



Ref: CTO/SEZMC/KSEZ/O&M/2022-23/158

TENDER NOTICE

Sindh Economic Zones Management Company (“SEZMC”) intends to invite Professional and Eligible Contractors and Firms to participate in the bidding process for the building maintenance and Branding works (Administration Building & Boundary Wall) at Khairpur Special Economic Zone as per SPP Rules 2010. The companies must be registered with FBR and SRB on Active tax payers list of federal and provincial government including SRB and proof of valid registration with PEC for procurement of maintenance and Branding works for the period of Forty-Five (45) days commencing from the month of June 2026. The Single stage-one envelope procedure shall be used for procurement.

Bidding documents, containing Terms & Conditions can be downloaded from following website: www.sezmc.gos.pk , <https://portalsindh.eprocure.gov.pk/>, free of cost. The bidder must be registered with E - PAK ACQUISITION & DISPOSAL SYSTEM (EPADS). Interested bidders are requested to submit their bid online through EPADS portal. The bid security (1%) in the shape of Pay Order shall be submitted in SEZMC office on or before 1100 hours, 15th June, 2026. Bids will be opened on the same day at 12:00 noon.

Tender Document will be available form:	25 th May, 2026, 10:00 pm
Last Date of tender documents issued:	15 th June, 2026, 10:00 am
Date of submission of bidding documents:	15 th June, 2026, 11:00 am
Opening of bidding documents:	15 th June, 2026, 12:00 noon

The company reserves the right to accept or reject any proposal or terminate the proceedings at any stage according to the rules and regulations framed by SPP Rules 2010.

For Further Information:
Manager (Projects)
Sindh Economic Zones Management Company,
2nd Floor, Bahria Complex-IV, Choudhry Khaliq-Uz-Zaman Road,
Gizri, Karachi.
Tel: +92 21 99332220



INSTRUCTIONS TO BIDDERS

A. GENERAL

IB.1 Scope of Bid

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

IB.2 Source of Funds

- 2.1 The procuring agency has got approval From Sindh Economic Zones Management Company board Shall be funding the project as indicated in the Bidding Data local currency towards the cost of the project specified in the Bidding Data which based on Market rates and the funds will be available for payments under the Contract for which these Bidding Documents are issued.

IB.3 Eligible Bidders

- 3.1 This Invitation for Bids is open to Firms / Contractors / Joint Ventures who are eligible, and under provisions of Sindh Public Procurement Rules as mentioned below and, in the Notice, Inviting Tender (NIT)/ Bidding Document.

(c) Bidders: -

- (i) Registered with Pakistan Engineering Council in particular category and discipline,
- (ii) Registered with relevant tax authorities (income /sales tax, SRB wherever applicable)

IB.4 One Bid per Bidder

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

IB.5 Cost of Bidding:

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

IB.6 Site Visit

- 6.1 The bidders are advised to visit and examine the Site of Works and its surroundings and obtain for themselves on their own responsibility all information that may be necessary for preparing the bid and entering into a contract for construction of the Works. All cost in this respect shall be at the bidder's own expense.
- 6.2 The bidders and any of their personnel or agents will be granted permission by the Employer to enter upon his premises and lands for the purpose of such inspection, but only upon the express condition that the bidders, their personnel and agents, will release and indemnify the Employer, his personnel and agents from and against all liability in respect thereof and will be responsible for death or personal injury, loss of or damage to property and any other loss, damage, costs and expenses incurred as a result of such inspection.

B. BIDDING DOCUMENTS

IB.7 Contents of Bidding Documents (SSP RULES 21)

- 7.1 The Bidding Documents, in addition to invitation for bids, are those stated below and should be read in conjunction with any Addenda issued in accordance with Clause IB.9.
 - a. Instructions to Bidders.
 - b. General Conditions of Contract, Part-I (GCC).
 - c. Special Condition of Contract, Part-II (SCC).
 - d. Specifications -.
 - e. Form of Bid & Appendices to Bid.
 - f. Bill of Quantities
 - g. Drawings
 - h. Form of Bid Security.
 - i. Form of Contract Agreement.
 - j. Forms of Performance Security and Mobilization Advance Guarantee, and Indenture Bond for secured advance.
- 7.2 The bidders are expected to examine carefully the contents of all the above documents. Failure to comply with the requirements of bid submission will be at the Bidder's own risk. Pursuant to Clause IB.26, bids which are not substantially responsive to the requirements of the Bidding Documents will be rejected.

IB.8 Clarification of Bidding Documents (SSP RULES 21)

- 8.1 Any prospective bidder requiring any clarification (s) in respect of the Bidding Documents may notify the Employer in writing at the Employer's address indicated in the Invitation for Bids. The Employer will respond to any request for clarification which he receives earlier than 7 days prior to the deadline for submission of bids.

- 8.2 Copies of the Employer's response will be forwarded to all purchasers of the Bidding Documents, including a description of the enquiry but without identifying its source.

IB.9 Amendment / Modification of Bidding Documents

- 9.1 At any time prior to the deadline for submission of bids, the Employer may, for any reason, whether at his own initiative or in response to a clarification requested by a prospective bidder, modify the Bidding Documents by issuing addendum.
- 9.2 Any addendum thus issued shall be part of the Bidding Documents pursuant to Sub-Clause 7.1 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 Employer.
- 9.3 To afford prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer may extend the deadline for submission of bids in accordance with Clause IB.20

C. PREPARATION OF BIDS

IB.10 Language of Bid

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

IB.11 Documents Accompanying the Bid

- 11.1 Each bidder shall:
- (a) Submit a written power of attorney authorizing the signatory of the bid to act for and on behalf of the bidder;
 - (b) Update the information indicated and listed in the Bidding Data and previously submitted with the application for prequalification, and continues to meet the minimum criteria set out in the prequalification documents which as a minimum, would include the following:
 - (i) Evidence of access to financial resources along with average annual Construction turnover;
 - (ii) Financial predictions for the current year and the two following years including the effect of known commitments;
 - (iii) Work commitments since prequalification;
 - (iv) Current litigation information; and

- (v) Availability of critical equipment and
- (c) Furnish a technical proposal taking into account the various Appendices to Bid specially the following:

Appendix-D to Bid	Proposed Construction Schedule
Appendix-E to Bid	Method of Performing the Work
Appendix-F to Bid	List of Major Equipment

And other pertinent information such as mobilization programmed etc;

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

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

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

IB.12 Bid Prices

- 12.1 Unless stated otherwise in the Bidding Documents, the Contract shall be for the whole of the Works as described in Sub-Clause 1.1 hereof, based on the unit rates and / or prices submitted by the bidder.
- 12.2 The bidders shall fill in rates and price for all items Works described in the Bill of Quantities. Items against which no rate or price is entered by a bidder will not be paid for by the Employer when executed and shall be deemed covered by rates and prices for other items in the Bill of Quantities.
- 12.3 The bid price submitted by the contractor shall include all rates and price including the taxes. All duties, taxes and other levies payable by the Contractor under the Contract, or for any other cause, as on the date 28 days prior to the deadline for submission of bids shall be included in the rates and prices and the total Bid Price submitted by a bidder.

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

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

IB.13 Currencies of Bid and Payment

- 13.1 The unit rates and the prices shall be quoted by the bidder entirely in Pak rupees. A bidder expecting to incur expenditures in other currencies for inputs to the Works supplied from outside the Employer's country (referred to as the "Foreign Currency Requirements") shall indicate the same in Appendix-B to Bid. The proportion of the Bid Price (excluding Provisional Sums) needed by him for the payment of such Foreign Currency Requirements either (i) entirely in the currency of the Bidder's home country or, (ii) at the bidder's option, entirely in Pak rupees provided always that a bidder expecting to incur expenditures in a currency or currencies other than those stated in (i) and (ii) above for a portion of the foreign currency requirements, and wishing to be paid accordingly, shall indicate the respective portions in his bid

IB.14 Bid Validity

- 14.1 Bids shall remain valid for the period stipulated in the Bidding Data after the Date of Bid Opening specified in Clause IB.23.
- 14.2 In exceptional circumstances, prior to expiry of the original bid validity period, the Employer may request that the bidders extend the period of validity for a specified additional period which shall in no case be more than the original bid

validity period. The request and the responses thereto shall be made in writing. A bidder may refuse the request without forfeiting his Bid Security. A bidder agreeing to the request will not be required or permitted to modify his bid, but will be required to extend the validity of his Bid Security for the period of the extension, and in compliance with Clause IB.15 in all respects.

