

OFFICE OF THE **TOWN COMMITTEE JHOL DISTRICT SANGHAR**

No.TO/TC/Jhol/ 44 /of 2026

Dated: 02-09-2026

NOTICE INVITING TENDER (NIT)

Town Committee Jhol invites **Electronic Bids (E-Bids)** from eligible and qualified contractors/firms through **Single Stage – One Envelope Procedure** in accordance with the rules of Sindh Public Procurement Regulatory Authority Rules, 2010 (Amended up to date), for execution of the following development schemes.

Eligibility / Qualification Criteria: -

Bidders must fulfill the following mandatory requirements, ensuring that all required documents are current and valid, required registration certificates, tax statess and legal documents must be fully (Up-to-date) at the time of Bid submission:

1. Active Taxpayer Status on **FBR Active Taxpayer List (ATL)**.
2. Mandatory registration with **Sindh Revenue Board (SRB)**.
3. Valid **NTN and Sales Tax Registration Certificates**.
4. Minimum **02 similar works completed** in last **02 years** supported with Completion Certificates.
5. Minimum **02 ongoing projects** of similar nature (details required).
6. Submission of **Bank Statement for last 03 years**, showing financial soundness.
7. Affidavit on E-stamp paper stating that not **Blacklisted** by any government/semi-government organization, not involved in litigation & no abandoned works.

Tender Documents: -

- ❖ Bidding documents can be obtained/downloaded from the **E-Pak Acquisition & Disposal System (E-PADS) / e-procurement portal**.
- ❖ A **Non-Refundable tender fee of Rs. 3,000/-** shall be submitted in favor of **Chairman, Town Committee Jhol Taluka Sinjhor District Sanghar** in the shape of **Pay Order / Call Deposit**, clearly mentioning the name of firm.

Bid Security: -

- ❖ Bid Security equivalent to **5.00% of the Estimated Cost** must be submitted in the shape of **Call Deposit / Pay Order / Bank Draft** in favor of **Chairman Town Committee Jhol Taluka Sinjhor District Sanghar** from any schedule Bank of Pakistan.
- ❖ Bids without valid Bid Security shall be **rejected as non-responsive**.
- ❖ Must be submitted both Scanned copy via E-PADS & Original hard copy before bid opening

Bid Submission & Opening: -

- ❖ Bids shall be submitted **electronically through E-PADS only**.
- ❖ Manual bids will **not be accepted**.
- ❖ Bids will be opened in presence of Procurement Committee and bidders' representatives.
- ❖ The bid must include: Scanned copy of Tender Fee & Scanned copy of Bid Security

- ❖ In addition, the bidder shall submit: Original Tender Fee & Original Bid Security in **separate sealed envelopes**, clearly marked, to the office of Town Committee Jhol **before the bid opening time**. Failure to submit original instruments shall result in **rejection of the bid**.

Important Terms & Conditions: -

1. **Bid Validity:** Minimum **90 days** from date of opening.
2. **Conditional, incomplete, or unsigned bids shall be rejected.**
3. Overwriting must be properly signed and stamped.
4. In case of public holiday, bids shall be opened on next working day.
5. Procuring Agency reserves the right to reject any or all bids under **Rule 33 of SPPRA Rules**.
6. Contract agreement shall be executed on stamp paper as per government rules.
7. **Defect Liability Period:** Minimum **12 months** after completion.
8. Taxes will be deducted as per government rules.
9. Any attempt to influence procurement process shall lead to **disqualification and blacklisting under Rule 35**.
10. **Integrity Pact** shall be signed for contracts exceeding prescribed limits.
11. Procuring agency shall not be responsible for any technical issues in E-PADS.
12. Evaluation will be carried out on **lowest evaluated responsive bid basis**.

Schedule: -

- ❖ **1st Attempt Submission:** **18-09-2026 up to 11:00 AM**
- ❖ **Bid Opening (1st Attempt):** **Same day at 12:00 Noon**
- ❖ **2nd Attempt Submission:** **05-10-2026 up to 11:00 AM**
- ❖ **Bid Opening (2nd Attempt):** **Same day at 12:00 Noon**

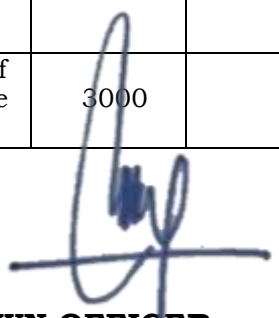
Venue & Contact: -

Office of the Town Committee Jhol Taluka Sinjhor District Sanghar

LIST OF PROCUREMENT IN RESPECT OF THE FOLLOWING WORKS: -

S.#	Name of Schemes	Estimated Cost	Bid Security	Tender Fee	Completion Period
1	Construction of Surface Drains Type-A at Village Haji Muhammad Ayoub Khaskeli, From Sajid Papoo to Main Drain, Ali Bix Khaskli to Main Drain, Soomar Khaskeli to Main Drain & Mumtaz Khaskeli to Main Drain ward No 01 Town Committee Jhol Taluka Sinjhor District Sanghar.	1206000	5.00% of Estimate Cost	3000	12 Months
2	Construction & Repair of Surface Drains Type- A & B at Various Streets Of Ward No 2 Town Committee Jhol Taluka Sinjhor District Sanghar.	1201000	5.00% of Estimate Cost	3000	12 Months
3	Repair & Rehabilitation of Surface Drains Type- A & B From Kareem Bux Channar House to Disposal via Government Primary School at Village Nawab Khan Channar Of Ward No 3 Town Committee Jhol Taluka Sinjhor District Sanghar.	1202000	5.00% of Estimate Cost	3000	12 Months

4	Construction of Surface Drains Type-A From Ashraf House to Main Nalla Gosht Market, & at Humera Faqeer i/c Repair of Drain at Lutuf Wassan & Mir House , Sain Rasool Bux to Water Course, & Construction of Culvert at Water Course No 04 at Village Misri Khan Tumbrani Ward No 4 Town Committee Jhol Taluka Sinjhor District Sanghar.	2090000	5.00% of Estimate Cost	3000	12 Months
5	Construction of Surface Drains Type-A From Dargah Haji Qadir Bux Beside Government Boys Main Sindhi School, Maqbool to Iftikhar Ahmed, at Zaheer House and Saindad Shar to Gul Hassan Shar & Construction of RCC Cross Near Mohsin & Madom Aasia House Ward No 5 Town Committee Jhol Taluka Sinjhor District Sanghar.	1203000	5.00% of Estimate Cost	3000	12 Months
6	Construction of Cement Paving Block Flooring at Barkat Jalalani Street at Ward No 4 Town Committee Jhol Taluka Sinjhor District Sanghar.	606000	5.00% of Estimate Cost	3000	12 Months
7	Repair of Surface Drains Type-B at Ward No 6 Roheel Shar to Disposal & Type -A at Aslam Shar to Mehar Ali Pinjaro & Zulifqar to Mehrab Shar & Construction of Surface Drain Type-A at Nawaz Ali Shar to Main Disposal Nalla Town Committee Jhol Taluka Sinjhor District Sanghar.	1812000	5.00% of Estimate Cost	3000	
8	Providing & Fixing Solar Street Lights at Various streets of Town Committee Jhol Taluka Sinjhor District Sanghar.	1495100	5.00% of Estimate Cost	3000	


