[ 13 ]

# SPPRA BIDDING DOCUMENT

## STANDARD FORM OF BIDDING DOCUMENT PROCUREMENT OF WORKS

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

**Name of Work:** **(ADP NO. 236 / 341 OF 2026-27) REPAIR / REHABILITATION OF EXISTING PRIMARY / ELEMENTARY SCHOOLS (SDG#4) (RAIN / FLOOD AFFECTED 2022) (14-UNITS) DISTRICT THATTA @ GBPS HAJI MEHAR KAPOORANI TALUKA GHORA BARI.**

**NIT No: & Date:-** **No:XEN/ EWD / THT / 998, DATED 18-11-2026**

**Date of Opening:-** **15-12-2026 @ 11.30 A.M**

**Tender Issued to:-** **M/S_____**
**Government Contractor**

**D.R. No: & Date:-** **Dr. No:_____dated:_____**

**D.R. Amount** **Rs. 3,000/-**

## OFFICE OF THE EXECUTIVE ENGINEER
## EDUCATION WORKS DIVISION
## THATTA

# OFFICE OF THE EXECUTIVE ENGINEER, EDUCATION WORKS DIVISION THATTA

NO. TC/EDU/W/ **1025** , /OF 2026, DATED:- **23** / **11** /**2026**

# CORRIGENDUM

With reference to the NIT No. XEN / EWD / THT / TC /**998**, dated **18-11-2026** by undersigned office, date of opening of Notice Inviting Tender is hereby modified due to official engagement as under: -

1. Date and Time of issuance / submission is clarified as under: -

| | | |
|---|---|---|
| **S.No.1** | **1st Attempt** | Issuance upto 14-12-2026 @ 05.00 P.M.<br>Receiving back on 15-12-2026 @ 11.00 A.M.<br>Opening on same day 15-12-2026 instead of 07.12.2026 @ 11.30 A.M |
| **S.No.2** | **2nd Attempt in case of un-responded tenders** | Issuance upto 04-01-2027<br>Receiving back on 05-01-2027 @ 11.00 A.M<br>Opening on same day 05-01-2027 @ 11.30 A.M |

All other terms and conditions will remain same.

**EXECUTIVE ENGINEER**
EDUCATION WORKS DIVISION
THATTA

**Copy forwarded with compliments for information to:-**

1 The Director Information Advertisement, Govt. of Sindh, Karachi, block-96 Sindh Secretariat Building Karachi with six spare copies for publication of insertion in three leading news papers i.e. Urdu, English and Sindhi.
2 The Director A&F, Sindh Public Procurement Regulatory Authority, Government of Sindh, Karachi. Block-8, Sindh Secretariat 4A, Court Road, Karachi
3 The Chief Engineer, Education Works, Hyderabad.
4 The Chairman/ Members of Complain Redressal Committee (CRC) …….
5 The Members of Procurement Committee, Assistant Engineer Education Works Sub-Division Thatta (PC)
6 The Members of Procurement Committee, Assistant Engineer Public Health Engineering Sub-Division Thatta (PC)
7 The Assistant Engineer, Education Works Sub Division, (all) ……. for wide publicity
8 Notice Board / NIT File.

**EXECUTIVE ENGINEER**
EDUCATION WORKS DIVISION
THATTA

روزاند
Daily
KAWISH
# ڪاوش
جمع 27 نومبر 2026ع
حيدرآباد ۽ سکر مان شايع ٿيندڙ پهرين سنڌي اخبار
dailykawish Kawish Newspaper @DailyKawish2 The Daily Kawish Newspaper

## حيدرآباد ۾ ڊاڪٽر پروين موسيٰ ميمڻ جي پاراچي ادب جي ڪتاب جو ڇپجڻ

ڊاڪٽر پروين موسيٰ ميمڻ ڪان وڌيڪ ادبي ڪم سنڌ جي ڪنهن به ٻولي ۾ نه ڪيو آهي: آمر سنڌيا

## ڊاڪٽر پروين زندگي جا تيسي سال عنصر ڪر گي ڏنا آهي: ڊاڪٽر غرفانه ملاح

## ڊاڪٽر پروين موسيٰ هڪ اڪيڈمي جينرو ڪر ڪيو آهي: پروفيسر شبنر ڪلهوڙو

حيدرآباد (اسٽاف رپورٽر) محمد موسيٰ ميمڻ جي پاراچي ادب جي عالمي ڏينهن ۽ ڊاڪٽر پروين موسيٰ اڪيڈمي، حيدرآباد طرفان ٻارن جي / صفحو 6 ڪالم 1

بليسنگ ڪالجز آف نرسنگ
ڪراچي - سکر
داخلائون جاري آهن
50% SCHOLARSHIP
BS نرسنگ (جينرڪ) – BSN (GENERIC)
CNA LHV CMW
0300-3116359 - 0300-1199570
021-34372100 - 0300-8227090
0300-3116358 - 0336-5433005
0333-2747327 - 071 - 5804620

## ريگيٽ ۾ ٽيڊ ڪري زيادتي جو شڪار ناري جو انصاف لاءِ احتجاج

ڪوٽ ٻاڙو ڊيرو واسيو ناري پنهنجي پي ايڇ ڊي ايس آفيسر جي خلاف رڪارڊ ڪرايو

## ٽي ايس پي ۽ ڊگ ڪلي ناري ۽ سنڌس وارثن سان ملاقات، جوابدارن جي گرفتاري جي خاطري

ڊگ ان ڪا وڌيڪ ڪي ڪوٽ ٻاڙو/ڊيرو واسيو ميمبا ٽائن مهسن ٽاڪين سٽوٽ هڪلن

زيادتي جي نشانو ٻڌيل ناري حيدرآباد ۾ مهراب مگسٽهار / صفحو 6 ڪالم 1

## ڪاڪائي ۽ ليبر ڪالوني جي انتظاميا خلاف وطن دوست مزدور ليڊرشپ جو مظاهرو

ڪاڪائي (سپيشل رپورٽر) ڪاڪائي پريس ڪلب اڳيان وطن دوست مزدور فيڊريشن پاران ليبر ڪالوني جي انتظاميا جي ميمبا تاماڪرين خلاف / صفحو 6 ڪالم 3

## شڪر ڏمالو ۽ دڪاندارن جي هڪ ڏڻي انڌ 180 ريما ڪلو ڪاڪا ڪاڪا لڳو

شڪر ڏمالو ان هڪ شڪر ڏمالو ۽ دڪاندارن / صفحو 6 ڪالم 4

## ڄاڄيجي ۽ حجام برادري جي معزز شخصيت محمد هاشر حجام جو نيجهر وڏي پٽ کي پڳ پڌرائي وئي

ڄاڄيجوان حاجحجام برادري جي معزز شخصيت مرحوم / صفحو 6 ڪالم 4

## ڪشور ضلعي ۽ تيباڻي ڪنڊارن جي خاتمي لاءِ ايس يو پي جي بيڪ هڙتال

ڪنڊڪوٽ ۾ ايس يو پي ڪارڪن ٻڏي ڏينهن ۾ علامتي بيڪ هڙتال ڪئي

تيباڻي ڪنڊارن ڪيترين ئي جاتين کي ورتين، جهيڙا ختم ڪرايا وڃن: آگوڙان

ڪنڊڪوٽان جا ڪشور ڪنڊڪوٽ ضلعي ۾ هلندڙ تيباڻي ڪنڊارن جي خاتمي لاءِ ايس يو پي پاران ڪنڊڪوٽ ۾ طريت بچاراڻي ۽ شاهنواز مرهٽو جي آگوڙاڻي ۽ ڪاڪ / صفحو 6 ڪالم 2

## ڪنڊڪوٽ ۾ گئس فيلڊ مان علاقي کي رائلٽي نه ملڻ خلاف ريلي

مزدور ليبر يونين طرفان اڄ مندي کان گهنتا گهر چوڪ تائين ريلي ڪڍي وئي

## گئس فيلڊ ۾ علاقي جي ماڻهن کي روزگار سان گڏ ريائيلٽي فنڊ ڏنو وڃي، پورچيت آگوڙان

خلاف ڪنڊڪوٽ ۽ مزدور ليبر يونين پاران طارق خان / صفحو 6 ڪالم 2

ڪنڊڪوٽان هڪ ڪنڊڪوٽ گئس فيلڊ مان علاقي کي رائلٽي نه ملڻ

## ڪاڪائي ۽ معذور ڪرائي نوڪري نه ملڻ خلاف حافظ قرآن نائين نوجوان جو احتجاج

## ڪاڪائي ۽ نئين ڊرائيونگ لائسنس جي بحالي لاءِ حيدرآباد ۾ مظاهرو

حيدرآباد ۽ سنڌ شاگرد تحريڪ پاران پريس ڪلب آڏو مظاهرو ڪيو ويو

## زرعي يونيورسٽي خرڪن ڪٽيس جي بحالي لاءِ حيدرآباد ۾ مظاهرو

زرعي يونيورسٽي شاگرد تحريڪ (ايس ايس ايف) سنڌ جي صدارتي ڪئمپ حيدرآباد پريس ڪلب سامهون احتجاج ڪيو / صفحو 6 ڪالم 2

## سيندڙ ۾ گئس جي هنڌ ۾ لوڊشيڊنگ خلاف شهرين جو عورتن سميت مظاهرو

صبح 9 ڪلاڪ جي وقت گئس پريشر ۾ اڻ اعلانيل لوڊشيڊنگ جو خاتمو آندو وڃي

## شاهپور شيدپور خاري ڪري ڳٺ پريشر ۾ اڻ اعلانيل لوڊشيڊنگ جو خاتمو آندو وڃي

سيندڙ (ڪ ڪا) سيندڙ ۾ گئس پريشر جي هنڌ ۾ لوڊشيڊنگ خلاف عورتون ۽ مرد روڊن تي نڪري آيا، گئس جا بل / صفحو 6 ڪالم 2

## ڪشور ضلعي ۽ تيباڻي ڪنڊارن جي خاتمي لاءِ ايس يو پي جي بيڪ هڙتال

ڪنڊڪوٽ ۾ ايس يو پي ڪارڪن ٻڏي ڏينهن ۾ علامتي بيڪ هڙتال ڪئي

تيباڻي ڪنڊارن ڪيترين ئي جاتين کي ورتين، جهيڙا ختم ڪرايا وڃن: آگوڙان

ڪنڊڪوٽان جا ڪشور ڪنڊڪوٽ ضلعي ۾ هلندڙ تيباڻي ڪنڊارن جي خاتمي لاءِ ايس يو پي پاران ڪنڊڪوٽ ۾ طريت بچاراڻي ۽ شاهنواز مرهٽو جي آگوڙاڻي ۽ ڪاڪ / صفحو 6 ڪالم 2

## ڪنڊڪوٽ ۾ گئس فيلڊ مان علاقي کي رائلٽي نه ملڻ خلاف ريلي

مزدور ليبر يونين طرفان اڄ مندي کان گهنتا گهر چوڪ تائين ريلي ڪڍي وئي

## گئس فيلڊ ۾ علاقي جي ماڻهن کي روزگار سان گڏ ريائيلٽي فنڈ

NO: XEN / EWD / THT / TC / 998
**OFFICE OF THE**
**EXECUTIVE ENGINEER**
**EDUCATION WORKS DIVISION**
Thatta, Dated. 18 / 11 /2026

**To,**

The Director of Information,
(Advertisement),
Government of Sindh,
KARACHI.

**SUBJECT:** **PUBLICTION OF NOTICE INVITING TENDER.**

Enclosed please find herewith (7-Copies) of Notice Inviting Tender No. XEN / EWD / THT / TC / 998 , for publication in one insertion of three well-reputed National Dailies in Sindhi, Urdu and English as per Sindh Public Procurement Regulatory Authority, Rules 2010 (amended up to date).

It is requested that the said advertisement may be published at the earliest in the interest of public work.

**DA/As above**

**EXECUTIVE ENGINEER**
EDUCATION WORKS DIVISION
THATTA

Copy forwarded for information to:
* The Superintending Engineer, Education Works Circle, Badin
* Master File (2026-27).

