

No: A.D/DP&DWS/CT&AD/GRANT-NIT/2016-17/456-A

GOVERNMENT OF SINDH DIRECTORATE OF PLANNING & DEVELOPMENT WORKS SINDH

CULTURE, TOURISM & ANTIQUITIES DEPARTMENT. Plot No. C-82. Clifton B-2

KARACHI, Dated: 31. 03

MINUTES OF MEETING REGARDING OPENING OF TENDER PROPOSALS VIDE NO.A.D/DP&DWS/CT&AD/GRANT-NIT/2016-17/726 DATED: 14TH MARCH, 2017 HELD ON 31ST MARCH, 2017 IN THE OFFICE OF ASSISTANT DIRECTOR DP&DWS, CULTURE, TOURISM & ANTIQUITIES DEPARTMENT, GOVERNMENT OF SINDH, PLOT NO. C-82, CLIFTON BLOCK – 2 KARACHI (SPPRA SR. NO. 32108).

Meeting of Procurement Committee for opening of tenders vide NIT A.D/DP&DWS/CT&AD/GRANT-NIT/2016-17/726 dated: 14th March, 2017 sealed tender proposals under provision of SPP Rules-2010 (amended 2017) dropped in tender box and opened at 12:00 noon on 31st March, 2017 under the Chairmanship of Director DP&DWS, in the office of Assistant Director DP&DWS, Culture, Tourism & Antiquities Department, Government of Sindh at Plot No.C-82, Clifton B-2, Karachi. The meeting started with the name of Almighty Allah. (List of participants attached).

The total 3 (Three) numbers of tender documents were sold to interested contractors/firms for Up gradation and improvement of library at Quaid-e-Azam Muhammad Ali Jinnah house Museum Karachi and 3 (Three) sealed envelopes were received from the participating firms/contractors. The opening and evaluation of bids were processed vide SPP Rules-2010 (amended 2017). The procurement committee and participants attendance sheet is attached.

THE NAMES OF PARTICIPATED FIRMS / COMPANIES ARE AS FOLLOWS:

S.#	NAME OF FIRM / COMPANY	S.#	NAME OF FIRM / COMPANY
01	M/s WSKB & Co.	02	M/s Saif Enterprises
03	M/s Jalil Ahmed Mahar	04	M/s

The bidding proposals opened one by one, checked and verified by the procurement committee, in presence of contactors/bidders/their representatives and the result of bidders was declared as attached bid evaluation reports and comparative statements.

The meeting ended with the vote of thanks to and from the chair.

(AIJAZ AMMED SHAIKH)

Deputy Director CT&AD, Government of Sindh

(ALJAZ AHMEDESHAIKH)

Deputy Director Directorate General

Culture, Tourism & Antiquities Department Government Of Sindh

> FARIOBAL) Executive Engineer (SCUG) Local Government of Sindh

Member

(ROSHAN ALI KANASR

Director (DP&DWS)

CT&AD, Government of Sindh Chairman

(ROSHAN ALI KANASRO) Director

Directorate of Planning & Development Works Sindh MUHAMMAD TANWEER Executive Engineer

Planning Dev. Moditoring Imp & Cell Culture, Tourism a Antiquities Department

Government of Sindh (MUHAMMAD TANWEER) Executive Engineer (DP&DWS) CT&AD, Government of Sindh

Member/Secretary

Section Officer Information & Archives Deptt, Government of Sindh

Member

ZAFAR IQBAL

EXECUTIVE ENGINEER (S.C.U.G) Local Government Department Karachi

ATTENDANCE SHEETOF COMMITTEE & CONTRACTORS

NIT REF. A.D/DP&DWS/CT&AD/GRANT-NIT/2016-17/726 Dated: 14.03.2017
OPENING OF TENDER PROPOSAL ON 31.03.2017 AT 11.00 AM
HELD IN THE OFFICE OF ASSISTANT DIRECTOR (DP&DWS)
CULTURE, TOURISM AND ANTIQUITIES DEPARTMENT,
GOVERNMENT OF SINDH

SR.#	NAME OF OFFICER	DESIGNATION/DEPARTMENT	SIGNATURE
1	Mr. Roshan Ali Kanasro Chairman	Director (DP&DWS) Culture, Tourism & Antiquities Department, Government of Sindh	Se As
2	Mr. Aijaz Ahmed Shaikh Member	Deputy Director (D.G Culture) Culture, Tourism & Antiquities Department, Government of Sindh	34
3	Engr. Zafar Iqbal Member	Executive Engineer (SCUG) Local Government of Sindh	· diate
4	Mr. Altaf Hussain Memon Member	Section Officer Information & Archives Department, Government of Sindh	1 Auril
5	Mr. Muhammad Tanweer Member / Secretary	Executive Engineer (DP&DW\$) Culture, Tourism & Antiquities Department, Government of Sindh	L'active du la constante

ATTENDANCE SHEET OF CONTRACTORS

SR. #	NAME OF FIRM	NAME OF PARTICIPANT	SIGNATURE
1	W.S.K.BACO	codial al Bhats	
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3	M/S Jal 11 Mahas	Jarli	
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MUHAMMAD TANWEER

Executive Engineer

Executive Executiv

(ROSHAN ALI KANASRO)

Director

Directorate of Planning &

Development Works Sindh

UP GRADATION AND IMPROVEMENT OF LIBRARY AT QUAID-E-AZAM MUHAMMAD ALI JINNAH HOUSE MUSEUM AT KARACHI (Grant)

		COMP	ARATIVI	E STATEN	MENT				
				M/s Saif E	Enterprises	M/s Jalil Al	nmed Mahar	M/s W	SKB & Co.
S.NO	DESCRIPTION	Qty	Unit	Rate	Amount	Rate	Amount	Rate	Amount
1	Dismantling/Removing cement concrete plain very carefully to damage the old structure or as directed by Engineer i/c the cost of disposal of waste material out side of the muncipal limits.	450.00	P-Cft	32.00	14400	37.00	16650	36.00	16200 •
2	Cement concrete plain 1: 3: 6 including placing compacting, finishing and curing, complete (including screening and washing at stone aggregate without shuttering or as directed by Engineer Incharge very carefully to avoid any sort of damage to old structure.	450.00	P-Cft	175.00	78750	192.00	86400	183.00	82350
3	Provision for providing and fixing of mosaic marble in flooring of same size used in building 1" thick fine dressed on the surface without winding set in lime mortar 1:2 including rubbing and polishing of the joints. of existing library to match the existing shape of building very carefully without any damaging the old structure or as directed by Engineer incharge.	450.00	P-sft	879.00	395550	925.00	416250	900.00	405000
4	Provision for removal of termite effected and damaged Burma Teak Roof of Library with very carefully and providing and fixing of new burma teak wood roof in same design and shape to avoid any kind of damage the existing structure i/c the cost of disposal of waste material, labour, scafolding etc complete in all respoect.	630.00	P-Sft	5,740.00	3616200	6,100.00	3843000	5,850.00	3685500

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MUHANNA TANNE ENGINE ECENT

(AIJAZ ATMED SHAIKH)
Deputy Director
Directorate General
Culture, Tourism & Antiquities Department
Government Of Sindh

(ROSHAN ALI KANASRO)
Director
Directorate of Planning &
Development Works Sinds

5	Dismantling and removing of old block masonary/(additional work in building) of closed door of library to match the existing shape of building for opening purpose very crefully to avoid any kind of damage to the existing building.	140.00	P-sft	15.00	2100	18.00	2520	19.00	2660
4	First class deodar wood wrought, joinery in doors and windows etc, fixxed in position including chowkats hold fasts hinges, iron tower bolts, chocks cleats, handles and cords with hooks, etc.(a) 2" thick Deodar panelled or panelled and glazed, or fully glazed. i/c Glass panelling as of exisitnig doors to match the old work very care fully to avoid any kind of damage old structutre.	160.00	P-Sft	1,870.20	299232	1,900.00	304000	1,950.00	312000
6	Very crefully cleaning/washing Existing stone masonary with Wax/Caustic Soda/toluene(S-Free)/ or sand blasting for complete chemical cleaning to avoid any kind of damage to the old structure i/c the cost of scafolding labour etc complete in alla respect.		P-Sft	18.00	24300	22.00	29700	21.00	28350
7	Provision made for Racking and filling of cracks/joints with lime ,stone dust, bond and colour pigment to match the original colour shape i/c scafolding, labour material etc complete in all respects very carefully to avoid any kind of damage to the old structure		P-Sft	45.00	8100	52.00	9360	49.00	8820
8	Provision made for Providing and laying lime pointing 1:2 to match color of the building on stone masonary wall including the cost of preparing joints or damaged corners/stones fixing and removing scafolding and cleaning the site etc complete as directed by Engineer Incharge.(I) In lime mortar 1:2 very carefully to avoid any kind of damage to the old building.	1,350.00	P-Sft	24.00	32400	28.00	37800	27.00	36450

EXECUTIVE ENGINEER (S.C.U.G)
Local Government Department

SECTION OVER THE SECTION OF SINGE KARACHA.

