

**NOTICE INVITING TENDER**

According to SPPRA Rule-2010 (Amended 2019) the sealed covers tenders (Single Stage one envelope) are invited for the following Development Works from all eligible contractors / firms / parties having adequate experience in the relevant field. Detail of works as under: -

Sr. No.	NAME OF SCHEME	Estimate	Earnest Money	Tender cost	Time Period
1.	Construction of C.C Paver Blocks from Mehran Veterinary Store to Bemisal Dairy Shop i/c Noorani Medical Store, Hassan Burfat Wali Gali, Raees burfat Wali Gali, Mir Burfat Wali Gali, Qadir Bux Burfat Wali Gali Sukhiya Goth UC-03 TMC Sohrab Goth.	98,06,121/=	5%	5000/-	12 Months
2.	Construction of C.C Paver Blocks from Main Chowk Sukhiya Goth i/c Manzoor Khan Afridi Wali Gali, Jamia Masjid Oliya Wali Gali, Muhammadi Masjid Wali Gali, Dad Muhammad Wali Gali, Wadero Sawan Wali Gali Near AJ Tailor to Barkat Beauty Parlour i/c Aijaz Bangali & Riaz Bangali Wali Gali at Sukhiya Goth UC-03 TMC Sohrab Goth.	98,14,487/=	5%	5000/-	12 Months
3.	Construction of C.C Paver Blocks from Main Burfat Chowk Link Streets Near Qasoori Milk Shop, Khalid & Mehboob Wali Gali, Dargah Wali Gali, M. Hussain & Ismail Burfat Wali Gali, Along Bilal Burfat Shop Wali Gali, Mukhtiar Burfat Wali Gali, Along NGO Digital Micro School Wali gali, Muhammad Khan Khaskheli wali gali, Abdul haq Sario wali gali, Rafiq Munna Bangali wali gali at Sukhiya Goth UC-03 TMC Sohrab Goth.	97,55,557/=	5%	5000/-	12 Months
4.	Providing Laying / Improvement of Sewerage Line & Water Line at Ward No.04 Sukhiya Goth UC-03 TMC Sohrab Goth	35,49,756/=	5%	3000/-	06 Months
5.	Construction of C.C Paver Blocks Near Noorani Masjid Street of Allah Warayu Khaskheli, Yousuf Burfat, Pappu Burfa, Rehmatullah Burfat, Souz Ali Burfat, Allah Bux Burfat, Allah Dino Lassi, Sattar Lassi, Nawaz Lassi at Lassi Goth UC-04 TMC Sohrab Goth.	94,98,407/=	5%	5000/-	12 Months
6.	Construction of C.C Paver Blocks Near Dargah Akhter Shah Streets Mubarak Lassi, Abdul Ghani Lassi, Near AL-Madina Haji Pakwan towards Dargah, Street Near Zainab Tailor Azeem Burfat Rahim Burfat, Street Near Allah Tawal Bakery & Dairy farm, Sajjan Burfat, Link Street Sultan Burfat, Street Near Baloch general Store & Sudheer Burfat at Lassi Goth UC-04 TMC Sohrab Goth.	94,40,350/=	5%	5000/-	12 Months
7.	Construction of C.C Paver Blocks Near Main Bazar Lassi goth Alpha School, Sajjan Wali Gali, Saleh Muhammad Burfat Wali Gali, Magsi Wali Gali at Lassi Goth UC-04 TMC Sohrab Goth.	94,08,658/=	5%	5000/-	12 Months
8.	Construction of C.C Paver Blocks Near Main Bazar Lasi Goth Moula Bux Burfat Wali Gali, Sabir General store Jani Phulpoto Wali Gali, Near Zarkoo Pathan Hotel Raza Muhammad Burfat Wali Gali, Link Street Naveed Net Wala & Jameel Burfat Wali Gali at Lassi Goth UC-04 TMC Sohrab Goth.	94,40,350/=	5%	5000/-	12 Months
9.	Construction of C.C Paver Blocks Near Main Bazar Lasi Goth Rajput Street Ehly Hadees Masjid Wali Gali, Cheap Darzi Wali Gali, Imran Rajput Wali Gali, Daud Rajput Wali Gali, Lala Rajput & Ghani Rajput Wali Gali at Lassi Goth UC-04 TMC Sohrab Goth.	94,64,032/=	5%	5000/-	12 Months
10.	Construction of C.C Paver Block at Block C Main Bazar to Khadim Goth Street Near Shop of Deedar Magsi Al-Noor Masjid Street up to Amir Kohistani & Main Bazar to Khadim Goth Street Near Saleem Rajpar Market, Chacha Haji Fazal Kareem Upto State Bank Wall at UC-5 Khadim Hussain Solangi Goth TMC Sohrab Goth.	96,65,859/=	5%	5000/-	12 Months
11.	Construction of C.C Paver Block at Block C Main Bazar to Khadim Goth Street Near Al-Fajar School Yaqoob Sammo, Sher Muhammad Foji Upto State Bank Wall & Main Bazar to Khadim Goth Near Sabzi Shope Qari Nawz Mirza Khan Street Asif Rehmani Upto State Bank Wall at UC-5 Khadim Hussain Solangi Goth TMC Sohrab Goth.	96,89,541/=	5%	5000/-	12 Months
12.	Construction of C.C Paver at Block Block C Main Bazar to Khadim Goth Street Near House of Peer Bux Soomro Market, Faqeer Shah, Meer Muhammd Rind Upto State Bank Wall & Qari Masood, Rabi Burki up to State Wall & Madina Masjid Street Near House of Deen Muhammad Shar, Rizwan Burki at UC-5 Khadim Hussain Solangi Goth TMC Sohrab Goth.	97,13,223/=	5%	5000/-	12 Months
13.	Providing, Laying and Fixing Paver Block at near Graveyard Chowk Lasi Goth towards Badal Pan Shop, Block Thalla, Salman Autos, Zahid Electric, Shahji Hotel, Mother Child Health Care Centre at Lassi Goth UC-4 TMC Sohrab Goth	93,70,245/=	5%	5000/-	12 Months
14.	Providing, Laying and Fixing Paver Block at near Mother Child Health Care Centre, Shahji Hotel to Saad General Store, Govt Boy School, New Quetta Sada Bahar Hotel, Bukhari Autos, Mashallah Lajpal Biryani Centre upto Noorani Autos at Lassi Goth UC-4 TMC Sohrab Goth.	93,82,086/=	5%	5000/-	12 Months

15	Providing, Laying and Fixing Paver Block at near Noorani Autos to Asad General Store, Rehmat General Store, A.Hadi Mashallah Hotel, Malik Brother Furniture, Shakir Autos (Choke) upto Nadi Lassi Goth at UC-4 TMC Sohrab Goth.	94,29,451/=	5%	5000/-	12 Months
16	Providing, Laying and Fixing Paver Block at near Baloch General Store & Hazara Muhallah along with H.No. I.G.1662, Marri H.No.1687, upto Raza General Store near Naddi Lassi Goth at UC-4 TMC Sohrab Goth.	92,24,105/=	5%	5000/-	12 Months

