

SPPRA BIDDING DOCUMENT

STANDARD BIDDING DOCUMENT PROCUREMENT OF WORKS

GOVERNMENT OF SINDH
WORKS & SERVICES DEPARTMENT

THIS SBD SHALL BE USED FOR SMALL WORKS
COSTING UP TO RS. 2.50 MILLION

NAME OF WORK: M&R TO HIGH COURT CIRCUIT BENCH HYDERABAD
(COURT NO1 & 2).

N.I.T No Date: TC/G-55/2459, Dated: 14/10/2024

Tender Issued To: M/S


Date Of Issue: 14-10-2024

Date Of Opening: 01-11-2024

D.R No. Date: _____

D.R Amount Rs.3000/-

CONTRACTOR


EXECUTIVE ENGINEER
PROVINCIAL BUILDINGS DIVISION
HYDERABAD

FORM OF BID
(LETTER OF OFFER)

Bid Reference No. **TC/G-55/2459, dated 14-10-2024**

Name of Works: **M&R to High Court Circuit Bench Hyderabad (Court No1 & 2)**

To:

Executive Engineer,
Provincial Buildings Division,
Hyderabad

Gentlemen,

1. Having examined the Bidding Documents including Instructions to Bidders, Bidding Data, Conditions of Contract, Contract Data, Specifications, Drawings, if any, Schedule of Prices and Addenda Nos. _____ for the execution of the above-named works, we, the undersigned, being a company doing business under the name of and address _____ and being duly incorporated under the laws of Pakistan hereby offer to execute and complete such works and remedy any defects therein in conformity with the said Documents including Addenda thereto for the Total Bid Price of Rs. _____ (Rupees _____) or such other sum as may be ascertained in accordance with the said Documents.
2. We understand that all the Schedules attached hereto form part of this Bid.
3. As security for due performance of the undertakings and obligations of this Bid, we submit herewith a Bid Security in the shape of call deposit No. _____ dated: _____ Amount _____ Bank _____ drawn in your favour or made payable to you and valid for a period of twenty eight (28) days beyond the period of validity of Bid.
4. We undertake, if our Bid is accepted, to commence the Works and to deliver and complete the Works comprised in the Contract within the time(s) stated in Contract Data.
5. We agree to abide by this Bid for the period of _____ days from the date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
6. Unless and until a formal Agreement is prepared and executed, this Bid, together with your written acceptance thereof, shall constitute a binding contract between us.
7. We undertake, if our Bid is accepted, to execute the Performance Security referred to in Conditions of Contract for the due performance of the Contract.
8. We understand that you are not bound to accept the lowest or any bid you may receive.

9. We do hereby declare that the Bid is made without any collusion, comparison of figures or arrangement with any other person or persons making a bid for the Works.

Dated this _____ day of _____, 20

Signature _____

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

(Name of Bidder in Block Capitals)

(Seal)

Address _____

Witness:

(Signature) _____

Name: _____

Address: _____

INVITATION FOR BIDS

Bid Reference No. TC/G-55/2459, **Date:** 14-10-2024

The Executive Engineer Provincial Buildings Division Hyderabad, invites sealed bids from interested firms or persons licensed by the Pakistan Engineering Council in the appropriate category (not required for works costing Rs.4.0 million or less) and/or duly pre-qualified (if pre-qualification is done for specific scheme/project) with the Executive Engineer, Provincial Buildings Division, Hyderabad for the Works,
“ _____ ”

2. A complete set of Bidding Documents may be purchased by an interested eligible bidder on submission of a written application to the office given below and upon payment of a non-refundable fee of Rupees 3000/- (Three Thousand only). Bidders may acquire the Bidding Documents from the Office of the Executive Engineer, Provincial Buildings Division Hyderabad.

3. All bids must be accompanied by a Bid Security in the amount of **Rs.** _____/- (Rupees _____ only) in the form of (pay order / demand draft / bank guarantee) and must be delivered to office of Executive Engineer, _____ at or before on 01-11-2024 at 9:30 am (on account of (Name of firm)) Bids will be opened at 10:00 am on the same day on 01-11-2024 in the presence of bidders' representatives who choose to attend, at the same address.

[Note: 1. Executive Engineer, Provincial Buildings Division, Hyderabad to enter the requisite information in blank spaces.

2. The bid shall be opened within one hour after the deadline for submission of bids.]

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INSTRUCTIONS TO BIDDERS

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

A. GENERAL

IB.1 Scope of Bid & Source of Funds

1.1 Scope of Bid

The Executive Engineer, Provincial Buildings Division Hyderabad defined in the Bidding Data, the Executive Engineer Provincial Buildings Division Hyderabad) wishes to receive Bids for the Works summarized in the Bidding Data (hereinafter referred to as the Works “_____”).