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TOWN COMMITTEE JHOL

OFFICE OF THE

TOWN COMMITTEE JHOL DISTRICT SANGHAR

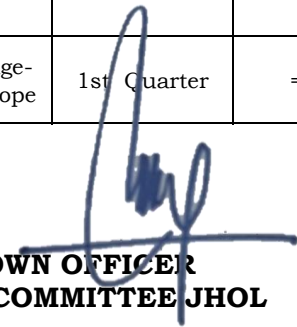
ANNUAL PROCUREMENT PLAN FOR FINANCIAL THE YEAR 2026-27

S#	Procurement Category (Works / Goods / Service)	Description of Procurement	Estimate Unit Cost	Funds Allocation in Million	Source of Fund	Proposed Procurement Method	Tentative Timing of Procurement	Remarks
1	Work	Construction of Surface Drains Type- A at Village Haji Muhammad Ayoub Khaskeli, From Sajid Papoo to Main Drain, Ali Bix Khaskli to Main Drain, Soomar Khaskeli to Main Drain & Mumtaz Khaskeli to Main Drain ward No 01 Town Committee Jhol Taluka Sinjhor District Sanghar.	1.206	1.206	NON-ADPs	Single Stage-One Envelope	1st Quarter	Work will be executed as per SPPRA Rule 2010 amended (up to Date)
2	Work	Construction & Repair of Surface Drains Type- A & B at Various Streets Of Ward No 2 Town Committee Jhol Taluka Sinjhor District Sanghar.	1.201	1.201	ADP	Single Stage-One Envelope	1st Quarter	=====
3	Work	Repair & Rehabilitation of Surface Drains Type- A & B From Kareem Bux Channar House to Disposal via Government Primary School at Village Nawab Khan Channar Of Ward No 3 Town Committee Jhol Taluka Sinjhor District Sanghar.	1.202	1.202	ADP	Single Stage-One Envelope	1st Quarter	=====
4	Work	Construction of Surface Drains Type- A From Ashraf House to Main Nalla Gosht Market, & at Humera Faqeer i/c Repair of Drain at Lutuf Wassan & Mir House , Sain Rasool Bux to Water Course, & Construction of Culvert at Water Course No 04 at Village Misri Khan Tumbrani Ward No 4 Town Committee Jhol Taluka Sinjhor District Sanghar.	2.090	2.090	ADP	Single Stage-One Envelope	1st Quarter	=====
5	Work	Construction of Surface Drains Type- A From Dargah Haji Qadir Bux Beside Government Boys Main Sindhi School, Maqbool to Iftikhar Ahmed, at Zaheer House and Saindad Shar to Gul Hassan Shar & Construction of RCC Cross Near Mohsin & Madom Aasia House Ward No 5 Town Committee Jhol Taluka Sinjhor District Sanghar.	1.203	1.203	ADP	Single Stage-One Envelope	1st Quarter	=====

OFFICE OF THE **TOWN COMMITTEE JHOL DISTRICT SANGHAR**

ANNUAL PROCUREMENT PLAN FOR FINANCIAL THE YEAR 2026-27

S#	Procurement Category (Works / Goods / Service)	Description of Procurement	Estimate Unit Cost	Funds Allocation in Million	Source of Fund	Proposed Procurement Method	Tentative Timing of Procurement	Remarks
6	Work	Construction of Cement Paving Block Flooring at Barkat Jalalani Street at Ward No 4 Town Committee Jhol Taluka Sinjhor District Sanghar.	0.606	0.606	ADP	Single Stage-One Envelope	1st Quarter	=====
7	Work	Repair of Surface Drains Type-B at Ward No 6 Roheel Shar to Disposal & Type -A at Aslam Shar to Mehar Ali Pinjaro & Zulifqar to Mehrab Shar & Construction of Surface Drain Type-A at Nawaz Ali Shar to Main Disposal Nalla Town Committee Jhol Taluka Sinjhor District Sanghar.	1.812	1.812	ADP	Single Stage-One Envelope	1st Quarter	=====
8	Work	Providing & Fixing Solar Street Lights at Various streets of Town Committee Jhol Taluka Sinjhor District Sanghar.	1.495	1.495	ADP	Single Stage-One Envelope	1st Quarter	=====


TOWN OFFICER
TOWN COMMITTEE JHOL



**GOVERNMENT OF SINDH
LOCAL GOVERNMENT & HOUSING TOWN
PLANNING DEPARTMENT**

Karachi, dated the 10th August, 2026



NOTIFICATION

No.SOI/LG/3-10/2026/Sanghar: With the approval of Competent Authority, the following Procurement Committee under Rule-7 & 8 of SPPRA Rule 2010 consisting on following (03) three officers is hereby constituted to carry out the bidding process of Town Committee, Jhol as per allocation of budget during current financial year 2026-27.

- | | | |
|----|--|----------|
| 1. | Town Officer,
Town Committee
Jhol | Chairman |
| 2. | Assistant Executive Engineer
Public Health Engineering Department,
Sanghar | Member |
| 3. | Accounts Officer,
Town Committee, Jhol | Member |

2.

Terms of Reference: -

The functions and responsibilities of Procurement Committee shall be as under:-

- Preparing of bidding documents.
- Carry out technical as well as financial evolution of bids.
- Preparing evolution report as provided in Rule-45 of SPPRA, 2010 (Amended upto date).
- Making recommendations for the award of contract to the Competent Authority.
- Perform any other functions ancillary and incidentally.
- Policy guidelines of this department regarding approval of development schemes / NITs etc must be followed.

3. In case of any breach/violation of SPPRA rules, the Procuring Committee shall be held responsible accordingly.

**DR. WASEEM SHAMSHAD ALI
SECRETARY TO GOVT. OF SINDH**

No.SOI/LG/3-10/2026/Sanghar

Karachi, dated 10th August, 2026

A copy is forwarded for information and necessary action to:

- The Director, Sindh Public Procurement Regulatory Authority, Karachi.
- The Chairman /Town Officer, Town Committee Jhol.
- The Accounts officer, Town Committee Jhol.
- The Assistant Executive Engineer, P.H.E.D Sanghar.
- The Assistant Director, Local Fund Audit Sanghar.
- P.S. to Secretary, Local Government & HTP Department, Gos, Karachi.