IB.15 Bid Security

- 15.1 Each bidder shall furnish, as part of his bid, a Bid Security in the amount stipulated in the Bidding Data in Pak Rupees or an equivalent amount in a freely convertible currency.
- 15.2 The Bid Security shall be, at the option of the bidder, in the form of Deposit at Call or a Bank Guarantee issued by a Scheduled Bank in Pakistan or from a foreign bank duly counter guaranteed by a Scheduled Bank in Pakistan in favour of procuring agency valid for a period 28 days beyond the Bid Validity date.
- 15.3 Any bid not accompanied by an acceptable Bid Security shall be rejected by the procuring agency as non-responsive.
- 15.4 Bid securities shall be released to the unsuccessful bidders once the contract has been signed with the successful bidder or the validity period has been expired.
- 15.5 The Bid Security of the successful bidder will be returned when the bidder has furnished the required Performance Security and signed the Contract Agreement.
- 15.6 The Bid Security may be forfeited:
 - (a) If the bidder withdraws his bid except as provided in Sub-Clause 22.1;
 - (b) If the bidder does not accept the correction of his Bid Price pursuant to Sub-Clause 27.2 hereof; or
 - (c) In the case of successful bidder, if he fails within the specified time limit to:
 - (i) Furnish the required Performance Security; or
 - (ii) Sign the Contract Agreement.

IB.16 Alternate Proposals by Bidder

“This item deleted in Totality”

IB.17 Pre-Bid Meeting

- 17.1 The Procuring agency may, on his own motion or at the request of any prospective bidder(s), hold a pre-bid meeting to clarify issues and to answer any questions on matters related to the Bidding Documents. The date, time and venue of pre-bid meeting, if convened, is as stipulated in the Bidding Data. All

prospective bidders or their authorized representatives shall be invited to attend such a pre-bid meeting at their own expense.

- 17.2 The bidders are requested to submit questions, if any, in writing so as to reach the Employer not later than five (5) days before the proposed pre-bid meeting.
- 17.3 Minutes of the pre-bid meeting, including the text of the questions raised and the replies given, will be transmitted without delay to all purchasers of the Bidding Documents. Any modification of the Bidding Documents listed in Sub-Clause 7.1 hereof which may become necessary as a result of the pre-bid meeting shall be made by the Employer exclusively through the issue of an Addendum pursuant to Clause IB.9 and not through the minutes of the pre-bid meeting.
- 17.4 Absence at the pre-bid meeting will not be a cause for disqualification of a bidder.

IB.18 Format and Signing of Bid

- 18.1 Bidders are particularly directed that the amount entered on the Form of Bid shall be for performing the Contract strictly in accordance with the Bidding Documents.
- 18.2 All appendices to Bid are to be properly completed and signed.
- 18.3 Alteration is not to be made neither in the Form of Bid nor in the Appendices thereto except in filling up the blanks as directed. If any such alterations be made or if these instructions be not fully complied with, the bid may be rejected.
- 18.4 Each bidder shall prepare by filling out the forms completely and without alterations and shall provide an original along with photocopies as per requirement of procuring agency, specified in the Bidding Data, of the documents comprising the bid as described in Clause IB.7 and clearly mark them "ORIGINAL" and "COPY" as appropriate. In the event of discrepancy between them, the original shall prevail.
- 18.5 The original and all copies of the bid shall be typed or written in indelible ink (in the case of copies, Photostats are also acceptable) and shall be signed by a person or persons duly authorized to sign on behalf of the bidder pursuant to Sub- Clause 11.1(a) hereof. All pages of the bid shall be initialed and stamped by the person or persons signing the bid.
- 18.6 The bid shall contain no alterations, omissions or additions, except to comply with instructions issued by the Employer, or as are necessary to correct errors made by the bidder, in which case such corrections shall be initialed by the person or persons signing the bid.
- 18.7 Bidders shall indicate in the space provided in the Form of Bid their full and proper postal addresses at which notices may be legally served on them and to which all correspondence in connection with their bids and the Contract is to be sent.
- 18.8 Bidders should retain a copy of the Bidding Documents as their file copy.

D. SUBMISSION OF BIDS

IB.19 Sealing and Marking of Bids

19.1 Each bidder shall submit his bid as under:

- (a) ORIGINAL Bid shall be submitted on ePADS portal along with a copy of the original bid security.
- (b) The original bid security shall be submitted on or before the closing time as mentioned in the bidding document.

IB.20 Deadline for Submission of Bids

20.1

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

20.2 The Employer may, at his discretion, extend the deadline for submission of bids by issuing an amendment in accordance with Clause IB.9, in which case all rights and obligations of the Employer and the bidders previously subject to the original deadline will thereafter be subject to the deadline as extended.

IB.21 Late Bids

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

IB.22 Modification, Substitution and Withdrawal of Bids

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

E. BID OPENING AND EVALUATION

IB.23 Bid Opening

- 23.1 The procuring agency will open the bids, including withdrawals, substitution and modifications made pursuant to Clause IB.22, in the presence of bidders' representatives who choose to attend, at the time, date and location stipulated in the Bidding Data. The bidders' representatives who are present shall sign a register evidencing their attendance.
- 23.2 Envelopes marked "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL" shall be opened and read out first. Bids for which an acceptable notice of withdrawal has been submitted pursuant to Clause IB.22 shall not be opened.
- 23.3 procuring agency shall read aloud the name of the bidder's total Bid Price and price of any Alternate Proposal(s), any discounts, bid modifications, substitution and withdrawals, the presence or absence of Bid Security, and such other details as the procuring agency may consider appropriate, total amount of each bid, and of any alternate bid if they have been requested or permitted, shall be read aloud and record when opened.
- 23.4 procuring agency shall prepare minutes of the bid opening, including the information disclosed to those present in accordance with the Sub-Clause 23.3.

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

- 24.1 Information relating to the examination, clarification, evaluation and comparison of bid and recommendations for the award of a contract shall not be disclosed to bidders or any other person not officially concerned with such process before the announcement of bid evaluation report in accordance with the requirements of Rule 45, which states that Procuring agencies shall announce the results of bid evaluation in the form of a report giving reasons for acceptance or rejection of

bids. The report shall be hoisted on website of authority and that of procuring agency if it website exists and intimated to all bidders at least three (3) days prior to the award of contract. The announcement to all bidders will include table(s) comprising read out prices, discounted prices, price adjustments made, final evaluated prices and recommendations against all the bids evaluated. Any effort by a bidder to influence the procuring agency's processing of bids or award decisions may result in the rejection of such bidder's bid. Whereas, any bidder feeling aggrieved, may lodge a written complaint as per Rule 31; however mere fact of lodging a complaint shall not warrant suspension of the procurement process.

IB.25 Clarification of Bids (SPP Rules 43)

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

IB.26 Examination of Bids and Determination of Responsiveness

26.1 Prior to the detailed evaluation of bids, the procuring agency will determine whether the bidder fulfills all codal requirements of eligibility criteria given in the tender notice such as registration with tax authorities, registration with PEC (where applicable), turnover statement, experience statement, and any other condition mentioned in the NIT and bidding document. If the bidder does not fulfill any of these conditions, it shall not be evaluated further.

26.2 Once found to be fulfilling the eligibility criteria, as mentioned in sub-clause 26.1, the bids of eligible bidders will be evaluated for technical responsiveness as per specification and criteria given in the bidding documents. Technical and financial evaluations may be carried out in accordance with single stage-single one envelope, single stage-two envelopes, two stage or two stage-two envelopes bidding procedures, (18) depending on the selection procedure adopted by the procuring agency..

26.3 A bid will be considered technically responsive if it (i) has been properly signed; (ii) is accompanied by the required bid security; and (iii) conforms to all the terms, conditions and specifications of the bidding documents, without material deviation or reservation. A material deviation or reservation is one (i) which affect in any substantial way the scope, quality or performance of the works; (ii) which limits in any substantial way, inconsistent with the bidding documents, the procuring agency's rights or the bidder's obligations under the contract; or (iii) adoption/rectification whereof would affect unfairly the competitive position of other bidders presenting substantially responsive bids.

26.4 If a bid has major deviations to the commercial requirements and technical specifications will be considered technically non responsive. As a general rule,

major deviations are those that if accepted, would not fulfil the purposes for which the bid is requested, or would prevent a fair comparison or affect the ranking of the bids that are compliant with the bidding documents.

(A). Major (material) Deviations include:-

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

(B) Minor Deviations

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

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

IB.27 Correction of Errors

- 27.1 Bids determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Errors will be corrected by the Employer as follows:
- (a) Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern; and
 - (b) Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern, unless in the opinion of the Employer there is an

obviously gross misplacement of the decimal point in the unit rate, in which case the line item total as quoted will govern and the unit rate will be corrected.

- 27.2 The amount stated in the Form of Bid will be adjusted by the Employer in accordance with the above procedure for the correction of errors and with the concurrence of the bidder, shall be considered as binding upon the bidder. If the bidder does not accept the corrected Bid Price, his Bid will be rejected, and the Bid Security shall be forfeited in accordance with Sub- Clause 15.6(b) hereof.