MUHAMMAD TAAAVV Executive Engineer & Ecet Planning Dest Houlding Snoth

(AIJAZ AFMED SHAIKH)

DEPUTY DIRECTOR

DIRECTORATE GENERAL

Culture, Tourism & Antiquities Department

Government Of Sindh

(ROSHAN ALI KANASRO)

Director

Directorate of Planning &

Development Works Sindh

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roof I/c cleaning of roof with wire brush an removing dust,		P-Sft	149.00	201150	172.00	232200	163.00	220050
Describes for real content by lead demand by								
tile 15" x 8" x 1-1/2" of approved Designed/ shape laid flat in 1:2 gray cement martar over a bed of 3/4" thick cement Mortar (1:2) etc complete as directed by the engineer incharge in all respect of Library very carefully to avoid any	1,350.00	P-Sft	50.40	68040	58.00	78300	54.00	72900
/spreading Neptachler 0.5% Emulsion as an overal construction treatment in slab type construction along external foundation trenches of the building over complete	1,350.00	P.Sft	13.00	17550	16.00	21600	15.00	20250
make including rubbings and preparing the surface complete		P-Sft	25.50	39743.025	28.00	43639.4	29.00	45197.95
	roof I/c cleaning of roof with wire brush an removing dust, applying bitumen coat at the rate of 34 Lbs per% sft as premix inter coats and then laying felt paper with 10% over laps, then applying and spreading hill sand at the rate of 1 cft for 100 sft. The cost also i/c necessary fire material, kerosene oil, wood etc complete in all respect very carefully or as directed by Engineer Incharge. Provision for replacement broken/damaged burnt manglore tile 15" x 8" x 1-1/2" of approved Designed/ shape laid flat in 1:2 gray cement martar over a bed of 3/4" thick cement Mortar (1:2) etc complete as directed by the engineer incharge in all respect of Library very carefully to avoid any sort of damage to old structure i/c disposal of material outside of muncipal limits. Providing Anti-termmite treatment by spraying /sprinkling /spreading Neptachler 0.5% Emulsion as an overal construction treatment in slab type construction along external foundation trenches of the building over complete parimter of the Roof, Walls and complete i/s of library very carefully to avoid any sort of damage to old structure. Provision for applying spirit polish three coat of approved make including rubbings and preparing the surface complete in all respect as per instruction of Engineer incharge i/c	applying bitumen coat at the rate of 34 Lbs per% sft as premix inter coats and then laying felt paper with 10% over laps, then applying and spreading hill sand at the rate of 1 cft for 100 sft. The cost also i/c necessary fire material, kerosene oil, wood etc complete in all respect very carefully or as directed by Engineer Incharge. 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ZAFAR IOBAL

ZAFAR IOBAL

EXECUTIVE ENGINEER (S.C.U.G.)

EXECUTIVE ENGINEER (S.C.U.G.)

EXECUTIVE ENGINEER (S.C.U.G.)

Karachi

Karachi

ALTAE HUSSAIN MUHAMMAD TAMWEER

SECTION OFFICIAR (G)

NEORMATION AND JROUND STREET Planning De Homon & Antiquines Departues

OFFICIAL CONTROLLES DEPARTS CONTROLLES OF SINCH CONTROLLES OF

(AJJAZ AHMED SHAIKH)

Directorate unneral

Directorate unneral

Culture, Tourism & Antiquities Department

Government Of Sindh

(ROSHAN ALI KANASRO)

Director

Directorate of Planning &

Development Works Sindh

	TOTAL				5,000,003.03		5,329,099.40		5,138,215.95
13	best quality teak wood i/c glass panes of 25 mm thick and back complete with lasani sheet, aluminium channel framing etc, polishing and necessary locking arrangement complete in all respect of approved design and specification as per direction of Engineer Incharge, very care fully to avoid any kind of damage to old structure.	103.84	P-Sft	1,950.00	202488	2,000.00	207680	1,950.00	202488
	Provision made for providing, fixing and laying of New Library Shelves of various sizes with shutters and shelves of								

1st Lowest

3rd Lowest

2nd Lowest

(AMAZ AHMED SHAIKH)

Deputy Director CT&AD, Government of Sindh

(AIJAZ AHMED SHAIKH)

Deputy Director

Directorate General

Culture, Tourism & Antiquities Department Government Of Sindh

Local Government of Sindh

Member

ZAFAR IQBAL

EXECUTIVE ENGINEER (S.C.U.G)

Local Government Department Karachi

(ROSHAN ALI KANASRO

Director (DP&DWS)

CT&AD, Government of Sindh

Chairman

(ROSHAN ALI KANASRO)

Director

Directorate of Planning & Development Works Sindh

CUITUTE (MUHAMMAD STANWEER) Executive Engineer (DP&DWS)

CT&AD, Government of Sindh Member/Secretary

(ALTAF HUSSAIN MEMON)

Section Officer

Information & Archives Department

Member



GOVERNMENT OF SINDH

DIRECTORATE OF PLANNING & DEVELOPMENT WORKS SINDH, CULTURE, TOURISM & ANTIQUITIES DEPARTMENT, PLOT NO. C-82, CLIFTON B-2 KARACHI.

BID EVALUATION REPORT

Name of Procuring Agency	Directorate of Planning & Development Works Sindh, Culture, Tourism & Antiquities Department, Government of Sindh
Tender Reference No	NIT/ REF NO: A.D/DP&DWS/CT&AD/GRANT-NIT/2016-17/726 DATED 14-03-2017 SPPRA S. No. 32108
Tender Description/Name of work/item	Up gradation and improvement of library at Quaid-e-Azam Muhammad Ali Jinnah house Museum Karachi
Method of Selection	Single Stage one envelope
Tender Published	Daily Awami Awaz 18.03.2017, Daily Express Tribune 17.03. 2017, Daily Hilal-e-Pakistan 18.03.2017, Daily Sindh Dharti 18.03.2017 & Daily Jang 20.03.2017, vide reference No.INF-KRY No. 1248/2017
Total Bid documents Sold	03
Total Bids Received	03
Technical Bid Opening date (if applicable)	N/A
No. of Bid technically Pass (if applicable)	03
Bid(s) Rejected	N/A
Financial Bid Opening date	31-03-2017
Bid Evaluation Report	(Estimated Cost Rs. 5.000 (M)
	Tender Reference No Tender Description/Name of work/item Method of Selection Tender Published Total Bid documents Sold Total Bids Received Technical Bid Opening date (if applicable) No. of Bid technically Pass (if applicable) Bid(s) Rejected Financial Bid Opening date

S No.	Name of Firms or Bidders	Cost offered by the Bidders	Ranking in terms of cost	Comparison with Estimated cost	Reasons for acceptance/ rejection	Remarks	
0	1	2	3	4	5	6	
1	M/s Saif Enterprises	5.000 (M)	1 ^{st Lowest}	Within Estimated Cost	Accepted being Lowest & Substantially responsive	Recommended for award	
2	M/s WSKB & Co.	5.138 (M)	2 ^{nd Lowest}	Above Estimated Cost	Substantially responsive rejected due to highest rates		
3	M/s Jalil Ahmed Mahar	5.329 (M)	3 ^{rd Lowest}	Above Estimated Cost	Substantially responsive rejected due to highest rates		

(AIJAZ AMMED SHAIKH)

Deputy Director

CT&AD, Government of Sindh

(AIJAZ Amber D SHAIKH)

Deputy Director Directorate General Culture, Tourism & Antiquities Department

Government Of Sindh

(ROSHAN ALI KANASRO)

Director (DP&DWS) CT&AD, Government of Sindh

Chairman

(ROSHAN ALI KANASRO) Director

Directorate of Planning &

Development Works Sindh

(ALTAF HUSSAIN MEMON)

MUHAMMAD TANWEER

Executive Engineer (DP&DWS)

CT&AD, Government of Sindh

Member/Secretary

Executive Engineer
Dev. Monitoring Imp. E Cell Culture, Torism & Antiquities Department Government of Sindh
(MUHAMMAD TANWEER)

Section Officer

Information & Archives Deptt, Government of Sindh

Member

ZNFAR IQBAL) Executive Engineer (SCUG) Local Government of Sindh

Member IQBAL ZAFAR IQBAL EXECUTIVE ENGINEER (S.C.U.G) Local Government Department Karachi

	PASS / FAIL	Pass	Pass	Pass
	3. All Blanks in Tender Document are filled and sign & stamp by the contractor.	√	V	V
E	Affidavit for not black listed	V	V	V
	Valid Bid Security	V	√ ·	V
	E. General Terms & Conditions			
	4. Any other tax certificate (if any)	-	-	-
	Valid Sales tax certificate (if applicable)	-	-	-
	Valid SRB certificate	V	√ ·	V

(ALJAZ AHMED SHAIKH)

Deputy Director

CT&AD, Government of Sindh

(ALIAZ AHALI) SHAIKH)

