OFFICE OF THE EXECUTIVE ENGINEER HIGHWAY DIVISION THATTA

No. TC/G-55/ 391 of 2026, Thatta Dated: 22/4/2026

NOTICE INVITING TENDER (EPADS)

1. This office invites NIT through "E-Pak Acquisition and Disposal System (EPADS)" on website "**http://portalsindh.eprocure.gov.pk/**" invited from the interested, eligible Contractors / Firms / Companies, for procurement of the following Special M&R Work, strictly in accordance with SPPRA E-Procurement submission requirements.

S. #	Name of Work	Estimated Cost	Contractors P.E.C Category	Specialized Code (s)	Tender Fees (Rs)	5% Bid Security (Rs. in millions) CDR only	Completion period
1.	M&R of road from S.S.P Office & Sessions Court road mile 0/3 to villages Hanif & Hussain Khushik & Bhani & Palari road mile 0/0-0/3 (0.60 KM)	10.5470	C- 6 & Above	CE01 CE10	3,000/-	527,350	03 Months
2.	M&R of road from S.S.P. Office & Sessions Court road mile 0/3 to villages Hanif & Hussain Khushik & Bhani & Palari road mile 0/3-0/6 (0.60 KM)	10.4450	C- 6 & Above	CE01 CE10	3,000/-	522,250	03 Months
3.	M&R of road from Karachi- Thatta-Hyderabad road mile 69/0 to village Old Chilya road mile 0/0-1/0 (1.60 Kms). Taken up length mile 0/4-1/0 (0.80 KM)	14.0840	C- 6 & Above	CE01 CE10	3,000/-	704,200	03 Months
4.	M&R of road from Asghar Ali Shah road mile 0/4 to village Usman Gabaar old mile 0/0-0/5 (1.00 KM)	14.1290	C- 6 & Above	CE01 CE10	3,000/-	706,450	03 Months
5.	M&R of road from Jhirk Town road mile 0/1+330' to RHC Jhirk Town road mile 0/0-0/1+440' (0.333 KM)	5.8690	C- 6 & Above	CE01 CE10	3,000/-	293,450	03 Months

2. **How to Apply**

i) Bidding documents containing detailed terms and condition can be viewed and downloaded from **"http:/portalsindh.eprocure.gov.pk".**

ii) Bids shall be submitted electronically through the "EPADS" only, Manual submission will not be entertained.

iii) Interested / eligible bidders must ensure their registration on EPADS at **"http:/portalsindh.eprocure.gov.pk"** for submission of e-bid.

iv) The original instrument of Tender Fee in the shape of pay order & bid security in the shape of call deposit receipt only shall be delivered to the Procurement Agency on or before the deadline for submission of E-Bids.

3. **Programme receipt and opening of Tender**

i) Bidding documents can be downloaded after hoisting on SPPRA EPADS website. Physical / Manual Bids will not be issued / accepted.

ii) All Bids will be submitted online only via SPPRA e-procurement system (EPADs) on or before **18.05.2026** by **10:00 A.M** and will be opened on the same day by **11:00 A.M.**

4. **Eligibility/ Mandatory:**

i) Valid Registration Certificate upto June 2026 and onwards with Pakistan Engineering Council in relevant category and specialized codes as mentioned against each work.

ii) Experience in similar nature of work(s) executed during the last five years:

i. At least one similar nature of work having minimum cost 80% of the estimated cost of the work.

ii. At least two similar nature of works each having minimum cost 50% of the estimated cost, duly supported by documentary evidence (work orders/contract agreement & project completion certificate by the concerned department/agency).

iii) Bio data of Engineering and Technical staff working with the firm along with attested CVs, which showing employment with firm.

iv) Average Annual Financial Turn-over not less than equivalent cost of the scheme / project for last five years.

v) Annual Audit Reports of last five years from (ICAP) registered audit firm. Audit report issued other than (ICAP) registered audit firms will not be accepted.

vi) List of Machinery involved in road/ bridge construction and available with documentary evidence its ownership / rented.

vii) At-least 15% or more annual average balance is required for the last five years (each separately) to the estimated cost of work applied. Fresh Bank Certificate (in original) must be attached stating annual average balance of given period.

viii) Bank Statement must be provided for the last five years starting from 1st July to 30th June for each year separately.

ix) Documentary evidence showing the contractor / firm owns or rented an Asphalt Plant along with its related Machinery such as Tandem, PTR and Paver machine (Applicable on Asphalt Concrete works), the concrete pouring shall be laid by using concrete batching plant and concrete TM machine.

x) Registration with Income Tax Department NTN certificates with active status with Federal Board of Revenue.

xi) Annual Income Tax returns of last five years 2020-21, 2021-22, 2022-23, 2023-24 & 2024-25.

xii) Registration Certificate of Sindh Revenue Board Government of Sindh (SRB) certificate (with Active Status).

xiii) Bid Security shall be in shape of Call Deposit Receipt (CDR) only from any scheduled Bank of Pakistan & Bid Security should be made from the Account of the Company / Firm of the participant, no pay order, Bank Guarantee and Bank Draft will acceptable except call deposit receipt of scheduled Bank otherwise the bid will be declared as no-responsive.

xiv) CDR of the Bid Security and Pay Order of the Tender fee shall be uploaded along with bid on the website of EPADS SPPRA as well as shall be submitted physically before date of opening of bid in the office of undersigned.

xv) Evaluation Criteria, sub-criteria, for the evaluation of Full Technical Proposals is based on Yes / No OR Pass/Fail if a bidder fails to obtain yes or pass in any criteria or sub-criteria then he/it shall not be qualified.

5. <u>Method of Procurement (Single Stage Two Envelops)</u>

6. <u>Bidding / Tender Documents</u>

i) The original instrument of Tender Fee and Bid Security as mentioned in the NIT in favour of the Executive Engineer Highway Division Thatta shall be delivered to the Procurement Agency on or before the deadline for submission of E-Bid, otherwise such tender will not be entertained / accepted and rejected.

ii) The Bid Security of the technically responsive bidders but reject due to higher rate will be returned back after-the issuance of work order to the successful bidder.

iii) In case of submission of any fake information/document or any other documents etc. the contractor/Firm will be disqualified from the current tendering procedure and will be black listed.

iv) All other terms & conditions will be as per SPPRA Rules 2010 (amended upto date) & other relevant SPPRA laws, Rules and Notifications to date.

v) In case of any member of procurement committee happens to be out of Head Quarter on the date of opening bids will be submitted and opened on next working day on same schedule.

vi) Joint venture will not be allowed.

vii) E-stamp paper amounting to Rs.500/- that all the documents / particulars / machinery information furnished are true and correct. In case of Bogus / Tempered or false information / certificates provided by the company / firm shall be liable to be black listed at any stage.

viii) The representative should and must bring authority on E-stamp paper amounting to Rs.500/- from owner on the date and time of opening of bids. Authority other than E-stamp paper will not be accepted.

ix) In case of Firm, giving full particulars of Directors / Proprietors or other connected along with Power of Attorney. In case opening sole proprietors such undertaking on E-stamp paper amounting to Rs.500/- be furnished.

x) Undertaking on E-stamp paper amounting to Rs.500/- that firm is not involved in any kind of litigation with any Government department, abandoned or unnecessary delay in completion of any work.

xi) Undertaking on E-stamp paper amounting to Rs.500/- that the firm / company is not currently black listed by any of the Government Department whether Federal or Provincial.

xii) (a) Each page of the technical proposal must be numbered and attested by the owner of firm / company along with its stamp. (b) Bid should be signed along with company's stamp.

xiii) The Tenders should be submitted along with the above required documentation / information if any of such required documents / information lacking then the tender will not be considered by the procuring committee.

7. Terms & Conditions

a) **Under following conditions bid will be rejected: -**

i) Hard copy of bid or by Hand bid will not be accepted.

ii) No conditional bids / Tenders shall be accepted.

iii) Bids not accompanied by bid security of required amount and manner.

iv) Bids uploaded / submitted after specified date and time.

v) Black listed firms

vi) Submitted documents if found forged at any stage.

b) Bid Validity period 90 days.

c) The procurement authority reserves the right to reject any or all the tenders / bids as per SPPRA Rules 2010 (Amended upto date).

d) In case Government announces any Public Holiday on scheduled dates, the tender will be opened on the next working day, as per usual schedule in accordance with SPPRA Rules.

e) All SPPRA Rules / Notifications (amended to date) must be followed.

EXECUTIVE ENGINEER
HIGHWAY DIVISION
THATTA

Copy F.W.Cs to the:-

1. The Director of Information (Adv), Public Relation Department, Govt. of Sindh, Block-96 Sindh Secretariat, Building Karachi alongwith Six (6) Copies for publication and insertion in three leading newspapers i.e. Urdu, English and Sindhi.
2. The Managing Director, Sindh Public Procurements Regulatory Authorities, Services, General Administration & Coordination Department, Barrack No. 8, Sindh Secretariat No. 4-A, Court Road Karachi, for information and necessary action.
3. The Deputy Commissioner, Thatta.
4. The Superintending Engineer Works & Services Department, Thatta, for information with a request to kindly regularize the action taken by the undersigned in the interest of public service.
5. The Members of Procurement Committee/ CRC Committee.
6. Copy to Notice Board.

