

# PROCUREMENT PLAN

Dated: 13.05.2026

Serial No/ADP No:	Name of Scheme & Estimated Cost	Allocated Funds 2025-26	Cost of ongoing works (Expenditure already incurred)	Cost of new works (components)	Funds for New works	Nature of Procurement	Method of Procurement	Anticipated / Actual Date of Advertisement	Anticipated/Actual Date of Start	Anticipated/Actual Date of Completion
1	2	3	4	6	7	8	9	10	11	12
1	ADP Scheme No. 1216 of 2025-26  Rehabilitation of the Record Room and Data Automation /Digitalization of Directorate of Industries & Commerce  Rs. 28.751 (M)	20 (M)	-	28.751 (M)	100%	Rehabilitation & Automation	Single-Stage One-Envelope	13.05.2026	After issue of work order	June 2027

  
**ASSISTANT DIRECTOR (ADMN)**  
**DIRECTORATE OF INDUSTRIES & COMMERCE**  
**GOVERNMENT OF SINDH, KARACHI**  
 ASSISTANT DIRECTOR  
 Directorate of Industries & Commerce  
 Govt. of Sindh, Karachi



GOVERNMENT OF SINDH  
INDUSTRIES & COMMERCE DEPARTMENT  
Karachi dated the 6<sup>th</sup> May, 2026

**NOTIFICATION**

**No:SO(DEV)IND-ADP/2-32/2024-25** : In pursuance of Rule-31(1) of Sindh Public Procurement Regulatory Authority Rules-2010 (Amended-up-to-date) a “**Complaint Redressal Committee**” is hereby constituted for redressal of complaints, if any, in procurement process of the ADP Scheme No.1216 “**Rehabilitation of the Record Room and Data Automation/Digitalization of Directorate of Industries & Commerce**” with the following composition:-

1	The Secretary, Industries & Commerce department, Govt. of Sindh	Chairman
2.	Representative of Accountant General Sindh.	Member
3	Mr. Abdullah Mastoi, Civil Engineer	Member

**TERMS OF REFERENCE:**

- a) Prohibit the Procurement Committee from acting or deciding in a manner, in consistent with these rules & regulations;
- b) Annul in whole or in part, any unauthorized act or decision of the Procurement Committee; and  
Provided while re-issuing tenders the procuring agency may change the specification & other content of bidding documents, as deemed appropriate.
- (bb) Recommend to the head of department that the case be declared a mis-procurement if material violation of Act, Rules Regulations, orders, instructions or any other law relating to public procurement, has been established; and;
- c) Reverse any decision of the Procurement Committee or substitute its own decision for such a decision;

(SHADIA JAFFER)  
SECRETARY TO GOVT. OF SINDH

**No:SO(DEV)IND-ADP/2-32/2024-25**

Karachi dated the 5<sup>th</sup> April, 2024

A copy is forwarded to:-

1. The Accountant General Sindh, Karachi.
2. The Manager (Enforcement-II), Sindh Public Procurement Regulatory Authority, Govt. of Sindh, Karachi.
3. P.S. to Secretary, Industries & Commerce Department, Govt. of Sindh, Karachi.
4. The member(s) concerned.
5. Office Order File.

(QAZI ABID ALI)  
SECTION OFFICER (DEV)  
FOR SECRETARY TO GOVT OF SINDH



No:SO(DEV)IND-ADP/2-32/2024-25  
GOVERNMENT OF SINDH  
INDUSTRIES & COMMERCE  
DEPARTMENT  
Karachi dated the 6<sup>th</sup> May, 2026

## NOTIFICATION

No:SO(DEV)IND-ADP/2-32/2024-25: In pursuance of Rule-7 of SPPRA Rules, 2010 (Amended 2019) "Procurement Committee" is hereby constituted in respect of ADP scheme No.1216 titled "Rehabilitation of the Record Room and Data Automation/Digitalization of Directorate of Industries & Commerce" as per following composition:-

1.	Director, Directorate of Industries & Commerce Sindh.	Chairman
2.	Assistant Director (Admn), Directorate of Industries & Commerce Sindh	Member
3.	Representative of Works & Services Department, Govt. of Sindh.	Member

### Function and responsibilities of procurement Committee.

- i) Preparing bidding documents.
- ii) Carrying out technical as well as financial evaluation of the bids.
- iii) Preparing evaluation report as provided in Rule-45.
- iv) Making recommendation for the award of contract to the competent authority and
- v) Perform any other function ancillary and incidental to the above.

(SHADIA JAFFER)  
SECRETARY TO GOVT. OF SINDH

No:SO(DEV)IND-ADP/2-32/2024-25

Karachi, 6<sup>th</sup> May, 2026

A copy is forwarded for information:-

1. The Accountant General Sindh, Karachi.
2. The Secretary, Works & Services Department, Karachi
3. The Directorate of Industries & Commerce Sindh
4. The Manager (Enforcement-II), SPPRA, Karachi.
5. The Superintendent, Sindh Govt. Press, Karachi for publication in the next issue of Sindh Govt. Gazette.
6. The P.S. to Secretary, Industries & Commerce Department, Govt. of Sindh, Karachi.

(Qazi Abid Ali)  
Section Officer (Dey)  
For Secretary to Govt. of Sindh

# **BIDDING DOCUMENTS**

## **DIRECTORATE OF INDUSTRIES & COMMERCE**

### **GOVERNMENT OF SINDH, KARACHI**



**DIRECTORATE OF INDUSTRIES & COMMERCE**

**GOVERNMENT OF SINDH, KARACHI**



**STANDARD BIDDING DOCUMENTS**  
**PROCUREMENT OF WORKS (SPPRA BIDDING DOCUMENTS)**  
**For Contracts (Small) amounting between Rs.2.5 (M) to Rs.50 (M)**

**Reference NO.S-IND/ADP 1216/ADVER/NIT/211 Dated:-13/05/2026**

**Name of Work:- REHABILITATION OF THE RECORD ROOM AND DATA  
AUTOMATION /DIGITALIZATION OF DIRECTORATE OF  
INDUSTRIES & COMMERCE**

<b>Issued to</b>	<b>M/s</b>	<b>Government</b>
	<b>Contractor</b>	
	<b>Tender Fee Through Pay Order /Call Deposit No.</b>	
	<b>Dated:</b>	<b>Rs. /-</b>

**STANDARD BIDDING DOCUMENT IS INTENDED AS A MODEL FOR  
ADMEASUREMENTS (PERCENTAGE RATE FOR UNIT RATES IN A BILL OF  
QUANTITIES TYPES OF CONTRACT THE MAIN TEXT REFERS TO  
ADMEASUREMENTS CONTRACTS**

**Assistant Director (Admn)**  
Directorate of Industries & Commerce,  
Government of Sindh, Karachi

DIRECTORATE OF INDUSTRIES &  
COMMERCE  
GOVERNMENT OF SINDH  
KARACHI

BIDDING DOCUMENTS

VOLUME-I

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## INSTRUCTIONS TO BIDDERS

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

### A. GENERAL

#### IB.1 Introduction, Scope of Bid & Source of Funds

##### 1.1 Introduction

Directorate of Industries & Commerce, Karachi, Government of Sindh intends to procure ADP Scheme 1216 namely Rehabilitation of the Record Room and Data Automation /Digitalization of Directorate of Industries & Commerce for its registered office located at Statelife Building No. 11, Abdullah Haroon Road, Saddar, Karachi.