**EXECUTIVE ENGINEER**
EDUCATION WORKS DIVISION
THATTA

## OFFICE OF THE EXECUTIVE ENGINEER EDUCATION WORKS DIVISION THATTA

NO. XEN / EWD / THT /TC / 998, Dated. 18 / 11 / 2026

# NOTICE INVITING TENDER

1 Executive Engineer Education works Division Thatta invites sealed e-Bids/tenders on composite Schedule of Rate (CSR) 2024 from interested contractors / firms for procurement of following works:

**LIST OF WORKS**

| S.No. | Name of Units / Schemes | Taluka | Estimated Cost in millions | Bid Security (in millions) | Completion Period | Tender Fee |
|---|---|---|---|---|---|---|
| | **MAINTENANCE & REPAIR PROGRAMME 2026-27:** | | | | | |
| 1 | GBPS Qasim Karmoon | Mirpur Sakro | 3.749 | 5% of Est. Cost | 04-Months | 3,000 |
| 2 | GBPS Sahid Khan Baloch | Mirpur Sakro | 6.567 | 5% of Est. Cost | 04-Months | 3,000 |
| 3 | GBPS Ibrahim Panhwer | Mirpur Sakro | 7.918 | 5% of Est. Cost | 04-Months | 3,000 |
| 4 | GBPS Molvi Sher Muhammad Pitafi | Ghora Bari | 4.000 | 5% of Est. Cost | 04-Months | 3,000 |
| 5 | GBPS Raza Muhammad Burj | Keti Bunder | 3.602 | 5% of Est. Cost | 04-Months | 3,000 |
| 6 | GBHSS Chatto Chand | Thatta | 6.853 | 5% of Est. Cost | 04-Months | 3,000 |
| 7 | Office of the Executive Engineer, Education Works Division Thatta | Thatta | 7.589 | 5% of Est. Cost | 04-Months | 3,000 |
| 8 | GBPS Amir Bux Jakhro | Thatta | 7.086 | 5% of Est. Cost | 04-Months | 3,000 |
| 9 | GBPS Lal Muhammad Khaskheli @ Soomar Khaskheli | Thatta | 3.564 | 5% of Est. Cost | 04-Months | 3,000 |
| 10 | GBPS Deen Muhammad Maree | Thatta | 3.955 | 5% of Est. Cost | 04-Months | 3,000 |
| 11 | GGPS Abdullah Shah Ashabi | Thatta | 6.877 | 5% of Est. Cost | 04-Months | 3,000 |
| | **(ADP No. 236 / 341 of 2026-27) Repair / Rehabilitation of Existing Primary / Elementary Schools (SDG # 4) (Rain / Flood Affected 2022) (14-Units) District Thatta @** | | | | | |
| 13 | GBPS M. Hassan @ Juman Sobhani Taluka Ghora Bari | Ghora Bari | 4.917 | 5% of Est. Cost | 04-Months | 3,000 |
| 14 | GBPS Hajl Mehar Kapoorani | Ghora Bari | 4.417 | 5% of Est. Cost | 04-Months | 3,000 |

1 The blank tenders form / Standard Bidding Documents of above listed work are to be downloaded from **https://portalsindh.eprocure.gov.pk** and are to be submitted with payment of prescribed tender fee (non-refundable) in shape of pay order (cash money will not be accepted) in favour of **Executive Engineer, Education Works Division Thatta.**

2 The method of procurement will be Single Stage, Two Envelope.

3 All Bids (Technical & Financial) must be submitted online through EPADs portal before the deadline i.e **11:00 am on 07-12-2026** and **no bid will be accepted if it is not submitted online on EPADS.** However, Bid Secuirty, Tender Fees, E-stamp Affidavit (on prescribed format & separate for each bid) & other relevant original documents must be submitted physically in original to the office before the deadline of submission of bid on epads. **Documents submitted after deadline will not be accepted.**

4 Technical Proposal of the participating firms will be opened on the same day on EPADS at **11:30 am** by the Procurment Committee in presence of participating contractors / firms or their authorized representative who wish to be present while the financial bids will be opened later on.

5 In case any member of the procurement committee is not available due to any undesribale circumtances or if Government declares holiday the tender shall be submitted and opened on the next working day at the same time and venue.

6 In case the bids are un-responded, the next date will have a deadline up to **11:00 am on 29-12-2026** and opened on **same day at 11:30 am**

7 The TECHNICAL PROPOSAL opened shall be evaluated as per prescribed eligibility proformas of Technical Qualification consisting of Mandatory and Technical Evaluation Critieras attached with bidding documents. Technical Proposal must have a company profile along with the documents required for Technical Evaluation Criteria as mentioned in the bidding documents. **The bidders have to qualify all the mandatory requirements and 70% passing marks on Technical Evaluation.**

8 Financial bids / proposals of the technically qualified firms shall be opened on the date and time that will be communicated through EPADS portal. Financial bids / proposals of technically un-qualified contractors shall be returned to them unopened.

9 Tender shall be carefully and neatly filled and each page of the bidding documents must be signed by the bidders. Each bid must have a company profile along with the bid security as mentioned above in shape of Call Deposit in favour of undersigned. **In-complete tender, over writing or conditional tender shall not be entertained.**

10 **All communication or clarifcation shall be made through EPADS portal only and no correspondence will be made through any other means.** Bidders are responsible for regularly monitoring the EPADS portal.

11 **Mandatory Qualification are to be submitted by the bidders in following sequences:**

a. Valid Registration certificate from Pakistan Engineering Council on appropriate category to the value of each work (filled specialization CE-10) except for works costing upto Rs. 4.000 (M).

b. Active Registration with Income Tax Department, NTN Certificate must be attached.

c. Active Registration with Sindh Revenue Board, Sales Tax Registration Certificate must be attached.

d. Copy of valid CNIC of owners / proprietors original of the firms.

e. Authenticated Affidavit on e-Stamp (Rs.500) on attached format that the firm is not indulged / litigated / black listed by any procurement agency, also the given information, documents and data is absolutely true and correct. **Affidavit should be separate for each work mentioning the details of the specific work / tender.** The format is attached in the bidding documents. The affidavit must be submitted in original before the closing deadline. **Affidavit submitted after closing time will not be accepted.**

f. The bid security 5% (five percent) in the shape of Call Deposit issued from any Scheduled Bank of Pakistan in favour of the undersigned shall be submitted before the closing time of bid on epads. Call Deposits & Tender fees in shape of Pay Order of each work must be submitted along with relevant original documents. **Bid Security & Tender Fees submitted after closing time of bid will not be accepted.**

g. Technical Proposal as mentioned in the Bidding Documents.

12 Non-Submission of even one of the any of the above mandatory documents may lead to rejection irrespecitve of the Technical Evaluation.

13 Past non-performance, abandonement of work, failure to complete works within the stipulated time or poor performance in this division or any other division / department shall constitute valid grounds for rejection of the bid, as per applicable SPPRA Rules and standard procurement principles. The Procuring Agency reserves the right to verify the bidder's performance form any division or department and may reject the bid of any firm found with adverse performacne history.

14 No joint venture firm will be allowed to participate in the bidding process.

15 Canvassing in connection with bids is strictly prohibited. Any bidder found influencing, attempting to influence, or contacting any official of the Procuring Agency regarding the tender process shall have their bid rejected immediately, and further disciplinary or legal action will be taken as per rules.

16 The Procuring Agency reserves the right to cancel the bidding process at any time without any reason prior to the acceptance of the bids as per SPPRA Rule No. 25.

17 **Place of issuance, submission and opening will be:**

Address: **Office of the Executive Engineer Education Works Division Thatta.**
E-mail Address: xen.ewd.thatto@gmail.com

18 **Bid validity Period: Ninety (90) days.**

**EXECUTIVE ENGINEER**
EDUCATION WORKS DIVISION
THATTA

**Copy forwarded for information to:**

1 The Chief Engineer Education Works Region Hyderabad
2 The Director (CB) Sindh Public Procurement Regulatory Authority SPPRA Government of Sindh Karachi.
3 The Superintending Engineer Education Works Circle Badin
4 The Executive Engineer Education Works Electrical Division Hyderabad
5 The Assistant Engineer Public Health Engineering Thatta
6 The Assistant Engineer Education Works Sub-Division Thatta
7 Drawing Branch (Local) / Head Clerk.
8 Notice Board.
9 Master file.

**EXECUTIVE ENGINEER**
EDUCATION WORKS DIVISION
THATTA

# OFFICE OF THE EXECUTIVE ENGINEER
# EDUCATION WORKS DIVISION THATTA

## ٹينڈر گھرائڻ لاءِ نوٽيس

ايگزيڪيوٽو انجنيئر ايجوڪيشن ورڪس ڊويزن ٺٽو (ايڇ سي آر) رڪنڊ ٺيڪيدارن/فرمن کان هيٺين ڪمن جي پروڪيورمينٽ لاءَ ڪمپوزٽ شيڊيول آف ريٽ (CSR) 2024 تي مهربند اي-واٽ/ٽينڈر گھرائي ٿو.

LIST OF WORK

| S.No | Name of Units / Schemes | Taluka | Estimated Cost in millions | Bid Security (Rs millions) | Completion Period | Tender Fee |
|---|---|---|---|---|---|---|
| | MAINTENANCE & REPAIR PROGRAMME 2026-27: | | | | | |
| 1 | GBPS Gwara Kumbhra | Mirpur Sakro | 1.160 | 5% of Est. Cost | 04-Months | 1,000 |
| 2 | GBPS Sohail Khan Bukera | Mirpur Sakro | 0.767 | 5% of Est. Cost | 04-Months | 1,000 |
| 3 | GBPS Bandesa Pandrani | Mirpur Sakro | 1.918 | 5% of Est. Cost | 04-Months | 1,000 |
| 4 | GBPS Mukhi Nasir Muhammad Pirali | Ghora Bari | 1.980 | 5% of Est. Cost | 04-Months | 1,000 |
| 5 | GBPS Peero Muhammad Boy | Keti Bunder | 1.861 | 5% of Est. Cost | 04-Months | 1,000 |
| 6 | GBHSS Chann Chand | Thatta | 4.872 | 5% of Est. Cost | 04-Months | 1,000 |
| 7 | Office of the Executive Engineer, Education Works Division Thatta | Thatta | 1.500 | 5% of Est. Cost | 04-Months | 1,000 |
| 8 | GBPS Amir Bux Jakhro | Thatta | 1.000 | 5% of Est. Cost | 04-Months | 1,000 |
| | MAINTENANCE & REPAIR PROGRAMME 2026-27: | | | | | |
| 9 | GBPS Lal Muhammad Khaskheli @ Gondal Khaskheli | Thatta | 1.164 | 5% of Est. Cost | 04-Months | 1,000 |
| 10 | GBPS Dino Muhammad Mashr | Thatta | 1.975 | 5% of Est. Cost | 04-Months | 1,000 |
| 11 | GGPS Abdullah Shah Ghazi | Thatta | 4.877 | 5% of Est. Cost | 04-Months | 1,000 |
| | ADP No. 230 - 341, of 2024-25 Repair & Rehabilitation of Existing Primary / Elementary Schools (SDG # 4) (Rain - Flood Affected 2022) (14 Units) District Thatta -I | | | | | |
| 13 | GBPS M. Hassan @ Amma Sobhani Taluka Ghora Bari | Ghora Bari | 4.917 | 5% of Est. Cost | 04-Months | 1,000 |
| 14 | GBPS Haji Mehar Kapoorani | Ghora Bari | 4.417 | 5% of Est. Cost | 04-Months | 1,000 |

خالي ٽينڈر فارم (مٿي حوالايل ڪمن جي معياري واٽ سٽاويز هيٺ ڏنل ويب سائيٽ تان ڊائون لوڊ ڪري سگھجن ٿا: https://portals.eprocure.gov.pk ۽ انهن کي مقرر ڪيل ٽينڈر رفيس نا قابل واپسي) جي ادائيگي سان گڏ پي آر اين جي صورت ۾ جمع ڪرائڻو پوندو (نقد رقم قبول نه ڪئي ويندي). جيڪو ايگزيڪيوٽو انجنيئر ايجوڪيشن ورڪس ڊويزن ٺٽي جي حق ۾ هوندو.

خريداري جو طريقيڪار سنگل اسٽيج ٽو انويلپ (Single Stage, Two Envelope) هوندا.

سموراواٽ (ٽيڪنيڪل ۽ مالي آخري تاريخ کان پهريون، يعني 07-12-2020 صبح جو 11.00 وڳي ٽائين اي پيمانه پورٽل جي آن لائن ذريعي جمع ڪرائڻ لازمي آهن) EPADS تي آن لائين جمع نه ڪرايل ڪنهن به واٽ کي قبول نه ڪيو ويندو. ٽنهن هوندي ۽ واٽ جي سيڪيورٽي ٽينڈر فيءِ ايءِ لسٽ سان ڪيترن ئي ٽينڈر ساڻ گڏ هڪ ليٽر هيڊ تي هڪ سيل بند لفافي ۾ جمع ڪرائڻ گهرجي. ٽينڈر فيءِ ۽ سيڪيورٽي ٽينڈر جي منظور ٿيل رقم جي پي او جي صورت ۾ ڏيڻ گهرجي. ٽينڈر فيءِ ۽ سيڪيورٽي ٽينڈر جي منظور ٿيل رقم جي پي او جي صورت ۾ ڏيڻ گهرجي. ٽينڈر فيءِ ۽ سيڪيورٽي ٽينڈر جي منظور ٿيل رقم جي پي او جي صورت ۾ ڏيڻ گهرجي.

آخري تاريخ کانپوءِ جمع ڪرايل دستاويز کي قبول نه ڪيو ويندو.