IB.28 Financial Evaluation and Comparison of Bids

- 28.1 The Employer will evaluate and compare only the Bids determined to be substantially responsive in accordance with Clause IB.26.
- 28.2 In evaluating the Bids, the Employer will determine for each Bid the evaluated Bid Price by adjusting the Bid Price as follows:
- (a) Making any correction for errors pursuant to Clause IB.27;
 - (b) excluding Provisional Sums if any, for contingencies in the Summary Bill of Quantities, but including competitively priced Day work; and
 - (c) Making an appropriate adjustment for any other acceptable variation or deviation.
- 28.3 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in Bid evaluation.
- 28.4 If the Bid of the successful bidder is seriously unbalanced in relation to the Employer's estimate of the cost of work to be performed under the Contract, the procure agency may require the bidder to produce detailed price analyses for any or all items of the Bill of Quantities to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, the Employer may require that the amount of the Performance Security set forth in Clause IB.32 be increased at the expense of the successful bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful bidder under the Contract.
- 28.5 Bidders may be excluded if involved in **"Corrupt and Fraudulent Practices"** means either one or any combination of the practices given below SPP Rule2 (q);
- (i) **"Coercive Practice"** means any impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence the actions of a party to achieve a wrongful gain or to cause a wrongful loss to another party;
 - (ii) **"Collusive Practice"** means any arrangement between two or more parties to the procurement process or contract execution, designed to achieve with or without the knowledge of the procuring agency to establish prices at artificial, non competitive levels for any wrongful gain;

- (iii) “Corrupt Practice” means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful gain;
- (iv) “Fraudulent Practice” means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
- (v) “Obstructive Practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract or deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements before investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or acts intended to materially impede the exercise of inspection and audit rights provided for under the Rules.

28.6 Evaluation Report (SPP Rule 45)

After the completion of evaluation process, as described in clauses IB 27 and IB 28, the procuring agency shall announce the results of bid evaluation in the form of report (available on the website of the authority) giving reasons for acceptance and rejection of bid. The report shall be hoisted on website of the authority and that of procuring agencies if its website exists and intimated to all bidders at least three (3) days prior to the award of contract.

F. AWARD OF CONTRACT

IB.29 Award (SPP 49)

- 29.1 Subject to Clauses IB.30 and IB.34 and provision of rules: the Employer 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 but not necessarily the lowest submitted price, within the original or extended period of bid validity. Provided that such bidder has been determined to be eligible in accordance with the provisions of Clause IB.3 and qualify pursuant to Sub-Clause IB 29.2.
- 29.2 The Employer, 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 for the said project:

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

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

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

IB.31 Notification /Publication of the Award of Contract (SSP Rules)

- 31.1 Prior to expiry of the period of bid validity, including extension, prescribed by the procuring agency, the procuring agency shall notify the successful bidder in writing (“Letter of Acceptance”) that his bid has been accepted. This letter shall mention the sum which the procuring agency will pay to the contractor in consideration of the execution and completion of the works by the contractor as prescribed by the contract (hereinafter and in the conditions of contract called the “Contract Price”).
- 31.2 No negotiation with the bidder having evaluated as lowest responsive or any other bidder shall be permitted, however, procuring agency may hold meetings to clarify any item in the bid evaluation report.
- 31.3 The notification of award and its acceptance by the bidder will constitute the formation of the contract, binding the procuring agency and the bidder till signing of the formal Contract Agreement.
- 31.4 Upon furnishing by the successful bidder of a Performance Security and signing of the contract, the procuring agency will promptly notify the name of the successful bidder to all bidders and return their bid securities accordingly.
- 31.5 Within seven days of the award of contract, procuring agency shall publish on the website of the Authority and on its own website, if such a website exists, the results of the bidding process, identify the bid through procurement identifying numbers, and the following information:
 - (1) Evaluation Report;
 - (2) Form of Contract and letter of Award;
 - (3) Bill of Quantities or Schedule of Requirement.
- 31.6 De briefing (SPP Rule 51).
 - (a) A bidder may ask the procuring agency for reasons for non acceptance of his bid and may request for a debriefing meeting and procuring agency shall give him the reasons for such non acceptance, either in writing or by holding a debriefing meeting with such a bidder.

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

IB.32 Performance Security (SPP Rule 39)

- 32.1 The successful bidder shall furnish to the Employer a Performance Security in the form of pay order or demand draft or bank guarantee, and the amount stipulated in the Bidding Data and the Conditions of Contract within a period of 14 days after the receipt of Letter of Acceptance.
- 32.2 Failure of the successful bidder to comply with the requirements of Sub-Clause IB.32.1 or Clauses IB.33 or IB.35 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security.
- 32.3 Validity of performance security shall extend at least ninety days beyond the date of completion of contract, or as mentioned in the bidding data to cover defects liability period or maintenance period subject to final acceptance by the procuring agency.

IB.33 Signing of Contract Agreement

- 33.1 Within 07 days from the date of furnishing of acceptable Performance Security under the Conditions of Contract, the Employer will send the successful bidder the Contract Agreement in the form provided in the Bidding Documents, incorporating all agreements between the parties.
- 33.2 The formal Agreement between the Employer and the successful bidder shall be executed within 07 days of the receipt of the Contract Agreement by the successful bidder from the Employer.
- 33.4 Stamp Duty .

The formal agreement between the Employer and the successful bidder shall be duly stamped at the rate of 0.35% paisa for every hundred rupees or part of the contract / bid Price (updated from time to time) stated in letter of acceptance.

IB.34 General Performance of the Bidders

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

IB.35 Integrity Pact (SPP Rule 89)

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

IB.36 Instructions not Part of Contract

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

IB.37 Arbitration (SPP Rule 34)

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

**PEC STANDARD BIDDING / CONTRACT DOCUMENTS
FOR CIVIL WORKS**

CONDITIONS OF CONTRACT

CONDITIONS OF CONTRACT

1. GENERAL PROVISIONS

1.1 Definitions

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

The Contract

- 1.1.1 “Contract” means the Contract Agreement and the other documents listed in the Contract Data.
- 1.1.2 “Specifications” means the document as listed in the Contract Data, including Employer’s requirements in respect of design to be carried out by the Contractor (if any), and any Variation to such document.
- 1.1.3 “Drawings” means the Employer’s drawings of the Works as listed in the Contract Data, and any Variation to such drawings.

Persons

- 1.1.4 “Employer” means the person named in the Contract Data and the legal successors in title to this person, but not (except with the consent of the Contractor) any assignee.
- 1.1.5 “Contractor” means the person named in the Contract Data and the legal successors in title to this person, but not (except with the consent of the Employer) any assignee.
- 1.1.6 “Party” means either the Employer or the Contractor.

Dates, Times and Periods

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

Money and Payments

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

charges but does not include any allowance for profit.

Other Definitions

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

1.2 Interpretation

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

1.3 Priority of Documents

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

1.4 Law

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

1.5 **Communications**

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

1.6 **Statutory Obligations**

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

2. **THE EMPLOYER**

2.1 **Provision of Site**

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

2.2 **Permits etc.**

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

2.3 **Engineer's/Employer's Instructions**

The Contractor shall comply with all instructions given by the Employer The Engineer/Representative, if notified by the Employer, in respect of the Works including the suspension of all or part of the Works.

2.4 **Approvals**

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

3. **ENGINEER'S/EMPLOYER'S REPRESENTATIVES**

3.1 **Authorised Person**

The Employer 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 Employer shall notify the Contractor, in writing, the precise scope of the authority of such authorized person at the time of his appointment.

3.2 **Engineer's/Employer's Representative**

The name and address of Engineer's/Employer's Representative is given in Contract Data. However the Contractor shall be notified by the

Engineer/Employer, 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 Employer for such appointment which consent shall not be unreasonable withheld by the Employer. 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 Employer 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 Employer.

4.4 Performance Security

The Contractor shall furnish to the Employer within fourteen (14) days after receipt of Letter of Acceptance a Performance Security at the option of the bidder, in the form of Bank Draft or Bank Guarantee or an insurance company having atleast AA rating from PACRA/JCR for the amount and validity specified in Contract Data.

5. DESIGN BY CONTRACTOR

5.1 Contractor's Design

The Contractor shall carry out design to the extent specified, as referred to in the Contract Data. The Contractor shall promptly submit to the Engineer/Employer all designs prepared by him. Within fourteen (14) days of receipt the Engineer/Employer shall notify any comments or, if the design submitted is not in accordance with the Contract, shall reject it stating the reasons. The Contractor shall not construct any element of the Works designed by him within fourteen (14) days after the design has been submitted to the Engineer/Employer or which has been rejected. Design that has been rejected shall be promptly amended and resubmitted. The Contractor shall resubmit all designs commented on taking these comments into account as necessary.

5.2 **Responsibility for Design**

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

6. **EMPLOYER'S RISKS**

6.1 **The Employer's Risks**

The Employer's Risks are: -

- a) war, hostilities (whether war be declared or not), invasion, act of foreign enemies, within the Country;
- b) rebellion, terrorism, revolution, insurrection, military or usurped power, or civil war, within the Country;
- c) riot, commotion or disorder by persons other than the Contractor's personnel and other employees including the personnel and employees of Sub-Contractors, affecting the Site and/or the Works;
- d) ionizing radiations, or contamination by radio-activity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radio-active toxic explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component of such an assembly, except to the extent to which the Contractor/Sub-Contractors may be responsible for the use of any radio-active material;
- e) Pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds;
- f) use or occupation by the Employer 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 Employer's personnel or by others for whom the Employer 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 Employer and accepted by the Employer.