##### 1.2 Scope of Work

- a) 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).
- b) The successful bidder would enter into a **Framework Contract** as per Rule-15 (B) of SPPRA Rules (Amende time to time).
- c) Bidding shall be conducted under Rules 46 (1) "**Single Stage–One Envelope**" (Technical and Financial Bids) procedure laid down in SPPRA Rules 2010 (amended time to time). The contract shall be awarded as per the evaluation criteria mentioned in this document.

##### 1.3 Source of Funds

The Procuring Agency has allocated funds from its own sources which may be indicated accordingly in bidding data towards the cost of the project/scheme.

#### IB.2 Eligible Bidders

- 2.1 Bidding is open to all firms and persons meeting the evaluation criteria

### 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).

#### IB.5 Clarification of Bidding Documents

- 5.1 A prospective bidder requiring any clarification(s) in respect of the Bidding Documents may notify the Procuring Agency at the Procuring Agency 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.

#### **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.13 Bid Security**

- 13.1 Each bidder shall furnish attach copy of bid security 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 with his (Technical/Financial) bid on e-pad System. However original instrument required to be submit on or before submission schedule. Failure may rendering his disqualification.

- 13.2 Any bid not accompanied by an acceptable Bid Security shall be rejected by the Procuring Agency as non-responsive.
- 13.3 The bid securities of unsuccessful bidders will be returned upon award of contract to the successful bidder or on the expiry of validity of Bid Security whichever is earlier.
- 13.4 The Bid Security of the successful bidder will be returned when the bidder has furnished the required Performance Security, and signed the Contract Agreement (SPP Rule 37).
- 13.5 The Bid Security may be forfeited:
- (a) if a bidder withdraws his bid during the period of bid validity; or
  - (b) if a bidder does not accept the correction of his Bid Price, pursuant to Sub-Clause 16.4 (b) hereof; or
  - (c) in the case of a successful bidder, if he fails within the specified time limit to:
    - (i) furnish the required Performance Security or
    - (ii) sign the Contract Agreement.

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

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

## B. 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.

## C. BID OPENING AND EVALUATION

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

- 16.1 The Procuring Agency will open the bids, in the presence of bidders' representatives who choose to attend, at the time, date and in the place specified in the Bidding Data.
- 16.2 To assist in the examination, evaluation and comparison of Bids the 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).
- 16.3 (a) Prior to the detailed evaluation, pursuant to IB.16.7 to 16.9, the 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.
- 16.4 A Bid determined as substantially non-responsive will be rejected and will not subsequently be made responsive by the bidder by correction of the non-conformity.
- 16.5 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.

### **IB.17 Process to be Confidential**

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

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

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

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

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

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

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

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

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

## **D. AWARD OF CONTRACT**

### **IB.18. Post Qualification**

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

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

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

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

- 19.1 Subject to IB.19.2, the Procuring Agency will award the Contract to the bidder whose bid has been determined to be substantially responsive to the Bidding Documents and who has offered the lowest evaluated Bid Price, provided that such bidder has been determined to be qualified to 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 0.35% of bid price(updated from time to time) stated in Letter of Acceptance shall be executed within seven (07) days of the receipt of Form of Contract Agreement by the successful bidder from the Procuring Agency.

## **IB.21 Performance Security**

- 21.1 The successful bidder shall furnish to the Procuring Agency a Performance Security in the form and the amount stipulated in the Conditions of Contract within a period of fourteen (14) days after the receipt of Letter of Acceptance (SPP 39).
- 21.2 Failure of the successful bidder to comply with the requirements of Sub-Clauses IB.20.2 & 20.3 or 21.1 or Clause IB.22 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security.
- 21.3 Publication of Award of Contract: within seven days of the award of contract, the procuring shall publish on the website of the authority and on its own website, if such a website exists, the results of the bidding process, identifying the bid through procurement identifying Number if any and the following information:
- (1) Evaluation Report;
  - (2) Form of Contract and letter of Award;
  - (3) Bill of Quantities or Schedule of Requirements. (SPP Rule 50)

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

## BIDDING DATA

Name of Procuring Agency: Directorate of Industries & Commerce, Karachi

Brief Description of Works Rehabilitation of the Record Room and Data Automation /Digitalization of Directorate of Industries & Commerce, Rs..28.751 (Millions)

- 5.1 (a) Procuring Agency's Address: Office of the Directorate of Industries & Commerce, Karachi, Second Floor, Statelife Building No. 11, Abdullah Haroon Road, Saddar, Karachi. Phone No# 021-99203206-08.
- 5.2 Address: Directorate of Industries & Commerce, Karachi Second Floor, Statelife Building No. 11, Abdullah Haroon Road, Saddar, Karachi. Phone No# 021-99203206-08.
- 5.3 Bid shall be quoted entirely in Pak. Rupees. The payment shall be made in Pak. Rupees.
- 5.4 Financial capacity: ***(must have turnover of at least 50 Million last three year).***
- Technical capacity:***(Must have registration along with license must have Income Tax & General Sale Tax under the FBR, SRB registration, Professional Tax.***
  - Construction Capacity: ***(please refer to Schedule A).***
  - ***Registration with FBR & SBR with activated position.***
  - ***Last three years bank statement.***
  - ***Technical / financial joint venture (If any).***
  - ***List of completed works (atleast 4 Nos) with documentary evidence along with satisfactory completion certificate.***
  - ***Registration with electric Inspector of relevant region for Electric works***
- 5.5 (a) A detailed description of the Works, essential technical and performance characteristics

**5.6 Amount of Bid Security**

2% of estimated cost

**5.7 Period of Bid Validity: 90 Days**

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

(In Original).

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

Directorate of Industries & Commerce, Karachi, Second Floor, Statelife Building No. 11, Abdullah Haroon Road, Saddar, Karachi. Phone No# 021-99203206-08

**5.10 Deadline for Submission of Bids**

Time: 09.00 AM on 01/06/2026.

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

Venue: Office of the Directorate of Industries & Commerce, Karachi  
Second Floor, Statelife Building No. 11, Abdullah Haroon Road, Saddar,  
Karachi. Phone No# 021-99203206-08

Time: 10:00 AM Date: 01/06/2026

**FORM OF BID**  
**(LETTER OF OFFER)**

Bid Reference No. \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
*(Name of Works)*

To:

Assistant Director  
(Admn)  
Directorate of Industries  
& Commerce, Karachi

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. 3 for the execution of the above-named works, we, the undersigned, being a company doing business under the name of \_\_\_\_\_ and address \_\_\_\_\_ and being duly incorporated under the laws of Pakistan hereby offer to execute and complete such works and remedy any defects therein in conformity with the said Documents including Addenda thereto for the Total Bid Price of Rs \_\_\_\_\_ (Rupees \_\_\_\_\_) or such other sum as may be ascertained in accordance with the said Documents.
2. We understand that all the Schedules attached hereto form part of this Bid.
3. As security for due performance of the undertakings and obligations of this Bid, we submit herewith a Bid Security in the amount of \_\_\_\_\_ drawn in your favour or made payable to you and valid for a period of Ninety (90) 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 **90** days from the date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
6. Unless and until a formal Agreement is prepared and executed, this Bid, together with your written acceptance thereof, shall constitute a binding contract between us.
7. We undertake, if our Bid is accepted, to execute the Performance Security

Referred to in Conditions of Contract for the due performance of the Contract.