**(ATTAULLAH UNNAR)
SECTION OFFICER-I**



**OFFICE OF THE
TOWN COMMITTEE JHOL
DISTRICT SANGHAR**

No: TC/Jhol/ 03 /of 2026
Dated: 01 /07 /2026

NOTIFICATION

In compliance of Rule-7 & 8 of Sindh Public Procurement Rules 2010, a Complaint Redressal Committee (CRC) to redress the grievances in Town Committee Jhol for financial year 2026-27 is hereby constituted comprising the following members.

- | | |
|--|----------|
| i. Chairman Town Committee Jhol | Chairman |
| ii. District Engineer District Council Sanghar | Member |
| iii. Assistant Town Committee Jhol | Member |

The terms of references of committee are same as mentioned vide Rule-45 of SPPRA Rules-2010 amended 2018 up-to-date.



[Signature]
CHAIRMAN
Town Committee Jhol
District Sanghar

C.C to:-

1. The Additional Chief Secretary Local Government Department Government of Sindh Karachi.
2. The Director Sindh Public Procurement Regulatory Karachi.
3. The Regional Director Local Government Shaheed Benazirabad.
4. The Additional/ Deputy Director Local Government Sanghar.
5. The District Engineer District Council Sanghar.

CHAIRMAN
Town Committee Jhol
District Sanghar

OFFICE OF THE
TOWN COMMITTEE JHOL
DISTRICT SANGHAR

"BIDDING DOCUMENTS"

**BASED ON STANDARD FORM OF BIDDING DOCUMENTS OF SPPRA FOR
PROCUREMENT OF WORKS**

Scheme No-02

Name of Work: -

**Construction & Repair of Surface Drains Type- A & B
at Various Streets Of Ward No 2 Town Committee
Jhol Taluka Sinjhora District Sanghar.**

Estimate Cost: -

Rs.1201000/-

NIT No. & Date: -

No. TO/TC/Jhol/44/ 2026 Dated: 02-09-2026

Date of Opening: -

18-09-2026 @ 12:00 Hour

Issued to: -

M/s: - _____

Bidding Documents Fees: -

Rs: - 3000/- (Rupees Three Thousand Only)

Standard Bidding Document is intended as a model for admeasurements
(Percentage Rate/unit price for unit rates in a Bill of Quantities) types of contracts.
The main text refers to ad measurements contracts.

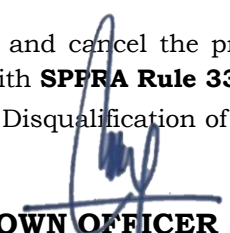
"INVITATION FOR BIDS"

Scheme No-02

Date: - 02-09-2026

Bid Reference No: - No. TO/TC/Jhol/44/ 2026

1. The Procuring Agency, **Town Committee Jhol**, invites **Electronic Bids (E-Bids)** from eligible and qualified contractors/firms, registered with relevant authorities, for the execution of the following work:
[Construction & Repair of Surface Drains Type- A & B at Various Streets Of Ward No 2 Town Committee Jhol Taluka Sinjhora District Sanghar.], [Rs.1201000/-] Completion Period: 12 Months.
2. Bidding shall be conducted through **Single Stage – One Envelope Procedure** in accordance with **SPPRA Rules, 2010 (Amended up to date)**.
3. Bidding documents can be downloaded from the **SPPRA E-Procurement System (EPADS):** <http://portalsindh.eprocurement.gov.pk> all bids must be submitted **electronically through EPADS only. Manual / physical submission of bids shall not be accepted.**
4. The bid must be accompanied by:
 - **Tender Fee (Non-refundable): Rs. 3,000/-**
 - **Bid Security: 5.00% of Engineer's Estimate**
 - Both in the form of **Call Deposit / Pay Order / Bank Draft** from any scheduled bank of Pakistan, in favor of: **Chairman, Town Committee Jhol** Scanned copies must be uploaded with the electronic bid.
 - The **original instruments** shall be submitted in sealed envelopes to the office of the Procuring Agency **before the bid opening time.**
5. Interested bidders may obtain further information and inspect the bidding documents at the Office of the **Town Committee Jhol** District Sanghar.
6. **Bid Security Condition:**
 - Bid Security must be issued from the **account of the participating firm/contractor.**
 - Bids without valid Bid Security shall be **rejected as non-responsive.**
7. Bids shall be submitted online on or before:
 - ❖ **Date: 18-09-2026 up to 11:00 AM**
 - ❖ Bids will be opened on the same date at: **12:00 Noon**, at the office of Town Committee Jhol, in the presence of: Procurement Committee & Bidders or their authorized representatives (if they choose to attend).
8. The bidders are required to quote their **most competitive and final rates**, as **no negotiations shall be permitted** in accordance with procurement rules.
9. The Procuring Agency reserves the right to: Reject any or all bids and cancel the procurement process at any time prior to the acceptance of a bid, in accordance with **SPPRA Rule 33.**
10. Any attempt to **influence the procurement process** shall result in: Disqualification of bidder and Initiation of action under **SPPRA Rule 35 (Blacklisting).**


TOWN OFFICER
TOWN COMMITTEE JHOL

[Note: -

1. *Procuring Agency to enter the requisite information in blank spaces.*
2. *The Bid shall be opened within one hour after the deadline for submission of bids.*

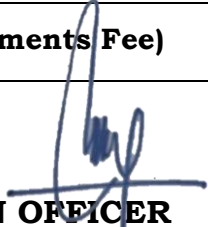
OFFICE OF THE
TOWN COMMITTEE JHOL
DISTRICT SANGHAR

Scheme No-02

"BIDDING DATA"

(The following Bidding Data shall supplement and /or amend the provisions of the Instructions to Bidders (ITB). Wherever there is a conflict, the provisions herein shall prevail.)

