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DISTRICT HYDERABAD



OFFICE OF THE
EXECUTIVE ENGINEER
HYDERABAD MUNICIPAL CORPORATION

No.Egg: XEN/Civil/IFB/107/ 2026

Dated:08/10/2026

NOTICE INVITING TENDER (NIT)

Hyderabad Municipal Corporation invites **Electronic Bids (E-Bids)** from eligible and qualified contractors/firms through **Single Stage –Two Envelope Procedure** in accordance with the rules of Sindh Public Procurement Regulatory Authority Rules, 2010 (Amended up to date), for execution of the following development schemes.

Eligibility / Qualification Criteria: -

Bidders must fulfill the following mandatory requirements, ensuring that all required documents are current and valid, required registration certificates, tax status and legal documents must be fully (Up-to-date) at the time of Bid submission:

1. Valid PEC registration with mandatory codes: **CE01, CE09, CE10, CE11(i), CE11(ii)& CE11(vii)**
2. Valid NTN Certificate; the bidder must be on the Active Taxpayer List of Federal Board of Revenue (FBR).
3. Valid SRB Registration Certificate; the bidder must be on the Active Taxpayer List of Sindh Revenue Board (SRB).
Valid NTN and Sales Tax Registration Certificates.
4. Valid ISO 9001 (Quality), ISO 14001 (Environmental) and ISO 45001 (Health & Safety) certifications or internationally recognized equivalent. Minimum **02 ongoing projects** of similar nature (details required).
5. Affidavit on E-Stamp Paper of Rs.500 that the firm is not blacklisted or involved in any court case / litigation with any Government / Semi-Government Department for the last five years, and Integrity Pact on E-Stamp Paper of Rs.500/-.Affidavit on E-stamp paper stating that not blacklisted by any government/semi-government organization, not involved in litigation & no abandoned works.
6. Technical Proposal covering proposed construction schedule, method of performing the work, organization chart for supervisory staff and mobilization programme.Firm must provide **work methodology and execution plan**.
7. Tender Fee and Bid Security made from the account of the participating Company / Firm; rates quoted in words and figures; each page of the bid signed and stamped.
8. Eligibility / mandatory requirements shall be checked on Pass / Fail basis; only bidders satisfying all of them shall proceed to the Point-Based Technical Evaluation (Total Marks: 100) as detailed in the bidding document.Any attempt to **influence the procurement process** shall result in: Disqualification of bidder and Initiation of action under **SPPRA Rule 35**
9. Eligibility / mandatory requirements shall be checked on Pass / Fail basis; only bidders satisfying all of them shall proceed to the Point-Based Technical Evaluation (Total Marks: 100) as detailed in the bidding document.
10. Minimum qualifying marks in the Point-Based Technical Evaluation: 80 out of 100.
11. The bidders are required to quote their most competitive and final rates, as no negotiations shall be permitted in accordance with procurement rules.
12. The Procuring Agency reserves the right to: Reject any or all bids & cancel the procurement process at any time prior to the acceptance of a bid, in accordance with SPPRA Rule 33.
13. Any attempt to influence the procurement process shall result in: Disqualification of bidder and Initiation of action under SPPRA Rule 35 (Blacklisting).

Tender Documents: -

- ❖ Bidding documents can be obtained/downloaded from the **SPPRA E-Procurement System (EPADS):** <http://portalsindh.eprocurement.gov.pk>
- ❖ A non-refundable tender fee of Rs. 5,000/- shall be submitted in favor of Deposit Fund Executive Engineer, Hyderabad Municipal Corporation in the shape of Pay Order from any scheduled Bank of Pakistan, clearly mentioning the name of firm.

Bid Security: -

- ❖ Bid Security equivalent to 2.00% of the estimated cost must be submitted in the shape of Bank Guarantee only in favor of Executive Engineer HMC from any scheduled Bank of Pakistan.
- ❖ Bids without valid Bid Security shall be **rejected as non-responsive**.
- ❖ Bid Must be submitted both Scanned copy via E-PADS & Original hard copy before bid opening

Bid Submission & Opening: -

- ❖ Bids shall be submitted **electronically through E-PADS only**.
- ❖ Manual bids will **not be accepted**.
- ❖ Bids will be opened in presence of Procurement Committee and bidders' representatives.
- ❖ The bid must include: Scanned copy of Tender Fee & Scanned copy of Bid Security
- ❖ In addition, the bidder shall submit: Original Tender Fee & Original Bid Security in **separate sealed envelopes**, clearly marked, to the office of Executive Engineer, Hyderabad Municipal Corporation **before the bid opening time**. Failure to submit original instruments shall result in **rejection of the bid**.

Important Terms & Conditions: -

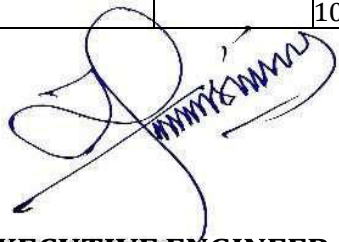
1. **Bid Validity:** Minimum **90 days** from date of opening.
2. **Conditional, incomplete, or unsigned and un sealed bids shall be rejected.**
3. Overwriting must be properly signed and stamped.
4. In case of public holiday, bids shall be opened on next working day.
5. Procuring Agency reserves the right to reject any or all bids under **Rule 33 of SPPRA Rules**.
6. Successful bidder shall furnish **Performance Security (10%)** of contract price.
7. Contract agreement shall be executed on stamp paper as per government rules.
8. **Defect Liability Period:** Minimum **06 months** after completion.
9. Taxes will be deducted as per government rules.
10. Any attempt to influence procurement process shall lead to **disqualification and blacklisting under Rule 35**.
11. **Integrity Pact** shall be signed for contracts exceeding prescribed limits.
12. Procuring agency shall not be responsible for any technical issues in E-PADS.
13. Joint Venture (JV) firms must submit JV agreement (if applicable).
14. Financial proposals of only those bidders who satisfy all mandatory requirements and secure minimum 80 marks out of 100 in the Point-Based Technical Evaluation shall be opened; evaluation will then be carried out on lowest evaluated responsive bid basis
15. **Schedule: -**
 - ❖ **1st Attempt Submission:** **30-Oct-2026 at 11:00 AM**
 - ❖ **Bid Opening (1st Attempt):** **Same day at 12:00 Noon**
 - ❖ **2nd Attempt Submission:** **16-Nov-2026 at 11:00 AM**
 - ❖ **Bid Opening (2nd Attempt):** **Same day at 12:00 Noon**

Venue & Contact: -

- ❖ Office of the Executive Engineer, main HMC Building, Hyderabad Municipal Corporation District Hyderabad. Ph No:-022-9210193