8. We understand that you are not bound to accept the lowest or any bid you may receive.
  
9. We do hereby declare that the Bid is made without any collusion, comparison of figures or arrangement with any other person or persons making a bid for the Works.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20

Signature \_\_\_\_\_

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

\_\_\_\_\_  
*(Name of Bidder in Block Capitals)*

*(Seal)*

Address

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

Witness:

(Signature) \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

## **MANDATORY CRITERIA FOR ELIGIBILITY OF BIDDER(S)**

As per SPPRA 46 (1) SPPRA Rules, 2010 (as amended up to date), the bidding procedure is “Single Stage – One Envelope” and the criteria regarding eligibility, responsiveness and unresponsive of bid will be followed as per SPPRA Rule 42, 43, 44, 45, 46(2) and 47. For the purpose, the bidder must submit the followings:

The Bidder (Firm/companies) must meet all the mandatory criteria:

- (i) The bidder must submit bid in light of SPPRA Rule 24 (Submission of bids).
- (ii) The bidder must submit bid security equivalent to 2% of estimated cost along with bidding documents in light of SPPRA Rule 37. The bid validity period must be 90 days in light of SPPRA Rule 38.
- (iii) Full name of the firm along with organizational structure and permanent address with telephone number, fax number and e-mail.
- (iv) The participants must quote their rates both in words and figures.
- (v) Details of works executed by the firms indicating scope of works, estimated cost and time taken for completion duly certified by the concerned officials.
- (vi) Affidavit on Rs. 500 non-judicial stamp paper that the contractor has neither blacklisted by any agency nor involved in any subversive activities.
- (vii) Valid active NTN, Professional Tax and SRB Registration Certificate.
- (viii) Valid registration with FBR along with Income tax returns of last 3 years.
- (ix) Valid registration with SRB along with returns of last 12 months.
- (x) Registration with Electric Inspector of concerned Region for Electric Works
- (xi) Provide Bank Statement last three year, income Tax Return and Certified Annual Audit Report issued by (ICAP) registered audit firms for the last three years. Audit Report issued other than (ICAP) registered audit firms will not be accepted.
- (xii) List of cases entered into arbitration/litigation. If not involved, then affidavit on Rs. 500/- non judicial stamp paper to the effect that the firm/contractor was not involved in any litigation, no work was rescinded in the past. List of works where penalty is involved, any.
- (xiii) Attach details of black listing of the company (Attach all details of blacklisting or in-case there is no such case attach affidavit of not black listing on a non-judicial stamp paper of Rs.500/- only. Not doing so will result in rejection of tender
- (xiv) Annual Turnover of at least 50 Million last three year. Turnover will be evaluated from the Annual Returns & Audit report (Last three years each) must be attached.
- (xv) All forms in the document must be attached with the profile of the bidder else the document shall not be considered for evaluation.
- (xvi) Undertaking on Rs.500/- non judicial stamp paper that the information/documents submitted are correct and true.

## Schedule of Requirement/BILL OF QUANTITIES

### Rehabilitation of The Record Room And Data Automation / Digitalization of Directorate of Industries & Commerce Government Of Sindh Karachi

S.No	Particulars	Rate	Qty	Amount
<b>1.1</b>	<b>COMPUTER, PRINTER &amp; PHOTO COPIER</b>			
1	Main Server Computer Dell PowerEdge or Similar Latest Model		1 Nos	
2	Computer (W.S) <b>Model:</b> Dell / HP or Similar <b>Processor:</b> Intel Core i7 (10th Generation or above) upto 5.00 Ghz Max Turbo Frequency <b>RAM:</b> 16 GB DDR (Expandable) <b>Storage:</b> 5TB 7200 RPM Segate/Similar <b>Graphics:</b> Intel/Dell UHD Graphics 630/770 or Equivalent <b>OS:</b> DOS (usually requires local OS installation) With LED 19 inch or above HP/Dell or Equivalent And Key Board & Mouse		4 Nos	
3	Printer HP /Canon/Epso Laser Jet Black Latest Model Latest High Performance Printer Fast (or Equivalent)		4 Nos	
4	Scanner HP/ Epson/ HP/Benq for Commercial document high performance scanner Latest Model 2026 <b>High-Speed Duplex Scanning:</b> Scans both sides of a document in one pass, with top-tier models <b>Large ADF Capacity:</b> Features 100- to 500-sheet automatic document feeders (ADF) for continuous, unattended, and hands-free scanning. <b>High Daily Duty Cycle:</b> Built to handle thousands of scans per day, with some production model.		4 Nos	
5	Photocopier Machine Ricoh/Xeros or Equivalent Commercial High Quality Fastest copier 2026 Model		4 Nos	
6	Printer HP /Canon/Epso Laser Jet Color Latest Model Latest High Performance Printer Fast (or Equivalent)		4 Nos	
7	Laptop <b>Model:</b> Dell / HP/Apple or Similar <b>Processor:</b> Intel Core i7 /i9 (Latest Generation) <b>RAM:</b> 04 GB DDR4 or above (Expandable) <b>Storage:</b> 512GB or above <b>Graphics:</b> Intel UHD Graphics 630 or Equivalent o <b>OS:</b> DOS (usually requires local OS installation)		4 Nos	
<b>1.2</b>	<b>RECORD DIGITALIZATION &amp; SOFTWARE</b>			
1	Software development covers following works; a) Enterprise Resource Planning (ERP) Systems Software b) Customer Relationship Management (CRM) Software c) Collaboration and Communication Tools d) Business Intelligence (BI) and Data Analytics Software e) Automation and Workflow Software (RPA) f) Cloud Computing Platforms g) Content Management Systems (CMS)		2 Nos	

2	License windows & supporting software		4 Nos	
<b>1.3</b>	<b>AC UNIT WITH INSTALLATION</b>			
1	Ac Split Units 1.5 Ton , Latest Model 2026 Haier/Dawlance/ Gree or Equivalent		5 Nos	
2	Ac Floor Standing 2 Ton Latest Model 2026 Haier/Gree/Dawlance or Equivalent		5 Nos	
3	Air Conditioner Fitting along with accessories		10 Nos	
<b>1.4</b>	<b>CCTV CAMERA DVR WITH INSTALLATION</b>			
1	CCTV Camera (High Resolution with 360 rotation with night vision latest model 2026)		12 Nos	
2	LED Screen 50 Inch for CCTV		01 Nos	
3	CCTV Installation, Wiring, Accessories Labour		1500 Feet	
4	DVR 16 Channel or above Hikvision or Dahua or Similar		1 Nos	
<b>1.5</b>	<b>FIRE EXTINGUISHER SYSTEM</b>			
1	Fire Extinguisher Cylinder 12kg (ABC Dry Chemical Powder)		12 Nos	
2	Fire Extinguisher Boll (Lightweight with advanced technology to extinguish the fire ) AFO Company/Similar		12 Nos	
3	Fire Blankets (Imported)		05 Nos	
<b>1.6</b>	<b>FURNITURE &amp; FIXTURE</b>			
1	Officer Table 6x2.6 (Wooden with side rack top glass)		1 Nos	
2	Officer Chair (Executive Chair Leather Cushion Adjustable machine system)		1 Nos	
3	Office Table 4x2.6 (Wooden with side rack top glass)		4 Nos	
4	Office Chair (Standard)		4 Nos	
5	Wooden Chair For Visitor		5 Nos	
6	Iron Rack (Seven Shelf with 16 Guage or similar)		5 Nos	
7	Iron Almiraha (16 Guage or similar)		5 Nos	
8	Computer Table (Imported Standard Size)		4 Nos	
9	Computer Chair (Imported with Arm machine adjustable)		4 Nos	