Directorate ueneral
Cuiture, lourism & Antiquities Department

ofernment Of Sindh

(ENGR: ENGRAPIOBAL)
Executive Engineer (SCUG)
Local Government of Sindh

Member QBAL
ZAFAR IQBAL
EXECUTIVE ENGINEER (S.C.U.G)
Local Government Department
Karachi

Bet

(ROSHAN ALI KANASRQ)
Director (DP&DWS)

CT&AD, Government of Sindh Chairman

(ROSHAN ALI KANASRO)

Director

Directorate of Planning & Development Works Sindh Planning Dev Modificang Inp. 8 E ESM Culture, Tourism & Aniquities Department

Executive Engineer (DP&DWS)

CT&AD, Government of Sindh Member/Secretary

Any

(ALTAF HUSSAIN MEMON)

Section Officer

Information & Archives Deptt, Government of Sindh

Member

ALTAF HUSSAIN SECTION OFFICER (G) INFORMATION AND ARCHITES DEPTI-



GOVERNMENT OF SINDH CULTURE, TOURISM & ANTIQUITIES DEPARTMENT

Karachi, dated the 2nd January, 2017

NOTIFICATION

NO.SO(G)CT&AD/5-7/2016: With the approval of Competent Authority Culture, Tourism & Antiquities Department, Government Sindh, under Rules 7 & 8 of Public Procurement Rule 2010 (Amended 2013); the Procuring Committee is hereby constituted for the ADP Schemes/Projects and regular budget of Culture, Archaeology, Tourism & Antiquities Wings with immediate effect.

1. Mr. Roshan Kanasro,

Director, DP&DW, CT&A Department.

Mr. Aijaz Ahmed Shaikh,

Deputy Director, Directorate General Culture, Sindh

Engr. Zafar Iqbal, Executive Engineer, (S.C.U.G), Local Government Department, Government of Sindh,

Karachi.

Mr. Altaf Hussain Memon,

Section Officer, Information & Archives Deptt. Govt. of Sindh, Karachi.

Engr. Muhammad Tanweer,

Executive Engineer, DP&DW Sindh, Culture, Tourism & Antiquities Department Chairman

Member

Member

Member

Member/Secretary

Terms of Reference:

Preparing bidding documents.

Carrying out technical as well as financial evaluation of the bids.

Preparing evaluation report as provided in SPP Rules 45. ni.

Making recommendation for awarded of contract to the competent authority.

Perform any other function ancillary and incidental to the above.

GHULAM AKBAR LAGHARI

Secretary to Govt. of Sindh

NO.SO(G)CT&AD/5-7/2017/57 Karachi dated 2nd January, 2017.

A copy is forwarded. for information and necessary action, to:-

The Additional Chief Secretary (Dev), P&D Department, Govt. Sindh, Karachi.

The Account General, Sindh, Karachi...

The Managing Director, SPPRA, Govt. Sindh, Karachi.

The Secretary, finance Department, Govt, of Sindh, Karachi.

The Secretary, Local Govt. Department, Govt. of Sindh Karachi.

The Secretary, Information & Archive Department Govt. of Sindh, Karachi.

The Director General Culture Sindh, Karachi.

The Director, DP&DW Sindh, Karachi.

The PS to Honorable Minister Culture, Tourism & Antiquities Sindh. 9

The PS to Secretary Culture, Tourism & Antiquities Department, Government 10.

41 The Officer Concerned.

12 Notification File.

SECTION OFFICER (GEN)

for Secretary to Govt. Sindh

Notification(Tariq) 2016



No. A.D/DP&DWS/CT&AD/NIT-11/2016-17/598-B

GOVERNMENT OF SINDH CULTURE, TOURISM & ANTIQUITIES DEPARTMENT DIRECTORATE OF PLANNING & DEVELOPMENT WORKS SINDH, BUNGLOW NO. C-82 BLOCK-2 CLIFTON

Karachi dated: 31st January, 2016

To

The Managing Director, SPPRA, Government of Sindh, <u>Karachi.</u>

SUBJECT: SUBMISSION OF REVISED PROCUREMENT PLAN.

I am directed to submit herewith Revised Procurement Plan of Directorate of Planning & Development Works Sindh, Culture, Tourism & Antiquities Department Government of Sindh Karachi for your kind perusal as per SPPRA Rules/Policy.

(REHMATULLAH RAJAR)
Assistant Director
(REHMATULLAH RAJAR)

Assistant Director Planning & Development Works Sindh Culture, Tourism & Antiquities Deptt; Government of Sindh

C.C to:

1. P.S to Secretary, Culture, Tourism & Antiquities Department, Government of Sindh, Karachi.

2. Office File.

Annual Procurement Plan of

Directorate of Planning & Development Works Sindh

Culture, Tourism & Antiquities Department

Works, Goods & Services

Financial Year 2016-17

Sr. No.	Description of Procurment	Quantity (Where	Estimated Unit Cost	Estimated Total	Fun	ds Alloca	tion	Source of Funds	Proposed Procurement	Tir	ning of P	rocurem	ent	Remarks
	Service Control of the Control of th	Applicable	(Where Applicable)	Cost	Cap:	Rev:	Total	(ADP # / Non ADP)	Method	1st Qtr:	2nd Qtr:	3rd Qtr:	4th Qtr:	30000000
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
1	Establishment of Museum at Kotdiji Dist Khairpur			38.827	0.000	4.845	4.845	ADP-77	Single Stage One Envelope	1st Qtr				Rev: Furniture/Fixture
2	Establishment of Sindh Kashi Institute at Bhitshah and Restoration & Conservation of Dabgeer Mosque at Thatta			120.025	15.027	2.000	17.027	ADP-78	NCB (Pre-Quailification / Single Stage One Envelope)	1st Qtr				Rev: Machinery/Equipment & Hardware/Software, Furniture/Fixture
3	Construction of Larkana Art Complex at Larkana			77.111	5.500	23.611	29.111	ADP-81	Single Stage One Envelope	1st Qtr				Rev: Machinery/Equipment & Hardware/Software, Furniture/Fixture, Purchase of General Items and Repair & Maintenance of Machiner/Equipment/Transportation
4	Establishment of Sindh Cultural Heritage Institute at Karachi & Upgradation of National Museum of Pakistan at Karachi			340.963	32.107	5.000	37.107	ADP-82	NCB (Pre-Quailification / Single Stage One Envelope)		2nd Qtr			Rev: Machinery/Equipment & Hardware/Software, Furniture/Fixture, Purchase of General Items and Repair & Maintenance of Machiner/Equipment/Transportation
5	Establishment of Public Libraries in Sindh			448.340	25.714	0.000	25.714	ADP-83	Single Stage One Envelope		2nd Qtr			
6	Establishment of Abdul Aziz Public Library at Pano Akil			33.469	14.486	7.514	22.000	ADP-87	Single Stage One Envelope	1st Qtr				Rev: Machinery/Equipment & Hardware/Software, Furniture/Fixture, Purchase of General Items and Repair & Maintenance of Machiner/Equipment/Transportation
7	Promotion of Cultural Heritage of Sindh through Telecasts, Documentries, Dramas, Music School & National and International Exchange Programs			59.320	0.000	54.298	54.298	ADP-88	Single Stage One Envelope	1st Qtr				Rev: Machinery/Equipment & Hardware/Software, Furniture/Fixture, Purchase of General Items and Repair & Maintenance of Machiner/Equipment/Transportation
8	Protection, Preservation & Promotion of Protected Archeological Sites & Monuments in Sindh			333.860	30.000	24.814	54.814	ADP-89	NCB (Pre-Quailification / Single Stage One Envelope)	1st Qtr				Rev: Machinery/Equipment & Hardware/Software, Furniture/Fixture, Purchase of General Items and Repair & Maintenance of Machiner/Equipment/Transportation
9	Protection, Preservation, Promotion & Development of World Heritage Sites of Moen Jo Daro			285.429	30.237	10.000	40.237	ADP-90	NCB (Pre-Quailification / Single Stage One Envelope)	1st Qtr				Rev: Machinery/Equipment & Hardware/Software, Furniture/Fixture, Purchase of General Items and Repair & Maintenance of Machiner/Equipment/Transportation
10	Protection, Preservation, Promotion & Development of World Heritage Sites of Makli Hills			471.882	30.052	20.000	50.052	ADP-91	NCB (Pre-Quailification / Single Stage One Envelope)	1st Qtr				Rev: Machinery/Equipment & Hardware/Software, Furniture/Fixture, Purchase of General Items and Repair & Maintenance of Machiner/Equipment/Transportation
11	Protection, Preservation, Promotion & Development of Bhambore Site at Gharo District Thatta			255.306	30.056	10.000	40.056	ADP-92	NCB (Pre-Quailification / Single Stage One Envelope)	1st Qtr				Rev: Machinery/Equipment & Hardware/Software, Purchase of General Items and Repair & Maintenance of Machiner/Equipment/Transportation
12	Documentation of Monuments & Archeological Sites in Lower Sindh Districts			29.270	0.000	29.270	29.270	ADP-93	NCB (Pre-Quailification / Single Stage One Envelope)	1st Qtr				Rev: General Items and Repair & Maintenance of Machiner/Equipment/Transportation
13	Research, Complition, Consolidation & Printing of History of Sindh			51.813	0.000	31.533	31.533	ADP-94	Single Stage One Envelope	1st Qtr				Rev: General Items and Repair & Maintenance of Machiner/Equipment/Transportation