LIST OF PROCUREMENT IN RESPECT OF THE FOLLOWING WORKS: -

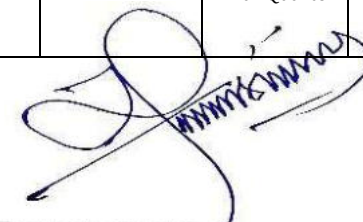
S.#	Name of Schemes	Estimated Cost (Million)	Earnest Money	Tender Fee	Completion Period	PEC CATEGORY WITH CODES
01	REHABILITATION OF SHAIKH AYAZ ROAD FROM SINDH MUSEUM TO ALI PALACE PUMPING STATION ALONG WITH STORM WATER DRAIN (BOTH SIDES), QASIMABAD, HYDERABAD	RS. 466.727/- (Million)	2%	5000	24 Months	VALID PEC LICENSE WITH RELEVANT CATEGORY, CE01, CE09, CE10, CE11(i), CE11(ii)& CE11(vii)
02	REHABILITATION OF ROAD FROM FATEH CHOWK TO KALU CHOWK AND OLD SABZI MANDI CHOWK TO MUHAMMADI CHOWK VIA BADIN STOP ALONG WITH STORM WATER DRAIN, HYDERABAD	Rs. 764.649 /- (Million)	2%	5000	24 Months	VALID PEC LICENSE WITH RELEVANT CATEGORY, CE01, CE09, CE10, CE11(i), CE11(ii)& CE11(vii)
03	REHABILITATION OF ROAD FROM ALAMDAR CHOWK TO NASEEM NAGAR CHOWK ALONG WITH DRAIN (BOTH SIDES) AND REHABILITATION OF ROAD FROM NASEEM NAGAR CHOWK TO SEHRISH NAGAR (ONE SIDE), QASIMABAD, HYDERABAD	Rs.511.874 /- (Million)	2%	5000	24 Months	VALID PEC LICENSE WITH RELEVANT CATEGORY, CE01, CE09, CE10, CE11(i), CE11(ii)& CE11(vii)
04	REHABILITATION OF ROAD FROM GIDDU CHOWK TO YA ALI COLONY GIDDU NAKA VIA MIR FATEH COLONY AND MEHRAN OIL MILLS NEAR PATHAN GOTH GIDDU NAKA ALONG WITH STORM WATER DRAIN AND PUMP HOUSE, HYDERABAD	RS. 504.857 /- (Million)	2%	5000	24 Months	VALID PEC LICENSE WITH RELEVANT CATEGORY, CE01, CE09, CE10, CE11(i), CE11(ii)& CE11(vii)
05	UPGRADATION, REHABILITATION AND CONSTRUCTION OF SHAHEED ZULFIQAR ALI BHUTTO SPORTS GROUND AT GIDU CHOWK, DISTRICT HYDERABAD	RS. 420.428 /- (Million)	2%	5000	24 Months	VALID PEC LICENSE WITH RELEVANT CATEGORY, CE-01, CE-02, CE-03, CE- 09, CE-10, BC-01, ME-02, ME-03, ME- 06, EE-02, EE-03, EE-04, EE-06 &EE- 10


**EXECUTIVE ENGINEER
HYDERABAD MUNICIPAL CORPORATION
DISTRICT HYDERABAD**

OFFICE OF THE **HYDERABAD MUNICIPAL CORPORATION**

ANNUAL PROCUREMENT PLAN FOR THE FINANCIAL YEAR 2026-27

S#	Procurement Type	Description of Procurement	Qty	Estimate Unit Cost	Funds Allocation in Million	Source of Fund	Proposed Procurement Method	Tentative Timing of Procurement	Remarks
1	Work	REHABILITATION OF SHAIKH AYAZ ROAD FROM SINDH MUSEUM TO ALI PALACE PUMPING STATION ALONG WITH STORM WATER DRAIN (BOTH SIDES), QASIMABAD, HYDERABAD		466.727	466.727	ADP	Single Stage-Two Envelope	2nd Quarter	=====
2	Work	REHABILITATION OF ROAD FROM FATEH CHOWK TO KALU CHOWK AND OLD SABZI MANDI CHOWK TO MUHAMMADI CHOWK VIA BADIN STOP ALONG WITH STORM WATER DRAIN, HYDERABAD		764.649	764.649	ADP	Single Stage-Two Envelope	2nd Quarter	=====
3	Work	REHABILITATION OF ROAD FROM ALAMDAR CHOWK TO NASEEM NAGAR CHOWK ALONG WITH DRAIN (BOTH SIDES) AND REHABILITATION OF ROAD FROM NASEEM NAGAR CHOWK TO SEHRISH NAGAR (ONE SIDE), QASIMABAD, HYDERABAD		511.874	511.874	ADP	Single Stage-Two Envelope	2nd Quarter	=====
4	Work	REHABILITATION OF ROAD FROM GIDDU CHOWK TO YA ALI COLONY GIDDU NAKA VIA MIR FATEH COLONY AND MEHRAN OIL MILLS NEAR PATHAN GOTH GIDDU NAKA ALONG WITH STORM WATER DRAIN AND PUMP HOUSE, HYDERABAD		504.857	504.857	ADP	Single Stage-Two Envelope	2nd Quarter	=====
5	Work	UPGRADATION, REHABILITATION AND CONSTRUCTION OF SHAHEED ZULFIQAR ALI BHUTTO SPORTS GROUND AT GIDU CHOWK, DISTRICT HYDERABAD		420.428	420.428	ADP	Single Stage-Two Envelope	2nd Quarter	=====



EXECUTIVE ENGINEER
HYDERABAD MUNICIPAL CORPORATION



☎:021-99213672

☎:021-99211537

No. SOIII/(LG)/14-16/2026
GOVERNMENT OF SINDH
LOCAL GOVERNMENT DEPARTMENT
Karachi dated the 05th August, 2026

W2662E

05.08.26



NOTIFICATION

No.SOIII/(LG)/14-16/2026:- With the approval of Competent authority a procurement Committee consisting on the following composition of members for the N.I.T's of various important works schemes purchases and M&R, as per procurement plan for the financial year 2026-27 in the jurisdiction of Hyderabad Municipal Corporation, Hyderabad is hereby constituted under Section-7 & 8 of SPPRA Rules-2010:-

1.	Superintending Engineer Civil (BPS-19) Hyderabad Municipal Corporation	Chairman
2.	Executive Engineer Civil (BPS-18) Hyderabad Municipal Corporation	Member
3.	Assistant Executive Engineer (BPS-17) Hyderabad Municipal Corporation	Member
4.	Chief / Senior Accounts Officer (BPS-17) Hyderabad Municipal Corporation	Member
5.	Assistant Executive Engineer (BPS-17) Public Health Engineer Department Hyderabad	Member

The functions and responsibilities of Procurement Committee shall be as under (Section-7 & 8 of SPPRA Rules 2010: -

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

SECRETARY TO GOVT. OF SINDH
Karachi dated 05th August, 2026

No. SOIII/(LG)/14-16/2026:-

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

1. The Director, Sindh Public Procurement Regulatory Authority, Karachi.
2. The Regional Director Local Government Hyderabad Division.
- ✓ 3. The Mayor / Municipal Commissioner, Hyderabad Municipal Corporation Hyderabad.
4. The Superintendent Engineer Civil, Hyderabad Municipal Corporation.
5. The Executive Engineer Civil, Hyderabad Municipal Corporation.
6. The Assistant Executive Engineer, Hyderabad Municipal Corporation Hyderabad.
7. The Chief / Senior Account Officer Hyderabad Municipal Corporation.
8. The Assistant Executive Engineer, Public Health Engineering Department Hyderabad.
9. The Assistant Director Local Fund Audit District Badin.
10. P.S to Secretary, Local Government, Govt. of Sindh Karachi.
11. Office order file.


(BARKAT ALI)
SECTION OFFICER-III



**OFFICE OF THE MUNICIPAL COMMISSIONER
HYDERABAD MUNICIPAL CORPORATION**

No.G/ 274 /2026
Dated: 03 /08 /2026

NOTIFICATION

Hyderabad Municipal Corporation is pleased to constitute a Grievance Redressal Committee under Rule 31 of SPPRA Rules, 2010 (amended up to date), to address the complaints in respect of bidding during the procurement proceedings for the financial year 2026-2027, comprising of the following:

- | | | |
|----|---|----------|
| 01 | Mayor
Hyderabad Municipal Corporation, Hyderabad | Chairman |
| 02 | Representative of District Accounts Officer
(Not below the rank of BPS-18) | Member |
| 03 | Representative of Independent Professional
from relevant field concerning the procurement process in queries, to be nominated by the Head of Procuring Agency | Member |

The Terms of Reference of the Committee shall be as prescribed under Rule 31 of SPPRA Rules, 2010 (amended up to date).


(ZAHOO AHMED LAKHAN)
MUNICIPAL COMMISSIONER
Hyderabad Municipal Corporation

Copy submitted for information to:-

1. The Director, Sindh Public Procurement Regulatory Authority (SPPRA), Karachi.
2. All Members / Chairman of the Committee.
3. PS to Minister, Local Government, Government of Sindh, Karachi.
4. PS to Secretary, Local Government / HTP Department, Karachi.
5. PS to Mayor, Hyderabad Municipal Corporation.
6. Master File 2026.