<b>1.7</b>	<b>MISCELLANEOUS ITEMS</b>			
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1	Anti-Termite Treatment (S.I.No.92-B)		2000 Feet	
2	chemical use on file		2000 File	
3	Electric work (S.I. Items detail sheet attached)		01 Hall	

**Schedule Items:**

No	Description	Rate	Qty.	Unit
1	<b>SCHEDULE ITEMS:</b>			
	<b>ELECTRICIAL WORK: (WIRING, T.P. WORK ETC</b>			
	Providing & laying (MAIN of SUB MAIN) PVC insulated & PVC sheeted with 4 core copper conductors 600.1000 volts size 16mm <sup>2</sup> (S.I.No.80) (per coil Rate = 1937.18Rftx3.280x90=571855.54 per coil		2.00	Coil
2	Providing & laying (MAIN of SUB MAIN) PVC insulated & PVC sheeted with 4 core copper conductors 600/1000 volts size 25mm <sup>2</sup> (S.I.No.80) (per coil Rate = 2538.18 Rftx3.280x90=749229.41 per coil		1.00	Coil
	Providing & fixing circuit breaker 3, 5, 10, 15, 20 & 30 TP(XS-30NS[NB]) on prepared board as required (S.I.No.180)		10.00	Nos
	Providing & Fixing circuit breaker 125, 150, 200, & 225 amp TP(XS-225NS) on prepared board as required (S.I.No.182)		2.00	Nos
	Providing & fixing earthing set (1'x1') copper plet i/c excavation of rock earth 12' depth or if water comes out i.c salt/ charcoal mixed with G.I pipe with nut bolt testing topping etc complete (S.I.No.252) 30NS[NB]) on prepared board as required (S.I.No.180)		1.00	Job
	<b>ELECTRICAL WORK: (INSTALLATION OF AC.)</b>			
	Providing & Fixing Channel patti 2" as required as per instruction of EI (S.I.No.251)		300.00	Rft
	Providing & Fixing circuit breaker 15, 20, 30, 40, 50 & 60amp TP(XS-100cs) [CB] on prepared board as required (S.I.No.181)		2.00	Each
	Labor Electric Work (making of main board, distributing board, points of Ac & camera connection		1.00	Hall

**Civil Work:**

S.N	ITEM OF WORK.	Quantity	Rate.	Unit.
	<b><u>PART (A) Civil Work)(i) Schedule Item</u></b>			
1	Scraping ordinary distemper or paint on (S.I.No.54(b)P-22)	392.00 Sft		P.Sft
2	Distempering (c) Three Coats.(S.I.24(C)/54)	392.00 Sft		P.Sft
3	Cement Concrete Plain including placing compacting finishing and curing complete (including screening and washing of stone aggregate without shurring) Ratio 1:3:6 (S.I.No.5 h / P-25)	98.00 Cft		P.Cft

- 4 Providing & Laying Full Body Porcelain Tile in Flooring or Facing of Approved Design Set in Grey Cement Mortar 1:2 or 3/4" Thickness in/c washing & joints with white Cement slurry using colour pigment for matching complete as per specification. (S/I.No.28(xi)P-46) 392.00 Sft P.Sft
- 5 Supplying & fixing in position Aluminum channels framing for sliding windows & ventilators of made with 5 mm thick tinted glass glazing (Belgium) & Aluminum fly screen I/c handles stoppers & locking arrangement etc. complete. (b) Deluxe model (Bronze). S.I.No.84(b) P-83 40.00 Sft P.Sft
- 6 Providing & fixing in position Aluminum channels framing for hinged doors of Alcop made with 5mm thick tinted glass glazing (Belgium) and Alpha (japan) locks i/c handles, stoppers etc comp. (b) Deluxe Model (S.I.No.83(b)/P-83) 42.00 Sft P.Sft

10% Below On Item No 06

- Part A-ii Civil Work Non Schedule Item
- 1 Providing and Fixing False ceiling of Gypsum Fibre board in/c. frame work of aluminium double channel Section hanged with Nails, Hooks, wire to ceiling etc. as directed by the Consultant. 392.00 Sft P.Sft
- 2 P/Fixing PVC Wall Panneling made of PVC width 7mm of approved design and color with specified framing (Non Corrosive) silicon sealent and special glue etc complete as instructed by the E.I this rate in/c all labour material and cartage etc 1078.00 Sft P.Sft

**Total**

**ABSTRACT**

Sr.No	Components	Schedule Item	Non-Schedule Item	Total
1				
2				
<b>TOTAL</b>				

Total amount of Composite Schedule Items

Rs:

\_\_\_\_\_ % Above / Below on the rates of CSR  
amount to be added / deducted on the basis of premium

Rs:

Total Amount of Non-Schedule Items

Rs:

**Total Rs:** \_\_\_\_\_

Add: 5% SRB Tax

Rs

**Total Rs** \_\_\_\_\_

**Grand Total Rs** \_\_\_\_\_

In Words \_\_\_\_\_

**CONTRACTOR**

**\*SPECIFIC WORKS DATA**

**Scope of Work:**

Bidders must quote for the complete scope of work which includes removal of existing plaster, cement concrete (CC) flooring, electrical installations, electrical cables, and conduits for air conditioning (AC) systems. The scope also includes providing AC drainage connections, drainage lines for fire extinguishing systems. This includes software development for automation and installation of computers, server computer, printers, photocopiers, The scope further covers supply and installation of CCTV cameras, DVR systems, LED display screens for CCTV monitoring, along with complete wiring, accessories, and labor. Additionally, will be provided, along with necessary furniture and fixtures. The chemicals shall be used to preserve and save old Records. Any Bid covering partial scope of work will be rejected as non-responsive.

Document Digitization supports regulatory compliance digitization delivers long term efficiency, control, and a strong foundation for digital transformation. Improved Accessibility Instant search and retrieval Higher Productivity Reduced manual handling of files Enhanced Security Controlled access, backups, and processing Cost Savings Reduced paper storage and operational overhead. Facilitate officers and staff in delivering services to government departments, institutions, courts, and the general public. Project will facilitate the Department Digitalization/Automation of records after completion of the project skilled manpower is available with executing whereas department will engage the staff for duty regarding functioning/preserving of old records properly. True digital transformation happens when core business functions are connected into an integrated ecosystem rather than isolated tools. Below is a clear, structured visualization of how major enterprise software categories interact to form a cohesive “digital backbone,” and the specific value each layer contributes.