A	Name of Procuring Agency: -	OFFICE OF THE TOWN COMMITTEE JHOL
B	Brief Description of Works: -	<u>Construction & Repair of Surface Drains Type- A & B at Various Streets Of Ward No 2 Town Committee Jhol Taluka Sinjhor District Sanghar.</u>
C	Procuring Agency's Address: -	Office of the Town Committee Taluka Sinjhor District Sanghar
D	Estimated Cost: -	Rs.1201000/-
e	Amount of Bid Security: -	Rs. 5.00%
f	Period of Bid Validity (days): -	Ninety Days (90)
g	Security Deposit:-(including bid security): -	10.00% of contract price
h	Percentage, if any, to be deducted from bills: -	8.00% Income Tax, 5.00% Security Deposit & 5.00% SRB Tax
i	Deadline for Submission of Bids along with time: -	On 18-09-2026 @ 11:00 AM
J	Venue, Time, and Date of Bid Opening: -	Office of the Town Committee Jhol Taluka Sinjhor District Sanghar On 18-09-2026 @ 12:00 Noon
K	Time for Completion from written order of commence: -	Twelve months (12)
L	Liquidity damages: -	0.06 of Bid Cost (per of day)
M	Deposit Receipt No: Date: Amount: -	Rs.3000/- (Tender Documents Fee)


TOWN OFFICER
TOWN COMMITTEE JHOL

OFFICE OF THE
TOWN COMMITTEE JHOL
DISTRICT SANGHAR

Scheme No-02

"MANDATORY QUALIFICATION DOCUMENTS, TERMS & CONDITIONS"

Contract Title: Construction & Repair of Surface Drains Type- A & B at Various Streets Of Ward No 2 Town Committee Jhol Taluka Sinjhora District Sanghar.

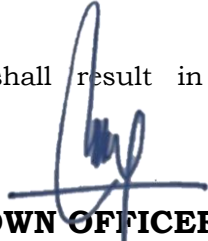
MANDATORY QUALIFICATION CRITERIA: -

*(All bidders are required to submit the following documents.
Failure to comply shall render the bid non-responsive and liable to rejection.)*

S.#	Description
01	Active NTN Certificate and inclusion in Active Taxpayer List (ATL)
02	Valid Registration with Sindh Revenue Board (SRB)
03	Copy of valid CNIC of proprietor/partners/directors
04	Affidavit on E-Stamp Paper stating: bidder is not blacklisted, not involved in litigation, has not abandoned any work, all documents are genuine and information provided is true
05	Bid Security (5.00% of Bid Price) and Tender Fee (Rs. 3,000/-) submitted as per prescribed method
06	Minimum 02 ongoing similar works with supporting documents
07	Minimum 02 completed similar works with completion certificates
08	Bank Statement of last three (03) years , issued by a scheduled bank
09	Financial Capacity Certificate issued by bank showing adequate financial strength
10	Firm must provide work methodology and execution plan .

Important Note:

Non-submission of any mandatory document shall result in **outright rejection of the bid**.


TOWN OFFICER
TOWN COMMITTEE JHOL

EVALUATION CRITERIA (TECHNICAL RESPONSIVENESS)

Evaluation shall be conducted on a **Pass / Fail basis** in accordance with the rules of Sindh Public Procurement Regulatory Authority.

A bid shall be declared **responsive only if:**

- ❖ All mandatory documents are provided
- ❖ Required experience is demonstrated
- ❖ Financial capacity is adequate
- ❖ Required staff and equipment are available
- ❖ All instructions and conditions are fully complied with any deficiency shall render the bid **non-responsive**.

TERMS & CONDITIONS OF TENDER / ELIGIBILITY

1. Procurement Method

- ❖ Procurement shall be conducted through **E-PADS (E-Procurement System)**
- ❖ Method: **Single Stage – One Envelope Procedure**
- ❖ Manual submission of bids is **strictly prohibited**

2. Tender Fee & Bid Security

- ❖ Tender Fee: **Rs. 3,000/- (Non-refundable)**
- ❖ Bid Security: **5.00% of Bid Amount**
- ❖ In the form of **Call Deposit / Pay Order** in favor of **Chairman, Town Committee Jhol Taluka Sinjhora District Sanghar.**
- ❖ Scanned copies must be uploaded on E-PADS
- ❖ Original instruments must be submitted **before bid opening time**, Failure to comply shall result in **rejection of bid**.

3. Bid Validity

- ❖ Bids shall remain valid for a period of **90 days** from the date of opening

4. Submission & Opening of Bids

- ❖ Bids must be submitted **electronically through EPADS**
- ❖ Bids shall be opened at the office of **Town Committee Jhol Taluka Sinjhora District Sanghar.**
- ❖ Opening shall be conducted in presence of Procurement Committee and bidders' representatives (optional)

5. Clarification

- ❖ Bidders may seek clarification up to **07 days prior to submission deadline** through E-PADS or office

6. Conditional Bids

- ❖ Conditional, incomplete, or unsigned bids shall be **rejected outright**

7. Holiday Clause

- ❖ If the office is closed on the submission/opening date, the process shall be conducted on the next working day

8. Responsibility of Bidders

- ❖ Procuring Agency shall not be responsible for E-PADS or technical errors
- ❖ Bidders must ensure timely and complete submission

9. Rights of Procuring Agency

- ❖ Procuring Agency reserves the right to: Reject any or all bids & cancel the process under **SPPRA Rule 33**

10. Disqualification

- ❖ All Bidders shall be disqualified if: Fake or forged documents are submitted, Bid Security is invalid or missing, required documents are incomplete & attempt is made to influence the procurement process.

11. Performance Security

- ❖ Successful bidder shall provide **10% Performance Security** of contract price

12. Defect Liability Period

- ❖ Minimum **12 months** after completion of work

13. Blacklisting

- ❖ Contractor shall be liable for blacklisting under **Rule 35 of SPPRA Rules** in case of: Fraudulent practices, Non-performance & Misrepresentation
- ❖ **Comprehensive affidavit / E-Stamp** shall be required covering: that No blacklisting, no litigation affecting performance, no abandoned works & All documents are genuine

14. Integrity & Transparency

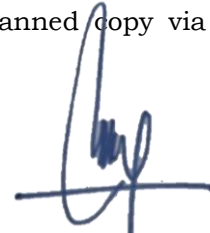
- ❖ Any attempt of corruption, collusion, or undue influence shall result in **immediate disqualification**

15. Verification of Documents

- ❖ Procuring Agency reserves the right to verify any document at any stage
- ❖ Any false information shall lead to **rejection and legal action**

16. General Instructions

- ❖ All documents must be **properly signed & stamped**.
- ❖ Any concealment shall lead to **disqualification**.
- ❖ Procuring Agency may verify any document at any stage.
- ❖ Call Deposit & Tender fee will be accepted after verification with concerned Bank.
- ❖ In case if **Bid Tie** Mechanism used as per SPPRA Notification on 18th March 2026.
- ❖ Bids without valid Bid Security shall be **rejected as non-responsive**.
- ❖ Bid Security & Tender fee must be submitted both Scanned copy via E-PADS & Original hard copy before bid opening.



**TOWN OFFICER
TOWN COMMITTEE JHOL**

"INTEGRITY PACT"

DECLARATION OF FEES, COMMISSION & BROKERAGE ETC

PAYABLE CONTRACTORS

Scheme No-02

Contract Value: Rs.1201000/-

Contract Title: Construction & Repair of Surface Drains Type- A & B at Various Streets Of Ward No 2 Town Committee Jhol Taluka Sinjhor District Sanghar.