### TERMS & CONDITIONS

1-Tender Schedule shall be as follows:-

1	1-Submission and issuance of Tenders (Online)	16-04-2026 to 05-05-2026	Bid shall Be Submitted online Through SPPRA (EPADS) Website ( <a href="https://portalsindh.eprocure.gov.pk">https://portalsindh.eprocure.gov.pk</a> )
	2-Opening of Tender	06-05-2026 at 3PM	Tender opening Committee in the Office of the Superintendent Engineer, Town Municipal Corporation Sohrab Goth, District East, Karachi
2	In case of any reasons, if the tender are not responded on the above date, the next date of opening will be 25-05-2026 and the tender documents will also be available from 07-05-2026 to 21-05-2026		
3	The bidding documents will be issued to the interested firms / contractor through SPPRA (EPAD) Website the bidding document can be downloaded and submitted on the SPPRA Website ( <a href="https://sindh.eprocure.gov.pk">HTTPS://SINDH.EPROCURE.GOV.PK</a> )		
4	The required earnest money equal to 5% and tender fee (Non-Refundable) in shape of pay order from any scheduled bank in favor Town Municipal Corporation Sohrab Goth must be enclosed with tender documents at the time of submission as specified below otherwise the tender will be rejected		
5	The contractor must mention their complete and correct present postal address in tender documents and quote the rates both in words and figures incomplete conditional tenders will be not accepted		
6	If any fake documents are found then the tender is liable to be rejected-cancelled without any compensation, but penalty will be imposed as per rules		
7	Canvassing in connection of tenders is strictly prohibited and tenders submitted by the contractors who are reported to be involved in canvassing will liable for rejection		
8	All the tenders will be dropped on as per above schedule up to 2:30pm will be opened by the procurement committee, in Office of the Superintendent Engineer, Town Municipal Corporation Sohrab Goth, District East, Karachi at 3:00 pm in presence of such contractors/parties/firms/bidders who wish to be present		
9	In case, the date of opening declared as a public holiday by the government, or nonworking day due to any reason, the next official working day shall be deemed to be the date for submission and opening of tenders at the same time		
10	The procuring agency may reject all or any bids/tenders at any time prior to the acceptance of a bid or proposal, subject to the relevant provision of SPPR rules-2010(amended 2019)		
11	<b>Eligibility / Qualification Criteria</b>		
	<ul style="list-style-type: none"> <li>(i) Registration certificate with Sindh revenue board.</li> <li>(ii) NTN certificate at least</li> <li>(iii) Valid P.F.C (Where applicable)</li> <li>(iv) Electrical license (Where applicable)</li> <li>(v) Relevant experience 05 Years (a) at least one similar nature of work having cost 80% of the estimated cost of the work, or (b) at least two similar nature works each having minimum cost 50% of the estimated cost</li> <li>(vi) Turn-over of at least last Five years (4 00 million)</li> <li>(vii) Valid professional tax.</li> </ul>		
12	<b>Eligibility / Qualification Criteria</b>		
	<ul style="list-style-type: none"> <li>(i) Conditional and telegraphic bid tenders.</li> <li>(ii) Bids not accompanied by bid security &amp; Non-Refundable tender fee</li> <li>(iii) Bid received without Signature &amp; Stamp.</li> <li>(iv) Bid submitted without require documents as per qualification criteria.</li> </ul>		

**Superintending Engineer**  
Town Municipal Corporation Sohrab Goth

**Copy to:-**

- 1) The Director (CB) SPPRA Government of Sindh Karachi with a request to upload on the website of SPPRA.
- 2) The Chairman, Town Municipal Corporation Sohrab Goth.
- 3) The Municipal Commissioner, Town Municipal Corporation Sohrab Goth.
- 4) The Executive Engineer (Concerned), Town Municipal Corporation Sohrab Goth
- 5) The Account Officer, Town Municipal Corporation Sohrab Goth.

**Superintending Engineer**  
Town Municipal Corporation Sohrab Goth

Town Municipal Corporation Sohrab Goth, District East, Karachi.

# OFFICE OF THE TOWN MUNICIPAL CORPORATION SOHRAB GOTH (KARACHI EAST)

No. TMC/(Sohrab Goth)/S.E/610/2026 Dated: 14/04/2026

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According to SPPRA Rule 2010 (Amended 2019) the sealed covers tenders (Single Stage one envelope) are invited for the following Development works from all eligible contractors / firms / parties having adequate experience in the relevant field. Detail of works as under:

Sr. No.	NAME OF SCHEME	Estimate	Earnest Money	Tender cost	Time Period
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2	Construction of C.C Paver Blocks from Main Chowk Sukhria Goth to Manzoor Khan Afridi Wali Gali, Jamia Masjid Olyia Wali Gali, Mohammadi Masjid Wali Gali, Dad Mohammad Wali Gali, Wadern Sarnan Wali Gali Near A I Tailor to Barkat Beauty Parlour via Asar Bangali & Raza Bangali Wali Gali at Sukhria Goth UC-03 TMC, Sohrah Goth.	98,14,487/-	5%	5000/-	12 Months
3	Construction of C.C. Paver Blocks from Main Burfat Chowk Link Streets Near Qasoor Milk Shop, Khalid Mehboob Wali Gali, Dargah Wali Gali, M. Hussain & Imaad Burfat Wali Gali, Along Bilal Burfat Shop Wali Gali, Mukhtiar Burfat Wali Gali, Along NGO Digital Micro School Wali gali, Muhammad Khan Khakheli wali gali, Abdul haq Sarin wali gali, Rafiq Munira Bangali wali gali at Sukhria Goth UC-03 TMC, Sohrah Goth.	97,58,557/-	5%	5000/-	12 Months
4	Providing Laying / Improvement of Sewerage Line & Water Line at Ward No.04 Sukhria Goth UC-03 TMC, Sohrah Goth.	55,48,756/-	5%	3000/-	06 Months
5	Construction of C.C. Paver Blocks Near Nisrani Masjid Street of Allah Waryya (Dhokhali, Yousaf Burfat, Pappu Burfat, Rehmanullah Burfat, Saad Ali Burfat, Allah Nya Burfat, Allah Dino Link, Sattar Lassi, Nisrani Lassi at Lassi Goth UC-04 TMC, Sohrah Goth.	94,98,407/-	5%	5000/-	12 Months
6	Construction of C.C Paver Blocks Near Dargah Akhtar Shah Streets Mubarak Lassi, Ashraf Ghani Lassi, Near Al Madina Haji Palwan towards Dargah, Street Near Zahab Tailor Anam Burfat, Babun Burfat, Street Near Allah Tawal Bakery & Dairy farm, Aqas Burfat, Link Street Sultan Burfat, Street Near Baloch general Store & Sudhoo Burfat at Lassi Goth UC-04 TMC, Sohrah Goth.	94,40,350/-	5%	5000/-	12 Months
7	Construction of C.C Paver Blocks Near Main Bazar Lassi Goth Alpha School, Sajjan Wali Gali, Saif Mohammad Burfat Wali Gali, Magu Wali Gali at Lassi Goth UC-04 TMC, Sohrah Goth.	94,08,658/-	5%	5000/-	12 Months
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11	Construction of C.C Paver Block at Block C, Main Bazar to Khadim Goth Street Near Al-Farooq School Yaqoob Sammo, Sher Mohammad Fero Upto State Bank Wall & Main Bazar to Khadim Goth Street Sabir Shop Qari Nawaz Mirza Khan Street Araf Bahman Upto State Bank Wall at UC-5 Khadim Hussain Solangi Goth TMC, Sohrah Goth.	96,89,541/-	5%	5000/-	12 Months
12	Construction of C.C Paver at Block C, Main Bazar to Khadim Goth Street Near House of Free Bus Samson Market, Pappu Shah, Near Multan Road Upto State Bank Wall to Ghos Mansoof, Taha Burki up to State Wall & Madina Masjid Street Near House of Dastar Mohammad Shah, Rawan Burki at UC-5 Khadim Hussain Solangi Goth TMC, Sohrah Goth.	97,13,223/-	5%	5000/-	12 Months
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14	Providing Laying and Fixing Paver Block at near Mother Child Health Care Centre, Shahji Hotel to Saad General Store, Gani Boy School, New Quetta Sada Bahar Hotel Buzkar, Autos, Marhabah Lajpat Baryani Centre upto Nisrani Autos at Lassi Goth U.C-4 TMC, Sohrah Goth.	93,82,086/-	5%	5000/-	12 Months
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- Tender Schedule shall be as follows:
 

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- In case of any reason of the tender are not responded on the above date, the next date of opening will be 25-05-2026 and the tender documents will be available from 07-05-2026 to 21-05-2026.
- The bidding documents will be issued to the interested firms/contractors through SPPRA (EPAD) Website the bidding document can download and submitted on the SPPRA website ([HTTP://SINDH.EPROCURE.GOV.PK](http://portal.sindh.eprocure.gov.pk)).
- The original earnest money equal to 5% and tender fee (Non-Refundable) in shape of pay order from my scheduled bank, in favor Town Municipal Corporation Sohrah Goth must be enclosed with tender documents at the time of submission at specified below otherwise the tender will be rejected.
- The contractor must mention their complete and correct present postal address in tender document and quote the rates both in word and figures, no verbal condition will be not accepted.
- If any documents are found then the tender is liable to be rejected canceled without any compensation, but penalty will be imposed as per rules.
- Corrupting or tampering of tenders is strictly prohibited and tenders submitted by the contractors who are reported to be involved and convicted will be liable for rejection.
- All the tenders will be dropped on an per above schedule upto 2.30pm will be procurement committee, in office of the superintendent engineer Town Municipal Corporation Sohrah Goth, District east Karachi at 3:00 pm in Province of such contractors parties firms bidder who wish to be present.
- In case the date of opening declared as per public by the procurement as working day due to any reason the next official working day shall be deemed to be the date for submission and opening of tenders at the same day.
- The procuring agency may reject all of any bids tenders at any time period to the acceptance of a bid or proposal subject of the relevant procurement of SPPRA rules 2010 amended 2019.
- Eligibility / Qualification Criteria**
  - Registration certificate with Sindh revenue board
  - NEN certificate at least
  - Valid PEC (Where applicable)
  - Electrical license (Where applicable)
  - Relevant experience in Years (a) at least one similar nature of work having cost 80% of the estimated cost of the work, or (b) at least two similar nature works such having minimum cost 50% of the estimated cost
  - Turn over of at least ten five years (4.00 million)
  - Valid professional tax.
- Eligibility / Qualification Criteria**
  - Conditional and irrevocable bid tenders.
  - Bids not accompanied by bid security & Non-Refundable tender fee.
  - Bid received without Signature & Stamp.
  - Bid submitted without require documents as per qualification criteria.