1. Enterprise Resource Planning (ERP) Systems Software
2. Customer Relationship Management (CRM) Software
3. Collaboration and Communication Tools
4. Business Intelligence (BI) and Data Analytics SoftWARE
5. Automation and Workflow Software (RPA)
6. Cloud Computing Platforms
7. Content Management Systems (CMS)
8. Specialized Industrial/Functional Software

**SCHEDULE – F TO BID**

**(INTEGRITY PACT)**

**DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC  
PAYABLE BY CONTRACTORS  
(FOR CONTRACTS WORTH RS. 10.00 MILLION OR MORE)**

Contract No. \_\_\_\_\_ Dated \_\_\_\_\_  
Contract Value: \_\_\_\_\_  
Contract Title: \_\_\_\_\_

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

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

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

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

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

.....  
[Procuring Agency]

[Contractor]

## CONDITIONS OF CONTRACT

### 1. GENERAL PROVISIONS

#### 1.1 Definitions

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

##### **The Contract**

1.1.1 Contract<sup>1</sup> means the Contract Agreement and the other documents listed in the Contract Data.

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

1.1.3 Drawings<sup>1</sup> 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<sup>1</sup> means the authorized person if any named in the Contract Data and the legal successors in title to this person, but not (except with the consent of the Contractor) any assignee.

1.1.5 Contractor<sup>1</sup> means the person named in the Contract Data and the legal successors in title to this person, but not (except with the consent of the Procuring Agency) any assignee.

1.1.6 Party means either the Procuring Agency or the Contractor.

##### **Dates, Times and Periods**

1.1.7 Commencement Date<sup>1</sup> means the date fourteen (14) days after the date the Contract comes into effect or any other date named in the Contract Data.

1.1.8 Days means a calendar day

1.1.9 Time for Completion<sup>1</sup> means the time for completing the Works as stated in the Contract Data (or as extended under Sub-Clause 7.3), calculated from the Commencement Date.

##### **Money and Payments**

1.1.10 Cost means all expenditure properly incurred (or to be incurred) by the Contractor, whether on or off the Site, including overheads and similar charges but does not include any allowance for profit.

## **Other Definitions**

- 1.1.11 Contractor's Equipment<sup>l</sup> 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<sup>l</sup> 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<sup>l</sup> 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<sup>l</sup> means a change which is instructed by the 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.

## **1.2 Interpretation**

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

## **1.3 Priority of Documents**

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

#### 1.4 **Law**

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

#### 1.5 **Communications**

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

#### 1.6 **Statutory Obligations**

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

### 2. **THE PROCURING AGENCY**

#### 2.1 **Provision of Site**

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

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

#### 2.2 **Permits etc.**

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

#### 2.3 **Procuring Agency's Instructions**

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

#### 2.4 **Approvals**

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

### 3. **PROCURING AGENCY**

#### 3.1 **Authorized Person**

The Procuring Agency shall appoint a duly authorized person to act for him and on his behalf for the purposes of this Contract. Such authorized person shall be duly identified in the Contract Data or otherwise notified in writing to the Contractor as soon as he is so appointed. In either case the Procuring Agency shall notify the Contractor, in writing, the precise scope of the authority of such authorized person at the time of his appointment.

### **3.2 Procuring Agency**

The name and address of Procuring Agency is given in Contract Data. However the Contractor shall be notified by the 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 Procuring Agency all designs prepared by him, within fourteen (14) days of receipt the 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 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 Procuring Agency shall be responsible for the Specifications and Drawings.

## 6. **PROCURING AGENCY'S RISKS**

### 6.1 **The Procuring Agency's Risks**

The Procuring Agency's Risks are:-

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

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

## 7. TIME FOR COMPLETION

### 7.1 Execution of the Works

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

### 7.2 Programme

Within the time stated in the Contract Data, the Contractor shall submit to the 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 of any event(s) falling within the scope of Sub-Clause 6.1 or 10.3 of these Conditions of Contract and request the Procuring Agency for a reasonable extension in the time for the completion of works. Subject to the aforesaid, the Procuring Agency 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 within such period as may be prescribed by the Procuring Agency 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 Procuring Agency when he considers that the Works are complete.

## 8.2 **Taking-Over Notice**

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

## 9. **REMEDYING DEFECTS**

### 9.1 **Remedying Defects**

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

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

### 9.2 **Uncovering and Testing**

The Procuring Agency may give instruction as to the uncovering and/or testing of any work. Unless as a result of an uncovering and/or testing it is established that the Contractor's design, materials, plant or workmanship are not in accordance with the Contract, the Contractor shall be paid for such uncovering and/or testing as a Variation in accordance with Sub-Clause 10.2.

## 10. **VARIATIONS AND CLAIMS**

### 10.1 **Right to Vary**

The Procuring Agency may issue Variation Order(s) in writing. Where for any reason it has not been possible for the Procuring Agency to issue such Variations Order(s), the Contractor may confirm any verbal orders given by the Procuring Agency in writing and if the same are not refuted/denied by the Procuring Agency within ten (10) days of the receipt of such confirmation the same shall be deemed to be a Variation Orders for the purposes of this Sub-Clause.

## 10.2 Valuation of Variations

Variations shall be valued as follows:

- a) at a lump sum price agreed between the Parties, or
- b) where appropriate, at rates in the Contract, or
- c) in the absence of appropriate rates, the rates in the Contract shall be used as the basis for valuation, or failing which
- d) at appropriate new rates, as may be agreed or which the Procuring Agency considers appropriate, or
- e) if the 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 shall adjust the rate to allow for the change and will be valued as per sub clause 10.2.
- b) The Engineer shall not adjust rates from changes in quantities if thereby the Initial Contract Price is exceeded by more than 15 percent, except with the prior approval of the Procuring Agency.
- c) If requested by the Engineer, the contractor shall provide the Engineer with a detailed cost breakdown of any rate in the Bill of Quantities.

## 10.4 Early Warning

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

## 10.5 Valuation of Claims

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

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

#### 10.6 **Variation and Claim Procedure**

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

### 11. **CONTRACT PRICE AND PAYMENT**

#### 11.1 (a) **Terms of Payments**

The amount due to the Contractor under any Interim Payment Certificate issued by the Engineer pursuant to this Clause, or to any other terms of the Contract, shall , subject to Clause 11.3, be paid by the Procuring Agency to the Contractor within 30 days after such Interim Payment Certificate has been jointly verified by Procuring Agency and Contractor, or, in the case of the Final Certificate referred to in Sub Clause 11.5, within 60days after such Final Payment Certificate has been jointly verified by Procuring Agency and Contractor;

Provided that the Interim Payment shall be caused in thirty (30) days and Final Payment in 60 days in case of foreign funded project. In the event of the failure of the Procuring Agency to make payment within 90 days then Procuring Agency shall pay to the Contractor compensation at the 28 days rate of KIBOR+2% per annum in local currency and LIBOR+1% for foreign currency, upon all sums unpaid from the date by which the same should have been paid.