EXECUTIVE ENGINEER
HIGHWAY DIVISION
THATTA

23/4/26

R&I Incharge
Advertisement Section
Information Department
Govt. of Sindh, Karachi

دفتر ایگزیکٹیو انجینئر ہائی وے ڈویژن ٹھٹھہ

No.TC/G-55/391 of 2026, Thatta Dated:22-04-2026

نوٹس طلبی ٹینڈر (EPADS)

1-دفتر ہذا کو ویب سائٹ http://portalsindh.eprocure.gov.pk پر ای پاک ایکوزیشن اینڈ ڈسپوزل سسٹم (EPADS) کے ذریعے دلچسپی کے حامل اہل ٹھیکیداروں/فرمز/کمپنیز سے تحتی کے ساتھ SPPRA ای پروکیورمنٹ سمیشن شرائط کے مطابق درج ذیل خصوصی M&R ورک کے حصول کے لئے NIT مطلوب ہیں۔

نمبر شمار	کام کا نام	تخمینی لاگت	ٹھیکیداروں کی PEC کیٹگری	اسپیشلائزڈ کوڈ/کوڈز	ٹینڈر فیس (روپے)	5% بڈ سیکیورٹی (ملین روپے میں) صرف CDR	مدت تکمیل
1	ایم اینڈ آر پائپ روڈ از SPP آفس اور سیمنٹ گودام روڈ میل 0/3 تا دیگر حلیف حسین شاک اور بروہی و پالاری روڈ میل (0.60km) 0/0-0/3	10.5470	C-6 اور بالا	CE-01 CE-10	3000	527,350	03/ماہ
2	ایم اینڈ آر پائپ روڈ از SSP آفس اور سیمنٹ گودام میل 0/3 تا دیگر حلیف اور حسین خوشک اور بروہی اور پالاری روڈ میل 0/0-0/5(0.60km)	10.4450	C-6 اور بالا	CE-01 CE-10	3000	522,250	03/ماہ
3	ایم اینڈ آر پائپ سڑک از کراچی یونیورسٹی۔حیدرآباد روڈ میل 69/0 تا مچ اللہ چلیا روڈ میل، 0/0-1/0(1.60km) تی جانے والی کچی میل (0.80km) 0/4-1/0	14.0840	C-6 اور بالا	CE-01 CE-10	3000	704,200	03/ماہ
4	ایم اینڈ آر پائپ روڈ از اصغر علی شاہ روڈ میل 0/4 تا مچ ملہان گبرو روڈ میل (1.00km) 0/0-0/5	14.1290	C-6 اور بالا	CE-01 CE-10	3000	706,450	03/ماہ
5	ایم اینڈ آر پائپ روڈ از جھرک ٹاؤن روڈ میل 330/0+1 تا RHC جھرک ٹاؤن روڈ میل 0/0-0/1+440(0.333km)	5.8690	C-6 اور بالا	CE-01 CE-10	3000	293,450	03/ماہ

2. درخواست دینے کا طریقہ:

(i) مفصل شرائط وضوابط پر مشتمل بڈنگ دستاویزات http://portalsindh.eprocure.gov.pk سے ملاحظہ اور ڈاؤن لوڈ کی جاسکتی ہیں۔(ii) پیشکشیں صرف بذریعہ EPADS الیکٹرونکلی جمع کرائی جائیں۔ مینوئل جمع کرائی جانے والی پر توجہ نہیں دی جائے گی (iii) دلچسپی رکھنے والے اہل پیشکش دہندگان EPADS پر اپنی پیشکش جمع کرانے کے لئے http://portalsindh.eprocure.gov.pk پر اپنی رجسٹریشن کو ازسرنو تصدیق بنائیں (iv) ٹینڈر فیس اور بڈ سیکیورٹی بینکل کال ڈپازٹ/پے آرڈر کا اصل انسٹرومنٹ پروکیورمنٹ ایجنسی کو ای۔ بڈز جمع کرانے کے لئے ڈیڈ لائن کو قبل ازوقت بڑھایا جائے۔

3. ٹینڈرز کی وصولی اور کھلنے کا پروگرام

(i) بڈنگ دستاویزات EPADS SPPRA ویب سائٹ پر آویزاں کئے جانے کے بعد ڈاؤن لوڈ کی جاسکتی ہیں،نرخ کل/ایٹمی بڈز جاری/قبول نہیں کی جائیں گی (ii) جملہ پیشکشیں 18-05-2026 کو یا قبل بوقت صبح 10:00 بجے تک صرف بذریعہ SPPRA ای پروکیورمنٹ سسٹم (EPADS) وصول کی جائیں گی اور اسی روز صبح 11:00 بجے کھولی جائیں گی۔

4. اہلیت/لازمی:

(i) مختلفہ کیٹگری اور اسپیشلائزیشن کو واضح کیا کہ ہر کام کے مقابل درج ہے میں پاکستان انجینئرنگ کونسل سے جون 2026 تک کا آمد رجسٹریشن سرٹیفکیٹ۔

(ii) گذشتہ 5 برسوں کے دوران مکمل کیے گئے مماثل نوعیت کے کام (کاموں) میں تجربہ۔

(i) کام کی کم از کم تخمینی لاگت 80% لاگت کا حامل مماثل نوعیت کا کم از کم ایک کام۔

(ii) کام کی کم از کم تخمینی لاگت 150% لاگت کے حامل مماثل نوعیت کا کم از کم دو کام مکمل ہونے کی بنیاد پر تجربہ کی ثبوت کی بنیاد پر کنٹریکٹ ایگریمنٹ اور پروجیکٹ تکمیلی سرٹیفکیٹ)

(iii) مصدقہ CVs جس میں فرم کے ساتھ ملازمت ظاہر ہو، کے ہمراہ فرم کے ساتھ کام کرنے والے انجینئرنگ اور تکنیکی عملے کے کوالف۔(iv) گزشتہ 05 برس کے دوران اوسط سالانہ بالیاتی ٹرن اوور، اسکیم اپروجیکٹ کی مساوی لاگت سے کم نہ ہو۔(v) (ICAP) رجسٹرڈ آڈٹ فرم سے گزشتہ 05 برس کی سالانہ آڈٹ شدہ رپورٹس (ICAP) رجسٹرڈ آڈٹ فرم کے سوا درج جاری کردہ آڈٹ رپورٹس قبول نہیں کی جائیں گی۔(vi) روڈ/برج کنسٹرکشن میں شامل مشینری اور دستیاب/کچھ کمک کی فہرست مع اس کی ملکیت/کرایہ پر حاصل کردہ دستاویزی ثبوت۔(vii) گذشتہ 05 برسوں میں درخواست کردہ کام کی تخمینی لاگت کا کم از کم 15% یا ذمہ سالانہ اوسط بیلنس (جو ایک جداگانہ) کا کام ہے۔ حالیہ بینک سرٹیفکیٹ (اصل میں) لازماً منسلک ہونا چاہئے جس میں دی گئی مدت کا سالانہ اوسط بیلنس درج کیا گیا ہو۔(viii) گم جوڑائی سے 30 جون تک شروع ہونے والے ہر ایک سال کے لئے جداگانہ طور پر گزشتہ 05 برسوں کا بینک گوشوارہ/زمہ میا کیا جائے۔(ix) دستاویزی ثبوت جس سے صراحت ہو کہ کنٹریکٹر/فرم اسٹاف پلانٹ مع اس سے متعلقہ مشینری جیسے ٹینڈم، PTR اور ویبریشن کا مالک ہے یا کرایہ پر ہے (اسفالٹ تکسٹریٹ ورکس پر تجاویل اختلاق) تکسٹریٹ ڈالنے کے لئے تکسٹریٹ بیچنگ پلانٹ اور تکسٹریٹ TM مشین استعمال کی جائے گی۔

(x) فیڈرل بورڈ آف ریونیو کے پاس فعال حیثیت کیساتھ محکمہ انکم ٹیکس سے رجسٹریشن (NTN سرٹیفکیٹ)۔(xi) گزشتہ 05 برسوں 2024-25&2023-24&2022-23&2021-22&2020-21 کے سالانہ انکم ٹیکس ریٹرنز۔(xii) رجسٹریشن سرٹیفکیٹ سندھ ریونیو بورڈ حکومت سندھ (SRB سرٹیفکیٹس) (مع فعال حیثیت)(xiii) بڈ سیکیورٹی بینکل کال ڈپازٹ رسیپٹ (CDR) صرف از پاکستان کا کوئی شیڈولڈ بینک ہوگی اور بڈ سکیورٹی شرکت کنندہ کی کمپنی/فرم کے اکاؤنٹ سے بنی ہوئی چاہیئے۔ شیڈولڈ بینک کی کال ڈپازٹ رسیپٹ کے علاوہ کوئی پے آرڈر، بینک گارنٹی اور چیک/ڈرافٹ قابل قبول نہیں ہوگا، بصورت دیگر پیشکش عدم ردعمل والی قرار دی جائے گی۔(xiv) بڈ سیکیورٹی CDR اور ٹینڈر فیس کا پے آرڈر/ای پے آرڈر SPPRA کی ویب سائٹ پر پیش کش کے ہمراہ اپ لوڈ کرنے ہوں گے نیز پیشکش کے کھلنے کی تاریخ سے پہلے دفتر زیر تکمیل میں جمع کرانے ہوں گے۔(xv) مکمل تکنیکل پروپوزل کی جانچ پڑتال کے لئے معیار ساعت، ذیلی معیار ہاں/نہیں یا پاس/فیل پرمبنی ہے اگر کسی معیار یا ذیلی معیار میں پیشکش دہندہ ہاں یا پاس حاصل کرنے میں ناکام رہا تو پھر وہ (مرد/خاتون) اہل نہیں ہوں گے۔

