred to as the "Foreign Currency Requirements") shall indicate the same in Appendix-B to Bid. The proportion of the Bid Price (excluding Provisional Sums) needed by him for the payment of such Foreign Currency Requirements either (i) entirely in the currency of the Bidder's home country or, (ii) at the bidder's option, entirely in Pak rupees provided always that a bidder expecting to incur expenditures in a currency or currencies other than those stated in (i) and (ii) above for a portion of the foreign currency requirements, and wishing to be paid accordingly, shall indicate the respective portions in his bid.
- The rates of exchange to be used by the bidder for currency conversion shall be the TT&OD Selling Rates published or authorized by the State Bank of Pakistan prevailing on the date 28 days prior to the deadline for submission of bids.

For the purpose of payments, the exchange rates used in bid preparation shall apply for the duration of the Contract.

IB.14 Bid Validity

- 14.1 Bids shall remain valid for the period of sixty (60) days after the date of Bid Opening specified in Clause IB.23.
- In exceptional circumstances, prior to expiry of the original bid validity period, the Procuring Agency may request that the bidders extend the period of validity for a specified additional period which shall in no case be more than the original bid validity period. The request and the responses thereto shall be made in writing. A bidder may refuse the request without forfeiting his Bid Security. A bidder agreeing to the request will not be required or permitted to modify his bid, but will be required to extend the validity of his Bid Security for the period of the extension, and in compliance with Clause IB.15 in all respects.

IB.15 Bid Security

15.1 Each bidder shall furnish, as part of his bid, a 5.0% Bid Security in the amount stipulated in the Bidding Data in Pak Rupees or an equivalent amount in a freely convertible currency.

- 15.2 The 5.0% Bid Security shall be, at the option of the bidder, in the form of Deposit at Call or a Bank Guarantee issued by a Scheduled Bank in Pakistan or from a foreign bank duly counter guaranteed by a Scheduled Bank in Pakistan in favor of the Procuring Agency valid for a period 90 days beyond the Bid Validity date.
- 15.3 Any bid not accompanied by 5.0% Bid Security shall be rejected by the Procuring Agency as non-responsive.
- 15.4 The bid securities of unsuccessful bidders will be returned as promptly as possible, but not later than 28 days after the expiration of the period of Bid Validity.
- 15.5 The Bid Security of the successful bidder will be returned when the bidder has furnished the 10% Performance Security and signed the Contract Agreement.
- 15.6 The Bid Security may be forfeited:
 - (a) if the bidder withdraws his bid except as provided in Sub-Clause 22.1;
 - (b) if the bidder does not accept the correction of his Bid Price pursuant to Sub-Clause 27.2 hereof; or
 - (c) In the case of successful bidder, if he fails within the fourteen (14) day time to:
 - (i) Furnish the required Performance Security; or
 - (ii) Sign the Contract Agreement.

IB.16 Alternate Proposals by Bidder

- 16.1 Should any bidder consider that he can offer any advantages to the Procuring Agency by a modification to the designs, specifications or other conditions, he may, in addition to his bid to be submitted in strict compliance with the Bidding Documents, submit any Alternate Proposal(s) containing (a) relevant design calculations; (b) technical specifications; (c) proposed construction methodology; and (d) any other relevant details / conditions, provided always that the total sum entered on the Form of Bid shall be that which represents complete compliance with the Bidding Documents.
- 16.2 Alternate Proposal(s), if any, of the lowest evaluated responsive bidder only may be considered by the Procuring Agency as the basis for the award of Contract to such bidder.

IB.17 Pre-Bid Meeting

17.1 The Procuring Agency may, on his own motion or at the request of any prospective bidder(s), hold a pre-bid meeting to clarify issues and to answer any questions on matters related to the Bidding Documents. The date, time and venue of pre-bid meeting, if convened, is as stipulated in the Bidding Data. All prospective bidders or their authorized representatives shall be invited to attend such a pre-bid meeting.

- 17.2 The bidders are requested to submit questions, if any, in writing so as to reach the Procuring Agency not later than seven (7) days before the proposed pre-bid meeting.
- 17.3 Minutes of the pre-bid meeting, including the text of the questions raised and the replies given, will be transmitted without delay to all purchasers of the Bidding Documents. Any modification of the Bidding Documents listed in Sub-Clause 7.1 hereof which may become necessary as a result of the pre-bid meeting shall be made by the Procuring Agency exclusively through the issue of an Addendum pursuant to Clause IB.9 and not through the minutes of the pre-bid meeting.
- 17.4 Absence at the pre-bid meeting will not be a cause for disqualification of a bidder.

IB.18 Format and Signing of Bid

- 18.1 Bidders are particularly directed that the amount entered on the Form of Bid shall be for performing the Contract strictly in accordance with the Bidding Documents.
- 18.2 All appendices to Bid are to be properly completed and signed.
- 18.3 No alteration is to be made in the Form of Bid nor in the Appendices thereto except in filling up the blanks as directed. If any such alterations be made or if these instructions be not fully complied with, the bid may be rejected.
- 18.4 Each bidder shall prepare by filling out the forms completely and without alterations one (1) original and number of copies, specified in the Bidding Data, of the documents comprising the bid as described in Clause IB.7 and clearly mark them "ORIGINAL" and 'COPY" as appropriate. In the event of discrepancy between them, the original shall prevail.
- 18.5 The original and all copies of the bid shall be typed or written in indelible ink (in the case of copies, Photostats are also acceptable) and shall be signed by a person or persons duly authorized to sign on behalf of the bidder pursuant to Sub- Clause 11.1(a) hereof. All pages of the bid shall be initialed and stamped by the person or persons signing the bid.
- 18.6 The bid shall contain no alterations, omissions or additions, except to comply with instructions issued by the Procuring Agency, or as are necessary to correct errors made by the bidder, in which case such corrections shall be initialed by the person or persons signing the bid.
- 18.7 Bidders shall indicate in the space provided in the Form of Bid their full and proper addresses at which notices may be legally served on them and to which all correspondence in connection with their bids and the Contract is to be sent.
- 18.8 Bidders should retain a copy of the Bidding Documents as their file copy.

D. SUBMISSION OF BIDS

IB.19 Sealing and Marking of Bids

19.1 Each bidder shall submit his bid as under:

- (a) ORIGINAL and each copy of the Bid shall be separately sealed and put in separate envelopes and marked as such.
- (b) The envelopes containing the ORIGINAL and copies will be put in one sealed envelope and addressed / identified as given in Sub- Clause 19.2 hereof.

19.2 The inner and outer envelopes shall:

- (a) be addressed to the Procuring Agency at the address provided in the Bidding Data;
- (b) bear the name and identification number of the contract as defined in the Bidding Data; and
- (c) provide a warning not to open before the time and date for bid opening, as specified in the Bidding Data.
- 19.3 In addition to the identification required in Sub- Clause 19.2 hereof, the inner envelope shall indicate the name and address of the bidder to enable the bid to be returned unopened in case it is declared "late" pursuant to Clause IB.21
- 19.4 If the outer envelope is not sealed and marked as above, the Procuring Agency will assume no responsibility for the misplacement or premature opening of the Bid.

