



(022)9210126

(022)9210127, ✉ hb0223xenhyd@gmail.com

No. TC/G-55/ 1342 /2017.

Office of the

EXECUTIVE ENGINEER

Highways Division (W&S) Dept:

Public Health Engineering Building,

2ND Floor, Journalist Colony, Hyderabad.

Dated: 13/12 /2017

To.

The Director of Information.
Advertisement & Publication Department.
Government of Sindh.
KARACHI.

SUBJECT: PUBLICATION OF NOTICE INVITING TENDERS.

The Notice Inviting Tenders (07 Nos. Copies) are sent herewith for favour of wide the Publication in (03) three Leading Daily Newspapers Urdu, English & Sindhi, as per Government Policy.

D.A / As Above:

/
(MOULA BUX SHAIKH)
EXECUTIVE ENGINEER
HIGHWAYS DIVISION
HYDERABAD

Copy f.w.c's to:-

- ✓ The Director Sindh Public Procurement Regulatory Authority, Barrack No. 8, Sindh Secretariat No. 4-A, Court Road, Karachi for information and publication (Up – Load) on website www.pprasingh.gov.pk
2. The Superintending Engineer, Works & Services Department Hyderabad for information.

SPPRA INWARD DIARY

No : 3910
DATED : 22-12-17

EXECUTIVE ENGINEER
HIGHWAYS DIVISION
HYDERABAD

From soft copy
26-12-17



(022)9210126

(022)9210127, ✉ nb0223xenhyd@gmail.com

No. TC/G-55/1342/2017.

Office of the

EXECUTIVE ENGINEER

Highways Division (W&S) Dept:

Public Health Engineering Building,

2ND Floor, Journalist Colony, Hyderabad.

Dated: 13/12/2017

NOTICE INVITING TENDERS

The sealed bids/tenders are hereby invited from the Contractors/Firms, interested person as per SPPRA Rules 2010 (Amended 2013) for the execution/procurement of the following works.

Sr.#	Name of Scheme	Estimated Cost (Million)	Bid Money 5% (Million)	Tender Fee (Million)	Time Allowed
NEW ADP SCHEMES FOR THE YEAR 2017-18					
1	Construction of Road from Ghangra Mori Miran Shah Grid Station to Village Rano Thakur Mile 0/0-0/5.	9.937	0.497	0.003	12 Months
2	Improvement of Road at Village Khuda Bux Gopang UC No.03 HMC Mile 0/0-0/3+300 ft.	4.472	0.224	0.003	12 Months
3	Construction C.C Block Road from Khameso Palari to Lalu Plari to Sunny CNG Mile 0/0-0/1 Taluka Qasimabad.	2.969	0.148	0.003	12 Months
4	Construction of C.C Road in Village Gulab Laghari Mile 0/0-0/1 ft Taluka Qasimabad.	2.473	0.124	0.002	12 Months
5	Construction of C.C Road in Al-Shebaz Colony Mile 0/0-0/3+250 ft Taluka Qasimabad.	8.445	0.422	0.003	12 Months
6	Construction of Road from Village Imam Bux Lund to Village Gul Hassan Lund (1 KM).	6.000	0.300	0.003	12 Months
7	Construction of Road from Jhang Mori Stop to Mir Allah Bux Talpur UC Chukhi Taluka Hyderabad.	2.000	0.100	0.002	12 Months
8	Construction of Road from Village Umeed Ali Rind to Hussain Bux Lashari UC Seri Taluka Hyderabad.	4.170	0.209	0.003	12 Months
9	Improvement of CC Paving Block at Masoomenn Imam Bargha Sadaqat Colony unit # 09 Latifabad.	7.000	0.350	0.003	12 Months
10	Improvement of CC road at Back Side of Board Office Unit # 09 Latifabad.	2.000	0.100	0.002	12 Months
COMMUNITY DEVELOPMENT PROGRAMM 2017-18 (PS-50)					
11	Const: of Various C.C Street at Town Committee Husri Taluka Hyderabad (Rural)	8.816	0.441	0.003	05 Months
12	Const: of CC Street Various villages at U.C Bhiki Taluka Hyderabad (Rural)	16.762	0.838	0.003	05 Months
13	Const: of C.C Street Various villages at U.C Masu Bhurgari & Barchani Taluka Hyderabad (Rural)	14.086	0.704	0.003	05 Months
14	Const: of C.C Street Various villages at U.C Tando Jam & U.C Moosa Khatian Taluka Hyderabad (Rural)	18.462	0.923	0.003	05 Months
15	Const: of C.C Street Various villages at U.C Tando Qaiser & U.C Sawan Khan Gopang Taluka Hyderabad (Rural)	14.257	0.713	0.003	05 Months
16	Const: of C.C Street Various villages at U.C Mori , U.C Dhamachani & U.C Tando Hyder Taluka Hyderabad (Rural)	17.415	0.871	0.003	05 Months
17	Const: of C.C Street Various villages at U.C Senhwah & U.C Chukhi Taluka Hyderabad (Rural)	10.203	0.510	0.003	05 Months

Conti: on Page No.02

M&R PROGRAMM 2017-18					
18	M&R road from Phulleli Mori to Village Muhammad Khan Bagrani 0/0-1/0 in portion Taluka Qasimabad.	2.200	0.11	0.002	05 Months
19	M&R CC street in Mubharak Colony Near Hur Camp Taluka Qasimabad.	1.500	0.075	0.002	05 Months
20	M&R road from Alamdar Chowk to Gird Station Colony Gate Taluka Qasimabad.	3.000	0.120	0.003	05 Months
21	M&R road from Hyderabad Bye Pass to Goth Ismail Chand via Goth Mulla Farash i/c link mile 0/0-1/4 Taluka Qasimabad.	6.000	0.300	0.002	05 Months
22	M&R of CC road streets in Sehrish Nagar mile 0/0-0/2+330 Taluka Qasimabad.	4.500	0.225	0.003	05 Months
23	M&R of CC road from Wadhu Wah to Prince Town mile 0/0-0/3+330 in portion Taluka Qasimabad.	6.500	0.325	0.003	05 Months
24	M&R of road from Poonam Chowk to Main Wadhu Wah road mile 0/0-0/1 Taluka Qasimabad.	8.090	0.4045	0.003	05 Months
25	M&R of CC Paver road from Hussainabad Police Station to Hazara Colony Taluka Latifabad.	8.111	0.4055	0.003	05 Months
26	M&R of road from Akber CNG to Govt. Collage via PS Pinjari Taluka City Hyderabad.	7.000	0.350	0.003	05 Months
27	M&R of road from Shiakh Bhirkio road to village Nindo Thebo road mile 0/0-1/5+165 ft U.C Mori Taluka Rural.	21.340	1.067	0.005	05 Months
28	M&R of road from National Highway Talib – ul – Mola Colony to village Budhani Deh Amilpur U.C Barchani road mile 0/0-0/2 Taluka Rural.	2.184	0.1092	0.002	05 Months
29	M&R of road from Hyderabad By Pass Subhanullah CNG to Syed Housing Society mile 0/0-0/2+165 Taluka Qasimabad.	2.540	0.127	0.002	05 Months
30	M&R of 3ft Spin Culvert at Isra Village opposite Malik Petrol Pump Taluka Qasimabad.	0.252	0.0126	0.001	05 Months

TERMS AND CONDITIONS OF THE TENDERS

1. Tender schedule shall be as follow.

S.#	SCHEDULE	DATE & TIME	VENUE
1.	Received of Applications and issuance of Tenders	Issuance of Tenders from the date of Hosting / publication till 29/12/2017	Executive Engineer, Highways Division, Public Health Engineering Building, 2 ND Floor, Journalist Colony, Hyderabad.
2.	Dropping of Tenders	29/12/17 @ 02:00 p.m.	Executive Engineer, Highways Division, Public Health Engineering Building, 2 ND Floor, Journalist Colony, Hyderabad.
3.	Opening of Tenders	29/12/17 @ 3:00 p.m.	Executive Engineer, Highways Division, Public Health Engineering Building, 2 ND Floor, Journalist Colony, Hyderabad.

- In case of any reasons, if the tenders are not responded on the above date, the next date of submission and opening of bids will be **25/01/2018 @ 02:00 p.m.** and the tender documents will also be available from **29/12/17 to 24/01/2018** during office hours.
- The bidding documents will be issued to the interested firm/contractors on submission of written request on original letter head from the owner of the firm or their authorized representative having valid special power of attorney on the stamp paper duly attested by Oath Commissioner and on payment of non-refundable cost of tender price mentioned against each work, through call deposit/pay order on any scheduled bank in favour of **Executive Engineer, Highway Division, Hyderabad** and bidding document can also be downloaded from the SPPRA website (www.pprasinhd.govt.pk) with tender fee mentioned as above by hand/postal tender will not be considered.
- The **bid security equal to 5%** in shape of pay order from any scheduled bank in favour of **Executive Engineer, Highways Division, and Hyderabad** must be enclosed with tender documents; otherwise the tender will be rejected.
- The contractors must mention their complete and correct present / postal address in tender documents and quoted the rates both in words and in figures incomplete / conditional tenders will be not accepted.

6. If any fake documents are found then the tender is liable to be rejected / cancelled without any compensation with penalty as per rules.
7. Canvassing in connection of tenders is strictly prohibited and tenders submitted by the contractors who are reported to be involved in canvassing will be liable for rejection.
8. All the tenders will be dropped on as per above schedule upto 02:00 pm and will be opened by the Procurement Committee, in the office of the undersigned at 03:00 pm in presence of such contractors / parties / firms/bidders who wish to be present.
9. In case, the date of opening declared as a public holiday by the Government, or non working day due to any reason the next official working day shall be deemed to be the date for submission and opening of tenders at the same time.
10. The procuring agency may reject all or any bids/tenders at any time prior to the acceptance of a bid or proposal subject to the relevant provision of SPPRA Rules 2010.
11. Tenders will not be received after the schedule time.
12. The successful bidder will submit the 10% performance guarantee within 14 days of letter of acceptance.
13. **Eligibility Criteria:-**
 - a. NTN Certificate & Registration with Sindh Board of Revenue.
 - b. Valid PEC & Category along-with specified code relevant field of specialization (*where applicable*).
 - c. Proof and details of works executed/being executed since last five years indicating the name of project/scheme/works with cost, date of commencement/completion.
 - d. Affidavit / Undertaking regarding Firm never been black listed **OR** not involved in any Court Case/Litigation with any Government/Semi Government Department.
 - e. Copy of C.N.I.C.

-Sd/-
Executive Engineer
Highways Division
Hyderabad


1. Copy to the Secretary to Government of Sindh Information & Technology Department of Sindh Secretariat No. 6, Karachi for Sindh Government Website, alongwith 1 No. C.D for favour of his kind information.
2. Copy to the Director (CB) Sindh Public Procurement Regulatory Authority Barrack No. 8, Sindh Secretariat No. 4-A, Court Road Karachi for hoisting of SPPRA Web Site.
3. Copy f.w.c to the Superintending Engineer (Works & Services) Hyderabad for favour of his kind information.
4. Copy forwarded to the Executive Engineer (Buildings) Division Hyderabad for information and wide publicity.
5. Copy forwarded to the Assistant Engineer (all) working under Highways Division Hyderabad for information and wide publicity.
6. Copy of Head Clerk / Drawing Branch / Notice Board (Local).


Executive Engineer
Highway Division
Hyderabad

ANNUAL PROCUREMENT PLAN
EXECUTIVE ENGINEER HIGHWAYS DIVISION HYDERABAD
UNDER ADP & COMMUNITY DEVELOPMENT SCHEMES FOR THE YEAR 2017-18

Sr. No	ADP/ Non ADP	Title of Procurement	Estimated Cost in Million Rs.	Funds Released	Method	Tentative Actual Date of NIT	Tentative Actual Closing Date of NIT	Tentative Actual Date of Notification	Tentative Dead Line / Actual Date of Notification	Remarks
		NEW ADP SCHEMES FOR THE YEAR 2017-18			Single Stage One Envelope Bidding Procedure	1st week of Jan-2018	1st week of Jan-2018	3rd week of Jan-2018	3rd week of Jan-2018	--
1		Construction of Road from Ghangra Mori Miran Shah Grid Station to Village Rano Thakur Mile 0/0-0/5.	9.937	1.242	--	--	--	--	--	--
2		Improvement of Road at Village Khuda Bux Gopang UC No.03 HMC Mile 0/0-0/3+300 ft.	4.472	0.559	--	--	--	--	--	--
3		Construction C.C Block Road from Khameso Palari to Lalu Plari to Sunny CNG Mile 0/0-0/1 Taluka Qasimabad.	2.969	0.371	--	--	--	--	--	--
4		Construction of C.C Road in Village Gulab Laghari Mile 0/0-0/1 ft Taluka Qasimabad.	2.473	0.309	--	--	--	--	--	--
5		Construction of C.C Road in Al-Shebaz Colony Mile 0/0-0/3+250 ft Taluka Qasimabad.	8.445	1.056	--	--	--	--	--	--
6		Construction of Road from Village Imam Bux Lund to Village Gul Hassan Lund (1 KM).	6.000	0.750	--	--	--	--	--	--
7		Construction of Road from Jhang Mori Stop to Mir Allah Bux Talpur UC Chukhi Taluka Hyderabad.	2.000	0.250	--	--	--	--	--	--
8		Construction of Road from Village Umeed Ali Rind to Hussain Bux Lashari UC Seri Taluka Hyderabad.	4.170	0.521	--	--	--	--	--	--
		COMMUNITY DEVELOPMENT PROGRAMM 2017-18 (PS-50)								
9		Const: of Various C.C Street at Town Committee Husri Taluka Hyderabad (Rural)	8.816	8.816	--	--	--	--	--	--
10		Const: of CC Street Various villages at U.C Bhiki Taluka Hyderabad (Rural)	16.762	16.762	--	--	--	--	--	--

Sr. No	ADP/ Non ADP	Title of Procurement	Estimated Cost in Million Rs.	Funds Released	Method	Tentative Actual Date of NIT	Tentative Actual Closing Date of NIT	Tentative Actual Date of Notification	Tentative Dead Line / Actual Date of Notification	Remarks
11		Const: of C.C Street Various villages at U.C Masu Bhurgari & Barchani Taluka Hyderabad (Rural)	14.086	14.086	--	--	--	--	--	--
12		Const: of C.C Street Various villages at U.C Tando Jam & U.C Moosa Khatian Taluka Hyderabad (Rural)	18.462	18.462	--	--	--	--	--	--
13		Const: of C.C Street Various villages at U.C Tando Qaiser & U.C Sawan Khan Gopang Taluka Hyderabad (Rural)	14.257	14.257	--	--	--	--	--	--
14		Const: of C.C Street Various villages at U.C Mori , U.C Dhamachani & U.C Tando Hyder Taluka Hyderabad (Rural)	17.415	17.415	--	--	--	--	--	--
15		Const: of C.C Street Various villages at U.C Senhwah & U.C Chukhi Taluka Hyderabad (Rural)	10.203	10.203	--	--	--	--	--	--


 Executive Engineer
 Highway Division
 Hyderabad

**GOVERNMENT OF SINDH
WORKS & SERVICES DEPARTMENT**

Karachi dated 13th January, 2016.

NOTIFICATION

No. E&A(W&S)3-9/91/2013 (Hyderabad): With the approval of Competent Authority, a Complaint Redressal Committee with the following composition, in terms of Rule-31 of Sindh Public Procurement Rules-2010 (Amended 2013), is hereby constituted in the Office of Executive Engineer, Highways Division, Hyderabad for the purpose of redressal of grievances and settlement of disputes, if any, arises between procuring agency and bidders:-

- | | |
|---|----------|
| 4. Chief Engineer (Highways), Hyderabad. | Chairman |
| 5. Representative of District Accounts Officer, Hyderabad | Member |
| 6. An independent professional from the relevant field (Technical Expert) from Market privately, who is well versed with procurement process under SPPRA Rules, 2010. | Member |

2. The Functions & Responsibilities of the Committee will be same as specified in Rules-31 (4) and (5) of Sindh Public Procurement Rules-2010.


SECRETARY TO GOVERNMENT OF SINDH

No. E&A(W&S)3-9/91/2013 (Hyd)

Karachi, dated the 13th January, 2016.

A copy is forwarded for information to:-

1. The Accountant General, Sindh, Karachi.
The Managing Director, SPPRA, Karachi.
1. The Chief Engineer (Highways/Buildings), Hyderabad.
2. The Chairman / Members of the Committee.
3. The Deputy Director (Monitoring), PM&E Cell, W&SD, Karachi.
4. P.S to Minister, Works & Services Sindh, Karachi
5. P.S to Secretary, Works & Services Department, Karachi.
6. Notification file.


**SECTION OFFICER (GENERAL)
FOR SECRETARY TO GOVT. OF SINDH**



GOVERNMENT OF SINDH
WORKS & SERVICES DEPARTMENT

Karachi, dated the 23rd November, 2017

NOTIFICATION

No. E&A(W&S)3-9/91-2013: With the approval of Competent Authority a Procurement Committee in terms of Rule-7 of Sindh Public Procurement Rules-2010 (Amended 2013), is hereby constituted in the Office of Executive Engineer, Highways Division, Hyderabad with the following composition:-

- | | | |
|-----|--|----------|
| 01. | Executive Engineer,
Highways Division,
<u>HYDERABAD</u> | Chairman |
| 02. | Assistant Engineer,
Highways Sub- Division,
<u>QASIMABAD</u> | Member |
| 03. | Assistant Engineer,
Public Health, Sub-Division,
<u>JAMSHORO</u> | Member |

2. The Functions & Responsibilities of the committee will be same as specified in Rules-7 & 8 of Sindh Public Procurement Rules-2010 (Amended 2013).

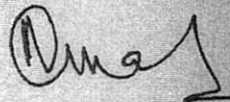
AIJAZ AHMED MEMON
SECRETARY TO GOVERNMENT OF SINDH

No. E&A(W&S)3-9/91-2013

Karachi, dated the 23rd November, 2017.

A copy is forwarded for information to:-

9. The Accountant General, Sindh, Karachi.
10. The Managing Director, SPPRA Karachi.
11. The Chairman / Members of the Committee.
12. The Deputy Director (Monitoring) PM&E Cell, W&SD, Karachi.
13. P.S to Minister, Works & Services Department, Karachi.
14. P.S to Secretary, Works & Services Department, Karachi.
15. P.A to Deputy Secretary (Admn.), Works & Services Department, Karachi.
16. Notification file.


23/11/17
(ABDUL GHAFOOR GOPANG)
SECTION OFFICER (GENERAL)
FOR SECRETARY TO GOVT. OF SINDH

SPPRA BIDDING DOCUMENT

STANDARD FORM OF BIDDING DOCUMENT

FOR

PROCUREMENT OF WORKS

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

NAME OF WORK:

Construction of Road from Ghangra Mori Miran Shah Grid Station to Village Rano Thakur Mile 0/0-0/5.

RS.(9.937 MILLION)

NAME OF CONTRACTOR/FIRM:

M/s. _____

DR NO. _____

DATED: _____

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

A. Basis of Documents

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

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

B. Contents of Documents

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

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

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

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

- (i) Invitation for Bids

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

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

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

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

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

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

1. The eligible bidders are defined in IB.2; the text can be amended by the Procuring Agency as deemed appropriate.
2. The non-refundable fee for the sale of Bidding Documents should be nominal so as to cover printing/reproduction and mailing costs and to ensure that only bona-fide bidders shall apply (SPP Rule 20).
3. The amount of Bid Security should be a lump sum figure or a percentage, but not less than 1% and more than 5% of bid price and should be in accordance with IB.13.1 (SPP Rule 37).
4. If the venue of receipt of bids and the opening of bids is the same, the times for receipt and opening of bids are to be entered in last Para of the Notice Inviting Tender, otherwise indicate the name, address and exact location for the opening of bids. However the date for the receipt and the opening of bids shall be same (SPP Rule 41).

D. Instructions to Bidders

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

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

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

INVITATION FOR BIDS

Date: 21/12/2017

Bid Reference No.: TC/G-55/1360/2017

1. The Procuring Agency, **Executive Engineer, Highways Division, Hyderabad** 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, **Construction of Road from Ghangra Mori Miran Shah Grid Station to Village Rano Thakur Mile 0/0-0/5, Rs.9.937(Million)**, which will be completed in 12 Months.
2. A complete set of Bidding Documents may be purchased by an interested eligible bidder on submission of a written application to the office given below and upon payment of a non-refundable fee of Rupees **0.003(Million)** Bidders may acquire the Bidding Documents from the Office of the Procuring Agency, at **Executive Engineer, Highways Division, Hyderabad, Public Health Engineering Building, 2ND Floor, Journalist Colony, Hyderabad.**
3. All bids must be accompanied by a Bid Security in the amount of Rs. **0.497(M)** (Rupees _____ only) or 5% percentage of bid price in the form of (*pay order / demand draft / bank guarantee*) and must be delivered to **Executive Engineer, Highways Division, Hyderabad, Public Health Engineering Building, 2ND Floor, Journalist Colony, Hyderabad.** at or before **1400** hours, on **09-01-2018**. Bids will be opened at **1500** hours on the same day in the presence of bidders' representatives who choose to attend, at the same address.

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

3. The sum insured for different insurances including minimum amount of third party insurance should be assessed by the Engineer/Procuring Agency and entered in Contract Data. Such insurance cover shall be carried out with Insurance Company having at least AA rating from PACRA / JCR in the favour of the procuring agency.
4. The time for completion of the whole of the works should be assessed by the Engineer/Procuring Agency and entered in the Contract Data.
5. The Conditions of Contract contain no overall limit on the Contractor's liability. The amount of **liquidated damages** per day of delay shall be entered by the Engineer/Procuring Agency in Contract Data. Usually the liquidated damages are set between **0.05 percent and 0.10 percent per day and the maximum limit as 10 percent of contract price stated in the Letter of Acceptance.**
6. Any amendment and/or additions to the Conditions of the Contract that are specific to a given Bid/Contract should be included by the Procuring agency. This may include but not be limited to the provisions regarding the following:
 - a) Terms of Payment should be prepared and incorporated in Contract Data by the Engineer/Procuring Agency.
 - b) The Engineer/Procuring Agency to make sure that all taxes and duties are included by the Bidders/Contractors in their prices.

I. Specifications

To be prepared and incorporated by the Engineer/Procuring Agency

J. Drawings

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

**INSTRUCTIONS
TO BIDDERS
&
BIDDING DATA**

Notes on the Instructions to Bidders

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

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

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INSTRUCTIONS TO BIDDERS

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

A. GENERAL

IB.1 Scope of Bid & Source of Funds

1.1 Scope of Bid

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

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

1.2 Source of Funds

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

IB.2 Eligible Bidders

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

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

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

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

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

- c) if prequalification has not undertaken , the procuring agency may ask information and documents not limited to following:-
 - (i) company profile;
 - (ii) works of similar nature and size for each performed in last 3/5 years;
 - (iii) construction equipments;
 - (iv) qualification and experience of technical personnel and key site management;

of contents of bidding documents in writing and procuring agency shall respond to such queries in writing within three calendar days, provided they are received at least five calendar days prior to the date of opening of bid (SPP Rule 23-1).

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

- 6.1 At any time prior to the deadline for submission of Bids, the Procuring Agency may, for any reason, whether at his own initiative or in response to a clarification requested by an 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.

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**
EXECUTIVE ENGINEER, HIGHWAYS DIVISION, HYDERABAD
-

Brief Description of Works

CONSTRUCTION OF ROAD FROM GHANGRA MORI MIRAN SHAH GRID STATION TO VILLAGE RANO THAKUR MILE 0/0-0/5

- 5.1 (a) Procuring Agency's address:
EXECUTIVE ENGINEER, HIGHWAYS DIVISION, HYDERABAD, PUBLIC HEALTH ENGINEERING BUILDING, 2ND FLOOR, JOURNALIST COLONY, HYDERABAD.
- (b) Engineer's address:
EXECUTIVE ENGINEER, HIGHWAYS DIVISION, HYDERABAD, PUBLIC HEALTH ENGINEERING BUILDING, 2ND FLOOR, JOURNALIST COLONY, HYDERABAD.
- 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)*
- Financial capacity: *(must have turnover of Rs-----Million);*
 - Technical capacity: *(mention the appropriate category of registration with PEC and qualification and experience of the staff);*
 - Construction Capacity: *(mention the names and number of equipments required for the work).*

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

13.1 **Amount of Bid Security**

Rs.0.497(M), 5%

14.1 **Period of Bid Validity**

90 days

(Fill in "number of days" not exceeding 90)

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

One original plus _____ copies.

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

EXECUTIVE ENGINEER, HIGHWAYS DIVISION, HYDERABAD, PUBLIC HEALTH ENGINEERING BUILDING, 2ND FLOOR, JOURNALIST COLONY, HYDERABAD.

15.1 **Deadline for Submission of Bids**

Time: 2:00 AM/PM on 09-01-2018.

16.1 **Venue, Time, and Date of Bid Opening**

Venue: **Executive Engineer, Highways Division, Hyderabad, Public Health Engineering Building, 2ND Floor, Journalist Colony, Hyderabad.**

Time: 3:00 p.m Date: 09-01-2018

16.4 **Responsiveness of Bids**

- (i) Bid is valid till required period,

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

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

- (a) **Fixed Price contract:** In these contracts no escalation will be provided during currency of the contract and normally period of completion of these works is upto 12 months.
- (b) **Price adjustment contract:** In these contracts escalation will be paid only on those items and in the manner as notified by Finance Department, Government of Sindh, after bid opening during currency of the contract.

FORM OF BID
(LETTER OF OFFER)

Bid Reference No. TC/G-55/1360/2017, dated: 21-12-2017.

Name of Work:

Construction of Road from Ghangra Mori Miran Shah Grid Station to Village Rano Thakur Mile
0/0-0/5

To:

Gentlemen,

1. Having examined the Bidding Documents including Instructions to Bidders, Bidding Data, Conditions of Contract, Contract Data, Specifications, Drawings, if any, Schedule of Prices and Addenda Nos. _____ for the execution of the above-named works, we, the undersigned, being a company doing business under the name of and address _____ and being duly incorporated under the laws of Pakistan hereby offer to execute and complete such works and remedy any defects therein in conformity with the said Documents including Addenda thereto for the Total Bid Price of Rs _____ (Rupees _____) or such other sum as may be ascertained in accordance with the said Documents.
2. We understand that all the Schedules attached hereto form part of this Bid.
3. As security for due performance of the undertakings and obligations of this Bid, we submit herewith a Bid Security in the amount of _____ drawn in your favour or made payable to you and valid for a period of twenty eight (28) days beyond the period of validity of Bid.
4. We undertake, if our Bid is accepted, to commence the Works and to deliver and complete the Works comprised in the Contract within the time(s) stated in Contract Data.
5. We agree to abide by this Bid for the period of _____ days from the date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
6. Unless and until a formal Agreement is prepared and executed, this Bid, together with your written acceptance thereof, shall constitute a binding contract between us.
7. We undertake, if our Bid is accepted, to execute the Performance Security

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

8. We understand that you are not bound to accept the lowest or any bid you may receive.
9. We do hereby declare that the Bid is made without any collusion, comparison of figures or arrangement with any other person or persons making a bid for the Works.

Dated this _____ day of _____, 20

Signature _____

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

(Name of Bidder in Block Capitals)

(Seal)

Address

Witness:

(Signature) _____

Name: _____

Address: _____

SCHEDULE - A TO BID

SCHEDULE OF PRICES – SUMMARY OF BID PRICES (Sample)

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

SCHEDULE - A TO BID

SCHEDULE OF PRICES

Item No.	Description	Quantity	Unit 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			
<p>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.</p>				

BOQ ATTACHED

Name of Work -

Construction of Road from Ghangra Mori Miran Shah Grid Station to Village Rano Thakur Mile 0/0-0/5.

PART-A

S.No.	Qty	Item of Work	Rate	Unit	Amount
1	191956	Earth work for road embankment by bulldozers including ploughing, mixing, clod breaking, dressing with optimum moisture content, lead up to 100 ft. and lift up to 5 ft in all types of soil except rock. (If earthwork is done by other than departmental agency). Compacting upto 85% Modified AASHO Density	9448.05	%0Cft	1813610
2	47586	Compacting upto 95-100% Modified AASHO Density	11977.8	%0Cft	569977
3	20394	preparing sub - base course by suppling and spreading stone metal 1-1/2 "to 2" gauge of approved quality from approved quarry from approved quality in required thickness of 6" layers 3" each to proper camber and grade l/c hand packing pilling voids with 10 cft screening heaving plasticity index of note more than 6% of suitable quality watering and compecting to achieve 98-100 % dansity of per modified ASSHO specification ratb i/c all cost of matrrials T&P & carriage upto site of work.	6493.83	%Cft	1324352
4	6798	laying brick edging l/c supply of 9"x4 1/2"x1/2" 1st class burnt brick s excav. for laying edging with small side parallel to the road rate l/c all cost of material labor and carraige to site of work.	7461.08	%Rft	507204
5	20394	preparing base course by supplying and spreading stone metal of approvrd quality from approved quarry properly graded to maximum size of 1 1/2" in required thickness of 6"x2 layers of 3" each to proper camber and grade to maximum size of l/c supplying and spreading 15 CFT screening and non plastic quarry fines filling depressions with stone metal after initial rolling i/c watering compacting the some so as achieve 100% density as per modified ASSHO specification (This i/c providing and using template camber plate screen forms as desired) Rate i/c all cost of material T&P labor and carriage to site of work.	7461.08	%Cft	1521613
6	20788	Providing 1st: coat of surface dressing on new or existing surface with 30 lbs of bitumen 80/100 penetration and 4.0 cft bajri of 3/4" - 1/2" guage l/c cleaning the road surface rolling etc complete. Rate includes all cost of materials T&P and crriage up to three chains.	1585.71	%Sft	329637
6	20788	Providing 1-1/2" thick consolidation premixed carpet in proper camber & grade l/c supplying 15 Cft 4Cft hill sand approved quality & grade) 93 lbs bitumen of 80/100 penetration l/c mixing mechanical mixer in required proportion heating materials & cleaning the road surface (hill sand 3 Cft for mixing and 2 Cft for dusting) rate i/c all cost of materilas T&P and carriage upto site of work.	6084.63	%Sft	1264873
7	61182	Earth work for road embankment from B.Pits including laying clod breaking, dressing lead up to 100 ft. and lift upto 5.ft (Three Mile Lead)	8002.47	%0Cft	489607

7820872

Rate Quoted by the Contractor _____ % Above / Below

Rate Quoted by the Contractor _____ % Above / Below

Deduct Diff: Cost of Bitumen 22.39 Tons @ Rs:-15825 /- P.Ton (-)

354322

Contractor

Executive Engineer
Highway Division
Hyderabad

Part "B" Culvert

S.No	Qty	Item of Work	Rate	Unit	Amount
1	1317	Excavation in foundation of buildings bridges other structures i/c dag belling , dressing refilling around the structure with stuff i/c watering and remmaning the same lead upto 100 ft and lift upto 5.0 ft (in ordinary soil) (O S P-4 I.18 (c))	3176.25	%0Cft	4183
2	237	Cement concrete brick or stone ballast 1-1/2-2" guage ratio 1:4:8	9416.28	%Cft	22317
3	471	Pacca Brick work in foundation and plinth in cement sand mortar ration 1:4	12501.4	%Cft	58882
4	61	Cement concrete plain i/c placing compacting finishing and curring complete i/c screening and washing or tone agregate without shurrering Ratio 1:2:4	14429.3	%Cft	8802
5	5.57	Fabrication of mild steel reinforcement for cement concrete i/c cutting bending laying in poston foints and fastening i/c cost of binding wire also includes of removal of rust for bars	4820.21	P.CWT	26849
6	90	RCC work i/c all labour and materials except the cost of steel reinforcement of labour for binding and beding which will be paid sepretely this rate also i/c a all cost of all kind of for formas moulds lifting shuttering curring reandering and finishing the exposed surface (i/c screening and watering washing of shingle) RCC work in roof slab beams, columns refts, lintels and other structural .	337	P.Cft	303
7	260	Cement plaster (1:3) upto 20 ' height 1/2" thick.	2344.59	%Sft	6096
8	84	Errection and removal of centering for R.C.C or plain CC work (Vertical)	3127.41	%Sft	2627

130058

Rate Quoted by the Contractor _____ % Above / Below

Rate Quoted by the Contractor _____ % Above / Below Item No 5

Contractor

Executive Engineer
Highway Division
Hyderabad

SCHEDULE – F TO BID

(INTEGRITY PACT)

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

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

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

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

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

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

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

.....
[Procuring Agency]

[Contractor]

CONTRACT DATA

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

Sub-Clauses of Conditions of Contract

- 1.1.3 Procuring Agency's Drawings, if any
(To be listed by the Procuring Agency)
- 1.1.4 **The Procuring Agency** means
EXECUTIVE ENGINEER, HIGHWAYS DIVISION, HYDERABAD
- 1.1.5 **The Contractor** means
Lowest Bidder
- 1.1.7 **Commencement Date** means the date of issue of Engineer's Notice to Commence which shall be issued within fourteen (14) days of the signing of the Contract Agreement.
- 1.1.9 **Time for Completion** 12 Months
(The time for completion of the whole of the Works should be assessed by the Procuring Agency)
- 1.1.20 **Engineer (mention the name along with the designation including whether he belongs to department or consultant) and other details**
Engr. Moula Bux Shaikh
Executive Engineer, Highways Division, Hyderabad
- 1.3 **Documents forming the Contract listed in the order of priority:**
- (a) The Contract Agreement
 - (b) Letter of Acceptance
 - (c) The completed Form of Bid
 - (d) Contract Data
 - (e) Conditions of Contract
 - (f) The completed Schedules to Bid including Schedule of Prices
 - (g) The Drawings, if any
 - (h) The Specifications
 - (i) _____
 - (j) _____

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

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

3.1 **Authorized person:** Assistant Engineer

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

Engr. Moula Bux Shaikh

Executive Engineer, Highways Division, Hyderabad, Public Health Engineering Building,

2ND Floor, Journalist Colony, Hyderabad

4.4 **Performance Security:**

Amount 8%

Validity 90 days

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

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

Specification Clause No's _____

7.2 **Programme:**

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

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

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

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

7.5 **Early Completion**

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

9.1 **Period for remedying defects**

10.2 (e) **Variation procedures:**

Day work rates _____
_____ (details)

11.1 **Terms of Payments**

a) **Mobilization Advance**

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

STANDARD FORMS

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

FORM OF BID SECURITY
(Bank Guarantee)

Guarantee No. _____
Executed on _____

(Letter by the Guarantor to the Procuring Agency)

Name of Guarantor (Scheduled Bank in Pakistan) with
address: _____

Name of Principal (Bidder) with
address: _____

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

Bid Reference No. _____ Date of Bid _____

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

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

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

- (1) that the Bid Security shall remain valid for a period of twenty eight (28) days beyond the period of validity of the bid;
- (2) that in the event of;
 - (a) the Principal withdraws his Bid during the period of validity of Bid, or
 - (b) the Principal does not accept the correction of his Bid Price, pursuant to Sub-Clause 16.4 (b) of Instructions to Bidders, or
 - (c) failure of the successful bidder to
 - (i) furnish the required Performance Security, in accordance with Sub-Clause IB-21.1 of Instructions to Bidders, or
 - (ii) sign the proposed Contract Agreement, in accordance with Sub-Clauses IB-20.2 & 20.3 of Instructions to Bidders,

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

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

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

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

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

Guarantor (Bank)

Witness:

1. Signature

1.

