



SINDH MASS TRANSIT AUTHORITY (SMTA)
TRANSPORT AND MASS TRANSIT
DEPARTMENT (TMTD)
GOVERNMENT OF SINDH

UPGRADATION WORKS ON ALL STATIONS OF BRT
ORANGE LINE CORRIDOR.

BIDDING AND CONTRACT DOCUMENTS

VOLUME-I

QUALIFICATION DOCUMENT

February 2026





UPGRADATION WORKS ON ALL STATIONS OF BRT ORANGE LINE CORRIDOR.

1.0 SCOPE OF WORKS

The Transport and Mass Transit Department (TMTD), Government of Sindh through its Sindh Mass Transit Authority (SMTA) invites sealed bids from interested reputed constructors to undertake **“UPGRADATION WORKS ON ALL STATIONS OF BRT ORANGE LINE CORRIDOR”** on **“Single Stage Two Envelopes”** procedure under SPPRA Rules 2010 (as amended time to time) through EPAD System.

2.0 SUBMISSION OF APPLICATIONS

- 2.1 Applications for qualification (one original and one copy) for the above defined scope of work shall be submitted in sealed envelopes and delivered by hand or through registered mail/courier to:

Director Infrastructure & Planning

[Sindh Mass Transit Authority] Transport and Mass Transit

Department, Government of Sindh,

Address: D43/1, Shahra-e-Ghalib, Block-2, near Bilawal Chowrangi,

Clifton, .

Tel: +92-21-99332208

and be clearly marked “Application for Qualification” for

UPGRADATION WORKS ON ALL STATIONS OF BRT ORANGE LINE CORRIDOR.

The name and mailing address of the applicant shall be clearly marked on top left corner of the envelope.

- 2.2 The applications shall be prepared in English language. Information in any other language shall be accompanied by its certified translation in English. The Employer reserves the rights for rejection of qualification in case of non-compliance of the above requirement.
- 2.3 All pages of the qualification documents shall be numbered, stamped and signed by the Authorized person.
- 2.4 The applicants shall respond to all questions and provide complete information as advised in this document. Any false information provided or any lapses to provide essential information may result in disqualification of the applicant.
- 2.5 The applicant's queries, if any, may be sent to the Employer at the above-mentioned addresses.



3.0 QUALIFICATION CRITERIA

3.1 General

Qualification will be based on all the criteria given in succeeding paras 3.2 to 3.5 regarding the applicant's general and particular experience, personnel and equipment capabilities, and financial position, as demonstrated by the applicant's responses in the forms provided. The Employer reserves the right to waive minor deviations if these do not materially affect the capability of an applicant to perform the contract.

The Employer reserves the right to verify or seek clarification / substantiation of the information furnished by the applicants. The Employer may reject any application for any misrepresentation knowingly made by any applicant in, or pursuant to, their application or for any statement furnished in connection therewith, and intended to be relied upon by the Employer, which is incorrect in any respect.

3.2 Preliminary Examination

All applications / documents submitted shall be checked for the following items:

- 3.2.1. Has the Letter of Application (Annex A) been signed?
- 3.2.2. Has all information asked for in **Form A-1 to A-10** been provided?
- 3.2.3. Have all Affidavits required under **Form A-09** been provided and duly signed by the authorized person?
- 3.2.4. Have audited balance sheets of last **Five (05) years** been provided?

3.3 Initial Scrutiny

All the applicants shall be subjected to initial scrutiny using the following criteria:

- 3.3.1 Valid registration with Pakistan Engineering Council in Constructor's Category **C-4 or above** and in Specialization Code **CE-10 & CE-01**.
- 3.3.2 At least **three** similar nature of work completed during last five years each having minimum cost **90 Million** or
At least five similar nature of works completed during last five years each having minimum cost **60 Million**.

(Similar nature of works includes landscaping / Horticulture, pavers etc.)

Note:-

Taking Over/Completion Certificate, Maintenance / Defects Liability Certificate is mandatory.



3.4 Detailed Evaluation

After the initial screening of all applicants, a detailed evaluation of the constructors shall be undertaken using the following criteria based on the scoring system as follows:

Category	Points	
	Maximum	Minimum Acceptable
Financial	45	32
Experience	45	32
Personnel	10	7

To qualify, applicants must receive not less than the specified minimum acceptable points for each category and aggregate of **minimum 70 points**.

3.5 Criteria for Detailed Evaluation

3.5.1 Financial Capability of an applicant will be taken as follows:

3.5.1.1 The applicant shall demonstrate that he has access to, or have available liquid assets, un-encumbered real assets, lines of credit and other financial means sufficient to meet the cash flow for the execution of works.

3.5.1.2 The Audited Balance Sheets and Annual Turn Over for the **last five years (Form A-3)** from Chartered Accountant firm must be submitted and should demonstrate the soundness of the applicant's financial position, showing long term profitability. Where necessary, the Employer will make inquiries with the applicant's bankers.

3.5.1.3 Points shall be awarded under this category based on the following criteria:

Sr. No.	Description	Max Points Assigned	Criteria for Points Obtained
a)	Average Annual Turnover in last 5 years	20	15 points will be given if the Annual Average Turnover is between 115 Million and 140 million. - Full Points will be given in case of Average Annual Turnover for the last five years is more than Rs. 140 Million.
b)	Average working capital in last 5 years.	20	15 points will be given if the average working capital is equal to 120 Million. - Full points will be given if the average working capital is more than 120 Million.
c)	Income Tax Return for last five years	5	- Full points will be given if the income tax return for last five years is submitted. - No points will be given if the income tax certificate is not attached for last five years.
Total Max assigned Points		45	



Experience

- 3.5.1.4 **Experience for Project Completed (Form A-2)** will be evaluated on the basis of the following points:

(Information regarding general civil works completed projects shall be supported by documents such as **Taking Over/Completion Certificate**, **Maintenance/Defects Liability Certificate** is mandatory.

Experience	Points
3.3.1 At least three similar nature of work having minimum cost 90 Million completed during last five years; or At least five similar nature works each having minimum cost 60 Million completed during last five years	35
i) 5 additional point will be given for each project of worth more than Rs. 90 Million during last five years (More than two Projects 10 points will be given)	10
Maximum Points	45

- 3.5.2 **Personnel (Form A-5 & A-6)** will be evaluated on the basis of following points: submission of detailed CV is mandatory.

Key Personnel	Points (maximum)
i. Project Manager (Civil/Elect)	6
ii. Site Supervisor (Civil/Elect)	4
Maximum Points	10

(Information regarding education qualification, total work experience and specific work experience is to be supported by documents such as copy of education qualification certificate/degree and CVs of concerned personal propose for the above position duly signed and any other relevant documents. Engineers should have valid PEC Certificate).

Points for personnel will be given on the basis of the following criteria:

- i. **Project Manager (Form A-5 and A-6)**
(must be a University Degree holder in Civil/Electrical Engineering)

Qualification	Points
Master Degree in Civil /Electrical Engineering	1.0
Maximum Points	1.0
Total work Experience (years)	
More than 15	3.0
10 ⁺ -15	2.0
05 ⁺ -10	1.0
05 or less	0.0
Maximum Points	3.0



Specific Experience (years)	
More than 10	2.0
05 ⁺ -10	1.5
03 ⁺ - 05	1.0
03 or less	0.0
Maximum Points	2.0
Total Points (maximum)	6.0

ii. **Site Supervisor (Civil/Electrical) (Form A-5 and A-6)**
(must be a diploma holder in Civil/Electrical Engineering)

	Points
Total work Experience (years)	
More than 10	2.0
05 ⁺ -10	1.5
03 ⁺ -05	1.0
03 or less	0.0
Maximum Points	2.0
Specific Experience (years)	
More than 07	2.0
03 ⁺ -07	1.5
03 or less	1.0
Maximum Points	2.0
Total Points (maximum)	4.0

3.5.3 Litigation History (Form A-8)

The applicant shall provide accurate information of all litigation or arbitration resulting from contracts completed or under execution. A history of more than two (02) awards against the applicant or any partner of a joint venture may result in rejection of the application.

4.0 BLACK LISTING & OTHER AFFIDAVITS (Form A-9):

An affidavit shall be provided that the applicant is not black listed. Non-compliance to this requirement may result in rejection of the application.

The applicant shall also provide an undertaking on non-judicial **stamp paper** to the effect that all documents / particulars / information given with this qualification document are true.

The applicant shall also provide an affidavit to the effect that applicant has never indulged in corrupt, fraudulent or collusive practice for procuring contracts.

5.0 JOINT VENTURE (JV)

5.1 Joint Venture (JV) shall comply with the following requirements

- a) Following are minimum qualification requirements: -

JV members shall collectively qualify the criterion given in para 3.4, heretofore, for which purpose the relevant figures for each of the partners shall be added together to arrive at the total capacity. Individual members must satisfy each of the requirements of paras 3.5.1, 3.5.2, 3.5.3 and 3.5.4, heretofore.

- b) Qualification Document shall be signed by all members in the Joint Venture (JV) so as to legally bind all partners, jointly and severally. The qualification document shall be submitted with a copy of the Joint Venture (JV) agreement.



providing the joint and several liabilities with respect to the contract.

- 5.2** The qualification of a Joint Venture (JV) does not necessarily qualify any of its partners individually or as a partner in any other Joint Venture (JV). In case of dissolution of a Joint Venture (JV), each one of the constituent firms may qualify if they meet all the qualification requirements and any partner has requested/shall request for the same and then his qualification shall be subject to the written approval of the Employer.
- 5.3** In case one firm has applied for qualification with more than one joint venture then the applications of all those joint ventures having same member will be disqualified.



ANNEXURE-A



Annex-A

Letter of Application

[Letterhead paper of the Applicant, or partner responsible for a joint venture, including full postal address, telephone no., fax no., telex no., cable and e-mail address]

Date:.....

To: Director, Infrastructure Sindh Mass Transit Authority
Transport and Mass Transit Department, Government of Sindh,
House # D43/1, Shahra-e-Ghalib, Block-2, near Bilawal Chowrangi, Clifton, .

Sirs,

1. Being duly authorized to represent and act on behalf of..... (hereinafter "the Applicant"), and having reviewed and fully understood all the qualification information provided, the undersigned hereby apply to be qualified as a bidder of the work for the **"UPGRADATION WORKS ON ALL STATIONS OF BRT ORANGE LINE CORRIDOR"**.
2. Attached to this letter are copies of original documents defining¹:
 - (a) the Applicant's legal status;
 - (b) the principal place of business; and
 - (c) the place of incorporation (for applicants who are corporations); or the place of registration and the nationality of the owners (for applicants who are partnerships or individually-owned firms).
3. Your Organization and its authorized representatives are hereby authorized to conduct any inquiries or investigations to verify the statements, documents, and information submitted in connection with this application, and to seek clarification from our bankers and clients regarding any financial and technical aspects. This Letter of Application will also serve as authorization to any individual or authorized

(1) For applications by joint ventures, all the information requested in the pre-qualification documents is to be provided for each member/partner separately. All member/partners shall sign the letter.



representative of any institution referred to in the supporting information, to provide such information deemed necessary and requested by yourselves or the authorized representative to verify statements and information provided in this application, or with regard to the resources, experience, and competence of the applicant.

4. Your organization and its authorized representatives may contact the following persons for further information², if needed.

General and Managerial Inquiries	
Contact 1	Telephone 1
Contact 2	Telephone 2

Personnel Inquiries	
Contact 1	Telephone 1
Contact 2	Telephone 2

Technical Inquiries	
Contact 1	Telephone 1
Contact 2	Telephone 2

Financial Inquiries	
Contact 1	Telephone 1
Contact 2	Telephone 2

5. This application is made with the full understanding that:
- (a) bids by qualified applicants will be subjected to verification of all information submitted for qualification at the time of bidding;
 - (b) Your Organization reserves the right to:
 - (i) amend the scope and value of any contract under this project; and
 - (ii) reject or accept any application, cancel the qualification process, and reject applications; and

(2) Application by joint ventures should provide information on separate sheet about for each party to the application.



- (c) Your Organization shall not be liable for any such actions and its consequences and under no obligation to inform the applicant of the grounds for actions at 5(b) here above.

Bidder who are not joint ventures should delete para 6 and initial the deletions.

6. We confirm that in the event that we bid, that bid as well as any resulting contract will be:
- (a) signed so as to legally bind all partners, jointly and severally; and
 - (b) submitted with a Joint Venture agreement providing the joint and several liabilities of all partners in the event the contract is awarded to us.
7. We certify that the information provided in qualification document is correct and final to the best of our knowledge and nothing contained herein, is contrary to the facts as available with the firm's official record and that The Employer has complete right to disregard our application should it fail to meet their qualification criteria.
8. The undersigned declare that the statements made and the information provided in the duly completed application are complete, true, and correct in every detail.

Signed
Name
For and on behalf of (name of Applicant or lead / authorized partner / member of a joint venture)



APPLICATION FORMS



General Information

All individual firms and each member of a Joint Venture applying for qualification are requested to complete the information in this form. Nationality information is also to be provided for foreign owners or applicants who are forming part of the Joint Venture, as required under the PEC Bye-Laws.

1.	Name of Firm	
2.	Head Office Address	
3.	Telephone	Contact Person: Name: Title:
4.	Fax	Email
5.	Place of Incorporation/Registration	Year of incorporation/registration

NATIONALITY OF OWNERS		
	NAME	NATIONALITY
1.		
2.		
3.		
4.		
5.		



Experience of Completed General Civil Works Projects

Name of Bidder

Bidder to an application should provide information on their completed contracts along with taking over certificate.

Use a separate sheet for each contract.

1.	Name of Contract
	Country
2.	Name of Employer
3.	Employer Address
4.	Nature of works and special features relevant to the contract for which the Applicant wishes to qualify
5.	Contract Role (Tick One) (a) Main Contractor (b) Sub- Contractor (c) Member in a Joint Venture
6.	Value of the total contract (in specified currencies) at completion, or at date of award for current contract Contract Price Currency.....
7.	Equivalent in Pak/Rs.
8.	Date of Award
9.	Date of Completion
10.	Contract Duration (Years and Months) _____ Years _____ Months



Financial Capability

Name of Bidder

Bidders, should provide financial information to demonstrate that they meet the requirements stated in the Instructions to applicants. Each applicant must fill-in this form. If necessary, use separate sheets to provide complete banker information. A copy of the audited balance sheets should be attached.