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14	Establishment of Sindhi Dictionery Board		35.103	0.000	20.478	20.478	ADP-95	Single Stage One Envelope			4th Q	Rev: Machinery/Equipment & Hardware/Software, Furniture/Fixture, Purchase of General Items and Repair & Maintenance of Machiner/Equipment/Transportation
15	Construction of Motel/Hotel at Gari Khuda Bux Bhutto Larkana	•	119.641	9.998	27.375	37.373	ADP-96	Single Stage One Envelope		2nd Qtr		Rev: Machinery/Equipment & Hardware/Software, Furniture/Fixture, Purchase of General Items and Repair & Maintenance of Machiner/Equipment/Transportation
16	Establishment of Motels, Improvement / Renovation of Existing Motels / Resorts in Sindh at Sehwan, Thatta Including Umerkot		183.611	14.464	5.000	19.464	ADP-98	Single Stage One Envelope	1st Qtr			Rev: Machinery/Equipment & Hardware/Software, Furniture/Fixture, Purchase of General Items and Repair & Maintenance of Machiner/Equipment/Transportation
17	Improvement / Renovation of Facilities at Mithi Rest House at Tharparkar		59.410	32.126	9.784	41.910	ADP-99	Single Stage One Envelope	1st Qtr			Rev: Machinery/Equipment & Hardware/Software, Furniture/Fixture, Purchase of General Items and Repair & Maintenance of Machiner/Equipment/Transportation
18	Establishment of Archeological Museum at Sukkur		29.529	0.000	2.352	2.352	ADP-100	Single Stage One Envelope	1st Qtr			Rev: Machinery/Equipment & Hardware/Software, Furniture/Fixture, Purchase of General Items and Repair & Maintenance of Machiner/Equipment/Transportation
19	Construction of Office of The Department of Antiquities at Karachi & Sub Office at Jamshoro &		234.866	20.978	0.000	20.978	ADP-101	Single Stage One Envelope	1st Qtr			
20	Conservation and Rehabilitation of Shah Jahan Mosque Thatta		67.704	26.282	5.952	32.234	ADP-102	NCB (Pre-Quailification / Single Stage One Envelope)		2nd Qtr		Rev: Machinery/Equipment & Hardware/Software, Furniture/Fixture
21	Establishment of Cell of Scientfic Investigation & Rehabilitation of Traditional Mural & Other Paintings		55.141	0.100	0.000	0.100	ADP-103	Single Stage One Envelope		2nd Qtr		
22	Rehabilitation of Board of Revenue Office Barrake No. 79 at Karachi		60.000	0.000	18.790	18.790	ADP-104	NCB (Pre-Quailification / Single Stage One Envelope)		2nd Qtr		Rev: Machinery/Equipment & Hardware/Software, Furniture/Fixture, Purchase of General Items and Repair & Maintenance of Machiner/Equipment/Transportation
23	Conservation/Rehablitation & Rescue of Jamia Mosque Zangipur District Jacobabad		32.056	0.000	3.741	3.741	ADP-105	NCB (Pre-Quailification / Single Stage One Envelope)		2nd Qtr		Rev: Machinery/Equipment & Hardware/Software, Furniture/Fixture, Purchase of General Items and Repair & Maintenance of Machiner/Equipment/Transportation
24	Conservation/Rehablitation & Rescue of Jamia Mosque Hyder Wagho District Jacobabad		28.338	0.000	0.614	0.614	ADP-106	NCB (Pre-Quailification / Single Stage One Envelope)		2nd Qtr		Rev: Machinery/Equipment & Hardware/Software, Furniture/Fixture, Purchase of General Items and Repair & Maintenance of Machiner/Equipment/Transportation
25	Preservation & Restoration of Historical Towns & Villages in Sindh		199.786	40.546	15.000	55.546	ADP-107	NCB (Pre-Quailification / Single Stage One Envelope)	1st Qtr			Rev: Machinery/Equipment & Hardware/Software
26	Conservation/Restoration/Shifting of Dangerous Houses & Development of Paka Fort Hyderabad		412.840	51.660	10.000	61.660	ADP-108	NCB (Pre-Quailification / Single Stage One Envelope)		2nd Qtr		Rev: Machinery/Equipment & Hardware/Software, Furniture/Fixture Machiner/Equipment/Transportation
27	Construction of N.A Baloch Institute at Jamshoro		129.408	30.681	0.000	30.681	ADP-109	Single Stage One Envelope		2nd Qtr		
28	Preparation & Publication of Braille in Sindhi Language		7.499	0.000	7,499	7.499	ADP-110	Single Stage One Envelope			4th Q	Rev: Machinery/Equipment & Hardware/Software, Furniture/Fixture, Purchase of General Items and Repair & Maintenance of Machiner/Equipment/Transportation
29	Restoration of Two Vehichles of Mader-E-Millat Fatima Jinnah		30.000	0.000	29.271	29.271	ADP-111	Single Stage Two Envelope	1st Qtr			Rev: Machinery/Equipment & Hardware/Software, Furniture/Fixture, Purchase of General Items and Repair & Maintenance of Machiner/Equipment/Transportation
30	Re-Construction of Tomb of General Hosh Muhammad Sheedi at District Hyderabad		20.000	12.000	3.000	15.000	ADP-112	Single Stage One Envelope	1st Qtr			Rev: Machinery/Equipment & Hardware/Software, Furniture/Fixture
31	Renovation / Extension of Samabara Inn Larkana		40.000	30.000	0.000	30.000	ADP-113	Single Stage One Envelope	1st Qtr			
32	Preservation, Conservation & Restoration of Building of Jufel Hurst Public School		30,000	17.000	0.000	17.000	ADP-114	NCB (Pre-Quailification / Single Stage One Envelope)	1st Qtr			



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33	Conservation of Existing Building JMB Girls Secondry School	40.000	27.000	3.000	30.000	ADP-115	NCB (Pre-Quailification /	1st Qtr		Rev: Machinery/Equipment & Hardware/Software
34	Karachi Conservation / Restoration / Construction of Masjid Muhammad Bin Qasim Arrore District Sukkur	30.000	20.000	2.500	22,500	ADP-116	Single Stage One Envelope) NCB (Pre-Quailification / Single Stage One Envelope)	1st Qtr		Furniture/Fixture Rev: Machinery/Equipment & Hardware/Software Furniture/Fixture, Purchase of General Items and Repair & Maintenance of Machiner/Equipment/Transportation
35	Re-Construction of Shah Abdul Latif Library Rato Dero	40.000	21.470	8.530	30.000	ADP-117	Single Stage One Envelope		2nd Qtr	Rev: Machinery/Equipment & Hardware/Software Furniture/Fixture
36	Promotion of Tourism Activities & Festivals in Sindh	30.000	0.000	30.000	30.000	ADP-118	Single Stage One Envelope	1st Qtr		Rev: Machinery/Equipment & Hardware/Softwar Furniture/Fixture, Purchase of General Items and Repair & Maintenance of Machiner/Equipment/Transportation
37	Interior & Exterior Conservation & Surface Decoration of Khudabad Mosque Dadu	40.000	27.884	2.116	30.000	ADP-119	NCB (Pre-Quailification / Single Stage One Envelope)	1st Qtr		Rev: Machinery/Equipment & Hardware/Softwar Furniture/Fixture, Purchase of General Items and Repair & Maintenance of Machiner/Equipment/Transportation
38	Missing Allied Facilities at Motel Nangar Parkar	20.000	12.153	2.847	15.000	ADP-120	Single Stage One Envelope	1st Qtr		Rev: Machinery/Equipment & Hardware/Softwar Purchase of General Items and Repair & Maintenance of Machiner/Equipment/Transportation
39	Establishment of Shaheed Mohtarma Benazir Bhutto Public Library at taluka Gari Khairo	34.000	17.570	7.930	25.500	ADP-121	Single Stage One Envelope	1st Qtr		Rev: Machinery/Equipment & Hardware/Software Furniture/Fixture,
40	Preservation of Old Chief Court Session Court Khairpur	60.000	20.000	0.000	20.000	ADP-122	NCB (Pre-Quailification / Single Stage One Envelope)	1st Qtr		
41	Construction of Museum, Library & Allied Facilities at Dargah Sharif Hazrat Allama Mian Ghulam Muhammad Mahessar Kamal Dero at Taluka Ghambat	60.000	20.000	10.000	30.000	ADP-123	Single Stage One Envelope		2nd Qtr	Rev: Machinery/Equipment & Hardware/Softwar Furniture/Fixture, Purchase of General Items and Repair & Maintenance of Machiner/Equipment/Transportation
42	Establishment of Model Library at Orangi Town Karachi	25.000	14.972	3.528	18.500	ADP-124	Single Stage One Envelope	1st Qtr		Rev: Machinery/Equipment & Hardware/Softwar Furniture/Fixture
43	Restoration of Mitha Ram Hostile Karachi	86.876	0.000	10.703	10.703	ADP-125	NCB (Pre-Quailification / Single Stage One Envelope)	1st Qtr		Rev: Machinery/Equipment & Hardware/Softwar Furniture/Fixture, Purchase of General Items and Repair & Maintenance of Machiner/Equipment/Transportation
44	Establishment of Institute for Preservation of Tengible Heritage at Thatta	53.899	0.053	0.000	0.053	ADP-126	Single Stage One Envelope	1st Qtr		
45	Sindh Film & Performing Art Complext at Karachi	428.000	107.000	0.000	107.000	ADP-127	NCB (Pre-Quailification / Single Stage One Envelope)		2nd Qtr	
46	Conservation, Restoration & Rehabilitation & Face Lifting of Front Side Road of Quaid-e-Azam Muhammad Ali Jinnah House Museum at Karachi	55.000	13.750	0.000	13.750	ADP-128	NCB (Pre-Quailification / Single Stage One Envelope)		2nd Qtr	
47	Rehabilitation of Archeological Museum & Missing Facilities at Umerkot	50.000	12.500	0.000	12.500	ADP-129	NCB (Pre-Quailification / Single Stage One Envelope)		2nd Qtr	
48	Conservation of Masoom Shah Jo Minaro at Sukkur	40.000	10.000	0.000	10.000	ADP-130	NCB (Pre-Quailification / Single Stage One Envelope)		2nd Qtr	
49	Cultural Village at Sindh Provincial Hyderabad Museum at Hyderabad	48.000	12.000	0.000	12.000	ADP-131	Single Stage One Envelope		2nd Qtr	
50	Cultural Village at Bhitshah at District Matiari	48.000	12.000	0.000	12.000	ADP-132	Single Stage One Envelope		2nd Qtr	
51	Conservation /Preservation of Mian Yar Muhammad Kalhoro Tomb & Complex at Dadu	40.000	10.000	0.000	10.000	ADP-133	NCB (Pre-Quailification / Single Stage One Envelope)		2nd Qtr	
52	Establishment of Sindh Art Gallery at Karachi	50.000	12.500	0.000	12.500	ADP-134	NCB (Pre-Quailification / Single Stage One Envelope)		2nd Qtr	