IB.20 Deadline for Submission of Bids

- 20.1 (a) Bids must be received by the Procuring Agency at the address specified no later than the time and date stipulated in the Bidding Data.
 - (b) Bids with charges payable will not be accepted, nor will arrangements be undertaken to collect the bids from any delivery point other than that specified above. Bidders shall bear all expenses incurred in the preparation and delivery of bids. No claims will be entertained for refund of such expenses.
 - (c) Where delivery of a bid is by mail and the bidder wishes to receive an acknowledgment of receipt of such bid, he shall make a request for such acknowledgment in a separate letter attached to but not included in the sealed bid package.
 - (d) Upon request, acknowledgment of receipt of bids will be provided to those making delivery in person or by messenger.
- 20.2 The Procuring Agency may, at his discretion, extend the deadline for submission of bids by issuing an amendment in accordance with Clause IB.9, in which case all rights and obligations of the Procuring Agency and the bidders previously subject to the original deadline will thereafter be subject to the deadline as extended.

IB.21 Late Bids

21.1 (a) Any bid received by the Procuring Agency after the deadline for submission of bids prescribed in Clause IB.20 will be returned unopened to such bidder.

(b) Delays in the mail, delays of person in transit, or delivery of a bid to the wrong office shall not be accepted as an excuse for failure to deliver a bid at the proper place and time. It shall be the bidder's responsibility to determine the manner in which timely delivery of his bid will be accomplished either in person, by messenger or by mail.

IB.22 Modification, Substitution and Withdrawal of Bids

- Any bidder may modify, substitute or withdraw his bid after bid submission provided that the modification, substitution or written notice of withdrawal is received by the Procuring Agency prior to the deadline for submission of bids.
- The modification, substitution, or notice for withdrawal of any bid shall be prepared, sealed, marked and delivered in accordance with the provisions of Clause IB.19 with the outer and inner envelopes additionally marked "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL" as appropriate.
- 22.3 No bid may be modified by a bidder after the deadline for submission of bids except in accordance with Sub-Clauses 22.1 and 27.2.
- 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 in pursuance to Clause IB.15.

E. BID OPENING AND EVALUATION

IB.23 Bid Opening

- 23.1 The Procuring Agency will open the bids, including withdrawals, substitution and modifications made pursuant to Clause IB.22, in the presence of bidders' representatives who choose to attend, at the time, date and location stipulated in the Bidding Data. The bidders' representatives who are present shall sign a register evidencing their attendance.
- 23.2 Envelopes marked "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL" shall be opened and read out first. Bids for which an acceptable notice of withdrawal has been submitted pursuant to Clause IB.22 shall not be opened.
- 23.3 The bidder's name, total Bid Price and price of any Alternate Proposal(s), any discounts, bid modifications, substitution and withdrawals, the presence or absence of Bid Security, and such other details as the Procuring Agency may consider appropriate, will be announced by the Procuring Agency at the opening of bids.
- 23.4 Procuring Agency shall prepare minutes of the bid opening, including the information disclosed to those present in accordance with the Sub-Clause 23.3.

IB.24 Process to be Confidential

24.1 Information relating to the examination, clarification, evaluation and comparison of bid and recommendations for the award of a contract shall not be disclosed to bidders or any other person not officially concerned with such process before the

announcement of bid evaluation report which shall be done at least ten (10) days prior to issue of Letter of Acceptance. 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. Any effort by a bidder to influence the Procuring Agency's processing of bids or award decisions may result in the rejection of such bidder's bid. Whereas any bidder feeling aggrieved may lodge a written complaint not later than fifteen (15) days after the announcement of the bid evaluation report; however mere fact of lodging a complaint shall not warrant suspension of the procurement process.

IB.25 Clarification of Bids

25.1 To assist in the examination, evaluation and comparison of bids, the Procuring Agency may, at his discretion, ask any bidder for clarification of his bid, including breakdowns of unit rates. The request for clarification and the response shall be in writing but no change in the price or substance of the bid shall be sought, offered or permitted except as required to confirm the correction of arithmetic errors discovered by the Procuring Agency in the evaluation of the bids in accordance with Clause IB.28.

IB.26 Examination of Bids and Determination of Responsiveness

- 26.1 Prior to the detailed evaluation of bids, the Procuring Agency will determine whether each bid is substantially responsive to the requirements of the Bidding Documents.
- A substantially responsive bid is one which (i) meets the eligibility criteria; (ii) has been properly signed; (iii) is accompanied by the required Bid Security; and (iv) conforms to all the terms, conditions and specifications of the Bidding Documents, without material deviation or reservation. A material deviation or reservation is one (i) which affect in any substantial way the scope, quality or performance of the Works; (ii) which limits in any substantial way, inconsistent with the Bidding Documents, the Procuring Agency's rights or the bidder's obligations under the Contract; or (iii) adoption/rectification whereof would affect unfairly the competitive position of other bidders presenting substantially responsive bids.
- 26.3 If a bid is not substantially responsive, it will be rejected by the Procuring Agency, and may not subsequently be made responsive by correction or withdrawal of the non-conforming deviation or reservation.

IB.27 Correction of Errors

- 27.1 Bids determined to be substantially responsive will be checked by the Procuring Agency for any arithmetic errors. Errors will be corrected by the Procuring Agency as follows:
 - (a) where there is a discrepancy between the amounts in figures and in words, the amount in words will govern; and
 - (b) where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern, unless in the opinion of the Procuring Agency there is an

obviously gross misplacement of the decimal point in the unit rate, in which case the line item total as quoted will govern and the unit rate will be corrected.

27.2 The amount stated in the Form of Bid will be adjusted by the Procuring Agency in accordance with the above procedure for the correction of errors and with the concurrence of the bidder, shall be considered as binding upon the bidder. If the bidder does not accept the corrected Bid Price, his Bid will be rejected, and the Bid Security shall be forfeited in accordance with Sub- Clause 15.6(b) hereof.

IB.28 Evaluation and Comparison of Bids

- 28.1 The Procuring Agency will evaluate and compare only the Bids determined to be substantially responsive in accordance with Clause IB.26.
- 28.2 In evaluating the Bids, the Procuring Agency will determine for each Bid the evaluated Bid Price by adjusting the Bid Price as follows:
 - (a) making any correction for errors pursuant to Clause IB.27;
 - (b) excluding Provisional Sums and the provision, if any, for contingencies in the Summary Bill of Quantities, but including competitively priced Daywork; and
 - (c) making an appropriate adjustment for any other acceptable variation or deviation.
- 28.3 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in Bid evaluation.
- 28.4 If the Bid of the successful bidder is seriously unbalanced in relation to the Procuring Agency 's estimate of the cost of work to be performed under the Contract, the Procuring Agency may require the bidder to produce detailed price analyses for any or all items of the Bill of Quantities to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, the Procuring Agency may require that the amount of the Performance Security set forth in Clause IB.32 be increased at the expense of the successful bidder to a level sufficient to protect the Procuring Agency against financial loss in the event of default of the successful bidder under the Contract.

F. AWARD OF CONTRACT

IB.29 Award

29.1 Subject to Clauses IB.30 and IB.34, the Procuring Agency will award the Contract to the bidder whose bid has been determined to be substantially responsive to the Bidding Documents and who has offered the lowest evaluated Bid Price, provided that such bidder has been determined to be eligible in accordance with the provisions of Clause IB.3 and qualify pursuant to Sub-Clause IB 29.2.