5. پروکیورمنٹ کا طریقہ (ایک مرحلہ دولفافہ):

6. بڈنگ/ٹینڈر دستاویزات:

(i) ٹینڈر فیس اور بڈ سیکیورٹی جیسا کہ NIT میں مندرج ہے کا اصل انسٹرومنٹ بنام ایگزیکٹو انجینئر ہائی وے ڈویژن ٹھٹھہ پروکیورمنٹ ایجنسی کو ای بڈ کے جمع کرانے کے لئے آخری تاریخ پر یا قبل ازیں پہنچایا ہوگا۔ بصورت دیگر ایسے ٹینڈرز پر غور نہیں کیا جائے گا اور مسترد کر دیا جائے گا (ii) تکنیکی طور پر موافق ترین زیادہ وزیت کے باعث مسترد کئے جانے والے پیشکش دہندگان کی بڈ سیکیورٹی کامیاب پیشکش دہندہ کا ورک آرڈر کے اجرا کے بعد واپس کر دی جائے گی (iii) کوئی جعلی معلومات/دستاویز یا کوئی دیگر دستاویزات وغیرہ جمع کرانے کے صورت میں تمام جاری ٹینڈر/کام جاری کردہ ورک آرڈر اور بلیک لسٹ کیا جانے گا (iv) جملہ دیگر شرائط وضوابط بمطابق SPPRA رولز 2010 (ترمیم شدہ تا حال) اور دیگر متعلقہ SPPRA کے لازم رولز اور تا حال نوٹیفکیشن ہوں گی (v) کھلنے کی تاریخ پر پروکیورمنٹ کمیٹی کے کسی ممبر کے غیر حاضر ہونے کی صورت میں پیشکشیں آئندہ ورکنگ ڈے کو اسی شیڈول پر جمع کی جائیں گی اور کھولی جائیں گی۔(vi) جوائنٹ وینچر کو اجازت نہیں دی جائے گی۔(vii) پانچ سو روپے قرم کے E اسٹامپ پیپر پر اس امر کا حلیہ حلف نامہ کہ پیش کردہ تمام دستاویزات/تصدیقات/مشینری معلومات بالکل صحیح اور درست ہیں کمپنی/فرم کی جانب سے فرد جو مجاز اتھارٹی کی طرف سے بااختیار ہو کے دستخط ہوں گی۔(viii) ٹرانسکرو کے پاس 500/ روپے قرم کے E اسٹامپ پیپر پر، مالک کی جانب سے اتھارٹی ہونی چاہیئے جسے پیشکشوں کو کھلنے کی تاریخ اور وقت پر ساتھ لانا چاہیئے۔ E اسٹامپ پیپر کے علاوہ اتھارٹی قبول نہیں کی جائے گی (ix) فرم کی صورت میں پاور آف اٹارنی کے ساتھ ڈائریکٹرز پروپرائٹرز یا دیگر متعلقین کی مکمل تفصیلات دی جائیں۔ سول پروپرائٹرز ہونے کی صورت میں حلف نامہ پر اس طرح کی تفصیل دہانی پیش کی جائے اور حلف نامہ/500 روپے قرم کے E اسٹامپ پیپر پر جمع کرانا چاہیئے (x) 500 روپے قرم کے E اسٹامپ پیپر پر تفصیل دہانی کر فرم کسی قسم کی مقدمہ بازی، کسی تحقیقاتی/تفتیش کسی سرکاری محکمہ/ادارے میں کوئی کام ادھورا چھوڑنے یا تکمیل میں غیر ضروری تاخیر میں ملوث نہیں ہے (xi) 500 روپے قرم کے E اسٹامپ پیپر پر اس امر کا حالیہ حلفنامہ کہ فرم/کمپنی کسی سرکاری محکمے خواہ وہ وفاقی یا صوبائی ہو کی جانب سے بلیک لسٹ نہیں ہے (xii) (a) ٹیکنیکل پروپوزل کا ہر ایک صفحہ نمبر شدہ اور فرم/کمپنی کے مالک کی جانب سے اس کی مہر کے ساتھ مصدقہ ہونا چاہیئے (b) پیشکش کمپنی کے اسٹامپ کے ہمراہ دستخط شدہ ہونی چاہیئے (xiii) ٹینڈر، مندرجہ بالا دستاویزات/معلومات کے ساتھ جمع کرائے جائیں اگر کوئی کمی پائی گئی تو پروکیورمنٹ کمیٹی کی جانب سے ٹینڈر پر غور نہیں کیا جائے گا اور کوئی عذر زیر غور نہیں لایا جائے گا۔

7. شرائط وضوابط:

(a) ۔ مندرجہ ذیل شرائط کے تحت پیشکش مسترد کر دی جائیگی۔

(i) بڈ کی بابت کوئی پوسٹ پیشکش قبول نہیں کی جائے گی (ii) مشروط بڈز/ٹینڈر قبول نہیں کئے جائیں گے۔(iii) پیشکشیں جن کے ساتھ درکار رقم اور طریقے میں بڈ سیکیورٹی منسلک نہیں ہوگی۔(iv) مقررہ تاریخ اور وقت کے بعد اپ لوڈ/موصول پیشکشیں۔(v) بینک لسٹ فرم (vi) جن کردہ دستاویزات اگر کسی مرحلے پر جعلی پائی گئیں (b) پیشکش کے کارآمد رہنے کی مدت : 90 دن۔(c)۔ یہ پروکیورمنٹ اتھارٹی SPPRA رولز 2010 (ترمیم شدہ تا حال) کے مطابق کسی یا جملہ ٹینڈرز/پیشکشیں مسترد کرنے کا حق محفوظ رکھتی ہے۔(d) شیڈولڈ بینکاروں پر حکومت کی جانب سے کسی عام تعطیل کا اعلان کئے جانے کی صورت میں ٹینڈر SPPRA رولز 2010 کے مطابق آئندہ ورکنگ ڈے کو اسی شیڈول کے مطابق کھولے جائیں گے۔(e) جملہ SPPRA رولز/نوٹیفکیشنز (ترمیم شدہ تا حال) کی لازماً پابندی تعمیل کرنی ہوگی۔

دستخط:

ایگزیکٹیو انجینئر

ہائی وے ڈویژن ٹھٹھہ

INF-KRY 1580/2026

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OFFICE OF THE EXECUTIVE ENGINEER HIGHWAY DIVISION THATTA

No. TC/G-55/391 of 2026 Thatta Dated: 22/4/2026

NOTICE INVITING TENDER (EPADS)

1. This office invites NIT through "E-Pak Acquisition and Disposal System (EPADS)" on website **"http://portalsindh.eprocure.gov.pk/"** invited from the interested, eligible Contractors / Firms / Companies, for procurement of the following Special M&R Work, strictly in accordance with SPPRA E- Procurement submission requirements.

S. #	Name of Work	Estimated Cost	Contractors P.E.C Category	Specialized Code (s)	Tender Fees (Rs)	5% Bid Security (Rs. in millions) CDR only	Completion period
1.	M&R of road from S.S.P Office & Sessions Court road mile 0/0 to villages Hanif & Hussain Khuhnk & Brohi & Palari road mile 0/0-0/5 (0.80 KM)	10.5470	C- 8 & Above	CE01 CE10	3,000/-	527,350	03 Months
2.	M&R of road from S.S.P. Office & Sessions Court road mile 0/0 to villages Hanif & Hussain Khuhnk & Brohi & Palari road mile 0/0-0/5 (0.80 KM)	10.4450	C- 8 & Above	CE01 CE10	3,000/-	522,250	03 Months
3.	M&R of road from Kazoni- Thatta-Hyderabad road mile 0/0 to village Old Chilya road mile 0/0-1/0 (1.60 KMs) Taken up length mile 0/4-1/0 (2.80 KM)	14.0840	C- 8 & Above	CE01 CE10	3,000/-	704,200	03 Months
4.	M&R of road from Asghar Ali Shah road mile 0/4 to village Usman Gabaar road mile 0/0-0/5 (1.00 KM)	14.1200	C- 8 & Above	CE01 CE10	3,000/-	705,450	03 Months
5.	M&R of road from Jhirk Town road mile 0/1+330' to RHC Jhirk Town road mile 0/0-0/1+440' (0.333 KM)	5.8856	C- 8 & Above	CE01 CE10	3,000/-	283,450	03 Months

2. **How to Apply**
i) Bidding documents containing detailed terms and condition can be viewed and downloaded from **"http://portalsindh.eprocure.gov.pk"**.
ii) Bids shall be submitted electronically through the "EPADS" only. Manual submission will not be entertained.
iii) Interested / eligible bidders must ensure their registration on EPADS at **"http://portalsindh.eprocure.gov.pk"** for submission of e-bid.
iv) The original instrument of Tender Fee in the shape of pay order & bid security in the shape of call deposit receipt only shall be delivered to the Procurement Agency on or before the deadline for submission of E-Bids.