OFFICE OF THE
EXECUTIVE ENGINEER
HYDERABAD MUNICIPAL CORPORATION

"BIDDING DOCUMENTS"

BASED ON STANDARD FORM OF BIDDING DOCUMENTS
OFSPRA FOR PROCUREMENT OF WORKS

Name of Work: - REHABILITATION OF SHAIKH AYAZ ROAD FROM SINDH MUSEUM TO ALI PALACE PUMPING STATION ALONG WITH STORM WATER DRAIN (BOTH SIDES), QASIMABAD, HYDERABAD.

Estimate Cost: -

Rs. 466,727,441/-

NIT No. & Date: -

Bid Reference No: -

Date of Opening: -

30-OCT-2026 at 12:00 Hour

Issued to: -

M/s: - _____

Bidding Documents Fees: -

Rs: 5,000/- (Rupees Five Thousand Only)

Standard Bidding Document is intended as a model for admeasurements (Percentage Rate/unit price for unit rates in a Bill of Quantities) types of contract. The main text refers to ad measurements contracts.



OFFICE OF THE
EXECUTIVE ENGINEER
HYDERABAD MUNICIPAL CORPORATION

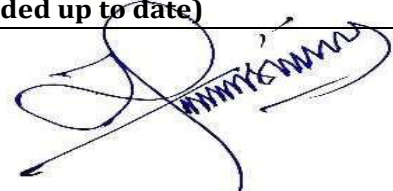
Scheme No-01

"BIDDING DATA"

(The following Bidding Data shall supplement and /or amend the provisions of the Instructions to Bidders (ITB). Wherever there is a conflict, the provisions herein shall prevail.)

1	Procuring Agency	
1.1	Name of Procuring Agency:	OFFICE OF THE HYDERABAD MUNICIPAL CORPORATION
1.2	Brief Description of Works:	REHABILITATION OF SHAIKH AYAZ ROAD FROM SINDH MUSEUM TO ALI PALACE PUMPING STATION ALONG WITH STORM WATER DRAIN (BOTH SIDES), QASIMABAD, HYDERABAD.
1.3	Estimate Cost:	Rs. 466,727,441/-
2	Addresses	
2.1	Procuring Agency's Address:	Hyderabad Municipal Corporation the EXECUTIVE ENGINEER Hyderabad Municipal Corporation Ph No:-022-9210193
2.2	Engineer's Address:	Office of the Executive Engineer Hyderabad Municipal Corporation Ph No:-022-9210193
3	Currency of Bid and Payment	
3.1	Currency of Bid:	All prices shall be quoted entirely in Pak Rupees (PKR)
3.2	Currency of Payment:	All payments shall be made in Pak Rupees (PKR)
4	Bid Security	
4.1	Amount of Bid Security:	The Bid Security shall be 2.00% of the Total Bid Price, in the form of Bank Guarantee only issued by a scheduled bank of Pakistan, in favor of Deposit Fund Executive Engineer HMC, Hyderabad Municipal Corporation
5	Bid Validity	
5.1	Bid Validity Period:	Bids shall remain valid for a period of Ninety (90) days from the date of bid opening.
6	Performance Security / Security Deposit	
6.1	Performance Security:	The successful bidder shall submit Performance Security equivalent to 10% of the Contract Price within fourteen (14) days of issuance of Letter of Acceptance (LOA).
6.2	Retention Money:	• 2.5% shall be deducted from each running bill as retention money • Retention money shall be released 50% after completion of work and 50% expiry of the Defect Liability Period, 06 Months subject to satisfactory performance

7	Taxes and Deductions	All applicable taxes shall be deducted as per Government rules in force , including but not limited to: - Income Tax (FBR) - Sindh Sales Tax on Services (SRB), where applicable
8	Bid Submission	
8.1	Address for Submission:	Same as Procuring Agency's address mentioned above
8.2	Deadline for Submission of Bids:	Date: 30-OCT-2026 Time: 11 am
9	Bid Opening	Same day at 12 noon
9.1	Venue:	Office of the Hyderabad Municipal Corporation at Mayor Secretariat opposite Shahbaz Building, Hyderabad Municipal Corporation
9.2	Date and Time:	Date: 30-OCT-2026 Time: 12 am
10	Responsiveness of Bids	A bid shall be considered responsive if it fulfills the following conditions: - Submitted within prescribed time - Accompanied by valid Bid Security - Meets all eligibility / mandatory requirements (Pass / Fail) and secures minimum 80 marks out of 100 in the Point-Based Technical Evaluation - Properly signed and stamped - BOQ duly filled without material alteration - Free from material deviations or conditions - Conforms to technical specifications and contract requirements
11	Completion Period	The work shall be completed within Twenty-Four (24) Months from the date of issuance of Work Order / Commencement Order.
12	Liquidated Damages	In case of delay in completion of work: 0.05% of Contract Price per day shall be charged as Liquidated Damages - Maximum limit of Liquidated Damages shall be 10% of Contract Price
13	Tender Fee	A non-refundable Tender Fee of Rs.5000/- shall be submitted in the form of Pay Order in favor of Deposit Fund Executive Engineer HMC, Hyderabad Municipal Corporation.
14	Additional Provisions	- Bid prices shall remain firm and fixed during the currency of the contract - Conditional bids shall be rejected - Procuring Agency reserves the right to verify all documents submitted by bidders - Any false information shall lead to disqualification and legal action - All provisions shall be governed under SPPRA Rules, 2010 (amended up to date)



**EXECUTIVE ENGINEER
HYDERABAD MUNICIPAL CORPORATION**



OFFICE OF THE
EXECUTIVE ENGINEER
HYDERABAD MUNICIPAL CORPORATION

Scheme No-01

**"MANDATORY QUALIFICATION DOCUMENTS,
TERMS & CONDITIONS"**

Contract Title: REHABILITATION OF SHAIKH AYAZ ROAD FROM SINDH MUSEUM TO ALI PALACE PUMPING STATION ALONG WITH STORM WATER DRAIN (BOTH SIDES), QASIMABAD, HYDERABAD.

EVALUATION CRITERIA

EVALUATION CRITERIA / ELIGIBILITY / MANDATORY REQUIREMENT

A. ELIGIBILITY / MANDATORY REQUIREMENT:

S.#	Description
a.	Name, Copy of CNIC, Complete address, Telephone Number(s), WhatsApp Number(s) and email address of the Firm / Individual must be provided including Ownership details, organization structure and year of establishment shall be clearly stated.
b.	Valid NTN Certificate (The bidder must be on active Taxpayer list of Federal Board of Revenue (FBR)).
c.	Valid SRB Registration Certificate. (The bidder must be on active Taxpayer list of Sindh Revenue Board (SRB)).
d.	Valid PEC registration with mandatory codes: CE01, CE09, CE10, CE11(i), CE11(ii)& CE11(vii)
e.	The bidder shall provide evidence of availability of the following ISO certifications, valid or an internationally recognized equivalent applicable to the worksite: 1. ISO 9001 – Quality Management Certificate 2. ISO 14001 – Environmental Management Certificate 3. ISO 45001 – Health and Safety Management Certificate
f.	The bidder shall submit non-refundable Tender(s) cost as mentioned in the NIT in shape of Pay-Order from any scheduled Bank of Pakistan in favour of Deposit Fund Executive Engineer HMC, Hyderabad Municipal Corporation before opening of the Bid in the Office of the Executive Engineer, Hyderabad Municipal Corporation and must be attached with E-Bid & also be uploaded at the EPADS Portal.
g.	2% Bank Guarantee only of the Bid Security in favor of Deposit Fund Executive Engineer HMC, Hyderabad Municipal Corporation shall be uploaded on the website of “EPADS SPPRA Sindh” as well as shall be submitted Physically before opening of bid in the Office of the Executive Engineer, Hyderabad Municipal Corporation.
h.	Bid Security / Tender Cost should be made from the Account of the Company / Firm of the Participant.
i.	Affidavit / Undertaking on valid E-Stamp Paper of Rs.500, regarding Firm has not been Black Listed OR not involved in any Court Case / Litigation with any Government / Semi Government Department for the last Five Years.
j.	Integrity Pact on the E-Stamp Paper worth Rs.500/-.
k.	Bidder shall submit a Technical Proposal taking into account the Proposed Construction Schedule, Method of Performing the Work, Organization Chart for Supervisory Staff and Mobilization Programme.
l.	The participants must quote their rates both in words and figures.