M/s _____, hereby declares that has not to obtained or induced the procurement of any Contract, right, interest, privilege, or other obligation or benefit from the Government of Sindh or any administrative subdivision or agency thereof or any other entity owned or controlled by its Government of Sindh through any corrupt business practice.

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

M/s _____, accepts full responsibility and strict liability that it has made and will make full disclosure of all agreements and arrangement and arrangement with all persons in respect of or related to the transaction with PA and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

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

Notwithstanding any rights and remedies exercised by the PA in this regard, **M/s** _____, agrees to indemnify the PA for any loss or damage incurred by it on account of its corrupt business practice and further pay compensation to the PA in an amount equivalent to ten time the sum of any commission, gratification, bribe, finder's fee or kickback given by the **M/s** _____, as aforesaid for the purpose of obtaining or inducing the Procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from Procuring Agency.



**TOWN OFFICER
TOWN COMMITTEE JHOL**

M/s _____,

Scheme No-02

"CONDITIONS OF CONTRACT"

Name of work: - Construction & Repair of Surface Drains Type- A & B at Various Streets Of Ward No 2 Town Committee Jhol Taluka Sinjhora District Sanghar.

Estimate Cost: - Rs.1201000/-

Clause – 1: Commencement & Completion Dates of work.

The contractor shall not enter upon or commence any portion or work except with the written authority and instructions of the Engineer-in-charge or of in subordinate-in-charge of the work. Failing such authority, the contractor shall have no claim to ask for measurements of or payment for work.

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

Clause – 2: Liquidated Damages.

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

Clause – 3: Termination of the Contract.

(A) Town Committee Jhol, Taluka Sinjhora District Sanghar through its authority may terminate the contract if either of the following conditions exists: -

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

(B) The Town Committee Jhol, Taluka Sinjhora District Sanghar has power to adopt any of the following courses as may deem fit: -

- i. To forfeit the security deposit available except conditions mentioned at A (iii) and (iv) above.
- ii. To finalize the work by measuring the work done by the contractor.

(C) In the event of any of the above courses being adopted by the Town Committee Jhol, Taluka Sinjhora District Sanghar (through its authority), the contractor shall have: -

- i. No claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials, or entered into any engagements, or made any advances on account of, or with a view to the execution of the work or the performance of the contract.
- ii. However, the contractor can claim for the work done at site duly certified by the Assistant Executive Engineer in writing regarding the performance of such work and has not been paid. **Town Committee Jhol, Taluka Sinjhora District Sanghar** may invite fresh bids for remaining work.

Clause 4: Possession of the site and claims for compensation for delay.

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

Clause –5: Extension of Intended Completion Date.

The **Town Committee Jhol, Taluka Sinjhora District Sanghar** either at its own initiatives before the date of completion or on desire of the contractor may extend the intended completion date, if an event (which hinders the execution of contract) occurs or a variation order is issued which makes it impossible to complete the work by the intended completion date for such period as he may think necessary or proper. The decision of the **Town Committee Jhol, Taluka Sinjhora District Sanghar** in this matter shall be final; where time has been extended under this or any other clause of this agreement, the date for completion of the work shall be the date fixed by the order giving the extension or by the aggregate of all such orders, made under this agreement. When time has been extended as aforesaid, it shall continue to be the essence of the contract and all clauses of the contract shall continue to be operative during the extended period.

Clause –6: Specifications.

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

Clause – 7: Payments.

(A) Interim/Running Bill.

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

The **Town Committee Jhol, District Sanghar** shall pass/certify the amount to be paid to the contractor, which he considers due and payable in respect thereof, subject to deduction of security deposit, advance payment if any made to him and taxes. All such intermediate payment shall be regarded as payments by way of advance against the final payment only and not as payments for work actually done and completed, and shall not preclude the Engineer-in-charge from recoveries from final bill and rectification of defects and unsatisfactory items of works pointed out to him during defect liability period.

(B) The Final Bill.

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

Clause – 8: Reduced Rates.

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

Clause – 9: Issuance of Variation and Repeat Orders.

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

(B) Contractor shall not perform a variation until the **Town Committee Jhol, District Sanghar** has authorized the variation in writing subject to the limit not exceeding the contract cost by of 15% on the same conditions in all respects on which he agreed to do them in the work, and at the same rates, as are specified in the tender for the main work. The contractor has no right to claim for compensation by reason of alterations or curtailment of the work.

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

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

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

(F) Repeat Order:

Any cumulative variation, beyond the 15% of initial contract amount, shall be subject of another contract to be tendered out if the works are separable from the original contract.

Clause-10: Quality Control.

(A) Identifying Defects:

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

(B) Correction of Defects:

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

(C) Uncorrected Defects:

- (i) In the case of any such failure, the Engineer-in-charge shall give the contractor at least 14 days' notice of his intention to use a third party to correct a defect. He may rectify or remove, and re-execute the work or remove and replace the materials or articles complained of as the case may be at the risk and expense in all respects of the contractor.
- (ii) If the Engineer considers that rectification/correction of a defect is not essential and it may be accepted or made use of; it shall be within his discretion to accept the same at such reduced rates as he may fix therefore.

Clause – 11:

(A) Inspection of Operations.

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

(B) Dates for Inspection and Testing.

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

Clause – 12: Examination of work before covering up.

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

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

Clause – 13: Risks.

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

Clause-14: Measures for prevention of fire and safety measures.

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

Clause-15: Sub-contracting.

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

Clause – 16: Disputes.

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

Clause –17: Site Clearance.

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

Clause –18: Financial Assistance /Advance Payment.

(A) Mobilization advance is not allowed.

(B) Secured Advance against materials brought at site.

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

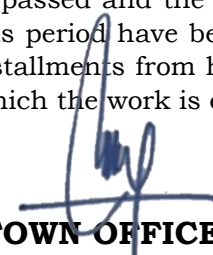
(ii) Recovery of Secured Advance paid to the contractor under the above provisions shall be affected from the monthly payments on actual consumption basis, but not later than period more than three months (even if unutilized).

Clause –19: Recovery as arrears of Land Revenue.

Any sum due to the Government by the contractor shall be liable for recovery as arrears of Land Revenue.

Clause –20: Refund of Security Deposit/Retention Money.

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



TOWN OFFICER
TOWN COMMITTEE JHOL

"INSTRUCTIONPNS TO BIDDERS"

A. GENERAL

IB.1 Scope of Bid & Source of Funds

1.1 Scope of Bid

The Procuring Agency as defined in the Bidding Data (hereinafter called -the Procuring Agency) wishes to receive Bids for the Works summarized in the Bidding Data (hereinafter referred to as -the Works).