3. **Programme receipt and opening of Tender**
i) Bidding documents can be downloaded after hosting on SPPRA EPADS website. Physical / Manual Bids will not be issued/ accepted.
ii) All Bids will be submitted online only via SPPRA e-procurement system (EPADs) on or before **18.05.2026 by 10:00 A.M** and will be opened on the same day by **11:00 A.M.**

4. **Eligibility/ Mandatory:**
i) Valid Registration Certificate upto June 2026 and onwards with Pakistan Engineering Council in relevant category and specialized codes as mentioned against each work.
ii) Experience in similar nature of work(s) executed during the last five years:
   i. At least one similar nature of work having minimum cost 80% of the estimated cost of the work.
   ii. At least two similar nature of work each having minimum cost 50% of the estimated cost, duly supported by documentary evidence (work orders/contract agreement & project completion certificate by the concerned department/agency).
iii) Bio data of Engineering and Technical staff working with the firm along with attested CVs, which showing employment with firm.
iv) Average Annual Financial Turn-over not less than equivalent cost of the scheme / project for last five years.
v) Annual Audit Reports of last five years from (ICAP) registered audit firm. Audit report issued other than (ICAP) registered audit firms will not be accepted.
vi) List of Machinery involved in road/ bridge construction and available with documentary evidence its ownership / rented.
vii) At-least 15% or more annual average balance is required for the last five years (each separately) to the estimated cost of work applied. Fresh Bank Certificate (in original) must be attached stating annual average balance of given period.
viii) Bank Statement must be provided for the last five years starting from 1st July to 30th June for each year separately.
ix) Documentary evidence showing the contractor / firm owns or rented an Asphalt Plant along with its related Machinery such as Tandem, PTR and Paver machine (Applicable on Asphalt Concrete works), the concrete pouring shall be laid by using concrete batching plant and concrete TM machine.
x) Registration with Income Tax Department NTN certificates with active status with Federal Board of Revenue.
xi) Annual Income Tax returns of last five years 2020-21, 2021-22, 2022-23, 2023-24 & 2024-25.
xii) Registration Certificate of Sindh Revenue Board Government of Sindh (SRB) certificate (with Active Status).
xiii) Bid Security shall be in shape of Call Deposit Receipt (CDR) only from any scheduled Bank of Pakistan & Bid Security should be made from the Account of the Company / Firm of the participant, no pay order, Bank Guarantee and Bank Draft will acceptable except call deposit receipt of scheduled Bank otherwise the bid will be declared as non-responsive.
xiv) CDR of the Bid Security and Pay Order of the Tender fee shall be uploaded along with bid on the website of EPADS SPPRA as well as shall be submitted physically before date of opening of bid in the office of undersigned.
xv) Evaluation Criteria, sub-criteria, for the evaluation of Full Technical Proposals is based on Yes / No OR Pass/Fail if a bidder fails to obtain yes or pass in any criteria or sub-criteria then he/it shall not be qualified.

5. **Method of Procurement (Single Stage Two Envelops)**

6. **Bidding / Tender Documents**
i) The original instrument of Tender Fee and Bid Security as mentioned in the NIT in favour of the Executive Engineer Highway Division Thatta shall be delivered to the Procurement Agency on or before the deadline for submission of E-Bid, otherwise such tender will not be entertained / accepted and rejected.
ii) The Bid Security of the technically responsive bidders but reject due to higher rate will be returned back after the issuance of work order to the successful bidder.
iii) In case of submission of any fake information/document or any other documents etc. the contractor/firm will be disqualified from the current tendering procedure and will be black listed.
iv) All other terms & conditions will be as per SPPRA Rules 2010 (amended upto date) & other relevant SPPRA laws, Rules and Notifications to date.
v) In case of any member of procurement committee happens to be out of Head Quarter on the date of opening bids will be submitted and opened on next working day on same schedule.
vi) Joint venture will not be allowed.
vii) E-stamp paper amounting to Rs.500/- that all the documents / particulars / machinery information furnished are true and correct. In case of Bogus / Tempered or false information / certificates provided by the company / firm shall be liable to be black listed at any stage.
viii) The representative should and must bring authority on E-stamp paper amounting to Rs.500/- from owner on the date and time of opening of bids. Authority other than E-stamp paper will not be accepted.
ix) In case of Firm, giving full particulars of Directors / Proprietors or other connected along with Power of Attorney. In case opening sole proprietors such undertaking on E-stamp paper amounting to Rs.500/- be furnished.
x) Undertaking on E-stamp paper amounting to Rs.500/- that firm is not involved in any kind of litigation with, any Government department, abandoned or unnecessary delay in completion of any work.
xi) Undertaking on E-stamp paper amounting to Rs.500/- that the firm / company is not currently black listed by any of the Government Department whether Federal or Provincial.
xii) (a) Each page of the technical proposal must be numbered and attested by the owner of firm / company along with its stamp. (b) Bid should be signed along with company's stamp.
xiii) The Tenders should be submitted along with the above required documentation / information if any of such required documents / information lacking then the tender will not be considered by the procuring committee.

7. **Terms & Conditions**
a) **Under following conditions bid will be rejected:-**
i) Hard copy of bid or by Hand bid will not be accepted.
ii) No conditional bids / Tenders shall be accepted.
iii) Bids not accompanied by bid security of required amount and manner.
iv) Bids uploaded / submitted after specified date and time.
v) Black listed firms.
vi) Submitted documents if found forged at any stage.
b) Bid Validity period 90 days.
c) The procurement authority reserves the right to reject any or all the tenders / bids as per SPPRA Rules 2010 (Amended upto date).
d) In case Government announces any Public Holiday on scheduled dates, the tender will be opened on the next working day, as per usual schedule in accordance with SPPRA Rules.
e) All SPPRA Rules / Notifications (amended to date) must be followed.

INF-KRY No. 1580/26 | #WORK FOR SINDH | JOB PORTAL, DIGITAL INFORMATION DEPARTMENT

Sd/-
EXECUTIVE ENGINEER
HIGHWAY DIVISION THATTA

Monday, 27 April, 2026

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روزنامہ کاوش

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(جلد 36) سومر 27 اپريل 2026ع مطابق 09 ذوالقعد 1447ھ (شمارو 265) قيمت 40 روپيا

آفيس آف دي ايگزيڪيوٽو انجنيئر هاءِ ويز ڊويزن ٺٽو

NO. TC/G-55/391

Dated:22-04-2026

ٽينڊر گھرائڻ لاءِ نوٽيس (EPADS)

1- هن آفيس جي ويب سائيٽ http://portalsindh.eprocure.gov.pk/ تي "اي-هاءِ اڪيوزيشن اينڊ ڊسپوزل سسٽم (EPADS)" ذريعي NIT جي دعوت ڪئي وئي ٿو. دلچسپي رکندڙ اهل ٽيڪيدارن / فرمن / ڪمپنين کان هيٺين خاص ايم اينڊ آر ڪمن سان گڏ SPPRA اي-پروڪيورمينٽ مطابق جمع ڪرائڻ گھرجن

نمبر شمار	مقرر ٿيل روڊ	مڪمل لاڳت (ملين ۾)	ڪاندڙ ريڪارڊ P.E.C ڪيٽيگري	ٽينڊر فيس	ٽينڊر سيڪيورٽي 5% رقم (ملين روپين ۾) سي ڊي آر ذريعي	مڪمل ڪرڻ جو مدو
01	ايس ايس پي آفيس ۽ سيشن ڪورٽ روڊ ميل 0/3 کان ڪوٽ حنيف ۽ حسين خشڪ ۽ برڊهي ۽ پالاڑي روڊ ميل 0/3-0/0 (0.60 ڪلوميٽر) تائين روڊ جي ايم اينڈ آر	10.5470	C-6 ۽ مٿي	CE01 CE10	3000	527350	03 مهينا
02	ايس ايس پي آفيس ۽ سيشن ڪورٽ روڊ ميل 0/3 کان ڪوٽ حنيف ۽ حسين خشڪ ۽ برڊهي ۽ پالاڑي روڊ ميل 0/3-0/0 (0.60 ڪلوميٽر) تائين روڊ جي ايم اينڈ آر	10.4450	C-6 ۽ مٿي	CE01 CE10	3000	522250	03 مهينا
03	ڪراچي: ڊفنس-حيدرآباد روڊ کان پراڻي ڇاڇر روڊ تائين ميل 69/0 جي ايم اينڈ آر ميل 0/0-1/0 (1.60 ڪلوميٽر) ڪنيل ويڪفيلڊ ميل 0/4-1/0 (0.80 ڪلوميٽر).	14.0840	C-6 ۽ مٿي	CE01 CE10	3000	704200	03 مهينا
04	اصغر علي شاهه روڊ ميل 0/4 کان ڪوٽ عثمان گبر روڊ ميل 5/0-0/0 (1.00 ڪلوميٽر) تائين روڊ جي ايم اينڊ آر	14.1290	C-6 ۽ مٿي	CE01 CE10	3000	706450	03 مهينا
05	جهرڪ ڪٽن روڊ ميل 0/1+330 کان آر ايڇ سي جهرڪ ٽائين روڊ ميل 0/0-0/1+440 (0.333 ڪلوميٽر) تائين روڊ جي ايم اينڊ آر	5.8690	C-6 ۽ مٿي	CE01 CE10	3000	293450	03 مهينا

2- مقرر لاڳو حڪمون:

i. تڪنيڪي شرطن ۽ خاڪن ۾ شامل واهه جا دستاويز "http://portalsindh.eprocure.gov.pk" تان ڊائون لوڊ ڪري سگھجن ٿا.

ii. واهه صرف "EPADS" ذريعي ڪنٽريڪٽ طور تي جمع ڪرايا ويندا. دستي واهه جمع ڪرائڻ کي غير ڪيو ويندو.

iii. دلچسپي رکندڙ / اهل واهه ڏيندڙ کي اي-هاءِ جمع ڪرائڻ لاءِ "http://portalsindh.eprocure.gov.pk" تي EPADS ۾ رجسٽريشن ڪرڻ لازمي آهي. پروڪيورمينٽ ايجنسي کي ڪنهن به مرحلي تي بغير ڪنهن سبب ٻڌائڻ جي رد ڪرڻ جو حق محفوظ آهي.

iv. ٽينڊر فيس جو اصل دستاويز ۾ آرڊر جي صورت ۾ ۽ واهه سيڪيورٽي، صرف مقرر ڀاڙتن رسيد جي صورت ۾، اي-هاءِ جمع ڪرائڻ جي آخري تاريخ تي يا ان کان اڳ، پروڪيورمينٽ ايجنسي کي پهچائڻ گھرجن.

