Sr.No.19

EXECUTIVE ENGINEER EDUCATION WORKS DIVISION JACOBABAD

TENDER COST RS:- 3.000

TENDER / BIDDING DOCUMENTS

Name of Work :- **Provincial ADP SDGA Schemes 2023-24 Sustainable development goals Achievement Programme (2024- 2025) Construction Repair of GBPS Hajiani Khoso U/C Logi Semis Code. 412030035 Taluka Thul.**

No. TC/G-55/EWD/JCD/-1507 of 2026 **Jacobabad dated: - 16 / 02 / 2026**

(First Attempt)

Date of issue & Received Upto: **09-03-2026 @ 10:00 A.M**

Date of opening: **09-03-2026 @ 11:00 A.M**

Tender Issued to M/s: _____

D.R / PAY Order No. **Date:- / / 2026** **Rs._____**

Name of Bank _____

Call Deposit No: _____Date:- / / 2026 **Rs._____**

Name of Bank _____

Tender Fee. **Rs.3000/-**

EXECUTIVE ENGINEER
EDUCATION WORKS DIVISION
JACOBABAD

Draft Bidding Document for Works Upto 50.00 Million

BIDDING DATA

(This section should be filled in by the Executive 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 **1.1** **Name of Procuring Agency :- Executive Engineer Education Works Division Jacobabad**
(Insert name of the Procuring Agency)

Brief Description of Work:- **Provincial ADP SDGA Schemes 2023-24 Sustainable development goals Achievement Programme (2024- 2025) Construction Repair of GBPS Hajiani Khoso U/C Logi Semis Code. 412030035 Taluka Thul.**

5.1 (a) **Procuring Agency's Executive Engineer Education Works Division Jacobabad.**

(Insert address of the Procuring Agency with telex/fax):- Office of The Executive Engineer Education Works Division near Government Boys High School Degree Collage Road Jacobabad.

(b) **Engineer's address:-** **Office of The Executive Engineer Education Works Division Jacobabad @ near Government Boys High School degree Collage Road Jacobabad**

(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.:-PAK: RUPEES.**

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

i. **Financial Capacity: (Must have Turnover of Rs _____Million).**

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 Equipment's required for the Work).**

12.1(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 **Bid Security 5% Rs. 0.150**

(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) Days

14.4 **Number of Copies of the Bid to be submitted:**
One original Copy.

14.6(a) **Procuring Agency's Address for the Purpose of Bid Submission**
(insert postal address or location of bid box for delivery by hand) :- Office of The Executive Engineer Education Works Division Jacobabad @ near Government Boys high School Degree Collage Road Jacobabad

15.1 **Deadline for Submission of Bids :- Time:- 09-03-2026 @ 10:00 A.M**

16.1 **Venue, Time, and Date of Bid Opening :- Time:- 09-03-2026 @ 11:00 A.M**

16.4 **Responsiveness of Bids**

(i) **Bid is valid till ted :-**

Sindh Public Procurement Regulatory Authority https://portalsindh.eprocure.gov.pk/#/

(ii) **Bid prices are firm during currency of contract/Price adjustment Rs. 3.000**

(iii) **Completion period offered is within specified limits. (04) Months**

(iv) **Bidder is eligible to Bid and possesses the requisite Experience, capability and qualification.**

(v) **Bid does not deviate from basic technical requirements and**

(vi) **Bids are generally in order, etc.**
Procuring agency can adopt either of two options. (Select either of them)

(a) **Fixed Price contract: In these contracts no escalation will be provided during currency of the contract and normally period of completion of these works is upto 12 months.**

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

EXECUTIVE ENGINEER
EDUCATION WORKS DIVISION
JACOBABAD

SCHEDULE-A TO BID
SCHEDULE OF PRICES

Item No.	Description		Quantity	Unit Rate (Rs)	Total Amount (Rs.)
	(A) Building Work				
1.	Civil Work Schedule Items	Part-A			Rs
				@	Rs_____
				Total Part-A	Rs
	Civil Work Non Schedule Items	Part-A		Quoted Rate	Rs
				Total Part-A (NSI)	Rs
2.	Internal Sanitary and Water Supply	Part-B			Rs.
				@	Rs_____
				Total Part-B (S.I)	Rs. _____
	Non Schedule Items	Part –B		Part-B (N.S.I)	Rs_____
				Total	Rs_____
3.	Difference Cost of Materials	Part-C			Rs._____
				Total (C)	Rs._____
4.	Internal Electrification	Part-D			Rs -/
				@	Rs -/
				Total (D)	Rs.-/
5.	Miscellaneous Items				
					Rs -/
				Total E	Rs -/
				G.TOTAL A+B+C+D+E	Rs
	Total (to be carried to Summary of Bid Price Add/ Deduct the percentage quoted above / below on the prices of items based on Composite Schedule of Rates.				

EXECUTIVE ENGINEER
EDUCATION WORKS DIVISION
JACOBABAD

SCHEDULE-A TO BID

SCHEDULE OF PRICES-SUMMARY OF BID PRICES (SAMPLE)

Bill No.	Description		Total Amount (Rs)
	(A) Building Work		
1.	Civil Works Schedule Item	Part-A	Rs.
2.	Civil Works Non-Schedule Item	Part-A	Rs.
3.	Internal Sanitary and Water Supply (S.Item)	Part-B	Rs.
4.	Internal Sanitary and Water Supply (N.S.Item)	Part-B	Rs.
5.	Difference Cost of Material	Part-C	Rs.
6.	External Development Works		Rs.
7.	Miscellaneous Items		Rs.
		TOTAL (A)	Rs.
	(B) Road Work		
1.	Earth Work		Rs. --
2.	Hard Crust and Surface Treatment		Rs. --
3.	Culverts and Bridges		Rs. --
4.	Miscellaneous Items		Rs. --
		TOTAL (B)	Rs. --
	(C) Public Health Engineering Works.		
1.	Earth Work		Rs. --
2.	Subsurface Drains		Rs. --
3.	Pipe Laying and Man Holes		Rs. --
4.	Tube wells, Pump Houses		Rs. --
5.	Compound wall		Rs. --
6.	Miscellaneous Items		Rs. --
		TOTAL (C)	Rs. --
		G. TOTAL A+B+C	Rs.

Total Bid Prices (The amount to be entered in Paragraph 1 of the Form of Bid) (in words)

EXECUTIVE ENGINEER
EDUCATION WORKS DIVISION
JACOBABAD

FORM OF BID
(LETTER OF OFFER)

Bid Reference No:_____

NAME OF WORK;- **Provincial ADP SDGA Schemes 2023-24 Sustainable development goals Achievement Programme (2024- 2025) Construction Repair of GBPS Hajiani Khoso U/C Logi Semis Code. 412030035 Taluka Thul.**

To,

The Executive Engineer
Education Works Division
Jacobabad

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 under signed, being a company doing business under the name of and address. M/S _____ Government Contractor and being duly incorporated under the laws of Pakistan hereby offer to execute and complete such works and remedy and defects therein in conformity with the said Documents including Addenda thereto for the Total Bid Price of Rs._____ 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 under takings and obligations of this Bid, we _____submit herewith a Bid Security in the amount of Rs_____ (Rupees 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.
C.D No _____Dated;_____Rs._____

C.D No _____Dated;_____Rs._____

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 data fixed for receiving the same and if shall remain binding upon us and may be accepted at any time before the expiration of that period.

6 Unless and until a formal Agreement is prepared and executed, this Bid together with your written acceptance thereof, shall constitute a binding contract between us.

7 We undertake, if our Bid is accepted, to execute the performance Security referred to in conditions of contract for the due performance of the contract.

8 We understand that you are not bound to accept the lowest or any bid you may receive.

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

Dated this _____day of _____ 20

Signature_____

capacity of _____duly authorized to sign bid for and on behalf of

_____

(Name of Bidder in Block Capitals)

M/S _____

(Seal)

Address :-

Witness:

(Signature)_____

Name _____

Address:- _____

EXECUTIVE ENGINEER
EDUCATION WORKS DIVISION
JACOBABAD

SCHEDULE-B

NAME OF SCHEME:- REPAIR OF SCHOOL (SDGS 2024-2025 DISTRICT JACOBABAD @ VILLAGE GBPS HAJANI KHOSO U/C LOGI TALUKA THUL DISTRICT JACOBABAD.

S.#	DESCRIPTION	Qnty:	Rate	Unit	Amount
1	Dismantling 2nd Class tile roofing. (S.I No.22 (b) / P.20)	425.00	15.84	P.Cft	6,732
2	Dismantling rolled Steel beam (S.I No.22 (b) / P.20)	13.000	528.10	P.Cft	6,865
3	Removing Door With Chowkats (S.I No 33(a) P-21)	1.00	574.26	P-No	574
4	Removing Window and sky light with chowkets (S.I No 33(b) P-21)	1.00	465.31	P-No	465
5	Removing Cement Plaster of lime plaster (S.I No 53 P-13)	237.00	5.39	P-Sft	1,277
6	Dismantling brick work in lime or cement mortar. (S.I No.13 / P.19)	451.00	59.41	P.Cft	26,794
7	Excavation in foundation of Building Bridges and other structures including Dag belling dressing, refilling around structure with excavated earth Watering and ramming lead up to 5 ft, lead up to one chain (30 meter) and lift up to 5 ft. (1.5 meter). b) In ordinary soil. (S.I No.18 / P.17)	240.00	11.88	P.Cft	2,851
8	Cement concrete brick or stone ballast 1-1/2" to 2" gauge. (S.I No.4 / P.24) Ratio 1:5:10	47.00	277.38	P.Cft	13,037
9	Pacca brick work in foundation and plinth in: (i) e) Cement sand mortar 1:6 (S.I No.4 / P.29)	158.00	329.20	P.Cft	52,014
10	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 mould, lifting, centering, shuttering and curing. (including screening and washing of shingle) a) R.C.C work in roof slab, beams, column, rafts, lintels and other structural members laid in situ or precast laid in position complete in all respects. (S.I No.6 (i) / P.25)	71.00	717.59	P.Cft	50,949
11	Fabrication of deformed steel reinforcement for cement concrete including cutting, bending, laying in position, making joints and fastenings including cost of binding wire (also includes removal of rust from bars) a) Deformed bar i) Grade 60 (S.I No.8 / P.26)	3.000	18271.01	P.Cwt	54,813
12	Supplying and filling sand under floor and plugging in walls. (S.I.No 29 / P.34)	82.00	57.52	P.Cft	4,717
13	Pacca brick work in ground floor in (including striking of joints) (i) e) Cement sand mortar Ratio 1:6 (S.I No.5 / P.30)	469.00	381.18	P.Cft	178,773
14	Supplying, Erection and fixing rolled steel Girders of good quality (S.I No 121 Page 87)	6.000	21893.45	P-Cwt	131,361
15	Supplying, Erection and fixing rolled steel T-iron of good quality (S.I No 123 Page 87)	9.000	20009.33	P-Cwt	180,084

S.#	DESCRIPTION	Qnty:	Rate	Unit	Amount
16	2nd class tile roofing of 4" (100 mm) earth and 1" (25 mm) mud plaster with gobri leeping over 1/2" thick cement plaster 1:6 with 43 Lbs .per P.Sft or 1.72 Kg/ Sqm of hot bitumen coating sand blinded provided over one layer of 12"x 6" x2" (300x 150 x 50 mm) tiles laid in 1:6 cement mortar including 1:2 cement pointing under neath of tile complete including curing etc(S.I No 02 P/ 40)	644.00	224.25	P.Sft	144,417
17	Providing and laying single layer of polythene sheet 0.13 m.m thick for water proofing as per specification and instructions of Engineer In charge. (S.I.NO 38 /P-43)	644.00	24.01	P.Sft	15,462
18	Re-inforeced cement concerate spout i/c fixing in position with top and botton khuras (S.I No 14 P-26)	2.00	2446.25	P-No	4,893
19	Applying floating coat of cement 1/32" thick 1:4	237.00	22.63	P.Sft	5,363
20	Cement plaster 1:6 up to 12' up to 20 ft height b) 1/2" thick. (S.I No.13 / P.52)	1,171.00	37.01	P.Sft	43,339
21	Cement plaster 1:4 up to 12' height a) 3/8" thick. (S.I No.11 / P.52)	1,171.00	37.78	P.Sft	44,240
22	Cement pointing strucking joints on walls ratio 1:2	305.00	41.23	P.Sft	12,575
23	Kail wood wrought, joinery in doors and windows etc fixed in position in/c chowkats hold fasts hinges iron tower bolts chocks cleats handles and cords wit hooks etc kail panel or paneled and glazed or fully glazed 1-3/4" thick (Only Shutters). (Only Shutter) (S.I No.107 / P.86)	34.00	1334.33	P.Sft	45,367
24	Providing and laying 1" thick topping of cement concrete (1:2:4) including Surface finishing and dividing into panels: c) 3" Thick (S.I No:16 / P.45)	440.00	145.00	P.Sft	63,800
25	Notice board made with cement sand mortor (S.I No 1 P/78)	32.00	177.78	P.Sft	5,689
26	Laying floors of approved coloured glazed tiles 1/4" thick floor of approved color & size jointing in white cement and laid over 1:2 cement sand mortar 3/4" thick including grouting with matching color and finishing. (S.I No.25 / P.46)	85.00	325.40	P.Sft	27,659
27	Laying floor of approved with glazed tiles 1/4" thick dado of approved color & size jointing in white cement and laid over 1:2 cement sand mortar 3/4" thick including grouting with matching color and finishing. (S.I No.24 / P.45)	138.00	389.36	P.Sft	53,732
28	White washing Three Coats (S.I No. 26 (C)P/53).	490.00	7.78	P.Sft	3,812
29	Priming coat of chalk under distemper. (S.I No.23 / P.53)	1,717.00	29.00	P.Sft	49,793
30	Distempering. (c) three coats (S.I No.24 / P.53)	1,717.00	17.23	P.Sft	29,584

S.#	DESCRIPTION	Qnty:	Rate	Unit	Amount
31	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 Paris and then painting with weather coat of approved make. (S.I No.38 / P.54)	1,230.00	86.58	P.Sft	106,493
32	Preparing surface & painting Guard bars, gates/ iron bars gating, rakings (i/c standard braces etc) & similar open work. (New Surface) (S. I No. 5 (d) P/69)	264.00	24.00	P.Sft	6,336
33	Painting New Surface: c) Preparing surface and painting doors and windows any type. (including edges) (S.I No.5 / P.63)	234.00	25.52	P.Sft	5,972
			Total Rs:		**1,355,681**