حصو وٺندڙ فرمن جي ٽيڪنيڪل پروپوزل ساڳئي ڏينهن صبح 11.30 وڳي پروڪيورمينٽ ڪميٽي پاران شرڪت ڪندڙ ٺيڪيدارن / فرمن يا انهن جي مجاز نمائندن جي موجودگي ۾ کولڻا ويندا جيڪڏهن ڪنهن موجود رهڻ چاهين. جڏهن ته فنانشل واٽ بعد ۾ کولڻا ويندا.

جيڪڏهن پروڪيورمينٽ ڪميٽي، جو چيئرمين سپرنٽينڈنگ انجنيئر آهي يا محڪمائتي موڪل جو اعلان ڪري ٿي ٽينڈر ٽائيم ڪمر ڪار واري ڏينهن تي ساڳئي وقت ۽ هنڌ تي جمع ڪرايا / کولايا ويندا.

جيڪڏهن واٽ جي موت ٿئي عام ۽ جاري ڪرڻ جي ورڻڙ تاريخ 29-12-2026 هوندي جنهن ۾ واٽ صبح جو 11.00 وڳي ٽائين جمع ڪرائي سگھجن ٿا ۽ ساڳئي ڏينهن صبح 11.30 وڳي کولايا ويندا.

ڪنهڪ ٽيڪنيڪل پروپوزل جو حاڪر ٽيڪنيڪل قابليت جي مقرر ڪيل قابليت جي پروفارما مطابق ڪمر ويندو جنهن ۾ (آرمي ۽ ٽيڪنيڪل ملڻ جا معيار) شامل آهن. ٽيڪنيڪل تجويز سان ڪميني جو پروفائل ۽ ٽيڪنيڪل جاچ جي معيار لاءَ گهربل دستاويز جيڪڏهن واٽ دستاويز ۾ لکيل آهي لازمي گڏ موڪلڻا وڃن. واٽ ٽينڈرن لاءَ سيورين لازمي شرطن تي پوري لهڻ ۽ ٽيڪنيڪل جاچ ۾ 70% پاسنگ ماڙڪن حاصل ڪرڻ ضروري آهي.

ٽيڪنيڪل طور تي قابليت رکندڙ فرمن جون فنانشل واٽ/ پروپوزلس ان تاريخ ۽ وقت تي کولڻا ويندا جيڪڏهن EPADS پورٽل ذريعي آڪاهه ڪيو ويو هوندو. ٽيڪنيڪل طور تي غير قابليت رکندڙ ٺيڪيدارن جا فنانشل واٽ/ پروپوزل انهن کي بغير کولڻ جي واپس ڪيا ويندا.

ٽينڈر احتياط ۽ صاف ستري نموني سان پريو ويندو ۽ واٽ دستاويزن جي هر صفحي تي واٽ ڏيندڙن پاران صحيح ٽيل هجڻ گهرجي. هر واٽ سان ڪميني جو پروفائل ۽ مٿي حاڪايل واٽ جي سيڪيورٽي مقال ڏيڻ گهرجي. جي صورت ۾ بحق هيٺ صحيح ڪندڙ لازمي شامل هڻڻ گهرجي. الهرا ٽينڊر، اوورائيٽنگ يا مشروط ٽينڊر غور حاصل نه ڪندا.

سڀ رابطا يا وضاحتون صرف EPADS پورٽل ذريعي ڪيون ويندڻون ۽ ڪنهن ٻئي ذريعي سان لکيڙهه نه ڪئي وڃي. واٽ ڏيندڙ باقاعدگي سان EPADS پورٽل جي نگراني جا ذميوار آهن.

واٽ ڏيندڙن طرفان لازمي اهليت جا دستاويز هيٺ ڏنل ترتيب سان جمع ڪرائڻ لازمي آهن:

پاڪستان انجنيئرنگ ڪائونسل کان هر ڪمر جي فيست جي مناسب ڪيٽيگري تي ڪارگر رجسٽريشن سرٽيفڪيٽ (فيلڈ آف اسپيشلائيزيشن CE-10 سواءِ 4.000 (ملين)ڪائين جي لاڳت جي ڪمن لاءِ.

انڪم ٽيڪس ڪاني ۾ فعال رجسٽريشن. اين ٽي اين سرٽيفڪيٽ لازمي طور تي شامل ڪيو وڃي.

سيلز ٽيڪس رجسٽريشن سرٽيفڪيٽ سان ڳنڍيل هجڻ ضروري آهي.

ڪمپنين جي اصل مالڪن / مالڪن جي ڪارگر شناختي ڪارڊ جي ڪاپي.

پي اسٽامپ تي 500 روپين جي تصديق ٽيل حلف نامي سان لاڳاپيل فارميٽ مطابق جنهن ۾ اها تصديق ڪئي وڃي ته ته فرم ڪنهن به پروڪيورمينٽ ايجنسي طرفان پاران ملوث / مقدمو / بليڪ لسٽ نه هجي پڻ ٽيل معلومات، دستاويز ۽ ڏيتا بلڪل صحيح ۽ درست هجي. حلف نامو هر ڪمر لاءَ ڌار هجڻ ڪري جنهن ۾ لاڳاپيل مخصوص ڪمر/ٽينڈر جا تفصيل لکيل هجن. ان جو فارميٽ واٽ دستاويزن سان شامل آهي.

حلف نامو جمع ڪرائڻ جي آخري تاريخ کان اڳ اصل حالت ۾ جمع ڪرائڻ ضروري آهي آخري وقت کانپوءِ جمع ڪرايل حلف نامو قبول نه ڪيو ويندو.

ڪنهن به ٽينڈر تي صورت ۾ مٿال ڏيڻ ۽ ٽينڈر فيس ٽيڪنيڪل پروپوزل سان کولڻ کان جمع ڪرائڻ لازمي آهي. پي صورت ۾ دستاويز واپس نه ڪيا ويندا ۽ رد ڪيا ويندا.

ٽيڪنيڪل تجويز جيئن واٽ دستاويزن ۾ ذڪر ڪيل آهي:

مٿي ڏنل لازمي دستاويزن مان ڪنهن به هڪ جي جمع نه ڪرائڻ جي صورت ۾ ٽيڪنيڪل چندچاڻ جي بي ترتيبي جي ڪري منسوخ ٿي سگھي ٿي.

ڪامياب ۾ خراب ڪارڪردگي جي ڪمر ڇڏ مقرر وقت جي اندر ڪمر مڪمل نه ڪرڻ يا ان ويرين / ڪانٽي ۾ خراب ڪارڪردگي لاڳو ٿيل ايس پي آر اي قانون ۽ خريداري جي معيار اصولن مطابق واٽ کي رد ڪرڻ جو حاڪر بنياد سمجهيو ويندو. پروڪيورنگ ايجنسي کي اهو حق حاصل آهي ته اها ڪنهن به ويرين يا ڪانٽي جي واٽ ٽينڈر جي تصديق ڪري ۽ ڪنهن به اهڙي فرم جو واٽ رد ڪري ڇڏي جنهن جي آئوٽ ڪارڪردگي جو رڪارڊ خراب سمجهيو وڃي.

ڪنهن به جوائنٽ وينچر فرم کي واٽ جي عمل ۾ حصو وٺڻ جي اجازت نه هوندي.

ڪنهن به ڪنٽريڪٽر يا سپلائر جي ڪارڪردگي سخت سان منع آهي. جنهن به واٽ ڏيندڙ جيڪو ٽينڈر جي عمل جي حوالي سان پروڪيورنگ ايجنسي جي ڪنهن به آفيسر کي متاثر ڪرڻ، اثر انداز ٿيڻ جي ڪوشش ڪري يا رابطو ڪرڻ جي ڪوشش ڪري ته سندس ٽينڈر بغير ڪنهن ٻئي نوٽيس جي رد ڪيو ويندو ۽ ضابطن موجب ڪاروائي ڪئي ويندي.

پروڪيورنگ ايجنسي SPPRA قاعدي نمبر 25 جي مطابق واڌيڪ جي قسطيت کان اڳ ڪنهن به وقت بغير ڪنهن سبب جي واڌيڪ جي عمل کي منسوخ ڪرڻ جو حق محفوظ رکي ٿي.

واٽ جمع ڪرائڻ ۽ کولڻ جو اعلان/ هنڌ : ايڪزيڪيوٽو انجنيئر ايجوڪيشن ورڪس ڊويزن ٺٽو اي ميل: xen.ewd.thatto@gmail.com

ايگزيڪيوٽو انجنيئر
ايجوڪيشن ورڪس ڊويزن ٺٽو

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INF-KRY: 5280/26

# OFFICE OF THE EXECUTIVE ENGINEER
# EDUCATION WORKS DIVISION THATTA

## DRAFT NOTICE INVITING TENDER

1. Executive Engineer Education works Division Thatta invites sealed e-Bids/tenders on composite Schedule of Rate (CSR) 2024 from interested contractors / firms for procurement of following works:

**LIST OF WORK**

| S.No. | Name of Units / Schemes | Taluka | Estimated Cost in millions | Bid Security (In millions) | Completion Period | Tender Fee |
|---|---|---|---|---|---|---|
| | **MAINTENANCE & REPAIR PROGRAMME 2026-27:** | | | | | |
| 1 | GBPS Qasim Karmoon | Mirpur Sakro | 3.749 | 5% of Est. Cost | 04-Months | 3,000 |
| 2 | GBPS Sahid Kham Baloch | Mirpur Sakro | 6.567 | 5% of Est. Cost | 04-Months | 3,000 |
| 3 | GBPS Ibrahim Panhwer | Mirpur Sakro | 7.918 | 5% of Est. Cost | 04-Months | 3,000 |
| 4 | GBPS Molvi Sher Muhammad Pitafi | Ghora Bari | 4.000 | 5% of Est. Cost | 04-Months | 3,000 |
| 5 | GBPS Raza Muhammad Burj | Keti Bunder | 3.602 | 5% of Est. Cost | 04-Months | 3,000 |
| 6 | GBHSS Chatto Chand | Thatta | 6.853 | 5% of Est. Cost | 04-Months | 3,000 |
| 7 | Office of the Executive Engineer, Education Works Division Thatta | Thatta | 7.589 | 5% of Est. Cost | 04-Months | 3,000 |
| 8 | GBPS Amir Bux Jakhro | Thatta | 7.086 | 5% of Est. Cost | 04-Months | 3,000 |

| S.No. | Name of Units / Schemes | Taluka | Estimated Cost in millions | Bid Security (In millions) | Completion Period | Tender Fee |
|---|---|---|---|---|---|---|
| | **MAINTENANCE & REPAIR PROGRAMME 2026-27:** | | | | | |
| 9 | GBPS Lal Muhammad Khaskheli @ Soomar Khaskheli | Thatta | 3.564 | 5% of Est. Cost | 04-Months | 3,000 |
| 10 | GBPS Deen Muhammad Maree | Thatta | 3.955 | 5% of Est. Cost | 04-Months | 3,000 |
| 11 | GGPS Abdullah Shah Ashabi | Thatta | 6.877 | 5% of Est. Cost | 04-Months | 3,000 |
| | **(ADP No. 236 / 341, of 2026-27) Repair / Rehabilitation of Existing Primary / Elementary Schools (SDG # 4) (Rain / Flood Affected 2022) (14-Units) District Thatta @** | | | | | |
| 13 | GBPS M. Hassan @ Juman Sobhani Taluka Ghora Bari | Ghora Bari | 4.917 | 5% of Est. Cost | 04-Months | 3,000 |
| 14 | GBPS Haji Mehar Kapoorani | Ghora Bari | 4.417 | 5% of Est. Cost | 04-Months | 3,000 |

1 The blank tenders form / Standard Bidding Documents of above listed work are to be downloaded from https://portalsindh.eprocure.gov.pk and are to be submitted with payment of prescribed tender fee (non-refundable) in shape of pay order (cash money will not be accepted) in favour of Executive Engineer, Education Works Division Thatta.

2 The method of procurement will be Single Stage, Two Envelope.

3 All Bids (Technical & Financial) must be submitted online through EPADs portal before the deadline i.e 11:00 am on 07-12-2026 and no bid will be accepted if it is not submitted online on EPADS. However, Bid Security, Tender Fees, E-stamp Affidavit (on prescribed format & separate for each bid) & other relevant original documents must be submitted physically in original to the office before the deadline of submission of bid on epads. Documents submitted after deadline will not be accepted.

4 Technical Proposal of the participating firms will be opened on the same day on EPADS at 11:30 am by the Procurment Committee in presence of participating contractors / firms or their authorized representative who wish to be present while the financial bids will be opened later on.

5 In case any member of the procurement committee is not available due to any undesirable circumstances or if Government declares holiday the tender shall be submitted and opened on the next working day at the same time and venue.

6 In case the bids are un-responded, the next date will have a deadline up to 11:00 am on 29-12-2026 and opened on same day at 11:30 am

7 The TECHNICAL PROPOSAL opened shall be evaluated as per prescribed eligibility proformas of Technical Qualification consisting of Mandatory and Technical Evaluation Criterias attached with bidding documents. Technical Proposal must have a company profile along with the documents required for Technical Evaluation Criteria as mentioned in the bidding documents. The bidders have to qualify all the mandatory requirements and 70% passing marks on Technical Evaluation.

8 Financial bids / proposals of the technically qualified firms shall be opened on the date and time that will be communicated through EPADS portal. Financial bids / proposals of technically un-qualified contractors shall be returned to them unopened.

9 Tender shall be carefully and neatly filled and each page of the bidding documents must be signed by the bidders. Each bid must have a company profile along with the bid security as mentioned above in shape of Call Deposit in favour of undersigned. In-complete tender, over writing or conditional tender shall not be entertained.

10 All communication or clarification shall be made through EPADS portal only and no correspondence will be made through any other means. Bidders are responsible for regularly monitoring the EPADS portal.

11 Mandatory Qualification are to be submitted by the bidders in following sequences:

a. Valid Registration certificate from Pakistan Engineering Council on appropriate category to the value of each work (filled specialization CE-10) except for works costing upto Rs. 4.000 (M).

b. Active Registration with Income Tax Department, NTN Certificate must be attached.

c. Active Registration with Sindh Revenue Board, Sales Tax Registration Certificate must be attached.

d. Copy of valid CNIC of owners / proprietors original of the firms.

e. Authenticated Affidavit on e-Stamp (Rs.500) on attached format that the firm is not indulged / litigated / black listed by any procurement agency, also the given information, documents and data is absolutely true and correct. Affidavit should be separate for each work mentioning the details of the specific work / tender. The format is attached in the bidding documents. The affidavit must be submitted in original before the closing deadline. Affidavit submitted after closing time will not be accepted.

f. The bid security 5% (five percent) in the shape of Call Deposit issued from any Scheduled Bank of Pakistan in favour of the undersigned shall be submitted before the closing time of bid on epads. Call Deposits & Tender fees in shape of Pay Order of each work must be submitted along with relevant original documents. Bid Security & Tender Fees submitted after closing time of bid will not be accepted.

g. Technical Proposal as mentioned in the Bidding Documents.

12 Non-Submission of even one of the any of the above mandatory documents may lead to rejection irrespective of the Technical Evaluation.

13 Past non-performance, abandonment of work, failure to complete works within the stipulated time or poor performance in this division or any other division / department shall constitute valid grounds for rejection of the bid, as per applicable SPPRA Rules and standard procurement principles. The Procuring Agency reserves the right to verify the bidder's performance form any division or department and may reject the bid of any firm found with adverse performance history.

14 No joint venture firm will be allowed to participate in the bidding process.

15 Canvassing in connection with bids is strictly prohibited. Any bidder found influencing, attempting to influence, or contacting any official of the Procuring Agency regarding the tender process shall have their bid rejected immediately, and further disciplinary or legal action will be taken as per rules.

16 The Procuring Agency reserves the right to cancel the bidding process at any time without any reason prior to the acceptance of the bids as per SPPRA Rule No. 25.

17 Place of issuance, submission and opening will be: Address: Office of the Executive Engineer Education Works Division Thatta. E-mail Address:xen.ewd.thatto@gmail.com

18 Bid validity Period: Ninety (90) days.

**EXECUTIVE ENGINEER**
**EDUCATION WORKS DIVISION**
**THATTA**

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GOVERNMENT OF SINDH
SCHOOL EDUCATION &LITERACY DEPARTMENT

Karachi, Dated: 07th February, 2025

# NOTIFICATION

**NO.SO(GA)SE&LD/CRC-EW/1415/2024:** In pursuance of Rule – 31 of the Sindh Public Procurement Rules 2010, a Departmental Complaint Redressal Committee comprising of following Officers is constituted as under to resolve complaints of aggrieved bidder:-

1. **Superintendent Engineer (Education Works)** — **Chairman**
   Concerned Education Works Circle
   Education & Literacy Department
2. **Representative of District Account Officer** — **Member**
3. **Representative of Head of Procuring Agency** — **Member**

**ToRs:-**

To perform according to Rule-31 of SPPRA Rules 2010;
Perform any other function ancillary and incidental to the above.

**SECRETARY TO GOVT. OF SINDH**

**NO.SO(GA)SE&LD/CRC-EW/1415/2024:** Karachi, date the 2025

A copy is forwarded for information & necessary action to:-

The Chairman / Member of the Complaint Redressal Committee (CRC).
The P.S to Minister, Education & Literacy Department, Govt. of Sindh, Karachi.
The P.S to Secretary, School Education & Literacy Department, Govt. of Sindh.
Office Order File.
Official Website.

**( IQBAL JUNEJO )**
**SECTION OFFICER (GA)**

**GOVERNMENT OF SINDH**
**SCHOOL EDUCATION & LITERACY DEPARTMENT**

Karachi, dated 07th February, 2025

# NOTIFICATION

**NO.SO(GA)SE&LD/PRO-EW/14-15/2024:** In pursuance of Rule – 7 of the Sindh Public Procurement Rules, 2010, a Departmental Procurement Committee comprising of following Officers for procurement of works for various Educational Institutes/Offices/Line Department working under Administrative Control of Education & Literacy Department to be procured under ADP/Regular Budget/SNE of Education Department is constituted as under: -

| | | |
|---|---|---|
| 1. | Executive Engineer (Education Works)<br>Concerned Education Works Division<br>Education & Literacy Department | Chairman |
| 2. | Assistant Engineer<br>Local Government<br>Public Health Engineering Department | Member |
| 3. | Assistant Engineer (Education Works) of Headquarter<br>Concerned Education Works Division<br>Education & Literacy Department | Member |

**ToRs.**

- Preparing bidding documents;
- Carrying out technical as well as financial evaluation of the bids;
- Preparing evaluation report as provided in Rule 45 of SPPRA 2010;
- Making recommendations for the award of contract to the competent authority; and
- Perform any other function ancillary and incidental to the above.

The committee shall submit report within 15 days.

**SECRETARY TO GOVT. OF SINDH**

**NO.SO(GA)SE&LD/PRO-EW/14-15/202:** Karachi, dated the 07th February, 2025

A copy is forwarded for information & necessary action to:

1. All Members of the Committee.
2. PS to Senior Minister, Education & Literacy Sindh.
3. PS to Secretary, School Education & Literacy Department.
4. The PS to Secretary, Local Government Public Health Engineering Department.
5. Official Website.
6. Office Order File.

SCHOOL EDUCATION & LITERACY DEPARTMENT SINDH

07/02/25

**( IQBAL JUNEJO )**
**SECTION OFFICER (GA)**

**EDUCATION WORKS DIVISION THATTA**
**ANNUAL PROCUREMENT PLAN**
**(WORKS)**
**Financial Year 2026-2027**

| Sr. # | Description of Procurement | | Quantity (where applicable) | Estimated unit cost (where applicable) | Estimated Total Cost | Funds allocated | Source of funds | Proposed procurement method | Timing of procurements | | | | Remarks |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | 1st Qtr | 2nd Qtr | 3rd Qtr | 4th Qtr | |
| | **Maintenance & Repair Programme 2026-2027 @** | | | | | | | | | | | | |
| 1 | GBPS Qasim Karmoon | Mirpur Sakro | Civil Work | 3.749 | 3.749 | 3.749 | OTHER | Single Stage Two Envelope | 100% | - | - | - | |
| 2 | GBPS Sahid Khan Baloch | Mirpur Sakro | Civil Work | 6.567 | 6.567 | 6.567 | OTHER | Single Stage Two Envelope | 100% | - | - | - | |
| 3 | GBPS Ibrahim Panhwer | Mirpur Sakro | Civil Work | 7.918 | 7.918 | 7.918 | OTHER | Single Stage Two Envelope | 100% | - | - | - | |
| 4 | GBPS Molvi Sher Muhammad Pitafi | Ghora Bari | Civil Work | 4.000 | 4.000 | 4.000 | OTHER | Single Stage Two Envelope | 100% | - | - | - | |
| 5 | GBPS Raza Muhammad Burj | Keti Bunder | Civil Work | 3.602 | 3.602 | 3.602 | OTHER | Single Stage Two Envelope | 100% | - | - | - | |
| 6 | GBHSS Chatto Chand | Thatta | Civil Work | 6.853 | 6.853 | 6.853 | OTHER | Single Stage Two Envelope | 100% | - | - | - | |
| 7 | Office of the Executive Engineer, Education Works Division Thatta | Thatta | Civil Work | 7.589 | 7.589 | 7.589 | OTHER | Single Stage Two Envelope | 100% | - | - | - | |
| 8 | GBPS Amir Bux Jakhro | Thatta | Civil Work | 7.086 | 7.086 | 7.086 | OTHER | Single Stage Two Envelope | 100% | - | - | - | |
| 9 | GBPS Lal Muhammad Khaskheli @ Soomar Khaskheli | Thatta | Civil Work | 3.564 | 3.564 | 3.564 | OTHER | Single Stage Two Envelope | 100% | - | - | - | |
| 10 | GBPS Deen Muhammad Maree | Thatta | Civil Work | 3.955 | 3.955 | 3.955 | OTHER | Single Stage Two Envelope | 100% | - | - | - | |
| 11 | GGPS Abdullah Shah Ashabi | Thatta | Civil Work | 6.877 | 6.877 | 6.877 | OTHER | Single Stage Two Envelope | 100% | - | - | - | |
| | **(ADP No. 236 / 341 of 2026-27) Repair / Rehabilitation of Existing Primary / Elementary Schools (SDG # 4) (Rain / Flood Affected 2022) (14-Units) District Thatta @** | | | | | | | | | | | | |
| 12 | GBPS M. Hassan @ Juman Sobhani Taluka Ghora Bari | Ghora Bari | Civil Work | 4.917 | 4.917 | 4.917 | OTHER | Single Stage Two Envelope | √ | - | - | - | |
| 13 | GBPS Haji Mehar Kapoorani | Ghora Bari | Civil Work | 4.417 | 4.417 | 4.417 | OTHER | Single Stage Two Envelope | √ | - | - | - | |

**EXECUTIVE ENGINEER**
EDUCATION WORKS DIVISION
THATTA

# BIDDING DATA

| | | |
|---|---|---|
| a | **Name of Procuring Agency** | Executive Engineer Education Works Division Thatta. |
| b | **Brief Description of Works** | **(ADP NO. 236 / 341 OF 2026-27) REPAIR / REHABILITATION OF EXISTING PRIMARY / ELEMENTARY SCHOOLS (SDG#4) (RAIN / FLOOD AFFECTED 2022) (14-UNITS) DISTRICT THATTA @ GBPS HAJI MEHAR KAPOORANI TALUKA GHORA BARI** |
| c | **Procuring Agency's Address** | Executive Engineer Education Works Division Thatta. |
| d | **Estimated Cost** | Rs. 4.917 (Million) |
| e | **Bid Security** | 5% of Estimated Cost |
| f | **Period of Bid Validity (Days)** | 90 Days |
| g | **Performance Security** | 10% (5% submitted before award of work & 5% deducted from running bills) |
| h | **Percentage, if any, to be deduction from bills** | 8.00% Income Tax / 5.00% Security Deposit & 5% Sindh Sales Tax (Taxes may very as per Govt. Policy) |
| i | **Deadline for Submission of Bids along with time** | 15.12.2026 upto (11.00 a.m) |
| j | **Venue, Time and Date of Bid Opening** | Office of the Executive Engineer, Education Works Division Thatta at 15.12.2026 at (11.30 a.m) |
| k | **Time for completion from written order of commence** | 04 - Months |
| l | **Liquidity damages** | 0.05% Per Day of the contract price. |
| m | **Tender Fees** | Rs. 3,000 (Rupees Three Thousand only) (must be submitted through Pay Order in favour of "Executive Engineer, Education Works Division Thatta) |
| n | **Defect Liability Period** | 90 Days (03-Months) |

CONTRACTOR

EXECUTIVE ENGINEER
EDUCATION WORKS DIVISION
THATTA

# INSTRUCTIONS TO PROCURING AGENCIES

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

## A. Basis of Documents

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

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

## B. Contents of Documents

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

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

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

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

(i) Invitation for Bids

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

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

## C. Notice Inviting Tender/ Invitation for Bids/ Request for Expression of Interest

The "Notice Inviting Tender" is meant for publication of tenders for calling bids in the newspapers and SPPRA Website.

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

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

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

2. The non-refundable fee for the sale of Bidding Documents should be nominal so as to cover printing/reproduction and mailing costs and to ensure that only bona-fide bidders shall apply (SPP Rule 20).

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

4. If the venue of receipt of bids and the opening of bids is the same, the times for receipt and opening of bids are to be entered in last Para of the Notice Inviting Tender, otherwise indicate the name, address and exact location for the opening of bids. However the date for the receipt and the opening of bids shall be same (SPP Rule 41).

## D. Instructions to Bidders

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

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

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

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

## E. Bidding Data

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

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

## F. Schedules to Bid

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

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

## G. Conditions of Contract

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

## H. Contract Data

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

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

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

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

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

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

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

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

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

## I. Specifications

To be prepared and incorporated by the Engineer/Procuring Agency

## J. Drawings

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

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# INVITATION FOR BIDS

## INVITATION FOR BIDS

**Date: _____**
**Bid Reference No.: _____**

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

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

3. All bids must be accompanied by a Bid Security in the amount of Rs. _____ (Rupees _____)__or__ _____percentage of bid price in the form of (*pay order / demand draft / bank guarantee*) and must be delivered to_____(*Indicate Address and Exact Location*) at or before _____ hours, on _____ (Date). Bids will be opened at _____ hours on the same day in the presence of bidders' representatives who choose to attend, at the same address [*indicate the address if it differs*].

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

# INSTRUCTIONS
# TO BIDDERS
# &
# BIDDING DATA

## Notes on the Instructions to Bidders

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

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

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## INSTRUCTIONS TO BIDDERS

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

## A. GENERAL

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

### 1.1 Scope of Bid

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

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

### 1.2 Source of Funds

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

### IB.2 Eligible Bidders

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

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

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

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

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

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

(i) company profile;
(ii) works of similar nature and size for each performed in last *3/5* years;
(iii) construction equipments;
(iv) qualification and experience of technical personnel and key site management;

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

### IB.3 Cost of Bidding

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

## B. BIDDING DOCUMENTS

### IB.4 Contents of Bidding Documents

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

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

3. Conditions of Contract & Contract Data

4. Standard Forms:
   (i) Form of Bid Security,
   (ii) Form of Performance Security;
   (iii)Form of Contract Agreement;
   (iv) Form of Bank Guarantee for Advance Payment.

5. Specifications

6. Drawings, if any

### IB.5 Clarification of Bidding Documents

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

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

of contents of bidding documents in writing and procuring agency shall respond to such 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 issuing addendum.

6.2 Any addendum thus issued shall be part of the Bidding Documents pursuant to Sub-Clause 6.1 hereof, and shall be communicated in writing to all purchasers of the Bidding Documents. Prospective bidders shall acknowledge receipt of each addendum in writing to the Procuring Agency.

6.3 To afford interested bidders reasonable time in which to take an addendum into account in preparing their Bids, the Procuring Agency may at its discretion extend the deadline for submission of Bids.

## C. PREPARATION OF BIDS

**IB.7 Language of Bid**

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

**IB.8 Documents Comprising the Bid**

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

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

**IB.9 Sufficiency of Bid**

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

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

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

10.1 The bidder shall fill up the Schedule of Prices (Schedule A to Bid) indicating the percentage above or below the Composite Schedule of Rates/unit rates and prices of the Works to be performed under the Contract. Prices in the Schedule of Prices/Bill of Quantities shall be quoted entirely in Pak Rupees keeping in view the instructions contained in the Preamble to Schedule of Prices.

10.2 Unless otherwise stipulated in the Conditions of Contract, prices quoted by the bidder shall remain fixed during the bidder's performance of the Contract and not subject to variation on any account.

10.3 The unit rates and prices in the Schedule of Prices or percentage above or below on the composite schedule of rates shall be quoted by the bidder in the currency as stipulated in Bidding Data.

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

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

11.1 Pursuant to Clause IB.8, the bidder shall furnish, as part of its bid, documents establishing the bidder's eligibility to bid and its qualifications to perform the Contract if its bid is accepted.

11.2 Bidder must possess and provide evidence of its capability and the experience as stipulated in Bidding Data and the Qualification Criteria mentioned in the Bidding Documents.

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

12.1 The documentary evidence of the Works' conformity to the Bidding Documents may be in the form of literature, drawings and data and the bidder shall furnish documentation as set out in Bidding Data.

12.2 The bidder shall note that standards for workmanship, material and equipment, and references to brand names or catalogue numbers, if any, designated by the Procuring Agency in the Technical Provisions are intended to be descriptive only and not restrictive.

## IB.13 Bid Security

13.1 Each bidder shall furnish, as part of his bid, at the option of the bidder, a Bid Security as percentage of bid price/estimated cost or in the amount stipulated in Bidding Data in Pak. Rupees in the form of *Deposit at Call/ Payee's Order or a Bank Guarantee* issued by a Scheduled Bank in Pakistan in favour of the Procuring Agency valid for a period up to twenty eight (28) days beyond the bid validity date (*Bid security should not be below 1%.and not exceeding 5% of bid price/estimated cost SPP Rule 37*).

13.2 Any bid not accompanied by an acceptable Bid Security shall be rejected by the Procuring Agency as non-responsive.

13.3 The bid securities of unsuccessful bidders will be returned upon award of contract to the successful bidder or on the expiry of validity of Bid Security whichever is earlier.

13.4 The Bid Security of the successful bidder will be returned when the bidder has furnished the required Performance Security, and signed the Contract Agreement (SPP Rule 37).

13.5 The Bid Security may be forfeited:

(a) if a bidder withdraws his bid during the period of bid validity; or
(b) if a bidder does not accept the correction of his Bid Price, pursuant to Sub-Clause 16.4 (b) hereof; or
(c) in the case of a successful bidder, if he fails within the specified time limit to:

(i) furnish the required Performance Security or
(ii) sign the Contract Agreement.

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

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

14.2 In exceptional circumstances, Procuring Agency may request the bidders to extend the period of validity for a additional period but not exceeding 1/3 of the original period.The request and the bidders' responses shall be made in writing or by cable. A Bidder may refuse the request without forfeiting the Bid Security. A Bidder agreeing to the request will not be required or permitted to otherwise modify the Bid, but will be required to extend the validity of Bid Security for the period of the extension, and in compliance with IB.13 in all respects (SPP Rule 38).

14.3 All Schedules to Bid are to be properly completed and signed.

14.4 No alteration is to be made in the Form of Bid except in filling up the blanks as directed. If any alteration be made or if these instructions be not fully complied with, the bid may be rejected.

14.5 Each bidder shall prepare Original and number of copies specified in the Bidding Data of the documents comprising the bid as described in IB.8 and clearly mark them "ORIGINAL" and "COPY" as appropriate. In the event of discrepancy between them, the original shall prevail.

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

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

## D. SUBMISSION OF BID

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

15.1 Bids must be received by the Procuring Agency at the address/provided in Bidding Data not later than the time and date stipulated therein.

15.2 The inner and outer envelopes shall

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

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

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

15.5 Any bidder may modify or withdraw his bid after bid submission provided that the modification or written notice of withdrawal is received by the Procuring Agency prior to the deadline for submission of bids.

15.6 Withdrawal of a bid during the interval between the deadline for submission of bids and the expiration of the period of bid validity specified in the Form of Bid may result in forfeiture of the Bid Security pursuant to IB.13.5 (a).

## E. BID OPENING AND EVALUATION

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

16.1 The Procuring Agency will open the bids, in the presence of bidders' representatives who choose to attend, at the time, date and in the place specified in the Bidding Data.

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

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

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

16.4 (a) Prior to the detailed evaluation, pursuant to IB.16.7 to 16.9, the Engineer/Procuring Agency will determine the substantial responsiveness of each bid to the Bidding Documents. For purpose of these instructions, a substantially responsive bid is one which conforms to all the terms and conditions of the Bidding Documents without material deviations. It will include determining the requirements listed in Bidding Data.

(b) Arithmetical errors will be rectified on the following basis:

If there is a discrepancy between the unit price and total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between the words and figures the amount in words shall prevail. If there is a discrepancy between the Total Bid price entered in Form of Bid and the total shown in Schedule of Prices-Summary, the amount stated in the Form of Bid will be corrected by the Procuring Agency in accordance with the Corrected Schedule of Prices.

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

16.5 A Bid determined as substantially non-responsive will be rejected and will not subsequently be made responsive by the bidder by correction of the non-conformity.

16.6 Any minor informality or non-conformity or irregularity in a Bid which does not constitute a material deviation **(major deviation)** may be waived by Procuring Agency,

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

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

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

**(B) Minor Deviations**

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

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

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

16.8 Evaluated Bid Price

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

(i) making any correction for arithmetic errors pursuant to IB.16.4 hereof.

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

(iii) excluding **provisional sums** and the provisions for **contingencies** in the Bill of Quantities **if any**, but including **Day work,** where priced competitively.

**IB.17 Process to be Confidential**

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

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

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

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

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

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

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

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

## F. AWARD OF CONTRACT

### IB.18. Post Qualification

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

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

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

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

19.1 Subject to IB.19.2, the Procuring Agency will award the Contract to the bidder whose bid has been determined to be substantially responsive to the Bidding Documents and who has offered the lowest evaluated Bid Price, provided that such bidder has been determined to be qualified to satisfactory perform the Contract in accordance with the provisions of the IB.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 Rule 25).

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

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

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

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

**IB.21 Performance Security**

21.1 The successful bidder shall furnish to the Procuring Agency a Performance Security in the form and the amount stipulated in the Conditions of Contract within a period of fourteen (14) days after the receipt of Letter of Acceptance (SPP 39).

21.2 Failure of the successful bidder to comply with the requirements of Sub-Clauses IB.20.2 & 20.3 or 21.1 or Clause IB.22 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security.

21.3 Publication of Award of Contract: within seven days of the award of contract, the procuring shall publish on the website of the authority and on its own website, if such a website exists, the results of the bidding process, identifying the bid through procurement identifying Number if any and the following information:

(1) Evaluation Report;

(2) Form of Contract and letter of Award;

(3) Bill of Quantities or Schedule of Requirements. (SPP Rule 50)

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

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

(iii) Completion period offered is within specified limits,

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

(v) Bid does not deviate from basic technical requirements and

(vi) Bids are generally in order, etc.

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

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

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

# FORM OF BID AND SCHEDULES TO BID

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

Bid Reference No. _____
_____
_____
*(Name of Works)*

To:

_____
_____
_____

Gentlemen,

1. Having examined the Bidding Documents including Instructions to Bidders, Bidding Data, Conditions of Contract, Contract Data, Specifications, Drawings, if any, Schedule of Prices and Addenda Nos. _____ for the execution of the above-named works, we, the undersigned, being a company doing business under the name of and address _____ _____ and being duly incorporated under the laws of Pakistan hereby offer to execute and complete such works and remedy any defects therein in conformity with the said Documents including Addenda thereto for the Total Bid Price of Rs_____(Rupees_____) or such other sum as may be ascertained in accordance with the said Documents.

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

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

4. We undertake, if our Bid is accepted, to commence the Works and to deliver and complete the Works comprised in the Contract within the time(s) stated in Contract Data.

5. We agree to abide by this Bid for the period of _____ days from the date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

7. We undertake, if our Bid is accepted, to execute the Performance Security

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

8. We understand that you are not bound to accept the lowest or any bid you may receive.

9. We do hereby declare that the Bid is made without any collusion, comparison of figures or arrangement with any other person or persons making a bid for the Works.

Dated this _____day of _____, 20

Signature _____

in the capacity of _____duly authorized to sign bid for and on behalf of _____

*(Name of Bidder in Block Capitals)*

*(Seal)*

Address

_____

_____

_____

Witness:

(Signature)_____

Name:_____

Address: _____

_____

**[SCHEDULES TO BID INCLUDE THE FOLLOWING:**

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

## SCHEDULE – A TO BID

## SCHEDULE OF PRICES


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


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

## PREAMBLE TO SCHEDULE OF PRICES

### 1. General

1.1 The Schedule of Prices shall be read in conjunction with the Conditions of Contract, Contract Data together with the Specifications and Drawings, if any.

1.2 The Contract shall be for the whole of the works as described in these Bidding Documents. Bids must be for the complete scope of works.

### 2. Description

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

### 3. Units & Abbreviations

3.1 Units of measurement, symbols and abbreviations expressed in the Bidding Documents shall comply with the Systeme Internationale d' Unites (SI Units).

_____

_____

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

### 4. Rates and Prices

4.1 Except as otherwise expressly provided under the Conditions of Contract, the rates and amounts entered in the Schedule of Prices shall be the rates at which the Contractor shall be paid and shall be the full inclusive value of the works set forth or implied in the Contract; except for the amounts reimbursable, if any to the Contractor under the Contract.

4.2 Unless otherwise stipulated in the Contract Data, the premium, rates and prices entered by the bidder shall not be subject to adjustment during the performance of the Contract.

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

4.4 The whole cost of complying with the provisions of the Contract shall be included in the items provided in the Schedule of Prices, and where

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

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

4.5 (a) The bidder shall be deemed to have obtained all information as to and all requirements related thereto which may affect the bid price.

*(b) The Contractor shall be responsible to make complete arrangements for the transportation of the Plant to the Site.

*(Procuring Agency may modify as appropriate)*

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

## 5. Bid Prices

5.1 Break-up of Bid Prices

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

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

5.2 Total Bid Price

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

## 6. Provisional Sums and Day work

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

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

## SCHEDULE 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. | | | | |
| | **V. Miscellaneous Items** | | | |
| 1. | | | | |
| 2. | | | | |
| 3. | | | | |
| Total (*to be carried to Summary of Bid Price*)<br>*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 or not.*

*In case Procuring Agency decides to allow subcontracting then following conditions shall be complied with:*

1. No change of Sub-Contractors shall be made by the bidder without prior approval of the Procuring Agency.

2. The truthfulness and accuracy of the statement as to the experience of Sub-Contractors is guaranteed by the bidder. The Procuring Agency's judgment shall be final as to the evaluation of the experience of Sub-Contractors submitted by the bidder.

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

**SCHEDULE – D TO BID**

## PROPOSED PROGRAMME OF WORKS

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

**SCHEDULE – E TO BID**

## METHOD OF PERFORMING WORKS

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

- The sequence and methods in which he proposes to carry out the Works, including the number of shifts per day and hours per shift, he expects to work.
- A list of all major items of construction and plant erection, tools and vehicles proposed to be used in delivering/carrying out the works at site.
- The procedure for installation of equipment and transportation of equipment and materials to the site.
- 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)

Contract No._____ Dated _____
Contract Value: _____
Contract Title: _____

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

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

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

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

Notwithstanding any rights and remedies exercised by PA in this regard, [name of Supplier/Contractor/Consultant] agrees to indemnify PA for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to PA in an amount equivalent to ten 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 from PA.

……
[Procuring Agency] [Contractor]

# CONDITIONS OF CONTRACT

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## CONDITIONS OF CONTRACT


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## CONDITIONS OF CONTRACT

## 1. GENERAL PROVISIONS

### 1.1 Definitions

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

**The Contract**

1.1.1 "Contract" means the Contract Agreement and the other documents listed in the Contract Data.

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

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

**Persons**

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

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

1.1.6 "Party" means either the Procuring Agency or the Contractor.

**Dates, Times and Periods**

1.1.7 "Commencement Date" means the date fourteen (14) days after the date the Contract comes into effect or any other date named in the Contract Data.

1.1.8 "Day" means a calendar day

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

**Money and Payments**

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

does not include any allowance for profit.

**Other Definitions**

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

1.1.12 "Country" means the Islamic Republic of Pakistan.

1.1.13 "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 **Statutory Obligations**

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

## 2. THE PROCURING AGENCY

2.1 **Provision of Site**

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

2.2 **Permits etc.**

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

2.3 **Engineer's/Procuring Agency's Instructions**

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'S REPRESENTATIVES

3.1 **Authorised Person**

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

3.2 **Engineer's/Procuring Agency's Representative**

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

## 4. THE CONTRACTOR

4.1 **General Obligations**

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

4.2 **Contractor's Representative**

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

4.3 **Subcontracting**

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

4.4 **Performance Security**

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

## 5. DESIGN BY CONTRACTOR

5.1 **Contractor's Design**

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

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

5.2 **Responsibility for Design**

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

## 6. PROCURING AGENCY'S RISKS

6.1 **The Procuring Agency's Risks**

The Procuring Agency's Risks are:-

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

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

c) riot, commotion or disorder by persons other than the Contractor's personnel and other employees including the personnel and employees of Sub-Contractors, affecting the Site and/or the Works**;**

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

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

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

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

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

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

## 7. TIME FOR COMPLETION

### 7.1 Execution of the Works

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

### 7.2 Programme

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

### 7.3 Extension of Time

The Contractor shall, within such time as may be reasonable under the circumstances, notify the Procuring Agency/Engineer of any event(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 for the same; and the Procuring Agency may extend the time for completion as determined.

### 7.4 Late Completion

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

## 8. TAKING-OVER

### 8.1 Completion

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

8.2 **Taking-Over Notice**

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. REMEDYING DEFECTS

9.1 **Remedying Defects**

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

9.2 **Uncovering and Testing**

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

## 10. VARIATIONS AND CLAIMS

10.1 **Right to Vary**

The Procuring Agency/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 this Sub-Clause.

10.2 **Valuation of Variations**

Variations shall be valued as follows:

a) at a lump sum price agreed between the Parties, or

b) where appropriate, at rates in the Contract, or

c) in the absence of appropriate rates, the rates in the Contract shall be used as the basis for valuation, or failing which

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

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

10.3 **Changes in the Quantities.**

a) If the final quantity of the work done differs from the quantity in the Bill of Quantities for the particular item by more than 25 percent, provided the change exceeds 1 percent of the Initial Contract Price, the Procuring Agency/Engineer shall adjust the rate to allow for the change and will be valued as per sub clause 10.2.

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

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

10.4 **Early Warning**

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

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

10.5 **Valuation of Claims**

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

Procuring Agency's Risk, 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 Claim Procedure**

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 the value.

## 11. CONTRACT PRICE AND PAYMENT

11.1 (a) **Terms of Payments**

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

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

(b) **Valuation of the Works**

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

11.2 **Monthly Statements**

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

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

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

11.3 **Interim Payments**

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

11.4 **Retention**

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

11.5 **Final Payment**

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

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

11.6 **Currency**

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

**12. DEFAULT**

12.1 **Defaults by Contractor**

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

12.2 **Defaults by Procuring Agency**

If the Procuring Agency fails to pay in accordance with the Contract, 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 the Site.

12.3 **Insolvency**

If a Party is declared insolvent under any applicable law, the other Party may by notice terminate the Contract immediately. The Contractor shall then 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 the Works.

12.4 **Payment upon Termination**

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

a) any sums to which the Contractor is entitled under Sub-Clause 10.4,

b) any sums to which the Procuring Agency is entitled,

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

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

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

## 13. RISKS AND RESPONSIBILITIES

13.1 **Contractor's Care of the Works**

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

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

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

13.2 **Force Majeure**

If Force Majeure occurs, the Contractor shall notify the 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 the following:

a) any sums to which the Contractor is entitled under Sub-Clause 10.4,

b) the cost of his demobilization, and

c) less any sums to which the Procuring Agency is entitled.

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

## 14. INSURANCE

14.1 **Arrangements**

The Contractor shall, prior to commencing the Works, effect insurances of the types, in the amounts and naming as insured the persons stipulated in the Contract Data except for items (a) to (e) and (i) of the Procuring Agency's Risks under Sub-Clause 6.1. The policies shall be issued by insurers and in terms approved by the Procuring Agency. The Contractor shall provide the 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 OF DISPUTES

### 15.1 Engineer's Decision

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

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

### 15.2 Notice of Dissatisfaction

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

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

### 15.3 Arbitration

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

## 16 INTEGRITY PACT

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

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

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

# CONTRACT DATA

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

**Sub-Clauses of**
**Conditions of Contract**

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

1.1.4 **The Procuring Agency** means
_____
_____

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 **Time for Completion** _____ days

*(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 of priority:**

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

(*The 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 Commencement Date

3.1 **Authorized person:_____**

3.2 **Name and address of Engineer's/Procuring Agency's representative**

_____

4.4 **Performance Security:**

Amount_____

Validity_____

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

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

Specification Clause No's_____

7.2 **Programme:**

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

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

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

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

7.5 **Early Completion**

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

9.1 **Period for remedying defects**

_____

_____

10.2 (e) **Variation procedures:**

Day work rates_____

_____(details)

11.1 **Terms of Payments**

**a) Mobilization Advance**

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

(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 Procuring Agency;

(ii) Contractor will pay interest on the mobilization advance at the rate of 10% per annum on the advance; and

(iii) This Advance including the interest 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 1/5$^{th}$ of the advance **inclusive of the interest** thereon shall be recovered from each bill and the balance together with interest be recovered from the final bill. It may be insured that there is sufficient amount in the final bill to enable recovery of the Mobilization Advance.

OR

2) **Secured Advance on Materials**

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

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

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

(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 payment therefore;

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

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

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

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

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

(b) Recovery of Secured Advance:

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

(ii) As recoveries are made the outstanding accounts of the items concerned in Part II should be reduced b making deduction entries in the column; "deduct quantity utilized in work measured since previous bill," equivalent to the quantities of materials used by the contractor on items of work shown as executed in part I of the bill.

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

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

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

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

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

11.2 *(a) **Valuation of the Works:**

i) Lump sum price_____(details), or

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

iii) Lump sum price with bill of quantities_____(details), or

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

v) Cost reimbursable_____(details)

11.3 **Percentage of retention*:** *five (5%)*

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

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

**Type of cover**

The Works

**Amount of cover**

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

**Type of cover**

Contractor's Equipment:

**Amount of cover**

Full replacement cost

**Type of cover**

Third Party-injury to persons and damage to property

_____

*(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 be recovered**

Premium plus _____ percent (____%).

15.3 **Arbitration****

Place of Arbitration:_____

---

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

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

# 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)

Guarantee No._____
Executed on _____

(Letter by the Guarantor to the Procuring Agency)

Name of Guarantor (Scheduled Bank in Pakistan) with address:_____
Name of Principal (Bidder) with address:_____
_____
Sum of Security (express in words and figures):_____
_____
Bid Reference No._____ Date of Bid _____

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

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

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

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

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

(b) the Principal does not accept the correction of his Bid Price, pursuant to Sub-Clause 16.4 (b) of Instructions to Bidders, or

(c) failure of the successful bidder to

(i) furnish the required Performance Security, in accordance with Sub-Clause IB-21.1 of Instructions to Bidders, or

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

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

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

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

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

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

_____
Guarantor (Bank)

Witness:

1. _____

_____
Corporate Secretary (Seal)

2. _____

_____
(Name, Title & Address)

1. Signature _____

2. Name _____

3. Title _____

Corporate Guarantor (Seal)

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

Guarantee No._____
Executed on _____
Expiry Date

(Letter by the Guarantor to the Procuring Agency)

Name of Guarantor (Scheduled Bank in Pakistan) with

address:_____

Name of Principal (Contractor) with
address:_____
_____

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

Letter of Acceptance No._____ Dated _____

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

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

_____ (Name of Project).

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

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

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

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

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

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

_____
Guarantor (Bank)

Witness:

1. _____

_____
Corporate Secretary (Seal)

2. _____

_____
(Name, Title & Address)

1. Signature _____
2. Name _____
3. Title _____

_____
Corporate Guarantor (Seal)

## FORM OF CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT (hereinafter called the "Agreement") made on the _____ day of _____ 200 _____ between _____(hereinafter called the "Procuring Agency") of the one part and _____ (hereinafter called the "Contractor") of the other part.

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

NOW this Agreement witnesseth as follows:

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

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

   (a) The Letter of Acceptance;
   (b) The completed Form of Bid along with Schedules to Bid;
   (c) Conditions of Contract & Contract Data;
   (d) The priced Schedule of Prices/Bill of quantities (BoQ);
   (e) The Specifications; and
   (f) The Drawings

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

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

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

Signature of the Contactor
_____
(Seal)

Signature of the Procuring Agency
_____
(Seal)

Signed, Sealed and Delivered in the presence of:

Witness:

_____

(Name, Title and Address)

Witness:

_____

(Name, Title and Address)

## MOBILIZATION ADVANCE GUARANTEE

Guarantee No._____

Executed on_____

(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 the Contractor).

AND WHEREAS the Procuring Agency has agreed to advance to the Contractor, at the Contractor's request, an amount of Rs._____ Rupees _____) which amount shall be advanced to the Contractor as per provisions of the Contract.

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.

AND WHEREAS _____ (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 said Guarantee.

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 later than _____

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 an agreement, dated (hereinafter called the said agreement, the contractor has agreed to perform the under-mentioned works (hereinafter referred to as the said work):-

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

AND WHEREAS the contractor has applied to the ..... ..... ..... —..... ----- for an advance to him of Rupees ----------. (Rs. .....) on the security of materials absolutely belonging to him and brought by 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 WHEREAS the Government has agreed to advance to the Contractor the sum of Rupees, (Rs. ..... ) on the security of materials the quantities and other particulars of which are detailed in Part II of Running Account Bill (E). the said works signed by the contractor

Fin R.Form.l7.A

on---------- .....— and on such 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 said works.

NOW THIS INDENTURE WTTNESSETH that in pursuance of the said agreement and in consideration of the sum of Rupees.....---------- .....-.....— ..... (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 unto the Government the said materials by way of security for the said amount

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 aforesaid and 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) That the materials detailed in the said Running Account Bill (B) which have been

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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 make any application for or receive a further advance on the security of materials 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 as aforesaid.

(3) That the said materials detailed in the said Running Account Bill (B) and all other

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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* execution of the said works in accordance with the directions of the Divisional Officer----------(hereinafter called the Divisional Officer) and in 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 said amount.

(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 an officer authorized by him in that behalf

(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 such default be repayable by the Contractor to the Government together with interest thereon at twelve

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 said materials with the repayment to the Government of the said sum of Rupees ..... - ..... (Rs..... ) and any further sum or sums which may be advanced as aforesaid and a11 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 and the money owing shall not be paid to accordingly.