3- پروگرام جي وصولي ۽ ٽينڊر جو کولڻ:

i. واهه جا دستاويز SPPRA EPADS ويب سائيٽ تان ڪاپي ڪرڻ لاءِ مفت سگھجن ٿا. مقرر ڪيل فارم ۾ مڪمل ڀريل ۽ صحيح دستاويز، جن تي واهه ڏيندڙ جا دستخط هجن، صرف هڪ لفافي ۾ سيل ڪري جمع ڪرايا وڃن.

ii. سموري واهه صرف SPPRA اي-پروڪيورمينٽ سسٽم (EPADS) ذريعي 18.05.2026 تي يا ان کان اڳ، صبح جو 10:00 وڳي تائين آن لائن جمع ڪرايا ويندا ۽ ساڳئي ڏينهن صبح جو 11:00 وڳي تائين کوليا ويندا.

4- قابليت/لازمي:

i. هر مقرر ٿيل آڊر (حڪم نامي) لاڳو ٿيڻ کان اڳ ڪنٽريڪٽر کي ڪاميابي ۽ خاص طور تي ڪاميابي سان ڪم ڪرڻ لاءِ ضروري سيڪيورٽي جمع ڪرائڻ ۽ رجسٽريشن سرٽيفڪيٽ حاصل ڪرڻ گھرجي.

ii. گذريل پنجن سالن دوران ساڳئي نوعيت جي مقرر جنهن جي ڪم ۽ ڪهڙي ڪم جي ڪاميابي سان جون 2026 تائين ۽ ان کان اڳ مڪمل ڪرڻ لاءِ ڪنٽريڪٽر جي ڪم ۽ تجربي،

GOVERNMENT OF SINDH
WORKS & SERVICES DEPARTMENT

Karachi, dated the 16th December, 2024

NOTIFICATION

No.E&A(W&S)3-9/91/2024(Thatta): With the approval of the Competent Authority, a Procurement Committee of Highways Division Thatta is hereby constituted under Rule-7 of Sindh Public Procurement Rules-2010 (Amended upto date) with the following composition:-

COMPOSITION OF THE PROCUREMENT COMMITTEE

i)	Executive Engineer, Highways Division Thatta	Chairman
ii)	Executive Engineer, Public Health Engineering Division Thatta	Member
iii)	Assistant Engineer, Highways Sub-Division Mirpur Sakro	Member

MUHAMMAD ALI KHOSO
SECRETARY TO GOVT. OF SINDH

No.E&A(W&S)3-9/91/2024(Thatta) Karachi, dated the 16th December, 2024

c.c.to:-

1. The Commissioner, Hyderabad Division, Hyderabad.
2. The Managing Director, SPPRA, Karachi.
3. The Chief Engineer (Highways) Hyderabad.
4. The Superintending Engineer (W&S) Thatta.
5. The Deputy Commissioner, Thatta.
6. The District Accounts Officer, Thatta.
7. The Executive Engineer, Highways Division Thatta.
8. The Executive Engineer, Public Health Engineering Division Thatta.
9. Officer (concerned).
10. PS to Secretary, Works & Services Department.
11. Office order file.

Hammad. 16/12/24
SECTION OFFICER (General)

No.E&A(W&S)3-9/91/2024CRC/Thatta

GOVERNMENT OF SINDH
WORKS & SERVICES DEPARTMENT

Karachi, dated the 13th February, 2026

NOTIFICATION

No.E&A(W&S)3-9/91/2024/CRC(Thatta): with the approval of competent authority, a Redressal Grievances Committee with the following composition, in terms of Rule-31 of Sindh Public Procurement Rule-2010 (Amended upto date), is hereby constituted in the office of Executive Engineer, Highways Division, Thatta for Redressal of grievances and settlement of disputes, if any arises between procuring agency and bidders:-

PROCUREMENT COMMITTEE

1	Superintending Engineer, (Works & Services Department, Thatta	Chairman
2	District Accounts Officer, Thatta Or his Representative Extension / Construction of 36-Kilo Meter Sindh Coastal, Highways, Thatta (Works & Services Department	Member
3	Atta Muhammad Chajro, Executive Engineer, Kalri Baghar Division, Thatta	Member

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

MUHAMMAD NAWAZ SOHOO, PAS
SECRETARY TO GOVT. OF SINDH

No.E&A(W&S) 3-9/91/2024CRC/Thatta Karachi dated the February, 2026

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

1. The Accountant General, Sindh, Karachi.
2. The Managing Director, SPPRA, Karachi.
3. The Chief Engineer (Highways), Hyderabad.
4. The Superintending Engineer, Works & Services, Department, Thatta.
5. The Chairman/Members of the Committee.
6. The District Accounts Officer, Thatta/concerned.
7. P.S to Secretary, Works & Services Department, Karachi.
8. Notification file.

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

ANNUAL PROCUREMENT PLAN HIGHWAY DIVISION THATTA
(WORKS, GOODS & SERVICES)
FINANCIAL YEAR 2025-2026

Sr. No.	Description of Procurement	Quantity (where applicable)	Estimated Unit Cost (where applicable	Estimated Total Cost	Funds Allocated	Sources of funds ADP/Non-ADP	Proposed Procurement Method	Timing of Procurements				Remarks
								1st Qtr.	2nd Qtr.	3rd Qtr.	4th Qtr.	
1.	M&R of road from S.S.P Office & Sessions Court road mile 0/3 to villages Hanif & Hussain Khushik & Brohi & Palari road mile 0/0-0/3 (0.60 KM)	-	10.5470	10.5470	10.5470	Non-ADP	Single Stage Two Envelopes					
2.	M&R of road from S.S.P. Office & Sessions Court road mile 0/3 to villages Hanif & Hussain Khushik & Brohi & Palari road mile 0/3-0/6 (0.60 KM)	-	10.4450	10.4450	10.4450	Non-ADP	Single Stage Two Envelopes					
3.	M&R of road from Karachi- Thatta-Hyderabad road mile 69/0 to village Old Chilya road mile 0/0-1/0 (1.60 KMs) Taken up length mile 0/4-1/0 (0.80 KM)	-	14.0840	14.0840	14.0840	Non-ADP	Single Stage Two Envelopes					
4.	M&R of road from Asghar Ali Shah road mile 0/4 to village Usman Gabaar road mile 0/0-0/5 (1.00 KM)	-	14.1290	14.1290	14.1290	Non-ADP	Single Stage Two Envelopes					
5.	M&R of road from Jhirk Town road mile 0/1+330' to RHC Jhirk Town road mile 0/0-0/1+440' (0.333 KM)	-	5.8690	5.8690	5.8690	Non-ADP	Single Stage Two Envelopes					

EXECUTIVE ENGINEER
HIGHWAY DIVISION
THATTA

SR. NO. 03

SPPRA BIDDING DOCUMENT

TANDARD FORM OF BIDDING DOCUMENT FOR PROCUREMENT OF WORKS *(EPAD SYSTEM)*

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

Name of Work	:	**M&R OF ROAD FROM KARACHI- THATTA-HYDERABAD ROAD MILE 69/0 TO VILLAGE OLD CHILYA ROAD MILE 0/0-1/0 (1.60 KMS) TAKEN UP LENGTH MILE 0/4-1/0 (0.80 KM)**
N.I.T No. & Date	:	**No. TC/G-55/391 dated: 22.04.2026**
Date of Opening	:	**18.05.2026 Time: 11:00 A.M**
Tender Issued to	:	_____
D.R No. & Date	:	**D.R No. _____ Dated: _____**
D.R Amount	:	**Rs. 3,000/-**

EXECUTIVE ENGINEER
HIGHWAY DIVISION
THATTA

INSTRUCTIONS TO PROCURING AGENCIES

INSTRUCTIONS TO PROCURING AGENCIES

(Not to be included in Bidding Documents)

A. Basis of Documents

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

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

B. Contents of Documents

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

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

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

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

(i) Invitation for Bids

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

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

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

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

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

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

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

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

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

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

D. Instructions to Bidders

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

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

The Procuring Agency's or Engineer's Representative, if any**,** shall exercise powers of the Engineer/Procuring Agency under and in connection with Clauses IB.5, IB.6, IB.16, etc. In case an Engineer has been appointed by the Procuring Agency, the aforesaid clauses may be modified accordingly to specify the role of the Engineer by the Procuring Agency, otherwise the Engineer's reference wherever exist, except Sub-Clause 1.1.20 & Clause 15 of Conditions of Contract and Item 1.1.20 of Contract Data, shall be deleted.

E. Bidding Data

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

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

F. Schedules to Bid

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

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

G. Conditions of Contract

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

H. Contract Data

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

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

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

appointed by the Procuring Agency, the aforesaid clauses may be modified accordingly by the Procuring Agency.

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

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

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

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

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

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

I. Specifications

To be prepared and incorporated by the Engineer/Procuring Agency

J. Drawings

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

SUMMARY OF CONTENTS

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(II) INSTRUCTIONS TO BIDDERS & BIDDING DATA…… 04

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INVITATION FOR BIDS

Date: 22.04.2026

Bid Reference No.: TC/G-55/391

1. The Procuring Agency, **Executive Engineer, Highway Division Thatta**, invites EPADS 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**, M&R of road from Karachi- Thatta- Hyderabad road mile 69/0 to village Old Chilya road mile 0/0-1/0 (1.60 KMs) Taken up length mile 0/4-1/0 (0.80 KM)** [*enter title, type and financial volume of work*], which will be completed in **04 Months** [*enter appropriate time period*] days.

2. Bidders may obtain information by acquiring the bidding documents (BD) from (EPADS website), upto (Insert the date and time) at _____

   (Mailing Address)

   _____

3. All bids must be accompanied by a Bid Security in the amount of Rs. **704,200/-** (Rupees **Seven Hundred Four Thousand & Two Hundred Only**) or **5%** percentage of bid price in the form of (pay order / demand draft / bank guarantee) and must be delivered to **Executive Engineer, Highway Division, Thatta** (Indicate Address and Exact Location) at or before **10:00 A.M** hours, on **18.05.2026** (Date). Bids will be opened at **11:00 A.M** hours on **18.05.2026** in the presence of bidders 'representatives who choose to attend, at the same address **Executive Engineer, Highway Division, Thatta** [indicate the address if it differs].

4. Procuring agency reserves right to annul the bidding process and reject all bids or proposals, as per SPP Rules 210 (Amended upto date).

[Note: *The bid shall be opened within one hour after the deadline for submission of bids.]*

INSTRUC ONS TO BIDDERS
&
BIDDING DATA

Notes on the Instructions to Bidders

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

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

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INSTRUCTIONS TO BIDDERS

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

A. GENERAL

IB.1 Scope of Bid & Source of Funds

1.1 Scope of Bid

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

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

1.2 Source of Funds

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

IB.2 Eligible Bidders

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

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

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

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

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

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

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

IB.3 Cost of Bidding

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

B. BIDDING DOCUMENTS

IB.4 Contents of Bidding Documents

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

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

IB.5 Clarification of Bidding Documents

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

5.2 An interested bidder, who has obtained bidding documents, may request for clarification of contents of bidding documents in writing and procuring agency shall respond to such quarries in writing within three calendar days, provided they are received at least five calendar days prior to the date of opening of bid (SPP Rule 23-1).

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

6.1 At any time prior to the deadline for submission of Bids, the Procuring Agency may, for any reason, whether at his own initiative or in response to a clarification requested by a interested bidder, modify the Bidding Documents by issuing addendum.

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

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

C. PREPARATION OF BIDS

IB.7 Language of Bid

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

IB.8 Documents Comprising the Bid

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

(a) Offer /Covering Letter

(b) Form of Bid duly filled, signed and EPADS, in accordance with IB.14.3.

(c) Schedules (A to F) to Bid duly filled and initialed, in accordance with the instructions contained therein & in accordance with IB.14.3.

(d) Bid Security furnished in accordance with IB.13.

(e) Power of Attorney in accordance with IB 14.5.

(f) Documentary evidence in accordance with IB.2(c) & IB.11

(g) Documentary evidence in accordance with IB.12.

IB.9 Sufficiency of Bid

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

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

IB.10 Bid Prices, Currency of Bid and Payment

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

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

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

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

IB.11 Documents Establishing Bidder’s Eligibility and Qualifications

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

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

IB.12 Documents Establishing Works’ Conformity to Bidding Documents

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

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

IB.13 Bid Security

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

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

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

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

13.5 The Bid Security may be forfeited:

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

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

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

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

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

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

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

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

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

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

D. SUBMISSION OF BID

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

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

15.2 The inner and outer envelopes shall

(a) be addressed to the Procuring Agency at the address provided in the Bidding Data;

(b) bear the name and identification number of the Contract as defined in the Bidding and Contract Data; and

(c) provide a warning not to open before the specified time and date for Bid opening as defined in the Bidding Data.

(d) in addition to the identification required in 15.2, the inner envelopes shall indicate the name and address of the Bidder to enable the Bid to be returned unopened in case it is declared late.

(e) If the outer envelope is not EPADS and marked as above, the Procuring Agency will assume no responsibility for the misplacement or premature opening of the Bid.

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

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

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

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

E. BID OPENING AND EVALUATION

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

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

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

Any Bid Price or discount which is not read out and recorded at bid opening will not be taken into

account in the evaluation of bid.

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

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

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

If there is a discrepancy between the unit price and total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between the words and figures the amount in words shall prevail. If there is a discrepancy between the Total Bid price entered in Form of Bid and the total shown in Schedule of Prices-Summary, the amount stated in the Form of Bid will be corrected by the Procuring Agency in accordance with the Corrected Schedule of Prices.
If the bidder does not accept the corrected amount of Bid, his Bid will be rejected and his Bid Security forfeited.

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

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

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

(i) has been not properly signed;

(ii) is not accompanied by the bid security of required amount and manner;

(iii) stipulating price adjustment when fixed price bids were called for;

(iv) failing to respond to specifications;

(v) failing to comply with Mile-stones/Critical dates provided in Bidding Documents;

(vi) sub-contracting contrary to the Conditions of Contract specified in Bidding Documents;

(vii) refusing to bear important responsibilities and liabilities allocated in the Bidding Documents, such as performance guarantees and insurance coverage;

(viii) taking exception to critical provisions such as applicable law, taxes and duties and dispute resolution procedures;

(ix) a material deviation or reservation is one :

(a) which affect in any substantial way the scope, quality or performance of the works;

(b) adoption/rectification whereof would affect unfairly the competitive position of other bidders presenting substantially responsive bids.

(B) Minor Deviations

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

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

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

16.8 Evaluated Bid Price

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

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

IB.17 Process to be Confidential

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

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

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

(i) **—Coercive Practice‖** means any impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence the actions of a party to achieve a wrongful

gain or to cause a wrongful loss to another party;

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

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

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

(v) **"Obstructive Practice"** means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract or deliberately destroying, falsifying, altering or concealing of

evidence material to the investigation or making false statements before investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or acts intended to materially impede the exercise of inspection and audit rights provided for under the Rules.

F. AWARD OF CONTRACT

IB.18. Post Qualification

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

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

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

IB.19 Award Criteria & Procuring Agency's Right

19.1 Subject to IB.19.2, the Procuring Agency will award the Contract to the bidder whose bid has been determined to be substantially responsive to the Bidding Documents and who has offered the lowest evaluated Bid Price, provided that such bidder has been determined to be qualified to satisfactory perform the Contract in accordance with the provisions of the IB.18.

19.2 Not withstanding IB.19.1, the Procuring Agency reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of Contract, without thereby incurring any liability to the affected bidders or any obligation to inform the affected bidders of the grounds for the Procuring Agency's action except that the grounds for its rejection of all bids shall upon request be communicated, to any bidder who submitted a bid, without justification of the grounds. Notice of the rejection of all the bids shall be given promptly to all the bidders (SPP Rule 25).

IB.20 Notification of Award & Signing of Contract Agreement

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

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

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

IB.21 Performance Security

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

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

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

(1) Evaluation Report;

(2) Form of Contract and letter of Award;

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

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

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**
The Executive Engineer, Highway Division,
Works & Services Department Thatta

(*Insert name of the Procuring Agency)*

Brief Description of Works
M&R of road from Karachi- Thatta- Hyderabad road mile 69/0 to village Old Chilya road mile 0/0-1/0 (1.60 KMs) Taken up length mile 0/4-1/0 (0.80 KM)

5.1 (a) Procuring Agency's address:
Highway Division
Works & Services Department Thatta @ Makli.

(*Insert address of the Procuring Agency with telex/fax)*

(b) Engineer's address:
Executive Engineer, Works & Services Thatta
(*Insert name and address of the Engineer, if any, with telex/fax.)*

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);*
ii. Technical capacity*:(mention the appropriate category of registration with PEC and qualification and experience of the staff);*
iii. Construction Capacity: (*mention the names and number of equipments required for the work).*

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

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

13.1 **Amount of Bid Security**

At 5% of the Bid Cost of the work Rs. 704,200/-

(*Fill in lump sum amount or in % age of bid amount /estimated cost, but not below 1% and not exceeding 5%)*

14.1 **Period of Bid Validity**

90 Days from the date of opening.

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

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

One original plus ***Two*** copies.

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

Office of the Executive Engineer, Highway Division, Works & Services Department, Thatta.

(insert postal address or location of bid box for delivery by hand)

15.1 **Deadline for Submission of Bids**

*Time: **10:00 A.M** on **18.05.2026***

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

Venue: ***Thatta***
*Time: **11:00 A.M** on **18.05.2026***

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 04 Months.

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

FORM OF BID AND SCHEDULES TO BID

FORM OF BID

(LETTER OF OFFER)

Bid Reference **No. TC/G-55/391 Dated 22.04.2026**
M&R of road from Karachi- Thatta- Hyderabad road mile 69/0 to village Old Chilya road mile 0/0-1/0 (1.60 KMs) Taken up length mile 0/4-1/0 (0.80 KM) .

To:

The Executive Engineer,
Highway Division, Works & Services Department
Thatta @ Makli.

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 ***Rs.*** _____ ***(Rupees* _____*) only*** 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 ***30*** 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 _____.

Signature _____

in the capacity of ***Sole Proprietor*** duly authorized to sign bid for and on behalf of

_____

(Name of Bidder in Block Capitals)

(Seal)

Address

_____

_____

____

_____

WITNESS:

(Signature)_____

Name:_____

Address: _____

_____

[SCHEDULES TO BID INCLUDE THE FOLLOWING:

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

SCHEDULE – A TO BID

SCHEDULE OF PRICES

Sr. No.		Page No.
1.	Preamble to Schedule of Prices……..	25
2.	Schedule of Prices…….	27
	*(a) Summary of Bid Prices	
	* (b) Detailed Schedule of Prices /Bill of Quantities (BOQ)	

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

SCHEDULE - A TO BID

PREAMBLE TO SCHEDULE OF PRICES

1. General

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

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

2. Description

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

3. Units & Abbreviations

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

_____

_____

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

4. Rates and Prices

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

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

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

4.4 The whole cost of complying with the provisions of the Contract shall be included in the items provided in the Schedule of Prices, and where no items are provided, the cost shall be deemed to be distributed among the rates and prices entered for

the related items of the Works and no separate payment will be made for those items.

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

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

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

**(Procuring Agency may modify as appropriate)*

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

5. Bid Prices

5.1 Break-up of Bid Prices

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

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

5.2 Total Bid Price

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

6. Provisional Sums and Day work

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

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

NAME OF WORK: M&R of road from Karachi- Thatta- Hyderabad road mile 69/0 to village Old Chilya road mile 0/0-1/0 (1.60 KMs) Taken up length mile 0/4-1/0 (0.80 KM)

SCHEDULE OF PRICES

Sr. No.	Description	Rate	Amount
1.	**ROAD WORK**		
		_____**Above/ Below/AT PAR**	
	Add Difference Cost of Bitumen	**(+)**	
		TOTAL	
	Add 5% (Sindh Sales Tax Services)	**(+)**	
		GRAND TOTAL	
	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		

CONTRACTOR

EXECUTIVE ENGINEER
HIGHWAY DIVISION
THATTA

NAME OF SCHEME: M&R OF ROAD FROM KARACHI- THATTA- HYDERABAD ROAD MILE 69/0 TO VILLAGE OLD CHILYA ROAD MILE 0/0-1/0 (1.60 KMS) TAKEN UP LENGTH MILE 0/4-1/0 (0.80 KM)

SCHEDULE "B" to BID

Sr. No.	Name of Work	Qty.	Rate	Unit	Amount
1.	Excavation in Shingle or gravel formation and rock not requiring blasting undressed lead upto 100 ft. (Dry) Dressing and leveling of earthwork to designed section, etc. complete (Gravel work or soft rock not requiring blasting), Earthwork compaction by sheep foot Roller and Power Roller with optimum moisture content. Compacting upto 85% modified AASHO density.	200439	31,511.79	Per 0% Cft	6,316,192
2.	Laying brick on end edging including supply of 9"x4.5" x 3" first class brick, Excavation for laying edging with small side parallel to the road (Rate includes lead upto 3 chain).	5400	9,488.64	Per % Rft	512,387
3.	Preparing Base Course by supplying and spreading stone metal of approved quality from approved quarry property graded to maximum size of 1½" in required thickness of 3" each to proper camber and grade including supplying and spreading 15 CFT screening and non- plastic quarry fins, filling depressions with stone metal after initial rolling including watering and compacting the same so as to achieve 100% density as per modified AASHO specifications. (This rate i/c providing and using templates, camber plates, screen forms as directed). Rate includes all costs of materials T&P labour and carriage to site of work	16300	17,930.21	Per % Cft	2,922,624
4.	Providing surface dressing (3 Coats) on new or existing surface with 40+25+14= 79 Lbs. Bitumen of 80/100 penetration and 5.50+2.75+1.50= 9.75 CFT crushed bajri of required size including cleaning the road surface rolling with power roller etc. complete. Rate includes all costs of materials T&P labour and carriage to site of work.	32600	10,690.84	Per % Sft	3,485,214
				TOTAL	**13,236,417**
	Add Diff: Cost of Bitumen (+)	11.50	60,445.20	P. Ton	695,120

CONTRACTOR

EXECUTIVE ENGINEER
HIGHWAY DIVISION
THATTA

SCHEDULE - B TO BID

*SPECIFIC WORKS DATA

(To be prepared and incorporated by the Procuring Agency)

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

SCHEDULE – C TO BID

WORKS TO BE PERFORMED BY SUBCONTRACTORS*

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

Items of Works to be Sub-Contracted	Name and address of Sub-Contractors	Statement of similar works previous executed (attach evidence)

N**ote:**

* *The Procuring Agency should decide whether to allow subcontracting or not.*

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

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

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

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

SCHEDULE – D TO BID

PROPOSED PROGRAMME OF WORKS

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

SCHEDULE – E TO BID

METHOD OF PERFORMING WORKS

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

- The sequence and methods in which he proposes to carry out the Works, including the number of shifts per day and hours per shift, he expects to work.

(8 Hours per day in one shift)

- 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.

(List attached at Page 38 (i))

- The procedure for installation of equipment and transportation of equipment and materials to the site.

(Through vehicles as per list at page 38 (ii))

- Organisation chart indicating head office & field office personnel involved in management, supervision and engineering of the Works to be done under the Contract.

(Attached at page 38 (ii))

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: Rs. _____
Contract Title: **M&R of road from Karachi- Thatta- Hyderabad road mile 69/0 to village Old Chilya road mile 0/0-1/0 (1.60 KMs) Taken up length mile 0/4-1/0 (0.80 KM)**

_____ 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, _____ 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.

_____ 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.

_____ 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 _____ 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 _____ 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.

Executive Engineer
Highway Division
Thatta
[Procuring Agency]

_____
Government Contractor
[Contractor]

CONDITIONS OF CONTRACT

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CONDITIONS OF CONTRACT

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CONDITIONS OF CONTRACT

1. GENERAL PROVISIONS

1.1 Definitions

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

The Contract

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

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

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

Persons

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

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

1.1.6 ―Party‖ means either the Procuring Agency or the Contractor.

Dates, Times and Periods

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

1.1.8 ―Day‖ means a calendar day

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

Money and Payments

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

does not include any allowance for profit.

Other Definitions

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

1.1.12 ―Country‖ means the Islamic Republic of Pakistan.

1.1.13 ―Procuring Agency‘s Risks‖ means those matters listed in Sub-Clause 6.1.

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

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

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

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

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

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

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

1.2 **Interpretation**

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

1.3 **Priority of Documents**

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

1.4 **Law**

The law of the Contract is the relevant Law of Islamic Republic of Pakistan.

1.5 **Communications**

All Communications related to the Contract shall be in English language.

1.6 **Statutory Obligations**

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

2. THE PROCURING AGENCY

2.1 **Provision of Site**

The Procuring Agency shall provide the Site and right of access thereto at the times stated in the Contract Data.

Site Investigation Reports are those that were included in the bidding documents and are factual and interpretative reports about the surface and subsurface conditions at the Site.

2.2 **Permits etc.**

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

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

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

2.4 **Approvals**

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

3. ENGINEER'S/PROCURING AGENCY'S REPRESENTATIVES

3.1 **Authorised Person**

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

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

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

4. THE CONTRACTOR

4.1 **General Obligations**

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

4.2 **Contractor's Representative**

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

4.3 **Subcontracting**

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

4.4 **Performance Security**

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

5. DESIGN BY CONTRACTOR

5.1 **Contractor's Design**

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

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

5.2 **Responsibility for Design**

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

6. PROCURING AGENCY'S RISKS

6.1 **The Procuring Agency's Risks**

The Procuring Agency's Risks are:-

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

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

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

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

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

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

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

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

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

7. TIME FOR COMPLETION

7.1 Execution of the Works

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

7.2 Programme

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

7.3 Extension of Time

The Contractor shall, within such time as may be reasonable under the circumstances, notify the Procuring Agency/Engineer of any event(s) falling within the scope of Sub-Clause 6.1 or 10.3 of these Conditions of Contract and request the Procuring Agency/Engineer for a reasonable extension in the time for the completion of works. Subject to the aforesaid, the Procuring Agency/Engineer shall determine such reasonable extension in the time for the completion of works as may be justified in the light of the details/particulars supplied by the Contractor in connection with the such determination by the Procuring Agency/Engineer within such period as may be prescribed by the Procuring Agency/Engineer for the same; and the Procuring Agency may extend the time for completion as determined.

7.4 Late Completion

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

8. TAKING-OVER

8.1 Completion

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

8.2 **Taking-Over Notice**

Within fourteen (14) days of the receipt of the said notice of completion from the Contractor the Procuring Agency/Engineer shall either takeover the completed works and issue a Certificate of Completion to that effect or shall notify the Contractor his reasons for not taking-over the works. While issuing the Certificate of Completion as aforesaid, the Procuring Agency/Engineer may identify any outstanding items of work which the Contractor shall undertake during the Maintenances Period.

