

(For Contracts (Small) amounting between Rs 2.50 million to Rs.50.00 million)

NAME OF WORK: ESTABLISHMENT OF SECRETARIAT COMPLEX

FOR SINDH PUBLIC SERVICE COMMISSION HYDERABAD (COMPOUND WALL INCLUDING STEEL GATES, DIESEL TANK, DOOR CLOSER,

PICTURE RAILING & FOUNDATION.

NIT NO. DATED: NO.TC/G-55/281, dated 12-05-20245.

DATE OF ISSUING UPTO: 30-05-2025.

DATE OF OPENING: 02-06-2025.

TENDER ISSUED TO: M/S_____

<u>D.R. NO. DATE</u>:

D.R AMOUNT: Rs.2,000/-

EXECUTIVE ENGINEER
PROVINCIAL BUILDINGS DIVISION
HYDERABAD

BIDDERS QUALIFICATION / CRITERIA:-

- 1. Bidder should be registered with Pakistan Engineering Council (PEC) in relevant category with specialization in CE09, CE10, CE11 supported by PEC valid registration certificate.
- 2. In case of works costing below Rs.4.00 (M) the conditions at S.No.(2) will not be applicable.
- 3. An original and latest undertaking/Affidavit on Judicial Stamp Paper that the Bidder and its employees have never been blacklisted by any Government, Semi Government, Autonomous or State Owned Organization & their cases regarding blacklisting are not under trial by any Court of Law. De-listed firm will be allowed.
- 4. Average annual turnover should be equivalent as Bid Cost, last five years.
- 5. Certificate of Bank showing credit worthiness of at least 15% (average balance per year for the last 5 years) of the estimated cost of work along with bank statement must be provided separately of each year starting from 1st July to 30th June for last 5 years and recent bank certificate must be attached showing available balance.
- 6. Registration with Income Tax Department (NTN Certificate should be attached) and Sindh Revenue Board (SRB Certificate should be attached) supported by copies of Income Tax return receipts of the last three (3) years. Must be active tax payer status.
- 7. Litigation history in which the decision has been given against or in favor of the firm (s). List and give brief details of arbitration / litigation / court cases if any in case of no such cases enclose an affidavit that the firm has not been involved in any litigation arbitration with any Government Departments.
- 8. Bank Account Statement in the name of the Bidders Firm for the last three (3) years must be submitted with the tender documents.

Annual audited reports of last three years from (ICAP) registered audit firm. Audit report issued other than (ICAP) registered audit firms will not be accepted

INVITATION FOR BIDS

INVITATION FOR BIDS

	Date:Bid Reference No.:
1.	The Procuring Agency,[enter name of the procuring agency], invites sealed bids from interested firms or persons licensed by the Pakistan Engineering Council in the appropriate category(not required for works costing Rs 2.5 million or less) and/or duly pre-qualified(if pre-qualification is done for specific scheme/project) with the Procuring Agency for the Works,[enter title, type and financial volume of work], which will be completed in[enter appropriate time period] days.
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(Insert Amount). Bidders may acquire the Bidding Documents from the Office of the Procuring Agency, at(Mailing Address).
3.	All bids must be accompanied by a Bid Security in the amount of Rs



- [Note: 1. Procuring Agency to enter the requisite information in blank spaces.
 - 2. The bid shall be opened within one hour after the deadline for submission of bids.]



EXECUTIVE ENGINEER, PROVINCIAL BUILDINGS DIVISION HYDERABAD G.O.R COLONY ROAD, HYDERABAD

NO:TC/G-55/292 of 2025

Hyderabad, dated: 13/05/2025

NOTICE INVITING TENDERS

Procuring Agency invites bids on bidding documents in **Single Stage -One Envelop** procedure from all the interested bidders under SPPRA Rules 2010 (Amended upto date) for the following work.

S. No.	NAME OF WORK	Estimated Cost in Million	Time allowed for completion	Tender Fee
1.	Establishment of Secretariat Complex for Sindh Public Service Commission Hyderabad (Compound Wall including Steel Gates, Diesel Tank, Door Closer, Picture Railing & Foundation.	50.000	12 Months	2000/-

PROGRAMME FOR ISSUE / RECEIPT AND OPENING OF TENDERS

Sr. No.	PARTICULAR	1 st Attempt	2 nd Attempt (in case of un- responded tender)
1.	Last date of receipt of application and issuance of Tenders after Publication of the NIT in Newspaper (Office Hours any working day).		16-06-2025
2.	Tenders will be receipt at 9:30 A.M and open on the same day at 10:00 AM.	02-06-2025	17-06-2025

BIDDERS QUALIFICATION / CRITERIA:-

- 1. Bidder should be registered with Pakistan Engineering Council (PEC) in relevant category with specialization in CE09, CE10, CE11 supported by PEC valid registration certificate.
- An original and latest undertaking/Affidavit on Judicial Stamp Paper that the Bidder and its
 employees have never been blacklisted by any Government, Semi Government, Autonomous or
 State Owned Organization & their cases regarding blacklisting are not under trial by any Court of
 Law. De-listed firm will be allowed.
- 3. Average annual turnover should be equivalent as Bid Cost, last five years.
- 4. Certificate of Bank showing credit worthiness of at least 15% (average balance per year for the last 5 years) of the estimated cost of work along with bank statement must be provided separately of each year starting from 1st July to 30th June for last 5 years and recent bank certificate must be attached showing available balance.
- 5. Registration with Income Tax Department (NTN Certificate should be attached) and Sindh Revenue Board (SRB Certificate should be attached) supported by copies of Income Tax return receipts of the last three (3) years. Must be active tax payer status.
- 6. Litigation history in which the decision has been given against or in favor of the firm (s). List and give brief details of arbitration / litigation / court cases if any in case of no such cases enclose an affidavit that the firm has not been involved in any litigation arbitration with any Government Departments.
- 7. Bank Account Statement in the name of the Bidders Firm for the last three (3) years must be submitted with the tender documents.
- Annual audited reports of last three years from (ICAP) registered audit firm. Audit report issued other than (ICAP) registered audit firms will not be accepted.

Page 1 of 2

The $\underline{3\%}$ Earnest Money shall be submitted at the time of bid opening in the shape of call deposit/ pay order issued from any scheduled bank along with the bid in favour of the undersigned.

Advertisement can be seen on SPPRA /PPMS website "ppms.pprasindh. gov.pk".

Tender must be submitted in sealed envelopes, to: Office of the Executive Engineer Provincial Buildings Division Hyderabad, G.O.R Colony Latifabad, Hyderabad.

In case, Government announce any public Holiday on Scheduled dates, the tender will be submitted/ opened on the next working day, as per usual schedule in accordance with rule-41 (B) of SPPRA 2010 (Amended upto-date).

Executive Engineer Provincial Buildings Division Hyderabad

Copy Forwarded with complements to:

- 1) The Secretary, Works & Services Department Karachi, for favour of kind information.
- 2) The Secretary, Government of Sindh, information & Technology Secretariat No. 06 Karachi, for the placing the same on website for favour of kind information.
- 3) The Chief Engineer, Buildings Department, Government of Sindh, Hyderabad, for favour of his kind information
- 4) The Superintending Engineer, Provincial Buildings Circle Hyderabad, for favour of his kind information.
- 5) The Director (A&F) Sindh Public Procurement Regulatory Authority, Barrack NO. 8- Secretariat No. 4/A, Court Road Karachi.
- 6) The Director information (Advertisement) Karachi for Publication in News papers Sindhi, Urdu & English.
- 7) The Divisional Head Clerk / Divisional Head D/Man & Notice Board for wide publicity.