7. TIME FOR COMPLETION

7.1 Execution of the Works

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

7.2 Programme

Within the time stated in the Contract Data, the Contractor shall submit to the Engineer/Employer 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 Employer/Engineer of any event(s) falling within the scope of Sub-Clause 6.1 or 10.3 of these Conditions of Contract and request the Employer/Engineer for a reasonable extension in the time for the completion of Works. Subject to the aforesaid, the Employer/Engineer shall determine such reasonable extension in the time for the completion of Works as may be justified in the light of the details/particulars supplied by the Contractor in connection with the such determination by the Employer/Engineer within such period as may be prescribed by the Employer/Engineer for the same; and

the Employer shall 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 Employer for such failure shall be to pay the amount stated in the Contract Data for each day for which he fails to complete the Works.

8. TAKING-OVER

8.1 Completion

The Contractor may notify the Engineer/Employer 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 Employer/Engineer shall either takeover the completed Works and issue a Certificate of Completion to that effect or shall notify the Contractor his reasons for not taking-over the Works. While issuing the Certificate of Completion as aforesaid, the Employer/Engineer 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 Employer, 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 Employer/Engineer in writing within the said period. Upon expiry of the said period, and subject to the Contractor's faithfully performing his aforesaid obligations, the Employer/Engineer shall issue a Maintenance Certificate whereupon all obligations of the Contractor under this Contract shall come to an end.

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

9.2 Uncovering and Testing

The Engineer/Employer 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 Employer/Engineer may issue Variation Order(s) in writing. Where for any reason it has not been possible for the Employer/Engineer to issue such Variations Order(s), the Contractor may confirm any verbal orders given by the Employer/Engineer in writing and if the same are not refuted/denied by the Employer/Engineer within seven (7) days of the receipt of such confirmation the same shall be deemed to be a Variation Orders for the purposes of this Sub-Clause.

10.2 Valuation of Variations

Variations shall be valued as follows:

- a) at a lump sum price agreed between the Parties, or
- b) where appropriate, at rates in the Contract, or
- c) in the absence of appropriate rates, the rates in the Contract shall

be used as the basis for valuation, or failing which

- d) at appropriate new rates, as may be agreed or which the Engineer/Employer considers appropriate,
- e) if the Engineer/Employer 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 **Early Warning**

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

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

10.4. **Valuation of Claims**

If the Contractor incurs Cost as a result of any of the Employer's Risks, the Contractor shall be entitled to the amount of such Cost. If as a result of any Employer's Risk, it is necessary to change the Works, this shall be dealt with as a Variation subject to Contractor's notification for intention of claim to the Engineer/Employer within fourteen (14) days of the occurrence of cause.

10.5 **Variation and Claim Procedure**

The Contractor shall submit to the Engineer/Employer an itemised make-up of the value of variations and claims within twenty eight (28) days of the instruction or of the event giving rise to the claim. The Engineer/Employer shall check and if possible agree the value. In the absence of agreement, the Employer 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 47, be paid by the Employer to the Contractor within 30 days after such Interim Payment Certificate has been jointly verified by Employer and Contractor, or, in the case of the Final Certificate referred to in Sub Clause 60.8, within 60 days after such Final Payment Certificate has been jointly verified by Employer and Contractor; Provided that the Interim Payment shall be caused in 42 days and

Final Payment in 60 days in case of foreign funded project. In the event of the failure of the Employer to make payment within the times stated, the Employer 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. The provisions of this Sub-Clause are without prejudice to the Contractor's entitlement under Clause 69.

(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; and
- b) The percentage of the value of Materials and Plant reasonably delivered to the Site, as stated in the Contract Data, subject to any additions or deductions which may be due.

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

11.3 Interim Payments

Within a period not exceeding seven (7) 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) days from the said date of submission by the Contractor, the Employer shall pay to the Contractor the sum verified by the Engineer less retention money at the rate stated in the Contract Data.

11.4 Retention

Retention money shall be paid by the Employer 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, which ever 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 Employer together with any documentation reasonably required to enable the

Employer to ascertain the final contract value.

Within sixty (60) days from the date of receipt of the verified final account from the Engineer, the Employer shall pay to the Contractor any amount due to the Contractor. While making such payment the Employer 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 **Default by Contractor**

If the Contractor abandons the Works, refuses or fails to comply with a valid instruction of the Engineer/Employer or fails to proceed expeditiously and without delay, or is, despite a written complaint, in breach of the Contract, the Employer 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 Employer's notice, the Employer 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 Employer instructs, in the second notice, to be used for the completion of the Works at the risk and cost of the Contractor.

12.2 **Default by Employer**

If the Employer 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 Employer'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 Employer'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 Employer

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 Employer is entitled,
- c) if the Employer has terminated under Sub-Clause 12.1 or 12.3, the Employer 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 Employer's/Engineer's issuance of Certificate of Completion under Sub-Clause 8.2. Responsibility shall then pass to the Employer. 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 Employer's Risks, the Contractor shall indemnify the Employer, or his agents against all claims loss, damage and expense arising out of the Works.

13.2 **Force Majeure**

If Force Majeure occurs, the Contractor shall notify the Engineer/Employer immediately. If necessary, the Contractor may suspend the execution of the Works and, to the extent agreed with the Employer demobilise 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 Employer 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 Employer's Risks under Sub-Clause 6.1. The policies shall be issued by insurers and in terms approved by the Employer. The Contractor shall provide the Engineer/Employer 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 Employer 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 Employer and the Contractor in connection with the Works, the matter in dispute shall, in the first place, be referred in writing to the Engineer, with a copy to the other party. Such reference shall state that it is made pursuant to this Clause. No later than the twenty-eight (28) days after the day on which he received such reference, the Engineer shall give notice of his decision to the Employer 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 Employer 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 or if no decision is given within the time set out in Sub-Clause 15.1 hereabove, 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.

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 thereunder 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 Employer 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
- (b) recover from the Contractor any loss or damage to the Employer 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 Employer 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 Employer under Sub-Para (a) and (c) of this Sub-Clause.

CONTRACT DATA

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

Sub-Clauses of Conditions of Contract

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

1.1.4 **The Employer** means

Sindh Economic Zones Management Company (SEZMC)

Address: Office of Sindh Economic Zones Management Company (SEZMC),
2nd Floor, Bahria Complex IV, Choudhry Khaliq Uz Zaman Road, Gizri
Karachi. 74000 Karachi.

Mobile: 0092-21-99332220, Fax:0092-21-99332202

Email: info@sezmc.gos.pk, Website: <https://www.sezmc.gos.pk/>

1.1.5 **The Contractor** means

1.1.7 **Commencement Date** means the date of issue of Engineer's Notice to Commence which shall be issued within seven (07) days of the signing of the Contract Agreement.

1.1.9 **Time for Completion** _____ days

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

1.1.20 **Engineer**
Employer representative / Engineer

1.3 **Documents forming the Contract listed in the order of priority:**

- (a) The Contract Agreement
- (b) Letter of Acceptance
- (c) The completed Form of Bid
- (d) Contract Data
- (e) Conditions of Contract
- (f) The completed Schedules to Bid including Schedule of Prices
- (g) The Drawings, if any
- (h) The Specifications
- (i) _____
- (j) _____

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

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

3.1 **Authorised person :** _____

3.2 **Name and address of Engineer's/Employer's representative**

4.4 **Performance Security:**

Amount _____

Validity _____

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

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

Specification Clause No's _____

7.2 **Programme:**

Time for submission: Within Seven (07) days* of the Commencement Date.

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

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

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

9.1 **Period for remedying defects**

10.2 (e) **Variation procedure:**

Daywork rates _____
_____ (details)

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

Payment of Contract Price shall be regulated through interim payment certificate/ as per work done accordingly.