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 said works on behalf of the Contractor in accordance with the 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 the Contractor.

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

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

(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 settlement of which has not been hereinbefore expressly provided for the same shall be 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.

In witnesses whereof the* ----- -—_ _ ..... on behalf of the Governor of Sindh and the said..... —..... - ..... --have hereunto set 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 the contract.

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 particular procurement.

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. Other authoritative standards that ensure equivalence to the standards and codes specified will be acceptable.]

# *DRAWINGS

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

## OFFICE OF THE EXECUTIVE ENGINEER EDUCATION WORKS DIVISION THATTA

## Mandatory Qualification Criteria

Bidders who meet the following eligibility criteria / mandatory requirements would be declared responsive for further evaluation as per the Technical Evaluation Criteria specified in this bidding documents. Verifiable documentary proof for all following requirements is a mandatory requirement; non compliance of any below requirement will lead to disqualification. The bids disqualified / non-responsive shall not be eligible for further technical evaluation.

| S.No. | Mandatory Requirements | Remarks |
|---|---|---|
| 1 | Valid Registration Certification from Pakistan Engineering Council (PEC) | On appropriate category to the value of each work, with specialized codes CE-09 & CE-10 except for works below Rs. 4.000 (M). |
| 2 | Active Registration with Income Tax Department (FBR) | Active NTN / FBR Certificate must be attached along with income tax returns. |
| 3 | Active Registration with Sindh Revenue Board (SRB) | Active SRB / Sales Tax Certificate must be attached. |
| 4 | Copy of Valid CNIC of owners / proprietors of the firm | CNICs of owner / co-owners / all shareholders must be attached. Bid may be rejected if CNIC of even one is not attached. All CNICs must be valid. |
| 5 | Authenticated Affidavit on e-Stamp (Rs.500) on attached format that firm is blacklisted by any PA & all documents / information is true and correct. | Affidavit for each work but must be separately attached on the format attached in bidding documents and must be submitted in original before the closing deadline. Estamp must be verifiable and issued principally in the name of Education Works Division Thatta by the contractor / firm. One affidavit for all works will not be accepted. |
| 6 | Bid Security (5% of estimated cost) & relevant Tender Fees (Pay Order) must be scanned clearly & uploaded on epads website. | Original Bid Security & Tender Fees Pay Order must be submitted in original to the office before closing deadline, any CDR or PO submitted after deadline will not be accepted. |
| 7 | Technical Profile Proforma attached in bidding must be filled by the bidder and duly stamped and signed. | |
| 8 | Technical Proposal scanned & uploaded as mentioned in the bidding documents. | |

**Note: Non-Submission of any of the above mandatory documents may lead to rejection irrespective of the Technical Evaluation, documents only scanned and uploaded on EPADs portal will be considered and no document will be accepted after closing deadline. All CDRs, Pay Orders and Affidavits must be submitted physically before closing deadline.**



**Executive Engineer**
**Education Works Division**
**Thatta**

## OFFICE OF THE EXECUTIVE ENGINEER EDUCATION WORKS DIVISION THATTA

## Technical Evaluation Criteria

The bidders who meet the mandatory requirements would be declared responsive for further evaluation as per the Technical Evaluation Criteria. The evidence / documents will be checked / verified before opening of financial proposals and bidders technically qualified will be accepted and others will be rejected. Technical Bids if bidders qualifying mandatory requirements shall be evaluated on the score obtained and firms obtaining 70% marks will be considered qualified. The technical proformas attached must be fiiled by the bidder and the technical evaluation will be carried out on the following criteria:

| S.No. | Description | Marks Assigned |
|---|---|---|
| **A)** | **Professional Experience** | |
| 1 | Experience of the firm in years | 10 |
| 2 | Completed Project Experience of the Firm | 9 |
| 3 | On-going Project Experience of the Firm | 9 |
| **B)** | **Working Capacity** | |
| 4 | Skilled Manpower | 15 |
| 5 | Equipment Capabilities | 15 |
| C) | **Financial Capability** | |
| 6 | Bank statements | 8 |
| 7 | Working Capital | 12 |
| 8 | Income **Tax** Returns | 6 |
| 9 | Audited Financial Statements / Reports | 6 |
| 10 | Average Annual Turnover | 10 |
| | **Grand Total** | **100** |
| | **Passing Marks** | 70 |

The marking criteria for each of the category is assigned as below:

| S.No. | Description | Max **Marks** | Marking Criteria | Remarks |
|---|---|---|---|---|
| 1 | Experience of the Firm in Years | 10 | - 02 Marks for exp. under 01 years.<br>- 04 Marks for exp. b/w 01 to 03 years.<br>- 06 marks for exp. b/w 03 to 05 years<br>- 08 marks for exp. b/w 05 to 07 years.<br>- 10 marks for exp. above 07 years. | All documentary evidence showing firms history must be attached such as income tax returns, income tax registration, sales tax registrations financial records, old PEC license etc. |
| 2 | Project Experience of the Firm (03 completed works of similar nature in last 03 years in Govt. Sector) | 9 | - 03 marks for each completed similar work. | Work orders, contract agreement and satisfactory completion certificate duly signed. Only 03 relevant work orders and completion certificates must be attached. Bidders are requested not to attach excessive and dissimiliar work orders and certificates. |

| | | | | |
|---|---|---|---|---|
| 3 | Project Experience of the Firm (03 on-going works of similar nature in Govt. Sector) | 9 | - 03 marks for each on-going similar work. | Work orders and contract agreement. **Any work** whose **stipulated completion** period has lapsed as per the work order shall be treated as expired work and shall not be considered under ongoing works, unless supported by a formal time extension **(EOT)** issued by the concerned department. Bidders are requested not to attach excessive and dissimiliar work orders. |
| 4 | Skilled Manpower | 15 | - 05 marks for list of technical staff including (Contruction Manager , Site Engineer, Site Supervisor, Quaintity Surveyor, Etc.)<br>- 05 marks for their qualification documents in relevant field.<br>- 05 marks if more than 50% of the staff has experience of more than 05 years. | The list of engineers must reflect in the PEC license of the firm. Also, relevant qualification & experience certificates must be attached. The PA reserves the right to verify the authenticity of the staff and certificates through any means such as financial records, verification of documents etc. Qualification and experience of staff will not be considered if they are only mentioned in list and relevant documents are not attached. |
| 5 | Equipment Capabilities | 15 | - 01 mark for excavator<br>- 01 mark for earth rammer<br>- 01 mark for auto level<br>- 01 mark for water tanker<br>- 01 mark for tractor trolley<br>- 01 mark for concrete mixer<br>- 01 mark for lift set for concreting<br>- 01 mark for concrete vibrator<br>- 01 mark for wheelbarrows (min. 03)<br>- 01 mark of wooden formwork (min. 2000 sft along with props & Supports)<br>- 01 mark for steel cutting & bending machine<br>- 01 mark for Electric Generator (min l5KVA)<br>- 01 mark for grinding / polishing machine<br>- 01 mark for water curing system (pipes / motors etc.)<br>- 01 marks for safety equipment | The contractor shall possess all necessary machinery and equipment required for execution of school building works, including but not limited to excavation, concrete production, reinforcement, formwork, and finishing works. The PA may verify the ownership & availability of machinery / equipment and their fitness at any stage of the bidding process. |
| 6 | Bank Statement (Current & last 03 years) | 8 | - 02 marks latest bank statement (July 2026 to date).<br>- 02 mark for each subsequent previous year (July 2025 to June 2026, July 2024 to June 2025, July 2023 to June 2024) | The latest bank statement must be issued after date of debit of CDR & Pay Order submitted with the bid and must be duly stamped and signed by the bank. |

| | | | | |
|---|---|---|---|---|
| 7 | Working Capital (25% of the estimated cost) | 12 | - 12 marks for bank statement confirming 25% amount in bank account. | Must be verified from the latest bank statement attached as mentioned above and account balance certificate issued after date of debit must be attached. The account balance certificate must be duly signed and stamped by the bank. |
| 8 | Income Tax Returns (last 03 years) | 06 | - 02 mark for each year (2025-26, 2024-25, 2024-23). | |
| 9 | Audited Financial Statements / Reports (last 03 years) | 06 | - 02 mark for each year (2025-26, 2024-25, 2024-23). | The audited statements / reports must be audited from any registered Chartered Accountant firm licensed by ICAP. |
| 10 | Average annual turnover (over last 03 years) | 10 | - 02 marks if avg. annual turnover is equal to the estimated cost.<br>- 04 marks if avg. annual turnover is 1.5 times the estimated cost.<br>- 06 marks if avg. annual turnover is 2.0times the estimated cost.<br>- 08 marks if avg. annual turnover is 2.5 times the estimated cost.<br>- 10 marks if avg. annual turnover above 2.5 times the estimated cost. | The annual average turnover proforma filled by bidder must be attached. Zero marks will be given if turnover proforma duly signed and stamped by bidder is not attached. Turnover may be supported by bank statements, FBR returns and audited accounts for last three years. Turnover claimed must be consistent across all documents, any major discrepancy may lead to rejection of bid. |

**Note: Bidders shall submit only the** specific **number and period of documents required under the Evaluation Criteria. In** case **excessive/additional documents, work orders, bank statements, tax returns or other supporting documents are submitted, the Procuring Agency shall have the discretion to select and evaluate only the required number of relevant documents; all remaining**

**The procuring agency reserves the right to verify the authenticity of the documents submitted from any department / institution / company at any stage of the bidding process. No document will be considered if it is not uploaded on EPADS portal and is submitted after closing deadline. Legal action will be taken against any bidder submitting**

**Executive Engineer**
**Education Works Division**
**Thatta**

OFFICE OF THE EXECUTIVE ENGINEER EDUCATION WORKS DIVISION **THATTA**

**TECHNICAL** PROFILE PROFORMA

(to be filled by the bidder & to be attached in the Technical Proposal)

Name **of Firm:**

| S.No. | **Critieria** | **Decription** | **Remarks** |
|---|---|---|---|
| 1 | Experience of the Firm in Years | No of years: _____ | |
| 2 | Project Experience of the firm (03 completed works of similar nature in last 03 years in Govt. sector) | 1) Name of Work: _____<br>Department: _____<br>Date of Start: _____<br>Date of Completion: _____<br>2) Name of Work: _____<br>Department: _____<br>Date of Start: _____<br>Date of Completion: _____<br>3) Name of Work: _____<br>Department: _____<br>Date of Start: _____<br>Date of Completion: _____ | |
| 3 | Project Experience of the firm (03 ongoing works of similar nature in last 03 years in Govt. sector) | 1) Name of Work: _____<br>Department: _____<br>Completion Period: _____<br>Date of Start: _____<br>Stipulated Date of Completion: _____<br>2) Name of Work: _____<br>Department: _____<br>Completion Period: _____<br>Date of Start: _____<br>Stipulated Date of Completion: _____<br>3) Name of Work: _____<br>Department: _____<br>Completion Period: _____<br>Date of Start: _____<br>Stipulated Date of Completion: _____ | |
| 4 | Skilled Manpower | Total No. of Staff: _____<br>No. of Staff having more than 50% experience: _____ | |
| 5 | Working Capital | Rs. _____/- | |
| 6 | Average Annual Turnover (last 03 years) | Rs. _____/- | |

**It is certified that the above mentioned information is true and is complimented by the Technical proposal submitted online. The undersigned accepts that any variation in the above mentioned information** and **technical proposal may** lead **to rejection of** bid and **actions** as per rules / policies.

**Stamp & Signature of Contractor**
Name **of Onwner / Proprietor**

OFFICE OF THE EXECUTIVE ENGINEER EDUCATION WORKS DIVISION THATTA

## Annual Average Turnover Proforma

(to be filled by the bidder & to be attached in the Technical Proposal)

Name of Firm:

| S.No. | Year | Annual Turnover (Rs.) | Remarks |
|---|---|---|---|
| 1 | 2025 - 2026 | | |
| 2 | 2024 - 2025 | | |
| 3 | 2023 - 2024 | | |
| | Average Annual Turnover (last 03 years) | | |

It is certified that the above mentioned information is true and is complimented by the Technical proposal submitted online. The undersigned accepts that any variation in the above mentioned information and technical proposal (bank statements, income tax returns, audit reports etc.) may lead to rejection of bid and actions as per rules / policies.