Executive Engineer
Provincial Buildings Division
Hyderabad

INSTRUCTION TO BIDDERS & BIDDING DATA

Notes on the Instructions to Bidders

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

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

TABLE OF CONTENTS

INSTRUCTIONS TO BIDDERS

Clause No.	Description	Page No.
	A. GENERAL	
IB.1	Scope of Bid & Source of Funds	6
IB.2	Eligible Bidders	
IB.3	Cost of Bidding	
	B. BIDDING DOCUMENTS	
IB.4	Contents of Bidding Documents	7
IB.5	Clarification of Bidding Documents	
IB.6	Amendment of Bidding Documents	
	C- PREPARATION OF BID	
IB.7	Language of Bid	8
IB.8	Documents Comprising the Bid	
IB.9	Sufficiency of Bid	
IB.10	Bid Prices, Currency of Bid & Payment	
IB.11	Documents Establishing Bidder's Eligibility and Quali	ifications 9
IB.12	Documents Establishing Works Conformity to	
	Bidding Documents	9
IB.13	Bidding Security	
IB.14	Validity of Bids, Format, Signing and Submission of E	3id10
	D-SUBMISSION OF BID	
IB.15	Deadline for Submission, Modification & Withdrawal	of Bids11
E. BID OPE	ENING AND EVALUATION	
IB.16	Bid Opening, Clarification and Evaluation	12
IB.17	Process to be Confidential	13
F. AWARD	OF CONTRACT	
IB.18	Qualification	13
IB.19	Award Criteria & Procuring Agency's Right	
IB.20	Notification of Award & Signing of Contract Agreeme	
IB.21	Performance Security	
IB.22	Integrity Pact	15

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

Scope of Bid

The Procuring Agency as defined in the Bidding Data (hereinafter called -the Procuring Agency||) wishes to receive Bids for the Works summarized in the Bidding Data (hereinafter referred to as -the Works||).

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

Source of Funds

The Procuring Agency has arranged funds from its own sources or *Federal/Provincial /Donor agency or any other source*, which may be indicated accordingly in bidding data towards the cost of the project/scheme.

IB.2 Eligible Bidders

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

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

Provided that the works costing Rs. 2.5 million or less shall not require any registration with PEC.

b) dulypre-qualified with the Procuring Agency. (Where required).

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

- c) if prequalification has not undertaken, the procuring agency mayask information and documents not limited to following:-
 - (i) company profile;
 - (ii) works of similar nature and size for each performed in last 3/5 years;
 - (iii) construction equipments;
 - (iv) qualification and experience of technical personnel and key site management;

- (v) financial statement of last 3 years;
- (vi) information regarding litigations and abandoned works if any.

IB.3 Cost of Bidding

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

B. BIDDING DOCUMENTS

IB.4 Contents of Bidding Documents

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

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.

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 quarries 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).

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.

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.

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

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

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.

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

- 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.
- 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.
- 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.
- 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

- 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.
- 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

- The documentary evidence of the Works' conformity to the Bidding Documents may be in the form of literature, drawings and data and the bidder shall furnish documentation as set out in Bidding Data.
- 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

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*).

Any bid not accompanied by an acceptable Bid Security shall be rejected by the Procuring Agency as non-responsive.

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.

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).

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

Bids shall remain valid for the period stipulated in the Bidding Data after the date of bid opening.

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).

All Schedules to Bid are to be properly completed and signed.

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.

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.

The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign (in the case of copies, Photostats are also acceptable). This shall be indicated by submitting a written Power of Attorney authorising the signatory of the bidder to act for and on behalf of the bidder. All pages of the bid shall be initialed and official seal be affixed by the person or persons signing the bid.

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

Bids must be received by the Procuring Agency at the address/provided in Bidding Data not later than the time and date stipulated therein.

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.

Bids submitted through telegraph, telex, fax or e-mail shall not be considered.

Any bid received by the Procuring Agency after the deadline for submission prescribed in Bidding Data will be returned unopened to such bidder.

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.

Withdrawal of a bid during the interval between the deadline for submission of bids and the expiration of the period of bid validity specified in the Form of Bid may result in forfeiture of the Bid Security pursuant to IB.13.5(a).

E. BID OPENING AND EVALUATION

IB.16 Bid Opening, Clarification and Evaluation (SPP Rules 41, 42 & 43)

The Procuring Agency will open the bids, in the presence of bidders' representatives who choose to attend, at the time, date and in the place specified in the Bidding Data.

The bidder's name, Bid Prices, any discount, the presence or absence of Bid Security, and such other details as the Procuring Agency at its discretion may consider appropriate, will be announced by the Procuring Agency at the bid opening. The Procuring Agency will record the minutes of the bid opening. Representatives of the bidders who choose to attend shall sign the attendance sheet.

Any Bid Price or discount which is not read out and recorded at bid opening will not be taken into account in the evaluation of bid.

- To assist in the examination, evaluation and comparison of Bids the Engineer/Procuring Agency may, at its discretion, ask the bidder for a clarification of its Bid. The request for clarification and the response shall be in writing and no change in the price or substance of the Bid shall be sought, offered or permitted (SPP Rule 43).
- (a) Prior to the detailed evaluation, pursuant to IB.16.7 to 16.9, the Engineer/Procuring Agency will determine the substantial responsiveness of each bid to the Bidding Documents. For purpose of these instructions, a substantially responsive bid is one which conforms to all the terms and conditions of the Bidding Documents without material deviations. It will include determining the requirements listed in Bidding Data.
 - (b) Arithmetical errors will be rectified on the following basis:

If there is a discrepancy between the unit price and total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between the words and figures the amount in words shall prevail. If there is a discrepancy between the Total Bid price entered in Form of Bid and the total shown in Schedule of Prices-Summary, the amount stated in the Form of Bid will be corrected by the Procuring Agency in accordance with the Corrected Schedule of Prices.

If the bidder does not accept the corrected amount of Bid, his Bid will be rejected and his Bid Security forfeited.

A Bid determined as substantially non-responsive will be rejected and will not subsequently be made responsive by the bidder by correction of the non-conformity.

Any minor informality or non-conformity or irregularity in a Bid which does not constitute a material deviation (**major deviation**) may be waived by Procuring Agency,

provided such waiver does not prejudice or affect the relative ranking of any other bidders.

(A). Major (material) Deviations include:-

- (i) has been not properly signed;
- (ii) is not accompanied by the bid security of required amount and manner;
- (iii) stipulating price adjustment when fixed price bids were called for;
- (iv) failing to respond to specifications;
- (v) failing to comply with Mile-stones/Critical dates provided in Bidding Documents;
- (vi) sub-contracting contrary to the Conditions of Contract specified in Bidding Documents;
- (vii) refusing to bear important responsibilities and liabilities allocated in the Bidding Documents, such as performance guarantees and insurance coverage;
- (viii) taking exception to critical provisions such as applicable law, taxes and duties and dispute resolution procedures;
- (ix) a material deviation or reservation is one:
 - (a) which affect in any substantial way the scope, quality or performance of the works;
 - (b) adoption/rectification whereof would affect unfairly the competitive position of other bidders presenting substantially responsive bids.