29.2 The Procuring Agency, at any stage of the bid evaluation, having credible reasons for or *prima facie* evidence of any defect in supplier's or contractor's capacities, may require the suppliers or 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 therefor in writing. They shall form part of the records of that bid evaluation report.

IB.30 Procuring Agency's Right to Accept any Bid and to Reject any or all Bids

30.1 Notwithstanding Clause IB.29, the Procuring Agency reserves the right to accept or reject any Bid, and to annul the bidding process and reject all bids, at any time prior to award of Contract, without thereby incurring any liability to the affected bidders or any obligation except that the grounds for rejection of all bids shall upon request be communicated to any bidder who submitted a bid, without justification of grounds. Rejection of all bids shall be notified to all bidders promptly.

IB.31 Notification of Award

- 31.1 Prior to expiration of the period of bid validity prescribed by the Procuring Agency, the Procuring Agency will notify the successful bidder in writing ("Letter of Acceptance") that his Bid has been accepted. This letter shall name the sum which the Procuring Agency will pay the Contractor in consideration of the execution and completion of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Conditions of Contract called the "Contract Price").
- 31.2 No Negotiation with the bidder having evaluated as lowest responsive or any other bidder shall be permitted, however, Procuring Agency may have clarification meetings to get clarify any item in the bid evaluation report.
- 31.3 The notification of award and its acceptance by the bidder will constitute the formation of the Contract, binding the Procuring Agency and the bidder till signing of the formal Contract Agreement.
- 31.3 Upon furnishing by the successful bidder of a Performance Security, the Procuring Agency will promptly notify the other bidders that their Bids have been unsuccessful and return their bid securities.

IB.32 Performance Security

- 32.1 The successful bidder shall furnish 10% as a Performance Security to the Procuring Agency in the form and the amount stipulated in the Bidding Data and the Conditions of Contract within a period of 14 days after the receipt of Letter of Acceptance.
- Failure of the successful bidder to comply with the requirements of Sub-Clause IB.32.1 or Clauses IB.33 or IB.35 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security.

IB.33 Signing of Contract Agreement

- Within 14 days from the date of furnishing of acceptable Performance Security under the Conditions of Contract, the Procuring Agency will send the successful bidder the Contract Agreement in the form provided in the Bidding Documents, incorporating all agreements between the parties.
- 33.2 The formal Agreement between the Procuring Agency and the successful bidder shall be executed within 14 days of the receipt of the Contract Agreement by the successful bidder from the Procuring Agency.

IB.34 General Performance of the Bidders

The Procuring Agency reserves the right to obtain information regarding performance of the bidders on their previously awarded contracts/works. The Procuring Agency may in case of consistent poor performance of any Bidder as reported by the Procuring Agency s of the previously awarded contracts, interalia, reject his bid and/or refer the case to the Pakistan Engineering Council (PEC). Upon such reference, PEC in accordance with its rules, procedures and relevant laws of the land take such action as may be deemed appropriate under the circumstances of the case including black listing of such Bidder and debarring him from participation in future bidding for similar works.

IB.35 Integrity Pact

The Bidder shall sign and stamp the Integrity Pact provided at Appendix-L to Bid in the Bidding Documents for all Federal Government procurement contracts exceeding Rupees ten million. Failure to provide such Integrity Pact shall make the bidder non-responsive.

IB.36 Instructions not Part of Contract

Bids shall be prepared and submitted in accordance with these Instructions which are provided to assist bidders in preparing their bids, and do not constitute part of the Bid or the Contract Documents.

BIDDING DATA

Instructions to Bidders

1. Name and address of the Procuring Agency:

DIRECTOR GENERAL - SINDH COASTAL DEVELOPMENT AUTHORITY (SCDA) - GOVERNMENT OF SINDH

PIDC House, 1st Floor, M.T. Khan Road, Karachi.

Phone: 021-9204660 -1 Fax: 021-9204654

2. Name of the Project & Summary of the Works:

CONSTRUCTION OF FLOATING JETTY ALONGWITH COMMUNITY CENTRE AT VILLAGE HASSAN JAT, TALUKA KETI BANDAR, DISTRICT THATTA

3. Name of the Borrower/Source of Financing/Funding Agency:

GOVERNMENT OF SINDH

4. Amount and type of financing:

ADP Scheme No. 1204 (2023-24)

5. Time limit for clarification:

07 days

6. Bid language:

English

7. ELIGIBILITY:

The bidder shall be registered with:

- a. Income Tax Department and on Active Taxpayers List (ATL) of FBR.
- b. Sindh Revenue Board (SRB)
- c. Valid registration with Pakistan Engineering Council in Category C-4 or above with relevant Specialization Codes CE-02, CE-03, CE-05 & CE-10.

8. Required Documents: Total Marks 100

The bidder shall provide the following details/documents along with the Company profile.

a. Marine Engineering projects
 (Construction of Marine Engineering Projects completed by the Firm in the last 10 years having minimum cost 50% of the Estimated Cost of the work (03 Marks for each project) – Max Points 30 (Work Orders & Completion Certificate must be attached)

- b. Floating Jetty Projects (Similar Geographical locations)
 (Construction of Floating Jetty projects completed by the Firm in the last 10 years having minimum cost 80% of the Estimated Cost of the work (03 Marks for each project) Max Points 30 (Work Orders & Completion Certificate must be attached)
- c. List of Technical & Managerial Personnel Max Points 20 (As per attached Details Ser.11)
- d. Equipment Proposed for the Project
 Details of Specialized Marine drilling equipment owned by firm/contractor
 (04 Marks for Each Equipment) Max Points 08
 Details of Details of barges, machineries and transport owned by firm/contractor
 (01 Marks for Each Equipment) Max Points 07
- e. Annual Financial Turnover of 5 years required (Min. 100 million). The bidders shall also submit Income Tax Returns of last 5 years and bank statement of last one year. Max Points 05

9. Evaluation Methods

- Applications with required documents attached shall be evaluated on the score obtained and firms obtaining 75 % shall be technically qualified and are eligible for opening of Financial Bid.
- Application of black listed firms shall not be considered;
- Procuring agency shall disqualify the applicant at any time, if found that the information submitted for qualification was either significantly inaccurate or incomplete.

10. Technical / Managerial Personnel:

FOR CONTRACTOR (20 Marks)

S. #.	Key Personal	Qualification	Experience	Marks criteria	Marks
1	Team Leader / Project Manager	Master's in civil engineering, B.E. Civil Engineering	Minimum 10 years overall experience for master's degree holder in Civil and 20 years' experience for B.E. Civil. in Marine engineering construction.	Master (Civil)(10 years exp): 5 marks, or B.E. (Civil)(20 years exp): 5 marks, (Experience should be in Marine Off-shore Design projects/Floating Jetties & allied bridges design	05
2	Senior Civil Engineer (Piling Works)	B.E. Civil Engineering	With 10 years' experience in Marine Engineering works.	B.E. (Civil) with 10 years' Experience in Marine Engineering Works: 05 marks	05
3	Specialized Associate Engineer for	Diploma (Civil) / International Certificate	With 10 years' experience in Marine Engineering / Floating Jetty	Diploma (Civil) or International Certificate, (3 marks)	05

	Floating Jetty		works.	10 years' Experience in Marine engineering projects (02 marks)	
4	Site Engineer	Bachelor of Engineering (Civil)	with min. 05 years' experience	B.E. (Civil): 01 mark, 5 years' Experience in Marine Engineering Works: 1 marks	02
5	Surveyor	B.E. Civil Engineering	05 year's Experience in Marine engineering construction	B.E. (Civil): 01 mark, 5 years' Experience in Marine Engineering Works: 1 marks	02
6	Site Supervisor	Diploma (Civil)	With 10 years' experience	Diploma (Civil) or B.Tech (Civil): Marine engineering projects: 1 marks	01

11. Bidders to quote entirely in Pak. Rupees

12. Period of Bid Validity:

90 Days

13. Amount of Bid Security:

5.0% of Bid Price

14. Venue, time, and date of the pre-Bid meeting:

DIRECTOR GENERAL - SINDH COASTAL DEVELOPMENT AUTHORITY (SCDA) - GOVERNMENT OF SINDH

PIDC House, 1st Floor, M.T. Khan Road, Karachi.

