OFFICE OF EXECUTIVE ENGINEER (M&E)
TMC GULSHAN-E-IQBAL DISTRICT EAST.

Main Building Of TMC Gulshan District East Near KDA Police Station Block 14 Near Civic Centre Building, Gulshan-e-Iqbal Karachi.
Phone No: 99231363 fax No: 99231363

No.EE/TMC/M&E/G/ 002 /2026 **Dated: Friday, 20 November 2026**

NOTICE INVITING TENDERS
(SINGLE STAGE ONE ENVELOPE SYSTEM OF SPPRA)

According to SPPRA Rule (Amended 2019) the tenders in Sealed Covers (Single Stage) are invited through NewsPaper / SPPRA (PPMS)/ Epads for the following work, are invited from eligible interested contractors /firm/Parties etc.

Sr. No:	Name of Scheme	Esitmated cost in Million	Bid Money	Tender Fee	Time
1	Providing and Fixing of Required Electrical Accessories for Improvement, Maintenance and Upgradation of Street Lighting System in UC-03 and UC-04, TMC Gulshan-e-Iqbal, District East, Karachi.	4.999	5% of Bid Amount	PKR 3000/-	06 Months

TERMS AND CONDITIONS OF THE TENDERS

1- Tender schedule shall be as follow.

SCHEDULE	DATE & TIME	VENUE
1. Receiving of Application & Issuance of Tender	**From** Friday, 20 November 2026 to Monday, 7 December 2026 During Officer Hours	**OFFICE OF EXECUTIVE ENGINEER (M&E)** ROOM NO F-21 IST FLOOR MAIN BUILDING OF TMC GULSHAN-E-IQBAL NEAR KDA POLICE STATION BLOCK 14 NEAR CIVIC CENTRE GULSHAN-E-IQBAL.
2. Drop of Tender.	Friday, 4 December 2026 At 09:00 AM	**OFFICE OF EXECUTIVE ENGINEER (M&E)** ROOM NO F-21 IST FLOOR MAIN BUILDING OF TMC GULSHAN-E-IQBAL NEAR KDA POLICE STATION BLOCK 14 NEAR CIVIC CENTRE GULSHAN-E-IQBAL.
3. Opening of Tender.	Friday, 4 December 2026 At 09:30 AM	**OFFICE OF EXECUTIVE ENGINEER (M&E)** ROOM NO F-21 IST FLOOR MAIN BUILDING OF TMC GULSHAN-E-IQBAL NEAR KDA POLICE STATION BLOCK 14 NEAR CIVIC CENTRE GULSHAN-E-IQBAL.

2- In case of any reasons, if the tenders are not responded on the above date, the next date of submission and opening of bids will be **Friday, 18 December 2026** and the tender documents will also be available up to **Saturday, 19 December 2026**

3- The biding documents will be issued to interested firm/contractors on submission of written request on original letter head of the authorized representative having valid special power of attorney on the stamp paper duly attested by Oath Commissioner & on payment of non-refundable cost of tender price mentioned against each work, through call deposit/pay order on any scheduled bank in favor of **TOWN MUNICIPAL CORPORATION GULSHAN DISTRICT EAST** and biding document can also be downloaded from the SPPRA website (https://portalsindh.eprocure.gov.pk/#/) with tender fee mentioned as above by hand/postal tender will also be considered.

4- The bid security equal 5 Percent of Bid Amount in shape of pay order from any scheduled bank in favor of **TOWN MUNICIPAL CORPORATION GULSHAN DISTRICT EAST** must been closed with tender documents otherwise tender will be rejected.

5- The contractors must mention their complete and correct present/postal address in tender documents and quoted the rates both in words and in figures in complete /conditional tenders will be not accepted.

6- If any fake documents are found then the tender is liable to be rejected / cancelled without any compensation with penalty as per rules. Canvassing in connection of tenders in strictly prohibited and tenders submitted by the contractors who are reported to be involved in canvassing will be liable for rejection.

7- All the tenders are schedule up to 09:00 am in the office of the undersigned at 09:30 am in presence of such contractors / parties / firms/bidders who wish to participent

8- In case, the date of opening declared as a public holiday by the Government, or non-working day due to any reason the next official working day shall be deemed to be the date for submission and opening of tenders at the same time.

9- The procuring agency may reject all or any bids/tenders at any time prior to the acceptance of a bid or proposal subject to the relevant provision of SPPRA Rules2010 (amended Up to date).

10- Tenders will not be received after the schedule time.

11- Eligibility Criteria:-

a. NTN Certificate
b. SRB Registration Certificate.
c. Average Annual Financial Turnover not less than equivalent cost of the scheme/project during last five years.
d. At least one similar nature of work having minimum cost 80% of the estimated cost of the work; or at least two similar nature works each having minimum cost 50% of the estimated cost.
e. Financial Statement (summary) and income tax return for the last 05 years.
f. Valid PEC2024 and Category relevant field of specialization codes (where applicable).
g. Valid Electrical Licence

h. Affidavit/Undertaking regarding Firm never been blacklisted or not involved in any Court Case/Litigation with any Government/Semi Government Department.
i. Copy of CNIC
j. All original documents must be shown at the request of the procurement committee for verification.

Executive Engineer (M&E)
TMC Gulshan-e-Iqbal District East

Published through:
SPPRA ,Go through their web page i.e. https://portalsindh.eprocure.gov.pk/#/

Copy to:-

1 The Chairman TMC Gulshan-e-Iqbal District East Karachi
2 The Municipal Commissioner, TMC Gulshan-e-Iqbal District East Karachi.

Executive Engineer (M&E)
TMC Gulshan-e-Iqbal District East

OFFICE OF EXECUTIVE ENGINEER (M&E)
TMC GULSHAN-E-IQBAL DISTRICT EAST.

Main Building Of TMC Gulshan District East Near KDA Police Station Block 14 Near Civic Centre Building, Gulshan-
Phone No: 99231363 fax No: 99231363

VOLUME-II BILL OF QUANTITIES
(SINGLE STAGE ONE ENVELOPE METHOD)

Subject: **Providing and Fixing of Required Electrical Accessories for Improvement, Maintenance and Upgradation of Street Lighting System in UC-03 and UC-04, TMC Gulshan-e-Iqbal, District East, Karachi.**

P.C. Cost: RS: 4,999,823 /-

Bid Security Rs: 5% (Security Deposit)

Tender Cost Rs: 3000/-

NOTE:

1- This Document contains ___ pages excluding this page.
2- The Standard Terms & Conditions of Bidding Documents (Volume-I) are available in the Office & Websidte of SPPRA- Karachi.

Executive Engineer (M&E)
TMC Gulshan-e-Iqbal District East

Issue to M/s._____

P.Order No._____ Rs:_____ Dated:_____

Signature and Stamp of Issuing Authority.

BIDDING DATA

(This section should be filled in by the Engineer/Procuring Agency before issuance of bidding documents. The following specific data for the work to be Tendered shall be complement, amend, or supplement the provision in the instruction to bidders. Wherever there is a conflict the provision herein shall prevail over those in the instructions to bidder.).

Instructions to Bidders

Clause Reference

1.1 **TOWN MUNICIPAL CORPORATION GULSHAN DISTRICT EAST**

Brief Description of Work:-

Providing and Fixing of Required Electrical Accessories for Improvement, Maintenance and Upgradation of Street Lighting System in UC-03 and UC-04, TMC Gulshan-e-Iqbal, District East, Karachi.

1 **(a) Procuring Agency's address:**

Main Building Of TMC Gulshan District East Near KDA Police Station Block 14 Near Civic Centre Building, Gulshan-e-Iqbal Karachi.

(b) Executive Engineer address:

Main Building Of TMC Gulshan District East Near KDA Police Station Block 14 Near Civic Centre Building, Gulshan-e-Iqbal Karachi.

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

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

(i) Financial capacity:(must have turnover of Rs 08.00 Million).

(ii) Technical capacity:(mention the appropriate category or registration with PEC (where applicable) and qualification and experience of the staff)

(iii) Construction Capacity:(mention the names and number of equipments required for the work. (As per minimum Qualification Criteria and Eligibility Criteria mentioned in Bidding Documents.

12.1 (a) A detailed description of the Works, essential technical and performance characteristics.

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

13.1 **Amount of Bid Security**

Rs 5% Quoted Amount

14.1 **Period of Bid Validity**

90 Days

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

One original plus _____ copies.

14.6 (a) **Procuring Agency's Address for the Purpose of Bid Submission**
Main Building Of TMC Gulshan District East Near KDA Police Station Block 14 Near Civic Centre Building, Gulshan-e-Iqbal Karachi.