(B) Minor Deviations

Bids that offer deviations acceptable to the Procuring Agency and which can be assigned a monetary value may be considered substantially responsive at least as to the issue of fairness. This value would however be added as an adjustment for evaluation purposes only during the detailed evaluation process.

The Engineer/Procuring Agency will evaluate and compare only the bids previously determined to be substantially responsive pursuant to IB.16.4 to 16.6 as per requirements given hereunder. Bids will be evaluated for complete scope of works. The prices will be compared on the basis of the Evaluated Bid Price pursuant to IB.16.8 herein below.

Technical Evaluation: It will be examined in detail whether the works offered by the bidder complies with the Technical Provisions of the Bidding Documents. For this purpose, the bidder's data submitted with the bid in Schedule B to Bid will be compared with technical features/criteria of the works detailed in the Technical Provisions. Other technical information submitted with the bid regarding the Scope of Work will also be reviewed.

Evaluated Bid Price

In evaluating the bids, the Engineer/Procuring Agency will determine for each bid in addition to the Bid Price, the following factors (adjustments) in the manner and to the extent indicated below to determine the Evaluated Bid Price:

(i) making any correction for arithmetic errors pursuant to IB.16.4 hereof.

- (ii) discount, if any, offered by the bidders as also read out and recorded at the time of bid opening.
- (iii) excluding **provisional sums** and the provisions for **contingencies** in the Bill of Quantities **if any**, but including **Day work**, where priced competitively.

IB.17 Process to be Confidential

Subject to IB.16.3 heretofore, no bidder shall contact Engineer/Procuring Agency on any matter relating to its Bid from the time of the Bid opening to the time the bid evaluation result is announced by the Procuring Agency. The evaluation result shall be announced at least seven (07) days prior to award of Contract (SPP Rule 45). The announcement to all bidders will include table(s) comprising read out prices, discounted prices, price adjustments made, final evaluated prices and recommendations against all the bids evaluated.

Any effort by a bidder to influence Engineer/Procuring Agency in the Bid evaluation, Bid comparison or Contract Award decisions may result in the rejection of his Bid. Whereas any bidder feeling aggrieved, may lodge a written complaint to Complaint Redressal Committee as per terms and conditions mentioned in SPP Rules 31 & 32. However, mere fact of lodging a complaint shall not warrant suspension of procurement process.

Bidders may be excluded if involved in "Corrupt and Fraudulent Practices" means either one or any combination of the practices given below SPP Rule2(q);

- (i) **-Coercive Practice** means any impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence the actions of a party to achieve a wrongful gain or to cause a wrongful loss to another party;
- (ii) -Collusive Practice means any arrangement between two or more parties to the procurement process or contract execution, designed to achieve with or without the knowledge of the procuring agency to establish prices at artificial, noncompetitive levels for any wrongful gain;
- (iii) "Corrupt Practice" means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful gain;
- (iv) **-Fraudulent Practice"** means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
- (v) "Obstructive Practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract or deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements before investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or acts intended to materially impede the exercise of inspection and audit rights provided for under the Rules.

F. AWARD OF CONTRACT

IB.18. Post Qualification

The Procuring Agency, at any stage of the bid evaluation, having credible reasons for or *prima* facie evidence of any defect in contractor's capacities, may require the contractors to provide information concerning their professional, technical, financial, legal or managerial competence whether already pre-qualified or not:

Provided, that such qualification shall only be laid down after recording reasons therefore in writing. They shall form part of the records of that bid evaluation report.

The determination will take into account the bidder's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the bidders' qualifications submitted under B.11, as well as such other information required in the Bidding Documents.

IB.19 Award Criteria & Procuring Agency's Right

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

Not withstanding IB.19.1, the Procuring Agency reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of Contract, without thereby incurring any liability to the affected bidders or any obligation to inform the affected bidders of the grounds for the Procuring Agency's action except that the grounds for its rejection of all bids shall upon request be communicated, to any bidder who submitted a bid, without justification of the grounds. Notice of the rejection of all the bids shall be given promptly to all the bidders (SPP Rule 25).

IB.20 Notification of Award & Signing of Contract Agreement

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 Acceptancell) that his bid has been accepted (SPP Rule 49).

Within seven (07) days from the date of furnishing of acceptable Performance Security under the Conditions of Contract, the Procuring Agency will send the successful bidder the Form of Contract Agreement provided in the Bidding Documents, incorporating all agreements between the parties.

The formal Agreement between the Procuring Agency and the successful bidder duly stamped at rate of ----% of bid price(updated from time to time) stated in Letter of Acceptance shall be executed within seven (07) days of the receipt of Form of Contract Agreement by the successful bidder from the Procuring Agency.

IB.21 Performance Security

The successful bidder shall furnish to the Procuring Agency a Performance Security in the form and the amount stipulated in the Conditions of Contract within a period of fourteen (14) days after the receipt of Letter of Acceptance (SPP 39).

Failure of the successful bidder to comply with the requirements of Sub-Clauses IB.20.2 & 20.3 or 21.1 or Clause IB.22 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security.

Publication of Award of Contract: within seven days of the award of contract, the procuring shall publish on the website of the authority and on its own website, if such a website exists, the results of the bidding process, identifying the bid through procurement identifying Number if any and the following information:

- (1) Evaluation Report;
- (2) Form of Contract and letter of Award;
- (3) Bill of Quantities or Schedule of Requirements. (SPP Rule 50)

IB.22 Integrity Pact The Bidder shall sign and stamp the Form of Integrity Pact provided at Schedule-F to Bid in the Bidding Document for all Sindh Government procurement contracts exceeding Rupees ten (10) million. Failure to provide such Integrity Pact shall make the bid non-responsive (SPP Rule 89).

BIDDING DATA

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

Instructions to Bidders Clause Reference

1.1	Nam	e of Procuring Agency Executive Engineer, Provincial Buildings Division Hyderabad				
	(Inse	rt name of the Procuring Agency)				
	Brief	Brief Description of Works				
		shment of Secretariat Complex for Sindh Public Service Commission Hyderabad und Wall including Steel Gates, Diesel Tank, Door Closer, Picture Railing & Foundation.				
5.1	(a)	Procuring Agency's address:				
		Executive Engineer Provincial Buildings Division Hyderabad				
		(Insert address of the Procuring Agency with telex/fax)				
		(a) Engineer's address:				
		Executive Engineer Provincial Buildings Division Hyderabad				
		(Insert name and address of the Engineer, if any, with telex/fax.)				

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

The bidder has the financial, technical and constructional capability necessary to perform the Contract as follows: (*Insert required capabilities and documents*)

- i. Financial capacity: (As mention in the Notice Inviting Tenders);
- ii. Technical capacity:(mention the appropriate category of registration with PEC and qualification and experience of the staff);
- *iii.* Construction Capacity: (mention the names and number of equipments required for the work).