#### (b) **Valuation of the Works**

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

#### 11.2 **Monthly Statements**

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

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

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

### 11.3 **Interim Payments**

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

### 11.4 **Retention**

Retention money shall be paid by the Procuring Agency to the Contractor within fourteen (14) days after either the expiry of the period stated in the Contract Data, or the remedying of notified defects, or the completion of outstanding work, all as referred to in Sub-Clause 9.1, whichever is the later.

### 11.5 **Final Payment**

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

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

### 11.6 **Currency**

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

## 12. **DEFAULT**

### 12.1 **Defaults by Contractor**

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

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

## 12.2 Defaults by Procuring Agency

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

If the default is not remedied within twenty eight (28) days after the Procuring Agency's receipt of the Contractor's notice, the Contractor may by a second notice given within a further twenty one (21) days, terminate the Contract. The Contractor shall then demobilize from the Site.

## 12.3 Insolvency

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

## 12.4 Payment upon Termination

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

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

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

## 13. RISKS AND RESPONSIBILITIES

### 13.1 Contractor's Care of the Works

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

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

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

## 13.2 **Force Majeure**

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

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

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

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

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

## 14. **INSURANCE**

### 14.1 **Arrangements**

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

### 14.2 **Default**

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

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

## **15. RESOLUTION OF DISPUTES**

### **15.1 Engineer's Decision**

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

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

### **15.2 Notice of Dissatisfaction**

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

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

### **15.3 Arbitration**

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

## 16 INTEGRITY PACT

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

- (a) recover from the Contractor an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by the Contractor or any of his Sub-Contractors, agents or servants;
- (b) terminate the Contract; and
- (c) recover from the Contractor any loss or damage to the Procuring Agency as a result of such termination or of any other corrupt business practices of the Contractor or any of his Sub-Contractors, agents or servants.

On termination of the Contract under Sub-Para (b) of this Sub-Clause, the Contractor shall demobilize from the site leaving behind Contractor's Equipment which the Procuring Agency instructs, in the termination notice, to be used for the completion of the works at the risk and cost of the Contractor. Payment upon such termination shall be made under Sub-Clause 12.4, in accordance with Sub-Para (c) thereof, after having deducted the amounts due to the Procuring Agency under Sub-Para (a) and (c) of this Sub-Clause.

## CONTRACT DATA

### Conditions of Contract

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

1.1.4 **The Procuring Agency** means  
DIRECTORATE OF INDUSTRIES & COMMERCE, KARACHI

1.1.5 **The Contractor** means  
\_\_\_\_\_  
\_\_\_\_\_

1.1.7 **Commencement Date** means the date of issue of Notice by Procuring Agency to Commence which shall be issued within fourteen (14) days of the signing of the Contract Agreement.

1.1.9 **Time for Completion 24 Month**

1.1.20 (mention the name along with the designation including whether he belongs to department or consultant) and other details  
DIRECTORATE OF INDUSTRIES & COMMERCE, KARACHI

### 1.4 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:** \_\_\_\_\_

3.2 **Name and address Procuring Agency's :**

DIRECTORATE OF INDUSTRIES & COMMERCE, KARACHI

4.4 **Performance Security:**

Amount 2% OF BID

Validity 6 MONTHS AFTER COMPLETION OF WORK \_\_\_\_\_

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

Specification Clause No's \_\_\_\_\_

7.2 **Programme:**

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

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

7.4 Amount payable due to failure to complete shall be 0.05% per day up to a maximum of (10%) of sum stated in the Letter of Acceptance

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

7.5 **Early Completion**

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

9.1 **Period for remedying defects**

1 MONTH

10.2 (e) **Variation procedures:**

Day work rates \_\_\_\_\_  
\_\_\_\_\_ (details)

11.1 **Terms of Payments**

2) **Secured Advance on Materials**

(a) The Contractor shall be entitled to receive from the Procuring Agency Secured Advance against an INDENTURE BOND in P W Account Form No. 31(Fin. R. Form No. 2 acceptable to the Procuring Agency of such sum may consider proper in respect of non-perishable materials brought at the Site but not yet incorporated in the Permanent Works provided that:

- (i) The materials are in accordance with the Specifications for the Permanent Works;
  - (ii) Such materials have been delivered to the Site and are properly stored and protected against loss or damage or deterioration to the satisfaction and verification of the Procuring Agency but at the risk and cost of the Contractor;
  - (iii) The Contractor's records of the requirements, orders, receipts and use of materials are kept in a form approved by the Procuring Agency, and such records shall be available for inspection by the Procuring Agency;
  - (iv) The Contractor shall submit with his monthly statement the estimated value of the materials on Site together with such documents as may be required by the Procuring Agency for the purpose of valuation of materials and providing evidence of ownership and payment therefore;
  - (v) Ownership of such materials shall be deemed to vest in the Procuring Agency and these materials shall not be removed from the Site or otherwise disposed of without written permission of the Procuring Agency;
  - (vi) The sum payable for such materials on Site shall not exceed 75 % of the (i) landed cost of imported materials, or (ii) ex-factory / ex-warehouse price of locally manufactured or produced materials, or (iii) market price of stands other materials;
  - (vii) Secured Advance should not be allowed unless & until the previous advance, if 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 Procuring Agency 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) Procuring Agency 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.

5.4 **Percentage of retention\*:** *five (5%)*

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

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

**Type of cover**

The Works

**Amount of cover**

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

**Type of cover**

Contractor's Equipment:

**Amount of cover**

Full replacement cost

**Type of cover**

Third Party-injury to persons and damage to property

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

Workers:

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Other cover\*:

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

14.2 **Amount to be recovered**

Premium plus \_\_\_\_\_percent (\_\_\_\_%).

15.3 **Arbitration\*\***

Place of Arbitration: \_\_\_\_\_

\_\_\_\_\_  
\* (Procuring Agency to specify as appropriate)

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

**FORM OF BID SECURITY**  
(Bank Guarantee)

Guarantee No. \_\_\_\_\_  
Executed on \_\_\_\_\_

(Letter by the Guarantor to the Procuring Agency)

Name of Guarantor (Scheduled Bank in Pakistan) with  
address: \_\_\_\_\_

Name of Principal (Bidder) with  
address: \_\_\_\_\_

\_\_\_\_\_  
Sum of Security (express in words and  
figures): \_\_\_\_\_

\_\_\_\_\_  
Bid Reference No. \_\_\_\_\_ Date of Bid \_\_\_\_\_

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

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

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

- (1) that the Bid Security shall remain valid for a period of twenty eight (28) days beyond the period of validity of the bid;
- (2) that in the event of;
  - (a) the Principal withdraws his Bid during the period of validity of Bid, or
  - (b) the Principal does not accept the correction of his Bid Price, pursuant to Sub-

- Clause 16.4 (b) of Instructions to Bidders, or
- (c) failure of the successful bidder to
- (i) furnish the required Performance Security, in accordance with Sub-Clause IB-21.1 of Instructions to Bidders, or
  - (ii) sign the proposed Contract Agreement, in accordance with Sub-Clauses IB-20.2 & 20.3 of Instructions to Bidders,