15.1 **Deadline for Submission of Bids**
Friday, 4 December 2026 At 09:00 AM

16.1 **Venue, Time, and Date of Bid Opening**
Main Building Of TMC Gulshan District East Near KDA Police Station Block 14 Near Civic Centre Building, Gulshan-e-Iqbal Karachi.
Friday, 4 December 2026 At 09:30 AM

16.4 **Responsiveness of Bids**

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

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

(a) **Fixed Price contract:** In these contracts no escalation will be provided during currency of the the contract and normally period of completion of the this work is upto **06 Months**

(b) **Price adjustment contract:** In this contract escalation will be paid only on those Items Items and in the manner as notified by Finance Department, Government of Sindh, after bid opening during currency of the Contract.

Executive Engineer (M&E)
TMC Gulshan-e-Iqbal District East

OFFICE OF EXECUTIVE ENGINEER (M&E)

TMC GULSHAN-E-IQBAL DISTRICT EAST.

BILL OF QUANTITIES

Estimated Cost RS: 4,999,823 **Earnest Money Rs: 05% of Quoted Amount.**

Validity Period : 180 days. **Penalty per Day: Rs:2,000/-**

Validity Period : 180 days. **Tender Cost: Rs:3,000/-**

Name of Work : Providing and Fixing of Required Electrical Accessories for Improvement, Maintenance and Upgradation of Street Lighting System in UC-03 and UC-04, TMC Gulshan-e-Iqbal, District East, Karachi.

Sr. No:	DESCRIPTION	QTY	RATE	UNIT	AMOUNT
1	**PART-A (SCHEDULE ITEMS)** Providing and Fixing 250 Watt (SON-T) Lampe @ the Hieght with the help of Hydrolic Crane as per site requirement and Instruction of EI. **(Ref No:150 Page No: 242)**	50 Nos.	6611.55	Each	**330,578**
2	Providing and Fixing 250 Watt (SON-T) Chowk @ the Hieght with the help of Hydrolic Crane as per site requirement and Instruction of EI. **(Ref No:151 Page No: 242)**	25 Nos.	5900.9	Each	**147,523**
3	Providing and Fixing 10 AMP Photo cell national japan after removing of Existing but/demaged/old photocell after disconnection of mai power supply and reconnection the same after fixing of photcell as required as per instruction of EI.. **(Ref No:242 Page No: 248)**	170 Nos.	2991.4	Each	**508,538**
4	Providing Fixing 250 watt SON Ignator in all respect at the hieght of 240ft the hydrolic crane and manual labour as per site requirement and instruction of EI **(Ref NO: 153 Page No: 242)**	40 Nos.	2628.7	Each	**105,148**
5	Providing and Laying Main or Sub Main PVC Installed Kit with Size 2-3/0.29 Copper Cunductor 3/4" Dia Conduit in Surface **(Ref No: 01 Page NO: 228)**	1200 Rft	288.68	Each	**346,416**
6	Providing and Laying Main or Sub Main PVC Installed Kit with Size 2-7/0.29 Copper Cunductor 3/4" Dia Conduit in Surface **(Ref No: 03 Page NO: 228)**	600 Rft	404.64	Each	**242,784**
9	**PART-B (Open Rate Items)** Providing Fixing of LED Light 200 watt (Osaka/Sogo) or equvilant with Driver best qualtity as per instruction of EI.	35 Nos.		Each	
10	Providing Fixing of LED Light 150 watt (Osaka/Sogo) or equvilant with Driver best qualtity as per instruction of EI.	20 Nos.		Each	
11	Providing Fixing of LED Light 100 watt (Osaka/Sogo) or equvilant with Driver best qualtity as per instruction of EI.	125 Nos.		Each	
12	Providing & Fixing of G,I Bracket 1 ½ " dia with Nipple 2" dia Length Best Quality as per instruction of E-I	70 Nos.		Each	
13	Providing & Fixing Complete Moon Light with Fixture Bulb 51 Watt & Moon Light Fixture Best Quality as Required.	50 Nos.		Each	
15	Providing & Laying of Wire 10mm Silver Double Core Best Quality as per instruction of E-I	2000 Mtr		P/Mtr	
16	Providing & Fixing of IPC Connector best quality as required, as per approval of E-I.	80 Nos.		Each	
17	Providing PVC Tape (OSAKA) best Quality as required, as per approval of E-I.	85 Nos.		Each	
18	M/F Installation the Distrubution Board Along with locking arrangments made from MS Sheet 16SWG. The size of the box should be as per insalled accessories. The boad should be water proof and dust proof with ICI Permire coat after fixing the following electric controll system inside the box, the box should be insalled at the given place with clamp nut bolt following accessories will be installed. 1. 100 Circut Breaker.(Terasaki/ LG/Mullar) 2. Magnetic Contractor FC50 (Green Power / LG /Mullar) 3. 10 AMP Photocell (National / Japan)	3 Nos.		Each	
19	Providing & Fixing of Main Switch 20 Amp (China) Best Quality as per instruction of E-I	70 Nos.		Each	

Total Quoted Amount on Schedule Rate	Rs.
Total Quoted Amount on Open Rate	Rs.

Add 5 % Srb	Rs._____

I / we hereby the quoted Rate Rs: _____ (Rupees _____

_____ only) Open Rate

the schedule of approved market rate against the items. I do bound myself with comply the rules and regulation of TMC Gulshan-e-Iqbal District East

_____

Signature of Contrator

Address: _____

Sub-Engineer (M&E)
TMC Gulshan-e-Iqbal District East

Asstt-Executive Engineer (M&E)
TMC Gulshan-e-Iqbal District East

Executive Engineer (M&E)
TMC Gulshan-e-Iqbal District East

SPPRA BIDDING DOCUMENT

STANDARD FORM OF BIDDING DOCUMENT

FOR

PROCUREMENT OF WORKS

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

INSTRUCTIONS TO PROCURING AGENCIES

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

A. Basis of Documents

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

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

B. Contents ofDocuments

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

1. Instructions to Bidders & BiddingData
2. Form of Bid & Schedules toBid
3. Conditions of Contract & ContractData
4. StandardForms
5. Specifications
6. Drawings, ifany

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

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

(i) Invitation forBids

(ii) BiddingData
(iii) Schedules to Bid(Samples)
(iv) Schedule of Prices(Format)
(v) ContractData
(vi) Specifications
(vii) Drawings, ifany

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

C. Notice Inviting Tender/ Invitation for Bids/ Request for Expression ofInterest

The –Notice Inviting Tenderlis meant for publication of tendersfor calling bids in the newspapers and SPPRAWebsite.

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

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

1. The eligible bidders are defined in IB.2; the text can be amended by the Procuring Agency as deemedappropriate.

2. The non-refundable fee for the sale of Bidding Documents should be nominal so as to cover printing/reproduction and mailing costs and to ensure that only bona-fide bidders shall apply (SPP Rule20).

3. The amount of Bid Security should be a lump sum figure or a percentage, but not less than 1% and more than 5% of bid price and should be in accordance with IB.13.1 (SPP Rule 37).

4. If the venue of receipt of bids and the opening of bids is the same, the time**s** forreceipt and opening of bids are to be entered in last Para of the Notice Inviting Tender, otherwise indicate the name, address and exact location for the opening of bids. However the date for the receipt and the opening of bids shall be same (SPP Rule41).

D. Instructions toBidders

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

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

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

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

E. Bidding Data

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

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

F. Schedules toBid

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

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

G. Conditions of Contract

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

H. ContractData

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

1. Referring to Sub-Clause 1.1.1 of Conditions of Contract, the Engineer/Procuring Agency may add, in order of priority, such other documents as to form part of the Contract, in Sub-Clause 1.3 of the ContractData.

2. The Procuring Agency‘s Representative, if any, shall exercise powers of the Procuring Agency under and in connection with Sub-Clauses 1.3, 2.3, 4.2, 4.3, 5.1, 7.3, 8.2, 9.1, 9.2, 10.1, 10.2. 10.5, 11.1, 11.5, 12.1, 13.2 and 14.1 of the Conditions of Contract. In case an Engineer has been appointed by the Procuring Agency, the aforesaid clauses may be modified accordingly by the ProcuringAgency.

3. The sum insured for different insurances including minimum amount of third party insurance should be assessed by the Engineer/Procuring Agency and entered in Contract Data. Such insurance cover shall be carried out with Insurance Company having at least AA rating from PACRA / JCR in the favour of the procuringagency.

4. The time for completion of the whole of the works should be assessed by the Engineer/Procuring Agency and entered in the ContractData.