Sd/-  
Superintending Engineer  
Town Municipal Corporation  
Sohrah Goth



INF/KRY/1470/2026

17/APRIL/2026



**ANNUAL PROCUREMENT PLAN OF DEVELOPMENT & NON-DEVELOPMENT WORKS OF B&R  
DEPARTMENT, TMC SOHRAB GOTH FISCAL YEAR 2025-2026**

S. #	Name of Work	Estimated Cost	Procurement Type	Source of Fund	Procurement Method	Process Procurement Quarter
01	Construction of C.C Paver Blocks from Mehran Velemity Store to Bemisal Dairy Shop i/c Noorani Medical Store, Hassan Burtat Wali Gali, Raees burtat Wali Gali, Mir Burtat Wali Gali, Qadir Bux Burtat Wali Gali Sukhiya Goth UC-03 TMC Sohrab Goth.	98,06,121/=	Work	TMC Sohrab Goth	Single Stage-Single Envelop	Third Quarter
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Continued on Page No.02

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EXECUTIVE ENGINEER (B&R),  
TMC SOHRAB GOTH



Karachi, dated the 25<sup>th</sup> September, 2025



## **NOTIFICATION**

**No.SO-V/(LG)/36-07/2024:** With the approval of the Competent Authority, a Procurement Committee for Town Municipal Corporation Sohrab Goth, District East, Karachi comprising following members for the development works is hereby constituted under Rule-7 & 8 of SPPRA Rules, 2010 (Amended upto date):-

SR. #	DESIGNATION	POSITION
1.	Municipal Commissioner, TMC Sohrab Goth	Chairman
2.	Superintending Engineer, TMC Sohrab Goth	Member
3.	Executive Engineer (Civil), KW&SC	Member

The functions and responsibilities of procurement committee shall be as under Section 7 & 8 of SPPRA Rules, 2010 (Amended upto date):-

- i) Preparing bidding documents
- ii) Carrying out technical as well as financial revaluation of the bids;
- iii) Preparing evaluation report as provide in Rule-45 of SPPRA, 2010 (Amended upto date);
- iv) Making recommendations for the award of contract to the competent authority and
- v) Perform any other function ancillary and incidental to the above

**SECRETARY TO GOVT. OF SINDH**

**No.SO-V(LG)/36-07/2024**

**Karachi, dated the 25<sup>th</sup> September, 2025**

**A copy is forwarded for information and necessary action to:**

1. The Chairman / Town Municipal Commissioner, TMC Sohrab Goth, Karachi.
2. The Director, Sindh Public Procurement Regulatory Authority, Karachi.
3. The Director, Local Fund Audit Department, Sindh, Karachi.
4. The Regional Director, Local Government Department, Karachi.
5. The Members (all).
6. PS to Secretary, Local Govt. & HTP Department, GoS, Karachi.
7. PS to Special Secretary LG & HTP Department, GoS, Karachi.
8. PS to Additional Secretary LG & HTP Department, GoS, Karachi.
9. PA to Deputy Secretary (Admin), LG & HTP Department, GoS, Karachi.
10. Office record file.

  
**(MUNEEB HUSSAIN DANDAN)**  
**SECTION OFFICER-V**



## TOWN MUNICIPAL CORPORATION SOHRAB GOTH, KARACHI.

Ref. No: MC/TMC/SG/ 57 /024

Date: 31-07-2024

### **NOTIFICATION**

With the approval of competent Authority i.e. Chairman, Town Municipal Corporation Sohrab Goth, District East, Karachi, a Complaint Redressal Committee (CRC) for the financial year 2024-25 is hereby constituted upon following Officers to resolve the complaints regarding Redressal of Grievances and Settlement of Disputes under Rule-31 of Sindh Public Regulatory Authority Rule-2010 (Amended 2019).

#### **Complaint Redressal Committee (C.R.C)**

S#	Name with Designation	Position
1	Chairman, TMC Sohrab Goth, Karachi.	Chairman
2	Representative of A.G Sindh Not Less than (BPS- 18)	Member/ Secretary
3	Rahim Palijo XEN (BPS 18) ( KW&SB)	Member



  
MUNICIPAL COMMISSIONER  
TMC- Sohrab Goth, Karachi

A Copy is forwarded for information to;

1. The Chairman, TMC Sohrab Goth, Karachi.
2. The Director (HRM), TMC Sohrab Goth, Karachi.
3. The Chief Accounts Officer, TMC Sohrab Goth, Karachi.
4. The ADLFA, TMC Sohrab Goth, Karachi.
5. The A.G Sindh Govt. of Sindh Karachi.
6. The PS to Managing Director, SPPRA, Govt. of Sindh, Karachi.
7. Office Record.

# **SPPRA BIDDING DOCUMENT**

**STANDARD FORM OF BIDDING DOCUMENT**

**FOR**

**PROCUREMENT OF WORKS**

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

**INSTRUCTIONS TO PROCURING AGENCIES**

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

**A. Basis of Documents**

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

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

**B. Contents of Documents**

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

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

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

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

**(i) Invitation for Bids**

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

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

**C. Notice Inviting Tender/ Invitation for Bids/ Request for Expression of Interest**  
 The —Notice Inviting Tender|| is meant for publication of tenders for calling bids in the newspapers and SPPRA Website.

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

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

1. The eligible bidders are defined in IB.2; the text can be amended by the Procuring Agency as deemed appropriate.
2. The non-refundable fee for the sale of Bidding Documents should be nominal so as to cover printing/reproduction and mailing costs and to ensure that only bona-fide bidders shall apply (SPP Rule 20).
3. The amount of Bid Security should be a lump sum figure or a percentage, but not less than 1% and more than 5% of bid price and should be in accordance with IB.13.1 (SPP Rule 37).
4. If the venue of receipt of bids and the opening of bids is the same, the times for receipt and opening of bids are to be entered in last Para of the Notice Inviting Tender, otherwise indicate the name, address and exact location for the opening of bids. However the date for the receipt and the opening of bids shall be same (SPP Rule 41).

**D. Instructions to Bidders**

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

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

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



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

#### **E. Bidding Data**

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

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

#### **F. Schedules to Bid**

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

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

#### **G. Conditions of Contract**

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

#### **H. Contract Data**

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

1. Referring to Sub-Clause 1.1.1 of Conditions of Contract, the Engineer/Procuring Agency may add, in order of priority, such other documents as to form part of the Contract, in Sub-Clause 1.3 of the Contract Data.
2. The Procuring Agency's Representative, if any, shall exercise powers of the Procuring Agency under and in connection with Sub-Clauses 1.3, 2.3, 4.2, 4.3, 5.1, 7.3, 8.2, 9.1, 9.2, 10.1, 10.2, 10.5, 11.1, 11.5, 12.1, 13.2 and 14.1 of the Conditions of Contract. In case an Engineer has been appointed by the Procuring Agency, the aforesaid clauses may be modified accordingly by the Procuring Agency.

3. The sum insured for different insurances including minimum amount of third party insurance should be assessed by the Engineer/Procuring Agency and entered in Contract Data. Such insurance cover shall be carried out with Insurance Company having at least AA rating from PACRA / JCR in the favour of the procuring agency.
4. The time for completion of the whole of the works should be assessed by the Engineer/Procuring Agency and entered in the Contract Data.
5. The Conditions of Contract contain no overall limit on the Contractor's liability. The amount of liquidated damages per day of delay shall be entered by the Engineer/Procuring Agency in Contract Data. Usually the liquidated damages are set between 0.05 percent and 0.10 percent per day and the maximum limit as 10 percent of contract price stated in the Letter of Acceptance.
6. Any amendment and/or additions to the Conditions of the Contract that are specific to a given Bid/Contract should be included by the Procuring agency. This may include but not be limited to the provisions regarding the following:
  - a) Terms of Payment should be prepared and incorporated in Contract Data by the Engineer/Procuring Agency.
  - b) The Engineer/Procuring Agency to make sure that all taxes and duties are included by the Bidders/Contractors in their prices.