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

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

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

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

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

\_\_\_\_\_  
Guarantor (Bank)

Witness:

1. Signature \_\_\_\_\_

1. \_\_\_\_\_

2. Name \_\_\_\_\_

\_\_\_\_\_  
Corporate Secretary (Seal)

3. Title \_\_\_\_\_

2. \_\_\_\_\_

\_\_\_\_\_  
(Name, Title & Address)

Corporate Guarantor (Seal)

**FORM OF PERFORMANCE SECURITY  
(Bank Guarantee)**

Guarantee No. \_\_\_\_\_  
Executed on \_\_\_\_\_  
Expiry Date \_\_\_\_\_

(Letter by the Guarantor to the Procuring Agency)

Name of Guarantor (Scheduled Bank in Pakistan) with  
address: \_\_\_\_\_

Name of Principal (Contractor) with  
address: \_\_\_\_\_  
\_\_\_\_\_

Penal Sum of Security (express in words and  
figures) \_\_\_\_\_  
\_\_\_\_\_

Letter of Acceptance No. \_\_\_\_\_ Dated \_\_\_\_\_

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

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

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

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

be received by us within the validity period of this Guarantee, failing which we shall be discharged of our liability, if any, under this Guarantee.

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

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

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

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

## FORM OF CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT (hereinafter called the —Agreement!) made on the \_\_\_\_\_ day of \_\_\_\_\_ 2026 \_\_\_\_\_ between \_\_\_\_\_ (hereinafter called the —Procuring Agency!) of the one part and \_\_\_\_\_ (hereinafter called the —Contractor!) of the other part.

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

NOW this Agreement witnesseth as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents after incorporating addenda, if any except those parts relating to Instructions to Bidders, shall be deemed to form and be read and construed as part of this Agreement, viz:
  - (a) The Letter of Acceptance;
  - (b) The completed Form of Bid along with Schedules to Bid;
  - (c) Conditions of Contract & Contract Data;
  - (d) The priced Schedule of Prices/Bill of quantities (BoQ);
  - (e) The Specifications; and
  - (f) The Drawings
3. In consideration of the payments to be made by the Procuring Agency to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Procuring Agency to execute and complete the Works and remedy defects therein in conformity and in all respects within the provisions of the Contract.
4. The Procuring Agency hereby covenants to pay the Contractor, in consideration of the execution and completion of the Works as per provisions of the Contract, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

Signature of the Contactor

Signature of the Procuring Agency

\_\_\_\_\_

\_\_\_\_\_

(Seal)

(Seal)

Signed, Sealed and Delivered in the presence of:

Witness:

Witness:

\_\_\_\_\_

\_\_\_\_\_

(Name, Title and Address)

(Name, Title and Address)





Dated: 13<sup>th</sup> May 2026

**NOTICE INVITING TENDER**

Directorate of Industries & Commerce, Sindh, Karachi, invites electronic bids (E-Bids) through the "E-Pak Acquisition and Disposal System (EPADS)" available on the website [EPADS Portal](#) under the Single Stage - One Envelope Procedure in accordance with the under provisions of 46 (1) SPPRA Rules, 2010 (as amended up to date), for the following ADP Scheme No. 1216, from interested and well-reputed firms/companies having relevant experience. The participating firms/companies must be duly registered with the Sindh Revenue Board (SRB), Federal Board of Revenue for Income Tax & General Sales Tax (GST), Professional Tax for the following work:

S.NO	NAME OF WORK	ESTIMATED COST	TENDER FEES	BID SECURITY	TIME COMPLETION
1.	<i>Rehabilitation of the Record Room and Data Automation /Digitalization of Directorate of Industries &amp; Commerce ADP Scheme No. 1216 of 2025-26</i>	Rs: 28.751 (M)	Rs: 3,000/-	03 %	34 Months

- (i) Interested bidders may seek further information by obtaining bidding documents upon submitting written application to the office Directorate of Industries & Commerce, Sindh, Karachi, or may downloading it from website [http://www.epads.gov.pk](#)
- (ii) Tenders Schedule date and time shall be followed as:
  - a) Date of Issue: 13.05.2026 (Tuesday)
  - b) Last date of Submission of Bid (date & time): 01.06.2026 (Monday) at 00.00 A.M
  - c) Bid Opening (date & time): 01.06.2026 (Monday) at 10.00 A.M.
- (iii) Bidders are required to submit their bids, including all requisite information or supporting information, electronically on or before **01.06.2026** through designated e-procurement system i.e. E-Pak Acquisition and Disposal System (E-PADS) of Sindh Public Procurement Regulatory Authority by registering their company in advance at [http://portal.sindh.gov.pk](#) prior to the bid opening date which is 01<sup>st</sup> June (Monday), 2026 at 10:00 AM.
- (iv) Physical bids shall neither be allowed nor accepted. Bid submitted after the specified date & time will not be considered.
- (v) Bidders are requested to be given their Best and Final Price as "No" negotiation is permitted.
- (vi) Bidders must fulfill relevant experience minimum three years and period of turn-over of at least last three years;
- (vii) Bidders must possess registration with Federal Board of Revenue (FBR) (NTN Certificate should be attached) for Income Tax, General Sales Tax and also registration with Sindh Revenue Board (SRB) Certificate should be attached).
- (viii) Firms/Corporates shall possess Tax return receipts of the last three (3) years and must be active Tax Payer Status on Income Tax and SRB. Bidders must fulfill Bank Account Statement in the name of the Bidders Firm for the last three (3) years.
- (ix) Bidder must submit Annual audit reports of last three years from (ICAP) registered audit firm. Audit report issued other than (ICAP) registered audit firm will not be accepted.
- (x) Bidder must submit affidavit duly attested in the effect that the all documents/particulars information furnished are true and correct, if any information found incorrect/including the Procuring Agency reserves the right to reject the bid.
- (xi) An original and latest undertaking/Affidavit on E-Stamp Paper duly attested Rs.500/- that the Bidder / firm have never been blacklisted by any Government, Semi Government, Autonomous or State-Owned Organization & their cases regarding blacklisting are not under trial by any Court of Law.
- (xii) Authority Letter on E-Stamp & bring original NIC of firm owner / proprietor.
- (xiii) Bid Security of an amount equivalent to 2% of the total quoted bid amount must be attached with the bid(s) in the shape of Pay Order / Demand draft / Call deposit / Bank Guarantee in the name of Assistant Director (Admin), Directorate of Industries & Commerce, Sindh, Karachi. However, the original bid security instrument shall be required physically in separate sealed envelope from all the prospective bidders on or before bid opening date and a copy of the same instrument without detaching the bid security amount, to be required electronically. Non-compliance will cause the rejection of the bid(s).
- (xiv) In case, date of opening of bids is declared as a public holiday or non-working day due to Sindh Majlis, the next official working day shall be deemed to be date for issuance, submission and opening of tender. The time and venue shall remain unchanged.
- (xv) The procuring agency reserves the right to reject all or any bid or cancel the bidding process, in whole or in part, at any time prior to the acceptance of a proposal, subject to the relevant provisions of SPP Rules, 2010 (Amended from time to time).