Phone: 021-9204660 -1 Fax: 021-920465419.2

15. Number of copies of the Bid to be completed and returned:

One Original

16. Procuring Agency's address for the purpose of Bid submission:

DIRECTOR GENERAL - SINDH COASTAL DEVELOPMENT AUTHORITY (SCDA) - GOVERNMENT OF SINDH

PIDC House, 1st Floor, M.T. Khan Road, Karachi.

Phone: 021-9204660 -1 Fax: 021-920465419.2

Name and Number of the Contacts:

SHAHARYAR A. KAZI

Deputy Director (Engineering)

Sindh Coastal Development Authority

18. **Deadline for submission of bids:**

Time: 01.30 P.M

Date: 16-04-2024

Venue, time, and date of Bid opening:

Venue

DIRECTOR GENERAL - SINDH COASTAL DEVELOPMENT AUTHORITY (SCDA) - GOVERNMENT OF SINDH

PIDC House, 1st Floor, M.T. Khan Road, Karachi.

Phone: 021-9204660 -1 Fax: 021-920465419.2

Time: 02.30 P.M

Date: 16-04-2024

FORM OF BID AND SCHEDULES TO BID

FORM OF BID

Bid Reference No.

CONSTRUCTION OF FLOATING JETTY ALONGWITH COMMUNITY CENTRE AT VILLAGE HASSAN JAT, TALUKA KETI BANDAR, DISTRICT THATTA

To:

 $Director\ General\ \hbox{-}\ Sindh\ Coastal\ Development\ Authority\ (SCDA)\ \hbox{-}\ Government\ of\ Sindh}$

Karacl	hı
Naiac	ш

1.	Having examined the Bidding Documents including Instructions to Bidders, Bidding Data,
	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 ofdays 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.

We understand that yo	u are not bound to a	accept the lowest or any Bid you may receive.
Dated this	day of	20
Signature:		
		to sign Bids for and on behalf of
	e of Bidder in Block	(Capitals)
	(Seal)	
Address:		
Witness:		
Signature:	· · · · · · · · · · · · · · · · · · ·	
Name:		
Address.		
Occupation		

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 Programme 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	32
2.	Schedule of Prices	29
	(a) Summary of Bid Prices	
	(b) Detailed Schedule of Prices	

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).

FPS System

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 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 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 Procuring Agency 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 Procuring Agency 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

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/Procuring Agency.

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.

SCHEDULE OF PRICES – SUMMARY OF BID PRICES

CONSTRUCTION OF FLOATING JETTY & COMMUNITY CENTRE Size of Floating Jetty: $20 \text{ m} \times 7 \text{ m} + 4 \text{ m} \times 4 \text{ m} = 156 \text{ sq. m}$ (Single Layer)

Size of Community Shed: 30 ft x 30 ft = 900 SFT.

S. No.	Descriptions	Ref. No.	Qty	Unit	Unit / Item Rate (PKR)	Amount Rs. (PKR)
Α	FLOAT UNIT & ACCESSORIES					
1	Floating Cube II (Interlocking Design) COLOR: Light grey, Light Blue, Orange. WT.: 7.0KG (15.4 lbs.) ±5% CAPACITY: 350KG/m2 MATERIAL: HDPE Lupolen 5261Z Make: Magic Float (ROC-Taiwan) or Equivalent	SB- 105	600	Nos.	37,143	22,285,714
2	Short Connecting Pin COLOR: Gray WEIGHT: 0.63KG ± MATERIAL: HDPE Lupolen 5261Z Put into 4 folded lugs of Magic-Float cubes to connect the cubes tightly. Make: Magic Float (ROC-Taiwan) or Equivalent	SA- 202	483	Nos.	8,190	3,956,000
3	Distance Disc COLOR: Black WEIGHT: 0.07KG± MATERIAL: HDPE Lupolen 5261Z For placing between the vacant spaces of Magic-Float lugs. Make: Magic Float (ROC-Taiwan) or Equivalent	SA- 401	120	Nos.	3,250	390,057
4	Side Fixation with Nut COLOR: White WEIGHT: 0.18KG± MATERIAL: HDPE Lupolen 5261Z Put into lugs of margin cubes for strengthening structure. Make: Magic Float (ROC-Taiwan) or Equivalent	SA- 402	118	Nos.	9,360	1,104,480
В	FENDERS					
1	HDPE Fender (3L) COLOR: Yellow DIM: L:130* W:30*H:25/cm WEIGHT: 5.50KG± MATERIAL: HDPE Lupolen 5261Z from Germany Used for protecting the floating structure from being hit directly by the vessels. Make: Magic Float (ROC- Taiwan)	SA- 607	31	Nos.	77,867	2,413,867

С	BOLLARDS FOR MOORING					
1 D	Bollard, Marine Grade MATERIAL: 316 L Stainless Steel WT.: 40KG ± For vessel over 100 tonnage. Make: Locally fabricated with Stainless Steel Sheet imported from Taiwan ROLLERS SYSTEM FOR PILING	SA- 805	8	Nos.	476,190	3,809,524
1	Roller System, Large (1010mm X 1010mm) MATERIAL: 316 Stainless Steel To secure Magic-Float floating structure with the shore or existing jetty with piling. (pile over dia. 30cm). White rollers are UHMW-PE (Ultra High Molecular Weight Polyethylene) Make: Locally fabricated with Stainless Steel Sheet imported from Taiwan	SA- 807	4	Nos.	523,810	2,095,238
2	Screw Joint Unit MATERIAL: 304 Stainless Steel SPECIFICATION: 1/2" Used with Aluminum Side Bar, Roller System, etc. Make: Locally fabricated with Stainless Steel Sheet & Pipe imported from Taiwan	SA- 507	32	Nos	14,286	457,143
E	GANGWAY and Walkway					
1	Gangway Size: 12.2 m x 1.83 m MATERIAL: 304 Stainless Steel Flooring: Wood It is used for connecting between the existing jetty and floating structure, enables passengers passing through it.	SS-12	1	Nos.	5,952,381	5,952,381
2	Fixed Walkway Size: 12.2 m x 1.8 m MATERIAL: Galvanized Steel Flooring: Bamwood (China) It is used for making a bridge of from shore to get the desired depth. The walkway will be placed on the top of pile head.	WW- 12	4	Nos.	4,380,952	17,523,810
F	PILING					
1	Concrete Pilling for Jetty with Liner (450mm Dia.)		320	RFT	58,571	18,742,857