WATER SUPPLY

S.#	DESCRIPTION	Qnty:	Rate	Unit	Amount
1	Providing and fixing squatting type white glazed earthen ware W.C. pan with front flush inlet & complete with including the cost of flushing cistern with internal fitting and flush pipe with bend and making requisite number of holes in walls, plinth & floor for pipe connection & making good in cement concrete 1:2:4.(19 inch clear). (S.I No.1-B (i) / P.184)	1	10240.50	Each	10,241
2	Supplying & fixing long Bib -cock of Crystal head with C.Phead 1/2" dia. (S.I No.13 (b) / P.198)	1	2784.60	Each	2,785
3	Providing UPVC pipes specials and clamps etc including fixing cutting and fittings complete with and including the cost of breaking through walls and roof making good etc. with pigment to match the colour of the building and testing with water to a pressure bead of 200 feet and handling. (S.I No.2 / P.193)				
a)	1/2" Dia	1	159.30	P.Rft	159
b)	3/4" Dia	1	199.83	P.Rft	200
c)	1" Dia	1	272.35	P.Rft	272
d)	2" Dia	1	465.53	P.Rft	466
e)	4" Dia	1	836.36	P.Rft	836
f)	6" Dia	1	950.38	P.Rft	950
4	P/F Union (CPVC SCH-40) Sanitary Tape/Sofaida I/C all Labour. (S.I No.3 / P.193)				
5	P/F Union 1" (CPVC SCH-40)	1	610.08	Each	610
6	P/F Bend Elbow. (S.I No.5 / P.194)				
a)	3/4" (CPVC SCH-40)	1	550.37	Each	550
b)	1" (CPVC SCH-40)	1	586.40	Each	586
c)	4" (CPVC SCH-40)	1	1528.49	Each	1,528
7	P/F Socket. (S.I No.6 / P.194)				
a)	3/4" (CPVC SCH-40)	1	560.66	Each	561
b)	1" (CPVC SCH-40)	1	570.96	Each	571
8	p/F Elbow 45 degree (CPVC SCH-40) Sanitary Tape/Sofaida I/C all Labour. (S.I No.15/ P.195)				

S.#	DESCRIPTION	Qnty:	Rate	Unit	Amount
a)	4" (CPVC SCH-40)	1	614.25	Each	614
9	Providing and fixing handle value (s.i no.5/p.no 197)				
	1" Dia	1	1907.10	Each	1,907
	2" Dia	1	2492.10	Each	2,492
10	Hand Pump Machine with all accessories i/c 3" dia Pipe of 4th high embedded C.C.1:2:4 Plate form upto 2" x2" x3" over 4" C.C.1:5:10 bed	1	13424.00	Each	13,424
11	Providing and fixing Mono Block Water Pumping set 1/2 H.P single phase 220 volts 2850 R.P M with 1"x1-1/4" suction and delivery 50 feet hard i/c making C.C 1:3:6 Plate form of required size and fixing with nuts and bolts (local made)	1	37629.00	Each	37,629
	Total Rs:				**76,382**

Amount Total Schedule Items Part-(A) Rs._____/- _____%Above/Below Rs._____/-

on the rates of CSR Net Rs._____/-, Amount to be added/deducted on the basis of Premium,

Part-(B) Rs._____,@ _____%Above/Below Rs._____/-, Part-B Total Net

Rs._____/-, Part-B Non-Schedule Items Quoted Rate Rs._____/-, S.R.B @_____

Rs._____/-, Total (A)=A+B in Words & Figure G-Total Rs._____,/-

(in Words)_____

_____.

CONTRACTOR

EXECUTIVE ENGINEER
EDUCATION WORKS DIVISION
JACOBABAD

Conditions of Contract

Clause – 1:Commencement & Completion Dates of work. The contractor shall not enter upon or commence any portion or work except with the written authority and instructions of the Engineer-in-charge or of in subordinate-in-charge of the work. Failing such authority the contractor shall have no claim to ask for measurements of or payment for work.

The contractor shall proceed with the works with due expedition and without delay and complete the works in the time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor and shall reckoned from the date on which the order to commence work is given to the contractor. And further to ensure good progress during the execution of the wok, contractor shall be bound, in all in which the time allowed for completion of any work exceeds one month, to achieve progress on the prorate basis.

Clause – 2:Liquidated Damages. The contractor shall pay liquidated damages to the Agency at the rate per day stated in the bidding data for each day that the **c**ompletion date is later than the Intended completion date; the amount of liquidated damage paid by the contractor to the Agency shall not exceed 10 per cent of the contract price. Agency may deduct liquidated damages from payments due to the contractor. Payment of liquidated damages does not affect the contractor's liabilities.

Clause – 3: Termination of the Contract.

(A) Procuring Agency/Executive Engineer may terminate the contract if either of the following conditions exits:-

(i) contractor causes a breach of any clause of the Contract;
(ii) the progress of any particular portion of the work is unsatisfactory and notice of 10 days has expired;
(iii) in the case of abandonment of the work owing to the serious illness or death of the contractor or any other cause.
(iv) contractor can also request for termination of contract if a payment certified by the Engineer is not paid to the contractor within 60 days of the date of the submission of the bill;

(B) The Executive Engineer/Procuring Agency has power to adopt any of the following courses as may deem fit:-

(i) to forfeit the security deposit available except conditions mentioned at A (iii) and (iv) above;

(ii) to finalize the work by measuring the work done by the contractor.

(C) In the event of any of the above courses being adopted by the Executive Engineer/Procuring Agency, the contractor shall have:-

(i) no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials, or entered into any engagements, or made any advances on account of, or with a view to the execution of the work or the performance of the contract,

(ii) however, the contractor can claim for the work done at site duly certified by the executive engineer in writing regarding the performance of such work and has not been paid.

Procuring Agency/Engineer may invite fresh bids for remaining work.

Clause 4: Possession of the site and claims for compensation for delay. The Engineer shall give possession of all parts of the site to the **c**ontractor. If possession of site is not given by the date stated in the contract data, no compensation shall be allowed for any delay caused in starting of the work on account of any acquisition of land, water standing in borrow pits/ compartments or in according sanction to estimates. In such case, either date of commencement will be changed or period of completion is to be extended accordingly.

Clause –5: Extension of Intended Completion Date. The Procuring Agency either at its own initiatives before the date of completion or on desire of the contractor may extend the intended completion date, if an event (which hinders the execution of contract) occurs or a variation order is issued which makes it impossible to complete the work by the intended completion date for such period as he may think necessary or proper. The decision of the Executive Engineer in this matter shall be final; where time has been extended under this or any other clause of this agreement, the date for completion of the work shall be the date fixed by the order giving the extension or by the aggregate of all such orders, made under this agreement.

When time has been extended as aforesaid, it shall continue to be the essence of the contract and all clauses of the contract shall continue to be operative during the extended period.

Clause –6: Specifications. The contractor shall execute the whole and every part of the work in the most substantial and work-man-like manner and both as regards materials and all other matters in strict accordance with the specifications lodged in the office of the Executive Engineer and initialed by the parties, the said specification being a part of the contract. The contractor shall also confirm exactly, fully and faithfully to the designs, drawing, and instructions in writing relating to the work signed by the Engineer-in-charge and lodge in his office and to which the contractor shall be entitled to have access at such office or on the site of work for the purpose of inspection during office hours and the contractor shall, if he so requires, be entitled at his own expense to make or cause to be made copies of the specifications, and of all such designs, drawings, and instructions as aforesaid.

Clause – 7: Payments.

(A) **Interim/Running Bill.** A bill shall be submitted by the contractor as frequently as the progress of the work may justify for all work executed and not included in any previous bill at least once in a month and the Engineer-in-charge shall take or cause to be taken the requisite measurements for the purpose of having the same verified and the claim, as for as admissible, adjusted, if possible before the expiry of ten days from the presentation of the bill, at any time depute a subordinate to measure up the said work in the presence of the contractor or his authorized agent, whose countersignature to the measurement list will be sufficient to warrant and the Engineer-in-charge may prepare a bill from such list which shall be binding on the contractor in all respects.

The Engineer /Procuring Agency shall pass/certify the amount to be paid to the contractor, which he considers due and payable in respect thereof, subject to deduction of security deposit, advance payment if any made to him and taxes.

All such intermediate payment shall be regarded as payments by way of advance against the final payment only and not as payments for work actually done and completed, and shall not preclude the Engineer-in-charge from recoveries from final bill and rectification of defects and unsatisfactory items of works pointed out to him during defect liability period.

(B) **The Final Bill.** A bill shall be submitted by the contractor within one month of the date fixed for the completion of the work otherwise Engineer-in-charge's certificate of the measurements and of the total amount payable for the works shall be final and binding on all parties.

Clause – 8: Reduced Rates. In cases where the items of work are not accepted as so completed, the Engineer-in-charge may make payment on account of such items at such reduced rates as he may consider reasonable in the preparation of final or on running account bills with reasons recorded in writing.

Clause – 9: Issuance of Variation and Repeat Orders.

(A) Agency may issue a Variation Order for procurement of works, physical services from the original contractor to cover any increase or decrease in quantities, including the introduction of new work items that are either due to change of plans, design or alignment to suit actual field conditions, within the general scope and physical boundaries of the contract.

(B) Contractor shall not perform a variation until the Procuring Agency has authorized the variation in writing subject to the limit not exceeding the contract cost by of 15% on the same conditions in all respects on which he agreed to do them in the

work, and at the same rates, as are specified in the tender for the main work. The contractor has no right to claim for compensation by reason of alterations or curtailment of the work.

(C) In case the nature of the work in the variation does not correspond with items in the Bill of Quantities, the quotation by the contractor is to be in the form of new rates for the relevant items of work, and if the Engineer-in-charge is satisfied that the rate quoted is within the rate worked out by him on detailed rate analysis, and then only he shall allow him that rate after approval from higher authority.

(D) The time for the completion of the work shall be extended in the proportion that the additional work bear to the original contact work.

(E) In case of quantities of work executed result the Initial Contract Price to be xceeded by more than 15%, and then Engineer can adjust the rates for those quantities causing excess the cost of contract beyond 15% after approval of Superintending Engineer.

(F) **Repeat Order:** Any cumulative variation, beyond the 15% of initial contract amount, shall be subject of another contract to be tendered out if the works are separable from the original contract.

Clause-10: Quality Control.

(A) **Identifying Defects:** If at any time before the security deposit is refunded to the contractor/during defect liability period mentioned in bid data, the Engineer-in-charge or his subordinate-in-charge of the work may instruct the contractor to uncover and test any part of the works which he considers may have a defect due to use of unsound materials or unskillful workmanship and the contractor has to carry out a test at his own cost irrespective of work already approved or paid.

(B) **Correction of Defects:** The contractor shall be bound forthwith to rectify or remove and reconstruct the work so specified in whole or in part, as the case may require. The contractor shall correct the notified defect within the Defects Correction Period mentioned in notice.

(C) **Uncorrected Defects:**

(i) In the case of any such failure, the Engineer-in-charge shall give the contractor at least 14 days notice of his intention to use a third party to correct a defect. He may rectify or remove, and re-execute the work or remove and replace the materials or articles complained of as the case may be at the risk and expense in all respects of the contractor.

(ii) If the Engineer considers that rectification/correction of a defect is not essential and it may be accepted or made use of; it shall be within his discretion to accept the same at such reduced rates as he may fix therefore.

Clause – 11:

(A) **Inspection of Operations.** The Engineer and his subordinates, shall at all reasonable times have access to the site for supervision and inspection of works under or in course of execution in pursuance of the contract and the contractor shall afford every facility for and every assistance in obtaining the right to such access.

(B) **Dates for Inspection and Testing.** The Engineer shall give the contractor reasonable notice of the intention of the Engineer-in-charge or his subordinate to visit the work shall have been given to the contractor, then he either himself be present to receive orders and instructions, or have a responsible agent duly accredited in writing present for that purpose, orders given to the contractor's duly authorized agent shall be considered to have the same force an effect as if they had been given to the contractor himself.

Clause – 12: Examination of work before covering up.

(A) No part of the works shall be covered up or put out of view/beyond the reach without giving notice of not less than five days to the Engineer whenever any such part of the works or foundations is or are ready or about to be ready for examination and the Engineer shall, without delay, unless he considers it unnecessary and advises the contractor accordingly, attend for the purpose of examining and measuring such part of the works or of examining such foundations;

(B) If any work is covered up or placed beyond the reach of measurement without such notice having been given, the same shall be uncovered at the contractor's expense, and in default thereof no payment or allowance shall be made for such work, or for the materials with which the same was executed.

Clause – 13: Risks. The contractor shall be responsible for all risks of loss of or damage to physical property or facilities or related services at the premises and of personal injury and death which arise during and in consequence of its performance of the contract. if any damage is caused while the work is in progress or become apparent within three months of the grant of the certificate of completion, final or otherwise, the contractor shall make good the same at his own expense, or in default the Engineer may cause the same to be made good by other workmen, and deduct the expenses from retention money lying with the Engineer.

Clause-14: Measures for prevention of fire and safety measures. The contractor shall not set fire to any standing jungle, trees, bush-wood or grass without a written permit from the Executive Engineer. When such permit is given, and also in all cases when destroying, cutting or uprooting trees, bush-wood, grass, etc by fire, the contractor shall take necessary measures to prevent such fire spreading to or otherwise damaging surrounding property. The contractor is responsible for the safety of all its activities including protection of the environment on and off the site. Compensation of all damage done intentionally or unintentionally on or off the site by the contractor's labour shall be paid by him.

Clause-15:Sub-contracting. The contractor shall not subcontract the whole of the works, except where otherwise provided by the contract. The contractor shall not subcontract any part of the works without the prior consent of the Engineer. Any such consent shall not relieve the contractor from any liability or obligation under the contract and he shall be responsible for the acts, defaults and neglects of any subcontractor, his agents, servants or workmen as if these acts, defaults or neglects were those of the contractor, his agents' servants or workmen. The provisions of this contract shall apply to such subcontractor or his employees as if he or it were employees of the contractor.

Clause – 16: Disputes. All disputes arising in connection with the present contract, and which cannot be amicably settled between the parties, , the decision of the Superintending Engineer of the circle/officer/one grade higher to awarding authority shall be final, conclusive and binding on all parties to the contract upon all questions relating to the meaning of the specifications, designs drawings, and instructions, hereinbefore mentioned and as to the quality of workmanship, or materials used on the work or as to any other questions, claim, right, matter, or thing whatsoever in any way arising out of, or relating to the contract design, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works, or the execution, of failure to execute the same, whether arising, during the progress of the work, or after the completion or abandonment thereof.

Clause –17: Site Clearance. On completion of the work, the contractor shall be furnished with a certificate by the Executive Engineer (hereinafter called the Engineer in-charge) of such completion, but neither such certificate shall be given nor shall the work be considered to be complete until the contractor shall have removed all temporary structures and materials brought at site either for use or for operation facilities including cleaning debris and dirt at the site. If the contractor fails to comply with the requirements of this clause then Engineer-in-charge, may at the expense of the contractor remove and dispose of the same as he thinks fit and shall deduct the amount of all expenses so incurred from the contractor's retention money. The contractor shall have no claim in respect of any surplus materials as aforesaid except for any sum actually realized by the sale thereof.

Clause –18: Financial Assistance /Advance Payment.

(A) **Mobilization advance** is not allowed.

(B) **Secured Advance against materials brought at site.**

(i) Secured Advance may be permitted only against imperishable materials/quantities anticipated to be consumed/utilized on the work within a period of three months from the date of issue of secured advance and definitely not for full quantities of materials for the entire work/contract. The sum payable for such materials on site shall not exceed 75% of the market price of materials;

(ii) Recovery of Secured Advance paid to the contractor under the above provisions shall be affected from the monthly payments on actual consumption basis, but not later than period more than three months (even if unutilized).

Clause –19: Recovery as arrears of Land Revenue. Any sum due to the Government by the contractor shall be liable for recovery as arrears of Land Revenue.

Clause –20: Refund of Security Deposit/Retention Money. On completion of the whole of the works (a work should be considered as complete for the purpose of refund of security deposit to a contractor from the last date on which its final measurements are checked by a competent authority, if such check is necessary otherwise from the last date of recording the final measurements), the defects notice period has also passed and the Engineer has certified that all defects notified to the contractor before the end of this period have been corrected, the security deposit lodged by a contractor (in cash or recovered in installments from his bills) shall be refunded to him after the expiry of three months from the date on which the work is completed.