Banker	Name of banker	
	Address of banker	
	Telephone	Contact name and title
	Fax	Telex

*Summarize actual assets and liabilities in Pak Rupees (Equivalent at the current rate of exchange at the end of each year) for the **last five (05) years**, based upon known commitments, projected assets and liabilities in Pak Rupees.*

Financial information in Pak Rs. or equivalent	ACTUAL LAST FIVE YEARS				
	2020-21	2021-22	2022-23	2023-24	2024-25
1. Current Assets					
2. Total Assets					
3. Current Liabilities					
4. Total Liabilities					
5. Net Worth					
6. Profits before taxes					
7. Profits after taxes					



Specific proposed sources of financing to meet the cash flow of the Project, net of current commitments (Instructions to Applicants, para 3.5.1).

Source of financing	Amount (Pak Rs. or equivalent)
1.	
2.	
3.	
4.	

*Attach audited financial statements for the **last five (05) years** (for individual applicant).*

In case of Foreign Firms, if audits are not required by the laws of their countries of origin, they shall submit their balance sheets certified by a registered accountant, and supported by copies of tax returns. NA

Annual Turnover

*The information supplied should be the annual turnover of the Applicant, in terms of the amounts billed to clients for each year for work in progress or completed over the last **Five years***

ANNUAL TURNOVER		
YEAR	TURNOVER (in actual currency)	EQUIVALENT PAK RUPEES (in millions)
1.		
2.		
3.		
4.		
5.		



Joint Venture Summary (if applicable)

NAME OF ALL Partner OF A JOINT VENTURE
1. Lead Partner
2. Partner
3. Partner
4. Partner
5. Partner
6. Partner

Total value of annual construction turnover, in terms of work billed to clients,

ANNUAL TURNOVER DATA (Construction Only; Equivalent in Pak Rupees, Millions)						
Member	Form A-3 Page No.					
1. Lead Member						
2. Member						
3. Member						
4. Member						
5. Member						
Total:						



Personnel Capabilities

Name of Bidder

*For specific positions essential to contract implementation, Applicants should provide the names of candidate qualified to meet the specified requirements stated for each position in Para 3.5.3 The data on their experience should be supplied on separate sheets using one Form for each candidate (Application Form A-6) along with **CVs of candidates**.*

1.	Title of Position
	Name of Prime Candidate
2.	Title of Position
	Name of Prime Candidate
3.	Title of Position
	Name of Prime Candidate
4.	Title of Position
	Name of Prime Candidate
5.	Title of Position
	Name of Prime Candidate
6.	Title of Position
	Name of Prime Candidate
7.	Title of Position
	Name of Prime Candidate



Candidate Summary

Name of Bidder

Position		
Candidate information	1. Name of Candidate	2. Date of Birth
	3. Professional Qualification	
Present employment	4. Name of employer	
	Address of employer	
	Telephone	Contact officer (manager/personnel officer)
	Fax	Email
	Job title of candidate	Years with present employer

Summarize professional experience in reverse chronological order. Indicate particular technical and managerial experience relevant to the Project.

Month/ Dates/Years		Company / Project / Position / Relevant technical and management experience
From	To	



Litigation History

Name of Bidder

Applicants, should provide information on any history of litigation or arbitration resulting from contracts executed or currently under execution (Instructions to Applicants, Para 3.5.5). .

Year	Award FOR or AGAINST Applicant	Name of client, cause of litigation, and matter in dispute	Disputed amount (current value Pak Rs. or equivalent)



Additional Information

Name of Bidder

Additional Information

1. Certificate of Registration with Pakistan Engineering Council.
2. Certificate of registration with Income Tax Department in Pakistan, Income Tax Return for the last **Five** years and Sindh Sales Tax.
3. An affidavit to the effect that the Applicant is not black-listed by the government /Semi government or any autonomous body.
4. An affidavit to the effect that all documents / particulars / information given with this qualification document are true.
5. An affidavit to the effect that the Applicant has never indulged in corrupt, fraudulent or collusive practice for procuring contracts.
6. An affidavit to the effect that the firm is not presently involved nor has been in the past in litigation with the Employer. Should this be otherwise the Applicant must provide such details in **Form A-8** "Litigation History".
7. Integrity Pact attached as Application **Form A-09** duly signed.
8. Any other pertinent information in support of this qualification should also be furnished.

Disqualification of Supplier and Contractors,

"The Employer **may** disqualify the applicant(s) if it finds, at any time, that the information submitted by him concerning his qualification as supplier or constructor was false and materially inaccurate or incomplete."



Integrity Pact

DECLARATION OF FEES, COMMISSIONS AND BROKERAGE ETC. PAYABLE BY THE SUPPLIERS/CONTRACTORS OF GOODS, SERVICES & WORKS

_____ [the Seller/Supplier/Contractor] hereby declares its intention not to obtain or induce 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 Government of Sindh (GoS) through any corrupt business practice,

Without limiting the generality of the foregoing, [the Seller/Supplier/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 including the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from Government of Sindh (GoS), except that which has been expressly declared pursuant hereto.

[The Seller/Supplier/Contractor] certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with Government of Sindh (GoS) and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

[The Seller/Supplier/Contractor] accepts full responsibility and strict liability for making any false declaration, not making full disclosures, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation or warranty. It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other right and remedies available to Government of Sindh (GoS) under any law, contract or other instrument, be avoidable at the option of Government of Sindh (GoS) .

Notwithstanding any rights and remedies exercised by Government of Sindh (GoS) in this regard, [the Seller/Supplier/Contractor] agrees to indemnify Government of Sindh (GoS) for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to Government of Sindh (GoS) in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by [the Seller/Supplier/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 Government of Sindh (GoS).

Name of Employer.....

Name of Applicant.....

Signature.....

Signature.....

Seal

Seal



INSTRUCTIONS TO BIDDERS



INSTRUCTIONS TO BIDDERS

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

A. GENERAL

IB.1 Scope of Bid

- 1.1 Procuring agency as defined in the bidding data hereinafter called “the procuring agency” wishes to receive bids for the construction and completion of works as described in these bidding documents, and summarized in the bidding data hereinafter referred to as the “Works”.
- 1.2 The successful bidder will be expected to complete the works within the time specified in Appendix-A to Bid.

IB.2 Source of Funds

- 2.1 Procuring agency has received/allocated/] applied for loan/grant/ Federal/ Provincial/Local Government funds from the source(s) indicated in the bidding data in various currencies towards the cost of the project /scheme specified in the bidding data, and it is intended that part of the proceeds of this loan/grant/funds will be applied to eligible payments under the contract for which these bidding documents are issued.

IB.3 Eligible Bidders

- 3.1 This Invitation for Bids is open to all interested bidders who are eligible under provisions of Sindh Public Procurement Rules as mentioned below and the criteria given in the Notice Inviting Tender (NIT)/ Bidding Document.

Firms and individuals, national or international, may be allowed to bid for any project where international competitive bidding is feasible. Any conditions for participation shall be limited to those that are essential to ensure the bidder’s capability to fulfill the contract in question.

- (a) Bidders may be excluded if;
 - (i) as a matter of law or official regulations, commercial relations are prohibited with the bidder’s country by the federal government in case of International Competitive Bidding (ICB), or
 - (ii) a firm is blacklisted/ debarred by the procuring agency and the matter has been reported to the Authority, subject to Rule 30 of Sindh Public Procurement Rules 2010 (Amended from time to time)



- (b) Government-owned enterprises or institutions may participate only if they can establish that they are;

(i) legally and financially autonomous, and

(ii) operate under commercial law.

Provided that where government-owned universities or research centers in the country are of a unique and exceptional nature, and their participation is critical to project implementation, they may be allowed to participate; and

Bidders shall include all those contractors who are registered or incorporated in Pakistan, irrespective of the nationality of their owners and professional staff, or

- (c) Bidders are:-

(i) pre-qualified with procuring agency for particular project/scheme;

(ii) registered with Pakistan Engineering Council in particular category and discipline,

(iii) registered with relevant tax authorities (income/sales tax, wherever applicable)

IB.4 One Bid per Bidder

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

IB.5 Cost of Bidding

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

IB.6 Site Visit

- 6.1 The bidders are advised to visit and examine the site of works and its surroundings and obtain all information that may be necessary for preparing the bid and entering into a contract for construction of the works. All cost in this respect shall be at the bidder's own expense.

- 6.2 The bidders and any of their personnel or agents will be granted permission by the procuring agency to enter upon his premises and lands for the purpose of such inspection, but only upon the express condition that the bidders, their personnel and agents, will release and indemnify the procuring agency, his personnel and agents from and against all liability in respect thereof and will be responsible for death or personal injury, loss of or damage to property and any other loss, damage, costs and expenses incurred as a result of such inspection.



B. BIDDING DOCUMENTS

IB.7 Contents of Bidding Documents (SPP RULE 21)

7.1 The bidding documents, in addition to invitation for bids, are those stated below and should be read in conjunction with any addenda issued in accordance with Clause IB.9.

- a. Instructions to Bidders.
- b. Bidding Data.
- c. General Conditions of Contract, Part-I (GCC).
- d. Particular Conditions of Contract, Part-II (PCC)
- e. Specifications.
- f. Form of Bid and Appendices to Bid.
- g. Bill of Quantities (Appendix-D to Bid).
- h. Form of Bid Security.
- i. Form of Contract Agreement.
- j. Forms of Performance Security, Mobilization Advance Guarantee, Integrity Pact and Indenture bond for secured advance.
- k. Drawings.

7.2 The bidders are expected to examine carefully the contents of all the above documents. Failure to comply with the requirements of bid submission will be at the bidder's own risk. Pursuant to Clause IB.26, bids which are not substantially responsive to the requirements of the BD will be rejected.

IB.8 Clarification of Bidding Documents (SPP RULE 23(1)):

Any interested bidder requiring any clarification(s) in respect of the bidding documents may notify the procuring agency in writing at the procuring agency's address indicated in the Invitation for Bids/NIT. Procuring agency will respond to any request for clarification provided they are received at least five calendar days prior to the date of opening of bid.

Provided that any clarification in response to query by any bidder; shall be communicated to all parties who have obtained bidding documents.

IB.9 Addendum/Modification of Bidding Documents:

9.1 At any time prior to the deadline for submission of bids, the procuring agency may, for any reason, whether at his own initiative or in response to a clarification requested by a interested bidder, modify the bidding documents by issuing addendum.

9.2 Any addendum thus issued shall be part of the bidding documents pursuant to sub-clause IB 7.1 hereof and shall be communicated in writing to all bidders. Interested bidders shall acknowledge receipt of each addendum in writing to the procuring agency.

9.3 To afford bidders reasonable time in which to take an addendum into account in preparing their bids, the procuring agency may extend the deadline for submission of bids in accordance with IB.20



C. PREPARATION OF BIDS

IB.10 Language of Bid

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

IB.11 Documents Accompanying the Bid

- 11.1 Each bidder shall:

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

And

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

Appendix-E to Bid	Proposed Construction Schedule
Appendix-F to Bid	Method of Performing the Work
Appendix-G to Bid	Organization Chart for Supervisory Staff

and other pertinent information such as mobilization programme etc;

- 11.2 Bids submitted by a joint venture of two (2) or more firms shall comply with the following requirements:

- (a) one of the joint venture partners shall be nominated as being in charge; and this authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the joint venture partners;



- (b) the bid, and in case of a successful bid, the Form of Contract Agreement shall be signed by the authorized partner so as to be legally binding on all partners;
- (c) the partner-in-charge shall always be duly authorized to deal with the procuring agency regarding all matters related with and/or incidental to the execution of works as per the terms and Conditions of Contract and in this regard to incur any and all liabilities, receive instructions, give binding undertakings and receive payments on behalf of the joint venture;
- (d) all partners of the joint venture shall at all times and under all circumstances be liable jointly and severally for the execution of the contract in accordance with the contract terms and a statement to this effect shall be included in the authorization mentioned under Sub-Para (a) above as well as in the Form of Bid and in the Form of Contract Agreement (in case of a successful bid);
- (e) a copy of the agreement entered into by the joint venture partners shall be submitted with the bid stating the conditions under which it will function, its period of duration, the persons authorized to represent and obligate it and which persons will be directly responsible for due performance of the contract and can give valid receipts on behalf of the joint venture, the proportionate participation of the several firms forming the joint venture, and any other information necessary to permit a full appraisal of its functioning. No amendments / modifications whatsoever in the joint venture agreement shall be agreed to between the joint venture partners without prior written consent of the procuring agency;
- (f) Submission of an alternative Letter of Intent to execute a Joint Venture Agreement shall be mandatory.

11.3 Bidders shall also submit proposals of work methods and schedule, in sufficient detail to demonstrate the adequacy of the bidder's proposals to meet the technical specifications and the completion time referred to sub- clause IB 1.2 hereof.

IB.12 Bid Prices

- 12.1 Unless stated otherwise in the bidding documents, the contract shall be for the whole of the works as described in IB 1.1 hereof, based on the unit rates or prices submitted by the bidder or percentage quoted above or below on the rates of Composite Schedule of Rates (CSR), as the case may be.
- 12.2 The bidders shall fill in rates and prices for all items of the works described in the Bill of Quantities. Items against which no rate or price is entered by a bidder will not be paid for by the procuring agency when executed and shall be deemed to be covered by rates and prices for other items in the Bill of Quantities. In case of Composite Schedule of Rates, if the bidder fails to mention the percentage above or below, it shall be deemed to be at par with the rates of Composite Schedule of Rates.
- 12.3 The bid price submitted by the contractor shall include all rates and prices including the taxes. All duties, taxes and other levies payable by the contractor



under the contract, or for any other cause during the currency of the execution of the work or otherwise specified in the contract as on the date seven days prior to the deadline for submission of bids.

Additional / reduced duties, taxes and levies due to subsequent additions or changes in legislation shall be reimbursed / deducted as per Sub-Clause 13.7 of the General Conditions of Contract Part-I.

- 12.4 The rates and prices quoted by the bidders are subject to adjustment during the performance of the contract in accordance with the provisions of Clause 13.7 of GCC. The bidders shall furnish the prescribed information for the price adjustment formulae in Appendix-C to Bid, and shall submit with their bids such other supporting information as required under the said Clause. Adjustment in prices quoted by bidders shall be allowed as per Sub-Para 4(ii) of Section C of Instructions to bidders and bidding data.

IB.13 Currencies of Bid and Payment

- 13.1 The unit rates and the prices shall be quoted by the bidder entirely in Pak rupees. A bidder expecting to incur expenditures in other currencies for inputs to the works supplied from outside the procuring agency's country (referred to as the "Foreign Currency Requirements") shall indicate the same in Appendix-B to Bid. The proportion of the bid price (excluding Provisional Sums) needed by him for the payment of such Foreign Currency Requirements either (i) entirely in the currency of the bidder's home country or, (ii) at the bidder's option, entirely in Pak rupees provided always that a bidder expecting to incur expenditures in a currency or currencies other than those stated in (i) and (ii) above for a portion of the foreign currency requirements, and wishing to be paid accordingly, shall indicate the respective portions in the bid.
- 13.2 The rates of exchange to be used by the bidder for currency conversion shall be the selling rates published and authorized by the State Bank of Pakistan prevailing on the date, 07 (seven) days prior to the deadline for submission of bids. For the purpose of payments, the exchange rates used in bid preparation shall apply for the duration of the contract.