Bidders must quote for the complete scope of work. Any Bid covering partial scope of work will be rejected as non-responsive.

1.2 Source of Funds

The Executive Engineer, Provincial Buildings Division Hyderabad arranged the funds of Provincial Government for the work of “_____” which is to be executed by the Executive Engineer, Provincial Buildings Division Hyderabad.

IB.2 Eligible Bidders

2.1 Bidding is open to all firms and persons meeting the following requirements:

a) duly licensed by the Pakistan Engineering Council (PEC) in the appropriate category for value of works.

Provided that the works costing Rs.4.0 million or less shall not require any registration with PEC.

b) duly pre-qualified with the Executive Engineer, Provincial Buildings Division Hyderabad (*Where required*).

In the event that prequalification of potential bidders has been undertaken, only bids from prequalified bidders will be considered for award of Contract.

c) if prequalification has not undertaken, the Executive Engineer, Provincial Buildings Division Hyderabad may ask information and documents not limited to following:-

- (i) Company profile;
- (ii) Works of similar nature and size for each performed in last 3/5 years;
- (iii) Construction equipments;
- (iv) Qualification and experience of technical personnel and key site management;

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- v) Financial statement of last 3 years;
- (vi) Information regarding litigations and abandoned works if any

IB.3 Cost of Bidding

3.1 The bidder shall bear all costs associated with the preparation and submission of its bid and the Procuring Agency will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process (SPP Rules 24 & 25).

B. BIDDING DOCUMENTS

IB.4 Contents of Bidding Documents

4.1 In addition to Invitation for Bids, the Bidding Documents are those stated below, and should be read in conjunction with any Addendum issued in accordance with Sub-Clause IB.6.1.

1. Instructions to Bidders & Bidding Data
2. Form of Bid, Qualification Information & Schedules to Bid

Schedules to Bid comprise the following:

- (i) Schedule A: Schedule of Prices/ Bill of Quantities (BoQ).
- (ii) Schedule B: Specific Works Data
- (iii) Schedule C: Works to be Performed by Subcontractors
- (iv) Schedule D: Proposed Programme of Works
- (v) Schedule E: Method of Performing Works
- (vi) Schedule F: Integrity Pact (works costing Rs 10 million and above)

3. Conditions of Contract & Contract Data

4. Standard Forms:

- (i) Form of Bid Security,
- (ii) Form of Performance Security;
- (iii) Form of Contract Agreement;
- (iv) Form of Bank Guarantee for Advance Payment.

5. Specifications

6. Drawings, if any

IB.5 Clarification of Bidding Documents

5.1 A prospective bidder requiring any clarification(s) in respect of the Bidding Documents may notify the Engineer/Procuring Agency at the Engineer's/ Procuring Agency's address indicated in the Bidding Data.

5.2 An interested bidder, who has obtained bidding documents, may request for clarification of contents of bidding documents in writing and procuring agency shall respond to such queries in writing within three calendar days, provided they are received at least five calendar days prior to the date of opening of bid (SPP Rule 23-1).

IB.6 Amendment of Bidding Documents (SPP Rules 22(2) & 22).

6.1 At any time prior to the deadline for submission of Bids, the Procuring Agency may, for any reason, whether at his own initiative or in response to a clarification requested by a interested bidder, modify the Bidding Documents by issuing addendum.

6.2 Any addendum thus issued shall be part of the Bidding Documents pursuant to Sub-Clause 6.1 hereof, and shall be communicated in writing to all purchasers of the Bidding Documents. Prospective bidders shall acknowledge receipt of each addendum in writing to the Procuring Agency.

6.3 To afford interested bidders reasonable time in which to take an addendum into account in preparing their Bids, the Procuring Agency may at its discretion extend the deadline for submission of Bids.

C. PREPARATION OF BIDS

IB.7 Language of Bid

7.1 All documents relating to the Bid shall be in the language specified in the Contract Data.

IB.8 Documents Comprising the Bid

8.1 The Bid submitted by the bidder shall comprise the following:

- (a) Offer /Covering Letter
- (b) Form of Bid duly filled, signed and sealed, in accordance with IB.14.3.
- (c) Schedules (A to F) to Bid duly filled and initialed, in accordance with the instructions contained therein & in accordance with IB.14.3.
- (d) Bid Security furnished in accordance with IB.13.
- (e) Power of Attorney in accordance with IB 14.5.
- (f) Documentary evidence in accordance with IB.2(c) & IB.11
- (g) Documentary evidence in accordance with IB.12.