Divisional Accountant

Contractor **Executive Engineer/Procuring Agency**

SPPRA BIDDING DOCUMENT

STANDARD FORM OF BIDDING DOCUMENT

FOR

PROCUREMENT OF WORKS

(For Contracts (Small) amounting between Rs.2.5 million to Rs.50 million)

INSTRUCTIONS TO PROCURING AGENCIES

INSTRUCTIONS TO PROCURING AGENCIES
(Not to be included in Bidding Documents)

A. Basis of Documents

These Documents have been prepared as a global document intended to be used by different agencies/users according to their requirements. This document is envisaged for National Competitive Bidding (NCB), meant for use for Works costing not more than Rs. 25 Million. These documents may be tailored according to the scope of works as well as in case of contracts on International Competitive Bidding (ICB) basis, funded by international financial institutions/donors, with payments in foreign currencies. Procuring agencies are then to tailor the relevant clauses to suit their requirements including appropriate modifications in the relevant sections of the documents in the light of SPPRA Bidding Documents for Large Works.

The Procuring Agency is expected to manage the Contract itself. The role of Engineer may be added by the Procuring Agency, if the Procuring Agency wishes to engage a consultant. The role of the Engineer with specific delegated powers under various clauses of Instructions to Bidders such as clarifications of Bid Documents, Amendment of Bid Documents, evaluation of Bids etc. and to administer the Contract under various clauses of Conditions of Contract should have been specified. The Procuring Agency will be required to set out in the specifications and drawings the full scope of work including the extent of design to be done by the Contractor, if any.

B. Contents of Documents

As stated in Clause IB.4 of Instructions to Bidders, the complete Bidding Documents in addition to Invitation for Bids shall comprise items listed therein including any addendum to Bidding Documents issued in accordance with IB.6. The Standard Form of Bidding Documents (for Small Contracts) includes the following:

1. Instructions to Bidders & Bidding Data
2. Form of Bid & Schedules to Bid
3. Conditions of Contract & Contract Data
4. Standard Forms
5. Specifications
6. Drawings, if any

In addition, Instructions to procuring agencies are also provided at various locations of this document within parenthesis or as a Note(s). Procuring agencies are expected to edit or finalise this document accordingly, by filling in all the relevant blank spaces and forms as per the scope of the work, deleting all notes and instructions intended to help the bidders.

The procuring agency is required to prepare the following for completion of the Bidding Documents:

(i) Invitation for Bids

(ii) Bidding Data
(iii) Schedules to Bid (Samples)
(iv) Schedule of Prices (Format)
(v) Contract Data
(vi) Specifications
(vii) Drawings, if any

The Procuring agency's attention is drawn to the following while finalizing the Bidding Documents.

C. Notice Inviting Tender/ Invitation for Bids/ Request for Expression of Interest

The "Notice Inviting Tender" is meant for publication of tenders for calling bids in the newspapers and SPPRA Website.

The blank spaces wherever shown are required to be filled by the Procuring Agency before issuance of Bidding Documents.

The Procuring Agency may modify para 1 of Notice Inviting Tender as per its requirements. The notice should be published so as to give the interested bidders sufficient working period for preparation and submission of bids – not less than 15 days for National Competitive Bidding and 45 days for International Competitive Bidding (SPP Rule 18).

1. The eligible bidders are defined in IB.2; the text can be amended by the Procuring Agency as deemed appropriate.

2. The non-refundable fee for the sale of Bidding Documents should be nominal so as to cover printing/reproduction and mailing costs and to ensure that only bona-fide bidders shall apply (SPP Rule 20).

3. The amount of Bid Security should be a lump sum figure or a percentage, but not less than 1% and more than 5% of bid price and should be in accordance with IB.13.1 (SPP Rule 37).

4. If the venue of receipt of bids and the opening of bids is the same, the times for receipt and opening of bids are to be entered in last Para of the Notice Inviting Tender, otherwise indicate the name, address and exact location for the opening of bids. However the date for the receipt and the opening of bids shall be same (SPP Rule 41).

D. Instructions to Bidders

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

The Instructions to Bidders can be used as given. Procuring agency may have to make changes under Bidding Data.

The Procuring Agency's or Engineer's Representative, if any, shall exercise powers of the Engineer/Procuring Agency under and in connection with Clauses IB.5, IB.6, IB.16, etc. In

case an Engineer has been appointed by the Procuring Agency, the aforesaid clauses may be modified accordingly to specify the role of the Engineer by the Procuring Agency, otherwise the Engineer's reference wherever exist, except Sub-Clause 1.1.20 & Clause 15 of Conditions of Contract and Item 1.1.20 of Contract Data, shall be deleted.

E. Bidding Data

The blank spaces wherever shown in Bidding Data are required to be filled by the Engineer/Procuring Agency before issuance of Bidding Documents.

1. Contents of IB.10.3 may be retained or modified by the Procuring Agency.
2. Procuring Agency should insert required experience in IB.11.2.
3. Referring to IB.14.1, the period of bid validity may range from 30 to 90 days depending upon the size and nature of the works. Number of days shall be filled in as per Procuring Agency's requirements.
4. Contents of IB.16.3 to IB.16.8 may be retained or modified by the Procuring Agency in accordance with its requirements.

F. Schedules to Bid

Specimen of Schedules to Bid including format of Schedule of Prices are provided in this document. The Procuring Agency may add/delete/modify as per its requirement.

The blank spaces wherever shown are required to be filled by the Engineer/Procuring Agency before issuance of Bidding Documents except those required to be provided by the Contractor.

G. Conditions of Contract

The procuring agency while preparing Contract Data, shall ensure that no Clause of Conditions of Contract is deleted and that the changes included in Contract Data shall be such as not to change the spirit of the document. Any adjustment or change in clauses of Conditions of Contract to meet specific project features shall be made with care and incorporated in Contract Data.

H. Contract Data

The blank spaces wherever shown are required to be filled by the Engineer/Procuring Agency before issuance of Bidding Documents.

1. Referring to Sub-Clause 1.1.1 of Conditions of Contract, the Engineer/Procuring Agency may add, in order of priority, such other documents as to form part of the Contract, in Sub-Clause 1.3 of the Contract Data.

2. The Procuring Agency's Representative, if any, shall exercise powers of the Procuring Agency under and in connection with Sub-Clauses 1.3, 2.3, 4.2, 4.3, 5.1, 7.3, 8.2, 9.1, 9.2, 10.1, 10.2. 10.5, 11.1, 11.5, 12.1, 13.2 and 14.1 of the Conditions of Contract. In case an Engineer has been appointed by the Procuring Agency, the aforesaid clauses may be modified accordingly by the Procuring Agency.

3. The sum insured for different insurances including minimum amount of third party insurance should be assessed by the Engineer/Procuring Agency and entered in Contract Data. Such insurance cover shall be carried out with Insurance Company having at least AA rating from PACRA / JCR in the favour of the procuring agency.

4. The time for completion of the whole of the works should be assessed by the Engineer/Procuring Agency and entered in the Contract Data.

5. The Conditions of Contract contain no overall limit on the Contractor's liability. The amount of **liquidated damages** per day of delay shall be entered by the Engineer/Procuring Agency in Contract Data. Usually the liquidated damages are set between **0.05 percent and 0.10 percent per day and the maximum limit as 10 percent of contract price stated in the Letter of Acceptance.**

6. Any amendment and/or additions to the Conditions of the Contract that are specific to a given Bid/Contract should be included by the Procuring agency. This may include but not be limited to the provisions regarding the following:

   a) Terms of Payment should be prepared and incorporated in Contract Data by the Engineer/Procuring Agency.

   b) The Engineer/Procuring Agency to make sure that all taxes and duties are included by the Bidders/Contractors in their prices.

I. Specifications

To be prepared and incorporated by the Engineer/Procuring Agency

J. Drawings

To be prepared and incorporated by the Engineer/Procuring Agency, if required.

SUMMARY OF CONTENTS

	Subject	Page No
(I)	INVITATION FOR BIDS	02
(II)	INSTRUCTIONS TO BIDDERS & BIDDING DATA	04
(III)	FORM OF BID & SCHEDULES TO BID	19
(IV)	CONDITIONS OF CONTRACT & CONTRACT DATA	33
(V)	STANDARD FORMS	54
(VI)	SPECIFICATIONS	67
(VII)	DRAWINGS	68

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. _____ (Rupees _____)_or_ _____percentage of bid price in the form of (*pay order / demand draft / bank guarantee*) and must be delivered to_____(*Indicate Address and Exact Location*) at or before _____ hours, on _____ (Date). Bids will be opened at _____ hours on the same day in the presence of bidders' representatives who choose to attend, at the same address [*indicate the address if it differs*].

[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.]*

INSTRUCTIONS
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	6
IB.3	Cost of Bidding	7
	B. BIDDING DOCUMENTS	
IB.4	Contents of Bidding Documents	7
IB.5	Clarification of Bidding Documents	7
IB.6	Amendment of Bidding Documents	8
	C- PREPARATION OF BID	
IB.7	Language of Bid	8
IB.8	Documents Comprising the Bid	8
IB.9	Sufficiency of Bid	8
IB.10	Bid Prices, Currency of Bid & Payment	9
IB.11	Documents Establishing Bidder's Eligibility and Qualifications	9
IB.12	Documents Establishing Works Conformity to Bidding Documents	9
IB.13	Bidding Security	10
IB.14	Validity of Bids, Format, Signing and Submission of Bid	10
	D-SUBMISSION OF BID	
IB.15	Deadline for Submission, Modification & Withdrawal of Bids	11
	E. BID OPENING 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	14
IB.20	Notification of Award & Signing of Contract Agreement	14
IB.21	Performance Security	14
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

1.1 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.

1.2 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

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;
   (iii)Form of Contract Agreement;
   (iv) Form of Bank Guarantee for Advance Payment.

5. Specifications

6. Drawings, if any

IB.5 Clarification of Bidding Documents

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

5.2 An interested bidder, who has obtained bidding documents, may request for clarification

of contents of bidding documents in writing and procuring agency shall respond to such 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).

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 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.

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 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

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).

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 **Name of Procuring Agency**

_____

_____

(*Insert name of the Procuring Agency)*

Brief Description of Works

_____

_____

5.1 (a) Procuring Agency's address:

_____

_____

(*Insert address of the Procuring Agency with telex/fax)*

(b) Engineer's address:

_____

_____

(*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.

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

i. Financial capacity: (*must have turnover of Rs-----Million);*

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).*

12.1 (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**

_____

_____

(*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**

_____

_____

(Fill in "number of days" not exceeding 90)

14.4 **Number of Copies of the Bid to be submitted:**

One original plus _____ copies.

14.6 **(a) Procuring Agency's Address for the Purpose of Bid Submission**

_____

_____

(insert postal address or location of bid box for delivery by hand)

15.1 **Deadline for Submission of Bids**

Time: _____ AM/PM on _____.

16.1 **Venue, Time, and Date of Bid Opening**

Venue:_____

Time: _____Date: _____

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.

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

(a) **Fixed Price contract:** In these contracts no escalation will be provided during currency of the contract and normally period of completion of these works is upto 12 months.

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

FORM OF BID AND SCHEDULES TO BID

FORM OF BID
(LETTER OF OFFER)

Bid Reference No. _____
_____
_____
(Name of Works)

To:
_____
_____
_____

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 the Contract.

8. We understand that you are not bound to accept the lowest or any bid you may receive.

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

Dated this _____day of _____, 20

Signature _____

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

(Name of Bidder in Block Capitals)

(Seal)

Address

_____

_____

_____

Witness:

(Signature)_____

Name:_____

Address: _____

_____

[SCHEDULES TO BID INCLUDE THE FOLLOWING:

- Schedule A to Bid: Schedule of Prices
- Schedule B to Bid: Specific Works Data
- Schedule C to Bid: Works to be Performed by Subcontractors
- Schedule D to Bid: Proposed Program of Works
- Schedule E to Bid: Method of Performing Works
- Schedule F to Bid: Integrity Pact]

SCHEDULE – A TO BID

SCHEDULE OF PRICES

Sr. No.		Page No.
1.	Preamble to Schedule of Prices……..	24
2.	Schedule of Prices…….	26
	*(a) Summary of Bid Prices	
	* (b) Detailed Schedule of Prices /Bill of Quantities (BOQ)	

* *[To be prepared by the Engineer/Procuring Agency]*

PREAMBLE TO SCHEDULE OF PRICES

1. General

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

1.2 The Contract shall be for the whole of the works as described in these Bidding Documents. Bids must be for the complete scope of works.

2. Description

2.1 The general directions and descriptions of works and materials are not necessarily repeated nor summarized in the Schedule of Prices. References to the relevant sections of the Bidding Documents shall be made before entering prices against each item in the Schedule of Prices.

3. Units & Abbreviations

3.1 Units of measurement, symbols and abbreviations expressed in the Bidding Documents shall comply with the 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

4.1 Except as otherwise expressly provided under the Conditions of Contract, the rates and amounts entered in the Schedule of Prices shall be the rates at which the Contractor shall be paid and shall be the full inclusive value of the works set forth or implied in the Contract; except for the amounts reimbursable, if any to the Contractor under the Contract.

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

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

4.4 The whole cost of complying with the provisions of the Contract shall be included in the items provided in the Schedule of Prices, and where

no items are provided, the cost shall be deemed to be distributed among the rates and prices entered for the related items of the Works and no separate payment will be made for those items.

The rates, prices and amounts shall be entered against each item in the Schedule of Prices. Any item against which no rate or price is entered by the bidder will not be paid for by the Procuring Agency when executed and shall be deemed covered by the rates and prices for other items in the Schedule of Prices.

4.5 (a) The bidder shall be deemed to have obtained all information as to and all requirements related thereto which may affect the bid price.

*(b) The Contractor shall be responsible to make complete arrangements for the transportation of the Plant to the Site.

**(Procuring Agency may modify as appropriate)*

4.6 The Contractor shall provide for all parts of the Works to be completed in every respect. Notwithstanding that any details, accessories, etc. required for the complete installation and satisfactory operation of the Works, are not specifically mentioned in the Specifications, such details shall be considered as included in the Contract Price.

5. Bid Prices

5.1 Break-up of Bid Prices

The various elements of Bid Prices shall be quoted as detailed by the Procuring Agency in the format of Schedule of Prices.

The bidder shall recognize such elements of the costs which he expects to incur the performance of the Works and shall include all such costs in the rates and amounts entered in the Schedule of Prices.

5.2 Total Bid Price

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

6. Provisional Sums and Day work

6.1 Provisional Sums included and so designated in the Schedule of Prices if any, shall be expended in whole or in part at the direction and discretion of the Engineer/Procuring Agency. The Contractor will only receive payment in respect of Provisional Sums, if he has been instructed by the Engineer/Procuring Agency to utilize such sums.

6.2 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.

SCHEDULE OF PRICES – SUMMARY OF BID PRICES (Sample)

Bill No.	Description	Total Amount (Rs)
	(A) Building Work	
1.	Civil works	
2	Internal sanitary and water supply	
3	Electrification	
4	External Development works	
5	Miscellaneous Items	
	(B) Road Work.	
1.	Earthwork	
2.	Hard Crust and Surface Treatment	
3.	Culverts and Bridges	
4.	Miscellaneous Items	
	(C) Public Health Engineering Works.	
1.	Earthwork	
2.	Subsurface Drains	
3.	Pipe Laying and Man holes	
4.	Tube wells, Pump houses	
5.	Compound wall	
6.	Miscellaneous Items	
	Total Bid Price (The amount to be entered in Paragraph 1 of the Form of Bid) (In words).	