5. The Conditions of Contract contain no overall limit on the Contractor's liability. The amount of **liquidated damages** per day of delay shall be entered by the Engineer/Procuring Agency in Contract Data. Usually the liquidated damages are set between **0.05 percent and 0.10 percent per day and the maximum limit as 10 percent of contract price stated in the Letter ofAcceptance.**

6. Any amendment and/or additions to the Conditions of the Contract that are specific to a given Bid/Contract should be included by the Procuring agency. This may include but not be limited to the provisions regarding thefollowing:

a) Terms of Payment should be prepared and incorporated in Contract Data by the Engineer/ProcuringAgency.

b) The Engineer/Procuring Agency to make sure that all taxes and duties are included by the Bidders/Contractors in theirprices.

I. Specifications

To be prepared and incorporated by the Engineer/Procuring Agency

J. Drawings

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

SUMMARY OF CONTENTS

	Subject	PageNo
(I)	INVITATIONFOR BIDS	02
(II)	INSTRUCTIONS TO BIDDERS & BIDDINGDATA	04
(III)	FORM OF BID & SCHEDULESTO BID	19
(IV)	CONDITIONS OF CONTRACT &CONTRACTDATA	33
(V)	STANDARDFORMS	54
(VI)	SPECIFICATIONS	67
(VII)	DRAWINGS	68

INVITATION FOR BIDS

INVITATION FOR BIDS

Date:_____
Bid ReferenceNo.:_____

1. TheProcuringAgency,_____[*enter name of the procuring agency*], invites sealed bids from interested firms or persons licensed by the Pakistan Engineering Council in the *appropriate* category(*not required for works costing Rs 2.5 million or less) and/or duly* pre-qualified(*if pre-qualification is done for specific scheme/project)* with the Procuring Agency fortheWorks**,**_____[*enter title, type and financial volume of work*], which will becompletedin_____[*enter appropriate time period*] days.

2. A complete set of Bidding Documents may be purchased by an interested eligible bidder on submission of a written application to the office given below and upon payment of a non-refundable fee of Rupees_____(*Insert Amount).* Bidders may acquire the Bidding Documents from the Office of the Procuring Agency, at (MailingAddress).

3. All bids must be accompanied by a Bid Security in the amount ofRs. _____ (Rupees_____)or_____percentage of bid price in the form of (*pay order / demand draft / bank guarantee*) and must be delivered to _____(*Indicate Address and Exact Location*) atorbefore_____ hours,on_____(Date). Bids will beopenedat_____hours on the same day in the presence of bidders' representatives who choose to attend, at the same address [*indicate the address if itdiffers*].

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

INSTRUCTIONS
TO BIDDERS
&
BIDDING DATA

Notes on the Instructions to Bidders

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

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

TABLE OF CONTENTS

INSTRUCTIONS TO BIDDERS

ClauseNo.	*Description*	*PageNo.*
	A. GENERAL	
IB.1	Scope of Bid & Sourceof Funds	6
IB.2	EligibleBidders	6
IB.3	Costof Bidding	7
	B. BIDDINGDOCUMENTS	
IB.4	Contents ofBiddingDocuments	7
IB.5	Clarification ofBiddingDocuments	7
IB.6	Amendment ofBiddingDocuments	8
	C- PREPARATION OF BID	
IB.7	LanguageofBid	8
IB.8	Documents Comprisingthe Bid	8
IB.9	Sufficiencyof Bid	8
IB.10	Bid Prices, Currency of Bid&Payment	9
IB.11	Documents Establishing Bidder‘s EligibilityandQualifications	9
IB.12	Documents Establishing Works Conformityto BiddingDocuments	9
IB.13	BiddingSecurity	10
IB.14	Validity of Bids, Format, Signing and SubmissionofBid	10
	D-SUBMISSION OF BID	
IB.15	Deadline for Submission, Modification & WithdrawalofBids	11
	E. BID OPENING AND EVALUATION	
IB.16	Bid Opening, ClarificationandEvaluation	12
IB.17	Process tobeConfidential	13
	F. AWARD OF CONTRACT	
IB.18	Qualification	13
IB.19	Award Criteria & ProcuringAgency‘s Right	14
IB.20	Notification of Award & Signing ofContract Agreement	14
IB.21	PerformanceSecurity	14
IB.22	IntegrityPact	15

INSTRUCTIONS TO BIDDERS

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

A. GENERAL

IB.1 Scope of Bid & Source ofFunds

1.1 Scope of Bid

TheProcuringAgencyasdefinedintheBiddingData(hereinaftercalled–theProcuring Agency‖) wishes to receive Bids for the Works summarized in the Bidding Data (hereinafterreferred to as –the Works‖).

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

1.2 Source ofFunds

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 followingrequirements:

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

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. (*Whererequired*).

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 askinformation and documents not limited tofollowing:-
   (i) companyprofile;
   (ii) works of similar nature and size for each performed in last *3/5*years;
   (iii) constructionequipments;
   (iv) qualification and experience of technical personnel and keysite management;

(v) financial statement of last 3years;
(vi) information regarding litigations and abandoned works ifany.

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 BiddingDocuments

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 & BiddingData
2. Form of Bid, Qualification Information & Schedules toBid
   Schedules to Bid comprise thefollowing:
   (i) Schedule A: Schedule of Prices/ Bill of Quantities(BoQ).
   (ii) Schedule B: Specific WorksData
   (iii) Schedule C: Works to be Performed bySubcontractors
   (iv) Schedule D: Proposed Programme ofWorks
   (v) Schedule E: Method of PerformingWorks
   (vi) Schedule F: Integrity Pact (works costing Rs 10 million andabove)
3. Conditions of Contract & ContractData
4. StandardForms:
   (i) Form of BidSecurity,
   (ii) Form of Performance Security;
   (iii)Form of ContractAgreement;
   (iv) Form of Bank Guarantee for Advance Payment.
5. Specifications
6. Drawings, ifany

IB.5 Clarification of BiddingDocuments

5.1 A prospective bidder requiring any clarification(s) in respect of the Bidding Documentsmay notify the Engineer/Procuring Agency at the Engineer‘s/ Procuring Agency‘s address indicated in the BiddingData.

5.2 Aninterestedbidder,whohasobtainedbiddingdocuments,mayrequestforclarification

of contents of bidding documents in writing and procuring agency shall respond to such quarries 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 issuingaddendum.

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 ProcuringAgency.

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 deadlinefor submission ofBids.

C. PREPARATION OFBIDS

IB.7 Language ofBid

7.1 All documents relating to the Bid shall be in the language specified in the ContractData.

IB.8 Documents Comprising the Bid

8.1 The Bid submitted by the bidder shall comprise thefollowing:

(a) Offer /CoveringLetter
(b) Form of Bid duly filled, signed and sealed, in accordance withIB.14.3.
(c) Schedules (A to F) to Bid duly filled and initialed, in accordance with the instructions contained therein & in accordance withIB.14.3.
(d) Bid Security furnished in accordance withIB.13.
(e) Power of Attorney in accordance with IB14.5.
(f) Documentary evidence in accordance with IB.2(c) &IB.11
(g) Documentary evidence in accordance withIB.12.

IB.9 Sufficiency ofBid

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 theworks.

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 theWorks.

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 ofPrices.

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 anyaccount.

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 stipulatedin BiddingData.

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 ofQuantities.

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, documentsestablishing 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 BiddingData.

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 notrestrictive.

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 favour of the Procuring Agency valid for a period up to twenty eight (28) days beyond the bid validity date (*Bid security should not be below 1%.and not exceeding 5% of bid price/estimated cost SPP Rule37*).

13.2 Any bid not accompanied by an acceptable Bid Security shall be rejected bythe Procuring Agency asnon-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 isearlier.

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 Rule37).

13.5 The Bid Security may beforfeited:

(a) if a bidder withdraws his bid during the period of bid validity;or
(b) ifabidderdoesnotacceptthecorrectionofhisBidPrice,pursuanttoSub-Clause 16.4 (b) hereof; or
(c) in the case of a successful bidder, if he fails within the specified time limitto:

(i) furnish the required Performance Securityor
(ii) sign the ContractAgreement.

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

14.1 Bids shall remain valid for the period stipulated in the Bidding Data after the date of bid opening.

14.2 In exceptional circumstances, Procuring Agency may request the bidders to extend the period of validity for a additional period but not exceeding 1/3 of the original period.The request and the bidders' responses shall be made in writing or by cable. A Bidder may refuse the request without forfeiting the Bid Security. A Bidder agreeing to the request will not be required or permitted to otherwise modify the Bid, but will be required to extend the validity of Bid Security for the period of the extension, and in compliance with IB.13 in all respects (SPP Rule38).

14.3 All Schedules to Bid are to be properly completed andsigned.

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 berejected.

14.5 Each bidder shall prepare Original and number of copies specified in the Bidding Data of thedocumentscomprisingthebidasdescribedinIB.8andclearlymarkthem –ORIGINAL‖ and –COPY‖ as appropriate. In the event of discrepancy between them, the original shall prevail.