(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 Bid Amount
	(Fill in lump sum amount or in % age of bid amount /estimated cost, but not below 1%
	and not exceeding 5%)
14.1	Period of Bid Validity 90 Days
	(Fill in "number of days" not exceeding 90)
14.4	Number of Copies of the Bid to be submitted:
	One original plus only copies.
14.6	(a) Procuring Agency's Address for the Purpose of Bid Submission
	Executive Engineer, Provincial Buildings Division Hyderabad
	(insert postal address or location of bid box for delivery by hand)
15.1	Deadline for Submission of Bids
	Time: 9:30 A.M on 02-06-2025
16.1	Venue, Time, and Date of Bid Opening

Venue: Office of the Executive Engineer, Provincial Buildings Division Hyderabad

Time: <u>10:00 A.M</u> Date: <u>02-06-2025</u>

16.4 Responsiveness of Bids

- (i) Bid is valid till required period,
- *(ii) Bid prices are firm during currency of contract/Price adjustment;
- (iii) Completion period offered is within specified limits,
- (iv) Bidder is eligible to Bid and possesses the requisite experience, capability and qualification.
- (v) Bid does not deviate from basic technical requirements and
- (vi) Bids are generally in order, etc.
 - (a) **Price adjustment contract:** In these contracts escalation will be paid only on those items and in the manner as notified by Finance Department, Government of Sindh, after bid opening during currency of the contract.

FORM OF BID AND SCHEDULES TO BID

PREAMBLE TO SCHEDULE OF PRICES

1. General

The Schedule of Prices shall be read in conjunction with the Conditions of Contract, Contract Data together with the Specifications and Drawings, if any.

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

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

Units of measurement, symbols and abbreviations expressed in the Bidding Documents shall comply with the Systeme Internationale d' Unites (SI Units).

(Note: The abbreviations to be used in the Schedule of Prices to be defined by the Procuring Agency).

4. Rates and Prices

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.

Unless otherwise stipulated in the Contract Data, the premium, rates and prices entered by the bidder shall not be subject to adjustment during the performance of the Contract.

All duties, taxes and other levies payable by the Contractor shall be included in the rates and prices.

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.

- (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)

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

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.

Total Bid Price

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

6. Provisional Sums and Day work

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.

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

*SPECIFIC WORKS DATA

(To be prepared and incorporated by the Procuring Agency)



*(Note: The Procuring Agency shall spell out the information & data required to be filled out by the bidder and to furnish complementary information).

WORKS TO BE PERFORMED BY SUBCONTRACTORS*

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

Items of Works to be Sub-Contracted

Name and address of Sub-Contractors

Statement of similar works previously executed. (attach evidence)

Note:

- * The Procuring Agency should decide whether to allow subcontracting or not.

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

PROPOSED PROGRAMME OF WORKS

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

METHOD OF PERFORMING WORKS

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

- The sequence and methods in which he proposes to carry out the Works, including the number of shifts per day and hours per shift, he expects to work.
- A list of all major items of construction and plant erection, tools and vehicles proposed to be used in delivering/carrying out the works at site.
- The procedure for installation of equipment and transportation of equipment and materials to the site.
- Organisation 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 CONTRACTORS

(FOR CONTRACTS WORTH RS. 10.00 MILLION OR MORE)

Contract No	Dated	
Contract Value:		
Contract Title:		
or induced the procure benefit from Governme	ement of any contract, a ent of Sindh (GoS) or ar	ntractor] hereby declares that it has not obtained right, interest, privilege or other obligation or any administrative subdivision or agency thereof GoS) through any corrupt business practice.

Without limiting the generality of the foregoing, [name of Contractor] represents and warrants that it has fully declared the brokerage, commission, fees etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from, from Procuring Agency (PA) except that which has been expressly declared pursuant hereto.

[name of Contractor] accepts full responsibility and strict liability that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with PA and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

[name of Contractor] accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other rights and remedies available to PA under any law, contract or other instrument, be voidable at the option of PA.

Notwithstanding any rights and remedies exercised by PA in this regard, [name of Supplier/Contractor/Consultant] agrees to indemnify PA for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to PA in an amount equivalent to ten time the sum of any commission, gratification, bribe, finder's fee or kickback given by [name of Contractor] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from PA.

[Procuring Agency]

[Contractor]

CONDITIONS OF CONTRACT

TABLE OF CONTENTS

CONDITIONS OF CONTRACT

Clause No Description		Page No
1.	General Provisions	35
2.	The Procuring Agency	37
3.	Engineer's/Procuring Agency's Representation	tives37
4.	The Contractor	38
5.	Design by Contractor	38
	Procuring Agency's Risks	
	Time for Completion	
	Taking Over	
9.	Remedying Defects	41
	Variations and Claims	
11.	Contract Price And Payment	43
	Default	
	Risks and Responsibilities	
	Insurance	
15.	Resolution of Disputes	47
	Integrity Pact	

CONDITIONS OF CONTRACT

1. GENERAL PROVISIONS

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

- -Contract | means the Contract Agreement and the other documents listed in the Contract Data.
- -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.
- -Drawings | means the Procuring Agency's drawings of the Works as listed in the Contract Data, and any Variation to such drawings.

Persons

- -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.
- -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.
- -Party means either the Procuring Agency or the Contractor.

Dates, Times and Periods

- -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.
- -Day∥ means a calendar day
- -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

-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

- -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.
- -Country | means the Islamic Republic of Pakistan.
- -Procuring Agency's Risks | means those matters listed in Sub-Clause 6.1.
- -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.
- _Materials | means things of all kinds (other than Plant) to be supplied and incorporated in the Works by the Contractor.
- -Plant means the machinery and apparatus intended to form or forming part of the Works.
- -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.
- -Variation means a change which is instructed by the Engineer/Procuring Agency under Sub-Clause 10.1.
- _Worksl 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.
- -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.

Interpretation

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

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.

Law

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

Communications

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

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

Provision of Site

The Procuring Agency shall provide the Site and right of access thereto at the times stated in the Contract Data.

Site Investigation Reports are those that were included in the bidding documents and are factual and interpretative reports about the surface and subsurface conditions at the Site.

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.

Engineer's/Procuring Agency's Instructions

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

Approvals

No approval or consent or absence of comment by the Engineer/Procuring Agency shall affect the Contractor's obligations.

3. ENGINEER'S/PROCURING AGENCY'S REPRESENTATIVES

Authorised Person

The Procuring Agency 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.

Engineer's/Procuring Agency's Representative

The name and address of Engineer's/Procuring Agency'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

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

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 withheld without plausible reason(s) 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.

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.

Performance Security

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

5. **DESIGN BY CONTRACTOR**

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 prepared by him, 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.

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.

6. PROCURING AGENCY'S RISKS

The Procuring Agency's Risks

The Procuring Agency'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) ionising 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

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.

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.

Extension of Time

The Contractor shall, within such time as may be reasonable under the circumstances, notify the Procuring Agency/Engineer of any event(s) falling within the scope of Sub-Clause 6.1 or 10.3 of these Conditions of Contract and request the 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 may extend the time for completion as determined.

Late Completion

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

8. TAKING-OVER

Completion

The Contractor may notify the Engineer/Procuring Agency when he considers that the Works are complete.

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

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.

Uncovering and Testing

The Engineer/Procuring Agency 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

Right to Vary

The Procuring Agency/Engineer may issue Variation Order(s) in writing. Where for any reason it has not been possible for the 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 ten (10) days of the receipt of such confirmation the same shall be deemed to be a Variation Orders for the purposes of this Sub-Clause.

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.

Changes in the Quantities.

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

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.

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.

Variation and Claim Procedure

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

11. CONTRACT PRICE AND PAYMENT

(a) Terms of Payments

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

Provided that the Interim Payment shall be caused in thirty (30) days and Final Payment in 60 days in case of foreign funded project. In the event of the failure of the Procuring Agency to make payment within 90 days then 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.

(b) Valuation of the Works

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

Monthly Statements

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

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

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

Interim Payments

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

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, whichever is the later.

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.

Currency

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

12. DEFAULT

Defaults 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 demobilize 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.

Defaults 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.

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.

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

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.

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 demobilize the Contractor's Equipment.

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

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

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

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

14. INSURANCE

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.

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

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 (Superintending Engineer) and the Contractor.

Unless the Contract has already been repudiated or terminated, the Contractor shall, in every case, continue to proceed with the work with all due diligence, and the Contractor and the Procuring Agency (Superintending Engineer)shall give effect forthwith to every such decision of the Engineer unless and until the same shall be revised, as hereinafter provided in an arbitral award.

Notice of Dissatisfaction

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

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

Arbitration

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

16 INTEGRITY PACT

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
Cond	litions of Contract
1.1.	3 Procuring Agency's Drawings, if any
	(To be listed by the Procuring Agency)
1.1.4	4 The Procuring Agency means Executive Engineer, Provincial Buildings Division Hyderabad
1.1.	5 The Contractor means The person name in the contract data and the legal successor in title to this person
	but not any assignee (Clause 1.1.5)
1.1.7	Commencement Date means the date of issue of Engineer's Notice to Commence which shall be issued within fourteen (14) days of the signing of the Contract Agreement.
1.1.9	Time for Completion 12 Months
	(The time for completion of the whole of the Works should be assessed by the Procuring Agency)
	Engineer (mention the name along with the designation including whether he ags to department or consultant) and other details
	Executive Engineer, Provincial Buildings Division Hyderabad
1.3	Documents forming the Contract listed in the order of priority:
(a)	The Contract Agreement
(b)	Letter of Acceptance
(c)	The completed Form of Bid
(d)	Contract Data
(e)	Conditions of Contract
(f)	The completed Schedules to Bid including Schedule of Prices
(g)	The Drawings, if any
(h)	The Specifications
(i)	
(;)	

(The Procuring Agency may add, in order of priority, such other documents as form part of the Contract. Delete the document, if not applicable)

	horized	l person:address of Engineer's/Procuring Agency's representative
4.4	Perfo	ormance Security:
	Amou	ant 8% of bid amount in shape of Bank guarantee.
	Valid	ity
		n: As provided under Standard Forms of these Documents)
5.1	,	irements for Contractor's design (if any):
	Speci	fication Clause No's
7.2	Prog	ramme:
	Time	for submission: Within fourteen (14) days* of the Commencement Date.
	Form	of programme:(Bar Chart/CPM/PERT or other)
Amo	ount pa	yable due to failure to complete shall be % per day up to a maximum of (10%)
	of sur	m stated in the Letter of Acceptance
	(Usua day.)	ally the liquidated damages are set between 0.05 percent and 0.10 percent per
Ear l 9.1	In cas up-to dama	pletion e of earlier completion of the Work, the Contractor is entitled to be paid bonus limit and at a rate equivalent to 50% of the relevant limit and rate of liquidated ges stated in the contract data. d for remedying defects
,		Three Months
10.2	(e)	Variation procedures:
		Day work rates N/A (details)
Teri	ms of P	ayments
a)	Mobil	ization Advance

Mobilization Advance up to 10 % of the Contract Price stated in the Letter of Acceptance shall be paid by the Procuring Agency to the Contractor on the works costing Rs.2.5 million or above on following conditions:

(1)

- (i) on submission by the Contractor of a Mobilization Advance Guarantee for the full amount of the Advance in the specified form from a Scheduled Bank in Pakistan to the Procuring Agency;
- (ii) Contractor will pay interest on the mobilization advance at the rate of 10% per annum on the advance; and
- (iii) This Advance including the interest shall be recovered in 5 equal installments from the five (05) R.A bills and in case the number of bills is less than five (05) then 1/5th of the advance **inclusive of the interest** thereon shall be recovered from each bill and the balance together with interest be recovered from the final bill. It may be insured that there is sufficient amount in the final bill to enable recovery of the Mobilization Advance.

OR

2) Secured Advance on Materials

- (a) The Contractor shall be entitled to receive from the Procuring Agency Secured Advance against an INDENTURE BOND in P W Account Form No.31(Fin. R. Form No. 2 acceptable to the Procuring Agency of such sum as the Engineer may consider proper in respect of non-perishable materials brought at the Site but not yet incorporated in the Permanent Works provided that:
 - (i) The materials are in accordance with the Specifications for the Permanent Works;
 - (ii) Such materials have been delivered to the Site and are properly stored and protected against loss or damage or deterioration to the satisfaction and verification of the Engineer but at the risk and cost of the Contractor;
 - (iii) The Contractor's records of the requirements, orders, receipts and use of materials are kept in a form approved by the Engineer, and such records shall be available for inspection by the Engineer;
 - (iv) The Contractor shall submit with his monthly statement the estimated value of the materials on Site together with such documents as may be required by the Engineer for the purpose of valuation of materials and providing evidence of ownership and payment therefore;
 - (v) Ownership of such materials shall be deemed to vest in the Procuring Agency and these materials shall not be removed from the Site or otherwise disposed of without written permission of the Procuring Agency;
 - (vi) The sum payable for such materials on Site shall not exceed 75 % of the (i) landed cost of imported materials, or (ii) ex-factory / exwarehouse price of locally manufactured or produced materials, or (iii) market price of stands other materials;

- (vii) Secured Advance should not be allowed unless &until the previous advance, if an, fully recovered;
- (viii) Detailed account of advances must be kept in part II of running account bill; and
- (ix) Secured Advance may be permitted only against materials/quantities anticipated to be consumed / utilized on the work within a period of 3 months from the date of issue of secured advance and definitely not for full quantities of materials for the entire work/contract
- (b) Recovery of Secured Advance:
 - (i) Secured Advance paid to the Contractor under the above provisions shall be effected from the monthly payments on actual consumption basis, but not later than period specified in the rules not more than three months (even if unutilized); other conditions.
 - (ii) As recoveries are made the outstanding accounts of the items concerned in Part II should be reduced b making deduction entries in the column; -deduct quantity utilized in work measured since previous bill, equivalent to the quantities of materials used by the contractor on items of work shown as executed in part I of the bill.
- (c) Interim payments: The Contractor shall submit to the Engineer monthly statements of the estimated value of the work completed less the cumulative amount certified previously.
 - (i) The value of work completed comprises the value of the quantities of the items in the Bill of Quantities completed.
 - (ii) value of secured advance on the materials and valuation of variations (if any).
 - (iii) Engineer may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.
 - (v) Retention money and other advances are to be recovered from the bill submitted by contractor.