**I. Specifications**

To be prepared and incorporated by the Engineer/Procuring Agency

**J. Drawings**

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

## SUMMARY OF CONTENTS

(I) INVITATION FOR BIDS.....	02
(II) INSTRUCTIONS TO BIDDERS & BIDDING DATA.....	04
(III) FORM OF BID & SCHEDULES TO BID.....	19
(IV) CONDITIONS OF CONTRACT & CONTRACT DATA.....	33
(V) STANDARD FORMS.....	54
(VI) SPECIFICATIONS.....	67
(VII) DRAWINGS.....	68

INVITATION FOR BIDS

## INVITATION FOR BIDS

Date: \_\_\_\_\_  
Bid Reference No.: \_\_\_\_\_

1. The Procuring Agency, \_\_\_\_\_ [enter name of the procuring agency], invites sealed bids from interested firms or persons licensed by the Pakistan Engineering Council in the appropriate category (not required for works costing Rs 2.5 million or less) and/or duly pre-qualified (if pre-qualification is done for specific scheme/project) with the Procuring Agency for the Works, \_\_\_\_\_ [enter title, type and financial volume of work], which will be completed in \_\_\_\_\_ [enter appropriate time period] days.
2. A complete set of Bidding Documents may be purchased by an interested eligible bidder on submission of a written application to the office given below and upon payment of a non-refundable fee of Rupees \_\_\_\_\_ (Insert Amount). Bidders may acquire the Bidding Documents from the Office of the Procuring Agency, at \_\_\_\_\_ (Mailing Address).
3. All bids must be accompanied by a Bid Security in the amount of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) or \_\_\_\_\_ percentage of bid price in the form of (pay order / demand draft / bank guarantee) and must be delivered to \_\_\_\_\_ (Indicate Address and Exact Location) at or before \_\_\_\_\_ hours, on \_\_\_\_\_ (Date). Bids will be opened at \_\_\_\_\_ hours on the same day in the presence of bidders' representatives who choose to attend, at the same address [indicate the address if it differs].

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

INSTRUCTIONS  
TO BIDDERS  
&  
BIDDING DATA

Notes on the Instructions to Bidders

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

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

NAME, B...  
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ed by...  
Ministry...  
sign the...  
for

TABLE OF CONTENTS

INSTRUCTIONS TO BIDDERS

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

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## INSTRUCTIONS TO BIDDERS

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

### A. GENERAL

#### III.1 Scope of Bid & Source of Funds

##### 1.1 Scope of Bid

The Procuring Agency as defined in the Bidding Data (hereinafter called —the Procuring Agency) wishes to receive Bids for the Works summarized in the Bidding Data (hereinafter referred to as —the Works). Bidders must quote for the complete scope of work. Any Bid covering partial scope of work will be rejected as non-responsive.

##### 1.2 Source of Funds

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

#### III.2 Eligible Bidders

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

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

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

- b) duly pre-qualified with the Procuring Agency. *(Where required)*  
In the event that prequalification of potential bidders has been undertaken, only bids from prequalified bidders will be considered for award of Contract.

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

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

### IB.3 Cost of Bidding

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

## B. BIDDING DOCUMENTS

### IB.4 Contents of Bidding Documents

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

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

### IB.5 Clarification of Bidding Documents

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

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

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

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

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

### **C. PREPARATION OF BIDS**

#### **IB.7 Language of Bid**

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

#### **IB.8 Documents Comprising the Bid**

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

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

#### **IB.9 Sufficiency of Bid**

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

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

#### **IB.10 Bid Prices, Currency of Bid and Payment**

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

#### **IB.11 Documents Establishing Bidder's Eligibility and Qualifications**

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

#### **IB.12 Documents Establishing Works' Conformity to Bidding Documents**

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

### 11.13 Bid Security

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

### 11.14 Validity of Bids, Format, Signing and Submission of Bid

- 14.1 Bids shall remain valid for the period stipulated in the Bidding Data after the date of bid opening.
- 14.2 In exceptional circumstances, Procuring Agency may request the bidders to extend the period of validity for a additional period but not exceeding 1/3 of the original period. The request and the bidders' responses shall be made in writing or by cable. A Bidder may refuse the request without forfeiting the Bid Security. A Bidder agreeing to the request will not be required or permitted to otherwise modify the Bid, but will be required to extend the validity of Bid Security for the period of the extension, and in compliance with 11.13 in all respects (SPP Rule 38).
- 14.3 All Schedules to Bid are to be properly completed and signed.
- 14.4 No alteration is to be made in the Form of Bid except in filling up the blanks as directed. If any alteration be made or if these instructions be not fully complied with, the bid may be rejected.

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

#### D. SUBMISSION OF BID

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

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

## E. BID OPENING AND EVALUATION

### 11.16 Bid Opening, Clarification and Evaluation (SPP Rules 41, 42 & 43)

- 16.1 The Procuring Agency will open the bids, in the presence of bidders' representatives who choose to attend, at the time, date and in the place specified in the Bidding Data.
- 16.2 The bidder's name, Bid Prices, any discount, the presence or absence of Bid Security, and such other details as the Procuring Agency at its discretion may consider appropriate, will be announced by the Procuring Agency at the bid opening. The Procuring Agency will record the minutes of the bid opening. Representatives of the bidders who choose to attend shall sign the attendance sheet.

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

- 16.3 To assist in the examination, evaluation and comparison of Bids the Engineer/Procuring Agency may, at its discretion, ask the bidder for a clarification of its Bid. The request for clarification and the response shall be in writing and no change in the price or substance of the Bid shall be sought, offered or permitted (SPP Rule 43).

- 16.4 (a) Prior to the detailed evaluation, pursuant to 11.16.7 to 11.16.9, the Engineer/Procuring Agency will determine the substantial responsiveness of each bid to the Bidding Documents. For purpose of these instructions, a substantially responsive bid is one which conforms to all the terms and conditions of the Bidding Documents without material deviations. It will include determining the requirements listed in Bidding Data.

- (b) **Arithmetical errors will be rectified on the following basis:**  
If there is a discrepancy between the unit price and total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between the words and figures, the amount in words shall prevail. If there is a discrepancy between the Total Bid price entered in Form of Bid and the total shown in Schedule of Prices-Summary, the amount stated in the Form of Bid will be corrected by the Procuring Agency in accordance with the Corrected Schedule of Prices.

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

- 16.5 A Bid determined as substantially non-responsive will be rejected and will not subsequently be made responsive by the bidder by correction of the non-conformity. Any minor informality or non-conformity or irregularity in a Bid which does not constitute a material deviation (**major deviation**) may be waived by Procuring Agency, provided such waiver does not prejudice or affect the relative ranking of any other bidders.

(A) Major (material) Deviations include:-

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

(B) Minor Deviations

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

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

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

16.8 Evaluated Bid Price

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

- (i) making any correction for arithmetic errors pursuant to IB.16.4 hereof.
- (ii) discount, if any, offered by the bidders as also read out and recorded at the time of bid opening.
- (iii) excluding provisional sums and the provisions for contingencies in the Bill of Quantities if any, but including Day work, where priced competitively.

### 16.17 Process to be Confidential

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

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

17.3 Bidders may be excluded if involved in "**Corrupt and Fraudulent Practices**" means either one or any combination of the practices given below SPP Rule 2(q),

(i) —**Coercive Practice** means any impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence the actions of a party to achieve a wrongful gain or to cause a wrongful loss to another party;

(ii) —**Collusive Practice** means any arrangement between two or more parties to the procurement process or contract execution, designed to achieve with or without the knowledge of the procuring agency to establish prices at artificial, noncompetitive levels for any wrongful gain;

(iii) "**Corrupt Practice**" means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful gain;

(iv) —**Fraudulent Practice** means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;

(v) "**Obstructive Practice**" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract or deliberately destroying, falsifying, altering or concealing of

evidence material to the investigation or making false statements before investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or acts intended to materially impede the exercise of inspection and audit rights provided for under the Rules.

F. AWARD OF CONTRACT

**IB.18. Post Qualification**

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

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

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

**IB.19 Award Criteria & Procuring Agency's Right**

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

19.2 Notwithstanding IB.19.1, the Procuring Agency reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of Contract, without thereby incurring any liability to the affected bidders or any obligation to inform the affected bidders of the grounds for the Procuring Agency's action except that the grounds for its rejection of all bids shall upon request be communicated, to any bidder who submitted a bid, without justification of the grounds. Notice of the rejection of all the bids shall be given promptly to all the bidders (SPP Rule 25).