* (Employer to amend as appropriate)

11.1 ***(b) Valuation of the Works*:**

i) Lump sum price _____ (details), or

ii) Lump sum price with schedules of rates _____
(details), or

- iii) Lump sum price with bill of quantities_____ (details),
or
- iv) Remeasurement with estimated/bid quantities in the
Schedule of Prices_____ (details), or/and
- v) Cost reimbursable_____ (details)

11.2 (b) **Percentage of value of Materials and Plant:**

Plant Materials	Eighty (80%)*
Civil works	Twenty (20%)*

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

PREAMBLE

1. The Bill of Quantities shall be read in conjunction with Instructions to Bidders. Form of Tender with Appendices Conditions of Contract, Technical Specifications, drawings and other related documents.
2. In making this Tender and pricing the items in this Bill, the Contractor must cover himself and shall be deemed to have covered himself for
 - 2.1 All services and materials which according to the true intent and meaning of the Specifications, Drawings and Conditions may be inferred as necessary for the carrying out in a good and workman like manner of the works shown on the Drawings and described in the Specifications whether expressly mentioned therein or not, and
 - 2.2 All the duties, obligations liabilities and responsibilities which any of the Contract Documents places upon the Contractor in connection with or in relation to the Contract.
3. The Quantities given in the Bill of Quantities are estimates only and is not to be taken as sufficiently precise for ordering materials and the Contractor in placing orders should be guided by the actual requirements of the work and in pricing them the Contractor must allow for any increase in quantity and for any additional material and for the use of materials and plant which may be required in the actual construction of the works to meet the requirements of Specifications and Drawings.
4. The prices or rates and total amount are for everything set in place in the work and include the expenses of the plant, machinery, tools, sheet piling, timbering, dewatering and all other materials, things and labour necessary to be used during the execution of the work and for the proper and sound completion and maintenance thereof for the period of maintenance.
5. Where no price is inserted against any item in the Bill of Quantities, the cost shall be deemed to have been included and spread over all other priced items.
6. No measurement shall be made for the following, the cost of which shall be deemed to be included in the various rates:
 - 6.1 Supply of water for all construction works including concrete, mains or pipes, site offices for cleansing or other purposes, including arranging and paying for the supply of water, providing mains and fittings, carting, storing, etc. and including subsequent, disposal of surplus or used water.

- 6.2 Providing, maintaining and keeping clean sanitary accommodation for staff office and residence if provided.
 - 6.3 Protecting works from weather including adopting appropriate procedures for concreting in cold or rainy weather.
 - 6.4 Maintaining existing works in operation.
 - 6.5 Taking any precautions necessary for the abatement of nuisance from noise, dust, etc.
 - 6.6 Keeping public, private and access roads free from mud, dirt, debris and dust.
 - 6.7 Complying with any requirements specified in the Contract.
 - 6.8 Clearing and cleaning the whole of the works on completion including the removal of the surplus materials, plant, equipment, rubbish, etc., and leaving all in a clean and tidy state.
 - 6.9 Providing and testing samples of materials before placing orders to ensure compliance with the specification.
 - 6.10 Collecting from the Employers store any articles if provided as free-issue by the Employer including any inspection and testing deemed necessary by the Contractor to ensure issue items are un-damaged before he removes them from store.
 - 6.11 Working in the vicinity of and coordinating and liaising with other Contractors including providing for any inconvenience, delay, lack of working space, changes in programming or methods of working and all other costs incurred due to the presence of other Contractors.
 - 6.12 Construction of approach road for access for the labour materials, construction machinery and equipment to the site of construction where required in connection with execution of work under this Contract.
 - 6.13 Dewatering encountered during excavation or foundations or in trenches for laying pipelines etc.
7. All items or groups of items, which are designated "Provisional" shall be used only at the direction of the Engineer, and if not used either wholly or in part, the amount not used shall be deducted from the Contract Price without any further adjustments to the Contract Price. Provisional sum has been provided in the Bill of Quantities for such items of work, which can not be assessed at the time of preparation of tender documents. In case the necessity of such items arises, the Contractor shall carry out such works only after the approval of the rates and quantities for such works has been issued by the competent authority.

8. EARTHWORK

8.1 The respective rates for excavations shall include removing and setting aside all or any surface materials and their subsequent replacement or disposal, immediate removal and disposal of any material not deemed by the Engineer suitable for subsequent refilling work in all types of soils of whatsoever nature including compacted fill except rock, working adjacent to the excavation or pipe-laying; working without machinery where deemed necessary by the Engineer; shoring and timbering in the trenches and excavations and driving steel sheeting or sheet piling; rectification and making good all slips, falls, adjoining subsidence, weakening or damaging of roads, structures and the like provision of temporary fencing, preparation of formations and foundations, provision of a concrete 1:4:8 bed or any other work that may be required if a suitable bottom to an excavation is needlessly, damaged by exposure or from other causes, provision and operation of any necessary pumping or dewatering plant including dealing with water arising from sub-soil, or rain water or water from any other source and its disposal; refilling excavations, reinstatement of all surfaces other than those in carriage ways and footways of public and private roads and public footpaths; maintenance and control of traffic; reinstating surfaces damaged due to lack of proper traffic control) moving plant and equipment or other operations of the Contractor, removal and return of excavated material where ordered working under, alongside, across or near existing services pipes, cables, nullahs, drains and refilled ground or similar difficult locations maintaining existing services.

8.2 The cost of the removal of surplus excavated material of any kind shall be included in the rates of the work, material or structures. All surplus shall be removed from the site or sites as it arises.

8.3 Under no circumstances shall a measurement for bulk excavation be made.

8.4 Any the limits shown in the drawings shall be treated as excess and shall not be paid for.

8.5 The Contractor shall make allowance for the additional excavation required for excavation of sump well, valve chambers, Jointing of pipes etc. in the price tendered for trench excavation. These shall not be separately measured or paid.

- 8.6 The quantities of excavation for all other work except pipe laying shall be measured as the product of the horizontal area of the bottom of the wall or other structure, shown on the drawings multiplied by the mean depth and the Contractor will be paid in accordance with the quantities thus ascertained, irrespective of the gross volume of excavation which the Contractor may carry out.
- 8.7 The Contractor shall include in his rates for excavation *for* carrying out excavation and handling of any materials,' including disposal of surplus, excavated earth, any additional excavation required either to accommodate steel sheeting or timbering or to provide *working* space for the construction of the work.
- 8.8 The rate for trial holes shall be inclusive of breaking open existing surfaces, excavation in all types of ground or other substances, other than rock, timber or other supports to the excavation, pumping, keeping open for the inspection of the Engineer, refilling, and reinstatement other than in paving of roads and footways.

9. **PIPE WORK**

9.1 The rates for pipe laying shall include for the provisions enumerated in the earthwork section as necessary, supplying all materials unloading and laying out pipes, protection of coating on pipes and penstocks valves and making good the coating if necessary, laying and Jointing pipes; the cost of trimming pipes where built in, and for handling and removing untested pipes inspection and testing of pipes and pipelines including replacing any defective pipes, valves, etc., laying under, alongside; across or near existing pipes, cables,- services, etc., or under hedges, fences, tree roots, nullahs drains, water courses, culverts or walls and their reinstatement; provision of temporary fencing; reinstatement and maintenance of trenches surfaces in fields, and Paths other than carriageways and footways of public roads and footpaths, both in short or long lengths and all as specified.

9.2 The rates for bedding material shall include for placing in position, compaction in one or more layers and for any excess material greater than that specified to fill the additional excavation due to fault of Contractor.

10. **CONCRETE WORK**

10.1 The rates for concreting shall include for preliminary samples and testing for establishing mix design and for storing cement and aggregate; providing and testing samples, screening or washing

aggregates where ordered, provision and handling of materials, manufacture of test cubes and any expense incurred in proportioning or varying the concrete mixes or delay incurred due to awaiting test results, proportioning, gauging and mixing, site testing, forming construction Joints, placing in Position, proper compaction with vibrators or tampers as specified, screening, the surface to the line and level ordered by the Engineer, formwork where used, protecting concrete finishing surfaces, reconstructing faulty work and testing for ensuring water tightness. The rates for concrete shall include for formwork and curing with water for required period.

- 10.2 The rate shall include for forming holes for concreting, grouting and making good, to pipes, fittings, and fixing bolts etc. to be supplied by the Contractor for a complete installation.
- 10.3 No payment will be made for costs incurred in alteration or cutting out of sub-standard concrete because of inaccuracies in any site testing or measuring equipment, or for any other reasons and no payment will be made for reconstructing the faulty work.
- 10.4 The rates for concrete shall cover all costs involved in making finished concrete of required specifications including curing work.
- 10.5 No deduction in the measurement of concrete is made for chamfers, boltholes, rails, joists or reinforcement for pipes and holes with an area of less than 2 sft. (0.186 Cu m) except for concrete surround to pipes.
- 10.6 The rates for pre-cast concrete items shall include the provision of samples for testing.
- 10.7 The concrete rates shall include for all materials and labor in erecting formwork and moulds for all necessary strutting, supports, props, cleats and bearings, cleaning holes and cleaning for easing, striking around pipes, steelwork and cleaning fittings; ends & intersections. Their proper design and the calculations shall be made available to the Engineer upon request.
- 10.8 The rates for steel reinforcement shall include for providing reinforcement fixed in place in accordance with the drawings including all reinforcing bars, wire or other material for binding or supporting the bending, hooking, wire brushing and all other work in providing, and fixing the reinforcement. The rates also include for displacing and cutting reinforcing bars at all openings for pipe work, providing block out in concrete walls for installation of pipes.

10.9 The weights of steel reinforcement given in the Bill of Quantities are net and no extra weight will be allowed for mill tolerance, which shall be allowed for by the Contractor in his prices.