IB.14 Bid Validity

- 14.1 Bids shall remain valid for the period stipulated in the bidding data from the date of opening of bid specified in clause IB.23.
- 14.2 In exceptional circumstances, prior to expiry of the original, the procuring agency may request the bidders to extend the period of validity for a specified additional period, which shall not be for more than one third of the original period of bid validity. The request and the responses thereto, shall be made in writing. A bidder may refuse the request without the forfeiture of the bid security. In case, a bidder agreed to the request, shall not be required or permitted to modify the bid, but will be required to extend the validity of the bid security for the period of the extension, and in compliance with Clause IB.15 in all respects.



IB.15 Bid Security

- 15.1 Each bidder shall furnish, as part of the **sealed financial bid**, a bid security in the amount stipulated in the bidding data in Pak Rupees or an equivalent amount in a freely convertible currency.
- 15.2 The bid security shall be at the option of the bidder, in the form of deposit at call, Pay order or a bank guarantee issued by a Scheduled Bank in Pakistan or from a foreign bank duly counter guaranteed by a Scheduled Bank in Pakistan in favor of the procuring agency, which should commensurate with the bid validity period. The bank guarantee for bid security shall be acceptable in the manner as provided at Annexure BS-1.
- 15.3 Any bid not accompanied by an acceptable bid security shall be rejected by the procuring agency as non-responsive.
- 15.4 Bid security shall be released to the unsuccessful bidders once the contract has been signed with the successful bidder or the validity period has expired.
- 15.5 The bid security of the successful bidder shall be returned when the bidder has furnished the required Performance Security and signed the Contract Agreement.
- 15.6 The bid security may be forfeited:
- (a) if the bidder withdraws his bid except as provided in sub- clause IB 22.1;
 - (b) if the bidder does not accept the correction of his bid price pursuant to sub-clause IB 27.2 hereof; or
 - (c) In the case of successful bidder, if he fails within the specified time limit to:
 - (i) furnish the required Performance Security; or
 - (ii) sign the Contract Agreement.
 - (d) A bidder has been found black listed by any agency of Federal or Provincial Government.

IB.16 Alternate Proposals/Bids

- 16.1 Each bidder shall submit only one bid either by himself, or as a member of a joint venture, until and unless they have been requested or permitted for alternative bid, then he has to purchase separate bidding documents and alternate bid shall be treated as separate bid.
- 16.2 Alternate proposals are allowed only for procurement of works where technical complexity is involved and more than one designs or technical solutions are being offered. Two stage two envelope bidding procedure will be appropriate when alternate proposal is required.
- 16.3 Alternate bid(s) shall contain (a) relevant design calculations; (b) technical specifications; (c) proposed construction methodology; and (d) any other relevant details / conditions, provided that the total sum entered on the Form of Bid shall be that which represents complete compliance with the bidding documents.



IB.17 Pre-Bid Meeting

- 17.1 Procuring agency may, on his own motion or at the request of any bidder, hold a pre-bid meeting to clarify issues and to answer any questions on matters related to the bidding documents. The date, time and venue of pre-bid meeting, if convened, shall be communicated to all bidders. All bidders or their authorized representatives shall be invited to attend such a pre-bid meeting at their own expense.
- 17.2 The bidders are requested to submit questions, if any, in writing so as to reach the Procuring agency not later than seven (7) days before the proposed pre-bid meeting.
- 17.3 Minutes of the pre-bid meeting, including the text of the questions raised and the replies given will be transmitted without delay to all bidders. Any modification of the bidding documents listed in sub- clause IB 7.1 hereof, which may become necessary as a result of the pre-bid meeting shall be made by the procuring agency exclusively through the issue of an Addendum pursuant to Clause IB.9 and not through the minutes of the pre-bid meeting.
- 17.4 Absence at the pre-bid meeting will not be a cause for disqualification of a bidder.

IB.18 Format and Signing of Bid

- 18.1 Bidders are particularly directed that the amount entered on the Form of Bid shall be for performing the contract strictly in accordance with the bidding documents.
- 18.2 All appendices to bid are to be properly completed and signed.
- 18.3 Alteration is not to be made neither in the form of bid nor in the Appendices thereto except in filling up the blanks as directed. If any such alterations be made or if these instructions be not fully complied with, the bid may be rejected.
- 18.4 Each bidder shall prepare by filling out the forms without alterations and shall provide an original copy along with photocopies as per the requirement of the procuring agency specified in the bidding data. The original as well as copies of the document shall be clearly marked as “ORIGINAL” and „COPY”, as the case may be. If there is any discrepancy between original and copy (ies) then the original shall prevail.
- 18.5 The original and all copies of the bid shall be typed or written in indelible ink (in the case of copies, Photostats are also acceptable) and shall be signed by a person(s) duly authorized to sign on behalf of the bidder pursuant to sub- clause IB 11.1(a) hereof. All pages of the bid shall be initialed and stamped by the person(s) signing the bid.
- 18.6 The bid shall contain no alterations, omissions or additions, except to comply with instructions issued by the procuring agency, or as are necessary to correct errors made by the bidder. Such corrections shall be initialed by the person(s) signing the bid.
- 18.7 Bidders shall indicate in the space provided in the Form of Bid their full and proper postal addresses at which notices may be legally served on them and to which all correspondence in connection with their bids and the contract is to be sent.
- 18.8 Bidders should retain a copy of the bidding documents as their file copy.



D. SUBMISSION OF BIDS

IB.19 Sealing and Marking of

Bids

19.1 Each bidder shall submit his bid as under:

- (a) ORIGINAL and COPIES of the bid shall be separately sealed and put in separate envelopes and marked as such.
- (b) The envelopes containing the ORIGINAL and COPIES shall be put in one sealed envelope and addressed as given in sub – clause IB 19.2 hereof.

19.2 The inner and outer envelopes shall:

- (a) be addressed to the procuring agency at the address provided in the bidding data;
- (b) bear the name and identification number of the contract as defined in the bidding data; and
- (c) provide a warning not to open before the time and date for bid opening, as specified in the bidding data.

19.3 In addition to the identification required in sub- clause IB 19.2 hereof, the inner envelope shall indicate the name and postal address of the bidder to enable the bid to be returned unopened in case it is declared “late” pursuant to Clause IB.21

19.4 If the outer envelope is not sealed and marked as above, the procuring agency will assume no responsibility for the misplacement or premature opening of the Bid.

IB.20 Deadline for Submission of Bids

- 20.1
- (a) Bids must be received by the procuring agency at the address specified not later than the time and date stipulated in the bidding data,
 - (b) Bids with charges payable will not be accepted, nor will arrangements be undertaken to collect the bids from any delivery point other than that specified above. Bidders shall bear all expenses incurred in the preparation and delivery of bids. No claims shall be entertained for refund of such expenses,
 - (c) Where delivery of a bid is by mail and the bidder wishes to receive an acknowledgment of receipt of such bid, he shall make a request for such acknowledgment in a separate letter attached to but not included in the sealed bid package,
 - (d) Upon request, acknowledgment of receipt of bids will be provided to those making delivery in person or by messenger.

20.2 The Procuring Agency may, at its discretion, extend the deadline for submission of bids by issuing an amendment in accordance with IB 09. In such case, all rig



obligations of the procuring agency and the bidders shall remain the same as mentioned in the original deadline.

IB.21 Late Bids

- (a) any bid received by the procuring agency after the deadline for submission of bids prescribed in to clause IB 20 shall be returned unopened to such bidder.
- (b) delays in the mail, person in transit, or delivery of a bid to the wrong office shall not be accepted as an excuse for failure to deliver a bid at the proper place and time. It shall be the bidder's responsibility to submit the bid intime.

IB.22 Modification, Substitution and Withdrawal of Bids

- 22.1 Any bidder may modify, substitute or withdraw his bid after bid submission provided that the modification, substitution or written notice of withdrawal is received by the procuring agency prior to the deadline for submission of bids.
- 22.2 The modification, substitution, or notice for withdrawal of any bid shall be prepared, sealed, marked and delivered in accordance with the provisions of Clause IB.19 with the outer and inner envelopes additionally marked "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL" as appropriate.
- 22.3 No bid may be modified by a bidder after the deadline for submission of bids except in accordance with to sub - clauses IB 22.1 and IB 27.2.
- 22.4 Withdrawal of a bid during the interval between the deadlines for submission of bids and the expiration of the period of bid validity specified in the Form of Bid may result in forfeiture of the bid security in pursuance to clause IB 15.

E. BID OPENING AND EVALUATION.

IB.23 Bid Opening

- 23.1 Procuring agency will open the bids, including withdrawals, substitution and modifications made pursuant to Clause IB.22, in the presence of bidder's representatives who choose to attend, at the time, date and location stipulated in the bidding data. The bidders or their representatives who are in attendance shall sign an attendance sheet.
- 23.2 Envelopes marked "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL" shall be opened and read out first. Bids for which an acceptable notice of withdrawal has been submitted pursuant to clause IB.22 shall not be opened.
- 23.3 Procuring agency shall read aloud the name of the bidder, total bid price and price of any Alternate Proposal(s), if any, discounts, bid modifications, substitution and withdrawals, the presence or absence of bid security, and such other details as the procuring agency may consider appropriate, and total amount of each bid, and of any alternative bids if they have been requested or permitted, shall be read aloud and recorded when opened.



- 23.4 Procuring Agency shall prepare minutes of the bid opening, including the information disclosed to those present in accordance with the sub-clause IB.23.3.

IB.24 Process to be Confidential. (SPP Rule 53)

- 24.1 Information relating to the examination, clarification, evaluation and comparison of bid and recommendations for the award of a contract shall not be disclosed to bidders or any other person not officially concerned with such process before the announcement of bid evaluation report in accordance with the requirements of Rule 45, which states that Procuring agencies shall announce the results of bid evaluation in the form of a report giving reasons for acceptance or rejection of bids. The report shall be hoisted on website of authority and that of procuring agency if it website exists and intimated to all bidders at least seven (7) days prior to the award of contract. The announcement to all bidders will include table(s) comprising read out prices, discounted prices, price adjustments made, final evaluated prices and recommendations against all the bids evaluated. Any effort by a bidder to influence the procuring agency's processing of bids or award decisions may result in the rejection of such bidder's bid. Whereas, any bidder feeling aggrieved, may lodge a written complaint as per Rule 31; however mere fact of lodging a complaint shall not warrant suspension of the procurement process.

IB.25 Clarification of Bid (SPP Rule 43)

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

IB.26 Examination of Bids and Determination of Responsiveness

- 26.1 Prior to the detailed evaluation of bids, the procuring agency will determine whether the bidder fulfills all codal requirements of eligibility criteria given in the tender notice such as registration with tax authorities, registration with PEC (where applicable), turnover statement, experience statement, and any other condition mentioned in the NIT and bidding document. If the bidder does not fulfill any of these conditions, it shall not be evaluated further.
- 26.2 Once found to be fulfilling the eligibility criteria, as mentioned in sub-clause 26.1, the bids of eligible bidders will be evaluated for technical responsiveness as per specification and criteria given in the bidding documents. Technical and financial evaluations may be carried out in accordance with single stage-single one envelope, single stage-two envelopes, two stage or two stage-two envelopes bidding procedures, depending on the selection procedure adopted by the procuring agency.
- 26.3 A bid will be considered technically responsive if it (i) has been properly signed; (ii) is accompanied by the required bid security; and (iii) conforms to all the terms, conditions and specifications of the bidding documents, without material deviation or reservation. A material deviation or reservation is one (i) which affect in any



substantial way the scope, quality or performance of the works; (ii) which limits in any substantial way, inconsistent with the bidding documents, the procuring agency's rights or the bidder's obligations under the contract; or (iii) adoption/rectification whereof would affect unfairly the competitive position of other bidders presenting substantially responsive bids.

- 26.4 If a bid has major deviations to the commercial requirements and technical specifications will be considered technically non responsive. As a general rule, major deviations are those that if accepted, would not fulfill the purposes for which the bid is requested, or would prevent a fair comparison or affect the ranking of the bids that are compliant with the bidding documents.

(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.

- 26.5 If a bid is not substantially responsive, it will be rejected by the procuring agency, and may not subsequently be made responsive by correction or withdrawal of the non-conforming deviation or reservation.

IB.27 Correction of Errors before Financial Evaluation

- 27.1 Bids determined to be substantially responsive will be checked by the procuring agency for any arithmetic errors. Errors will be corrected by the procuring agency as follows:

- (a) where there is a discrepancy between the amounts in figures and in words, the amount in words will govern; and



- (b) where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern, unless in the opinion of the procuring agency there is an obviously gross misplacement of the decimal point in the unit rate, in which case the line item total as quoted will govern and the unit rate will be corrected.
- 27.2 The amount stated in the Form of Bid will be adjusted by the procuring agency in accordance with the above procedure for the correction of errors and with the concurrence of the bidders. The amount thus corrected shall be considered as binding upon the bidder. If the bidder does not accept the corrected bid price, his bid will be rejected, and the bid security shall be forfeited in accordance with sub- clause IB 15.6(b) hereof.

IB.28 Financial Evaluation and Comparison of Bids

- 28.1 The procuring agency will evaluate and compare only the Bids determined to be substantially responsive in accordance with clause IB 26.
- 28.2 In evaluating the Bids, the procuring agency will determine for each bid the evaluated bid price by adjusting the bid price as follows:
- (a) making any correction for errors pursuant to clause IB 27;
 - (b) excluding provisional sums (if any), for contingencies in the Summary Bill of Quantities, but including competitively priced Day work; and
 - (c) making an appropriate adjustment for any other acceptable variation or deviation.
- 28.3 The estimated effect of the price adjustment provisions of the conditions of contract, applied over the period of execution of the contract, shall not be taken into account in bid evaluation.
- 28.4 If the bid of the successful bidder is seriously unbalanced in relation to the procuring agency's estimate of the cost of work to be performed under the contract, the procuring agency may require the bidder to produce detailed price analyses for any or all items of the Bill of Quantities to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, the procuring agency may require that the amount of the Performance Security set forth in clause IB.32 be increased at the expense of the successful bidder to a level sufficient to protect the procuring agency against financial loss in the event of default of the successful bidder under the contract.
- 28.5 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



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.

28.6 Evaluation Report (SPP Rule 45)

After the completion of evaluation process, as described in clauses IB 27 and IB 28, the procuring agency shall announce the results of bid evaluation in the form of report (available on the website of the authority) giving reasons for acceptance and rejection of bid. The report shall be hoisted on website of the authority and that of procuring agencies if its website exists and intimated to all bidders at least seven (7) days prior to the award of contract.