	4000 psi cement concrete steel reinforced pile					
	using GI Liner of Thickness 6 mm with Galvanization 80-100 Micrones, Complete in all					
	respects as shown on the drawings,					
	specifications including all accessories.					
	QTY: 04					
	4(Nos.) X 80 (ft) = 320ft For Jetty					
	Concrete Pilling for walkway with Liner					
	(450mm Dia.)					
2	4000 psi cement concrete steel reinforced pile using Gl Liner of Thickness 6 mm with Galvanization 80-100 Micrones, Complete in all respects as shown on the drawings, specifications including all accessories.		320	RFT	58,571	18,742,857
	QTY: 05					
	4(Nos.) X 70 (ft)					
	1(Nos.) X 40 (ft)					
	Reinforced Concrete Cement Pile Head					
3	Size: 2500 mm X 750mm X 750mm.					
	4000 Psi Reinforced Concrete Cement Pile head		4	Nec	761.005	2.047.610
	including Anchor Bolts and Formwork complete in all respects as shown on the drawings,		4	Nos.	761,905	3,047,619
	specifications including all accessories					
	Reinforced Concrete Cement Foundation with					
	Stairs Size: 2500 mm X 750mm X 750mm.					
4	4000 Psi Reinforced Concrete Cement Foundation including Anchor Bolts and Formwork complete in all respects as shown on the drawings, specifications including all accessories		1	Nos.	857,143	857,143
Н	Hydrographic and Topographic Surveys		1	Nos.	1,170,000.00	1,170,000.00
	Community Shed / Capacity Building Centre					
ı	Size: 30' x 30' = 900 sq ft.		900	SFT	7,715.00	6,943,500.00
	As per Drawing & Engineer's Instructions					
					Total (A)	109,492,189.52
	5% SRB (B)					5,474,609.48
	Total (A+B)					114,966,799.00
	Total in Million					114.966

SCHEDULE - B TO BID

*SPECIFIC WORKS DATA

(NOT APPLICABLE)

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)

Sub-Contracting Not Allowed

Note:

- 1. No change of Sub-Contractors shall be made by the bidder without prior approval of the Procuring Agency.
- 2. The truthfulness and accuracy of the statement as to the experience of Sub-Contractors is guaranteed by the bidder. The Procuring Agency's judgment shall be final as to the evaluation of the experience of Sub-Contractors submitted by the bidder.
- 3. Statement of similar works shall include description, location & value of works, year completed and name & address of the clients.

PROPOSED PROGRAMME OF WORKS

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

METHOD OF PERFORMING WORKS

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 constructional and plant erection, tools and vehicles proposed to be used in delivering/carrying out the Works at Site
- The procedure for installation of equipment and transportation of equipment and materials to the site.
- Organization chart indicating head office & field office personnel involved in management, supervision and engineering of the Works to be done under the Contract.

(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:	
induced the procurement of any contract, rig	Contractor] hereby declares that it has not obtained or the cht, interest, privilege or other obligation or benefit from trative subdivision or agency thereof or any other entity rupt business practice.
has fully declared the brokerage, commission agreed to give and shall not give or agree to or indirectly through any natural or juridical consultant, director, promoter, shareholder, bribe, finder's fee or kickback, whether desc obtaining or inducing the procurement of a	ing, [name of Contractor] represents and warrants that it on, fees etc. paid or payable to anyone and not given or give to anyone within or outside Pakistan either directly I person, including its affiliate, agent, associate, broker, sponsor or subsidiary, any commission, gratification, ribed as consultation fee or otherwise, with the object of contract, right, interest, privilege or other obligation or that which has been expressly declared pursuant hereto.
arrangements with all persons in respect of	ade and will make full disclosure of all agreements and or related to the transaction with GoS and has not taken myent the above declaration, representation or warranty.
not making full disclosure, misrepresenting this declaration, representation and warranty other obligation or benefit obtained or production.	ality and strict liability for making any false declaration, facts or taking any action likely to defeat the purpose of v. It agrees that any contract, right, interest, privilege or cured as aforesaid shall, without prejudice to any other any law, contract or other instrument, be voidable at the
to indemnify GoS for any loss or damage in and further pay compensation to GoS in an ar- gratification, bribe, finder's fee or kickbac	recised by GoS in this regard, [name of Contractor] agrees neurred by it on account of its corrupt business practices mount equivalent to ten time the sum of any commission, ak given by [name of Contractor] as aforesaid for the rement of any contract, right, interest, privilege or other in GoS.
Name of PA:	Name of Contractor:
Signature:	Signature:
[Seal]	[Seal]

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 Procuring Agency's 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 Procuring Agency's drawings of the Works as listed in the Contract Data, and any Variation to such drawings.

Persons

- 1.1.4 "Procuring Agency" 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 Procuring Agency 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 Procuring Agency 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/Procuring Agency 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 Procuring Agency 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 PA. 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 PA shall provide the Site and right of access thereto at the times stated in the Contract Data.

2.2 **Permits etc.**

The Procuring Agency shall, if requested by the Contractor, assist him in applying for permits, licences 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, if notified by the Procuring Agency, 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/Procuring Agency shall affect the Contractor's obligations.

3. PROCURING AGENCY'S REPRESENTATIVES

3.1 **Authorized Person**

The PA 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/ Procuring Agency's Representative

The name and address of Engineer's/PA's Representative is given in Contract Data. However the Contractor shall be notified by the Engineer/Procuring Agency, 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 Procuring Agency for such appointment which consent shall not be unreasonable withheld by the Procuring Agency. 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 Procuring Agency.

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 Bank Draft or Bank Guarantee 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/Procuring Agency all designs as per the TOR mentioned in the tender documents. Within fourteen (14) days of receipt the Engineer/Procuring Agency 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/Procuring Agency or which has been rejected. Design that has been rejected shall be promptly amended and resubmitted. 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/Procuring Agency shall be responsible for the Specifications and Drawings (Concept).

6. PROCURING AGENCY'S RISKS

6.1 The PA's Risks

The PA's 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 travelling at sonic or supersonic speeds;
- f) use or occupation by the Procuring Agency 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
- i) 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 Procuring Agency 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/Procuring Agency 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 Engineer/PA of any event(s) falling within the scope of Sub-Clause 6.1 or 10.3 of these Conditions of Contract and request the Procuring Agency/Engineer for a reasonable extension in the time for the completion of Works. Subject to the aforesaid, the Procuring Agency/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 Procuring Agency/Engineer within such period as may be prescribed by the Procuring Agency/Engineer for the same; and

the Procuring Agency shall 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 PA for such failure shall be to pay the amount 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/Procuring Agency 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 Procuring Agency/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 Procuring Agency/Engineer may identify any outstanding items of work which the Contractor shall undertake during the Maintenances 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 Procuring Agency, 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 Procuring Agency/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 Procuring Agency/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 Procuring Agency 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/PA 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 Engineer/PA may issue Variation Order(s) in writing. Where for any reason it has not been possible for the Procuring Agency/Engineer to issue such Variations Order(s), the Contractor may confirm any verbal orders given by the Procuring Agency/Engineer in writing and if the same are not refuted/denied by the Procuring Agency/Engineer within seven (7) 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
- d) at appropriate new rates, as may be agreed or which the Engineer/Procuring Agency considers appropriate, or
- e) if the Engineer/Procuring Agency 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 Early Warning

The Contractor shall notify the Engineer/Procuring Agency 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/Procuring Agency being unable to keep all relevant records or not taking steps to minimise 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.