IB.9 Sufficiency of Bid

9.1 Each bidder shall satisfy himself before Bidding as to the correctness and sufficiency of his Bid and of the premium on the rates of CSR / rates and prices quoted/entered in the Schedule of Prices, which rates and prices shall except in so far as it is otherwise expressly provided in the Contract, cover all his obligations under the Contract and all matters and things necessary for the proper completion of the works.

9.2 The bidder is advised to obtain for himself at his own cost and responsibility all information that may be necessary for preparing the bid and entering into a Contract for execution of the Works.

IB.10 Bid Prices, Currency of Bid and Payment

- 10.1 The bidder shall fill up the Schedule of Prices (Schedule A to Bid) indicating the percentage above or below the Composite Schedule of Rates/unit rates and prices of the Works to be performed under the Contract. Prices in the Schedule of Prices/Bill of Quantities shall be quoted entirely in Pak Rupees keeping in view the instructions contained in the Preamble to Schedule of Prices.
- 10.2 Unless otherwise stipulated in the Conditions of Contract, prices quoted by the bidder shall remain fixed during the bidder's performance of the Contract and not subject to variation on any account.
- 10.3 The unit rates and prices in the Schedule of Prices or percentage above or below on the composite schedule of rates shall be quoted by the bidder in the currency as stipulated in Bidding Data.
- 10.4 Items for which no rate or price is entered by the Bidder will not be paid for by the Procuring Agency when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities.

IB.11 Documents Establishing Bidder's Eligibility and Qualifications

- 11.1 Pursuant to Clause IB.8, the bidder shall furnish, as part of its bid, documents establishing the bidder's eligibility to bid and its qualifications to perform the Contract if its bid is accepted.
- 11.2 Bidder must possess and provide evidence of its capability and the experience as stipulated in Bidding Data and the Qualification Criteria mentioned in the Bidding Documents.

IB.12 Documents Establishing Works' Conformity to Bidding Documents

- 12.1 The documentary evidence of the Work's conformity to the Bidding Documents may be in the form of literature, drawings and data and the bidder shall furnish documentation as set out in Bidding Data.
- 12.2 The bidder shall note that standards for workmanship, material and equipment, and references to brand names or catalogue numbers, if any, designated by the Procuring Agency in the Technical Provisions are intended to be descriptive only and not restrictive.

IB.13 Bid Security

- 13.1 Each bidder shall furnish, as part of his bid, at the option of the bidder, a Bid Security as percentage of bid price/estimated cost or in the amount stipulated in Bidding Data in Pak. Rupees in the form of *Deposit at Call/ Payee's Order or a Bank Guarantee* issued by a Scheduled Bank in Pakistan in favour of the Procuring Agency valid for a period up to twenty eight (28) days beyond the bid validity date (*Bid security should not be below 1%.and not exceeding 5% of bid price/estimated cost SPP Rule 37*).
- 13.2 Any bid not accompanied by an acceptable Bid Security shall be rejected by the Procuring Agency as non-responsive.
- 13.3 The bid securities of unsuccessful bidders will be returned upon award of contract to the successful bidder or on the expiry of validity of Bid Security whichever is earlier.
- 13.4 The Bid Security of the successful bidder will be returned when the bidder has furnished the required Performance Security, and signed the Contract Agreement (SPP Rule 37).
- 13.5 The Bid Security may be forfeited:
- (a) If a bidder withdraws his bid during the period of bid validity; or
 - (b) If a bidder does not accept the correction of his Bid Price, pursuant to Sub-Clause 16.4 (b) hereof; or
 - (c) In the case of a successful bidder, if he fails within the specified time limit to:
 - (i) Furnish the required Performance Security or
 - (ii) Sign the Contract Agreement.

IB.14 Validity of Bids, Format, Signing and Submission of Bid

- 14.1 Bids shall remain valid for the period stipulated in the Bidding Data after the date of bid opening.
- 14.2 In exceptional circumstances, Procuring Agency may request the bidders to extend the period of validity for a additional period but not exceeding 1/3 of the original period. The request and the bidders' responses shall be made in writing or by cable. A Bidder may refuse the request without forfeiting the Bid Security. A Bidder agreeing to the request will not be required or permitted to otherwise modify the Bid, but will be required to extend the validity of Bid Security for the period of the extension, and in compliance with IB.13 in all respects (SPP Rule 38).
- 14.3 All Schedules to Bid are to be properly completed and signed.
- 14.4 No alteration is to be made in the Form of Bid except in filling up the blanks as directed. If any alteration be made or if these instructions be not fully complied with, the bid may be rejected.
- 14.5 Each bidder shall prepare Original and number of copies specified in the Bidding Data of the documents comprising the bid as described in IB.8 and clearly mark them —ORIGINAL‖ and —COPY‖ as appropriate. In the event of discrepancy between them, the original shall prevail.
- 14.6 The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign (in the case of copies, Photostats are also acceptable). This shall be indicated by submitting a written Power of Attorney authorizing the signatory of the bidder to act for and on behalf of the bidder. All pages of the bid shall be initialed and official seal be affixed by the person or persons signing the bid.