F. AWARD OF CONTRACT

IB.29 Award (SPP Rule 49)

- 29.1 Subject to clauses IB 30 and IB 34 and provision of the rule: The procuring agency shall 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, but not necessarily the lowest submitted price, within the original or extended period of bid validity. Provided that such bidder has been determined to be eligible in accordance with the provisions of clause IB 03 and qualify pursuant to sub-clause IB 29.2.
- 29.2 Procuring agency, at any stage of the bid evaluation, having credible reasons for or having *prima facie* evidence of any deficiency(ies) in contractor’s capacities, may require the contractor to provide information concerning their professional, technical, financial, legal or managerial competence whether already pre-qualified or not for the said project.

Provided, that such qualification shall only be laid down after recording reasons



thereof, in writing. They shall form part of the records of that bid evaluation report.

IB.30 Procuring Agency's Right to reject all Bids or Annul/Cancellation the Bidding Process (SPP Rule 25)

Notwithstanding clause IB 29 and provision of the rule: (1) A procuring agency reserves may cancel the bidding process at any time prior to the acceptance of a bid or proposal; (2) The procuring agency shall incur no liability towards bidders solely by virtue of its invoking sub-rule (1); (3) Intimation of the cancellation of bidding process shall be given promptly to all bidders and bid security shall be returned along with such intimation; (4) The procuring agency shall, upon request by any of the bidders, communicate to such bidder, grounds for cancellation of the bidding process, but is not required to justify such grounds.

IB.31 Notification/Publication of the Award of Contract (SPP Rule 25).

- 31.1 Prior to expiry of the period of bid validity, including extension, prescribed by the procuring agency, the procuring agency shall notify the successful bidder in writing ("Letter of Acceptance") that his bid has been accepted. This letter shall mention the sum which the procuring agency will pay to the contractor in consideration of the execution and completion of the works by the contractor as prescribed by the contract (hereinafter and in the conditions of contract called the "Contract Price").
- 31.2 No negotiation with the bidder having evaluated as lowest responsive or any other bidder shall be permitted, however, procuring agency may hold meetings to clarify any item in the bid evaluation report.
- 31.3 The notification of award and its acceptance by the bidder will constitute the formation of the contract, binding the procuring agency and the bidder till signing of the formal Contract Agreement.
- 31.4 Upon furnishing by the successful bidder of a Performance Security and signing of the contract, the procuring agency will promptly notify the name of the successful bidder to all bidders and return their bid securities accordingly.
- 31.5 Within seven days of the award of contract, procuring agency shall publish on the website of the Authority and on its own website, if such a website exists, the results of the bidding process, identify the bid through procurement identifying numbers, and the following information:
 - (1) Evaluation Report;
 - (2) Form of Contract and letter of Award;
 - (3) Bill of Quantities or Schedule of Requirement.

31.6 Debriefing (SPP Rule 51).

- (a) A bidder may ask the procuring agency for reasons for non acceptance of his bid and may request for a debriefing meeting and procuring agency shall give him the reasons for such non acceptance, either in writing or by holding a debriefing meeting with such a bidder.



- (b) The requesting bidder shall bear all the costs of attending such a debriefing.

IB.32 Performance Security (SPP Rule 39)

- 32.1 The successful bidder shall furnish to the procuring agency a Performance Security in the form of pay order or demand draft or bank guarantee, and the amount stipulated in the bidding data and the Conditions of Contract within a period of 28 days after the receipt of Letter of Acceptance.
- 32.2 Failure of the successful bidder to comply with the requirements of Sub-clause IB.32.1 or clauses IB 33 or IB 35 shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security.
- 32.3 Validity of performance security shall extend at least ninety days beyond the date of completion of contract, or as mentioned in the bidding data to cover defects liability period or maintenance period subject to final acceptance by the procuring agency.

IB.33 Signing of Contract Agreement (SPP Rule 39)

- 33.1 Within 14 days from the date of furnishing of acceptable Performance Security under the Conditions of Contract, the procuring agency will send the successful bidder the Contract Agreement in the form provided in the bidding documents, incorporating all agreements between the parties.
- 33.2 The formal Agreement between the procuring agency and the successful bidder shall be executed within 14 days of the receipt of the Contract Agreement by the successful bidder from the procuring agency.
- 33.3 A procurement contract shall come into force when the procuring agency requires signs contract, the date on which the signatures of both the procuring agency and the successful bidder are affixed to the written contract. Such affixing of signatures shall take place within the time prescribed in the bidding documents.

Provided that the procuring agency may reduce the maximum time limit for signing of contract, as and when required, and shall be mentioned in the bidding documents.

33.4 Stamp Duty.

The formal Agreement between the Procuring Agency and the successful bidder shall be duly stamped at rate of ----% of bid price (updated from time to time) stated in Letter of Acceptance.



IB.34 General Performance of the Bidders

Procuring agency may in case of consistent poor performance of the contractor and his failure to remedy the underperforming contract may take such action as may be deemed appropriate under the circumstances of the case including the rescinding the contract and/or black listing of such contractor and debarring him from participation in future bidding process.

IB.35 Integrity Pact (SPP Rule 89)

The bidder shall sign and stamp the Integrity Pact provided at Appendix-L to the bidding documents for all Provincial/Local Government procurement contracts exceeding Rupees ten million. Failure to provide such Integrity Pact shall make the bidder non-responsive.

IB.36 Instructions not Part of Contract

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

IB.37 Arbitration (SPP Rule 34)

Any dispute that is not amicably resolved shall be finally settled, unless otherwise specified in the Contract, under the Arbitration Act 1940 updated from time to time and would be held anywhere in the Province of Sindh at the discretion of procuring agency.



BIDDING DATA



Bidding Data

Instructions to Bidders Clause
Reference

1.1 Name and address of the procuring agency:

Director, Infrastructure and Planning [Sindh Mass Transit
Authority]Transport and Mass Transit Department,
Government of Sindh,
Address: House # D43/1, Shahra-e-Ghalib, Block-2, near Bilawal Chowrangi, Clifton, .

Name of the Project:

UPGRADATION WORKS ON ALL STATIONS OF BRT ORANGE LINE CORRIDOR.

2.1 Name of the Borrower/Source of Financing/Funding Agency:

Transport & Mass Transit Department, Government of Sindh (GoS).

3 Eligible Bidders

3.1 This Invitation for Bids is open to all bidders meeting the following requirements:

- a. Duly licensed by the Pakistan Engineering Council (PEC) in the category relevant to the valueof the Works.

7.1 Delete Sub-Clause 7.1 in its entirety and substitute with the following text: The Bidding Documents, in addition to invitation for bids, are those stated below and shouldbe read in conjunction with Addenda if issued in accordance with Clause IB.9.

1. Instructions to Bidders.
2. Bidding Data.
3. General Conditions of Contract, Part-I (GCC).
4. Particular Conditions of Contract, Part-II (PCC).
5. Specifications - Technical Provisions.
6. Form of Bid & Appendices to Bid.
7. Bill of Quantities (Appendix-D to Bid).
9. Form of Bid Security.
10. Form of Contract Agreement.
11. Forms of Performance Security.



8.1 Time limit for clarification:

5 days

10.1 Bid language:

English

11.1 Para (b) & (c) of Sub-Clause 11.1 are deleted in its entirety and substituted with the following:

The Bid shall comprise two envelopes submitted simultaneously, one called the Technical Bid and the other the Financial Bid. Both envelopes to be enclosed together in an outer single envelope called **the Bid**.

11.1 (B) The Bidder shall submit with its Technical Bid the following documents:

- Form of Technical Bid
- Under Taking for Bid Security submitted in Financial Bid envelope (IB.15)
- Written confirmation authorizing the signatory of the Bid to commit the Bidder (IB.18.5)
- Pending litigation information
- Special Stipulations (as filled by the Employer) (Appendix –A)
- Foreign Currency Requirements (Not used) (Appendix –B)
- Price Adjustment under Clause 70 (Appendix –C)
- Proposed Construction Schedule (Appendix –E)
- Method of Performing the Work (Appendix –F)
- Construction Camp and Housing Facilities (Appendix –G)
- List of Sub-contractors (as required) (Appendix –H)
- Organization Chart for Supervisory Staff (Appendix –I)

11.1 (C) The Bidder shall submit with its Financial Bid the following documents:

- Form of Financial Bid
- Bill of Quantities (Appendix –D)
- Estimated Progress Payments (Appendix –J)
- Integrity Pact (Appendix –L)

11.3 Deleted Sub-Clause in its entirety and substituted with the following:

“The Bidder shall furnish, as part of the Technical Bid, a Technical Proposal including a statement of work methods, equipment, personnel, schedule and any other information as stipulated Bidding Forms, in sufficient detail to demonstrate the adequacy of the Bidders’ proposal to meet the work requirements and the completion time referred to in Sub-Clause 1.2 hereof.”

13 Currencies of Bid and payment

13.1 Bidders to quote entirely in Pak. Rupees.

13.2 Sub-Clause 13.2 is deleted in its entirety.



14.1 **Period of Bid Validity:**

90 calendar days

15.1 **Amount of Bid Security:**

Lump sum amount **Rs.1.50 Million.**

15.2 **Form of Bid Security**

Delete Sub-Clause 15.2 in its entirety and substitute the following:

The Bid Security shall be in the form of pay order in favor of “Sindh Mass Transit Authority, Transport & Mass Transit Department, Government of Sindh”.

The Bid security shall remain valid for a period of 28 days beyond the Bid Validity date.

16 **Alternate Proposals/Bids**

Delete Sub-Clause 16 in its entirety.

17.1 **Venue, time, and date of the pre-bid meeting:**

A pre-bid meeting will be held, if required, the venue, time and date to be notified by the Employer.

18.1 Deleted Sub-Clause in its entirety and substituted with the following:

Bidders are particularly directed that the amount entered on the Form of Financial Bid shall be for performing the Contract strictly in accordance with the Bidding Documents.

18.3 Deleted Sub-Clause in its entirety and substituted with the following:

No alteration is to be made in the Form of Financial and Technical Bid nor in the Appendices thereto except in filling up the blanks as directed. If any such alterations be made or if these instructions be not fully complied with, the bid may be rejected.

18.4 Deleted Sub-Clause in its entirety and substituted with the following:

The Bidder shall prepare one original of the Technical Bid and one original of the Financial Bid comprising the Bid as described in Bidding Data against IB11 and clearly mark it **“ORIGINAL - TECHNICAL BID”** **“ORIGINAL - FINANCIAL BID”** **“with SOFT COPY.** In addition, the Bidder shall submit one (1) copy of the Bid and clearly mark **“COPY.”** In the event of any discrepancy between the original and the copies, the original shall prevail.

18.7 Add the text “Financial and Technical” after the words “Form of” in first line.

19.1 Add the following point at the end of this Sub-clause:

- The Technical Bid should comprise of documents listed in IB11.1 (B) & the Financial Bid should comprise of documents listed in IB 11.1 (C) which shall be placed in separate envelopes in accordance with IB 11



19.2 (a) **Procuring Agency's address for the purpose of bid submission:**

Director, Infrastructure and Planning
Sindh Mass Transit Authority, Transport and Mass Transit Department,
Government of Sindh,
House # D43/1, Shahra-e-Ghalib, Block-2, near Bilawal Chowrangi,
Clifton, .

(b) **Name of Contract:**

UPGRADATION WORKS ON ALL STATIONS OF BRT ORANGE
LINE CORRIDOR.

20.1 (a) **Deadline for submission of bids as mentioned in the advertisement**

23 Deleted Sub-Clause in its entirety and substituted with the following:
Bid Opening

- 23.1 The Procuring Agency will open the Technical Bids in public at the address, date and time as notified by Procuring Agency in Notice Inviting Tender in the presence of Bidders' designated representatives and anyone who choose to attend. The Financial Bids will remain unopened and will be held in custody of the Procuring Agency until the specified time of their opening.
- 23.2 First, envelopes marked "WITHDRAWAL" shall be opened and read out and the envelope with the corresponding bid shall not be opened, but returned to the Bidder. No bid withdrawal shall be permitted unless the corresponding Withdrawal Notice contains a valid authorization to request the withdrawal and is read out at bid opening.
- 23.3 Second, outer envelopes marked "SUBSTITUTION" shall be opened. The inner envelopes containing the Substitution Technical Bid and/or Substitution Financial Bid shall be exchanged for the corresponding envelopes being substituted, which are to be returned to the Bidder unopened. Only the Substitution Technical Bid, if any, shall be opened, read out, and recorded. Substitution Financial Bid will remain unopened in accordance with IB 23.1. No envelope shall be substituted unless the corresponding Substitution Notice contains a valid authorization to request the substitution and is read out and recorded at bid opening.
- 23.4 Next, outer envelopes marked "MODIFICATION" shall be opened. No Technical Bid and/or Financial Bid shall be modified unless the corresponding Modification Notice contains a valid authorization to request the modification and is read out and recorded at the opening of Technical Bids. Only the Technical Bids, both Original as well as Modification, are to be opened, read out, and recorded at the opening. Financial Bids, both Original and Modification, will remain unopened in accordance with IB 23.1. The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidder.



23.5 Other envelopes holding the Technical Bids shall be opened one at a time, and the following read out and recorded:

- a) the name of the Bidder;
- b) whether there is a modification or substitution;
- c) the presence of a Bid Security, if required; and
- d) Any other details as the Procuring Agency may consider appropriate.

No Bid shall be rejected at the opening of Technical Bids except for late bids, in accordance with IB 21.1. Only Technical Bids read out and recorded at bid opening, shall be considered for evaluation.

Preliminary Examination of Technical Bids

23.6 a) The Procuring Agency shall first examine qualification and experience Data as per appendix M and N submitted by the Bidder. The technical proposal examination of those bidders only shall be taken in hand who meet the minimum requirement as mentioned in appendix M and N. Only substantially responsive qualification shall be considered for further evaluation.

b) The Procuring Agency shall examine the Technical Bid to confirm that all the documents have been provided, and to determine the completeness of each document submitted.

23.7 The Procuring Agency shall confirm that all the documents and information have been provided for evaluation of Technical bid as required under these bidding documents.

23.8 At the end of the evaluation of the Technical Bids, the Procuring Agency will invite only those bidders who have submitted substantially responsive Technical Bids and who have been determined as being qualified for award to attend the opening of the Financial Bids.

The date, time, and location of the opening of Financial Bids will be advised in writing by the Procuring Agency. Bidders shall be given reasonable notice for the opening of Financial Bids.