SCHEDULE OF PRICES

Item No.	Description	Quantity	Unit Rate(Rs)	Total Amount (Rs)
	I. (Civil works)			
1.				
2.				
3.				
	II.Internal sanitary and water supply.			
1.				
2.				
3.				
	III. Electrification.			
1.				
2.				
3.				
	IV. External Development works.			
1.				
2.				
3.				
1.	**V. Miscellaneous Items**			
2.				
3.				
Total (*to be carried to Summary of Bid Price*) *Add/ Deduct the percentage quoted above/below on the prices of items based on Composite Schedule of Rates.*				

SCHEDULE - B TO BID

*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).*

SCHEDULE – C TO BID

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.

SCHEDULE – D TO BID

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.

SCHEDULE – E TO BID

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.

SCHEDULE – F TO BID

(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: _____

…… [name of Contractor] 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, [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 Representatives	37
4.	The Contractor	38
5.	Design by Contractor	38
6.	Procuring Agency's Risks	39
7.	Time for Completion	40
8.	Taking Over	41
9.	Remedying Defects	41
10.	Variations and Claims	41
11.	Contract Price And Payment	43
12.	Default	44
13.	Risks and Responsibilities	46
14.	Insurance	46
15.	Resolution of Disputes	47
16.	Integrity Pact	48

CONDITIONS OF CONTRACT

1. GENERAL PROVISIONS

1.1 Definitions

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

The Contract

1.1.1 "Contract" means the Contract Agreement and the other documents listed in the Contract Data.

1.1.2 "Specifications" means the document as listed in the Contract Data, including Procuring Agency's requirements in respect of design to be carried out by the Contractor (if any), and any Variation to such document.

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

Persons

1.1.4 "Procuring Agency" means the person named in the Contract Data and the legal successors in title to this person, but not (except with the consent of the Contractor) any assignee.

1.1.5 "Contractor" means the person named in the Contract Data and the legal successors in title to this person, but not (except with the consent of the Procuring Agency) any assignee.

1.1.6 "Party" means either the Procuring Agency or the Contractor.

Dates, Times and Periods

1.1.7 "Commencement Date" means the date fourteen (14) days after the date the Contract comes into effect or any other date named in the Contract Data.

1.1.8 "Day" means a calendar day

1.1.9 "Time for Completion" means the time for completing the Works as stated in the Contract Data (or as extended under Sub-Clause 7.3), calculated from the Commencement Date.

Money and Payments

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

does not include any allowance for profit.

Other Definitions

1.1.11 "Contractor's Equipment" means all machinery, apparatus and other things required for the execution of the Works but does not include Materials or Plant intended to form part of the Works.

1.1.12 "Country" means the Islamic Republic of Pakistan.

1.1.13 "Procuring Agency's Risks" means those matters listed in Sub-Clause 6.1.

1.1.14 "Force Majeure" means an event or circumstance which makes performance of a Party's obligations illegal or impracticable and which is beyond that Party's reasonable control.

1.1.15 'Materials" means things of all kinds (other than Plant) to be supplied and incorporated in the Works by the Contractor.

1.1.16 "Plant" means the machinery and apparatus intended to form or forming part of the Works.

1.1.17 "Site" means the places provided by the Procuring Agency where the Works are to be executed, and any other places specified in the Contract as forming part of the Site.

1.1.18 "Variation" means a change which is instructed by the Engineer/Procuring Agency under Sub-Clause 10.1.

1.1.19 'Works" means any or all the works whether Supply, Installation, Construction etc. and design (if any) to be performed by the Contractor including temporary works and any variation thereof.

1.1.20 "Engineer" means the person notified by the Procuring Agency to act as Engineer for the purpose of the Contract and named as such in Contract Data.

1.2 **Interpretation**

Words importing persons or parties shall include firms and organisations. 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, licences or approvals which are required for the Works.

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

The Contractor shall comply with all instructions given by the Procuring Agency 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 **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.

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) 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

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 **Remedying Defects**

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

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

9.2 **Uncovering and Testing**

The Engineer/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 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.

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 demobilise from the Site.

12.3 **Insolvency**

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

12.4 **Payment upon Termination**

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

a) any sums to which the Contractor is entitled under Sub-Clause 10.4,

b) any sums to which the Procuring Agency is entitled,

c) if the Procuring Agency has terminated under Sub-Clause 12.1 or 12.3, the Procuring Agency shall be entitled to a sum equivalent to twenty percent (20%) of the value of parts of the Works not executed at the date of the termination, and

d) if the Contractor has terminated under Sub-Clause 12.2 or 12.3, the Contractor shall be entitled to the cost of his demobilisation together with a sum equivalent to ten percent (10%) of the value of parts of the works not executed at the date of termination.

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

13. RISKS AND RESPONSIBILITIES

13.1 **Contractor's Care of the Works**

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

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

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

13.2 Force Majeure

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

(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
Conditions of Contract

1.1.3 Procuring Agency's Drawings, if any
(To be listed by the Procuring Agency)

1.1.4 **The Procuring Agency** means
_____
_____

1.1.5 **The Contractor** means
_____
_____

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** _____ days

(The time for completion of the whole of the Works should be assessed by the Procuring Agency)

1.1.20 **Engineer (mention the name along with the designation including whether he belongs to department or consultant) and other details**
_____
_____

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) _____
(j) _____

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

2.1 **Provision of Site:** On the Commencement Date

3.1 **Authorized person:_____**

3.2 **Name and address of Engineer's/Procuring Agency's representative**

_____

4.4 **Performance Security:**

Amount_____

Validity_____

(Form: As provided under Standard Forms of these Documents)

5.1 **Requirements for Contractor's design (if any):**

Specification Clause No's_____

7.2 **Programme:**

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

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

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

(Usually the liquidated damages are set between 0.05 percent and 0.10 percent per day.)

7.5 **Early Completion**

In case of earlier completion of the Work, the Contractor is entitled to be paid bonus up-to limit and at a rate equivalent to 50% of the relevant limit and rate of liquidated damages stated in the contract data.

9.1 **Period for remedying defects**

_____

_____

10.2 (e) **Variation procedures:**

Day work rates_____

_____(details)

11.1 **Terms of Payments**

a) Mobilization Advance

(1) 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:

(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 / ex-warehouse 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.

11.2 *(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)

11.3 **Percentage of retention*:** *five (5%)*

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

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

Type of cover

The Works

Amount of cover

The sum stated in the Letter of Acceptance plus fifteen percent (15%)

Type of cover

Contractor's Equipment:

Amount of cover

Full replacement cost

Type of cover

Third Party-injury to persons and damage to property

_____

(The minimum amount of third party insurance should be assessed by the Procuring Agency and entered).

Workers:

_____

_____

Other cover*:

_____

(In each case name of insured is Contractor and Procuring Agency)

14.2 **Amount to be recovered**

Premium plus _____ percent (____%).

15.3 **Arbitration****

Place of Arbitration:_____

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* *(Procuring Agency to specify as appropriate)*

** *(It has to be in the Province of Sindh)*

STANDARD FORMS

(Note: Standard Forms provided in this document for securities are to be issued by a bank. In case the bidder chooses to issue a bond for accompanying 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 _____

(Letter by the Guarantor to the Procuring Agency)

Name of Guarantor (Scheduled Bank in Pakistan) with address:_____
Name of Principal (Bidder) with address:_____
_____
Sum of Security (express in words and figures):_____
_____
Bid Reference No._____ Date of Bid _____

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Bid and at the request of the said Principal, we the Guarantor above-named are held and firmly bound unto the _____, (hereinafter called The "Procuring Agency") in the sum stated above, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the accompanying Bid numbered and dated as above for _____ (Particulars of Bid) to the said Procuring Agency; and

WHEREAS, the Procuring Agency has required as a condition for considering the said Bid that the Principal furnishes a Bid Security in the above said sum to the Procuring Agency, conditioned as under:

(1) that the Bid Security shall remain valid for a period of twenty eight (28) days beyond the period of validity of the bid;
(2) that in the event of;

- (a) the Principal withdraws his Bid during the period of validity of Bid, or
- (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) failure of the successful bidder to

  - (i) furnish the required Performance Security, in accordance with Sub-Clause IB-21.1 of Instructions to Bidders, or
  - (ii) sign the proposed Contract Agreement, in accordance with Sub-Clauses IB-20.2 & 20.3 of Instructions to Bidders,

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. _____

_____
Corporate Secretary (Seal)

2. _____

_____
(Name, Title & Address)

1. Signature _____

2. Name _____

3. Title _____

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 Pakistan) with

address:_____

Name of Principal (Contractor) with
address:_____
_____

Penal Sum of Security (express in words and
figures)_____
_____

Letter of Acceptance No._____ Dated _____

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Bidding Documents and above said Letter of Acceptance (hereinafter called the Documents) and at the request of the said Principal we, the Guarantor above named, are held and firmly bound unto the _____ (hereinafter called the Procuring Agency) in the penal sum of the amount stated above, for the payment of which sum well and truly to be made to the said Procuring Agency, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has accepted the Procuring Agency's above said Letter of Acceptance for _____ _____ (Name of Contract) for the _____

_____ (Name 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 period of this Guarantee, failing which we shall be discharged of our liability, if any, under this Guarantee.

We, _____ (the Guarantor), waiving all objections and defenses under the Contract, do hereby irrevocably and independently guarantee to pay to the Procuring Agency without delay upon the Procuring Agency's first written demand without cavil or arguments and without requiring the Procuring Agency to prove or to show grounds or reasons for such demand any sum or sums up to the amount stated above, against the Procuring Agency's written declaration that the Principal has refused or failed to perform the obligations under the Contract, for which payment will be effected by the Guarantor to Procuring Agency's designated Bank & Account Number.

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

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

_____
Guarantor (Bank)

Witness:

1. _____

_____
Corporate Secretary (Seal)

2. _____

_____
(Name, Title & Address)

1. Signature _____
2. Name _____
3. Title _____

_____
Corporate Guarantor (Seal)

FORM OF CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT (hereinafter called the "Agreement") made on the _____ day of _____ 200 _____ between _____(hereinafter called the "Procuring Agency") of the one part and _____ (hereinafter called the "Contractor") of the other part.

WHEREAS the Procuring Agency is desirous that certain Works, viz _____ should be executed by the Contractor and has accepted a Bid by the Contractor for the execution and completion of such Works and the remedying of any defects therein.

NOW this Agreement witnesseth as follows:

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

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

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

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

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

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

Signature of the Contactor

_____

(Seal)

Signature of the Procuring Agency

_____

(Seal)

Signed, Sealed and Delivered in the presence of:

Witness:

_____

(Name, Title and Address)

Witness:

_____

(Name, Title and Address)

MOBILIZATION ADVANCE GUARANTEE

Guarantee No._____

Executed on_____

(Letter by the Guarantor to the Procuring Agency)

WHEREAS the _____ (hereinafter called the Procuring Agency) has entered into a Contract for _____

_____

_____ (Particulars of Contract), with

_____

_____ (hereinafter called the Contractor).

AND WHEREAS the Procuring Agency has agreed to advance to the Contractor, at the Contractor's request, an amount of Rs._____ Rupees _____) which amount shall be advanced to the Contractor as per provisions of the Contract.

AND WHEREAS the Procuring Agency has asked the Contractor to furnish Guarantee to secure the advance payment for the performance of his obligations under the said Contract.

AND WHEREAS _____ (Scheduled Bank) (hereinafter called the Guarantor) at the request of the Contractor and in consideration of the Procuring Agency agreeing to make the above advance to the Contractor, has agreed to furnish the said Guarantee.

NOW THEREFORE the Guarantor hereby guarantees that the Contractor shall use the advance for the purpose of above mentioned Contract and if he fails, and commits default in fulfillment of any of his obligations for which the advance payment is made, the Guarantor shall be liable to the Procuring Agency for payment not exceeding the aforementioned amount.

Notice in writing of any default, of which the Procuring Agency shall be the sole and final judge, as aforesaid, on the part of the Contractor, shall be given by the Procuring Agency to the Guarantor, and on such first written demand payment shall be made by the Guarantor of all sums then due under this Guarantee without any reference to the Contractor and without any objection.

This Guarantee shall come into force as soon as the advance payment has been credited to the account of the Contractor.

This Guarantee shall expire not later than _____

by which date we must have received any claims by registered letter, telegram, telex or telefax.

It is understood that you will return this Guarantee to us on expiry or after settlement of the total amount to be claimed hereunder.

_____
Guarantor (Scheduled Bank)

Witness:

1. _____

_____
Corporate Secretary (Seal)

2. _____

_____
(Name, Title & Address)

1. Signature _____
2. Name _____
3. Title _____

_____
Corporate Guarantor (Seal)

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 .... day of ..... ----- ..... ----------.....-197--"- BETWEEN (hereinafter called "the Contractor" which expression shall where the context so admits or implied be deemed to include his heirs, executors, administrators and assigns) of the one part and THE GOVERNOR OF SINDH (hereinafter called "the Government" of the other part).

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 .... —..... ----- for an advance to him of Rupees ----------. (Rs. .....) on the security of materials absolutely belonging to him and brought by him to the site of the said works the subject of the said agreement for use in the construction of such of the said works as he has undertaken to execute at rates fixed for the finished work (inclusive of the cost of materials and labour and other charge) AND WHEREAS the Government has agreed to advance to the Contractor the sum of Rupees, (Rs. .....) on the security of materials the quantities and other particulars of which are detailed in Part II of Running Account Bill (E). the said works signed by the contractor

Fin R.Form.l7.A

on---------- .....— and on such covenants and conditions as are hereinafter contained and the Government has reserved to itself the option of marking any further advance or advances on the security of other materials brought by the Contractor to the site of the said works.

NOW THIS INDENTURE WTTNESSETH that in pursuance of the said agreement and in consideration of the sum of Rupees..... ---------- .....-.....— ..... (Rs. ------ ..... -----) on or before the execution of these presents paid to the Contractor by the Government (the receipt whereof the Contractor doth hereby acknowledge) and of such further advances (if any) as may be made to him as aforesaid (all of which advances are hereinafter collectively referred to as the said amount) the Contractor doth hereby assign unto the Government the said materials by way of security for the said amount

And doth hereby covenant and agree with the Government and declare ay follow :-

(1) That the said sum of Rupees .....- ..... ---------..... ---------- (RF. ----------) so advanced by the Government to the Contractor as aforesaid and all or any further sum or sums which may be advanced aforesaid shall be employed by the contractor in or towards expending the execution of the said works and for no other purpose whatsoever.

(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.

(8) That the Contractor hereby charges all the said materials with the repayment to the Government of the said sum of Rupees ..... - ..... (Rs.....) and any further sum or sums which may be advanced as aforesaid and all costs charges damages and expenses payable under these present PROVIDED ALWAYS and it is hereby agreed and declared that not withstanding anything in the said agreement and without prejudice to the powers contained therein if and whether the covenant for payment and repayment hereinbefore contained shall become enforceable and the money owing shall not be paid to 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.

(10) That in the event of any conflict between the provisions of these presents and the said agreement the provisions of these presents shall prevail and in the event of any dispute or difference arising over the construction or effect of these presents the settlement of which has not been hereinbefore expressly provided for the same shall be referred to the Superintending Engineer..... Circle whose……. decision shall be final and the provisions of the Indian Arbitration Act for the time being in force so far as they are applicable shall apply to any such reference.

In witnesses whereof the* ----- -—_ _ ..... on behalf of the Governor of Sindh and the said..... —..... - ..... --have hereunto set their respective hands and seals the day and first above written.

Signed, sealed and delivered by* In the presence of

_____

Seal

1st witness 2nd witness

Signed, sealed and delivered by* In the presence of

Seal

1st Witness 2nd 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.]