Dated: 13.05.2026

ZUBAID HUSSAIN  
 ASSISTANT DIRECTOR (ADMIN)  
 DIRECTORATE OF INDUSTRIES & COMMERCE

**A2** Sindh home minister conferred with Share-e-Imdad

**A7** Families of Pakistani hostages held by Somali pirates call for rescue

**A8** PM directs steps for SMEs, women entrepreneurs access to easy loans

**A8** Garfite erupts in Philippines Senate amid ICC arrest bid for senator

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Founded by: Shaheed Suhrawardy



## گورنمينت آف سنڌ

### ڊائريڪٽوريٽ آف انڊسٽريز اينڊ ڪامرس

02 فلور، اسٽيٽ لائف بلڊنگ نمبر، 11 عبدالله هارون روڊ ويجهو زينب مارڪيٽ، صدر، ڪراچي  
NO. S-IND/ADP 1216/NIT/2026 Dated: 13 May, 2026

## ٽينڊر گھراڻي لاءِ نوٽيس

ڊائريڪٽوريٽ آف انڊسٽريز اينڊ ڪامرس سنڌ، ڪراچي، ٽي-پاڪ ايڪزپوزيشن اينڊ ڊسپوزل سسٽم (EPADS) ذريعي اليڪٽرانڪ واک (اي-واڪ) گھراڻي لاءِ جيڪي ويب سائيٽ EPADS پورٽل تي موجود آهن، منگل لسٽيڊ - ون لڊاني طريقڪار تحت 46 (1) SPRA 2010 (هيسٽائين ٽرميز ليل) جي هيٺ ٽنل ADP اسڪيم نمبر 1216 جي هيٺ ٽنل شين جي مطابق لاڳاپيل تجريري وڪنڊز دلچسپي وڪنڊز ۽ سٺي شهرت وڪنڊز فورمن / ڪمپنين کان حصو وٺندڙ فورمن / ڪمپنين کي لازمي طور تي سنڌ روپنيو بورڊ (SRB) ليڊر بورڊ آف روپنيو فار لڪر ليڪس اينڊ جنرل سيلز ليڪس (GST) پيش روٽي ليڪس سان هيٺين ڪمن لاءِ رجسٽرڊ هجڻ گھرجي:

سرويل نمبر	ڪم جو نالو	ڪٽيل لاڳت	ٽينڊر في	واڪ سيڪيورٽي	تڪميل جو ملو
1	ڊائريڪٽوريٽ آف انڊسٽريز اينڊ ڪامرس جي رڪارڊ روم ۽ ڊيٽا آئوٽيڪيشن/ڊيجيٽائيزيشن (ADP اسڪيم نمبر 1216 آف 2025-26) جي ٻيهر بحالي	28.751 (ايمر)	3000 روپيا	02%	24 مهينا

- (i) دلچسپي وڪنڊز واک ٽينڊر وٺيڪ معلومات حاصل ڪري سگھن ٿا ۽ ڊائريڪٽوريٽ آف انڊسٽريز اينڊ ڪامرس سنڌ، ڪراچي جي آفيس پر تحريري درخواست جمع ڪرائي واک دستاويز حاصل ڪري سگھن ٿا يا ان کي ويب سائيٽ <http://portalsindh.eprocure.gov.pk/> تان پاڻون لوڙ ڪري سگھن ٿا.
- (ii) ٽينڊر فيڊبول جي تاريخ ۽ وقت هيٺ ٽنل هوندو:
  - (a) جاري ٿيڻ جي تاريخ: 13.05.2026 (اڱارو)
  - (b) واک جمع ڪرائڻ جي آخري تاريخ (تاريخ ۽ وقت): 01.06.2026 (سومر) صبح 09:00 وڳي
  - (c) واک کولڻ (تاريخ ۽ وقت): 01.06.2026 (سومر) صبح جو 10:00 وڳي
- (iii) واک ٽينڊرن کي پهتجا واک جنهن پر سڀني گھريل معلومات يا معارن معلومات شامل آهن، اليڪٽرانڪ طور تي 01 جون 2026 تي صبح 09:00 وڳي يا ان کان اڳ سنڌ پبلڪ پروڪيورمينٽ ريگيوليٽري ٽائرن تي جي مقرر ڪيل اي-پروڪيورمينٽ سسٽم يعني ٽي-پاڪ ايڪزپوزيشن اينڊ ڊسپوزل سسٽم (اي-پي-س) ذريعي جمع ڪرائڻ گھرجن. انهن جي ڪمپني کي <http://portalsindh.eprocure.gov.pk/prior> تي اڳوڻو رجسٽر ڪرائيندي واک کولڻ جي تاريخ کان اڳ جيڪا 01 جون (سومر) 2026 تي صبح 10:00 وڳي آهي.
- (iv) فوريڪل واکن جي اجازت ڏني ويندي ۽ ڏني قبول ڪيو ويندو. مقرر ڪيل تاريخ ۽ وقت کانپوءِ جمع ڪرايل واک تي غور نه ڪيو ويندو.
- (v) واک ٽينڊرن کي درخواست ڪئي وئي آهي تڏهن کي انهن جي بهترين ۽ آخري قيمت ٺهي وڃي چاڪاڻ نه ٿي سگھي ٿي جي اجازت آهي.
- (vi) واک ٽينڊرن کي گھٽ ڀر گھٽ ٽن سالن جو لاڳاپيل تجريريو پورو ڪرڻ گھرجي ۽ گھٽ ڀر گھٽ گزريل ٽن سالن جو ٽرن اوڻو هجڻ گھرجي.
- (vii) واک ٽينڊرن وٺ ليڊر بورڊ آف روپنيو (FBR) سان رجسٽريشن هجڻ گھرجي (NTN سرٽيفڪيٽ لڪر ليڪس جنرل سيلز ليڪس لاءِ شامل هجڻ گھرجي) ۽ سنڌ روپنيو بورڊ سان رجسٽريشن (SRB) سرٽيفڪيٽ ان مان شامل هجڻ گھرجي.
- (viii) فورم/ڪمپنين وٽ گزريل ٽن (3) سالن جون ليڪس ريشن رسيلون هونديون ۽ انهن کي انڪر ليڪس ۽ ايس آر بي تي فعال ليڪس ادا ڪندڙ حيثيت هجڻ گھرجي. واک ٽينڊرن کي گزريل ٽن (3) سالن کان واک ٽينڊر فورم جي ڏاڻي تي بيٺڪ اڪائونٽ اسٽيٽمينٽ کي پورو ڪرڻ گھرجي.
- (ix) واک ٽينڊر کي (ICAP) رجسٽرڊ آڊٽ فورم کان گزريل ٽن سالن جي سالياني آڊٽ رپورٽون جمع ڪرائڻ گھرجن. (ICAP) رجسٽرڊ آڊٽ فورم ڪانسواڙ جاري ڪيل آڊٽ رپورٽ قبول نه ڪئي ويندي.

زيبير حسين

اسسٽنٽ ڊائريڪٽر (ايڊمن)

ڊائريڪٽوريٽ آف انڊسٽريز اينڊ ڪامرس

INF/KRY No. 1869/2026

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