23.9 The Procuring Agency will notify Bidders in writing who have been rejected on the grounds of their Technical Bids being substantially non-responsive to the requirements of the Bidding Document and return their Financial Bids unopened before inviting others, who are determined as being qualified, to attend the opening of Financial Bids.

23.10 The Procuring Agency shall conduct the opening of Financial Bids of all Bidders who submitted substantially responsive Technical Bids, publicly in the presence of Bidders' representatives who choose to attend at the address, date and time specified by the Procuring Agency. The Bidder's representatives who are present shall be requested to sign a register evidencing their attendance.

23.11 All envelopes containing Financial Bids shall be opened one at a time and the following read out and recorded:



- a) The name of the Bidder;
- b) Whether there is a modification or substitution;
- c) The Bid Prices, including any discounts and alternative offers; and
- d) Any other details as the Procuring Agency may consider appropriate.

Only Financial Bids and discounts, read out and recorded during the opening of Financial Bids shall be considered for evaluation. No Bid shall be rejected at the opening of Financial Bids.

23.12 If this Bidding Document allows Bidders to quote separate prices for different contracts, and the award to a single Bidder of multiple contracts, the methodology to determine the lowest evaluated price of the contract combinations is that which is most economical to the Procuring Agency.

25.2 Add the following paragraph at the end of this Sub-Clause.

If a Bidder does not provide clarifications of its Bid by the date and time set in the Employer's request for clarification, its bid may be rejected.

26 Deleted Sub-Clause in its entirety and substituted with the following:

Examination of Bids and Determination of Responsiveness

26.1 Prior to the detailed evaluation of bids, the Employer will determine whether each bid is substantially responsive to the requirements of the Bidding Documents.

26.2 A substantially responsive bid is the one which, (i) meets the eligibility criteria; (ii) has been properly signed; (iii) is accompanied by the required Bid Security; (iv) Includes signed Integrity Pact where required as per clause IB.35 and (v) conforms to all the terms, conditions and specifications of the Bidding Documents, without material deviation or reservation. A material deviation or reservation is one (i) which affect in any substantial way the scope, quality or performance of the Works; (ii) which limits in any substantial way, inconsistent with the Bidding Documents, the Employer's rights or the bidder's obligations under the Contract; (iii) adoption/rectification whereof would affect unfairly the competitive position of other bidders presenting substantially responsive bids. Only substantially responsive bid shall be considered for further evaluation.

26.3 If a bid is not substantially responsive, it may not subsequently be made responsive by correction or withdrawal of the non-conforming material deviation or reservation. The Employer may, however, seek confirmation/ clarification in writing which shall be responded in writing.

27.1 Delete Part (a) of Sub-Clause 27.1 in its entirety.

27.2 Add the word "Financial" after the word "Form of" in the first line.

32.1 Standard form and amount of **Performance Security** acceptable to the procuring agency:



Amount equal to 05% (Five per cent) of the Contract Price stated in the Letter of Acceptance in the form of un-conditional Bank Guarantee/pay order/demand draft from any scheduled bank in Pakistan.

33.4 **Stamp duty and Contract Agreement**

Applicable Stamp duty on Contract Price will be paid by successful bidder as stated in the Letter of Acceptance. The successful bidder has to execute the contract agreement in line with contract form and as per instructions of client.

34. **General Performance of the Bidders**

Add the following phrase at the end of this Sub-clause:

“In any condition whatsoever, Pakistan Engineering Council (PEC) regulations have to be implemented. Any bidder violating PEC regulations shall be referred to PEC for their decision”.



FORM OF TECHNICAL BID AND APPENDICES TO BID



FORM OF TECHNICAL BID

Date:

Bid Reference No: _____
(Name of Contract/Works)

UPGRADATION WORKS ON ALL STATIONS OF BRT ORANGE LINE CORRIDOR.

To:

**Director Infrastructure and Planning [Sindh Mass Transit Authority]
Transport and Mass Transit Department, Government of Sindh,
Address: House # D43/1, Shahra-e-Ghalib, Block-2, near Bilawal
Chowrangi, Clifton, .**

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders (IB) 9;
- (b) We offer to execute and complete in conformity with the Bidding Documents the following Works:
- (c) Our Bid consisting of the Technical Bid and the Financial Bid shall be valid for a period of days from the date fixed for the bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (d) As security for due performance of the under takings and obligations of our bid, we submit here with a Bid security, in the amount specified in Bidding Data Sheet, which is valid (at least) 28 days beyond validity of Bid itself.
- (e) We are not participating, as a Bidder or as a subcontractor, in more than one bid in this bidding process, other than alternative offers submitted in accordance with IB16 (as applicable).



- (f) We agree to permit the procuring agency or its representative to inspect our accounts and records and other documents relating to the bid submission and to have them audited by auditors. This permission is extended for verification of any information provided in our Technical Bid which comprises all documents enclosed herewith in accordance with IB.11.1 of the Bidding Data.

Name

In the capacity of

Signed

.....

Duly authorized to sign the Bid for and on behalf of

Date

.....

Address.....



Appendix-A to Bid

SPECIAL STIPULATIONS

Clause

Conditions of Contract

1.	The Engineer/Employer to issue variation in case of emergency.	3.1	0.5% (half percent) of the contract price stated in the Letter of Acceptance.
2.	Amount of Performance Security	4.2	05% (Five percent) of contract price stated in the Letter of Acceptance.
3.	Time for Furnishing Programme	8.3	Within 15 (fifteen) calendar days from the date of receipt of Letter of Acceptance.
4.	Time for Commencement	8.1	Within 14 (fourteen) calendar days from the date of receipt of Engineer's Notice/work order to Commence, this shall be issued within 14 (fourteen) days after signing of Contract Agreement.
5.	Time for Completion	8.2 & 10.2	120 (One hundred twenty) calendar days from the date of receipt of Engineer's Notice/work order to Commence.
6.	Amount of Liquidity Damages/Delay Damages/Penalties	8.7	0.09% of Contract Price for each day of delay in completion of the Works subject to a maximum of 10% (ten percent) of Contract Price stated in the Letter of Acceptance.
7.	Defects Liability Period	11.1	180 (One hundred eighty calendar days) from the effective date of Taking Over Certificate.
8.	Minimum amount of interim/Running payment certificate	14.2	20% (twenty percent) for first two months and 80% (eighty percent) of contract price for subsequent months.
9.	Time of Payment from delivery of Engineer's Interim/Running Payment Certificate to the procuring agency.	14.7	28 (twenty eight) calendar days



FOREIGN CURRENCY REQUIREMENTS

(NOT APPLICABLE)



**PRICE ADJUSTMENT UNDER CLAUSE 13.8
OF CONDITIONS OF CONTRACT**

A. Weightages or coefficients are used for price adjustment.

The source of indices and the weightages or coefficients for use in the adjustment formula under Clause 13.8 shall be as follows:

Cost Element	Description	Weightages	Applicable index
1	2	3	4
(i)	Fixed Portion	0.67	
(ii)	Local Labor *	0.15	Government of Pakistan (GoP) Federal Bureau of Statistics (FBS) Monthly Statistical Bulletin.
(iii)	Cement – in bags	0.05	“ “ “
(iv)	Reinforcing Steel**	0.05	“ “ “
(v)	High Speed Diesel (HSD)	0.08	“ “ “
	Total	1.00	

Notes:

- 1) The base cost indices or prices shall be those applying 28 days prior to the latest day for submission of bids. Current indices or prices shall be those applying 28 days prior to the last day of the billing period.
- 2) Any fluctuation in the indices or prices of materials other than those given above shall not be subject to adjustment of the Contract Price.
- 3) For item (iii) above, the rate of ordinary Portland cement (referred as “cement” in the said Statistical Bulletin) per bag shall be used.
- 4) For item (iv) the rate of iron bar (referred as “iron bars ½” round M.S” in the said Statistical Bulletin) per ton shall be used.
- 5) For the purpose of this clause, the rates for shall be used.

* In the weightage factor of labour, the effect of skilled, semi-skilled and unskilled labour have been taken, however, for the calculation purpose, the base and current price shall be taken from Federal Bureau of Statistics Bulletin for unskilled labour.

** The structural steel has also been included in reinforced steel weightage factor. However, the base and current price shall be taken from Federal Bureau of Statistics Bulletin for Iron bars ½” round (M.S. bars per tonne)



PROPOSED CONSTRUCTION SCHEDULE

Pursuant to Sub-Clause 8.2 of the General Conditions of Contract, the Works shall be completed on or before the date stated in Appendix-A to Bid. The bidder shall provide as Appendix-E to Bid, the Construction Schedule in the CPM showing the sequence of Work items and the period of time during which he proposes to complete each Work item in such a manner that his proposed programme for completion of the whole of the Works and parts of the Works may meet procuring agency's completion targets in days noted below and counted from the date of receipt of Engineer's Notice to Commence (Attach sheets as required for the specified form of Construction Schedule):

Description

Time for Completion

Whole Works

120 (One Hundred Twenty)
calendar days



METHOD OF PERFORMING THE WORK

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

1. Organization Chart indicating head office and field office personnel involved in management and supervision, engineering, equipment maintenance and purchasing.
2. Mobilization in Pakistan, the type of facilities including personnel accommodation, office accommodation, provision for maintenance and for storage, communications, security and other services to be used.
3. The method of executing the works, the procedures for installation of equipment and machinery and transportation of equipment and materials to the site.
4. Quality control/Quality assurance measures to be adopted including procedures to be followed for carrying out all test required under specifications.



CONSTRUCTION CAMP AND HOUSING FACILITIES

The Contractor in accordance with Clause 6 of the Conditions of Contract shall provide description of his construction camp's facilities and staff housing requirements.

The Contractor shall be responsible for pumps, electrical power, water and electrical distribution systems, and sewerage system including all fittings, pipes and other items necessary for servicing the Contractor's construction camp.

The bidder shall list or explain his plans for providing these facilities for the service of the contract as follows:

1. Site Preparation (clearing, land preparation, etc.).
2. Provision of Services.
3. Construction of Facilities
 - a) Contractor's Office. Workshop and Work Areas (areas required and proposed layout, type of construction of buildings, etc.).
 - b) Warehouses and Storage Areas (area required, type of construction and layout).
 - c) Housing and Staff Facilities (Plans for housing for proposed staff, layout, type of construction, etc.).
4. Construction Equipment Assembly and Preparation (detailed plans for carrying out this activity).
5. Other Items Proposed (Security services, etc.). The Contractor should mention here what are his proposed environmental measures for the project as per EPA rules like treatment of wastewater and water quality etc. The Contractor shall submit a detailed EMP (Environmental Management Plan) to describe how materials are removed from site and disposed off at a safe location, prevention for the contamination of ground and surface water in neighboring areas etc. including remedial measures for adoption.
6. Detail of testing Lab with testing equipment etc.



LIST OF SUBCONTRACTORS

I/We intend to subcontract the following parts of the work to subcontractors. In my/our opinion, the subcontractors named hereunder are reliable and competent to perform that part of the work for which each is listed.

Enclosed are documentation outlining experience of subcontractors, the curriculum vitae and experience of their key personnel who will be assigned to the contract, equipment to be supplied by them, size, location and type of contracts carried out in the past.

Part of Works (Give Details)	Subcontractor (With Complete Address)
1	2



**ORGANIZATION CHART
FOR THE
SUPERVISORY STAFF AND LABOUR**



FORMS

**BID SECURITY
PERFORMANCE SECURITY
CONTRACT AGREEMENT
MOBILIZATION ADVANCE GUARANTEE**



FORM OF BID SECURITY
(Bank Guarantee)

Security Executed on _____
(Date)

Name of Surety (Bank) with Address: _____
(Scheduled Bank in Pakistan)

Name of Principal (Bidder) with Address _____

Penal Sum of Security Rupees. _____ (Rs. _____)

Bid Reference No. _____

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the bid and at the request of the said Principal (Bidder) we, the Surety above named, are held and firmly bound unto _____ (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 Bidder has submitted the accompanying bid dated _____ for Bid No. _____ for _____ (Particulars of Bid) to the said Procuring Agency; and

WHEREAS, the Procuring Agency has required as a condition for considering said bid that the **bidder** furnishes a bid security in the above said sum from a Scheduled Bank in Pakistan or from a foreign bank duly counter-guaranteed by a Scheduled Bank in Pakistan, to the procuring agency, conditioned as under:

- (1) that the bid security shall remain in force up to and including the date 28 days after the deadline for validity of bids as stated in the Instructions to bidders or as it may be extended by the procuring agency, notice of which extension(s) to the Surety is hereby waived;
- (2) that the bid security of unsuccessful bidders will be returned by the procuring agency after expiry of its validity or upon signing of the Contract Agreement; and
- (3) that in the event of failure of the successful bidder to execute the proposed Contract Agreement for such work and furnish the required Performance Security, the entire said sum be paid immediately to the said procuring agency pursuant to Clause 15.6 of the Instruction to bidders for the successful bidder's failure to perform.

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

PROVIDED THAT the Surety shall forthwith pay the procuring agency, the said sum upon first written demand of the procuring agency (without cavil or argument) and without requiring the procuring agency to prove or to show grounds or reasons for such demand,



notice of which shall be sent by the procuring agency by registered post duly addressed to the Surety at its address given above.

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

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

SURETY (Bank)

WITNESS:

Signature _____

1. _____

Name _____

Title _____

Corporate Secretary (Seal)

Corporate Guarantor (Seal)

2. _____

Name, Title & Address



FORM OF PERFORMANCE SECURITY
(Bank Guarantee)

Guarantee No. _____

Executed on _____

Expiry date _____

[Letter by the Guarantor to the Procuring Agency]

Name of Guarantor (Bank) with address: _____

(Scheduled Bank in Pakistan)

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 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 49, Defects Liability, 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 which payment will be effected by the Guarantor to Procuring Agency's designated Bank & Account Number.

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

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

		<u>Guarantor (Bank)</u>
Witness:		
1. _____		Signature _____
		Name _____
_____		Title _____
Corporate Secretary (Seal)		
2. _____		

Name, Title & Address		Corporate Guarantor (Seal)



FORM OF CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT (hereinafter called the “Agreement”) made on the _____ day of _____ (month) 20____ between _____ (hereafter called the “Procuring Agency”) of the one part and _____ (hereafter 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 amounting to Rs _____ 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 Contract Agreement;
 - (b) The Letter of Acceptance;
 - (c) The completed Form of Bid;
 - (d) Special Stipulations (Appendix-A to Bid);
 - (e) The Particular Conditions of Contract – Part II;
 - (f) The General Conditions – Part I;
 - (g) The priced Bill of Quantities (Appendix-D to Bid);
 - (h) The completed Appendices to Bid (B, C, E to L);
 - (i) The Specifications.
 - (j) _____ (any other)
3. In consideration of the payments to be made by the procuring agency to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the procuring agency to execute and complete the works within **04 Months** and remedy defects therein in conformity and in all respects with the provisions of the contract.
4. Procuring agency hereby covenants to pay the Contractor, in consideration of the execution and completion of the works as per provisions of the contract, the contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.