14.6 The original and all copies of the bid shall be typed or written in indelible ink and shallbe signed by a person or persons duly authorized to sign (in the case of copies, Photostatsare also acceptable). This shall be indicated by submitting a written Power of Attorney authorising the signatory of the bidder to act for and on behalf of the bidder. All pages of the bid shall be initialed and official seal be affixed by the person or persons signing the bid.

14.7 The Bid shall be delivered in person or sent by registered mail at the address to Procuring Agency as given in BiddingData.

D. SUBMISSION OFBID

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

15.1 Bids must be received by the Procuring Agencyat the address/provided in Bidding Data not later than the time and date stipulatedtherein.

15.2 The inner and outer envelopesshall

(a) be addressed to the Procuring Agency at the address provided in the BiddingData;
(b) bear the name and identification number of the Contract as defined in theBidding and Contract Data;and
(c) provide a warning not to open before the specified time and date for Bidopening as defined in the BiddingData.
(d) in addition to the identification required in 15.2, the inner envelopes shallindicate the name and address of the Bidder to enable the Bid to be returned unopened in case it is declaredlate.
(e) If the outer envelope is not sealed and marked as above, the Procuring Agencywill assume no responsibility for the misplacement or premature opening of theBid.

15.3 Bids submitted through telegraph, telex, fax or e-mail shall not beconsidered.

15.4 Any bid received by the Procuring Agency after the deadline for submission prescribed in Bidding Data will be returned unopened to suchbidder.

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 ofbids.

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 bidders‘ representatives who choose to attend, at the time, date and in the place specified in the BiddingData.

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 attendancesheet.

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 Rule43).

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 BiddingData.

(b) Arithmetical errors will be rectified on the followingbasis:

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 Agencyin accordance with the Corrected Schedule ofPrices.

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 thenon-conformity.

16.6 Any minor informality or non-conformity or irregularity in a Bid which does not constituteamaterialdeviation**(majordeviation)**maybewaivedbyProcuringAgency,

provided such waiver does not prejudice or affect the relative ranking of any other bidders.

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

(i) has been not properlysigned;
(ii) is not accompanied by the bid security of required amount andmanner;
(iii) stipulating price adjustment when fixed price bids were calledfor;
(iv) failing to respond tospecifications;
(v) failing to comply with Mile-stones/Critical dates provided in BiddingDocuments;
(vi) sub-contracting contrary to the Conditions of Contract specified inBidding Documents;
(vii) refusing to bear important responsibilities and liabilities allocated in theBidding Documents, such as performance guarantees and insurancecoverage;
(viii) taking exception to critical provisions such as applicable law, taxes and dutiesand dispute resolutionprocedures;
(ix) a material deviation or reservation is one:
  (a) which affect in any substantial waythe scope, quality or performance of the works;
  (b) adoption/rectification whereof would affect unfairly the competitiveposition of other bidders presenting substantially responsivebids.

(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 hereinbelow.

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 BidPrice

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.16.4hereof.

(ii) discount, if any, offered by the bidders as also read out and recorded at the time of bidopening.

(iii) excluding **provisional sums** and the provisions for **contingencies** in the Billof Quantities **if any**, but including **Day work,** where pricedcompetitively.

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 procurementprocess.

17.3 Bidders may be excluded if involved in **"Corrupt and Fraudulent Practices"** means either one or any combination of the practices given below SPPRule2(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 anotherparty;

(ii) **–CollusivePractice**means any arrangement between two or more partiesto the procurement process or contract execution, designed to achieve with or without the knowledge of theprocuringagencytoestablishpricesatartificial,noncompetitivelevelsforanywrongfulgain;

(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 wrongfulgain;

(iv) **–FraudulentPractice"** meansany 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 anobligation;

(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 concealingof 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 OFCONTRACT

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 ornot:

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

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

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 beendetermined to be qualified to satisfactory perform the Contract in accordance with the provisions of theIB.18.

19.2 Not withstanding 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 Rule25).

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 Rule49).

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 theparties.

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 ProcuringAgency.

IB.21 Performance Security

21.1 The successful bidder shall furnish to the Procuring Agency a Performance Securityin the formandtheamountstipulatedintheConditionsofContractwithinaperiodoffourteen (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 BidSecurity.

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 followinginformation:

(1) Evaluation Report;

(2) Form of Contract and letter ofAward;

(3) Bill of Quantities or Schedule of Requirements. (SPP Rule50)

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

BIDDING DATA

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

Instructions to Bidders
Clause Reference

1.1 **Name of ProcuringAgency**
TOWN MUNICIPAL CORPORATION GULSHAN DISTRIC EAST.

Brief Description of Works
Main Building Of TMC Gulshan District East Near KDA Police Station Block 14 Near Civic Centre Building, Gulshan-e-Iqbal Karachi..Phone No: 021-36411444

5.1 (a) Procuring Agency address:
Main Building Of TMC Gulshan District East Near KDA Police Station Block 14 Near Civic Centre Building, Gulshan-e-Iqbal Karachi.

(b) Engineer address:
Main Building Of TMC Gulshan District East Near KDA Police Station Block 14 Near Civic Centre Building, Gulshan-e-Iqbal Karachi.

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

11.2 The bidder has the financial, technical and constructional capability necessary toper form the Contract as follows: *(Insert required capabilities and documents)*
i. Financial capacity: (*must have turn over of Rs --- Million);*
ii. Technical capacity*:(mention the appropriate category of registration with PEC and qualification and experience of the staff);*
iii. Construction Capacity: (*mention the names and number of equipments required for the work).*

12.1 (a) A detailed description of the Works, essential technical and performance characteristics.

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

13.1 **Amount of Bid Security**

5% Of Quoted Amount

14.1 **Period of BidValidity**

90 Days

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

Oneoriginalplus1 copies.

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

Office of the Executive Engineer,TMC Gulsahn.021-99231363

15.1 **Deadline for Submission ofBids**

Time:11:00 AM/PM on04\01/2024 .

16.1 **Venue, Time, and Date of BidOpening**

Venue:Office of the Executive Engineer,TMC Gulsahn.021-99231363.
Time: Date:

16.4 **Responsiveness of Bids**

(i) Bid is valid till requiredperiod,

*(ii) Bid prices are firm during currency of contract/Priceadjustment;

(iii) Completion period offered is within specifiedlimits,

(iv) Bidder is eligible to Bid and possesses the requisite experience, capability and qualification.

(v) Bid does not deviate from basic technical requirementsand

(vi) Bids are generally in order,etc.

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

(a) **Fixed Price contract:** In these contracts no escalation will be provided during currency of the contract and normally period of completion of these works is upto 12 months.

(b) **Price adjustment contract:** In these contracts escalation will be paid only on those items and in the manner as notified by Finance Department, Government of Sindh, after bid opening during currency of thecontract.

FORM OF BID AND SCHEDULES TO BID

FORM OF BID
(LETTER OF OFFER)

Bid ReferenceNo. _____

_____

_____
(Name of Works)

To:

_____

_____

_____

Gentlemen,

1. Having examined the Bidding Documents including Instructions to Bidders, Bidding Data, Conditions of Contract, Contract Data, Specifications, Drawings, if any, Schedule of Prices and AddendaNos. _____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 saidDocuments.

2. We understand that all the Schedules attached hereto form part of thisBid.

3. As security for due performance of the undertakings and obligations of this Bid, we submit herewith a Bid Security in the amountof _____ _____drawn in your favour or made payable to you and valid for a period of twenty eight (28) days beyond the period of validity ofBid.

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 ContractData.

5. We agree to abide by this Bid for the periodof_____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 thatperiod.

6. Unless and until a formal Agreement is prepared and executed, this Bid, together with your written acceptance thereof, shall constitute a binding contract betweenus.

7. Weundertake,ifourBidisaccepted,toexecutethePerformanceSecurity

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.

Datedthis_____dayof_____, 20

Signature_____

in thecapacityof_____duly authorized to sign bid for and on behalfof

_____
(Name of Bidder in Block Capitals)

(Seal)

Address

_____

_____

_____

Witness:

(Signature)_____

Name:_____
Address: _____

_____

[SCHEDULES TO BID INCLUDE THE FOLLOWING:

- Schedule A to Bid: Schedule ofPrices
- Schedule B to Bid: Specific WorksData
- Schedule C to Bid: Works to be Performed bySubcontractors
- Schedule D to Bid: Proposed Program ofWorks
- Schedule E to Bid: Method of PerformingWorks
- Schedule F to Bid: IntegrityPact]

SCHEDULE – A TO BID

SCHEDULE OF PRICES

Sr.No.		PageNo.
1.	Preamble to ScheduleofPrices	24
2.	ScheduleofPrices	26
	*(a) Summary of Bid Prices	
	* (b) Detailed Schedule of Prices /Bill of Quantities(BOQ)	

* *[To be prepared by the Engineer/ProcuringAgency]*

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, ifany.