10.4. Valuation of Claims

If the Contractor incurs Cost as a result of any of the Procuring Agency's 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/Procuring Agency within fourteen (14) days of the occurrence of cause.

10.5 Variation and Claim Procedure

The Contractor shall submit to the Engineer/Procuring Agency an itemised make-up 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 47, be paid by the Procuring Agency to the Contractor within 30 days after such Interim Payment Certificate has been jointly verified by Procuring Agency and Contractor, or, in the case of the Final Certificate referred to in Sub Clause 60.8, 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 42 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 the times stated, the Procuring Agency 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. The provisions of this Sub-Clause are without prejudice to the Contractor's entitlement under Clause 69.

(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; and
- b) The percentage of the value of Materials and Plant reasonably delivered to the Site, as stated in the Contract Data, subject to any additions or deductions which may be due.

The Contractor shall submit each month to the Engineer/Procuring Agency a statement showing the amounts to which he considers himself entitled.

11.3 **Interim Payments**

Within a period not exceeding seven (7) 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) days from the said date of submission by the Contractor, the Procuring Agency shall pay to the Contractor the sum verified by the Engineer less retention money at the rate stated in the Contract Data.

11.4 **Retention**

Retention money shall be paid by the Procuring Agency 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, which ever 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 Procuring Agency together with any documentation reasonably required to enable the Procuring Agency to ascertain the final contract value.

Within sixty (60) days from the date of receipt of the verified final account from the Engineer, the Procuring Agency shall pay to the Contractor any amount due to the Contractor. While making such payment the Procuring Agency 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 **Default by Contractor**

If the Contractor abandons the Works, refuses or fails to comply with a valid instruction of the Engineer/Procuring Agency 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 Procuring Agency's notice, the Procuring Agency may by a second notice given within a further twenty one (21) days, terminate the Contract. The Contractor shall then demobilise from the Site leaving behind any Contractor's Equipment which the Procuring Agency instructs, in the second notice, to be used for the completion of the Works at the risk and cost of the Contractor.

12.2 **Default by Procuring Agency**

If the Procuring Agency 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 Procuring Agency's 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 Procuring Agency's 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 demobilise 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 demobilise from the Site leaving behind, in the case of the Contractor's insolvency, any Contractor's Equipment which the Procuring Agency 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 Procuring Agency is entitled,
- c) if the Procuring Agency has terminated under Sub-Clause 12.1 or 12.3, the Procuring Agency 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 demobilisation 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 Procuring Agency's/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 Procuring Agency's Risks, the Contractor shall indemnify the Procuring Agency, 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/Procuring Agency immediately. If necessary, the Contractor may suspend the execution of the Works and, to the extent agreed with the Procuring Agency demobilise 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 Procuring Agency's 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/Procuring Agency 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 Procuring Agency 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 Procuring Agency 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 Procuring Agency 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 or if no decision is given within the time set out in Sub-Clause 15.1 hereabove, 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.

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 thereunder 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 Procuring Agency 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 Procuring Agency 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 Procuring Agency prior to issuance of the Bidding Documents.)

Sub-Clauses of

10.

Cor	ditions	of C	ontract

Procuring Agency's Drawing	gs,
1. Floating jetty Drawing (To	op/Side Views) - Concept
2. Community Shed Drawing	g (Top/Side Views) - Concept
The Procuring Agency mea	ins
Sindh Coastal Development	Authority
The Contractor means	
Commencement Date mean	ns the date as mentioned in the Letter of Acceptance
Time for Completion 12 M	<u>onths</u>
Engineer	
Sindh Coastal Development	Authority
Documents forming the Co	ontract listed in the order of priority:
The Contract Agreement	
Letter of Acceptance	
The completed Form of Bid	
Contract Data	
Conditions of Contract	
The completed Schedules to	Bid including Schedule of Prices
The Drawings, if any	
The Specifications	

Name and address of Engineer's/PA's representative

SHAHARYAR A. KAZI

Deputy Director (Engineering)

Sindh Coastal Development Authority

11. **Performance Security:**

Amount : 10 % of the Bid Amount

Validity : 12 Months

12. Requirements for Contractor's design (if any):

Specification Clause No's:

13. **Programme:**

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

Form of programme: ______(Bar Chart/CPM/PERT or other)

14. Amount payable due to failure to complete shall be __% per day up to a maximum of (10%) * of sum stated in the Letter of Acceptance

15. Period for remedying defects

3 Months

16. Terms of Payments

Interim payments

The contractor shall submit to the Engineer/PA monthly statements of the estimated value of work completed less the cumulative amount certified previously.

- 1) The value of work completed comprises the value of the quantities of items in the BOQ completed.
- 2) Value of secured advance on the material and valuation of variations (if any).
- 3) Engineer/PA 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.
- 4) Retention money and other advances are to be recovered from the bill submitted by the contractor.

17. Percentage of retention: Ten (10%)

- 18. **Currency of payment:** Pak. Rupees
- 19. Arbitration: Place of Arbitration: Karachi

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 hid bid or performance of contract or receipt of advance, the relevant format shall be tailored accordingly without changing the spirit of the Form of securities).

BID SECURITY

(Bank Guarantee)

Securi	ty Executed on	_
	(Date)	
Name	of Surety (Bank) with Address:	
	(Scheduled Bank in Pakistan)	
Name	of Principal (Bidder) with Address	_
Penal S	Sum of Security Rupees(Rs	-)
Bid Re	eference No	
	V ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Bid a said Principal (Bidder) we, the Surety above named, are held and firm	•
sum v	nafter called the 'Procuring Agency ') in the sum stated above for the paywell and truly to be made, we bind ourselves, our heirs, executors, adnessors, jointly and severally, firmly by these presents.	
the ac	CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Bidder he companying Bid dated for Bid No for (Particulars rocuring Agency; and	
furnish	REAS, the Procuring Agency has required as a condition for considering said Biones a Bid Security in the above said sum from a Scheduled Bank in Pakistan or from ounter-guaranteed by a Scheduled Bank in Pakistan, to the Procuring Agency	m a foreign bank
(1)	that the Bid Security shall remain in force up to and including the date 2 deadline for validity of bids as stated in the Instructions to Bidders of extended by the Procuring Agency, notice of which extension(s) to the Swaived;	or as it may be
(2)	that the Bid Security of unsuccessful Bidders will be returned by the Procurir expiry of its validity or upon signing of the Contract Agreement; and	ng Agency after
(3)	that in the event of failure of the successful Bidder to execute the pro	posed Contract

Agreement for such work and furnish the required Performance Security, the entire said sum be paid immediately to the said Procuring Agency pursuant to Clause 15.6 of the

Instruction to Bidders for the successful Bidder's failure to perform.

NOW THEREFORE, if the successful Bidder shall, within the period specified therefor, on the prescribed form presented to him for signature enter into a formal Contract with the said Procuring Agency in accordance with his Bid as accepted and furnish within twenty eight (28) days of his being requested to do so, a Performance Security with good and sufficient surety, as may be required, upon the form prescribed by the said Procuring Agency for the faithful performance and proper fulfilment of the said Contract or in the event of non-withdrawal of the said Bid within the time specified for its validity then this obligation shall be void and of no effect, but otherwise to remain in full force and effect.