*DRAWINGS

** (Note: The Engineer/Procuring Agency may incorporate specific Drawings for Bidding purposes only or may include the detailed drawings in a separate volume, if necessary).*

ANNUAL PROCUREMENT PLAN

(WORKS, GOOD & SERVICES)

FINANCIAL YEAR 2025-26

Sr.No./ ADP No.	Description of Procurement	Quantity (where applicable)	Estimated unit cost where applicable in (M)	Estimated total cost in (M)	Funds allocated in (M)	Source of funds (ADP/Non ADP/Other)	Proposed Procurment Method	Timing of Procurement				Remarks
								1st Qtr	2nd Qtr	3rd Qtr	4th Qtr	
1	2	3	4	5	6	7	8	9	10	11	12	13
(CIVIL WORKS)												
	Provincial ADP 251 Schemes 2023-24Repair / Rehabilitation of Existing Primary / Elementary Schools (Rain / Flood Damaged 2022) (SDG#4), (28 units) District Jacobabad											
1	GGPS Pandhi Khan Laghari	01 No.	3.750	3.750	3.750	ADP	Single Stage, One Envelope	25%	-	-	-	A.A Issued & Funds Allocated
2	GBPS Dilsher Brohi	01 No.	3.494	3.494	3.494	ADP	do	25%	-	-	-	do
3	GBPS Abdul Kareem Brohi	01 No.	2.490	2.490	2.490	ADP	do	25%	-	-	-	do
4	GBPS Ghunia	01 No.	2.950	2.950	2.950	ADP	do	25%	-	-	-	do
5	GBPS Abdul Ghani Khoso	01 No.	2.210	2.210	2.210	ADP	do	25%	-	-	-	do
	ADP 282 Construction / Reconstruction of Existing Primary / Elementary Schools (16 units) (Rain / Flood Damaged 2022) (SDG#4) Distract Jacobabad											
6	GGMS Bhaledino Abad	01 No.	9.950	9.950	9.950	ADP	do	25%	-	-	-	do
7	GGPS Garhi Khairo-I	01 No.	5.800	5.800	5.800	ADP	do	25%	-	-	-	do
8	GBPS Mir Hassan Daho	01 No.	5.145	5.145	5.145	ADP	do	25%	-	-	-	do
9	GBPS Chandan	01 No.	5.130	5.130	5.130	ADP	do	25%	-	-	-	do
	ADP 456 Construction / Reconstruction of Existing High / Higher Secondary Schools (Rain / Flood Damaged 2022) (05 units) (SDG#4) District Jacobabad											
10	GBHS Punhoon Bhatti	01 No.	14.170	14.170	14.170	ADP	do	25%	-	-	-	do
	ADP 516 Provision / Drinking Water / Wash Rooms & Compound Wall in Existing Primary / Elementary / Middle / High Schools in District Jacobabad (2022-23 Programme)											
11	GBPS Lakhmir Kharani	01 No.	2.450	2.450	2.450	ADP	do	100%	-	-	-	do

Sr.No./ ADP No.	Description of Procurement	Quantity (where applicable)	Estimated unit cost where applicable in (M)	Estimated total cost in (M)	Funds allocated in (M)	Source of funds (ADP/Non ADP/Other)	Proposed Procurment Method	Timing of Procurement				Remarks
								1st Qtr	2nd Qtr	3rd Qtr	4th Qtr	
1	2	3	4	5	6	7	8	9	10	11	12	13
	5/SDGASustainable development goals Achievement Programme (2024-2025 programme)											
12	Constt: of GBPS Jarey U/C Joungle	01 No.	6.000	6.000	6.000	ADP	do	100%	-	-	-	do
13	Constt: of GBPS Abdul Khalique Sarki Deh Dool	01 No.	6.000	6.000	6.000	ADP	do	100%	-	-	-	do
14	Constt: of GBPS Mehran Pahore @ Aoub Khan Pahore U/C Joungal	01 No.	6.000	6.000	6.000	ADP	do	100%	-	-	-	do
15	Repair of GBHSS Dr Sohrab Khan Sarki	01 No.	5.000	5.000	5.000	ADP	do	100%	-	-	-	do
16	Repair of GGPS Hassan Abdad U/C Dinpur	01 No.	3.000	3.000	3.000	ADP	do	100%	-	-	-	do
17	Repair of GBPS Mir Hassan Khan Khoso U/C Dinpur	01 No.	3.000	3.000	3.000	ADP	do	100%	-	-	-	do
18	Repair of GBPS Muhammad Ayoub Khoso	01 No.	3.000	3.000	3.000	ADP	do	100%	-	-	-	do
19	Repair of GBPS Hajiani Khoso U/C Logi	01 No.	3.000	3.000	3.000	ADP	do	100%	-	-	-	do
	6/M&R M&R Programme 2025-26 REGULAR M&R WORKS New Units NIT 2025-26											
20	GBPS Abdul Aziz Jatoi	01 No.	3.500	3.500	3.500	Non-ADP	do	100%	-	-	-	do
21	GBPS Nawazo Jagir	01 No.	2.500	2.500	2.500	Non-ADP	do	100%	-	-	-	do
22	GBPS Raja Khan Gholato	01 No.	3.000	3.000	3.000	Non-ADP	do	100%	-	-	-	do
23	GBPS Din Muhammad Khoso	01 No.	3.700	3.700	3.700	Non-ADP	do	100%	-	-	-	do
24	GBPS Piyaro Arbani	01 No.	1.800	1.800	1.800	Non-ADP	do	100%	-	-	-	do
25	GBPS Shadi Khan Jakhrani	01 No.	2.900	2.900	2.900	Non-ADP	do	100%	-	-	-	do
26	GBPS Naseer Khan Bhangar	01 No.	3.000	3.000	3.000	Non-ADP	do	100%	-	-	-	do
27	GBPS Bearo Khan Jakhrani	01 No.	3.000	3.000	3.000	Non-ADP	do	100%	-	-	-	do
28	GBPS Sukihyo Kanrani C/Wall	01 No.	2.000	2.000	2.000	Non-ADP	do	100%	-	-	-	do
29	GBPS Abu Bakar Kanrani	01 No.	0.500	0.500	0.500	Non-ADP	do	100%	-	-	-	do
30	GGPS Abdul Ghafoor Khoso	01 No.	1.000	1.000	1.000	Non-ADP	do	100%	-	-	-	do
31	GBPS Abdullah Buriro	01 No.	2.481	2.481	2.481	Non-ADP	do	100%	-	-	-	do
	Emergent Work											
32	GGPS Dost Muhammad Pathan C/W	01 No.	2.200	2.200	2.200	Non-ADP	do	100%	-	-	-	do

Executive Engineer
Education Works Division
Jacobabad

OFFICE OF THE
EXECUTIVE ENGINEER EDUCATION WORKS DIVISION JACOBABAD

No. TC/G-55/EWD/JCD/ 1507 of 2026 **Jacobabad dated: - 1 6 / 02 / 2026**

"SAY NO TO CORRUPTION"

NOTICE INVITING TENDERS

This Office Invites "E-Bid" through newly method of " E-Pak Acquisition and Disposal System (EPADS)" website of SPPRA Sindh in accordance with SPPRA Rule 2010 amended up to date from the interested / eligible contractor(s) / Firm(s) for the following works through method of procurement Single Stage , One Envelope 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 school building works.

Sr: No.	Name of Scheme/Unit	Semis Code	Taluka	Estimated Cost Rs. in (M)	Earnest Money 5% in (M)	Tender Fee in Rs. Non-Refundable	Completion Period
1	2	3	4	5	6	7	8
	Provincial ADP Schemes 2023-24						
1/251	Repair / Rehabilitation of Existing Primary / Elementary Schools (Rain / Flood Damaged 2022) (SDG#4), (28 units) District Jacobabad						
1	GGPS Pandhi Khan Laghari	412010044	Garhi Khairo	3.750	0.188	3000	16 Months
2	GBPS Dilsher Brohi	412010078	Garhi Khairo	3.494	0.175	3000	16 Months
3	GBPS Abdul Kareem Brohi	91200054	Garhi Khairo	2.490	0.125	3000	16 Months
4	GBPS Ghunia	412030499	Thul	2.950	0.148	3000	16 Months
5	GBPS Abdul Ghani Khoso	412030517	Thul	2.210	0.111	3000	16 Months
2/ 282	Construction / Reconstruction of Existing Primary / Elementary Schools (16 units) (Rain / Flood Damaged 2022) (SDG#4) Distract Jacobabad						
06	GGMS Bhaledino Abad	412020365	Garhi Khairo	9.950	0.498	3000	16 Months
07	GGPS Garhi Khairo-i	412010188	Garhi Khairo	5.800	0.290	3000	16 Months
08	GBPS Mir Hassan Daho	412030650	Thul	5.145	0.257	3000	16 Months
09	GBPS Chandan	412030108	Thul	5.130	0.257	3000	16 Months
3/456	Construction / Reconstruction of Existing High / Higher Secondary Schools (Rain / Flood Damaged 2022) (05 units) (SDG#4) District Jacobabad						
10	GBHS Punhoon Bhatti	412010386	Garhi Khairo	14.170	0.750	3000	16 Months
4/516	Provision / Drinking Water / Wash Rooms & Compound Wall in Existing Primary / Elementary / Middle / High Schools in District Jacobabad (2022-23 Programme)						
11	GBPS Lakhmir Kharani	412020015	Jacobabad	2.450	0.123	3000	16 Months
5/SDG A	Sustainable development goals Achievement Programme (2024-2025 programme)						
12	Constt: of GBPS Jarey U/C Joungle	412030548	Thul	6.000	0.300	3000	04 Months
13	Constt: of GBPS Abdul Khalique Sarki Deh Dool	412030295	Thul	6.000	0.300	3000	04 Months

Sr: No.	Name of Scheme/Unit	Semis Code	Taluka	Estimated Cost Rs. in (M)	Earnest Money 5%	Tender Fee Non-Refundable	Completion Period
1	2	3	4	5	6	7	8
14	Constt: of GBPS Mehran Pahore @ Aoub Khan Pahore U/C Joungal	412030588	Thul	6.000	0.300	3000	04 Months
15	Repair of GBHSS Dr Sohrab Khan Sarki	412030766	Thul	5.000	0.250	3000	04 Months
16	Repair of GGPS Hassan Abdad U/C Dinpur	412030135	Thul	3.000	0.150	3000	04 Months
17	Repair of GBPS Mir Hassan Khan Khoso U/C Dinpur	412030042	Thul	3.000	0.150	3000	04 Months
18	Repair of GBPS Muhammad Ayoub Khoso	412030452	Thul	3.000	0.150	3000	04 Months
19	Repair of GBPS Hajiani Khoso U/C Logi	412030035	Thul	3.000	0.150	3000	04 Months
6/M&R	M&R Programme 2025-26						
	REGULAR M&R WORKS		**New Units NIT 2025-26**				
20	GBPS Abdul Aziz Jatoi	41203005	Jacobabad	3.500	0.175	3000	04Monts
21	GBPS Nawazo Jagir	41202013	Jacobabad	2.500	0.125	3000	04Monts
22	GBPS Raja Khan Gholato	41202026	Jacobabad	3.000	0.150	3000	04 Months
23	GBPS Din Muhammad Khoso	41203055	Thul	3.700	0.185	3000	04Monts
24	GBPS Piyaro Arbani	41202012	Jacobabad	1.800	0.090	3000	04Monts
25	GBPS Shadi Khan Jakhrani	41202026	Jacobabad	2.900	0.145	3000	04Monts
26	GBPS Naseer Khan Bhangar	41203043	Thul	3.000	0.150	3000	04Monts
27	GBPS Bearo Khan Jakhrani	41202032	Thul	3.000	0.150	3000	04Monts
28	GBPS Sukihyo Kanrani C/Wall	41203052	Thul	2.000	0.100	3000	04Monts
29	GBPS Abu Bakar Kanrani	41203016	Thul	0.500	0.025	3000	04Monts
30	GGPS Abdul Ghafoor Khoso	41203028	Thul	1.000	0.050	3000	04Monts
31	GBPS Abdullah Buriro	41203068	Thul	2.481	0.0.124	3000	04Monts
	Emergent Work						
32	GGPS Dost Muhammad Pathan C/W	41202000	Jacobabad	2.200	0.110	3000	04Monts

1. **Eligibility:-**

i. **Valid registration with Sindh Revenue Board (SRB) Federal Board of Revenue (FBR) on the active taxpayer list (ATL), (GST) certificate where required and cop[y of CNIC of owner / proprietors.**

ii. **Registration with Pakistan Engineering Council (P.E.C) in the relevant field of specialization (CE-10) for the year 2025-26 of works and to the extent of tender amount of each works participants in the works were estimated cost is more than 4.000 (Million)**

2. **Qualification**

i. **List of completed works (03 Nos.) for last three years from (2024 to 2026) of building works with documentary evidence along with satisfactory completion certificate of works or copies of letter of award of works.**

ii. **List of ongoing works (03 Nos.) of building works with documentary evidence with copies of letter of award of works.**

iii. **Details of machinery and equipment available/hired for execution of work with documentary evidence.**

iv. **Qualification and experience of technical personnel with names and key site management staff.**

v. **Bank Statement of Last 03 years (2024 to 2026) confirming cash availability 10 % of the estimated cost of work and financial capability must have turnover of 80 % of the estimated cost of work.**

vi. **In case undesirable circumstances on submission / opening date and time or if Government declares Holidays the tender shall be submitted / opened on the next working day at the same time and venue.**

vii. **The procurement agency reserves the right to reject any or all tenders subject to provision of SPPRA rule 2010 (Amended up to date).**

viii. **Conditional tenders will not be entertained.**

ix. **No Joint Venture Firm will be allowed to participate in the Bidding process.**

3. **Mandatory Requirement:-**

i. **Current Affidavit that the Firm is not involved in any litigation and has not abandoned any work.**

ii. **Affidavit that the firm is not blacklisted by any procurement agency.**

iii. **Affidavit that the given information , documents and data is absolutely true and correct.**

iv. **Bid security / Earnest money should be made from the account A/C of the company / Firm of the participant.**

v. **Past non-performance, abandonment of work, failure to complete works within the stipulated time, or poor performance in this division or any other division/department shall constitute valid grounds for rejection of the bid, as per applicable SPPRA Rules and standard procurement principles.**

vi. **The Procuring Agency reserves the right to verify the bidder's performance form any division or department of the Govt. of Sindh and may reject the bid of any firm found with adverse performance history.**

vii. **Conditional and telephonic bids or bid without accompanying bid security shall not be considered.**

viii. **Tender shall be carefully and neatly filled and along with schedule of price form and schedule price summary of bid price form must be filled by bidders. Each bid must be accompany the earnest money mentioned above in shape of 5% Call Deposit the call deposit and pay order must be got issued in the name of bidder in favour of the undersigned issued from any schedule bank of Pakistan in favour of the ''Executive Engineer , Education Works Division Jacobabad. '' the hard copy of original bid security shall be submitted in sealed envelope showing name of firm along with name of work in the office of the Chairman procurement committee / Executive Engineer , Education works Division Jacobabad, before opening of bid. In complete tender, overwriting or conditional shall not be entertained.**

ix. **The withholding agent , intending to receive taxable services , shall indicate in a notice in from SSTW-05, that the sales tax to the extent as per scribed in these rules , shall be dedicated and withheld by him from the payment made or to be made to the service provider and shall be deposited in the Sindh Government had of account in the per scribed manner.**

x. **Performance security 5% will be recovered in consequent running bills of the work done in terms of rule – 21 (i)(d) read with rule 39 of SPPRA rule 2010, (amended 2017).**

1. **Method of Procurement:- Single Stage, One Envelope.**
2. **Bidding / Tender Documents:- Bidding documents shall be downloaded from the website of ''E-Pads'' (https://portalsindh.eprocure.gov.pk) of SPPRA Sindh**
3. **Submission Date:- Bid shall be upload/submit on the website of ''E-Pads'' SPPRA Sindh from the date of hoisting upto 09-03-2026, at 10:00 (A.M)**
4. **Announcement of bid and venue :-**

All downloaded bids will be announced on 09-03-2026 at 11:00 (A.M) in the office undersigned situated at , Office of The Executive Engineer Education Works Division Jacobabad at near Government Boys High School Degree College Road Jacobabad. by the procurement committee in presence of participating contractors / firms or there authorized representative who wish to be present. If the undersigned remains out of headquarter on the date of opening of bids , the bids shall be submit and opened as per given schedule on the next working day.