14.7 The Bid shall be delivered in person or sent by registered mail at the address to Procuring Agency as given in Bidding Data.

D. SUBMISSION OF BID

IB.15 Deadline for Submission, Modification & Withdrawal of Bids

- 15.1 Bids must be received by the Procuring Agency at the address/provided in Bidding Data not later than the time and date stipulated therein.
- 15.2 The inner and outer envelopes shall
- (a) be addressed to the Procuring Agency at the address provided in the Bidding Data;
 - (b) bear the name and identification number of the Contract as defined in the Bidding and Contract Data;
- and
- (c) provide a warning not to open before the specified time and date for Bid opening as defined in the Bidding Data.
 - (d) in addition to the identification required in 15.2, the inner envelopes shall indicate the name and address of the Bidder to enable the Bid to be returned unopened in case it is declared late.
 - (e) If the outer envelope is not sealed and marked as above, the Procuring Agency will assume no responsibility for the misplacement or premature opening of the Bid.
- 15.3 Bids submitted through telegraph, telex, fax or e-mail shall not be considered.
- 15.4 Any bid received by the Procuring Agency after the deadline for submission prescribed in Bidding Data will be returned unopened to such bidder.
- 15.5 Any bidder may modify or withdraw his bid after bid submission provided that the modification or written notice of withdrawal is received by the Procuring Agency prior to the deadline for submission of bids.
- 15.6 Withdrawal of a bid during the interval between the deadline for submission of bids and the expiration of the period of bid validity specified in the Form of Bid may result in forfeiture of the Bid Security pursuant to IB.13.5 (a).

BIDDING DATA

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

Instructions to Bidders

Clause Reference

- 1.1 **Name of Procuring Agency:-** Executive Engineer, Provincial Buildings Division Hyderabad.
- Brief Description of Works:** **M&R to High Court Circuit Bench Hyderabad (Court No1 & 2)**
- 5.1 (a) **Procuring Agency Address:-** Executive Engineer, Provincial Buildings Division Hyderabad, Bungalow D-20, G.O.R Colony Hyderabad.
- (b) **Engineer's address:** Executive Engineer, Provincial Buildings Division Hyderabad, Bungalow D-20, G.O.R Colony Hyderabad.
- 10.3 Bid shall be quoted entirely in Pak. Rupees. The payment shall be made in Pak. Rupees.
- 11.2 The bidder has the financial, technical and constructional capability necessary to perform the Contract as follows: *(Insert required capabilities and documents)*
- i. Financial capacity:
- ii. Technical capacity : *(mentions the appropriate category of registration with PEC and qualification and experience of the staff);*
12. (a) A detailed description of the Works essential technical and performance characteristics.
- (b) Complete set of technical information, description data, literature and drawings as required in accordance with Schedule B to Bid, Specific Works Data. This will include but not be limited to a sufficient number of drawings, photographs, catalogues, illustrations and such other information as is necessary to illustrate clearly the significant characteristics such as general construction dimensions and other relevant information about the works to be performed.
- 13.1 Amount of Bid Security 3% of Estimate cost**
- 14.1 Period of Bid Validity 90-Days**
- 14.4 Number of Copies of the Bid to be submitted: One original copy.**
- 14.6 (a) Address for the purpose of Bid Submission Executive Engineer Provincial Buildings Division Hyderabad Bungalow D/20, G.O.R Colony Hyderabad.
- 15.1 Deadline for Submission of Bids
- Time:** 9:30 Noon on 01-11-2024
- 16.1 Venue, Time, and Date of Bid Opening
- Venue:** office of Executive Engineer Provincial Buildings Division Hyderabad.
- Time:** 10:00 pm Date: 01-11-2024.
- 16.4 Responsiveness of Bids
- (i) Bid is valid till required period, 90-Days
- Sindh Public Procurement Regulatory Authority / www.pprasindh.gov.pk**

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

*Procuring agency can adopt either of two options. (*Select either of them*)

(b) **Price adjustment contract:** In these contracts escalation will be paid only on those items and in the manner as notified by Finance Department, Government of Sindh, after bid opening during currency of the contract.

CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT (hereinafter called the Agreement) made on the _____ day of _____ 2024 _____ between Executive Engineer, Provincial Buildings Division Hyderabad of the one part and _____ (hereinafter called the Contractor) of the other part.

WHEREAS the Executive Engineer Provincial Buildings Division Hyderabad is desirous that certain Work _____ should be executed by the Contractor and has accepted a Bid by the Contractor for the execution and completion of such Works and the remedying of any defects therein.

NOW this Agreement witness as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.

2. The following documents after incorporating addenda, if any except those parts relating to Instructions to Bidders, shall be deemed to form and be read and construed as part of this Agreement, viz:

- (a) The Letter of Acceptance;
- (b) The completed Form of Bid along with Schedules to Bid;
- (c) Conditions of Contract & Contract Data;
- (d) The priced Schedule of Prices/Bill of quantities (BoQ);
- (e) The Specifications; and
- (f) The Drawings

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

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

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

Signature of the Contactor

Signature of the Procuring Agency

(Seal)

(Seal)

Signed, Sealed and Delivered in the presence of:

Witness:

Witness:

(Name, Title and Address)

(Name, Title and Address)

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BIDDING DATA

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

(a)	Name of Procuring Agency:-	Executive Engineer, Provincial Buildings Division Hyderabad.
(b)	Brief Description of works:-	<u>M&R to High Court Circuit Bench Hyderabad (Court No1 & 2)</u>
(c)	Procuring Agency's Address:-	Executive Engineer, Provincial Buildings Division Hyderabad
(d)	Estimated Cost:-	1.996 (M)
(e)	Amount of Bid Security:- (Fill in lump sum amount or in % age of bid amount / estimated cost but not exceeding 5 %	3% Security Deposit
(f)	Period of Bid Validity (days):-	90 Days
(g)	Security Deposit:- (i/c bid security) In % age of Bid amount / estimated cost equal to 10%	8%
(h)	Percentage, if any, to be deducted from bills:-	5% Security Deposit & 8% Income Tax

CONTRACTOR


**EXECUTIVE ENGINEER
PROVINCIAL BUILDINGS DIVISION
HYDERABAD**

M&R TO High Court Circuit Bench Hyderabad.(Court no. 1 and 2)

(SCHEDULE-B)

Sr. No.	Name of Item.	Quantity	Rate	Unit	Amount.
1	<u>PART "A" CIVIL WORK.</u>				
1	Scraping Ordinary distemper. Oil bound distemper or paint on walls.(b) (S.No.54) (P#8).	6344 Sft	10.30	P.Sft	65,343
2	Distemping (S.No.24) (P#39) (c) New Surface (iii) Three coats.	3600 Sft	17.23	P.Sft	62,028
3	(A) Preparing the surface and painting with matt finish i/c rubbing the surface with Bathy (silicon carbide rubbig brick) filling the voids with zink /chalk/ plaster of paris mixture. Applying first coat premix, making the surface smooth and then painting 3 coats with matt finish of approved make etc: complete . (new surface). (S.No.36) (A) (P#40).(B) 2nd & subsequent coat.	2744 Sft	75.05	P.Sft	205,937
4	S/F wall panels fiber sheet of good quality i/c transporting charges making with aluminum patti of best quality complete in all respect as desired. (S.No.106) (P#74).	1170 Sft	315.13	P.Sft	368,702
5	Reparing surface and applying spirit /laquor polish on new' ornamental wood work in/c all labour and material approved by the engineer/ incharge. (S.No.109) (P#74).	2132 Sft	250.00	P.Sft	533,000

Total: 1,235,010

Add % Above/Below: _____

Total: _____

2 NON-SCHEDULE ITEM.

1	P/F of Imported Fancy Wooden Floor Patta Size of 6"/36" i/c Wastage and Fixing of standard Pattern etc Complete.	722 Nos		Each	
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Total Rs. _____

(G E N E R A L - A B S T R A C T)

1 PART "A" CIVIL WORK.

Rs: _____

2 NON-SCHEDULE ITEM.

Rs: _____

Total Rs. _____

Add 8% SRB: Rs. _____

G.Total Rs. _____

TERMS & CONDITIONS.

- 1 No cartage on any item of work shall be paid.
- 2 No premium non schedule of item will be paid.
- 3 100% well graded bajri used in the RCC 1:2:4.
- 4 Arbitration clause stand from the agreement.

(CONTRACTOR)


Executive Engineer
Provincial Buildings Division
Hyderabad