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

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

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

SURETY (Bank)

WITNESS:	Signature
1	Name
	Title
Corporate Secretary (Seal)	Corporate Guarantor (Seal)
2	
Name, Title & Address	

FORM OF PERFORMANCE SECURITY

(Bank Guarantee)

	Guarantee No
	Executed on
	Expiry date
[Letter by the Guarantor to the Procuring	g Agency]
Name of Commenter (Don't) with a library	
Name of Guarantor (Bank) with address:	(Scheduled Bank in Pakistan)
Name of Principal (Contractor) with add	,
Traine of Timespar (Contractor) with add	
Penal Sum of Security (express in words	and figures)
Letter of Acceptance No	Dated
and above said Letter of Acceptance (here	S, that in pursuance of the terms of the Bidding Documents inafter called the Documents) and at the request of the said named, are held and firmly bound unto the (hereinafter called the Procuring Agency)
-	e for the payment of which sum well and truly to be made to ves, our heirs, executors, administrators and successors, jointly
Procuring Agency 's above said	ON IS SUCH, that whereas the Principal has accepted the d Letter of Acceptance for
(Nan	ne of Project).
undertakings, covenants, terms and condition Documents and any extensions thereof that notice to the Guarantor, which notice is, her all the undertakings, covenants terms and co- said Documents that may hereafter be made	ontractor) shall well and truly perform and fulfill all the ns of the said Documents during the original terms of the said a may be granted by the Procuring Agency, with or without reby, waived and shall also well and truly perform and fulfill onditions of the Contract and of any and all modifications of notice of which modifications to the Guarantor being hereby erwise to remain in full force and virtue till all requirements of of Contract are fulfilled.
liability attaching to us under this Guarante	limited to the sum stated above and it is a condition of any see that the claim for payment in writing shall be received by ntee, failing which we shall be discharged of our liability, if
without delay upon the Procuring Agency 's	(the Guarantor), waiving all objections and defences and independently guarantee to pay to the Procuring Agency is first written demand without cavil or arguments and without or to show grounds or reasons for such demand any sum or

sums up to the amount stated above, against the Procuring Agency 's written declaration that the Principal has refused or failed to perform the obligations under the Contract which payment will be effected by the Guarantor to Procuring Agency 's designated Bank & Account Number.

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

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

		Guarantor (Bank)
Witnes	ss:	
1		Signature
		Name
Cor	porate Secretary (Seal)	Title
2		
—— Nar	me, Title & Address	Corporate Guarantor (Seal)

FORM OF CONTRACT AGREEMENT

THIS	CONTRA	CT AGREEMENT (hereinafter called the "Agreement") made on the day of(month) 20 between
1 (/2		(hereafter called
		gency ") of the one part and (hereafter ctor") of the other part.
execute	ed by the C	Procuring Agency is desirous that certain Works, viz should be ontractor and has accepted a Bid by the Contractor for the execution and completion of the remedying of any defects therein.
NOW	this Agree1	nent witnessed as follows:
1.		greement words and expressions shall have the same meanings as are respectively o them in the Conditions of Contract hereinafter referred to.
2.		wing documents after incorporating addenda, if any, except those parts relating to us to Bidders shall be deemed to form and be read and construed as part of this tt, viz:
	(a)	The Contract Agreement;
	(b)	The Letter of Acceptance;
	(c)	The completed Form of Bid;
	(d)	Special Stipulations (Appendix-A to Bid);
	(e)	The Particular Conditions of Contract – Part II;
	(f)	The General Conditions – Part I;
	(g)	The priced Bill of Quantities (Appendix-D to Bid);
	(h)	The completed Appendices to Bid (B, C, E to L);
	(i)	The Drawings;
	(j)	The Specifications.
	(k)	(any other)

3. In consideration of the payments to be made by the Procuring Agency to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Procuring Agency to execute and complete the Works and remedy defects therein in conformity and in all respects with the provisions of the Contract.

4.	The Procuring Agency hereby covenants to pay the Contractor, in consideration of the execution
	and completion of the Works as per provisions of the Contract, the Contract Price or such other
	sum as may become payable under the provisions of the Contract at the times and in the manner
	prescribed by the Contract.

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

Signature of the Contactor	Signature of Procuring Agency
(Seal)	(Seal)
Signed, Sealed and Delivered in the presence of:	
Witness:	Witness:
(Name, Title and Address)	(Name, Title and Address)

TERMS OF REFERENCE AND GUIDELINES FOR CONSTRUCTION OF FLOATING JETTY

TERMS OF REFERENCE AND GUIDELINES FOR CONSTRUCTION OF FLOATING JETTY

GENERAL

- 1. Works specified in this PC-1 comprise the execution of Floating Jetty. It includes design, supply, fabrication and installation of material required, provision of all labor, machinery and equipment and control for proper execution and completion of works.
- 2. The contractor shall be responsible for executing the works strictly in accordance with the relevant rules and regulations that are current at the date of the tender together with all amendments and addenda which are imposed as statutory requirements and quality industrial standards in the course of the works and in accordance with SPPRA Rules.

LAYOUT, DESIGN AND CONSTRUCTION

- 1. The BOQ & Drawings for the construction of Floating Jetty are presented hereby only as a guideline and to indicate the scope of the said works as required by SCDA, Government of Sindh.
- 2. The contractor is required to use this data / information for material and goods to be used in construction of proposed Floating Jetty as per BOQ and given standards. The structure and dimensions as well as having the qualities of materials and workmanship as specified in the tender documents.
- 3. To enable the structure maintain a floating jetty status, any form of modular jetty system to be used but the same are required to ensure a constant and sustain torque and tensile force with it to enable the structure to withstand forces of nature as well as day to day usage as an floating jetty.
- 4. The floating jetty system should be design for a constant wind force of 100 km/hr. and sustained wind force in excess of 251 km/hr. which is starting threshold of Category-5 wind according to saffir Wind Scale.
- 5. The Floating Jetty system should be designed for the following loads:

(a) Dead load.

The dead load should include the self-weight of the structure and the load due to services.

(b) Live load.

Floating structures should be designed to sustain dead load along with additional load bearing capacity in case of any additional form of load on it.

(c) Environmental loads.

The principal environmental loads likely to be encountered in marinas are as follows:

(a) Wave loads, both short-period local wind waves and long-period swells resulting

from storm or wind activities offshore.

- (b) Wind loads on the floating structures and on vessels moored at the marina.
- (c) Current loads due to tidal currents, river and stream flows, and stormwater outlets.

(d) Berthing and mooring loads.

The berthing impact force should be derived from the energy impacted to the structure and

restraining system from the design vessel striking the structure at a perpendicular velocity of not less than 1.08 km per hour from the boats. The effect of berthing impact loads should be considered at both high and low tide.