2. Name _____

3. Title _____

Corporate Secretary (Seal)

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. _____ Dated _____

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

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

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

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

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

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

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

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

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

FORM OF CONTRACT AGREEMENT

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

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

NOW this Agreement witnesseth as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents after incorporating addenda, if any except those parts relating to Instructions to Bidders, shall be deemed to form and be read and construed as part of this Agreement, viz:
 - (a) The Letter of Acceptance;
 - (b) The completed Form of Bid along with Schedules to Bid;
 - (c) Conditions of Contract & Contract Data;
 - (d) The priced Schedule of Prices/Bill of quantities (BoQ);
 - (e) The Specifications; and
 - (f) The Drawings
3. In consideration of the payments to be made by the Procuring Agency to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Procuring Agency to execute and complete the Works and remedy defects therein in conformity and in all respects within the provisions of the Contract.
4. The Procuring Agency hereby covenants to pay the Contractor, in consideration of the execution and completion of the Works as per provisions of the Contract, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

Signature of the Contactor

Signature of the Procuring Agency

(Seal)

(Seal)

Signed, Sealed and Delivered in the presence of:

Witness:

Witness:

(Name, Title and Address)

(Name, Title and Address)

MOBILIZATION ADVANCE GUARANTEE

Guarantee No. _____

Executed on _____

(Letter by the Guarantor to the Procuring Agency)

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

_____ (Particulars of Contract), with

_____ (hereinafter called the Contractor).

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

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

AND WHEREAS _____ (Scheduled Bank) (hereinafter called the Guarantor) at the request of the Contractor and in consideration of the Procuring Agency agreeing to make the above advance to the Contractor, has agreed to furnish the said Guarantee.

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

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

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

This Guarantee shall expire not later than _____
by which date we must have received any claims by registered letter, telegram, telex or telefax.

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

Guarantor (Scheduled Bank)

Witness:

1. _____

Corporate Secretary (Seal)

2. _____

(Name, Title & Address)

1. Signature _____

2. Name _____

3. Title _____

Corporate Guarantor (Seal)

INDENTURE FOR SECURED ADVANCES.

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

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

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

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

AND WHEREAS the contractor has applied to the
----- for an advance to him of Rupees -----
(Rs.) on the security of materials absolutely belonging to him and brought by him to the site of the said works the subject of the said agreement for use in the construction of such of the said works as he has undertaken to execute at rates fixed for the finished work (inclusive of the cost of materials and labour and other charge) AND WHEREAS the Government has agreed to advance to the Contractor the sum of Rupees, (Rs.) on the security of materials the quantities and other particulars of which are detailed in Part II of Running Account Bill (E). the said works signed by the contractor
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on----- — and on such covenants and conditions as are hereinafter contained and the Government has reserved to itself the option of marking any further advance or advances on the security of other materials brought by the Contractor to the site of the said works.

NOW THIS INDENTURE WTTNESSETH that in pursuance of the said agreement and in consideration of the sum of Rupees..... -----
(Rs. -----) on or before the execution of these presents paid to the Contractor by the Government (the receipt whereof the Contractor doth hereby acknowledge) and of such further advances (if any) as may be made to him as aforesaid (all of which advances are hereinafter collectively referred to as the said amount) the Contractor doth hereby assign unto the Government the said materials by way of security for the said amount

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

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

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

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

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

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

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

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

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

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

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

(8) That the Contractor hereby charges all the said materials with the repayment to the Government of the said sum of Rupees (Rs.....) and any further sum or sums which may be advanced as aforesaid and all costs charges damages and expenses payable under these presents PROVIDED ALWAYS and it is hereby agreed and declared that notwithstanding anything in the said agreement and without prejudice to the powers contained therein if and whether the covenant for payment and repayment hereinbefore contained shall become enforceable and the money owing shall not be paid to accordingly.

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

- (a) Seize and utilize the said materials or any part thereof in the completion of the said works on behalf of the Contractor in accordance with the provisions in that behalf contained in the said agreement debiting the Contractor with the actual cost of effecting such completion the amount due in respect of advances under these presents and crediting the Contractor with the value of work done as he had carried it out in accordance with the said agreement and at the rates thereby provided. If the balance is against the Contractor he is to pay the same to the Government on demand.
- (b) Remove and sell by public auction the seized materials or any part thereof and out of the moneys arising from the sale retain all the sums aforesaid repayable to the Government under these presents and pay over the surplus (if any) to the Contractor.
- (c) Deduct all or any part of the moneys owing out of the security deposit or any sum due to the Contractor under the said agreement.

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

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

In witnesses whereof the* ----- on behalf of the
Governor of Sindh and the said..... --have hereunto set
their respective hands and seals the day and first above written.

Signed, sealed and delivered by* In
the presence of

Seal

1st witness 2nd witness

----- Signed, sealed and delivered by* In
the presence of

Seal

1st Witness 2nd witness

***DRAWINGS**

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