53	Rehabilitiation of Wazir Mansion	30.000	7.500	0.000	7.500	ADP-135	NCB (Pre-Quailification / Single Stage One Envelope)		2nd Qtr		
54	Restoration & Conservation of Kot Digi Fort & Other Heritage Buildings at District Khairpur	150,000	37,500	0.000	37.500	ADP-136	NCB (Pre-Quailification / Single Stage One Envelope)		2nd Qtr		*
55	Conservation & Protection of Baloch Graveyard at Malir Karachi	30.000	7.500	0.000	7.500	ADP-137	NCB (Pre-Quailification / Single Stage One Envelope)		2nd Qtr		
56	Establishment of Ghulam Murtaza Public Library at Ghathar, Taluka Kamber	30.000	7.500	0.000	7,500	ADP-138	Single Stage One Envelope		2nd Qtr		
57	Conservation, Preservation of Mirza Isa-Khan Turk Khan Tomb at Makli District Thatta	55.000	13.750	0.000	13.750	ADP-139	NCB (Pre-Quailification / Single Stage One Envelope)	1st Qtr			
58	Construction of Auditorium Hall, Rest House & Main Entrance Gate at Dargah Hazrat Sardar Ahmed Shah Lakyari Taluka Saeedabad, District Matiari	100.000	25.000	0.000	25.000	ADP-140	Single Stage One Envelope			3rd Qtr	
59	Construction of Additional Academy Blocks of PITHM Karachi	59.200	14.800	0.000	14.800	ADP-141	Single Stage One Envelope		2nd Qtr		
60	Restoration of Site, Rest House & Musafir Khana at Kai Taluka Sehwan Sharif	22.000	5.500	0.000	5,500	ADP-142	Single Stage One Envelope		2nd Qtr		
61	Repair & Renovation of Directorate of Planing & Development Works Sindh, Culture, Tourism & Antiquities Department Government of Sindh Karachi	12.000	12.000	0.000	12.000	M&R	Single Stage One Envelope	1st Qtr			
62	Repair & Renovation of Shaheed Mohtarma Benazir Bhutto Library Sachal Goth Karachi	5.000	5.000	0.000	5.000	M&R	Single Stage One Envelope	1st Qtr			
63	Repair & Maintenance of Sachal Sarmast Sindh Government Library Khairpur	10.000	10.000	0.000	10.000	M&R	Single Stage One Envelope	1st Qtr			
64	Repair & Maintenance of Library at Mirpur Khas	10.000	10.000	0.000	10.000	M&R	Single Stage One Envelope	1st Qtr			
65	Repair, Maintenance & Additional facilities at Shamsul Ulema Daudpota Library Hyderabad	8.000	8.000	0.000	8.000	M&R	Single Stage One Envelope	1st Qtr			
66	Repair & Renovation of Khan Bahadur Ahmed Khan Bhutto Memorial Library Naudero Larkana	5.000	5.000	0.000	5.000	M&R	Single Stage One Envelope	1st Qtr			
67	Repair & Renovation of Kadir Bakhsh Bedil Public Library Shikarpur	5.000	5.000	0.000	5.000	M&R	Single Stage One Envelope	1st Qtr			
68	Repair / Renovation of Lal Shahbaz Government Library Sehwan Sharif	6.000	6.000	0.000	6.000	M&R	Single Stage One Envelope	1st Qtr			
69	Repair & Renovation of Bilawal Institute of Historical Research Nawabshah	5.000	5,000	0.000	5.000	M&R	Single Stage One Envelope	1st Qtr			
70	Repair & Maintenace of Sachal Sarmast Complex Daraza Sharif	9.000	9,000	0.000	9.000	M&R	Single Stage One Envelope	1st Qtr			
71	Protection / Preservation & Rehabilitation of Chowkandi Graveyard	30.000	30.000	0.000	30,000	M&R	Single Stage One Envelope	1st Qtr			
72	Repair & Renovation of Cultural Complex Mirpurkhas	10.000	10.000	0.000	10.000	M&R	Single Stage One Envelope	1st Qtr			
73	Repair & Maintenance of Sir Shahnawaz Bhutto Memorial Library at Larkana	7.000	7.000	0.000	7.000	M&R	Single Stage One Envelope	1st Qtr			
74	Repair & Maintenance of Sindh Provincial Museum at Hyderabad	10.000	10.000	0.000	10.000	M&R	Single Stage One Envelope	1st Qtr			
75	Repair & Maintenance of Hasrat Mohani Library at Hyderabad	6.000	6.000	0.000	6.000	M&R	Single Stage One Envelope	1st Qtr			
76	Atta Muhammad Hami Library Khairpur	10.000	10.000	0.000	10.000	M&R	Single Stage One Envelope				
77	Allama I.I Qazi Library Dadu	10,000	10.000	0.000	10.000	M&R	Single Stage One Envelope				
78 79	Repair & Renovation of Sachal Academy Khairpur Repair & Maintenance of Bhitshah Culture Center at	8.000	8.000	0.000	8.000	M&R M&R	Single Stage One Envelope Single Stage One Envelope	1st Qtr 1st Qtr			
	Bhitshah			200							
80	Repair & Renovation of Bhitshah Library at Bhitshah	4.000	4.000	0.000	4.000	M&R	Single Stage One Envelope	1st Qtr			
81	Repair, Maintenance & Improvement of Shaheed Benazir Bhutto Cultural Complex Mithi	10.000	10.000	0.000	10.000	M&R	Single Stage One Envelope	1st Qtr			
82	Repair & Maintenance of Marvi Cultural Complex Bhalwa	3.000	3.000	0.000	3.000	M&R	Single Stage One Envelope	1st Qtr			