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 ofworks.

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 Systeme Internationale d' Unites (SIUnits).

_____

_____

(Note: The abbreviations to be used in the Schedule of Prices to be defined by the Procuring Agency).

4. Rates andPrices

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 theContract.

4.3 All duties, taxes and other levies payable by the Contractor shall be included in the rates andprices.

4.4 The whole cost of complying with the provisions of the Contract shall beincludedintheitemsprovidedintheScheduleofPrices,andwhere

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 thoseitems.

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 ContractPrice.

5. Bid Prices

5.1 Break-up of BidPrices

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 BidPrice

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

6. Provisional Sums and Daywork

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 suchsums.

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

SCHEDULE OF PRICES – SUMMARY OF BID PRICES (Sample)

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

SCHEDULE OF PRICES

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

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. *(attach evidence)*

Note:

* *The Procuring Agency should decide whether to allow subcontracting ornot.*

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 ProcuringAgency.

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 thebidder.

3. Statement of similar works shall include description, location & value of works, year completed and name & address of theclients.

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 theContract.

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 towork.
- A list of all major items of construction and plant erection, tools and vehicles proposed to be used in delivering/carrying out the works atsite.
- The procedure for installation of equipment and transportation of equipmentand materials to thesite.
- Organisation chart indicating head office & field office personnel involved in management, supervision and engineering of the Works to be done under the Contract.

SCHEDULE – F TO BID

(INTEGRITY PACT)

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

ContractNo._____Dated_____
ContractValue:_____
ContractTitle:_____

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

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

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

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

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

……
[ProcuringAgency] [Contractor]

CONDITIONS OF CONTRACT

TABLE OF CONTENTS

CONDITIONS OF CONTRACT

ClauseNo	*Description*	*PageNo*
1.	GeneralProvisions	35
2.	TheProcuringAgency	37
3.	Engineer‘s/ProcuringAgency‘sRepresentatives	37
4.	TheContractor	38
5.	DesignbyContractor	38
6.	ProcuringAgency‘s Risks	39
7.	TimeforCompletion	40
8.	TakingOver	41
9.	RemedyingDefects	41
10.	Variationsand Claims	41
11.	Contract PriceAnd Payment	43
12.	Default	44
13.	Risksand Responsibilities	46
14.	Insurance	46
15.	Resolutionof Disputes	47
16.	IntegrityPact	48

CONDITIONS OF CONTRACT

1. GENERALPROVISIONS

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|meanstheContractAgreementandtheotherdocumentslistedintheContractDa ta.

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

1.1.3 –Drawings|meanstheProcuringAgency‘sdrawingsoftheWorksaslistedinthe Contract Data, and any Variation to suchdrawings.

Persons

1.1.4 –ProcuringAgency|meansthepersonnamedintheContractDataandthelegal successors in title to this person, but not (except with the consent of the Contractor) anyassignee.

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 Procuring Agency) anyassignee.

1.1.6 –Party|means eitherthe ProcuringAgencyorthe Contractor.

Dates, Times and Periods

1.1.7 –Commencement Date|means the date fourteen (14) daysafter the date the Contract comes into effect or any other date named in the ContractData.

1.1.8 –Day|means a calendar day

1.1.9 –TimeforCompletion|meansthetimeforcompletingtheWorksasstatedinthe Contract Data (or as extended under Sub-Clause 7.3), calculated from the CommencementDate.

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 chargesbut

does not include any allowance for profit.

Other Definitions

1.1.11 "Contractor's Equipment" means all machinery, apparatus and other things required for the execution of the Works but does not include Materials or Plant intended to form part of the Works.

1.1.12 "Country" means the Islamic Republic of Pakistan.

1.1.13 "Procuring Agency's Risks" means those matters listed in Sub-Clause 6.1.

1.1.14 "Force Majeure" means an event or circumstance which makes performance of a Party's obligations illegal or impracticable and which is beyond that Party's reasonable control.

1.1.15 "Materials" means things of all kinds (other than Plant) to be supplied and incorporated in the Works by the Contractor.

1.1.16 "Plant" means the machinery and apparatus intended to form or forming part of the Works.

1.1.17 "Site" means the places provided by the Procuring Agency where the Works are to be executed, and any other places specified in the Contract as forming part of the Site.

1.1.18 "Variation" means a change which is instructed by the Engineer/Procuring Agency under Sub-Clause 10.1.

1.1.19 "Works" means any or all the works whether Supply, Installation, Construction etc. and design (if any) to be performed by the Contractor including temporary works and any variation thereof.

1.1.20 "Engineer" means the person notified by the Procuring Agency to act as Engineer for the purpose of the Contract and named as such in Contract Data.

1.2 Interpretation

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

1.3 Priority of Documents

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

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 StatutoryObligations

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 PROCURINGAGENCY

2.1 Provision of Site

The Procuring Agency shall provide the Site and right of access thereto at thetimes stated in the ContractData.
Site Investigation Reports are those that were included in the bidding documents and are factual and interpretative reports about the surface and subsurface conditions at the Site.

2.2 Permitsetc.

The Procuring Agency 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/Procuring Agency'sInstructions

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

2.4 Approvals

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

3. ENGINEER'S/PROCURING AGENCY'SREPRESENTATIVES

3.1 AuthorisedPerson

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

3.2 Engineer's/Procuring Agency'sRepresentative

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

4. THECONTRACTOR

4.1 GeneralObligations

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 berequired

4.2 Contractor'sRepresentative

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

4.3 Subcontracting

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

4.4 PerformanceSecurity

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

5. DESIGN BYCONTRACTOR

5.1 Contractor'sDesign

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

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

5.2 Responsibility forDesign

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 patentor copyright in respect of the same. The Engineer/Procuring Agency shall be responsible for the Specifications andDrawings.

6. PROCURING AGENCY'SRISKS

6.1 The Procuring Agency'sRisks

The Procuring Agency's Risks are:-

a) war, hostilities (whether war be declared or not), invasion, act of foreign enemies, within theCountry**;**

b) rebellion, terrorism, revolution, insurrection, military or usurped power, or civil war, within theCountry**;**

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 theWorks**;**

d) ionising radiations, or contamination by radio-activity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radio-active toxic explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component of such an assembly, except to the extent to which the Contractor/Sub-Contractors may be responsible for the use of any radio-activematerial**;**

e) Pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonicspeeds**;**

f) use or occupation by the Procuring Agency of any part of the Works, except as may be specified in theContract**;**

g) late handing over of sites, anomalies in drawings, late delivery of designs and drawings of any part of the Works by the Procuring Agency's personnel or by others for whom the Procuring Agency isresponsible;

h) a suspension under Sub-Clause 2.3 unless it is attributable to the Contractor's failure;and

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

7. TIME FORCOMPLETION

7.1 Execution of theWorks

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

7.2 Programme

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

7.3 Extension ofTime

The Contractor shall, within such time as may be reasonable under the circumstances, notify the Procuring Agency/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 Procuring Agency/Engineer for a reasonable extension in the time for the completion of works. Subject to the aforesaid, the Procuring Agency/Engineer shall determine such reasonable extension in the time for the completion of works as may be justified in the light of the details/particulars supplied by the Contractor in connection with the such determination by the Procuring Agency/Engineer within such period as may be prescribed by the Procuring Agency/Engineer forthe same; and the Procuring Agency may extend the time for completion as determined.

7.4 LateCompletion

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

8. TAKING-OVER

8.1 Completion

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

8.2 Taking-OverNotice

Within fourteen (14) days of the receipt of the said notice of completion from the Contractor the Procuring Agency/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 Procuring Agency/Engineer may identify any outstanding items of work which the Contractor shall undertake during the Maintenances Period.

9. REMEDYINGDEFECTS

9.1 RemedyingDefects

The Contractor shall for a period stated in the Contract Data from the date of issue of the Certificate of Completion carry out, at no cost to the Procuring Agency, repair and rectification work which is necessitated by the earlier execution of poor quality of work or use of below specifications material in the execution of Works and which is so identified by the Procuring Agency/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 Procuring Agency/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 Procuring Agency to carry out all necessaryworks at the Contractor‘s cost. However, the cost of remedying defects not attributable to the Contractor shall be valued as aVariation.

9.2 Uncovering andTesting

The Engineer/Procuring Agency may give instruction as to the uncovering and/or testing of any work. Unless as a result of an uncovering and/or testing it is established that the Contractor‘s design, materials, plant or workmanship are not in accordance with the Contract, the Contractor shall be paid for such uncovering and/or testing as a Variation in accordance with Sub-Clause10.2.