10.10 The rates for concrete blinding shall be fully inclusive of screening the surface to the lines and levels ordered by the Engineer for providing all formwork etc.

11. **CONSTRUCTION WORKS**

11.1 The rates for masonry work shall include for building to the specified bond, building in wall ties, cutting, forming Joints as the work proceeds, scaffolding, protection and cleaning and forming openings and building in all pipes, fixtures and the like.

11.2 The Contractor in his price shall include for all necessary temporary wood and other screeds, stops. dressing around installation already completed etc., and making good cracks, blow holes or other defects.

12. **SITE WORK AND BUNDS**

The rate for construction of bunds and embankments shall include.

12.1 Transportation of earth from excavation / temporary dumps any where on the site of works and approved borrow areas.

12.2 Forming the embankment in layers to regular slopes or shops specified on the drawing up to required level.

12.3 Compaction of each layer including water, scarifying.

12.4 Control of moisture content including dewatering in borrow areas to achieve the required degree of compaction and rolling.

12.5 Pumping or dewatering the sub-soil or any other water met with during excavation or making embankment.

13. **AS BUILT DRAWINGS**

After completion of the Contract Works, the Contractor, at no extra cost, shall provide two copies of all drawings, correctly modified as final as-built drawings. These shall be submitted to the Engineer for approval before taking over of entire Contract Works and shall be a complete record of work, carried out by the Contractor. After approval the Contractor shall submit one complete set of drawings on tracing paper and five set of all record drawings along with a set of drawings on CD.

The rate of surface excavation shall include all works described in the Section-1 of specification under excavation including fully stripping and setting a side separately top soil.

Bill of Quantities

S.No	Description	Unit	Qty	Rate	Amount
	Repair & Maintenance of Admin Building				
1	Imported Paint work in Admin building	Sqft	6000		
2	Paint work on main gate in Staff area (Admin Block)	Sqft	510		
3	wall paper (Korean brand) within building premises	Sqft	990		
	Boundary Wall Paint Work & Branding				
4	Paint Work on Boundary Wall (L x H) (1050x7)	Sqft	7350		
5	Branding work on exterior and interior Boundary Wall	Sqft	7350		
	Total				

Bidding Data

The following specific data for the Works to be bided shall complement, amend, or supplement the provisions in the Instructions to Bidders. Wherever there is a conflict, the provisions herein shall prevail over those in the Instructions to Bidders.

Data Sheet

	Project Name	Maintenance and Branding Works at KSEZ
	Project Duration	45 Days
1	Address and Contact Person of Procuring Agency	Manager (Projects) Sindh Economic Zones Management Company, 2 nd Floor, Bahria Complex-IV, Choudhry Khaliq-Uz-Zaman Road, Gizri, Karachi. Tel: +92 21 99332220
2	Address for Submission of Bids	Sindh Economic Zone Management Company 2 nd Floor, Block A, Bahria Complex IV, Choudhry Khaliq Uz Zaman Road, Karachi, Pakistan Tel: +922199332220
3	Issuance date and time	10 00 pm, 25 th May, 2026
4	Issuance Deadline date and time	10 00 am, 15 th June, 2026
5	Submission Deadline date and time	11 00 am, 15 th June, 2026
6	Bid Opening	12 00 noon 15 th June, 2026
7	Envelops	Original Bid Security in a sealed Envelope shall be submitted to SEZMC office on or before 11:00 am on 11 th June 2026
8	Language of Bid and correspondence	English
9	Bid Validity Period	90 days from the Submission Deadline.
10	Evaluation Criteria	Minimum 70 points for Proposal qualification.
11	Scoring System	Refer Section 6B

12	Method of Selection	00000
13	Procurement Procedure	Single Stage One envelope
13	Bid Security	The Bidder shall submit a bid security (1%) in the form of Pay Order/ Bank Guarantee/ Bank Draft in original Proposal. Requirements of valid Bid Security as mentioned in 2.17
14	Performance Security	1% of Bid Price in the form of Pay Order / Bank Guarantee/ Bank Draft, shall remain valid for period of 90 days beyond the completion of assignment or two years, whichever comes earlier
16	Tax Liability	The procuring agency shall deduct applicable Tax on services. Bidders has to assess all other applicable taxes while quoting the Bid Price in the Proposal.
17	Mobilization Advance	Not Applicable
18	Engineer`s Estimate	Based on Market rates

EVALUATION / QUALIFICATION **CRITERIA**

Evaluation/Qualification Criteria.

1. Evaluation/Qualification Criteria:

a) The bidders must meet all the mandatory criteria

b) Weightages/Marks

i.	Financial Soundness	40
ii.	Work Experience	30
iii.	Work program	10
iv.	Work Methodology	10
v.	Key Personnel	10
	Total Marks	100

For Technical Qualification, Passing Mark = 75%

(i) Registration with PEC:

Bidders must possess valid registration certificate of PEC in the category C5.

(Attach PEC registration certificate for year 2025-26)

Single Entity: Mandatory

(ii) Registration with Income Tax Department:

Bidders must possess valid registration certificate from income tax authority (NTN). (Attach NTN & SRB valid registration certificate).

Single Entity: Mandatory

(iii) Conflict of Interest:

Bidder shall not have the Conflict of Interest. The "Conflict of Interest means:

- (a) where a contractor, supplier or consultant provides, or could provide, or could be perceived as providing biased professional advice to a procuring agency to obtain an undue benefit for himself or those affiliated with him.
- (b) receiving or giving any remuneration directly or indirectly in connection with the assignment except as provided in the contract.
- (c) any engagement in consulting or other procurement activities of a contractor, consultant or service provider that conflicts with his role or relationship with the procuring agency under the contract.
- (d) where an official of the procuring agency engaged in the procurement process has a financial or economic interest in the outcome of the process of procurement, in a direct or an indirect manner;"

(Attach Affidavit on Rs. 100 Stamp paper attested by Notary Public, while foreign bidder's Affidavit should be attested by Consulate of their country)

Single Entity: Mandatory

(iv) **Blacklisting:**

Bidder is not blacklisted, Blacklisting means:

“Barring a bidder, contractor, consultant or supplier from participating in any future procurement proceedings by the Pakistan Engineering Council/SPPRA/any government, semi government, and autonomous bodies” (Attach Affidavit on Rs. 100 Stamp paper attested by Notary Public, while foreign bidder’s Affidavit should be attested by Consulate of their country)

Single Entity: Mandatory

(v) **Litigation History:**

All pending litigation shall in total not represent more than fifty (50) % of the Bidder’s net worth and shall be treated as resolved against the Bidder. (Provide details or attach Affidavit in case of not applicable on Rs. 100 Stamp paper attested by Notary Public, while foreign bidder’s Affidavit should be attested by Consulate of their country)

Single Entity: Mandatory

(vi) **History of Non-Performing Contracts:**

All Non-performance of a contract did not occur within the last 5 years prior to the deadline for bid submission based on all information on fully settled disputes or litigation. A fully settled dispute or litigation is one that has been resolved in accordance with the Dispute Resolution Mechanism under the respective contract and where all appeal instances available to the applicant have been exhausted. (Provide details or attach Affidavit in case of not applicable on Rs. 100 Stamp paper attested by Notary Public, while foreign bidder’s Affidavit should be attested by Consulate of their country)

The past performance of the applicant on all completed and ongoing projects may also be checked in coordination with other government departments.

(vii) **Failure to Sign Contracts:**

Not being under execution of a Bid Securing Declaration for last 5 years. (Provide details or attach Affidavit in case of not applicable on Rs. 100 Stamp paper attested by Notary Public, while foreign bidder’s Affidavit should be attested by Consulate of their country)

If any bidder fails in any of the Mandatory Provision/Eligibility Criteria, its bid will not be considered for further evaluation).

1.2 Financial Soundness **40**
Marks (max)

Firm or JV shall be awarded on the basis of following criteria.

Financials	Marks
1) Average Annual Turnover (For last 3 years) a) 10 million and above b) 5 million to 9.9 c) Less than 5 million	15 10 05
2) Average Net worth (For last 3 years) a) 10 million and above b) 5 to 9.9 million c) Less than 5 million	15 10 05
3) Net working capital (Last Financial Year) a) 10 million and above b) 5 to 9.9 million c) Less than 5 million	10 08 04

*(Indexation of 7% per annum will be applied)

1.3 Work experience **30 Marks (Max)**

Similar assignments with cost and complexity, under-taken over in the past five (05) years, participation as contractor or subcontractor, with a value of the largest work of at least amount as mentioned below, that have been successfully and substantially completed and that are similar to the proposed works. The similarity shall be based on the physical size, complexity, methods / technology or other characteristics

Category	Each Project of Value PKR 10 (Million) and above	Marks (30)
A	3 Projects or more 2 Projects 1 Projects	30 20 10
B	Each Project of Value PKR 5 (million) or 9.9 6 Projects or more Each project	30 05

1.4 Work Program**10 Marks (max.)**

Project Schedule	Marks
Detailed Project Schedule (Up to Level 5)	10

1.5 Work Methodology**05 Marks (max.)**

Project Methodology	Marks
Detailed & Project related methodology to carry out works	10

**1.6 Key Personnel (Qualification & Experience)
(All engineers must be registered with PEC)****10 Marks (max.)**

	Designation	Marks
Key Professional Staff	Project Manager <u>Qualification:</u> BE in Civil Engineering from HEC Recognized University (PEC Registration is mandatory) <u>Relevant Experience</u> Experience in relevant field/projects	5
	<u>Site Supervisor</u> <u>Qualification:</u> Diploma/BE in Civil Engineering from HEC Recognized University (PEC Registration is mandatory – If applicable)	3

	Support Staff a) Survey Helper b) Document Controller c) Draughtmen/Cad Operators	2
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*(For all Engineers, submit PEC registration certificate and Brief CVs of personnel as per form provided hereunder).