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

Signature of the Contactor

(Seal)

Signature of Procuring Agency

(Seal)

Signed, Sealed and Delivered in the presence of:

Witness:

(Name, Title and Address)

Witness:

(Name, Title and Address)



FORM OF MOBILIZATION ADVANCE GUARANTEE

Bank Guarantee No. _____ Date _____

WHEREAS _____ (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 Rupees _____ (Rs _____) 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 mobilization advance for the performance of his obligations under the said Contract.

AND WHEREAS, _____
(Scheduled Bank in Pakistan)

(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, 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 remain in force until the advance is fully adjusted against payments from the Interim Payment Certificates of the Contractor or until _____ whichever is earlier.

(Date)

The Guarantor's liability under this Guarantee shall not in any case exceed the sum of Rupees _____ (Rs _____).

This Guarantee shall remain valid up to the aforesaid date and shall be null and void after the aforesaid date or earlier if the advance made to the Contractor is fully adjusted against payments from Interim Payment Certificates of the Contractor provided that the Guarantor agrees that the aforesaid period of validity shall be deemed to be extended if on the above mentioned date the advance payment is not fully adjusted.



GUARANTOR

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

WITNESS

- 1. _____
Corporate Secretary (Seal)

- 2. _____
(Name Title & Address) Corporate Guarantor (Seal)

NOT APPLICABLE



PART I - GENERAL CONDITIONS OF CONTRACT



Notes on the Conditions of Contract

The Conditions of Contract comprise two parts:

- (a) **Part I - General Conditions of Contract**
- (b) **Part II - Particular Conditions of Contract**

Over the years, a number of “model” General Conditions of Contract have evolved. The one used in these Standard Bidding Documents was prepared by the International Federation of Consulting Engineers (Federation International des Ingenieurs-Conseils, or FIDIC), and is commonly known as the FIDIC Conditions of Contract. (The used version is the harmonized Edition March 2006).

The FIDIC Conditions of Contract have been prepared for an ad measurement (unit price or unit rate) type of contract, and cannot be used without major modifications for other types of contract, such as lump sum, turnkey, or target cost contracts.

The standard text of the General Conditions of Contract chosen must be retained intact to facilitate its reading and interpretation by bidders and its review by the procuring agency. Any amendments and additions to the General Conditions, specific to the contract in hand, should be introduced in the Particular Conditions of Contract.

The use of standard conditions of contract for all civil works will ensure comprehensiveness of coverage, better balance of rights or obligations between procuring agency and Contractor, general acceptability of its provisions, and savings in time and cost for bid preparation and review, leading to more economic prices.

The FIDIC Conditions of Contract are copyrighted and may not be copied, faxed, or reproduced. Without taking any responsibility of its being accurate, Pakistan Engineering Council with prior consent of FIDIC Secretariat, has reproduced herein the FIDIC General Conditions of Contract for reference purpose only which cannot be used by the users for preparing their bidding documents. The bidding document may include a purchased copy, the cost of which can be retrieved as part of the selling price of the bidding document. Alternatively, the FIDIC Conditions of Contract can be referred to in the bidding documents, and the bidders are advised to obtain copies directly from FIDIC.*

The successful Bidder after award of work shall have to provide one (01) original copy of the said FIDIC Conditions of Contract to be obtained from publishers for incorporation in the Contract Agreement.

* Add the following text if the bidding documents, as issued, do not include a copy:

“Copies of the FIDIC Conditions of Contract can be obtained from:

To request such permission please contact:

FIDIC CASE POSTALE, CH-1215 Switzerland;

Tel. +41 22 799 49 00;

Fax; +41 22 799 49 01

E-mail: fidic@fidic.org.



Conditions of Contract for CONSTRUCTION

FOR BUILDING AND ENGINEERING
WORKS DESIGNED BY THE EMPLOYER

Multilateral Development Bank Harmonized Edition
March 2006

General Conditions

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FEDERATION INTERNATIONALE DES INGENIEURS-CONSEILS
INTERNATIONAL FEDERATION OF CONSULTING ENGINEERS
INTERNATIONALE VEREINIGUNG BERATENDER INGENIEURE
FEDERACION INTERNACIONAL DE INGENIEROS CONSULTORES

IF I DIC



PART II - PARTICULAR CONDITIONS OF CONTRACT



PART II - PARTICULAR CONDITIONS OF CONTRACT

1.1 Definitions

Second line, delete the word “Parts A and B”

1.1.1.4 “Form of Bid” is synonymous with “Letter of Tender”.

1.1.1.4 “Bid” is synonymous with “Tender”.

1.1.1.10 *Delete the word “Part A of the”.*

The following paragraph is added:

1.1.1.11 “Programme” means the programme to be submitted by the Contractor in accordance with Sub-Clause 8.3 and any approved revisions thereto.

1.1.2.2 “Employer” is synonymous with “Procuring Agency”

1.1.2.4 “Engineer” will act as Employer.

1.1.2.9 “DB” is synonymous with “Committee”.

1.1.3.1 Replace 28 days by 7 days in LCB and 15 days in ICB.

1.1.3.7 “Defects notification Period” is synonymous with “Defects liability Period”.

1.3 Communications

Add the following addresses at the end of this sub-Clause:

Name and address of the Procuring Agency:

Director, Infrastructure and Planning [Sindh Mass Transit Authority]
Transport and Mass Transit Department, Government of Sindh,
Address: House # D-43/1, Block-2 ,scheme-5,Kehkashan ,Clifton .

Name and address of the Engineer:

To be informed at later stage



1.4 Law and Language

The Contract shall be subject to the Laws of Islamic Republic of Pakistan.
The Contract Documents shall be drawn up in the English language.
The language for communication shall be English.

1.5 Priority of Documents

The documents listed at (a) to (i) of the Sub-Clause are deleted in its entirety and substituted with the following:

- (1) The Contract Agreement (if completed);
- (2) The Letter of Acceptance;
- (3) The completed Form of Bid;
- (4) Special Stipulations (Appendix-A to Bid);
- (5) Part II -The Particular Conditions of Contract;
- (6) Part I - The General Conditions;
- (7) The priced Bill of Quantities (Appendix-D to Bid);
- (8) The completed Appendices to Bid (B, C, E to L);
- (9) The Specifications;
- (10) Any other documents

In case of discrepancies between drawings, those of larger scale shall govern unless they are superseded by a drawing of later date regardless of scale. All Drawings and Specifications shall be interpreted in conformity with the Contract and these Conditions. Addendum, if any, shall be deemed to have been incorporated at the appropriate places in the documents forming the Contract.

If an ambiguity or discrepancy is found in the documents, the Engineer shall issue any necessary clarification or instruction.

1.6 Contract Agreement

Read “Contractor” in place of “Employer” occurring in last line of the Sub-Clause 1.6.

1.15 Inspections and Audit by the Bank

Delete this Sub-Clause in its entirety.

2.4 Employer’s Financial Arrangements

Delete this Sub-Clause in its entirety.



3.1 Employer's Duties and Authority.

The following paragraph is added at the end of first paragraph:

Procuring agency shall ensure that the Engineer's Representative/Staff is a registered / professional engineer as defined in the Pakistan Engineering Council Act 1975 (V of 1976).

4.1 Contractor's General Obligation

The third para is deleted in its entirety.

4.2 Performance Security

The first, fourth and fifth paras are deleted in its entirety and replaced the first para with the following text:

The Contractor shall obtain (at his cost) a Performance Security for proper performance. The Performance Security shall be of an amount equal to 10% of the Contract Price (in Pak Rupees) stated in the Letter of Acceptance. Such Security shall, at the option of the bidder, be in the form of Pay-order or demand draft or a **Bank Guarantee** from any Scheduled Bank in Pakistan or endorsed by the Head/Regional office of the respective bank located in Pakistan in the name of the Employer.

4.3 Contractor's Representative

The following text is to be added after last line:

The Contractor's authorized representative and his other professional engineers working at site shall register themselves with the Pakistan Engineering Council.

4.8 Safety Procedures

The following text is to be added at the end of this Sub-Clause:

In order to provide for the safety, health and welfare of persons, and for prevention of damage of any kind, all operations for the purposes of or in connection with the Contract shall be carried out in compliance with the Safety Requirements of the Government of Pakistan with such modifications thereto as the Engineer may authorise or direct and the Contractor shall take or cause to be taken such further measures and comply with such further requirements as the Engineer may determine to be reasonably necessary for such purpose.



The Contractor shall make, maintain and submit reports to the Engineer concerning safety, health and welfare of persons and damage to property, as the Engineer may from time to time prescribe.

4.20 Employer's Equipment and Free-Issue Materials

This sub-Clause is deleted in its entirety.

6.7 Health and Safety

The fourth, fifth & sixth paragraphs are deleted in its entirety.

6.10 Records of Contractor's Personnel and Equipment

The following paragraph is added:

The Contractor shall, upon request by the Engineer at any time in relation to any item of hired Contractor's Equipment, forthwith notify the Engineer in writing the name and address of the Owner of the equipment and shall certify that the agreement for the hire thereof contains a provision in accordance with the requirements set forth above.

The following sub-clause 7.9 is added:

7.9 Use of Pakistani Materials and Services

The Contractor shall, so far as may be consistent with the contract, make the maximum use of materials, supplies, plant and equipment indigenous to or produced or fabricated in Pakistan and services, available in Pakistan provided such materials, supplies, plant, equipment and services shall be of required standard.

8.1 Commencement of Works

Sub-para (b) is deleted in its entirety.

The last para is deleted and substituted with the following:

The Contractor shall commence the works on site within the period named in Appendix-A to Bid from the date of receipt by him from the Engineer of a written Notice to Commence. Thereafter, the Contractor shall proceed with the works with due expedition and without delay.

8.3 Program

The following text is to be added after [Commencement of Works]



The program shall be submitted in the form of:

a) Critical Path Method (CPM) identifying the critical path/activities.

13.1 Right to vary

In the last line, after the word "Variation", the word "in writing" is added.

13.3 Variation procedure

*In the tenth line, after the words "as soon as practicable" following is added:
"and within a period not exceeding one-tenth of the completion time"*

13.4 Payment in Applicable Currencies

All the payments shall be in Pak Rupees.

13.8 Adjustment for changes in cost

This Sub-clause is deleted in its entirety and substituted with the following:

The amounts payable to the Contractor, pursuant to Sub-Clause 14.1, shall be adjusted in respect of the rise or fall in the cost of labour, materials, and other inputs to the Works, by applying to such amount the formula prescribed in this Sub-Clause.

(a) Other Changes in Cost

To the extent that full compensation for any rise or fall in costs to the Contractor is not covered by the provisions of this or other Clauses in the Contract, the unit rates and prices included in the Contract shall be deemed to include amounts to cover the contingency of such other rise or fall of costs.

(b) Adjustment Formula

(c)(c)

The adjustment to the monthly statements in respect of changes in cost shall be determined from the following formula:-



$$P_n = A + b \frac{L_n}{L_o} + c \frac{M_n}{M_o} + d \frac{E_n}{E_o} + \dots$$

Where:

P_n is a price adjustment factor to be applied to the amount for the payment of the work carried out in the subject month, determined in accordance with the value of the Permanent Works executed subject to adjustment;

A is a constant, specified in Appendix-C to Bid, representing the nonadjustable portion in contractual payments;

b , c , d , etc., are weightages or coefficients representing the estimated proportion of each cost element (labour, cement and reinforcing steel etc.) in the Works or Sections thereof, the sum of A , b , c , d , etc., shall be one;

L_n , M_n , E_n , etc., are the current cost indices or reference prices of the cost elements for month “ n ”, determined pursuant to Sub-Clause 13.8(d), applicable to each cost element; and

L_o , M_o , E_o , etc., are the base cost indices or reference prices corresponding to the above cost elements at the date specified in Sub-Clause 13.8(d).

(c) Sources of Indices/Prices and Weightages

The sources of indices/price shall be those listed in Appendix-C to Bid, as approved by the Engineer. As the proposed basis for price adjustment, the Contractor shall have submitted with his bid the tabulation of Weightages and Source of Indices/Prices if different than those given in Appendix-C to Bid, which shall be subject to approval by the Engineer.

(d) Base, Current, and Provisional Indices/Prices

The base cost indices or prices shall be those prevailing on the day 28 days prior to the latest date for submission of bids. Current indices or prices shall be those prevailing on the day 28 days prior to the last day of the period to which a particular monthly statement is related. If at any time the current indices or prices are not available, provisional indices or prices as determined by the Engineer will be used, subject to subsequent correction of the amounts paid to the Contractor when the current indices or prices become available.

(e) Adjustment after Completion

If the Contractor fails to complete the Works within the Time for Completion prescribed under Sub-Clause 8.2, adjustment of prices thereafter until the date of completion of the Works shall be made using either the indices or



prices relating to the prescribed time for completion, or the current indices or prices, whichever is more favorable to the Employer, provided that if an extension of time is granted pursuant to Sub-Clause 8.4, the above provision shall apply only to adjustments made after the expiry of such extension of time.

(f) Weightages

The weightages for each of the factors of cost given in Appendix-C to Bid shall be adjusted if, in the opinion of the Engineer, they have been rendered unreasonable, unbalanced, or inapplicable as a result of varied or additional work executed or instructed under Clause 13. Such adjustment(s) shall have to be agreed in the variation order.

14.1 The Contract Price

In the first line of Sub-para (b) after the text “pay all taxes” substitute the following text:

“including Sindh Sales Tax (SST) on Construction Services”.

Sub-para (d) is deleted.

14.2 Advance Payment

This sub-Clause is deleted in its entirety and substituted with following:

Advance Payment/Mobilization Advance shall be made available to the Contractor by the procuring agency on following conditions:

Mobilization Advance/Advance Payment

- (i) An **interest free** Mobilization advance up to 10 % of the Contract Price may be paid by the procuring agency to the Contractor on following conditions:
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**, acceptable to the procuring agency;
- (ii) This Advance shall be recovered in equal installments from the 2nd Interim Payment Certificate (IPC) thereon shall be recovered from each IPC and the balance together be recovered before the stipulated completion date of work.



14.7 Payment

This sub-Clause is deleted in its entirety and substituted with the following:

The Procuring Agency shall pay to the Contractor:

- (a) 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 8.7, be paid by the Procuring Agency to the Contractor within 30 days after such Interim Payment Certificate has been delivered to the Procuring Agency, or, in the case of the Final Certificate referred to in Sub Clause 14.13, within 30 days after such Final Payment Certificate has been delivered to the Procuring Agency; Provided that the Interim Payment shall be caused in 42 days and Final Payment in 56 days in case of foreign funded project. The provisions of this Sub-Clause are without prejudice to the Contractor's entitlement under Clause 16.