10. VARIATIONS ANDCLAIMS

10.1 Right toVary

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

10.2 Valuation ofVariations

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 failingwhich

d) at appropriate new rates, as may be agreed or which the Engineer/Procuring Agency considers appropriate,or

e) if the Engineer/Procuring Agency so instructs, at day work rates set out in the Contract Data for which the Contractor shall keep records of hours of labour and Contractor‘s Equipment, and of Materials,used.

10.3 Changes in theQuantities.

a) If the final quantity of the work done differs from the quantity in the Bill of Quantities for the particular item by more than 25 percent, provided the change exceeds 1 percent of the Initial Contract Price, the Procuring Agency/Engineer shall adjust the rate to allow for the change and will be valued as per sub clause10.2.

b) The Engineer shall not adjust rates from changes in quantities if thereby the Initial Contract Price is exceeded by more than 15 percent, except with the prior approval of the ProcuringAgency.

c) If requested by the Engineer, the contractor shall provide the Engineer with a detailed cost breakdown of any rate in the Bill ofQuantities.

10.4 Early Warning

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

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

10.5 Valuation ofClaims

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

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

10.6 Variation and ClaimProcedure

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

11. CONTRACT PRICE ANDPAYMENT

11.1 (a) Terms of Payments

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

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

(b) **Valuation of theWorks**

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

11.2 MonthlyStatements

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

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

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

11.3 InterimPayments

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

11.4 Retention

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

11.5 FinalPayment

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 verifyand the Engineer shall verify the same within fourteen (14) days from the date of submission and forward the same to the Procuring Agency together with any documentation reasonably required to enable the Procuring Agency to ascertain the final contractvalue.

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

11.6 Currency

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

12. DEFAULT

12.1 Defaults byContractor

If the Contractor abandons the Works, refuses or fails to comply with a valid instruction of the Engineer/Procuring Agency or fails to proceed expeditiously and without delay, or is, despite a written complaint, in breach of the Contract, the Procuring Agency may give notice referring to this Sub-Clause and stating the default.
If the Contractor has not taken all practicable steps to remedy the default within fourteen (14) days after receipt of the Procuring Agency‘s notice, the Procuring Agency may by a second notice given within a further twenty one (21) days, terminate the Contract. The Contractor shall then demobilize from the Site leaving behind any Contractor‘s Equipment which the Procuring Agency instructs, in the second notice, to be used for the completion of the Works at the risk and cost of the Contractor.

12.2 Defaults by ProcuringAgency

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

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

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 demobilise from the site leaving behind, in the case of the Contractor‘s insolvency, any Contractor‘s Equipment which the Procuring Agency instructs in the notice is to be used for the completion of theWorks.

12.4 Payment uponTermination

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 thefollowing:

a) any sums to which the Contractor is entitled under Sub-Clause10.4,

b) any sums to which the Procuring Agency isentitled,

c) if the Procuring Agency has terminated under Sub-Clause 12.1 or 12.3, the Procuring Agency shall be entitled to a sum equivalent to twenty percent (20%) of the value of parts of the Works not executed at the date of the termination,and

d) if the Contractor has terminated under Sub-Clause 12.2 or 12.3, the Contractor shall be entitled to the cost of his demobilisation together with a sum equivalent to ten percent (10%) of the value of parts of the works not executed at the date oftermination.

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

13. RISKS ANDRESPONSIBILITIES

13.1 Contractor’s Care of theWorks

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

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

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

13.2 ForceMajeure

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

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

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

a) any sums to which the Contractor is entitled under Sub-Clause10.4,

b) the cost of his demobilization,and

c) less any sums to which the Procuring Agency isentitled.

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

14. INSURANCE

14.1 Arrangements

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

14.2 Default

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

remedy, effect 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 OFDISPUTES

15.1 Engineer'sDecision

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

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

15.2 Notice ofDissatisfaction

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

If a contractor is dissatisfied with the decision of the Engineer of the department or decision is not given in time then he can approach Superintending Engineer within 14 days, in case of dissatisfaction with decision of Superintending Engineer or not decided within 28 days, then arbitration process would be adopted as per clause15.3.

15.3 Arbitration

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

16 INTEGRITYPACT

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

(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 orservants;
(b) terminate the Contract;and
(c) recover from the Contractor any loss or damage to the Procuring Agency asa result of such termination or of any other corrupt business practices of the Contractor or any of his Sub-Contractors, agents orservants.

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

CONTRACT DATA

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

Sub-Clauses of
Conditions of Contract

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

1.1.4 **The Procuring Agency**means
Town Municipal Corporation Gulshan District East.

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 fourteen (14) days of the signing of the Contract Agreement.

1.1.9 **TimeforCompletion 6** Months

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

1.1.20 **Engineer (mention the name along with the designation including whether he belongs to department or consultant) and other details**

1.3 **Documents forming the Contract listed in the order ofpriority:**

(a) The ContractAgreement
(b) Letter ofAcceptance
(c) The completed Form ofBid
(d) ContractData
(e) Conditions ofContract
(f) The completed Schedules to Bid including Schedule ofPrices
(g) The Drawings, ifany
(h) TheSpecifications
(i)
(j)

(*The Procuring Agency 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 CommencementDate

3.1 Authorizedperson:_____

3.2 Name and address of Engineer's/Procuring Agency'srepresentative

_____

4.4 **Performance Security:**

Amount_____

Validity_____

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

5.1 **Requirements for Contractor's design (ifany):**

Specification ClauseNo's_____

7.2**Programme:**

Time for submission: Within fourteen (14) days* of the CommencementDate.

Formofprogramme:_____*(Bar Chart/CPM/PERT orother*)

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 ofAcceptance

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

7.5 EarlyCompletion

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

9.1 **Period for remedyingdefects**

_____

_____

10.2 (e) **Variationprocedures:**

Day workrates_____

_____(details)

11.1 Terms of Payments

a) Mobilization Advance

(l) Mobilization Advance up to 10 % of the Contract Price stated in the Letter of Acceptance shall be paid by the Procuring Agency to the Contractor on the works costing Rs.2.5 million or above on followingconditions:

(i) on submission by the Contractor of a Mobilization Advance Guarantee for the full amount of the Advance in the specified form from a Scheduled Bank in Pakistan to the ProcuringAgency;

(ii) [XXX][1]

(iii) This Advance [XXX] shall be recovered in 5 equal installments from the five (05) R.A bills and in case the number of bills is less than five (05) then 1/5th of the advance [XXX] shall be recovered from each bill and the balance [XXX] be recovered from the final bill. It may be insured that there is sufficient amount in the final bill to enable recovery of the MobilizationAdvance.

OR

2) **Secured Advance onMaterials**

(a) The Contractor shall be entitled to receive from the Procuring Agency Secured AdvanceagainstanINDENTUREBONDinPWAccountFormNo.31(Fin.
R. Form No. 2 acceptable to the Procuring Agency of such sum as the Engineer may consider proper in respect of non-perishable materials broughtat the Site but not yet incorporated in the Permanent Works providedthat:

(i) The materials are in accordance with the Specifications for the PermanentWorks;

(ii) Such materials have been delivered to the Site and are properly stored and protected against loss or damage or deterioration to the satisfaction and verification of the Engineer but at the risk and cost of the Contractor;

(iii) The Contractor's records of the requirements, orders, receipts and use of materials are kept in a form approved by the Engineer, and such records shall be available for inspection by theEngineer;

(iv) The Contractor shall submit with his monthly statement the estimated value of the materials on Site together with such documents as may be required by the Engineer for the purpose of valuation of materials and providing evidence of ownership and paymenttherefore;

(v) Ownership ofa such materials shall be deemed to vest in the Procuring Agency and these materials shall not be removed from the Site or otherwise disposed of without written permission of the Procuring Agency;

(vi) The sum payable for such materials on Site shall not exceed 75 % of the (i) landed cost of imported materials, or (ii) ex-factory / ex-warehousepriceoflocallymanufacturedorproducedmaterials,or
(iii) market price of stands other materials;

[1]Deleted in the light of amendment in Sindh Financial Rules, vide Finance Department's Notification dated 27th April, 2017 and approval from SPPRA Board in its 30th Meeting held on 9th August, 2017.

(vii) Secured Advance should not be allowed unless &until the previous advance, if an, fullyrecovered;

(viii) Detailed account of advances must be kept in part II of runningaccount bill; and

(ix) Secured Advance may be permitted only against materials/quantities anticipated to be consumed / utilized on the work within a period of 3 months from the date of issue of secured advance and definitely not for full quantities of materials for the entirework/contract

(b) Recovery of SecuredAdvance:

(i) Secured Advance paid to the Contractor under the above provisions shall be effected from the monthly payments on actual consumption basis, but not later than period specified in the rules not more than three months (even if unutilized); otherconditions.