S.#	Description
m.	Each page of the bid must be signed and stamped with the company seal; otherwise, the bid will be rejected.

NOTE:

- i. All clauses of NIT, Bidding Data, Eligibility Criteria and Mandatory Criteria mentioned in tender / bidding documents shall have same priority and nonfulfillment of any clause shall lead to bid rejection / disqualification.
- ii. If a bidder offers a rate 20% below the bid of the engineering estimate then, the bidder must submit and attach the following:
 - Detailed item wise market rate analysis
 - Recent Quotations / Invoices from suppliers
- iii. All documents must be Scanned from Original; photocopy scans or blurred documents are rejected. The responsibility of providing clear, authentic and verifiable scanned documents lies solely with the bidder.

B. POINT-BASED TECHNICAL EVALUATION CRITERIA: -

Total Marks: 100	Minimum Qualifying Marks: 80
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Important: Eligibility / Mandatory Requirements should first be checked on a Pass / Fail basis. Only bidders satisfying all eligibility / mandatory requirements should proceed to the Point-Based Technical Evaluation.

1. PROFILE OF FIRM / CONTRACTOR:

Description	Marks
A. Year of Establishment:	10-Max Marks
Period Since Firm / Contractor is in Construction Business registered with PEC (attach PEC License for each year).	
i. +7 Years	10-Marks
ii. +5 Years	08-Marks
iii. +3 Years	06-Marks
iv. +2 Years	04-Marks
v. Less than 02 Years	01-Marks
B. Office Facilities:	05-Max Marks
i. In Hyderabad City	05-Marks
ii. In Sindh Province	03-Marks
iii. In any other Province / Islamabad	01-Marks

2. EXPERIENCE & PAST PERFORMANCE:

Description	Marks
A. Similar Nature Works Completed:	20-Max Marks
i. The bidder must demonstrate completion of one (1) work of similar size (100% Cost of the estimated cost of work) and nature within the last three (3) years, and they must also have vast experience of urban area works. Duly supported by Work Order & Completion Certificate (issued not earlier than 28 days prior to submission).	20-Marks
B. Work of Similar Nature and Complexity in Hand:	10-Max Marks
Work of Similar Nature and complexity in Hand in any Government / Semi Government Sector duly supported with attested copies of the Contract Agreements and Work Orders having 80% Cost of the estimated cost of the work.	
i. One Work having 80% Cost of the estimated cost of work;	10-Marks
ii. Two Works having 50% Cost of the estimated cost of work;	05-Marks

3. KEY PERSONNEL: (25-Max Marks)

(Detailed CVs of following Key staff shall be provided, it is mandatory. PEC registration Certificate and qualification certificates / degrees etc. shall also be provided. It will be mandatory for successful bidder to

mobilize same staff as proposed below after the approval of the Engineer.)

SN	Position	Nos.	Qualification / Experience	Marks
1	Senior Site Engineer	01	B.E. Civil with 10-years' Experience.	05-Marks
2	Site Engineer (Civil)	01	B.E. Civil with 05-years' Experience.	04-Marks
3	Site Engineer (Elect.)	01	B.E. Electrical with 05-years' Experience.	04-Marks
4	Site Supervisor	02	B.Tech Civil with 03-years' Experience.	06-Marks
5	Quantity Surveyor	01	DAE Civil with 03-years' Experience.	02-Marks
6	Surveyor	02	DAE Civil with 3-years' Experience.	04-Marks
Total				25-Marks

4. CONSTRUCTION EQUIPMENT & MACHINERY: (20-Max Marks)

Evidence: Ownership Documents / Registration Documents / Lease Agreement / Rental Agreement, that is proposed invoices or other acceptable documentary evidence.

SN	Equipment Type & Characteristics	Min. No. Required	Marks
1	Asphalt Plant	01 No.	05-Marks
2	Excavator	01 No.	01-Mark
3	Motor Grader	01 No.	01-Mark
4	Vibratory Roller	01 No.	01-Mark
5	Pneumatic Roller	01 No.	01-Mark
6	Wheel Loader	01 No.	01-Mark
7	Dump Truck	04 Nos.	04-Marks
8	Water Tanker	02 Nos.	01-Mark
9	Asphalt Paver	01 No.	01-Mark
10	Concrete Mixer	02 Nos.	01-Mark
11	Concrete Vibrator	02 Nos.	01-Mark
12	Tractor Trolley	02 Nos.	01-Mark
13	Concrete Pump	04 Nos.	01-Mark
Total			20-Marks

5. FINANCIAL CAPACITY / ANNUAL TURNOVER:

Description	Marks
A. Average Annual Turnover:	05-Max Marks
Annual Audit Report of the last five years from (ICAP) Registered Audit Firms; Audit Report issued other than (ICAP) registered audit firms will not be accepted. (Turnover will be evaluated from Annual Tax Returns & Audit Report)	
i. More than 2 times of the estimated cost	05-Marks
ii. More than 1.5 times of the estimated cost	03-Marks
iii. More than the equivalent of the estimated cost	02-Marks
iv. Equivalent to the estimated cost	01-Marks
B. Financial Soundness / Status:	05-Max Marks
The bidder shall furnish a Credit Line Facility certificate (attach proof of Bank Credit Facilities duly verified by the Head of the Bank).	
i. More than 60% of the estimated cost	05-Marks
ii. More than 40% of the estimated cost	03-Marks
iii. More than 20% of the estimated cost	02-Marks
iv. More than 10% of the estimated cost	01-Marks

TECHNICAL EVALUATION SHEET**Firm / Contractor:** _____

Sr.	Evaluation Criteria	Max. Marks	Marks Obtained
1.	Profile of Firm / Contractor		
A.	Year of Establishment	10	
B.	Office Facilities	05	
2.	Experience & Past Performance		
A.	Similar Nature Works Completed	20	
B.	Work of Similar Nature and Complexity in Hand	10	
3.	Key Personnel	25	
4.	Construction Equipment & Machinery	20	
5.	Financial Capacity / Annual Turnover		
A.	Average Annual Turnover	05	
B.	Financial Soundness / Status	05	
TOTAL		100	

Technical Qualification**Minimum qualifying score: 80 / 100**

- ☐ Technically Qualified — 80 marks or above
- ☐ Technically Not Qualified — below 80 marks

AND

All mandatory eligibility requirements must be satisfied on a Pass / Fail basis.

TERMS & CONDITIONS OF TENDER / ELIGIBILITY

1. Procurement Method

- ❖ Procurement shall be conducted through **E-PADS (E-Procurement System)**
- ❖ Method: **Single Stage – Two Envelope Procedure**
- ❖ Manual submission of bids is **strictly prohibited**

2. Tender Fee & Bid Security

- ❖ Tender Fee: **Rs. 5,000/- (Non-refundable)**
- ❖ Bid Security: **2.00% of Bid Amount**
- ❖ Tender Fee in the form of Pay Order and Bid Security in the form of Bank Guarantee only, in favor of:
Deposit Fund Executive Engineer HMC, Hyderabad Municipal Corporation
- ❖ Scanned copies must be uploaded on E-PADS
- ❖ Original instruments must be submitted **before bid opening time**, Failure to comply shall result in **rejection of bid**.

3. Bid Validity

- ❖ Bids shall remain valid for a period of **90 days** from the date of opening

4. Submission & Opening of Bids

- ❖ Bids must be submitted **electronically through EPADS**
- ❖ Bids shall be opened at the office of Hyderabad Municipal Corporation
- ❖ Opening shall be conducted in presence of Procurement Committee and bidders' representatives (optional)

5. Clarification

- ❖ Bidders may seek clarification up to **07 days prior to submission deadline** through E-PADS or office

6. Conditional Bids

- ❖ Conditional, incomplete, or unsigned bids shall be **rejected outright**

7. Holiday Clause

- ❖ If the office is closed on the submission/opening date, the process shall be conducted on the next working day

8. Responsibility of Bidders

- ❖ Procuring Agency shall not be responsible for E-PADS or technical errors
- ❖ Bidders must ensure timely and complete submission

9. Rights of Procuring Agency

- ❖ Procuring Agency reserves the right to: Reject any or all bids & Cancel the process under **SPPRA Rule 33**

10. Disqualification

- ❖ All Bidders shall be disqualified if: Fake or forged documents are submitted, Bid Security is invalid or missing, required documents are incomplete & attempt is made to influence the procurement process.

11. Performance Security

- ❖ Successful bidder shall provide **10.00% Performance Security** of contract price

12. Defect Liability Period

- ❖ Minimum **12 months** after completion of work

13. Blacklisting

- ❖ Contractor shall be liable for blacklisting under **Rule 35 of SPPRA Rules** in case of: Fraudulent practices, Non-performance & Misrepresentation
- ❖ **Comprehensive affidavit / E-Stamp** shall be required covering: that No blacklisting, no litigation affecting performance, no abandoned works & All documents are genuine

14. Integrity & Transparency

- ❖ Any attempt of corruption, collusion, or undue influence shall result in **immediate disqualification**

15. Verification of Documents

- ❖ Procuring Agency reserves the right to verify any document at any stage

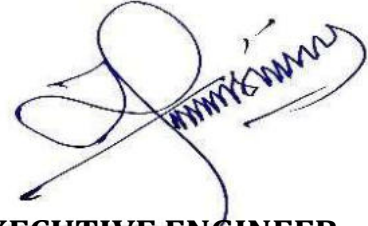
- ❖ Any false information shall lead to **rejection and legal action**

16. Financial & Technical Strength

- ❖ Firm must demonstrate adequate **financial soundness**
- ❖ Availability of required **equipment and staff** must be ensured

17. General Instructions

- ❖ All documents must be **properly signed & stamped**
- ❖ Any concealment shall lead to **disqualification**
- ❖ Procuring Agency may verify any document at any stage

A handwritten signature in blue ink, consisting of a large, stylized loop followed by a series of wavy lines.

**EXECUTIVE ENGINEER
HYDERABAD MUNICIPAL CORPORATION**

"INTEGRITY PACT"

DECLARATION OF FEES, COMMISSION & BROKERAGE ETC PAYABLE CONTRACTORS

Scheme No-01

Contract Value:

Rs. 466,727,441/-

Contract Title:

**REHABILITATION OF SHAIKH AYAZ ROAD FROM SINDH
MUSEUM TO ALI PALACE PUMPING STATION ALONG WITH
STORM WATER DRAIN (BOTH SIDES), QASIMABAD,
HYDERABAD.**

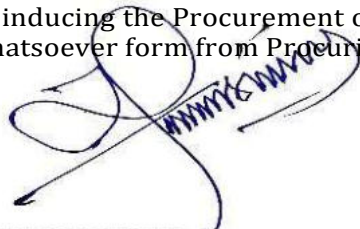
M/s _____, hereby declares that has not to obtained or induced the procurement of any Contract, right, interest, privilege, or other obligation or benefit from the Government of Sindh or any administrative subdivision or agency thereof or any other entity owned or controlled by its Government of Sindh through any corrupt business practice.

Without limiting the generality of the forgoing, M/s _____, represents and warrants that it has fully declared the brokerage, fees, commission, 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 including the procurement of contract, right, interest, privilege or other obligation or benefit in whatsoever form from Procuring Agency (PA) except that which has been expressly declared pursuant hereto.

M/s _____, accepts full responsibility and strict liability that it has made and will make full disclosure of all agreements and arrangement and arrangement 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.

M/s _____, 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 or 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 & remedies available to the PA under any law, contract or other instrument, be avoidable at the option of Procuring Agency.

Notwithstanding any rights and remedies exercised by the PA in this regard, M/s _____, agrees to indemnify the PA for any loss or damage incurred by it on account of its corrupt business practice and further pay compensation to the PA in an amount equivalent to ten time the sum of any commission, gratification, bribe, finder's fee or kickback given by the M/s _____, 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 Procuring Agency.



EXECUTIVE ENGINEER

HYDERABAD MUNICIPAL CORPORATION

M/s _____

Scheme No-01

"CONDITIONS OF CONTRACT"

Name of work: -

REHABILITATION OF SHAIKH AYAZ ROAD FROM SINDH MUSEUM TO ALI PALACE PUMPING STATION ALONG WITH STORM WATER DRAIN (BOTH SIDES), QASIMABAD, HYDERABAD.

Estimate Cost: -

Rs. 466,727,441/-

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 thing 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 organizations. 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, licenses 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 AUTHORIZED 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, labor, 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) 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) ionizing 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 Maintenance 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 labor 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 prior approval of 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 minimize 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 itemized 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 60 days 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; &
- 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 demobilize 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 demobilize 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 demobilization 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

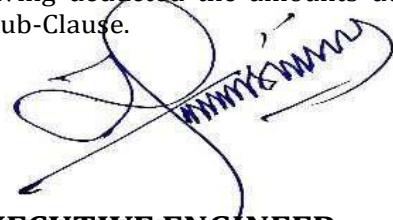
per provisions of Arbitration Act 1940 (Act No. X of 1940) and Rules made there under and any statutory modifications thereto. Any hearing shall be held at the place specified in the Contract Data and in the language referred to in Sub-Clause 1.5.

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.



**EXECUTIVE ENGINEER
HYDERABAD MUNICIPAL CORPORATION**

"INSTRUCTIONNS TO BIDDERS"

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

1.1 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 works costing Rs.2.50 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 equipment's;
- (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 queries in writing within three calendar days, provided they are received at least five calendar days prior to the date of opening of bid (SPP Rule 23-1).

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

- 6.1 At any time prior to the deadline for submission of Bids, the Procuring Agency may, for any reason, whether at his own initiative or in response to a clarification requested by a interested bidder, modify the Bidding Documents by issuing addendum.
- 6.2 Any addendum thus issued shall be part of the Bidding Documents pursuant to Sub- Clause 6.1 hereof, and shall be communicated in writing to all purchasers of the Bidding Documents. Prospective bidders shall acknowledge receipt of each addendum in writing to the Procuring Agency.
- 6.3 To afford interested bidders reasonable time in which to take an addendum into account in preparing their Bids, the Procuring Agency may at its discretion extend the deadline for submission of Bids.

C. PREPARATION OF BIDS

IB.7 Language of Bid

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

IB.8 Documents Comprising the Bid

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

IB.9 Sufficiency of Bid

- 9.1 Each bidder shall satisfy himself before Bidding as to the correctness and sufficiency of his Bid and of the premium on the rates of CSR / rates and prices quoted/entered in the Schedule of Prices, which rates and prices shall except in so far as it is otherwise expressly provided in the Contract, cover all his obligations under the Contract and all matters and things necessary for the proper completion of the works.
- 9.2 The bidder is advised to obtain for himself at his own cost and responsibility all information that may be necessary for preparing the bid and entering into a Contract for execution of the Works.

IB.10 Bid Prices, Currency of Bid and Payment

- 1.1 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.
- 1.2 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.
- 1.3 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.
- 1.4 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 favor 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 an additional period but not exceeding 1/3 of the original period. The request and the bidder's 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

- 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 sealed and marked as above, the Procuring Agency will assume no responsibility for the misplacement or premature opening of the Bid.
- 15.3 Bids submitted through telegraph, telex, fax or e-mail shall not be considered.
- 15.4 Any bid received by the Procuring Agency after the deadline for submission prescribed in Bidding Data will be returned unopened to such bidder.
- 15.5 Any bidder may modify or withdraw his bid after bid submission provided that the modification or written notice of withdrawal is received by the Procuring Agency prior to the deadline for submission of bids.
- 15.6 Withdrawal of a bid during the interval between the deadline for submission of bids and the expiration of the period of bid validity specified in the Form of Bid may result in forfeiture of the Bid Security pursuant to IB.13.5 (a).

E. BID OPENING AND EVALUATION

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

- 16.1 The Procuring Agency will open the bids, in the presence of bidder's 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 comply with Mile-stones/Critical dates provided in Bidding Documents;
- (v) sub-contracting contrary to the Conditions of Contract specified in Bidding Documents;
- (vi) refusing to bear important responsibilities and liabilities allocated in the Bidding Documents, such as performance guarantees and insurance coverage;
- (vii) taking exception to critical provisions such as applicable law, taxes and duties and dispute resolution procedures;
- (viii) 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 Rule 2(q);

❖ **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;
- ❖ **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;
- ❖ **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;
- ❖ **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;
- ❖ **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

- 181 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.
- 182 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 bidder's qualifications submitted under B.11, as well as such other information required in the Bidding Documents.

IB.19 Award Criteria & Procuring Agency's Right

- 191 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 satisfactorily perform the Contract in accordance with the provisions of the IB.18.
- 192 Not with standing 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.

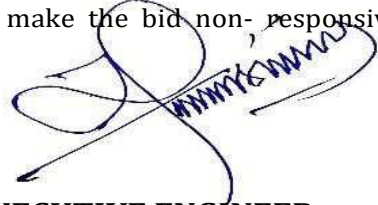
IB.21 Performance Security

- 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:
- i) Evaluation Report;
 - ii) Form of Contract and letter of Award;
 - iii) Bill of Quantities or Schedule of Requirements. (SPP Rule 50)

IB.22 Integrity Pact

- 22.1 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).



**EXECUTIVE ENGINEER
HYDERABAD MUNICIPAL CORPORATION**

1. METHOD OF PROCUREMENT USED

- i) Method of Procurement: E-Tenders/ Bids “**Single Stage Two Envelope Method**” from all the interested bidders under SPPRA Rules-2010 (Amended up to date) for the Procurement of the following works who meet the following qualification criteria, terms and conditions.
- a. Registration with PEC Pakistan Engineering Council in the relevant field of specialization of work and with specialization codes.
- b. Bio data of Engineering and Technical staff working with the firm along with attested CVs and their Income Tax Deduction which showing employment with the firm.
- c. An original and latest undertaking/Affidavit on Judicial Stamp Paper Rs.500/- that the Bidder and its employees have never been blacklisted by any Government, Semi Government, Autonomous or State-Owned Organization & their cases regarding blacklisting are not under trial by any Court of Law. De-listed firm will be allowed.
- d. The conditional tenders will not be accepted and the procuring agency may reject all or any bids subject to the relevant provisions of the SPPRA Rules.
- e. Company Profile stamped on every page along-with owner’s signature with paging (for transparency purpose).
- f. Bid Validity period 90 days. Mobile Phone will not be allowed in the room of Chairman of Procurement Committee during all tender procedure.

2. ELIGIBILITY & MINIMUM QUALIFICATION CRITERIA

The evidence / documents for the following minimum qualification / eligibility criteria will be checked during opening process of tender prior to financial evaluation & if anyone is missing then the tender will be summarily rejected at the moment by the tender opening committee. Bidders fulfilling these requirements shall then be evaluated on the Point-Based Technical Evaluation Criteria given in this Bidding Document (Total Marks: 100, Minimum Qualifying Marks: 80).

PART-A: - ELIGIBILITY CRITERIA

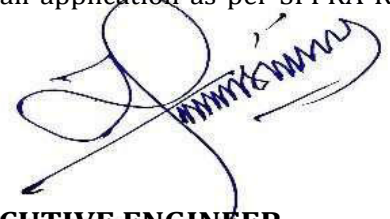
- Valid PEC Certificate in relevant category with specialization codes CE01, CE09, CE10, CE11(i), CE11(ii)& CE11(vii)
 - Valid NTN Certificate (bidder must be on Active Taxpayer List of FBR)
 - Valid Profession TAX
 - Valid SRB Registration Certificate (bidder must be on Active Taxpayer List of SRB)
 - Valid Sindh Electrical Contractor License
 - Valid Certificate of Sindh Employees’ Social Security Institution (SESSI)
 - Valid ISO 9001, ISO 14001 and ISO 45001 certifications or internationally recognized equivalent
- (i) Experience in similar nature of work(s) executed during the last three years, including experience of urban area works.
 - (ii) At least one (01) completed work of similar size (100% of the estimated cost of work) and nature within the last three (3) years, duly supported by Work Order & Completion Certificate.
 - (iii) Work of similar nature and complexity in hand in any Government / Semi-Government sector: one work having 80% of the estimated cost, or two works each having 50% of the estimated cost, supported with attested copies of Contract Agreements and Work Orders (for marking purpose).
 - (iv) Valid registration with **FBR** Filer or Non-Filed Status/ (NTN).
 - (v) Valid registration with Sindh Revenue Board (**SRB**).
 - (vi) Average Annual Financial Turn-over not less than equivalent cost of the scheme / project during last five years.
 - (vii) Bid found to be the most advantageous or best evaluated shall be accepted. “**Most Advantageous Bid means:**
 - (viii) A bid or proposal for goods, works or services that after meeting the eligibility or qualification criteria, is found substantially response to the terms and conditions as set out in the bidding or request for proposal documents: and
 - (ix) Evaluation as the highest ranked bid or proposal on the basis of cost or quality or qualification or any combination thereof as specified in the bidding documents or request for proposal documents which shall be in the conformity with the selection techniques to be issued the Authority.
 - (x) Any other factor deemed be relevant by the procuring agency subject to provision of Rule 44.
 - (xi) each bid shall comprise two envelope containing the financial proposal and technical proposal separately.
 - (xii) All bids received shall be opened and evaluated in the manner prescribed in the Notice Inviting

PART-B: - MINIMUM QUALIFICATION CRITERIA

- (a) Tender should be in properly sealed envelope.
- (b) Bid Security, as mentioned in the NIT & Bidding Documents, is furnished.
- (c) All rates quoted including the total amount of the bid shall be in figures & words (both).
- (d) All corrections / overwriting shall be clearly re-written with initials & duly stamped by the bidder.
- (e) The bid shall be properly signed, named & stamped by the authorized person of the firm and authorization letter for signatory shall be enclosed with the tender by the authorized person, if other than the signatory of the firm.
- (f) Average annual turnover of the last five (05) years equivalent to or more than the estimated cost, evaluated from Annual Tax Returns & Audit Reports. (For marking purpose)
- (g) At least One (01) work of similar size (100% of the estimated cost of work) and nature completed within the last three (3) years, with vast experience of urban area works, duly supported by Work Order & Completion Certificate. (For marking purpose)
- (h) Work of similar nature and complexity in hand in any Government / Semi-Government sector: one work having 80% of the estimated cost, or two works each having 50% of the estimated cost, duly supported with attested copies of Contract Agreements and Work Orders. (For marking purpose)
- (i) Credit Line Facility certificate of more than 10% of the estimated cost (attach proof of Bank Credit Facilities duly verified by the Head of the Bank). (For marking purpose)
- (j) Registration with Income Tax Department (NTN Certificate should be attached) and Sindh Revenue board (SRB Certificate should be attached) supported by copies of Income Tax return receipts of the last three (3) years. Must be Active Tax Payer Status.
- (k) Litigation history in which the decision has been given against or in favor of the firm (s). List and give brief details of arbitration / litigation / court cases if any in case of no such cases enclose an affidavit that the firm has not been involved in any litigation arbitration with any Government Departments.
- (l) List of construction equipment & machinery as per the Technical Evaluation Criteria, with ownership / registration documents, lease or rental agreement or other acceptable documentary evidence. (For marking purpose)
- (m) Bank Account Statement in the name of the Bidders Firm for the last three (3) years must be submitted with the tender documents.
- (n) Annual Audit Reports of the last five (05) years from (ICAP) registered audit firm. Audit report issued other than (ICAP) registered audit firms will not be accepted.
- (o) Affidavit to the effect that the all documents/particulars/information furnished are true and correct, if any information found incorrect/misleading the Procuring Agency reserves the right to reject the bid.
- (p) The application shall accompany of tender fee shown against each work for purchase of bidding documents, in favor of the undersigned.
- (q) Prospective bidders can obtain the bidding documents online from (<https://eprocure.gov.pk/>) by paying a non-refundable fee of Rs. 5,000/- in favor of EXECUTIVE ENGINEER Hyderabad Municipal

Corporation in shape of Pay Order issued from any scheduled bank duly mentioned the name of firm/Company. Earnest Money equal to 2.00% of Estimate Cost Mentioned below in the shape of Bank Guarantee only and Tender Fee in the shape of Pay Order may be attached with tender, in favor of Hyderabad Municipal Corporation.