14.8 Delayed Payment

This sub-Clause is deleted in its entirety.

14.15 Currencies of Payment

This sub-Clause is deleted in its entirety.

15.2 Termination by Employer

The following Para is added at the end of the sub-clause:

Provided further, that in addition to the action taken by the procuring agency against the Contractor under this Sub-Clause, the procuring agency may also refer the case of default of the Contractor to Pakistan Engineering Council for punitive action under the Construction and Operation of Engineering Works Bye-Laws 1987, as amended from time to time.

15.6 Corrupt and fraudulent Practices

This sub-Clause is deleted in its entirety and substituted with following:

If the Procuring Agency determines that the Contractor has engaged in



corrupt, fraudulent, collusive or coercive practices, in competing for or in executing the Contract, then the Procuring Agency may, after giving 14 days notice to the Contractor, terminate the Contractor's employment under the Contract and expel him from the Site, and the provisions of Clause 15 shall apply as if such expulsion had been made under Sub-Clause 15.2.

Should any employee of the Contractor be determined to have engaged in corrupt, fraudulent or coercive practice during the execution of the work then that employee shall be removed in accordance with Sub-Clause 6.9.

If the Contractor or any of his Subcontractors, agents or servants is found to have violated or involved in violation of the Integrity Pact signed by the Contractor as Appendix-L 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 Subcontractors, 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 Subcontractors, agents or servants.

The termination under sub-para (b) of this Sub-Clause shall proceed in the manner prescribed under Sub-Clauses 15.2 & 15.5 and the payment under Sub-Clause 15.4 shall be made after having deducted the amounts due to the procuring agency under Sub-Para (a) and (c) of this Sub-Clause.

16.4 Payment on Termination

Sub-paragraph (c) is deleted.

17.3 Employer's/ Procuring Agency's Risks

Sub-Clause 17.3 (h) is deleted.

18.1 General Requirements for Insurances

The following text is added in this Sub-Clause:

The Contractor shall be obliged to place all insurances relating to the contract (including, but not limited to, the insurances referred to in Sub-



Clauses 18.1,18.2,18.3,18.4) with Insurance Company having at least AA rating from PACRA/JCR in favor of the Employer/Procuring Agency valid for a period 28 days after beyond the Bid Validity date. Costs of such insurances shall be borne by the Contractor.

19.6 Optional Termination, Payment and Release

Sub-clauses (c), (d) and (e) are deleted.

20.2 Appointment of the Dispute Board

The second line of first paragraph is deleted and replaced with the following:

The parties shall appoint a DB within 15 days after arising of dispute.

20.3 Failure to Agree on the Composition of the Dispute Board

The appointing entity or official shall be “Sindh Mass Transit Authority (SMTA), GoS”.

20.6 Arbitration

This sub-Clause is deleted in its entirety and substituted with the following:

Any dispute in respect of which:

- (a) the decision, of the Dispute Board has not become final and binding pursuant to Sub- Clause 20.2, and`
- (b) amicable settlement has not been reached within the period stated in Sub-Clause 20.5, shall be finally settled, under the provisions of the Arbitration Act, 1940 as amended or any statutory modification/Rules of Conciliation And Arbitration PEC Islamabad or re-enactment thereof for the time being in force.

The place of arbitration shall be , in Sindh Province, Islamic Republic of Pakistan.



FORM OF FINANCIAL BID AND APPENDICES TO BID BILL OF QUANTITIES



FORM OF FINANCIAL BID

Date:

Bid Reference No: _____
(Name of Contract/Works)

UPGRADATION WORKS ON ALL STATIONS OF BRT ORANGE LINE CORRIDOR.

To:

Director (Infrastructure and Planning)
Sindh Mass Transit Authority
Transport and Mass Transit Department, Government of Sindh,
Address: D43/1, Shahra-e-Ghalib, Block-2, near Bilawal
Chowrangi, Clifton, .

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders (IB)9;
- (b) The total price of our Bid, excluding any discounts offered in item (c) below is:
- (c) The discounts offered and the methodology for their application are:
- (d) Our Bid shall be valid for a period of days from the date fixed for the bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (e) If our Bid is accepted, we commit to obtain a performance security in accordance with the Bidding Documents;
- (f) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed and we do hereby declare that the Bid is made without any collusion, comparison of figures or arrangement with any other bidder for the Works.
- (g) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.
- (h) We agree to permit Employer or its representative to inspect our accounts and records and other documents relating to the bid submission and to have them audited by auditors. This permission is extended for verification of any information provided in



our Technical Bid which comprises all documents enclosed herewith in accordance with IB.11.1 of the Bidding Data.

- (i) If awarded the contract, the person named below shall act as Contractor's Representative.

Name

In the capacity of

Signed

Duly authorized to sign the Bid for and on behalf of

Date

Address.....



BILL OF QUANTITIES

- A. Detailed Bill of Quantities is attached with this document.**



BILL OF QUANTITIES

B. Day work Schedule

We understand and agree that for execution of any work on the basis of Day work the written order of the Engineer is required.

The Contractor will be paid for work in respect of which he is directed by written order of the Engineer to perform as Day work, on the basis and at the rates and prices set forth herein.

- (1) The above hourly rates include percentage addition of 45% to cover the Contractor's profit, overhead charges, superintendence and insurance; all allowances of workmen and other clerical and office work, the use, repair and sharpening of tools, the use of consumable stores and electrical power; the use of non-mechanical plant and scaffolding, the use of water, lighting and appliances of all descriptions; supervision by Contractor's staff, foremen, gangers, and all other incidental charges whatsoever.
- (2) The Contractor shall carry out all Day Work, within normal working hours unless the Engineer has given written approval to the contrary. Payment of workmen employed on Day Work performed outside normal working hours will be made at overtime rate only if the Engineer has given such approval. Rate for overtime shall be the rate indicated above plus 50% increase for overtime work.



Materials:

Materials to be supplied for Day work which are actually incorporated into the Works shall be paid for at the invoiced price for locally procured materials of local or foreign origin delivered to Site plus surcharge of 30% for cartage and handling from source to site, wastage and Contractor's overhead and profit.

Any payment made for Day work shall be final.

Plant:

Any plant used for Day work shall be charged at the hire rates entered by us in Appendix "G" to the Form of Tender or if not listed herein, at comparable rates.

The hire rate of construction plant and equipment entered in Appendix 'G' shall be applicable only for work done on the basis of Day work provisions.



Appendix-J to Bid

ESTIMATED PROGRESS PAYMENTS

Bidder's estimate of the value of Work which would be executed by him during each of the periods stated below, based on his Programme of the Works and the Rates in the Bill of Quantities, expressed in Pakistani Rupees:

Month/Quarter/ Year	Amounts (in thousands)
1	2
1st Month	
2 nd Month	
3 rd Month	
4 th Month	
Bid Price	



(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, GoS 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 GoS 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 GoS under any law, contract or other instrument, be voidable at the option of GoS.

Notwithstanding any rights and remedies exercised by GoS in this regard, [name of Supplier/Contractor/Consultant] agrees to indemnify GoS for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoS in an amount equivalent to ten times 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 GoS.

.....
[Procuring Agency]

.....
[Contractor]



BILL OF QUANTITIES



BILL OF QUANTITIES

Preamble

1. The Bill of Quantities shall be read in conjunction with the Conditions of Contract, Specifications and Drawings.
2. The quantities given in the Bill of Quantities are estimated and provisional, and are given to provide a common basis for bidding. The basis of payment will be the actual quantities of work executed and measured by the Contractor and verified by the Engineer and valued at the rates and prices entered in the priced Bill of Quantities, where applicable, and otherwise at such rates and prices as the Engineer may fix as per the Contract (in case of item not mentioned in Bill of Quantities).
3. The rates and prices entered in the priced Bill of Quantities shall, except insofar as it is otherwise provided under the contract include all costs of Contractor's plant, labour, supervision, materials, execution, insurance, profit, taxes excluding Sindh Sales Tax (SST) on Construction Services and duties, together with all general risks, liabilities and obligations set out or implied in the contract. Furthermore all duties, taxes and other levies payable by the Contractor under the contract, or for any other cause, as on the date 14 days prior to deadline for submission of Bids in case of ICB/NCB respectively, shall be included in the rates and prices and the total bid price submitted by the bidder.
4. A rate or price shall be entered against each item in the priced Bill of Quantities, whether quantities are stated or not. The cost of items against which the Contractor will have failed to enter a rate or price shall be deemed to be covered by other rates and prices entered in the Bill of Quantities and shall not be paid separately.
5. The whole cost of complying with the provisions of the Contract shall be included in the items provided in the priced Bill of Quantities, 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.
6. General directions and description of work and materials are not necessarily repeated nor summarized in the Bill of Quantities. References to the relevant sections of the bidding documents shall be made before entering prices against each item in the priced Bill of Quantities.
7. Provisional sums included and so designated in the Bill of Quantities shall be expended in whole or in part at the direction and discretion of the Engineer in accordance with sub-clause 13.5 of Part I, General Conditions of Contract.



Sindh Mass Transit Authority (SMTA)
Transport and Mass Transit Department, Government of Sindh

UPGRADATION WORKS ON ALL STATIONS OF BRT ORANGE LINE CORRIDOR.

BILL OF QUANTITIES

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Sindh Mass Transit Authority (SMTA)
Transport and Mass Transit Department, Government of Sindh

UPGRADATION WORKS ON ALL STATIONS OF BRT ORANGE LINE CORRIDOR.

SUMMARY OF COST

S. NO.	DESCRIPTION OF WORKS	AMOUNT IN PAK. RUPEES	
		SCHEDULE AND NON-SCHEDULE	ITEMS

Description of Work	Schedule Item	Non-Schedule Items	Total
Station 1 (A)	_____	_____	_____
Station 2 (B)	_____	_____	_____
Station 3 (C)	_____	_____	_____
Station 4 (D)	_____	_____	_____

Total Bid Cost (A+B+C+D) including all applicable Taxes



Sindh Mass Transit Authority (SMTA)
Transport and Mass Transit Department, Government of Sindh
BILL OF QUANTITIES
BASED ON NHA COMPOSITE SCHEDULE OF RATES 2022 & SINDH CSR 2024
Upgradation Works on all stations of BRT Orange Line Corridor
Station No.1 TMA Office

Sr. No	Schedule/NSI	Description of Item	Unit	Qty	Rate	Amount (PKR)
1	Schedule 2024 chapter 11 S.No 29/a&b P/64	Preparing Surface and Painting With Emulsion Paint. (a) First Coat.(b) 2nd Coat and subsequent coat. (For jersey barrier)	RFT	10288	54.24	557,994.00
2	Schedule 2024 chapter 9 S.No 38 a&b P/54	A 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 approved make. 2nd & subsequent coat. (External)	SFT	2048	62.98	128,983.04
			TOTAL			686,977.04
1	NSI	Providing and applying epoxy paint system on road side steel fence including surface preparation, one coat of epoxy primer and two coats of epoxy paint , complete in all respects, as per approved specifications, drawings, directions of the Engineer, and relevant ASTM standards .	SFT	78,646		
2	NSI	PAINTING TWO COATS WITH SYNTHETIC ENAMEL PAINT FOR STANDARD POLE OR MAST ARM POLE AS PER DRAWING	Nos	48		
			TOTAL			



Sindh Mass Transit Authority (SMTA)
Transport and Mass Transit Department, Government of Sindh
BILL OF QUANTITIES
 BASED ON NHA COMPOSITE SCHEDULE OF RATES 2022 & SINDH CSR 2024
Upgradation Works on all stations of BRT Orange Line Corridor
Station No.2 Ponay Panch

Sr. No	Schedule/NSI	Description of Item	Unit	Qty	Rate	Amount (PKR)
1	Schedule 2024 chapter 9 S.No 36 a&b P/54	A Preparing th surface and painting with matt finish 1/c rubbing the surface with Bathy (silicon carbide rubbing brick)filling the voids with zink /chalk /plaster of Paris mixture applying ist coat premix, making the surface smooth and then painting 3 coats with matt finish of approved make etc complete (new surface) B) 2nd & subsequent coat (Internal)	SFT	2891	75.05	216,969.55
2	Schedule 2024 chapter 9 S.No 38 a&b P/54	A 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 approved make. 2nd & subsequent coat. (External)	SFT	2900	63.98	185,542.00
3	Schedule 2024 chapter 11 S.No 5/d P/63	Preparing surface and painting guard bars gates, iron bars grating, railings (including standard braces etc) and similar open work. (1) Priming coat (11) Each Subsequent Coat	SFT	4150	16.88	70,052.00
4	Schedule 2024 chapter 11 S.No 4/d P/62	(d) Painting guard bars, gates iron bars grating railing including standard braces (etc) and similar open work. (1) First coat (2) Each subsequent coat	SFT	5188	13.85	71,846.88
5	Schedule 2024 chapter 8 S.No 40 P/54	Preparing the surface and painting with plastic emulsion paint of approved make I/c rubbing the filling the voids with chalk/ plaster of paris and then painting etc. complete. A Three Coat (For kerb block)	RFT	10673	38.71	413,151.83
6	Schedule 2024 chapter 11 S.No 29/a&b P/64	Preparing Surface and Painting With Emulsion Paint. (a) First Coat.(b) 2nd Coat and subsequent coat. (For jersey barrier)	RFT	211	54.24	11,444.64
7	Schedule 2024 chapter 9 S.No 38 a&b P/54	A 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 approved make. 2nd & subsequent coat. (for fence coloumns)	SFT	15616	62.98	983,495.68
			TOTAL			1,952,502.58
8	NSI	Providing and applying epoxy paint system on road side steel fence including surface preparation, one coat of epoxy primer and two coats of epoxy paint , complete in all respects, as per approved specifications, drawings, directions of the Engineer, and relevant ASTM standards .	SFT	40207		
9	NSI	PAINTING TWO COATS WITH SYNTHTIC ENAMEL PAINT FOR STANDARD POLE OR MAST ARM POLE AS PER DRAWING	Nos	44		
			TOTAL			





حکومت سندھ

سندھ ماس ٽرانزٽ اٿارٽي

ٽرانسپورٽ اينڊ ماس ٽرانزٽ ڊپارٽمينٽ



درستگي

- بي آر ٽي اورنج لائين جي سڀني اسٽيشنن تي اپگرديشن
 - بي آر ٽي اورنج لائين جي سڀني اسٽيشنن تي اليڪٽريڪل ۽ مڪينيڪل ڪم
- هي ٽينڊر (NIT) روزاني ڊان، جنگ ۽ ڪاوش و 21 فيبروري 2026 تي هن نمبر: INF/KRY/0666/2026 سان شايع ٿيو هو
1. ٽينڊر جاري ٿيڻ جي تاريخ وڌائي وئي آهي ۽ نئون تاريخون هيٺين ريت هونديون:
 2. هاڻي ٽينڊر جا دستاويز لکت و درخواست جمع ڪرائڻ کانپوءِ 03-03-2026 کان 17-03-2026 تائين هيٺ ڏنل ائڊريس تان حاصل ڪري سگهجن ٿا. ساڳيا دستاويز SPPRA جي ويب سائيٽ (EPAD System) تان ڏائون لوڊ ۽ جمع ڪرائي سگهجن ٿا.
 3. جڏهن ته ڪم جو پورو تفصيل ۽ سڀني صورتن و هيا شرط ۽ ضابطا (ToRs) ٻولي واري دستاويزن و ڏنا ويا آهن
 4. ٽينڊر جي موت نه ٿي ڏني وڃي ته ٽينڊر 18-03-2026 کان 01-04-2026 تائين بيهڻ جاري ڪيا ويندا. سڀني گهريل دستاويزن تي ٻڌل ٻوليون 01-04-2026 تي منجهند جو 3:00 وڳي يا ان کان اڳ و پهچي وڃڻ گهرجن ٻوليون ان ئي ڏينهن منجهند جو 3:30 وڳي ٻوليون وينديون
 5. هيا شرط ۽ ضابطا ساڳيا هوندا.