(ii) As recoveries are made the outstanding accounts of the items concerned in Part II should be reduced b making deduction entries in thecolumn;–deductquantityutilizedinworkmeasuredsinceprevious bill,‖equivalenttothequantitiesofmaterialsusedbythecontractoron items of work shown as executed in part I of thebill.

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

(i) The value of work completed comprises the value of the quantities of the items in the Bill of Quantitiescompleted.

(ii) value of secured advance on the materials and valuation of variations (ifany).

(iii) Engineer may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of laterinformation.

(v) Retention money and other advances are to be recovered from the bill submitted by contractor.

11.2 *(a) **Valuation of theWorks:**

i) Lumpsumprice_____(details), or

ii) Lump sum price with schedulesofrates_____(details), or

iii) Lump sum price with billofquantities_____(details), or

iv) Re-measurement with estimated/bid quantities in the Schedule of Prices or on premium above or below quoted on the rates mentioned inCSR_____(details), or/and

v) Costreimbursable_____(details)

11.3 **Percentageofretention*:** *five(5%)*

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

14.1 **Insurances:** *(Procuring Agency may decide, keeping in view the natureand the scope of thework)*

Type of cover

The Works

Amount of cover

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

Type of cover

Contractor‘s Equipment:

Amount of cover

Full replacement cost

Type of cover

Third Party-injury to persons and damage to property

_____

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

Workers:

_____

_____

Other cover*:

_____

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

14.2 Amount to berecovered

Premiumplus_____percent(_____%).

15.3 **Arbitration****

Place ofArbitration:_____

** (Procuring Agency to specify as appropriate)*

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

STANDARD FORMS

(Note: Standard Forms provided in this document for securities are to be issued by a bank. In case the bidder chooses to issue a bond for accompanying his bid or performance of contract or receipt of advance, the relevant format shall be tailored accordingly without changing the spirit of the Forms of securities).

FORM OF BID SECURITY
(Bank Guarantee)

GuaranteeNo._____
Executedon _____

(Letter by the Guarantor to the Procuring Agency)

Name of Guarantor (Scheduled Bank in Pakistan) with address:_____
Name of Principal (Bidder)with address:_____
_____
Sum of Security (express in words and figures):_____
_____
BidReferenceNo._____Date ofBid _____

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

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

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

(1) that the Bid Security shall remain valid for a period of twenty eight (28) days beyond the period of validity of thebid;
(2) that in the eventof;

(a) the Principal withdraws his Bid during the period of validity of Bid,or

(b) thePrincipaldoesnotacceptthecorrectionofhisBidPrice,pursuanttoSub-Clause 16.4 (b) of Instructions to Bidders, or

(c) failure of the successful bidderto

(i) furnishtherequiredPerformanceSecurity,inaccordancewithSub-Clause IB-21.1 of Instructions to Bidders, or

(ii) sign the proposed Contract Agreement, in accordance with Sub-Clauses IB-20.2 & 20.3 of Instructions toBidders,

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

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

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

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

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

_____
Guarantor (Bank)

Witness: 1.Signature_____

1. _____ 2.Name _____

_____ 3. Title_____
Corporate Secretary(Seal)

2. _____

_____
(Name, Title&Address) Corporate Guarantor(Seal)

FORM OF PERFORMANCE SECURITY
(Bank Guarantee)

GuaranteeNo._____
Executedon _____
ExpiryDate

(Letter by the Guarantor to the Procuring Agency)

Name of Guarantor (Scheduled Bank in Pakistan) with

address:_____

Name of Principal (Contractor)with
address:_____

_____

Penal Sum of Security (express in words and
figures)_____

_____

Letter ofAcceptanceNo._____Dated _____

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Bidding Documents and above said Letter of Acceptance (hereinafter called the Documents) and atthe requestofthesaidPrincipalwe,theGuarantorabovenamed,areheldandfirmly boundunto the_____(hereinafter called the Procuring Agency) in the penal sum of the amount stated above, for the payment of which sum well and truly to be made to the said Procuring Agency, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has accepted the Procuring Agency's above said Letter of Acceptancefor _____ _____(Name of Contract) forthe _____

_____(Name ofProject).

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

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

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

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

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

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

_____
Guarantor (Bank)

Witness:

1. _____

_ Corporate Secretary(Seal)

2. _____

_____
(Name, Title&Address)

1. Signature_____

2. Name _____

3. Title_____

_____
Corporate Guarantor(Seal)

FORM OF CONTRACT AGREEMENT

THISCONTRACTAGREEMENT(hereinaftercalledthe–Agreement‖)madeonthe_____ dayof_____200_____between_____(hereinafter calledthe –Procuring Agency‖) of the one part and _____ (hereinafter called the –Contractor‖) ofthe other part.

WHEREAS the Procuring Agency is desirous that certainWorks,viz _____ should be executed by the Contractor and has accepted a Bid by the Contractor for the execution and completion of such Works and the remedying of any defectstherein.

NOW this Agreement witnesseth as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referredto.

2. The following documents after incorporating addenda, if any except those parts relating to Instructions to Bidders, shall be deemed to form and be read and construed as part of this Agreement,viz:

   (a) The Letter ofAcceptance;
   (b) The completed Form of Bid along with Schedules toBid;
   (c) Conditions of Contract & ContractData;
   (d) The priced Schedule of Prices/Bill of quantities(BoQ);
   (e) The Specifications;and
   (f) TheDrawings

3. In consideration of the payments to be made by the Procuring Agency to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Procuring Agency to execute and complete the Works and remedy defects therein in conformity and in all respects within the provisions of theContract.

4. The Procuring Agency hereby covenants to pay the Contractor, in consideration of the execution and completion of the Works as per provisions of the Contract, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by theContract.

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

Signature oftheContactor

_____

(Seal)

Signature of the ProcuringAgency

_____

(Seal)

Signed, Sealed and Delivered in the presence of:

Witness:

_____

(Name, TitleandAddress)

Witness:

_____

(Name, Title andAddress)

MOBILIZATION ADVANCE GUARANTEE

GuaranteeNo._____

Executedon_____

(Letter by the Guarantor to the Procuring Agency)

WHEREAS the_____(hereinafter called the Procuring Agency) has entered into a Contract for _____

_____

_____(Particulars of Contract), with

_____

_____(hereinafter called theContractor).

ANDWHEREASthe ProcuringAgencyhasagreedtoadvancetotheContractor,atthe Contractor‘s request, an amount of Rs._____ Rupees _____) which amount shall be advanced to the Contractor as per provisions of theContract.

AND WHEREAS the Procuring Agency has asked the Contractor to furnish Guarantee to secure the advance payment for the performance of his obligations under the said Contract.

ANDWHEREAS_____(Scheduled Bank) (hereinafter called the Guarantor) at the request of the Contractor and in consideration of the Procuring Agency agreeing to make the above advance to the Contractor, has agreed to furnish the saidGuarantee.

NOW THEREFORE the Guarantor hereby guarantees that the Contractor shall use the advance for the purpose of above mentioned Contract and if he fails, and commits default in fulfillment of any of his obligations for which the advance payment is made, the Guarantor shall be liable to the Procuring Agency for payment not exceeding the aforementioned amount.

Notice in writing of any default, of which the Procuring Agency shall be the sole and final judge, as aforesaid, on the part of the Contractor, shall be given by the Procuring Agency to the Guarantor, and on such first written demand payment shall be made by the Guarantor of all sums then due under this Guarantee without any reference to the Contractor and without any objection.

This Guarantee shall come into force as soon as the advance payment has been credited to the account of the Contractor.

This Guarantee shall expire not laterthan _____

by which date we must have received any claims by registered letter, telegram, telex or telefax.

It is understood that you will return this Guarantee to us on expiry or after settlement of the total amount to be claimed hereunder.

_____
Guarantor (Scheduled Bank)

Witness:

1. _____ _ Corporate Secretary(Seal)

2. _____

_____
(Name, Title&Address)

1. Signature_____
2. Name _____
3. Title_____

_____
Corporate Guarantor(Seal)

INDENTURE FOR SECURED ADVANCES.

(For use in cases in which is contract is for finished work and the contractor has entered into an agreement for the execution of a certain specified quantity of work in a given time).

This INDENTURE made the .... day of ..... ----- ..... ----------.....-197--"- BETWEEN (hereinafter called"the Contractor" which expression shall where the context so admits or implied be deemed to include his heirs, executors, administrators and assigns) of the one part and THE GOVERNOR OF SINDH (hereinafter called "the Government" of the other part).