- 6. The HDPE (High Density Polyethylene) or any other material used in the manufacturing of floating pontoon and its accessories should be tested for tensile and strength bearing the surface and in water, complying to international testing standards.
- 7. The contractor shall be responsible for detailed calculations according to the specifications for the Floating Jetty, Access Bridge (Gangway) and Structure of the Piles in accordance with the relevant specifications and codes and submit the same for review by Engineering wind of SCDA.
- 8. The product/brand should be approved by the Sindh Environmental Protection Agency, Certificate of SEPA be provided by the prospective.
- 9. Materials, workmanship and conditions for the manufacture and installation of Floating jetty shall be strictly in accordance with the relevant clauses of the contract specification and the latest international standards.
- 10. Manufacturer of the product/brand of Modular Jetty System should have minimum 10-15 years manufacturing experience and International Quality Certification.

SPECIFICATIONS (FLOATING JETTY & COMMUNITY SHED)

SCOPE OF THE PROJECT:

Supply and installation of Floating Jetty of specified size including a Gangway (Stainless Steel). This system is connected with community center that have a concrete raised platform, fish washing area, community center, washroom. The platform is a frame structure with a Corrugated G.I Sheets roofing system. The frame has HDI Girder columns, with stone pitching.

Project Highlights:

Size of Jetty : 20x7m (Main Jetty) & 4x4 m (Walkway)

Total Area of Jetty : 156 sq. m (Single Layer)

Size of Steel Gangway : 12.2 x 1.83 m

No. of Piles : 04

Height of Pile : As per BOQ

Dia. Of Pile : 18 Inches

Material of Pile : Hot Dip Galvanized pipe with RCC

Thickness : 6 mm

Size of Shed : 30x30 ft

Total Area of Shed : 900 sq. ft

FINANCIAL PROPOSAL

CONSTRUCTION OF FLOATING JETTY & COMMUNITY CENTRE

Size of Floating Jetty: 20 m x 7 m + 4 m x 4 m = 156 sq. m (Single Layer)

Size of Community Shed: 30 ft x 30 ft = 900 SFT.

Location: Village Hasan Jat - Keti Bandar

S. No.	Descriptions	Ref. No.	Qty	Unit	Unit / Item Rate (PKR)	Amount Rs. (PKR)
Α	FLOAT UNIT & ACCESSORIES				, ,	, ,
	Floating Cube II (Interlocking Design)					
	COLOR: Light grey, Light Blue, Orange.	1				
1	WT.: 7.0KG (15.4 lbs.) ±5%	SD 10E	600	Nos.		
1	CAPACITY: 350KG/m2	SB-105		INUS.		
	MATERIAL: HDPE Lupolen 5261Z or Equivalent Make: Magic Float (ROC- Taiwan) or Equivalent					
	Short Connecting Pin					
	COLOR: Gray					
	WEIGHT: 0.63KG ±					
2	MATERIAL: HDPE Lupolen 5261Z or Equivalent	SA-202	483	Nos.		
	Put into 4 folded lugs of Magic-Float cubes to connect the cubes tightly.	1	l			
	Make: Magic Float (ROC- Taiwan) or Equivalent					
	Distance Disc		120			
	COLOR: Black					
	WEIGHT: 0.07KG±					
3	MATERIAL: HDPE Lupolen 5261Z or Equivalent	SA-401		Nos.		
	For placing between the vacant spaces of Magic-Float lugs.					
	Make: Magic Float (ROC- Taiwan) or Equivalent					
	Side Fixation with Nut		118	Nos.		
	COLOR: White					
	WEIGHT: 0.18KG±					
4	MATERIAL: HDPE Lupolen 5261Z or Equivalent	SA-402				
	Put into lugs of margin cubes for strengthening structure.					
	Make: Magic Float (ROC- Taiwan) or Equivalent					
В	FENDERS					
	Rubber Fender		31			
	Shape : D Shape			Nos.		
	Size: 120H x 150W x 1000L/mm	SA-607				
1	Weight : 20 kg/m (only Rubber)					
	Make: Rubber Fender (Made in Taiwan) or Equivalent					

С	BOLLARDS FOR MOORING					
	Bollard, Marine Grade	- SA-805	8	Nos.		
1	MATERIAL: 316 L Stainless Steel					
	WT.: 40KG ±					
	For vessel over 100 tonnage.					
	Make: Locally fabricated with Stainless Steel Sheet					
	imported from Taiwan or Equivalent					
D	ROLLERS SYSTEM FOR PILING					
	Roller System, Large	SA-807	4	Nos.		
	(1010mm X 1010mm)					
	MATERIAL: 316 Stainless Steel					
	To secure Magic-Float floating structure with the					
1	shore or existing jetty with piling. (pile over dia. 30cm).					
	White rollers are UHMW-PE (Ultra High Molecular					
	Weight Polyethylene)					
	Make: Locally fabricated with Stainless Steel Sheet					
	imported from Taiwan or Equivalent					
	Screw Joint Unit					
	MATERIAL: 304 Stainless Steel	SA-507		Nos		
2	SPECIFICATION: 1/2"		32			
	Used with Aluminum Side Bar, Roller System, etc.					
	Make: Locally fabricated with Stainless Steel Sheet & Pipe imported from Taiwan or Equivalent					
E	GANGWAY & WALKWAY					
	Gangway					
1	Size: 12.2 m x 1.83 m	SS-12	1	Nos.		
	MATERIAL: 304 Stainless Steel					
	Flooring: Wood					
	It is used for connecting between the existing jetty					
	and floating structure, enables passengers passing					
	through it.					
	et a dividual la constant di la cons					
	Fixed Walkway	WW- 12	4	Nos.		
	Size: 12.2 m x 1.8 m					
2	MATERIAL: Galvanized Steel, Flooring: Wood					
	It is used for making a bridge of from shore to get the desired depth. The walkway will be placed on the top					
	of pile head.					
F	PILING					
1	Concrete Pilling for Jetty with Liner	-	320	RFT		
	(450mm Dia.)					
	1				1	1

	4000 psi cement concrete steel reinforced pile using GI Liner of Thickness 6 mm with Galvanization 80-100 Microns, Complete in all respects as shown on the drawings, specifications including all accessories. QTY: 04						
	4(Nos.) X 80 (ft) = 320ft For Jetty						
	Concrete Pilling for Walkway with Liner (450mm Dia.)						
2	4000 psi cement concrete steel reinforced pile using GI Liner of Thickness 6 mm with Galvanization 80-100 Microns, Complete in all respects as shown on the drawings, specifications including all accessories.		320	RFT			
	QTY: 05						
	4(Nos.) X 70 (ft) = 280ft						
	1(Nos.) X 40 (ft) = 40ft						
	Reinforced Concrete Cement Pile Head						
	Size: 2500 mm X 750mm X 750mm.						
3	4000 Psi Reinforced Concrete Cement Pile head including Anchor Bolts and Formwork complete in all respects as shown on the drawings, specifications including all accessories		4	Nos.			
	Reinforced Concrete Cement Foundation with Stairs						
	Size: 2500 mm X 750mm X 750mm.						
4	4000 Psi Reinforced Concrete Cement Foundation including Anchor Bolts and Formwork complete in all respects as shown on the drawings, specifications including all accessories		1	Nos.			
Н	Hydrographic and Topographic Surveys		1	Nos.			
- ''-	Community Shed / Capacity Building Centre		1	1403.			
ı	Size: 30' x 30' = 900 sq ft.	900	SFT				
	As per Drawing & Engineer's Instructions		300	5, ,			
	7.5 per Stuming & Engineer 3 mondetions			1	Total		
	Total in Million						
	I otal in Million						

Amount in words:







