

OFFICE OF THE
EXECUTIVE ENGINEER W&S COLLEGE EDUCATION
WORKS DIVISION SUKKUR



STANDARD
BIDDING DOCUMENT

NIT S.No: 02

PROCUREMENT OF WORKS

(For Contracts Costing above Rs. 4.00 to Rs 50.0 MILLION)

Standard Bidding Document is intended as a model for admeasurements (Percentage Rate/unit price for unit rates in a Bill of Quantities) types of contract. The main text refers to admeasurements contracts.

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BIDDING DATA

NAME OF CONTRACTOR:- _____

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

- A Name of Procuring Agency Executive Engineer, W&S College Education Works Division Sukkur.
- Brief Description of Work M&R Programme 2025-26 @ Govt. Degree College Sukkur (Academic Block)
- B Procuring Agency Address Goli Mar Road Sukkur
- C Estimated Cost Rs: 5,000,000/-
- D Amount of Bid Security:-
(Fill in lump sum amount or in % age of bid amount /5%
Estimated cost, but not exceeding 5%) Rs: 250,000/-
- E Period of Bid Validity (days) 90 Days (Not more than Ninety Days)
- F Security Deposit:-
(in % age of bid amount / estimated cost equal to Rs: 500,000/-
10%)
- G Percentage, if any, to be deducted from Bills 8.0% Income Tax & 5% as Security Deposit, 5% as SRB to be deducted contractors R.A Bills or as per standing order of Government
- H Deadline for submission of Bids along with Time 18.02.2026 Up to 2.0 P.M
- I Venue, Time and Date of Bid Opening Executive Engineer, W&S College Education Works Division Sukkur.
- J Time for completion from written order of commence June 2026
- K Liquidity damages:-
(0.05 of Estimated Cost or Bid Cost per day of delay, Nil
but total not exceeding 10%)
- L Call Deposit Receipt No: _____ Dated _____
Amount Rs: _____ of _____
- M D.R No: No: _____ Dated _____
Rs: _____
- N Rate Quoted by Contractor Part A _____
Part B _____

CONTRACTOR


**EXECUTIVE ENGINEER
W&S COLLEGE EDUCATION WORKS DIVISION
SUKKUR**

FORM OF BID
(LETTER OF OFFER)

Sr.No. 02

Bid Reference No. XEN/ CED/ Sukkur/- 453 Dated: 30.01.2026

NAME OF WORK: - **M&R PROGRAMME 2025-26 @ GOVT. DEGREE COLLEGE SUKKUR**
(ACDEMIC BLOCK) DISTRICT SUKKUR

To

THE EXECUTIVE ENGINEER,
W&S COLLEGE EDUCATION WORKS DIVISION,
SUKKUR

Gentlemen,

1. Having examined the Bidding Documents including Instructions to Bidders, Bidding Data, Conditions of Contract, Contract Data, Specifications, Drawings, if any, Schedule of Prices and Addenda Nos.
_____ for the execution of the above-named works, we, the undersigned, being a company doing business under the name of and address _____
_____ and being duly incorporated under the laws of Pakistan hereby offer to execute and complete such works and remedy any defects therein in conformity with the said Documents including Addenda thereto for the Total Bid Price of Rs _____ (Rupees _____) or such other sum as may be ascertained in accordance with the said Documents.
2. We understand that all the Schedules attached hereto form part of this Bid.
3. As security for due performance of the undertakings and obligations of this Bid, we submit herewith a Bid Security in the amount of _____
_____ drawn in your favour or made payable to you and valid for a period of twenty eight (28) days beyond the period of validity of Bid.
4. We undertake, if our Bid is accepted, to commence the Works and to deliver and complete the Works comprised in the Contract within the time(s) stated in Contract Data.
5. We agree to abide by this Bid for the period of _____ days from the date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
6. Unless and until a formal Agreement is prepared and executed, this Bid, together with your written acceptance thereof, shall constitute a binding contract between us.
7. We undertake, if our Bid is accepted, to execute the Performance Security referred to in Conditions of Contract for the due performance of contractor.

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 _____, 2026.

Signature _____

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

(Name of Bidder in Block Capitals)

(Seal)

Address

Witness:

(Signature) _____

Name: _____

Address: _____

INSTRUCTIONS TO BIDDERS

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

A. GENERAL

IB.1 Scope of Bid & Source of Funds

1.1 Scope of Bid

The Executive Engineer, W&S College Education Works Division Sukkur, 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.

1.2 Source of Funds

The Procuring Agency has arranged funds from Provincial Government through College Education Department Administration under ADP Schemes / M&R Programme 2025-26 as indicated in the Bidding Data.

IB.2 Eligible Bidders

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

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

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

- b) Duly pre-qualified with the Procuring Agency. (*Where required*).

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

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

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

IB.3 Cost of Bidding

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

B. BIDDING DOCUMENTS

IB.4 Contents of Bidding Documents

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

1. Instructions to Bidders & Bidding Data
2. Form of Bid, Qualification Information & Schedules to Bid
Schedules to Bid comprise the following:
 - (i) Schedule A: Schedule of Prices/ Bill of Quantities (BoQ).
 - (ii) Schedule B: Specific Works Data
 - (iii) Schedule C: Works to be Performed by Subcontractors
 - (iv) Schedule D: Proposed Programme of Works
 - (v) Schedule E: Method of Performing Works
 - (vi) Schedule F: Integrity Pact (works costing Rs 10 million and above)
3. Conditions of Contract & Contract Data
4. Standard Forms:
 - (i) Form of Bid Security,
 - (ii) Form of Performance Security;
 - (iv) Form of Bank Guarantee for Advance Payment.
5. Specifications
6. Drawings, if any

IB.5 Clarification of Bidding Documents

- 5.1 A prospective bidder requiring any clarification(s) in respect of the Bidding Documents may notify the Engineer/Procuring Agency at the Engineer's/ Procuring Agency's address indicated in the Bidding Data.
- 5.2 An interested bidder, who has obtained bidding documents, may request for clarification

of contents of bidding documents in writing and procuring agency shall respond to such queries in writing within three calendar days, provided they are received at least five calendar days prior to the date of opening of bid (SPP Rule 23-1).

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

- 6.1 At any time prior to the deadline for submission of Bids, the Procuring Agency may, for any reason, whether at his own initiative or in response to a clarification requested by a interested bidder, modify the Bidding Documents by issuing addendum.
- 6.2 Any addendum thus issued shall be part of the Bidding Documents pursuant to Sub-Clause 6.1 hereof, and shall be communicated in writing to all purchasers of the Bidding Documents. Prospective bidders shall acknowledge receipt of each addendum in writing to the Procuring Agency.
- 6.3 To afford interested bidders reasonable time in which to take an addendum into account in preparing their Bids, the Procuring Agency may at its discretion extend the deadline for submission of Bids.

C. PREPARATION OF BIDS

IB.7 Language of Bid

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

IB.8 Documents Comprising the Bid

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

IB.9 Sufficiency of Bid

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

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

IB.10 Bid Prices, Currency of Bid and Payment

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

IB.11 Documents Establishing Bidder's Eligibility and Qualifications

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

IB.12 Documents Establishing Works' Conformity to Bidding Documents

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

IB.13 Bid Security

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

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

- 14.1 Bids shall remain valid for the period stipulated in the Bidding Data after the date of bid opening.
- 14.2 In exceptional circumstances, Procuring Agency may request the bidders to extend the period of validity for a additional period but not exceeding 1/3 of the original period. The request and the bidders' responses shall be made in writing or by cable. A Bidder may refuse the request without forfeiting the Bid Security. A Bidder agreeing to the request will not be required or permitted to otherwise modify the Bid, but will be required to extend the validity of Bid Security for the period of the extension, and in compliance with IB.13 in all respects (SPP Rule 38).
- 14.3 All Schedules to Bid are to be properly completed and signed.
- 14.4 No alteration is to be made in the Form of Bid except in filling up the blanks as directed. If any alteration be made or if these instructions be not fully complied with, the bid may be rejected.

- 14.5 Each bidder shall prepare Original and number of copies specified in the Bidding Data of the documents comprising the bid as described in IB.8 and clearly mark them —ORIGINAL and —COPY as appropriate. In the event of discrepancy between them, the original shall prevail.
- 14.6 The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign (in the case of copies, Photostats are also acceptable). This shall be indicated by submitting a written Power of Attorney authorizing the signatory of the bidder to act for and on behalf of the bidder. All pages of the bid shall be initialed and official seal be affixed by the person or persons signing the bid.
- 14.7 The Bid shall be delivered in person or sent by registered mail at the address to Procuring Agency as given in Bidding Data.

D. SUBMISSION OF BID

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

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

E. BID OPENING AND EVALUATION

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

- 16.1 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.
- 16.2 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.

- 16.3 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).
- 16.4 (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.

- 16.5 A Bid determined as substantially non-responsive will be rejected and will not subsequently be made responsive by the bidder by correction of the non-conformity.
- 16.6 Any minor informality or non-conformity or irregularity in a Bid which does not constitute a material deviation (**major deviation**) may be waived by 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.

- 16.7 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.

16.8 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

17.1 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.

17.2 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.

17.3 Bidders may be excluded if involved in “**Corrupt and Fraudulent Practices**” means either one or any combination of the practices given below SPP 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

- 18.1 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.

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

IB.19 Award Criteria & Procuring Agency's Right

- 19.1 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.
- 19.2 Notwithstanding 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

- 20.1 Prior to expiration of the period of bid validity prescribed by the Procuring Agency, the Procuring Agency will notify the successful bidder in writing (—Letter of Acceptance) that his bid has been accepted (SPP Rule 49).
- 20.2 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.
- 20.3 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

- 21.1 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).
- 21.2 Failure of the successful bidder to comply with the requirements of Sub-Clauses IB.20.2 & 20.3 or 21.1 or Clause IB.22 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security.
- 21.3 Publication of Award of Contract: within seven days of the award of contract, the procuring shall publish on the website of the authority and on its own website, if such a website exists, the results of the bidding process, identifying the bid through procurement identifying Number if any and the following information:
- (1) Evaluation Report;
 - (2) Form of Contract and letter of Award;
 - (3) Bill of Quantities or Schedule of Requirements. (SPP Rule 50)

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

CONDITIONS OF CONTRACT

1. GENERAL PROVISIONS

1.1 Definitions

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

The Contract

- 1.1.1 —Contract¹ means the Contract Agreement and the other documents listed in the Contract Data.
- 1.1.2 —Specifications¹ means the document as listed in the Contract Data, including Procuring Agency’s requirements in respect of design to be carried out by the Contractor (if any), and any Variation to such document.
- 1.1.3 —Drawings¹ means the Procuring Agency’s drawings of the Works as listed in the Contract Data, and any Variation to such drawings.

Persons

- 1.1.4 —Procuring Agency¹ means the person named in the Contract Data and the legal successors in title to this person, but not (except with the consent of the Contractor) any assignee.
- 1.1.5 —Contractor¹ means the person named in the Contract Data and the legal successors in title to this person, but not (except with the consent of the Procuring Agency) any assignee.
- 1.1.6 —Party¹ means either the Procuring Agency or the Contractor.

Dates, Times and Periods

- 1.1.7 —Commencement Date¹ means the date fourteen (14) days after the date the Contract comes into effect or any other date named in the Contract Data.
- 1.1.8 —Day¹ means a calendar day
- 1.1.9 —Time for Completion¹ means the time for completing the Works as stated in the Contract Data (or as extended under Sub-Clause 7.3), calculated from the Commencement Date.

Money and Payments

- 1.1.10 —Cost¹ means all expenditure properly incurred (or to be incurred) by the Contractor, whether on or off the Site, including overheads and similar charges but

does not include any allowance for profit.

Other Definitions

- 1.1.11 —Contractor's Equipment¹¹ means all machinery, apparatus and other things required for the execution of the Works but does not include Materials or Plant intended to form part of the Works.
- 1.1.12 —Country¹² means the Islamic Republic of Pakistan.
- 1.1.13 —Procuring Agency's Risks¹³ means those matters listed in Sub-Clause 6.1.
- 1.1.14 —Force Majeure¹⁴ means an event or circumstance which makes performance of a Party's obligations illegal or impracticable and which is beyond that Party's reasonable control.
- 1.1.15 Materials¹⁵ means things of all kinds (other than Plant) to be supplied and incorporated in the Works by the Contractor.
- 1.1.16 —Plant¹⁶ means the machinery and apparatus intended to form or forming part of the Works.
- 1.1.17 —Site¹⁷ means the places provided by the Procuring Agency where the Works are to be executed, and any other places specified in the Contract as forming part of the Site.
- 1.1.18 —Variation¹⁸ means a change which is instructed by the Engineer/Procuring Agency under Sub-Clause 10.1.
- 1.1.19 Works¹⁹ means any or all the works whether Supply, Installation, Construction etc. and design (if any) to be performed by the Contractor including temporary works and any variation thereof.
- 1.1.20 —Engineer²⁰ means the person notified by the Procuring Agency to act as Engineer for the purpose of the Contract and named as such in Contract Data.

1.2 Interpretation

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

1.3 Priority of Documents

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

1.4 **Law**

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

1.5 **Communications**

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

1.6 **Statutory Obligations**

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

2. **THE PROCURING AGENCY**

2.1 **Provision of Site**

The 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.

2.2 **Permits etc.**

The Procuring Agency shall, if requested by the Contractor, assist him in applying for permits, licenses or approvals which are required for the Works.

2.3 **Engineer's/Procuring Agency's Instructions**

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

2.4 **Approvals**

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

3. **ENGINEER'S/PROCURING AGENCY'S REPRESENTATIVES**

3.1 **Authorized 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.

3.2 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

4.1 General Obligations

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

4.2 Contractor's Representative

The Contractor shall appoint a representative at site on full time basis to supervise the execution of work and to receive instructions on behalf of the Contractor but only after obtaining the consent of the Procuring Agency for such appointment which consent shall not be 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.

4.3 Subcontracting

The Contractor shall not subcontract the whole of the works. The Contractor shall not subcontract any part of the works without the consent of the Procuring Agency.

4.4 Performance Security

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

5. DESIGN BY CONTRACTOR

5.1 Contractor's Design

The Contractor shall carry out design to the extent specified, as referred to in the Contract Data. The Contractor shall promptly submit to the Engineer/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.

5.2 Responsibility for Design

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

6. PROCURING AGENCY'S RISKS

6.1 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) ionizing radiations, or contamination by radio-activity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radio-active toxic explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component of such an assembly, except to the extent to which the Contractor/Sub-Contractors may be responsible for the use of any radio-active material;
- e) Pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds;
- f) use or occupation by the Procuring Agency of any part of the Works, except as may be specified in the Contract;
- g) late handing over of sites, anomalies in drawings, late delivery of designs and drawings of any part of the Works by the Procuring Agency's personnel or by others for whom the Procuring Agency is responsible;
- h) a suspension under Sub-Clause 2.3 unless it is attributable to the Contractor's failure; and

- i) Physical obstructions or physical conditions other than climatic conditions, encountered on the Site during the performance of the Works, for which the Contractor immediately notified to the Procuring Agency and accepted by the Procuring Agency.

7. TIME FOR COMPLETION

7.1 Execution of the Works

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

7.2 Programme

Within the time stated in the Contract Data, the Contractor shall submit to the Engineer/Procuring Agency a programme for the Works in the form stated in the Contract Data.

7.3 Extension of Time

The Contractor shall, within such time as may be reasonable under the circumstances, notify the 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.

7.4 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

8.1 Completion

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

8.2 Taking-Over Notice

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

9. REMEDYING DEFECTS

9.1 Remediating Defects

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

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

9.2 Uncovering and Testing

The Engineer/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

10.1 Right to Vary

The Procuring Agency/Engineer may issue Variation Order(s) in writing. Where for any reason it has not been possible for the 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.

10.2 Valuation of Variations

Variations shall be valued as follows:

- a) at a lump sum price agreed between the Parties, or
- b) where appropriate, at rates in the Contract, or
- c) in the absence of appropriate rates, the rates in the Contract shall be used as the basis for valuation, or failing which
- d) at appropriate new rates, as may be agreed or which the Engineer/Procuring Agency considers appropriate, or
- e) if the Engineer/Procuring Agency so instructs, at day work rates set out in the Contract Data for which the Contractor shall keep records of hours of labour and Contractor's Equipment, and of Materials, used.

10.3 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.

10.4 Early Warning

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

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

10.5 Valuation of Claims

If the Contractor incurs Cost as a result of any of the Procuring Agency's Risks, the Contractor shall be entitled to the amount of such Cost. If as a result of any

Procuring Agency's Risk, it is necessary to change the Works, this shall be dealt with as a Variation subject to Contractor's notification for intention of claim to the Engineer/Procuring Agency within fourteen (14) days of the occurrence of cause.

10.6 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

11.1 (a) Terms of Payments

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

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

11.2 Monthly Statements

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

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

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

11.3 Interim Payments

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

11.4 Retention

Retention money shall be paid by the 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.

11.5 Final Payment

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

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

11.6 Currency

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

12. DEFAULT

12.1 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.

12.2 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 demobilize from the Site.

12.3 Insolvency

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

12.4 Payment upon Termination

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

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

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

13. RISKS AND RESPONSIBILITIES

13.1 Contractor's Care of the Works

Subject to Sub-Clause 9.1, the Contractor shall take full responsibility for the care

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

Unless the loss or damage happens as a result of any of the Procuring Agency's Risks, the Contractor shall indemnify the Procuring Agency, or his agents against all claims loss, damage and expense arising out of the Works.

13.2 Force Majeure

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

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

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

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

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

14. INSURANCE

14.1 Arrangements

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

14.2 Default

If the Contractor fails to effect or keep in force any of the insurances referred to in the previous Sub-Clause, or fails to provide satisfactory evidence, policies or receipts, the Procuring Agency may, without prejudice to any other right or

remedy, effect insurance for the cover relevant to such as a default and pay the premiums due and recover the same plus a sum in percentage given in Contractor Data from any other amounts due to the Contractor.

15. RESOLUTION OF DISPUTES

15.1 Engineer's Decision

If a dispute of any kind whatsoever arises between the Procuring Agency and the Contractor in connection with the works, the matter in dispute shall, in the first place, be referred in writing to the Engineer, with a copy to the other party. Such reference shall state that it is made pursuant to this Clause. No later than the twenty eight (28) days after the day on which he received such reference, the Engineer shall give notice of his decision to the Procuring Agency (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.

15.2 Notice of Dissatisfaction

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

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

15.3 Arbitration

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

16 INTEGRITY PACT

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

- (a) recover from the Contractor an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by the Contractor or any of his Sub-Contractors, agents or servants;
- (b) terminate the Contract; and
- (c) recover from the Contractor any loss or damage to the 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

1. Procuring Agency's Drawings, if any Not Applicable in this case.
2. **The Procuring Agency** means Executive Engineer, W&S College Education Works Division Sukkur
3. **The Contractor** means The Lowest Responsive Evaluated Bidder
4. **Commencement Date** means the date of issue of Notice to Commence which shall be issued within fourteen (14) days of the signing of the Contract Agreement.
5. **Time for Completion** 30 days
6. **Incharge**
Office of Executive Engineer Engineering W&S College Education Works Division Sukkur @ Goli Mar Road Sukkur
7. **Documents forming the Contract listed in the order of priority:**
 - a) The Contract Agreement
 - b) Letter of Acceptance
 - c) Price Schedule
 - d) Contract Data
 - e) Conditions of Contract
 - f) The Drawings, if any (Not Applicable in this case)
 - g) The Specifications
 - h) Any additional documents/ correspondences
8. **Provision of Site:** (Not Applicable in this case)
9. **Authorized person: Executive Engineer**
10. **Name and address of Incharge/Procuring Agency's representative**
Office of Executive Engineer, W&S College Education Works Division Sukkur @ Goli Mar Road Sukkur
11. **Performance Security:**
Amount equal to 5% of Bid Amount in shape of Call Deposit in favour of XEN College Education Works Division Sukkur with its validity 30 days beyond the Work period.
12. **Requirements for Contractor's design (if any):**
Specification Clause No's "Manufacturer Design" (if applicable)
13. **Programme: (M&R Programme as mentioned in the NIT).**
14. **Time for submission: Within fourteen (14) days of the Commencement Date.**
15. **Form of programme: as mutually agreed (Bar Chart/CPM/PERT or other)**
16. **Liquidated Damage:** Amount payable due to failure to complete any part(s) of Scope of work shall be Rs. 1,000 per day up to a maximum of (10%) of sum stated in the Letter of Acceptance for breach of any clause of the contract.
17. **Remedy Defect:** Manufactures Warranty or whichever is later and / or manufacturer warranty if equipments is replaced. However the RM will be released after 30 Days from the date of completion of Work and satisfactory performance.

18. **Variation procedures: (Not Applicable in this case)**

Day work rates _____
_____ (details)

19. **(a) Valuation of the Works:**

- i. Lump sum price **Not Applicable** (details), or
- ii. Lump sum price with schedules of rates **Not Applicable** (details),
or
- iii. Lump sum price with bill of quantities **BOQ Attached** or
- iv. 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 **Not Applicable** (details), or/and
- v. Cost reimbursable **Not Applicable** (details)

20. **Mobilization / Secure Advance:**

(Not Applicable in this case)

21. **Percentage of retention :** *Five (5%) from each bill (running / final)*

22. **Currency of payment:** Pak. Rupees

21 **Arbitration**

Place of Arbitration: Sukkur, Province of Sindh

SCOPE OF WORK

As indicted in the NIT

SOURCE OF FUND

District / Provincial ADP Schemes
of the Current Financial Year as
indicated in the NIT

Eligibility/ Minimum Qualification Criteria

The evidence / documents for the following minimum qualification / eligibility criteria will be checked during opening process of tender prior to financial evaluation & if anyone is missing then the tender will be summarily rejected at the moment by the tender opening committee.

PART-A: Eligibility Criteria

- Registration with PEC in relevant category for contracts worth Rs. 4.000 million or above.
- Valid NTN Certificate.
- Active Registration with SRB
- Labour Insurance Certificate.
- Valid Professional Tax
- Copy of valid CNIC of owners / proprietor's original of the firms.
- Authenticated Affidavit that the firm is not indulged in litigated or black listed by any procurement agency, also the given information, documents and date is absolutely true, genuine and correct. (E-Stamp)
- The Bid Security 5% in shape of Call Deposit
- Minimum two years' experience of relevant field.
- Turnover of at least last three years (having financial capability 100% of the estimated cost of each work).

PART-B:

Minimum Qualification Criteria

- Tender should be in properly sealed envelope.
- Bid Security, as mentioned in the NIT & Bidding Documents, is furnished.
- All rates quoted including the total amount of the bid shall be in figures & words (both).
- All corrections / overwriting shall be clearly re-written with initials & duly stamped by the bidder.
- The bid shall be properly signed, named & stamped by the authorized person of the firm and authorization letter for signatory shall be enclosed with the tender by the authorized person, if other than the signatory of the firm.

METHOD OF PROCUREMENT USED

Single Stage – Two Envelope Procedure (Rule 46 (2) of SPP Rule 2010)

46(2) Single Stage – Two Envelope Procedure

- (a) Bid shall comprise a single package containing two separate envelopes. Each envelope shall contain separately the financial proposal and the technical proposal;
- i. Envelopes shall be marked as “FINANCIAL PROPOSAL” and “TECHNICAL PROPOSAL” in bold and legible letters to avoid confusion.
 - ii. Initially, only the envelope marked “TECHNICAL PROPOSAL” shall be opened.
 - iii. Envelope marked as “FINANCIAL PROPOSAL” shall be retained in the custody of the procuring agency without being opened.
 - iv. Procuring Agency shall evaluate the technical proposal in a manner prescribed in advance, without reference to the price and reject any proposal which does not conform to the specified requirements.
 - v. No amendments in the Technical Proposal shall be permitted during the technical evaluation.
 - vi. Financial proposal of technically qualified bids shall be opened publicly at a time, date and venue announced and that will be communicated to the bidders in writing in advance.
 - vii. Financial proposal of bids found technically non-responsive shall be returned un-opened to the respective bidders.
 - viii. Bid found to be the most advantageous or best evaluated shall be accepted.
 - ix. relevant experience; (Minimum two years)
 - x. registration with Income Tax, FBR, SBR and Sales Tax (where applicable);
 - xi. Registration with PEC in relevant category (as mentioned in NIT) for contracts worth Rs. 4.000 million or above.
 - xii. any other factor deemed to be relevant by the procuring agency subject to provision of Rule 44.
 - xiii. Turnover of at least last three years (having financial capability 100% of the estimated cost of each work)

METHOD OF PROCUREMENT USED

Single Stage – Two Envelope Procedure (Rule 46 (1) of SPP Rule 2010)

46(1) Single Stage – Two Envelope Procedure

- (b) Notice Inviting Tenders and bidding documents of this method shall contain the following eligibility criteria:
 - i. relevant experience;
 - ii. registration with Income Tax, FBR, SBR and Sales Tax (where applicable);
 - iii. Registration with PEC in relevant category for contracts worth Rs. 4.000 million or above.
 - iv. Any other factor deemed to be relevant by the procuring agency subject to provision of Rule 44.
 - v. Turnover of at least last three years (having financial capability 100% of the estimated cost of each work)
- (c) Each bid shall comprise one single envelope containing the financial proposal and required information mentioned at clause (a) above.
- (d) All bids received shall be opened and evaluated in the manner prescribed in the Notice Inviting Tenders or bidding document.

Integrity Pact

DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC. PAYABLE BY THE SUPPLIERS/CONTRACTORS/CONSULTANTS.

Contract Number: _____ Dated: _____
 Contract Value: _____
 Contract Title: _____

_____ hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Sindh (GoS) or any administrative subdivision or agency thereof or any other entity owned or controlled by it (GoS) through any corrupt business practice.

Without limiting the generality of the foregoing, _____ 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 Procuring Agency (PA), except that which has been expressly declared pursuant hereto.

_____ certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with PA and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

_____ accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other right 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, _____ agrees to indemnify PA for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to PA in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by _____ as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit, in whatsoever form, from PA.

 (Procuring Agency)

 (Bidder /Contractor)

SCHEDULE-B / BOQs/ PRICE SCHEDULE

BOQ-2

M&R PROGRAMME 2025-26 @ GOVT. DEGREE COLLEGE SUKKUR (ACADEMIC BLOCK) DISTRICT SUKKUR

Sr. No.	Item of Work	Qty:	Rate	Unit	Amount
PART-A CIVIL WORK					
1	Dismantling cement reinforced separating reinforcement from concrete clearing and straightening the same (C.S.I No:20 P-20).	1738	229.72	P.Cft	399,253
2	Scraping ordinary distemper, oil bound distemper or paint on walls (C.S.I No:54 (b) P-22).	3486	10.30	P.Sft	35,906
3	Removing doors with chowkats (C.S.I No:33 (a) P-21).	1	574.26	P.Sft	574
4	Removing window with sky light with chowkat (C.S.I No:33 (b) P-21).	6	465.31	P.Sft	2,792
5	Reinforced cement concrete work including all labour and material except the cost of steel reinforcement and its labour for bending and binding which will be paid separately this rate also includes all kinds of forms moulds: lifting shuttering curing rendering and finishing the exposed surface (including screening and washing of shingle) (a) RC work in slab beams columns rafters lintels and other structural members laid in situ or pre cast 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. (C.S.I No:6 A (1) P-17).	1738	717.59	P.Cft	1,247,171
6	Fabrication of Tor steel reinforcement for cement concrete including cutting bending and laying in position making joints and fastenings including cost of binding wire also includes removal of rust from bars (C.S.I No:8 B P-17).	77.589	18271.01	P.Cwt	1,417,629
7	Providing and fixing G.I frames / Chowkats 7"2" or 41/2" x 3" for door using 20 gauge G.I sheet i/c welded hinges and fixing at site with necessary holes fast filling with cement sand slurry of ratio 1:6 and repairing the jambs. Cost also i/c all carriage tools and plants used in making and fixing (C.S.I No:29 P-93).	18	690.67	P.Rft	12,432
8	Providing and fixing G.I frames / Chowkats 7"2" or 41/2" x 3" for windows using 20 gauge G.I sheet i/c welded hinges and fixing at site with necessary holes fast filling with cement sand slurry of ratio 1:6 and repairing the jambs. Cost also i/c all carriage tools and plants used in making and fixing (C.S.I No:28 P-93).	72	908.25	P.Rft	65,394
9	Kail wood wrought, joinery in doors and windows etc fixed in position i/c chowkats hold fasts hinges iron tower bolts chocks cleats handles and cords with hooks etc kail panel or paneled and glazed or fully glazed 1-3/4" thick (Only Shutters) (CSI No. 107 Page No. 86).	35	1334.33	P.Sft	46,702
10	Providing and laying 2" thick topping cement concrete 1:2:4. Including surface finishing dividing into panels (C.S.I No:16 (c) P-42).	3475	108.75	P.Sft	377,906
11	Primary coat of chalk under distemper (C.S.I No:23 P-54).	9380	3.59	P.Sft	33,674
12	Distemper three coats (C.S.I No:24 (c) P-54).	9380	17.23	P.Sft	161,617
13	Painting new surface, and painting of doors and windows any type (i/c edges) 2 coats (C.S.I No:4 (c) P-76).	440	18.41	P.Sft	8,100
14	Applying chemical polishing on existing Mosaic / Marble flooring / dado including cleaning grinding with carborandum stone / sand paper and applying chemical polish as per requirement (Si No. 66 P. No. 49)	1800	114.79	P.Sft	206,622
TOTAL PART-A (CIVIL WORK):-					4,015,774

OFFICE OF THE EXECUTIVE ENGINEER,
COLLEGE EDUCATION WORKS DIVISION SUKKUR
GOLI MAR ROAD SHIKARPUR PHATAK SUKKUR

No. XEN/CED/Sukkur/- 453 of 2026, Sukkur Dated: 30/01 /2026.

NOTICE INVITING TENDERS

This office invites "E-Bid" through E-Pak" Acquisition and Disposal System (EPADS) websites of APPRA Sindh in accordance with SPPRA Rule 2010 (amended up to date) from the interested eligible contractors / Firms for the following works through method of procurement **"Single Stage, Two Envelopment Procedure"** from all the Contractors / Firms who are registered with Pakistan Engineering Council for the year 2025-26, in the relevant field and appropriate category for the College Building Works.

Sl. No.	Name of Scheme /Location	Estimated Cost (in million)	Earnest Money (5%) (in rupees)	Tender Fee (in rupees)	Period of Completion
	M&R PROGRAMME 2025-26				
	DISTRICT SUKKUR				
1	Govt. Islamia Arts / Commerce College	5.000	250,000	3,000	June 2026.
2	Govt. Degree College Sukkur (Academic Block)	5.000	250,000	3,000	June 2026.
3	Office of the Regional Director Colleges	5.000	250,000	3,000	June 2026.
4	Office of the Executive Engineer, W&S College Education Sukkur	3.260	163,000	3,000	June 2026
	DISTRICT KHAIRPUR				
5	Govt. Degree College Karoondi	5.500	275,000	3,000	June 2026.
6	Govt. Degree College Thari Mir Wah (Academic Block + Admin Block)	5.500	275,000	3,000	June 2026
7	GGDC Kumb	4.500	225,000	3,000	June 2026
8	Govt. Sachal Sarmast College Ranipur	5.000	250,000	3,000	June 2026
9	Mars Govt. Girls Degree College Khuhra	4.000	200,000	3,000	June 2026
10	Govt. Degree College Hingorja Khairpur	3.500	175,000	3,000	June 2026
11	Govt. Degree College Thehri	4.000	200,000	3,000	June 2026
	DISTRICT GHOTKI				
2	Govt. Boys Degree College Ghotki (Lab + Academic Block)	3.000	150,000	3,000	June 2026.
3	GBDC Mirpur Mathelo	3.000	150,000	3,000	June 2026

Blank Tenders Form / Standard Bidding Documents of above listed work will be issued from the office of publication from the undersigned on any working day Three Days before opening date on submission of written request and payment of prescribed tender fee (non-refundable) in shape of Pay order in favour of Executive Engineer, W&S College Education Department Sukkur, or can be downloaded from <http://portaisindh.eprocure.gov.pk>

the bids must be submitted online through EPADS portal before the deadline.

Bidding Documents must be submitted on epads along with **"Technical Proposal"** and **"Financial Proposal"** which must be submitted in separate sealed envelopes with clear marking of **"TECHNICAL PROPOSAL"** and **"FINANCIAL PROPOSAL"** along with NIT No: and Work No: which will be received back up to **2.00 PM** on **18.02.2026** in the issuing office, Technical Proposal of the participating firms will be opened on the same day at **3.00 PM** by the Procurement Committee in presence of participating contractors / firms or their authorized representative who wish to be present. The financial bids will be opened later, the date will be communicated on portal after completion of valuation of Technical Proposal.

4. In case any member of the procurement committee is not available due to any undesirable circumstances or if Government declares holiday the tenders shall be submitted and opened on the next working day at the same time and venue.
5. In case the bids are un-responded, the next date of issue will be any working day up to **5.00 pm** and received back up to **11.00 AM on 04.03.20026** on and opened on same day at **12.00 PM**.
6. The TECHNICAL PROPOSAL opened shall be evaluated as per prescribed eligibility proformas of Technical Qualification consisting of (Mandatory and Technical Evaluation Proformas) attached with bidding documents. The bidders have to qualify all the mandatory requirements and 75% passing marks on Technical Evaluation. Financial Bids / Proposals of the technically qualified firms shall be opened on the date and time that will be communicated in through portal. Financial Bids / proposal of technical un-qualified contractors shall be returned to them unopened.
7. Tender shall be carefully and neatly filled keeping in view latest standing rate committee decisions, and incorporate all the Government taxes otherwise the bid shall be declared as non-responsive and shall stand rejected and each page of the bidding documents must be stamped & signed by the bidders. Each bid must have accompanied the earnest money as mentioned above in shape of **Call Deposit** in favour of undersigned. Incomplete tender, over writing or conditional tender shall not be entertained.
8. All communication or clarification shall be made through EPADS portal only. Bidders are responsible for regularly monitoring the portal.
9. Mandatory Qualification are to be submitted by the bidders in following sequences:

R&T Incharge
 Advertisement Section
 Govt. of Sindh, Karachi

- Valid Registration certificate from Pakistan Engineering Council for year 2025-26 on appropriate category to the value of each work (CE-01, CE-09, CE-10, CE-11, BC-02, BC-04) are mandatory codes) except for works costing up to Rs: 4.000 (M).
 - "Active" Registration with Federal Board of Revenue (FBR), NTN Certificate must be attached.
 - "Active" Registration with Sindh Revenue Board, Sales Tax Registration Certificate must be attached.
 - Labour insurance certificate
 - Professional tax certificate
 - Copy of valid CNIC of owners / proprietor's original of the firms.
 - Authenticated Affidavit that the firm is not indulged in litigated or black listed by any procurement agency, also the given information, documents and data is absolutely true, genuine and correct. (E-stamp)
 - The bid Security (**5% Five Percent**) in shape of Call Deposit issued from the account of participant company / firm any Scheduled Bank of Pakistan in favour of the undersigned shall be submitted at the time of submission of bidding documents. Call Deposit & Tender fee in shape of Pay Order of each work must be submitted along with Technical Proposal one hour before opening otherwise the documents will not be downloaded / rejected at the time of opening.
 - Non-submission of any of the above mandatory documents will lead to rejection irrespective of the Technical Evaluation.
- Technical Proposal must have a company profile along with the following Technical Evaluation Criteria:
- a. List of completed works (03 Nos) for last three years of building works (performance will be given to firms having educational related building construction experience) along with documentary evidence i.e. Work Orders & Satisfactory & Satisfactory completion certificate of the work duly attested by the issuing authority.
 - b. List of On-going works (03 Nos) of building works (performance will be given to firms having educational related building construction experience) along with Work Orders and Certificate from the executing agency clearly mentioning the name of contractor and that the work is being executed with satisfactory quality.
 - c. **Machinery & Equipment.**
 - i. List of Machinery & Equipment.
 - ii. Detail of Machinery Equipment along with documentary evidence.
 - iii. Detail of Machinery along with working evidence.

d. Technical Staff.

- I. List of Technical Staff & Managerial Staff.
 - II. Qualification & Experience along with documentary evidence of their degrees and experience certificates.
 - e. Bank Statement of Last Three Years Issued after the publishing of this advertisement.
 - f. Bank Statement confirming cash available of 20% of the estimated cost of work.
 - g. Average Annual Financial Turn-Over not less than equivalent cost of the scheme / project during last five years.
 - h. Account maintenance certificate
 - i. Balance certificate
11. At least 03 years annual audit report from any reputable firm.
 12. ISO Certificate 45001 & 9001.
 13. Past non-performance, abandonment of work, failure to complete works within the stipulated time or poor performance in this Department or any other Division / Department shall constitute valid grounds for rejection of the bid, as per applicable SPPRA Rules and standard procurement principles. The Procuring Agency reserves the right to verify the bidder's performance from any Division or Department of the Govt. of Sindh and may reject the bid of any firm found with advance performance history.
 14. No joint venture firm will be allowed to participate in the bidding process.
 15. Canvassing in connection with bids is strictly prohibited. Any bidder found influencing, attempting to influence, or contacting any official of the Procuring Agency regarding the tender process shall have their bid rejected immediately and further disciplinary or legal action will be taken as per rules.
 16. The procuring agency reserves right to cancel the bidding process at any time without any reason prior to acceptance of bids as per SPPRA Rule No: 25.

Announcement of Bid & Venue:-

All downloaded bids will be announced on 18.02.2026 @ 3.00 PM in the office of the undersigned situated at, Office of the Executive Engineer, W&S College Education Department Sukkur @ Goli Mar Road Sukkur. If the undersigned remains out of Head Quarter on the date of opening of bids, the bids shall be submitted and opened as per given schedule on next working day.

Executive Engineer
College Education Works Division
Sukkur