*(a) Valuation of the Works:

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

Percentage of retention*: three (3%)

11.6	Currency	of	payment:	Pak.	Rupees

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

rpe of cover the Works mount of cover the sum stated in the Letter of Acceptance plus fifteen percent (15%) repe of cover contractor's Equipment: mount of cover Ill replacement cost over the direction of third party insurance should be assessed by the cocuring Agency and entered). orkers:
ne sum stated in the Letter of Acceptance plus fifteen percent (15%) rpe of cover ontractor's Equipment: mount of cover Ill replacement cost over aird Party-injury to persons and damage to property the minimum amount of third party insurance should be assessed by the occuring Agency and entered).
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ocuring Agency and entered).
orkers:
her cover*:
a each case name of insured is Contractor and Procuring Agency)
be recovered
emium pluspercent (%).
bitration**
ace of Arbitration: Complaint Redressal Committee Hyderabad

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

FORM OF BID SECURITY

(Bank Guarantee)

			Guarantee No.				
			Executed on				
(Lette	r by the	Guara	antor to the Procuring Agency)				
		rantor	(Scheduled Bank in Pakistan) with				
addres		cinal (Bidder) with				
		_	Didder) with				
accar of							
			press in words and				
8	~/-						
Bid R	eference	e No	Date of Bid				
the reunto Agend we bin	quest of the cy) in t	f the sa he sum elves, o	BY THESE PRESENTS, that in pursuance of taid Principal, we the Guarantor above-named a	are held and firmly bound called The -Procuring well and truly to be made,			
submi		the	OF THIS OBLIGATION IS SUCH, that we accompanying Bid numbered and continuous (Particulars of E	dated as above for			
that th		cipal fu	ocuring Agency has required as a condition for urnishes a Bid Security in the above said sum er:				
(1)	that th	ne Bid S	Security shall remain valid for a period of twent	ev eight (28) days beyond			
(2)	the pe	riod of	f validity of the bid;	yg ()yy			
` /				volidity of Did on			
	(a)		Principal withdraws his Bid during the period of	•			
	(b)	the Principal does not accept the correction of his Bid Price, pursuant to Sub-Clause 16.4 (b) of Instructions to Bidders, or					
	(c)						
		(i)	furnish the required Performance Security, Clause IB-21.1 of Instructions to Bidders, or	in accordance with Sub-			
		(ii)	sign the proposed Contract Agreement, in acc Clauses IB-20.2 & 20.3 of Instructions to Bid				

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

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

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

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

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

	Guarantor (Bank)
Witness:	1. Signature
1	2. Name
Corporate Secretary (Seal)	3. Title
2	
(Name, Title & Address)	Corporate Guarantor (Seal)

FORM OF PERFORMANCE SECURITY (Bank Guarantee)

	Guarantee No Executed on Expiry Date
(Letter by the Guarantor to the Procuring	Agency)
Name of Guarantor (Scheduled Bank in Pa	,
Name of Principal (Contractor) with	
Penal Sum of Security (express in words a figures)	and
Letter of Acceptance No	Dated
Documents and above said Letter of Acce request of the said Principal we, the Guara the Procuring Agency) in the penal sum of t sum well and truly to be made to the said	NTS, that in pursuance of the terms of the Bidding eptance (hereinafter called the Documents) and at the antor above named, are held and firmly bound unto
THE CONDITION OF THIS OBLIGA	TION IS SUCH, that whereas the Principal has ve said Letter of Acceptance for
(N	ame of Project).

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

Our total liability under this Guarantee is limited to the sum stated above and it is a condition of any liability attaching to us under this Guarantee that the claim for payment in writing shall

be received by us within the validity discharged of our liability, if any, under	*	arantee, failing which we shall be
We,	irrevocably and inc the Procuring Age ng the Procuring A or sums up to the that the Principal I thich payment will	ency's first written demand without gency to prove or to show grounds amount stated above, against the has refused or failed to perform the
PROVIDED ALSO THAT the Procudeciding whether the Principal (Contract or has defaulted in fulfilling objection any sum or sums up to the an Procuring Agency forthwith and without IN WITNESS WHEREOF, the above the its seal on the date indicated above, the affixed and these presents duly signed to of its governing body.	ractor) has duly persaid obligations are nount stated above at any reference to the counded Guarantor name and corporat	erformed his obligations under the ad the Guarantor shall pay without upon first written demand from the he Principal or any other person. has executed this Instrument under e seal of the Guarantor being hereto
Witness:		Guarantor (Bank)
1	1.	Signature
	2.	Name
Corporate Secretary (Seal)	3.	Title
2	-	
(Name, Title & Address)		Corporate Guarantor (Seal)

FORM OF CONTRACT AGREEMENT

THIS (CONTI	RACT AGRE	EEMENT (hereir	ıafter o	called the	-Agreen	nent∥) made o	n the	
day of		200	betwee	n				(hereinafte	er called	l the
-Procu	ring A	Agency) of	the one	part	and			(hereinafter	called	the
	_	of the other		-						
WHEF	REAS t	he Procuring	Agency is	desire	ous tha	t certain W	Vorks, v	iz		
should	be ex	xecuted by the	ne Contrac	tor ar	nd has	accepted	a Bid	by the Contr	actor fo	r the
execut	ion and	d completion	of such Wo	orks aı	nd the	remedying	g of any	defects thereir	1.	
NOW	this Ag	greement witr	nesseth as f	ollow	s:					
1	T., 41,						1- o-vo 41-		.:	
1.		•			-			e same mear	-	
	respec	cuvery assign	ed to them	m me	Cond	itions of C	ontract	hereinafter ref	erreato.	
2.	The f	following do	cuments a	fter in	corpo	rating add	denda, i	f any except	those r	oarts
		_			_	-		and be read a	-	-
		t of this Agre								
	-	_								
	(a)	The Letter of	_							
	(b)	The comple			U		dules to	Bid;		
	(c)	Conditions				*				
	(d)	The priced			es/Bil	l of quanti	ties (Bo	Q);		
	(e)	The Specifi		d						
	(f)	The Drawin	igs							

- 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.

Signature of the Contactor

(Seal)

Signature of the Procuring Agency
(Seal)

Signed, Sealed and Delivered in the presence of:

Witness:

Witness:

(Name, Title and Address)

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.

(Name, Title and Address)

MOBILIZATION ADVANCE GUARANTEE

					Gı	ıarantee	No		
						Execute	d on_		
(Letter by	the G	uarantor to th	e Procuring A	Agency)					
WHEREA	AS th	e						(herein	after
called	the	Procuring	Agency)	has	entered	into	a	Contract	for
					(]	Particula	ars of	Contract),	with
			(h	nereinaft	er called the	e Contra	ctor).		
		AS the Proc							
		request, a							upees
provisions AND WH	s of the	e Contract. AS the Procu	ring Agency	has asl	xed the Cor	ntractor	to furi	nish Guaran	tee to
secure the	advar	nce payment f	for the perform	mance o	of his obliga	tions un	der the	e said Contra	.ct.
Procuring	er call Ager	ASed the Guarancy agreeing Guarantee.					l in co		of the
advance for fulfillment	or the t of a	FORE the Good purpose of all ny of his obliced to the Procure	bove mentior gations for v	ned Con vhich th	tract and if e advance p	he fails, payment	and c is ma	ommits defa de, the Guar	ult in rantor
judge, as a the Guaran	afores ntor, a hen d	ng of any defa aid, on the pa and on such fi ue under this	ort of the Con irst written d	ntractor, emand _]	shall be giv payment sha	ven by that the mail be mail	he Pro ade by	curing Ager the Guaran	ncy to tor of

This Guarantee shall come into force as soon as the advance payment has been credited to the

account of the Contractor.

INDENTURE FOR SECURED ADVANCES.