Bidders must quote for the complete scope of work. Any Bid covering partial scope of work will be rejected as non-responsive.

1.2 Source of Funds

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

IB.2 Eligible Bidders

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

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

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

- b) duly pre-qualified with the Procuring Agency. (*Where required*).

In the event that prequalification of potential bidders has been undertaken, only bids from prequalified bidders will be considered for award of Contract.

- c) if prequalification has not undertaken, the procuring agency may ask information and documents not limited to following: -

- (i) company profile;
- (ii) works of similar nature and size for each performed in last 3/5 years;
- (iii) construction equipment's;
- (iv) qualification and experience of technical personnel and key site management;
- (v) financial statement of last 3 years;
- (vi) information regarding litigations and abandoned works if any.

IB.3 Cost of Bidding

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

B. BIDDING DOCUMENTS

IB.4 Contents of Bidding Documents

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

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

- (iv) Form of Bank Guarantee for Advance Payment.
- 5. Specifications
- 6. Drawings, if any

IB.5 Clarification of Bidding Documents

- 5.1 A prospective bidder requiring any clarification(s) in respect of the Bidding Documents may notify the Engineer/Procuring Agency at the Engineer's/ Procuring Agency's address indicated in the Bidding Data.
- 5.2 An interested bidder, who has obtained bidding documents, may request for clarification of contents of bidding documents in writing and procuring agency shall respond to such queries in writing within three calendar days, provided they are received at least five calendar days prior to the date of opening of bid (SPP Rule 23-1).

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

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

C. PREPARATION OF BIDS

IB.7 Language of Bid

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

IB.8 Documents Comprising the Bid

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

IB.9 Sufficiency of Bid

- 9.1 Each bidder shall satisfy himself before Bidding as to the correctness and sufficiency of his Bid and of the premium on the rates of CSR / rates and prices quoted/entered in the Schedule of Prices, which rates and prices shall except in so far as it is otherwise expressly provided in the Contract, cover all his obligations under the Contract and all matters and things necessary for the proper completion of the works.
- 9.2 The bidder is advised to obtain for himself at his own cost and responsibility all information that may be necessary for preparing the bid and entering into a Contract for execution of the Works.

IB.10 Bid Prices, Currency of Bid and Payment

- 10.1 The bidder shall fill up the Schedule of Prices (Schedule A to Bid) indicating the percentage above or below the Composite Schedule of Rates/unit rates and prices of the Works to be performed under the Contract. Prices in the Schedule of Prices/Bill of Quantities shall be quoted entirely in Pak Rupees keeping in view the instructions contained in the Preamble to Schedule of Prices.
- 10.2 Unless otherwise stipulated in the Conditions of Contract, prices quoted by the bidder shall remain fixed during the bidder's performance of the Contract and not subject to variation on any account.
- 10.3 The unit rates and prices in the Schedule of Prices or percentage above or below on the composite schedule of rates shall be quoted by the bidder in the currency as stipulated in Bidding Data.

- 10.4 Items for which no rate or price is entered by the Bidder will not be paid for by the Procuring Agency when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities.

IB.11 Documents Establishing Bidder's Eligibility and Qualifications

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

IB.12 Documents Establishing Works' Conformity to Bidding Documents

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

IB.13 Bid Security

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

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

- 14.1 Bids shall remain valid for the period stipulated in the Bidding Data after the date of bid opening.
- 14.2 In exceptional circumstances, Procuring Agency may request the bidders to extend the period of validity for an additional period but not exceeding 1/3 of the original period. The request and the bidder's responses shall be made in writing or by cable. A Bidder may refuse the request without forfeiting the Bid Security. A Bidder agreeing to the request will not be required or permitted to otherwise modify the Bid, but will be required to extend the validity of Bid Security for the period of the extension, and in compliance with IB.13 in all respects (SPP Rule 38).
- 14.3 All Schedules to Bid are to be properly completed and signed.
- 14.4 No alteration is to be made in the Form of Bid except in filling up the blanks as directed. If any alteration be made or if these instructions be not fully complied with, the bid may be rejected.
- 14.5 Each bidder shall prepare Original and number of copies specified in the Bidding Data of the documents comprising the bid as described in IB.8 and clearly mark them ORIGINAL COPY as appropriate. In the event of discrepancy between them, the original shall prevail.
- 14.6 The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign (in the case of copies, Photostats are also acceptable). This shall be indicated by submitting a written Power of Attorney

- authorizing the signatory of the bidder to act for and on behalf of the bidder. All pages of the bid shall be initialed and official seal be affixed by the person or persons signing the bid.
- 14.7 The Bid shall be delivered in person or sent by registered mail at the address to Procuring Agency as given in Bidding Data.

D. SUBMISSION OF BID

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

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

E. BID OPENING AND EVALUATION

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

- 16.1 The Procuring Agency will open the bids, in the presence of bidder's representatives who choose to attend, at the time, date and in the place specified in the Bidding Data.
- 16.2 The bidder's name, Bid Prices, any discount, the presence or absence of Bid Security, and such other details as the Procuring Agency at its discretion may consider appropriate, will be announced by the Procuring Agency at the bid opening. The Procuring Agency will record the minutes of the bid opening. Representatives of the bidders who choose to attend shall sign the attendance sheet. Any Bid Price or discount which is not read out and recorded at bid opening will not be taken into account in the evaluation of bid.
- 16.3 To assist in the examination, evaluation and comparison of Bids the Engineer/Procuring Agency may, at its discretion, ask the bidder for a clarification of its Bid. The request for clarification and the response shall be in writing and no change in the price or substance of the Bid shall be sought, offered or permitted (SPP Rule 43).
- 16.4 (a) Prior to the detailed evaluation, pursuant to IB.16.7 to 16.9, the Engineer/Procuring Agency will determine the substantial responsiveness of each bid to the Bidding Documents. For purpose of these instructions, a substantially responsive bid is one which conforms to all the terms and conditions of the Bidding Documents without material deviations. It will include determining the requirements listed in Bidding Data.
- (b) Arithmetical errors will be rectified on the following basis:
If there is a discrepancy between the unit price and total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected.
If there is a discrepancy between the words and figures the amount in words shall prevail. If there is a discrepancy between the Total Bid price entered in Form of Bid and the total shown in Schedule of Prices-Summary, the amount stated in the Form of Bid will be corrected by the Procuring Agency in accordance with the Corrected Schedule of Prices.
If the bidder does not accept the corrected amount of Bid, his Bid will be rejected and his Bid Security forfeited.
- 16.5 A Bid determined as substantially non-responsive will be rejected and will not subsequently be made responsive by the bidder by correction of the non-conformity.