**IB.20 Notification of Award & Signing of Contract Agreement**

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

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

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

18. **Performance Targets**

The commercial banks shall submit to the Director, within 30 days of the commencement of the year and the progress reported to the Government of Karnataka within a period of 15 days after the close of 1 year of implementation (1997-98).

18.1. Progress of the commercial banks in compliance with the implementation of 1997-98 shall be as follows: (a) 100% of the 1997-98 targets shall be achieved; (b) 100% of the 1997-98 targets shall be achieved; (c) 100% of the 1997-98 targets shall be achieved.

18.2. Publication of a report of progress, which shall be in the form of a report, shall be published on the website of the authority and in its own website. It shall also contain the results of the banking program, identifying the key banking programmes, their status and the following information:

- (a) Evaluation Report;
- (b) Plans of business and areas of work;
- (c) List of objectives or activities of implementation (1997-98).

18.3. **Director's Report** The Director shall report and submit the report to the Government of Karnataka in the form of a report, which shall be submitted to the Government of Karnataka within a period of 15 days after the close of 1 year of implementation (1997-98).

## BIDDING DATA

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

### Instructions to Bidders Clause Reference

#### 1.1 Name of Procuring Agency

\_\_\_\_\_  
\_\_\_\_\_  
*(Insert name of the Procuring Agency)*

#### Brief Description of Works

\_\_\_\_\_  
\_\_\_\_\_

#### 5.1 (a) Procuring Agency's address:

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

#### (b) Engineer's address:

\_\_\_\_\_  
\_\_\_\_\_  
*(Insert name and address of the Engineer, if any, with telex/fax)*

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

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

- i. Financial capacity: *(must have turnover of Rs-----Million);*
- ii. Technical capacity: *(mention the appropriate category of registration with PEC and qualification and experience of the staff);*
- iii. Construction Capacity: *(mention the names and number of equipments required for the work).*

## BIDDING DATA

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

### Instructions to Bidders Clause Reference

#### 1.1 Name of Procuring Agency

---

---

*(Insert name of the Procuring Agency)*

#### Brief Description of Works

---

---

#### 5.1 (a) Procuring Agency's address:

---

---

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

#### (b) Engineer's address:

---

---

*(Insert name and address of the Engineer, if any, with telex/fax)*

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

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

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

ii. Technical capacity: *(mention the appropriate category of registration with PEC and qualification and experience of the staff);*

iii. Construction Capacity: *(mention the names and number of equipments required for the work).*

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

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

- (a) **Fixed Price contract:** In these contracts no escalation will be provided during currency of the contract and normally period of completion of these works is upto 12 months.
- (b) **Price adjustment contract:** In these contracts escalation will be paid only on those items and in the manner as notified by Finance Department, Government of Sindh, after bid opening during currency of the contract.

**FORM OF BID AND SCHEDULES TO BID**

FORM OF BID  
(LETTER OF OFFER)

Bid Reference No

(Name of Works)

To

Gentlemen,

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

[SCHEDULES TO BID INCLUDE THE FOLLOWING:

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

SCHEDULE A TO BID  
SCHEDULE OF PRICES

<u>Sr. No.</u>		<u>Page No.</u>
1	Preamble to Schedule of Prices	24
2	Schedule of Prices	26
	* (a) Summary of Bid Prices	
	* (b) Detailed Schedule of Prices / Bill of Materials (BOM)	

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

## SCHEDULE - A TO BID

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

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

- 4.5 (a) The bidder shall be deemed to have obtained all information as to and all requirements related thereto which may affect the bid price.
- \*(b) The Contractor shall be responsible to make complete arrangements for the transportation of the Plant to the Site.

*\*(Procuring Agency may modify as appropriate)\**

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

### 5. Bid Prices

#### 5.1 Break-up of Bid Prices

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

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

#### 5.2 Total Bid Price

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

### 6. Provisional Sums and Day work

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

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

## SCHEDULE OF PRICES - SUMMARY OF BID PRICES (Sample)

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

SCHEDULE OF PRICES

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

SCHEDULE - C TO BID

WORKS TO BE PERFORMED BY SUBCONTRACTORS\*

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

Items of Works to be Sub-Contracted	Name and address of Sub-Contractors	Statement of similar works previously executed (attach evidence)
-------------------------------------	-------------------------------------	--

Note:

- *The Procuring Agency should decide whether to allow subcontracting or not. In case Procuring Agency decides to allow subcontracting then following conditions shall be complied with:*
  1. No change of Sub-Contractors shall be made by the bidder without prior approval of the Procuring Agency.
  2. The truthfulness and accuracy of the statement as to the experience of Sub-Contractors is guaranteed by the bidder. The Procuring Agency's judgment shall be final as to the evaluation of the experience of Sub-Contractors submitted by the bidder.
  3. Statement of similar works shall include description, location & value of works, year completed and name & address of the clients.

**PROPOSED PROGRAMME OF WORKS**

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

**DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC  
PAYABLE BY CONTRACTORS  
(FOR CONTRACTS RELATING TO GOVERNMENT OR STATE)**

Contract No: \_\_\_\_\_ Date: \_\_\_\_\_  
 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 GOS through any corrupt business deal or

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 artificial person, including its affiliate, agent, associate, broker, consultant, director, partner, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or otherwise, whether described as consultation fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from, from Procuring Agency (PA) except that which has been properly declared pursuant hereto.

(name of Contractor) agrees that it shall be liable to PA to make full disclosure of all agreements and engagements with all persons or entities that related to the transactions with PA and shall not take 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 such declaration, not making full disclosure, misrepresenting facts or taking any action which may defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or produced as a result of this without prejudice to any other rights and remedies available to PA under any law, contract or other instrument, be voidable at the option of PA.

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

.....  
 [Procuring Agency]

.....  
 [Contractor]

CONDITIONS OF CONTRACT

## TABLE OF CONTENTS

### CONDITIONS OF CONTRACT

<i>Clause No</i>	<i>Description</i>	<i>Page No</i>
1.	General Provisions	35
2.	The Procuring Agency	37
3.	Engineer's Procuring Agency's Representatives	37
4.	The Contractor	38
5.	Design by Contractor	38
6.	Procuring Agency's Risks	39
7.	Time for Completion	40
8.	Taking Over	41
9.	Remedying Defects	41
10.	Variations and Claims	41
11.	Contract Price And Payment	41
12.	Default	44
13.	Risks and Responsibilities	46
14.	Insurance	46
15.	Resolution of Disputes	47
16.	Integrity Pact	48

## CONDITIONS OF CONTRACT

### I. GENERAL PROVISIONS

#### 1.1 Definitions

In the Contract as defined below, the words shall have the following meanings, unless the context requires otherwise:

#### The Contract

1.1.1 --[Contract] means the Contract Agreement and the other documents listed in the Contract Data.

1.1.2 --[Spec/Electronic] means the documents listed in the Contract Data, including Procuring Agency's requirements, drawings, design, to be carried out by the Contractor of work and any Variation to such document.

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

#### Persons

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

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

1.1.6 --[Party] means either the Procuring Agency or the Contractor.

#### Dates, Times and Periods

1.1.7 --[Commencement Date] means the date on which the Contract comes into effect, or any other date stated in the Contract Data.

1.1.8 --[Day] means a calendar day.

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

#### Money and Payments

1.1.10 --[Cost] means all expenditure properly incurred up to the inclusion by the Contractor, whether on or off the Site, including overheads and similar charges but

does not include any allowance for profit.

### Other Definitions

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

### 1.2 Interpretation

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

### 1.3 Priority of Documents

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

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132

### Engineer's/Procuring Agency's Representative

The name and address of Engineer's/Procuring Agency's Representative is given in Contract Data. However the Contractor shall be notified by the Engineer/Procuring Agency, the delegated duties and authority before the Commencement of works.

## 4. THE CONTRACTOR

### 4.1 General Obligations

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

### 4.2 Contractor's Representative

The Contractor shall appoint a representative at site on full time basis to supervise the execution of work and to receive instructions on behalf of the Contractor but only after obtaining the consent of the Procuring Agency for such appointment which consent shall not be withheld without plausible reason(s) by the Procuring Agency. Such authorized representative may be substituted/ replaced by the Contractor at any time during the Contract Period but only after obtaining the consent of the Procuring Agency as aforesaid.