(For use in cases in which is contract is for finished work and the contractor has

entered into an agreement for the execution of a certain specified quantity of work in a given time).
This INDENTURE made the
WHEREAS by an agreement, dated (hereinafter called the said agreement, the contractor has agreed to perform the under-mentioned works (hereinafter referred to as the said work):-
(Here enter (the description of the works). ¹
AND WHEREAS the contractor has applied to the
NOW THIS INDENTURE WTTNESSETH that in pursuance of the said agreement and in consideration of the sum of Rupees
follow:-
(1) That the said sum of Rupees

(2) That the materials detailed in the said Running Account Bill (B) which have been Fin R Form No. 17-A

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

(3) That the said materials detailed in the said Running Account Bill (B) and all other Fin. R. Form No. 17-A

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

- (4) That the Contractor shall make at his own cost all necessary and adequate arrangement for the proper watch, safe custody and protection against all risks of the said material and that until used in construction as aforesaid the said materials shall remain at the site of the said works in the Contractor's custody and at his own risk and on his own responsibility and shall at all times be open to inspection by (he Divisional Officer or any officer authorized by him. In the event of the said materials of any part (hereof being stolen, destroyed or damaged or becoming deteriorated in a grater degree than is due to reasonable use and wear thereof Contractor will forthwith replace the same with other materials of like qualify or repair and make good the same as required by the Divisional Officer and the materials so brought to replace the said materials so repaired and made good shall also be considered as security for the said amount.
- (5) 'Hurt the said materials shall not on any account be removed from the site of the said works except with the written permission of the Divisional Officer or an officer authorized by him in that behalf
- (6) That the said amount shall be payable in full when or before the Contractor receives payment, from the Government of the price payable to him for the said works under the terms and provisions of the said agreement PROVIDED THAT if any intermediate payments are made to the contractor on account of work done then on the occasion of each such payment the Government will be at liberty to make a recovery from the Contractors Bill for such payment by deducting there from in the value of the said materials (hen actually used in the construction and in respect of which recovery has not been made previously the value for this purpose being determined in respect of each description of material at (he rates at which the amount of the advances made under these presents were calculated.
- (7) That if the Contractor shall at any time make any default in the performance or observation in any respect of any of the terms and provisions of the said agreement or of these presents the total amount of the advance or advances that may still be owing to the Government shall immediately on the happening of such default be repayable by the Contractor to the Government together with interest thereon at twelve

percent per annum from the date or respective dates of such advance or advances to the date or repayment and with all costs, charges, damages and expenses incurred by the Government in or for the recovery thereof or the enforcement of this security or otherwise by reason of (he default of the Contractor and any moneys so becoming due and payable shall constitute a debt due from the Contractor to the Government and the Contractor hereby covenants and agrees with the Government to repay and the same respectively to it accordingly.

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

- (a) Seize and utilize the said materials or any part thereof in the completion of the said works on behalf of the Contractor in accordance with the provisions in that behalf contained in the said agreement debiting the Contractor with the actual cost of effecting such completion the amount due in respect of advances under these presents and crediting the Contractor with the value of work done as he had carried it out in accordance with the said agreement and at the rates thereby provided. If the balance is against the Contractor he is to pay the same to the Government on demand.
- (b) Remove and sell by public auction the seized materials or any part thereof and out of the moneys arising from the sale retain all the sums aforesaid repayable to the Government under these presents and pay over the surplus (if any) to the Contractor.
- (c) Deduct all or any part of the moneys owing out of the security deposit or any sum due to the Contractor under the said agreement.
- (9) That except as is expressly provided by the presents interest on the aid advance shall not be payable.

In witnesses whereof the* on behalf of th
Governor of Sindh and the said
their respective hands and seals the day and first above written.
Signed, sealed and delivered by* In
the presence of
Seal
1st witness 2 nd witness
Signed, sealed and delivered by* In
the presence of
Seal
1st Witness 2 nd witness

SPECIFICATIONS

[Note for Preparing the Specifications]

A set of precise and clear specifications is a prerequisite for bidders to respond realistically and competitively to the requirements of the user without qualifying their Bids. The specifications must be drafted to permit the widest possible competition and, at the same time, present a clear statement of the required standards of workmanship, materials, performance of the works. Only if this is done objectives of economy, efficiency, and fairness in procurement will be realized and responsiveness of Bids can be ensured, and the subsequent task of bid evaluation can be facilitated. The specifications should require that materials to be incorporated in the works be new, unused, and of the most recent or current models, and incorporated all recent improvements in design and materials unless provided for otherwise in the contract.

Samples of specifications from similar to previous procurements are useful in this respect. The use of metric units is encouraged. Depending on the complexity of the works and the repetitiveness of the type of procurement, it may be advantageous to standardize the Technical Specifications that should cover all classes of workmanship, materials and equipment although not necessarily to be used in a particular procurement.

Care must be taken in drafting specifications to ensure that they are not restrictive. In the specification of standards for equipment, materials, and workmanship, recognized international standards should be used as much as possible. The specifications shall consider all conditions but not limited to seismic conditions, weather conditions and environmental impact. The specifications should state that equipment, materials, and workmanship that meet other authoritative standards, and which ensure at least a substantially equal quality than the standards mentioned, will also be acceptable. The following clause may be inserted in the Specifications.

Sample Clause: Equivalency of Standards and Codes

Wherever reference is made in the Specifications to specific standards and codes to be met by Works to be furnished and tested, the provisions of the latest current edition or revision of the relevant shall apply, unless otherwise expressly stated in the Contract. Other authoritative standards that ensure equivalence to the standards and codes specified will be acceptable.]

FORM OF BID (LETTER OF OFFER)

Bid Reference <u>No.TC/G-55/281</u>, dated 12/05/2025

Го,									
		utive Engineer al Buildings Div							
Gent	lemen,	iu.							
1.	•	d the Bidding	Documents includ	ing Instructions	to Bidders, Bid	ding Data,			
	Conditions of Co	ontract, Contra	act Data, Specificat	tions, Drawings,	if any, Schedul	e of Prices			
	and Addenda No	osfo	r the execution	of the above-	named Works	, we, the			
	•	<u> </u>	mpany doing l		the name	of and			
				-	-				
		•	er to execute and	•					
		-	with the said Docu	_					
	Total	Bid	Price	of	Rs				
						e may ha			
			h the said Docume		other sum a	3 may be			
2.			nedules attached h		f this Bid.				
3.		As security for due performance of the undertakings and obligations of this Bid, we submit							
	-	_	in the shape						
		•	n the amount o	_		Bank			
			lrawn in your favo						
			days) beyon		-	valia for a			
1.	-	•	cepted, to commen	-	-	l complete			
			ontract within the			· compice			
<u>.</u>	_		for the period of _			m the date			
).		-	_	-					
		_	and it shall remain	binding upon us	s and may be a	ccepted at			
	any time before	the expiration	of that period.						
5 .	Unless and unt	il a formal A	greement is pre	pared and exec	uted, this Bid,	together			
	with your writ	ten acceptan	ce thereof, shall	constitute a bir	nding 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		(Seal)
Name of Contractor:	M/S	 , GOVT. CONTRACTOR
Witness:		
(Signature)	·	
Name:		
Address:		

Establishment of Secratariate Complex for Sindh Public Service Commission Hyderabad (Compound Wall including Steel Gates, Diesel Tank, Door Closer, Picture Railing & Foundation etc