- 16.6 Any minor informality or non-conformity or irregularity in a Bid which does not constitute a material deviation (**major deviation**) may be waived by Procuring Agency, provided such waiver does not prejudice or affect the relative ranking of any other bidders.

(A) Major (material) Deviations include: -

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

(B) Minor Deviations: -

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

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

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

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

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

IB.17 Process to be Confidential

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

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

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

❖ **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;

❖ **Collusive Practice!** means any arrangement between two or more parties to the procurement process or contract execution, designed to achieve with or without the knowledge of the procuring agency to establish prices at artificial, noncompetitive levels for

- any wrongful gain;
- ❖ **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;
- ❖ **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;
- ❖ **Obstructive Practice!** means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract or deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements before investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or acts intended to materially impede the exercise of inspection and audit rights provided for under the Rules.

F. AWARD OF CONTRACT

IB.18. Post Qualification

- 18.1 The Procuring Agency, at any stage of the bid evaluation, having credible reasons for or *prima facie* evidence of any defect in Contractor's capacities, may require the contractors to provide information concerning their professional, technical, financial, legal or managerial competence whether already pre-qualified or not:
Provided, that such qualification shall only be laid down after recording reasons therefore in writing. They shall form part of the records of that bid evaluation report.
- 18.2 The determination will take into account the bidder's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the bidder's qualifications submitted under B.11, as well as such other information required in the Bidding Documents.

IB.19 Award Criteria & Procuring Agency's Right

- 19.1 Subject to IB.19.2, the Procuring Agency will award the Contract to the bidder whose bid has been determined to be substantially responsive to the Bidding Documents and who has offered the lowest evaluated Bid Price, provided that such bidder has been determined to be qualified to satisfactory perform the Contract in accordance with the provisions of the IB.18.
- 19.2 Not with standing IB.19.1, the Procuring Agency reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of Contract, without thereby incurring any liability to the affected bidders or any obligation to inform the affected bidders of the grounds for the Procuring Agency's action except that the grounds for its rejection of all bids shall upon request be communicated, to any bidder who submitted a bid, without justification of the grounds. Notice of the rejection of all the bids shall be given promptly to all the bidders (SPP Rule 25).

IB.20 Notification of Award & Signing of Contract Agreement

- 20.1 Prior to expiration of the period of bid validity prescribed by the Procuring Agency, the Procuring Agency will notify the successful bidder in writing (—Letter of Acceptance) that his bid has been accepted (SPP Rule 49).
- 20.2 Within seven (07) days from the date of furnishing of acceptable Performance Security under the Conditions of Contract, the Procuring Agency will send the successful bidder the Form of Contract Agreement provided in the Bidding Documents, incorporating all agreements between the parties.
- 20.3 The formal Agreement between the Procuring Agency and the successful bidder duly stamped at rate of ---% of bid price(updated from time to time) stated in Letter of Acceptance shall be executed within seven (07) days of the receipt of Form of Contract Agreement by the successful bidder from the Procuring Agency.

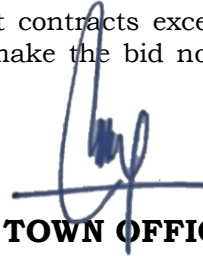
IB.21 Performance Security

- 21.1 The successful bidder shall furnish to the Procuring Agency a Performance Security in the form and the amount stipulated in the Conditions of Contract within a period of fourteen (14) days after the receipt of Letter of Acceptance (SPP 39).
- 21.2 Failure of the successful bidder to comply with the requirements of Sub-Clauses IB.20.2 & 20.3 or 21.1 or Clause IB.22 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security.

- 21.3 Publication of Award of Contract: within seven days of the award of contract, the procuring shall publish on the website of the authority and on its own website, if such a website exists, the results of the bidding process, identifying the bid through procurement identifying Number if any and the following information:
- i) Evaluation Report;
 - ii) Form of Contract and letter of Award;
 - iii) Bill of Quantities or Schedule of Requirements. (SPP Rule 50)

IB.22 Integrity Pact

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



**TOWN OFFICER
TOWN COMMITTEE JHOL**

"SCHEDULES OF BID"

SCHEDULES TO BID INCLUDE THE FOLLOWING: -

Schedule A to Bid:

PREAMBLE TO SCHEDULE OF PRICES

1. General

- 1.1 The Schedule of Prices shall be read in conjunction with the Conditions of Contract, Contract Data together with the Specifications and Drawings, if any.
- 1.2 The Contract shall be for the whole of the works as described in these Bidding Documents. Bids must be for the complete scope of works.

2. Description

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

3. Units & Abbreviations

- 3.1 Units of measurement, symbols and abbreviations expressed in the Bidding Documents shall comply with the System International Unites (SI Units).
(Note: The abbreviations to be used in the Schedule of Prices to be defined by the Procuring Agency).

4. Rates and Prices

- 4.1 Except as otherwise expressly provided under the Conditions of Contract, the rates and amounts entered in the Schedule of Prices shall be the rates at which the Contractor shall be paid and shall be the full inclusive value of the works set forth or implied in the Contract; except for the amounts reimbursable, if any to the Contractor under the Contract.
- 4.2 Unless otherwise stipulated in the Contract Data, the premium, rates and prices entered by the bidder shall not be subject to adjustment during the performance of the Contract.
- 4.3 All duties, taxes and other levies payable by the Contractor shall be included in the rates and prices.
- 4.4 The whole cost of complying with the provisions of the Contract shall be included in the items provided in the Schedule of Prices, and where no items are provided, the cost shall be deemed to be distributed among the rates and prices entered for the related items of the Works and no separate payment will be made for those items. The rates, prices and amounts shall be entered against each item in the Schedule of Prices. Any item against which no rate or price is entered by the bidder will not be paid for by the Procuring Agency when executed and shall be deemed covered by the rates and prices for other items in the Schedule of Prices.
- 4.5 (a) The bidder shall be deemed to have obtained all information as to and all requirements related thereto which may affect the bid price.
(b) The Contractor shall be responsible to make complete arrangements for the transportation of the Plant to the Site. *(Procuring Agency may modify as appropriate)*
- 4.6 The Contractor shall provide for all parts of the Works to be completed in every respect. Notwithstanding that any details, accessories, etc. required for the complete installation and satisfactory operation of the Works, are not specifically mentioned in the Specifications, such details shall be considered as included in the Contract Price.

5. Bid Prices

- 5.1 Break-up of Bid Prices: - The various elements of Bid Prices shall be quoted as detailed by the Procuring Agency in the format of Schedule of Prices. The bidder shall recognize such elements of the costs which he expects to incur the performance of the Works and shall include all such costs in the rates and amounts entered in the Schedule of Prices.
- 5.2 Total Bid Price: - The total of bid prices in the Schedule of Prices shall be entered in the Summary of Bid Prices.