EXECUTIVE ENGINEER
EDUCATION WORKS DIVISION
JACOBABAD

C.C. for information to:-

- **The Director Information (Advertisement) Block No. 96, Sindh Secretariat Block 4-B, Karachi with a request to publish the NIT in only 03 leading newspapers i.e. (Sindhi, Urdu & English).**
- **The Director (C.B) SPPRA, Government of Sindh Karachi**
- **The Chief Engineer, Education Works Region Sukkur, for favour of his kind information.**
- **The Superintending Engineer, Education Works Circle Larkana.**
- **The Deputy Commissioner Jacobabad for favour of his kind information.**
- **The Assistant Engineer Education Works Sub-Division Jacobabad/Garhi Khairo/Thul for wide publicity.**
- **Notice Board.**

EXECUTIVE ENGINEER
EDUCATION WORKS DIVISION
JACOBABAD

GOVERNMENT OF SINDH
SCHOOL EDUCATION &LITERACY DEPARTMENT

Karachi, Dated: 07th February, 2025

NOTIFICATION

NO.SO(GA)SE&LD/CRC-EW/1415/2024: In pursuance of Rule – 31 of the Sindh Public Procurement Rules 2010, a Departmental Complaint Redressal Committee comprising of following Officers is constituted as under to resolve complaints of aggrieved bidder:-

1. **Superintendent Engineer (Education Works)** — **Chairman**
   Concerned Education Works Circle
   Education & Literacy Department

2. **Representative of District Account Officer** — **Member**

3. **Representative of Head of Procuring Agency** — **Member**

ToRs:-

To perform according to Rule-31 of SPPRA Rules 2010;
Perform any other function ancillary and incidental to the above.

SECRETARY TO GOVT. OF SINDH

NO.SO(GA)SE&LD/CRC-EW/1415/2024: Karachi, date the 2025

A copy is forwarded for information & necessary action to:-

The Chairman / Member of the Complaint Redressal Committee (CRC).
The P.S to Minister, Education & Literacy Department, Govt. of Sindh, Karachi.
The P.S to Secretary, School Education & Literacy Department, Govt. of Sindh.
Office Order File.
Official Website.

SCHOOL EDUCATION & LITERACY DEPARTMENT

(IQBAL JUNEJO)
SECTION OFFICER (GA)

CamScanner

GOVERNMENT OF SINDH
SCHOOL EDUCATION & LITERACY DEPARTMENT

Karachi, dated 07th February, 2025

NOTIFICATION

NO.SO(GA)SE&LD/PRO-EW/14-15/2024: In pursuance of Rule – 7 of the Sindh Public Procurement Rules, 2010, a Departmental Procurement Committee comprising of following Officers for procurement of works for various Educational Institutes/Offices/Line Department working under Administrative Control of Education & Literacy Department to be procured under ADP/Regular Budget/SNE of Education Department is constituted as under: -

1.	Executive Engineer (Education Works) Concerned Education Works Division Education & Literacy Department	Chairman
2.	Assistant Engineer Local Government Public Health Engineering Department	Member
3.	Assistant Engineer (Education Works) of Headquarter Concerned Education Works Division Education & Literacy Department	Member

ToRs.

- Preparing bidding documents;
- Carrying out technical as well as financial evaluation of the bids;
- Preparing evaluation report as provided in Rule 45 of SPPRA 2010;
- Making recommendations for the award of contract to the competent authority; and
- Perform any other function ancillary and incidental to the above.

The committee shall submit report within 15 days.

SECRETARY TO GOVT. OF SINDH

NO.SO(GA)SE&LD/PRO-EW/14-15/202: Karachi, dated the 07th February, 2025

A copy is forwarded for information & necessary action to:

1. All Members of the Committee.
2. PS to Senior Minister, Education & Literacy Sindh.
3. PS to Secretary, School Education & Literacy Department.
4. The PS to Secretary, Local Government Public Health Engineering Department.
5. Official Website.
6. Office Order File.

SCHOOL EDUCATION & LITERACY DEPARTMENT GOVT. OF SINDH

07/02/25

(IQBAL JUNEJO)
SECTION OFFICER (GA)

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SC(MC)989
TUESDAY, FEBRUARY 17, 2026

دفتر ایگزیکٹو انجینئر ایجوکیشن ورکس ڈویژن جیکب آباد

نمبر:TC/G-55/EWD/JCD/1507 بابتہ/2026 جیکب آباد مورخہ:16.02.2026

"کرپشن کو کھیں نا"

ٹینڈر طلبی نوٹس

دفتر ہذا، اسکول بلڈنگ کاموں کیلئے متعلقہ شعبے اور موزوں کیٹیگری میں برائے سال 26-2025 پاکستان انجینئرنگ کونسل سے رجسٹرڈ تمام کنٹریکٹرز/فرموں سے پروکیورمنٹ کے طریقہ کار سنگل اسٹیج، ون اینویلپ طریقہ کار کے ذریعے مندرجہ ذیل کاموں کیلئے دلچسپی کے حامل/اہل کنٹریکٹرز/فرموں سے ایس پی پی آر اے رول 2010 اب تک ترمیم شدہ کی مطابقت میں ایس پی پی آر اے سندھ کی ویب سائٹ ای۔ پاک ایکوئزیشن اینڈ ڈسپوزل سسٹم (ای پی اے ڈی ایس) کے نئے طریقے کار کے ذریعے ای۔ پیشکش طلب کرتا ہے۔

نمبر شمار	اسکیم/یونٹ کا نام	سیکٹر کوڈ	تعلقہ	تخمینی لاگت (M)Rs میں	زر بیعانہ 5%(M) میں	ٹینڈر فیس روپوں میں ناقابل واپسی	مدت تکمیل
1	2	3	4	5	6	7	8
صوبائی ایے ڈی پی اسکیمیں 24-2023							
1/251	موجودہ پرائمری/ایلیمینٹری اسکولوں کی مرمت/بحالی (بارش/سیلاب 2022 سے متاثرہ) (ایس ڈی جی نمبر 4)، (28 یونٹس)، ضلع جیکب آباد						
1	جی بی پی ایس پاندھی خان لغاری	412010044	گڑھی خیرو	3.750	0.188	3000	16ماہ
2	جی بی پی ایس دل شیر بروہی	412010078	گڑھی خیرو	3.494	0.175	3000	16ماہ
3	جی بی پی ایس عبدالکریم بروہی	91200054	گڑھی خیرو	2.490	0.125	3000	16ماہ
4	جی بی پی ایس گھونیا	412030499	تھل	2.950	0.148	3000	16ماہ
5	جی بی پی ایس عبدالغنی کھوسو	412030517	تھل	2.210	0.111	3000	16ماہ
2/282	موجودہ پرائمری/ایلیمینٹری اسکولوں کی تعمیر/تعمیر نو (16 یونٹس) (بارش/سیلاب 2022 سے متاثرہ) (ایس ڈی جی نمبر 4) ضلع جیکب آباد						
06	جی جی ایم ایس بھٹے ڈنو آباد	412020365	گڑھی خیرو	9.950	0.498	3000	16ماہ
07	جی بی پی ایس گڑجی خیرو۔i	412010188	گڑھی خیرو	5.800	0.290	3000	16ماہ
08	جی بی پی ایس میر حسن داہو	412030650	تھل	5.145	0.257	3000	16ماہ
09	جی بی پی ایس چندن	412030108	تھل	5.130	0.257	3000	16ماہ
3/456	موجودہ ہائی/ہائر سیکنڈری اسکولوں کی تعمیر/تعمیر نو (بارش/سیلاب 2022 سے متاثرہ) (05 یونٹس) (ایس ڈی جی نمبر 4) ضلع جیکب آباد						
10	جی بی ایچ ایس پنہوں بھٹی	412010386	گڑھی خیرو	14.170	0.750	3000	16ماہ
4/516	ضلع جیکب آباد میں موجودہ پرائمری/ایلیمینٹری/مڈل/ہائی اسکولوں میں پینے کے پانی/واش رومز اور کمپاؤنڈ وال کی فراہمی (23-2022 پروگرام)						
11	جی بی پی ایس گھمیر کھارانی	412020015	جیکب آباد	2.450	0.123	3000	16ماہ
5/SDGA	سسٹین ایبل ڈیولپمنٹ گولز امپروومنٹ پروگرام (2025-2024 پروگرام						
12	جی بی پی ایس جاڑے یوسی جونگل کی تعمیر	412030548	تھل	6.000	0.300	3000	04ماہ
13	جی بی پی ایس عبدالخالق سرکی دیہہ دول کی تعمیر	412030295	تھل	6.000	0.300	3000	04ماہ
14	جی بی پی ایس مہران پہور بمقام ایوب خان پہور یوسی جونگل کی تعمیر	412030588	تھل	6.000	0.300	3000	04ماہ
15	جی بی ایچ ایس ایس ڈاکٹر سہراب خان سرکی کی مرمت	412030766	تھل	5.000	0.250	3000	04ماہ
16	جی بی پی ایس حسن Abdad یوسی دین پور کی مرمت	412030135	تھل	3.000	0.150	3000	04ماہ
17	جی بی پی ایس میر حسن خان کھوسو یوسی دین پور کی مرمت	412030042	تھل	3.000	0.150	3000	04ماہ
18	جی بی پی ایس محمد ایوب کھوسو کی مرمت	412030452	تھل	3.000	0.150	3000	04ماہ
19	جی بی پی ایس حاجیانی کھوسو یوسی لوگی کی مرمت	412030035	تھل	3.000	0.150	3000	04ماہ
6/M&R	**ایم اینڈ آر پروگرام 26-2025**						
	ریگولر ایم اینڈ آر کام			**نئے یونٹس این آئی ٹی 26-2025**			
20	جی بی پی ایس عبدالعزیز جتوئی	41203005	جیکب آباد	3.500	0.175	3000	04ماہ
21	جی بی پی ایس نواز وجاگیر	41202013	جیکب آباد	2.500	0.125	3000	04ماہ
22	جی بی پی ایس راجہ خان گھولانو	41202026	جیکب آباد	3.000	0.150	3000	04ماہ
23	جی بی پی ایس دین محمد کھوسو	41203055	تھل	3.700	0.185	3000	04ماہ
24	جی بی پی ایس پیارو مریانی	41202012	جیکب آباد	1.800	0.090	3000	04ماہ
25	جی بی پی ایس شادی خان جھکرانی	41202026	جیکب آباد	2.900	0.145	3000	04ماہ
26	جی بی پی ایس نصیر خان بھنگر	41203043	تھل	3.000	0.150	3000	04ماہ
27	جی بی پی ایس بیرو خان جھکرانی	41202032	تھل	3.000	0.150	3000	04ماہ
28	جی بی پی ایس سکھیو کانڑانی کمپاؤنڈ وال	41203052	تھل	2.000	0.100	3000	04ماہ
29	جی بی پی ایس ابوبکر کانڑانی	41203016	تھل	0.500	0.025	3000	04ماہ
30	جی جی پی ایس عبدالغفور کھوسو	41203028	تھل	1.000	0.050	3000	04ماہ
31	جی بی پی ایس عبداللہ برڑو	41203068	تھل	2.481	0.0.124	3000	04ماہ
ہنگامی کام							
32	جی جی پی ایس دوست محمد پٹھان کمپاؤنڈ وال	41202000	جیکب آباد	2.200	0.110	3000	04ماہ

1 **اہلیت :**

i فعال ٹیکس دہندہ فہرست (اے ٹی ایل) پر فعال فیڈرل بورڈ آف ریونیو (ایف بی آر) سندھ ریونیو بورڈ (ایس آر بی) سے قابل میعاد رجسٹریشن جہاں درکار ہو اور مالک/پروپرائیٹرز کے سی این آئی سی کی کاپی۔

ii جہاں کام کی لاگت 4.000 (ملین) سے زائد ہو، کاموں میں شرکت کرنے والے ہر کام کی حد اور کاموں کیلئے برائے سال 26-2025 متعلقہ فیلڈ آف اسپیشلائزیشن (CE-10) میں پاکستان انجینئرنگ کونسل (پی ای سی) سے رجسٹریشن۔

2 **کوالیفکیشن**

i کاموں کی تسلی بخش تکمیل کے سرٹیفکیٹس یا لیٹر آف ایوارڈ آف ورکس کی نقول کیساتھ بمعہ دستاویزی ثبوت بلڈنگ ورکس کے گزشتہ تین سال (2024 تا 2026) کیلئے (تین عدد) مکمل شدہ کاموں کی فہرست۔

ii لیٹر آف ایوارڈ آف ورکس کی نقول کیساتھ بمعہ دستاویزی ثبوت بلڈنگ ورکس کے (تین عدد) جاری کاموں کی فہرست۔

iii دستاویزی ثبوت کیساتھ کاموں کی تکمیل کیلئے دستیاب/ہائر کی گئی مشینری اور ایکوپمنٹس کی تفصیلات۔

iv ناموں اور ٹکیلی سائٹ انتظامی عملے کیساتھ تکنیکی افراد کی کوالیفکیشن اور تجربہ۔

v کام کی تخمینی لاگت کے دس فیصد کی نقد دستیابی کی توثیق کرتے ہوئے گزشتہ تین سال (2024 تا 2026) کا بینک اسٹیٹمنٹ اور مالی صلاحیت، کام کی تخمینی لاگت کے 80% کا ٹرن اوور لازمی ہو۔

vi جمع کرانے/کھلنے کی تاریخ اور وقت پر ناگزیر وجوہات کی صورت میں، یا حکومت کی جانب سے تعطیل قرار دیئے جانے کی صورت میں، ٹینڈر اسی وقت اور مقام پر آئندہ کام والے دن جمع کرایا/کھولا جائیگا۔

vii پروکیورمنٹ ایجنسی، ایس پی پی آر اے رول 2010 (اب تک ترمیم شدہ) کی شق سے مشروط کسی یا تمام ٹینڈرز کو مسترد کرنے کا حق محفوظ رکھتی ہے۔

viii مشروط ٹینڈرز، زیر غور نہیں لائے جائیں گے۔

ix بڈنگ کارروائی میں شرکت کیلئے جوائنٹ وینچر فرم کو اجازت نہیں ہوگی۔

3 **لازمی شرائط :**

i حالیہ حلف نامہ کہ فرم کسی تنازعے میں ملوث نہیں رہی اور کوئی کام ادھورا نہیں چھوڑا۔

ii حلف نامہ کہ فرم کسی پروکیورمنٹ ایجنسی کی جانب سے بلیک لسٹ نہیں رہی۔

iii حلف نامہ کہ دی گئی معلومات، دستاویزات اور کوائف بالکل درست اور صحیح ہیں۔

iv بڈ سیکورٹی/زر بیعانہ، شرکت کرنے والی کمپنی/فرم کے اکاؤنٹ سے تیار کی جانی چاہیے۔