Schedule-B

Sr. No	Name of Item.	Quantity		Rate	Unit	Amount.
NU	CIVIL WORK					
1 1	Compound Wall i/c Steel Gate Excvation in foundation of building bricks and other structure i/c dag belling dressing refilling arround the structure with excvated earth watering and ramming lead upto 5 ft. (b) In ordinary soil (SINO.18(b) P-17)	3067	Cft	11.88	P.Cft	36,433
2	Cement concret brick or stone ballast 1-1/2" to 2" gauge ratio 1:4:8 (SINO. 4(b) P-15)	974	Cft	296.69	P.Cft	289,050
3	R.C.C. work including labour and material except the cost of steel reinforcdement and its labour for bending and binding which will be paid sepretely. This rate also imclude all kinds of forms moulds lifting shuttering curring rendering and finishing the exposed surface (i/c screening and washing of shingle) (a) R.C. work in froo slab, beams coloumns rafts lintels and other structural members laid in situ or precast laid in position complete in all respects (i) Ratio 1:2:4 90 lbs cement 2 cft sand 4 cft shingle 1/8" to 1/4" gauge. (SINO.6 a-i P-25)	2391	Cft	717.59	P.Cft	1,715,489
4	Fabriction of deformed steel reinforcement for cement concrete including cutting.bending. Laying in position.Making joints and fastennings including cost of bindnigs wire (also include removal of rust from bars.(S.No.8) (P#12).(c) Tor bar.	107.58	Cwt	18934.02	P.Cwt	2,036,886
5	Pacca brick work in foundation and plinth in:(e)Cement sand mortar 1:6 (S.No.4) (P#15).	1675	Cft.	359.20	P.Cft	601,538
6	Pacca brick work other than building including striking of joints upto 10ft. (3 meter) height. (e)Cement	4983	Cft.	362.88	P.Cft	1,808,112
7	Cement plaster 1:6 upto 12' height (b) 1/2" thick. (S.I.No. 13(b) P-52)	22620	Sft	37.01	P.Sft	837,148
8	Cement plaster 1:4 upto 12' height (a) $3/8^{\prime\prime}$ thick. (S.I.No. 11(a) P-52)	20077	Sft	37.78	P.Sft	758,509
9	Providing and fixing Gutka Brick facing 2 $1/2$ "x 9 " x $2 1/4$ " size of approved design set in cement mortar 1: 3 i/c filling the joints with white cement slurry colour pigment for matching i/c leveling smooth finishing. Curring and scaffolding etc complete as per specification and directed by the Engineer /Incharge. (S.No.103) (P#74).	2543	Sft	531.28	P.Sft	1,350,779
10	Preparing the surface and painting with weather coat i/c rubbing the surface with rubbing brick / sand paper filling the voids with chalk/plaster of pairs and then painting with weather of approved make. (SINO.38 P-54) for Three Coats	20077	Sft	86.58	P.Sft	1,738,267
11	Making & fixing steel grated door with 1/16" thick sheeting including angle iron frame 2"x 3/8" and 3/4" square bars 4" centre to centre with locking arrangement. (S.No.24) (P#63).	525	Sft	2726.96	P.Sft	1,431,654
12	Providing and fixing stainless steel letters in size 18" x18"	14	Nos	7071.33	Each	95,463

Sr. No	Name of Item.	Quantity		Rate	Unit	Amount.
110	inches as per approved front and design in/c cutting drilling in walls fixing with screws and nails scaffolding etc complete as per directed by the engineer / incharge. (S.No.115) (P#75).					
13	Preparing surface and painting guard bars gates,iron bars grating, railings (including standard braces etc) and similar open work. (S.No.5) (d) (P#49). (ii) Each	1050	Sft	24.00	P.Sft	25,200
14	subsequent coat. Stone cladding of required size on wall facing of approved design shape and pattern set in cement sand mortar ratio 1:2 in grey cement 3/4" thick in/c washing of joints with net white cement salary and pigment in desire shape in/c cutting and dressing the stone tile to proper profile in/c labour etc complete as per specification as directed by the Engineer / Incharge. (S.No.108) (P#74).	900	Sft	541.93	P.Sft	487,737
15	P/F approved quality of door closer in/c fixing on door with screws and adjusting speed on required etc complete.	327	Nos.	13188.24	P.Nos.	4,312,554
16	Deodar wood dado or Picture Rail 3"x11/4" (50x40mm) as per approved design including moulding and fixed in place, cost of CSRews nails, plugs and painting complete.	8634	Rft	800.64	P.Rft.	6,913,070
17	Providing and fixing in position UPVC channels framing of sliding windows and ventilators of unplasticized polyvinyl chloride (UPVC) with fly CSReen in/c handles stoppers looking arrangement etc complete Deluxe model etc complete as per direction Engineer / Incharge.	2618	Sft	3468.16	P.Sft.	9,077,909
	menarge.				Total	33,515,798
1	Non-Schedule Item Supplying and Fixing Stainless Steel Diesel / Fuel Storage Tank 8500 Litres Capacity including Diesel Pump 1-1/2" Dia fill Pipe level gaauge, Vent Pipe, Access Cover loading and un-loading etc complete.	1	Nos.		P.Nos.	0
2	Supplying and Fixing of fountarin 15.0 Dia including Motor With Pump, Recycling System & Preparing of Base/Platform and necessary accssories etc complete.	1	Nos.		P.Nos.	0
3	Supplying and Fixing of fountarin 10.0 Dia including Motor With Pump, Recycling System & Preparing of Base/Platform and necessary accssories etc complete.	1	Nos.		P.Nos.	0
					Total	-
2 1	Diesel Tank Excvation in foundation of building bricks and other structure i/c dag belling dressing refilling arround the structure with excvated earth watering and ramming lead upto 5 ft. (b) In ordinary soil (SINO.18(b) P-17)	1760	Cft	11.88	P.Cft	20,909
2	Random, rubble masonary (uncoused) Dry Masonary (S.I.No.01/P-35)	216	Cft	114.07	P.Cft	24,639

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Sr. No	Name of Item.	Quantity		Rate	Unit	Amount.
3	Cement concrete plain including placing compacting, finishing and curring, comlete (including screening and washing at stone gregate without shuttering.(f) ration1:4:8.	72	Cft.	348.83	P.Cft	25,116
4	R.C.C. work including labour and material except the cost of steel reinforcdement and its labour for bending and binding which will be paid sepretely. This rate also imclude all kinds of forms moulds lifting shuttering curring rendering and finishing the exposed surface (i/c screening and washing of shingle) (a) R.C. work in froo slab, beams coloumns rafts lintels and other structural members laid in situ or precast laid in position complete in all respects (i) Ratio 1:2:4 90 lbs cement 2 cft sand 4 cft shingle 1/8" to 1/4" gauge. (SINO.6 a-i P-25)	873	Cft	717.59	P.Cft	626,456
5	Fabriction of deformed steel reinforcement for cement concrete including cutting.bending. Laying in position.Making joints and fastennings including cost of bindnigs wire (also include removal of rust from bars.(S.No.8) (P#12).(c) Tor bar.	61.110	Cwt	18934.02	P.Cwt	1,157,058
					Total	1,854,178

Terms & Conditions:-

- 1- No Cartage on Any Item of Work shall be Paid.
- 2- No Premium on Non-Schedule Item will be Paid.
- 3- 100% Well Graded Bajri Used in the R.C.C. 1:2:4.
- 4- Arbitraction Clause Stand from the Agreement.

(Contractor)

PROVINCIAL BUIDLINGS DIVISION
HYDERABAD