### 4.3 Subcontracting

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

### 4.4 Performance Security

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

## 5. DESIGN BY CONTRACTOR

### 5.1 Contractor's Design

The Contractor shall carry out design to the extent specified, as referred to in the Contract Data. The Contractor shall promptly submit to the Engineer/Procuring Agency all designs prepared by him, within fourteen (14) days of receipt the Engineer/Procuring Agency shall notify any comments or, if the design submitted is not in accordance with the Contract, shall reject it stating the reasons. The

Contractor shall not construct any element of the works designed by him within fourteen (14) days after the design has been submitted to the Engineer/Procuring Agency or which has been rejected. Design that has been rejected shall be promptly amended and resubmitted. The Contractor shall resubmit all designs commented on taking these comments into account as necessary.

## 5.2 Responsibility for Design

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

## 6. PROCURING AGENCY'S RISKS

### 6.1 The Procuring Agency's Risks

The Procuring Agency's Risks are:-

- a) war, hostilities (whether war be declared or not), invasion, act of foreign enemies, within the Country;
- b) rebellion, terrorism, revolution, insurrection, military or usurped power, or civil war, within the Country;
- c) riot, commotion or disorder by persons other than the Contractor's personnel and other employees including the personnel and employees of Sub-Contractors, affecting the Site and/or the Works;
- d) ionising radiations, or contamination by radio-activity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radio-active toxic explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component of such an assembly, except to the extent to which the Contractor/Sub-Contractors may be responsible for the use of any radio-active material;
- e) Pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds;
- f) use or occupation by the Procuring Agency of any part of the Works, except as may be specified in the Contract;
- g) late handing over of sites, anomalies in drawings, late delivery of designs and drawings of any part of the Works by the Procuring Agency's personnel or by others for whom the Procuring Agency is responsible;
- h) a suspension under Sub-Clause 2.3 unless it is attributable to the Contractor's failure; and

10. physical obstructions or physical conditions other than climate conditions, encountered on the Site during the performance of the Works, for which the Contractor immediately notified to the Procuring Agency and accepted by the Procuring Agency

## 7. TIME FOR COMPLETION

### 7.1 Execution of the Works

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

### 7.2 Programme

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

### 7.3 Extension of Time

The Contractor shall, within such time as may be reasonable under the circumstances, notify the Procuring Agency/Engineer of any event falling within the scope of Sub-Clause 6.1 or 10.3 of these Conditions of Contract and request the Procuring Agency/Engineer for a reasonable extension in the time for the completion of works. Subject to the aforesaid, the Procuring Agency/Engineer shall determine such reasonable extension in the time for the completion of works as may be justified in the light of the details/particulars supplied by the Contractor in connection with the such determination by the Procuring Agency/Engineer within such period as may be prescribed by the Procuring Agency/Engineer for the same; and the Procuring Agency may extend the time for completion as determined.

### 7.4 Late Completion

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

## 8. TAKING-OVER

### 8.1 Completion

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

10.2

### Valuation of Variations

Variations shall be valued as follows:

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

10.3

### Changes in the Quantities.

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

10.4

### Early Warning

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

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

10.5

### Valuation of Claims

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

Procuring Agency's Risk of non-compliance with the Works shall be borne by the Contractor, who shall be liable for interest on the amount due with as a Variation subject to Contractor's certification for interest within 14 days of the occurrence of the event. Engineer/Procuring Agency shall determine the amount of interest.

10.6 **Variation and Claim Procedure**

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

11. **CONTRACT PRICE AND PAYMENT**

11.1 (a) **Terms of Payments**

The amount due to the Contractor under any Interim Payment Certificate issued by the Engineer pursuant to this Clause, or to any other term of the Contract, shall, subject to Clause 11.3, be paid by the Procuring Agency to the Contractor within 20 days after such Interim Payment Certificate has been jointly verified by Procuring Agency and Contractor, or, in the case of the Final Certificate referred to in Clause 11.5, within 60 days after such Final Payment Certificate has been jointly verified by Procuring Agency and Contractor.

Provided that the Interim Payment shall be caused in thirty (30) days and Final Payment in 60 days in case of foreign funded projects. In the event of the failure of the Procuring Agency to make payment within 20 days then Procuring Agency shall pay to the Contractor compensation at the 28 days rate of KIBOR+2% per annum in local currency and LIBOR+1% for foreign currency, upon all sums unpaid to the Contractor, which the same should have been paid.

(b) **Valuation of the Works**

The Works shall be valued as provided for in the Contract Documents and to Clause 10.

11.2 **Monthly Statements**

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

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

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

113

### Interim Payments

Within a period not exceeding seven (7) days from the date of submission of a statement for interim payment to the Contractor, the Engineer shall verify the same and within a period not exceeding thirty (30) days from the date of the submission by the Contractor, the Procuring Agency shall pay to the Contractor the sum subject to adjustment for deduction of the advance payments and retention money.

114

### Retention

Retention money shall be paid by the Procuring Agency to the Contractor within fourteen (14) days after either the expiry of the period stated in the contract Data or the remedying of notified defects or the completion of outstanding work, all as referred to in Sub-Clause 11.3, whichever is the later.

115

### Final Payment

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

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

116

### Currency

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

12.

## DEFAULT

12.1

### Defaults by Contractor

If the Contractor abandons the Works, refuses or fails to comply with a valid instruction of the Engineer/Procuring Agency or fails to proceed expeditiously and without delay, or is, despite a written complaint, in breach of the Contract, the Procuring Agency may give notice referring to this Sub-Clause and stating the default.

If the Contractor has not taken all practicable steps to remedy the default within fourteen (14) days after receipt of the Procuring Agency's notice, the Procuring Agency may by a second notice given within a further twenty one (21) days, terminate the Contract. The Contractor shall then demobilize from the Site leaving behind any Contractor's Equipment which the Procuring Agency instructs, in the second notice, to be used for the completion of the Works at the risk and cost of the Contractor.

## 12.2

### Defaults by Procuring Agency

If the Procuring Agency fails to pay in accordance with the Contract, the Contractor may lodge a written complaint in breach of the Contract, the Contractor may lodge a written referring to this Sub-Clause and stating the default. If the default is not remedied within fourteen (14) days after the Procuring Agency's receipt of the complaint, the Contractor may suspend the execution of all or part of the Work.

If the default is not remedied within twenty-eight (28) days after the Procuring Agency's receipt of the Contractor's notice, the Contractor may suspend and notice given within a further twenty-one (21) days terminate the Contract. The Contractor shall then demand direct payment for the Work.

## 12.3

### Insolvency

If a Party is declared insolvent or for any applicable law, the other Party may by notice terminate the Contract immediately. The Contractor shall remove his plant and equipment from the site leaving behind, in the case of the Contractor's insolvency, any Contractor's Equipment which the Procuring Agency wishes to use for the Work to be used for the completion of the Work.

## 12.4

### Payment upon Termination

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

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

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

## 13.

### RISKS AND RESPONSIBILITIES

## 13.1

### Contractor's Care of the Works

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

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

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

## 13.2 Force Majeure

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

If the event continues for a period or periods totalling 184 days, either Party may then give notice of termination which shall take effect twenty-eight (28) days after the giving of the notice.

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

- a) any sums to which the Contractor is entitled under Sub-Clause 4.4;
- b) the cost of his demobilization; and
- c) less any sums to which the Procuring Agency is entitled.

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

## 14. INSURANCE

### 14.1 Arrangements

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

### 14.2 Default

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

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

15.

## RESOLUTION OF DISPUTES

15.1

### Engineer's Decision

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

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

15.2

### Notice of Dissatisfaction

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

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

15.3

### Arbitration

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

- (vii) Secured Advance should not be allowed unless 80% of the previous advance, if any, fully recovered.
- (viii) Detailed account of advances must be kept in part II of running account bill; and
- (ix) Secured Advance may be permitted only against materials/quantities anticipated to be consumed / utilized on the work within a period of 3 months from the date of issue of secured advance and definitely not for full quantities of materials for the entire work/contract.

(b) Recovery of Secured Advance:

- (i) Secured Advance paid to the Contractor under the above provisions shall be effected from the monthly payments on actual consumption basis, but not later than period specified in the rules, not more than three months (even if unutilized); other conditions.
- (ii) As recoveries are made the outstanding accounts of the items concerned in Part II should be reduced by making deduction entries in the column, —deduct quantity utilized in work, measured since previous bill,|| equivalent to the quantities of materials used by the contractor on items of work shown as executed in part I of the bill.

(c) Interim payments: The Contractor shall submit to the Engineer monthly statements of the estimated value of the work completed less the cumulative amount certified previously.

- (i) The value of work completed comprises the value of the quantities of the items in the Bill of Quantities completed.
- (ii) value of secured advance on the materials and valuation of variations (if any).
- (iii) Engineer may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.
- (v) Retention money and other advances are to be recovered from the bill submitted by contractor.