6. Provisional Sums and Day work

- 6.1 Provisional Sums included and so designated in the Schedule of Prices if any, shall be expended in whole or in part at the direction and discretion of the Engineer/Procuring Agency. The Contractor will only receive payment in respect of Provisional Sums, if he has been instructed by the Engineer/Procuring Agency to utilize such sums.
- 6.2 Day work rates in the Contractor's bid are to be used for small additional amounts of work

and only when the Engineer have given written instructions in advance for additional work to be paid for in that way.

Schedule B to Bid:

SPECIFIC WORKS DATA

(To be prepared and incorporated by the Procuring Agency)

**(Note: The Procuring Agency shall spell out the information & data required to be filled out by the bidder and to furnish complementary information).*

Schedule C to Bid:

Works to be Performed by Subcontractors

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

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

Note:

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

Schedule D to Bid:

PROPOSED PROGRAMME OF WORKS

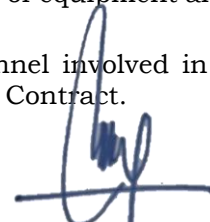
Bidder shall provide a Programme in a bar-chart or Program Evaluation and Review Technique (PERT) or Critical Path Method (CPM) showing the sequence of work items by which he proposes to complete the works of the entire Contract. The Programme should indicate the sequence of work items and the period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

Schedule E to Bid:

METHOD OF PERFORMING WORKS

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

- The sequence and methods in which he proposes to carry out the Works, including the number of shifts per day and hours per shift, he expects to work.
- A list of all major items of construction and plant erection, tools and vehicles proposed to be used in delivering/carrying out the works at site.
- The procedure for installation of equipment and transportation of equipment and materials to the site.
- Organization chart indicating head office & field office personnel involved in management, supervision and engineering of the Works to be done under the Contract.



TOWN OFFICER
TOWN COMMITTEE JHOL

"FORM OF BID"

(LETTER OF OFFER)

Bid Reference No. _____

To,

Gentlemen,

1. Having examined the Bidding Documents including Instructions to Bidders, Bidding Data, Conditions of Contract, Contract Data, Specifications, Drawings, if any, Schedule of Prices and Addenda Nos. _____ for the execution of the above-named works, we, the undersigned, being a company doing business under the name of and address _____ and being duly incorporated under the laws of Pakistan hereby offer to execute and complete such works and remedy any defects therein in conformity with the said Documents including Addenda thereto for the Total Bid Price of Rs _____ (Rupees _____) or such other sum as may be ascertained in accordance with the said Documents.
2. We understand that all the Schedules attached hereto form part of this Bid.
3. As security for due performance of the undertakings and obligations of this Bid, we submit herewith a Bid Security in the amount of _____ drawn in your favor or made payable to you and valid for a period of twenty-eight (28) days beyond the period of validity of Bid.
4. We undertake, if our Bid is accepted, to commence the Works and to deliver and complete the Works comprised in the Contract within the time(s) stated in Contract Data.
5. We agree to abide by this Bid for the period of (____) days from the date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
6. Unless and until a formal Agreement is prepared and executed, this Bid, together with your written acceptance thereof, shall constitute a binding contract between us.
7. We undertake, if our Bid is accepted, to execute the Performance Security referred to in Conditions of Contract for the due performance of the Contract.
8. We understand that you are not bound to accept the lowest or any bid you may receive.
9. We do hereby declare that the Bid is made without any collusion, comparison of figures or arrangement with any other person or persons making a bid for the Works.

Dated this ____ day of _____, 2025.

Signature: _____

-

in the capacity of duly authorized to sign bid for and on behalf of: -

(Name of Bidder in Block Capitals)

(Seal)

Address: - _____

Witness: - _____

Name: - _____ Signature: - _____

Address: - _____

SCHEME No.02					
QUANTITY OF BILL					
Name of Work		Construction & Repair of Surface Drains Type- A & B at Various Streets Of Ward No 2 Town Committee Jhol Taluka Sinjhor District Sanghar.			
Name of Agency					
S.No	Qty	Items	Rate	Unit	Amount
1	813.00	Excavation in foundation of building bridges and other sturture I/c degtelling gretting refilling around structure with excavated earth watering and remming lead upto 5' feet ordinary soil (GS.I.No. 18 (b) P-3)	11.88	P.Cft	9658
2	203.00	Cement Concrete palin including placing compacting finishing and curring complete including screending and washing of stone aggregate without shuttering ratio 1:3:6 (GS.I.No 5-h-P.No 11) .	388.67	P.Cft	78900
3	1106.00	Pacca Brick work in foundation to plinth cement sand ratio (1:6) (GS.I.No 4 (e) P.15)	359.20	P.cft	397275
4	4260.00	Cement Plaster 3/4" thick upto 20' height ratio 1:4 (GS.I.No: 11 (C) P.No38)	53.82	PSft	229273
5		Construction of Standard Open Drain Cunettle Block of Cement concrete (1:2:4) in situ to the design profile i/c cost of mould as per drawing i/c applying floating cost of cement 1/32" thick to the exposed face finished smooth curing etc complete (S.I.No. 5-D-P.No 58) (A & B Type Drain) (PHE)			
i	212.00	Type A Drain	585.60	P.Rft	124147
ii	100.00	Type B Drain	1014.00	P.Rft	101400
6	71.00	R.C.C work I/c all labour and material except the cost of steel reinforcement for c.c and its labour for bending and binding which will be paid sepretely (a)RC work in roof slabs beams coloumns rafts, and lintles and other structural members laid in situe or pre cost laid in position making joints and fastening (1:2:4) ratio (GS.I.No 6 a P.No 11)	717.59	P.Cft	50949
7	3.17	Febrication of mild steel reinfored for cc i/c cutting bending and lying in position making joints and fasting includes all cost of removal of rust from bars. (S.I.No. 7 P-20)	17936.09	P.cwt	56857
			TOTAL		1048460

Total Amount of Composite Schedule items	Rs.1048460/-
_____ % Above / Below on the rate of CSR amount to add/deduct on the basis of premium	Rs.
Amount of Non-Schedule items	Rs.
Total Amount	Rs.
Add Amount of 5.00% S.R.B	Rs.
Total Amount of Bid Cost	Rs.
In Words:	

CONDITIONS: -

- Any error omission description items of Qty & unit governed by relevant schedule of rates & relevant rate analyses.
- The decision of the Engineer will be final and binding on all the parties in any dispute.
- The rates should be inclusive of all the Taxes.
- No premium will be allowed on Non-Schedule items.
- No separate carriage will be allowed to the contractor.


DISTRICT ENGINEER
DISTRICT COUNCIL SANGHAR

Contractor