FORMS OF TECHNICAL QUALIFICATIONS

Form 1: Bidder Information Form

Company Profile

All individual firms and each partner of a joint venture submitting bid are requested to complete the information in this form.

1.	Name of firm (legal): (In case of Joint Venture (JV), legal name of each member)	
2.	Nature of Business: (Whether the firm is a Corporation, Partnership, Trust etc.) (In case of Consortium; whether the Lead Consortium Member is a Corporation, Partnership, Trust etc.)	
3.	Head Office address:	
4.	Telephone: Fax Number: E-mail address:	
5.	Place of Incorporation/Registration: Year of Incorporation/Registration:	
6.	Applicant's authorized representative: Telephone Fax numbers: E-mail address:	
7.	NATIONALITY OF OWNERS	
	Name:	Country:

Form 2: Historical Contract Non-Performance

Each Bidder or each member of a JV must fill in this form

Non-Performing Contracts			
<input type="checkbox"/> Contract non-performance did not occur within the last two (02) years prior to the deadline for bid submission based on all information on fully settled disputes or litigation (Affidavit to be provided on Rs. 100 Stamp paper attested by Notary Public)			
<input type="checkbox"/> Contract non-performance during the stipulated period,			
Year	Outcome as Percent of Total Assets	Contract Identification	Total Contract Amount (Current value, PKR)
		Contract Identification: Name of Employer: Address of Employer: Matter in dispute:	

Bid Security Declaration
<input type="checkbox"/> Bidder shall not be under execution of a Bid–Securing Declaration (Affidavit to be provided on Rs. 100 Stamp paper attested by Notary Public)

Black Listing
<input type="checkbox"/> Bidder shall not be black listed by government/semi government /autonomous /private organizations (Affidavit to be provided on Rs. 100 Stamp paper attested by Notary Public)
Pending Litigation

No pending litigation (A fully settled dispute or litigation is one that has been resolved in accordance with the Dispute Resolution Mechanism under the respective contract and where all appeal instances available to the Bidder have been exhausted) **(Affidavit to be provided on Rs. 100 Stamp paper attested by Notary Public)**

Pending litigation (All pending litigation shall in total not represent more than **50%** of the Bidder's net worth and shall be treated as resolved against the Bidder)

Year	Outcome as Percent of Total Assets	Outcome as Percent of Total Assets	Total Contract Amount (PKR)
		Contract Identification: Name of Employer: Address of Employer: Matter in dispute:	

Form 3: Financial Situation

Each Bidder or each member of a JV must fill in this form

Financial Data for Previous 3 Years
Information from Balance Sheet

	Year 2019-2020	Year 2020-2021	Year 2021-2022
Total Assets			
Total Liabilities			
Current Assets			
Current Liabilities			

Information from Income Statement

Total Revenues of Construction			
Profits Before Taxes			
Profits After Taxes			

Attached are copies of financial statements (balance sheets including all related notes, and income statements) for the last three years, as indicated above, complying with the following conditions.

- All such documents reflect the financial situation of the Bidder or partner to a JV, and not sister or parent companies.
- Historic financial statements must be audited by a certified accountant.
- Historic financial statements must be complete, including all notes to the financial statements.
- Historic financial statements must correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted). NTN certificate must be attached
- Foreign firms if participating in the bidding process should submit NTN Certificate of their country duly attested by Consulate of their country

Form 4: Average Annual Construction Turnover

Each Bidder or each member of a JV must fill in this form

Annual Turnover Data for the Last 3 Years (Construction only)	
Year	Amount (PKR)
2020	
2021	
2022	

Average Annual Construction Turnover

The information supplied should be the Annual Turnover (Construction only) of the Bidder or each member of a JV in terms of the amounts billed to clients for each year for work in progress or completed.

Form 5: Financial Resources

Specify proposed sources of financing, such as liquid assets, unencumbered real assets, lines of credit, and other financial means, net of current commitments, available to meet the total construction cash flow demands of the subject contract as indicated in the Qualification Criteria

Financial Resources		
No.	Source of financing	Amount (PKR)
1		
2		
3		

Form 6: Current Contract Commitments / Works in Progress

Bidders and each member to a JV should provide information on their current commitments on all contracts that have been awarded, or for which a letter of intent or acceptance has been received, or for contracts approaching completion, but for which an unqualified, full completion certificate has yet to be issued.

Current Contract Commitments					
No.	Name of Contract	Employer's Contact Address, Tel, Fax	Value of Outstanding Work [PKR]	Estimated Completion Date	Average Monthly Invoicing Over Last Six Months [PKR/month]
1					
2					
3					
4					
5					

Form 7: Details of Contracts of Similar Nature and Complexity completed over
the
last 05 years

Sr. No.	1	2	3	4	5
Name of Contractor:					
Country:					
Name of Procuring Agency with Address, Tele, Fax.					
Nature of works and special features relevant to the contract for which applied:					
Contract Role (Mention: Sole, Sub Contactor or Partner in a Joint Venture).					
Value of the total contract in Pak/Rs:					
Date of Award:					
Date of Completion:					
Cost per day Index					

Form 8: Personnel Capabilities

Bidder should provide the names of suitably qualified personnel to meet the specified requirements stated in Evaluation and Qualification Criteria

Sr. No.	Title of Position	Name
1		
2		
3		
4		
5		

Form 9: Curriculum Vitae (CV) for Proposed Experts

1. **Proposed Position:** _____
2. **Name of Expert & PEC Registration No:** _____
3. **Name of Firm:** _____
4. **Current Residential address:** _____
5. **Telephone No:** _____ **Fax No:** _____
6. **Mail Address:** _____
7. **Date of Birth:** _____ **Citizenship:** _____
8. **Address:** _____
9. **Qualification:** _____
10. **Work Experience:** Summarize professional experience in reverse chronological order.

Indicate particular technical and managerial experience relevant to the project.

From	To	Company/Project/Position/Relevant technical and management experience

Form 10: Plant & Equipment

Bidder shall provide adequate information to demonstrate clearly that it has the capability to meet the requirements for the key equipment whether owned/ leased/ rented listed Evaluation and Qualification Criteria.

A. Equipment Capabilities (owned by the contractor/firm)

Sr. No	Name of Equipment	Name of Manufacturer	Model and power rating	Capacity	Year of Manufacture	Current Location
1						
2						
3						
4						
5						
6						
7						
8						
9						

B. Equipment Capabilities (leased/rented by the contractor/firm)

Sr. No	Name of Equipment	Mention whether leased or rented	Name of Owner	Address of owner	Contact name and title with Telephone Fax & Email of the owner	Agreements Details of rental/ lease/ manufacture agreements specific to the project
1						
2						
3						
4						
5						
6						
7						
8						
9						

FORMS OF BID AND APPENDICES

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FORM OF BID

Bid Reference No. Construction of reclamation works of Administration building and maintenance of Masjid & connecting manholes at disposal off STP and Rehabilitation of Boundary wall at Khairpur Special Economic Zone

(Name of Contract/Works)

To:

Gentleman,

1. Having examined the Bidding Documents including Instructions to Bidders, Bidding Data, and Conditions of Contract. Specifications, Drawings and Bill of Quantities and Addenda Nos. _____ for the execution of the above-named Works, we, the undersigned, offer to execute and complete such Works and remedy any defects therein in conformity with the Conditions of Contract. Specifications, Drawings, Bill of Quantities and Addenda for the sum of Rs. _____ (Rupees _____) or such other sum as may be ascertained in accordance with the said conditions.
2. We understand that all the Appendices 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 Rupees _____ (Rs. _____) drawn in your favour or made payable to you and valid for a period of _____ days beginning from the date Bids are opened.
4. We undertake, if our Bid is accepted, to commence the Works and to complete the whole of the Works comprised in the Contract within the time stated in Appendix-A to Bid.
5. We agree to abide by this Bid for the period of _____ days from the date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
6. Unless and until a formal Agreement is prepared and executed, this Bid, together with your written acceptance thereof, shall constitute a binding contract between us.
7. We do hereby declare that the Bid is made without any collusion, comparison of figures or arrangement with any other bidder for the Works.