11.2 \*(a) Valuation of the Works:

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

14.1 Percentage of retention

14.6 Currency of payment

14.1 Insurances (including fire, theft, burglary, etc.)

Type of cover

Workers

Amount of cover

The sum insured is higher of ... plus ...

Type of cover

Contractors' equipment

Amount of cover

Full replacement

Type of cover

Third Party (indemnity to persons and damage to property)

The maximum amount of third party insurance shall be ...

Workers

Other cover\*

In each case, the nature of insurance, its amount and ...

14.2 Amount to be recovered

Premium plus ...

14.3 Arbitration\*\*

Place of Arbitration

\* Procuring Agency to specify as appropriate

\*\* It has to be in the Province of South

## BIDDING DATA

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

### Instructions to Bidders

#### Clause Reference

- 1.1 **Name of Procuring Agency**  
Town Municipal Corporation Gulshan District (East), Karachi.  
(Insert name of the Procuring Agency)

#### Brief Description of Works

Rehabilitation of SSGC Trench / Patch work including Construction of Road & other related civil work at Block-15, 18, 19 including National Stadium Road linked Street with Tayyab Goth area UC-08, TMC Gulshan-e-Iqbal. as per BOQ.

- 5.1 (a) Procuring Agency's address:  
Office of the Superintending Engineer (B&R) TMC Gulshan District (East) near KDA Police Station Block-14, University Road, Gulshan-e-Iqbal, Karachi  
(Insert address of the Procuring Agency with telex/fax)
- (b) Engineer's address:  
Executive Engineer (B&R), TMC Gulshan District (East) near KDA Police Station Block-14, University Road, Gulshan-e-Iqbal, Karachi  
(Insert name and address of the Engineer, if any, with telex/fax.)
- 10.3 Bid shall be quoted entirely in Pak. Rupees. The payment shall be made in Pak. Rupees.
- 11.2 The bidder has the financial, technical and constructional capability necessary to perform the Contract as follows: (as per minimum qualification criteria mentioned in the NIT)
- Financial capacity: (must have turnover of Rs: 08 Million);
  - Technical capacity: (mention the appropriate category of registration with PEC and Electrical License & all other Mandatory Documents mentioned in NIT must fulfill all criteria);
  - Construction Capacity: (mention the names and number of equipments required for the work). N.A.

- 12.1 (a) A detailed description of the Works, essential technical and performance characteristics.
- (b) Complete set of technical information, description data, literature and drawings as required in accordance with Schedule B to Bid, Specific Works Data. This will include, but not be limited to a sufficient number of drawings, photographs, catalogues, illustrations and such other information as is necessary to illustrate clearly the significant characteristics such as general construction dimensions and other relevant information about the works to be performed. N.A.

13.1 **Amount of Bid Security**

5% Bid Security.

14.1 **Period of Bid Validity**

90 Days & more 90 days extendable as per SPPRA Rules

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

One original copy.

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

Bid submitted online SPPRA "EPAD" website no any physical Bid accepted only Bid Security & Bid cost and pay order accepted & other relevant documents mentioned in NTI.

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

15.1 **Deadline for Submission of Bids**

Time: 10:00 AM on

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

Venue: only physical Bid Security & Tender Cost & all relevant documents submitted SPPRA "EPAD" website

Time: 10:30 AM Date:

16.4 **Responsiveness of Bids**

- (i) Bid is valid for required period,

## CONTRACT DATA

*(Note: Except where otherwise indicated, all Contract Data should be filled in by the Procuring Agency prior to issuance of the Bidding Documents.)*

### Sub-Clauses of

#### Conditions of Contract

- 1.1.3 Procuring Agency's Drawings, if any  
*(To be listed by the Procuring Agency)* NOT APPLICABLE FOR THIS TENDER
- 1.1.4 **The Procuring Agency** means  
Town Municipal Corporation Gulshan District (East), Karachi as defined in Rule-2 (cc) SPPRA 2010.
- 1.1.5 **The Contractor** means  
A person, firm, company or organization that undertakes to execute works including services related thereto, other than consulting services, incidental to or required for the contract being undertaken for the works;
- 1.1.7 **Commencement Date** means the date of issue of Engineer's Notice to Commence which shall be issued within fourteen (14) days of the signing of the Contract Agreement.
- 1.1.9 **Time for Completion** 06 months  
*(The time for completion of the whole of the Works should be assessed by the Procuring Agency)*
- 1.1.20 **Engineer** (mention the name along with the designation including whether he belongs to department or consultant) and other details  
Superintending Engineer (B&R), TMC Gulshan, District (East), Karachi  
(belongs to department).
- 1.3 **Documents forming the Contract listed in the order of priority:**
- (a) The Contract Agreement
  - (b) Letter of Acceptance
  - (c) The completed Form of Bid
  - (d) Contract Data
  - (e) Conditions of Contract
  - (f) The completed Schedules to Bid including Schedule of Prices
  - (g) The Drawings, if any
  - (h) The Specifications

- 2.1 **Provision of Site:** On the Commencement Date
- 3.1 **Authorized person:** As mentioned at Clause 1.1.20 of Contract Data.
- 3.2 **Name and address of Engineer's/Procuring Agency's representative**  
As mentioned at Clause 1.1.20 of Contract Data.
- 4.4 **Performance Security:**  
Amount 10%  
Validity 20 Days beyond the completion time  
*(Form: As provided under Standard Forms of these Documents)*
- 5.1 **Requirements for Contractor's design (if any):**  
Specification Clause No's Not applicable
- 7.2 **Programme:**  
**Time for submission:** Within fourteen (14) days\* of the Commencement Date.  
**Form of programme:** as directed by E.I (*Bar Chart/CPM/PERT or other*)
- 7.4 Amount payable due to failure to complete shall be 0.10% per day up to a maximum of (10%) of sum stated in the Letter of Acceptance  
*(Usually the liquidated damages are set between 0.05 percent and 0.10 percent per day.)*
- 7.5 **Early Completion**  
In case of earlier completion of the Work, the Contractor is entitled to be paid bonus up-to limit and at a rate equivalent to 50% of the relevant limit and rate of liquidated damages stated in the contract data. (Not applicable).
- 9.1 **Period for remedying defects**  
180 Days
- 10.2 (c) **Variation procedures:**  
Day work rates: As per practice in TMC Gulshan District (East)
- 11.1 **Terms of Payments**
- a) **Mobilization Advance**
- (1) Mobilization Advance up to 10 % of the Contract Price stated in the Letter of Acceptance shall be paid by the Procuring Agency to the Contractor on the works costing Rs.2.5 million or above on following conditions:  
*(Not Applicable in this case)*

## BIDDING DATA

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

### Instructions to Bidders

#### Clause Reference

1.1 **Name of Procuring Agency**

Town Municipal Corporation Sohrab Goth District (East), Karachi.

*(Insert name of the Procuring Agency)*

#### **Brief Description of Works**

Construction of C.C Paver Blocks from Main Chowk Sukhiya Goth i/c Manzoor Khan Afridi Wali Gali, Jamia Masjid Oliya Wali Gali, Muhammadi Masjid Wali Gali, Dad Muhammad Wali Gali, Wadero Sawan Wali Gali Near AJ Tailor to Barkat Beauty Parlour i/c Aijaz Bangali & Riaz Bangali Wali Gali at Sukhiya Goth UC-03 TMC Sohrab Goth as per BOQ.

5.1 (a) Procuring Agency's address:

Office of the Executive Engineer TMC Sohrab Goth District (East) C-13,  
C-57, Al-Habib Society near Maymar More, Super Highway, Karachi

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

(b) Engineer's address:

Executive Engineer TMC Sohrab Goth District (East) C-13, C-57, Al-Habib  
Society near Maymar More, Super Highway, Karachi

*(Insert name and address of the Engineer, if any, with telex/fax.)*

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

11.2 The bidder has the financial, technical and constructional capability necessary to perform the Contract as follows: *(as per minimum qualification criteria mentioned in the NIT)*

i. Financial capacity: (must have turnover of Rs: 08 Million);

ii. Technical capacity: *(mention the appropriate category of registration with PEC and qualification and experience of the staff);*

iii. Construction Capacity: *(mention the names and number of equipments required for the work) N.A.*

- 12.1 (a) A detailed description of the Works, essential technical and performance characteristics.
- (b) Complete set of technical information, description data, literature and drawings as required in accordance with Schedule B to Bid, Specific Works Data. This will include but not be limited to a sufficient number of drawings, photographs, catalogues, illustrations and such other information as is necessary to illustrate clearly the significant characteristics such as general construction dimensions and other relevant information about the works to be performed. N.A.