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83	Zoo Garden Tando Muhammad Khan		10.000	10.000	0.000	10.000	M&R	NCB (Pre-Quailification / Single Stage One Envelope)	1st Qtr				
	Printing & Publictaion		27.000		0.000		Budgeted	Single Stage One Envelope	1st Qtr				
85	Cost of Other store		1.725		0.000		Budgeted	Single Stage One Envelope					
86	Sationery		1.000		0.000		Budgeted	Single Stage One Envelope					
87	Newspapers Periodical & Books		1.000		0.000		Budgeted	Single Stage One Envelope					
88	Others		2.501		0.000		Budgeted	Single Stage One Envelope		-	_	_	
	Repair & Renovation of Basant Hall at Hyderabad	 	7.000	7.000	0.000	7.000	M&R	Single Stage One Envelope			-	_	
90	External Development (Land Scapping) Mehran Art Council		1.000	1.000	0.000	1.000	M&R	Single Stage One Envelope			\neg		
01	at Hyderabad	 	3.000	3.000	0.000	3.000	1/00		_		-		
	Repair & Renovation of Open Air Theater Khairpur	 					M&R	Single Stage One Envelope			-		
92	Repair & Renovation of Mukhi House Hyderabad		3.000	3.000	0,000	3.000	M&R	Single Stage One Envelope	1st Qtr		-		
93	Repair & Maintenance of Regional Offices at Larkana, Khairpur & Hyderabad		5.000	5.000	0.000	5.000	M&R	Single Stage One Envelope	1st Qtr				
94	Repair & Maintenance of Rest House in Umerkot Fort		5.000	5.000	0.000	5.000	M&R	Single Stage One Envelope	1st Qtr				
95	Repair & Maintenance of Folk Art & Craft Museum at Sehwan		5.000	5.000	0.000	5.000	M&R	Single Stage One Envelope	1st Qtr				
96	Construction of Auditorium Hall, Rest House and Main Entrance Gate at Dargah Hazart Sardar Ahmed Shah Lakiyari Taluka Saeedabad Matiari		100.000	73.021	26.979	100.000	ADP-140	Single Stage One Envelope		31	d Qtr	Furniture/ Repair &	hinery/Equipment & Hardware/Software, Fixture, Purchase of General Items and Maintenance of Equipment/Transportation
97	Construction of Guest House for Writers and Artists in Karachi.		40.000	37.783	2.217	40.000	Non-ADP	Single Stage One Envelope		31	d Qtr	Furniture/ Repair &	hinery/Equipment & Hardware/Software, Fixture, Purchase of General Items and Maintenance of 'Equipment/Transportation
98	Construction of Guest House for Writers and Artists in Hyderabad.		40.000	37.783	2.217	40.000	Non-ADP	Single Stage One Envelope		31	d Qtr	Furniture/ Repair &	hinery/Equipment & Hardware/Software, Fixture, Purchase of General Items and Maintenance of /Equipment/Transportation
99	Construction of Motel for Tourists at Manchar Lake, District Jamshoro		10.000	10.000	0.000	10.000	Non-ADP	Single Stage One Envelope		31	d Qtr		
100	Establishment of Library at Press Club Larkana.		5.000	4.443	0.557	5.000	Non-ADP	Single Stage One Envelope		31	d Qtr	Furniture/ Repair &	hinery/Equipment & Hardware/Software, Fixture, Purchase of General Items and Maintenance of /Equipment/Transportation
101	Establishment of Auditorium at Dadu.		20.000	17.336	2.664	20.000	Non-ADP	Single Stage One Envelope		31	d Qtr	Rev: Mac Furniture/ Repair &	hinery/Equipment & Hardware/Software, Fixture, Purchase of General Items and Maintenance of /Equipment/Transportation
102	Construction of Tourist Huts at Kelanger Lake at District Sanghar.		15.000	7.961	7.039	15.000	Non-ADP	Single Stage One Envelope		31	d Qtr	Furniture/ Repair &	hinery/Equipment & Hardware/Software, Fixture, Purchase of General Items and Maintenance of (Equipment/Transportation
103	Construction of office at Sindhi Adabi Sangat in Hyderabad Sindh.		3.000	2.618	0.382	3.000	Non-ADP	Single Stage One Envelope		31	d Qtr	Furniture/ Repair &	hinery/Equipment & Hardware/Software, Fixture, Purchase of General Items and Maintenance of /Equipment/Transportation
104	Construction of Musafir Khana at Chitori Graveyard.		5.000	4.668	0.332	5.000	Non-ADP	Single Stage One Envelope		31	d Qtr	Rev: Mac Furniture/ Repair &	hinery/Equipment & Hardware/Software, Fixture, Purchase of General Items and Maintenance of /Equipment/Transportation
105	Construction of Compound wall and Provision of Missing facilities at M.H. Panhwar Institute Faculty, Jamshoro.		15.000	8.361	6.639	15.000	Non-ADP	Single Stage One Envelope		31	d Qtr	Rev: Mac Furniture/ Repair &	hinery/Equipment & Hardware/Software, Fixture, Purchase of General Items and Maintenance of Equipment/Transportation





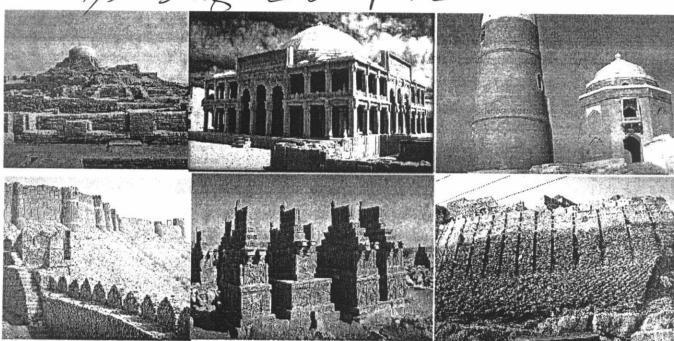
CONTURE, TOURISM & ANTIQUITIES DEADARINE

GOVERNMENT OF SINDH BIDDING DOCUMENT

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UP GRADATION AND IMPROVEMENT OF LIBRARY AT QUAID E AZAM MUHAMMAD ALI JINNAH HOUSE MUSEUM AT **KARACHI (GRANT IN AID)**

13 Sait Entes Phisos



Director

Directorate of Pi-EXECUTIVE ENGINEER S.C.U.G. PATTURE AHMED ECUTIVE ENGINEER Department

Directorate of Planning & ANA

Culture, Tourism & Antiquires Department

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Tender & Contract Documents Volume Distribution

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Tender & Contract Forms

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Bill of Quantities

Volume-III:

Drawings

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VOLUME - I

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 Tenderl 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.
- 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).
- 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.

- 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:
 - 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

Date:14.03.2017 Bid Reference No. A.D/DWP&DWS/CT&AD/NIT-GRANT/2016-17/

The Procuring Agency, Directorate of planning & Development works Sindh, Culture, Tourism & Antiquities Department Government of Sindh, 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,

- 1. Civil Work
- 2. Electrical work
- 3. Landscaping
- 4. Plumbing work

Total Amount Schemes: 5.000 which will be completed in 12 Months.

- 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 2000. Bidders may acquire the Bidding Documents from the Office of the Assistant Director of Procuring Agency.
- 2. All bids must be accompanied by a Bid Security in the amount of 2.5% of bid price in the form of (Bankers Cheque / demand draft / bank guarantee) and must be delivered to Assistant Director DP&DWS, Directorate of planning & Development works Sindh, Culture, Tourism & Antiquities Department Government of Sindh, Time, Date (as prescribed in NIT).

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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 Agencyl) wishes to receive Bids for the Works summarized in the Bidding Data (Hereinafter referred to as —the Worksl).

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;
 - (iii) 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.
- 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 —ORIGINALI and —COPYI 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.
- 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.
- 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 Practicel 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 Practicel 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 Acceptancel) 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.

BIDDING DATA

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

Instructions to Bidders Clause Reference

1.1 Name of Procuring Agency

Assistant Director, Directorate of Planning & Development Works Sindh, Culture, Tourism & Antiquities Department Government of Sindh

PEC Field of Specialization required: BC – 02, CE-01, CE-09, CE-10, EE-03, EE-04, EE-06

Brief Description of Works

- 1. Civil Work
- 2. Electrical work
- 3. Landscaping
- 4. Plumbing work
- 10.3 Bid shall be quoted entirely in Pak. Rupees. The payment shall be made in Pak. Rupees.
- 11.2 The bidder has the financial, technical and constructional capability necessary to perform the Contract as follows: (Insert required capabilities and documents)
 - i. Financial capacity: (must have turnover of Rs-----Million); As required in NIT.
 - ii. Technical capacity: (mention the appropriate category of registration with PEC and qualification and experience of the staff); As required in NIT.
 - iii. Construction Capacity: (mention the names and number of equipment in below table).

LIST OF MAJOR EQUIPMENT

(to be filled in by bidder/contractor)

Owned Purchased	Description of	Capacity	Conditio	Present	Date of	Period of
or leased	Unit (Make, Model, Year)	HP Rating	n	Location or Source	Delivery at Site	Work on Project
(1)	(2)	(3)	(4)	(5)	(6)	(7)
a. Owned						
b. To be Purchased						
c. To be Arranged on Lease						

- 12.1 (a) A detailed description of the Works, essential technical and performance characteristics.
 - (b) Complete set of technical information, description data, literature and drawings as required in accordance with Schedule B to Bid, Specific Works Data. This will include but not be limited to a sufficient number of drawings, photographs, catalogues, illustrations and such other information as is necessary to illustrate clearly the significant characteristics such as general construction dimensions and other relevant information about the works to be performed.
 - 13.1 Amount of Bid Security: 2.50%
 - 14.1 Period of Bid Validity: 90 Days
 - 14.4 Number of Copies of the Bid to be submitted:

One original plus (1) one copy

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

Assistant Director, Directorate of Planning & Development Works Sindh, Culture, Tourism & Antiquities Department Government of Sindh

15.1 Deadline for Submission of Bids

(As mentioned in NIT)

16.1 Venue, Time, and Date of Bid Opening

(As mentioned in NIT)

Responsiveness of Bids

(i) Bid is valid till required period,

- (ii) Bid prices are firm during currency of contract/Price adjustment;
- (iii) Completion period offered is within specified limits,
- (iv) Bidder is eligible to Bid and possesses the requisite experience, capability and qualification.
- (v) Bid does not deviate from basic technical requirements 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 up to 12 months.

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FORM OF BID (LETTER OF OFFER)

Bid R	eference	e No
	(Name	e of Works)
Го:		
Gentl	emen,	
	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.
		we, the undersigned, being a company doing business under the name of and address
		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
	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.
- 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 C	apitals)	(Seal)
Address		
Witness:		
(Signature)		
Name:		
Address:		

SCHEDULE - A TO BID

SCHEDULE OF PRICES

Sr. No.	<u>P</u>	age 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 Q	uantities (BOQ)

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

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

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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. 2 3 4	Civil works Internal sanitary and water supply Electrification External Development works	q
5	Miscellaneous Items	
		1

SCHEDULE OF PRICES

Item No.	Description	QuantityU	nit Rate(Rs)	Total Amount (Rs)
1. 2. 3.	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			

Total (to be carried to Summary of Bid Price)

Add/ deduct the percentage quoted above/below on the prices of items based on Composite Schedule of Rates.

SCHEDULE - B TO BID

*SPECIFIC WORKS DATA

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

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.
- 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.

n.S

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.

(INTEGRITY PACT)

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

(FOR CONTIN	ters worthing, io.	io medicino de mores	
Contract No	Dated		
Contract Value: Contract Title:			
or induced the procureme benefit from Government	[name of Contra ent of any contract, rig of Sindh (GoS) or any	actor] hereby declares that it has not obtained ght, interest, privilege or other obligation or administrative subdivision or agency thereof S) through any corrupt business practice.	
warrants that it has fully anyone and not given or or outside Pakistan eith including its affiliate, ag sponsor or subsidiary, an described as consultatio procurement of a contri	y declared the brokerag agreed to give and shall her directly or indirectly gent, associate, broker, by commission, gratification fee or otherwise, with ract, right, interest, profrom Procuring Agency	oing, [name of Contractor] represents and ge, commission, fees etc. paid or payable to all not give or agree to give to anyone within ly through any natural or juridical person, consultant, director, promoter, shareholder, ation, bribe, finder's fee or kickback, whether ith the object of obtaining or inducing the rivilege or other obligation or benefit in (PA) except that which has been expressly	
make full disclosure of a	all agreements and arra with PA and has not take	and strict liability that it has made and will angements with all persons in respect of or ken any action or will not take any action to or warranty.	
declaration, not making f defeat the purpose of this right, interest, privilege or	full disclosure, misrepredeclaration, representation of the other obligation or berother rights and remedie	y and strict liability for making any false esenting facts or taking any action likely to tion and warranty. It agrees that any contract, nefit obtained or procured as aforesaid shall, es available to PA under any law, contract or	
Supplier/Contractor/Consu on account of its corrupt be equivalent to ten time the kickback given by [name]	ultant] agrees to indemn business practices and fu he sum of any commi- of Contractor] as afores contract, right, interest,	ercised by PA in this regard, [name of nify PA for any loss or damage incurred by it further pay compensation to PA in an amount dission, gratification, bribe, finder's fee or said for the purpose of obtaining or inducing, privilege or other obligation or benefit in	
[Procuring Agency]		[Contractor]	

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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 —ContractI means the Contract Agreement and the other documents listed in the Contract Data.
- 1.1.2 —SpecificationsI 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 Agencyl 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 —Partyl means either the Procuring Agency or the Contractor.

Dates, Times and Periods

- 1.1.7 —Commencement Datel 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 —Dayl means a calendar day
- 1.1.9 —Time for Completionl 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 —Costl 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 —Countryl means the Islamic Republic of Pakistan.
- 1.1.13 —Procuring Agency's Risksl means those matters listed in Sub-Clause 6.1.
- 1.1.14 —Force Majeurel 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 —Sitel 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 _Worksl 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.
- -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.

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;
- rebellion, terrorism, revolution, insurrection, military or usurped power, or civil war, within the Country;
- 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;
- 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
- 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.

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
- 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:

- the value of the Works executed less to the cumulative amount paid previously; and
- 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.

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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

	Clauses of	
	itions of Contract Procuring Agency's Drawings, if any (Attached)	
1.1.4		
1.1.5	The Contractor means	
1.1.7	Commencement Date means the date of issue of Notice to Commence which shall be issued within fourteen (14) days of the signing of the Contract Agreement.	
1.1.9	Time for Completion 12 Months	
1.3	Documents forming the Contract listed in the order of priority:	
(a) (b) (c) (d) (e) (f) (g) (h)	The Contract Agreement Letter of Acceptance The completed Form of Bid Contract Data Conditions of Contract The completed Schedules to Bid including Schedule of Prices The Drawings, if any The Specifications	
2.1	Provision of Site: On the Commencement Date	
3.1	Authorized person: Assistant Director of P.A	
3.2	Name and address of P.A Representative	
	Assistant Director, Directorate of Planning & Development Works Sindh, Culture, Tourism & Antiquities Department Government of Sindh	
4.4	Performance Security:	
	Amount: 7.50%	
	Validity till the completion of work	
		9.5
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

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 1/5th 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:
 - 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,I 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

CA'S

FORM OF BID SECURITY

(Bank Guarantee)

				Guarantee No.	
				Executed on	
(Lette	er by the	Guarai	ntor to the Procuring A	gency)	
Name addre		rantor (S	Scheduled Bank in Pakis	stan) with	
Name	of Princ		idder) with		
			ress in words and		_
Bid R	eferenc	e No		Date of Bid	_
the re unto Agen- we bi	equest of the cyl) in t	the samelves, o	stated above, for the pur heirs, executors, ad	S, that in pursuance of the terms of the fuarantor above-named are held and f, (hereinafter called The payment of which sum well and truly lministrators and successors, jointly and successors, jointly and successors.	irmly bound —Procuring to be made,
subm	itted the		panying Bid numbered	TON IS SUCH, that whereas the P and dated as above for (Particulars of Bid) to the sai	-
Agen	cy; and				
that th		cipal fur	rnishes a Bid Security	quired as a condition for considering in the above said sum to the Procur	
(1) (2)	the pe		validity of the bid;	alid for a period of twenty eight (28)	days beyond
	(a)	the Pr	incipal withdraws his I	Bid during the period of validity of Bid	l, or
	(b)		incipal does not accept a 16.4 (b) of Instruction	t the correction of his Bid Price, purs	uant to Sub-
	(c)	failure	of the successful bidd	er to	
		(i)	-	Performance Security, in accordance structions to Bidders, or	e with Sub-
		(ii)		Contract Agreement, in accordance 0.3 of Instructions to Bidders,	with Sub-

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

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fourteen (14) days of receipt of Letter of Acceptance, a Performance Security with good and sufficient surety, as may be required, upon the form prescribed by the said Procuring Agency for the faithful performance and proper fulfilment of the said Contract or in the event of non-withdrawal of the said Bid within the time specified then this obligation shall be void and of no effect, but otherwise to remain in full force and effect.

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

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

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

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

FORM OF PERFORMANCE SECURITY (Bank Guarantee)

	Guarantee No Executed on
	Expiry Date
(Letter by the Guarantor to the Procuring Agency)	
Name of Guarantor (Scheduled Bank in Pakistan)	with
address:	
Name of Principal (Contractor) with address:	
Penal Sum of Security (express in words and figures)	
Letter of Acceptance No	
Procuring Agency) in the penal sum of the amous sum well and truly to be made to the said Procure executors, administrators and successors, jointly at THE CONDITION OF THIS OBLIGATION I	(hereinafter called the Documents) and at or above named, are held and firmly bound (hereinafter called the ant stated above, for the payment of which ring Agency, we bind ourselves, our heirs, and severally, firmly by these presents. S SUCH that whereas the Principal has
accepted the Procuring Agency's above said Letter(Name	
(Name of P	Project)
NOW THEREFORE, if the Principal (Contractor) the undertakings, covenants, terms and conditions terms of the said Documents and any extensions the Agency, with or without notice to the Guarantor, also well and truly perform and fulfill all the under the Contract and of any and all modifications of made, notice of which modifications to the Gobiligation to be void; otherwise to remain in ful Clause 9, Remedying Defects, of Conditions	s of the said Documents during the original hereof that may be granted by the Procuring which notice is, hereby, waived and shall extakings, covenants terms and conditions of the said Documents that may hereafter be uarantor being hereby waived, then, this all force and virtue till all requirements of
Our total liability under this Guarantee is limited to of any liability attaching to us under this Guarantee be received by us within the validity period of discharged of our liability, if any, under this Guara We,	e that the claim for payment in writing shall this Guarantee, failing which we shall be antee. (the Guarantor), waiving all objections and y and independently guarantee to pay to the

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.