WHEREAS by anagreement, dated (hereinafter called the said agreement, the contractor has agreed to perform the under-mentioned works (hereinafter referred to as the saidwork):-

(Here enter (the description of the works).[1]

AND WHEREAS the contractor has applied to the .... —.....for an advance to himofRupees.....
(Rs.....) on the security of materials absolutely belonging to him and broughtby him to the site of the said works the subject of the said agreement for use in the construction of such of the said works as he has undertaken to execute at rates fixed for the finished work (inclusive of the cost of materials and labour and other charge) AND WHEREAStheGovernmenthasagreedtoadvancetotheContractorthesumofRupees,
(Rs.....) on the security of materials the quantities and other particularsof which are detailed in Part II of Running Account Bill (E). the said works signed by the contractor

on----------..... and onsuch covenants and conditions as are hereinafter contained and the Government has reserved to itself the option of marking any further advance or advances on the security of other materials brought by the Contractor to the site of the saidworks.

NOW THISINDENTUREWTTNESSETH that in pursuance of the said agreementandinconsiderationofthesumofRupees.....----------.....-.....—.....
(Rs. ------ .....) on or before the execution of these presents paid to the Contractor by the Government (the receipt whereof the Contractor doth hereby acknowledge) and of such further advances (if any) as may be made to him as aforesaid (all of which advances are hereinafter collectively referred to as the said amount) the Contractor doth hereby assign untotheGovernmentthesaidmaterialsbywayofsecurityforthesaidamount

And doth hereby covenant and agree with the Government and declare ay follow :-

(1) That the said sum of Rupees .....- ..... ---------- ..... ---------- (RF. ----------) so advanced by the Government to the Contractor as aforesaidand all or any further sum or sums which may be advanced aforesaid shall be employed by the contractor in or towards expending the execution of the said works and for no other purpose whatsoever.

(2) ThatthematerialsdetailedinthesaidRunningAccountBill(B)whichhavebeen

Fin R Form No. 17-A

Offered to and accepted by (he Government as security for the said amount are absolutely by the Contractors own property free from encumbrances of any kind and the Contractor will not makeanyapplicationfororreceiveafurtheradvanceonthesecurityofmaterials which are not absolutely his own property and free from encumbrances of any kind and the contractor hereby agrees, at all times, to indemnify and save harmless the Government against all claims whatsoever to any materials in respect of which an advance has been made to him asaforesaid.

(3) ThatthesaidmaterialsdetailedinthesaidRunningAccountBill(B)andallother

Fin. R. Form No.17-A

Materials on the security of which any further advance or advances may hereafter be made as aforesaid (hereinafter called the said materials) shall be used by the Contractor solely in *the* executionofthesaidworksinaccordancewiththedirectionsofthe DivisionalOfficer ----------(hereinafter called the Divisional Officer) andin the terms of the said agreement.

(4) That the Contractor shall make at his own cost all necessary and adequate arrangement for the proper watch, safe custody and protection against all risks of the said material and that until used in construction as aforesaid the said materials shall remain at the site of the said works in the Contractor's custody and at his own risk and on his own responsibility and shall at all times be open to inspection by (he Divisional Officer or any officer authorized by him. In the event of the said materials of any part (hereof being stolen, destroyed or damaged or becoming deteriorated in a grater degree than is due to reasonable use and wear thereof Contractor will forthwith replace the same with other materials of like qualify or repair and make good the same as required by the Divisional Officer and the materials so brought to replace the said materials so repaired and made good shall also be considered as security for the saidamount.

(5) 'Hurt the said materials shall not on any account be removed from the site of the said works except with the written permission of the Divisional Officer or anofficer authorized by him in thatbehalf

(6) That the said amount shall be payable in full when or before the Contractor receives payment, from the Government of the price payable to him for the said works under the terms and provisions of the said agreement PROVIDED THAT if any intermediate payments are made to the contractor on account of work done then on the occasion of each such payment the Government will be at liberty to make a recovery from the Contractors Bill for such payment by deducting there from in the value of the said materials (hen actually used in the construction and in respect of which recovery has not been made previously the value for this purpose being determined in respect of each description of material at (he rates at which the amount of the advances made under these presents were calculated.

(7) That if the Contractor shall at any time make any default in the performance or observation in any respect of any of the terms and provisions of the said agreement or of these presents the total amount of the advance or advances that may still be owing to the Government shall immediately on the happening of suchdefaultbe repayable by the Contractor to the Government together with interest thereon attwelve

percent per annum from the date or respective dates of such advance or advances to the date or repayment and with all costs, charges, damages and expenses incurred by the Government in or for the recovery thereof or the enforcement of this security or otherwise by reason of (he default of the Contractor and any moneys so becoming due and payable shall constitute a debt due from the Contractor to the Government and the Contractor hereby covenants and agrees with the Government to repay and the same respectively to it accordingly.

(8) That the Contractor hereby charges all the saidmaterialswiththe repaymenttotheGovernmentofthesaidsumofRupees.....-..... (Rs.....) and any further sum or sums which may be advanced as aforesaidand all costs charges damages and expenses payable under these present PROVIDED ALWAYS and it is hereby agreed and declared that not withstanding anything in the said agreement and without prejudice to the powers contained therein if and whether the covenant for payment and repayment hereinbefore contained shall become enforceable andthemoneyowingshallnotbepaidtoaccordingly.

Once therewith the Government may at any time thereafter adopt all or any of following courses as it may deem best ;-

(a) Seize and utilize the said materials or any part thereof in the completion of the saidworksonbehalfoftheContractorinaccordancewiththe provisions in that behalf contained in the said agreement debiting the Contractor with the actual cost of effecting such completion the amount due in respect of advances under these presents and crediting the Contractor with the value of work done as he had carried it out in accordance with the said agreement and at the rates thereby provided. If the balance is against the Contractor he is to pay the same to the Government on demand.

(b) Remove and sell by public auction the seized materials or any part thereof and out of the moneys arising from the sale retain all the sums aforesaid repayable to the Government under these presents and pay over the surplus (if any) to theContractor.

(c) Deduct all or any part of the moneys owing out of the security deposit or any sum due to the Contractor under the saidagreement.

(9) That except as is expressly provided by the presents interest on the aid advance shall not bepayable.

(10) That in the event of any conflict between the provisions of these presents and the said agreement the provisions of these presents shall prevail and in the event of any dispute or difference arising over the construction or effect of these presents the settlementof which has not been hereinbefore expressly provided for the same shallbe referred to the Superintending Engineer ..... Circle whose……. decision shall be final and the provisions of the Indian Arbitration Act for the time being in force so far as they are applicable shall apply to any such reference.

Inwitnesseswhereofthe*------—__.....on behalf of the GovernorofSindhandthesaid.....—.....- ..... --have hereuntoset their respective hands and seals the day and first above written.

Signed, sealed and delivered by* In the presence of

Seal
1st witness 2nd witness

Signed, sealed and delivered by* In the presence of

Seal

1st Witness 2nd witness

SPECIFICATIONS

[Note for Preparing the Specifications]

A set of precise and clear specifications is a prerequisite for bidders to respond realistically and competitively to the requirements of the user without qualifying their Bids. The specifications must be drafted to permit the widest possible competition and, at the same time, present a clear statement of the required standards of workmanship, materials, performance of the works. Only if this is done objectives of economy, efficiency, and fairness in procurement will be realized and responsiveness of Bids can be ensured, and the subsequent task of bid evaluation can be facilitated. The specifications should require that materials to be incorporated in the works be new, unused, and of the most recent or current models, and incorporated all recent improvements in design and materials unless provided for otherwise in thecontract.

Samples of specifications from similar to previous procurements are useful in this respect. The use of metric units is encouraged. Depending on the complexity of the works and the repetitiveness of the type of procurement, it may be advantageous to standardize the Technical Specifications that should cover all classes of workmanship, materials and equipment although not necessarily to be used in a particularprocurement.

Care must be taken in drafting specifications to ensure that they are not restrictive. In the specification of standards for equipment, materials, and workmanship, recognized international standards should be used as much as possible. The specifications shall consider all conditions but not limited to seismic conditions, weather conditions and environmental impact. The specifications should state that equipment, materials, and workmanship that meet other authoritative standards, and which ensure at least a substantially equal quality than the standards mentioned, will also be acceptable. The following clause may be inserted in the Specifications.

Sample Clause: Equivalency of Standards and Codes

Wherever reference is made in the Specifications to specific standards and codes to be met by Works to be furnished and tested, the provisions of the latest current edition or revision of the relevant shall apply, unless otherwise expressly stated in the Contract. Otherauthoritative standards that ensure equivalence to the standards and codes specified will beacceptable.]

*DRAWINGS

*(Note: *The Engineer/Procuring Agency may incorporate specific Drawings for Bidding purposes only or may include the detailed drawings in a separate volume, ifnecessary).*