پتو:

(ڊائريڪٽر)

انفراسٽرڪچر اينڊ پلاننگ

سندھ ماس ٽرانزٽ اٿارٽي، حڪومت سندھ

آفيس، D-43/1 شاهراهه غالب، بلاڪ 2، ڪلفٽن.

نزد بلاول چورنگي، ڪراچي

فون: 021-99332207-8

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INF/KRY/0829/2026





GOVERNMENT OF SINDH



SINDH MASS TRANSIT AUTHORITY

TRANSPORT & MASS TRANSIT DEPARTMENT

CORRIGENDUM

Upgradation Works on all stations of BRT Orange Line.

Electrical & Mechanical Works on all stations of BRT Orange Line.

The NIT was published in Daily Dawn, Daily Jang and Daily Kawish on dated 21-02-2026 vide No. INF/KRY/0666/2026.

1. The tender issuance date has been extended and new dates are as under:
2. Now the documents may be purchased from the following address on submission of a written application from 03-03-2026 to 17-03-2026. The same document may be downloaded and submitted from SPPRA, website (EPAD System). However, detail scope of work and other Terms & Conditions (ToRs) including all criteria are provided in the bidding document.
3. Bids will be opened on 17-03-2026 at 03:30 p.m.
4. In case of any reasons, if tenders are not responded to by the above date, the tenders will be reissued from 18-03-2026 to 01-04-2026. The Bids, comprising all the required documents, shall be delivered on or before 01-04-2026 till 03:00 p.m. The bids shall be opened on the same day at 03:30 pm.
5. Other terms and condition shall remain same.

(DIRECTOR)

Infrastructure and Planning

Sindh Mass Transit Authority

Govt

Office D-43/

Clifton, near I

Phone

iwor

INFORM





South
Mass Transit
Authority

حکومت سندھ

سندھ ماس ٹرانزٹ اتھارٹی

ٹرانسپورٹ اینڈ ماس ٹرانزٹ ڈیپارٹمنٹ



تصحیح

- ٹی آر ٹی اور ٹی لائن کے تمام اسٹیشنوں پر اپ گریڈیشن ورکس
- ٹی آر ٹی اور ٹی لائن کے تمام اسٹیشنوں پر ایکٹریکٹل اور میٹریکٹل ورکس

مذکورہ NIT ڈیلی ڈائن اور روزنامہ جنگ اور روزنامہ کاوش میں مورخہ 21-02-2026 بحوالہ نمبر INF/KRY/0666/2026 شائع ہوا۔

1. ٹینڈر جاری کرنے کی تاریخ میں توسیع کر دی گئی ہے اور نئی تاریخیں حسب ذیل ہیں:
2. اپ ڈیٹاویزات درج ذیل پتے سے 03-03-2026 سے 17-03-2026 تک تحریری درخواست جمع کرانے پر خریدی جاسکتی ہیں۔ اسی دستاویز کو SPPRA ویب سائٹ (EPAD System) سے ڈاؤن لوڈ اور جمع کیا جاسکتا ہے۔ تاہم کام کا تفصیلی دائرہ کار اور دیگر شرائط و ضوابط (TORS) بشمول تمام معیارات یوٹی ویسٹاویز میں فراہم کیے گئے ہیں۔
3. یولیاں 17-03-2026 کو سہ پہر 03:30 بجے کھولی جائیں گی۔
4. اگر کسی بھی وجہ سے مذکورہ تاریخ تک ٹینڈرز کا جواب نہیں دیا جاتا ہے تو ٹینڈرز 18-03-2026 سے 01-04-2026 کو دوبارہ جاری کیے جائیں گے۔ تمام مظلوم دستاویزات پر مشتمل یولیاں 01-04-2026 کو 03:00 بجے یا اس سے قبل پہنچی جانی چاہیے۔ یولیاں اسی دن سہ پہر 3:30 بجے کھولی جائیں گی۔
5. دیگر شرائط و ضوابط وہی رہیں گے۔

(ڈائریکٹر)

انفراسٹرکچر اینڈ پلاننگ

سندھ ماس ٹرانزٹ اتھارٹی، حکومت سندھ

ب۔ ایاک 2، کھٹن،

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INF/KRY/0829/2026



GOVERNMENT OF SINDH

SINDH MASS TRANSIT AUTHORITY

TRANSPORT & MASS TRANSIT DEPARTMENT

NOTICE INVITING TENDER

The Sindh Mass Transit Authority (SMTA) Government of Sindh invites sealed bids from interested reputed companies for 1- Upgradation works on all stations of BRT Orange Line Corridor 2- Electrical & Mechanical works on all stations of BRT Orange Line Corridor as per SPPRA Rules under Single Stage Two Envelope Procedure through EPAD System.

The Bidder shall be registered in Federal Board of Revenue (FBR) as an active tax payer and from other relevant tax authorities if applicable.

Financial bids of only Technically qualified Bidders shall be opened. However, Financial Bids of technically disqualified bidders shall be returned un-opened. The date and time of opening of financial bids shall be communicated later.

Sl. No.	Title of Work	Estimated Cost	Bid Security	Dead line for submission of bids	Technical bid opening Date and time	Tender fee (non-refundable)
01	Upgradation Works on all Stations of BRT Orange Line	80 M	1.5 M	11-03-2026 by 03:00 pm	11-03-2026 at 03:30 pm	PKR 1000/-
02	Electrical & Mechanical Works on all Stations of BRT Orange Line	70 M	1.5 M	11-03-2026 by 03:00 pm	11-03-2026 at 03:30 pm	PKR 1000/-

- The tender documents may be purchased from the following address on submission of a written application from 24-02-2026 to 11-03-2026. The same document may be downloaded and submitted from SPPRA, website (EPAD System). However, detail scope of work and other Terms & Conditions (ToRs) including all criteria are provided in the bidding document.
- Tender document's fee and bid security shall be, in the form of pay order, in favor of Sindh Mass Transit Authority; however the pay order for Bid Security and tender fees must be submitted physically with bids at address given below.
- Bids received after specified date and time shall not be entertained.
- The SMTA, reserves the right to reject all or any bid as per the relevant provisions of Sindh Public Procurement Rules 2010, (Amended time to time)
- In case of holiday, bids will be submitted/ opened on next working day.
- In case of any reasons, if tenders are not responded to by the above date, the tenders will be reissued from 12-03-2026 to 27-03-2026. The Bids, comprising all the required documents, shall be delivered on or before 27-03-2026 till 03:00 p.m. The bids shall be opened on the same day at 03:30 pm.

ADDRESS:

Director, Infrastructure & Planning
[Sindh Mass Transit Authority],

Government of Sindh,

Office D-43/1, Shahra-e-Ghalib, Block 2, Clifton,
near Bilawal Chowrangi, Karachi,

Phone: 021-99332207-8.

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ٽينڊر گھراڻي لاءِ نوٽيس

سندھ ماس ٽرانزٽ اتھارٽي (SMTA)، حڪومت سندھ، دلچسپي رکندڙ معتبر ڪمپنين کان 1. بي آر ٽي اورينج لائين ڪوريدور جي سڀني اسٽيشنن تي اپگرېڊيشن جي ڪم 2. بي آر ٽي اورينج لائين ڪوريدور جي سڀني اسٽيشنن تي اليڪٽريڪل ۽ مڪينيڪل ڪم لاءِ SPPRA جي قاعدن مطابق سنگل اسٽيج ٽو اينوئلڊ پروسيجر تحت EPAD سسٽم ذريعي مهر بند ٻوليون گھرايون آهن. ٻولي ڏيندڙ لازمي طور فيڊرل بورڊ آف روئيو (FBR) وٽ فعال ٽيڪس ادا ڪندڙ طور رجسٽرڊ هجڻ يا ڪن ٻين لاڳاپيل ٽيڪس اختيارين وٽ جيڪڏهن لاڳو هجن.

رڳو ٽيڪنيڪلي طور قابل قرار ڏنل ٻولي ڏيندڙن جون مالي ٻوليون ڪوليون وينديون غير ٽيڪنيڪل ٻوليون ڪولڻ کان سواءِ واپس ڪيون وينديون. مالياتي ٻولين جي ڪلڻ جي تاريخ ۽ وقت بابت بعد ۾ ٻڌايو ويندو.

سريبل نمبر	ڪم جو تفصيل	اندازو لاکھ	ٻولي جي سيڪيورٽي	ٻوليون جمع ڪرائڻ جي آخري تاريخ	ٽيڪنيڪل ٻولين جي ڪلڻ جي تاريخ ۽ وقت	ٽينڊر في (ناقابل واپس)
01	بي آر ٽي اورينج لائين ڪوريدور جي سڀني اسٽيشنن تي اپگرېڊيشن	80 ملين	1.5 ملين	11-03-2026	11-03-2026 منجهند 3:00 وڳي تائين	3000/- رپيا
02	بي آر ٽي اورينج لائين ڪوريدور جي سڀني اسٽيشنن تي اليڪٽريڪل ۽ مڪينيڪل ڪم	70 ملين	1.5 ملين	11-03-2026	11-03-2026 منجهند 3:00 وڳي تائين	3000/- رپيا

- ٽينڊر دستاويز 2026-02-24 کان 2026-03-11 تائين هيٺ ڏنل پتي تان لکت ۾ درخواست ڏئي حاصل ڪري سگهجن ٿا يا ساڳيا دستاويز SPPRA ويب سائيٽ (EPAD SYSTEM) تان ڊائونلوڊ ڪري سگهجن ٿا. جڏهن ته ڪم جو پورو تفصيل ۽ سڀني صورتن ۾ ٻيا شرط ۽ ضابطا (ToRs) ٻولي واري دستاويزن ۾ ڏنا ويا آهن.
- ٽينڊر دستاويزن جي في ۽ ٻولي جي سيڪيورٽي رقم بي آرڊر جي صورت ۾ "Sindh Mass Transit Authority" جي حق ۾ هئڻ گهرجي. جڏهن ته بي آرڊر ۽ ٻولي سيڪيورٽي واري رقم ٻولي سميت هٿون هٿ هيٺ ڏنل پتي تي جمع ڪرائڻ لازمي آهي.
- مقرر ڪيل تاريخ ۽ وقت کان پوءِ ايندڙ ٻوليون قابل قبول نه هونديون.
- سندھ پبلڪ پروڪيورمينٽ رولز 2010 (وقت بوقت ترميم ٿيل) موجب SMTA ڪنهن به يا سڀني ٻولين کي رد ڪرڻ جو حق رکي ٿو.
- موڪل ٿيڻ جي صورت ۾ ٻوليون ايندڙ ڪم ڪار واري ڏينهن تي جمع ڪرايون يا ڪوليون وينديون.
- ڪنهن به سبب جي ڪري جيڪڏهن ذڪر ڪيل تاريخ تائين ٽينڊر جي موٽ نه ٿي ڏني وڃي ته ٽينڊر 2026-03-12 کان 2026-03-27 تائين ٻيهر جاري ڪيا ويندا. سڀني گهريل دستاويزن تي ٻڌل ٻوليون 2026-03-27 تي منجهند جو 3:00 وڳي يا ان کان اڳ ۾ پهچي وڃڻ گهرجن. ٻوليون ان ئي ڏينهن منجهند جو 3:30 وڳي ڪوليون وينديون.

Kawish

21-Feb-2026

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پتو:

ڊائريڪٽر، انفراسٽرڪچر اينڊ پلاننگ

سندھ ماس ٽرانزٽ اتھارٽي، حڪومت سندھ

آفس: D-43/1 شاهه غائب، بلاڪ 2، ڪلفٽن



**Government of Sindh
Transport & Mass Transit
Department**

Karachi, dated the 3rd of July 2025

Ph:021-99211015

NOTIFICATION

NO:SO(Dev)/31/TMTD/2023-24: In pursuance of Rules 7 & 8 of Sindh Public Procurement Rules-2010 (Amended time to time), Government of Sindh hereby constitute Procurement Committee for Works, Goods and Non-Consultancy Services under ADP Schemes 2025-26 with composition and Terms of Reference (TOR) as enumerated below:

S.NO.	DESIGNATION	STATUS
1	Managing Director, SMTA.	Chairman
2	Director Infrastructure and Planning, SMTA	Member
3	Deputy Director Contract Management, SMTA	Member
4	Deputy Director, Planning and Policy, SMTA	Member
5 ✓	Assistant Director, Finance PPP Node, Transport and Mass Transit Department.	Member

Functions and Responsibility of Procurement Committee:

1. Preparing and/or Reviewing bidding documents;
2. Carrying out technical as well as financial evaluation of bids;
3. Preparing evaluation reports as provided in Rule 45 of SPPRA;
4. Making recommendations for the award of the contract to the competent authority; and
5. Perform any other function ancillary and incidental to the above.

**ASSAD ZAMIN
SECRETARY TO GOVERNMENT OF SINDH**

NO:SO(Dev)/31/TMTD/2023-24

Karachi, dated the 3rd of July 2025

1. The Managing Director, Sindh Mass Transit Authority Transport & Mass Transit Department Government of Sindh Office D-43 & D-43/1, Shakra-E-Ghalib Block-II Clifton Karachi
2. All member of the Committee
3. The PS to Secretary ,Transport and Mass Transit Department, GoS, Karachi



**SECTION OFFICER (GENERAL)
For Secretary to Government of Sindh**