- (r) Advertisement can be seen on SPPRA /EPADS website and Bidding Documents shall be downloaded from the website of "EPADS" <http://portalsindh.eprocurement.gov.pk> of SPPRA Sindh. All bids must be submitted **online** only via the **SPPRA E-Procurement System "EPADS"** manual / physical submission will not be accepted. Bidders are required to submit their bids electronically via the E-Pak Acquisition & Disposal System (E-PADS) using the upload function.
- (s) Tender will be opened before the Procurement Committee & undersigned in the presence of contractors are their authorized agents who were present at the time (with authority letter along-with Original CNIC).
- (t) Tender must be submitted in sealed envelopes to ***office of the EXECUTIVE ENGINEER, Hyderabad Municipal Corporation*** and clearly marked as Name of Scheme Clearly and also with Serial Number.
- (u) The Competent Authority reserves the right to reject any or all application as per SPPRA Rules 2010 (Amended-up to-date).



**EXECUTIVE ENGINEER
HYDERABAD MUNICIPAL CORPORATION**

"FORM OF BID"

(LETTER OF OFFER)

Bid Reference No. _____

To,

Gentlemen,

1. Having examined the Bidding Documents including Instructions to Bidders, Bidding Data, Conditions of Contract, Contract Data, Specifications, Drawings, if any, Schedule of Prices and Addenda Nos. _____ for the execution of the above-named works, we, the undersigned, being a company doing business under the name of and address _____ and being duly incorporated under the laws of Pakistan hereby offer to execute and complete such works and remedy any defects therein in conformity with the said Documents including Addenda thereto for the Total Bid Price of Rs _____ (Rupees _____) or such other sum as may be ascertained in accordance with the said Documents.
2. We understand that all the Schedules attached hereto form part of this Bid.
3. As security for due performance of the undertakings and obligations of this Bid, we submit herewith a Bid Security in the amount of _____ drawn in your favor or made payable to you and valid for a period of twenty-eight (28) days beyond the period of validity of Bid.
4. We undertake, if our Bid is accepted, to commence the Works and to deliver and complete the Works comprised in the Contract within the time(s) stated in Contract Data.
5. We agree to abide by this Bid for the period of (_____) days from the date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
6. Unless and until a formal Agreement is prepared and executed, this Bid, together with your written acceptance thereof, shall constitute a binding contract between us.
7. We undertake, if our Bid is accepted, to execute the Performance Security referred to in Conditions of Contract for the due performance of the Contract.
8. We understand that you are not bound to accept the lowest or any bid you may receive.
9. We do hereby declare that the Bid is made without any collusion, comparison of figures or arrangement with any other person or persons making a bid for the Works.

Dated this ____ day of _____, 2026.

Signature: _____

-

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

(Name of Bidder in Block Capitals)

(Seal)

Address: - _____

Witness: - _____

Name: - _____ Signature: - _____

Address: - _____

"SCHEDULES OF BID"

SCHEDULES TO BID INCLUDE THE FOLLOWING: -

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

4. Rates and Prices

- 4.1 Except as otherwise expressly provided under the Conditions of Contract, the rates and amounts entered in the Schedule of Prices shall be the rates at which the Contractor shall be paid and shall be the full inclusive value of the works set forth or implied in the Contract; except for the amounts reimbursable, if any to the Contractor under the Contract.
- 4.2 Unless otherwise stipulated in the Contract Data, the premium, rates and prices entered by the bidder shall not be subject to adjustment during the performance of the Contract.
- 4.3 All duties, taxes and other levies payable by the Contractor shall be included in the rates and prices.
- 4.4 The whole cost of complying with the provisions of the Contract shall be included in the items provided in the Schedule of Prices, and where no items are provided, the cost shall be deemed to be distributed among the rates and prices entered for the related items of the Works and no separate payment will be made for those items. The rates, prices and amounts shall be entered against each item in the Schedule of Prices. Any item against which no rate or price is entered by the bidder will not be paid for by the Procuring Agency when executed and shall be deemed covered by the rates and prices for other items in the Schedule of Prices.
- 4.5
 - (a) The bidder shall be deemed to have obtained all information as to and all requirements related thereto which may affect the bid price.
 - (b) The Contractor shall be responsible to make complete arrangements for the transportation of the Plant to the Site. *(Procuring Agency may modify as appropriate)*
- 4.6 The Contractor shall provide for all parts of the Works to be completed in every respect. Notwithstanding that any details, accessories, etc. required for the complete installation and satisfactory operation of the Works, are not specifically mentioned in the Specifications, such details shall be considered as included in the Contract Price.

5. Bid Prices

- 5.1 Break-up of Bid Prices: - The various elements of Bid Prices shall be quoted as detailed by the Procuring Agency in the format of Schedule of Prices. The bidder shall recognize such elements of the costs which he expects to incur the performance of the Works and shall include all such costs in the rates and amounts entered in the Schedule of Prices.
- 5.2 Total Bid Price: - The total of bid prices in the Schedule of Prices shall be entered in the Summary of Bid Prices.

6. Provisional Sums and Day work

- 6.1 Provisional Sums included and so designated in the Schedule of Prices if any, shall be expended in whole or in part at the direction and discretion of the Engineer/Procuring Agency. The Contractor will only receive payment in respect of Provisional Sums, if he has been instructed by the Engineer/Procuring Agency to utilize such sums.
- 6.2 Day work rates in the Contractor's bid are to be used for small additional amounts of work

and only when the Engineer have given written instructions in advance for additional work to be paid for in that way.

Schedule B to Bid:

SPECIFIC WORKS DATA

(To be prepared and incorporated by the Procuring Agency)

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

Schedule C to Bid:

Works to be performed by Subcontractors

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

Items of Works to be Sub-Contracted	Name and address of Sub-Contractors	Statement of similar works previously executed. <i>(attach evidence)</i>
--	--	--

Note:

- * *The Procuring Agency should decide whether to allow subcontracting or not. In case Procuring Agency decides to allow subcontracting then following conditions shall be complied with:*
1. No change of Sub-Contractors shall be made by the bidder without prior approval of the Procuring Agency.
 2. The truthfulness and accuracy of the statement as to the experience of Sub- Contractors is guaranteed by the bidder. The Procuring Agency's judgment shall be final as to the evaluation of the experience of Sub-Contractors submitted by the bidder.
 3. Statement of similar works shall include description, location & value of works, year completed and name & address of the clients.

Schedule D to Bid:

PROPOSED PROGRAMME OF WORKS

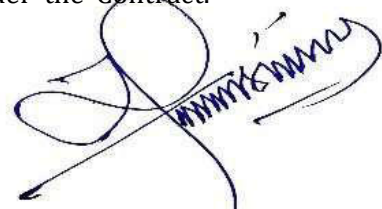
Bidder shall provide a Programme in a bar-chart or Program Evaluation and Review Technique (PERT) or Critical Path Method (CPM) showing the sequence of work items by which he proposes to complete the works of the entire Contract. The Programme should indicate the sequence of work items and the period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

Schedule E to Bid:

METHOD OF PERFORMING WORKS

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

- The sequence and methods in which he proposes to carry out the Works, including the number of shifts per day and hours per shift, he expects to work.
- A list of all major items of construction and plant erection, tools and vehicles proposed to be used in delivering/carrying out the works at site.
- The procedure for installation of equipment and transportation of equipment and materials to the site.
- Organization chart indicating head office & field office personnel involved in management, supervision and engineering of the Works to be done under the Contract.