- 8. We understand that you are not bound to accept the lowest or any Bid you may receive.
- 9. We undertake, if our/ my bid is accepted, to execute the Performance Security referred to in clause 10 of the Condition of Contract for the due performance of the contract.
- 10. We confirm, if our bid is accepted, that all partners of the joint venture shall be liable jointly and severally for execution of contract and the composition or the constitution of the joint venture shall not be altered without prior consent of the procuring agency

Dated this _____ day of _____ 20 _____

Signature: _____

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

(Name of Bidder in Block Capitals)
(Seal)

Address: _____

Witness:

Signature: _____
Name: _____

Address. _____

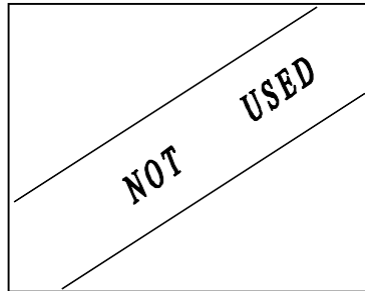
Occupation _____

SPECIAL STIPULATIONS
Clause/
Conditions of Contract

1.	Engineer's Authority to issue Variation in emergency	2.1	2% of the Contract Price stated in the Letter of Acceptance.
2.	Amount of Performance Security	4.2	1% of Contract Price stated in the Letter of Acceptance in the form of bank guarantee from a scheduled Bank of Pakistan acceptable to the Employer, to be furnished within 14 days after receipt of Letter of Acceptance and will be released upon successful completion of defects liability period.
3.	Time for Furnishing Work Programme	8.3	Within 07 days from the date of receipt of Letter of Acceptance.
4.	Minimum amount of Third-Party Insurance	18.3	N/A.
5.	Time for Commencement	8.1	Within 07 days from the date of receipt of Engineer's Notice to Commence which shall be issued within seven (07) days after signing of Contract Agreement.
6.	Time for Completion	8.2	60 days from the date as notified in the Engineer's Notice to Commence.
7.	Amount of Liquidated Damages	8.7	0.5% of the contract price for each day of delay in completion of the Works subject to a maximum of 10% of Contract Price stated in the Letter of Acceptance.
8.	Defects Liability Period	11.1	120 days calculated from the date of completion of work certified by the Engineer.
9.	Percentage of Retention Money	14.2	NA.

10.	Limit of Retention Money	14.2	NA
11.	Minimum amount of Interim Payment Certificates (Running Bills)	14.2	Not less than Rs.2.5 million
12	Time of Payment from delivery of Engineer's Interim Payment Certificate to the Employer.	14.7	15 days in case of local currency.
13	Mobilization Advance	14.2(b)	Not Applicable
14	Any other sum to which contractor may be entitled under the contract	Additional Condition under monthly statement	Not Applicable

FOREIGN CURRENCY REQUIREMENTS



**PRICE ADJUSTMENT UNDER CLAUSE 70
OF CONDITIONS OF CONTRACT**

B Escalation is allowed on the materials only under Clause 70 shall be as follows:

Cost Element	Description	Basic Price	Applicable index
1	2	3	4

Notes:

- 1) Indices are taken from the Government of Pakistan Federal Bureau of Statistics, Monthly Statistical Bulletin. The base cost indices or prices shall be those applying 28 days prior to the latest day for submission of bids. Current indices or prices shall be those applying 28 days prior to the last day of the billing period.
- 2) Any fluctuation in the indices or prices of materials other than those given above shall not be subject to adjustment of the Contract Price.

PROPOSED CONSTRUCTION SCHEDULE

Pursuant to Sub-Clause 43.1 of the General Conditions of Contract, the Works shall be completed on or before the date stated in Appendix-A to Bid. The Bidder shall provide as Appendix-E to Bid, the Construction Schedule in the bar chart (CPM) showing the sequence of work items and the period of time during which he proposes to complete each work item in such a manner that his proposed programme for completion of the whole of the Works and parts of the Works may meet Employer's completion targets in days noted below and counted from the date of receipt of Engineer's Notice to Commence (Attach sheets as required for the specified form of Construction Schedule):

<u>Description</u>	<u>Time for Completion</u>
The Project comprises of Maintenance and Branding works at Khairpur Special Economic Zone	45 days

METHOD OF PERFORMING THE WORK

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

1. Organization Chart indicating head office and field office personnel involved in management and supervision, engineering, equipment maintenance and purchasing.
2. Mobilization in Pakistan, the type of facilities including personnel accommodation, office accommodation, provision for maintenance and for storage, communications, security and other services to be used subject to available in the contract.

NOTIFICATION

No. CTO/SEZMC/KSEZ/O&M/2022-23/158: With the approval of the Competent Authority, the Sindh Economic Zones Management Company is pleased to constitute a Procurement Committee for procurement of works at Khairpur Special Economic Zone in compliance with Rule 7 of Sindh Public Procurement Rules, 2010, with following composition and terms of reference:

S. No.	DESIGNATION	STATUS
1	Chief Technical Officer, SEZMC, Govt. of Sindh.	Chairman
2	Project Coordinator, Education City, Govt. of Sindh.	Member
3	Manager Projects, SEZMC, Govt. of Sindh.	Member/Secretary

Terms of Reference:

- Preparation of Bidding Document
- Carrying out technical as well as financial evaluation of the bid;
- Preparing evaluation report as provided in Rule 45 SPPRA 2010 (Amended 2013).
- Making recommendations for the award of contract to the competent authority; and
- Perform any other function ancillary and incidental to the above.
- Committee may co-opt any member.

CHIEF EXECUTIVE OFFICER, SEZMC

No. CTO/SEZMC/KSEZ/O&M/2022-23/158/2811 Karachi, dated: 18th February 2025

A copy is forwarded for information and necessary action to:

1. Members (All) SEZMC Procurement Works & Services Committee.
2. Members (All) SEZMC Board.
3. Managing Director, SPPRA, Karachi.



COMPANY SECRETARY

NOTIFICATION

No. CTO/SEZMC/KSEZ/O&M/2022-23/158: With the approval of the Competent Authority, the Sindh Economic Zones Management Company is pleased to constitute a Complaint Redressal Committee (CRC) to redress the grievance in procurement of works at Khairpur Special Economic Zone in compliance with Rule 31 of Sindh Public Procurement Rules, 2010, with following composition and terms of reference:

S. No.	DESIGNATION	STATUS
1	Chief Executive Officer, SEZMC, Govt. of Sindh	Chairman
2	Representative of the Accountant General, Sindh	Member
3	Independent Professional from relevant field, to be nominated by the CEO, SEZMC	Member

Terms of Reference:

- To determine whether there exists any inconsistency in the procurement process with SPPRA Rules 2010 (amended from time to time) and regulations;
- To determine whether any unauthorized act or decision was made by the Procurement Committee;
- To reverse any decision of the Procurement Committee or substitute its own decision for such a decision;
- The Complaint Redressal Committee shall announce its decision within seven (7) days w.e.f. date of reference to the committee.

CHIEF EXECUTIVE OFFICER, SEZMC

No. CTO/SEZMC/KSEZ/O&M/2022-23/158/2814 Karachi, dated: 18th February 2025

A copy is forwarded for information and necessary action to:

1. All members of SEZMC Committees (CSC & Procurement)
2. P.S. to Managing Director, SPPRA, Karachi
3. All concerned



COMPANY SECRETARY

ANNUAL PROCUREMENT PLAN (WORKS, GOODS & SERVICES)

FINANCIAL YEAR-2025-26

Sindh Economic Zones Management Company (SEZMC)

Sr. No	Description of Procurement	Quantity (where applicable)	Estimated Unit Cost (where applicable)	Estimated Cost	Funds Allocated	Source of funds (ADP/Non-ADP)	Proposed procurement method	1st Qtr	2nd Qtr	3rd Qtr	4th Qtr	Remarks (if any)
1	Rehabilitation of Boundary Wall at Khairpur Special Economic Zone	NA	NA	9.9 million	9.9 million	Non-ADP	National Bidding	Yes				Rehabilitation Works at KSEZ
2	RFP for Feasibility Study and Transaction Advisory Services Pakistan's First Aquaculture Ecosystem.	NA	NA	350 million	350 million	Non-ADP	National Bidding				Yes	RFP for Feasibility Study and Transaction Advisory Services Pakistan's First Aquaculture Ecosystem. Building a Fully Enabled Blue Economy through Public Private Partnership Framework
3	Renovation & Maintenance at SEZMC	NA	NA	5 million	5 million	Non-ADP	National Bidding				Yes	Renovation & Maintenance at Sindh Economic Zones Management Company
4	Maintenance and Branding Works at KSEZ	NA	NA	5 million	5 million	Non-ADP	National Bidding				Yes	Maintenance and Branding Works at Khairpur Special Economic Zone