v ڈویژن ہذا یا کسی دیگر ڈویژن/محکمے میں سابقہ عدم۔کارکردگی، کام ادھورا چھوڑنا، مقررہ وقت کے اندر کام کی تکمیل میں ناکامی یا غیر مناسب کارکردگی، قابل اطلاق ایس پی پی آر اے قوانین اور معیاری پروکیورمنٹ اصولوں کے مطابق پیشکش کی مسترد گی کیلئے قابل میعاد وجوہات قائم کرے گی۔

vi پروکیورنگ ایجنسی، کسی بھی ڈویژن یا حکومت سندھ کے محکمے سے یوبی دہندگان کی کارکردگی کی توثیق کا حق محفوظ رکھتی ہے اور منفی کارکردگی کی ہسٹری کیساتھ پائی جانے والی کوئی بھی فرم کی پیشکش مسترد کی جاسکتی ہے۔

vii مشروط اور ٹیلی فونک پیشکشیں یا بڈ سیکورٹی منسلک کئے بغیر پیشکش زیر غور نہیں لائی جائیگی۔

viii ٹینڈر احتیاط اور صاف ستھرے طریقے سے پر کیا جائے اور ہمراہ پرائس فارم کا شیڈول پرائس کا خلاصہ لازمی بولی دہندہ کی جانب سے کیا جائے۔ ہر پیشکش کے ہمراہ ایگزیکٹو انجینئر، ایجوکیشن ورکس ڈویژن جیکب آباد کے حق میں پاکستان کے کسی شیڈول بینک سے زیر دستخطی کے حق میں جاری کردہ بولی دہندہ کے نام جاری کردہ کال ڈپازٹ اور پے آرڈر کی شکل میں پانچ فیصد کال ڈپازٹ کی شکل میں اوپر درج کردہ زر بیعانہ لازمی منسلک کی جائے۔ اصل بڈ سیکورٹی کی بارڈ کاپی کام کے نام کیساتھ فرم کے نام کی صراحت کرتے ہوئے سربمہر لفافے میں، پیشکش کھلنے سے قبل دفتر چیئرمین پروکیورمنٹ/ایگزیکٹو انجینئر، ایجوکیشن ورکس ڈویژن جیکب آباد میں جمع کرائی جائے۔ نامکمل ٹینڈر، اوور رائٹنگ یا مشروط، زیر غور نہیں لایا جائیگا۔

ix قابل ٹیکس سرمہ حاصل کرنے میں دلچسپی رکھنے والا، ودہولڈنگ ایجنٹ، SSTW-05 میں نوٹس میں صراحت کریگا، چلران قوانین میں مجوزہ کے مطابق حد کیلئے سیلز ٹیکس منہا کیا جائیگا اور کی جانے والی ادائیگی سے اس کی جانب سے روک دیا جائیگا یا سروس فراہم کرنے والے کو پیش کیا جائیگا اور مجوزہ طریقے کے مطابق سندھ گورنمنٹ ہیڈ آف اکاؤنٹ میں جمع کرایا جائیگا۔

x پرفارمنس سیکورٹی 5%، ایس پی پی آر اے رول 2010 (ترمیم شدہ 2017) کے رول (d)(i)21 ملاکر پڑھیں رول 39 کی شرائط میں کئے جانے والے کام کے رنگ بلوں کے نتیجے میں وصولیاب کی جائیگی۔

1 پروکیورمنٹ کا طریقہ کار: سنگل اسٹیج، ون اینویلپ۔

2 بڈنگ/ٹینڈر دستاویزات: بڈنگ دستاویزات، ایس پی پی آر اے سندھ کی ای۔ پیڈز کی ویب سائٹ https://portalsindh.eprocure.gov.pk سے ڈاؤن لوڈ کی جائیں۔

3 جمع کرانے کی تاریخ: پیشکش ہوکسنگ کی تاریخ 09.03.2026 بوقت صبح 10:00 بجے سے ای۔ پیڈز ایس پی پی آر اے سندھ کی ویب سائٹ پر اپ لوڈ/جمع کرائی جائے۔

4 **پیشکش کا اعلان اور مقام :**

تمام ڈاؤن لوڈ کی گئی پیشکشوں کا اعلان 09.03.2026 کو بوقت دن 11:00 بجے دفتر زیر دستخطی واقع بمقام دفتر ایگزیکٹو انجینئر ایجوکیشن ورکس ڈویژن جیکب آباد واقع نزد گورنمنٹ بوائز ہائی اسکول ڈگری کالج روڈ جیکب آباد میں موجود رہنے کے خواہاں شرکت کرنے والے کنٹریکٹرز/فرموں یا ان کے مجاز نمائندوں کی موجودگی میں پروکیورمنٹ کمیٹی کی جانب سے کیا جائیگا۔ پیشکشوں کے کھلنے کی تاریخ پر زیر دستخطی کے ہیڈ کوارٹر سے باہر ہونے کی صورت میں، پیشکشیں آئندہ کام والے دن دیئے گئے شیڈول کے مطابق جمع کرائی اور کھولی جائیں گی۔

INF/KRY/0588/2026

دستخط.....ایگزیکٹو انجینئر
ایجوکیشن ورکس ڈویژن جیکب آباد

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آفيس آف دي ايگزيڪيوٽو انجنيئر
ايجوڪيشن ورڪس ڊويزن جيڪب آباد

No. TC/G-55/EWD/JCD/1507 of 2026 Dated: 06.02.2026

ٽينڊرن گهرائڻ لاءِ نوٽيس

هي آفيس اسڪول بلڊنگ ڪمن لاءِ واسطيدار شعبي ۾ موڪلن ڪيٽيگري ۾ سال 2025-26 لاءِ پاڪستان انجنيئرنگ ڪائونسل سان رجسٽرڊ ٽيل مسورن ٽيڪيدارن/ فرمن کان پروڪيورمينٽ جو طريقو سنگل اسٽيج ون اينويلپ طريقيڪار معرفت هيٺ ڄاڻايل ڪمن لاءِ دلچسپي رکندڙ/اهل ٽيڪيدارن/فرمن کان ايس پي پي آر اي رول 2010(اج تائين ترميم ٿيل مطابقت پراڻي-پاڪ ايڪسڪيوٽيشن ايڊيٽ (سپورڊ سسٽم(EPADS) جي شين طريقيڪار معرفت اي-واڪ گهرائي ٿي.

سيريل نمبر	اسڪيم/يونٽ جو نالو	سيس ڪوڊ	تعلقو	ڪئپيٽل لاڳت (سامهون ۾)	سوڪي رقم (5%) (روپن ۾)	ٽينڊر فيس ناقابل واپسي	ٽڪسيل جو مدو
	پرائمري اي ڊي پي اسڪيمون (2023-24)						
2,251	موجوده پرائمري/ ايليمينٽري اسڪولز جي ريهيبليٽيشن/مرمت (برسات/سيلاب جا نقصان 2022) (SDG#4)(28 يونٽس) ضلعو جيڪب آباد						
1	GGPS پانڊي خان لاشاري	412010044	ڳوٺي خيرو	3.750	0.188	3000	16 مهينا
2	GBPS دلشير بروهي	412010078	ڳوٺي خيرو	3.494	0.175	3000	16 مهينا
3	GBPS عبدالڪريم بروهي	91200054	ڳوٺي خيرو	2.490	0.125	3000	16 مهينا
4	GBPS گهيا	41203049	نل	2.950	0.148	3000	16 مهينا
5	GBPS عبدالغني ڪوسو	412030517	نل	2.210	0.111	3000	16 مهينا
2,232	موجوده پرائمري/ ايليمينٽري اسڪولز جي ريهيبليٽيشن/مرمت (برسات/سيلاب جا نقصان 2022) (SDG#4)(16 يونٽس) ضلعو جيڪب آباد						
6	GGMS پڪيلنو آباد	412020065	ڳوٺي خيرو	9.950	0.498	3000	16 مهينا
7	GGPS ڳوٺي خيرو-I	412010188	ڳوٺي خيرو	5.800	0.290	3000	16 مهينا
8	GBPS ميهر حسن ڏهو	412030650	نل	5.145	0.257	3000	16 مهينا
9	GBPS جمڻن	412030108	نل	5.130	0.257	3000	16 مهينا
3,458	موجوده هاءِ/هائر سيڪنڊري اسڪولز جي ري ڪنسٽرڪشن/تعمير (برسات/سيلاب جا نقصان 2022) (SDG#4)(05 يونٽس) ضلعو جيڪب آباد						
10	GBHS پنهنجي پٽي	412010336	ڳوٺي خيرو	14.170	0.750	3000	16 مهينا
8,592	موجوده پرائمري/ ايليمينٽري/مڊل/هاءِ اسڪولز ضلعو جيڪب آباد ۾ پينڊ جي پاڻي/ واشروم ۽ چوديواري جي فراهمي ضلعو جيڪب آباد (2022-23 پروگرام)						
11	GBPS ٽڪمير ڪارائي	412020015	جيڪب آباد	2.450	0.123	3000	16 مهينا
5/ SDGA	سسٽين ايبل (ولڊيمينٽ گولز ايجوڪيشن پروگرام (2024-25 پروگرام)						
12	GBPS جاڙي پوسي جرڪل جي تعمير	412030548	نل	6.000	0.300	3000	04 مهينا
13	GBPS عبدالخالق سرڪي ڏيهه ڏول جي تعمير	412030295	نل	6.000	0.300	3000	04 مهينا
14	GBPS مهراڻ پهوڙ ايٽ ايوب خان پهوڙ پوسي جرڪل.	412030588	نل	6.000	0.300	3000	04 مهينا
15	GBHSS ڊاڪٽر سهراب خان سرڪي جي مرمت.	412030766	نل	5.000	0.250	3000	04 مهينا
16	GBHSS حسن عبدال پوسي ڏين پور جي مرمت.	412030135	نل	3.000	0.150	3000	04 مهينا
17	GBPS ميهر حسن خان ڪوسو پوسي ڏين پور جي مرمت.	412030042	نل	3.000	0.150	3000	04 مهينا
18	GBPS محمد ايوب ڪوسو جي مرمت.	412030452	نل	3.000	0.150	3000	04 مهينا
19	حاجاڻي ڪوسو پوسي ٽوڪي جي مرمت.	412030035	نل	3.000	0.150	3000	04 مهينا
6/ M&R	ايم اينڊ آر پروگرام 2025-26						
	ريگيولر ايم اينڊ آر ورڪس نيو يونٽس اين او سي 2025-26						
20	GBPS عبدالعزيز جتوئي	41203005	جيڪب آباد	3.500	0.175	3000	04 مهينا
21	GBPS نواز جاڪير	41202013	جيڪب آباد	2.500	0.125	3000	04 مهينا
22	GBPS راجا خان ڪولاچو	41202026	جيڪب آباد	3.000	0.150	3000	04 مهينا
23	GBPS دين محمد ڪوسو	41203055	نل	3.700	0.185	3000	04 مهينا
24	GBPS پيارو عاريائي	41202012	جيڪب آباد	1.800	0.090	3000	04 مهينا
25	GBPS شادي خان جڪراڻي	41202026	جيڪب آباد	2.900	0.145	3000	04 مهينا
26	GBPS نصير خان پيڪر	41203043	نل	3.000	0.150	3000	04 مهينا
27	GBPS پيرو خان جڪراڻي	41202032	نل	3.000	0.150	3000	04 مهينا
28	GBPS سڪهيو ڪنڊاڻي ڪيائوند وال	41203052	نل	2.000	0.100	3000	04 مهينا
29	GBPS نبي بخش ڪنڊاڻي	41203016	نل	0.500	0.025	3000	04 مهينا
30	GGPS عبدالغفور ڪوسو	41203028	نل	1.000	0.050	3000	04 مهينا
31	GGPS عبدالله پرڙو	41203068	نل	2.481	0.0.124	3000	04 مهينا
	ايمرجنسي ورڪ						
32	GGPS دوست محمد پنساڻ ڪيائوند وال	41202003	جيڪب آباد	2.200	0.110	3000	04 مهينا