Stamp & Signature of Contractor
Name of Onwner / Proprietor

# OFFICE OF THE EXECUTIVE ENGINEER EDUCATION WORKS DIVISION THATTA

## Template for Affidavit

(to be attached with Bid on verifiable e-stamp of Rs. 500 for each work)

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# AFFIDAVIT

I, _____ S/D/W/O _____ holding CNIC No. _____, residing at _____, being the authorized representative of Mls _____(hereinafter called "the Firm"), do hereby solemnly affirm and declare as under:

1. That the Firm is a legally registered entity and is actively engaged in its relevant business activities.
2. That neither the Firm nor its owners/directors/partners has ever been **blacklisted, debarred, or suspended** by any Government Department, Semi-Government Organization, Autonomous Body, or any National/International organization.
3. That the Firm is **not involved in any litigation** before any court of law, tribunal, or arbitration forum that may affect its performance or eligibility in the said bidding process, except as disclosed (if any): _____
4. The firm is not involved in aby rescinded / abandoned works for the past 05 years, except as disclosed (if any): _____
5. That the Firm has **not been involved in any fraudulent, corrupt, collusive, coercive, or unethical practices** in any procurement process.
6. That the Firm has **no outstanding dues, liabilities, or recoveries** payable to any Government Department, Semi-Government Organization, or tax authority including but not limited to FBR, SRB, or any other relevant authority.
7. That all documents, certificates, information, and statements submitted along with the bidding documents are **true, correct, complete, and genuine,** and nothing has been concealed or misstated therein.
8. That in case any document or information submitted by the Firm is found false, forged, or misleading at any stage, the procuring agency shall have the right to **reject our bid, terminate contract (if awarded), and initiate legal action including blacklisting** as per applicable rules.
9. That this affidavit is being executed for the purpose of submission in the bidding process for _____ (name of work) at S.No. _____ of NIT No. _____

(Signature & Stamp of Firm)
(Name of Owner / Proprietor of Firm)
(Name of Firm)

# SUMMARY OF BID COST

**NAME OF WORK:** **ADP No. 236 / 341 of FY 2026-27: Repair / Rehabilitation of Existing Primary / Elementary Schools (SDG#4) (Rain / Flood Affected 2022) (14 Units) District Thatta @ GBPS HAJI MEHAR KAPOORANI TALUKA GHORA BARI**

| S.NO. | ITEMS OF WORKS | AMOUNT / COST |
|---|---|---|
| **PART-A** | **(CIVIL WORKS)** | |
| (i) | Cost of Schedule Items. | 3,462,269 |
| (ii) | _____% above / below premium on schedule items | |
| (iii) | Cost of Non-Schedule Items | ---- |
| | **Total Part-A (Civil Work)** | |
| **PART-B** | **(WATER SUPPLY & SANITARY FITTING)** | |
| (i) | Cost of Schedule Items. | 42,017 |
| (ii) | _____% above / below premium on schedule items | |
| (iii) | Cost of Non-Schedule Items | 28,542 |
| | **Total Part-B (Water Supply & Sanitary Fitting)** | |
| | **Total Part- (A+B)** | |
| **PART-C** | Add: Cost of (SRB) 15% | |
| | **Total Amount of Bid Cost** | |

**(Amount in words):** _____

_____

**CONTRACTOR**

**EXECUTIVE ENGINEER**
EDUCATION WORKS DIVISION
THATTA

# S C H E D U L E - B

**Name of Work: -** ***ADP No. 236 / 341 of FY 2026-27: Repair / Rehabilitation of Existing Primary / Elementary Schools (SDG#4) (Rain / Flood Affected 2022) (14 Units) District Thatta @ GBPS HAJI MEHAR KAPOORANI TALUKA GHORA BARI***

## *Civil Work*

| SR# | ITEM OF WORK | QTY: | | RATE | UNIT | AMOUNT |
|---|---|---|---|---|---|---|
| | **SCHEDULE ITEM** | | | | | |
| 1 | Dismentling Cement Concrete rinforced separating reinforcement from concrete cleaning and striaghtening the same (S.I.No.20 P-11). | 36 | Cft | 229.72 | P.Cft | 8,270 |
| 2 | Dismentling Stone Masonary is lime Cement. (S.I.No.3 P/9). | 70 | Cft | 39.61 | P.Cft | 2,773 |
| 3 | Dismentling Block Masonary is lime Cement. (S.I.No.3 P/9). | 131 | Cft | 50.7 | P.Cft | 6,642 |
| 4 | Excavation in foundation of Building, Bridges and other structures including degebelling dressing refiling around structure with refilling around structure with excavaed earth Watering and ramming lead upto 5' feet.(B) (In ordinary soil). (S.I # 18-b p). | 347 | Cft | 11.88 | P.Cft | 4,122 |
| 5 | Cement concrete brick or stone ballast 1-1/2" to 2" guage ratio 1:5:10 | 410 | Cft | 296.96 | P.Cft | 121,754 |
| 6 | Coursed Ruble Masonry Ratio (1:6) including Hammer Dressing in Foundation & Plinth (S.I.No.2 (iv), P-27). | 954 | Cft | 260.75 | P.Cft | 248,756 |
| 7 | Filling watering and ramming earth in floor with new earth excavated from outside lead upto one chain and left upto 5 feet (S.I.No.22 P-5). | 1,341 | Cft | 47.02 | P.Cft | 63,054 |
| 8 | Damp Proof Course wth Cement sand and shingle concrete (1:2:4) in/c 2 coat of asphaltic mixture. (S.I.No.28 P-19). | | | | | |
| | **3" Thick** | 382 | Sft | 148.71 | P.Cft | 56,831 |
| | **2" Thick** | 47 | Sft | 126.97 | P.Cft | 5,968 |
| 9 | Coursed Rubble Masonary hammer dressed in Ground Floor super structure with cement sand mortor Ratio 1:6 (S.I.No.4-diii P-28). | 1,792 | Cft | 291.01 | P.Cft | 521,490 |
| 10 | Providing & Laying 1:3:6 cement concrete solid block masonary wall above 6" in thickness set in 1:6 cement mortor in Ground Floor, Super Structure including raking out joint curring etc complete. (S.I.No.23/P-19). | 131 | Cft | 493.79 | P.Cft | 64,686 |
| 11 | R.C.C work including all labour and material except the cost of steel reinforcement and its labour for bending and binding which will be paid separately. This rate also includes all kinds of forms, moulds, lifting, shuttering, curing, rendering and finishing the exposed surface (including screening and washing of shingle (a) R.C.C work in roof slab, beams, columns, rafts, lintels and other structural members laid in situ or precast laid in position. Complete in all respects (i) Ratio 1:2:4 90 lbs. (S.I.No. 6(a)/i/C-4) | 793 | Cft | 717.59 | P. Cft | 569,049 |
| 12 | Fabrication of Deformed Bars reinforcement for cement concrete including cutting, bending, laying in Position, making joints and fastening including cost of binding wire (also includes removal of rust from bars as directed by the Engineer Incharge. | 38.94 | Cwt | 18,934.02 | P.Cwt | 737,291 |
| 13 | P/F G.I frames / Chowkats of size 7"x2" or 4-1/2" x 3" for doors using 20 gauge G.I. sheet i/c welded hinges and fixing at site with necessary hold fasts filling with cement sand slurry of ratio 1:6 and repairing the jambs. The cost also I/c all carriage tools and plants used making and fixing.(S.I.No: 29/P-93) | 67 | Rft | 690.67 | P.Rft | 46,275 |

| SR# | ITEM OF WORK | QTY: | | RATE | UNIT | AMOUNT |
|---|---|---|---|---|---|---|
| 14 | P/F G.I frames / Chowkats of size 7"x2" or 4-1/2" x 3" for windows & vent. using 20 gauge G.I. sheet i/c welded hinges and fixing at site with necessary hold fasts filling with cement sand slurry of ratio 1:6 and repairing the jambs. The cost also I/c all carriage tools and plants used making and fixing.(S.I.No: 28/P-93) | 146 | Rft | 908.25 | P.Rft | 132,605 |
| 15 | S/F in position iron / steel grill of 3/4" x 1/4" of solid bars size flate iron of approved design in/c painting 3 coats etc complete (wt. not less then 3.7lbs of finsihing grill) (S.I.NO.26 /P-93) | 55 | Sft | 833.27 | P.Sft | 45,830 |
| 16 | Kail wood wrought joinery in doors and windows etc fixed in position in/c chowkhast hold fasts hings, iron tower bolts chocks cleats handles and cords with hooks etc (S.I.No.7 P-58). | 139 | Sft | 1334.33 | P.Sft | 185,472 |
| 17 | Cement Plaster 1:6 up to 12 feet height, 3/4"thick.(S.I No.13-C P-52). | 2,215 | Sft | 49.12 | P.Sft | 108,801 |
| 18 | Cement Plaster 1:4 up to 12 feet height, 3/8"thick.(S.I No.13-C P-52). | 2,215 | Sft | 37.78 | P.Sft | 83,683 |
| 19 | Cement Plaster 1:6 up to 12 feet height, 1/2"thick.(S.I No.13-C P-52). | 559 | Sft | 37.01 | P.Sft | 20,689 |
| 20 | Cement Pointing Raseid on stone work in cement mortor1:3 (S.I.No.20-cii P-53) | 1,176 | Sft | 32.54 | P.Sft | 38,267 |
| 21 | Making Notice Board made with cement (S.I.NO.1 P-95) | 64 | Rft | 177.78 | P.Rft | 11,378 |
| 22 | P/L C C topping cement concrete 1:2:4 in/c surface finishing and dividing into pannels pannels (S.I.No.16d P-42). | | | | | |
| | **2" Thick** | 1,502 | Sft | 108.75 | P. Sft | 163,343 |
| | **3" Thick** | 888 | Sft | 145.00 | P. Sft | 128,760 |
| 23 | Primary coat of chalk under distemper. (S.I.No.23,P.54). | 3,802 | Sft | 3.59 | P. Sft | 13,649 |
| 24 | Distempering 03-Coats (S.I No 24 (b), P-54) | 3802 | Sft | 17.23 | P. Sft | 65,508 |
| 25 | Painting new surface © Preparing surface and painting of doors and windows any type (in/c edges) (I&II) 3 coats (S.I.No.5©/I&iiC-11) | 287 | Sft | 25.52 | P. Sft | 7,324 |
| | | | | **Schedule Item Total Rs:** | | **3,462,269** |

***CONTRACTOR***

***EXECUTIVE ENGINEER***
***EDUCATION WORKS DIVISION***
***THATTA***

# S C H E D U L E - B

**PART-B**

**NAME OF WORK:-** ***ADP No. 236 / 341 of FY 2026-27: Repair / Rehabilitation of Existing Primary / Elementary Schools (SDG#4) (Rain / Flood Affected 2022) (14 Units) District Thatta @ GBPS HAJI MEHAR KAPOORANI TALUKA GHORA BARI***

| S.No | Description | MEASUREMENT | | | | Quantity | Amount. |
|---|---|---|---|---|---|---|---|
| | | No. | Length | Width | Height/ Depth | | |
| 1 | P/F squating type white glazsed earthen ware W.C. pan with I/c cost of flushing cistern with internal fitting and flush pipe with bend and making requisite number of holes in walls plinth & floor for pipe connections & making good in cement concrete 1:2:4. (a) W.C. pan of not less than 19" clear opening between flushing rims and 3 gallons flushing tank (i) with 4@ dia C.I. trape.(S.I.No.1(b-i)/P-184). | **2** | | | **10440.50** | P.No | Rs 20881 /- |
| 2 | S/F Consealed tee-stop cock of superior quality with cp head 1/2" dia (S.I.No.12-b/P-8) Lav: I/S | **2** | | | **1673.10** | P.No | Rs 3346 /- |
| 3 | S.F long bib cock of superior quality with C.P head 1/2" dia (S.I.No.13-a/ P-198). Lav: I/S | **2** | | | **2316.60** | P.No | Rs 4633 /- |
| 4 | P/F in Postion nyloon connetion complete with 1/2" dia brass stop cock with pair of barss nuts and lining joints to nyloon connection (P.No 23 S.No 198) | **2** | | | **637.65** | **Each** | 1275 /- |
| 5 | P/F handle valves (China) (S.I.No.5-a/P-197). **1/2"dia** | **2** | | | **1614.60** | **Each** | 3229 /- |
| 6 | P/F uPVC pipe (PAK ARAB or equivalent) Schedule 40 on surface or cancealed masonery / cement concrete or R.C.C upto required height jointing by using solvent (AGM or equivalent) an making in good with C.C i/c curing finishing etc complete. This rate also i/c all kind of labour, meterial cartage etc as aproved by Engineer incharge. (R.A). | | | | | | |
| b) | **3/4" dia uPVC pipe** | 20.0 | | @ | 199.83 | P.Rft | 3996.6 /- |
| c) | **4" dia uPVC pipe** | 10.0 | | @ | 465.53 | P.Rft | 4655.3 /- |
| | | | | | | **Total S.Item:-** | **42017** /- |

**NON SCHEDULE ITEM**

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| 1 | Providing & fixing Mono Block Water Pumping Set 1/2 H.P single phase 220 volts 2850 RPM with 1" x 1-1/4" suction and delivery 50 feet head i/c making C.C 1:3:6 plateform of required size and fixing with nuts and bolts. (Local Make). (R/A). | | | | | | |
| | Water Pump. | 1 | | @ | 28542.00 | Each | 28542 /- |
| | | | | | | **Total N.S.Item:-** | **28542** /- |

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