**13.1 Amount of Bid Security**

5% Quoted Amount.

*(Fill in lump sum amount or in % age of bid amount /estimated cost, but not below 1% and not exceeding 5%)*

**14.1 Period of Bid Validity**

90 Days extendable as per SPPRA Rules

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

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

One original copy.

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

Bid submitted online SPPRA "EPAD" website no any physical Bid accepted only Bid Security & Tender cost pay order accepted & other relevant documents mentioned in NIT.

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

**15.1 Deadline for Submission of Bids**

Time: 02: 30 PM on 06-05-2026

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

Venue: only submitted Bid Security & Tender Cost & all relevant documents submitted SPPRA "EPAD" website

Time: 3:00 P.M. Date: 06-05-2026

**16.4 Responsiveness of Bids**

- (i) Bid is valid till required period,

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

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

- (a) **Fixed Price contract:** In these contracts no escalation will be provided during currency of the contract and normally period of completion of these works is upto 12 months.
- (b) **Price adjustment contract:** In these contracts escalation will be paid only on those items and in the manner as notified by Finance Department, Government of Sindh, after bid opening during currency of the contract. N.A.



**Executive Engineer**  
**Town Municipal Corporation Sohrab Goth**

## CONTRACT DATA

*(Note: Except where otherwise indicated, all Contract Data should be filled in by the Procuring Agency prior to issuance of the Bidding Documents.)*

### Sub-Clauses of

#### Conditions of Contract

- 1.1.3 Procuring Agency's Drawings, if any  
*(To be listed by the Procuring Agency)* NOT APPLICABLE FOR THIS TENDER
- 1.1.4 **The Procuring Agency** means  
Town Municipal Corporation Sohrab Goth, Karachi as defined in Rule-2 (cc) SPPRA 2010.
- 1.1.5 **The Contractor** means  
A person, firm, company or organization that undertakes to execute works including services related thereto, other than consulting services, incidental to or required for the contract being undertaken for the works;
- 1.1.7 **Commencement Date** means the date of issue of Engineer's Notice to Commence which shall be issued within fourteen (14) days of the signing of the Contract Agreement.
- 1.1.9 **Time for Completion 12 months**  
*(The time for completion of the whole of the Works should be assessed by the Procuring Agency)*
- 1.1.20 **Engineer (mention the name along with the designation including whether he belongs to department or consultant) and other details**  
Superintending Engineer, TMC Sohrab Goth, Karachi  
(belongs to department).
- 1.3 **Documents forming the Contract listed in the order of priority:**
- (a) The Contract Agreement
  - (b) Letter of Acceptance
  - (c) The completed Form of Bid
  - (d) Contract Data
  - (e) Conditions of Contract
  - (f) The completed Schedules to Bid including Schedule of Prices
  - (g) The Drawings, if any
  - (h) The Specifications

- 2.1 **Provision of Site:** On the Commencement Date
- 3.1 **Authorized person:** As mentioned at Clause 1.1.20 of Contract Data.
- 3.2 **Name and address of Engineer's/Procuring Agency's representative**  
As mentioned at Clause 1.1.20 of Contract Data.
- 4.4 **Performance Security:**  
Amount 10%  
Validity 20 Days beyond the completion time  
*(Form: As provided under Standard Forms of these Documents)*
- 5.1 **Requirements for Contractor's design (if any):**  
Specification Clause No's Not applicable
- 7.2 **Programme:**  
**Time for submission:** Within fourteen (14) days\* of the Commencement Date.  
**Form of programme:** as directed by E.1 (*Bar Chart/CPM/PERT or other*)
- 7.4 Amount payable due to failure to complete shall be 0.10% per day up to a maximum of (10%) of sum stated in the Letter of Acceptance  
*(Usually the liquidated damages are set between 0.05 percent and 0.10 percent per day.)*
- 7.5 **Early Completion**  
In case of earlier completion of the Work, the Contractor is entitled to be paid bonus up-to limit and at a rate equivalent to 50% of the relevant limit and rate of liquidated damages stated in the contract data. (Not applicable).
- 9.1 **Period for remedying defects**  
180 Days
- 10.2 **(c) Variation procedures:**  
Day work rates: As per practice in TMC Sohrab Goth
- 11.1 **Terms of Payments**  
**a) Mobilization Advance**  
**(1) Mobilization Advance up to 10 % of the Contract Price stated in the Letter of Acceptance shall be paid by the Procuring Agency to the Contractor on the works costing Rs.2.5 million or above on following conditions:**  
**(Not Applicable in this case)**

Estimated Cost Rs. 98,14,487/=

Time Limit :12 Month

Penalty per day Rs.1000/=

Earnest Money Rs. 5% Security Deposit

Tender Cost Rs.5000/=

NAME OF WORK **Construction of C.C Paver Blocks from Main Chowk Sukhiya Goth i/c Manzoor Khan Afridi Wali Gali, Jamia Masjid Oliya Wali Gali, Muhammadi Masjid Wali Gali, Dad Muhammad Wali Gali, Wadero Sawan Wali Gali Near AJ Tailor to Barkat Beauty Parlour i/c Aijaz Bangali & Riaz Bangali Wali Gali at Sukhiya Goth UC-03 TMC Sohrab Goth.**

**BILL OF QUANTITIES**

((A)Description Offer Rates items.

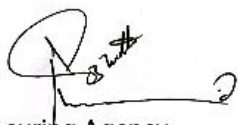
Sr. No	Quantities	Description of item to be executed at site	Rate	Unit	Amount in Rupees
01	729.00	Dismantling cc plain 1:2:4 etc complete.	133.08	P/Cft	97,015
02	8100.00	Earth work excavation undressed lead upto a single throw of Kassi Phawrah or shovel. (b) In ordinary soil.	5.94	P/Cft	48,114
03	8829.00	Carrige of cft/5 tons of all materials like stone aggregate, spawl, coal lime, sukhi etc. B.G rail fastenings pointings and crossingbridge, girders, pipes, sheet rails, M, S bar etc, or 1000nos, bricks, 10"x5"x3"or 1000nos etc.	1447.52	%Cft	127,802
04	10692.00	Providing and laying Aggregate base course in proper grade and camber having CBR 80% as per AASH TO standard specifications i/c spreading and compacting by approved mechanical means (Motor grader, Vibratory roller, smooth wheel roller, etc.). Watering to maintain the moisture content. The compaction of each layer shall be 100 percent to the max dry density (Rate i/c all cost of materials T&P and carriage up to 3 chains).	13849.22	% Cft	1,480,759
05	32400.00	Providing & fixing cement paving blocks flooring having size of 197 x 97 x 60 (mm) of city /quddra / cobble shape with natural colours , having strength b/w 5000 PSI to 8500 PSI i/c filling the joints with hill sand over a bed of 2" thick hill sand or stone dust and laying and compacting in specified manner/ pattern and design etc complete.	197.48	P/Sft	6,398,352
06	864.00	Kerb Stone  Providing & fixing Precast Edge Block 3750 PSI Industrial Made Size 6 inches thick x 12 inches long x 18 inches high including the cost of Cartage, excavation, form Work for haunching, 1450 PSI lean concrete, 2250 PSI concrete for haunching, 1:4 cement sand mortor.	678.38	P/Rft	586,120

07	54.00	Manufacturing and supplying of precast RCC ring slab of 21" dia inner side and 36" dia outer side 7.5" width and 6" thick i/c 3/8" dia 8 Nos. cross link bars welded and two sunk type hooks casted in 1:1½:3 concrete with embedded 15kg CI frame in perfect position i/c transportation charges of average lead of 20km per trip from casting yard to town offices (a minimum of 25 slabs per trip will be transported) approved design of K.W. & W.B (PHED Sch P-No. 31/2)	3238.79	Each	174,895
08	54.00	Manufacturing and supplying manhole cover cast in 1:2:4 concrete ration 3" deep at center, reinforced with 3/8" dia tor steel bars at 4" C.C welded to 1/8" thick 2.5" deep MS plate i/c curing, stacking and transportation within 10 miles. (W.S. Sch P-27 / 1(a	7504.67	Each	405,252
09	54.00	Shifting & fixing of 36" dia ring slab in perfect position of damaged manhole including cutting of damaged portion of manhole in proper shape and lying a layer of cement mortar of 2" thickness and disposa of debris {page no. 31/4}	1786.76	Each	96,485

Amount Total (b) **Rs.9,414,794/=**

Amount (In Rupees) \_\_\_\_\_

Contractor

  
 Executive Engineer / Procuring Agency