1. اهليت:
i. سنڌ ريونيو بورڊ (ايس آر بي) فيڊرل بورڊ آف ريونيو (ايف بي آر) سان فعال ٽيڪس ڏيندڙ لسٽ (اي ٽي ايل) تي ڪارڪر رجسٽريشن، (جي ايس ٽي) سرٽيفڪيٽ جتي ضرورت هجي ۽ مالڪ / مالڪن جي سي اين آءِ سي جي ڪاپي.
ii. پاڪستان انجنيئرنگ ڪائونسل (P.E.C) سان لائيسنس جي اسپيشلائزيشن (CE-10) ۾ 2025-26 لاءِ ڪمن جي رجسٽريشن ۽ 4,000 (ملين ڪان وڌيڪ ڪئپيٽل لاڳت رکندڙ ڪمن ۽) هر ڪمر ۽ حصو وٺندڙن جي ٽينڊر جي رقم جي حد تائين
2. قابليت:
i. عمارت جي ڪمن جي گذريل ٽي سالن (2026 کان 2024) تائين مڪمل ٿيل ڪمن جي فهرست (03 عدد) دستاويزي ثبوتن سان گڏ ڪمر جي اطمينان بخش مڪمل ٿيڻ جي سرٽيفڪيٽ يا ڪمر جي ايوارڊ جي ليٽر جون ڪاپيون.
ii. عمارت جي ڪمن جي جاري ڪمن (03 عدد) جي فهرست، دستاويزي ثبوتن سان گڏ ڪمر جي ايوارڊ جي ليٽر جون ڪاپيون.
iii. ڪمر جي عملدرآمد لاءِ موجوده/مواز تي رکيل مشينري ۽ سامان جا تفصيل دستاويزي ثبوتن سان.
iv. مالي ۽ اهم سائيٽ مشينري استاف سان گڏ ٽيڪنيڪل عملي جي قابليت ۽ تجربو.
v. گذريل 03 سالن (2026 کان 2024) جو بينڪ اسٽيٽمينٽ جيڪو نقد جي دستياڻي جي تصديق ڪري ٿو. ڪمر جي اندازي مطابق قيمت جو 10 سيڪڙو ۽ مالي صلاحيت ۾ ڪمر جي اندازي مطابق قيمت جو 80 سيڪڙو ٿيڻ اوور هيڊ گهرجي.
vi. جيڪڏهن جمع ڪرائڻ / کولڻ جي تاريخ ۽ وقت تي اٿوندڙ حالتن ۾ يا جيڪڏهن حڪومت موڪلن جو اعلان ڪري ٿي ته ٽينڊر ايندڙ ڪم واري ڏينهن تي ساڳئي وقت ۽ هنڌ تي جمع ڪرايو/ کولي ويندو.
vii. پروڪيورمينٽ ايجنسي SPPRA غدي 2010 (اج تائين ترميم ٿيل) جي شق جي تابع ڪنهن به يا سڀني ٽينڊرن کي رد ڪرڻ جو حق محفوظ رکي ٿي.
viii. مشروط ٽينڊر قبول نه ڪيا ويندا
ix. ڪنهن به جواٽ وينچر فرم کي واڪ جي عمل ۾ حصو وٺڻ جي اجازت نه هوندي.
3. لازمي ڪاغذ:
i. تازو حلف نامو ته فرم ڪنهن به مقدمي ۾ ملوث ناهي ۽ ڪنهن به ڪمر کي نه ڇڏيو آهي.
ii. حلف نامو ته فرم ڪنهن به پروڪيورمينٽ ايجنسي طرفان بليڪ لسٽ نه ڪئي وئي آهي.
iii. حلف نامو ته ڏنل معلومات، دستاويز ۽ ڊيٽا بلڪل صحيح ۽ صحيح آهن.
iv. واڪ سيڪيورٽي / سوٽي رقم ڪمپني / شرڪت ڪندڙ فرم جي اڪائونٽ مان ادا ڪئي وڃي.
v. لاڳو SPPRA ضابطن ۽ معياري خريداري اصولن جي مطابق، ماضي ۾ غير معياري ڪارڪردگي، ڪمر کي پڇڙي ڇڏڻ، مقرر ڪيل وقت اندر ڪم مڪمل نه ڪرڻ يا ناڪامي، يا هن ڊويزن يا ڪنهن ٻئي ڊويزن/ ڊپارٽمينٽ ۾ خراب ڪارڪردگي وڪ کي رد ڪرڻ لاءِ صحيح بنياد ٿيندي.
vi. پروڪيورنگ ايجنسي سنڌ حڪومت جي ڪنهن به ڊويزن يا ڪاتي، ڪان واڪ ڏيندڙ جي ڪارڪردگي جي تصديق ڪرڻ جو حق محفوظ رکي ٿي ۽ ڪنهن به فرم جي واڪ کي رد ڪري سگهي ٿي جنهن جي ڪارڪردگي جي تاريخ خراب هجي.
vii. مشروط ۽ ٽيليفونڪ واڪ يا واڪ سيڪيورٽي ڪانسواءِ واڪن تي غور نه ڪيو ويندو
viii. ٽينڊر احتياط ۽ صفائي سان پريو ويندو ۽ قيمت فارم جي شيڊول ۽ شيڊول قيمت جي خلاصي سان گڏ واڪ ڏيندڙ کي پرڻ گهرجي. هر واڪ سان گڏ مٿي ذڪر ڪيل 5 سيڪڙو ڪل ڊپارٽ جي صورت ۾ پيشڪش رقم هجڻ گهرجي. ڪل ڊپارٽ ۽ پي آرڊر واڪ ڏيندڙ جي مالي تي پاڪستان جي ڪنهن به شيڊول بينڪ مان "ايگزيڪيوٽو انجنيئر، ايجوڪيشن ورڪس ڊويزن جيڪب آباد" جي حق ۾ جاري ٿيل هيٺ صحيح ڪندڙ جي حق ۾ جاري ڪيو وڃي. اصل واڪ سيڪيورٽي جي عاوڙ ڪتابي مهر بند لفافي ۾ فرم جو نالو ۽ ڪنهن جو نالو ڏيکاريل هجي. واڪ کولڻ کان اڳ چيئرمين پروڪيورمينٽ ڪميٽي / ايگزيڪيوٽو انجنيئر، ايجوڪيشن ورڪس ڊويزن جيڪب آباد جي آفيس ۾ جمع ڪرائي ويندي. مڪمل ٽينڊر پيڪيج، اوور رائٽنگ يا مشروط طور تي غور نه ڪيو ويندو.
ix. وڌ هوندڙ ايجنٽ، جيڪو ٽيڪس لائق خدمتون حاصل ڪرڻ جو ارادو رکي ٿو، SSTW-05 جي هڪ نوٽيس ۾ ظاهر ڪندو ته انهن ضابطن ۾ بيان ڪيل حد تائين سپلائر ٽيڪس، سروس فراهم ڪندڙ کي ڪيل يا ڪيل ادائيگي مان وقف ۽ روڪيو ويندو ۽ مقرر ڪيل طريقي سان سنڌ حڪومت جي اڪائونٽ ۾ جمع ڪرايو ويندو.
x. 5 سيڪڙو پرفارمنس سيڪيورٽي SPPRA قاعدي 2010، (ترميم ٿيل 2017) جي قاعدي 39 سان گڏ پڙهو سان قاعدي-21 (d)(i) جي لحاظ کان ڪيل ڪم جي نتيجي ۾ مقرر ٿيل رقم ۾ وصول ڪئي ويندي.
1. خريداري جو طريقو:- سنگل اسٽيج. هڪ لفافو.
2. واڪ دستاويز ايس پي پي آر اي سنڌ جي "E-Pads" جي ويب سائيٽ (https://portalsindh.eprocure.gov.pk) تان ڊائون لوڊ ڪيا ويندا.
3. جمع ڪرائڻ جي تاريخ، واڪ "E-Pads" ايس پي پي آر اي سنڌ جي ويب سائيٽ تي پڙهو ڪرڻ جي تاريخ کان 2026-03-09 تي صبح 10 وڳي تائين اپلوڊ ڪري/جمع ڪرايا ويندا.
4. واڪ ۽ هنڌ بابت اعلان:
سڀني ڊائون لوڊ ڪيل واڪ جو اعلان 2026-03-09 تي صبح جو 11.00 وڳي ايگزيڪيوٽو انجنيئر ايجوڪيشن ورڪس ڊويزن جيڪب آباد جي آفيس ۾، گورنمينٽ ٽرائز هاءِ اسڪول ڏکري ڪالج روڊ جيڪب آباد جي ويجهو، هيٺ صحيح ڪندڙ جي آفيس ۾ ڪمر ويندو. پروڪيورمينٽ ڪميٽي طرفان شرڪت ڪندڙ ٽيڪيدارن / فرمن يا انهن جي مجاز نمائندن جي موجودگي ۾ جيڪي موجوده هجڻ چاهين ٿا. جيڪڏهن هيٺ صحيح ڪندڙ واڪن جي کولڻ واري تاريخ تي هيڊ ڪوارٽر کان ٻاهر رهي ٿي، ته ورندڙ ڪم ڪندڙ ڏينهن تي ڏنل شيڊول مطابق واڪ جمع ڪرايا ۽ کوليا ويندا.

ايگزيڪيوٽو انجنيئر
ايجوڪيشن ورڪس ڊويزن
جيڪب آباد

INF/KRY.No.588/2026

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OFFICE OF THE EXECUTIVE ENGINEER EDUCATION WORKS DIVISION JACOBABAD

No. TC/G-55/EWD/JCD/ 1507 of 2026 — Jacobabad dated: - 16/02/2026

NOTICE INVITING TENDERS

This Office Invites "E-Bid" through newly method of **"E-Pak Acquisition and Disposal System (EPADS)"** website of SPPRA Sindh in accordance with SPPRA Rule 2010 amended up to date from the interested / eligible contractor(s) / Firm(s) for the following works through method of procurement **Single Stage , One Envelope** 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 school building works.

Sr: No.	Name of Scheme/Unit	Semis Code	Taluka	Estimated Cost Rs. in (M)	Earnest Money 5% in (M)	Tender Fee in Rs. Non-Refundable	Completion Period
1	2	3	4	5	6	7	8
	Provincial ADP Schemes 2023-24						
1/251	Repair / Rehabilitation of Existing Primary / Elementary Schools (Rain / Flood Damaged 2022) (SDG#4), (28 units) District Jacobabad						
1	GGPS Pandhi Khan Laghari	412010044	Garhi Khairo	3.750	0.188	3000	16 Months
2	GBPS Dilsher Brohi	412010078	Garhi Khairo	3.494	0.175	3000	16 Months
3	GBPS Abdul Kareem Brohi	91200054	Garhi Khairo	2.490	0.125	3000	16 Months
4	GBPS Ghunia	412030499	Thul	2.950	0.148	3000	16 Months
5	GBPS Abdul Ghani Khoso	412030517	Thul	2.210	0.111	3000	16 Months
2/282	Construction / Reconstruction of Existing Primary / Elementary Schools (16 units) (Rain / Flood Damaged 2022) (SDG#4) Distract Jacobabad						
06	GGMS Bhaledino Abad	412020365	Garhi Khairo	9.950	0.498	3000	16 Months
07	GGPS Garhi Khairo-i	412010188	Garhi Khairo	5.800	0.290	3000	16 Months
08	GBPS Mir Hassan Daho	412030650	Thul	5.145	0.257	3000	16 Months
09	GBPS Chandan	412030108	Thul	5.130	0.257	3000	16 Months
3/456	Construction / Reconstruction of Existing High / Higher Secondary Schools (Rain / Flood Damaged 2022) (05 units) (SDG#4) District Jacobabad						
10	GBHS Punhoon Bhatti	412010386	Garhi Khairo	14.170	0.750	3000	16 Months
4/516	Provision / Drinking Water / Wash Rooms & Compound Wall in Existing Primary / Elementary / Middle / High Schools in District Jacobabad (2022-23 Programme)						
11	GBPS Lakhmir Kharani	412020015	Jacobabad	2.450	0.123	3000	16 Months
5/ SDGA	Sustainable development goals Achievement Programme (2024- 2025 programme)						
12	Constt: of GBPS Jarey U/C Joungle	412030548	Thul	6.000	0.300	3000	04 Months
13	Constt: of GBPS Abdul Khalique Sarki Deh Dool	412030295	Thul	6.000	0.300	3000	04 Months
14	Constt: of GBPS Mehran Pahore @ Aoub Khan Pahore U/C Joungal	412030588	Thul	6.000	0.300	3000	04 Months
15	Repair of GBHSS Dr Sohrab Khan Sarki	412030766	Thul	5.000	0.250	3000	04 Months
16	Repair of GGPS Hassan Abdad U/C Dinpur	412030135	Thul	3.000	0.150	3000	(14 Months
17	Repair of GBPS Mir Hassan Khan Khoso U/C Dinpur	412030042	Thul	3.000	0.150	3000	04 Months
18	Repair of GBPS Muhammad Ayoub Khoso	412030452	Thul	3.000	0.150	3000	04 Months
19	Repair of GBPS Hajiani Khoso U/C Logi	412030035	Thul	3.000	0.150	3000	04 Months
6/M&R	M&R Programme 2025-26						
REGULAR M&R WORKS			New Units NIT 2025-26				
20	GBPS Abdul Aziz Jatoi	41203005	Jacobabad	3.500	0.175	3000	04 Months
21	GBPS Nawazo Jacir	41202013	Jacobabad	2.500	0.125	3000	04 Months
22	GBPS Raja Khan Gholato	41202026	Jacobabad	3.000	0.150	3000	04 Months
23	GBPS Din Muhammad Khoso	41203055	Thul	3.700	0.185	3000	04 Months
24	GBPS Piyaro Arbani	41202012	Jacobabad	1.800	0.090	3000	04 Months
25	GBPS Shadi Khan Jakhrani	41202026	Jacobabad	2.900	0.145	3000	04 Months
26	GBPS Naseer Khan Bhangar	41203043	Thul	3.000	0.150	3000	04 Months
27	GBPS Bearo Khan Jakhrani	41202032	Thul	3.000	0.150	3000	04 Months
28	GBPS Sukihyo Kanrani C/Wall	41203052	Thul	2.000	0.100	3000	04 Months
29	GBPS Abu Bakar Kanrani	41203016	Thul	0.500	0.025	3000	04 Months
30	GGPS Abdul Ghafoor Khoso	41203028	Thul	1.000	0.050	3000	04 Months
31	GBPS Abdullah Buriro	41203068	Thul	2.481	0.0.124	3000	04 Months
	Emergent Work						
32	GGPS Dost Muhammad Pathan C/W	41202000	Jacobabad	2.200	0.110	3000	04 Months

1. Eligibility:-

i. Valid registration with Sindh Revenue Board (SRB) Federal Board of Revenue (FBR) on the active taxpayer list (ATL), (GST) certificate where required and copy of CNIC of owner / proprietors.

ii. Registration with Pakistan Engineering Council (P.E.C) in the relevant field of specialization (CE-10) for the year 2025-26of works and to the extent of tender amount of each works participants in the works were estimated cost is more than 4.000 (Million).

2. Qualification

i. List of completed works (03 Nos.) for last three years from (2024 to 2026) of building works with documentary evidence along with satisfactory completion certificate of works or copies of letter of award of works.

ii. List of ongoing works (03 Nos.) of building works with documentary evidence with copies of letter of award of works.

iii. Details of machinery and equipment available/hired for execution of work with documentary evidence.

iv. Qualification and experience of technical personnel with names and key site management staff.

v. Bank Statement of Last 03 years (2024 to 2026) confirming cash availability 10% of the estimated cost of work and financial capability must have turnover of 80% of the estimated cost of work.

vi. In case undesirable circumstances on submission / opening date and time or if Government declares Holidays the tender shall be submitted / opened on the next working day at the same time and venue.

vii. The procurement agency reserves the right to reject any or all tenders subject to provision of SPPRA rule 2010 (Amended up to date).

viii. Conditional tenders will not be entertained.

ix. No Joint Venture Firm will be allowed to participate in the Bidding process.

3. Mandatory Requirement:-

i. Current Affidavit that the Firm is not involved in any litigation and has not abandoned any work.

ii. Affidavit that the firm is not blacklisted by any procurement agency.

iii. Affidavit that the given information, documents and data is absolutely true and correct.

iv. Bid security / Earnest money should be made from the account A/C of the company / Firm of the participant.

v. Past non-performance, abandonment of work, failure to complete works within the stipulated time, or poor performance in this division or any other division/department shall constitute valid grounds for rejection of the bid, as per applicable SPPRA Rules and standard procurement principles.

vi. The Procuring Agency reserves the right to verify the bidder's performance form any division or department of the Govt, of Sindh and may reject the bid of any firm found with adverse performance history.

vii. Conditional and telephonic bids or bid without accompanying bid security shall not be considered.

viii. Tender shall be carefully and neatly filled and along with schedule of price form and schedule price summary of bid price form must be filled by bidders. Each bid must be accompany the earnest money mentioned above in shape of **5% Call Deposit** the call deposit and pay order must be got issued in the name of bidder in favour of the undersigned issued from any schedule bank of Pakistan in favour of the **"Executive Engineer, Education Works Division Jacobabad."** the hard copy of original bid security shall be submitted in sealed envelope showing name of firm along with name of work in the office of the Chairman procurement committee / Executive Engineer , Education works Division Jacobabad, before opening of bid. In complete tender, overwriting or conditional shall not be entertained.

ix. The withholding agent , intending to receive taxable services, shall indicate in a notice in from SSTW-05, that the sales tax to the extent as per scribed in these rules, shall be dedicated and withheld by him from the payment made or to be made to the service provider and shall be deposited in the Sindh Government had of account in the per scribed manner.

x. Performance security 5% will be recovered in consequent running bills of the work done in terms of rule-21 (i)(d) read with rule 39 of SPPRA rule 2010, (amended 2017).

1. **Method of Procurement:-** Single Stage, One Envelope.
2. **Bidding / Tender Documents:-** Bidding documents shall be downloaded from the website of "E-Pads" **(https://portalsindh.eprocure.gov.pk')** of SPPRA Sindh
3. **Submission Date:-** Bid shall be upload/submit on the website of "E-Pads" SPPRA Sindh from the date of hoisting upto 09-03-2026, at 10:00 (A.M)
4. **Announcement of bid and venue:-**

All downloaded bids will be announced on 09-03-2026 at 11:00 (A.M) in the office undersigned situated at , Office of The Executive Engineer Education Works Division Jacobabad at near Government Boys High School Degree College Road Jacobabad, by the procurement committee in presence of participating contractors / firms or there authorized representative who wish to be present. If the undersigned remains out of headquarter on the date of opening of bids, the bids shall be submit and opened as per given schedule on the next working day.

INF-KRY No. 588/2026

Sd/-
EXECUTIVE ENGINEER
EDUCATION WORKS DIVISION JACOBABAD

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