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

M.S

FORM OF CONTRACT AGREEMENT

day of	200 between	called the —Agreement) made on the(hereinafter called the					
—Proc	curing Agencyl) of the one part and tractorl) of the other part	(hereinafter called the					
should	REAS the Procuring Agency is desirous that be executed by the Contractor and has accion and completion of such Works and the	epted a Bid by the Contractor for the					
NOW	this Agreement witnesseth as follows:						
1.	In this Agreement words and expression respectively assigned to them in the Cond	ons shall have the same meanings as are itions 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 (c) Conditions of Contract & Contract (d) The priced Schedule of Prices/Bill (e) The Specifications; and (f) The Drawings 	t Data;					
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.						
		ave caused this Contract Agreement to be written in accordance with their respective					
Signat	ure of the Contactor	Signature of the Procuring Agency					
(Seal)		(Seal)					
Signed	l, Sealed and Delivered in the presence of	f:					
Witne	ss:	Witness:					
(Name, Title and Address)		(Name, Title and Address)					

MOBILIZATION ADVANCE GUARANTEE

Guarantee No.____

	Executed on
(Letter by the Guarantor to the Procuring Agen WHEREAS the	ncy) (hereinafter
called the Procuring Agency) has entered into a	a Contract for
	Process of the same of the sam
	(Particulars of Contract), with
(h anai	
	nafter called the Contractor). s agreed to advance to the Contractor, at the
	of Rs Rupees
THE CONTROL OF THE PROPERTY O	shall be advanced to the Contractor as per
Provisions of the Contract.	
	asked the Contractor to furnish Guarantee to
secure the advance payment for the performance	-
AND WHEREAS	(Scheduled Bank)
	st of the Contractor and in consideration of the
furnish the said Guarantee.	ove advance to the Contractor, has agreed to
	guarantees that the Contractor shall use the
	Contract and if he fails, and commits default in
	the advance payment is made, the Guarantor
	payment not exceeding the aforementioned
amount.	
	e Procuring Agency shall be the sole and final
	tor, shall be given by the Procuring Agency to
	nd payment shall be made by the Guarantor of ut any reference to the Contractor and without
any objection.	at any reference to the Contractor and without
	s the advance payment has been credited to the
account of the Contractor.	2 000 0000000 10.
This Guarantee shall expire not later than	
by which date we must have received any clain	ns by registered letter, telegram, telex or
telefax. It is understood that you will return this Guarar	ntee to us on expiry or after settlement of the
total amount to be claimed hereunder.	nee to us on expiry of after settlement of the
	Guarantor (Scheduled Bank)
Witness:	1 8
1	1. Signature
	2. Name
Corporate Secretary (Seal)	z. Name
corporate secretary (searly	3. Title
2	
	61.
(Nome Title & Address)	Corporate Guarantor (Seal)
(Name, Title & Address)	Corporate Guarantor (Seal)

INDENTURE FOR SECURED ADVANCES

(For use	in cases	in which	is contract	is for fin	ished wo	rk and the	contractor has
entered into an	agreemer	it for the	execution	of a certa	ain specifi	ied quantity	y 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). AND WHEREAS the contractor has applied to the..... ---- For an advance to him of Rupees -----) on the security of materials absolutely belonging to him and brought by (Rs. 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.17.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:-That the said sum of Rupees..... (Rs. ----) 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

Fin R Form No. 17-A

Offered to and accepted by (he Government as security for the said amount are absolutely by the Contractors own property free from encumbrances of any kind and the Contractor will not 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

Fin. R. Form No. 17-A

Materials on the security of which any further advance or advances may hereafter be made as aforesaid (hereinafter called the said materials) shall be used by the Contractor solely in *the* 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.

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

- Seize and utilize the said materials or any part thereof in the completion of (a) on behalf of the Contractor in said works 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 advances under these in respect Of 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.

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

UP GRADATION AND IMPROVEMENT OF LIBRARY AT QUAID-E-AZAM MUHAMMAD ALI JINNAH HOUSE MUSEUM AT KARACHI (Grant)

	ESTI	MATE			
					9.00
S.NO	DESCRIPTION	Qty	Rate	Unit	Amount
1	Dismantling/Removing cement concrete plain very carefully to damage the old structure or as directed by Engineer i/c the cost of disposal of waste material out side of the muncipal limits.		32/2	P-Cft	14400/2
2	Cement concrete plain 1: 3: 6 including placing compacting, finishing and curing, complete (including screening and washing at stone aggregate without shuttering or as directed by Engineer Incharge very carefully to avoid any sort of damage to old structure.		175/2	P-Cft	78750/4
3	Provision for providing and fixing of mosaic marble in flooring of same size used in building 1" thick fine dressed on the surface without winding set in lime mortar 1:2 including rubbing and polishing of the joints. of existing library to match the existing shape of building very carefully without any damaging the old structure or as directed by Engineer incharge.	450.00	879/2	P-sft	395550/2
4	Provision for removal of termite effected and damaged Burma Teak Roof of Library with very carefully and providing and fixing of new burma teak wood roof in same design and shape to avoid any kind of damage the existing structure i/c the cost of disposal of waste material, labour, scafolding etc complete in all respoect.	630.00	5740].	P-Sft	3616200/2
5	Dismantling and removing of old block masonary/(additional work in building) of closed door of library to match the existing shape of building for opening purpose very crefully to avoid any kind of damage to the existing building.	140.00	15 2400)2	P-sft	2100/2
4	First class deodar wood wrought, joinery in doors and windows etc, fixxed in position including chowkats hold fasts hinges, iron tower bolts, chocks cleats, handles and cords with hooks, etc.(a) 2" thick Deodar panelled or panelled and glazed, or fully glazed. i/c Glass panelling as of exisitnig doors to match the old work very care fully to avoid any kind of damage old structutre.	160.00	1870.26).	P-Sft	299 232/2
6	Very crefully cleaning/washing Existing stone masonary with Wax/Caustic Soda/toluene(S-Free)/ or sand blasting for complete chemical cleaning to avoid any kind of damage to the old structure i/c the cost of scafolding labour etc complete in alla respect.	1,350.00	18/2	P-Sft	24300/2

<u>(6)</u>,

7	Provision made for Racking and filling of cracks/joints with lime ,stone dust, bond and colour pigment to match the original colour shape i/c scafolding, labour material etc complete in all respects very carefully to avoid any kind of damage to the old structure	180.00	45/2	P-Sft	8/007.		
8	Provision made for Providing and laying lime pointing 1:2 to match color of the building on stone masonary wall including the cost of preparing joints or damaged corners/stones fixing and removing scafolding and cleaning the site etc complete as directed by Engineer Incharge.(I) In lime mortar 1:2 very carefully to avoid any kind of damage to the old building.	1,350.00	24/2	P-Sft	32400/		
9	Providing and fixing with jute felt paper of 60 Lbs over roof I/c cleaning of roof with wire brush an removing dust, applying bitumen coat at the rate of 34 Lbs per% sft as premix inter coats and then laying felt paper with 10% over laps, then applying and spreading hill sand at the rate of 1 cft for 100 sft. The cost also i/c necessary fire material, kerosene oil, wood etc complete in all respect very carefully or as directed by Engineer Incharge.		149/2	P-Sft	2011507.		
10	Provision for replacement broken/damaged burnt manglore tile 15" x 8" x 1-1/2" of approved Designed/ shape laid flat in 1:2 gray cement martar over a bed of 3/4" thick cement Mortar (1:2) etc complete as directed by the engineer incharge in all respect of Library very carefully to avoid any sort of damage to old structure i/c disposal of material outside of muncipal limits.	1,350.00	50.40]2	P-Sft	6804d).		
11	Providing Anti-termmite treatment by spraying /sprinkling /spreading Neptachler 0.5% Emulsion as an overal construction treatment in slab type construction along external foundation trenches of the building over complete parimter of the Roof, Walls and complete i/s of library very carefully to avoid any sort of damage to old structure.	1,350.00	13/2	P.Sft	17550/		
12	Provision for applying spirit polish three coat of approved make including rubbings and preparing the surface complete in all respect as per instruction of Engineer incharge i/c cartradge,labour,scafolding etc complete in all	1,558.55	25.56%	P-Sft	39743.025%		
13	Provision made for providing, fixing and laying of New Library Shelves of various sizes with shutters and shelves of best quality teak wood i/c glass panes of 25 mm thick and back complete with lasani sheet, aluminium channel framing etc, polishing and necessary locking arrangement complete in all respect of approved design and specification as per direction of Engineer Incharge, very care fully to avoid any kind of damage to old structure.	103.84	1950/2	P-Sft	202489/2		
	TOTAL	1	111111111111111111111111111111111111111		5.00.00		
	TOTAL		UHAMIVIA Executive Ianning Development	Lin)	5000,003-08/=		
. (Signature & Stamp of Company Firm Company						