9. REMEDYING DEFECTS

9.1 **Remedying Defects**

The Contractor shall for a period stated in the Contract Data from the date of issue of the Certificate of Completion carry out, at no cost to the Procuring Agency, repair and rectification work which is necessitated by the earlier execution of poor quality of work or use of below specifications material in the execution of Works and which is so identified by the Procuring Agency/Engineer in writing within the said period. Upon expiry of the said period, and subject to the Contractor‘s faithfully performing his aforesaid obligations, the Procuring Agency/Engineer shall issue a Maintenance Certificate whereupon all obligations of the Contractor under this Contract shall come to an end.

Failure to remedy any such defects or complete outstanding work within a reasonable time shall entitle the Procuring Agency to carry out all necessary works at the Contractor‘s cost. However, the cost of remedying defects not attributable to the Contractor shall be valued as a Variation.

9.2 **Uncovering and Testing**

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

10. VARIATIONS AND CLAIMS

10.1 **Right to Vary**

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

10.2 **Valuation of Variations**

Variations shall be valued as follows:

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

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

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

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

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

10.3 **Changes in the Quantities.**

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

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

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

10.4 **Early Warning**

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

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

10.5 **Valuation of Claims**

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

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

10.6 **Variation and Claim Procedure**

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

11. CONTRACT PRICE AND PAYMENT

11.1 (a) **Terms of Payments**

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

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

(b) **Valuation of the Works**

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

11.2 **Monthly Statements**

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

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

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

11.3 **Interim Payments**

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

11.4 **Retention**

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

11.5 **Final Payment**

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

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

11.6 **Currency**

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

12. DEFAULT

12.1 **Defaults by Contractor**

If the Contractor abandons the Works, refuses or fails to comply with a valid instruction of the Engineer/Procuring Agency or fails to proceed expeditiously and without delay, or is, despite a written complaint, in breach of the Contract, the Procuring Agency may give notice referring to this Sub-Clause and stating the default.

If the Contractor has not taken all practicable steps to remedy the default within fourteen (14) days after receipt of the Procuring Agency‘s notice, the Procuring Agency may by a second notice given within a further twenty one (21) days, terminate the Contract. The Contractor shall then demobilize from the Site leaving behind any Contractor‘s Equipment which the Procuring Agency instructs, in the second notice, to be used for the completion of

the Works at the risk and cost of the Contractor.

12.2 **Defaults by Procuring Agency**

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

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

12.3 **Insolvency**

If a Party is declared insolvent under any applicable law, the other Party may by notice terminate the Contract immediately. The Contractor shall then demobilise from the site leaving behind, in the case of the Contractor‘s insolvency, any Contractor‘s Equipment which the Procuring Agency instructs in the notice is to be used for the completion of the Works.

12.4 **Payment upon Termination**

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

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

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

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

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

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

13. RISKS AND RESPONSIBILITIES

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

Subject to Sub-Clause 9.1, the Contractor shall take full responsibility for the care of the Works from the Commencement Date until the date of the Procuring Agency‘s/Engineer‘s issuance of Certificate of Completion under Sub-Clause 8.2. Responsibility shall then pass to

the Procuring Agency. If any loss or damage happens to the Works during the above period, the Contractor shall rectify such loss or damage so that the Works conform with the Contract.

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

13.2 **Force Majeure**

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

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

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

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

b) the cost of his demobilization, and

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

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

14. INSURANCE

14.1 **Arrangements**

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

14.2 **Default**

If the Contractor fails to effect or keep in force any of the insurances referred to in the previous Sub-Clause, or fails to provide satisfactory evidence, policies or receipts, the Procuring Agency may, without prejudice to any other right or remedy, effect insurance for the cover relevant to such as a default and pay the premiums due and recover the same plus

a sum in percentage given in Contractor Data from any other amounts due to the Contractor.

15. RESOLUTION OF DISPUTES

15.1 Engineer's Decision

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

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

15.2 Notice of Dissatisfaction

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

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

15.3 Arbitration

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

16 INTEGRITY PACT

16.1 If the Contractor or any of his Sub-Contractors, agents or servants is found to have violated

or involved in violation of the Integrity Pact signed by the Contractor as Schedule-F to his Bid, then the Procuring Agency shall be entitled to:

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

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

CONTRACT DATA

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

Sub-Clauses of
Conditions of Contract

1.1.3 Procuring Agency's Drawings, if any **As per department Drawings & DWE.**
(To be listed by the Procuring Agency)

1.1.4 **The Procuring Agency** means
Executive Engineer
Highway Division, Works & Services Department Thatta

1.1.5 **The Contractor** means

_____
Undertake and execute the above work as per Departmental Specifications.

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** ***90*** days

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

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

_____
Assistant Engineer, Highway Sub-Division _____

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**.** ***Site shall be provided by the Procuring Agency***

3.1 **Authorized person:** ***Assistant Engineer***

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

Executive Engineer, Highway Division Thatta.

4.4 **Performance Security:**

Amount **Security Deposit 5%**

Validity **03 Months**

(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: ***As per program for execution of the work give in schedule****(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**
30 Days

10.2 (e) **Variation procedures:**

Day work rates_____
_____(details)

11.1 **Terms of Payments**

a) Mobilization Advance

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

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

the Procuring Agency;

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

(iii) This Advance including the interest shall be recovered in 5 equal installments from the five (05) R.A bills and in case the number of bills is less than five (05) then $1/5^{th}$ of the advance **inclusive of the interest** thereon shall be recovered from each bill and the balance together with interest be recovered from the final bill. It may be insured that there is sufficient amount in the final bill to enable recovery of the Mobilization Advance.

OR

2) **Secured Advance on Materials**

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

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

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

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

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

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

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

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

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

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

the entire work/contract

(b) Recovery of Secured Advance:

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

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

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

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

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

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

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

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

i) Lump sum price_____(details), or

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

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

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

v) Cost reimbursable ***if necessary*** (details)

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

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

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

Type of cover

The Works

Amount of cover

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

Type of cover

Contractor‘s Equipment:

Amount of cover

Full replacement cost

Type of cover

Third Party-injury to persons and damage to property

_____

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

Workers:

_____

_____

Other cover*:

_____

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

14.2 **Amount to be recovered**

Premium plus _____ percent (____%).

15.3 **Arbitration****

Place of Arbitration:_____

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* *(Procuring Agency to specify as appropriate)*

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

FORM OF BID SECURITY

(Bank Guarantee)

Guarantee No._____
Executed on _____

(Letter by the Guarantor to the Procuring Agency)

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

Name of Principal (Bidder) with address:_____
_____

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

Bid Reference No._____ Date of Bid _____

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

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

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

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

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

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

(c) failure of the successful bidder to

(i) furnish the required Performance Security, in accordance with Sub-Clause IB-21**.**1 of Instructions to Bidders, or

(ii) sign the proposed Contract Agreement, in accordance with Sub-Clauses IB-20.2 & 20.3 of Instructions to Bidders, the entire sum be paid immediately to the said Procuring Agency for delayed completion and not as penalty for the successful bidder's failure to perform.

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

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

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

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

_____

Guarantor (Bank)

Witness:

1. _____

_____

Corporate Secretary (Seal)

2. _____

_____

(Name, Title & Address)

1. Signature _____

2. Name _____

3. Title _____

Corporate Guarantor (Seal)

FORM OF PERFORMANCE SECURITY
(Bank Guarantee)

Guarantee No._____
Executed on _____
Expiry Date

(Letter by the Guarantor to the Procuring Agency)

Name of Guarantor (Scheduled Bank in Pakistan) with

address:_____

Name of Principal (Contractor) with
address:_____
_____

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

Letter of Acceptance No._____ Dated _____

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

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

_____ (Name of Project).

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

Our total liability under this Guarantee is limited to the sum stated above and it is a condition of any liability attaching to us under this Guarantee that the claim for payment in writing shall
be received by us within the validity period of this Guarantee, failing which we shall be discharged of our liability, if any, under this Guarantee.

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

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

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

_____
Guarantor (Bank)

Witness:

1. _____

_____
Corporate Secretary (Seal)

2. _____

_____
(Name, Title & Address)

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

_____
Corporate Guarantor (Seal)

FORM OF CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT made on the **_____ day of _____ 2026** between **Executive Engineer, Highway Division Thatta** of the one part and **_____** of the other part.

WHEREAS the Procuring Agency is desirous that certain Works, viz **M&R of road from Karachi-Thatta- Hyderabad road mile 69/0 to village Old Chilya road mile 0/0-1/0 (1.60 KMs) Taken up length mile 0/4-1/0 (0.80 KM)** should be executed by the Contractor and has accepted a Bid by the Contractor for the execution and completion of such Works and the remedying of any defects therein.

NOW this Agreement witnesseth as follows:

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

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

   (a) The Letter of Acceptance;

   (b) The completed Form of Bid along with Schedules to Bid;

   (c) Conditions of Contract & Contract Data;

   (d) The priced Schedule of Prices/Bill of quantities (BoQ);

   (e) The Specifications; and

   (f) The Drawings

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

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

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

Signature of the Contactor _____ (Seal)	Signature of the Procuring Agency Executive Engineer, Highway Division Thatta (Seal)

Signed, EPADS and Delivered in the presence of:

Witness: _____ Government Contractor Thatta (Name, Title and Address)	Witness: _____ Govt. Contractor Thatta (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)

SPECIFICATIONS

[Note for Preparing the Specifications]

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

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

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

Sample Clause: Equivalency of Standards and Codes

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

*DRAWINGS

As per Detailed Working Estimate

** (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).*