**EXECUTIVE ENGINEER
HYDERABAD MUNICIPAL CORPORATION**

"STANDARD FORMS"

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

"FORM OF BID SECURITY"

(Bank Guarantee)

Guarantee No. _____
Executed on _____

(Letter by the Guarantor to the Procuring Agency)

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

Name of Principal (Bidder) with address: _____

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

Bid Reference No. _____ Date of Bid _____

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

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the accompanying Bid numbered _____ and dated _____ as above for

_____ (Particulars of Bid) to the said Procuring Agency; and

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

- (1) that the Bid Security shall remain valid for a period of twenty-eight (28) days beyond the period of validity of the bid;
- (2) that in the event of;
 - a. the Principal withdraws his Bid during the period of validity of Bid, or
 - b. the Principal does not accept the correction of his Bid Price, pursuant to Sub-Clause 16.4 (b) of Instructions to Bidders, or
 - c. failure of the successful bidder to
 - (i) furnish the required Performance Security, in accordance with Sub- Clause IB-21.1 of Instructions to Bidders, or
 - (ii) sign the proposed Contract Agreement, in accordance with Sub- Clauses IB-20.2 & 20.3 of Instructions to Bidders, the entire sum be paid immediately to the said Procuring Agency for delayed completion and not as penalty for the successful bidder's failure to perform.

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

PROVIDED THAT the Guarantor shall forthwith pay to the Procuring Agency the said sum stated above upon first written demand of the Procuring Agency without cavil or argument and without requiring the Procuring Agency to prove or to show grounds or reasons for such demand, notice of

which shall be sent by the Procuring Agency by registered post duly addressed to the Guarantor at its address given above.

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

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

Guarantor (Bank)

Witness:

1. Signature _____

1. _____

2. Name _____

Corporate Secretary (Seal)

3. Title _____

2. _____

(Name, Title & Address)

Corporate Guarantor (Seal)

"FORM OF PERFORMANCE SECURITY"

(Bank Guarantee)

Guarantee No. _____
Executed on _____
Expiry Date _____

(Letter by the Guarantor to the Procuring Agency)

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

Name of Principal (Contractor) with address: _____

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

Letter of Acceptance No. _____ 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 the _____ (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:

4. Signature _____

1. _____

5. Name _____

Corporate Secretary (Seal)

6. Title _____

2. _____

(Name, Title & Address)

Corporate Guarantor (Seal)

"MOBILIZATION ADVANCE GUARANTEE"

(Bank 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 (Bank)

Witness:

1. Signature _____

1. _____

2. Name _____

Corporate Secretary (Seal)

3. Title _____

2. _____

(Name, Title & Address)

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"

**(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).*

SCHEME NO 01

QUANTITY OF BILL

Name of Work: **Rehabilitation of Shaikh Ayaz Road from Sindh Museum to Ali Palace Pumping Station along with Storm Water Drain (Both Sides), Qasimabad, Hyderabad**

ABSTRACT SHEET – ROAD WORK (Scheduled Item)

SR. NO.	CSR 2024 Item-Page	DESCRIPTION OF ITEM TO BE EXECUTED AT SITE	QTY	UNIT	RATE	AMOUNT IN RUPEES
1	14-221	Kerb Stone: Providing and fixing precast, industrially manufactured edge blocks of 3750 PSI strength, size 6" thick × 12" long × 18" high, including cost of cartage, excavation, formwork, lean concrete, haunch concrete, and 1:4 cement-sand mortar, complete in all respects.	5684	Rft	678.38	3,855,912
2	40b-224	COLD MILLING: Scarifying the existing road surface by cold milling to a depth of 0–50 mm, including removal and disposal of excavated material from site, complete in all respects.	341019	Sft	29.76	10,148,725
3	13-213	Preparing base course i/c supplying and spreading stone metal of approved quality, properly graded to max. size 1-1/2", 100% AASHO density. Includes templates, camber plates, screens and forms as directed. Rate includes all material T&P and carriage upto 3 chins.	82771	%Cft	21,233.38	17,575,081
4	CSR 2024 Item 1.6b	Providing surface dressing Two coat on new or existing surface, 55 lbs of bitumen of 80/100 penetration and 6.75 Cft. of crushed bajri of required size cleaning the road surface rolling etc. complete rate i/c all cost of material T&P and carriage upto site of work.	341019	%Sft	7,679.56	26,188,759
5	24b-218	Providing 2" Thick Asphalt Concrete Wearing Course Plant Mix Laying to Proper line and grade, plant mixed Asphalt concrete paver finished (Hydraulic/Electronic control), prepared to specified formula according to job mix formula approved by Engineer.	341019	%Sft	20,864.69	71,152,557
6	H.Way CSR Item 13 P.221	Thermo Plastic Paint Pavement marking in Reflective Thermo Plastic Paint for Lines of 6" Width.	22735	Rft	86.10	1,957,483
7	H.Way CSR Item 12 P.221	Cat Eyes / Road Studs Supplying and Fixing of reflectorize Road Studs Double Face, Flush surface type.	3272	Nos.	1,520.42	4,974,510
Total "A"(Schedule items) C/o to Summary of Cost:						135,853,027

ABSTRACT SHEET – ROAD WORK (Non Scheduled Item)

8	R.A Attached	Providing and planting various types of ornamental trees and shrubs such as Golden Ficus or equivalent approved species, of healthy nursery-grown stock with minimum height 18 inches, including excavation of pits, soil preparation, planting, watering, bamboo support, backfilling, leveling and initial maintenance.	535	Nos.		
9	R.A Attached	Providing, erecting, and commissioning street light poles up to 40 feet in height for AC current supply, complete with double-arm brackets and two imported-quality LED light panels of approved wattage, including all wiring, MCBs, circuit breakers, distribution box, earthing system, PVC conduit pipes, junction boxes, connectors, and all other electrical accessories.	53	Nos.		
Total "B"(Non Schedule items) C/o to Summary of Cost:						
Net Total (A+B):					TOTAL	

ABSTRACT SHEET – RCC DRAIN NALA & SHIFTING OF ELECTRIC POLES

[illegible]

1	R.A Attache d	Providing, dismantling, shifting, re-erecting, and commissioning WAPDA/HESCO LT/HT poles up to 60 feet in height in connection with road development works and site clearance. The scope includes safe removal of existing poles and allied accessories, transportation to designated location, excavation and concreting of new foundations, erection, alignment, and stringing of conductors. The work further includes provision and installation of all required conductors, insulators, cross-arms, stays, clamps, hardware fittings, earthing arrangements, complete in all respects as per WAPDA/HESCO approved specifications.	103	Nos.		
					TOTAL – Electric Poles	
Total "B"(Non Schedule items) C/o to Summary of Cost:					TOTAL SHIFTING OF ELECTRIC POLES	
Net Total (A+B):					TOTAL	

ABSTRACT SHEET (ENGINEERING FACILITIES)

ITEM NO.	ITEMS DESCRIPTION	B.O.Q(Revised)			
		UNIT	Qty	Rate Rs.	Amount (Rs.)
B	Engineer's Vehicles				
1	Provide Vehicle 1300cc (1 No) on rental basis (Model 2023 or above)	Per Month	24	125,000.00	3,000,000.00
2	Provide Vehicle 1000cc (1 No) on rental basis (Model 2023 or above)	Per Month	24	110,000.00	2,640,000.00
4	Purchase 70cc Motor cycle (3 No)	L.S		450000	450,000.00
C	Maintenance & Fuel for Engineer's Vehicles complete in all respect				
2	Vehicle 1300cc (1 No)	Per Month	24	95,000.00	2,280,000.00

3	Vehicle 1000cc (1 No)	Per Month	24	80,000.00	1,920,000.00
4	Motor Cycle 70cc (3 No)	Per Month	72	35,000.00	2,520,000.00
Total Amount					12,810,000

Total Amount of Composite Schedule items	Rs. 401,511,324/-
_____ % Above / Below on rate of CSR amount to add/deduct on basis of premium	Rs.
Amount of Non-Schedule items	Rs.
Total Amount	Rs.
Add Amount of 5.00% S.R.B	Rs.
Total Amount of Bid Cost	Rs.
In Words:	

CONDITIONS: -

- Any error omission description items of Qty & unit governed by relevant schedule of rates & relevant rate analyses.
- The decision of the Engineer will be final and binding on all the parties in any dispute.
- The rates should be inclusive of all the Taxes.
- No premium will be allowed on Non-Schedule items.
- No separate carriage will be allowed to the contractor.

Contractor

**EXECUTIVE ENGINEER
HYDERABAD MUNICIPAL
CORPORATION**